



EAGLE MOUNTAIN CITY COUNCIL MEETING

November 7, 2023, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION - CITY COUNCIL CHAMBERS

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

- 1.A UPDATE - City Administrator Items
- 1.B DISCUSSION - Timpanogos Special Service District - Rate Increase
- 1.C DISCUSSION - Comcast
- 1.D DISCUSSION - Water Supply Agreement
- 1.E DISCUSSION - Multi-Family Building Height and Religious or Cultural Meeting Halls Building Height

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will adjourn into a Closed Executive Session for the purpose of discussion 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 P.M. POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

- 9.A White Hills Well Upgrade Agreement - White Hills Water Company Inc.
White Hills Well Upgrade Agreement
Exhibit A White Hills Well Upgrade
- 9.B Water Tank Reimbursement Agreement - White Hills Water Company Inc.
Water Tank Reimbursement Agreement

10. MINUTES

- 10.A October 17, 2023 Minutes - Regular City Council Meeting
10.17.2023 CC Minutes - DRAFT

11. WAIVER

- 11.A Approval of Extended Construction Hours as per EMMC 8.15.080(G) for the
Construction of Well #7

12. PRELIMINARY PLATS & SITE PLANS

- 12.A SITE PLAN AMENDMENT - Eagle Mountain Pet Care
Approved Access - Eagle Mountain Pet Care
Site Access Plans - Eagle Mountain Pet Care
Notice of Decision - Eagle Mountain Pet Care

13. RESOLUTIONS

- 13.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting an Official City
Logo, Icon, Tagline, Colors and Type Faces.
RES--Adopting Official City Logo

SCHEDULED ITEMS

14. BRYLEE NORTH

- 14.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah,
Rezoning certain lands known as Brylee North Commercial from Mixed Use Commercial
to Commercial Regional.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance

approves the rezoning of 17.26 acres from the Mixed Use Commercial zone to the Commercial Regional zone. The property is located north of Brandon Park and west of Eagle Mountain Boulevard (Utah County Parcel No. 59:034:0171).

[ORD--Brylee North Commercial Rezone](#)

[Brylee North Commercial Rezone Map](#)

[Brylee North Existing Zone Map](#)

- 14.B [SITE PLAN/PRELIMINARY PLAT - Brylee North Commercial Master Site Plan and Preliminary Plat.](#)

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed Master Site Plan and Preliminary plat is for the Brylee North Commercial development. The project is comprised of 17.26 acres and will include 12 commercial lots. The property is located north of Brandon Park and west of Eagle Mountain Boulevard (Utah County Parcel No. 59:034:0171).

[Brylee North MSP Narrative](#)

[Brylee North MSP and Prelim Plat](#)

[Brylee North Prelim Plat Landscape](#)

15. PUBLIC HEARING/MOTION

- 15.A [PUBLIC HEARING/MOTION - Cedar Pass Ranch Plat F Amended Lot 85](#)

BACKGROUND: *(Presented by Senior Planner Robert Hobbs)* The proposed plat would approve a 35' setback requirement for Cedar Pass Ranch Plat F, Amended Lot 85. Currently, the approved setback is 50' and the applicant is requesting that the City Council consider the reduced setback to facilitate the continued construction of a residential dwelling. Property is located at 2797 E Ranch Rd. (Utah County Parcel No. 36:649:0085).

[Cedar Pass Ranch Plat F Signed Petition](#)

[Cedar Pass Ranch Plat F Aerial View](#)

[Cedar Pass Ranch Plat F Amendment Proposal](#)

[Cedar Pass Ranch Plat F Amended Plat](#)

[Cedar Pass Ranch Plat F Site Plan](#)

16. LEGISLATIVE ITEMS

- 16.A [UPDATE - Legislative Priorities List](#)
[Legislative Priorities List Revisited](#)

17. CITY COUNCIL/MAYOR'S BUSINESS

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

18. CITY COUNCIL BOARD LIAISON REPORTS

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

19. COMMUNICATION ITEMS

20. ADJOURNMENT

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

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this this #th day of Month, 2023, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	White Hills Well Upgrade Agreement - White Hills Water Company Inc.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Marcus Draper, Admin PRESENTED BY: Marcus Draper	RECOMMENDATION: Staff recommends that the City Council approve the agreement with White Hills Water Company Inc. as the substituted party. BACKGROUND: Eagle Mountain City recently approved an agreement with Oquirrh Wood Ranch, LLC to design and provide upgraded capacity to Cook Well number 1. Oquirrh Wood Ranch's Managing Member, Nate Shipp, has asked the City to bring the agreement back for approval with White Hills Water Company as the new party substituted in lieu of Oquirrh Wood Ranch, LLC. Like Oquirrh Wood Ranch, LLC, White Hills Water Company is owned and controlled by Nate Shipp. Some other minor technical amendments were made to the agreement, as well. ITEMS FOR CONSIDERATION: REQUIRED FINDINGS: PLANNING COMMISSION ACTION/RECOMMENDATION: ATTACHMENTS:		

White Hills Well Upgrade Agreement
Exhibit A White Hills Well Upgrade

WHITE HILLS WELL UPGRADE AGREEMENT FOR FIREFLY

This White Hills Well Upgrade 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 **White Hills Water Company, Inc.**, a Utah corporation (“**Developer**”). City and Developer are collectively referred to herein as the “Parties.”

RECITALS

- A. Developer is an owner of property within the Firefly development located in Eagle Mountain City, Utah (the “**Development**”).
- B. In connection with the Development, Developer previously dedicated Cook Well 1 to the City near the White Hills Subdivision (the “**Well**”).
- C. The City desires to upgrade the Well to increase the amount of flow, modernize, and provide additional capabilities (the “**Well Improvements**”).
- D. To this end, the City sent out a Request for Proposals (the “**RFP**”), attached as Exhibit A, to solicit bids from private parties to complete the necessary Well Improvements.
- E. Developer has offered to complete the Well Improvements at no charge to the City in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, the parties agree as follows:

1. Recitals. The above stated Recitals are incorporated herein as part of this Agreement.
2. Well Improvements. Developer shall construct the Well Improvements as outlined in Sections II. Scope of Service, III. Bid Schedule, and 1.2 of Attachment B of the RFP, provided that any provisions regarding payment to the Developer are stricken from those sections. During the construction of the Well Improvements, Developer may need to shut down the Well. Prior to shutting down the well, Developer will coordinate with City staff to minimize the impact of the shutdown on the City and its residents. The City shall continue to own the Well, including any Well Improvements that the Developer constructs in accordance with this Agreement. The City shall be responsible for any maintenance of the Well, including any Well Improvements after they are constructed.
3. Access to Cook Well 2. During construction of the Well Improvements, City will need to access Cook Well 2 to provide culinary water to its residents from that well. Thus, Developer will need to ensure that the City has continual access to Cook Well 2 during the construction process.

4. Reimbursement of City. Developer shall reimburse the City for its reasonable costs incurred in preparing the RFP, design costs for the Well, test pumping, electrical upgrades, and construction management (the “**Reimbursable Costs**”). City shall provide documentation of its Reimbursable Costs to Developer in accordance with Paragraph 7 of this Agreement. As of the Effective Date, the current Reimbursable Costs are \$115,135.81.

5. Flow Reservation. Developer has offered to provide the Well Improvements at no cost to the City in exchange for reserving the upgraded flow for the Development. Presently, the Well generally provides approximately 1400 gallons per minute (GPM) of flow. After construction of the Well Improvements, the Parties anticipate that the Well will provide approximately 4400 GPM of flow. As consideration for this Agreement, the City agrees to reserve up to 3000 GPM at the request of the Developer or Developer’s permitted assigns (as set forth herein) (the “**Reserved Flow**”) to provide City culinary water to the Development. In the event that the Well Improvements do not achieve the anticipated increased flow, City shall reserve any flow above 1400 GPM for the Development. The Parties recognize that the Development has had very limited construction to date and that Developer or Developer’s permitted assigns may not need to use the Reserved Flow, initially. Thus, the City is free to use the Reserved Flow for its own needs and purposes until the Developer or Developer’s permitted assigns requests all or a portion of the Reserved Flow. City may continue to use any portion of the Reserved Flow that Developer or Developer’s permitted assigns has not requested for use in the Development. Developer shall provide the City with thirty (30) days notice of its request for Reserved Flow prior to any such request becoming effective.

6. Representations of City. In conjunction with the submission of any and all requests for reimbursement or invoices to the Developer, the City represents and warrants to the Developer the following: (a) all Reimbursable Costs were procured through arms-length transactions; (b) to the best of the City’s knowledge, the invoices are true and accurate invoices for the actual cost incurred in preparing the RFP, designing the Well Improvements, test pumping, electrical upgrades, and construction management; (c) City did not request nor has it been provided any kickbacks or reimbursements in exchange for the City accepting or agreeing to the invoices; (d) if the contractor(s) or entities providing materials or services reflected in the invoice provide other materials or services to the City, it has not requested or been provided any discount on other materials or services in exchange for the City utilizing the contractor or entity for preparation of the RFP, designing the Well Improvements, test pumping, electrical upgrades, or construction management; and (e) the Reimbursable Costs do not include any administrative fees, insurance costs, licensing fees, or attorney fees for the City.

7. Review of Actual Expenditures. Prior to any reimbursement by the Developer to the City for the Reimbursable Costs, Developer may require that the City submit additional information or detail regarding all material, labor and equipment costs (the “Cost Breakdown”). City shall include invoices or receipts from all third-parties providing labor for the preparation of the RFP. If the Developer disputes any of the costs or amounts included in the Cost Breakdown, Developer may either request additional information from the City or provide to the City a written response detailing the costs or amounts that the Developer disputes and an explanation for the Developer not accepting such costs or amounts.

8. Reimbursement Payments. The total amount of the Reimbursable Costs will be reimbursed by the Developer. Subject only to Section 7, the Developer shall reimburse the City within 30 days of receiving an invoice related to the Reimbursable Costs.

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

10. General Provisions. The following provisions are also an integral part of this Agreement:

- a. Governmental Immunity. The City is a governmental entity under the "Utah Governmental Immunity Act" (*Utah Code Ann. § 63-30-1, et seq.*) (the "**Immunity Act**"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.
- b. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- c. Counterpart. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- e. Waiver. 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.
- f. Cumulative Remedies. Except as stated in paragraph 9 of this Agreement, the rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.
- g. Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

- h. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.
- i. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.
- j. No Third-Party Beneficiaries. Enforcement of the terms of this Ordinance is reserved to the parties hereto and their respective successors and assigns, and nothing contained in this Ordinance provides any claim, benefit or right of action for enforcement to any other person or entity not a party hereto.
- k. No Partnership. The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.
- l. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the written consent of the City. Developer shall give notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. The City may only withhold its consent of an assignment if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer, as the case may be, proposed to be assigned or there is an existing breach of an obligation owed to the City hereunder that has not been cured.

[signatures on following page]

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

Dated this __ day of _____, 2023.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, City Recorder

Marcus Draper, City Attorney
Approved as to form

DEVELOPER
WHITE HILLS WATER CO, Inc.
A Utah Corporation

Nate Shipp, President

EXHIBIT "A"

RFP for Well Improvements

Eagle Mountain City



EAGLE MOUNTAIN

BID REQUEST NO. EMC-FY24-03

WHITE HILLS WELL UPGRADE PROJECT

Bid Due Date: September 25, 2023, by 12:00 P.M.

Bid Administrator: Melissa Yates, Procurement Officer
P: (801) 789-6641
E: MYates@emcity.org

Interested parties may obtain a copy of this invitation to bid and submit responses through the State of Utah's Public Procurement Portal:

purchasing.utah.gov

Issued: 8/24/2023

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OVERVIEW

I. INTRODUCTION

Eagle Mountain City is requesting bids from responsible firms or individuals for the White Hills Well Upgrade Project.

II. SCOPE OF SERVICES

This project includes the upgrading of the existing well no. 2. The work comprises the following which includes but is not limited to furnishing all labor, materials, tools, and equipment to demolish and remove existing piping, electrical, instrumentation, concrete, etc. This contract also includes, but is not limited to furnishing all labor, materials, tools, and equipment for the construction of an electrical room addition, installation of mechanical equipment and piping inside the building, yard piping, electrical, instrumentation, HVAC for the pump and electrical rooms, generator, concrete sidewalks and pads, asphalt pavement, asphalt millings, rock mulch, storm drain piping and structures, detention pond, fence modifications, and all other work as shown in the Contract Documents.

A mandatory site walk / meeting is being conducted on September 6, 2023 @ 2:00 pm at the White Hills well location on the east side of the intersection of Jackson Street and Adams Street in the White Hills subdivision (approx. location Lat: 40°18'10.15"N, Long: 112° 6'5.53"W).

III. BID SCHEDULE

Item No.	Classification of Unit Price Work	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	\$	\$
2	Demolition, Complete	1	LS	\$	\$
3	Pump House Mechanical, and Piping, Complete	1	LS	\$	\$
4	Electrical Room Building Addition, Complete	1	LS	\$	\$
5	HVAC Equipment, Complete	1	LS	\$	\$
6	Concrete Generator Pad, Reinforced	210	SF	\$	\$
7	Detention Basin, Complete	1	LS	\$	\$
8	Storm Drain Weir Box	1	EA	\$	\$
9	Pump to Waste Box	1	EA	\$	\$
10	Storm Drain Piping, 15" ADS N-12	60	LF	\$	\$

Item No.	Classification of Unit Price Work	Quantity	Unit	Unit Price	Amount
11	Storm Drain Piping, 24" ADS N-12	12	LF	\$	\$
12	14" Ductile Iron Class 350 Pipe	120	LF	\$	\$
13	16" Ductile Iron Class 350 Pipe	50	LF	\$	\$
14	3/4" Service Line to Chemical Room	1	LS	\$	\$
15	Base Course	235	CY	\$	\$
16	Concrete Sidewalk	1,185	SF	\$	\$
17	12" Wide Concrete Curb	175	LF	\$	\$
18	Bollard	4	EA	\$	\$
19	Fencing and Gate Modifications	1	LS	\$	\$
20	Asphalt Pavement	160	TONS	\$	\$
21	Asphalt Millings	8,700	SF	\$	\$
22	Rock Mulch and Weed Barrier Fabric, Complete	3,900	SF	\$	\$
23	Building Electrical, Complete	1	LS	\$	\$
24	Generator, Conduits, and Conductors, Complete	1	LS	\$	\$
25	Pump, Motor, Discharge Head, Complete	1	LS	\$	\$
26	Erosion Control, Complete	1	LS	\$	\$
TOTAL BID SCHEDULE A PRICE					\$

IV. BID RESPONSE OUTLINE

Bids must be concise and in an outline format not exceeding 15 pages. Pertinent supplemental information should be referenced and provided as attachments. All bids must be organized and tabbed to comply with the following sections:

Tab 1 - LETTER OF TRANSMITTAL. The letter of transmittal should include an introduction of the Project Team: **the name, address, telephone number, and email address of the person to be contacted along** with others who are authorized to represent the company in dealing with this bid.

Tab 2 - EXECUTIVE SUMMARY. Should include an introduction of the Firm: the name, address, telephone number, email address, and Federal Tax Identification. Along with a brief statement that summarizes the unique qualifications of the Firm in relation to the unique and general requirements of this project.

Tab 3 - COST PROPOSAL The Firm must submit a cost proposal allowing costs to be evaluated independently. The cost proposal should include the method of determining compensation for the required services with a not-to-exceed cost estimate. It should also include the estimated cost to complete all of the Firm's Basic Services.

Tab 4 – BID FORM (Attachment A) AND MISCELLANEOUS additional information and attachments, including company literature and catalogs.

IV. INSURANCE REQUIREMENTS

The Contractor / Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to the contract for each type of insurance required, to be approved by Eagle Mountain City. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by the Contract or as changed by contract modification are completed and accepted by Eagle Mountain:

- a. General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
- b. Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
- c. Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
- d. Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.

- e. Workers Compensation Insurance: Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
- f. Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.
- g. Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

V. TIMELINE

The following is a tentative schedule of this entire bid process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections. The City reserves the right to modify this schedule as needed to accommodate the completion of this bid process.

TENTATIVE PROJECT SCHEDULE	
Bid Published	8/24/2023
Mandatory Site Walk / Meeting	9/6/2023, 2:00 p.m.
Questions from Firms Due	9/14/2023
Questions and Answers Posted	9/19/2023
Bid Due	9/25/2023, at 12:00 PM
Anticipated Contract Award	10/3/2023

VI. ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist Firms in the preparation of bids necessary to properly respond to this bid. The bid is designed to provide interested Firms with sufficient basic information to submit bids meeting minimum requirements but is not intended to limit a bids

content or to exclude any relevant or essential data therefrom. Firms are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this bid.

VII. ISSUING OFFICE AND BID REFERENCE NUMBER

Eagle Mountain City Water Department is the issuing office for this bid and all subsequent addenda. The reference number for this bid is **EMC-FY23-03**. This number must be referenced on all bids, correspondence, and documentation relating to this bid. During the bid process, the Procurement Officer is the sole source of official information. All other communications, both spoken and written, which are received by any representative of the Firm from other sources (such as employees in other departments) should be confirmed by the Firm with the representative as being true and accurate before incorporating such information into their bids. This refers to both formal and informal conversations and communications.

Contact: Melissa Yates, Procurement Officer
1650 E Stagecoach Run
Eagle Mountain, Utah 84005
Myates@emcity.org
(801) 789-6641

VIII. SUBMISSION OF BIDS

Invitation to bid documents will be available online on **Thursday, August 24, 2023**, at purchasing.utah.gov (select the search bar> select Current Bids > enter "EM" > select search.) Sealed bids will then be accepted online until **Monday September 25, 2023, at 12:00 PM**. Proposals submitted after this deadline will be rejected.

Failure to provide a response to items indicated in this bid will be interpreted by the city as an inability by the Firm to provide the requested service.

IX. BID BOND

A bid or proposal must be accompanied by a bid security made payable to Owner in an amount of 5% of Bidder's maximum bid price and in the form of a certified check or a Bid bond issued by a surety.

If issuing a certified check, make the check payable to Eagle Mountain City. Send to Melissa Yates EM Purchasing agent 1650 E Stagecoach Run Eagle Mountain Utah 84005. The check must be received before the closing date and time of the bid.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a

reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

The bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within fourteen days after the Bid opening.

X. VENDOR PREQUALIFICATION

All potential vendors are required to register with Eagle Mountain City prior to doing business. You may complete required prequalification forms by going to EagleMountainCity.com/purchasing. Fill out the vendor prequalification form and submit W9.

The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.

XI. INQUIRIES

Questions arising subsequent to the issuance of this bid should all be submitted in writing through the State of Utah's online procurement portal. Questions and answers will be consolidated and provided to all Firms on record of receiving this invitation to bid. All inquiries must be submitted by the close of business (5:00 PM MST) on **Thursday, September 14, 2023**. Questions submitted after the deadline will not be addressed.

XII. RESPONDENT'S RESPONSIBILITY FOR BID COSTS

The City is not liable for any cost incurred by Firms associated with the preparation of the bid or the negotiation of a contract for services prior to the issuance of the contract.

XIII. EVALUATION OF BIDS

The City may award a contract based on the initial bid received without discussion of such bid with the Firm. Accordingly, each initial bid should be submitted with the most favorable price and service available.

In evaluating Bids or proposals, the city will consider whether or not the Bid or proposal comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid or proposal prior to the Notice of Award.

In evaluating Bidders, the City will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities.

XIV. ORAL PRESENTATION

The city may require an oral presentation by Firms to supplement a bid. The presentations, if required, shall be scheduled by Melissa Yates, Procurement Officer, after the bids have been received and prior to the award of the contract.

XV. AWARD OF THE CONTRACT

Upon completion of the bid process, the City may negotiate with and award the contract to the Firm whose bid is determined to be most advantageous to the City. If the Contract is to be awarded, the City will award the Contract to the lowest responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid, factors such as additive alternate bids, discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is offered the award.

The parties must execute the contract prior to the commencement of performance. The contract will incorporate the provisions of this bid (including any addenda) and other terms negotiated by the parties. By submitting a signed bid, the Firm agrees to the provisions of the contract described herein.

XVI. PROTECTED INFORMATION

Under the Government Records Access and Management Act, Section 63-2-101 et seq., Utah Code Ann. (1993 and supp. 1996), as amended ("GRAMA"), the bid submitted is open for public inspection. If the Firm desires to have information contained in its bid protected from such disclosure, the Firm may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the bid (GRAMA, Section 63G-2-309). All material contained in and/or submitted with the bid becomes the Owner's property and may be returned only at the Owner's option. A business confidentiality claim form is available on the Utah State Records Committee website:

<https://eaglemountaincity.com/wp-content/uploads/2022/10/GRAMA-Claim-of-Business-Confidentiality-Fillable.pdf>

XVII. ADDENDUM TO BID

In the event that it becomes necessary to review this bid in whole or in part, an addendum will be provided to all Firms on record as having received this bid through the State of Utah's online procurement portal.

XVIII. AUTHORIZED REPRESENTATIVES

The bid must contain the signature of a duly authorized officer, or agent of the Firm's company empowered with the right to bind the Firm for the amounts estimated and terms proposed. The Firm must also provide evidence of the authority of the officer or agent to bind the Firm. The

owner shall have the option to change the Firm's contact person if it is in the best interest of the Owner.

Include this information within the "Letter of Transmittal", which will be tabbed section "1" of a successful proposal.

XIX. ANTI-COLLUSION

The submission of a bid constitutes agreement that the Firm has not divulged its bid to, or conspired with, any other Firm or party to a proposal whatsoever.

This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation.

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

XX. RESTRICTIONS

All bids must clearly set forth any restrictions or provisions deemed necessary by the Firm to effectively service the proposed Contract.

XXI. RIGHT TO REJECT

The City reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The City further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The City also reserves the right to waive all informalities or technicality in any bid or proposal in the interest of the City not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

ATTACHMENT A

Bid Form

Project Name: White Hills Well Upgrade Project

Project Number: EMC-FY24-03

ARTICLE 1 - BID RECIPIENT

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

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

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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

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

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazard Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable “technical data.”
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - ATTACHEMENTS TO THIS BID

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

- A. Bid Form
- B. Bid Schedule.

ARTICLE 5 - BID SUBMITTAL

5.01 This Bid is submitted by:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____

(Individual's signature)

Doing business as:

A Partnership

Partnership Name: _____

SEAL,
if required
by State

By: _____

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

Name (typed or printed):

A Corporation

Corporation Name:

State or Jurisdiction of Incorporation: _____

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

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed):

Title: _____

CORPORATE
SEAL,
if required by State

Attest _____

(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State or other jurisdiction where
Project is located] is ____/____/____

A Joint Venture

Name of Joint Venture:

First Joint Venture Name: _____

SEAL,
if required
by State

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

Name (typed or printed):

Title: _____

Second Joint Venture Name:

SEAL,
if required
by State

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

Name (typed or printed):

Title: _____

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

5.02 Bid submitted on _____,

ATTACHMENT B

BID SCHEDULE (White Hills Well Upgrade Project)

1.1 PAYMENT

- A. Payment for each Bid item includes full compensation for all required labor, materials, products, tools, equipment, manufacturing, transportation, services and incidentals; application or installation; permits, taxes, royalties, import costs, overhead and profit.

1.2 DESCRIPTION OF BID ITEMS

- A. The work generally consists of the following, which are numbered according to the Bid schedule:

1. MOBILIZATION AND DEMOBILIZATION (Bid Item No. 1)

- a. Measurement and payment for mobilization will be made on a lump sum basis.
- b. Payment Covers: Mobilization; demobilization; videotaping site conditions prior to construction; temporary facilities; temporary utilities, security and protection, construction support, following existing safety regulations, providing a full time superintendent and obtaining all bonds, insurance and any additional permits and fees not already obtained by the OWNER, construction fencing, traffic control, public outreach, coordination, clearing and grubbing, SWPPP and implementation of erosion control, quality control and testing of materials, preparation of project schedule, project identification sign, construction survey and layout, final cleanup and project closeout, and all other items not specifically called for in any other Bid item or called for in the Drawings and Specifications or is customary, incidental or appurtenant to performance of a complete project.
- c. This pay item shall constitute full compensation for all labor, equipment, tools, supplies and materials required to complete this portion of the Work for this construction project.
- d. For purposes of payment, Mobilization shall be paid for on a complete basis. The lump sum bid price for this bid item shall not exceed 5 percent of the total bid price for Schedule A. The OWNER will pay the adjusted lump sum price for Mobilization. Mobilization will be paid on a complete basis as summarized in the following table.

Partial Payment	Amount	When Paid
1 st	40 percent of mobilization lump sum.	With 1 st pay request
2 nd	50 percent (up to 80 percent total) of the lump sum on the Bid Schedule	With 2 nd pay request, or when contract is at least 50 percent complete.
3 rd	10 percent (up to 100 percent total) of the lump sum on the Bid Schedule	With 3 rd pay request, or when contract is at least 95 percent complete.

2. DEMOLITION (Bid Item No. 2)

- a. Measurement and payment for demolition will be made on a lump sum basis.
- b. Payment Covers: Costs associated with all labor, materials and equipment required to complete all demolition required for the project as shown in the drawings.

3. PUMP HOUSE MECHANICAL, AND PIPING, COMPLETE (Bid Item No. 3)

- a. Measurement and payment for Pump House Mechanical, and Piping, Complete will be made on a lump sum basis.
- b. Payment covers the cost of furnishing and installing pipe of the size and type identified on the drawings and all costs associated with supplying and installing mechanical items that includes, but not limited to: sample tap; hose bib; flow meter; air valves; control valves; pump to waste valve and piping; surge anticipator valve and piping; re-installation of existing piping and valves; pipe supports, drain piping; housekeeping pads; trench drain; fittings; tubing; painting of all piping, flooring, walls and appurtenances; welding; tees; valves; bends; sleeves; reducers; couplings; plugs; and caps; greasing and wrapping all buried fittings; corporation stops; joint lubricants; nuts, bolts and washers; core-drilling; connection to existing piping; thrust restraints; grout; jackhammer work; removal and disposal of waste materials; restoration of all utilities damaged as a result of operations; pipe line cleaning; water main repair or replacement if damaged by CONTRACTOR; and all other work required to complete the installation of the mechanical equipment including pressure testing, cleaning, disinfection, and commissioning of the pipeline.

4. ELECTRICAL ROOM BUILDING ADDITION, COMPLETE (Bid Item No. 4)

- a. Measurement and payment for Electrical Building Addition, Complete will be made on a lump sum basis.
- b. Payment covers the cost of furnishing and installing the concrete footings and foundation walls; concrete floor and all other concrete as shown on the drawings; excavation; backfilling of excavation; coordination, location and placement of electrical conduits of the size and type identified on the drawings; soffit and fascia to match existing; gutter and downspout; exterior siding to match existing; all sheeting, shoring and bracing; CMU block building to match existing; standing seam metal roofing to match existing; sealant; trusses; bracing; bolts; reinforcement; insulation; plywood; crown molding; painting; fire hydrant and box; attic vent; housekeeping pads; doors and hardware; removal and disposal of interfering structures and obstructions; grout; jackhammer work; removal and disposal of waste materials; restoration of all utilities damaged as a result of operations; subgrade material, including placement and compaction; compaction density testing; and all other work required to complete the construction of the building.

5. HVAC EQUIPMENT, COMPLETE (Bid Item No. 5)

- a. Measurement and payment for HVAC Equipment, Complete will be made on a lump sum basis.
- b. Payment covers the cost of furnishing and installing the HVAC system of the size and type identified on the drawings and all costs associated with supplying and installing all HVAC items that includes, but not limited to: HVAC unit and piping, fittings, thermostat purchase and install, concrete housekeeping pad, PVC drain lines (indoor and outdoor), and all other work required to complete the installation of the HVAC equipment including testing and commissioning.
- c. Wiring of outdoor and indoor units shall be covered in bid item no. 23.

6. CONCRETE GENERATOR PAD, REINFORCED (Bid Item No. 6)

- a. Measurement: Measured and paid for on a square foot basis for concrete generator pad, reinforced furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- b. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete generator pad, reinforced in the project in accordance with APWA specifications and the requirements of the City of Eagle Mountain.
- c. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing 12 inches of base course material, furnishing and placing 18 inches of concrete generator pad, reinforcing, furnishing and placing expansion and contraction joints, formwork, dowels, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

7. DETENTION BASIN (Bid Item No. 7)

- a. Measurement: Measured and paid for on a lump sum basis.
- b. Payment Covers: Costs associated with all labor, materials, and equipment necessary to excavate and install the earthen detention basin to the size required on the Contract Documents; provide surveyed information to engineer on the detention basin after it is constructed to verify capacity has been met; site dewatering; removal and disposal of waste materials; restoration of all utilities damaged as a result of operations; and all other work for a complete operational detention basin.

8. STORM DRAIN WEIR BOX AND PUMP TO WASTE BOX (Bid Item Nos. 8 & 9)

- a. Measurement: Measured and paid for on a per each basis for the actual quantity of structures fabricated and installed. Measurement to be by actual field count of each installed box.
- b. Payment Covers: Costs associated with all labor, materials, and equipment required to excavate and install the storm drain box and pump to waste box including; storm drain weir box; concrete weir; orifice plate; nuts and bolts; BMP

snout; rings, grates and covers; all sheeting, shoring and bracing; removal and disposal of interfering structures and obstructions; grout; jackhammer work; removal and disposal of waste materials; restoration of all utilities damaged as a result of operations; site dewatering; structure repair or replacement if damaged by CONTRACTOR; structural fill; backfilling with import fill, or native material up to subgrade prior to topsoil in unimproved areas; removal and disposal of displaced soils; compaction density testing; and all other work as shown on the design drawings. Installation and materials shall be of the size and type indicated on the construction documents.

- c. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

9. STORM DRAIN PIPING, 15" AND 24" ADS N-12 (Bid Item Nos. 10 & 11)

- a. Measurement: Measured and paid for on a lineal foot basis, to the nearest foot, for the size and class indicated on the contract documents. Unless indicated otherwise, measurement to be along the pipe from center to center of manholes, or other structures, or to the end of pipe where no structures exist.
- b. Payment Covers: Costs associated will all labor, materials, and equipment required to install the 15" and 24" storm drainage piping including; connection of new piping to existing manhole or box; connection of new piping to new concrete structures; storm drain piping; flared end sections and end section trash guards; metallic warning tape; all sheeting, shoring and bracing; removal and disposal of interfering structures and obstructions; grout; jackhammer work; removal and disposal of waste materials; restoration of all utilities damaged as a result of operations; site dewatering; pipe line cleaning; storm drain piping or structure repair or replacement if damaged by CONTRACTOR; backfilling trench with import material or cement treated flowable fill in the pipe zone, import fill, or native material in trench zone up to and including road base in improved areas and subgrade prior to topsoil in unimproved areas; removal and disposal of displaced soils; compaction density testing; and all other work required to complete the installation of the storm drain line and commissioning of the pipeline. Installation and materials shall be of the size and type indicated on the construction documents.
- c. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

10. 14" AND 16" DUCTILE IRON CLASS 350 PIPE (Bid Item Nos. 12 & 13)

- a. Payment covers the cost to purchase and install the piping per the plans. No additional payment shall be granted for pipe measurements already shown on the contract documents. Contractor shall include price to install the waterline based on horizontal projected length of pipe taking into account vertical changes in grade.
- b. Quantity of materials shown on the bid schedule may be higher than the quantity shown on the drawings. Measurement is based on the field measured installation

along the centerline of pipe from end of pipe to end of pipe as shown on the construction documents to the nearest foot with no reduction in length because of valves and fittings as indicated on the construction documents. Measured and paid for on a linear foot basis.

- c. Payment covers the cost of purchasing and installing the pipe of the size and type identified on the drawings and the cost of incidental work such as potholing ahead of construction; tracer wire; metallic warning tape; all sheeting, shoring and bracing; fittings, tees, bends, sleeves, reducers, couplings, plugs, and caps; greasing and wrapping all fittings; joint lubricants, nuts, bolts and washers; thrust restraints; capping or plugging of existing water pipe(s) to be abandoned; removal and disposal of existing water pipe(s), fittings, and structures; abandonment of any existing water pipe(s) fittings, and structures; abandonment or removal of any existing valves; saw cutting, removal and replacement of pavements, curb and gutters or waterways to match existing; removal and disposal of interfering structures and obstructions; grout; jackhammer work; removal and disposal of waste materials; restoration of all utilities damaged as a result of operations; site dewatering; pipe line cleaning; water main repair or replacement if damaged by CONTRACTOR backfilling trench with import material or cement treated flowable fill in the pipe zone, import fill, or native material in trench zone up to and including road base and asphalt in improved areas and subgrade prior to topsoil in unimproved areas; removal and disposal of displaced soils; compaction density testing; adjustments to grade of existing valve boxes or traffic lids or manholes; and all other work required to complete the installation of the water line including pressure testing, cleaning, disinfection, and commissioning of the pipeline.
- d. There will be no payment for over excavation unless approved in written form by the ENGINEER prior to the excavation.

11. 3/4" SERVICE LINE TO CHEMICAL ROOM (Bid Item No. 14)

- a. Measurement is based on a lump sum basis.
- b. Payment covers the cost to purchase and install the water service line and any incidental work such as excavation; compaction; piping sleeves; sealing ends of pipe sleeves; valves; caps or plugs; excavation around existing footings and foundation; concrete placement in chemical room, tracer wire; metallic warning tape; all sheeting, shoring and bracing; fittings, tees, bends, sleeves, reducers, couplings, corporation stops, joint lubricants, nuts, bolts and washers; removal and disposal of existing water pipe(s), abandonment of any existing water pipe(s) fittings, and structures; abandonment or removal of any existing valves; removal and disposal of interfering structures and obstructions; grout; sawcutting; jackhammer work; removal and disposal of waste materials; restoration of all utilities damaged as a result of operations; site dewatering; pipe line cleaning; water line repair or replacement if damaged by CONTRACTOR; backfilling trench with import material, import fill, or native material in trench zone up to and including road base in improved areas and subgrade prior to topsoil in

unimproved areas; removal and disposal of displaced soils; compaction density testing; adjustments to grade of existing valve boxes or traffic lids or manholes; and all other work required to complete the installation of the water line including pressure testing, cleaning, disinfection, and commissioning of the pipeline.

- c. There will be no payment for over excavation unless approved in written form by the ENGINEER prior to the excavation.

12. BASE COURSE (Bid Item No. 15)

- a. Measurement: Payment for untreated base course shall be made on a per cubic yard basis based on the amount of base course furnished, placed and compacted to depths identified on the drawings and Bid Schedule for asphalt pavement, sidewalk and other concrete areas.
- b. Payment Covers: Costs associated with all labor, materials and equipment required for untreated base course construction including furnishing, placing, and compacting untreated base course and all other appurtenant items necessary to complete the work.
- c. Payment does not cover the cost of fill, concrete or asphalt materials.

13. CONCRETE SIDEWALK (Bid Item No. 16)

- a. Measurement: Measured and paid for on a square foot basis for concrete sidewalk furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- b. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete sidewalk in the project in accordance with specifications and the requirements of Eagle Mountain City.
- c. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, furnishing and placing concrete sidewalk, furnishing and placing expansion and contraction joints, formwork, dowels, sampling and testing, furnishing and placing curing compound, or any other appurtenant items of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

14. 12" WIDE CONCRETE CURB (Bid Item No. 17)

- a. Measurement: Measured and paid for on a per linear foot basis for concrete curb furnished and placed on the project in accordance with the plans and specifications as calculated by the Engineer.
- b. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install concrete curb and gutter in the project in accordance with specifications and the requirements of Eagle Mountain City.
- c. Payment shall include but not be limited to; preparation of the existing subgrade surfaces, reinforcement, furnishing and placing concrete curb and gutter, furnishing and placing expansion and contraction joints, formwork, sampling and testing, furnishing and placing curing compound, or any other appurtenant items

of work for which separate payment is not otherwise specifically provided in the Bid Sheets.

15. BOLLARD (Bid Item No. 18)

- a. Measurement: Measurement and payment for Bollard will be made at the unit price, each, based upon the actual number of units installed.
- b. Payment shall constitute full compensation for all labor, materials, and equipment required to install the bollard of the size and type indicated in the locations shown on the Contract Documents;
- c. There will be no payment for over excavation unless approved in writing by ENGINEER prior to excavation.

16. FENCING AND GATE MODIFICATIONS (Bid Item No. 19)

- a. Measurement: Measurement and payment for Fencing and Gate modifications will be on a lump sum basis.
- b. Payment shall constitute full compensation for all labor, materials, and equipment required to install a new swing chain link gate; gate posts; concrete; fencing; make the necessary modifications to the existing fencing to connect the new fencing to existing in accordance with the requirements of the Contract Documents.

17. ASPHALT PAVEMENT (Bid Item No. 20)

- a. Measurement: Measured and paid for on a per ton basis based on the weight tickets delivered to the OWNER for asphalt furnished and placed on the project in accordance with the plans and specifications, to the nearest ton, as calculated by the Engineer.
- b. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install ½ inch asphalt pavement. Payment shall include but not be limited to; preparation of the existing surfaces for asphalt; saw cutting; sweeping surfaces clean; marking locations of existing manhole covers, water valve covers, and monument covers; applying tack coat; asphalt binder, aggregates, hydrated lime, and other additives required by specifications. Payment also includes satisfactory compliance with roughness test.
- c. Mix design shall not include RAP over 15 percent by weight. Asphalt content shall not be less than 5.5%.
- d. There will be no payment for additional asphalt unless approved in writing by the ENGINEER prior to application.
- e. CONTRACTOR shall provide mix design for approval.
- f. Base course for asphalt pavement to be measured and paid as separate bid item.

18. ASPHALT MILLINGS (Bid Item No. 21)

- a. Measurement: Measured and paid for on a square foot basis for furnished and placed asphalt millings in accordance with the plans and specifications as calculated by the Engineer.
- b. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to furnish and install 4" thick asphalt millings. Payment shall include but not be limited to; preparation of the existing surfaces, millings, compaction of existing ground surface prior to placement of millings.
- c. There will be no payment for additional asphalt millings unless approved in writing by the ENGINEER prior to application.

19. ROCK MULCH AND WEED BARRIER FABRIC, COMPLETE (Bid Item No. 22)

- a. Measurement: Measured and payment for this item will be made on a square foot basis.
- b. Payment shall constitute full compensation for the cost of all for all labor, tools, equipment necessary to install weed barrier fabric and gravel in accordance with the requirements of the Contract Documents.

20. BUILDING ELECTRICAL, COMPLETE (Bid Item No. 23)

- a. Measurement and payment for Building Electrical, Complete will be made on a lump sum basis.
- b. Payment shall constitute full compensation for the cost of all labor, materials, and equipment required to purchase and install all electrical equipment including; conduits; conductors; transformer pad vault; metering switchboards; labeling of conductors; level switches; level controls; pressure indicating transmitters; pressure switches; lighting; transformer; switches; outlets; breakers; panels; variable frequency drives; grounding; transfer switch; meter; CT enclosure and equipment; disconnect; transformer; trenching; backfill; restoration of all utilities damaged as a result of operations; pipeline repair or replacement if damaged by CONTRACTOR; backfilling trench with import material or cement treated flowable fill in the pipe zone, import fill, or native material in trench zone up to and including road base in improved areas and subgrade prior to topsoil in unimproved areas; removal and disposal of displaced soils; compaction density testing and all other work required to complete the work as required in the Contract Documents.

21. GENERATOR, CONDUITS AND CONDUCTORS, COMPLETE (Bid Item No. 24)

- a. Measurement and payment for Generator, Conduits and Conductors, Complete will be made on a lump sum basis.
- b. Payment shall constitute full compensation for all labor, materials, and equipment required to purchase and install the generator including; conduits; conductors; labeling of conductors; breakers; automatic transfer switch; grounding; restoration of all utilities damaged as a result of operations; pipeline or electrical line repair or replacement if damaged by CONTRACTOR; backfilling trench with

import material or cement treated flowable fill in the pipe zone, import fill, or native material in trench zone up to and including road base in improved areas and subgrade prior to topsoil in unimproved areas; removal and disposal of displaced soils; compaction density testing and all other work required to complete the work as required in the Contract Documents.

22. PUMP, MOTOR, DISCHARGE HEAD, COMPLETE (Bid Item No. 25)

- a. Measurement: Measurement and payment for Pump Motor will be made on a lump sum basis.
- b. Payment shall constitute full compensation for all labor, materials, and equipment required to remove the existing pump, motor, discharge head, spool, transducer, concrete base, and sole plate; and supply and install the replacement pump motor, discharge head, casing extension, sole plate, transducer, air tube lines, sst cable guards, pump, well vent, concrete base, reinforcing, oil reservoir, conduits, commissioning of new pump, conductors, labeling of conductors, grounding, restoration of all utilities damaged as a result of operations, and all other work required to complete the work as required in the Contract Documents.

23. EROSION CONTROL, COMPLETE (Bid Item No. 26)

- a. Measurement and payment for Erosion Control, Complete will be made on a lump sum basis.
- b. Payment shall constitute full compensation for all labor, materials, and equipment required to purchase and install the required erosion control items to meet State requirements and the requirements of the Contract Documents including; silt fencing, gravel track-out pad, inlet protection devices, and all other work required to complete the work as required.

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	Water Tank Reimbursement Agreement - White Hills Water Company Inc.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends that the City Council approve a Water Tank Reimbursement Agreement with White Hills Water Company Inc. as the substituted party.

BACKGROUND:

The City Council recently approved a Water Tank Reimbursement agreement with Oquirrh Wood Ranch LLC. Oquirrh Wood Ranch's Managing Member, Nate Shipp, has requested that the agreement be brought back to Council for approval with White Hills Water Company as the substituted party. Like Oquirrh Wood Ranch, LLC, White Hills Water Company is owned and controlled by Nate Shipp. Also, there are some other technical amendments made to the agreement.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

REIMBURSEMENT AGREEMENT

(Four-Million-Gallon Water Tank; Firefly)

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 White Hills Water Company, Inc., a Utah corporation (“**Developer**”). City and Developer are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Developer is an owner of property within the master planned community known as Firefly (the “**Project**”) located within the boundaries of the City and which is governed by an Amended and Restated Master Development Agreement (“**ARMDA**”).

B. In order to provide water storage for a portion of the Project, Developer needs to construct a two-million-gallon water tank (the “**2MG Tank**”) on a portion of property within the Project. The 2MG is planned to be constructed to City standards and then dedicated to the City upon completion.

C. The City has need for additional water storage and has requested that Developer upsize the 2MG Tank to a four-million-gallon water tank (the “**4MG Tank**”). The increase in capacity from the 2MG Tank to the 4MG tank is referred to herein as the “**Upsize**”. Developer recognizes that there are cost savings and other efficiencies that may be realized by the City by Developer participating in the Upsize. As such, Developer is willing to participate in the Upsize.

D. The Parties recognize that Section 10 of the ARMDA contemplates that if the City requests Developer upsize any public infrastructure, then the Parties will cooperate in arranging reimbursement to Developer for any cost increase resulting from the upsize of such infrastructure. The Parties also recognize that the upsize of the 2MG Tank is a “*System Improvement*” as defined under Utah law. In light of Section 10 of the ARMDA and Utah law regarding the construction of system improvements, Developer is entitled to reimbursement from the City as set forth in greater detail herein.

E. It is the intent of the Parties that, upon the terms and conditions set forth herein, the Developer will complete the 4MG Tank along with all related improvements (collectively the “**Water Tank Improvements**”), and that the City will reimburse Developer for the increased costs of the Water Tank 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. **Update to IFFP/IFA.** To the extent necessary, the City will amend and update its Impact Fee Facilities Plan (“**IFFP**”) and Impact Fee Analysis (“**IFA**”) to include the Water Tank Improvements. Notwithstanding, the City’s obligation to reimburse Developer for the Water Tank Improvements shall not be negated or otherwise discharged for failure to update the City’s IFFP and/or IFA to include the Water Tank Improvements.
3. **Construction of Water Tank Improvements.** Developer will construct and install, or cause to be constructed and installed, the Water Tank Improvements in accordance with all applicable City standards. Except as otherwise set forth herein, the initial costs for the Water Tank Improvements will be borne by Developer and shall be reimbursed by the City. Upon completion of the Water Tank Improvements, and upon the inspection and acceptance of the same by the City, Developer will dedicate or convey, or cause to be dedicated or conveyed, to the City the Water Tank Improvements and the City shall thereafter own and maintain the Water Tank Improvements,

including the real property upon which the Water Tank Improvements are located, subject to reimbursement to Developer as set forth herein.

3.1. **Completion Timeframe.** Developer agrees to complete the Water Tank Improvements within 18 months of the Effective Date. If, after the 18-month period the Water Tank Improvements are not completed, Developer will post a completion assurance bond with the City in an amount equal to the estimated cost to complete the Water Tank Improvements based upon the Cost Share Analysis (defined below). Such bond shall be released upon Developer's completion of the Water Tank Improvements and the City's acceptance of the same into warranty.

4. **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 Water Tank Improvements according to the City's weighted share (the "**Reimbursable Costs**") identified in Exhibit A (the "**Cost Share Analysis**"). As of the date of this Agreement, the Reimbursable Costs are estimated to be **\$2,633,930**.

4.1. **Scope of Cost Share Analysis / Estimated Costs.** The Cost Share Analysis depicts the estimated costs of the Water Tank Improvements broken down by "*Item #*" (individually an "**Item**"). The City's weighted share of each Item is depicted in the "*EM % Share*" column (each individually a "**City Share**"). The Parties acknowledge that the Cost Share Analysis reflects only the *estimated* costs of the Water Tank Improvements as of the date of this Agreement and that the actual costs may be higher/lower than as detailed therein. However, the Parties agree that the City Share for each Item accurately reflects the weighted distribution of the City's costs for each Item.

4.2. **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 Share Analysis shall be adjusted to reflect the actual costs of each Item and the City shall be obligated to reimburse Developer for the City Share of the actual costs of each Item.

4.3. **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 Water Tank Improvements and according to the City Share for each Item as set forth herein.

4.4. **City Review of Reimbursable Costs.** The City represents that the City Engineer has reviewed the Cost Share Analysis and has determined that it accurately and fairly reflects the City Share of the Water Tank Improvements.

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

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

5.2. 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;

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

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

5.5. 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 Water Tank Improvements; and

5.6. 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.

6. **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 Water Tank 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.

7. **Reimbursement Payments.**

7.1. **Term of Reimbursement.** Subject to the other terms and conditions of this Agreement, City covenants and agrees to reimburse Developer for any amounts owed Developer hereunder within four years of the Effective Date. If after the four-year period the City has not fully reimbursed Developer or collected enough water impact fees to fully reimburse Developer for the City’s Share of the actual costs of the Water Tank Improvements hereunder, the City agrees to utilize enterprise, general, or other City funds to reimburse Developer any outstanding amounts owed by the City. Notwithstanding, the City may continue to use water impact fees to reimburse Developer for any amounts owed hereunder, so long as Developer is fully reimbursed within five (5) years of the Effective Date.

7.2. **Pre-Payment.** The City has certain funds currently available to reimburse Developer for the estimated Reimbursable Costs (the “**Immediately Available Funds**”). The City may, in its discretion, pre-pay Developer all/some/none of the Immediately Available Funds as payment of the Reimbursable Costs (the “**Pre-Payment**”).

7.2.1. **True-Up of Actual Costs.** If City elects to issue the Pre-Payment to Developer, the City shall make such payment within thirty (30) days of the Parties’ execution of this Agreement. Thereafter, when the actual costs of the Water Tank Improvements are final as set forth in Section 4 above, the Parties shall “true-up” the Reimbursable Costs by paying (from City to Developer if actual Reimbursable Costs are greater than the Pre-Payment) or returning (from Developer to City if the Reimbursable Costs are less than the Pre-Payment) the difference between the Pre-Payment and the actual Reimbursable Costs. Any additional payment to Developer as required herein shall be paid by City according to the terms and conditions of Section 7.2 and 7.3. Any return of the Pre-Payment as required herein shall be delivered to City by Developer within thirty (30) business days of acceptance of the Water Tank Improvements into warranty by the City.

7.3. **Quarterly Payments.** For any amounts owed by City to Developer hereunder, the City shall collect water impact fees from all service areas that benefit from the Water Tank Improvements (the “**Benefitted Area**”) and make cash reimbursement payments to Developer on a quarterly basis from the water impact fees so collected by the City. The City agrees not to commit water impact fees from the Benefitted Area to other system improvements or reimbursement agreements in an amount greater than the estimated Reimbursable Costs or any amounts due hereunder. According to the City’s IFA in place at the time of this Agreement, the estimated Reimbursable Costs equal approximately 1,244 South Service Area Equivalent Residential Connections (“ERC” with each ERC in the South Service Area paying a \$2,119 culinary water impact fee). The Parties acknowledge that as of the date of this Agreement, the West Service Area, which includes the Project, does not currently pay a culinary water impact fee.

7.4. **Interest Costs.** The Parties recognize that if the City does not make a full Pre-Payment of the Reimbursable Costs, or if the actual costs of the Water Infrastructure Improvements are greater than any Pre-Payment, Developer will be responsible for shouldering the interest carry costs associated with the Reimbursable Costs. As of the date of this Agreement, Developer's annual interest carry for the Water Tank Improvements is 15% on the outstanding balance (the "Interest"). Accordingly, if the City does not make a full Pre-Payment of the Reimbursable Costs, or if the actual Reimbursable Costs are greater than any such Pre-Payment by the City, then the City agrees to reimburse Developer for the Interest paid by Developer on any unpaid portion of the Reimbursable Costs. Notwithstanding the foregoing, Developer must provide a copy of an invoice to City delineating the Item, its actual cost, and City Share to claim the right to any interest costs associated with that Item. If the City elects to Pre-Pay the estimated Reimbursable Costs in full as set forth in Section 7.2 or if City pays the City Share for an Item within 30 days of receipt of an invoice, no Interest shall accrue unless the actual Reimbursable Costs are greater than the Pre-Payment, in which case, Interest shall only accrue starting 30 days after the date on which Developer notifies the City that the actual Reimbursable Costs are greater than the Pre-Payment.

7.5. **Changes in Impact Fee Regulations / Alternative Collection.** Developer acknowledges and agrees that the City's obligation to reimburse Developer under this Agreement is based in part on the City's ability to collect culinary water impact fee from the Benefitted Area in accordance with the Utah Impact Fees Act (Utah Code Ann. § 11-36a-101, *et seq.*) (the "Act"), and that changes to the Act or challenges to the City's IFFP or IFA may limit the ability of the City to collect impact fees to reimburse Developer under this Agreement or require the City to amend the collection and reimbursement methodology in this Agreement. Subject to the foregoing and all other applicable provisions of this Agreement, the City shall make all reasonable efforts to impose and collect water impact fees to fully reimburse Developer for the actual Reimbursable Costs in a timely manner.

8. **Remedies.** The Parties will be entitled to enforce their respective rights under this Agreement through all rights and remedies available in equity including, but not limited to, injunctive relief and/or specific performance. and to recover costs (including attorney's fees as provided herein). Developer agrees and acknowledges that City shall not be liable to Developer for any indirect, special, punitive, incidental, or consequential damages and Developer hereby waives any future claims to the same.

9. **Cooperation and Non-Interference.** In consideration of the City entering into this Agreement, Developer agrees not to challenge, or to participate in any manner to any challenge, to the City's water impact fees and shall cooperate with the City in the collection of all impact fees required by the applicable ordinances, provided that City does not adopt any future impact fees that designate only the Project as a "service area" pursuant to Utah Code Ann. § 11-36a-102(20) (2023), or otherwise disproportionately imposes a higher impact fee on the Project than other similar developments.

10. **Bonding.** Upon completion of the Water Tank Improvements and acceptance of the same into warranty by the City, Developer shall post a warranty bond in an amount equal to 10% of the Developer's cost of the Water Tank Improvements. City agrees not to require a completion assurance bond from Developer for any portion of the Water Tank Improvements except as otherwise set forth in Section 3.1.

11. **General Provisions.**

11.1. **Governmental Immunity.** The City is a governmental entity under the Utah Governmental Immunity Act (Utah Code Ann. § 63-30-1, *et seq.*) (the "Immunity Act"). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

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

11.3. **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.

11.4. **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.

11.5. **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.

11.6. **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.

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

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

11.9. **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.

11.10. **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.

11.11. **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.

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

11.13. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with the written consent of the City. Developer shall give notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. The City may only withhold its consent of an assignment if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Developer, as the case may be, proposed to be assigned or there is an existing breach of an obligation owed to the City hereunder that has not been cured.

[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

FIONNUALA KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

DEVELOPER
WHITE HILLS WATER COMPANY, INC.

