



EAGLE MOUNTAIN CITY COUNCIL MEETING

October 17, 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 Reorganization
[Resolution Consenting to Reorganization of TSSD](#)

1.C DISCUSSION - City Trails Database

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.

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

CONSENT AGENDA

10. AGREEMENTS

- 10.A Professional Services Agreement (Cartegraph - Asset Management) - OpenGov
OpenGov & City of Eagle Mountain, UT - EAM Order Form & SOW
- 10.B White Hills Well Upgrade Agreement - Oquirrh Wood Ranch, LLC
White Hills Well Upgrade Agreement
Exhibit A White Hills Well Upgrade
- 10.C Water Tank Reimbursement Agreement - Oquirrh Wood Ranch, LLC
Water Tank Reimbursement Agreement

11. BOND RELEASES

- 11.A Harmony Phase A, Plat 4.1 - Into Warranty
Bond Release Letter
Recorded Plat
- 11.B Harmony Phase A, Plat 6 - Into Warranty
Bond Release Letter
Recorded Plat
- 11.C Harmony Phase A, Plat 7 - Into Warranty
Bond Release Letter
Recorded Plat

12. MINUTES

- 12.A October 3, 2023 Minutes - Regular City Council Meeting
10.03.2023 City Council DRAFT Minutes

SCHEDULED ITEMS

13. SAGE VALLEY PLAT AMENEDDED

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

BACKGROUND: *(Presented by Planner Steven Lehmitz)* The proposed rezone is for Lot 16 in Sage Valley Plat A (Utah County Parcel No. 52:800:0016, located at 8598 N.

Crescent Loop) from Residential to RD2.

ORD--Sage Valley Panter - Rezone

Rezone Proposal - Sage Valley Plat A Lot 16 - Panter

Vicinity Map - Sage Valley Plat A Lot 16 - Panter

Sage Valley Plat A

Proposed Amended Plat - Sage Valley Plat A Lot 16 - Panter

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

BACKGROUND: *(Presented by Planner Steven Lehmitz)* A proposed recorded plat amendment of Sage Valley Plat A Lot 16 (Utah County Parcel No. 52:800:0016, located at 8598 N. Crescent Loop), dividing the lot into two separate lots.

Proposed Amended Plat - Sage Valley Plat A Lot 16 - Panter

Petition - Sage Valley Plat A Lot 16 - Panter

Sage Valley Plat A

Vicinity Map - Sage Valley Plat A Lot 16 - Panter

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)

BACKGROUND: *(Presented by Environmental Planner Todd Black)* 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.

ORD--EMMC 17.76.070 - Solar Panel Protect

EMMC 17.76.070 Solar Energy Devices (Panels or Collectors) - Redlines

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 ally 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).

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* A proposed ordinance 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)

[ORD--EMMC 17.10, 17.25, 17.72 and 17.55 Off Street Parking
Alleys and Service Drives Fire Department Related Access ADA Parking Code - Redlines](#)

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.](#)

BACKGROUND: *(Presented by Purchasing Agent Melissa Yates)* The proposed ordinance replaces Eagle Mountain Municipal Code Chapter 3.20 Purchasing Policy with an updated purchasing code.

[ORD--EMMC 3.20 Purchasing Policy
Exhibit A - Purchasing Policy
EMC 3.20 Purchasing Policy - Redlines](#)

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

- 19.A Upcoming Agenda Items
[Upcoming Agenda 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

A RESOLUTION OF THE EAGLE MOUNTAIN CITY COUNCIL CONSENTING TO REORGANIZATION OF THE TIMPANOGOS SPECIAL SERVICE DISTRICT AS A SPECIAL DISTRICT

RECITALS

A. On September 29, 1976, the County Commission of Utah County (the "Commission") established a special service district known as the Timpanogos Special Service District ("TSSD") for the provision of wastewater collection and treatment services in the northern portions of Utah County, including the cities of Alpine, American Fork, Lehi and Pleasant Grove (the "Original Cities") and nearby unincorporated areas of Utah County.

B. After the organization of TSSD, large portions of the original unincorporated area of TSSD have been either annexed into the Original Cities or have become incorporated within the boundaries of newly organized municipalities, namely, Cedar Hills, Eagle Mountain, Highland and Saratoga Springs.

C. Some of the communities within the boundaries of TSSD receive only a portion of their wastewater collection and treatment from TSSD; said communities are Draper City (a small portion of the Suncrest development), Eagle Mountain (the portion of the city that lies roughly on the east slope of Lake Mountain) and Vineyard (most of the city's wastewater needs are provided by TSSD but a portion of its wastewater is conveyed to and treated by Orem City);

D. At the time TSSD was created, the Commission established an Administrative Control Board (the "ACB") to govern and manage the operations of TSSD.

E. At the present time the ACB is composed of thirteen board members who are appointed as follows:

(1) a total of nine city-appointed members, with one each from Alpine, American Fork, Cedar Hills, Draper (the general manager of the South Valley Sewer District), Eagle Mountain, Highland, Lehi, Pleasant Grove, and Saratoga Springs¹; and

(2) four who are at-large appointees of the Commission.²

F. By resolutions adopted by the County, the authority for the day-to day-and long-range operations of TSSD, has been delegated to the ACB, including without limitation hiring and retention of employees, acquisition of real and personal property, construction of facilities for conveyance and treatment of wastewater, setting of rates for service, financing/bonding authority, etc.³

¹ The board members from these cities are appointed by the governing body of each city.

² One of the four at-large appointees has generally been an individual to represent Vineyard City.

³ There are areas where the Commission has not delegated authority such as, for example, the authority to levy and collect real property taxes.

G. The law of the State of Utah provides a process under which a special service district, which is subject to the governance of and oversight by the County, may be reorganized and become an independent “special district” (see U.C.A. §17D-1-604, the “Reorganization Statute”).

H. 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 in the best interests of the cities for TSSD to become fully independent from the County and to be reorganized as a special district, governed by the provisions of Title 17B of the Utah Code. The ACB agrees with the County’s determination that it is in the best interests of the cities and their residents for TSSD to become fully independent as a special district.

I. In order for TSSD to be reorganized to become a special district, each city within TSSD must consent to the reorganization.

J. The City of Eagle Mountain (the “City”) has determined that it is in the best interests of the City, its residents, and property owners that TSSD be reorganized as a fully independent special district as provided by law, and by this resolution the City desires to memorialize and give its consent to the same.

RESOLUTION

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

1. The Recitals set forth above are incorporated within this Resolution as though fully set forth herein.
2. The City hereby expressly consents to the reorganization of TSSD as a fully independent special district under Title 17B of the Utah Code, and requests that the Utah County Commission take all such actions as are required to do so.
3. The reorganization of TSSD as a special district under Section 17D-1-604 shall be made under substantially the following terms:
 - a. The name of TSSD will be the Timpanogos Service District (TSD).
 - b. The current boundaries of TSD will remain the same as those of TSSD.
 - c. TSD shall be designated and operated as an “Improvement District” as provided by U.C.A. §17B-2a-401, *et seq.*
 - d. The services authorized to be provided by TSD, namely, wastewater collection and treatment, will remain the same, but may also include reuse of wastewater and other water and resource conservation by the utilization of means allowed by law.

e. Under the Reorganization Statute, the Commission has the authority to appoint the initial members of the TSD board of trustees. The following individuals (including the communities they represent and the end-date for their terms of office) are appointed as voting members of the initial board of trustees:

Trustee	Community	End of Term
Alpine	Lon Lott	6/28/26 ⁴
American Fork	David Bunker	12/31/25 ⁴
Cedar Hills	Chandler Goodwin	12/7/26 ⁴
Eagle Mountain	Mack Straw	12/31/2027 ⁵
Highland	Brian Braithwaite	awaiting city council ⁴
Lehi	Chris Condie	12/31/24 ⁴
Pleasant Grove	Neal Winterton	6/7/26 ⁴
Saratoga Springs	Mark Christensen	1/3/26 ⁴
Vineyard	Sullivan Love	12/31/2027 ⁵

f. If any trustee listed above is no longer qualified to serve as a trustee or resigns as a member of the board, a replacement shall be appointed as provided by law.

g. At the conclusion of the term for a trustee listed above, a replacement shall be appointed as provided by law.

h. Each voting member of the board of trustees shall meet the registered voter and residence requirements of U.C.A. §17B-1-302(1), as amended.

i. There shall be no limitation on the re-appointment of a voting member of the board of trustees.

j. The governing board of trustees of TSD shall also include two (2) *ex-officio* non-voting members as follows:

i. The current Director of the Utah County Department of Public Works or a designee from the Utah County Department of Public Works with knowledge and experience in wastewater treatment;

ii. Representing the portion of the Suncrest development in Draper City that lies within the boundaries of TSD, an executive of the South Valley Sewer

⁴ The dates shown for cities with this footnote are the reappointment dates for each board member as shown on the records of TSSD. All such cities marked with this footnote 4 will need make an appointment, with terms ending either 12/31/25 or 12/31/27. The number of seats ending on each date should be approximately equal, with the designation of each being made by random selection of the TSD Board of Trustees.

⁵ Under statutory definitions, neither Eagle Mountain nor Vineyard is an "included municipality" and not entitled to a statutory appointment to the board under current law. §17B-20-404(1)(a) and (5)(a). Under the Reorganization Statute and the Commission's authority to make "additional provisions as necessary", the Commission has determined it is necessary and appropriate to appoint these board members to a term ending 12/31/27.

District (“SVSD”) nominated by the SVSD board of trustees; said executive shall be either the SVSD General Manager, its Chief Financial Officer, or the Facility Manager of the Jordan Basin Water Reclamation Facility; and

iii. There shall be no limitation of time for service on the board by, or re-appointment of, the above-described non-voting *ex-officio* members; the only limitation being that any such individual shall hold the position with Utah County or SVSD as designated in subsections A and B, above.

4. This Resolution shall take effect immediately upon its passage.

5. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

6. In the event of any conflict between this Resolution and any other enactment of the City, this Resolution shall control.

PASSED AND APPROVED this ____ day of October 2023.

THE CITY OF EAGLE MOUNTAIN, UTAH

By: _____
Its: Mayor

ATTEST:

City Recorder

Seal:

VOTING:	Aye	Nay	Not Present
Mayor _____ (tie vote only)			



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 17, 2023**

TITLE:	Professional Services Agreement (Cartegraph - Asset Management) - OpenGov		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$215,266.24 (\$160,000 budgeted, \$55,266.24 budget opening)		
APPLICANT:	City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Public Works

PRESENTED BY:

Brad Hickman - Public Works
Director

RECOMMENDATION:

Staff recommends the City Council approve the 3-year contract for OpenGov Cartegraph - Asset Management Portal and authorize the Mayor to sign the contract.

BACKGROUND:

Currently, the City does not have centralized software implemented for asset management. Not having software in place has been difficult for staff to collaborate and access information, easily and accurately. Implementing software will help with internal department workflow and work orders. The cartegraph asset management portal will communicate directly with the permit and licensing portal that was recently approved by the City Council. As development continues within the City, this will help organize the flow of information, inspections, and reporting. Once the infrastructure is accepted by the City, it will become an asset that can be monitored and maintained with permanent records, reports, and detailed costs of maintenance.

During the evaluation process of selecting an appropriate software, City staff from several departments were involved in viewing, questioning, and seeing the application of the software. Those involved in the process included staff from the following departments: Engineering, GIS, Water, Wastewater, Parks, Streets,

Stormwater, Facilities, and Fleet. Staff asked many questions about the capability of the software and the company demonstrated how the different types of actions would take place. It was a thorough presentation and was valuable in showing the capability of the software. Following multiple demonstrations, meetings, and discussions, staff is excited to recommend a partnership with OpenGov for their permitting and licensing software. Through negotiations, OpenGov agreed to provide the City with a 24% discount on their annual fee and complimented staff for a thorough review and analysis compared to other cities they have worked with.

This will be a valuable tool for all the public works division to organize and catalog information in one location. The software will allow for the creation of work orders, live updates, inventory and invoice, asset cataloging including all maintenance records, inspection reports, and work schedules. It will allow for the creation of maintenance schedules and will let public works improve the preventative maintenance schedules. It will also calculate the life expectancy of assets and track the needs and help with future budgeting.

ITEMS FOR CONSIDERATION:

Earlier this year the City Council created strategic goals for the city. Goal #6, Dynamic Service Enhancement, states the following: Eagle Mountain is a full-service community that delivers extraordinary services and amenities to residents by attracting and retaining passionate employees, innovating throughout the organization to increase efficiency and remain fiscally conservative, and developing highly responsive communication channels to improve resident experiences.

Staff believe that the implementation of OpenGov Cartegraph Asset Management software will help accomplish this goal by adding software to collect, organize, and communicate assets that the city owns with real time results. This will increase efficiency amongst

staff (time savings, improved organization, integration with many other important software's used to monitor and evaluate assets, includes SCADA, FOG, POSSUM which are important tools monitory water and wastewater levels and conditions.

OpenGov is a modern cloud software suite for asset management with a user-friendly customer portal. The software streamlines enhanced operations and workflow processes to enable the city to provide higher levels of customer service, while allowing staff to communicate, educate, and foster better engagement through interactive tools for residents, developers, businesses, architects, contractors, etc.

Following our research, discussions, and review, we believe that OpenGov has the following advantages and capabilities:

- Modern cloud-based software
- User-friendly interface
- Integrates with the City's GIS system

Provides interactive dashboards, customized alerts, reporting & immediate access to necessary day-to-day data for every department, analysis of public engagement (number of views, unique visitors, social sharing metrics), online surveys, virtual town halls, etc.

User-friendly customer portal Company focuses on customer service and research and development, always seeking ways to continually improve their products and utilize new technologies (like finding ways to implement AI into their software)

The one-time implementation cost ("services") is \$116,315.00, and the first year annual fee including premium support fee is \$98,951.24.

The total fee for the first year would be \$215,266.24. This contract is a 3-year contract, with the fees as follows:

Year 1: \$215,266.24 (includes one-time implementation cost of \$116,315.00, annual fee and support of \$98,951.24)

Year 2: \$103,898.80 (annual fee and premium support, +5% annual software maintenance price adjustment)

Year 3: \$109,093.74 (annual fee and premium support, +5% annual software maintenance price adjustment).

Premium support provides us with access to phone and chat support, a local designated customer success manager, and increased response times for support cases. Historical data migration has been excluded from this contract.

Staff requested budget for software in the current fiscal year. Water and wastewater department has approved budget for software in the amount of \$150,000.00 and parks department in the amount of \$10,000.00. This would result in the need for a budget opening for the difference of \$55,266.24. It would increase the cost in this current fiscal year and would result in a decrease in future budgets. In year two of the contract, it would cost \$103,898.80 which would result in a decrease in allotted budget of \$55,266.24 and then the city would need to realize each contract year the 5% increase.

OpenGov also provides other suites including:

- Budgeting and Planning
- Procurement
- Financials

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[OpenGov & City of Eagle Mountain, UT - EAM Order Form & SOW](#)



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-011518
Created On: 9/28/2023
Order Form Expiration: 11/1/2023
Subscription Start Date: 11/1/2023
Subscription End Date: 10/31/2026

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	City of Eagle Mountain, UT		Contact Name: Steve Mumford
Bill To/Ship To:	1650 Stage Coach Run Eagle Mountain, Utah 84005 United States		Email: smumford@emcity.org

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Asset Management <i>Integration Toolkit, Asset Builder, Scenario Builder; Transportation Domain, Walkability Domain, Signals Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain</i>	11/1/2023	10/31/2024	\$98,951.24
Asset Management <i>Integration Toolkit, Asset Builder, Scenario Builder; Transportation Domain, Walkability Domain, Signals Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain</i>	11/1/2024	10/31/2025	\$103,898.80
Asset Management <i>Integration Toolkit, Asset Builder, Scenario Builder; Transportation Domain, Walkability Domain, Signals Domain, Stormwater Domain, Water Distribution Domain, Wastewater Collection Domain</i>	11/1/2025	10/31/2026	\$109,093.74

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: \$116,315.00

Billing Table:		
Billing Date	Amount Due	
November 1, 2023	\$215,266.24	<i>(Annual Software Fee + Professional Services)</i>
November 1, 2024	\$103,898.80	
November 1, 2025	\$109,093.74	

Order Form Legal Terms

Welcome to OpenGov!
This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form includes and incorporates the OpenGov Master Services Agreement, signed between the parties, effective **September 21, 2023** as amended ("MSA"). If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Eagle Mountain, UT

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____



Statement of Work

City of Eagle Mountain

Creation Date: 10/04/2023
Document Number: PS-04797
Version Number: 3
Created by: Mark Welch

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1. Overview and Approach

1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Eagle Mountain ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Enterprise Asset Management as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Enterprise Asset Management solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Customer Location in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Enterprise Asset Management
 - i. OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.
 - ii. OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
 - iii. OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.
 - iv. OpenGov assumes that the customer accepts EAM upon the completion of the go-live event
 - v. If a non-API integration is included in scope, Customer is responsible for engaging third party vendor to obtain data, configuration, and/or third party integration support.
 - vi. If an API integration is included in scope, Customer is responsible for providing access to a test instance of the third party API including a URL, authentication credentials, and relevant documentation.

2.4. Exclusions

The following service items are not included in the scope of this project:

- A. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
- B. Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed in Appendix B.

- C. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. Collaborate with your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services contract.

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Domains

OpenGov will provide the following:

Enterprise Asset Management Domains

- A. Transportation
- B. Walkability
- C. Signals
- D. Facilities
- E. Stormwater
- F. Wastewater Treatment
- G. Wastewater Collection / Sanitary Sewer

Completion Criteria:

This activity will be considered complete when:

- Instance setup is completed
- Requirements Gathering is completed
- Start up Data is loaded
- Asset Installation in completed
- Integrations are implemented
- Data conversion is completed

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Software training is delivered

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in “OpenGov responsibilities” section and delivers the services in Appendix B as listed, if any; or
- B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months after signatures (“End Date”) or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Enterprise Asset Management Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Integrations / Conversions									
Enterprise Asset Management	Define and Plan								
	Design								
	Build and Test								
	Deliver								
GoLive Support									
Hypercare									

Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.

2.10. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$12,000 expenses without written approval from the Customer.

2.11. Offer Expiration Date

This offer will expire on 12/27/2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: Phase I

Setup

OpenGov will:

- Setup a hosted, sandbox and production OMS environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a two-day (2-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions

- Enter Resources
- Timesheets
- Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
- OpenGov recommended best practices for Work Management
- o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Advanced Training Topics:

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management

- Provide **Advanced Inspections, Asset Condition Manager, and Asset Risk** remote train-the-trainer training, up to four (4) hours. Training topics include:
 - Performance Management
 - Prediction Groups
 - Fat, Oil and Grease (FOG)
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide **Scenario Builder** remote train-the-trainer training, up to sixteen (16) hours. Training topics include:
 - Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Planned Work
 - Map Control
 - Work Order Creation
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - OpenGov recommended best practices for scenario builder
- Provide **Integration Toolkit** remote train-the-trainer, up to two (2) hours. Training topics include:
 - API
 - Webhooks
 - Scheduled Import/Export
 - OpenGov recommended best practices for utilizing the Integration Toolkit

Go-Live Support

OpenGov will:

- Provide a remote, up to eight (8) hours, web conferences, to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out

- o Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OMS environment. Data loads may include data such as:
 - o Parent level asset records
 - o Asset location (spatial x/y) attributes
 - o Parent level resource (Labor, Equipment Material, Vendor) records
 - o Resource Rate (Labor, Equipment, Material) records
 - o Standard system libraries
- Provide service for your historical data listed below:
 - o For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OMS best fit.
 - A field map workshop, which will identify where and how historical data will appear within OMS
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map
 - o All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.

Integrations

- Scada
- 811

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Transportation (8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
 - o Wastewater Treatment Plant (36)
 - Wastewater Treatment Plant Blowers; Wastewater Treatment Plant Compressors; Wastewater Treatment Plant Conveyors; Wastewater Treatment Plant Electrical Generator; Wastewater Treatment Plant Facility; Wastewater Treatment Plant HVAC Equipment; Wastewater Treatment Plant Instrumentation; Wastewater Treatment Plant Motors; Wastewater Treatment Plant Presses; Wastewater Treatment Plant Processes; Wastewater Treatment Plant Pump; Wastewater Treatment Plant Screens; Wastewater Treatment Plant Structure; Wastewater Treatment Plant UV; Wastewater Treatment Plant Valves; Wastewater Treatment Plants; Wastewater Treatment Plant Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Mechanical Issues; Special Construction; Stairs;

- Superstructure; Selective Building Demolition; Site Preparation; Site Improvement; Other Site Construction
- o Wastewater Collection / Sanitary Sewer (7)
 - Sewer Cleanout; Sewer Facility; Sewer Force Main; Sewer Lateral; Sewer Main; Sewer Manhole; Sewer Pump;
- o Water Backflow

B-2: Phase II

Setup

OpenGov will:

- Setup a hosted, sandbox and production OMS environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

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 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
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 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a remote, up to twenty two (22) hours, "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items

- Create Work Order
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- Work Order Menu Actions
- Enter Resources
- Timesheets
- Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
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- o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - OpenGov recommended best practices for Fleet Management
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:

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- Manager

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 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections, Asset Condition Manager, and Asset Risk** remote train-the-trainer training, up to four (4) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - o Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - o OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide **Internal Request** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - o Internal Requests
 - Users
 - Views
 - Issue Library settings and management
 - o OpenGov recommended best practices for advanced request management
- Provide remote train-the-trainer training, up to four (4) hours, on **OMS Reporting** functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - o Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.
- Provide **Asset Builder** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - o OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - o OpenGov recommended best practices for expanding the system's use and/or building assets

- Provide **Integration Toolkit** remote train-the-trainer, up to two (2) hours. Training topics include:
 - API
 - Webhooks
 - Scheduled Import/Export
 - OpenGov recommended best practices for utilizing the Integration Toolkit

Go-Live Support

OpenGov will:

- Provide a remote, up to eight (8) hours, web conferences to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries
- Provide service for your historical data listed below:
 - For the custom data conversion service(s) listed above, OpenGov will provide:
 - A review of the historical data along with recommendations for OMS best fit.
 - A field map workshop, which will identify where and how historical data will appear within OMS
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map
 - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - Walkability (7)
 - ADA Ramp; Pavement Area; Sign; Tree; Light Fixture; Sidewalk; Support
 - Signals (8)
 - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
 - Facilities (25)

- Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
- o Stormwater(9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 17, 2023**

TITLE:	White Hills Well Upgrade Agreement - Oquirrh Wood Ranch, LLC		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Engineering

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Oquirrh Wood Ranch, LLC for the White Hills Well Upgrade.

BACKGROUND:

Eagle Mountain City recent sent out a Request for Proposals to design and provide upgraded capacity to Cook Well number 1. Oquirrh Wood Ranch, LLC has offered to reimburse the City for its expenses and construct the improvements in exchange for the City guaranteeing that the upgraded flow could be used to service the Firefly development.

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 **Oquirrh Wood Ranch LLC**, a Utah Limited Liability Company (“**Developer**”). City and Developer are collectively referred to herein as the “Parties.”

RECITALS

- A. Developer is the developer of the 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 (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 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 requests all or a portion of the Reserved Flow. City may continue to use any portion of the Reserved Flow that Developer 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.

[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
OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

Nate Shipp, Manager

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
OCTOBER 17, 2023**

TITLE:	Water Tank Reimbursement Agreement - Oquirrh Wood Ranch, LLC		
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 Oquirrh Wood Ranch, LLC.

BACKGROUND:

The City Council recently approved an Amended and Restated Master Development Agreement for the Firefly development. Pursuant to that agreement, Oquirrh Wood Ranch LLC is obligated to provide system improvements at the request of the City if appropriate financial arrangements can be made. Firefly requires a 2 million gallon water tank to service a portion of the development. The City has requested that the tank be upgraded to a 4 million gallon water tank. The parties have negotiated a reimbursement agreement for Council consideration. The reimbursement agreement deviates from the standard template in one material respect, the timing of the reimbursement. Ordinarily, the City would simply do quarterly impact fee reimbursement. In this case, the City already has money appropriated for a water tank that it would like to use towards this reimbursement. Thus, there are contingencies for prepayment, pay as you go, and quarterly payment. The City would be able to choose among those options.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Water Tank Reimbursement Agreement](#)

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 Oquirrh Wood Ranch, LLC, a Utah limited liability company (“**Developer**”). City and Developer are collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS

A. Developer is the developer of a 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 Developer’s 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 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.

[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
OQUIRRH WOOD RANCH, LLC

NATE SHIPP, Manager

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	\$ 6,541,230.23	TOTAL EM	\$ 2,633,930.13	

TOTAL OWR \$ 3,907,300.10



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

Wednesday, September 27, 2023

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

SUBJECT: Harmony Phase "A" plat 4.1 into warranty Bond Release

City Recorder:

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

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

Sincerely,



Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
 Harmony phase "A" plat #1 Bond
 Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 7,302.97
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 142.52
Amount Remaining in Bond	\$ 7,160.45

Bond Releases Summary	
#1	\$ 142.52
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 142.52

9/28/2023

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	Mobilization	1	0	LS	\$2,000.00	\$0.00	0	1	100%	\$0.00	\$0.00
b	Import fill	1500	0	TON	\$14.45	\$0.00	0	1500	100%	\$0.00	\$0.00
c	Lot cut/fill	3000	0	CY	\$2.00	\$0.00	0	3000	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	3" Asphalt Roadway	2266	22.66	SF	\$1.55	\$35.12	0	2266	99%	\$35.12	\$35.12
b	6" road base	2266	0	SF	\$0.81	\$0.00	0	2266	100%	\$0.00	\$0.00
c	9" subbase	8500	0	SF	\$0.87	\$0.00	0	8500	100%	\$0.00	\$0.00
d	Rough grade	8500	0	SF	\$0.15	\$0.00	0	8500	100%	\$0.00	\$0.00
e	Sawcut asphalt	3	0	EA	\$100.00	\$0.00	0	3	100%	\$0.00	\$0.00
f	30" Curb & Gutter modified	170	1.7	LF	\$24.50	\$41.65	0	170	99%	\$41.65	\$41.65
g	Sidewalk/trail prep	625	0	SF	\$1.50	\$0.00	0	625	100%	\$0.00	\$0.00
h	4" sidewalk	625	6.25	SF	\$3.85	\$24.06	0	625	99%	\$24.06	\$24.06
3	CULINARY WATER										
a	8" C-900 water line	80	0.8	LF	\$45.85	\$36.68	0	80	99%	\$36.68	\$36.68
b	8" gate valve	2	0	EA	\$2,200.00	\$0.00	0	2	100%	\$0.00	\$0.00
c	1" service	2	0	EA	\$2,010.00	\$0.00	0	2	100%	\$0.00	\$0.00
d	Water collars	2	0	EA	\$400.00	\$0.00	0	2	100%	\$0.00	\$0.00
e	Connect to existing	1	0	EA	\$2,600.00	\$0.00	0	1	100%	\$0.00	\$0.00
4	SEWER										
a	Raise ex. manhole to grade	1	0	EA	\$1,175.00	\$0.00	0	1	100%	\$0.00	\$0.00
b	4" service	2	0	EA	\$1,470.00	\$0.00	0	2	100%	\$0.00	\$0.00
c	Manhole collar	1	0.01	EA	\$500.00	\$50.00	0	1	99%	\$5.00	\$5.00
TOTAL CONSTRUCTION COST						\$142.52					
Original 10% Bond Coverage						\$7,160.45					
TOTAL BOND AMOUNT:						\$7,302.97					
							Released this Period			\$142.52	

Christopher T. Trusty P.E.
 Engineering Director

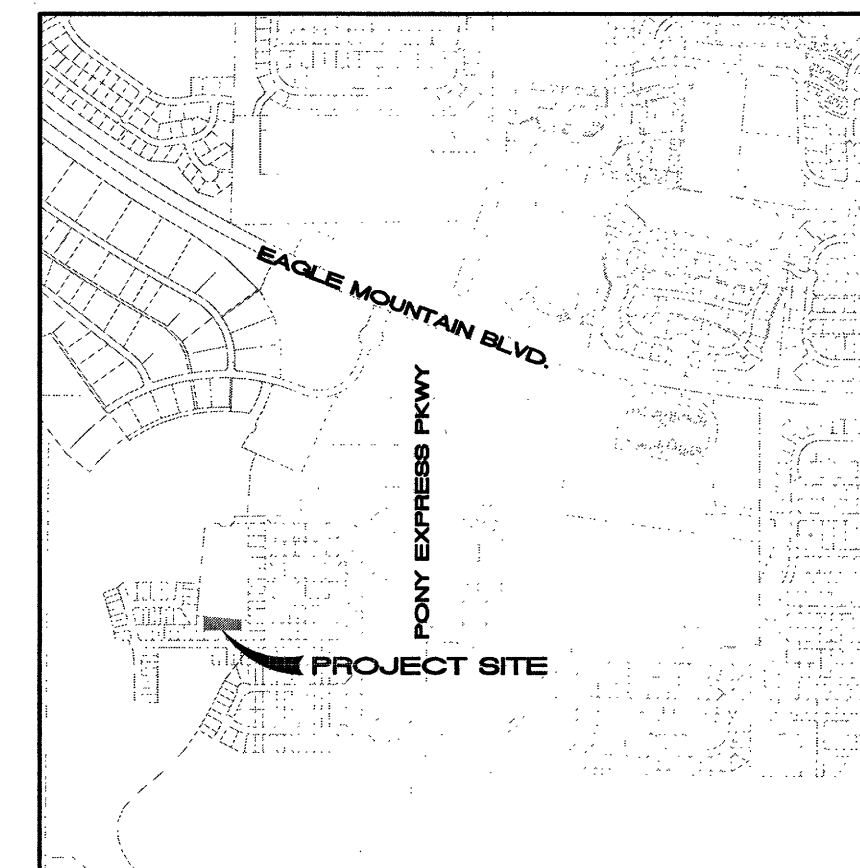
10/2/23
 Date

Robert B. Bault
 Engineering Tech.

10/2/23
 Date

HARMONY PHASE A PLAT 4.1

SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH



VICINITY MAP

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17, I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT, I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

Travis Trane
(SURVEYOR), P.L.S.

May 30, 2023
DATE

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°27'29" West 1544.28 feet along the section line and East 1094.80 feet from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 84°35'42" East 257.14 feet; thence South 00°00'13" West 69.17 feet; thence North 89°59'24" West 256.00 feet; thence North 00°00'13" East 93.35 feet to the point of beginning.

Parcel contains: 0.478 acres

Basis of Bearing: the line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83).

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof.

OWNER(S):
PRINTED

Nate Hutchins
President, BCP Development Inc. 5/31/2023

AUTHORIZED SIGNATURES

[Signature]

ACKNOWLEDGEMENT

On the 31 day of May, 2023, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 6/11/2025

718363
COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE

Matt Rasband
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on 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 22 day of June, 2023

Brent Wright
APPROVED BY MAYOR

[Signature]
APPROVED BY CITY ATTORNEY

Christy Smith
APPROVED BY CITY ENGINEER
(See Seal Below)

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

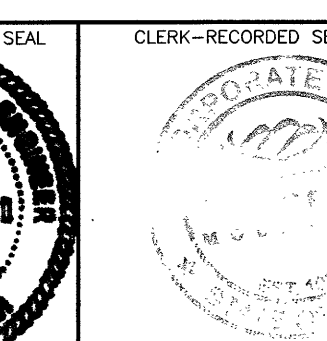
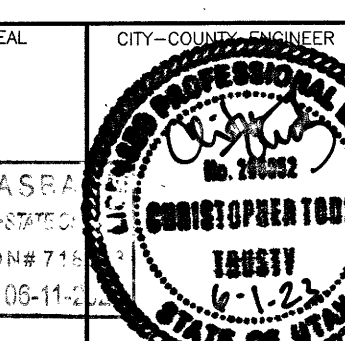
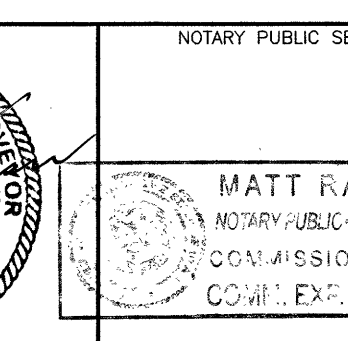
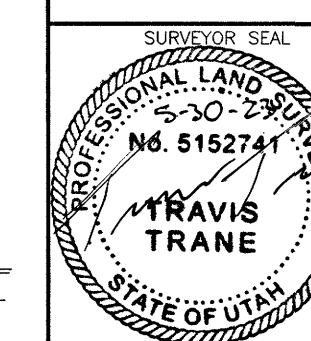
PHASE A PLAT 4.1

HARMONY

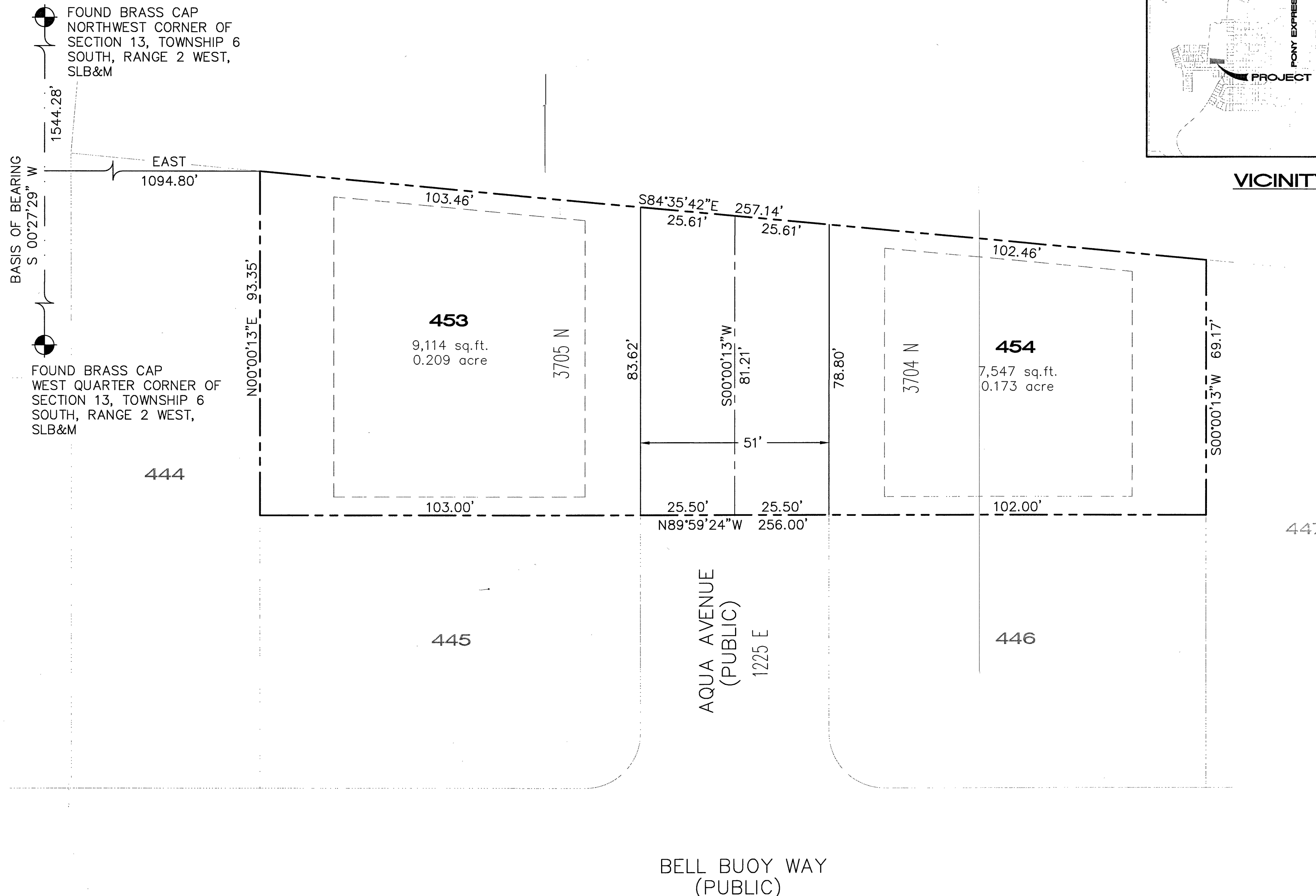
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