NATE SHIPP, President

EXHIBIT A
Cost Share Analysis

EAGLE MOUNTAIN - 4 MG LOWER TANK
FX CONSTRUCTION - Contract Schedule
EAGLE MOUNTAIN 2MG COST SHARE ANALYSIS
UPDATED: September 11, 2023

UNIT PRICE SCHEDULE - BASE BID								
Item #	Description	Unit	Quantity	Unit Price	Amount	EM % Share	Dollar Amount	Comments
1	Mobilization	L.S.	1	\$ 220,500.00	\$ 220,500.00	40%	\$ 88,200.00	Cost Proportion for Post Tension, 2MG would be Convention and Less on Equipment
2	Development and Implementation of SWPPP * OWNER WILL PROVIDE	L.S.	1	\$ -	\$ -	0%	\$ -	
3	Tank Site Excavation	L.S.	1	\$ 88,200.00	\$ 88,200.00	45%	\$ 39,690.00	Earthworks at site for actual 2MG Tank provided in Civil 3D
4	Bedrock Excavation for Tank	C.Y.	15,000	\$ 36.27	\$ 544,000.00	47%	\$ 255,680.00	Earthworks at site for actual 2MG Tank provided in Civil 3D
5	4MG Tank (includes construction of water tank and appurtenances to 5' from wall)	L.S.	1	\$ 3,539,938.68	\$ 3,539,938.68	50%	\$ 1,769,969.34	Half of Concrete Tank
6	Tank Backfill and Site Grading	L.S.	1	\$ 296,293.40	\$ 296,293.40	45%	\$ 133,332.03	Percentage for Excavation
7	Revegetation	L.S.	1	\$ 4,000.00	\$ 4,000.00	45%	\$ 1,800.00	Percentage for Excavation
8	Erosion Control Blanket	S.Y.	5,400	\$ 8.50	\$ 45,900.00	45%	\$ 20,655.00	Percentage for Excavation
9	Vault Building and Retaining Wall	L.S.	1	\$ 281,271.60	\$ 281,271.60	10%	\$ 28,127.16	Larger Piping Required More Area for Valve Vault
10	Valve Vault Internal Piping	L.S.	1	\$ 255,300.00	\$ 255,300.00	25%	\$ 63,825.00	Larger Piping Upsize
11	Electrical/HVAC/SCADA	L.S.	1	\$ 231,200.00	\$ 231,200.00	0%	\$ -	This is needed Regardless - No Cost to City
12	Retention Pond (includes discharge structure and overflow spillway)	L.S.	1	\$ 129,643.20	\$ 129,643.20	50%	\$ 64,821.60	This would be half the size with 2MG
13	Access Roads and Parking Areas	L.S.	1	\$ 49,617.35	\$ 49,617.35	0%	\$ -	This is needed Regardless - No Cost to City
14	12" PVC Tank Drain Line	L.F.	45	\$ 230.00	\$ 10,350.00	0%	\$ -	This is needed Regardless - No Cost to City
15	18" PVC Upper Transmission Line	L.F.	420	\$ 265.00	\$ 111,300.00	0%	\$ -	This is needed Regardless - No Cost to City
16	18" PVC Tank Supply and Overflow Lines	L.F.	90	\$ 290.00	\$ 26,100.00	\$60	\$ 5,400.00	Difference between 12" & 18"
17	24" PVC Tank Transmission Line	L.F.	473	\$ 385.00	\$ 182,105.00	\$120.00	\$ 56,760.00	Difference between 18" & 24"
18	18" DIP 45-Deg Fitting	Each	1	\$ 4,300.00	\$ 4,300.00	0%	\$ -	This is only for Upper Zones
19	24" DIP 45-Deg Fitting	Each	1	\$ 6,500.00	\$ 6,500.00	\$2,200.00	\$ 2,200.00	Difference between 18" & 24"
20	20" HDPE Pump Discharge Line	L.F.	228	\$ 300.00	\$ 68,400.00	0%	\$ -	This is needed Regardless - No Cost to City
21	15" ADS Drain Line	L.F.	267	\$ 120.00	\$ 32,040.00	0%	\$ -	This is needed Regardless - No Cost to City
22	Black Vinyl Chain Link Fence and Gates	L.F.	859	\$ 69.00	\$ 59,271.00	130	\$ 8,970.00	Additional Perimeter of Fence above 2MG
23	Additional Cost to Construct & Maintain Access Roadway	L.S.	1	\$140,000.00	\$ 140,000.00	0%	\$ -	This is needed Regardless - No Cost to City
				\$ -	\$ -		\$ -	
	Construction Services			\$ 85,000.00	\$ 85,000.00	50%	\$ 42,500.00	50% of Construction Services
	Property	Acre	2.0	\$65,000.00	\$ 130,000.00	40%	\$ 52,000.00	2.0 MG OWR Tank reqd 1.2 ac; 4.0 MG reqd 2.0 ac; EMC Upsize 40% of total land value; Value at \$65,000/acre
				\$ -	\$ -		\$ -	
	TOTAL				\$ 6,541,230.23	TOTAL EM	\$ 2,633,930.13	

TOTAL OWR \$ 3,907,300.10



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

October 17, 2023, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Carolyn Love, and Brett Wright. Councilmember Jared Gray was excused.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Donna Burnham.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Tyler Maffitt, Communications Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Community Development Director; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; Steven Lehmitz, Planner; Jody Bates, Chief Deputy Recorder; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Brad Hickman, Public Works Director; Embret Fossum, Unified Fire Authority Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Cliff Strachan, Director of Legislative Affairs; Kimberly Ruesch, Finance Director; Angela Valenzuela, Human Resource Manager; Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Jeff Weber, Fleet and Facilities/Operations Director; and Michele Graves, Library Director.

Mayor Westmoreland called the meeting to order at 4:09 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Communications

- Councilmembers have been invited to review the City's new branding in the coming weeks. Staff anticipates bringing a proposal to accept the new City branding in the near future.
- Staff had selected a firm to redesign the City's website. This process is anticipated to take four to six months to complete once approved. A bid award is expected to come forward later this year.

Economic Development

- Recently Opened Businesses: Taqueria 27, Swig, and Utah Valley Pediatrics.

- Other businesses opening soon include Wing Stop and Burt Brothers. Businesses likely to open within the next two to three months include Jersey Mikes, Chipotle, Noodles & Co., and America First Credit Union.
- Despite some difficult economic times, Eagle Mountain is attracting interest from businesses large and small. The Eagle Mountain Chamber has also experienced tremendous growth, seeing a 400% increase in membership over the past 18 months, up to nearly 300.

Engineering

- Mid Valley Road has been paved and will be striped tomorrow. The road extension project is currently out for bid.
- Grimshaw continues drilling operations at Well 7 and has reached a depth of 100 feet.
- The start-up operations have been completed for the Pony Express and Corey Wride booster pumps.
- Test pumping began on Well 8 but there were issues with the pump. The development will be finished, and test pumping will be completed once the new pump arrives.
- Steel is onsite for the installation of the three traffic signals. They will start with Woodhaven Boulevard, then Majors Street, and finish at Stonebridge Lane.
- The Old Airport Road and Wride Memorial Highway intersection has been submitted to the Utah Department of Transportation (UDOT) for review and comment. The city should have 90% design drawings available for review by the end of the week.
- Contractors for the Alpine School District will be starting on the offsite sewer connection for the new middle school within the next couple of weeks.
- The Cedar Pass waterline has had issues passing bacteria tests.
- Staff will present a revised alignment and road classification for the Mid Valley Road connection into Saratoga Springs at the October 24th Planning Commission.

Facilities, Fleet, Emergency Management

- Dave Ulibarri is teaching a Community Emergency Response Team (CERT) training course for high school students.
- The Sewer Office building shingle replacement will start next week.
- The blinds in the library have been replaced.
- A soda fountain machine has been installed in the Sewer Office.
- Facilities parking lots crack seal is scheduled to be done this month.

Parks, Recreation, Events, and Cemetery

- Smith Ranch Community Park – The contractor is installing underground utilities and electrical. The ship date for the restroom is anticipated for the middle of December. Staff are working to finalize an electrical easement with Alpine School District.

Streets and Stormwater

- The Storm Water Department has started working on improvements to a detention pond on Vande Way in the Arrival subdivision. This will increase the pond compacity and increase the overflow compacity into Tickville Wash on heavy rainfall storms which will reduce the risk of back pressure into the stormwater system that has taken place this summer during heavy storms.

Public Utilities

- Staff successfully ran our Automatic Meter Reading (AMI) system and were able to pull 7,675 meter reads with a click of a button. This should reduce mobile collecting times by a day and a half.
- Staff successfully ran the secondary system through Corey Wride Park.

Community Development

- During the first half of October, the City issued 19 single-family residential permits, a commercial permit for Meta, certificates of occupancy for KNP Shell and Swig, and temporary certificates of occupancy for Utah Valley Pediatrics and Taqueria 27.
- Neighborhood Improvement will be planning some neighborhood cleanups, providing dumpsters, and working with residents to improve their neighborhoods. Notify staff of any neighborhoods that can benefit from the cleanups.
- Staff continued to make progress on the zoning map. Once it is completed, it will be brought forward for adoption by the Planning Commission and City Council as the official zoning map.
- The city is working to fix deficiencies in the Moderate Income Housing Report prior to resubmittal.

1.B. DISCUSSION – Timpanogos Special Service District Reorganization

Timpanogos Special Service District (TSSD) Board Chairman Sullivan Love stated that they desire to become an independent special district separate from the County as they feel it gives more power to the individual cities.

Attorney Mark Bell with Hayes, Godfrey, and Bell explained the difference between a special service district and a service district and the history of the TSSD. The County has advised the cities within the boundaries of TSSD of the County's determination that it will be in the best interests of the County and the cities for TSSD to become fully independent from the County and to be reorganized as a special district. The Administrative Control Board (ACB) agrees with the County's determination. Complications have arisen with the County operating on a fiscal year and the special service districts operating on a calendar year. Financial advantages of being a special district include that the underwriters for bonds will no longer include the County's financials in determining interest rates for bonds. Under the Special Districts Acts, there is a distinction between an included municipality and other municipalities whose boundaries are not entirely included within the jurisdictional boundaries of the special service district. Each included municipality has its City Council appoint a member to the Special District Board. The change would result in a nine-member board, excluding Eagle Mountain and Vineyard cities which only have a portion of their city within the jurisdictional boundaries.

Mr. Bell stated that although he recognizes Eagle Mountain's concerns with not being included on the board, during the history of TSSD, there has never been an occasion when the Eagle Mountain board member has voted against an action proposed by TSSD. Although all cities have board members, only the four original cities Alpine, American Fork, Lehi, and Pleasant Grove are guaranteed seats on the current TSSD board. He has discussed options with Eagle Mountain City

Attorney Marcus Draper including creating Eagle Mountain and Vineyard districts within the Special District with board vacancy appointments made by the County Commissioner or enacting State legislation to allow nonincluded cities that have as many or more residents serviced by the district as the included cities to have a seat on the board. He has not had the opportunity to reach out to the member cities regarding the requested letters of support for Eagle Mountain board membership but believes he can obtain the letters of support from the mayors if it will impact Eagle Mountain voting in affirmative for the reorganization to a Special District. He hopes that Eagle Mountain will be willing to take on trust and assurance that they will do everything they can to make the legislation happen.

TSSD Board Member David Bunker and City Manager for American Fork City reiterated that only the four original cities are guaranteed board members with TSSD. He explained that the other members are appointed by the County, the benefits of the change, and the potential for the County to change its mind should the reorganization be delayed. Even today the County could remove Eagle Mountain and place whomever they want on the board. He felt it is a stronger position to make the change to the district than to work on changing legislation.

Councilmember Curtis expressed frustration that Eagle Mountain's requests and proposed solutions have not been acted upon by TSSD representatives. He desires assurance of representation for both Eagle Mountain and Vineyard.

Councilmember Burnham recommended delaying the reorganization of the district until legislation is passed guaranteeing representation.

Councilmember Wright stated that he recognized how the change benefits TSSD; however, he is not a representative of TSSD. He represents Eagle Mountain City and does not see how this change benefits its residents. He agreed with Councilmember Burnham's suggestion to wait until the legislation has been passed before reorganizing TSSD while recognizing the risk that the County could change its mind in that time. He felt that there has been no effort made to secure reassurances for Eagle Mountain.

Discussion ensued concerning Councilmember concerns with Eagle Mountain not being guaranteed to have a seat on the board and whether to delay making the changes until legislation can be passed, letters of support from member cities and the County are obtained, or another avenue is found to ensure representation for Eagle Mountain and Vineyard cities.

1.C. DISCUSSION – City Trails Database

Public Works Director Brad Hickman presented the item stating despite all the trails within Eagle Mountain City, the only one officially recognized is the Pony Express Trail. The city has three bike/ATV/two-track trails with use agreements with the school and Institutional Trust Lands Administration (SITLA) but does not do anything to mark, classify, or maintain the trails. All other trails (excluding sidewalks, asphalt trails, and the bike park) are not authorized city trails and are not officially sanctioned or maintained. The city does not have a current trail map and has not installed signage, assigned use designation, or established use agreements with the landowners for the trails. Some trail apps have information regarding City trails but some of that data is inaccurate.

During the summer of 2023, City GIS interns:

- Digitally mapped with current imagery all trails, including sidewalks and asphalt, within Eagle Mountain City boundaries.
- Entered the data into a GIS database including information regarding land ownership, trail names, trail lengths, and conflicts.
- Traveled all the trails to QA/QC (quality assurance and quality control) and assessed them to determine maintenance issues and concerns, connectivity, and accuracy issues.

The timeline moving forward:

- October 2023 – Present the information to the Planning Commission and City Council for discussion and comments.
- January 2024 – Invite user group discussions and comments.
- April 2024 – Implement an Off-Street Trails Master Plan.
- May 2021 – Present the plan to the Planning Commission and City Council for official, final approval.
- July 2024 – Trails plan funding and budgeting annual maintenance.

GIS Intern Andrew Knowlton presented the trail mapping data he assisted in gathering and compiling of the city trail networks. He indicated there are 83 miles of trails which are located on City-owned property and 137 miles of the trails that are located on private property. The city has use agreements for some of the trails on SITLA land.

Councilmember Curtis requested staff to explore purchasing the land to finish the trail known as Jake the Snake.

Mr. Hickman explained the challenges in securing land for trails that cross properties with multiple landowners. Staff will meet with stakeholders and community groups to determine which trails to seek land procurements for and which trails to combine or remove in conjunction with creating a Trails Master Plan.

2. AGENDA REVIEW

10. AGREEMENTS

10.A. Professional Services Agreement (Cartegraph – Asset Management) – OpenGov

Councilmember Wright requested to have this item removed from the consent agenda and placed as a scheduled item for further discussion and consideration.

10.C. Water Tank Reimbursement Agreement - Oquirrh Wood Ranch, LLC

Items 10.B. and 10.C. were discussed concurrently.

Councilmember Curtis expressed concern with the city making enhancements benefitting Firefly where the city will not be receiving impact fees from residents living in the development.

City Administrator Paul Jerome explained that only partial sourcing from the well is being reserved for Firefly. Rather than receiving sourcing and storage impact fee reimbursement for the well improvements, the developer is paying for the water sourcing for the part of their development serviced by the well with upgrades they are making to increase the capacity of the well.

City Attorney Marcus Draper clarified that the city had put out a request for proposals for the well and the developer offered to pay for the well upgrades, including the money already spent on the project, to increase well flow from 1,400 gallons per minute (GPM) to 4,400 GPM in exchange for 3,000 GPM of the water being reserved to service the residents in Firefly.

City Engineer Chris Trusty stated that the city does not differentiate between water for different projects in the city.

Mr. Jerome stated that in addition to not needing to pay the cost upfront for the upgrades, once the well is completed, the city will be able to use the water until the Firefly development requires the water which will allow the deferment of constructing additional water sources to service the community as a whole as the City's needs for water have increased. As the City grows, a minimum of one water source in the north and one water source in the south service area will be needed year-round.

Applicant representative Chase Andrizzi confirmed that DAI prefers to install the infrastructure and allow the city to use the water until it is needed for their development rather than reimbursing Eagle Mountain the cost of the upgrade because they are able to complete the improvements faster and at a lower cost while meeting city standards.

Discussion clarified the developer's water rights obligations. Both the city and DAI will need to install additional water tanks in the future to meet population growth in the area for both Firefly and other developments. DAI would need to alter its agreement with the city and pay for additional storage should their use of the tank water exceed their allotted two million gallons.

Mr. Trusty said the tank will mostly service residents in the City Center; however, the elevation of the tank should assist with water pressure issues experienced by White Hills residents. It will be more economical to reimburse DAI to increase the size of the planned two-million-gallon tank rather than for the city to purchase a separate tank.

13. SAGE VALLEY PLAT AMENDED

- 13.A. ORDINANCE/PUBLIC HEARING – Sage Valley Subdivision Plat A – Rezone
- 13.B. PUBLIC HEARING/MOTION – Sage Valley Subdivision Plat A – Recorded Plat Amendment

Councilmember Wright stated that he is having difficulty understanding how the proposal would meet the RD2 Zone, particularly the $\frac{3}{4}$ acre lot average standard. He is unsure about the logic of including property in a different zoning designation to help these lots meet the average lot size requirement. Councilmember Curtis concurred.

Mr. Draper referenced footnote 7 in the EMMC Residential Development Standards Table, “The minimum average lot size is calculated across an entire preliminary plat or large neighborhood and is verified by the approval authority of a preliminary plat,” to explain that lot size average requirements are geared towards the initial approval. The Municipal Code excludes an average lot size standard specific to plat amendments. Standards could be created and codified to address the ambiguity.

Planner Steven Lehmitz explained that the current zoning for the property is Residential. The RD2 Zone was suggested because Sage Valley will likely be rezoned to the RD2 Zone when the zoning is updated to meet current designations unless the city determines to zone the one-acre lots on the west independent of the half-acre lots.

Discussion clarified septic system requirements in relation to lot sizes.

Councilmember Wright advocated for RD1 as the appropriate zoning for the property due to the size of the surrounding lots and his desire to protect large lots by guarding against creating conflicting and noncongruent uses.

Mr. Lehmitz explained that the staff report indicated that seven other properties in Sage Valley could potentially meet the standards, including setbacks and frontages, to be able to subdivide their lots in congruence with RD2 standards. He has since received updated information regarding Old Airport Road that suggested the number of lots in Sage Valley that could qualify for subdivision could be greater than seven.

Discussion ensued regarding factors that would allow for or limit the ability to subdivide lots in Sage Valley other than frontage width and which lots could potentially qualify to be divided under RD2 zoning standards.

Councilmember Burnham stated although she is a strong proponent for property rights, she is struggling with allowing the subdivision of large lots due to what has happened in other cities and the fact that Eagle Mountain is still a growing city, still building one-acre lots.

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 17.76.070 Solar Energy Devices (Panels or Collectors)

Mr. Lehmitz verified that Wildlife Biologist/Environmental Planner Todd Black had reviewed the recommendations made by the Eagle Mountain Nature and Wildlife Alliance submitted to the city

in an email. Because netting is required to meet industry standards, Mr. Black was not concerned about low-quality netting endangering birds or other wildlife.

- 14.B. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 - Chapters 17.10, 17.25, 17.72 and 17.55 by adding definitions for alley and service drives (17.10), adding fire department related access standards for single-family homes (17.25) and rear-loaded multi-family structures (17.72), adding service drive standards (17.55), and revising ADA parking standards (17.55).

Councilmember Love expressed concern with EMMC 17.55.040(3) requiring developers to contact the fire department due to the possibility of inconsistency in responses. She stated that outside of the meeting she had discussed with Planning Manager Robert Hobbs replacing the verbiage with a set standard with four diagrams to allow the developer to select the option best suited for their development to provide adequate turnaround for fire department equipment.

15. ORDINANCES

- 15.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Repeal and Replace Chapter 3.20 Purchasing Policy.

Councilmember Curtis noted that the City Council had received a document from staff with preferred wording that differs from the packet materials.

Councilmember Love requested to add, “or ten percent of the original amount,” to EMMC 3.20.030(H)(5), “The city council must approve change orders to a contract when the total amount of all such change orders exceeds seventy-five thousand dollars (\$75,000.00)”. She prefers for purchases for large amounts to come before the City Council to allow placeholders in the budget for instances when the City does not have all the details for future projects, the possibilities of changes between the time of the approval and the time of the purchase, and because the current budget was reviewed under the understanding that large purchases over \$40,000 would require additional approval by the Council.

Purchasing Agent Melissa Yates explained that additional City Council review of large purchase hinders purchases and the completion of projects. Supply challenges caused by the pandemic combined with delays in purchasing can cause the city to miss the opportunity to purchase product, particularly vehicles. Accordingly, she worked to identify the types of purchases where the Council desires to exercise further oversight to create an exceptions list.

Mayor Westmoreland noted the difficulty in creating an exceptions list for purchase review rather than a set dollar amount due to the variance in the opinion of past, current, and future Councilmember areas of concern. He inquired if it would be better to identify the purchase review categories through policy rather than Municipal Code to facilitate alterations and customization of the list.

Discussion ensued regarding concerns with understanding the intent, provisions, and ramifications of every item during budget approval, potential procedure changes to identify items requiring City Council review through budget specificity and communication, and the removal of ambiguity for medium and large purchases to ensure appropriate City Council oversight while reducing purchasing burdens and inefficiencies for staff.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the work session at 6:29 p.m.

7:00 P.M. POLICY SESSION

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Carolyn Love, and Brett Wright.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Donna Burnham and Jared Gray.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Brandon Larsen; Community Development Director; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; Steven Lehmitz, Planner; Jody Bates, Chief Deputy Recorder; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Brad Hickman, Public Works Director; Embret Fossum, Unified Fire Authority Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Cliff Strachan, Director of Legislative Affairs; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; and Jeff Weber, Fleet and Facilities/Operations Director.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:16 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Curtis led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- The Tooele Army Depot has stopped its open detonations for the year. Residents can anticipate a return of munitions disposals in April 2024.

- Join Eagle Mountain City and the Eagle Mountain Nature and Wildlife Alliance on Wednesday, October 18th at Walden Park for Stargazing 101. Dr. Joe Jensen, professor of physics at Utah Valley University will lead a stargazing activity. Those in attendance are encouraged to bring their telescopes for a fun night of stargazing.
- Eagle Mountain residents are encouraged to end lawn watering for the year. Thank you to those who participated in the City's water conservation recommendations this year.
- Residents can obtain CPR training throughout the month of October with our program offering "Shocktoberfest." Sign up and learn more using Eagle Mountain City social media.
- Residents who do not use social media to stay in touch with the city are encouraged to sign up for the City's text notification system. Weekly, the city sends updates on news, important information, and sign-ups for recreational sports. Learn more at eaglemountaincity.com.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:20. As there were no comments, he closed public comments.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Burnham

Councilmember Burnham expressed gratitude for her ability to attend remotely and expressed appreciation to the meeting attendees.

Councilmember Love

Councilmember Love thanked the citizens, first responders, and staff for their involvement in the community and all they do to make the city great.

Councilmember Wright

Councilmember Wright echoed the sentiments expressed by Councilmembers Burnham and Love. He praised City Administrator Paul Jerome for his willingness, effort, and excellence in fulfilling his duties and communicating with the individual Councilmembers.

Councilmember Curtis

Councilmember Curtis recognized Mr. Jerome for bridging the perceived and actual gaps between staff and the City Council. He expressed appreciation for the time and energy invested by his fellow Councilmembers and the grace they have offered him when disagreements have arisen.

9. MOTION

- 9.A. MOTION – Approval of the Nomination by the Eagle Mountain Youth Council for Kayson Welch, with a term to expire in June 2024

MOTION: *Councilmember Burnham moved to approve the nomination by the Eagle Mountain Youth Council for Kayson Welch, with a term to expire in June 2024. Councilmember Wright seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☒ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

CONSENT AGENDA

10. AGREEMENTS

10.A. Professional Services Agreement (Cartegraph – Asset Management) – OpenGov

10.B. White Hills Well Upgrade Agreement – Oquirrh Wood Ranch, LLC

10.C. Water Tank Reimbursement Agreement - Oquirrh Wood Ranch, LLC

11. BOND RELEASES

11.A. Harmony Phase A, Plat 4.1 – Into Warranty

11.B. Harmony Phase A, Plat 6 – Into Warranty

11.C. Harmony Phase A, Plat 7 – Into Warranty

12. MINUTES

12.A. October 3, 2023 Minutes – Regular City Council Meeting

MOTION: *Councilmember Curtis moved to approve the consent agenda removing item 10.A. and placing it as a regularly scheduled item. Councilmember Love seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☒ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

SCHEDULED ITEMS

10. AGREEMENTS

10.A. Professional Services Agreement (Cartegraph – Asset Management) – OpenGov

Councilmember Wright stated that although he feels this agreement is in the best interest of the city and has been a proponent of it, he desires to have a broader understanding of what the city is trying to accomplish, plans for implementation, and the benefit and impact to other departments of this software purchase.

Staff explained that failures with current software require either finding a resolution with the current company or utilizing other software. After the current company was unable to find viable solutions, the city sought other options. OpenGov software would provide capabilities the city lacks, permit the utilization of GIS data during application review, assist staff with keeping up with growth, and offer residents more tools such as online submittals. Selecting software through OpenGov for multiple departments was arbitrary rather than intentional or a part of a wider implementation plan.

Public Works Director Brad Hickman explained that although the software costs more than was budgeted for, it will benefit all Public Works rather than only one department. OpenGov software provides the features desired by the city and the simplicity of the programs increases the likelihood of it being fully utilized by staff. OpenGov offers other software the city could consider purchasing; however, this purchase neither requires nor commits Eagle Mountain to using their other products.

Councilmember Curtis requested that the contract include a remediation clause to protect the City and provide options for redress should the software not function as promised or OpenGov fails to meet deadlines or deliverables.

City Attorney Marcus Draper clarified that the three-year agreement can only be terminated early due to a material breach of contract.

MOTION: *Councilmember Curtis moved to approve a Professional Services Agreement (Cartegraph – Asset Management) – OpenGov. Councilmember Love seconded the motion.*

Those Voting Yes

☒ Donna Burnham
☒ Colby Curtis
☐ Jared Gray
☒ Carolyn Love
☒ Brett Wright

Those Voting No

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

Those Abstaining

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

Those Absent

☐ Donna Burnham
☐ Colby Curtis
☒ Jared Gray
☐ Carolyn Love
☐ Brett Wright

The motion passed with a unanimous vote.

13. SAGE VALLEY PLAT AMENDED

13.A. ORDINANCE/PUBLIC HEARING – Sage Valley Subdivision Plat A –
Rezone

Planner Steven Lehmitz presented the item. Near the end of July, staff was contacted by the applicants with questions about how to pursue dividing their 1.45-acre lot number 16 in Sage Valley Plat A to create an additional lot. The applicants expressed that this change would fit within their neighborhood as many of the lots are smaller. It was found that Sage Valley was zoned Residential and developed through the Sage Valley Master Development Agreement (MDA), entered into on July 6, 1999. The MDA vested 67 units across the development and Plat A, with 21 lots, was developed with one-acre minimum lots. On September 6, 2005, the MDA was amended, increasing the total vested units to 98, meaning an additional 77 lots could be developed. Sage Valley Plat B platted all 77 of those lots, with ½-acre minimum lot sizes. Sage Valley Plat B Phase 2 combined lots 36 and 37 to create one two-acre lot. The RD2 Zone requires a ¾-acre minimum average lot size.

Mayor Westmoreland opened the public hearing at 7:53 p.m.

Applicant Todd Panter said they had been residents for twenty years and in the past have opposed lot subdivision. They have the unique circumstance of being the largest lot in their neighborhood and would not be making the request if Sage Valley Plat B had one-acre lots. They have explored all their options and feel this is the best thing for the neighborhood. Thirteen of the owners of the 20 one-acre lots, excluding themselves, have signed a petition in favor of their request. He indicated lot 16 is already stubbed for utilities and a meter. He believes that the developer had originally intended for two lots on the property.

Leslie Austin and Bettina Cameron spoke against the proposal, and Susan Hartwell and Gail Black submitted emails against the proposal due to concerns about creating precedence resulting in the subdivision of other large lots in the City.

Mayor Westmoreland closed the public hearing at 8:01 p.m.

Councilmember Wright stated that although he feels it is a reasonable request, he is unsure if the resulting lots would meet Municipal Code standards and the average lot size requirements and is sensitive to the existing nature of the community. He recognizes the possibility of the subdivision of large lots in the city even though it is not in line with his desires. Nevertheless, he is hesitant to begin the process of spot zoning especially where he believes the majority of the neighbors are willing to support the Panthers as opposed to desiring to change the neighborhood to RD2 zoning. Accordingly, he is unable to find himself in favor of this petition.

Councilmember Burnham stated that although she wants to be able to approve the request, she does not feel that she can.

Councilmember Love said she feels the same as Councilmember Burnham in her desire to be able to support the request. However, she is also sensitive to other people purchasing lots with the understanding the neighborhood would remain one-acre lots. She assumes that the reason the lot might have been planned as two properties then combined into one lot was to meet the one-acre lot size minimum. Due to State allowances for Accessory Dwelling Units (ADUs), she suspects that the density of the neighborhood will increase without the subdivision of lots.

Councilmember Curtis stated that he finds himself in agreement with his fellow Councilmembers.

MOTION: *Councilmember Love moved to deny a rezone for Sage Valley Subdivision Plat A. Councilmember Curtis seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☒ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

13.B. PUBLIC HEARING/MOTION – Sage Valley Subdivision Plat A – Recorded Plat Amendment

Due to the denial of item 13.A., the plat amendment request is not valid and was not presented or discussed during the meeting.

14. ORDINANCES/PUBLIC HEARINGS

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 17.76.070 Solar Energy Devices (Panels or Collectors)

Wildlife Biologist/Environmental Planner Todd Black presented the item. The proposed ordinance amends EMMC 17.76.070 Solar Panel Protection, in order to discourage or prevent birds from nesting and roosting under the panels. To resolve concerns expressed by the Eagle Mountain Nature and Wildlife Alliance, he recommended alternative language to what was proposed in the staff report to amend EMMC 17.76.070(B)(4) to ensure that wildlife-safe netting materials are used “Collectors on rooftops shall have a *solar skirt/netting* installed around the entire panel array *per industry standards* and maintained in good repair”..

Discussion ensued comparing the price for residents to pay for netting installation by the solar company compared to residents installing appropriate, industry-standard netting themselves with consideration of the cost of loss of service and repair or replacement of solar panels damaged by pigeons.

Mayor Westmoreland opened the public hearing at 8:16 p.m.

Marian Burningham submitted an email and Bettina Cameron spoke on behalf of the Eagle Mountain Nature and Wildlife Alliance requesting an amendment to the verbiage of the standards to require specific netting materials due to concerns some materials could cause harm to birds and other wildlife.

Mayor Westmoreland closed the public hearing at 8:19 p.m.

Councilmember Curtis supported adding wording to ensure appropriate materials are used without being too prescriptive to allow residents some flexibility and to prevent needing to amend standards if a suitable material was unintentionally omitted.

Councilmember Love concurred with Councilmember Curtis and feels that adding “per industry standards” should resolve concerns about inappropriate materials being used while permitting options for residents.

MOTION: *Councilmember Curtis moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Section 17.76.070 Solar Energy Devices (Panels or Collectors) as presented in the meeting with the change to EMMC 17.76.070(B)(4), “Collectors on rooftops shall have a solar skirt/netting installed around the entire panel array per industry standards and maintained in good repair. These must be attached below the panels and above the roof to prevent birds from getting under the panel and nesting and/or roosting.” Councilmember Wright seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
☒ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>
☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☒ <i>Jared Gray</i>
☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

14.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Title 17 - Chapters 17.10, 17.25, 17.72 and 17.55 by adding definitions for alley and service drives (17.10), adding fire department related access standards for single family homes (17.25) and rear-loaded multi-family structures (17.72), adding service drive standards (17.55), and revising ADA parking standards (17.55).

Planning Manager Robert Hobbs reviewed the proposed amendments.

Mayor Westmoreland opened the public hearing at 8:26 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Love moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Title 17 - Chapters 17.10, 17.25, 17.72, and 17.55 by adding definitions for alley and service drives (17.10), adding fire department related access standards for single-family homes (17.25) and rear-loaded multi-family structures (17.72), adding service drive standards (17.55), and revising ADA parking standards (17.55) with the following changes:*

- 1. Replace the language under EMMC 17.55.040(3) with “Service Drives Exceeding 150’. Service drives exceeding 150’ in length shall have a fire department turnaround at the 150’ mark. The configuration of the turnaround shall match one of the four diagrams below (unless approved otherwise by the Fire Department), shall be configured to support 75,000 pounds GVW, shall not exceed 10% in grade, and shall be surfaced per Fire Department requirements unless superseded by the city;” and*
- 2. Add the four diagrams illustrating the acceptable turnarounds as indicated in EMMC 17.55.040(3).*

Councilmember Curtis seconded the motion.

Those Voting Yes

☒ Donna Burnham
☒ Colby Curtis
☐ Jared Gray
☒ Carolyn Love
☒ Brett Wright

Those Voting No

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

Those Abstaining

☐ Donna Burnham
☐ Colby Curtis
☐ Jared Gray
☐ Carolyn Love
☐ Brett Wright

Those Absent

☐ Donna Burnham
☐ Colby Curtis
☒ Jared Gray
☐ Carolyn Love
☐ Brett Wright

The motion passed with a unanimous vote.

15. ORDINANCES

- 15.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Repeal and Replace Chapter 3.20 Purchasing Policy.

Councilmember Gray joined the meeting virtually at 8:30 p.m.

Purchasing Agent Melissa Yates presented the item and explained the purpose of the purchasing policy. Purchasing code value limits have not been updated since 2012 with change order amounts remaining the same since 2002. Consumer prices and inflation rates have reduced the buying power of the dollar while product prices have increased exponentially. Population growth requires more infrastructure, and Eagle Mountain needs purchasing power to support growth.

Growth in City employees, tasks, and infrastructure requires updated and refined purchasing policies and procedures. The City needs policies that speed up the purchasing process and allow

flexibility so projects can be completed at the speed at which the City is growing. Purchasing policies need to be kept up to date and in alignment with State Code.

The proposed Purchasing Policy:

- Provides concise and clear instructions for purchasing, reformatted for ease of use.
- Accommodates consumer price and inflation rates by adjusting the value limits.
- Adjusts value limits and processes allowing staff timely and efficient purchasing power for goods and services.
- Updates the change order process and change order value limits.
- Allows City Council to award contingency amounts for a project.
- Allows staff to make a purchase once it is approved in the budget (with exceptions), significantly reducing the processing time and allowing quicker project start times.
- Allows more flexibility in selecting a bid that fits the needs of Eagle Mountain City.
- Is in alignment with the State Code.

Ms. Yates stated that she added “or ten (10) percent of the original amount,” to EMMC 3.20.303(H)(5) as requested by Councilmember Love during the work session discussion of the item.

Councilmember Wright noted the differences in opinion between Councilmembers on the item and the imperfections of the Council’s request for certain items to require additional Council approval that might cause difficulties for staff. In his perspective, the exceptions are still needed at this juncture in time. He suggested a trial period with the exceptions. Afterwards, staff can report on issues that arise and adjustments can be considered accordingly. He said Councilmember Love had pointed out to him before the meeting that the existing budget was not evaluated in conjunction with the proposed standards.

Ms. Yates proposed providing the City Council with a detailed printout of the existing budget and communicating which areas would be impacted by the changes. The current system requires approval by the City Administrator for larger purchases.

Councilmember Love recommended requiring items in the large purchase category to be approved by the City Council by July 1, 2024. Alternatively, instead of exceptions requiring City Council approval, the standards could require all larger purchases to be reviewed except for specified categories like vehicles and similar items that could be impeded by approval delays.

Councilmember Curtis stated that while he agrees with Councilmember Love’s concerns, he is unsure if the Council needs to approve all large purchases such as vehicle procurement to prevent long, onerous agendas while still ensuring the appropriate checks and balances through City Council review of certain items.

Discussion explored items in the current budget that would require City Council approval under the existing standards and clarifying which items would require review under the current and proposed procurement policies.

Councilmember Gray stated that he wants staff to be able to function efficiently on a day-to-day basis to be able to perform the duties of the city. Nevertheless, he wants the City Council to be involved in and offer input on actions that affect policy and/or to allow staff to bring items forward that might not require approval but that they desire input on prior to further action.

Councilmember Burnham said that although she is amenable to the staff's request to remove the exceptions, she would be comfortable with retaining the exceptions to support the concerns of her fellow Councilmembers.

Mayor Westmoreland expressed concern with the appropriate location to standardize the exceptions due to the variance in the opinion of Councilmembers, on the present and future City Councils, regarding which purchases should require review. As such, he is hesitant to have the exceptions codified in Municipal Code standards and would prefer to have them listed in a more central area that is easier to change and does not require altering multiple documents.

Mr. Jerome clarified that listing the exceptions in the Policies and Procedures would also require a formal amendment in a City Council meeting. Only an internal control would allow for a staff-level change rather than the full amendment process. He desires to remove ambiguity for staff to clearly know which items require further approval.

Ms. Yates noted that many purchases are impeded and endangered by delays, and it would be exceptionally tedious for each department to determine and separate items to require City Council approval.

Discussion ensued regarding the following:

- The ability to evaluate future budgets with consideration of the procurement standards and to amend the standards to adjust the exceptions as merited.
- Clarification of the types of items the City Council desires to approve individually; and
- Whether to include in the standards that large items in the current budget require review or to have staff pledge to bring those items back without codifying the requirement.

MOTION: *Councilmember Wright moved to adopt an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code to repeal and replace Chapter 3.20 Purchasing Policy as follows:*

- 1. With the wording contained in the packet rather than the preferred wording requested by staff in an email to the City Council.*
- 2. Allow staff to make non-substantive formatting changes.*
- 3. With instruction to staff to review the current budget to identify items of concern to be brought back to the City Council for discussion; and*
- 4. Change EMMC 3.20.030(H)(5) to, "The city council must approve change orders to a contract when the total amount of all such change orders exceeds seventy-five thousand dollars (\$75,000.00) or ten (10) percent of the original amount provided the overall projected budget is not exceeded; however, a budget amendment may be approved by the city council to allow for an increase in the budget."*

Councilmember Curtis seconded the motion.

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
☒ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>
☒ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>
☐ <i>Carolyn Love</i>	☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>
☐ <i>Tom Westmoreland</i>	☒ <i>Tom Westmoreland</i>	☐ <i>Tom Westmoreland</i>	☐ <i>Tom Westmoreland</i>

The motion passed with a vote of 4:2. (motion failed, see following discussion regarding the vote)

Mayor Westmoreland clarified that he voted against the proposal because although he recognizes the need to update the procurement standards, he feels the standards require additional refinement prior to approval of the changes.

Councilmember Gray left the meeting at 9:18 p.m.

The following portion of the discussion and subsequent motions occurred following item 18.

Mr. Draper clarified that per State statute, adopting an ordinance impacting the duties and responsibilities of the mayor requires a vote of the majority of the Councilmembers and the Mayor or all Councilmembers except the Mayor. As such, due to the Mayor and Councilmember Love voting against the item, the *motion failed*. He explained that as the Chief Executive Officer, one of the mayor's functions is to approve certain contracts under the procurement code. Even though it has an indirect impact on his authority, out of an abundance of caution, the mayor should be included in the vote on the ordinance. His interpretation is that the unanimous vote requirement is intended to indicate the quorum of all Councilmembers present.

Councilmember Love stated that as she does not desire to delay the item, she is willing to reconsider her vote.

MOTION TO RECONSIDER: *Councilmember Curtis moved to reconsider item 15.A. Councilmember Wright seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>	☐ <i>Donna Burnham</i>
☒ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>	☐ <i>Colby Curtis</i>
☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☐ <i>Jared Gray</i>	☒ <i>Jared Gray</i>
☒ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>	☐ <i>Carolyn Love</i>
☒ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>	☐ <i>Brett Wright</i>

The motion passed with a unanimous vote.

MOTION:

Councilmember Curtis moved to adopt an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code to repeal and replace Chapter 3.20 Purchasing Policy as follows:

- 1. With the wording contained in the packet rather than the preferred wording requested by staff in an email to the City Council;*
- 2. Allow staff to make non-substantive formatting changes;*
- 3. With instruction to staff to review the current budget to identify items of concern to be brought back to the City Council for discussion; and*
- 4. Change EMMC 3.20.030(H)(5) to, “The city council must approve change orders to a contract when the total amount of all such change orders exceeds seventy-five thousand dollars (\$75,000.00) or ten (10) percent of the original amount provided the overall projected budget is not exceeded; however, a budget amendment may be approved by the city council to allow for an increase in the budget.”*

Councilmember Wright seconded the motion.

Those Voting Yes

☒ Donna Burnham

☒ Colby Curtis

☐ Jared Gray

☒ Carolyn Love

☒ Brett Wright

☐ Tom Westmoreland

Those Voting No

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

☒ Tom Westmoreland

Those Abstaining

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

☐ Tom Westmoreland

Those Absent

☐ Donna Burnham

☐ Colby Curtis

☒ Jared Gray

☐ Carolyn Love

☐ Brett Wright

☐ Tom Westmoreland

The motion passed with a vote of 4:1.

16. LEGISLATIVE ITEMS

16.A. UPDATE – Legislative Priorities List

Director of Legislative Affairs Cliff Strachan updated the City Council regarding additions to and progress made on the Legislative Priorities List.

Councilmember Curtis proposed to add a review of EMMC 17.25.040 superscript 7 to the legislative priorities list to clarify that although new developments take into account the entire plat to determine lot size averages, plat amendments are required to meet the standards for individual lots. Councilmembers Love, Wright, and Burnham supported the request.

17. CITY COUNCIL/MAYOR’S BUSINESS

18. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Burnham

Councilmember Burnham thanked the City Council for approving the new Youth Councilmember appointment. The Youth Council has requested a discussion at their next meeting on November

8th with the Planning Department and a developer regarding the development process. The city is still seeking Youth Council advisors.

Councilmember Love

None.

Councilmember Wright

Councilmember Wright invited the Mayor and Councilmembers to participate in the American Legion Post 111 Veteran's Day Breakfast, on November 11, 2023, at the Overland Barn. Volunteers should arrive at 6:00 a.m. and plan to serve until 11:00 a.m. Breakfast will be served to veterans from 8:00 a.m. to 10:00 a.m.

Mayor Westmoreland

Mayor Westmoreland said that American Legion Post 111 is putting together a proposal to work with the city regarding a new facility.

Councilmember Curtis

Councilmember Curtis encouraged residents to vote in the upcoming Municipal Election.

19. COMMUNICATION ITEMS

19.A. Upcoming Agenda Items

20. ADJOURNMENT

MOTION: *Councilmember Wright moved to adjourn at 9:38 p.m. Councilmember Curtis seconded the motion.*

Those Voting Yes

☒ Donna Burnham

☒ Colby Curtis

☐ Jared Gray

☒ Carolyn Love

☒ Brett Wright

Those Voting No

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those Abstaining

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those Absent

☐ Donna Burnham

☐ Colby Curtis

☒ Jared Gray

☐ Carolyn Love

☐ Brett Wright

The motion passed with a unanimous vote.

The meeting was adjourned at 9:38 p.m.

Approved by the City Council on November 7, 2023.

Fionnuala B. Kofoed, MMC

DRAFT

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	Approval of Extended Construction Hours as per EMMC 8.15.080(G) for the Construction of Well #7		
ITEM TYPE:	Variance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council motion to approve of extended construction hours as per EMMC 8.15.080(G) for the construction of Well #7.

BACKGROUND:

City Code 8.15.080 regulates noise

G. Construction Work. It is unlawful for any person to perform or cause to be performed any construction work on any construction site under his control in such a manner as to violate EMMC [8.15.070\(C\)](#).

The city council may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work for or on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants;

Drilling continuously means that that the drilling company doesn't have to remove the drill equipment at the end of the days drilling each day and reinsert the next day which in cold weather could be a five hour process in total. The drilling company would also still be required to keep an employee onsite overnight to ensure that the mudding system didn't freeze up should they stop drilling overnight. To alleviate concerns with 24 hour drilling the City asked for costs for a sound wall to be included in the proposal from the drilling contractor which has been installed approximately 40 feet west of the

west property lines of the homes located on White Birch Drive.

On 10/31 City staff conducted sound readings at the drill site. The findings were as follows:

- Decibel level 25 feet away from operating drilling equipment was 75 to 77 dB.
- A decibel level reading taken at the sound wall was 70-72 dB.
- The decibel level measured immediately behind sound wall was 61-64 dB.
- For a reference, the decibel reading of traffic on Pony Express Parkway at the Northwest corner of the home located at 7501 North White Birch Drive was 64-76 dB.
- The distance from the sound wall to the drill rig/equipment is approximately 86 feet. The distance from the drill to the nearest home is 233 feet.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	SITE PLAN AMENDMENT - Eagle Mountain Pet Care		
ITEM TYPE:	Amended Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Tucker Nipko		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial Community	ACREAGE 0.63 Acres	COMMUNITY The Marketplace at Eagle Mountain Town Center
PUBLIC HEARING: No PREPARED BY: Steven Lehmitz, Planning PRESENTED BY: Steven Lehmitz	RECOMMENDATION: Staff recommends the City Council approve the Site Plan Amendment for Eagle Mountain Pet Care with the following condition: Updated plans are submitted to Staff to reflect the access changing and any other subsequent changes made to the site. BACKGROUND: On September 19, 2023, the Eagle Mountain City Council approved the site plan of Eagle Mountain Pet Care on Lot 205, The Marketplace at Eagle Mountain Town Center Phase 2, also identified as 1495 E. Raven Way (Parcel 67:144:0205). Two weeks later the applicant brought to the attention of Staff that the master developer for the Marketplace had already installed the site's access and it didn't align with the Pet Care's approved site plan. The applicant is proposing the approved site plan be amended to move the access point to match what has already been installed. ITEMS FOR CONSIDERATION: For other sites in the Marketplace development, each site has constructed their own access drives, sometimes removing curb and gutter that had previously been installed. Eagle Mountain Pet Care is the first site where the master developer has installed the access drive prior to the site receiving their individual site approval.		

The City Engineer, Chris Trusty, has expressed a preference for the access drive to line up with the access across Raven Way.

If the City Council approves the amendment to the site, site layout will need to be changed, including parking, landscaping, and lighting. The approved site plan included 26 parking stalls and only 20 are required.

If the City Council denies the site plan amendment request, it should be noted that, per the Notice of Decision, "In no event shall City be liable to developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties."

REQUIRED FINDINGS:

Site Plan approvals are based upon compliance with EMMC 17.100, 17.72 and any other applicable standards.

PLANNING COMMISSION ACTION/RECOMMENDATION:

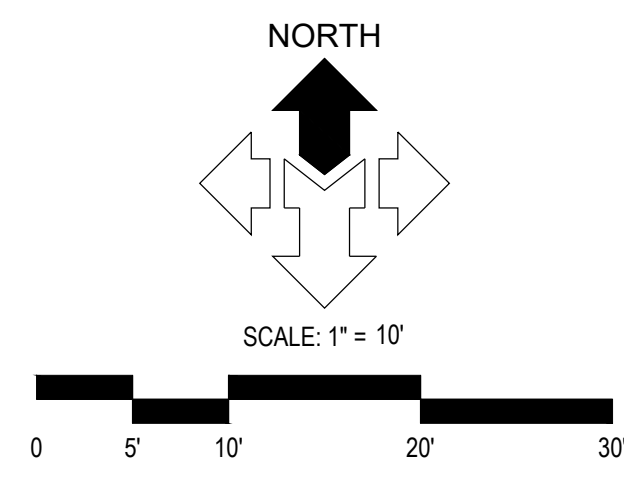
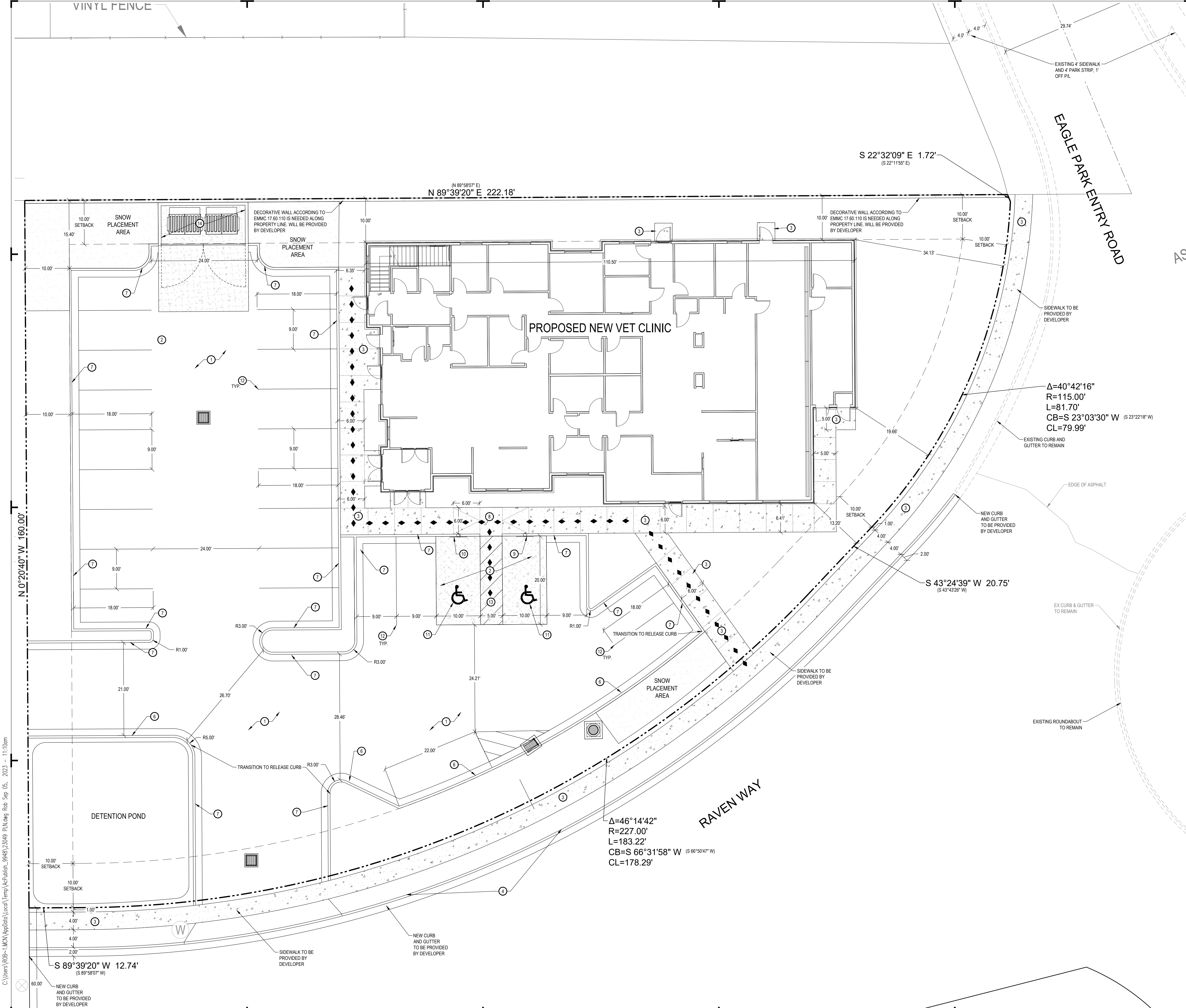
N/A

ATTACHMENTS:

[Approved Access - Eagle Mountain Pet Care](#)

[Site Access Plans - Eagle Mountain Pet Care](#)

[Notice of Decision - Eagle Mountain Pet Care](#)



DESCRIPTION	AREA	%
HARDSCAPE	15,455 SQFT	56%
LANDSCAPE	6,072 SQFT	22%
BUILDINGS	5,998 SQFT	22%
TOTAL	27,525 SQFT	100%

GENERAL NOTES:
ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.
SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.
ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

- KEYED NOTES:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
 - 2 HEAVY DUTY CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
 - 3 CONCRETE SIDEWALK, PER APWA PLAN NO. 231.
 - 4 CONCRETE FLARE DRIVE APPROACH, PER APWA PLAN NO. 221.1, TO BE SAWCUT INTO EXISTING CURB AND GUTTER.
 - 5 CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
 - 6 24" CONCRETE CURB AND GUTTER. SEE DETAIL 'D2', SHEET C5.01.
 - 7 24" CONCRETE RELEASE CURB AND GUTTER. SEE DETAIL 'D3', SHEET C5.01.
 - 8 ADA RAMP. SEE APWA PLAN NO. 236.3, FOR RAMP DETAIL.
 - 9 ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
 - 10 VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
 - 11 PAINTED ADA SYMBOL. SEE DETAIL 'D5', SHEET C5.01.
 - 12 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
 - 13 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
 - 14 DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - 15 ACCESSIBLE ROUTE WITH MAXIMUM 1:48 CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

Blue Stakes of UTAH
bluestakes.org

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

McNEIL ENGINEERING
Economic and Sustainable Designs, Professionals You Know and Trust
8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.355.7700 mcnengineering.com

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & HDS

GODDERIDGE VETERINARY CLINIC

1495 EAST RAVEN WAY
EAGLE MOUNTAIN, UT

REV	DATE	DESCRIPTION

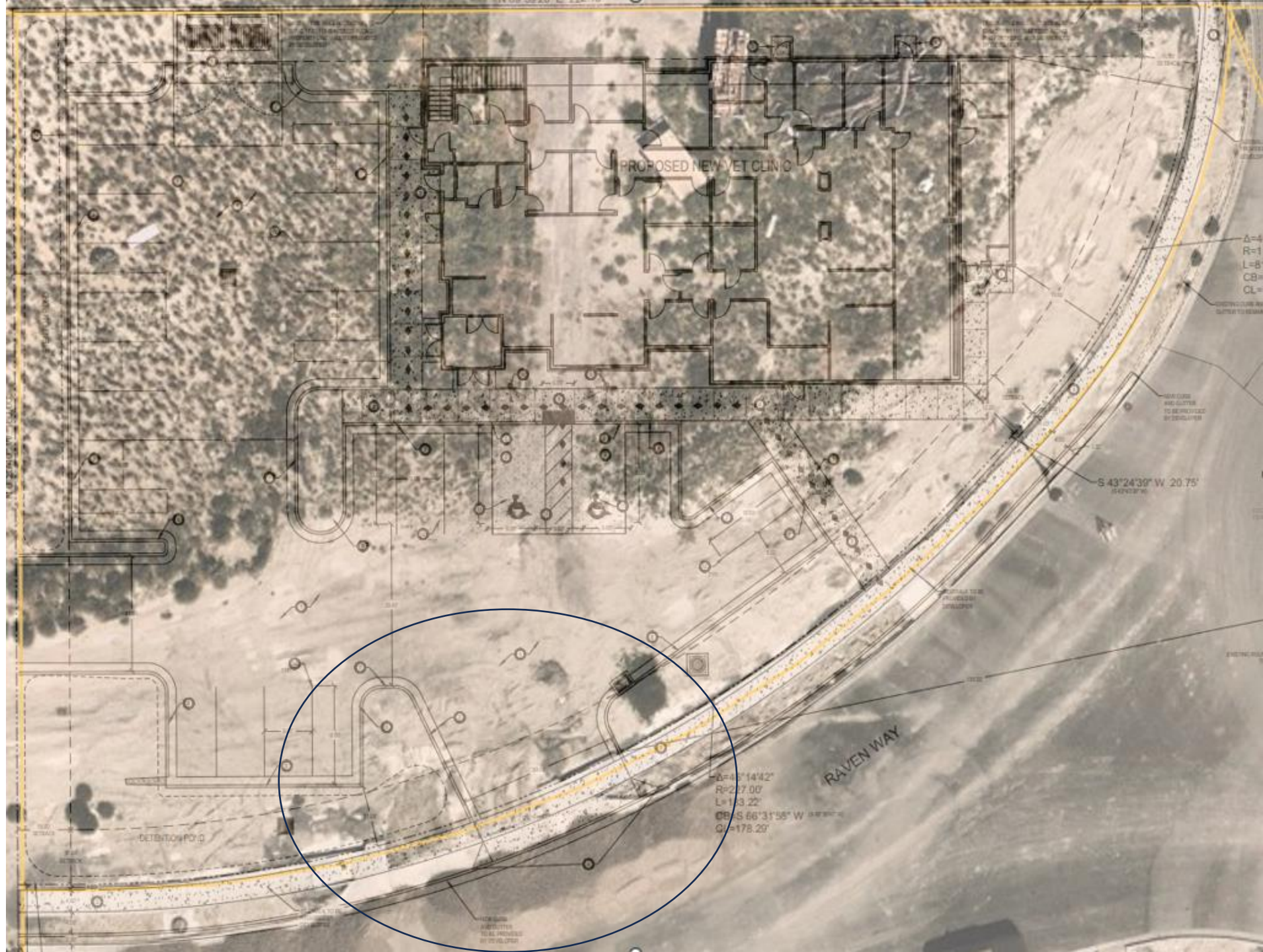
PROJECT NO: 23049
DRAWN BY: TJO
CHECKED BY: RJP
DATE: 9-05-2023

CIVIL SITE PLAN

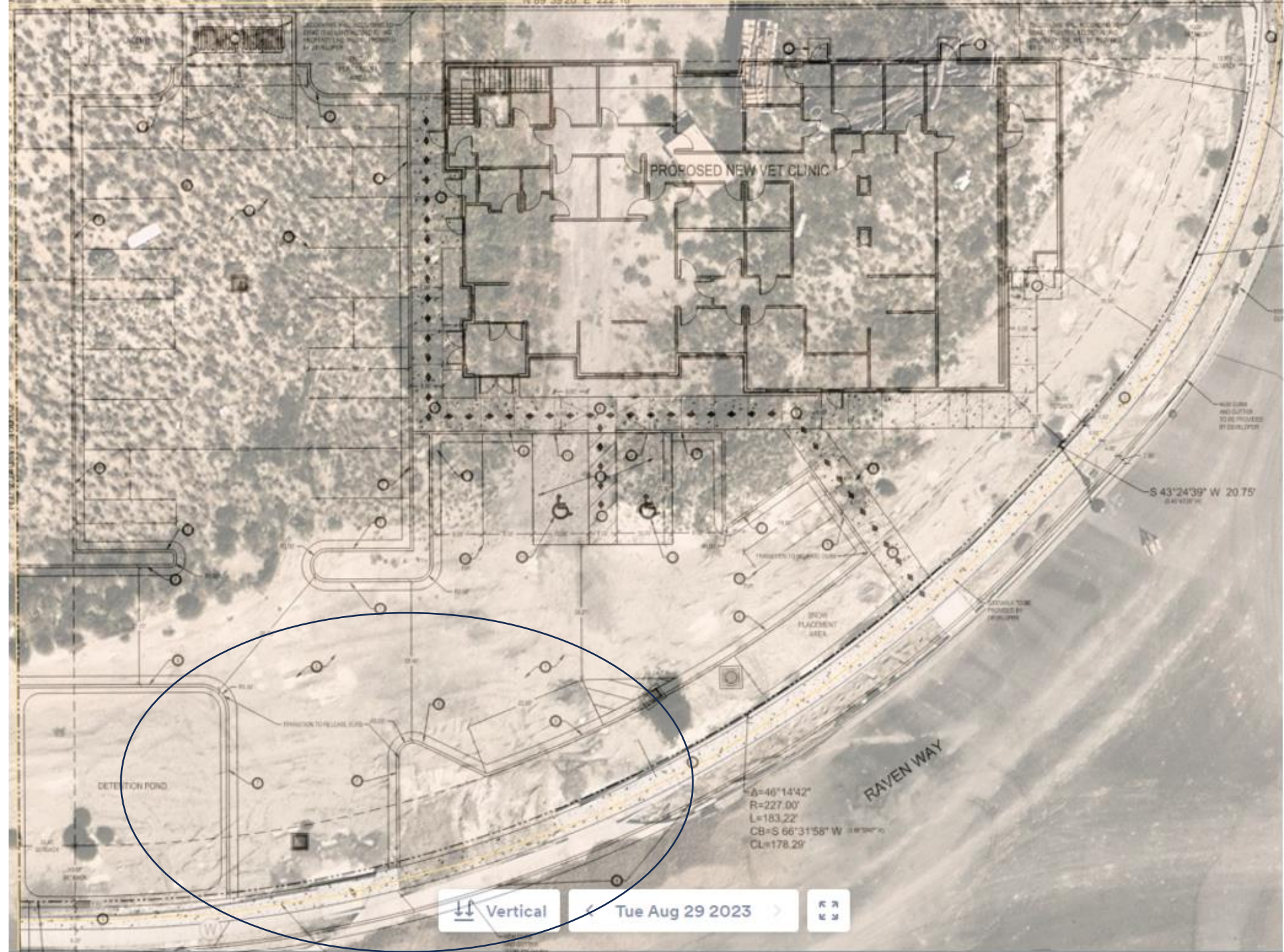
C1.01

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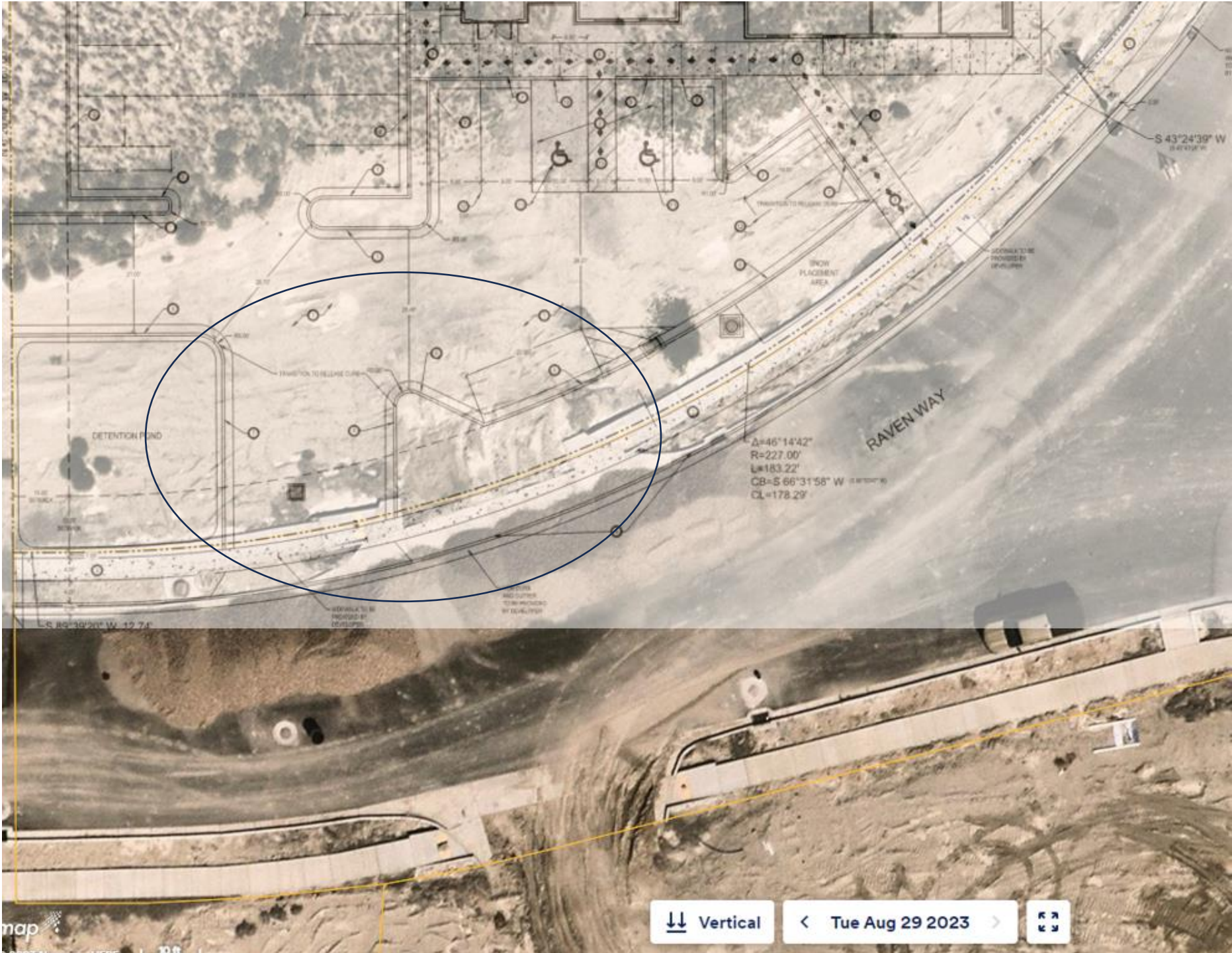
Original Proposed Site Plan

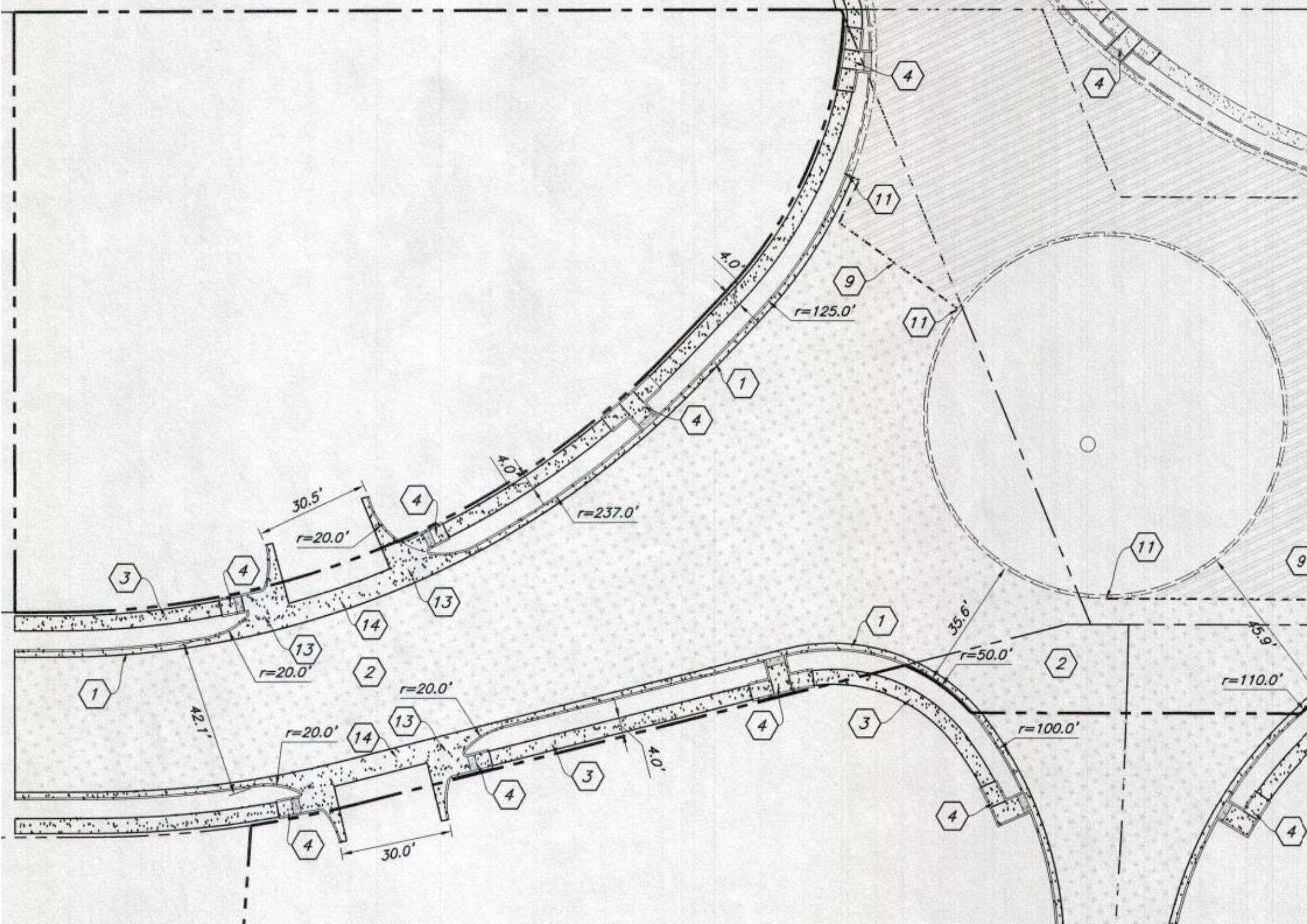


Approved Site Plan



Approved
Site Plan
Showing
Access
Across the
Street







SITE PLAN

NOTICE OF DECISION

Eagle Mountain Pet Care

On September 19, 2023, the Eagle Mountain City Council approved the site plan of **Eagle Mountain Pet Care** on Lot 205, The Marketplace at Eagle Mountain Town Center Phase 2, also identified as 1495 E. Raven Way (Parcel 67:144:0205), with the following condition:

1. Landscaping and Lighting Plans are updated to reflect the access being moved to the west. (Completed)

In no event shall City be liable to developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

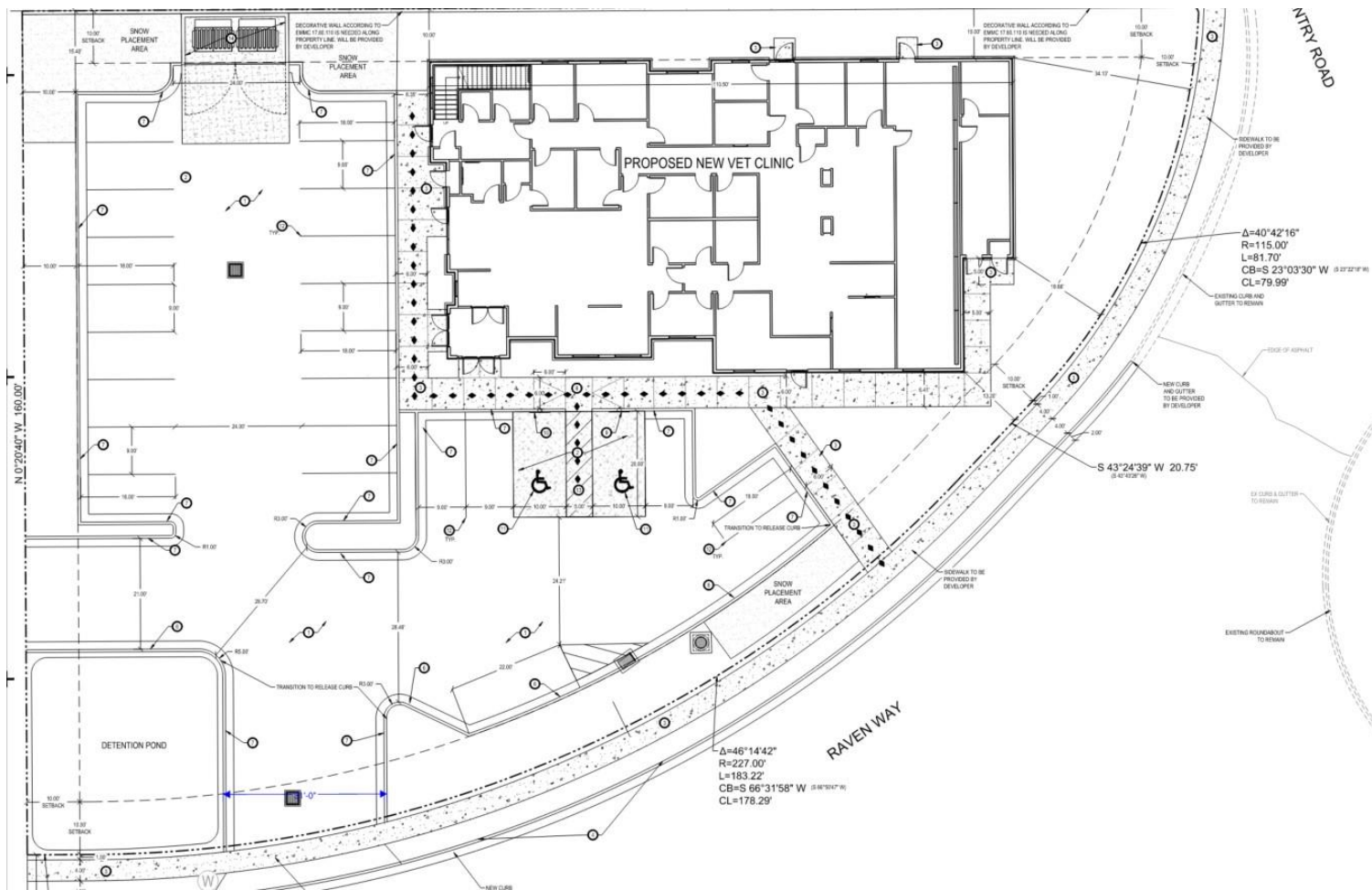
This approval will expire on September 19, 2024, if a Building Permit has not been obtained. An extension of time must be requested in writing and received by the Planning Department prior to the expiration date if an extension is legitimately needed. **The City does not send reminder notices or other notification of the pending expiration date. The action to request an extension is the responsibility of the proponent.**

EAGLE MOUNTAIN CITY

Steven Lehmitz
Planner I
September 26, 2023

Attachments:

- 1) Site Plan
- 2) Elevations
- 3) Landscaping
- 4) Lighting





FINISH SCHEDULE

MATERIAL	MANUFACTURER	COLOR
VERTICAL SIDING (PAINTED)	BENJAMIN MOORE	CHARITTY LACE OC-65
STONE VENEER	MERRILLSTONE	CASHMERE
STANDING SEAM ROOF SYSTEM	FIRSTONE OR SIMILAR	DARK BRONZE SR1
CANOPY SUPPORT STEEL (PAINTED)	SHERWIN WILLIAMS	COLOR MATCH KAWNEER DARK BRONZE
ALUMINUM STOREFRONT	KAWNEER	DARK BRONZE
EXTERIOR GLASS		GRAY W/ SOLARBAN 70

NOTE:
PROVIDE ADDRESS SIGNAGE TO MEETS 2018
IBC 501.2 RECS. OF MIN. 6" HIGH AND MIN. 5"
WIDE AND SHALL BE ARABIC NUMBERS OR
ALPHABETIC LETTERS AND SHALL BE
CONTRASTING COLOR OF THE BACKGROUND.



WEST ELEVATION



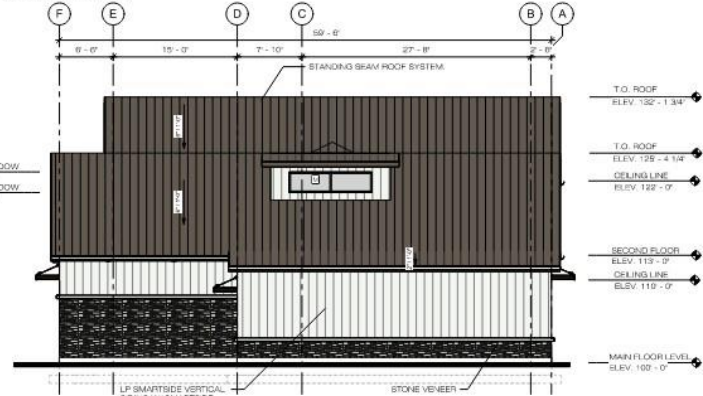
NORTH ELEVATION

FINISH SCHEDULE

MATERIAL	MANUFACTURER	COLOR
VERTICAL SIDING (PAINTED)	BENJAMIN MOORE	CHARITTY LACE OC-65
STONE VENEER	MERRILLSTONE	CASHMERE
STANDING SEAM ROOF SYSTEM	FIRSTONE OR SIMILAR	DARK BRONZE SR1
CANOPY SUPPORT STEEL (PAINTED)	SHERWIN WILLIAMS	COLOR MATCH KAWNEER DARK BRONZE
ALUMINUM STOREFRONT	KAWNEER	DARK BRONZE
EXTERIOR GLASS		GRAY W/ SOLARBAN 70

T.O. WINDOW
ELEV. 123'-11"

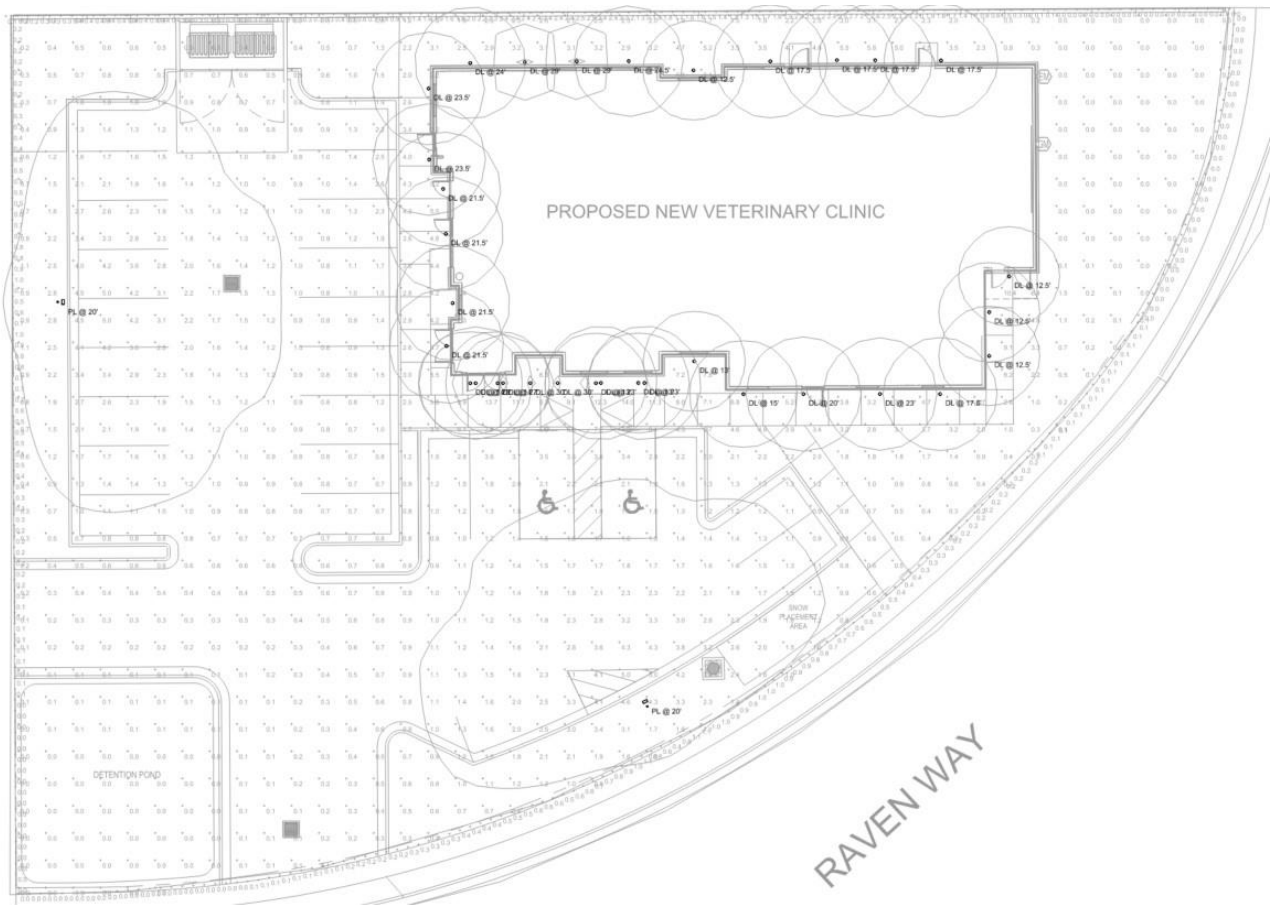
S.O. WINDOW
ELEV. 120'-7"



EAST ELEVATION

NOTE:
PROVIDE ADDRESS SIGNAGE TO MEETS 2018
IBC 501.2 RECS. OF MIN. 6" HIGH AND MIN. 5"





atalog
umber
ites
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LDN6 STATIC WHITE



6" Open and Wallwash LED
Non-IC
New Construction Downlight



Open Trim



Wallwash Trim

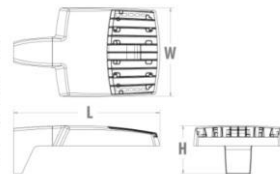


RSX1 LED Area Luminaire



Specifications

EPA (ft ² @0°):	0.57 ft ² (0.05 m ²)
Length:	21.8" (55.4 cm) (SPA mount)
Width:	13.3" (33.8 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm
Weight: (SPA mount):	22.0 lbs (10.0 kg)



	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting an Official City Logo, Icon, Tagline, Colors and Type Faces.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Fionnuala Kofoed, Admin PRESENTED BY:	RECOMMENDATION: Staff recommends the City Council Approve a Resolution of Eagle Mountain City, Utah Adopting an Official City Logo, Icon, Tagline, Colors and Type Faces. BACKGROUND: ITEMS FOR CONSIDERATION: REQUIRED FINDINGS: PLANNING COMMISSION ACTION/RECOMMENDATION: ATTACHMENTS: RES--Adopting Official City Logo		

RESOLUTION NO. R -2023

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH
ADOPTING AN OFFICIAL CITY LOGO, ICON,
TAGLINE, COLORS AND TYPE FACES.**

WHEREAS, Eagle Mountain City has adopted and used an official City logo to focus the identity of the City and to represent the identity of the City in symbolic form, and

WHEREAS, it is in the public interest to revise and adopt a new City logo from time to time to reflect the changing needs of the community; and

WHEREAS, Eagle Mountain City retained Redkor Brand Campaigns to provide professional creative, marketing and advertising services to help develop the City's brand identity; and

WHEREAS, Redkor Brand Companies has created a proposed City Logo, and prepared branding guidelines (Icon, Tagline, Colors and Type Faces) related to promotion of the City's brand.

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

1. The graphics representation depicted on Exhibit "A" to this Resolution, is hereby adopted as the official City Logo, Icon, Tagline, Colors and Type Faces of Eagle Mountain City.

2. Upon the approval of the contents of Exhibit "A" as the official City Logo, Icon, Tagline, Colors and Type Faces, all resolutions, or official actions of the City in conflict with the provisions of this Resolution will be and are hereby repealed.

3. This Resolution shall take effect upon its adoption by the City Council of Eagle Mountain City.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of November, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 7th day of November, 2023.

Those voting aye:	Those voting nay:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love

Fionnuala B. Kofoed, MMC
City Recorder

EXHIBIT

“A”

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning certain lands known as Brylee North Commercial from Mixed Use Commercial to Commercial Regional.		
ITEM TYPE:	Rezone		
FISCAL IMPACT:	N/A		
APPLICANT:	Randy Smith, Fieldstone Homes		
GENERAL PLAN DESIGNATION Employment Center/Campus and Neighborhood Residential Two	CURRENT ZONE Mixed Use Commercial	ACREAGE 17.26	COMMUNITY Town Center
PUBLIC HEARING: Yes PREPARED BY: David Stroud, Planning PRESENTED BY: David Stroud, Senior Planner	RECOMMENDATION: Staff recommends the City Council approve an Ordinance, Rezoning certain lands known as Brylee North Commercial from the Mixed Use Commercial zone to the Commercial Regional zone. BACKGROUND: The subject property is currently zoned Mixed Use Commercial (O-16-2018) which zone is no longer contained in EMMC Title 17. The applicant requests the property be rezoned to the Commercial Regional zone. The proposal also consists of master site plan and preliminary plat approval. Master site plan and preliminary plat approval are to be reviewed as a separate item as the rezone is a public hearing and the master site plan and preliminary plat is not a public hearing. EMMC 17.35.020 Commercial Regional (CR). This zone provides areas appropriate for highway-oriented retail and service uses and regional shopping centers that serve community-wide and regional shopping needs. The CR zone should be located close to freeways and/or major arterials to provide convenient access for major traffic volumes without impacting residential areas. Developments should incorporate coordinated circulation, architecture, and landscaping, and contain a wide range of retail and service establishments within a unified shopping center complex. When supported by the general		

plan, an appropriate mixture of uses, such as professional office, and institutional uses, as well as entertainment and recreational venues, is allowable.

Where necessary and appropriate, the development must provide transitioning toward less intensive uses neighboring the district. This zone is generally appropriate within areas designated as Regional Commercial on the city's future land use map, but may also be considered for approval in other areas at the discretion of the approval authority, depending on the surrounding land uses, adjacency to major roadways, traffic volumes, and other circumstances.

ITEMS FOR CONSIDERATION:

EMMC 17.90.060 contains the criteria for approval of a rezone. These are included below, along with some commentary related to this application.

A. Compliance with General Plan. The requested zone is consistent with the land uses shown on the general plan future land use and transportation corridor map, and comply with the policies and provisions of the General Plan. The proposed rezone area is shown on the Future Land Use Map as Employment Center/Campus and Neighborhood Residential Two. The City Council did rezone this property to Mixed Use Commercial in 2018 with these land uses. In Utah, following a general plan is a guide and not mandatory.

B. Compatibility Determination. The proposed uses and densities will be reasonably compatible with adjacent land uses and the pattern of proposed uses and densities will appropriately buffer potentially incompatible uses from others based on the assumption that the proposed uses and densities will comply with this title, including the performance standards designed to help ensure land compatibility.

C. City Services. The proposed uses can be accommodated with public services and will not overburden the City's service capacity.

D. Traffic Generation. Traffic generation by the proposed uses is within capabilities of streets serving the property. Traffic will primarily access the site via two connections from Eagle Mountain Boulevard, a minor arterial of 122 feet. With a current direct

connection to SR73 and a planned future freeway likely adjacent to if not in close proximity to the subject property, EMB will be a high traffic count roadway in the future.

E. Property Values. The proposed zone uses are not expected to have a significant negative impact on surrounding property values.

REQUIRED FINDINGS:

A rezone is a legislative decision and is considered valid if reasonably debatable and not illegal. The criteria for approval for a rezone are listed in EMMC 17.90.060.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council approval of the Brylee North Commercial rezone from the Mixed Use Commercial zone to the Commercial Regional zone, subject to the follow condition:

1. Correction of outstanding redlines, if any.

ATTACHMENTS:

[ORD--Brylee North Commercial Rezone](#)

[Brylee North Commercial Rezone Map](#)

[Brylee North Existing Zone Map](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING A REZONE FOR THE BRYLEE NORTH COMMERCIAL FROM
MIXED USE COMMERCIAL TO COMMERCIAL REGIONAL.**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to approve a Rezone for Brylee North Commercial from Mixed Use Commercial to Commercial Regional as shown 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 the Rezone for Brylee North Commercial from Mixed Use Commercial to Commercial Regional as shown the Exhibit A.
2. The Rezone for Brylee North Commercial from Mixed Use Commercial to Commercial Regional as shown is approved, as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 7th day of November 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 7th day of November, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

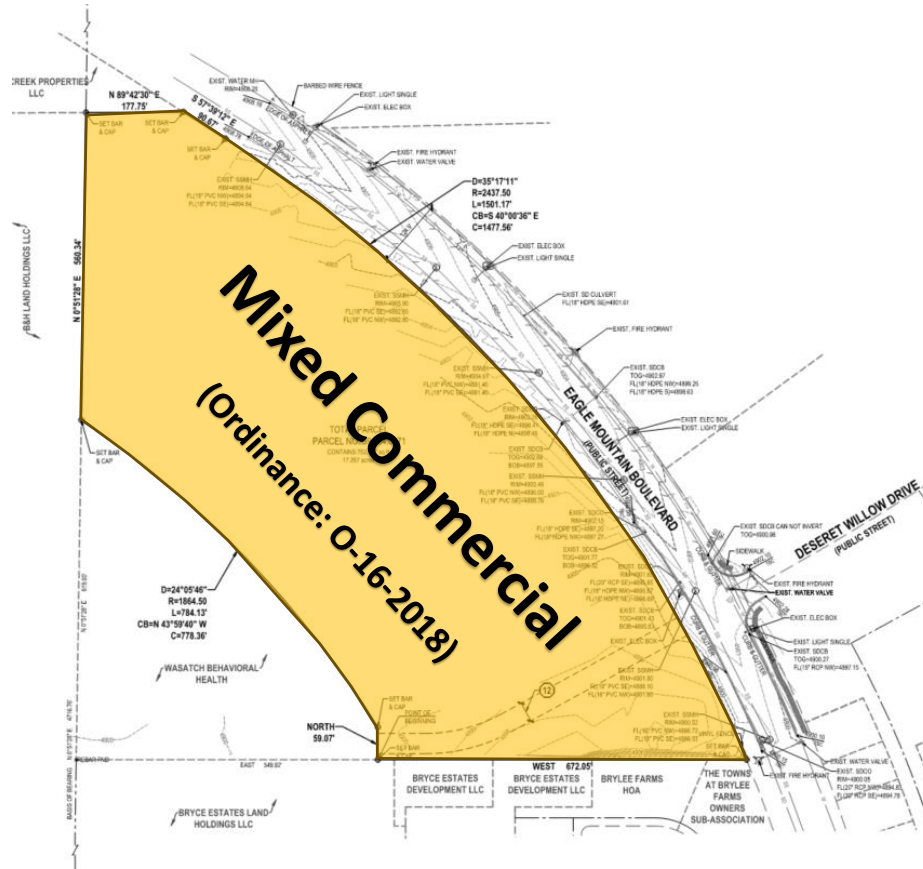
Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

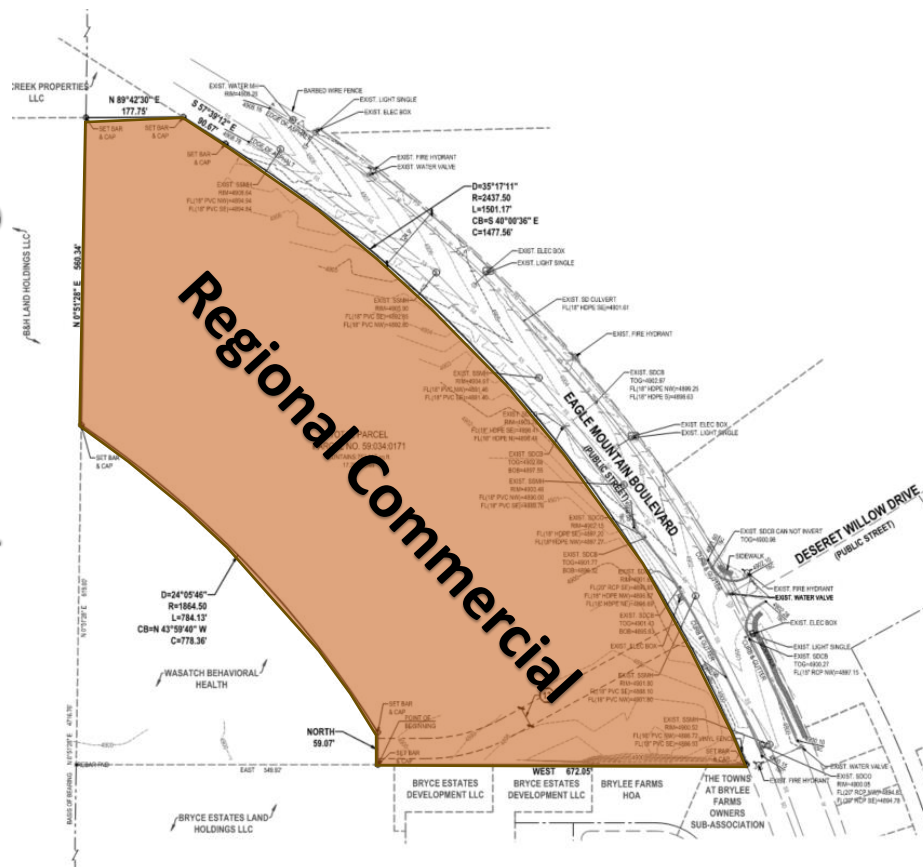
Exhibit A

Brylee North -- Rezone Map for 17.3± acres

Existing Zoning

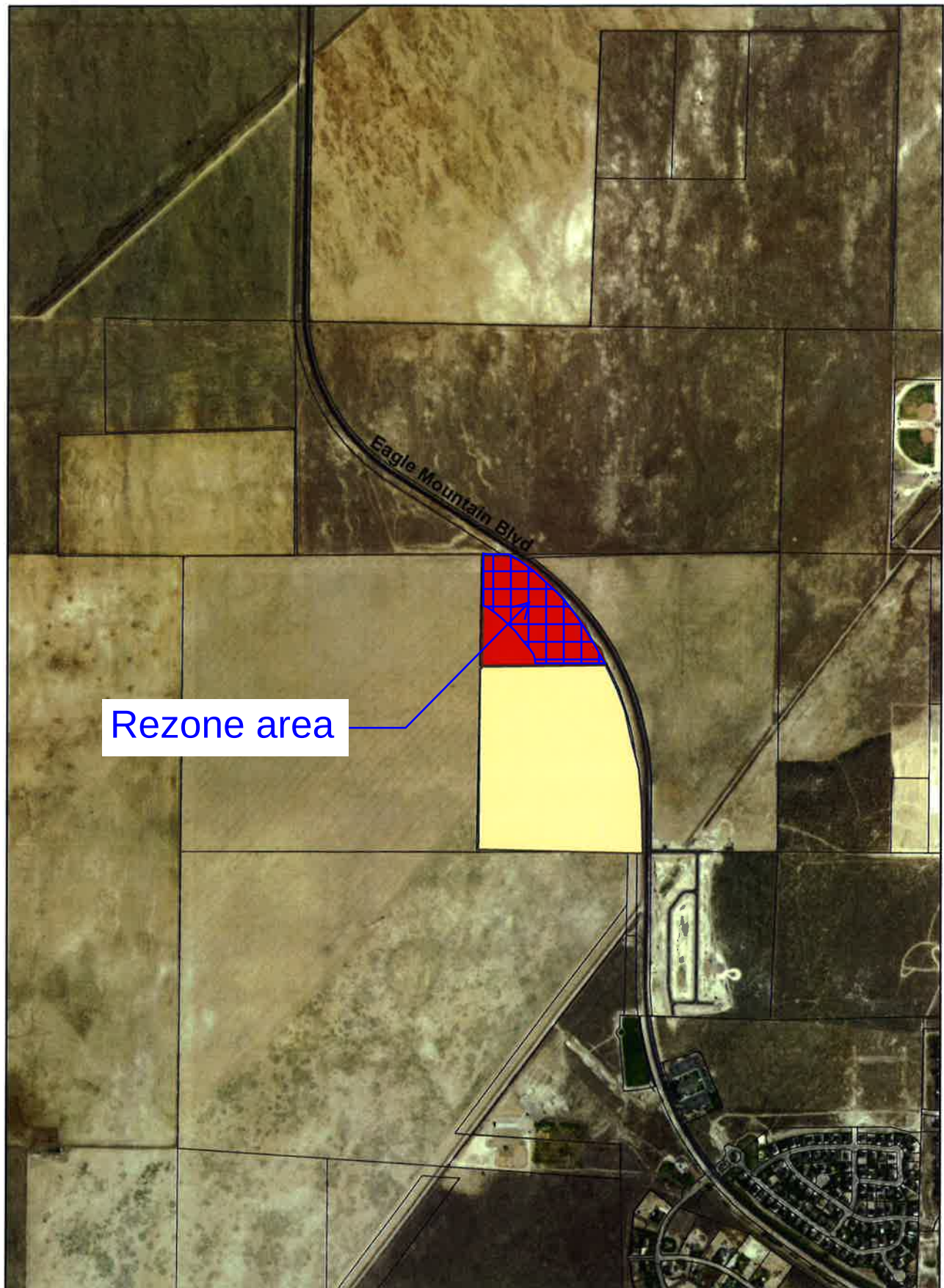


Proposed Zoning



Brylee Estates

O-16-2018 Zone Exhibit



-  Mixed Use Residential
-  Mixed Use Commercial

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	SITE PLAN/PRELIMINARY PLAT - Brylee North Commercial Master Site Plan and Preliminary Plat.		
ITEM TYPE:	Master Site Plan & Preliminary Plat		
FISCAL IMPACT:	N/A		
APPLICANT:	Randy Smith, Fieldstone Homes		
GENERAL PLAN DESIGNATION Employment Center/Campus and Neighborhood Residential Two	CURRENT ZONE Mixed Use Commercial	ACREAGE 17.26	COMMUNITY Town Center

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud, Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve the Master Site Plan and Preliminary Plat of Brylee North Commercial.

BACKGROUND:

Fieldstone Homes request master site plan and preliminary plat approval of commercial land division along Eagle Mountain Boulevard. The property has been zoned Mixed Use Commercial since 2018 but has yet to be platted. No known users at this time but marketing of the property will be more appealing to buyers/developers if the property is subdivided.

ITEMS FOR CONSIDERATION:

The Project has been reviewed by the DRC Committee and suggested "redline" corrections incorporated into plat drawings (currently in Bluebeam electronic files).

Provided/proposed plat calculations:

Total Acreage - 17.26 acres.

Total Lot Count - 12

Average Lot - 1.26 acres

Largest Lot - 2.34 acres

Smallest Lot - 1.02 acres

Min. Lot Size Req'd. - N/A

Min. Avg. Lot Size Req'd. - N/A

Min. Frontage Req'd. - N/A

Total Open Space Provided - N/A

ROW: Right-of-way improvements related to constructing the 53' public Desert Willow Drive, private access road, and the streetlights on Eagle Mountain Blvd. Landscaping along Desert Willow Drive and Eagle Mountain Boulevard.

Master Site Plan. The applicant requests the master site plan be approved to the extent shown on the preliminary plat. Each future site plan will then follow the development standards as contained in EMMC and no special consideration of any site plan element within this development other than the standard requirements at the time of submittal.

REQUIRED FINDINGS:

Plat and site plan approvals are based upon compliance with City Code requirements and requirements of any applicable Development Agreement(s). Approval criteria of preliminary plats is located in EMMC 16.20 and Master Site Plan criteria is contained in EMMC 17.100.040.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 to the City Council approval of the master site plan and preliminary plat of Brylee North Commercial, subject to the following condition:

1. Correction of outstanding redlines, if any.

ATTACHMENTS:

[Brylee North MSP Narrative](#)

[Brylee North MSP and Prelim Plat](#)

[Brylee North Prelim Plat Landscape](#)

Brylee North

Fieldstone Homes – Master Site Plan/Preliminary Plat Narrative

Thank you for your review and your consideration in our Master Site Plan / Preliminary plat application for the Brylee North project. Our intent with this application is to create finished lots ready to accept commercial users interested in doing business with the residents of Eagle Mountain.

The subject land is located along Eagle Mountain Boulevard on the west side of City Center in Eagle Mountain.

Land Use:

The property was zoned Mixed Commercial in 2018, and since that time Eagle Mountain City has revamped its commercial zoning code eliminating the Mixed Commercial zoning designation. Due to this, we've also submitted a rezone application to the Regional Commercial zone to align with the current code.

The property falls along the Arterial, Eagle Mountain Boulevard, and is adjacent to a townhome development to the south and vacant land on the West and North. As we've worked on this project, we've received interest from restaurants and other businesses who are anxious for us to plat lots and install infrastructure, opening opportunities for them. Our intent is to sell these lots to businesses as opposed to holding the land and creating leases for businesses to use the land. This is less common and enticing to many businesses looking to serve the community.

Open Space and Landscape Areas:

This application is intended to divide the lots and install the backbone infrastructure to make it as easy as possible for a business to choose a lot and work directly with the city on the site-specific plan for that parcel including their layout and landscaping. The landscaping provided with our final plat application includes the public ROW park strips and the retention pond area.

It's worth mentioning that we are designing to collect much of the site into a shared retention pond, minimizing the impact of multiple ponds throughout the development. A commercial owners association will aid in the maintenance of these common areas.

Architectural Guidelines Buildable Square Footage, Parking Requirements

This application is meant only to divide the land making it possible for individual users to come to the city with site specific site plan applications for their specific uses, buildings, parking, etc.

Infrastructure / Access and Circulation

Through this application and the final plat application we intend to divide the overall parcel into manageable lots for local businesses to provide services to the community. With the final plat we will install the dedicated public ROW as well as a private drive providing access to each of the commercial lots with two access points to Eagle Mountain Boulevard. Within these drives we will install public water and sanitary sewer mains to the city standards and, when not in public ROW, provide public easements for the utilities. We will also install private storm sewers to service the lots which will be owned and maintained by the commercial owner's association each lot will participate in. Along with these improvements, we will install backbone dry utilities prepared to serve the developments.

In addition to the items above, we will finalize the improvements to Eagle Mountain Boulevard including the curb and gutter, the sidewalk, and the landscaping.

Utility demand calculations are prepared by our consultants and included with this application assuming typical commercial uses with factors of safety applied.

Phasing & Timing of Improvements

Shortly after the approval of the final plat and construction documents, and weather permitting, we intend to begin construction of the backbone infrastructure serving the development. Once completed, any of the lots will be fully serviced and developable. We anticipate that the development will go from south to north, but this could change based on the users expressing interest in specifics within the project.

Thank you for your consideration on our application for this the Brylee North Master Site Plan / Preliminary Plat.



K. Randy Smith
Director of Forward Planning
Fieldstone Homes



Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

RBallif 10/11/23 no comment
D Stroud 10.10.23 comments
M Bahr 10-13-23
NO COMMENT AT PRELIM

Z. Hilton - Reviewed - 10/17/2023 - Comments

Planning, David Stroud, 801-789-6615 dstroud@emcity.org
Engineering, Chris Trusty, 801-789-6671, ctrusty@emcity.org
Public Works, Mack Straw, 801-789-6678, mstraw@emcity.org
Parks, Brad Hickman, 801-789-6664 bhickman@emcity.org
Fire, Dan DeVoogd, 801-743-7232 ddevoogd@unifiedfire.org

BRYLEE NORTH

4750 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UTAH

INDEX OF DRAWINGS

- | | |
|--------|------------------------------------|
| 1 OF 1 | ALTA SURVEY |
| 1 OF 1 | SUBDIVISION PLAT |
| C-001 | GENERAL NOTES |
| C-100 | SITE AND UTILITY PLAN |
| C-200 | GRADING, DRAINAGE AND EROSION PLAN |
| C-300 | DETAILS |

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

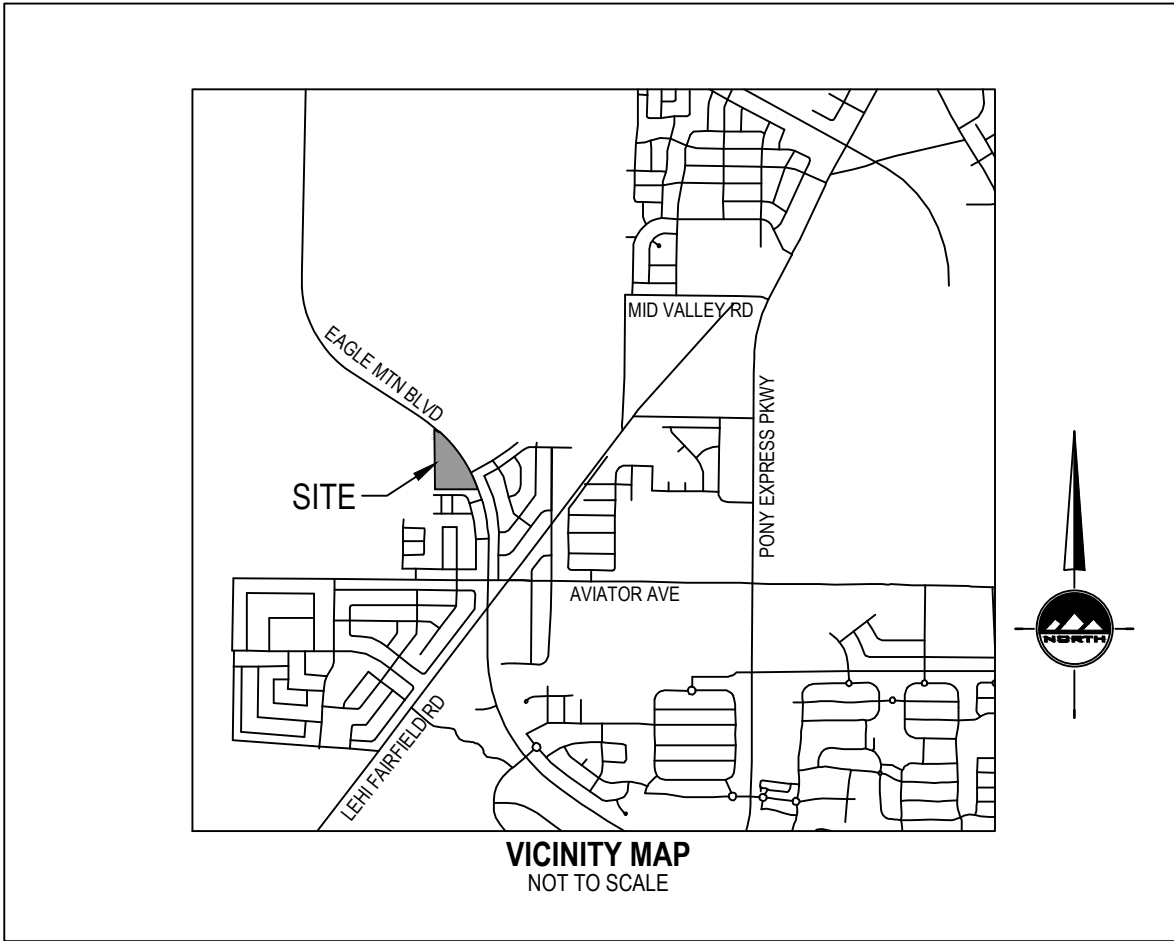
CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND I OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



GENERAL NOTES

- ALL WORK SHALL CONFORM TO EAGLE MOUNTAIN CITY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK ELEVATION = SOUTHEAST QUARTER OF SECTION 2, T6S, R2W SALT LAKE BASE & MERIDIAN.



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSGNENG.COM

FOR:
BRYLEE COMMERCIAL LLC,
4750 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UTAH, 84005
CONTACT:
RANDY SMITH
PHONE: 801-441-8190

BRYLEE NORTH
MASTER SITE PLAN / PRELIMINARY PLAT
4750 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UTAH



COVER SHEET

PROJECT NUMBER
12523
DRAWN BY
J. LINFORD
PROJECT MANAGER
Q. ELDER
PRINT DATE
2023/10/06
CHECKED BY
Q. ELDER

C-000

811

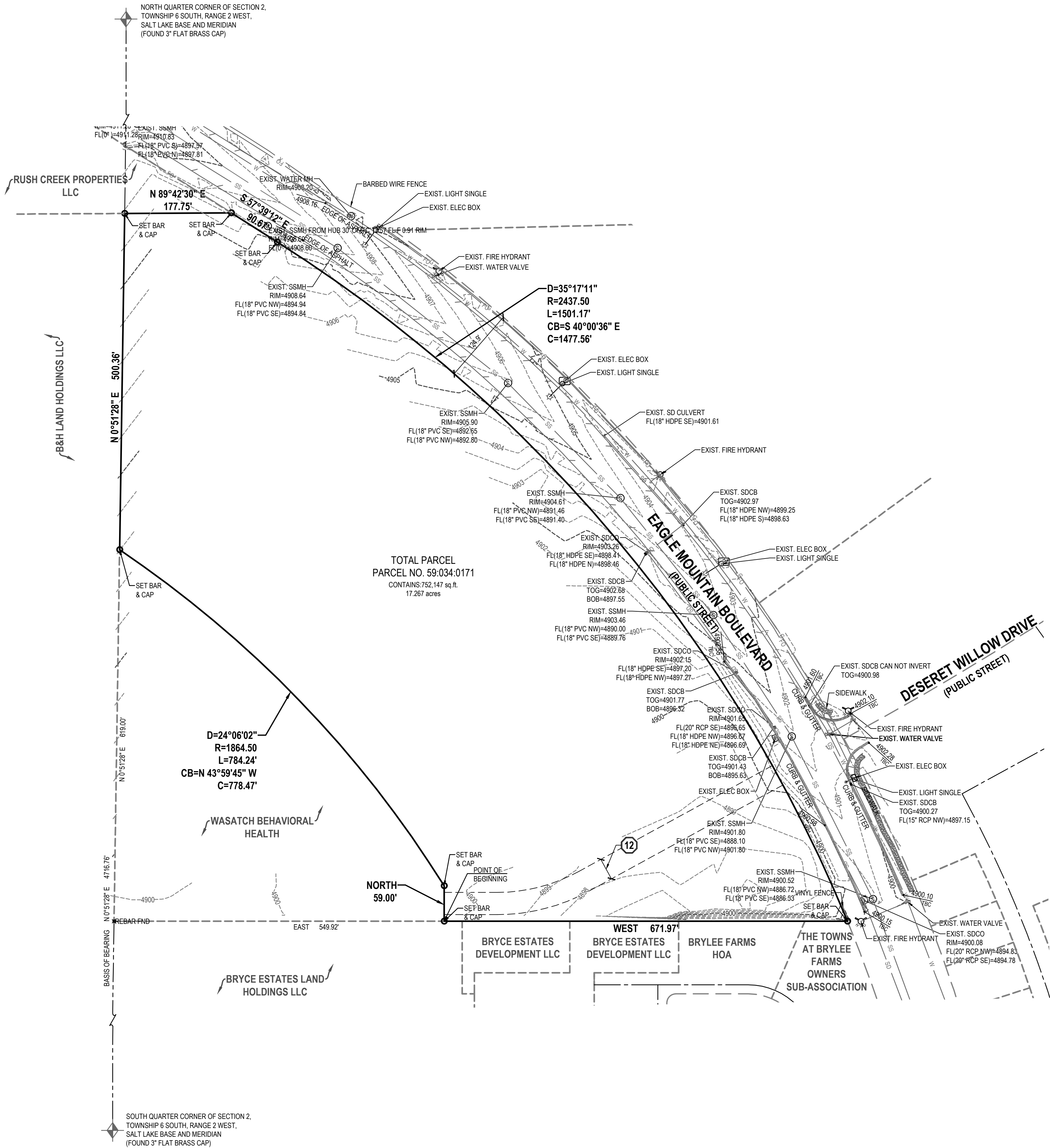
Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

SOUTH QUARTER CORNER OF SECTION 2,
TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN

ELEV = 4891.59'



SURVEYOR'S NARRATIVE

I, Patrick M. Harris do hereby state that I am a Professional Land Surveyor and that I hold certificate no. 286862 as prescribed by the laws of the State of Utah and represent that I have made a survey of the following described property. The Purpose of this survey is to provide an ALTANSPS Land Title Survey for use by the client. The Basis of Bearing is the line between the South Quarter Corner and the North Quarter Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian, measuring North 0°51'28" East 4716.76 feet.