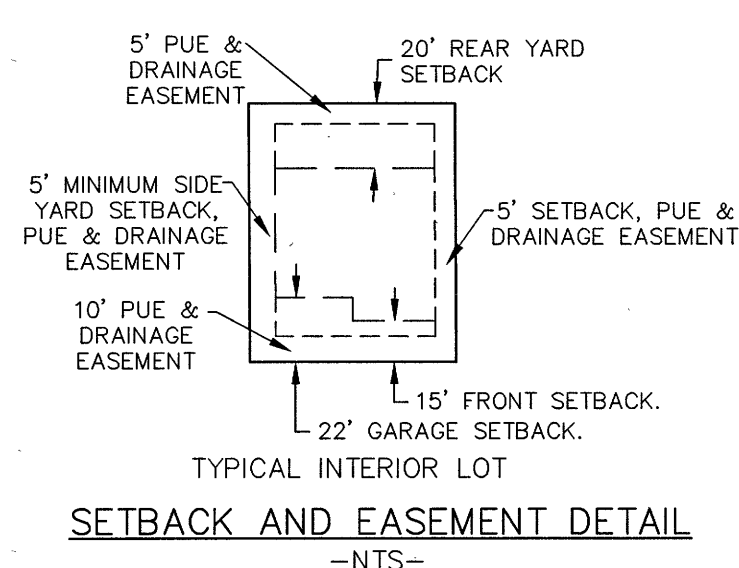
ENT 41990:2023 Map
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jun 28 3:45 PM FEE \$4.00 BY RR
RECORDED FOR EAGLE MOUNTAIN CITY



No. 266052



LAND USE	
ACREAGE:	0.478 acres
ACREAGE IN LOTS:	0.382 acres
ACREAGE IN ROW:	0.096 acres
SINGLE FAMILY LOTS:	2 LOTS
UNIT DENSITY:	4.18 LOTS PER ACRE
PAVEMENT AREA:	2,274 SQ.FT.



SETBACK AND EASEMENT DETAIL
-NTS-

ROCKY MOUNTAIN POWER APPROVAL

- Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann 10-9a-603 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.

- A recorded easement of right of way
- The law applicable to prescriptive rights
- Title 54, Chapter 8a, Damage to Underground Utility Facilities
- Any other provision of law

[Signature]
ROCKY MOUNTAIN POWER 5/31/2023
DATE

DOMINION ENERGY UTAH

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

Questar Gas Company
dba Dominion Energy Utah

Approved this 31 day of May, 2023

By: [Signature] Title: pre-construction prep II

DIRECT COMMUNICATIONS APPROVAL

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

[Signature]
DIRECT COMMUNICATIONS 5-31-23
DATE

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



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

Wednesday, September 27, 2023

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

SUBJECT: Harmony Phase "A" plat 6 into warranty Bond Release

City Recorder:

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

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

Sincerely,



Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Harmony phase "A" plat 6 Bond
Reduced

Engineering Division
2565 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-8671

2nd Bond Release	
Original Bond Amount:	\$ 294,971.41
Previous Release Amount:	\$ 198,372.25
Amount to Release this Period:	\$ 8,136.68
Amount Remaining in Bond:	\$ 88,462.48

Bond Releases Summary	
#1	\$ 8,136.68
#2	\$ -
#3	\$ 198,372.25
#4	\$ -
TOTAL	\$ 206,508.93

9/28/2023

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	0.5	LS	\$6,500.00	\$3,250.00	1	0	100%	\$0.00	\$3,250.00
b	Site cut/fill	1595	797.5	CY	\$3.85	\$3,070.38	1,595	0	100%	\$0.00	\$3,070.38
c	Import fill	5294	2647	TON	\$14.15	\$37,455.05	5,294	0	100%	\$0.00	\$37,455.05
2	ROADWAY IMPROVEMENTS										
a	3" Asphalt Roadway	52520	52520	SF	\$1.30	\$68,276.00	49,894	2626	100%	\$3,413.80	\$68,276.00
b	6" road base	52520	13130	SF	\$0.75	\$9,847.50	49,894	2626	100%	\$492.38	\$9,847.50
c	9" subbase	64350	0	SF	\$0.90	\$0.00	61,133	3217.5	100%	\$0.00	\$0.00
d	4" sidewalk w/6" of compacted base	13310	13310	SF	\$5.50	\$73,205.00	12,645	665.5	100%	\$3,660.25	\$73,205.00
e	ADA ramps & placards	4	4	EA	\$1,400.00	\$5,600.00	4	0.2	100%	\$280.00	\$5,600.00
f	30" Curb & Gutter modified	3380	0	LF	\$21.65	\$0.00	3,211	169	100%	\$0.00	\$0.00
g	Rough grade	95284	0	SF	\$0.14	\$0.00	90,520	4764.2	100%	\$0.00	\$0.00
h	8" Asphalt trail w/base	820	820	SF	\$5.25	\$4,305.00	779	41	100%	\$215.25	\$4,305.00
i	Street Signs	3	3	EA	\$300.00	\$900.00	3	0.15	100%	\$45.00	\$900.00
j	Stop signs	2	2	EA	\$300.00	\$600.00	2	0.1	100%	\$30.00	\$600.00
3	CULINARY WATER										
a	8" C-900 water line 4" fittings	1812	0	LF	\$33.80	\$0.00	0	0	100%	\$0.00	\$0.00
b	8" gate valve	6	0	EA	\$1,730.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	8" tee	2	0	EA	\$1,180.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	1" service	50	0	EA	\$1,850.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	3/4" service	1	0	EA	\$1,600.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	2" temp blow off	3	0	EA	\$1,275.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	Water collars	13	0	EA	\$400.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	Fire Hydrant	4	0	EA	\$5,600.00	\$0.00	0	0	100%	\$0.00	\$0.00
4	SEWER										
a	8" sewer main	1564	0	LF	\$41.20	\$0.00	0	0	100%	\$0.00	\$0.00
b	48" Sewer manholes	3	0	EA	\$4,100.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	60" Sewer manhole	4	0	EA	\$4,875.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	4" Sewer services	50	0	EA	\$1,320.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	Manhole collars	7	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
5	STORM DRAIN										
a	15" storm drainpipe	1083	0	LF	\$43.60	\$0.00	0	0	100%	\$0.00	\$0.00
b	60" Storm drain manholes	2	0	EA	\$3,825.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	2'x3' catch basin	5	0	EA	\$2,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	3'x6' combo box	5	0	EA	\$4,850.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	Storm drain collars	7	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$206,508.93					
Original 10% Bond Coverage						\$88,462.48					
TOTAL BOND AMOUNT:						\$294,971.41	Released this Period			\$8,136.68	

Christopher T. Trasty

Christopher T. Trasty P.E.
Engineering Director

10/2/23
Date

Robert Ballif
Robert Ballif
Engineering Tech.

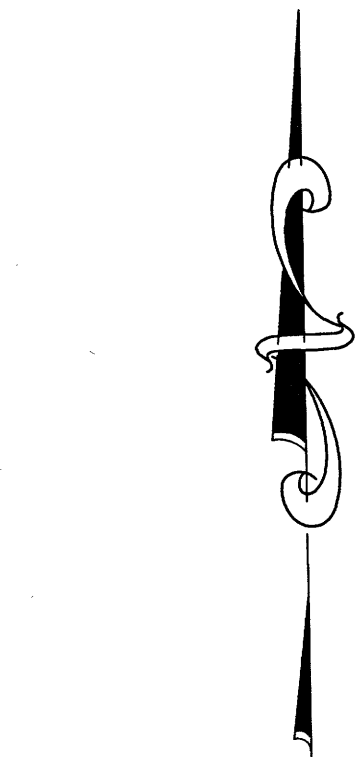
10/2/23
Date

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	265.62	2599.50	5°51'16"	265.52	S87°04'58"W
C2	268.21	2625.00	5°51'16"	268.10	S87°04'58"W
C3	445.48	1584.00	16°06'49"	444.01	N17°13'06"W
C4	184.44	1855.00	5°41'48"	184.36	N24°00'02"W
C5	132.65	2625.00	2°53'44"	132.64	S88°33'44"W
C6	135.56	2625.00	2°57'32"	135.54	S85°38'06"W
C7	91.32	2650.50	1°58'27"	91.32	S85°08'34"W
C8	25.38	15.00	96°57'26"	22.46	N37°39'04"E
C9	392.67	1558.50	14°26'09"	391.63	N18°02'43"W
C10	417.21	1609.50	14°51'07"	416.04	N17°51'38"W
C11	21.38	15.00	81°40'44"	19.62	S51°16'26"E
C12	98.23	2650.50	2°07'24"	98.23	S88°56'54"W
C13	134.43	1829.50	4°12'37"	134.40	N22°56'43"W
C14	8.57	15.00	32°44'39"	8.46	N41°25'21"W
C15	157.08	50.00	180°00'15"	100.00	S32°12'27"W
C16	8.43	15.00	32°12'12"	8.32	S73°53'32"E
C17	22.23	15.00	84°53'41"	20.25	N47°33'32"E
C18	24.90	15.00	95°06'19"	22.14	N42°26'28"W
C19	40.02	20.00	114°38'38"	33.67	S32°41'03"W
C20	104.46	1880.50	3°10'58"	104.45	N23°02'47"W
C21	48.86	1558.50	1°47'47"	48.86	N24°21'54"W
C22	47.35	1558.50	1°44'27"	47.35	N22°35'47"W
C23	55.91	1558.50	2°03'20"	55.91	N20°41'54"W
C24	48.63	1558.50	1°47'15"	48.62	N18°46'36"W
C25	46.09	1558.50	1°41'39"	46.08	N17°02'09"W
C26	48.61	1558.50	1°47'14"	48.61	N15°17'43"W
C27	47.34	1558.50	1°44'25"	47.34	N13°31'53"W
C28	49.88	1558.50	1°50'02"	49.88	N11°44'39"W
C29	37.20	1609.50	1°19'27"	37.20	N11°05'48"W
C30	41.00	1609.50	1°27'34"	41.00	N12°29'19"W
C31	41.00	1609.50	1°27'34"	41.00	N13°56'53"W
C32	41.00	1609.50	1°27'34"	41.00	N15°24'27"W
C33	41.00	1609.50	1°27'34"	41.00	N16°52'02"W
C34	52.00	1609.50	1°51'04"	52.00	N18°31'21"W
C35	41.00	1609.50	1°27'35"	41.00	N20°10'40"W
C36	41.00	1609.50	1°27'35"	41.00	N21°38'15"W
C37	41.00	1609.50	1°27'35"	41.00	N23°05'49"W
C38	41.00	1609.50	1°27'35"	41.00	N24°33'24"W
C39	42.57	1829.50	1°20'00"	42.57	N21°30'25"W
C40	42.56	1829.50	1°19'58"	42.56	N22°50'24"W
C41	49.30	1829.50	1°32'38"	49.30	N24°16'42"W
C42	2.46	50.00	2°49'04"	2.46	S56°23'08"E
C43	21.06	50.00	24°07'56"	20.90	S42°54'38"E
C44	40.00	50.00	45°50'12"	38.94	S7°55'34"E
C45	40.00	50.00	45°50'12"	38.94	S37°54'38"W
C46	40.35	50.00	46°14'28"	39.27	S83°56'58"W
C47	13.21	50.00	15°08'22"	13.17	N65°21'37"W

DIRECT COMMUNICATIONS APPROVAL
Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1 Tariff.
Maureen Culford 2/1/2022
DATE

HARMONY PHASE 'A' PLAT '6'

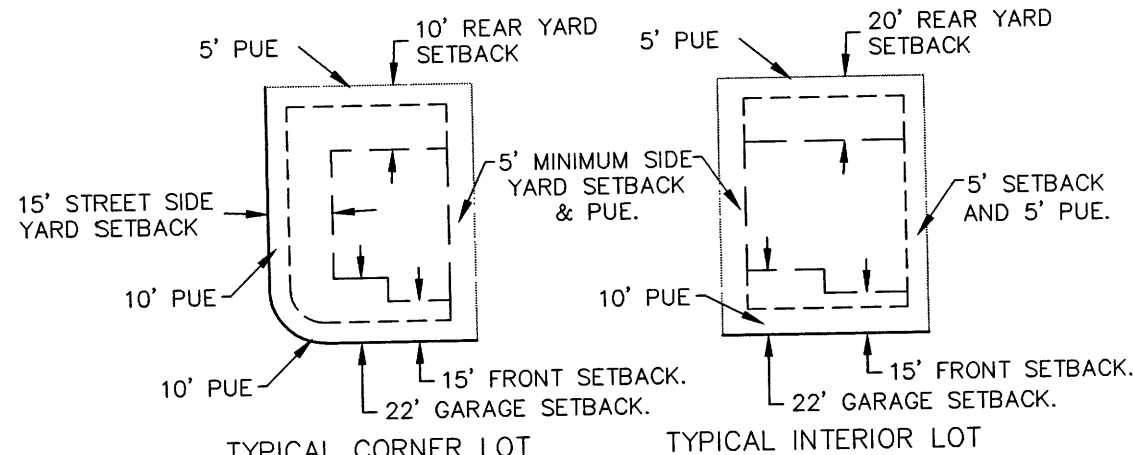
SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH



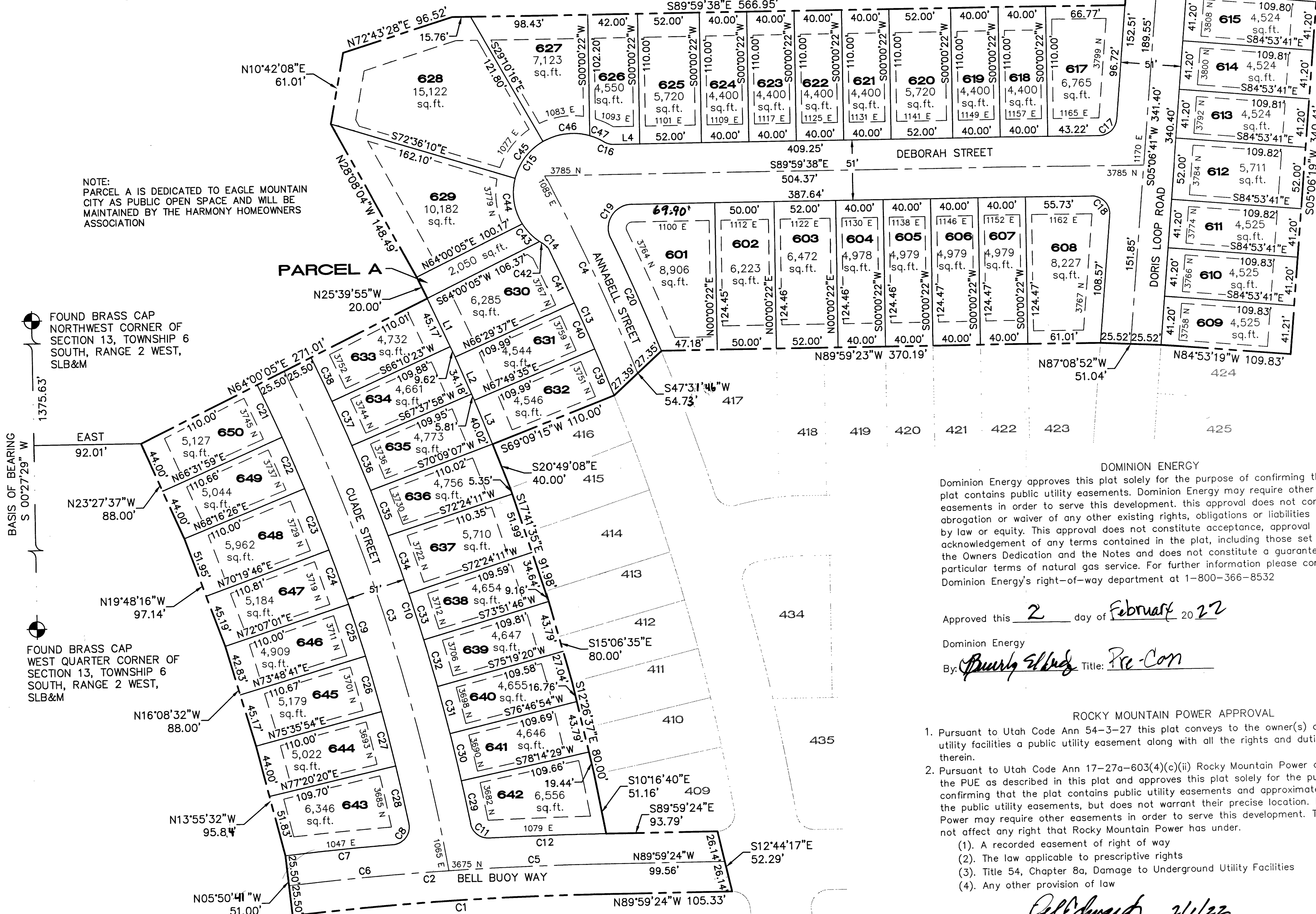
SCALE: 1" = 60'

Line Table		
LINE #	LENGTH	DIRECTION
L1	54.79	N24°25'29"W
L2	40.00	N22°50'23"W
L3	40.02	N21°30'10"W
L4	22.03	S89°59'38"E

LAND USE	
ACREAGE:	8.515 acres
ACREAGE IN LOTS:	6.398 acres
ACREAGE IN ROADS:	2.116 acres
SINGLE FAMILY LOTS:	50 LOTS
UNIT DENSITY:	5.87 LOTS PER ACRE



SETBACK AND EASEMENT DETAIL
-NTS-



DOMINION ENERGY
Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval of acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's right-of-way department at 1-800-366-8532

Approved this 2 day of February 2022

Dominion Energy
By: *Quincy S. King* Title: *Per Con*

- ROCKY MOUNTAIN POWER APPROVAL
- Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
 - Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.
 - A recorded easement of right of way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - Any other provision of law

Chris Edwards 2/1/22
DATE
ROCKY MOUNTAIN POWER

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

Travis Trane 2/1/2022
DATE
(SURVEYOR), P.L.S.