COMMITMENT DESCRIPTIONS

A parcel of land located in the Southeast Quarter of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N0°51'28"E along the Quarter Section Line 1482.79 feet from the South 1/4 Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base & Meridian; thence N0°51'28" E along the Quarter Section Line 610.07 feet; thence along the arc of a non-tangent curve to the right 784.19 feet with a radius of 1864.50 feet through a central angle of 24°05'53", chord: S43°59'43"E 778.43 feet; thence South 59.00 feet; thence West 549.96 feet; to the point of beginning.

To: (i) Utah Real Estate Ventures, LLC, a Utah limited liability company (ii) Bartlett Title Insurance Agency, Inc (iii) Old republic National Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2021 Minimum Standard Detail Requirements for ALTANSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 8, 11, 13, 14, 18 and 19 of Table A hereof.

The field work was completed on July 7, 2023.

Date of Plat or Map: August 16, 2023.

Note: For conditions of record not shown hereon as well as specific references to items in the title report, please refer to a title report supplied by Bartlett Title Insurance Agency, of Provo, Utah, under Commitment No. 617-20694, dated effective June 6, 2023.

Schedule B-2 Exceptions

8. General property taxes for the year 2023 and subsequent years. Taxes for the year 2022 are paid in the amount of \$10,522.72 under Base Tax Serial No. 59:034:0147.

New 2023 Tax Serial No. 59:034:0171.

9. This Property lies within the boundaries of Eagle Mountain City, and is subject to all charges and assessments levied thereunder.

10. All rights, titles or interests in minerals of any kind, oil, gas, coal, or other hydrocarbons and the consequences of the right of mine or remove such substances.

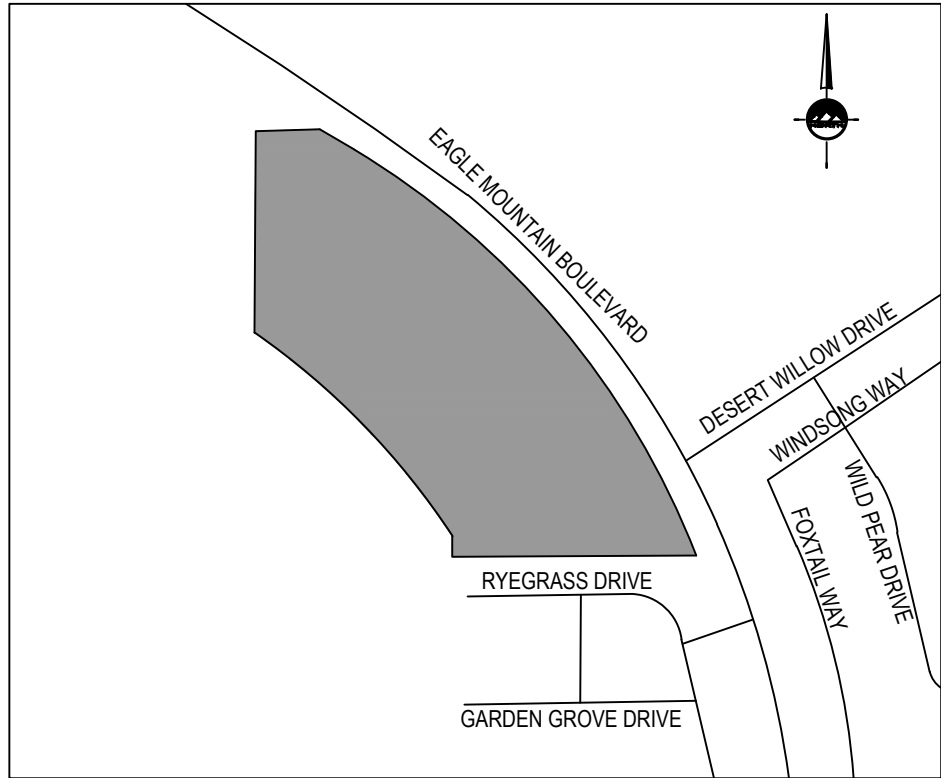
11. Agreement Regarding Sewer Maintenance and Flow, recorded October 11, 2022 as Entry No. 108952:2022 of official records. (blanket in statement)

12. Access Easement Agreement dated March 6, 2023 by and between Utah Real Estate Ventures, LLC, a Utah limited liability company, Grantor, and Wasatch Behavioral Health, a Utah special service district of The State of Utah, Grantee, recorded March 7, 2023 as Entry No. 14132:2023, a Utah County Recorder's Office, Utah. (shown on survey)

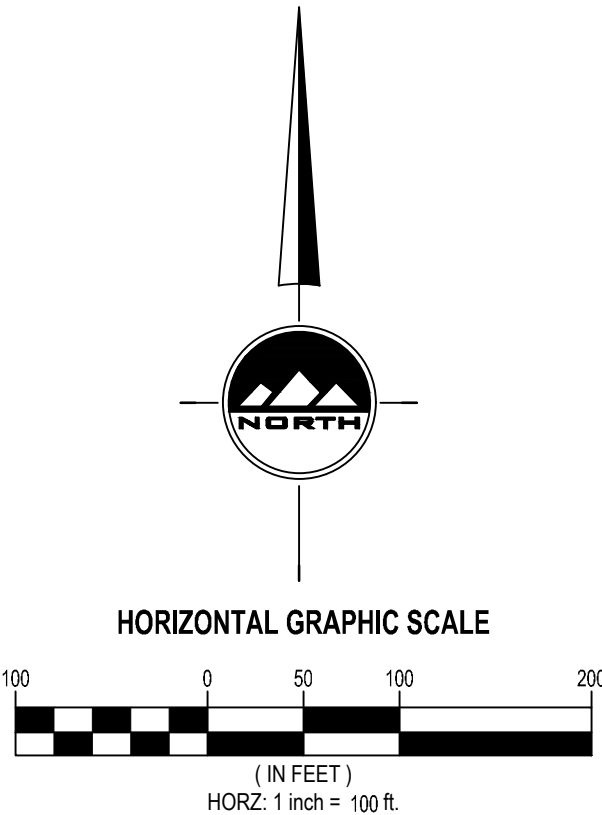
- TABLE A**
- All monuments used and set are shown on survey.
 - Parcel address is approximately 5363 Foxtail Way, Eagle Mountain, Utah.
 - Parcel is located in Flood Zone X, per FEMA FIRM map 49049C0275F, effective June 19, 2020.
 - Subject parcel contains 752,147 square feet or 17.267 acres.
 - Contours in survey are shown in half foot intervals.
 - Substantial features are shown on survey.
 - Utilities are shown on survey.
 - Adjacent owners are shown on survey.
 - Distance to nearest intersecting street is shown on survey.
 - All plottable easements are shown on survey.
 - All insurance liability minimums have been met.

Date Patrick M. Harris
License No. 286862

LEGEND			
	SECTION CORNER		MINOR CONTOURS 1' INCREMENT
	MONUMENT		MAJOR CONTOURS 5' INCREMENT
	SET NAIL & WASHER		CONCRETE
	SET ENSIGN REBAR AND CAP		ADJACENT RIGHT OF WAY
	WATER METER		RIGHT OF WAY
	WATER MANHOLE		SECTION LINE
	WATER VALVE		PROPERTY LINE
	FIRE HYDRANT		ADJACENT PROPERTY LINE
	IRRIGATION VALVE		DEED LINE
	SANITARY SEWER MANHOLE		TANGENT LINE
	STORM DRAIN CLEAN OUT		FENCE
	STORM DRAIN CATCH BASIN		EDGE OF ASPHALT
	STORM DRAIN COMBO BOX		SS ——— SANITARY SEWER
	SIGN		SD ——— STORM DRAIN LINE
	UTILITY MANHOLE		W ——— WATER LINE
	UTILITY POLE		IRR ——— IRRIGATION LINE
	GAS METER		T ——— TELEPHONE LINE
	GAS LINE		OHP ——— OVERHEAD POWER
	EXISTING BUILDING		# SCHEDULE B-2 EXCEPTIONS



VICINITY MAP
(NOT TO SCALE)



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



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
FIELDSTONE HOMES
12896 SOUTH PONY EXPRESS ROAD, STE. 400
DRAPER, UT 84020
CONTACT:
RANDY SMITH
PHONE: 801-568-2350

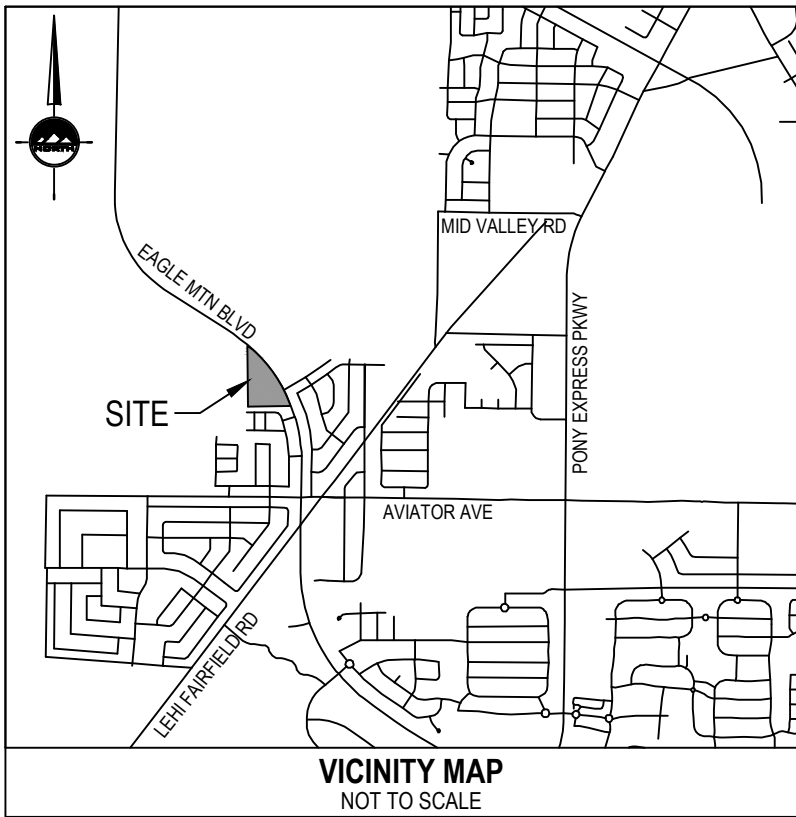
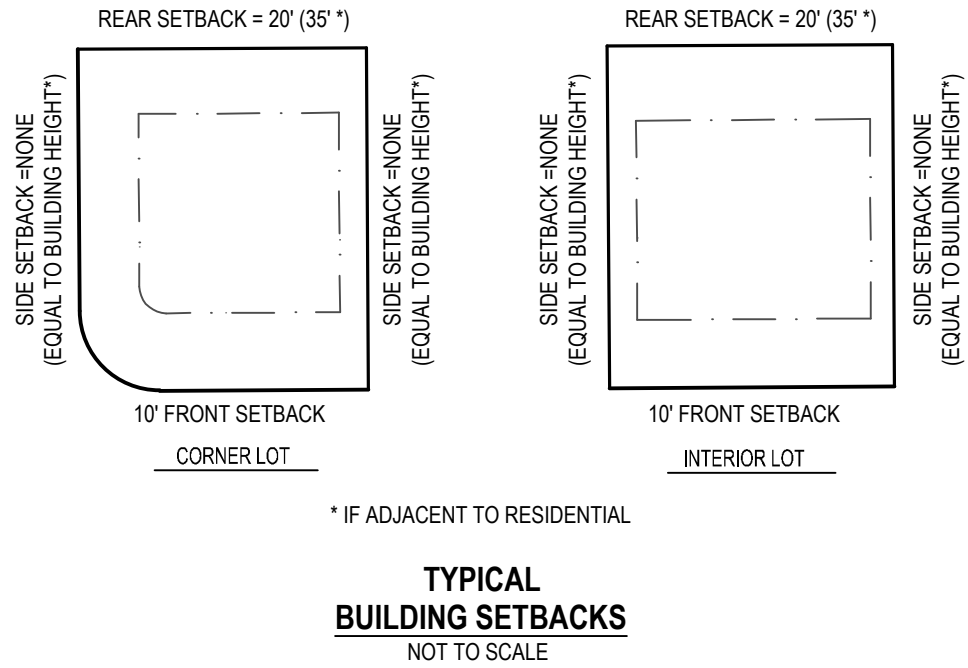
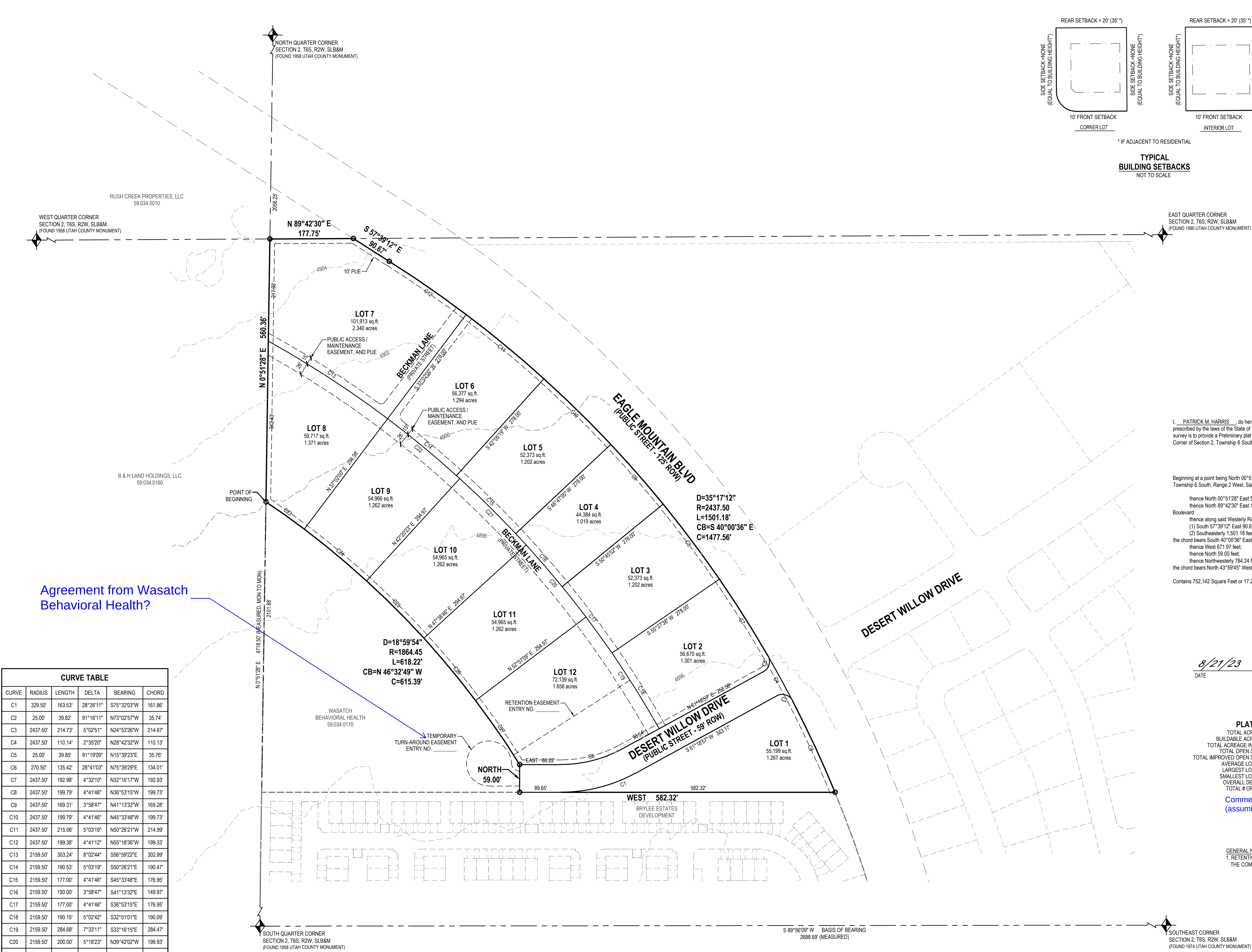
BRYLEE NORTH
ALTA / NSPS LAND TITLE SURVEY
5363 FOXTAIL WAY
EAGLE MOUNTAIN, UTAH

ALTA/NSPS
LAND TITLE
SURVEY

PROJECT NUMBER
12523
PRINT DATE
10/6/23
DRAWN BY
T. HARRIS
CHECKED BY
P. HARRIS
PROJECT MANAGER
P. HARRIS

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	329.50'	163.53'	28°26'11"	S75°32'03"W	161.86'
C2	25.00'	39.82'	91°16'11"	N73°02'57"W	35.74'
C3	2437.50'	214.73'	5°02'51"	N24°53'26"W	214.67'
C4	2437.50'	110.14'	2°35'20"	N28°42'32"W	110.13'
C5	25.00'	39.85'	91°19'09"	N15°39'23"E	35.76'
C6	270.50'	135.42'	28°41'03"	N75°39'29"E	134.01'
C7	2437.50'	192.98'	4°32'10"	N32°16'17"W	192.93'
C8	2437.50'	199.79'	4°41'46"	N36°53'15"W	199.73'
C9	2437.50'	169.31'	3°58'47"	N41°13'32"W	169.28'
C10	2437.50'	199.79'	4°41'46"	N45°33'48"W	199.73'
C11	2437.50'	215.06'	5°03'19"	N50°26'21"W	214.99'
C12	2437.50'	199.38'	4°41'12"	N55°18'36"W	199.33'
C13	2159.50'	303.24'	8°02'44"	S56°59'22"E	302.99'
C14	2159.50'	190.53'	5°03'19"	S50°26'21"E	190.47'
C15	2159.50'	177.00'	4°41'46"	S45°33'48"E	176.95'
C16	2159.50'	150.00'	3°58'47"	S41°13'32"E	149.97'
C17	2159.50'	177.00'	4°41'46"	S36°53'15"E	176.95'
C18	2159.50'	190.15'	5°02'42"	S32°01'01"E	190.09'
C19	2159.50'	284.68'	7°33'11"	S33°16'15"E	284.47'
C20	2159.50'	200.00'	5°18'23"	N39°42'02"W	199.93'
C21	2159.50'	200.00'	5°18'23"	S45°00'26"E	199.93'
C22	2159.50'	200.00'	5°18'23"	N50°18'49"W	199.93'
C23	1864.45'	100.17'	3°04'42"	S54°30'25"E	100.16'
C24	1864.45'	172.68'	5°18'24"	S50°18'52"E	172.62'
C25	1864.45'	172.68'	5°18'24"	S45°00'28"E	172.62'
C26	1864.45'	172.68'	5°18'24"	S39°42'04"E	172.62'
C27	1864.45'	166.03'	5°08'08"	S34°29'49"E	165.97'

Agreement from Wasatch Behavioral Health?



- LEGEND**
- SECTION CORNER
 - SET 5/8" REBAR AND CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV." AT ALL LOT CORNERS. OFFSET PINS TO BE PLACED IN THE BACK OF CURB WHERE APPLICABLE, IN LIEU OF REBAR AND CAP AT FRONT CORNERS.
 - SECTION LINE
 - CENTERLINE
 - PROPERTY LINE
 - EASEMENT LINE

SURVEYOR'S NARRATIVE

I, PATRICK M. HARRIS, do hereby state that I am a Professional Land Surveyor and that I hold License No. 286882 as prescribed by the laws of the State of Utah and represent that I have made a survey of the following described property. The purpose of this survey is to provide a Preliminary plat to our client. The Basis of Bearing is the line between the South Quarter Corner and the Southeast Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian, said line measuring North 89°56'09" East 2,688.69 feet.

PROPERTY DESCRIPTION

Beginning at a point being North 00°51'28" East 560.36 feet along the quarter section line from the South Quarter Corner of Section 2, Township 6 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°51'28" East 560.36 feet along said quarter section line to the Center of said Section 2;

thence North 89°42'30" East 177.75 feet along the quarter section line to the Westerly Right-of-Way Line of Eagle Mountain Boulevard

thence along said Westerly Right-of-Way Line the following two (2) courses:

(1) South 57°39'12" East 90.67 feet;

(2) Southeastery 1,501.15 feet along the arc of a 2,437.50 foot radius curve to the right (center bears South 32°20'48" West and the chord bears South 40°00'36" East 1,477.56 feet with a central angle of 35°17'12");

thence West 671.97 feet;

thence North 59.00 feet;

thence Northwesterly 784.24 feet along the arc of a 1,864.45 foot radius curve to the left (center bears South 58°03'15" West and the chord bears North 43°59'45" West 778.47 feet with a central angle of 24°56'01") to the point of beginning.

Contains 752,142 Square Feet or 17.267 Acres



8/21/23
DATE

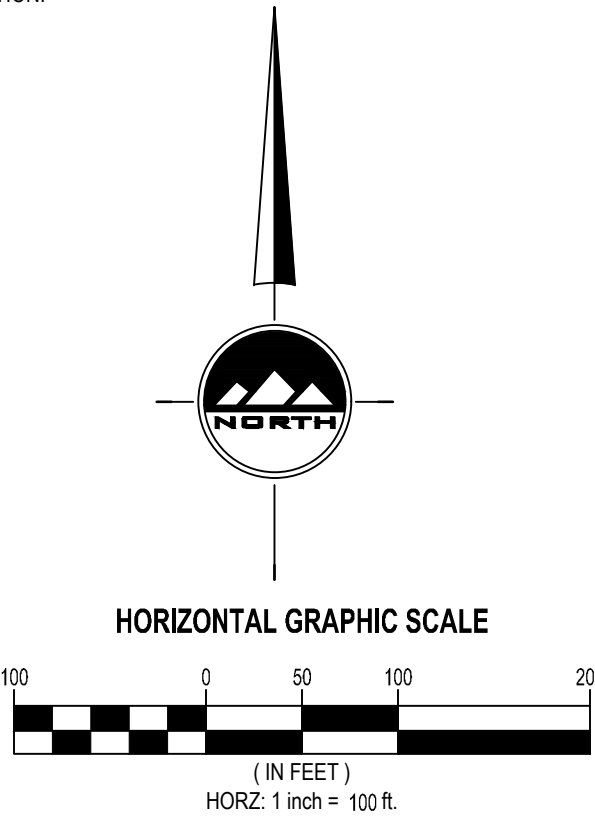
PATRICK M. HARRIS
P.L.S. 286882

PLAT CALCULATIONS

TOTAL ACRES: 17.26 ACRES
BUILDABLE ACRES: 16.44 ACRES
TOTAL ACRES IN LOTS: 16.44 ACRES
TOTAL OPEN SPACE: N/A
TOTAL IMPROVED OPEN SPACE: N/A
AVERAGE LOT SIZE: 55,080 SQ. FT. / 1.26 ACRES
LARGEST LOT SIZE: 101,913 SQ. FT. / 2.34 ACRES
SMALLEST LOT SIZE: 44,384 SQ. FT. / 1.02 ACRES
OVERALL DENSITY: 0.73 LOTS / ACRE
TOTAL # OF LOTS: 12 LOTS

Commercial Regional zone
(assuming approval)

GENERAL NOTES:
1. RETENTION POND TO BE OWNED AND MAINTAINED BY THE COMMERCIAL OWNERS ASSOCIATION.



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

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BRYLEE NORTH
MASTER SITE PLAN / PRELIMINARY PLAT
4750 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UTAH

PRELIMINARY PLAT

PROJECT NUMBER
12523

PRINT DATE
2023/10/06

DRAWN BY
J. LINFORD

CHECKED BY
Q. ELDER

PROJECT MANAGER
Q. ELDER

GENERAL NOTES

- ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN ENGINEER, LOCAL AGENCY JURISDICTION, APWA (CURRENT EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACT, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION BACKFILL, SITE GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
- CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WET DOWN DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
- ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND/OR UTILITY MAPPING PROVIDED TO THE ENGINEER, AND THEREFORE UTILITIES MAY NOT BE LOCATED CORRECTLY, EITHER HORIZONTALLY OR VERTICALLY, AND MAY NOT BE ALL INCLUSIVE. CONTRACTOR IS REQUIRED TO FOLLOW THE PROCEDURE OUTLINED BELOW:
 - CONTRACTOR IS REQUIRED TO LOCATE AND POTHOLE ALL EXISTING UTILITY LINES (BOTH HORIZONTALLY AND VERTICALLY) THAT AFFECT THE PROJECT CONSTRUCTION, EITHER ON-SITE OR OFF-SITE, AND DETERMINE IF THERE ARE ANY CONFLICTS WITH THE DESIGN OF THE SITE AS SHOWN ON THE APPROVED PLANS PRIOR TO ANY CONSTRUCTION. IF IT IS DETERMINED THAT CONFLICTS EXIST BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) THE ENGINEER MUST BE NOTIFIED IMMEDIATELY TO CORRECT THE CONFLICTS BEFORE ANY WORK CAN BEGIN. IF THE CONTRACTOR FAILS TO FOLLOW THIS ABSOLUTE REQUIREMENT AND CONFLICTS ARISE DURING CONSTRUCTION THE CONTRACTOR WILL BEAR THE SOLE RESPONSIBILITY TO FIX THE CONFLICTS.
 - CONTRACTOR IS REQUIRED TO VERIFY THAT PROPER COVER AND PROTECTION OF EXISTING UTILITY LINES IS MAINTAINED OR ATTAINED WITHIN THE DESIGN ONCE VERIFICATION OF THE EXISTING UTILITIES IS COMPLETED AS OUTLINED IN 16.1 ABOVE.
 - IN ADDITION TO 16.1 AND 16.2 ABOVE, THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY "POTHOLING" A MINIMUM OF 300 FEET AHEAD OF PROPOSED PIPELINE CONSTRUCTION TO AVOID POTENTIAL CONFLICTS WITH DESIGNED PIPELINE ALIGNMENT AND GRADE AND EXISTING UTILITIES.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO RESOLVE THE CONFLICT.
 - IF A CONFLICT ARISES BETWEEN EXISTING UTILITIES AND DESIGN UTILITIES (OR ANOTHER ASPECT OF PROPOSED CONSTRUCTION) RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO IDENTIFY AND/OR "POTHOLE" EXISTING UTILITIES AS REQUIRED IN 16.1, 16.2 AND 16.3 ABOVE, THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY GUIDELINES.
- CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDBLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
- WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL SIZE RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE, RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE.
- ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL TREES FROM DAMAGE.
- ASPHALT MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE GOVERNING AGENCY PRIOR TO THE PLACEMENT.
- CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

DEMOLITION NOTES

- EXISTING UTILITY INFORMATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVEY AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION/CONSTRUCTION.
- THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR NOT LIMITED TO INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE DISCOVERED.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR LOCATING AND PROTECTING FROM DAMAGE ALL EXISTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SHOWN ON THESE PLANS. THE FACILITIES AND IMPROVEMENTS ARE BELIEVED TO BE CORRECTLY SHOWN BUT THE CONTRACTOR IS REQUIRED TO SATISFY HIMSELF AS TO THE COMPLETENESS AND ACCURACY OF THE LOCATIONS. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY, OR INDIRECTLY, FROM HIS OPERATIONS, WHETHER OR NOT SAID FACILITIES ARE SHOWN ON THESE PLANS.

UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH DRINKING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE, CABLE, GAS SERVICE, CABLE, AND POWER.
- EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON ON-SITE SURVEY. PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY LOCATE, IN THE FIELD, THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-862-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSITARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.
- CARE SHOULD BE TAKEN IN ALL EXCAVATIONS DUE TO POSSIBLE EXISTENCE OF UNRECORDED UTILITY LINES. EXCAVATION REQUIRED WITHIN PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINES OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT CONTRACTOR'S EXPENSE.
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD SPECIFICATIONS (CURRENT EDITION), SECTION 02320 - BACKFILLING TRENCHES; OR AS SPECIFIED BY THE GEOTECHNICAL REPORT IF NATIVE MATERIALS ARE USED. NO NATIVE MATERIALS ARE ALLOWED IN THE PIPE ZONE. THE MAXIMUM LIFT FOR BACKFILLING EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY ANY CONDITION INCLUDING SETTLEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.
- ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- ALL MANHOLES, HYDRANTS, VALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER APWA (CURRENT EDITION) STANDARDS AND INSPECTOR REQUIREMENTS. CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS, AND VALVES PER APWA STANDARDS. ALL MANHOLE, CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED.
- CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- EACH TRENCH SHALL BE EXCAVATED SO THAT THE PIPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRAINED SO THE PIPE LAYING MAY TAKE PLACE IN DETAILED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES ADEQUATE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- ALL SEWER LINES AND SEWER SERVICES SHALL HAVE A MINIMUM SEPARATION OF 10' FEET, EDGE TO EDGE, FROM THE WATER LINES. IF A 10 FOOT SEPARATION CANNOT BE MAINTAINED, CONSTRUCT PER GOVERNING AGENCY'S MINIMUM SEPARATION STANDARDS.
- CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAVING.
- CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE GOVERNING AGENCY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE GOVERNING AGENCY.
- TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAYING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

EAGLE MOUNTAIN GENERAL NOTES

- THIS SITE PLAN DEVELOPED IN SUPPORT OF A FINAL PLAT APPLICATION FOR EAGLE MOUNTAIN CITY.
- EXISTING ZONE = LOCATED IN COMMERCIAL REGIONAL.
- SITE ADDRESS = 4750 EAGLE MOUNTAIN BOULEVARD, EAGLE MOUNTAIN, UTAH
- ALL CONSTRUCTION TO BE IN CONFORMANCE WITH EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- SEE STORM DRAINAGE DISCUSSION ON SHEET G1.
- SURVEYOR = DAVID OR AARON THOMAS, RLS. 801-224-7308
- THERE ARE NO IRRIGATION DITCHES OR STRUCTURES, WASHES, CANALS, WELLS, STREAMS, SIGNIFICANT ROCK OUTCROPPINGS, WETLANDS, FLOOD PLAINS, OR OTHER NATURAL FEATURES ON SITE.
- THERE ARE NO SITES PROPOSED TO BE DEDICATED FOR CHURCHES OR SCHOOLS IN THIS PLAT.
- 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' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
- GEOTECHNICAL REPORT, SOILS TESTS, & PAVEMENT DESIGN ARE PROVIDED AT TIME OF THIS FINAL PLAT SUBMITTAL.
- CORNER LOTS MAY FACE EITHER STREET DEPENDING ON BUILDERS PREFERENCE.
- THERE ARE NO EXISTING TREES OR LANDSCAPING FEATURES ON THIS SITE.
- STREET LIGHTING TO COMPLY WITH SECTION 16.35:100 OF THE CITY CODE. SEE LOCATIONS FOR STREET LIGHTS ON PLAN.
- BUILDING ENVELOPES AND BUILDING SETBACKS ARE SHOWN THE FINAL PLAT. DETAILS OF CENTERLINE CURVES IN SHOWN ON THE FINAL PLAT.

GRADING AND DRAINAGE NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- THE CONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PROPOSED BUILDING AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COURSE. THE AREA SHOULD BE PROPERLY ROLLED AND ANY SOFT AREAS. WHERE SOFT AREAS ARE ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE SOIL AND REPLACE WITH COMPACTED FILL.
- ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAD TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL GRADE THE PROJECT SITE TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW AND EXISTING ASPHALT, CURB AND GUTTER, AND ADJOINING SITE IMPROVEMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON ON-SITE SURVEY. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES, AND SLOPES SHOWN.
- THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- THE GRADING CONTRACTOR IS RESPONSIBLE TO COORDINATE WITH THE OWNER TO PROVIDE FOR THE REQUIREMENTS OF THE PROJECT STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ASSOCIATED PERMIT. ALL CONTRACTOR ACTIVITIES 1 ACRE OR MORE IN SIZE ARE REQUIRED TO PROVIDE A STORM WATER POLLUTION PREVENTION PLAN.
- ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM GOVERNING AGENCY.
- THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPLILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY-OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

ABBREVIATIONS

APWA	AMERICAN PUBLIC WORKS ASSOCIATION	NG	NATURAL GROUND
AR	ACCESSIBLE ROUTE	NIC	NOT IN CONTRACT
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	NO	NUMBER
AWWA	AMERICAN WATER WORKS ASSOCIATION	OC	ON CENTER
BOS	BOTTOM OF STEP	OCEW	ON CENTER EACH WAY
BVC	BEGIN VERTICAL CURVE	OHF	OVERHEAD POWER
C	CURVE	PC	POINT OF CURVATURE OR PRESSURE CLASS
CB	CATCH BASIN	PCC	POINT OF COMPOUND CURVATURE
CF	CURB FACE OR CUBIC FEET	PI	POINT OF INTERSECTION
CL	CENTER LINE	PVI	POST INDICATOR VALVE
CO	CLEAN OUT	PL	PROPERTY LINE
COMM	COMMUNICATION	PRC	POINT OF REVERSE CURVATURE
CONC	CONCRETE	PRO	PROPOSED
CONT	CONTINUOUS	PT	POINT OF TANGENCY
DIP	DUCTILE IRON PIPE	PVI	POINT OF VERTICAL CURVATURE
ELEC	ELECTRICAL	PVT	POINT OF VERTICAL INTERSECTION
ELEV	ELEVATION	R	RADIUS
EOA	EDGE OF ASPHALT	RD	ROAD DRAIN
EVC	END OF VERTICAL CURVE	ROW	RIGHT OF WAY
EW	EACH WAY	S	SAN SWR
EXIST	EXISTING	SD	STORM DRAIN
FF	FINISH FLOOR	SEC	SECONDARY
FG	FINISH GRADE	SS	SANITARY SEWER
FB	FIRE HYDRANT	STA	STATION
FL	FLOW LINE OR FLANGE	SW	SECONDARY WATER LINE
GB	GRADE BREAK	TBC	TOP BACK OF CURB
GF	GARAGE FLOOR	TGS	TOP OF GRATE
GV	GATE VALVE	TOA	TOP OF ASPHALT
HC	HANDICAP	TOC	TOP OF CONCRETE
HP	HIGH POINT	TOF	TOP OF FOUNDATION
IRR	IRRIGATION	TOW	TOP OF WALL
K	RATE OF VERTICAL CURVATURE	TOS	TOP OF STEP
LD	LAND DRAIN	TYP	TYPICAL
LF	LINEAR FEET	VC	VERTICAL CURVE
LP	LOW POINT	WV	WALL INDICATOR VALVE
MEX	MATCH EXISTING	W	WATER LINE
MH	MANHOLE		
MJ	MECHANICAL JOINT		

NOTE: MAY CONTAIN ABBREVIATIONS THAT ARE NOT USED IN THIS PLAN SET.



Eagle Mountain City General Notes for construction drawings:

SEWER:

- Pipe bedding:** ½" gravel required 6" below, on the sides & 12" above the pipe (minimum).
- Depth:** Sewer main/laterals to maintain 4" of cover (minimum) from finished grade, 3" minimum from top of pipe at time of installation.
- Separation:** sewer mains & laterals to maintain 10' separation (minimum) from culinary water mains & laterals.
- Sewer Y's:** 3" minimum separation between sewer Y's.
- Laterals (stubs):** A) stubs must extend 15' into property and be marked with 2x4 painted green. B) All laterals must be GIS (shot in) at the Y's and stubs. Also slopes (2% min. on 4" pipe) to be checked before backfill.
- Manholes:** manholes to be within 1' of finished grade. 12" of whirly ggg form (max) and no flat rings allowed. 12" of ½" gravel required under manholes/boxes.

WATER:

- Valves:** 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
- Bedding:** sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
- Depth:** water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
- Services & fittings:** services & fittings to maintain 3" minimum separation from pipe joints and other fittings.
- Setters:** all setters to be 21" tall (minimum), have unions at the base and be dual check model, also ½" setters to have double braces. Setters to be set at .18" to .22" from the top of setter to top of lid.
- Water can lid:** all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
- Water Can:** the water can for ½" & 1" services will need to be a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" services will need to follow APWA specification.
- Hydrants:** hydrants to be 5' bury (minimum).
- Laterals:** all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
- Tracer wire:** run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
- Water fittings:** all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
- Vertical separation:** water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
- Water line fittings:** all fittings to have mega lug followers.
- Water Main Line:** NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN:

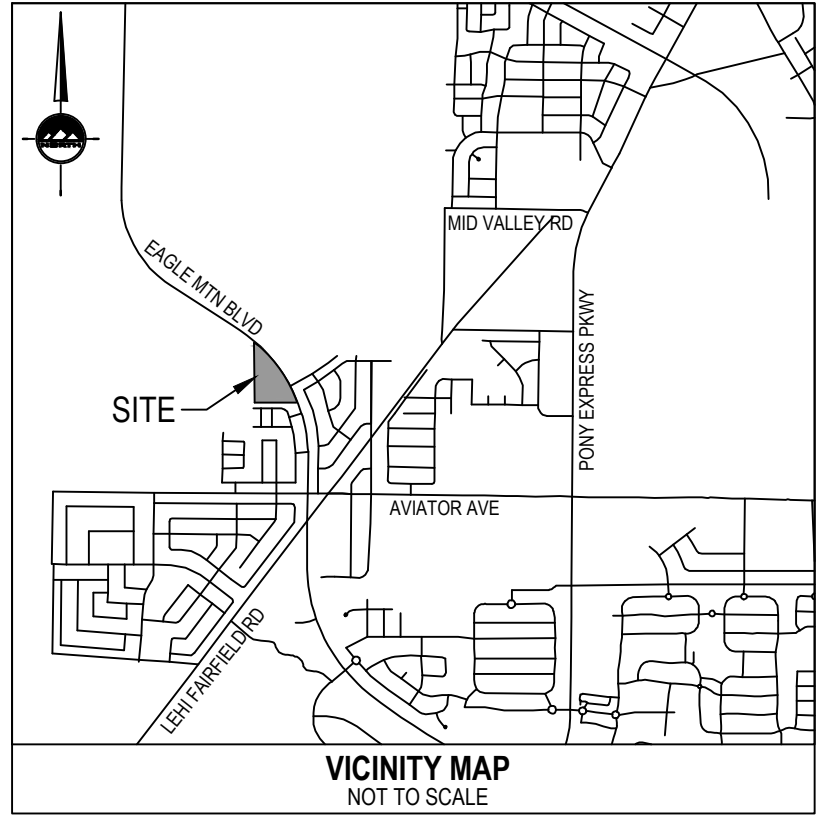
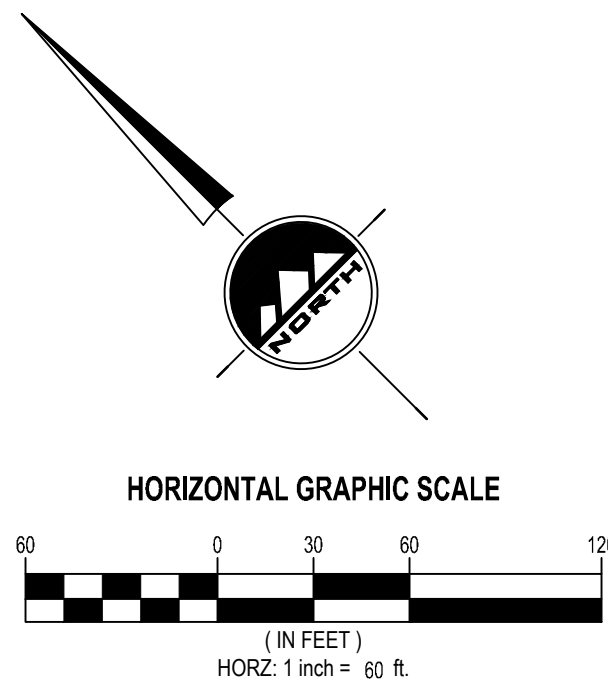
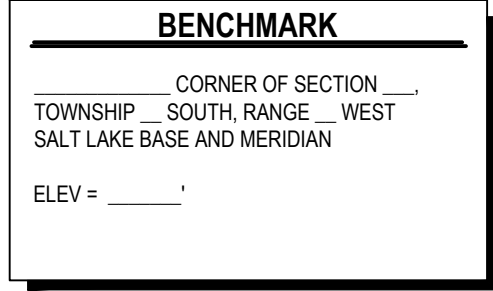
- Bedding:** ½" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
- ADS:** all ADS pipe to be "H" brand.
- Culverts:** culverts to be 1"x1" around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.
- Manholes:** manholes to be within 1' of finished grade. 12" of whirly ggg form (max) and no flat rings allowed. 12" of ½" gravel required under manholes/boxes.

ROAD SECTION:

- Proof rolls:** proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base.
- Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
- LTPBI state spec. road base base required for roads, commercial base acceptable for the sidewalks & trails.
- Collars:** all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be ½" down from asphalt edge and concrete to be ½" to 3/8" down from asphalt edge.

LEGEND

	SECTION CORNER		EXISTING EDGE OF ASPHALT
	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
	PROPOSED MONUMENT		EXISTING STRIPING
	EXISTING REBAR AND CAP		PROPOSED STRIPING
	SET ENSIGN REBAR AND CAP		EXISTING FENCE
	EXISTING WATER METER		PROPOSED FENCE
	PROPOSED WATER METER		EXISTING FLOW LINE
	EXISTING WATER MANHOLE		PROPOSED FLOW LINE
	PROPOSED WATER MANHOLE		GRADE BREAK
	EXISTING WATER BOX		EXISTING STORM DRAIN LINE
	EXISTING WATER VALVE		PROPOSED STORM DRAIN LINE
	PROPOSED WATER VALVE		ROOF DRAIN LINE
	EXISTING FIRE HYDRANT		CATCHMENTS
	PROPOSED FIRE HYDRANT		HIGHWATER LINE
	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SANITARY SEWER
	EXISTING SECONDARY WATER VALVE		PROPOSED SANITARY SEWER LINE
	PROPOSED SECONDARY WATER VALVE		PROPOSED SAN. SWR. SERVICE LINE
	EXISTING IRRIGATION BOX		EXISTING LAND DRAIN LINE
	EXISTING IRRIGATION VALVE		PROPOSED LAND DRAIN LINE
	PROPOSED IRRIGATION VALVE		PROPOSED LAND DRAIN SERVICE LINE
	EXISTING SANITARY SEWER MANHOLE		EXISTING CULINARY WATER LINE
	PROPOSED SANITARY SEWER MANHOLE		PROPOSED CULINARY WATER LINE
	EXISTING SANITARY CLEAN OUT		PROPOSED CULINARY WATER SERVICE LINE
	EXISTING STORM DRAIN CLEAN OUT BOX		EXISTING SECONDARY WATER LINE
	PROPOSED STORM DRAIN CLEAN OUT BOX		PROPOSED SECONDARY WATER LINE
	EXISTING STORM DRAIN INLET BOX		PROPOSED SEC. WATER SERVICE LINE
	EXISTING STORM DRAIN CATCH BASIN		EXISTING IRRIGATION LINE
	PROPOSED STORM DRAIN CATCH BASIN		PROPOSED IRRIGATION LINE
	EXISTING STORM DRAIN COMBO BOX		EXISTING OVERHEAD POWER LINE
	PROPOSED STORM DRAIN COMBO BOX		EXISTING ELECTRICAL LINE
	EXISTING STORM DRAIN CLEAN OUT		EXISTING GAS LINE
	EXISTING STORM DRAIN CULVERT		EXISTING TELEPHONE LINE
	PROPOSED STORM DRAIN CULVERT		ACCESSIBLE ROUTE
	TEMPORARY SAG INLET PROTECTION		SAW CUT LINE
	TEMPORARY IN-LINE INLET PROTECTION		STRAW WATTLE
	ROOF DRAIN		TEMPORARY BERM
	EXISTING ELECTRICAL MANHOLE		TEMPORARY SILT FENCE
	EXISTING ELECTRICAL BOX		LIMITS OF DISTURBANCE
	EXISTING TRANSFORMER		EXISTING WALL
	EXISTING UTILITY POLE		PROPOSED WALL
	EXISTING LIGHT		EXISTING CONTOURS
	PROPOSED LIGHT		PROPOSED CONTOURS
	EXISTING GAS METER		BUILDABLE AREA WITHIN SETBACKS
	EXISTING GAS MANHOLE		PUBLIC DRAINAGE EASEMENT
	EXISTING GAS VALVE		EXISTING ASPHALT TO BE REMOVED
	EXISTING TELEPHONE MANHOLE		PROPOSED ASPHALT
	EXISTING TELEPHONE BOX		EXISTING CURB AND GUTTER
	EXISTING TRAFFIC SIGNAL BOX		PROPOSED CURB AND GUTTER
	EXISTING CABLE BOX		PROPOSED REVERSE PAN CURB AND GUTTER
	EXISTING BOLLARD		TRANSITION TO REVERSE PAN CURB
	PROPOSED BOLLARD		CONCRETE TO BE REMOVED
	EXISTING SIGN		EXISTING CONCRETE
	PROPOSED SIGN		PROPOSED CONCRETE
	EXISTING SPOT ELEVATION		BUILDING TO BE REMOVED
	PROPOSED SPOT ELEVATION		EXISTING BUILDING
	EXISTING FLOW DIRECTION		PROPOSED BUILDING
	EXISTING TREE		
	DENSE VEGETATION		



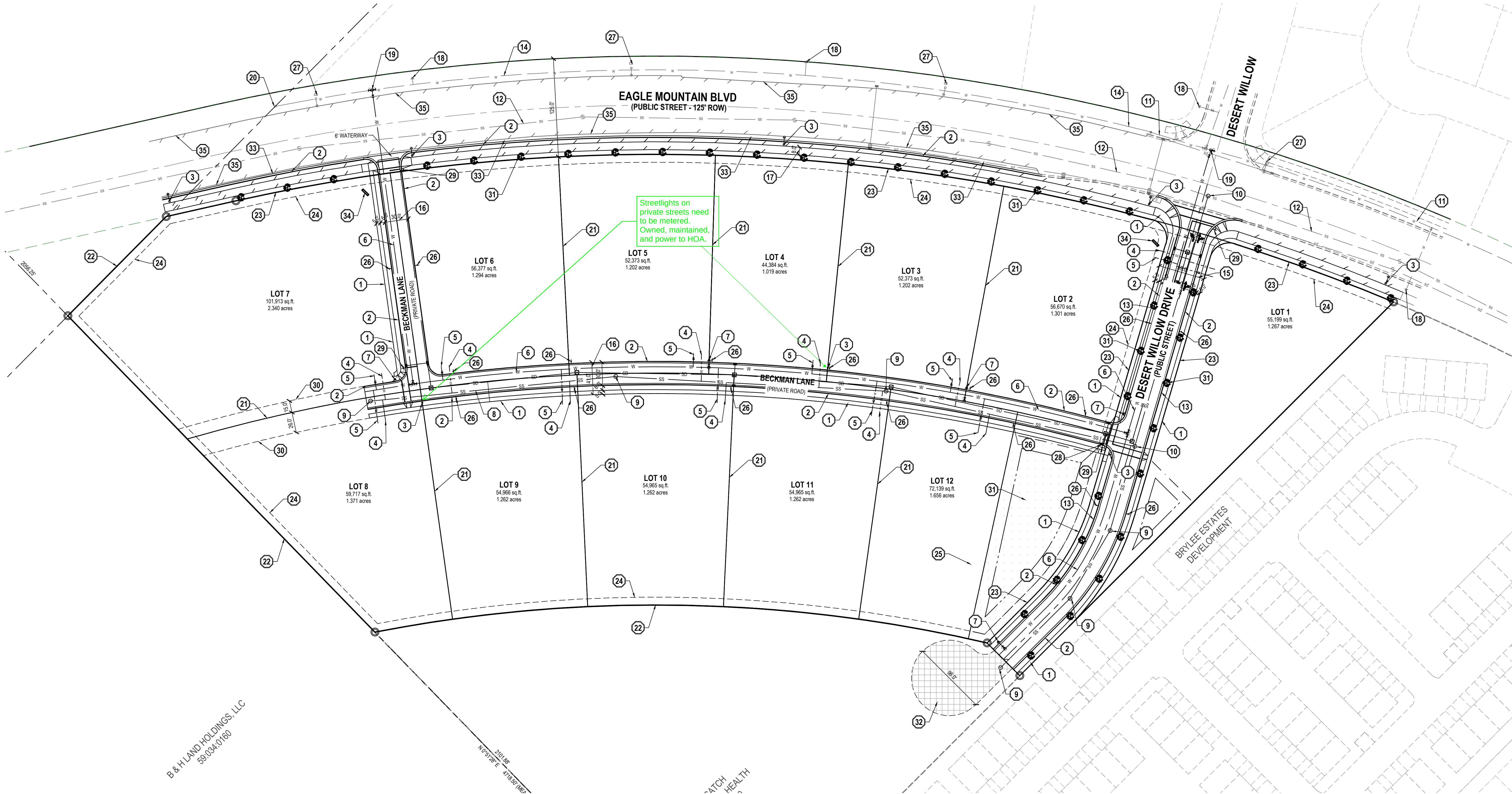
GENERAL NOTES

1. THE LANDSCAPING BORDERING EAGLE MOUNTAIN BOULEVARD, DESERT WILLOW DRIVE, AND THE RETENTION POND WITHIN LOT 12 WILL BE INSTALLED WITH DEVELOPMENT AND MAINTAINED BY A COMMERCIAL OWNERS ASSOCIATION.
2. FIRE APPARATUS ACCESS ROADS SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS COMPLYING WITH FIGURE D103.6. SIGNS SHALL HAVE A MINIMUM DIMENSIONS OF 12" WIDE X 18" HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND. SIGNS SHALL BE POSTED ON ONE OR BOTH SIDES OF THE FIRE APPARATUS ROAD AS REQUIRED BY CODE. [D103.6.1 OR D103.6.2]
3. ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 1 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231.
- 2 30" APWA TYPE "A" CURB AND GUTTER PER APWA STANDARD PLAN NO. 205.
- 3 STREET LIGHT PER EAGLE MOUNTAIN MUNICIPAL CODE.
- 4 SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS. LENGTH AND SLOPE PER PLAN.
- 5 CULINARY WATER SERVICE AND WATER METER BOX PER EAGLE MOUNTAIN STANDARDS AND SPECIFICATIONS.
- 6 8" C-900 PVC POTABLE WATER LINE PER EAGLE MOUNTAIN'S STANDARDS AND SPECIFICATIONS.
- 7 FIRE HYDRANT ASSEMBLY COMPLETE PER APWA STANDARD PLAN NO. 511 AND SPECIFICATIONS.
- 8 8" SDR-35 PVC SANITARY SEWER PER EAGLE MOUNTAIN'S STANDARDS AND SPECIFICATION.
- 9 4" SANITARY SEWER MANHOLE.
- 10 5" SANITARY SEWER MANHOLE.
- 11 EXISTING 16" WATER LINE.
- 12 EXISTING 15" SANITARY SEWER.
- 13 EXISTING 37" ACCESS EASEMENT. SEE PRELIMINARY PLAT FOR ADDITIONAL INFORMATION.
- 14 16" WATER LINE (BY OTHERS).
- 15 59' ROW. SEE DETAIL 1/C300.
- 16 42' PRIVATE ROADWAY. SEE DETAIL 2/C300.
- 17 8' ASPHALT TRAIL.
- 18 FIRE HYDRANT (BY OTHERS).
- 19 CONNECT TO EXISTING 16" WATERLINE.
- 20 4" BLOW OFF (BY OTHERS).
- 21 LOT LINE.
- 22 PROPERTY LINE.
- 23 RIGHT OF WAY.
- 24 PUE.
- 25 RETENTION EASEMENT.
- 26 "NO PARKING FIRE LANE" WITH DIRECTIONAL ARROWS SIGN (R8-31) PER EAGLE MOUNTAIN CITY AND MUTCD STANDARDS AND SPECIFICATIONS.
- 27 EXISTING STREET LIGHT.
- 28 SUMP AND SNOUT PER EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- 29 STREET AND STOP SIGN PER EAGLE MOUNTAIN CITY AND MUTCD STANDARDS AND SPECIFICATIONS.
- 30 PUBLIC ACCESS / MAINTENANCE EASEMENT, AND PUE.
- 31 LANDSCAPING IMPROVEMENTS ALONG EAGLE MOUNTAIN BOULEVARD FRONTAGE, DESERT WILLOW DRIVE, AND RETENTION POND WITHIN LOT 12 TO MEET EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS AND APPLICABLE ZONING REQUIREMENTS.
- 32 96" DIA. TEMPORARY FIRE TURNAROUND. SEE DETAIL 4/C-300 FOR PAVEMENT SECTION.
- 33 ASPHALT PAVEMENT. MATCH EXISTING EAGLE MOUNTAIN BLVD PAVEMENT SECTION.
- 34 MONUMENT SIGN.
- 35 EXISTING EDGE OF ASPHALT.



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CEDAR CITY
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RICHFIELD
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WWW.ENSIGNENG.COM

FOR:
BRYLEE COMMERCIAL LLC,
4750 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UTAH, 84005
CONTACT:
RANDY SMITH
PHONE: 801-441-8190

BRYLEE NORTH
MASTER SITE PLAN / PRELIMINARY PLAT
4750 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UTAH



SITE AND UTILITY PLAN

PROJECT NUMBER
12523
DRAWN BY
J. LINFORD
PROJECT MANAGER
Q. ELDER
PRINT DATE
2023/10/06
CHECKED BY
Q. ELDER

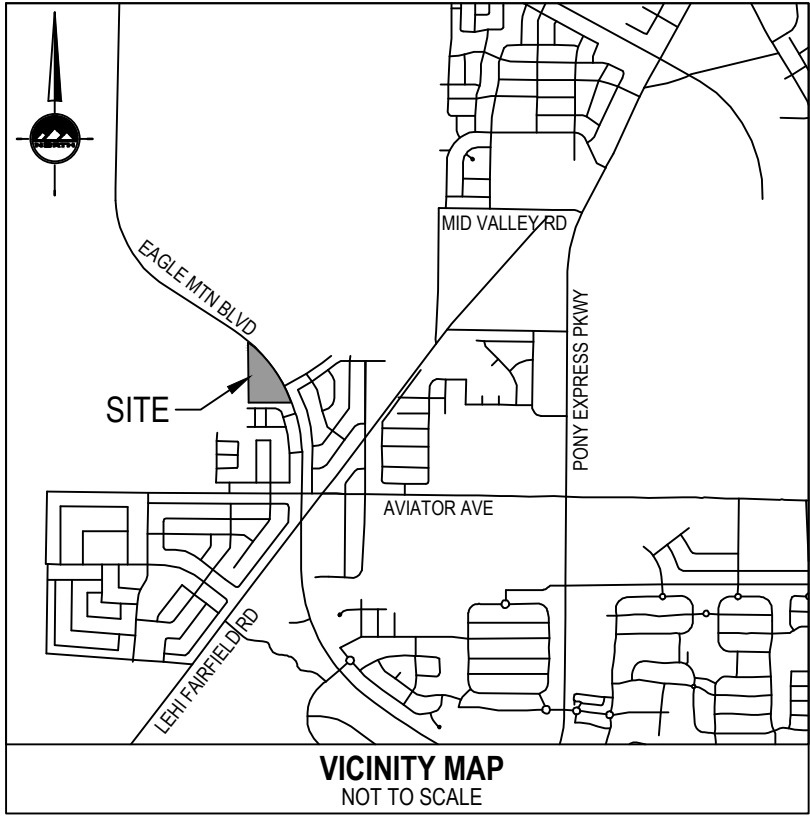
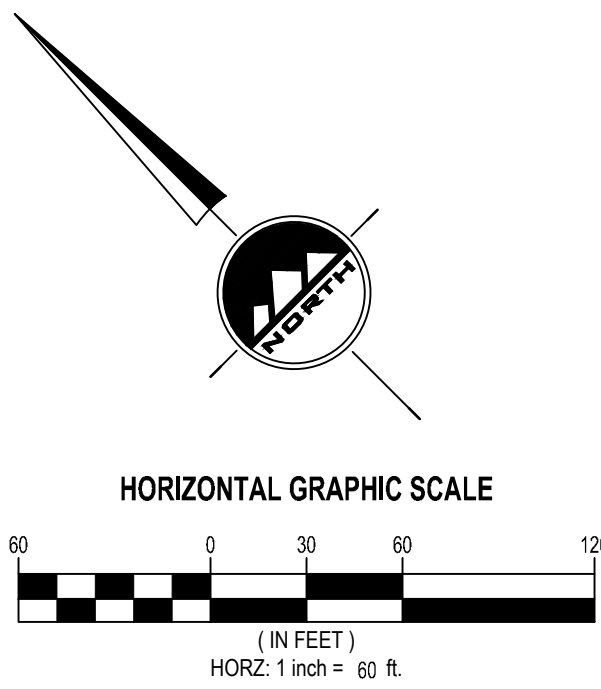
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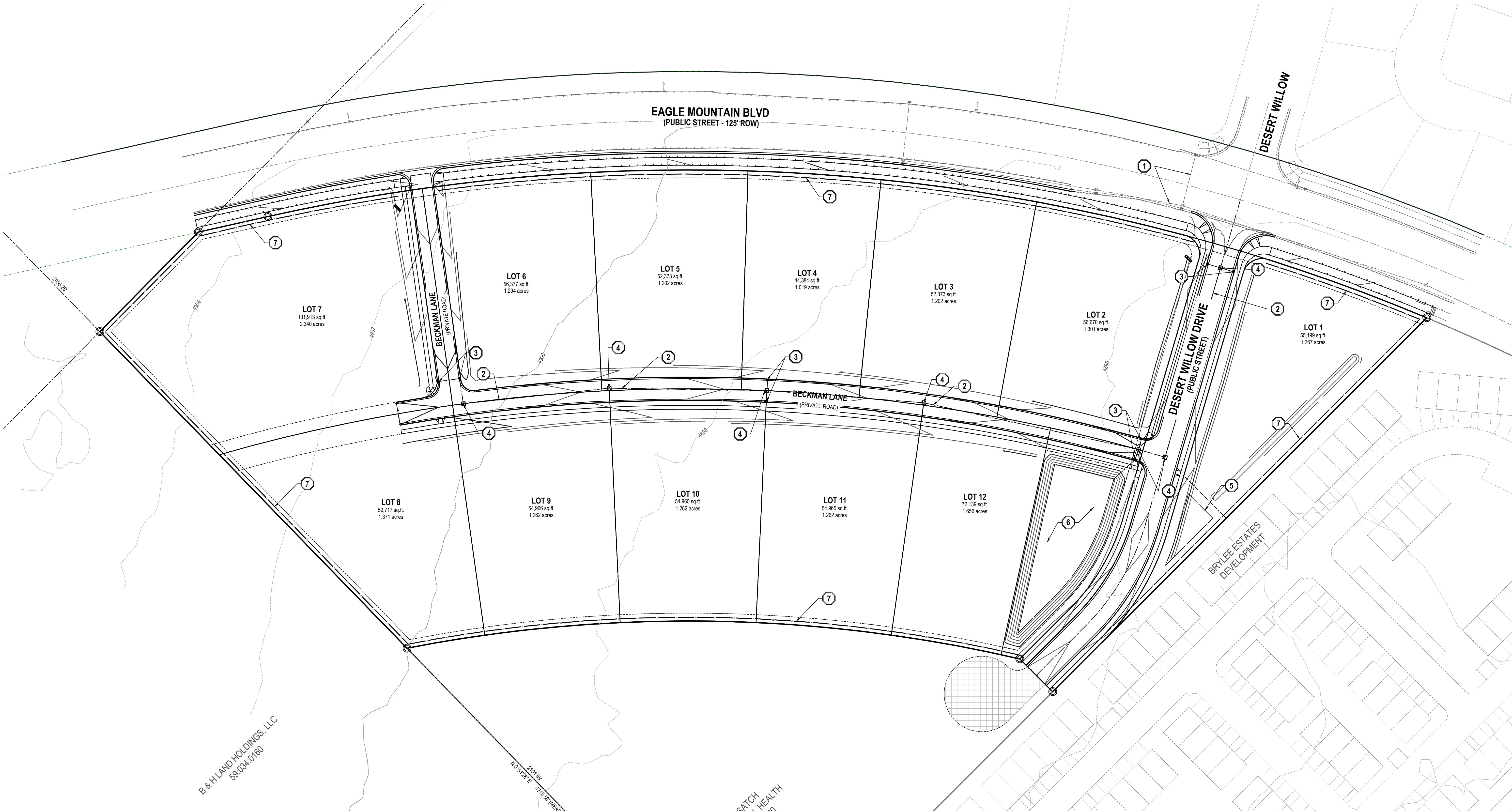
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

CORNER OF SECTION _____
TOWNSHIP _____ SOUTH, RANGE _____ WEST
SALT LAKE BASE AND MERIDIAN
ELEV = _____.



- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- EXISTING EAGLE MOUNTAIN STORM DRAIN SYSTEM.
 - 15" SD RCP PIPE.
 - STORM DRAIN CATCH BASIN. ALL CATCH BASINS WILL HAVE INLET PROTECTION FOR EROSION CONTROL. PER EAGLE MOUNTAIN CITY CODE 15.50.070, INLET PROTECTION BMP TO MEET OR EXCEED ASTM D8057.
 - STORM DRAIN CLEAN OUT.
 - RETENTION POND (SIZED FOR THE UNDEVELOPED LOT 1, REQUIRED VOLUME= 1,620 C.F.).
 - RETENTION POND (SIZED FOR THE POST DEVELOPED LOTS 2-7 AND UNDEVELOPED LOTS 8-12, REQUIRED VOLUME= 59,914 C.F.).
 - SILT FENCE.



ENSIGN

THE STANDARD IN ENGINEERING

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FOR:
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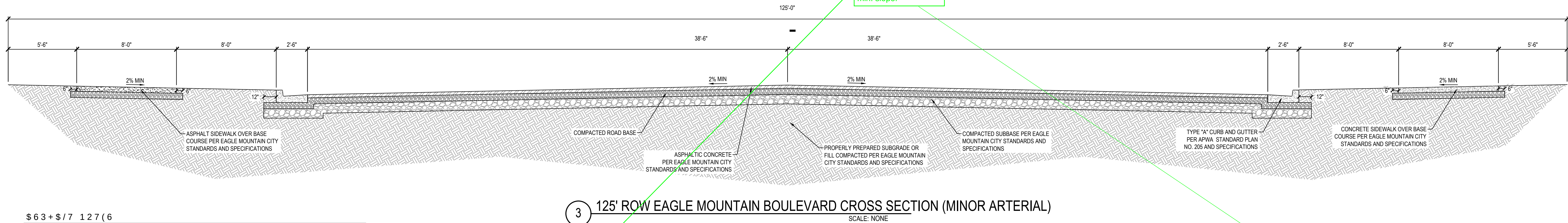
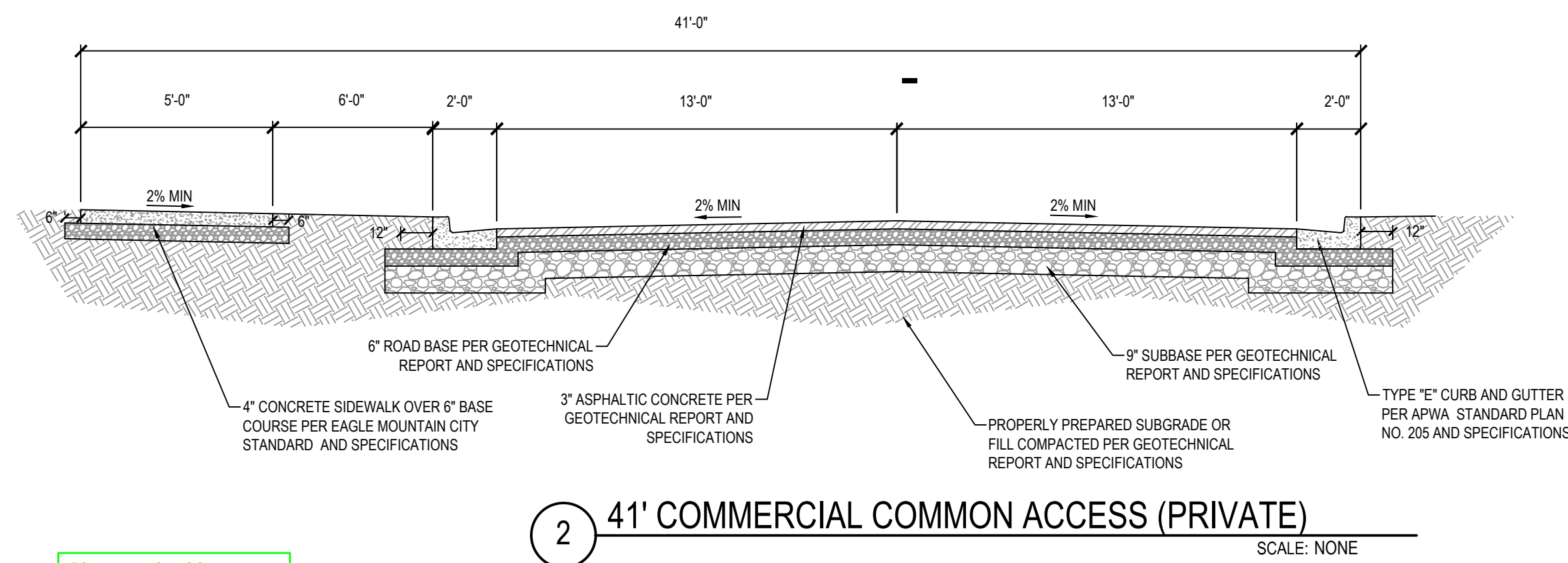
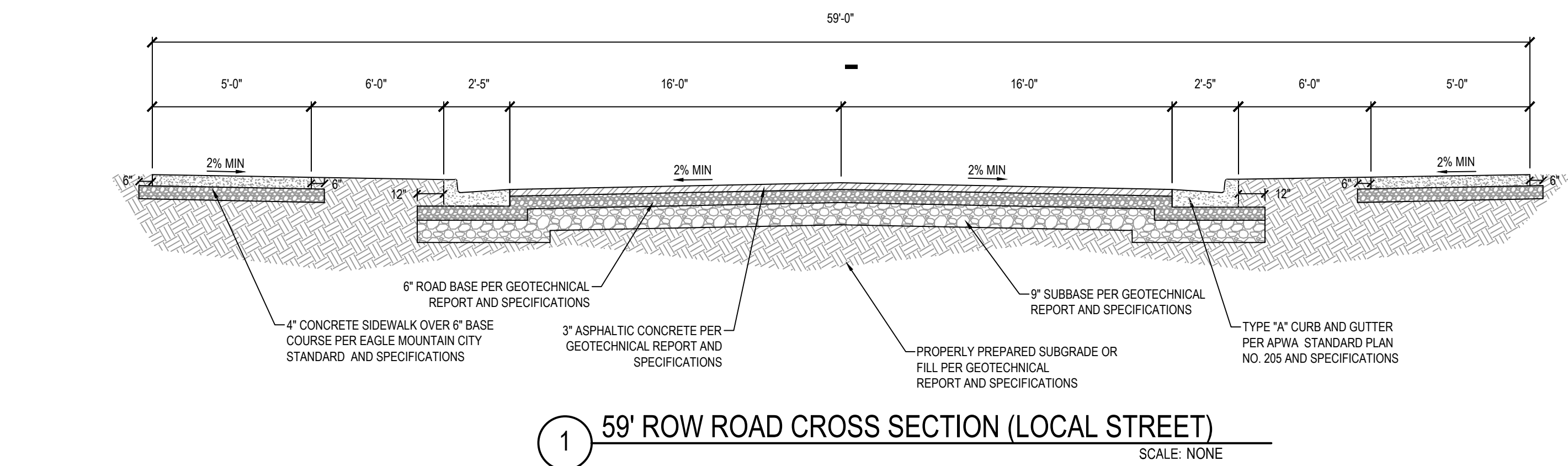
BRYLEE NORTH
MASTER SITE PLAN / PRELIMINARY PLAT
4750 EAGLE MOUNTAIN BOULEVARD
EAGLE MOUNTAIN, UTAH



GRADING, DRAINAGE AND
EROSION CONTROL PLAN

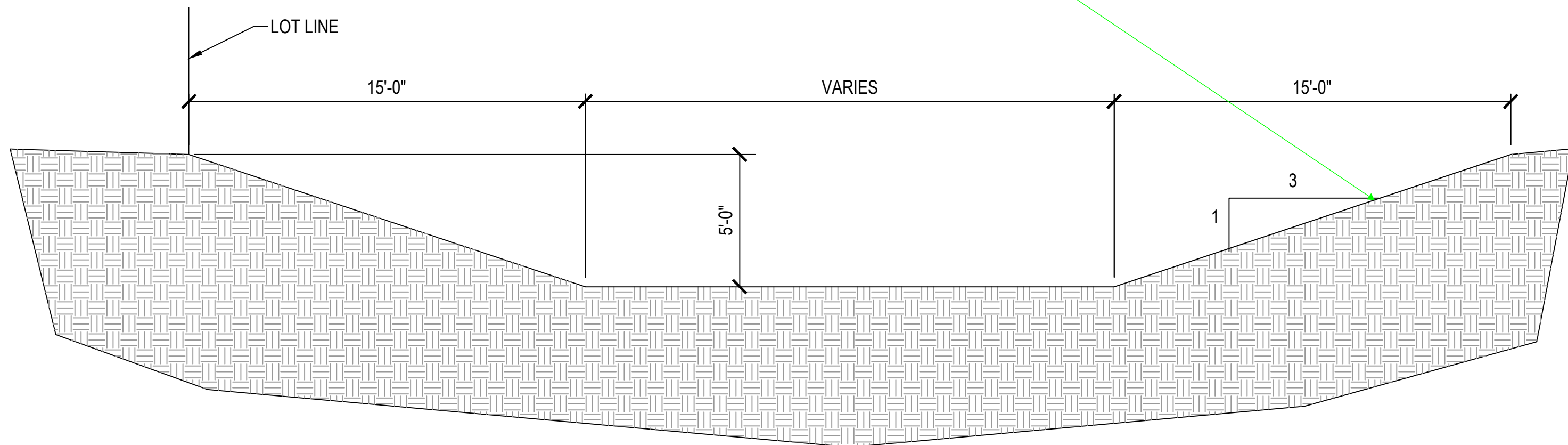
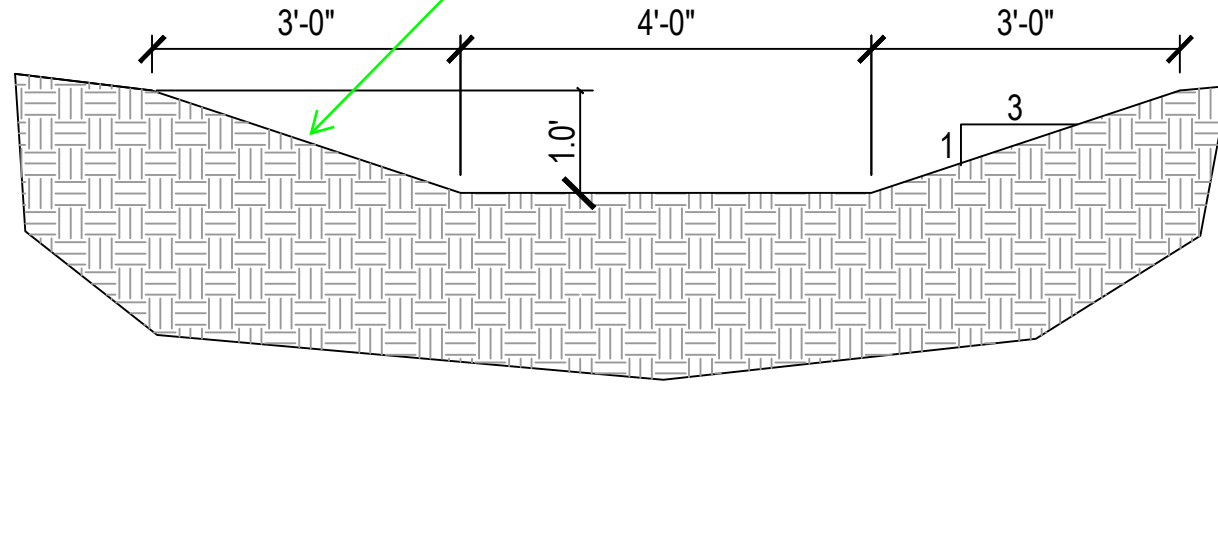
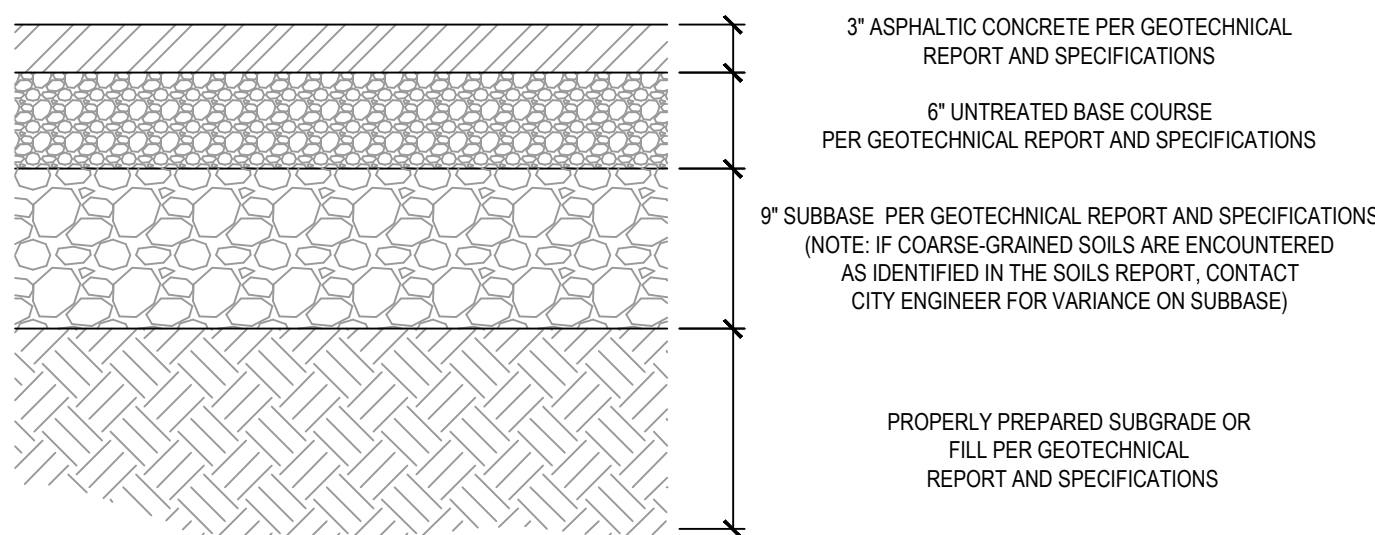
PROJECT NUMBER: 12523
PRINT DATE: 2023/10/06
DRAWN BY: J. LINFORD
CHECKED BY: Q. ELDER
PROJECT MANAGER: Q. ELDER

C-200



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- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED PER THE PROJECT GEOTECHNICAL REPORT OR TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD BE PLACED PER GEOTECHNICAL RECOMMENDATIONS BUT SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



4 STANDARD ASPHALT SECTION

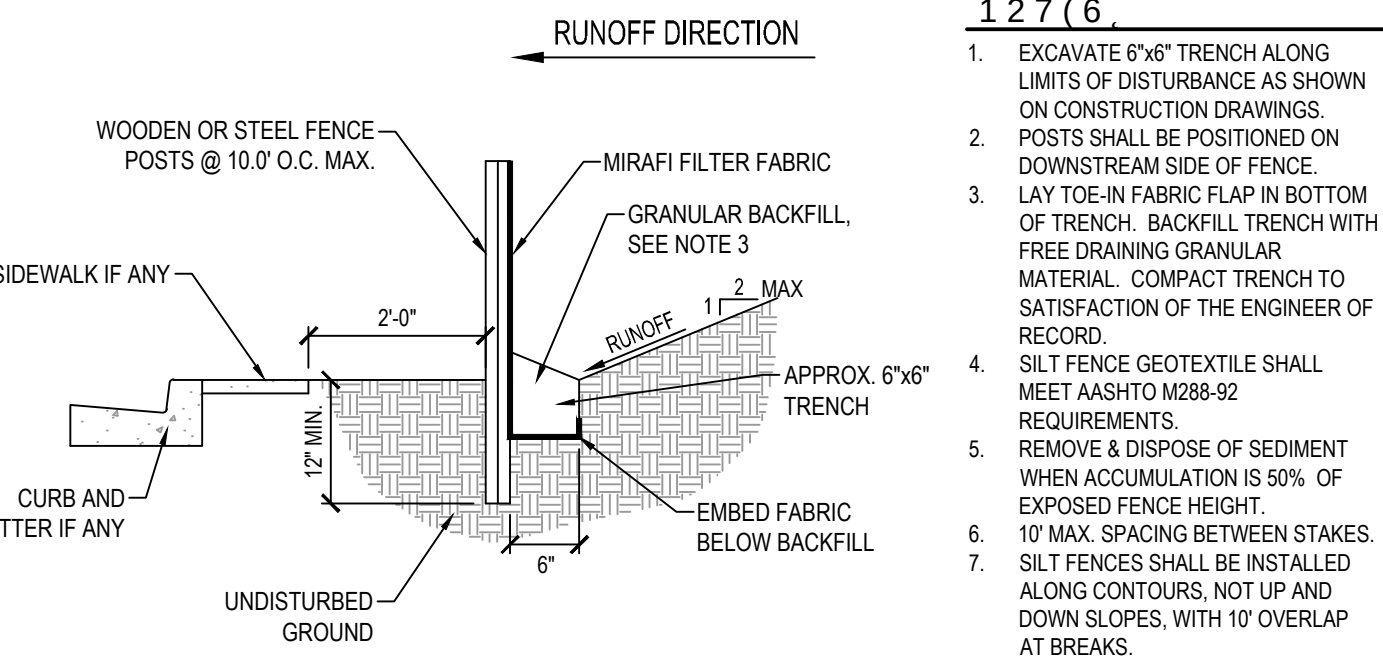
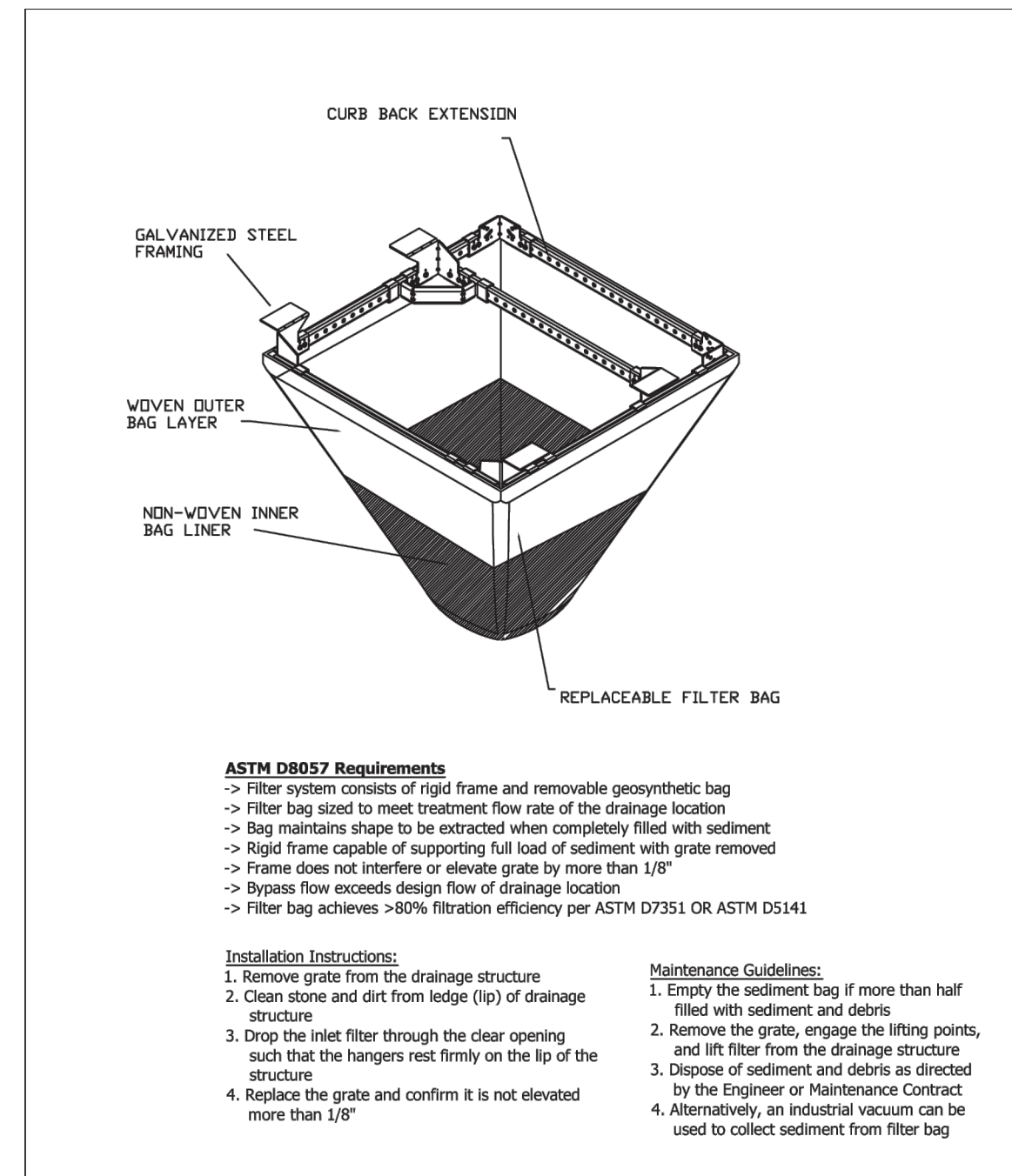
SCALE: NONE

5 RETENTION SWALE SECTION DETAIL

SCALE: NONE

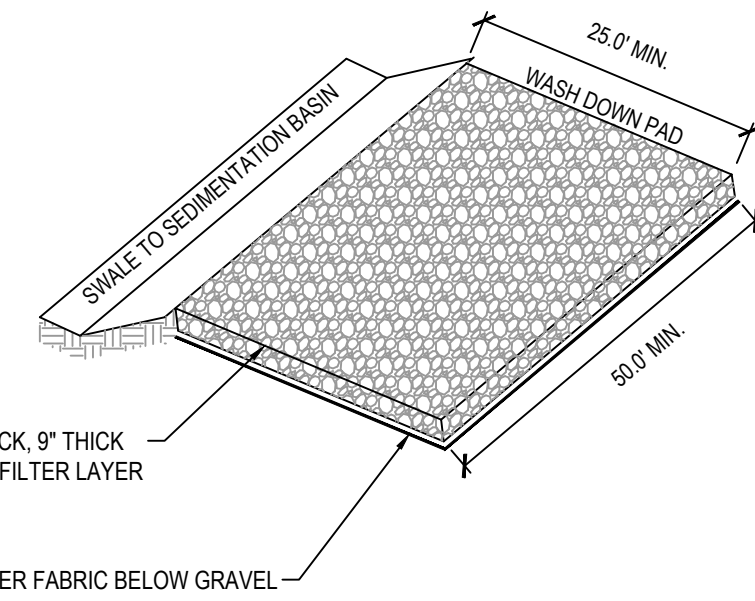
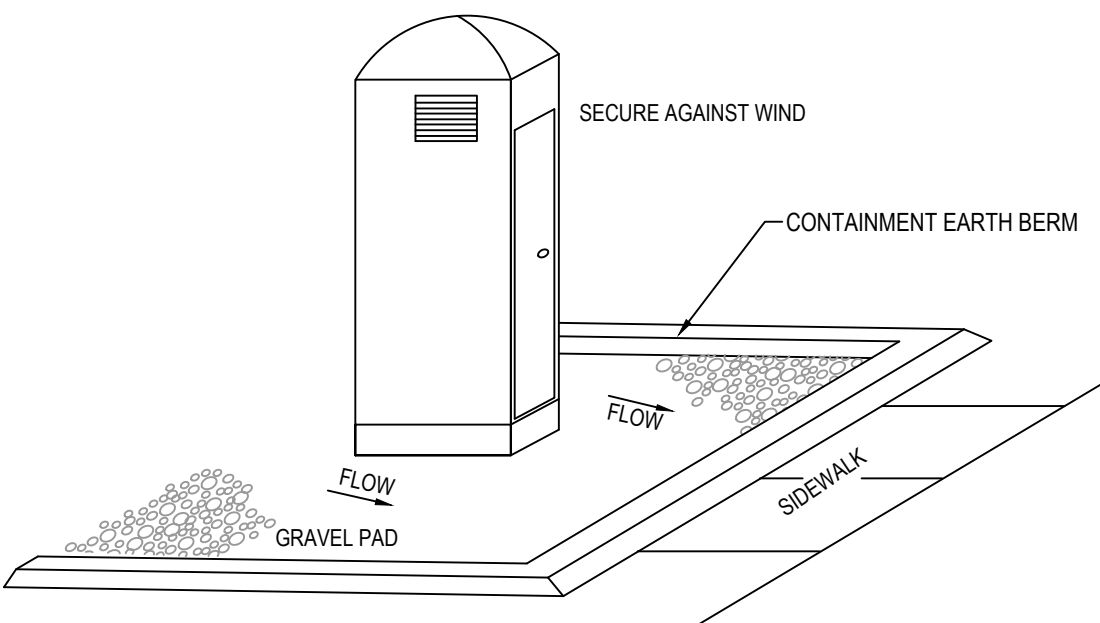
6 RETENTION POND SECTION DETAIL

SCALE: NONE



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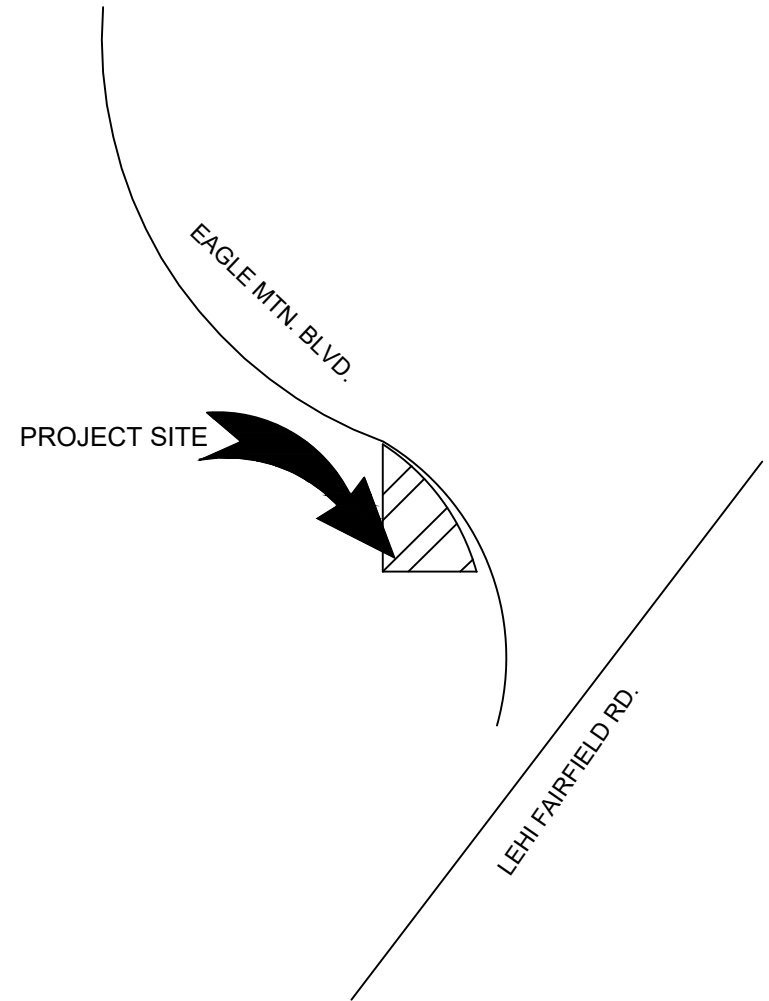
- EXCAVATE 6"x6" TRENCH ALONG LIMITS OF DISTURBANCE AS SHOWN ON CONSTRUCTION DRAWINGS.
- POSTS SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
- LAY TOE-IN FABRIC FLAP IN BOTTOM OF TRENCH. BACKFILL TRENCH WITH FREE DRAINING GRANULAR MATERIAL. COMPACT TRENCH TO SATISFACTION OF THE ENGINEER OF RECORD.
- SILT FENCE GEOTEXTILE SHALL MEET AASHTO M288-92 REQUIREMENTS.
- REMOVE & DISPOSE OF SEDIMENT WHEN ACCUMULATION IS 50% OF EXPOSED FENCE HEIGHT.
- 10' MAX. SPACING BETWEEN STAKES.
- SILT FENCES SHALL BE INSTALLED ALONG CONTOURS, NOT UP AND DOWN SLOPES, WITH 10' OVERLAP AT BREAKS.



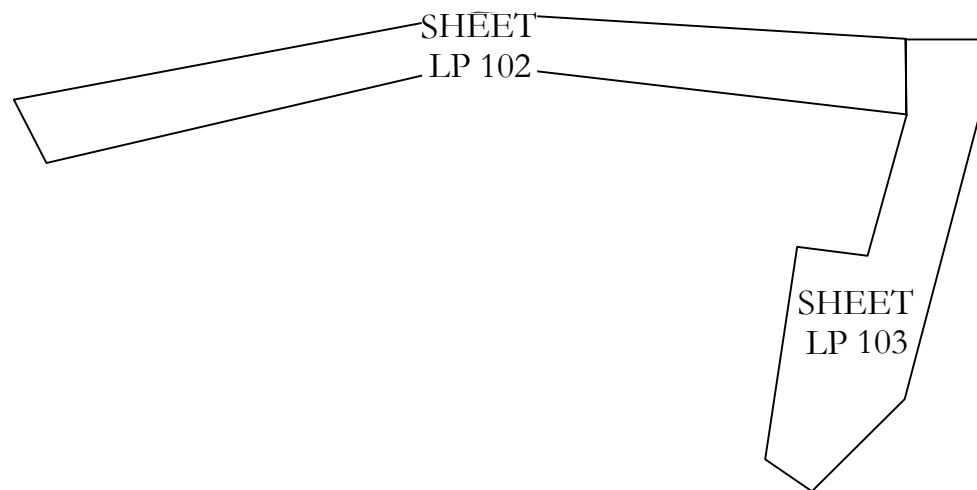
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- PLACE SIGN ADJACENT TO ENTRANCE * CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION*

VICINITY MAP

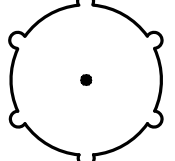
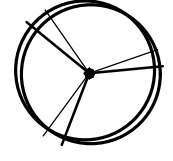
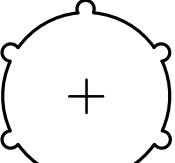


SHEET INDEX

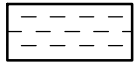
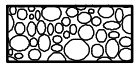


EMC has a preferred spices list of grasses, shrubs, and trees that are either native to the area or are drought tolerant species. Please contact Todd Black tblack@emcity.org

PLANT LEGEND

CONFERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	Drought tolerant? (50%)
	PITE	3	Pinus heldreichii 'Emerald Arrow' Emerald Arrow Bosnian Pine Moderate; 15' x 8'; sun; z5	B & B		5'-6'	
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	
	AG'B	7	Acer grandidentatum 'Mesa Glow' Mesa GLow Bigtooth Maple Td3; 28x18; AV 314; part to full sun, z5	B & B	1.5"Cal		
	GBP	33	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo Td2; 50x15; AV 706; sun; z4; Utah Lake water tolerant	B & B	1.5"Cal		
	SRB	30	Syringa reticulata 'Bailonce' Snowdance Tree Lilac Td3; 18x20; AV 314; sun; z3	B & B	1.5"Cal		
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT			
	PD'S	15	Philadelphus microphyllus 'Desert Snow' Desert Snow Littleleaf Mockorange Sd2; 5x5; AV 20; full to part sun; z4	5 gal			
	PBP	165	Prunus besseyi 'P0115' TM Pawnee Buttes Sand Cherry Sd1; 1.5 x 6; AV19.5; sun; z4;	5 gal			
	RTA	33	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac GV1; 1 x 6; AV 12.5; full to part sun; z4	5 gal			
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT			
	J'PW	32	Juniperus horizontalis 'Prince of Wales' Prince Of Wales Juniper 6-8" x 3-10'; low water; sun; z3; Utah Lake water tolerant	5 gal			
	LA'H	175	Lavandula angustifolia 'Hidcote Blue' Hidcote Blue Lavender P2; 1.5x3; AV 3; sun; z4; Utah Lake water tolerant	1 gal			
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT			
	P'KR	222	Pennisetum orientale 'Karley Rose' Karley Rose Fountain Grass Tw2; 3x3; AV 7; sun; z5; Utah Lake water tolerant	1 gal			
	SSP	64	Schizachyrium scoparium 'Prairie Blues' Prairie Blues Little Bluestem Grass Tw1; 3x2; AV 4.5; sun; z3; Utah Lake water tolerant	1 gal			
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT			
	HN'H	188	Helianthemum nummularium 'Henfield Brilliant' Henfield Brilliant Sunrose 6-8" X 12-24" Utah Lake Secondary Water Tolerant. Xeriscape. Blooms from late spring to summer. Can be evergreen in mild winters.	1 gal			
ROSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT			
	RNW	159	Rosa x 'Nouasclence' TM Flower Carpet White Groundcover Rose moderate; 2x3; sun; z5; Utah Lake water tolerant	5 gal			

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY	DET
	L-10 1" MINUS TAN CRUSHED ROCK TO MATCH EXISTING. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. WHERE PLANTING IS SPARSE, ADDITIONAL TOPSOIL IS NOT NECESSARY. PREPARE A HOLE TWICE THE WIDTH OF THE CONTAINER, WATER IN PLANT, BACKFILL WITH A 3:1 RATIO OF SOIL TO COMPOST. TAMP LIGHTLY AND WATER AGAIN. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL. IF REQUIRED BY CITY, INSTALL DEWITT 50Z WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS AFTER PLANTING AND AFTER APPLYING MULCH. THIS AREA WILL ALSO NEED AN ANNUAL MAINTENANCE PROGRAM. SUBMIT PROGRAM TO OWNER.	41,275 sf	
	L-18 4-6" TAN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. WHERE PLANTING IS SPARSE, ADDITIONAL TOPSOIL IS NOT NECESSARY. PREPARE A HOLE TWICE THE WIDTH OF THE CONTAINER, WATER IN PLANT, BACKFILL WITH A 3:1 RATIO OF SOIL TO COMPOST. TAMP LIGHTLY AND WATER AGAIN. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 6" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL. IF REQUIRED BY CITY, INSTALL DEWITT 50Z WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS AFTER PLANTING AND AFTER APPLYING MULCH. THIS AREA WILL ALSO NEED AN ANNUAL MAINTENANCE PROGRAM. SUBMIT PROGRAM TO OWNER.	13,445 sf	
SYMBOL	LANDSCAPE DESCRIPTION	QTY	DET
	L-26 BOULDERS - DECORATIVE	61	

ISSUE DATE

9/14/2023

PROJECT NUMBER

UT23140

PLAN INFORMATION

811

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



0'40'80'160'320'

GRAPHIC SCALE: 1" = 80'

PROJECT INFORMATION

BRYLEE NORTH

4750 EAGLE MOUNTAIN BLVD.

EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

FIELDSTONE HOMES

ATT: RANDY SMITH

801-441-8190

RANDYS@FIELDSTONEHOMES.COM

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LANDSCAPE ARCHITECT / PLANNER



3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LICENSE STAMP



DRAWING INFO

PM: JTA

DRAWN: ALR

CHECKED: JMA

PLOT DATE: 9/14/2023

LANDSCAPE OVERALL PLAN

CITY PERMIT SET

LP-100

LANDSCAPE PLAN SPECIFICATIONS

- PART I - GENERAL
- 1.1 SUMMARY
- A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:
1. Site Conditions
 2. Guarantees
 3. Maintenance
 4. Soil Amendments
 5. Fine Grading
 6. Landscape Edging
 7. Furnish and Installing Plant
 8. Turf Planting
 9. Weed Barrier
- 1.2 SITE CONDITIONS
- A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents as at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.
- B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.
- C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.
- 1.3 PERMITS
- A. Blue Stake/ Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.
- 1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY
- A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.
- 1.5 FINAL INSPECTION
- A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.
- 1.6 LANDSCAPE SUBSTANTIAL COMPLETION
- A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.
- 1.7 MAINTENANCE
- A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-graying and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.
- 1.8 GUARANTEE
- A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee

- PART II - PRODUCTS
- 2.1 LANDSCAPE MATERIALS
- A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.
- B. Tree Wrap: Tree wrap is not to be used.
- C. Mulch/Rock/ See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.
- D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.
- E. Tree, Shrub, and Grass Backfill Mixture: Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.
- F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:
- a. pH: 5.5-7.5
 - b. EC (electrical conductivity): < 2.0 mmhos per centimeter
 - c. SAR (sodium absorption ration): < 3.0
 - d. % OM (percent organic matter): >1%
 - e. Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%; Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.
- G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial soil farm shall be used. Only use sod from a single source.
- H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:
- a. Washed mortar sand free of organic material.
 - b. Portland Cement (see concrete spec. below for type)
 - c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.
 - d. Only potable water for mixing.
- I. Landscape Metal Edging: 5.5" steel edging with 18" dowels into the ground for stabilization.

- PART III - EXECUTION
- 3.1 GRADING
- A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.
- B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaced. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.
- C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.
- 3.2 TURF GRADING
- A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.
- B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.
- 3.3 PLANTING OPERATIONS
- A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.
- B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.
- C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.
- D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.
- E. Trees must be placed on undisturbed soil at the bottom of the planting hole.
- F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.
- G. Plant immediately after removal of container for container plants.

- H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.
- I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.
- J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a courser mix as required to establish finish grade as indicated on the drawings.
- K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.
- L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.
4. TURF - SOD LAYING
- A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.
- B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of 1/2 pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.
- C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and installed within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blemishes. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as to completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.
- D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.
- E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the areas until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.
- F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.
- G. Apply water directly after laying sod. Rainfall is not acceptable.
- H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.
- I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barriers set appropriate distances with cones or tapes between areas, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc, until such time as the lawn is accepted by the Owner.
- J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.
- 3.5 WEED BARRIER
- A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.
- B. Cut weed barrier back to the edge of the plant rootball.
- C. Overlap rows of fabric min. 6"
- D. Stable fabric edges and overlaps to ground.
- END OF SECTION

LANDSCAPE NOTES

- INSTALLATION
1. LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
 2. DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
 3. ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
 4. SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.
 5. SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL (MIXED PRIOR TO SPREADING WITH 1% ORGANIC MATTER) CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.
 6. SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
 7. EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6" TREE RING OF THE SAME EDGING.
 8. IF REQUIRED BY CITY OR OWNER SPECIFIED, DEWITT 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.
 9. ROCK MULCH (INORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS, ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL (ORGANIC MULCH), NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.
 10. A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS, LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.
 11. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.

- INSTALLER RESPONSIBILITIES AND LIABILITIES
1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
2. LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.
- GRADING AND DRAINAGE REQUIREMENTS
1. AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
 2. AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
 3. A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
 4. LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
 5. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE
 6. DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL, WHICHEVER DISTANCE IS GREATER

SITE REQUIREMENT CALCULATIONS

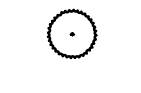
TREE COUNT	REQUIRED:	PROVIDED:
NUMBER OF EVERGREEN/DECIDUOUS TREES REQUIRED IS BASED ON SQUARE FOOTAGE OF LANDSCAPED AREA.		
RETENTION BASIN PLANTING AREA: 13,445 SQ. FT.	10	10
PARK STRIP LANDSCAPE AREA: 1 TREE PER 40'		
EAGLE MTN. BLVD (1420')	35	35
DESERT WILLOW DR. NORTH (519')	13	13
DESERT WILLOW DR. SOUTH (608')	15	15

REQUIRED LANDSCAPING		
AT LEAST 50% OF THE REQUIRED LANDSCAPE AREA SHALL BE LIVE VEGETATION		
RET. BASIN PLANTING AREA SQ. FT. 13,445 SQ. FT.	6,723 SQ. FT.	6,723 SQ. FT.
PARK STRIP LANDSCAPE AREA: 30,767 SQ. FT.	15,384 SQ. FT.	15,951 SQ. FT.

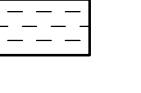
DROUGHT TOLERANT PLANTS		
FIFTY PERCENT OF ALL TREE AND SHRUB SPECIES SHALL BE REQUIRED TO BE DROUGHT TOLERANT.		
TREES:	50%	100%
SHRUBS:	50%	100%

NO LANDSCAPING OVER THREE FEET IN HEIGHT IS PERMITTED WITHIN CLEAR VISION TRIANGLES EXCEPT TREES WITH SINGLE TRUNKS THAT ARE PRUNED SUCH THAT ALL BRANCHES AND FOLIAGE ARE REMOVED TO A HEIGHT OF AT LEAST EIGHT FEET.

PLANT LEGEND

CONIFERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	PHE	3	Pinus heldreichii 'Emerald Arrow' Emerald Arrow Bosnian Pine Moderate; 15' x 8'; sun; z5	B & B		5'-6'
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	AGTB	7	Acer grandidentatum 'Mesa Glow' Mesa Glow Bigtooth Maple Td3; 28x18; AV 314; part to full sun; z5	B & B	1.5"	Cal
	GBP	33	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo Td2; 50x15; AV 706; sun; z4; Utah Lake water tolerant	B & B	1.5"	Cal
	SRB	30	Syringa reticulata 'Bailnee' Snowdrance Tree Lilac Td3; 18x20; AV 314; sun; z3	B & B	1.5"	Cal
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	PDS	15	Philadelphus micropphyllus 'Desert Snow' Desert Snow Littleleaf Mockorange Sd2; 5x5; AV 20; full to part sun; z4		5 gal	
	PBP	165	Prunus besseyi 'P011S' TM Pawnee Buttes Sand Cherry Sd1; 1.5 x 6; AV19.5; sun; z4;		5 gal	
	RTA	33	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac GV1; 1 x 6; AV 12.5; full to part sun; z4		5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	JPW	32	Juniperus horizontalis 'Prince of Wales' Prince Of Wales Juniper 6-8" x 3-10'; low water; sun; z3; Utah Lake water tolerant		5 gal	
	LAVH	175	Lavandula angustifolia 'Hideout Blue' Hideout Blue Lavender P2; 1.5x3; AV 3; sun; z4; Utah Lake water tolerant		1 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	PKR	222	Pennisetum orientale 'Karley Rose' Karley Rose Fountain Grass Tw2; 3x3; AV 7; sun; z5; Utah Lake water tolerant		1 gal	
	SSTP	64	Schizachyrium scoparium 'Prairie Blues' Prairie Blues Little Bluestem Grass Tw1; 3x2; AV 4.5; sun; z5; Utah Lake water tolerant		1 gal	
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	HINTH	188	Helianthemum nummularium 'Hemfield Brilliant' Hemfield Brilliant Sunrose 6-8" x 12-24" Utah Lake Secondary Water. Tolerant. Xeriscape. Blooms from late spring to summer. Can be evergreen in mild winters.		1 gal	
ROSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
	RNW	159	Rosa x 'Noosheen' TM Flower Carpet White Groundcover Rose moderate; 2x3; sun; z5; Utah Lake water tolerant		5 gal	

SITE MATERIALS LEGEND

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
	1" MINUS TAN CRUSHED ROCK TO MATCH EXISTING. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. WHERE PLANTING IS SPARSE, ADDITIONAL TOPSOIL IS NOT NECESSARY. PREPARE A HOLE TWICE THE WIDTH OF THE CONTAINER. WATER IN PLANT, BACKFILL WITH A 3:1 RATIO OF SOIL TO COMPOST. TAMP LIGHTLY AND WATER AGAIN. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL. IF REQUIRED BY CITY, INSTALL DEWITT 5 OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS AFTER PLANTING AND AFTER APPLYING MULCH. THIS AREA WILL ALSO NEED AN ANNUAL MAINTENANCE PROGRAM. SUBMIT PROGRAM TO OWNER.	41,275 sf
	4-6" TAN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. WHERE PLANTING IS SPARSE, ADDITIONAL TOPSOIL IS NOT NECESSARY. PREPARE A HOLE TWICE THE WIDTH OF THE CONTAINER. WATER IN PLANT, BACKFILL WITH A 3:1 RATIO OF SOIL TO COMPOST. TAMP LIGHTLY AND WATER AGAIN. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 6" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL. IF REQUIRED BY CITY, INSTALL DEWITT 5 OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS AFTER PLANTING AND AFTER APPLYING MULCH. THIS AREA WILL ALSO NEED AN ANNUAL MAINTENANCE PROGRAM. SUBMIT PROGRAM TO OWNER.	13,445 sf
SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
	BOULDERS - DECORATIVE	61

ISSUE DATE

9/14/2023

PROJECT NUMBER

UT23140

PROJECT INFORMATION

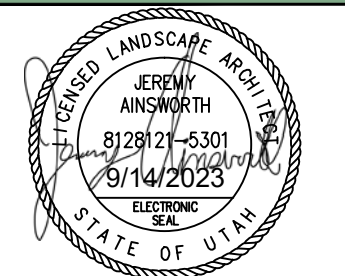
DEVELOPER / PROPERTY OWNER / CLIENT

FIELDSTONE HOMES
ATT: RANDY SMITH
801-441-8190
RANDYS@FIELDSTONEHOMES.COM

LANDSCAPE ARCHITECT / PLANNER


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LICENSE STAMP



DRAWING INFO

PM: JTA
DRAWN: ALR
CHECKED: JMA
PLOT DATE: 9/14/2023

NO.