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°27'29" West 1375.63 feet along the section line and East 92.01 feet from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 64°00'05" East 271.01 feet; thence North 25°39'55" West 20.00 feet; thence North 28°08'04" West 148.49 feet; thence North 10°42'08" East 61.01 feet; thence North 72°43'28" East 96.52 feet; thence North 12°44'17" East 566.95 feet; thence North 05°06'41" East 55.79 feet; thence South 84°53'41" East 160.80 feet; thence North 89°59'23" West 340.41 feet; thence North 84°53'19" West 109.83 feet; thence North 87°08'52" West 51.04 feet; thence North 89°59'23" West 370.19 feet; thence South 47°31'46" West 54.73 feet; thence South 69°09'15" West 110.00 feet; thence South 20°49'08" East 40.00 feet; thence South 17°41'35" East 91.98 feet; thence South 15°06'35" East 80.00 feet; thence South 12°26'37" East 80.00 feet; thence South 10°16'40" East 51.16 feet; thence South 89°59'24" East 93.79 feet; thence South 12°44'17" East 52.29 feet; thence North 89°59'24" West 105.33 feet; thence West 265.62 feet along the arc of a 2599.50 foot radius curve to the left, through a central angle of 05°51'16" the chord of which bears South 87°04'58" West 265.52 feet; thence North 05°50'41" West 51.00 feet; thence North 13°55'32" West 95.84 feet; thence North 16°08'32" West 88.00 feet; thence North 19°48'16" West 97.14 feet; thence North 23°27'37" West 88.00 feet to the point of beginning.

Parcel contains: 8.515 acres

Basis of Bearing: the line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83).

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-3a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof.

OWNER(S):
PRINTED: *Building Construction Partners, LLC*
AUTHORIZED SIGNATURES: *Peter Ems, manager*
2/2/22

ACKNOWLEDGEMENT

On the 2 day of February, 2022, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 6/1/25
718363
COMMISSION NUMBER
NOTARY PUBLIC SIGNATURE: *Matt Rasband*
PRINTED NAME OF NOTARY: *Matt Rasband*

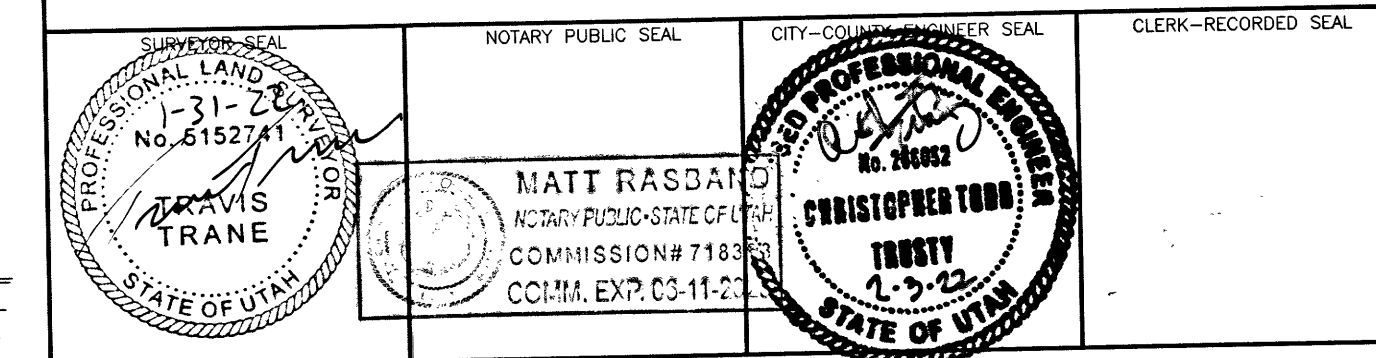
ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 20 day of February, 2022.
Tom A. Jensen APPROVED BY MAYOR
Chris Edwards APPROVED BY CITY ENGINEER
(See Seal Below)
APPROVED BY CITY ATTORNEY: *Chris Edwards*
ATTEST BY CITY RECORDER: *Chris Edwards*
(See Seal Below)

HARMONY PHASE 'A' PLAT '6'

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH





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

Wednesday, September 27, 2023

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

SUBJECT: Harmony Phase "A" plat 7 into warranty Bond Release

City Recorder:

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

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

Sincerely,

Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Harmony phase "A" plat 7 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 78,532.81
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 1,200.00
Amount Remaining in Bond:	\$ 77,332.81

Bond Releases Summary	
#1	\$ 1,200.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 1,200.00

9/28/2023

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	SWPPP	1	0	LS	\$6,600.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	Lot cut /fill	8457	0	CY	\$4.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	Import fill	2538	0	TON	\$14.20	\$0.00	0	0	100%	\$0.00	\$0.00
d	Cut/fill	751	0	CY	\$4.00	\$0.00	0	0	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	3" Asphalt Roadway	40800	0	SF	\$1.40	\$0.00	0	0	100%	\$0.00	\$0.00
b	6" road base	40800	0	SF	\$0.76	\$0.00	0	0	100%	\$0.00	\$0.00
c	9" subbase	50720	0	SF	\$0.92	\$0.00	0	0	100%	\$0.00	\$0.00
d	Sidewalk	11350	0	SF	\$5.75	\$0.00	0	0	100%	\$0.00	\$0.00
e	ADA ramps & placards	2	0	EA	\$1,450.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	30" Curb & Gutter modified	2830	0	LF	\$20.40	\$0.00	0	0	100%	\$0.00	\$0.00
g	Rough grade	76117	0	SF	\$0.14	\$0.00	0	0	100%	\$0.00	\$0.00
h	Street Signs	2	2	EA	\$300.00	\$600.00	0	2	100%	\$600.00	\$600.00
i	Stop signs	2	2	EA	\$300.00	\$600.00	0	2	100%	\$600.00	\$600.00
3	CULINARY WATER										
a	8" C-900 water line	1468	0	LF	\$39.75	\$0.00	0	0	100%	\$0.00	\$0.00
b	8" gate valve	10	0	EA	\$1,900.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	8" bend	4	0	EA	\$650.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	8" tee	1	0	EA	\$1,210.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	1" service	49	0	EA	\$2,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	Water collars	10	0	EA	\$400.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	Fire Hydrant	4	0	EA	\$6,350.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	Blow off	1	0	EA	\$1,520.00	\$0.00	0	0	100%	\$0.00	\$0.00
i	Loop	1	0	EA	\$3,330.00	\$0.00	0	0	100%	\$0.00	\$0.00
4	SEWER										
a	8" sewer main	1326	0	LF	\$44.70	\$0.00	0	0	100%	\$0.00	\$0.00
b	48" Sewer manholes	1	0	EA	\$3,800.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	60" Sewer manhole	4	0	EA	\$5,075.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	4" Sewer services	48	0	EA	\$1,350.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	Raise existing manhole	1	0	EA	\$800.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	Manhole collars	5	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
5	STORM DRAIN										
a	15" storm drainpipe	780	0	LF	\$48.50	\$0.00	0	0	100%	\$0.00	\$0.00
b	60" manhole	2	0	EA	\$3,960.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	Storm drain collars	3	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	Curb Inlet	3	0	EA	\$3,060.00	\$0.00	0	0	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$1,200.00					
Original 10% Bond Coverage						\$77,332.81					
TOTAL BOND AMOUNT:						\$78,532.81	Released this Period			\$1,200.00	

Christopher T. Trusty P.E.
Engineering Director

10/2/23
Date

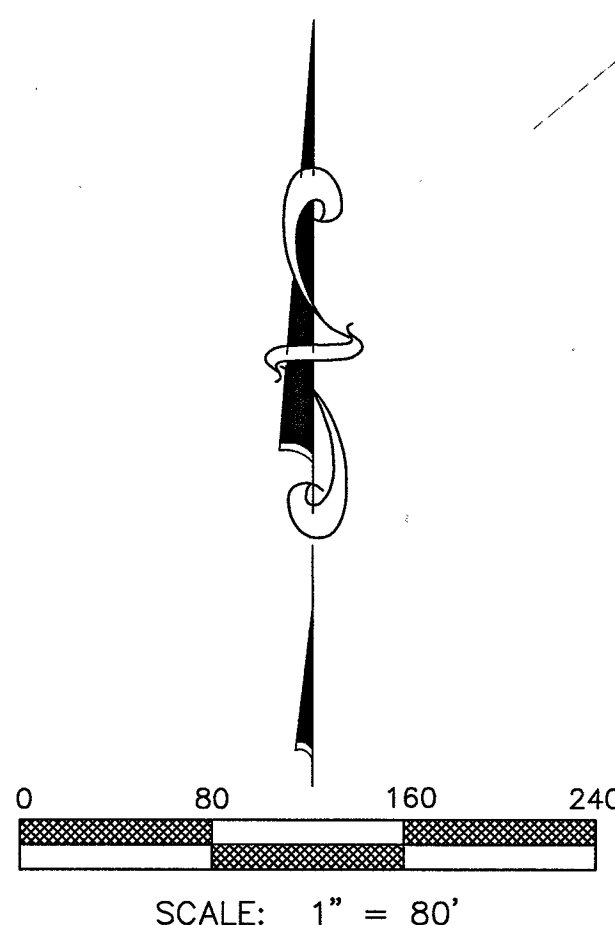
Robert Ballif
Engineering Tech.

10/2/23
Date

HARMONY PHASE 'A' PLAT '7'

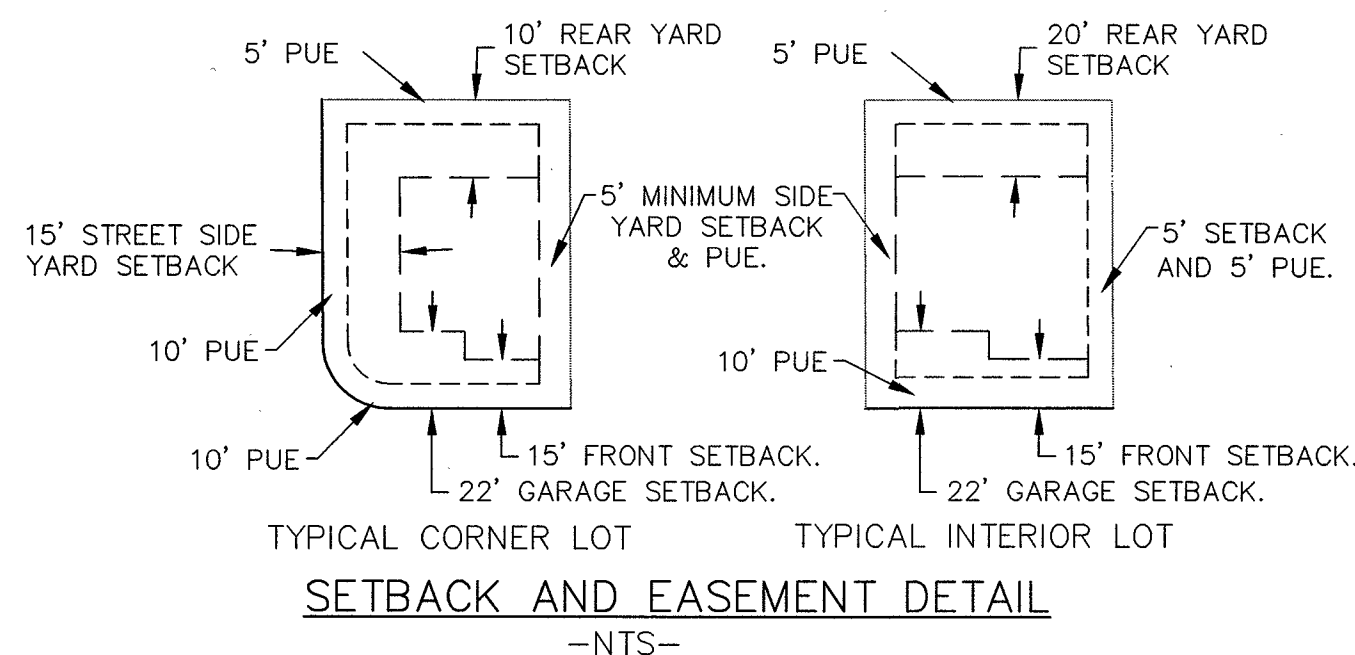
SITUATED IN SECTION 13 and 14, TOWNSHIP 6 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	94.02	2599.50	2°04'20"	94.01	S83°07'09"W
C2	23.61	15.00	90°10'30"	21.25	S36°59'44"W
C3	189.28	1338.50	8°06'09"	189.12	S4°02'27"E
C4	23.56	15.00	90°00'00"	21.21	S45°00'37"W



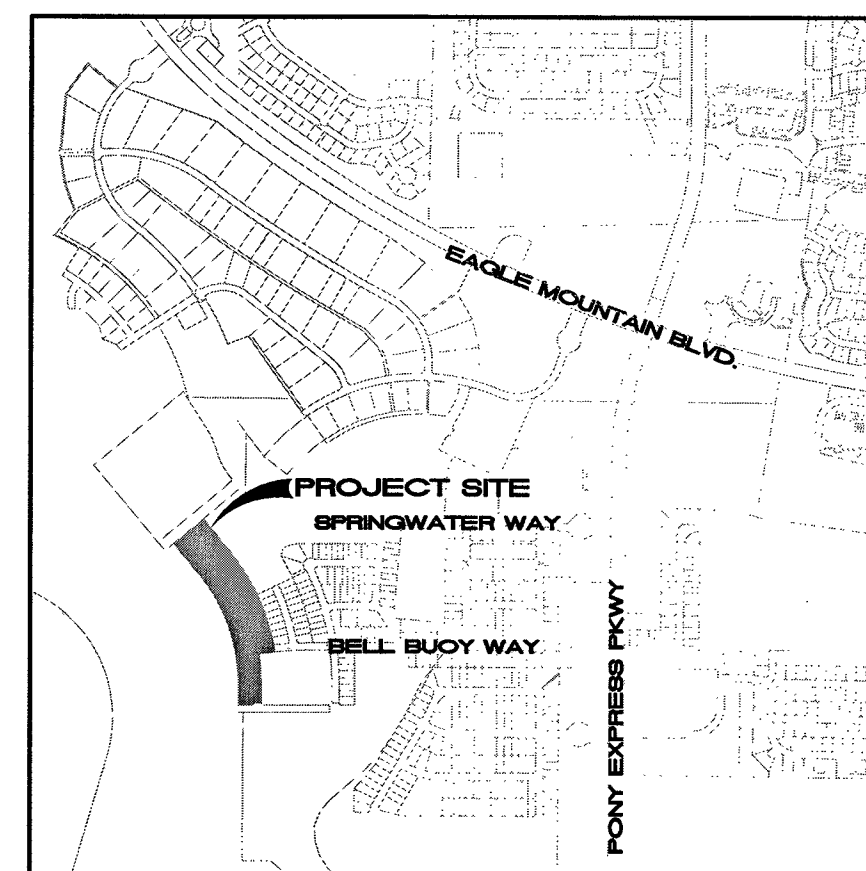
LAND USE	
ACREAGE:	7.474 acres
ACREAGE IN LOTS:	5.774 acres
ACREAGE IN ROADS:	1.700 acres
SINGLE FAMILY LOTS:	49 LOTS
UNIT DENSITY:	6.56 LOTS PER ACRE

NOTE:
PARCEL A AND PARCEL B ARE DEDICATED TO
EAGLE MOUNTAIN CITY AS PUBLIC OPEN SPACE
AND WILL BE MAINTAINED BY THE HARMONY
HOMEOWNERS ASSOCIATION



FOUND BRASS CAP
NORTHWEST CORNER OF
SECTION 13, TOWNSHIP 6
SOUTH, RANGE 2 WEST,
SLB&M

FOUND BRASS CAP
WEST QUARTER CORNER OF
SECTION 13, TOWNSHIP 6
SOUTH, RANGE 2 WEST,
SLB&M



VICINITY MAP

DOMINION ENERGY

Dominion Energy approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy's right-of-way department at 1-800-366-8532

Approved this 23 day of May, 2022

Dominion Energy

By: Quincy Eldridge Title: Pre-Com

ROCKY MOUNTAIN POWER APPROVAL

- Pursuant to Utah Code Ann 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
 - (1) A recorded easement of right of way
 - (2) The law applicable to prescriptive rights
 - (3) Title 54, Chapter 8a, Damage to Underground Utility Facilities
 - (4) Any other provision of law

Carl Edwards 5/19/22
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

Greg 5/19/22
DIRECT COMMUNICATIONS DATE

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 5152741, IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS COMPLETED IN ACCORDANCE WITH SECTION 17-23-17. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS AND THAT MONUMENTS HAVE BEEN PLACED AS SHOWN ON THIS PLAT. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

Travis Trane
(SURVEYOR), P.L.S.

May 17, 2022
DATE

BOUNDARY DESCRIPTION

Beginning at a point which is South 00°27'29" West 847.23 feet along the section line and West 291.31 feet from the Northwest Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence South 39°41'55" East 288.66 feet; thence South 37°45'26" East 91.98 feet; thence South 33°39'49" East 119.96 feet; thence South 29°22'22" East 131.93 feet; thence South 20°57'59" East 20.08 feet; thence South 23°27'37" East 88.00 feet; thence South 19°48'16" East 97.14 feet; thence South 16°08'32" East 88.00 feet; thence South 13°55'32" East 95.84 feet; thence South 05°50'41" East 51.00 feet; thence Westerly 94.02 feet along the arc of a 2599.50 foot radius curve to the left, through a central angle of 02°04'20" the chord of which bears South 83°07'09" West 94.01 feet; thence Southwesterly 23.61 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°10'30" the chord of which bears South 36°59'44" West 21.25 feet; thence Southerly 189.28 feet along the arc of a 1338.50 foot radius curve to the right, through a central angle of 08°06'09" the chord of which bears South 04°02'27" East 189.12 feet; thence South 00°00'37" West 141.21 feet; Thence North 89°59'24" West 51.00 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right, through a central angle of 90°00'00" the chord of which bears South 45°00'37" West 21.21 feet; thence North 89°59'24" West 95.00 feet; thence North 00°00'37" East 189.94 feet; thence North 04°14'57" West 95.75 feet; thence North 08°37'10" West 95.72 feet; thence North 13°16'41" West 95.72 feet; thence North 17°56'13" West 95.72 feet; thence North 22°38'45" West 97.78 feet; thence North 26°57'37" West 20.00 feet; thence North 27°42'24" West 82.70 feet; thence North 32°02'48" West 81.98 feet; thence North 35°49'25" West 77.55 feet; thence North 39°41'09" West 76.98 feet; thence North 39°44'55" West 248.31 feet; thence North 50°14'46" East 271.13 feet to the point of beginning.

Parcel contains: 7.474 acres

Basis of Bearing: the line between the Northwest Corner and the West Quarter Corner of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian which bears South 00°27'29" West (NAD 83).

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9-607, Utah code, without condition, restriction to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof.

OWNER(S):

PRINTED

Peter Evans

BCP Development Inc.

AUTHORIZED SIGNATURES

P

May 19, 2022

ACKNOWLEDGEMENT

On the 19th day of May, 2022, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 6/11/25

718363

COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE

Matt Rasband

PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purpose for the period of use of the public this 23 day of May, 2023

Travis Trane

APPROVED BY MAYOR

Christopher Todd

APPROVED BY CITY ENGINEER
(See Seal Below)

Travis Trane

APPROVED BY CITY ATTORNEY

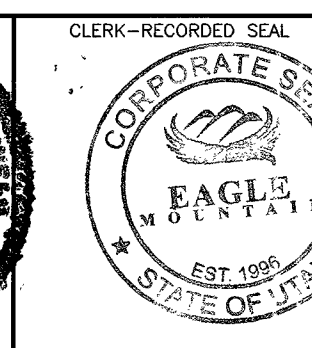
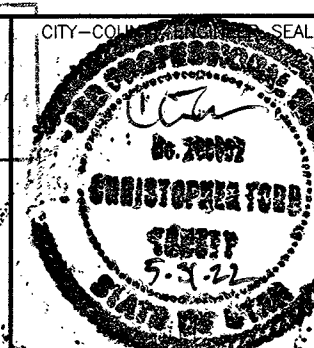
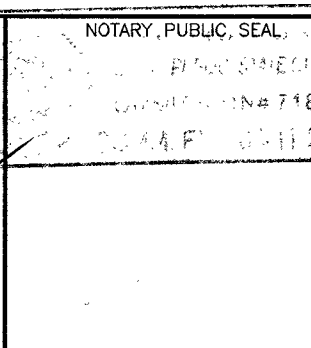
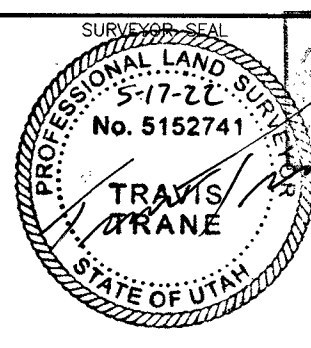
Christopher Todd

ATTEST BY CITY RECORDER
(See Seal Below)

HARMONY PHASE 'A' PLAT '7'

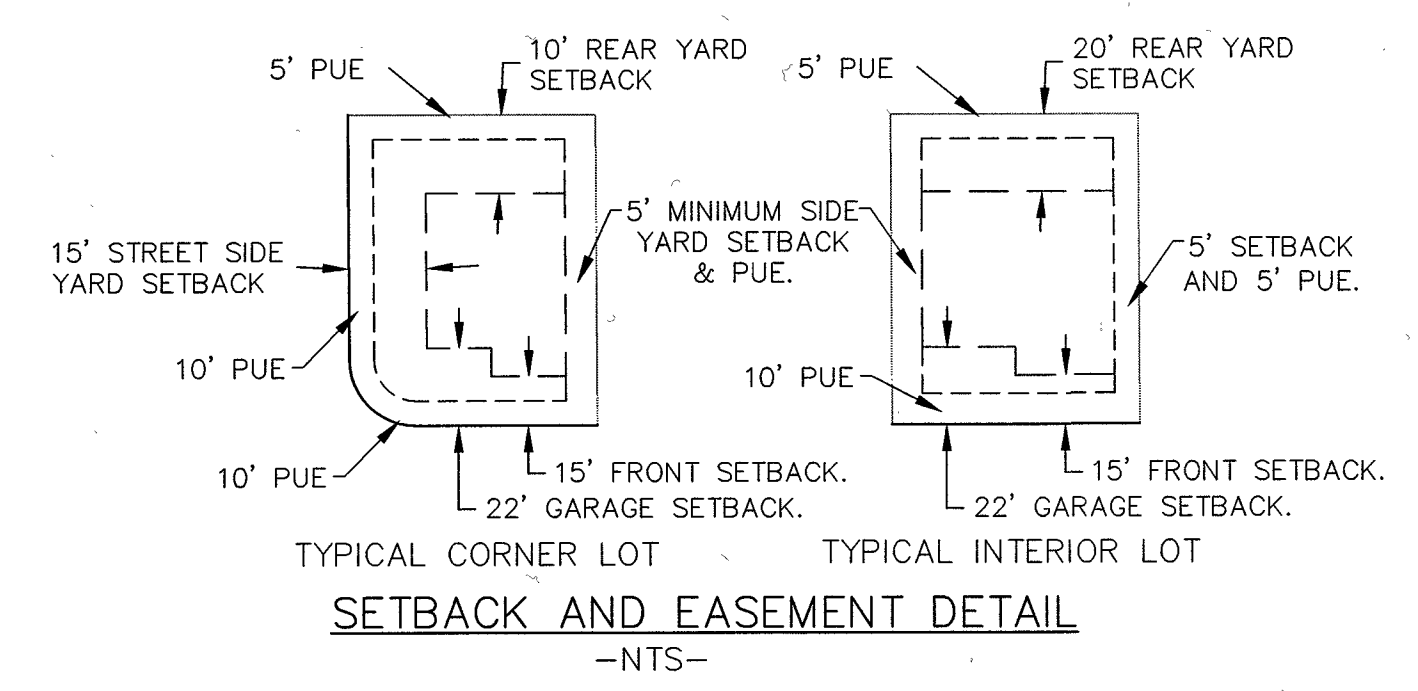
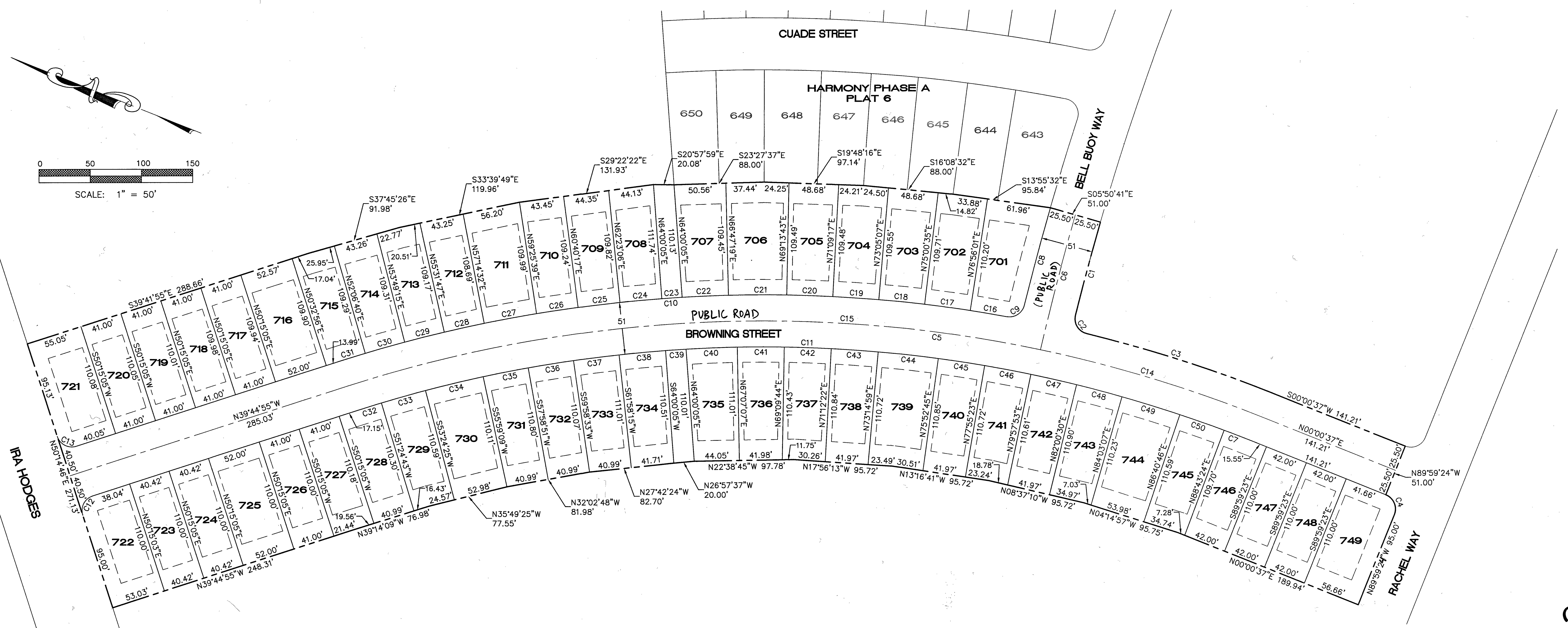
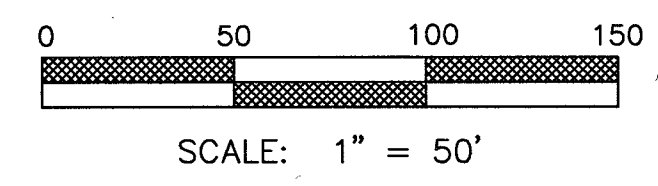
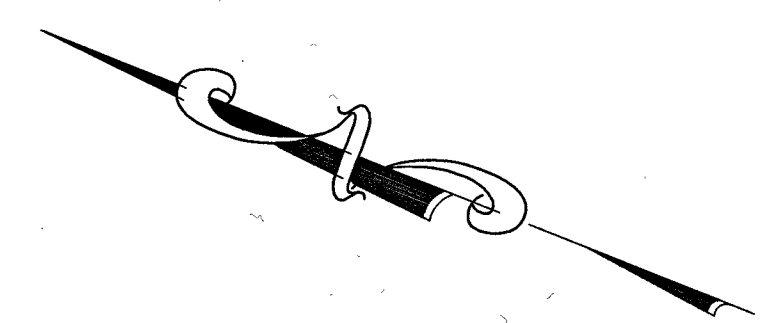
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH



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

Christopher Todd Trusty
#260052



Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	94.02	2599.50	2°04'20"	94.01	S83°07'09"W
C2	23.61	15.00	90°10'30"	21.25	S36°59'44"W
C3	189.28	1338.50	8°06'09"	189.12	S4°02'27"E
C4	23.56	15.00	90°00'00"	21.21	S45°00'37"W
C5	911.12	1313.00	39°45'32"	892.95	N19°52'09"W
C6	136.19	2625.00	2°58'21"	136.17	S82°40'09"W
C7	28.92	1287.50	1°17'13"	28.92	N0°38'00"W
C8	98.52	2650.50	2°07'47"	98.52	S83°05'26"W
C9	22.63	15.00	86°27'04"	20.55	S54°44'56"E
C10	659.38	1338.50	28°13'31"	652.73	N25°38'09"W
C11	893.43	1287.50	39°45'32"	875.61	N19°52'09"W
C12	23.56	15.00	90°00'19"	21.21	N84°45'05"W
C13	23.56	15.00	89°59'41"	21.21	S51°45'55"W
C14	226.00	1313.00	9°51'43"	225.72	N4°55'15"W
C15	685.12	1313.00	29°53'49"	677.38	N24°48'01"W
C16	36.05	1338.50	1°32'35"	36.05	N12°17'41"W
C17	45.00	1338.50	1°55'35"	45.00	N14°01'46"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C18	45.00	1338.50	1°55'35"	45.00	N15°57'21"W
C19	45.00	1338.50	1°55'35"	45.00	N17°52'56"W
C20	45.00	1338.50	1°55'35"	45.00	N19°48'30"W
C21	57.00	1338.50	2°26'24"	57.00	N21°59'29"W
C22	45.21	1338.50	1°56'08"	45.21	N24°10'45"W
C23	20.00	1338.50	0°51'23"	20.00	N25°34'30"W
C24	40.96	1338.50	1°45'12"	40.96	N26°52'48"W
C25	41.07	1338.50	1°45'29"	41.07	N28°38'08"W
C26	41.07	1338.50	1°45'29"	41.07	N30°23'37"W
C27	52.00	1338.50	2°13'33"	52.00	N32°23'08"W
C28	40.00	1338.50	1°42'44"	40.00	N34°21'17"W
C29	40.00	1338.50	1°42'44"	40.00	N36°04'01"W
C30	40.00	1338.50	1°42'44"	40.00	N37°46'45"W
C31	26.01	1338.50	1°06'48"	26.01	N39°11'31"W
C32	26.08	1287.50	1°09'38"	26.08	N39°10'06"W
C33	44.83	1287.50	1°59'42"	44.83	N37°35'26"W
C34	57.95	1287.50	2°34'44"	57.95	N35°18'13"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C35	44.83	1287.50	1°59'42"	44.83	N33°01'00"W
C36	44.83	1287.50	1°59'42"	44.83	N31°01'18"W
C37	44.83	1287.50	1°59'42"	44.83	N29°01'36"W
C38	45.63	1287.50	2°01'50"	45.63	N27°00'50"W
C39	20.00	1287.50	0°53'24"	20.00	N25°33'13"W
C40	50.05	1287.50	2°13'38"	50.04	N23°59'42"W
C41	45.92	1287.50	2°02'37"	45.92	N21°51'34"W
C42	45.92	1287.50	2°02'37"	45.92	N19°48'57"W
C43	45.92	1287.50	2°02'37"	45.92	N17°46'20"W
C44	59.04	1287.50	2°37'39"	59.04	N15°26'11"W
C45	45.92	1287.50	2°02'37"	45.92	N13°06'03"W
C46	45.92	1287.50	2°02'37"	45.92	N11°03'26"W
C47	45.92	1287.50	2°02'37"	45.92	N9°00'49"W
C48	45.92	1287.50	2°02'37"	45.92	N6°58'12"W
C49	59.04	1287.50	2°37'39"	59.04	N4°38'03"W
C50	45.92	1287.50	2°02'37"	45.92	N2°17'55"W

TRANE ENGINEERING, P.C.
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PHASE 'A' PLAT '7'
SHEET 2
HARMONY
A RESIDENTIAL SUBDIVISION
EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL

PROFESSIONAL LAND SURVEYOR
No. 5152741
TRAVIS TRANE
STATE OF UTAH

NOTARY PUBLIC SEAL

MATT R. SEBASTIAN
NOTARY PUBLIC
COMMISSION # 7161
EXPIRATION 01-01-2025

CITY SEAL

PROFESSIONAL
No. 2019522
CHRISTOPHER L. COOPER
STATE OF UTAH

CLERK-RECORDED SEAL

18703 2nd



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

October 3, 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 Donna Burnham, Carolyn Love, and Brett Wright. Councilmembers Colby Curtis and Jared Gray were excused.

CITY STAFF PRESENT: Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Tyler Maffitt, Communications Manager; Brandon Larsen, Planning Director; David Stroud, Senior Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; and B.J. Eccles; Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Michele Graves, Library Director; and Elizabeth Fewkes, Recording Secretary.