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0' 50' 100' 200' 400'

GRAPHIC SCALE: 1" = 100'

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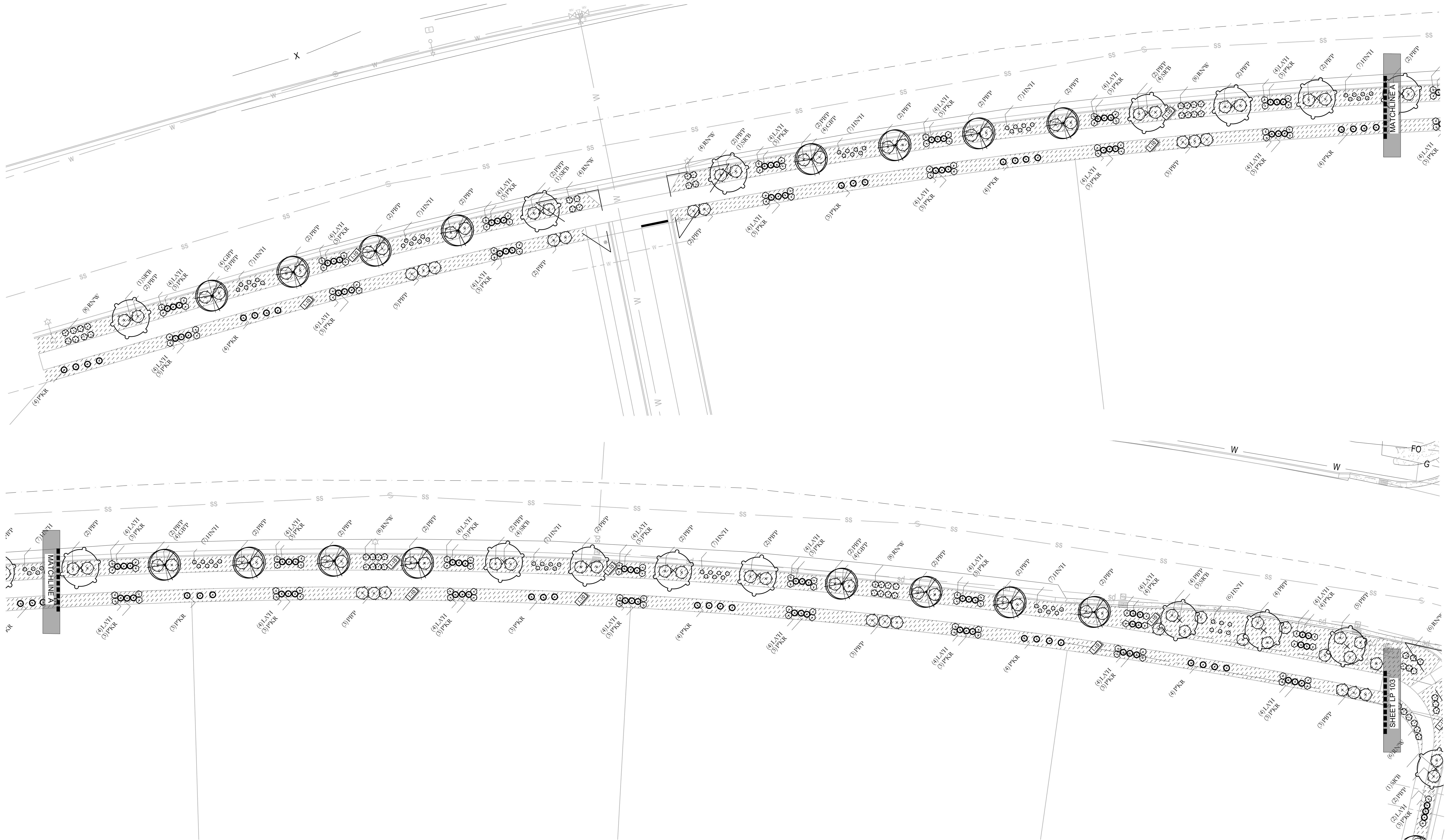
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LP-101



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0' 10' 20' 40' 80'

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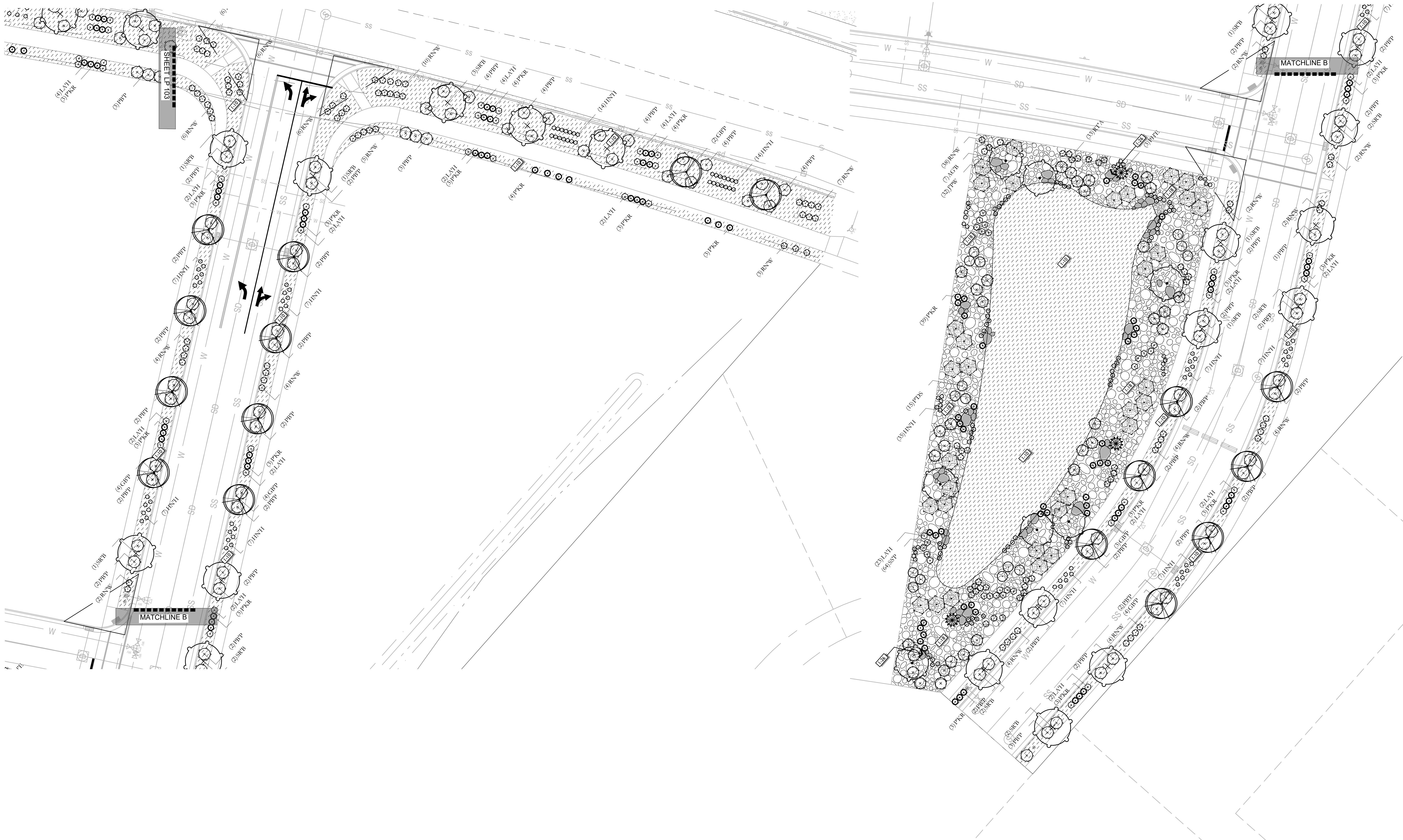
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LANDSCAPE PLAN
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LP-102



ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

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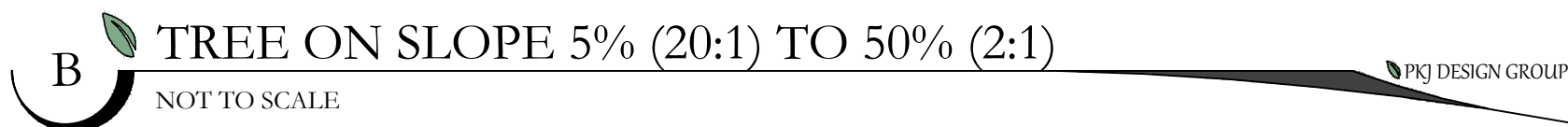
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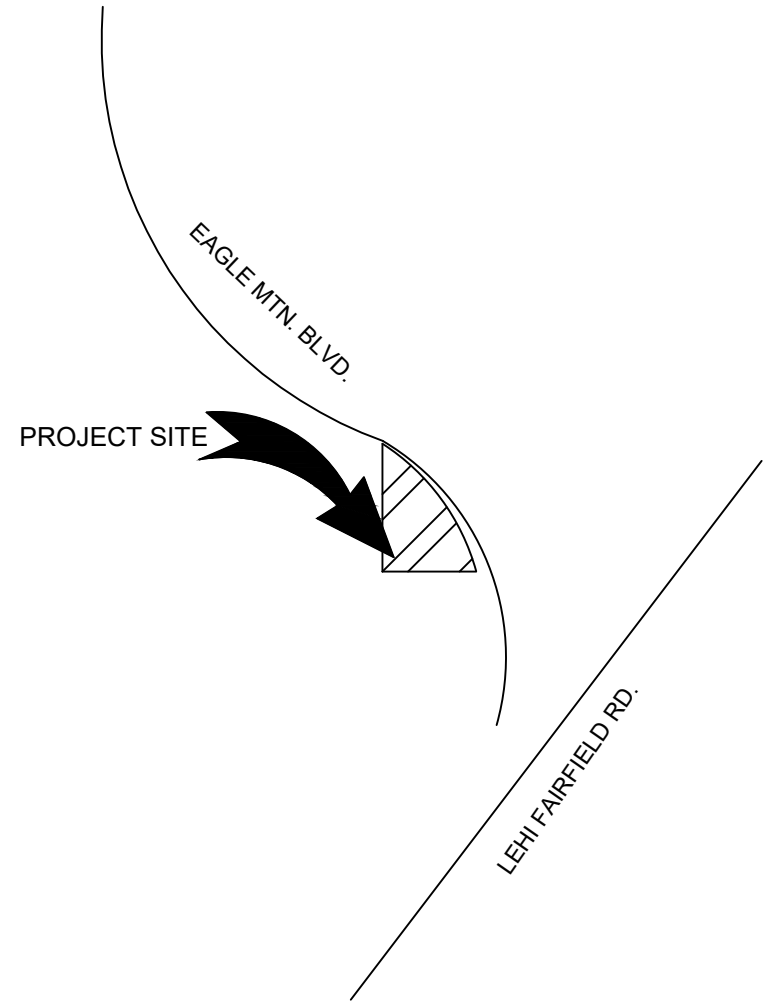
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LANDSCAPE PLAN
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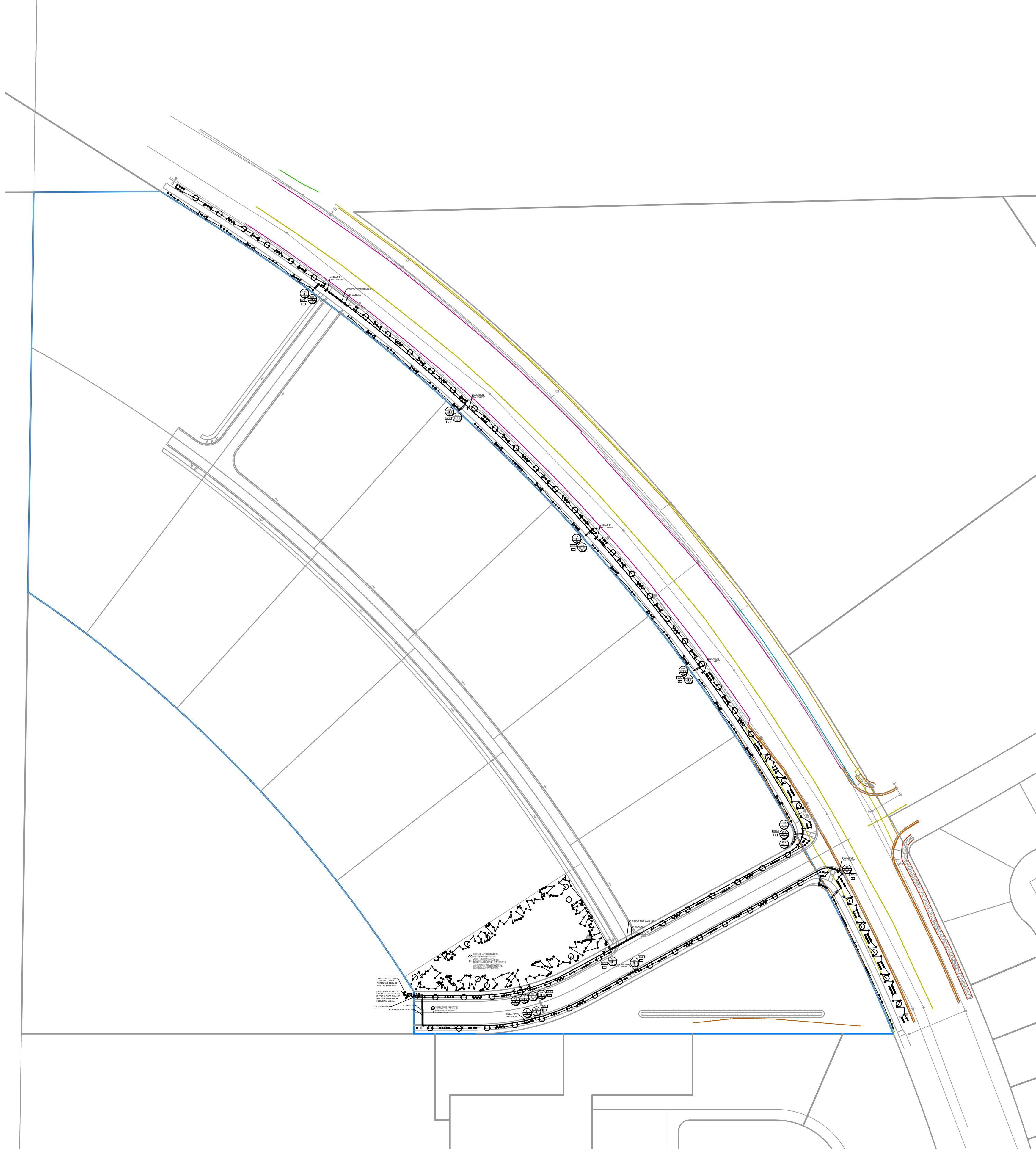
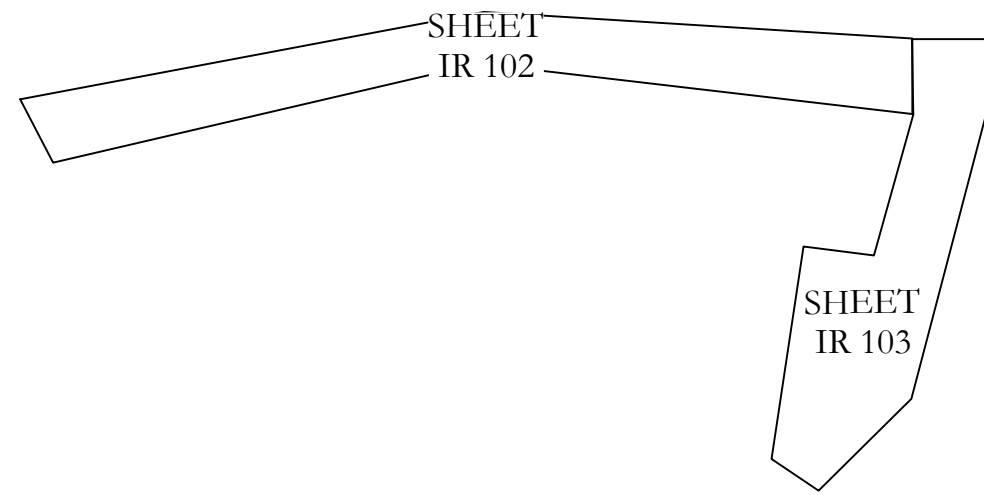
LP-103



VICINITY MAP



SHEET INDEX



IRRIGATION LEGEND

SYMBOL	MANUFACTURER-MODEL NUMBER
	RAINBIRD RD04-S-PRS POP UP SPRAY 5 SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 8 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 10 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 12 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 U-SERIES @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 SST @ 30 PSI
	RAINBIRD RD04-S-PRS POP UP SPRAY 15 EST @ 30 PSI
	RAINBIRD 5004+PCR SERIES W/ MPR NOZZLES @ 45 PSI
	RAINBIRD 8005 SERIES Q#8-6.6 GPM, H#14-12.6 GPM, F#26-24.3 GPM NOZZLES
	POINT OF CONNECTION (SECONDARY WATER) SEE PLAN FOR SIZE. TEST PSI PRESSURE. IF HIGHER THAN 85 PSI USE A PRESSURE REDUCING VALVE.
	CONTROLLER-RAINBIRD ESP-1XIVM, WITH COMMUNICATION CARTRIDGE (4G/ETHERNET), CONTRACTOR TO ADJUST LOCATION WITH OWNER PRIOR TO CONSTRUCTION. PLACE IN FIRE RISER ROOM
	RAINBIRD WR2-RC WIRELESS RAIN SHUT OFF DEVICE
	ISOLATION BALL VALVE - LINE SIZED INSTALL PER MANUFACTURER'S SPEC.
	2\" T SUPER AMIAD PLASTIC FILTER W/ BRUSHAWAY ASSEMBLY - INSTALL PER MANUFACTURER'S RECOMMENDATIONS (130 MICRON)
	MASTER VALVE
	UFS100-FLOW SENSOR-SIZE FLOW SENSOR ACCORDING TO MINIMUM GPM ZONE ON SYSTEM TO MAKE SURE THAT THE FLOW SENSOR IS CAPTURING FLOW. (USE SIZING CHARTS)
	QUICK COUPLER- RAINBIRD 44L RC INSTALL PER MANUFACTURER'S SPEC.
	SMART VALVE IVMSOL. INSTALL PER MANUFACTURER'S SPEC.
	LIGHTNING ARRESTER INSTALL PER MANUFACTURER'S SPEC. (EVERY 500 FT., OR 15 IVM DEVICES MAXIMUM)
	REMOTE CONTROL VALVE- RAINBIRD IVMSOL AUTOMATIC CONTROL VALVE (USE TAN LID IN PLANTER AREAS & GREEN LID IN GRASS AREAS) PLACE YELLOW TAGS ON ALL VALVES AND LABEL.
	DRIP CONTROL ZONE KIT- RAINBIRD XCZ100IVM- FLOW INDICATING BASKET FILTER-(PER PLAN)-PRBR-COM MED FLOW (SIZE AS NOTED ON PLAN)
	MAINLINE: SCHEDULE 40 PVC WITH SCHEDULE 80 FITTINGS, 2\"/>
	LATERAL LINE: SCHEDULE 40 PVC WITH SCH. 40 FITTINGS. PIPE SIZING: I=2\", II=1\", III=1/2\", IV=1/4\". SEE PIPE SIZING CHART BELOW FOR LARGER SIZES.
	DRIP RWS-S-B-1401 (ROOT WATERING SYSTEM PROVIDE 2 TO EACH TREE)
	DRIP LINE: RAINBIRD XTS-CV-09-18 OR EQUIVALENT
	CLASS 200 SLEEVE PER PLAN
	WIRE CHASE, SIZE TO BE TWICE THE DIAMETER OF THE WIRE BUNDLE WITHIN. 1.1/4\"/>

DRIP ZONE

TYPE	PART NUMBER	EMITTER FLOW	*PLACE NETAFIM TUBING UNDERNEATH MULCH AND FLUSH WITH TOP OF GRADE.
XFS-DRIP LINE	XFS-CV-09-18	9 GPH	
SIRUBS-DRIP LINE	RAINBIRD XTS-CV-09-18 OR EQUIVALENT		*EACH ZONE NOT TO EXCEED 20 GPM
*INSTALL POINT SOURCE EMITTERS FOR ESTABLISHMENT PERIOD. REMOVE AFTER ESTABLISHMENT PERIOD.			
TREES-DRIP LINE	RAINBIRD XFS-CV-09-18 OR EQUIVALENT		*EACH ZONE NOT TO EXCEED 20 GPM
*ONLY WATER PLANT SPECIFICALLY. DO NOT WATER ROCK AREA WITH NO PLANTS			
*SEE DETAILS FOR SIRUB AND TREE DRIP LINE CONFIGURATION			

IRRIGATION NOTES

- BEFORE WORK IS TO COMMENCE, BLUE STAKES/DIG LINE IS TO BE CALLED AND NOTIFIED. IF ANY DAMAGE TO UTILITIES HAPPEN DURING CONSTRUCTION, THE CONTRACTOR SHALL REPAIR IT AT THEIR EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS IN ACCORDANCE WITH CITY AND/OR COUNTY CODES AND COMPLY WITH SPECIFICATIONS AND DRAWINGS.
- INVESTIGATE TO MAKE SURE THAT THE IRRIGATION SYSTEM IS, IN FACT, BEING CONNECTED TO A SECONDARY SYSTEM. IF IT IS NOT CONNECTED TO SECONDARY, CONTACT THE OWNER AND LANDSCAPE ARCHITECT TO COORDINATE A CULINARY SYSTEM AND REQUIRED COMPONENTS. A FUNCTIONING AMIAD FILTER IS TO BE USED AT THE POINT OF CONNECTION.
- VERIFY THAT THE POINT OF CONNECTION IS IN THE CORRECT LOCATION BEFORE INSTALLATION. ALL CONNECTIONS ON THIS PROJECT ARE TO SECONDARY WATER AND SHOULD BE NOTED AS SUCH. THEREFORE, ALL PARTS MUST MEET WATER STANDARDS THAT PERTAIN TO SECONDARY WATER USE. PURPLE VALVE BOXES FOR SECONDARY WATER SYSTEMS.
- ON OCCASION AND FOR GRAPHIC PURPOSES ONLY, THE IRRIGATION SYSTEM MIGHT BE SHOWN IN HARDSCAPE AREAS. THIS IRRIGATION IS TO BE PLACED IN LANDSCAPED AREAS ON THE PROPERTY SITE.
- CONTRACTOR SHALL USE ONLY COMMERCIAL GRADE IRRIGATION PRODUCTS. THIS INCLUDES PIPE TO BE SCHEDULE 40 PVC OR BETTER. NO POLY PIPE IS TO BE USED. FITTINGS UP TO 1-1/2\"/>
- MAIN LINES SHALL BE A MINIMUM OF 24\"/>
- NO IRRIGATION MAIN LINE MAY BE LOCATED WITHIN 5 FEET OF ANY STRUCTURE.
- TO AVOID PIPE DAMAGE, ADJUST LOCATION OF PIPE TO NOT BE DIRECTLY UNDER PLANT MATERIALS. VALVE BOXES ARE PREFERRED TO BE IN PLANTER BEDS INSTEAD OF THE LAWN. SYSTEM IS TO BE WINTERIZED IN THE LATE FALL.
- PLAN INDICATES 100% OR BETTER HEAD TO HEAD COVERAGE. SHOULD CONTRACTOR FIND DISCREPANCIES DUE TO NECESSARY FIELD ADJUSTMENTS, CONTACT LANDSCAPE ARCHITECT FOR IRRIGATION CORRECTION.
- DRIP IRRIGATION TO BE INSTALLED PER DETAILS. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS. TUBING SHOULD REST TOWARD OUTER EDGE OF ROOTBALL AND NOT AGAINST TRUNK OF PLANT.
- A QUICK COUPLER SHALL BE INSTALLED AT POINT OF CONNECTION TO ALLOW BLOW OUT OF SYSTEM BY AIR COMPRESSOR AT END OF EACH SEASON.
- INSTALL SLEEVES FOR ALL PIPES AND WIRE CONDUIT THAT ARE PLACED UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE BEING PLACED INTERNALLY. WIRE CONDUIT SHALL BE INSTALLED IN CLASS 200 PIPE. AT ANY DIRECTIONAL CHANGE THAT OCCURS, A JUNCTION BOX IS TO BE PLACED.
- CONDUITS CAN NOT BE SHARED BY WATER AND ELECTRICAL LINES. ALL WIRE TO BE PUT IN PVC CONDUIT. ALL WIRE CONNECTIONS TO BE PLACED IN A VALVE BOX. ALL WIRE CONNECTIONS TO USE WATERPROOF WIRE CONNECTORS WITH AT LEAST 3\"/>
- CONTRACTOR TO INSTALL LIGHTNING ARRESTOR AND GROUNDING RODS ON SITE PER MANUFACTURER'S RECOMMENDATIONS, SEE DETAILS.
- CONTRACTOR TO SEPARATE SYSTEM (CONTROLLER, VALVES, AND DIFFERENT COLORED WIRE) FROM CITY MAINTAINED PROPERTY AND HOA/OWNER MAINTAINED PROPERTY.
- DUCT TAPE ALL SLEEVES TO PREVENT SOIL OR OTHER DEBRIS ENTERING PIPE. IDENTIFY ALL SLEEVES BY WOOD OR PVC STAKES AND SPRAY PAINT WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
- TO PREVENT EROSION AND LOW POINT DRAINAGE CONTRACTOR SHALL INSTALL CHECK VALVES
- LOCATE SPRAY HEADS NO CLOSER THAN 6\"/>
- PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING. CONTACT LANDSCAPE ARCHITECT/OWNER AT THIS TIME FOR COMPLIANCE.
- CONTRACTOR TO CONSULT WITH OWNER ON EXACT LOCATION OF CONTROLLER. CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR AND OWNER FOR THE POWER SUPPLY. INSTALL ALL PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH THE CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
- LATERAL LINES SHALL BE NO SMALLER THAN 3/4\"/>

VALVE ID TAG	
A1	CONTROLLER NUMBER.
1018	VALVE NUMBER
55	GALLONS PER MINUTE
NOTE: VALVE ID TAGS ARE LOCATED NEAR VALVES IN THE ORDER THE VALVES APPEAR ON THE DRAWING	

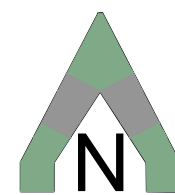
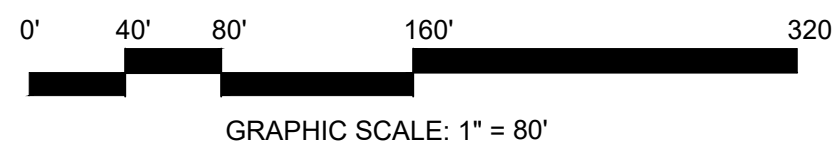
ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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IRRIGATION OVERALL PLAN
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IR-100

IRRIGATION PLAN SPECIFICATIONS

IRRIGATION SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SYSTEM DESCRIPTION

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

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

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

1.3 DEFINITIONS

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

B.Point of Connection: Location where the line to the water supply. May require filter, saddle, nipples, spools, isolation valves or Stop and Waste valve for landscape irrigation needs and use.

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

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

1.4 REFERENCES

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

- a. ASTM-American Society for Testing and Materials
- b. IA - The Irrigation Association: Main BMP Document, Landscape Irrigation Scheduling and Water Management Document.

1.5 SUBMITTALS

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

B.Operation and Maintenance Manual:

- a. At least thirty (30) days prior to final inspection, the Contractor shall provide Operation and Maintenance manual to OAR, containing:
 - i. Manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system.
 - ii. Parts list for each operating element of the system
 - iii.Manufacturer printed literature on operation and maintenance of operating elements of the system.
 - iv.Section listing instructions for overall system operation and maintenance. Include directions for Spring Start-up and Winterization.
- b. Project Record Copy
 - i. Maintain at project site one copy of all project documents clearly marked "Project Record Copy". Mark any deviation in material installation on Construction drawings. Maintain and update drawing at least weekly. Project Record Copy to be available to OAR on demand.
 - ii. Completed Project As-Built Drawings

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

1.6 QUALITY ASSURANCE

A.Acceptance: Do not install work in this section prior to acceptance by OAR.

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

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

D. Workmanship and Materials:

- a. It is the intent of this specification that all material herein specified and shown on the construction documents shall be of the highest quality available and meeting the requirements specified.
 - b. All work shall be performed in accordance with the best standards of practice relating to the trade.
- E.Contractors Qualifications:
- a. Contractor shall provide document or resume including at least the following items:
 - i. That Contractor has been installing sprinklers on commercial projects for five previous consecutive years.
 - ii. Contractor is licensed to perform Landscape and Irrigation construction in the State of this Project.
 - iii.Contractor is bondable for the work to be performed.
 - iv.References of five projects of similar size and scope completed within the last five years. Three of the projects listed shall be local.
 - v. Listing of suppliers where materials will be obtained for use on this Project.
 - vi.Project site Foreman or Supervisor has at least five consecutive years of commercial irrigation installation experience.

This person shall be a current Certified Irrigation Contractor in good standing as set forth by the Irrigation Association. This person shall be on Project site at least 75% of each working day.

- vii. Evidence that Contractor currently employs workers in sufficient quantities to complete Project within time limits that are established by the Contract.
- viii. All General laborers or workers on the Project shall be previously trained and familiar with sprinkler installation and have a minimum of one-year experience. Those workers performing tasks related to PVC pipe shall have certificates designated below.

1.7 DELIVERY-STORAGE-HANDLING

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

1.8 SEQUENCING

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

1.9 WARRANTY

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

1.10 OWNER'S INSTRUCTION

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

1.11 MAINTENANCE:

- A.Furnish the following items to Owner's Representative:
 - a. Two quick coupler keys with hose swivels.
 - b. One of each type or size of quick coupler valve and remote control valve. Five percent of total quantities used of each sprinkler and sprinkler nozzle.
- B. Provide the following services:
 - a. Winterize entire irrigation system installed under this contract. Winterize by 'blow-out' method using compressed air. Compressor shall be capable of minimum of 175 CFM. This operation shall occur at the end of first growing season after need for plant irrigation but prior to freezing. Compressor shall be capable of evacuating system of all water pressure regulation devices. Compressor shall be regulated to not more than 60 PSI. Start up system the following spring after danger of freezing has passed. Contractor shall train Owner's Representative in proper start-up and winterization procedure.

PART 2 - PRODUCTS

2.1 GENERAL NOTES

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

2.2 POINT OF CONNECTION

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

2.3 CONNECTION ASSEMBLY

A.Secondary water shall be used on this Project. Install filter and RPZ as needed.

2.4 CONTROL SYSTEM

- A.Power supply to the irrigation controller shall be provided for by this Contractor.
- B.Controller shall be as specified in the drawings. Controller shall be surge protected.
 - a. Installation of wall-mount/ground pedestal timer controllers: Irrigation contractor shall be responsible for this task. Power configuration for wall-mount/ground pedestal timer controllers shall be 120 VAC unless otherwise noted.
 - b. Locate Controller(s) in general location shown on Construction drawings. Coordinate power supply and breaker allocation with electrical contractor. Contractor shall be responsible for all power connections to Controllers, whether they are wall mount or pedestal mount. Contractor shall coordinate with electrical or other Project trades as needed to facilitate installation of power to controllers.
- C.Wires connecting the remote control valves to the irrigation controller are single conductors, type PE. Wire construction shall incorporate a solid copper conductor and polyethylene (PE) insulation with a minimum thickness of 0.045 inches. The wires shall be UL listed for direct burial in irrigation systems and be rated at a minimum of 30 VAC. Paige Electric Co., LP specification number P7079D.
 - a. A minimum of 24" of additional wire shall be left at each valve, each splice box and at each controller.
 - b. Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare/extra wire (3 ft.) shall be looped within each valve box of the grouping it is to service.
- D. RCV wire splicing connectors shall be 3M brand DBY or DBR. Wire splicing between controller and valves shall be avoided if at all possible. Any wire splices shall be contained within a valve box. Splices within a valve box that contains no control valves shall be stamped "WIRE SPLICE" or "WS" on box lid.

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

- a. A minimum of 24" of additional wire shall be left at each valve, each splice box and at each controller.
- b. Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare/extra wire (3 ft.) shall be looped within each valve box of the grouping it is to service.

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

2.5 SLEEVING

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

2.6 MAIN LINE PIPE

- A.All main line pipe 4" and larger shall be Class 200 gasketed bell end. All main line pipe 3" in size and smaller shall be Schedule 40 PVC solvent weld bell end.
 - a. Maximum flows allowed through main line pipe shall be:
 - 3/4" 8 GPM
 - 1" 12 GPM
 - 1-1/2" 30 GPM
 - 2" 53 GPM
 - 2-1/2" 75 GPM
 - 3" 110 GPM
 - 4" 180 GPM
 - b. Main line pipe shall be buried with 24" cover

2.7 MAIN LINE FITTINGS

A.All main line fittings 3" and larger shall be gasketed ductile iron material. All ductile iron fittings having change of

direction shall have proper concrete thrust block installed. All main line fittings smaller than 3" in size shall be Schedule 80 PVC.

2.8 ISOLATION VALVES

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

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

2.9 MANIFOLDS

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

2.10 REMOTE CONTROL VALVES

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

2.11 MANUAL CONTROL VALVES

A.Quick coupler valve shall be attached to the manifold sub-main line using a Lasco G178212 swing joint assembly with snap-lock outlet and brass stabilizer elbow. Quick coupler valve shall be placed within a Carson 10" round valve box. Top of quick coupler valve cover shall allow for complete installation of valve box lid, but also allow for insertion and operation of key. Base of quick coupler valve and top of quick coupler swing joint shall be encased in 3/4" gravel. Contractor shall not place quick coupler valves further than 200 feet apart, to allow for spot watering or supplemental irrigation of new plant material. Quick coupler valve at POC shall not be eliminated or relocated.

2.12 LATERAL LINE PIPE

A.All lateral piping shall be Schedule 40 PVC, solvent weld, and bell end. Lateral pipe shall be buried with 12-18" of cover typically. Lateral pipe shall be 3/4", 1", 1 1/4", 1 1/2" or 2" in size as indicated on Construction Drawings.

2.13 LATERAL LINE FITTINGS

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

2.14 SPRAY SPRINKLERS

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

2.15 VALVE BOXES

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

2.16 IMPORT BACKFILL

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

2.17 OTHER PRODUCTS

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

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 TRENCHING AND BACKFILLING

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

3.3 SLEEVING

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

3.4 GRADES AND DRAINAGE

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

3.5 PVC PIPE

- A.Install pipes to allow for expansion and contraction as recommended by pipe manufacturer.
- B.Install main line pipes with 18" of cover, lateral line pipes with 12" of cover.
- C.Drawings show diagrammatic or conceptual location of piping. Contractor shall install piping to minimize change of direction, avoid placement under large trees or large shrubs, avoid placement under landscape features.
- D. Plastic pipe shall be cut squarely. Burns shall be removed. Spigot ends of pipes 3" and larger shall be beveled.
- E.Pipe shall not be glued unless ambient temperature is at least 50 degrees F. Pipe shall not be glued in rainy conditions unless properly tented. All solvent weld joints shall be assembled using IPS 711 glue and P70 primer according to manufacturer's specification, no exceptions. All workers performing glue operations shall provide evidence of certification. Glued main line pipe shall cure a minimum of 24 hours prior to being energized. Lateral lines shall cure a minimum of 2 hours prior to being energized and shall not remain under constant pressure unless cured for 24 hours.

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

3.6 CONTROLLERS

- A.All grounding for pedestal controllers shall be as directed by controller manufacturer and ASIC guidelines, not to exceed a resistance reading of 5 OHMS.
- B. Locate controllers in protected, inconspicuous places, when possible. Coordinate location of pedestal controllers with Landscape Architect to minimize visibility.
- C.Coordinate location of wall mount controllers with building or electrical Contractor to facilitate electrical service and future maintenance needs. Wall mount shall be securely fastened to surface. If exterior mounted, wall mount controllers shall have electrical service wire and field control wire in separate, appropriate sized weatherproof electrical conduit, PVC pipe shall not be used.

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

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

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

G. Electrical contractor is in charge of providing 15" conduit from controller to outside landscape area. Provide power and room for controller. Provide ethernet to hardware power into the controller.

3.7 VALVES

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

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

C.Valve box and lid shall be set to be flush with finished grade. Only one remote control valve may be installed in a valve box. Place a minimum of 4" of 3/4" washed gravel beneath valve box for drainage. Bottom of remote control valve shall be a minimum of 2" above gravel.

3.8 SPRINKLER HEADS

- A.No sprinkler shall be located closer than 6" to walls, fences, or buildings.
- B.Heads adjacent to walks, curbs, or paths shall be located at grade and 2" away from hardscape.
- C.Control valves shall be opened. Then fully flush lateral line pipe and swing joints prior to installation of sprinklers.
- D. Spray heads shall be installed and flushed again prior to installation of nozzles.
- E.Contractor shall be responsible for adjustment if necessary due to grade changes during landscape construction.

3.9 FIELD QUALITY CONTROL

- A.Main line pipes shall not be backfilled or accepted until the system has been tested for 2 hours at 100 psi.
- B.Main line pressure test shall include all pipe and components from the point of connection to the upstream side of remote control valves. Test shall include all manifold components under constant pressure. Piping may be tested in sections that can be isolated.
- C.Contractor shall provide pressurized water pump to increase or boost pressure where existing static pressure is less than 100 psi.
- D. Schedule testing with OAR 48 hours in advance for approval.
- E.Leaks or defects shall promptly be repaired or rectified at the Contractors expense and retested until able to pass testing.
- F. Grounding resistance at pedestal controller shall also be tested and shall not exceed 5 OHMS.

3.10 ADJUSTMENT

- A.Sprinkler heads shall be adjusted to proper height when installed. Changes in grade or adjustment of head height after installation shall be considered a part of the original contract and at Contractor's expense.
- B.Adjust all sprinkler heads for arc, radius, proper trim and distribution to cover all landscaped areas that are to be irrigated.
- C.Adjust sprinklers so they do not water buildings, structures, or other hardscape features.
- D. Adjust run times of station to meet needs of plant material the station services.

3.11 CLEANING

- A.Contractor shall be responsible for cleanliness of jobsite. Work areas shall be swept cleanly and picked up daily.
 - B.Open trenches or hazards shall be protected with yellow caution tape.
 - C.Contractor is responsible for removal and disposal of offsite trash and debris generated as a result of this Project.
 - D. OAR shall perform periodic as well as a final cleanliness inspection.
 - E.Contractor shall leave Project in at least a 'broom clean' condition.
- END OF SECTION

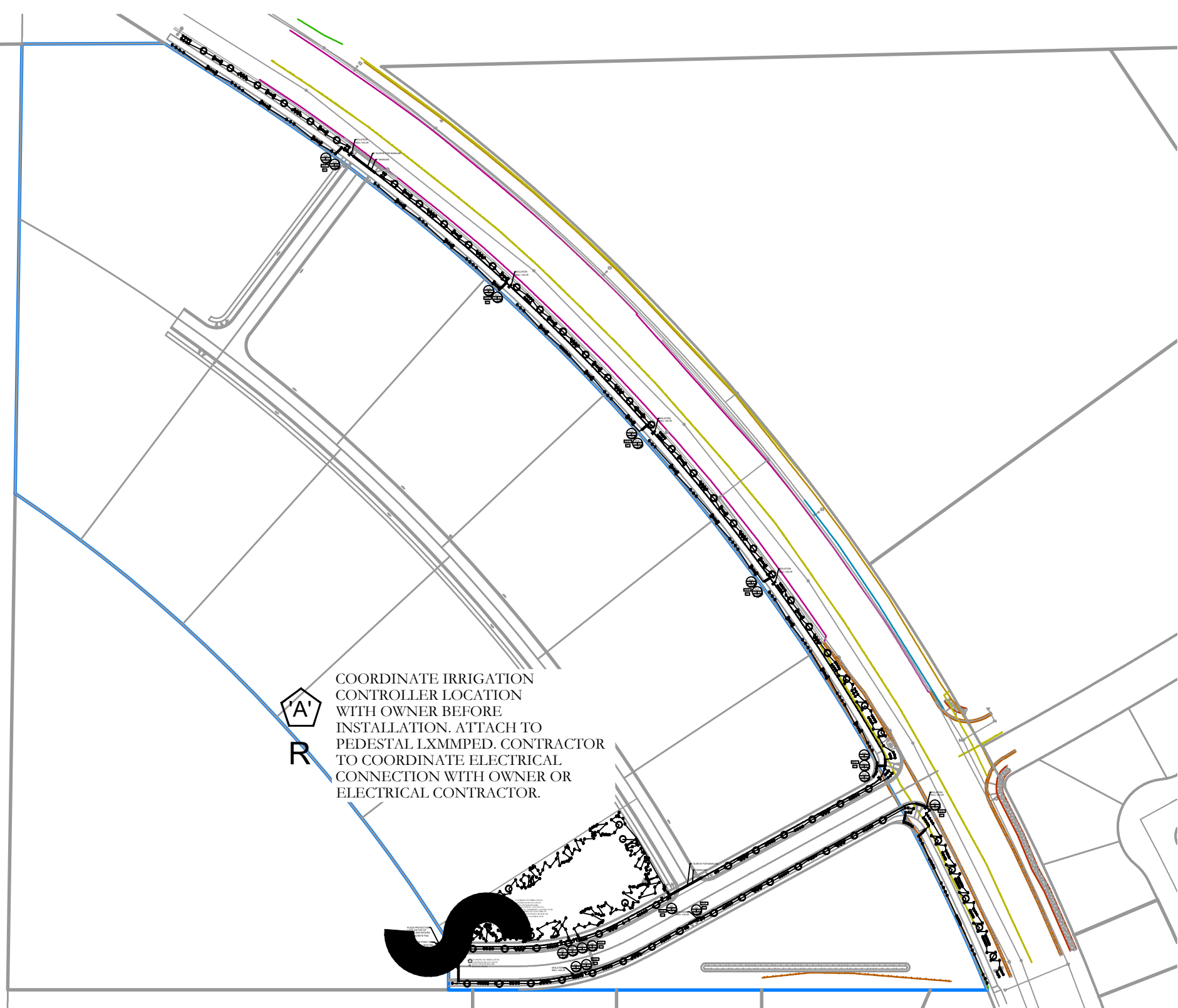
90 Day Establishment Period Irrigation Schedule (April, May, June)									
Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure	
Turf	15 min	15 min	15 min	15 min	15 min	15 min	15 min	30 psi	
Shrubs	25 min	0	25 min	0	25 min	0	25 min	40 psi	

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

Regular Irrigation Schedule (see Seasonal Differential Chart)									
Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure	
Turf	15 min	15 min	15 min	15 min	15 min	15 min	15 min	30 psi	
Shrubs	45 min		45 min		45 min		45 min	40 psi	

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

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



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

ISSUE DATE

9/14/2023

PROJECT NUMBER

UT23140

PLAN INFORMATION

811

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

0'

75'

150'

300'

600'

GRAPHIC SCALE: 1" = 150'

PROJECT INFORMATION

BRYLEE NORTH

4750 EAGLE MOUNTAIN BLVD.

EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

FIELDSTONE HOMES

ATT: RANDY SMITH

801-441-8190

RANDYS@FIELDSTONEHOMES.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ

DESIGN GROUP

Landscape Architecture • Planning • Visualization

LICENSE STAMP

8/28/21-5/30/24

9/14/2023

STATE OF UTAH

DRAWING INFO

PM: JTA

DRAWN: ACP

CHECKED: JMA

PLOT DATE: 9/14/2023

IRRIGATION COVER

CITY PERMIT SET

IR-101

NO.

REVISION

DATE

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XX-XX-XX

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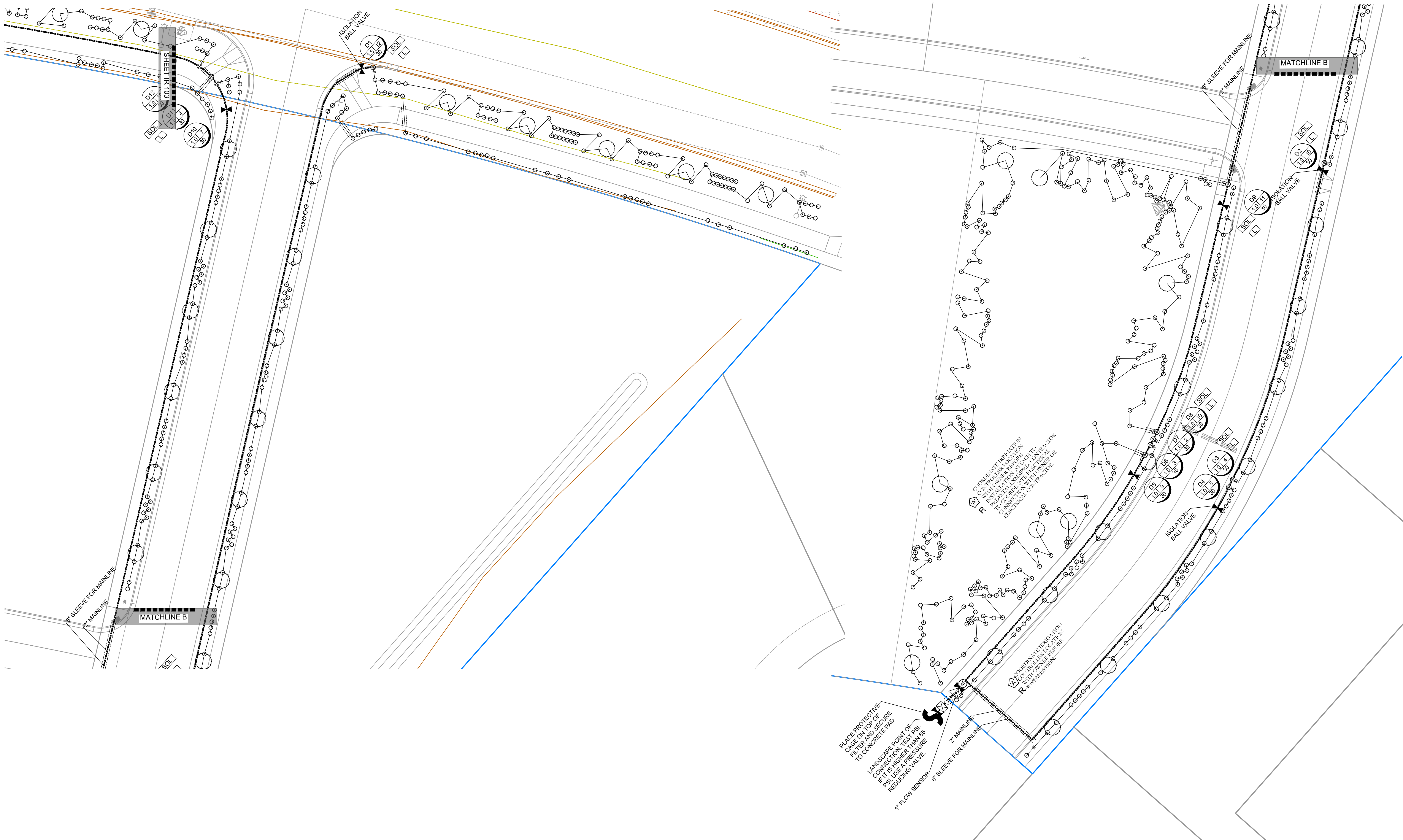
DESIGN GROUP