Mayor Westmoreland called the meeting to order at 4:12 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Community Development

- In September the City issued 74 new residential permits, 68 single-family and 6 multifamily.
- A commercial permit was issued for Papa John's in the Ranches on Pony Express Parkway.
- The Planning Commission completed training on ethics, conflict of interest, and the Open and Public Meetings Act.
- The City hired a new Planning Director, Brandon Larsen.

Economic Development

- The Clipperz grand opening is this Thursday at 4:00 p.m.
- Swig is opening this Friday at 10:00 a.m.
- Other businesses opening soon include Taqueria 27, Wing Stop, and Burt Brothers. Businesses likely to open within the next two to three months include Chipotle, Noodles & Co., and America First Credit Union.

Engineering

- Silver Creek Way across the Tickville Wash in Silverlake was paved on Friday

- Materials for the traffic signals at Woodhaven Boulevard, Major Street, and Stonebridge Lane were delayed until Friday, October 6th.
- Asphalt for Mid Valley Road was pushed back until October 16th. The City is working with the contractor to try to have that date moved up. Striping is still scheduled for October 19th.
- The City began advertising for proposals for the Mid Valley extension project with bid awards anticipated at the November 7th City Council meeting. The appraisals are still ongoing.
- Asphalt for Walden Park is scheduled for next week with striping scheduled for October 19th.
- Grimshaw continues drilling operations at Well 7 and reached a depth of 60 feet as of last Thursday.
- The startup operations for the Pony Express booster pump have been completed.
- The startup process for the Wastewater Headworks Building should begin by the end of next week and be substantially completed by mid-month.

Parks, Recreation, Events, and Cemetery

- Smith Ranch Community Park – The contractor is installing underground utilities and electrical. The contractor is continuing to work on asphalt trails and parking lots. The existing two-stall restroom has been removed and installed at the Hidden Valley Bike Trailhead. The contractor is extending the utilities for the new restroom that will be installed in the park.
- Staff has pushed the off-street, master-trail database update, which will be presented as a discussion item to the Planning Commission on Tuesday, October 10, 2023. It will then be presented to the City Council on Tuesday, October 17, 2023.
- Staff have been working to complete the horseshoe pit at the Senior Center Building.
- Staff will be posting a request for proposals by the end of the week to take proposals for a City-wide Tree Master Plan.

Streets and Stormwater

- Staff has ordered an additional 77 streetlights on Pony Express Parkway from Lake Mountain Road to Eagle Mountain Boulevard. A four to eight-month wait time for the delivery of the streetlight material is anticipated. Once the materials arrive staff will coordinate with Black & McDonald to get them installed.

Public Utilities

- Staff will be adjusting sourcing into the water system that will remove the use of Central Water Project (CWP) water.
- Well #3 motor grounded out, the motor is currently in the shop getting rewound, so it can be put back into service.
- Staff will be running the secondary waterline through the booster pump at Cory Wride Memorial Park on Monday, October 9, 2023. Staff will continue to use the water for a couple of weeks before it is shut off for the season.

1.B. UPDATE – Lobbyist David Steward

Lobbyist David Steward provided an update on his lobbyist efforts to secure grants, promote transportation funding, to educate and hold tours to help policymakers understand the astronomical growth in Eagle Mountain. He also discussed legislative items and policy issues of interest to the City Council.

1.C. DISCUSSION – Chapter 15 Construction Standards Code Amendments

City Engineer Chris Trusty presented the item. With new updates to State Code, Eagle Mountain City Public Works and Engineering Staff have reviewed the City's Construction Standards with the intention of updating the standards to reflect issues or concerns that are not addressed in the existing standards. Most of the recommended changes are intended to clarify vague or ambiguous portions of the current code. Staff does not believe that these updates will necessarily add costs or time delays to construction projects. These updates will be presented to the Planning Commission and then brought back to the City Council for adoption/approval. Mr. Trusty reviewed the proposed changes to Eagle Mountain Municipal Code.

Councilmember Wright requested a review of the storm drain standards due to recent flooding in the City.

Councilmember Love expressed appreciation to staff for addressing soil compaction issues.

1.D. DISCUSSION – Unified Fire Service Area Tax Rate

Unified Fire Service Area (UFSA) District Administrator and Legal Counsel Rachel Anderson explained that UFSA is a taxing entity that uses collected taxes to go directly toward fire service costs. UFSA is a member of Unified Fire Authority (UFA). UFA is a governmental entity that provides emergency services on behalf of its member entities. The purpose of the proposed tax increase includes four-handed crews, upgrading fire stations, cost of service, and maintaining the board-approved minimum fund balance. The last tax increase of 9.65% occurred in 2018. The UFSA Board proposes a tax increase of 12% in 2024. Increased cost factors include general inflation, wages, capital replacement, and building construction.

United Fire Authority Fire Chief Dominic Burchett detailed the cost increases experienced by UFA from 2018 to 2023:

- Turnout set 61% - \$2,349 to \$3,785
- Fuel 40% - from \$479,457 to \$673,471
- Medical supplies 15% - 504,922 to \$582,507
- Type 1 Engine 32% - \$621,170 to \$822,216
- Ambulance 27% - \$270,709 to \$344,209
- Ladder Truck 69% - \$1,005,000 to \$1,700,000
- Entry-level wages 11.37% - \$44,227 to \$49,254
- Building Constructions 91% - from \$290/square foot to \$554/square foot

Chief Burchett continued to state the Consumer Price Index (CPI) has increased 27.8% from 2018 to 2023 at a faster rate than pay increases causing recruiting challenges. While seismically proofing fire stations funded through a Federal Emergency Management Agency (FEMA) grant, they

discovered that several fire stations needed to be rebuilt in addition to the construction of new fire stations.

UFA Chief Financial Officer Tony Hill spoke about UFA's future needs related to population growth, call volume increase, and capital improvements. Based on a residential home value of \$562,000, the proposed increase of 12% will result in an average residential increase from \$413.88 to \$463.55 with a \$49.67 annual or \$4.14 monthly increased cost in taxes. Average commercial costs would increase from \$752.52 to \$842.82 with a difference of \$90.30 annually or \$7.53 monthly. The public hearing for the 2024 UFSA proposed tax increase will be held on Tuesday, December 5, 2023, at 6:00 p.m. at the Unified Fire Authority Boardroom located at 3380 S. 900 W. Salt Lake City, Utah 84119. A virtual attendance option will also be available.

Chief Burchett confirmed that with the opening of the new fire stations, all Eagle Mountain stations have four-handed crews.

Councilmember Wright stated that although he recognizes that a tax increase will be felt by some members of the public, he is grateful for the services provided by UFA and thinks the benefits and value outweigh the additional expense.

Mayor Westmoreland concurred and said that UFA and UFSA have been great partners and provide excellent service.

2. AGENDA REVIEW

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 17.80.080 Off-premises Ladder Signs.

Economic Development Director Evan Berrett presented the item. earlier this year, the city agreed to change some language in the ladder sign agreement with the Eagle Mountain Chamber of Commerce to enable the Economic Development Director to approve advertising copy, and for the sign headers to be modified to the Chamber of Commerce logo. The Municipal City Code does not currently reflect those changes and should be amended to match.

Eagle Mountain Chamber of Commerce President Melissa Clark, clarified that the language in EMMC 17.80.080(C) would be amended to remove the word “full” and retain the words “large slats.”

15.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance and Chapter 15.50 Storm Drains.

City Engineer Chris Trusty presented the item. In June 2022, Eagle Mountain City was audited by the Utah Department of Environmental Quality. The City received an 88-page report that outlined deficiencies in City policy that conflict with the State MS4 Permit. As part of this audit, the State asked for portions of Eagle Mountain Municipal Code to be updated to reflect actual language contained in the permit by adding the following verbiage:

- 13.75.110(B)(2)(e): “BMPs should be selected based on their ability to adequately protect water quality and the BMP manual shall outline the removal performance expected from the selected BMP as well as the technical basis for supporting the pollutant removal performance.”
- 13.75.110(D)(9): “Low Impact Design Considerations. The plan will be evaluated for the utilization of Low Impact Development (LID) approaches such as infiltration, evapotranspiration, or rainwater harvesting or reuse.”
- 13.75.110(D)(10): “Any retention requirement infeasibilities that may occur are to be documented and a rationale shall be provided for alternative design criteria that uses LID practices to the maximum extent possible.”
- 13.75.150(B)(16): “Individual residential car washing.”
- 13.75.150(B)(17): “Dechlorinated water reservoir discharges.”
- 15.50.070: “Redevelopment projects disturbing greater than one acre, including projects part of a common plan of development or sale which disturbed an acre or greater must provide a site-specific plan for net gain to onsite storm water retention or a reduction to impervious surfaces. Redevelopment projects increasing impervious surfaces by greater than 10% must prevent off-site discharge of the net increase in storm water volume associated with precipitation from all rainfall events less than or equal to the 80th percentile rainfall event.”

Councilmember Wright expressed his support for the change to EMMC 15.50.070 to allow the water to permeate the soil and drain into the aquifer where it is the most beneficial.

16. MOTION/PUBLIC HEARING

16.A. MOTION/PUBLIC HEARING – Taqueria 27 Restaurant Liquor License Variance Request.

Business License Specialist Johna Rose presented the item. The applicant is requesting a variance to have a restaurant liquor license at 3578 E. Pony Express Parkway, Suite 101. Eagle Mountain Municipal Code is more restrictive than the State Code. The applicant meets all Eagle Mountain Municipal Code (EMMC) requirements, except for the 600-foot distance from a restricted facility, following pedestrian travel. The daycare center at 3563 E. Ranches Parkway is considered a restricted facility as per EMMC Section 5.15.10 Definitions. The applicant meets all State restaurant liquor license codes. The State distance requirement for a restaurant liquor license is 300 feet to a community location, following pedestrian travel, or 200 feet in a straight line to the property boundary, and the daycare center is not considered a community location. The City Council may grant a variance if it finds, after a full investigation by a Code Enforcement Officer, that compliance with distance requirements would result in peculiar and exceptional practical difficulties or exceptional and undue hardships to the applicant.

Assistant City Administrator/City Recorder Fionnuala Kofoed stated that the owner of the daycare near the business has submitted a letter supporting Taqueria 27 to the City.

City Attorney Marcus Draper confirmed that this variance request differs from a land use variance in legal standards and it is within the discretion of the City Council to grant a variance to Municipal Code proximity requirements.

Applicant Laxman Paudyal said this is his fifth restaurant location. He has maxed out his investments and has hired and is in the process of training 25 employees. If the business is successful, he will hire an additional 25 to 30 individuals. The sales tax contribution from this location will be between \$162,000 to \$200,000 a year, a portion of which will be from alcohol sales. They strive to serve liquor responsibly by limiting each patron to three alcoholic beverages per visit. He hopes to open the business in two to three days. It will be the first, sit-down, fine-dining restaurant in the City.

17. MOTION

17.A. MOTION – Clarification of the Effective Date of an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Titles 16 Subdivisions and 17 Zoning.

City Attorney Marcus Draper explained that at the September 19, 2023, meeting the City Council approved a Municipal Code amendment in order to be in compliance with the State Code that goes into effect February 1, 2024. The effective date for the Municipal Code change was inadvertently excluded from the motion. This item requests a motion to clarify the effective date for the changes.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

<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.

The meeting was adjourned at 5:29 p.m.

7:00 P.M. POLICY SESSION

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

CITY STAFF PRESENT: Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Brandon Larsen, Planning Director; David Stroud, Senior Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; and B.J. Eccles; Sergeant.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Mack Straw, Public Utilities Manager; and Elizabeth Fewkes, Recording Secretary.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:07 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Love led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City invites residents to our next Movie in the Park for the showing of “Hocus Pocus” on Saturday, October 7th at 7:15 p.m. at Cory Wride Park. Free popcorn will be available while supplies last.
- Residents are also encouraged to attend Halloween Town which takes place earlier in the day on October 7th. Trick-or-Treating, a petting zoo, and a Halloween Town Car Show will be available for enjoyment.
- Residents can obtain CPR training throughout the month of October with the City’s 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.

Mayor Westmoreland announced that an Emergency Broadcast System test is scheduled on October 4th at 12:30 p.m.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:10 p.m.

Trenton Siggard requested improvements to increase cyclist safety in the City. He suggested holding more bike rodeo events with better advertising and updating the City website to facilitate submitting written public comments and finding the live stream for the meeting.

Spencer Shattuck submitted a public comment form regarding intersection safety.

Chris Sullivan submitted an email he requested to have read during the meeting regarding safety issues for cyclists as he has been hit by a vehicle once and almost hit by vehicles many times on Pony Express Parkway near Cedar Valley High School. He requested increased cyclist safety measures in the City.

Mayor Westmoreland closed public comment at 7:16 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Wright

Councilmember Wright welcomed the public and members of Unified Fire Authority and the Utah County Sheriff's Office in attendance. He recognized the volume of work accomplished by staff members and expressed gratitude for their Herculean efforts. On October 23rd at 5:30 p.m. the Senior Citizen Advisory Board is holding a Meet the Candidates Night.

Councilmember Love

Councilmember Love thanked the individuals participating in the meeting and echoed Councilmember Wright's gratitude to staff.

Councilmember Burnham

Councilmember Burnham supported the sentiments of gratitude expressed by the other Councilmembers to staff and the meeting participants. She thanked residents for sharing potential solutions to their concerns.

CONSENT AGENDA

9. AGREEMENTS

9.A. GIS Subscription Agreement – ESRI

10. BID AWARDS

10.A. Sunset Flats Subdivision Improvement Punchlist – Sunset Mountain Machinery

10.B. Water Reuse Plan Update – Bowen Collin and Associates

11. CHANGE ORDERS

11.A. Well 8 Drilling Change Order #2 – Grimshaw Drilling LLC

12. MINUTES

12.A. September 19, 2023 Minutes – Regular City Council Meeting

13. PRELIMINARY PLAT

13.A. PRELIMINARY PLAT – Firefly 5 Phase A

14. RESOLUTION

14.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual Regarding Preemployment Testing and Causes for Disciplinary Action.

MOTION: *Councilmember Wright moved to approve the consent agenda. Councilmember Burnham 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

15. ORDINANCES/PUBLIC HEARINGS

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 17.80.080 Off-premises Ladder Signs.

Mayor Westmoreland opened the public hearing at 7:21 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 Eagle Mountain Municipal Code Section 17.80.080 Off-Premises Ladder Signs. 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.

15.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance and Chapter 15.50 Storm Drains.

City Engineer Chris Trusty clarified that soap used for washing cars would not be considered a pollutant; however, a degreaser would probably be considered a pollutant.

Mayor Westmoreland opened the public hearing at 7:23 p.m. As there were no comments, he closed the hearing.

MOTION: ***Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Chapter 13.75 Eagle Mountain City Storm Water Ordinance and Chapter 15.50 Storm Drains. 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.

16. MOTION/PUBLIC HEARING

16.A. MOTION/PUBLIC HEARING – Taqueria 27 Restaurant Liquor License Variance Request.

Mayor Westmoreland opened the public hearing at 7:25 p.m.

Trenton Siggard stated that he is excited to have another business near his home and supports the application.

Jody Zabriskie, owner of A to Z Building Blocks a preschool near the restaurant, submitted a letter of support for the business.

Mayor Westmoreland closed the public hearing at 7:26 p.m.

Councilmember Wright asked why Eagle Mountain City has a greater distance requirement than the State requirement for a restaurant liquor license.

City Attorney Marcus Draper stated the State liquor license requirements have been amended frequently and the difference between the standards could be due to Municipal Code not being updated simultaneously with State Code.

Business License Specialist Johna Rose verified that State Code restaurant liquor license requirements were updated in 2018 and Eagle Mountain Municipal Code standards have not been amended. The City Council can direct staff to amend the standards to reflect the changes to the State Code if desired.

Discussion ensued regarding consideration for updating the standards in light of the application for an Applebee's location and the desire to attract more sit-down restaurants to develop in the city.

Councilmember Love noted that some residents might celebrate the City granting a liquor license and others might be displeased. Nevertheless, as most residents desire more sit-down dining opportunities, approving liquor licenses is a component of attracting and allowing many such restaurants.

Councilmember Burnham expressed appreciation to the applicant for being a good citizen by limiting the number of alcoholic beverages served to patrons which gives her reassurance in approving the application.

MOTION: *Councilmember Wright moved to approve the Taqueria 27 restaurant liquor license variance with a finding that compliance with Eagle Mountain Municipal Code distance requirements would result in peculiar and exceptional practical difficulties or exceptional and undue hardships to the applicant and request that staff review the restaurant liquor license distance requirements in existing Municipal Code and bring back an amendment for City Council review. Councilmember Burnham seconded the motion.*

AMENDED MOTION: *Councilmember Wright moved to approve the Taqueria 27 restaurant liquor license variance with a finding that compliance with Eagle Mountain Municipal Code distance requirements would result in peculiar and exceptional practical difficulties or exceptional and undue hardships to the applicant and request that staff review the restaurant liquor license distance requirements and restricted facilities in existing Municipal Code and bring back an amendment for City Council review. Councilmember Burnham seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***
☐ ***Colby Curtis***

Those Voting No

☐ ***Donna Burnham***
☐ ***Colby Curtis***

Those Abstaining

☐ ***Donna Burnham***
☐ ***Colby Curtis***

Those Absent

☐ ***Donna Burnham***
☒ ***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.

17. MOTION

17.A. MOTION – Clarification of the Effective Date of an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Titles 16 Subdivisions and 17 Zoning.

Mr. Draper explained that this item clarifies the effective date for the ordinance approved at the previous meeting and State Code requires an effective date of no later than February 1, 2024.