Landscape Architecture • Planning • Visualization

3450 N. TRIUMPH BLVD. SUITE 102

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www.pkjdesigngroup.com



ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
9/14/2023		UT23140			FIELDSTONE HOMES ATT: RANDY SMITH 801-441-8190 RANDYS@FIELDSTONEHOMES.COM	PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 9/14/2023
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1	XXXX	XX-XX-XX						
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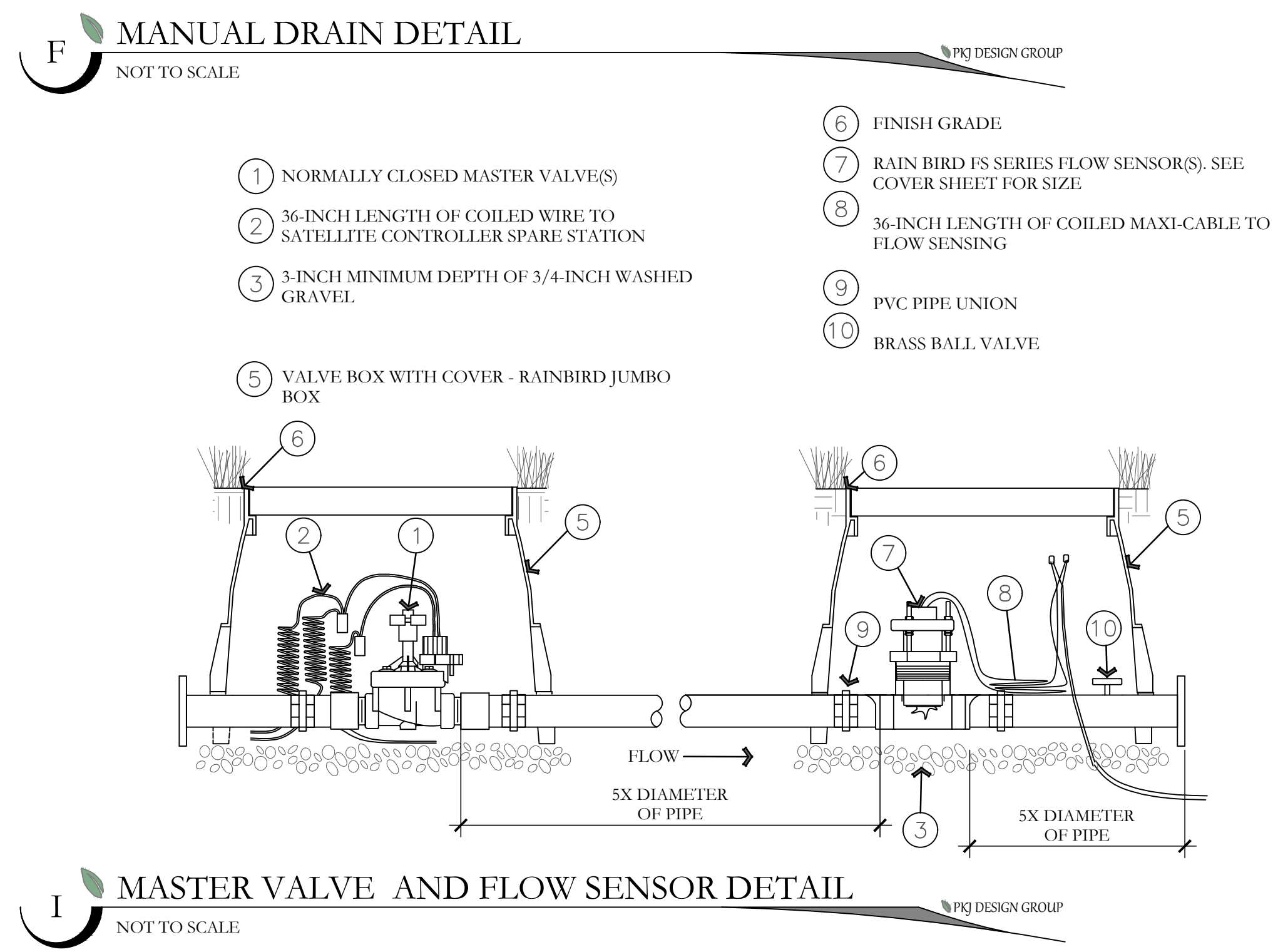
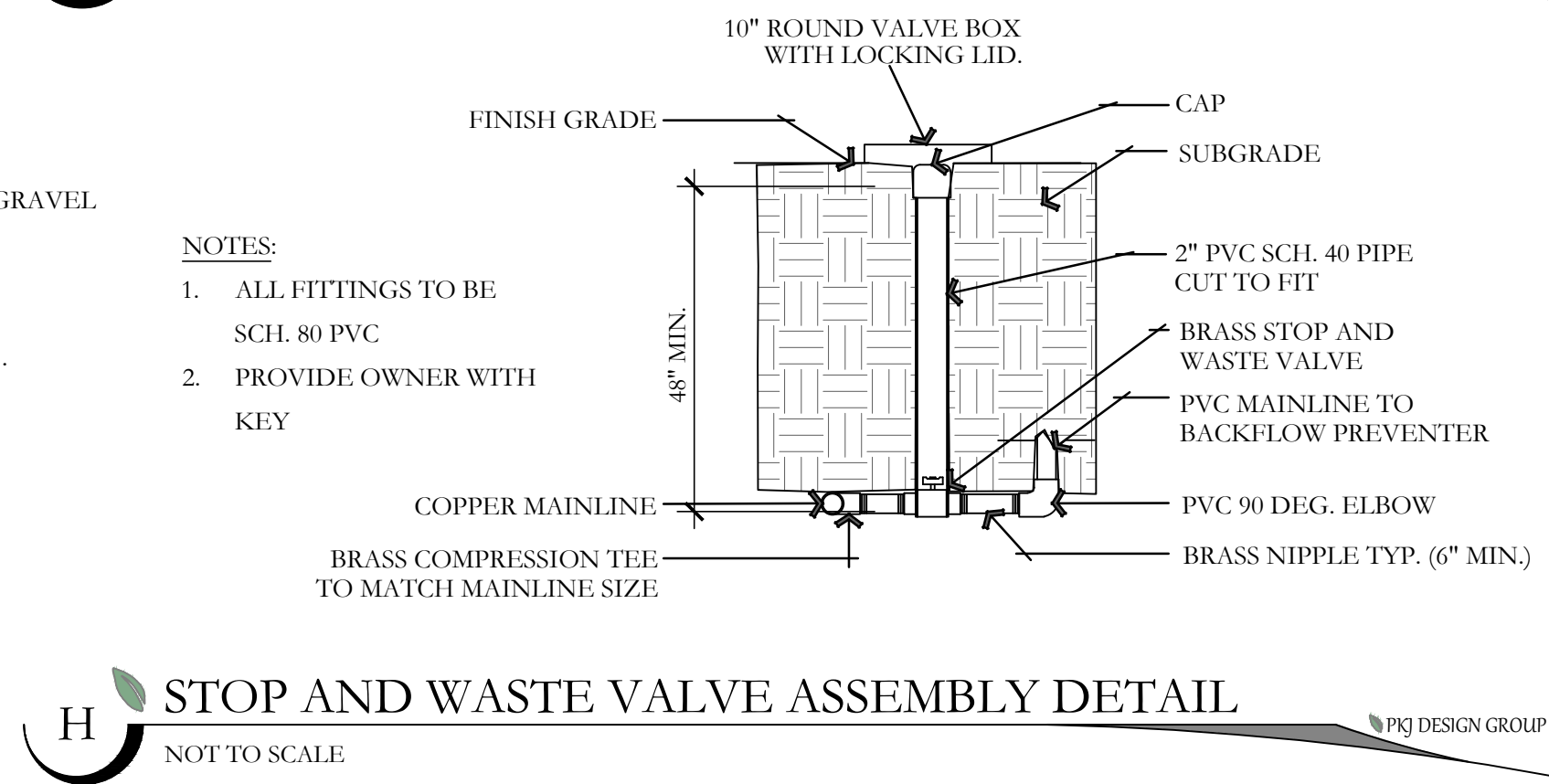
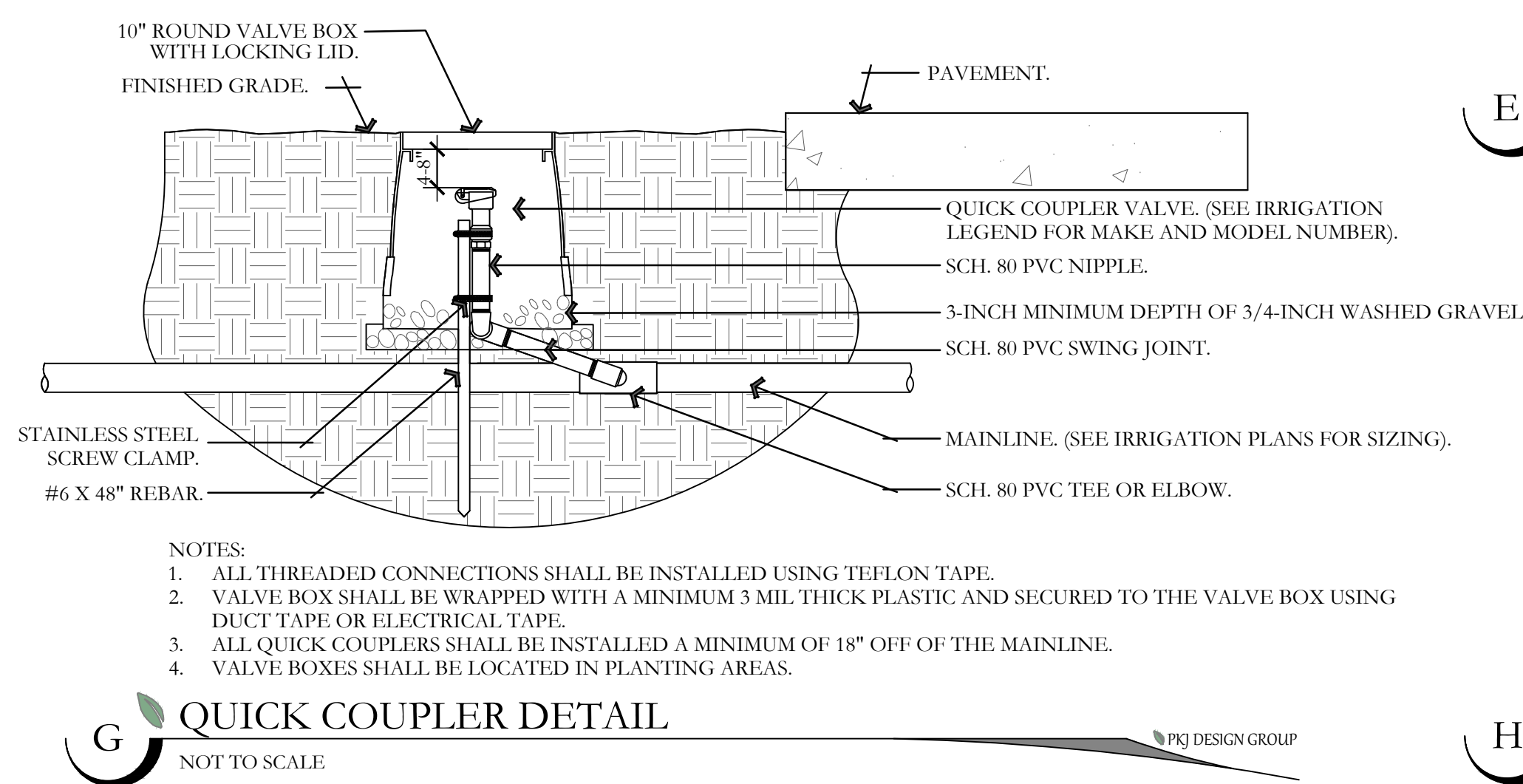
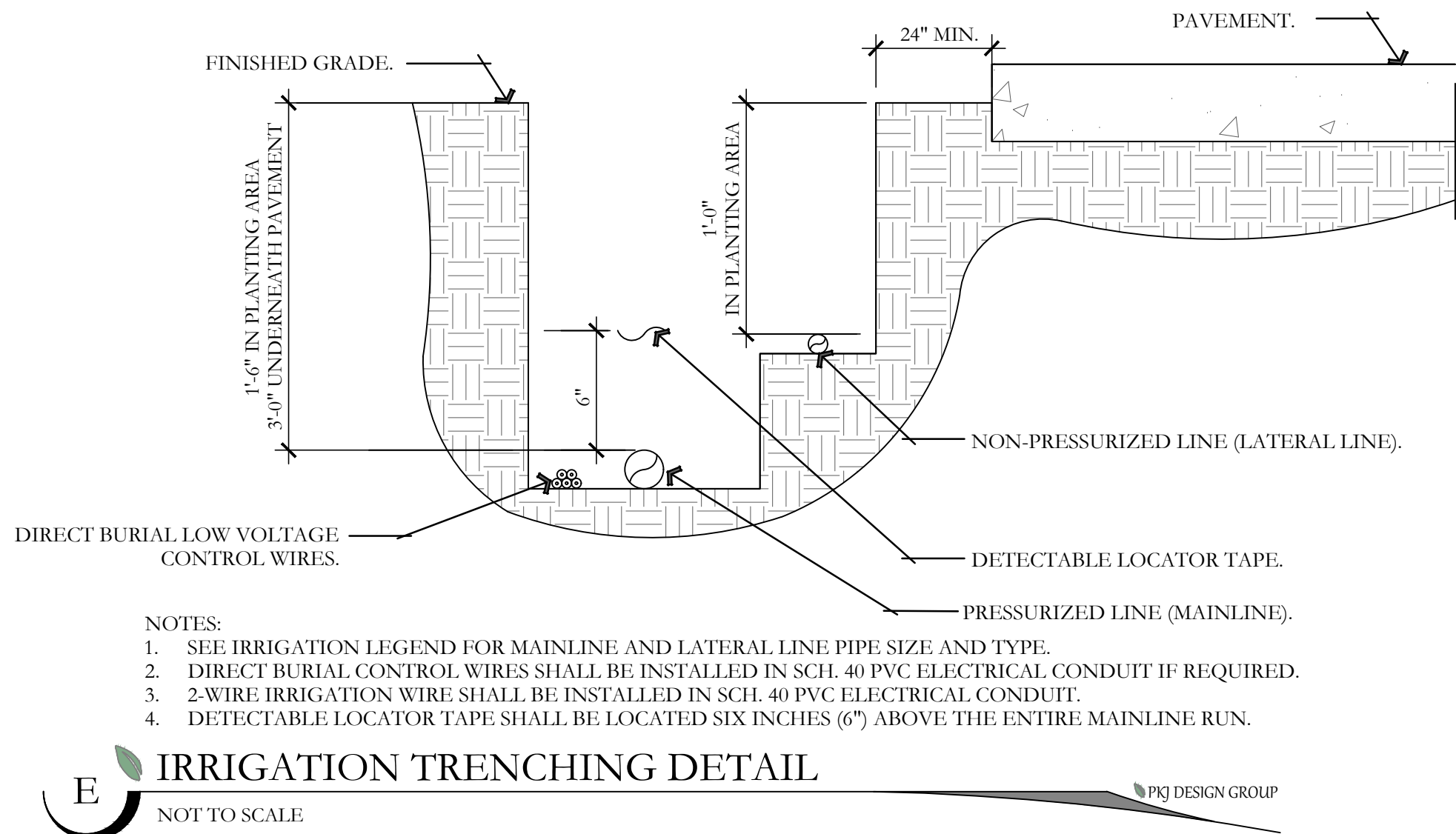
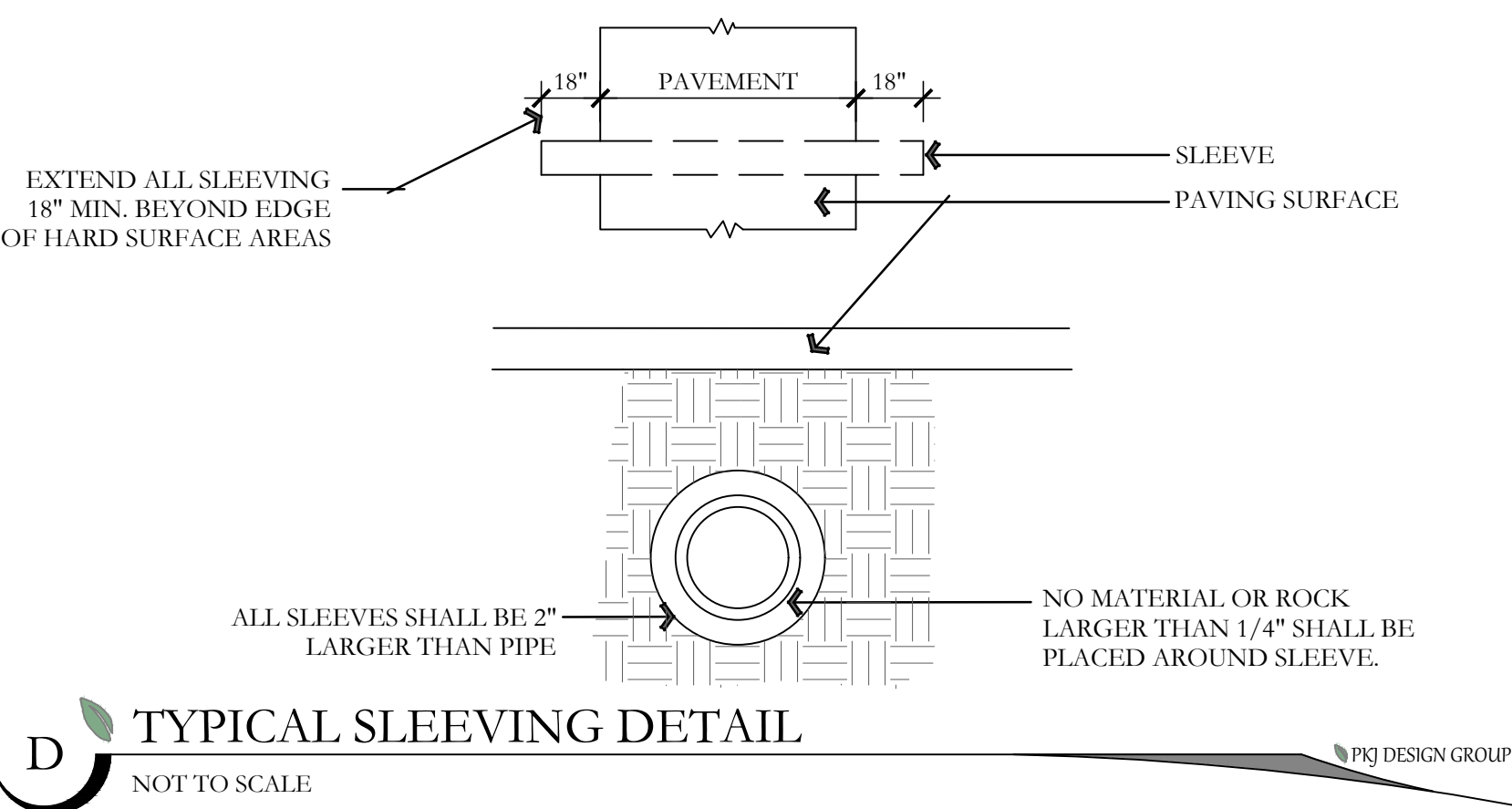
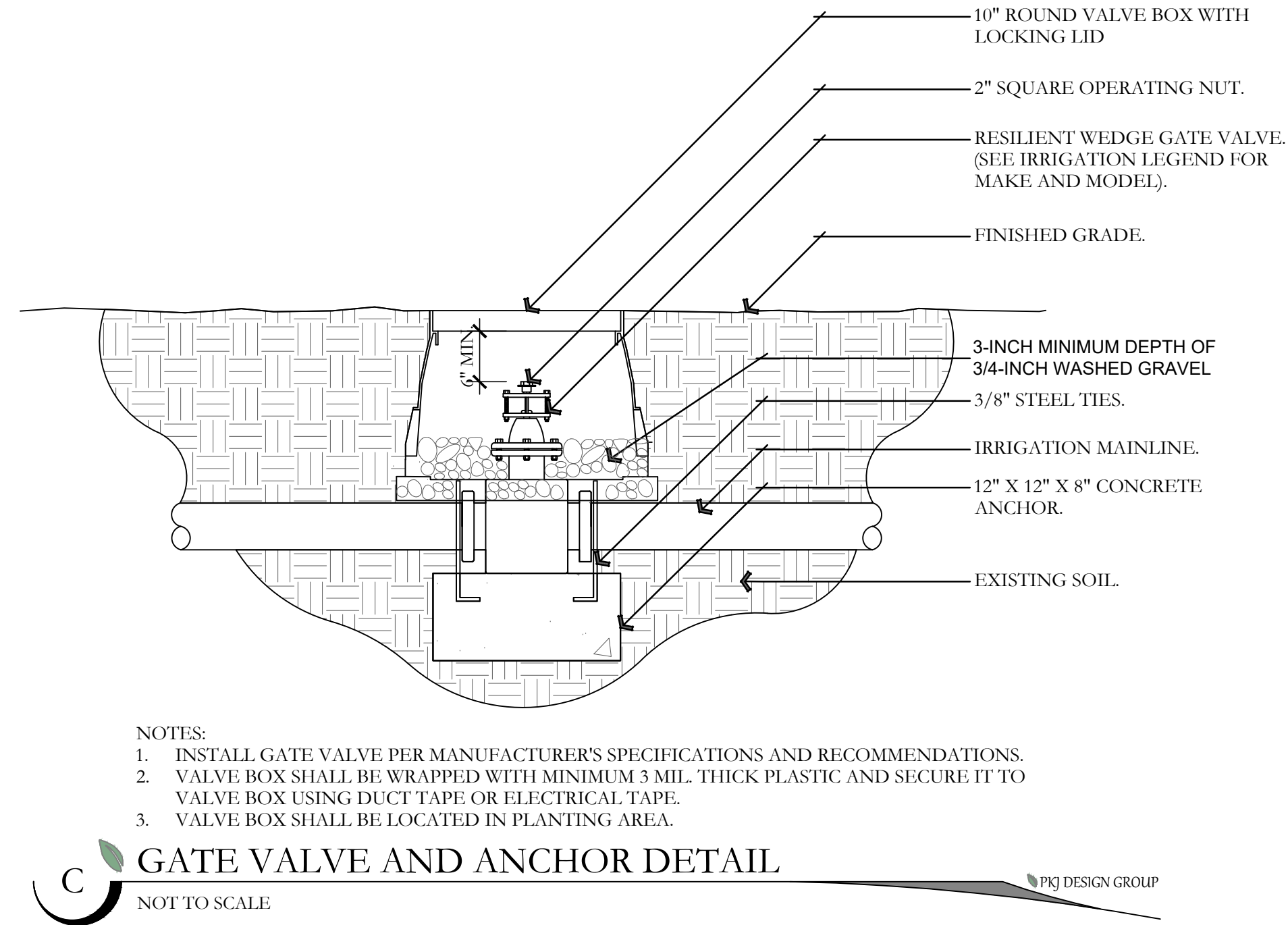
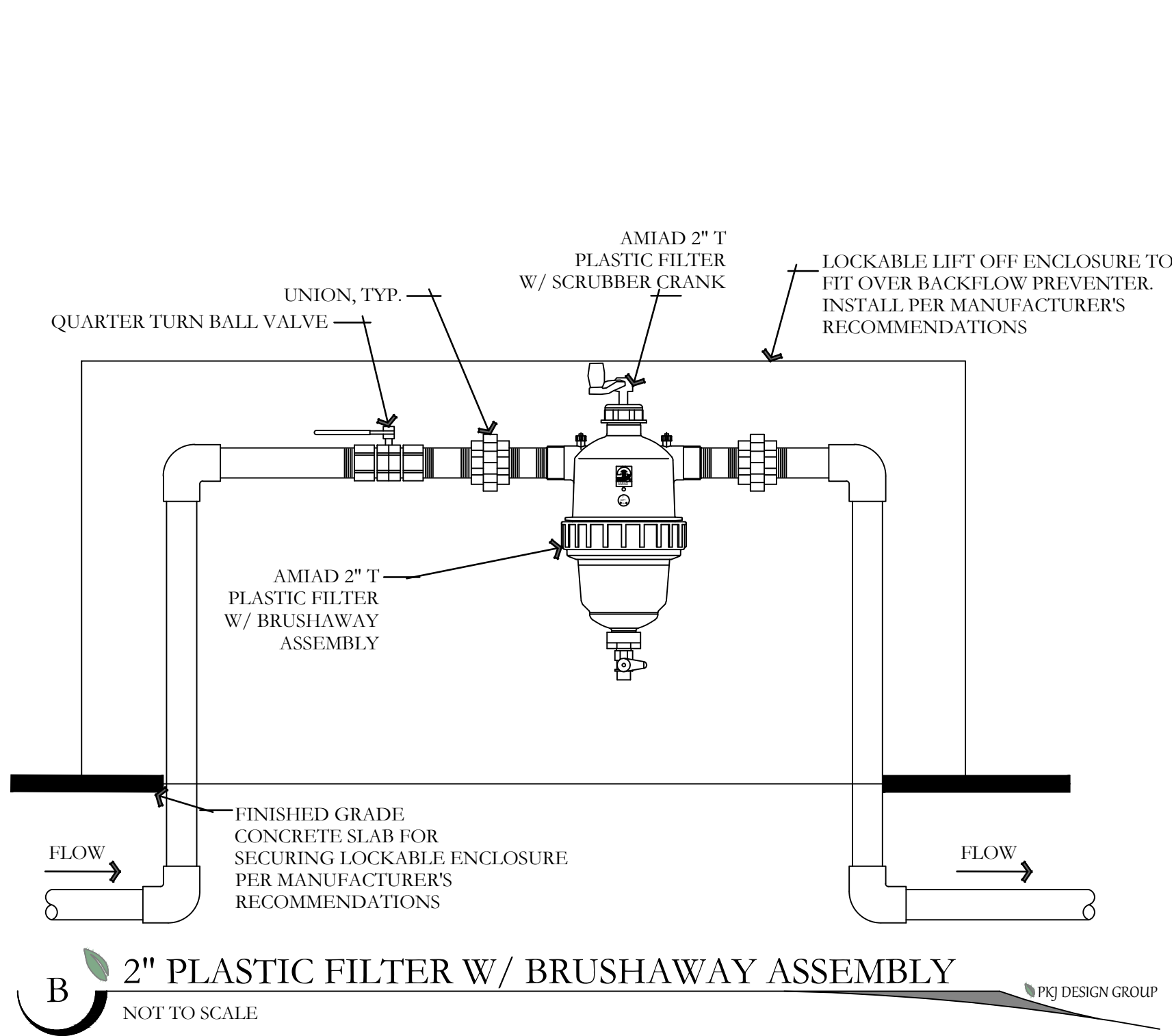
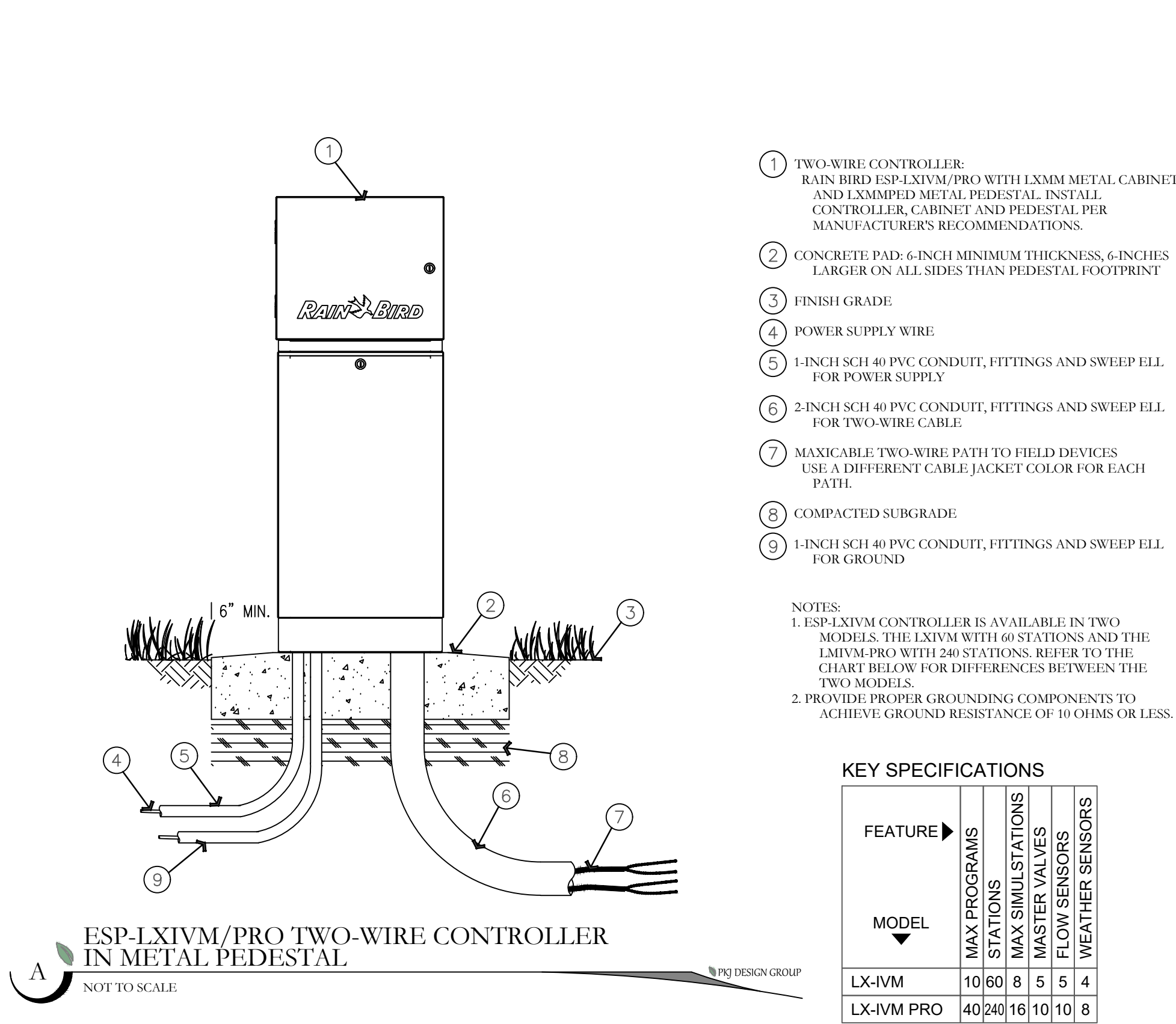
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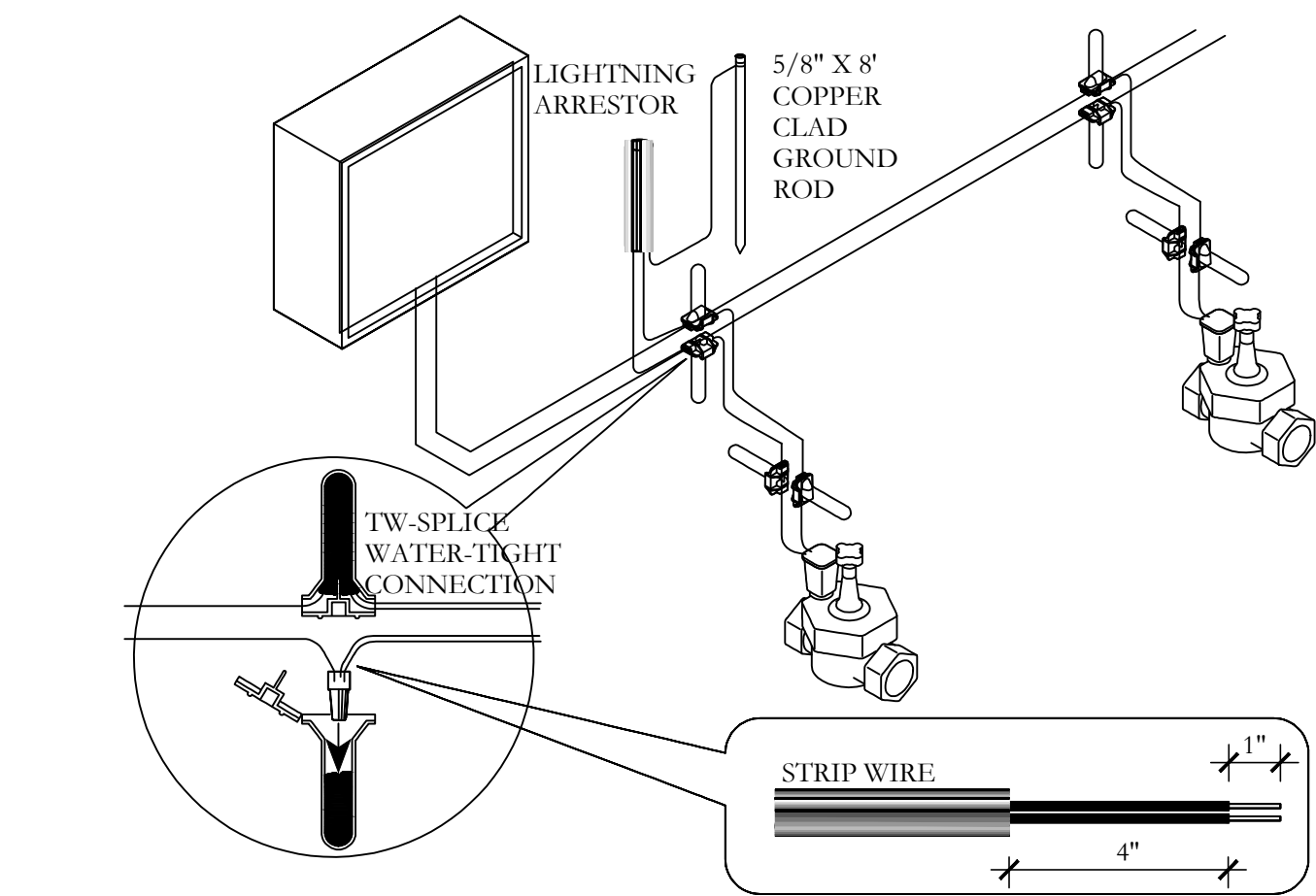
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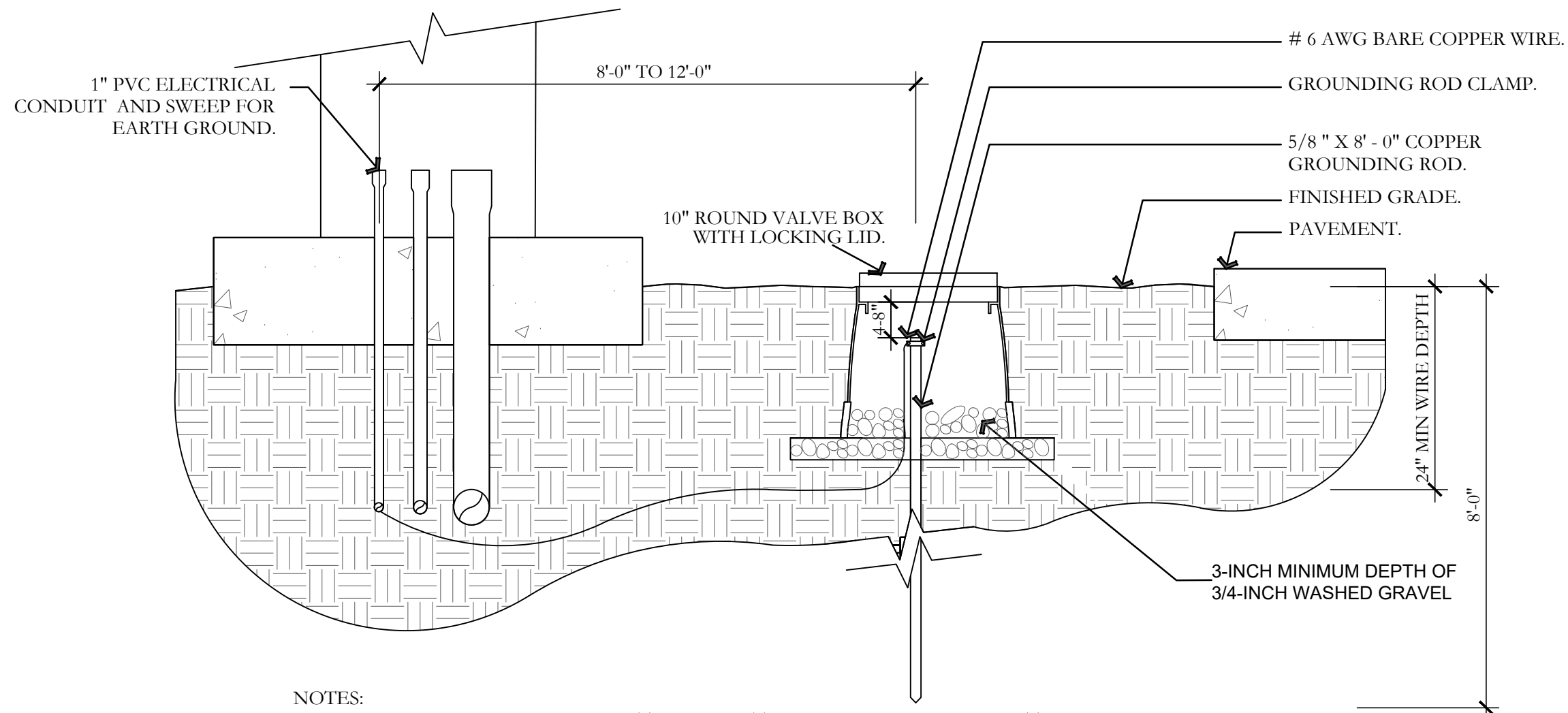
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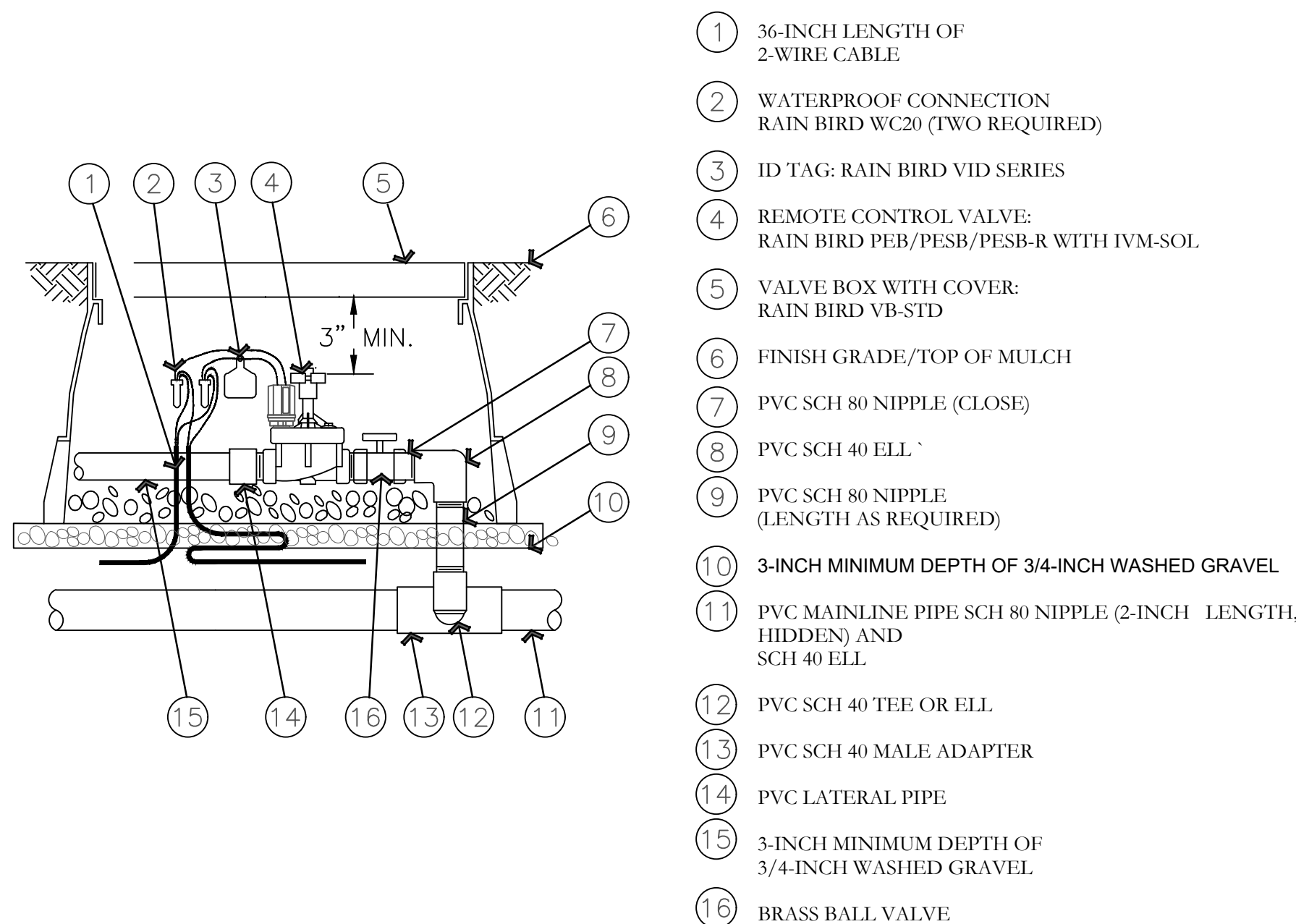




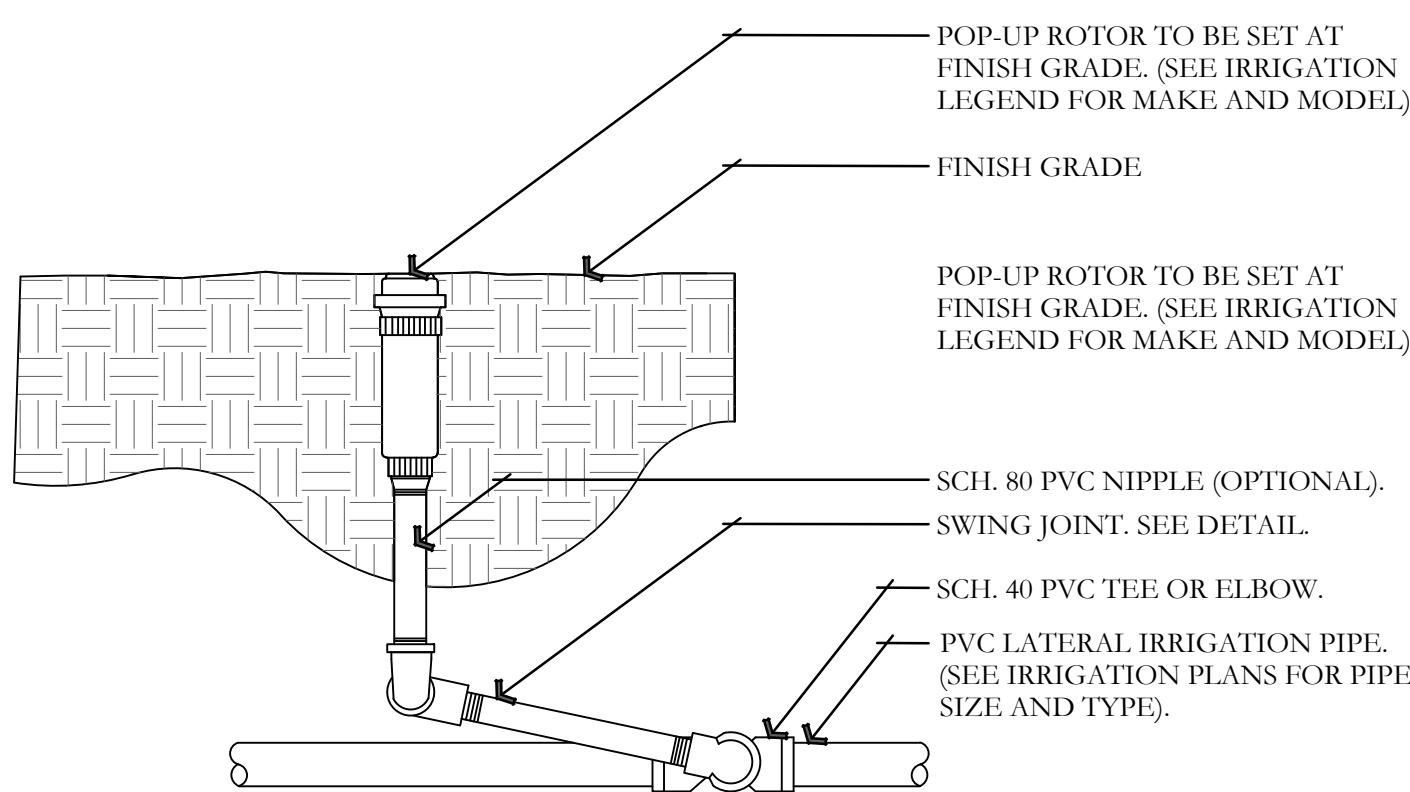
J 2-WIRE CONNECTION DETAIL
NOT TO SCALE



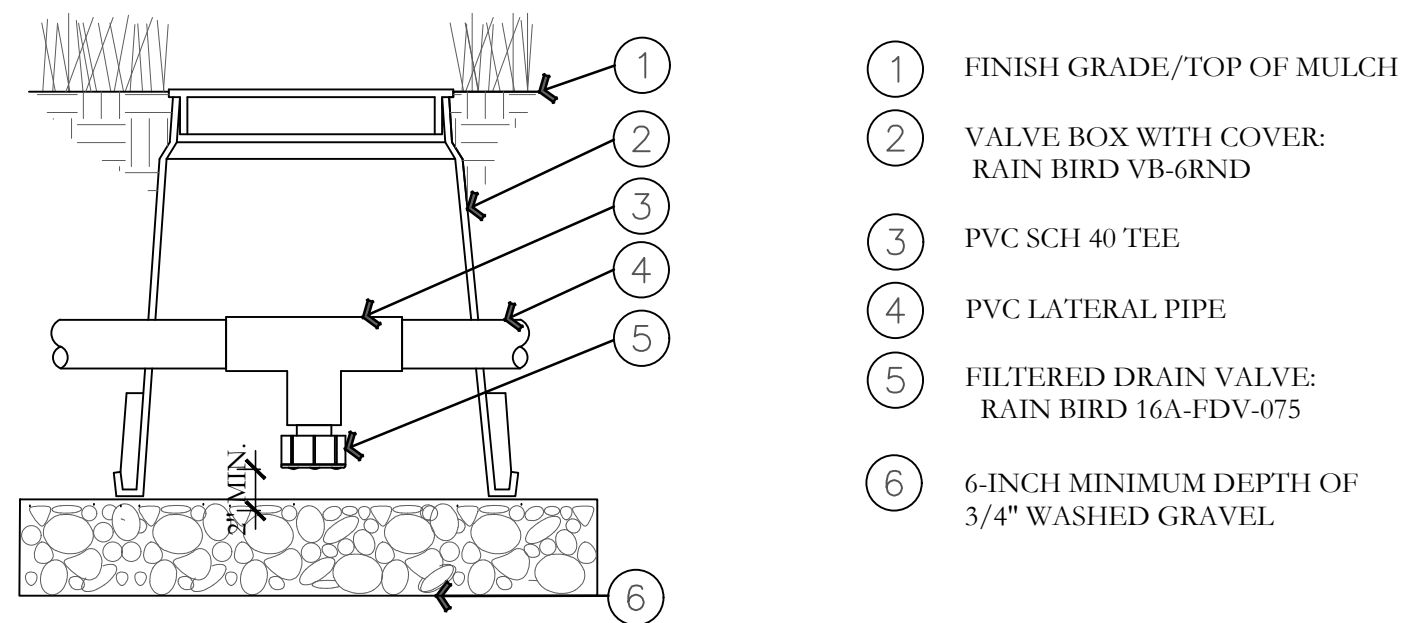
K GROUNDING ROD DETAIL
NOT TO SCALE



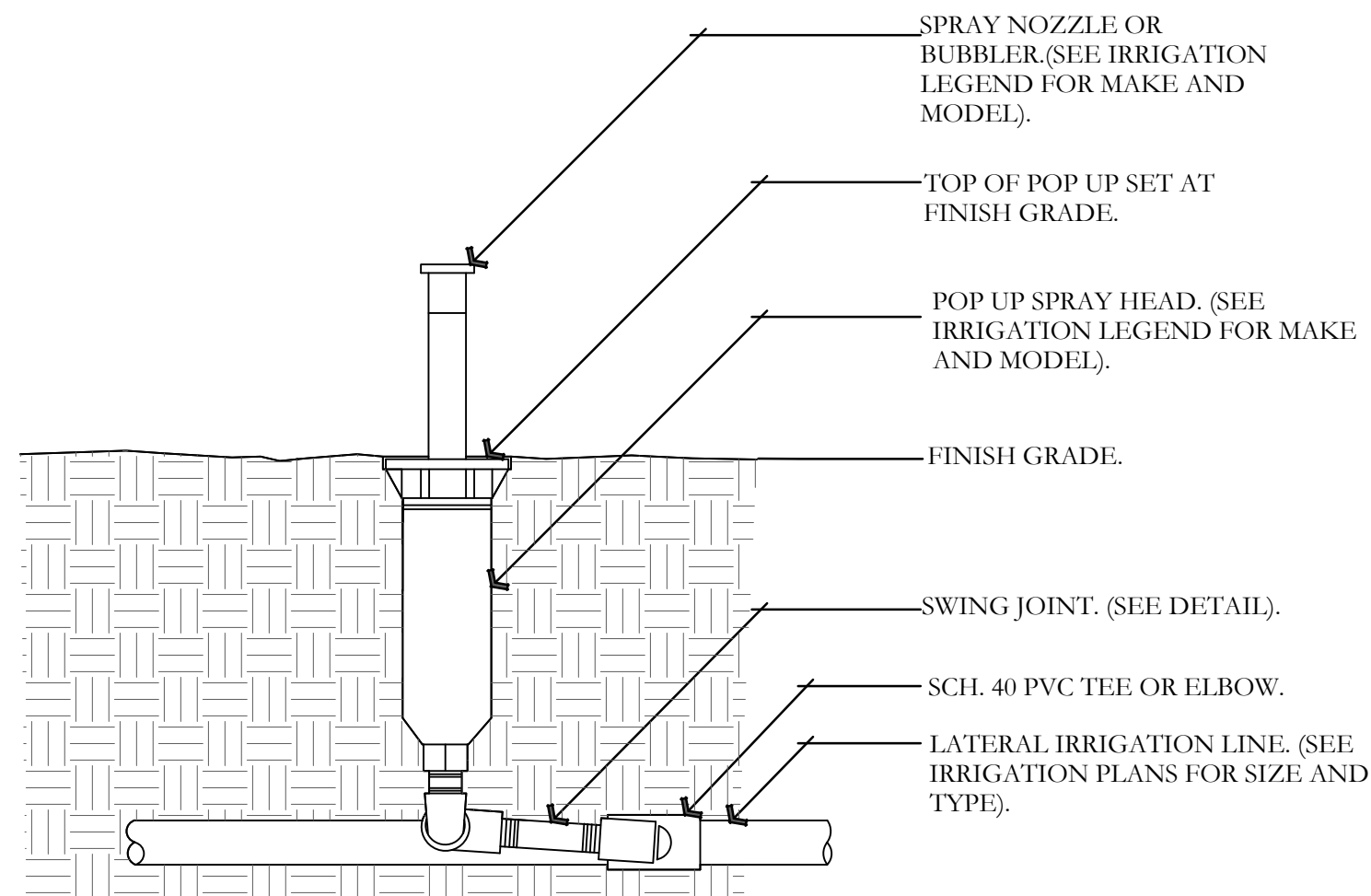
M ELECTRIC REMOTE-CONTROL VALVE
PEB OR PESB SERIES WITH IVM-SOL
NOT TO SCALE



N ROTOR HEAD DETAIL
NOT TO SCALE



L MANUAL LINE DRAIN VALVE DETAIL
NOT TO SCALE



O POP UP-SPRAY HEAD DETAIL
NOT TO SCALE

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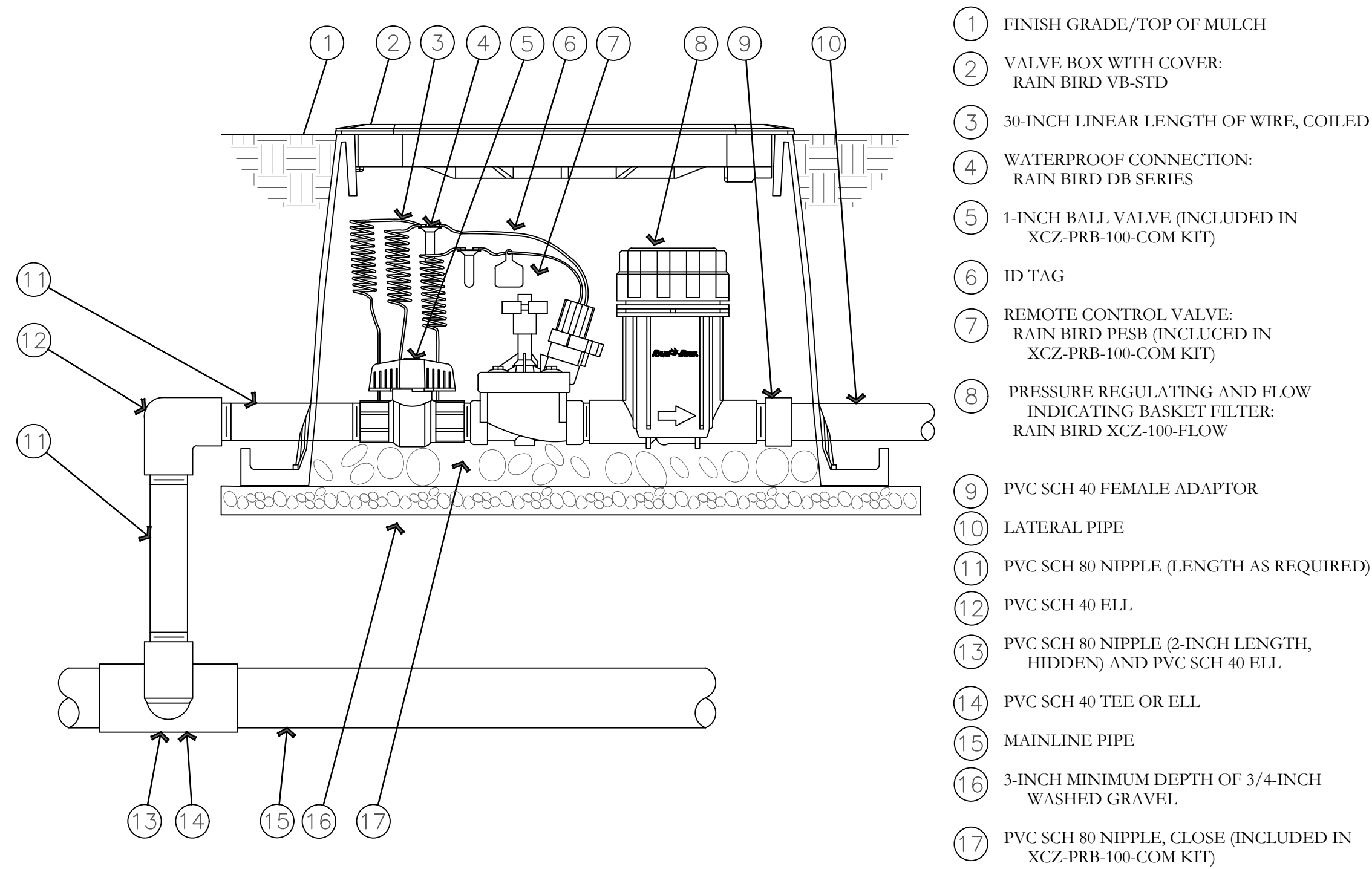
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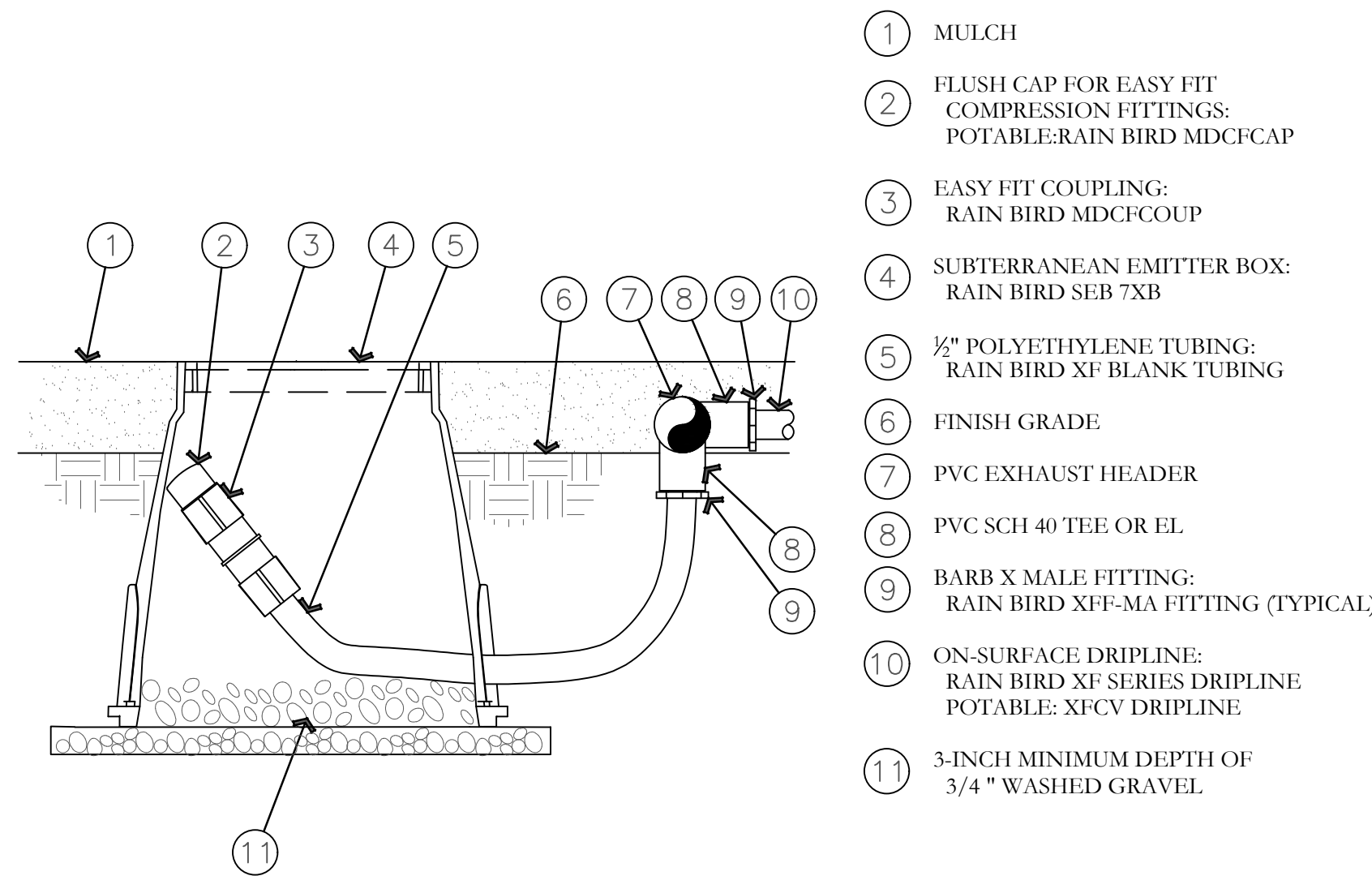
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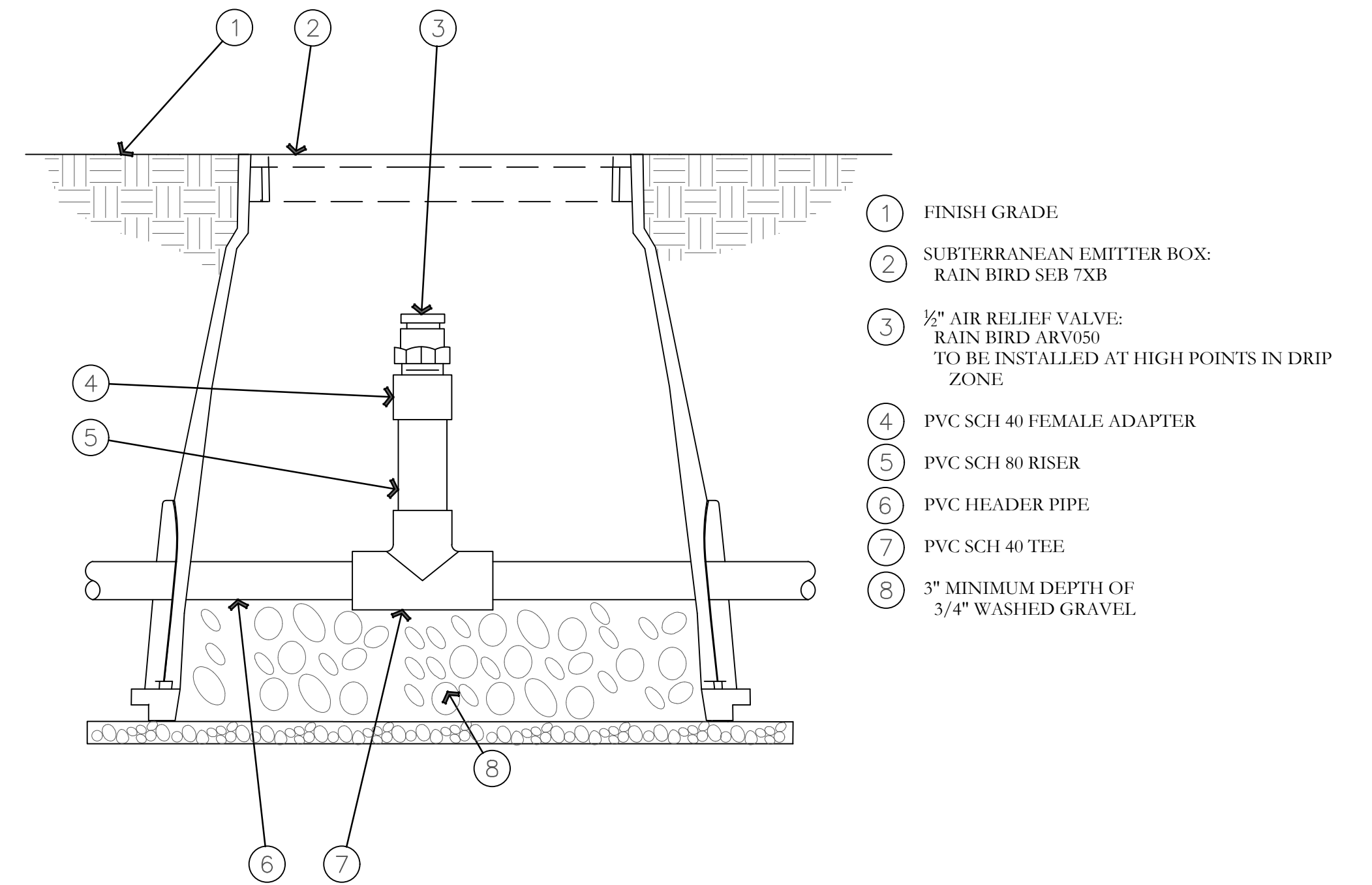


DRIP CONTROL ZONE KIT DETAIL
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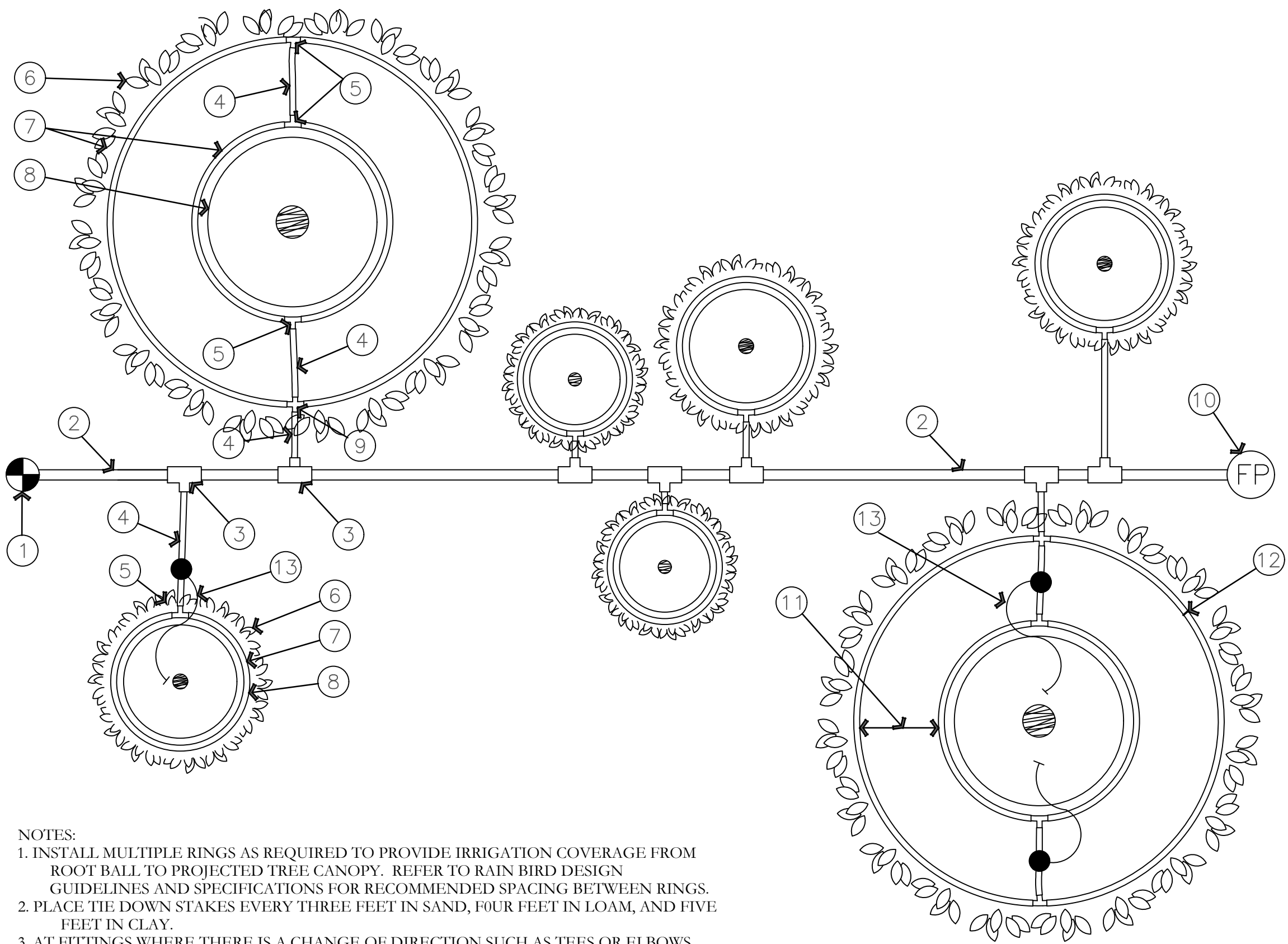


NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

ON-SURFACE DRIPLINE FLUSH POINT DETAIL
NOT TO SCALE



AIR RELIEF VALVE DETAIL
NOT TO SCALE



NOTES:
1. INSTALL MULTIPLE RINGS AS REQUIRED TO PROVIDE IRRIGATION COVERAGE FROM ROOT BALL TO PROJECTED TREE CANOPY. REFER TO RAIN BIRD DESIGN GUIDELINES AND SPECIFICATIONS FOR RECOMMENDED SPACING BETWEEN RINGS.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

ON-SURFACE DRIPLINE TREE/SHRUB DETAIL
NOT TO SCALE

- RAIN BIRD CONTROL ZONE KIT (SIZED TO ACCOMMODATE LATERAL FLOW DEMAND)
- PVC DRIP LATERAL PIPE
- PVC SCH 40 TEE OR EL (TYPICAL)
- 1/2" POLYETHYLENE TUBING: RAIN BIRD XF SERIES- S FOR COPPER SHEILD (TYPICAL)
- BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
- PROJECTED CANOPY LINE OF TREE OR SHRUB (TYPICAL)
- ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV SERIES PLACE AS SHOWN (LENGTH AS REQUIRED, TYPICAL)
- ROOT BALL (TYPICAL)
- BARB X BARB INSERT CROSS: RAIN BIRD XFD-CROSS (TYPICAL)
- DRIPLINE FLUSH POINT (SEE RAIN BIRD DETAIL: "XFCV DRIPLINE FLUSH POINT WITH BALL VALVE")
- SPACING PER SPECIFICATION
- TIE DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (QUANTITY AS REQUIRED, SEE NOTES 2-3 BELOW)
- POINT SOURCE EMITTERS FOR ESTABLISHMENT PERIOD. REMOVE AFTER ESTABLISHMENT PERIOD.

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
9/14/2023		UT23140			FIELDSTONE HOMES ATT: RANDY SMITH 801-441-8190 RANDYS@FIELDSTONEHOMES.COM			PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 9/14/2023
NO.	REVISION	DATE						
1	XXXX	XX-XX-XX						
2								
3								
4								
5								
6								
7								

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

BRYLEE NORTH
4750 EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UTAH

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PKJ DESIGN GROUP

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PKJ DESIGN GROUP
Landscape Architecture • Planning & Visualization

3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

IRRIGATION DETAILS
CITY PERMIT SET

IR-503

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING NOVEMBER 7, 2023		
TITLE:	PUBLIC HEARING/MOTION - Cedar Pass Ranch Plat F Amended Lot 85		
ITEM TYPE:	Recorded Plat Amendment		
FISCAL IMPACT:			
APPLICANT:	Rebecca and Christopher Jewkes, Danielle Peterson representing		
GENERAL PLAN DESIGNATION Agricultural/Residential Density 1	CURRENT ZONE Agriculture or Residential	ACREAGE 5.25	COMMUNITY Cedar Pass Ranch

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs - Senior Planner

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance for the Amendment of Cedar Pass Ranch Plat F.

BACKGROUND:

Applicants began constructing a house earlier this year. It was discovered after commencement that the house was placed too close to the street. No disagreement on the setback requirement exists, the building was simply, accidentally started too close to the front property line. As use of a 35' setback as proposed (versus 50' as required by the plat) cannot be sanctioned through a Variance process in the case of the Applicant's situation, a plat amendment application was submitted for review and approval on October 10, 2023.

ITEMS FOR CONSIDERATION:

Cedar Pass Ranch was originally approved in Utah County. During its entitlement, a 50' circuitous building setback was imposed and memorialized by the plat [see original plat note # 3]. While interest in being allowed to use lesser setbacks for primary and accessory structures has been expressed by a few Cedar Pass Ranch residents, no formal allowance to enjoy such has been approved by the City which now controls development in the subdivision post annexation. Most lots in the whole of Cedar Pass Ranch are built-out and presumably positioned so as to be compliant with the plat's required setbacks.

Placement of the Applicants' house made the subject of this report was approved based on plan depiction of a [correctly shown] 50' front setback. The site plan, however, ideally would have included a detail indicating where the front property line is relative to the paved street. Absent that detail, actual siting of the home on the Applicants' property was done in error. The house foundation and exterior shell framing are now in (set some 35' back from the front property line), but construction has been delayed pending outcome of the proposed plat amendment. There appears to not be any real topographical hardship that would hinder having the building [moved] back another 15' from the front property line.

There are no formal criteria found in the plat amendment section of City code (EMMC 16.55); accordingly, the City may freely approve, approve with conditions or deny the Applicants' petition.

Consideration to the unique circumstance of the situation associated with this application and also the harmonious placement of other structures in the balance of the subdivision must be weighed against each other in considering whether to recommend approval or not of the requested setback relief. Staff does not consider any ultimate decision to approve the amendment as establishing any legal precedent to the allow the same for another property in Cedar Pass Ranch. Any claim to precedence can only be construed to be one that would be psychological in nature.

REQUIRED FINDINGS:

n/a

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning and Zoning Commission, during their regularly scheduled public meeting of October 10, 2023, voted to advance a recommendation to the City Council that the plat modification be approved.

ATTACHMENTS:

[Cedar Pass Ranch Plat F Signed Petition](#)

[Cedar Pass Ranch Plat F Aerial View](#)

Cedar Pass Ranch Plat F Amendment Proposal

Cedar Pass Ranch Plat F Amended Plat

Cedar Pass Ranch Plat F Site Plan

Petition to Amend the plat,

Before we dive into any of the details surrounding this request, I'd like to say that it was never my intent to do anything outside of the guidelines. The placement of this house happened through a series of unfortunate coincidences. If it wouldn't now cost hundreds of thousands of dollars to correct and potentially cause the homeowner to lose the entire project, we would be correcting this instead of asking for a variance.

We are petitioning the city of Eagle Mountain to give Rebecca Jewkes a variance on the front set back of her home. The current set back is 36 feet from property line and 50 feet from back of road.

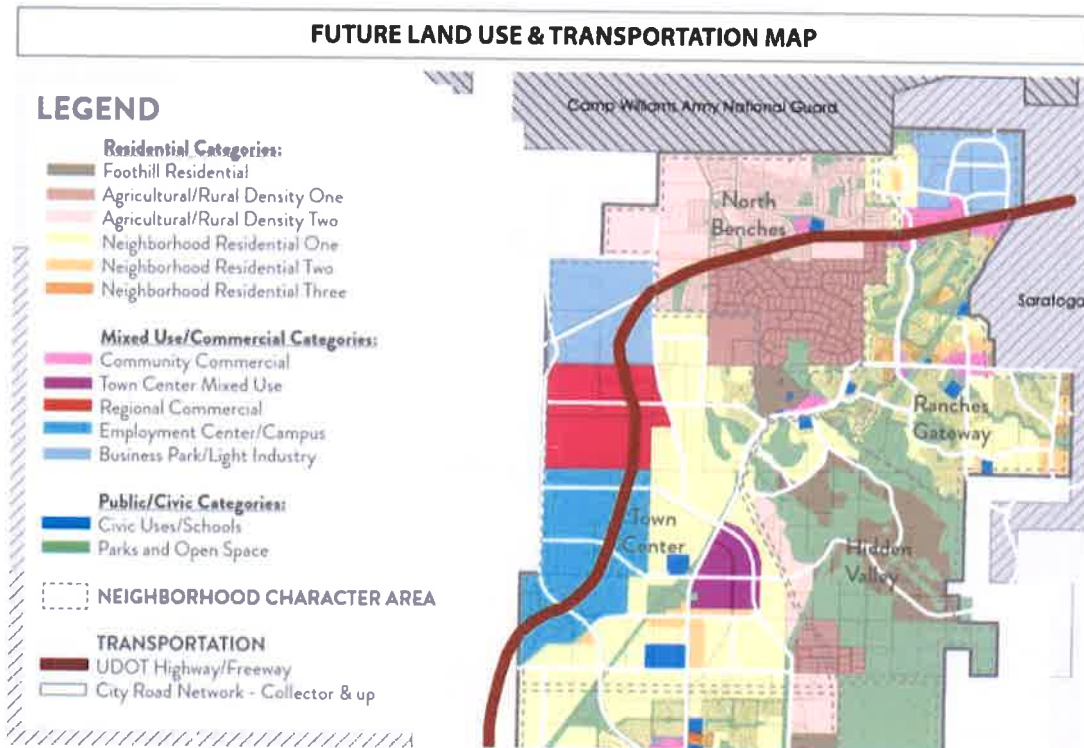
When Empress Homes had the property staked for excavation, the company that staked it went based off the architectural draws that were approved by the building department. The architectural site plan shows the existing driveway ending at the dotted line, which ends at the road on the property. The assumption of the company was that the line drawn was the road since there were no indications that the property line was set back from the road. The building department made no redlines on the approved plans to indicate the property line was set back off the road. Also when both the AUD and the barn permits were submitted, they also showed the home layout 50' off the road. When we had our footings, foundation, sub rough plumbing and SWPPP inspections, the building inspectors did not make any indication or notice of an incorrect set back.

Much work and money has been spent by Rebecca to get to this point. Her life savings is tied to this home build. Without a variance, there is a possibility of Rebecca losing everything. This was an honest and unexpected mistake due to cumulative errors.

A few facts:

- Placement was approved by HOA as is
- Permit was issued with no redlining
- Accessory building permit was issued showing home where it is, no redlining
- Septic permit issued and inspected
- Footing inspection completed.
- Slab inspection completed.

City Planning Maps show the lot is in RA1 zoning

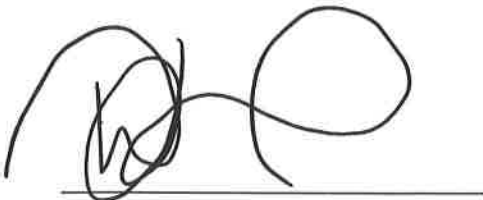


Designated setbacks according to code are

General Plan Residential Category	Ag/Rural Density 1	
	RA1	RA2
Zone Designation (de-sac or circle)		
Minimum Dwelling Size (excluding garage)	1,000 sq ft	1,000 sq ft
Minimum Setbacks for Primary Structure		
Front	35'	35'
Front Garage	45'	45'
Rear	35'	35'
Side	20'	20'
Garage Side	20'	20'
Street Side	25'	25'

Chris and Rebecca Jewkes

Rebecca and Christopher Jewkes



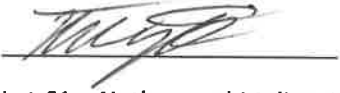
Danielle Peterson

Cedar Pass Ranch Property Owners



Lot 57 – William and Melissa Robertson

Fort Hill Rd, Eagle Mountain



Lot 61 – Nathan and Melissa Yates

2852 E Fort Hill Rd, Eagle Mountain

Not Home - tried 4 times

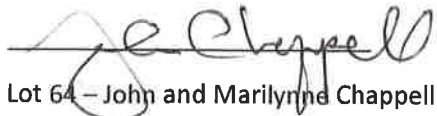
Lot 62 – Douglas and Kathleen Grover

2804 E Fort Hill Rd, Eagle Mountain



Lot 63 – Cameron and Carlee Jensen

2766 E Fort Hill Rd, Eagle Mountain


Lot 64 - John and Marilynne Chappell

8189 E Fort Hill Rd, Eagle Mountain

Not home - tried 3 times

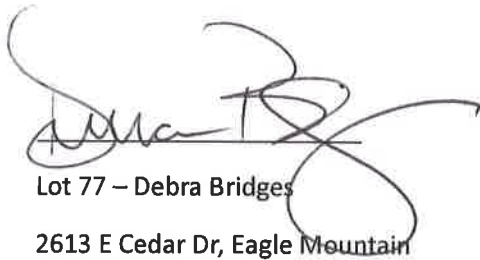
Lot 65 - David and Ann Watson

→ 8257 N Fort Hill Rd, Eagle Mountain

This is a second home
was there

→ Lot 66 - Craig Moyes

2692 E Cedar Dr, Eagle Mountain


Lot 77 - Debra Bridges

2613 E Cedar Dr, Eagle Mountain

tried 2 times - Not home

Lot 78 - Messerly Ranch Investments

→ 2711 E Cedar Dr, Eagle Mountain

would not sign

Lot 79 – Arlon and Lisa Miller

8381 N Ranch Rd, Eagle Mountain

Douglas Burt

Lot 80 -Douglas and Peggy Burt

2843 E Fort Hill Rd, Eagle Mountain

would not sign

Lot 81 – Paul and Cheryl Karr

X 2812 E Cedar Dr, Eagle Mountain

wasn't home -

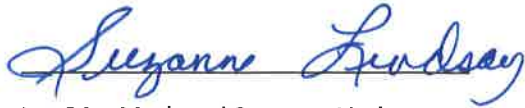
Lot 82 – Michael and Bettina Cameron

2871 E Cedar Dr, Eagle Mountain

wasn't home

Lot 83 – Mark and Erin Orr

8410 N Ranch Rd, Eagle Mountain



Lot 84 – Mark and Suzanne Lindsay

2854 N Ranch Rd, Eagle Mountain



, Lot 86 – Brady and Ramona Williams

2764 E Ranch Rd, Eagle Mountain

wasn't home - tried 4 times

, Lot 87 – Curtis and Amber Weller

2660 E Ranch Rd, Eagle Mountain



Lot 88 – Eagle Mountain Enterprises LP

2713 E Ranch Rd, Eagle Mountain



Lot 89 – Mark and Ingrid Andromidas

2646 E Ranch Rd, Eagle Mountain



Lot 90 – Randall and Rhonda Bennett

8510 N Pass Rd, Eagle Mountain

Wasn't home - tried 4 times

Lot 91 – Carl and Kathryn Allred

2577 E Ranch Rd, Eagle Mountain

Vacant lot - approved 35' set back

Lot 92 – Jared Johnson

Ranch Rd, Eagle Mountain



Lot 93 – James Rohan

2440 E Ranch Rd, Eagle Mountain

- New construction

Wouldn't sign

Lot 112 – Myron and Daniel Burton

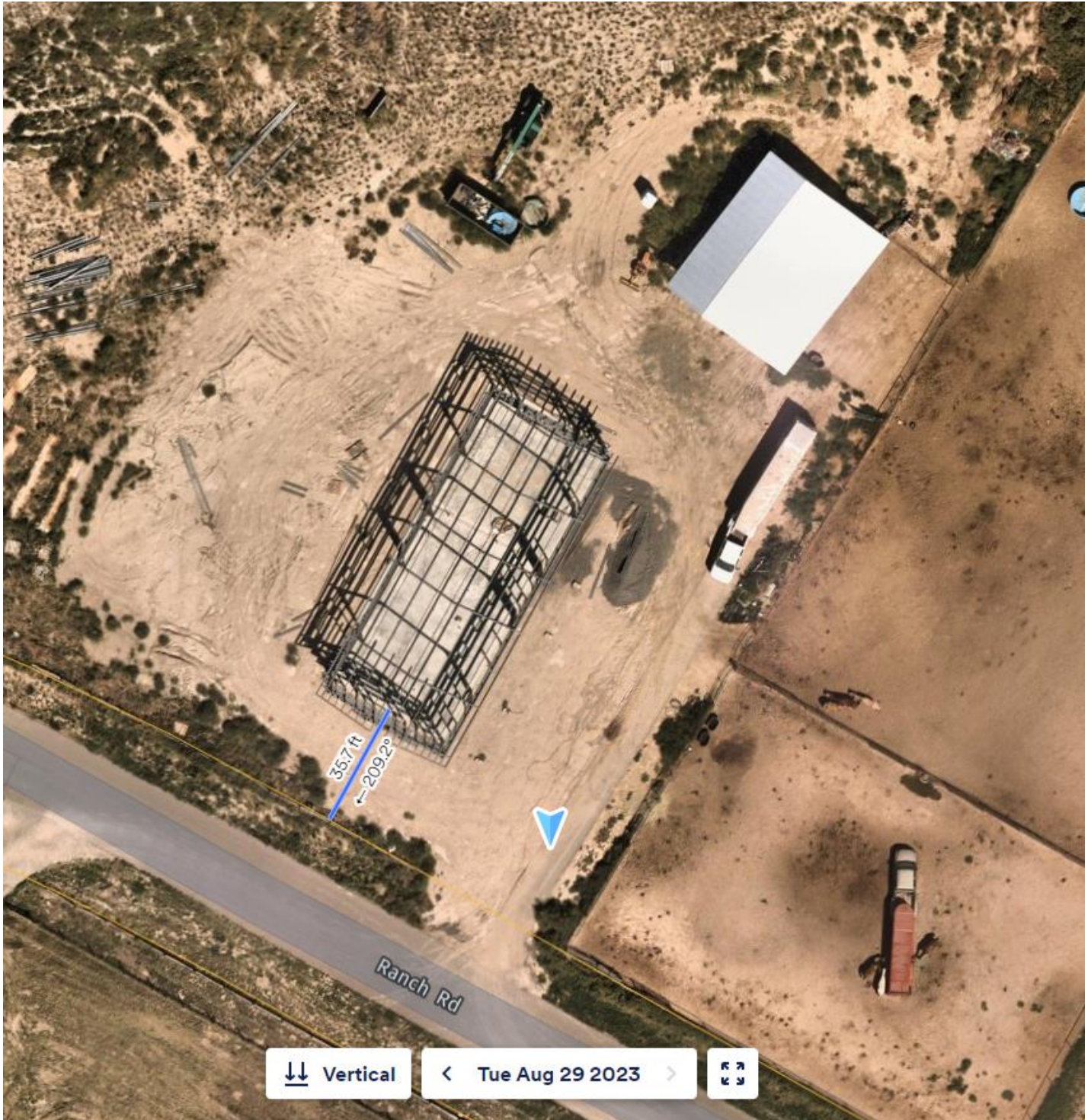
2441 E Ranch Rd, Eagle Mountain

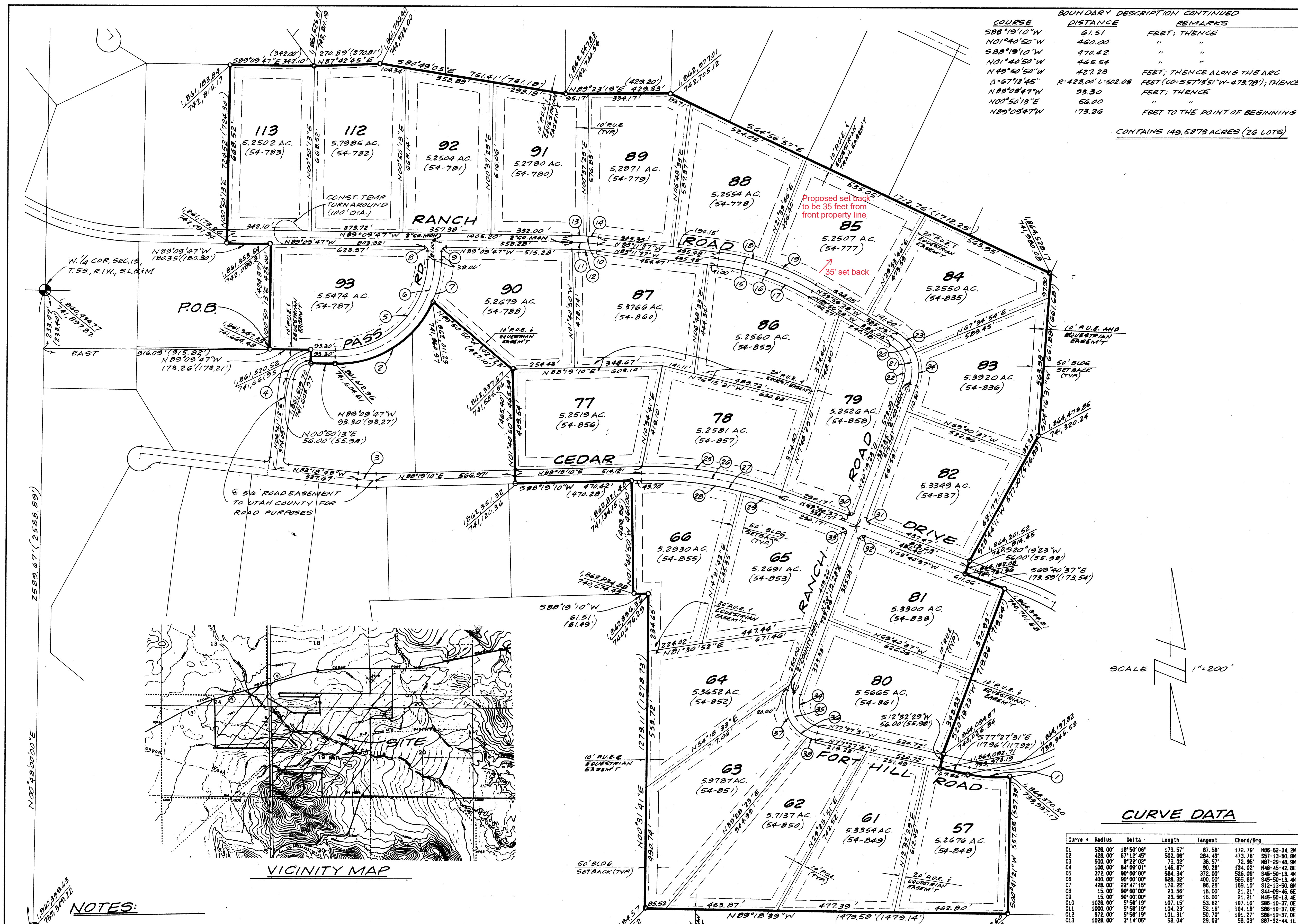
A handwritten signature in cursive script, reading "Vicki Baldwin". The signature is written in dark ink and is positioned above a horizontal line.

/ Lot 113 – Larry and Vicki Baldwin

2371 E Ranch Rd, Eagle Mountain

Aerial View of Applicants' Property





SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE # 163947 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT WHICH IS 500'48'00" N 233'47' ALONG SECTION LINE AND EAST 216'09' FROM THE W 1/4 COR SEC. 19, T.5S, R.1W, SALT LAKE BASE & MERIDIAN; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N00°50'13"E	426.00	FEET; THENCE
N02°09'47"W	180.35	" "
N00°50'13"E	724.52	" "
S80°09'47"E	342.10	" "
N07°42'45"E	270.89	" "
S80°42'05"E	761.41	" "
N02°23'19"E	429.33	" "
S64°56'57"E	1712.76	" "
S04°16'31"W	661.88	" "
S28°44'11"W	577.00	" "
S20°19'23"W	56.00	" "
S68°40'37"E	173.59	" "
S20°19'23"W	713.86	" "
S12°32'29"W	56.00	" "
S77°27'31"E	117.86	FEET; THENCE ALONG THE ARC
Δ-10°50'06"	R-528.00 L-173.71 (CD-586°52'34"E-172.70'); THENCE	
S00°41'21"W	557.55	FEET; THENCE
N88°18'30"W	1479.58	" "
N00°31'41"E	1279.11	" "

(CONTINUED AT LEFT)

BASIS OF BEARING = STATE PLANE COORDINATE SYSTEM

APRIL 15, 1996
DATE

David V. Thomas
SURVEYOR (See Seal Below)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 15 DAY OF APRIL 1996

Cedar Pass, L.C. By
Scott Kierland

ACKNOWLEDGEMENT

STATE OF UTAH S.S.
COUNTY OF UTAH

ON THE 15 DAY OF April, A.D. 1996 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 8/27/96

Dorian G. Palmer
NOTARY PUBLIC (See Seal Below)

ACCEPTANCE BY LEGISLATIVE BODY

THE Board of Commissioners 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 30 DAY OF April, A.D. 1996

John D. Coram
COUNTY CLERK

APPROVED *John D. Coram* ATTEST *John D. Coram*
ENGINEER (See Seal Below) CLERK-RECORDER (See Seal Below)

PLANNING COMMISSION APPROVAL

APPROVED THIS DAY OF _____, A.D. 19____, BY THE PLANNING COMMISSION.

DIRECTOR-SECRETARY CHAIRPERSON, PLANNING COMMISSION

PLAT # 10996 NW 1/4 3595

CEDAR PASS RANCH

SUBDIVISION

SCALE: 1" = 200 FEET

UTAH COUNTY, UTAH

Notary Public Seal City Engineer's Seal Clerk-Recorder Seal

DAVID V. THOMAS
STATE OF UTAH

UTAH COUNTY, UTAH

NOTES:

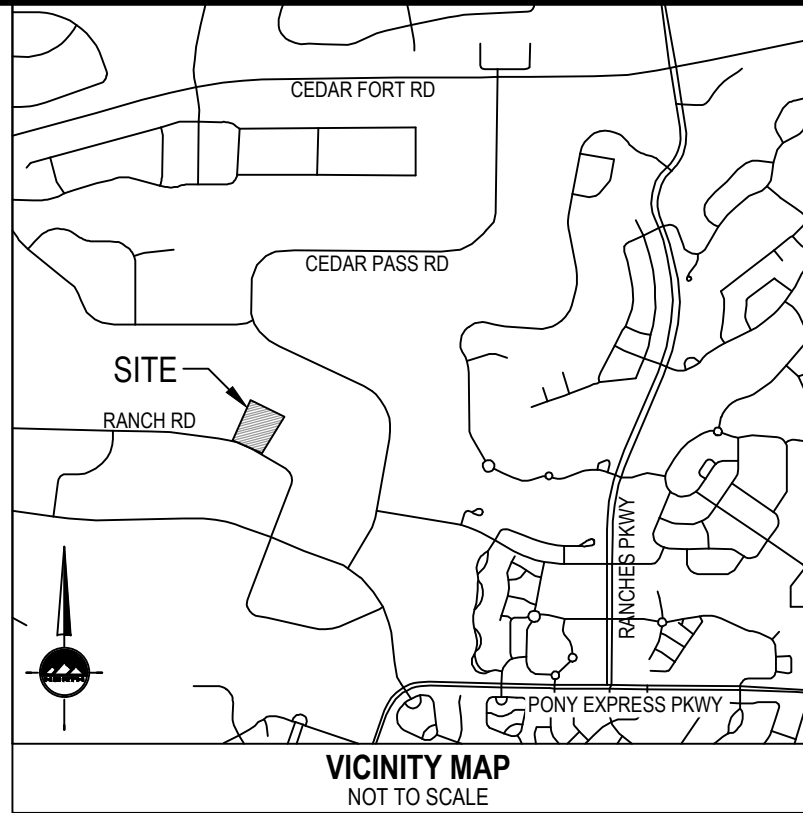
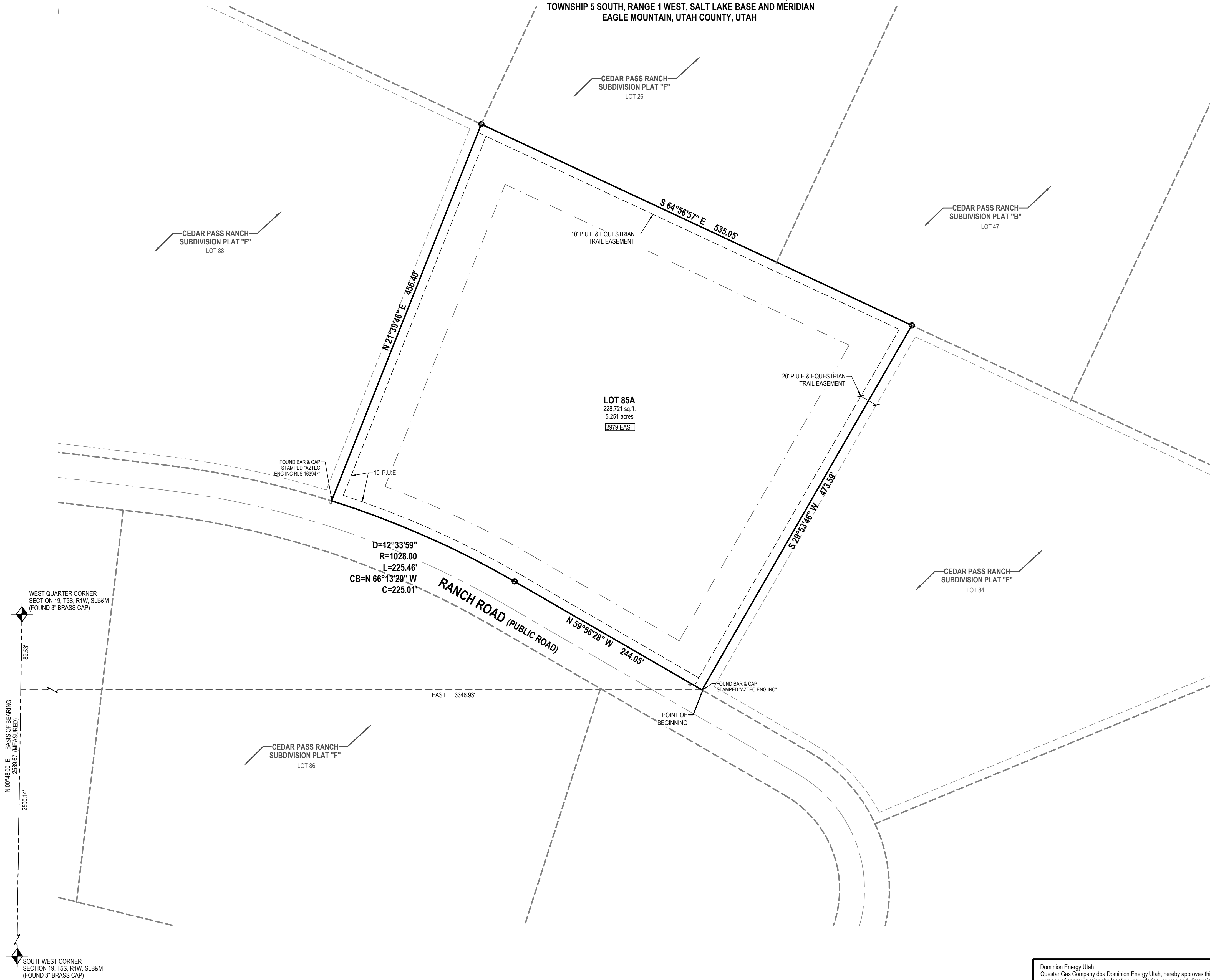
- ALL DRAINAGE GENERATED BY SUBDIVISION TO BE HANDLED ON SITE OR THROUGH EXISTING NATURAL DRAINAGE PATTERNS.
- EACH LOT OWNER WILL BE RESPONSIBLE FOR THEIR OWN TRASH REMOVAL.
- EACH LOT HAS A 50' FRONT YARD SETBACK AND A 50' SETBACK FOR SIDE AND REAR YARDS. THOSE LOTS THAT BACK UP TO TICKVILLE GULCH WILL HAVE A 50' SETBACK FROM TOP OF GULCH.
- EACH LOT WILL HAVE ITS OWN WATER WELL AND WILL BE DRILLED UNDER APPROVED CHANGE APPLICATION NO. AS SHOWN ON EACH LOT.
- NO BUILDING PERMIT FOR A DWELLING OR OTHER OCCUPIED BUILDING WILL BE ISSUED UNTIL THE WELL IS DRILLED AND FOUND TO PRODUCE THE REQUIRED FLOW OF WATER.
- APPROVED WATER RIGHTS CANNOT BE TRANSFERRED APART FROM THE LOTS OF THE PROPOSED SUBDIVISION.
- PERCENTAGE OF SUBDIVISION IN ROADWAYS = 6%.
- NO BUILDING PERMIT FOR A DWELLING OR OTHER OCCUPIED BUILDING WILL BE ISSUED UNTIL THE WELL IS DRILLED AND FOUND TO PRODUCE THE REQUIRED FLOW OF WATER.

6595-78

CEDAR PASS RANCH PLAT "F" AMENDED LOT 85

VACATING LOT 85 OF CEDAR PASS RANCH PLAT "F"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 19,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH



LEGEND

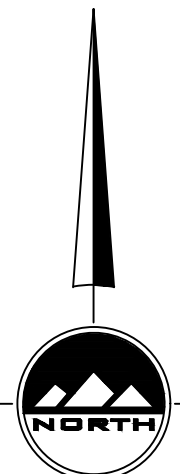
- SECTION CORNER
SET 5/8\"/>
- SECTION LINE
CENTERLINE
PROPERTY LINE
EASEMENT LINE
SETBACK LINE

NOTES:

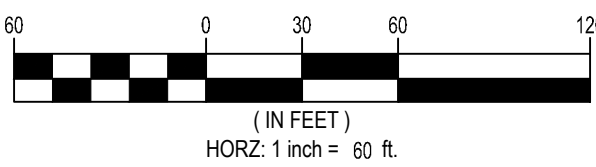
- ALL DRAINAGE GENERATED BY SUBDIVISION TO BE HANDLED ON SITE OR THROUGH EXISTING NATURAL DRAINAGE PATTERNS.
- EACH LOT OWNER WILL BE RESPONSIBLE FOR THEIR OWN TRASH REMOVAL.
- EACH LOT HAS A 35' FRONT YARD SETBACK AND A 50' SETBACK FOR SIDE AND REAR YARDS. THOSE LOTS THAT BACK UP TO TICKVILLE GULCH WILL HAVE A 50' SETBACK FROM THE GULCH.
- EACH LOT WILL HAVE ITS OWN WATER WELL AND WILL BE DRILLED UNDER APPROVED CHANGE APPLICATION NO. AS SHOWN ON EACH LOT.
- NO BUILDING PERMIT FOR A DWELLING OR OTHER OCCUPIED BUILDING WILL BE ISSUED UNTIL THE WELL IS DRILLED AND FOUND TO PRODUCE THE REQUIRED FLOW OF WATER.
- APPROVED WATER RIGHTS CANNOT BE TRANSFERRED APART FROM THE LOTS OF THE PROPOSED SUBDIVISION.

CONDITIONS OF APPROVAL

- ALL HOMES SHALL BE SURROUNDED BY A MINIMUM OF 30 FEET ON IRRIGATED GREEN SPACE.
- ALL HOMES SHALL BE SETBACK A MINIMUM OF 50 FEET FROM THE SIDE AND REAR LOT LINES.
- SIDE AND REAR LOT LINES SHALL HAVE A MINIMUM FIRE OR FUEL BREAK OF 25 FEET. AN APPROPRIATE FIRE BREAK SHALL BE DEFINED AS THINNING NATIVE VEGETATION, REMOVAL OF DEAD PLANT MATERIAL, AND RESTRICTING VEGETATION HEIGHT TO NO GREATER THAN SIX INCHES.
- LOTS THAT HAVE A REAR LOT LINE ALONG THE OUTSIDE BOUNDARY SHALL HAVE A MINIMUM FUEL BREAK OF 50 FEET.
- ALL HOMES SHALL HAVE FIRE RETARDANT ROOFING MATERIALS.
- DWELLING EXTERIORS SHALL BE OF A NONCOMBUSTIBLE MATERIAL. NONCOMBUSTIBLE MATERIALS SHALL INCLUDE, BUT NOT BE LIMITED TO MASONRY, STUCCO, AND ALUMINUM SIDING.
- THERE SHALL BE A 4,000 GALLON WATER TANK MEETING UTAH COUNTY STANDARDS FOR DESIGN AND LOCATION ON EACH LOT PRIOR TO OCCUPANCY OF THE LOT.



HORIZONTAL GRAPHIC SCALE



PLAT CALCULATIONS

TOTAL ACREAGE: 5.25 ACRES
TOTAL ACREAGE IN LOTS: 5.25 ACRES
TOTAL OPEN SPACE: N/A
AVERAGE LOT SIZE: 5.25 ACRES
LARGEST LOT SIZE: 5.25 ACRES
SMALLEST LOT SIZE: 5.25 ACRES
TOTAL # OF LOTS: 1 LOT

DEVELOPER
DANIELLE PETERSON
2797 EAST RANCH ROAD
EAGLE MOUNTAIN, UTAH

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.

Dominion Energy Utah
Quicker Gas Company dba Dominion Energy Utah, hereby approves this plat for the purpose of approximating the location, boundaries, course and dimensions of the Rights-of-Way and Easement Grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The Rights-of-Way and easements are subject to numerous restrictions appearing on the recorded right-of-way and easement grant(s). Dominion Energy Utah also hereby approves this plat for the purpose of confirming that the plat contains public utility easements; however, Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set 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 ____ DAY OF _____, A.D. 20____
DOMINION ENERGY, INC.

ROCKY MOUNTAIN POWER

- 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 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.

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

All of Lot 85 of Cedar Pass Ranch Plat "F", recorded May 16, 1996 as Entry No. 40996 and as Map No. 6595 in the Office of the Utah County Recorder, being more particularly described as follows:

Beginning at a point being South 00°48'00" West 89.53 feet along the section line and East 3,348.93 feet from the West Quarter Corner of Section 19, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 59°56'28" West 244.05 feet;
thence Northwesterly 225.46 feet along the arc of a 1,028.00 foot radius curve to the left (center bears South 30°03'30" West and the chord bears North 66°13'29" West 225.01 feet with a central angle of 12°33'59");
thence North 21°39'48" East 456.40 feet;
thence South 64°56'57" East 535.05 feet;
thence South 29°53'46" West 473.59 feet to the point of beginning.

Contains 228,721 Square Feet or 5.251 Acres and 1 Lot

Basis of Bearing = State Plane Coordinate System

DATE

PATRICK M. HARRIS
(SEE SEAL BELOW)

OWNER'S DEDICATION

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF _____, A.D. 20____.

NAME
COMPANY

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____ } S.S.

ON THE ____ DAY OF _____, A.D. 20____, I, _____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, A LIMITED LIABILITY COMPANY AND THAT _____ SIGNED THE OWNER'S 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.

NOTARY PUBLIC

RESIDING IN _____ COUNTY

MY COMMISSION EXPIRES: _____

NAME

NO: _____

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 _____, A.D. 20____.

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

CITY ENGINEER
(SEE SEAL BELOW)

ATTEST:

CLERK - RECORDER
(SEE SEAL BELOW)

APPROVED

CEDAR PASS RANCH PLAT "F" AMENDED LOT 85

VACATING LOT 85 OF CEDAR PASS RANCH PLAT "F"

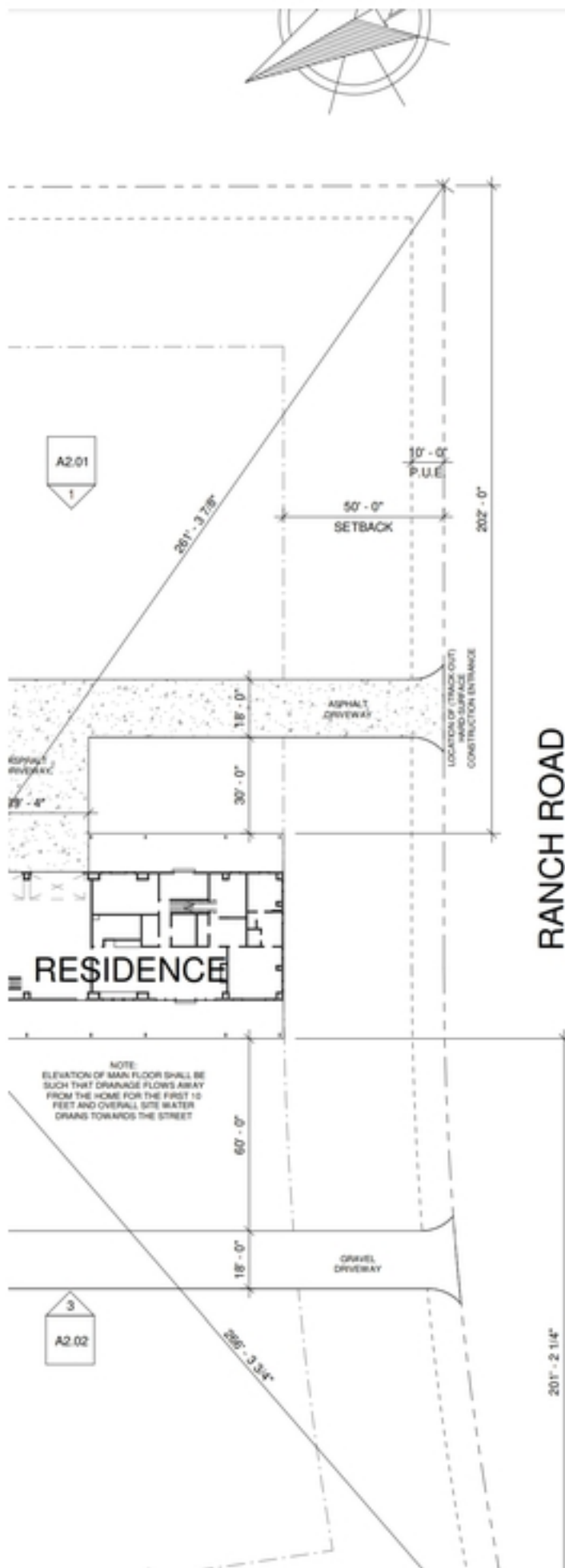
LOCATED IN THE NORTHWEST QUARTER OF SECTION 19,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYORS SEAL

CITY ENGINEER SEAL

COUNTY-RECORDER SEAL





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Legislative Priorities List												Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Number	Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update		Date proposed	Date Adopted	Work with:	Proposed by:						
23.009	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Other comments include: Is there a deed restriction that prevents the cemetery from growing...Pony Express Park. Need to have a financial plan to accomplish.	High Priority	In Progress	12/31/2023	10/3/2023	The draft needs assessment report will be discussed at a staff committee meeting on 10/11/2023.	5/2/2023	5/16/2023	Weber	Curtis					X	X
23.010	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Long Horizon	<2035		Related to the Facilities Master Plan project.	5/2/2023	5/16/2023	Jerome	Curtis		X		X		
23.018	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to find out about our transportation funding. For example, the overpass for Mountain View Corridor and SR73.	High Priority	Long Horizon	<2030	9/19/2023	This is relevant per EMMC 2.19.030.G. Address needed UDOT projects. Overpass project is located in Saratoga Springs.	5/2/2023	5/16/2023	Trusty	Love		X				
23.030	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referable but no changes are needed to the code. SB127 requires changes to internet domains.	High Priority	In Progress	Various	10/3/2023	Some relevant ordinance changes were approved on 9/19/2023.	5/2/2023	5/16/2023	Larsen	Love						
23.011a	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Long Horizon	12/31/2024	8/15/2023	Airport Road drawings are in 95% review stage. ROW acquisition is progress, eminent domain letters have been sent, working on legal descriptions. Finalizing north end alignment at SR73.	5/2/2023	5/16/2023	Trusty	Curtis		X				
23.011b	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Long Horizon	12/31/2024	10/3/2023	Midvalley Road project widening is already awarded. Extension to Eagle Mountain Blvd is in RFP process. Working on getting final plans out on MVR. Conducting appraisals for western portion.	5/2/2023	5/16/2023	Trusty	Curtis		X				
23.002	Zoning Map Update	Update the city's zoning map(s).	High Priority	In Progress	12/31/2023	11/7/2023	Planning and GIS are actively working and making progress on this and having weekly meetings to review the map and resolve any issues. Targeting PC for 11/14/2023.	5/2/2023	5/16/2023	Mumford	Curtis				X		
23.024	Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	New	TBD	9/19/2023	This code amendment has been assigned, along with several other priority code amendments. Tie this into the General Plan item. Staff are working on General Plan map first. Consider how to require equal zoning designations per land use designation (i.e.. NR1 needs to require 1/3 unit by count in R1, R2, and R3).	5/2/2023	5/16/2023	Larsen	Love				X		
23.032	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost \$70+M.	High Priority	In Progress	6/30/2024	10/17/2023	RFP was awarded and a report will be completed by spring 2024. Report will include proposed upgrades to the system and where it can be implemented.	5/2/2023	5/16/2023	Trusty	Love		X				
23.048	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat. A change is needed such that when a plat is amended, the average lot size needs to be based on the amended plat, not the original plat.	Secondary Priority	In Progress	12/5/2023	11/7/2023	The item is expected to go to Planning Commission on November 14 and to the Council on December 5.	10/17/2023	11/7/2023	Draper	Curtis						
23.044	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	In Progress	3/31/2024	11/7/2023	This review as assigned has been started. The commercial storage part anticipated for the Council on 12/5/2023.	8/15/2023	9/19/2023	Larsen	Wright				X		

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23.008	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	New	TBD	6/6/2023	The rodeo facility is included in the forthcoming Facilities Master Plan. A study for relocating can be done separately.	5/2/2023	5/16/2023	Weber	Curtis			X				
23.023	Water Plan	Establish a water plan based on residential density. Need to get a water element into the GP. ULCT conference showed some water usages based on residents; how much less used when apartments instead of having 1/4 acre lots. Higher density may use more water than 1/4 acre lots. Balance density with road needs and water use.	Secondary Priority	Long Horizon	2022-2025	5/16/2023	Staff agrees that this needs to be looked at, in the context of multiple scenarios.	5/2/2023	5/16/2023	Trusty Larsen	Love			X				
23.003	General Plan Land Use Map Update	Schedule joint 2-hour meeting between CC and PC to consider the updates. Do all designated areas make sense? Consider additional zoning designations (i.e., separate RC from MF1). It is time to look at it and see what needs to be updated, if any. Used to be tiered system...as long as developer met certain (amenities?) requirements, they could have maximum densities. We have 31,000 units vested.	Secondary Priority	In Progress	2/29/2024	11/7/2023	Planning suggests a joint meeting probably in Jan/Feb to discuss the Future Land Use Map and possibly the goals/strategies for the Land Use chapter and maybe the Transportation chapter. Looking for specific direction from Mayor and Council before setting up a meeting.	5/2/2023	5/16/2023	Larsen	Curtis				X			
23.015	Buffering Code	Review Zone Transition Code (17.60.160)	Secondary Priority	New	12/31/2023	9/19/2023	This has been assigned to a planner and the research/drafting process is beginning.	5/2/2023	5/16/2023	Larsen	Burnham				X			
23.041	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than the PC.	Secondary Priority	New	6/30/2024	8/1/2023	The council wants clarity to the parking code and become the land use authority.	8/1/2023	8/15/2023	Trusty Larsen	Curtis				X			
23.043	Adjust TMP to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority.	Secondary Priority	Long Horizon	TBD	11/7/2023	The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050. The new alignment received a favorable recommendation from the PC in October. Will include HVR in the forthcoming TIP submission.	8/1/2023	8/15/2023	Trusty	Wright			X				
23.006	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	In Progress	3/31/2024	11/7/2023	Significant code amendments have been drafted and are undergoing internal review before bringing them forward. Presenting to PC study session on 11/28/2023. Anticipating a presentation to CC in January.	5/2/2023	5/16/2023	Black Mumford	Curtis				X			
23.004	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090). Need to reevaluate MDAs? Is the six years timing serving us? NR2 - discretion is being removed. At ULCT: MDAs if not structured carefully they can be undermined. Wants to see some side by side vesting comparisons. We still have some MDAs with unlimited end dates.	Secondary Priority	New	12/31/2023	9/19/2023	We haven't yet begun this as other higher priority items have taken precedence. Will begin research and discussion on this topic following completion of the higher priorities.	5/2/2023	5/16/2023	Larsen	Curtis				X			
23.013	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Secondary Priority	In Progress	6/30/2024	10/17/2023	Parks' interns completed their GPS project of the trails; ready for presentation. The next step will be to do a trail network plan.	5/2/2023	5/16/2023	Mumford/H ickman	Love			X	X	X		
23.007	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	New	12/31/2023	10/3/2023	State code requires annual trainings; Working on an orientation manual for new council members.	5/2/2023	5/16/2023	Strachan	Curtis							

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23.005	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	In Progress	1/31/2024	11/7/2023	Drafted, staff is vetting. Intending to send to PC study session 12/12/2023.	5/2/2023	5/16/2023	Larsen	Curtis					X	
23.038	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	New	12/31/2023	9/19/2023	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. LRB is working on a report to further is effort.	8/1/2023	8/15/2023	Berrett	Wright					X	
23.040	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	Secondary Priority	In Progress	3/31/2024	9/19/2023	Draft code changes have been reviewed with a couple of Council members. Should be going to the PC and CC in the near future.	8/1/2023	8/15/2023	Larsen	Curtis						
23.042	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	New	5/31/2024		Put this on the calendar by May 31 each year. Note: A proposed bill at the Legislature would require School Districts to provide its safe routes proposals each year and require cities to provide a written response within 60 days indicating projects affecting those routes and any mitigation thereof.	8/1/2023	8/15/2023	Hickman	Love						
23.033	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Long Horizon	12/31/2024	9/19/2023	This idea came up in discussion and would help every department that has capital assets. Staff are looking into asset management software tools.	5/5/2023	5/16/2023	Ruesch	Love	X		X			
23.046	Rooftops and rooftop amenities	Consider a code for roof top amenities and slopes. Allow flat roofs where there are rooftop amenities. Allow higher, steeper roofs for MFDs where a vaulted ceiling is accommodated.	Secondary Priority	New	TBD			9/19/2023	10/3/2023	Larsen	Burnham				X		
23.048	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	New	TBD			9/19/2023	10/3/2023	Larsen	Burnham				X		
23.039	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	New		11/7/2023	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023.	8/1/2023	1/3/2023	Mumford	Wright				X		
23.036	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	New	12/31/2023		Per MIHP 9.4, Strategy 3; also requires annual report. Adopted as a strategy for the MIHP 1/3/2023.	8/1/2023	8/15/2023	Berrett	Wright				X		
23.037	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	New	7/1/2026		Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023.	8/1/2023	8/15/2023	Berrett	Wright				X		
23.025	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	On Hold	3/31/2024	9/19/2023	Will map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). This will be a late fall / early winter project.	5/2/2023	8/15/2023	Mumford	Love	X		X			

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23.047	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	In Progress	11/30/2023	8/17/2023	A template has been created; for review.	9/19/2023	10/3/2023	Maffitt	Burnham							
23.035	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	New		11/7/2023	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP 1/3/2023.	8/1/2023	1/3/2023		Wright							
23.028	Full Build Out Scenarios	Given current zoning, what are the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Proposed	On Hold		5/16/2023	This could be part of the general plan update and we could use a consultant on that.	5/2/2023		Mumford	Love				X			
23.031	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	On Hold		9/19/2023	New Community Development Software, OpenGov, will help us with our reporting and dashboards. May require ESRI ARCMAP and other software to work together to visibly display data, if desired.	5/2/2023			Love						X	
23.029	Master Plan Process	How can the City Council be involved?	Proposed	On Hold			Write a memo; also relates to EMMC 2.19.030.J.	5/2/2023		Jerome	Love					X		
23.045	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	New				8/15/2023	9/19/2023	Mumford	Gray	X					X	
23.012	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for community use.	Proposed	On Hold				5/2/2023		Hickman	Curtis					X		
23.016	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a memo etc.	Proposed	On Hold		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.	5/2/2023		Mumford	Love							
23.019	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	On Hold		5/16/2023	Currently there are empty positions. See what the EMMC directs. What is the status now? Memo	5/2/2023		Kofoed	Love							
23.026	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	On Hold		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.	5/2/2023		Larsen	Love					X		
Completed																		
23.027	Second class city requirements	What needs to be done? When?	Secondary Priority	Completed			Provided a memo listing requirements and trigger for changes.	5/2/2023		Draper	Love					X		
23.001	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174 (state removes council review of residential plats). Tighten up the code.	High Priority	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. An item has been added to the 10/3/2023 agenda to add an effective date.	5/2/2023	5/16/2023	Mumford	Curtis					X		
23.034	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/8/2023	5/16/2023	Trusty	Burnham			X				