SUBSTITUTE MOTION: Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Titles 16 Subdivisions and 17 Zoning to clarify the effective date of February 1, 2024, and the intent of Council of the previous approval. 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.

18. LEGISLATIVE ITEMS

18.A. UPDATE – Legislative Priorities List

Director of Legislative Affairs Clifford Strachan discussed the progress and status of the items on the Legislative Priorities List with staff and the City Council and clarified the differences between the priority list and action requests. The City Council requested a systematic, scheduled review of the list and asked Mr. Strachan to solicit feedback from staff about methods to improve the process.

Assistant City Administrator/City Recorder Fionnuala Kofoed explained that the Councilmembers would need to set up individual accounts to save and use the proposed standard City background in Lifesize.

19. CITY COUNCIL/MAYOR'S BUSINESS

20. CITY COUNCIL BOARD LIAISON REPORTS

Mayor Westmoreland

Mayor Westmoreland stated the city is in the midst of changes to advisory board positions. The Utah League of Cities and Towns is preparing for the upcoming legislative session. Mountainland Association of Government will be holding a meeting on Thursday.

Councilmember Burnham

Councilmember Burnham said the Youth Council will meet on October 11th and will nominate an individual to replace Gabbi Pengra as a Youth Council Member. The nomination will be approved by the City Council at the subsequent meeting. The election to replace Senator Jake Anderegg will be held next Wednesday. She noted Eagle Mountain City's influence and interest in the race and recommended that City representatives reach out to the winner of the election. She will be unable to attend the Development Review Committee (DRC) on Tuesday from 1:00 to 3:00 p.m.

Councilmember Wright stated that he could attend the DRC meeting in Councilmember Burnham's place.

Councilmember Love

Councilmember Love reported that the City had excellent participation at Shop Fest in September. Halloween Town will be held on October 7th. Programming Staff will visit local schools in November and December. Book clubs can obtain books through Book Buzz and only need to pay for postage. Between July 1, 2023 and September 30, 2023, the Library issued 804 new library cards.

Councilmember Wright

Councilmember Wright met with American Legion Post 11, a representative from the Cemetery Advisory Board, Assistant City Administrator/City Recorder Fionnuala Kofoed, and Parks and Recreation Director Brad Hickman to pursue placing flag receptacles on the graves of veterans. He encouraged residents aged 55 and older to participate in the Senior Citizen Advisory Council activities.

21. COMMUNICATION ITEMS

21.A. Upcoming Agenda Items

22. ADJOURNMENT

MOTION: *Councilmember Wright moved to adjourn at 7:54 p.m. Councilmember Burnham 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>

☒ **Brett Wright**

☐ **Brett Wright**

☐ **Brett Wright**

☐ **Brett Wright**

The motion passed with a unanimous vote.

The meeting was adjourned at 7:54 p.m.

Approved by the City Council on October 17, 2023.

Fionnuala B. Kofoed, MMC
City Recorder

DRAFT



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 17, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - Sage Valley Subdivision Plat A - Rezone		
ITEM TYPE:	Rezone		
FISCAL IMPACT:	N/A		
APPLICANT:	Todd and Julie Panter		
GENERAL PLAN DESIGNATION Agricultural/Rural Density 2	CURRENT ZONE Residential	ACREAGE 1.45 Acres	COMMUNITY Sage Valley

PUBLIC HEARING:

Yes

PREPARED BY:

Steven Lehmitz, Planning

PRESENTED BY:

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve the rezone application with the following condition:

1. The rezone is contingent on the approval of the recorded plat amendment application.

BACKGROUND:

Near the end of July, Staff was contacted by the Applicants with questions about how to pursue dividing their lot (Sage Valley Plat A, Lot 16, 1.45 acres) and creating an additional lot. The applicants expressed that this change would fit within their neighborhood as many of the lots are smaller (1/2-acre).

It was found that Sage Valley was zoned Residential and developed through the Sage Valley MDA, entered into on July 6, 1999. The MDA vested 67 units across the development and Plat A (21 lots) was developed with 1-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 1/2-acre minimum lot sizes. Sage Valley Plat B Phase 2 combined Lots 36 and 37 to create one 2-acre lot.

Staff recommended the Applicants propose a rezone of the property from Residential to RD2, a current zone designation with 1/2-acre minimum lot sizes. To further pursue their request, the Applicants

would need to apply for a recorded plat amendment to divide their current lot and create an additional lot.

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 zones are consistent with the land uses shown on the general plan's future land use and transportation corridor map, and comply with the policies and provisions of the city general plan.

- The proposed rezone area is shown on the Future Land Use Map as Agricultural/Rural Density 2. The proposal for RD2 as the new zone designation fits within the Agricultural/Rural Density 2 General Plan Category.

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.

- The proposed use will continue as residential and density is being increased by one buildable lot. There would be no issues with zone transitioning/buffering as 1/2-acre lots are compatible adjacent to 1-acre lots.
- The RD2 zone requires a 3/4-acre minimum average lot size, "calculated across an entire preliminary plat or large neighborhood, and is verified by the approval authority of a preliminary plat. If a preliminary plat exceeds 80 acres, the average lot size may be required in smaller neighborhoods/plats. Each final plat does not have to comply with the average lot size, but shall include some variation of lot sizes in the plat. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation." If Plat A is used exclusively for the calculation, the average lot size would end up changing from 1.13 acres to 1.08 acres. If both Plat A and Plat B are used, then the average lot size would change from 0.764 acres to 0.756 acres. If one more lot outside of this proposal were to be added, the average

would become 0.749 acres, which is below the 3/4 (0.75) acre minimum average lot size.

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

- The proposition of an additional buildable lot won't overburden the city's service capacity. The Sage Valley neighborhood uses septic tanks.

D. Traffic Generation. Traffic generation by the proposed uses is within capabilities of streets serving the property.

- The proposition of an additional buildable lot won't significantly increase traffic generation.

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

- The proposition of an additional buildable lot won't 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 Eagle Mountain Planning Commission recommended denial of the Rezone application (4-1).

ATTACHMENTS:

[ORD--Sage Valley Panter - Rezone](#)

[Rezone Proposal - Sage Valley Plat A Lot 16 - Panter](#)

[Vicinity Map - Sage Valley Plat A Lot 16 - Panter](#)

[Sage Valley Plat A](#)

[Proposed Amended Plat - Sage Valley Plat A Lot 16 - Panter](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
REZONING CERTAIN LANDS KNOWN AS SAGE VALLEY PLAT A, LOT 6**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to rezone certain lands known as Sage Valley Plat A, Lot 6, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the rezone of certain lands known as Sage Valley Plat A, Lot 6, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses 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 17th day of October, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17th day of October 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

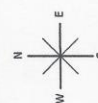
☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



1 inch equals 94 feet Date: 8/11/2023

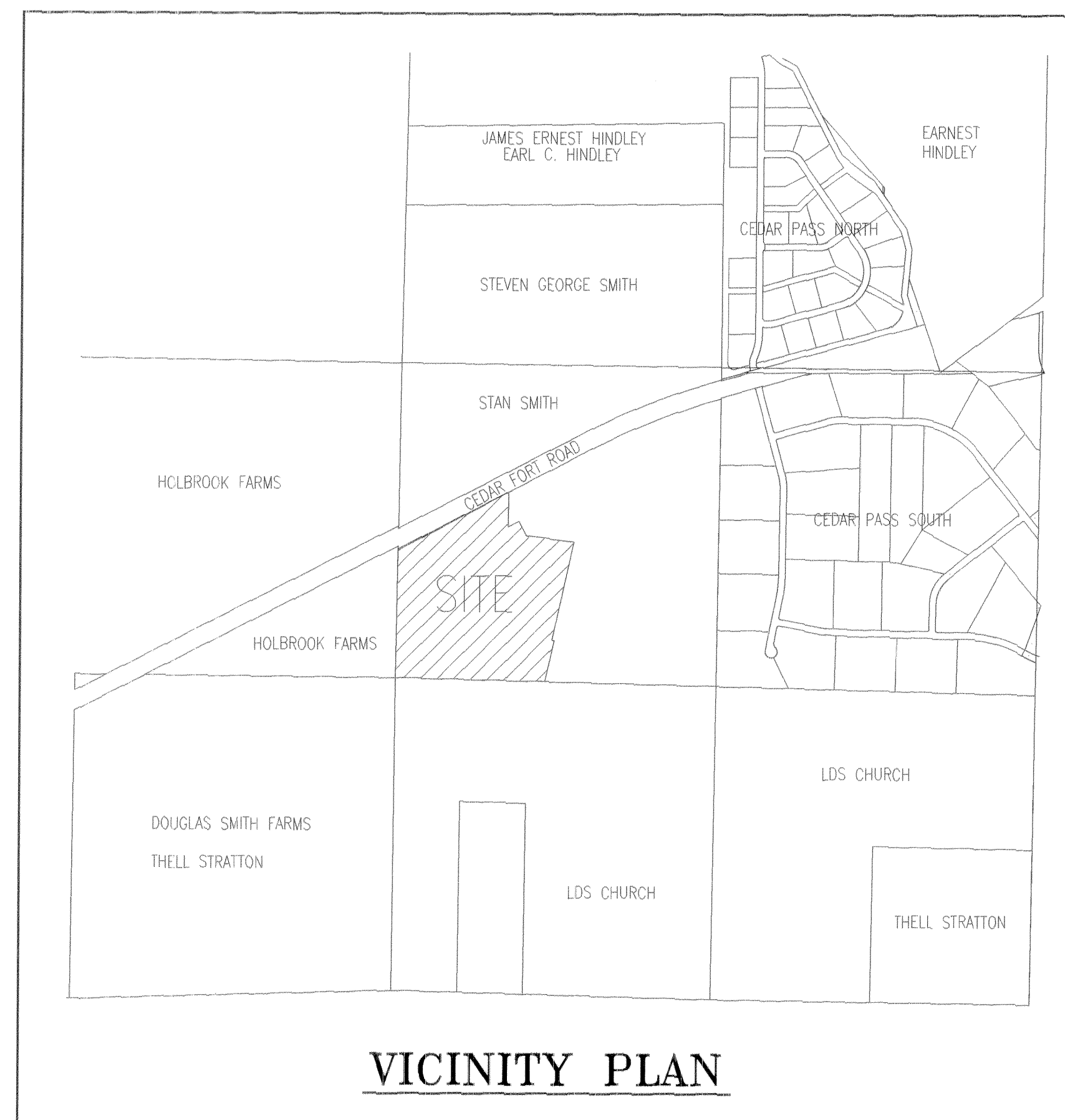
This cadastral map is generated from Utah County Recorder data. It is for reference only and no liability is assumed for any inaccuracies, incorrect data or variations with an actual survey.

Utah County Parcel Map

Layout1

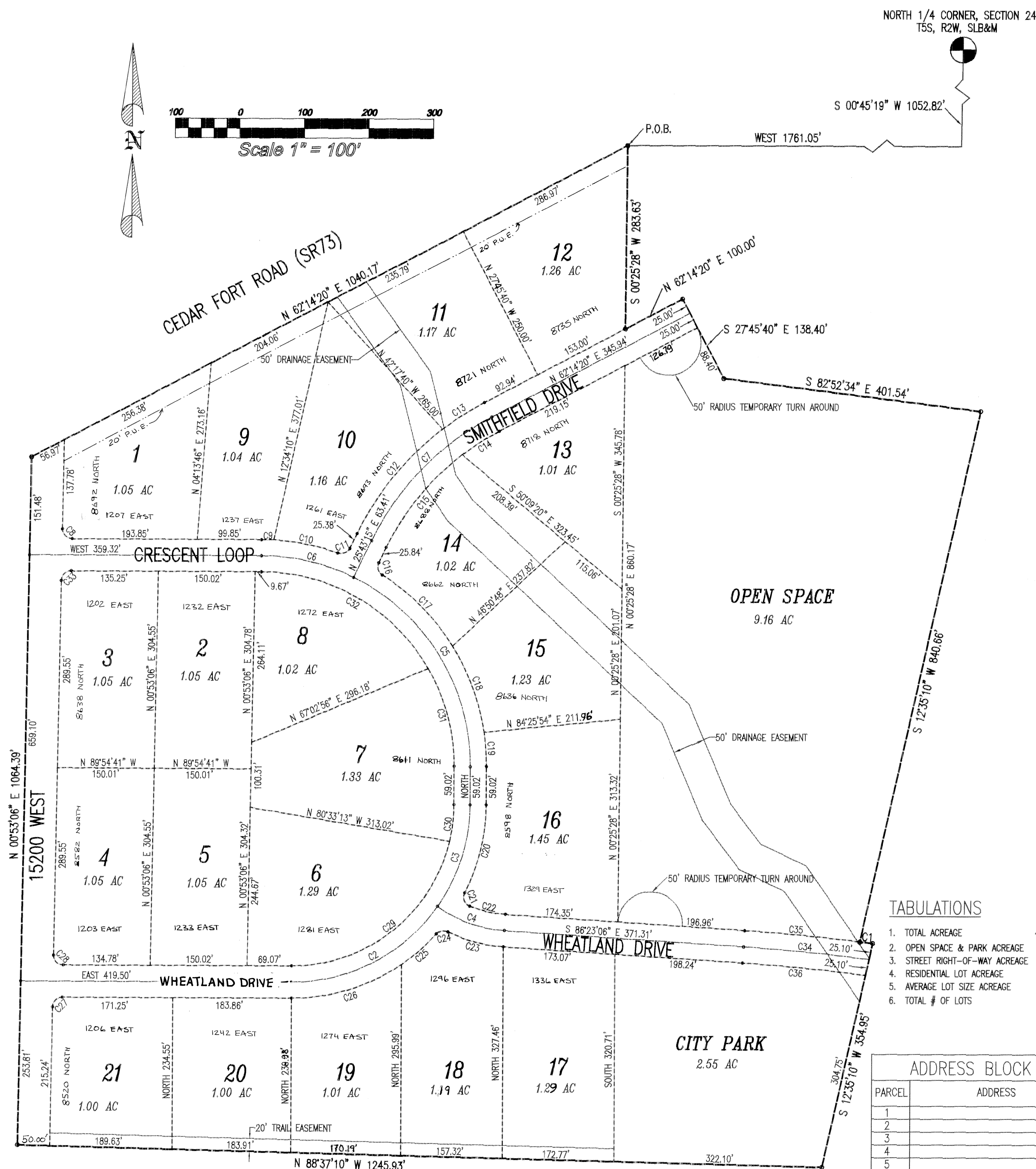
Vicinity Map





CURVE TABLE

NUMBER	DELTA	CHORD BEARING	R '	L '	LC '
C1	00°24'01"	S 82°36'45" E	2875.00	20.08	20.08
C2	55°01'56"	N 62°29'02" E	275.00	264.14	254.10
C3	34°58'04"	N 17°29'02" E	275.00	167.83	165.24
C4	31°55'23"	S 70°25'25" E	200.00	111.43	110.00
C5	63°54'42"	N 31°57'21" W	320.00	362.53	344.02
C6	26°05'18"	N 76°57'21" W	325.00	147.98	146.71
C7	36°31'05"	N 43°58'47" E	425.00	270.88	266.32
C8	90°53'06"	S 44°33'27" E	15.00	23.79	21.38
C9	03°05'03"	S 88°27'29" E	350.00	18.84	18.84
C10	16°40'27"	S 78°34'44" E	350.00	101.86	101.50
C11	84°02'15"	N 67°44'22" E	15.00	22.00	20.08
C12	26°45'00"	N 39°05'45" E	450.00	210.09	208.19
C13	09°48'06"	S 57°21'17" E	450.00	76.72	76.63
C14	09°42'02"	S 57°23'19" W	400.00	67.72	67.64
C15	26°49'03"	S 39°07'46" W	400.00	187.22	185.52
C16	83°22'45"	S 15°58'07" E	15.00	21.83	19.95
C17	25°34'26"	S 44°52'17" E	350.00	156.22	154.93
C18	23° 20'20"	S 20°24'54" E	350.00	142. 57	141.59
C19	08°44'44"	S 04° 22'22"	350.00	53.42	53.37
C20	26°57'55"	S 13°28'56" W	300.00	141.19	139.89
C21	94°36'43"	S 20°20'26" E	15.00	24.77	22.05
C22	18°44'18"	S 77°00'57" E	175.00	57.23	56.98
C23	22°46'35"	N 74°59'48" W	225.00	89.44	88.86
C24	74°37'06"	S 79°04'56" W	15.00	19.54	18.18
C25	13°40'34"	N 48°36'40" W	300.00	71.61	71.44
C26	34°33'03"	S 72°43'28" W	300.00	180.91	178.18
C27	89°06'54"	S 45°26'33" W	15.00	23.33	21.05
C28	90°53'06"	S 44°33'27" E	15.00	23.79	21.38
C29	76°53'02"	N 51°33'29" E	250.00	335.47	310.86
C30	13°06'58"	N 06°33'29" E	250.00	57.23	57.10
C31	30°18'44"	N 18°09'22" W	300.00	158.71	156.87
C32	59°41'16"	N 60°09'22" W	300.00	312.52	298.58
C33	89°06'54"	S 45°26'33" W	15.00	23.33	21.05
C34	03°55'44"	S 84°25'14" E	2850.00	195.42	195.39
C35	03°34'21"	S 84°35'56" E	2875.00	179.26	179.23
C36	03°53'02"	S 84°26'35" E	2825.00	191.50	191.47



NOTE: • 10' PUBLIC UTILITY EASEMENTS ON ALL LOT LINES UNLESS OTHERWISE INDICATED
• NO ACCESS OFF OF 15200 WEST FOR LOTS 1, 3, 4, & 21.

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 14

DAY OF Dec A.D., 19 99


CITY ATTORNEY

ADDRESS BLOCK	
PARCEL	ADDRESS
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SBC 17 SEP 1998

SURVEYOR'S CERTIFICATE

I, David V. Thomas, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 162277 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. FURTHER CERTIFY BY AUTHORITY OF THE BOARD OF SURVEYORS, I HAVE MADE A SURVEY OF THE TRACT OF AND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF AND INTO LOTS, BLOCKS, STREETS, PUBLIC OPEN SPACE, 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.

Oct. 29, 1998 David Thomas
DATE SURVEYOR (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point on the southerly boundary of a highway, said point being located South 00°45'19" West along quarter section line 1052.82 feet and West 1761.05 feet from the North quarter corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base and Meridian;

Thence South 00°25'28" West 283.63 feet; thence North 62°14'20" East 100.00 feet; thence South 27°45'40" East 138.40 feet; thence South 82°52'31" East 401.54 feet; thence South 123°35'10" West 840.66 feet; thence along the arc of a 2875.00 foot radius curve to the right 20.08 feet (Curve has a central angle of 00°24'01" and a chord bearing South 82°36'45" East 20.08 feet); thence South 123°35'10" West 354.95 feet; thence North 88°37'10" West 1245.93 feet; thence North 00°53'06" East 1064.39 feet; thence North 62°14'20" East 1040.17 feet to the point of beginning.

Area: 40,112 acres

EAGLE MOUNTAIN DEVELOPER PLAT 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 PLAT DESCRIBED ON THE PLAT TO BE DIVIDED INTO LOTS, STREETS, OPEN SPACE, EASEMENTS AND OTHER PUBLIC USES, RESERVATIONS AND SPACES. WE NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-87 UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO THE TOWN OF EAGLE MOUNTAIN, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS, EASEMENTS AND ALL OTHER PLACES OF PUBLIC IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND THE TOWN OF EAGLE MOUNTAIN FOR THE BENEFIT OF THE TOWN AND THE INHABITANTS THEREOF.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS
DAY OF November A.D. 19 98

STANLEY R SMITH KATHERINE LYNN SMITH

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

ON THE 3rd DAY OF November, A.D. 19 98 PERSONALLY APPEARED
BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME
TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF
OF THE OWNERS WHO DULY ACKNOWLEDGED TO ME THAT THE OWNERS DEDICATION WAS
EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES _____

 LISA JONES
NOTARY PUBLIC • STATE OF UTAH
P.O. BOX 7075 • CENTER
AMERICAN FORK, UT. 84003
COMM. EXP. 03-01-00

Lisa Jones
NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ TOWN COUNCIL _____ OF _____ EAGLE MOUNTAIN TOWN
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 6TH
DAY OF JANUARY AD 2000

APPROVED Paul T. Bond, Jr.
MAYOR

APPROVED Ray C. Walker
CITY ENGINEER
(SEE SEAL BELOW)

ATTEST James B. Valentin
CLERK-RECORDER
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS 6TH DAY OF JANUARY, A.D. 2000 BY THE
EAGLE MOUNTAIN TOWN PLANNING COMMISSION

 DIRECTOR - SECRETARY William Redd
 CHAIRMAN, PLANNING COMMISSION

PLAT "A" ENT 1439:2000 Map
RANDALL A. COVIL
HIGH COUNTY REC'D

2000 Jan 06 2:30 pm FEE 51.00
RECORDED FOR TOWN OF EAGLE MOUNTAIN

SAGE VALLEY SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 17, T5S, R1W, SLB&M
SUBDIVISION EAGLE MOUNTAIN TOWN, UTAH COUNTY, STATE OF UTAH
SCALE: 1" = 100 FEET

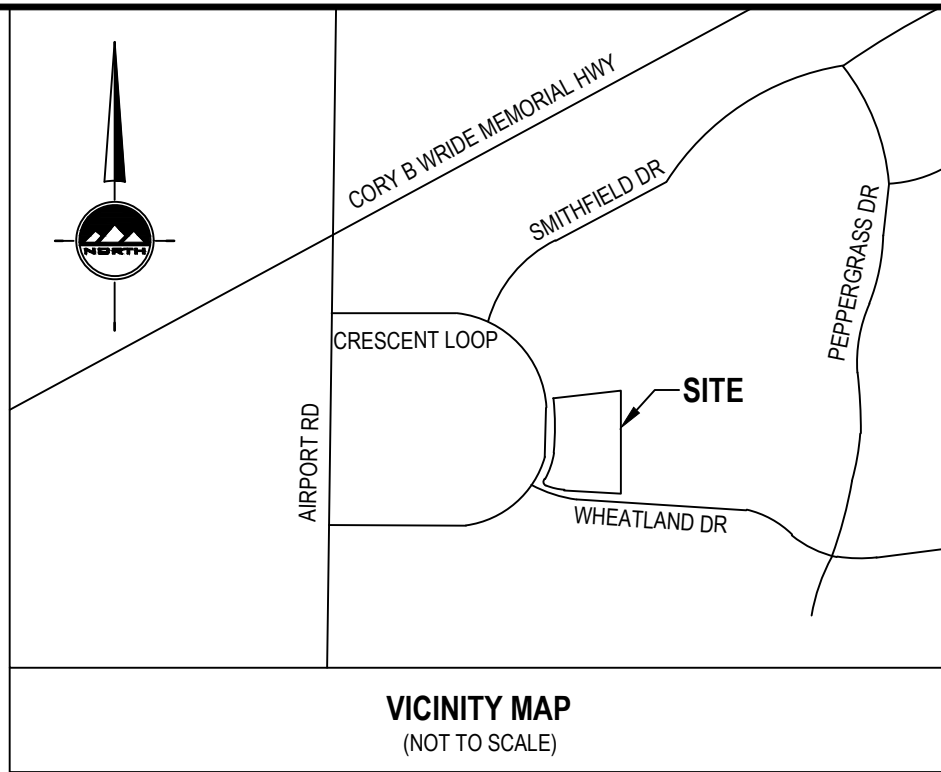
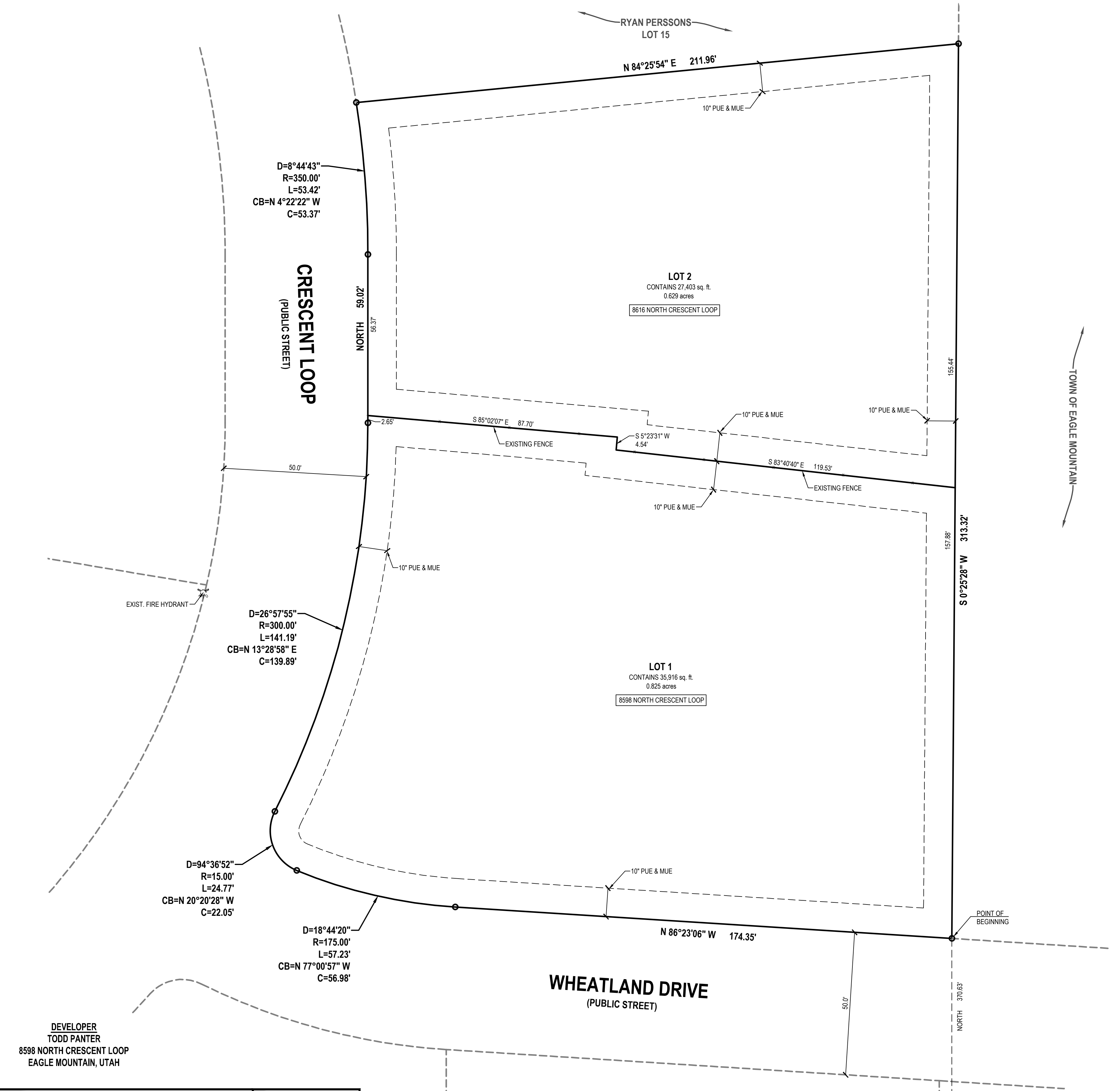
SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY ENGINEER SEAL CLERK-RECORDER SEAL

	SEE ABOVE		
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brianma/subs/b52/sagevalley.a1

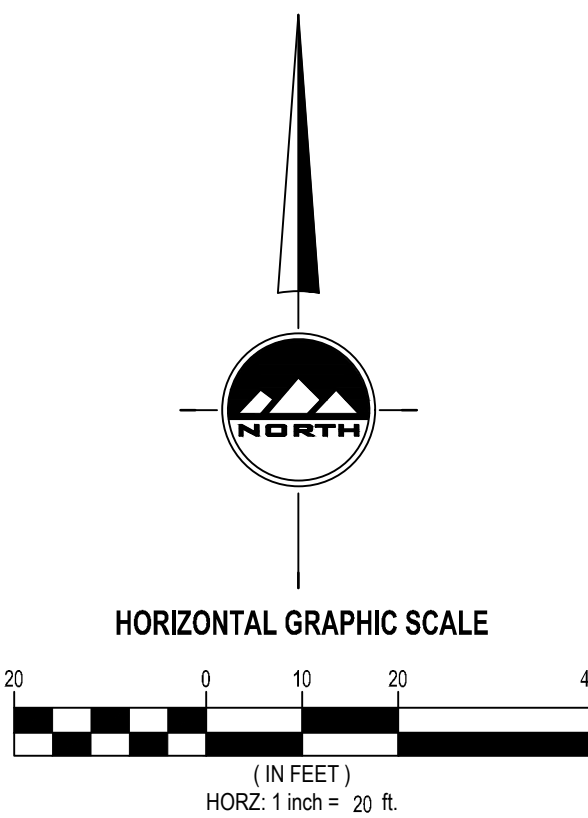
SAGE VALLEY PLAT "A" AMENDED

VACATING, AMENDING, AND RE-SUBDIVIDING
LOT 16, SAGE VALLEY PLAT "A"
LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH



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.
- FOUND REBAR AND CAP, STAMPED AS
NOTED ON PLAT
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE
- EXISTING FENCE LINE



Dominion Energy Utah
Questar 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.

BY _____ TITLE _____

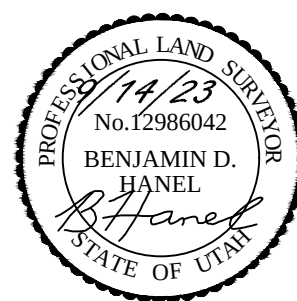
- PURSUANT TO UTAH CODE ANN. § 94-3-27 THIS PLAT CONVEYS TO THE
OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY
EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED
THEREIN.
- PURSUANT TO UTAH CODE ANN. § 10-9A-603 ROCKY MOUNTAIN POWER
ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS 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:
2.1. A RECORDED EASEMENT OR RIGHT-OF-WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY
FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

ROCKY MOUNTAIN POWER _____ DATE _____

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.

DIRECT COMMUNICATIONS _____ DATE _____

SURVEYORS SEAL



SURVEYOR'S CERTIFICATE

I, BENJAMIN D. HANEL, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold
License No. 12986042 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

A parcel of land situate in the Northwest Quarter of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, being
more particularly described as follows:

Beginning at a point on the northerly line of Wheatland Drive, said point being South 88°37'10" East 928.26 feet along the section line
and North 370.63 feet from the West Quarter Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, said
point also being the southeast corner of Lot 16 Sage Valley Subdivision Plat "A", and running;

thence North 86°23'06" West 174.35 feet along the northerly line of Wheatland Drive;
thence Westerly 57.23 feet along the arc of a 175.00 foot radius curve to the right (center bears North 03°36'53" East and the chord
bears North 77°00'57" West 56.98 feet with a central angle of 18°44'20") along the northerly line of Wheatland Drive;
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thence Northerly 53.42 feet along the arc of a 350.00 foot radius curve to the left (center bears South 89°59'59" West and the chord
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corner of Lot 15 of Sage Valley Subdivision Plat "A";
thence North 84°25'54" East 211.96 feet along the south line of said Lot 15;
thence South 00°25'24" West 313.32 feet to the Point of Beginning.

Contains 63,318 square feet or 1.454 acres in 2 Lots.

9/14/23
DATE

BHanel
BENJAMIN D. HANEL NO. 12986042
(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 _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of UTAH J.S.S.

On the ____ day of _____, A.D. 20 ____
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/They signed the Owner's Dedication, _____ in number, freely and
voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

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

SAGE VALLEY PLAT "A" AMENDED

VACATING, AMENDING, AND RE-SUBDIVIDING
LOT 16, SAGE VALLEY PLAT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

CITY ENGINEER SEAL

CITY RECORDER SEAL

COUNTY-RECORDER SEAL

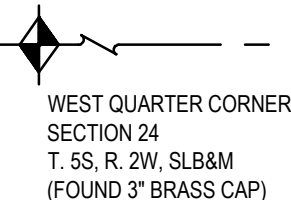


SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSGNENG.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3990
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.892.2983

SHEET 1 OF 1

PROJECT NUMBER: 12702
MANAGER: BDH
DRAWN BY: BDH
CHECKED BY: PHH
DATE: 9/14/23



BASIS OF BEARING S 88°37'10" E: 5346.72'

EAST QUARTER CORNER
SECTION 24
T. 5S. R. 2W. SLB&M
(FOUND 3" BRASS CAP)



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 17, 2023**

TITLE:	PUBLIC HEARING/MOTION - Sage Valley Subdivision Plat A - Recorded Plat Amendment		
ITEM TYPE:	Recorded Plat Amendment		
FISCAL IMPACT:	N/A		
APPLICANT:	Todd and Julie Panter		
GENERAL PLAN DESIGNATION Agricultural/Rural Density 2	CURRENT ZONE Residential	ACREAGE 1.45 Acres	COMMUNITY Sage Valley

PUBLIC HEARING:

Yes

PREPARED BY:

Steven Lehmitz, Planning

PRESENTED BY:

Steven Lehmitz

RECOMMENDATION:

Staff recommends that the City Council approve the recorded plat amendment application with the following condition:

1. The recorded plat amendment is contingent on the approval of the rezone application.

BACKGROUND:

Near the end of July, Staff was contacted by the Applicants with questions about how to pursue dividing their lot (Sage Valley Plat A, Lot 16, 1.45 acres) and creating an additional lot. The applicants expressed that this change would fit within their neighborhood as many of the lots are smaller (1/2-acre).

It was found that Sage Valley was zoned Residential and developed through the Sage Valley MDA, entered into on July 6, 1999. The MDA vested 67 units across the development and Plat A (21 lots) was developed with 1-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 1/2-acre minimum lot sizes. Sage Valley Plat B Phase 2 combined Lots 36 and 37 to create one 2-acre lot.

Staff recommended the Applicants propose a rezone of the property from Residential to RD2, a current zone designation with 1/2-acre

minimum lot sizes. To further pursue their request, the Applicants would need to apply for a recorded plat amendment to divide their current lot and create an additional lot.

ITEMS FOR CONSIDERATION:

If the proposed rezone is approved, the recorded plat amendment application should be considered under those residential (RD2) zoning standards.

- Both of the newly created lots would be over the 1/2-acre lot size minimum;
- The 3/4-acre minimum average lot size would be met, regardless of how the calculation is completed;
- Both lots would have street frontages of at least 100';
- Neither of the new lots would have issues with setbacks making the lot unbuildable.

EMMC 16.55.030.A.1. Petition. A signed petition shall be submitted that consists of the following: (a) an explanation of the purpose of the proposed amended plat; (b) the name and address of all owners of record of the land contained in the entire plat; (c) the name and address of all owners of record that are adjacent to any street that is proposed to be vacated, altered, or amended; (d) the signatures of each of these owners who consent to the petition.

- The petition submitted by the Applicants fulfills all the requirement, with (c) not being applicable. For (d), the Applicants had only received three signatures when this proposal went before the Planning Commission on September 26. Between the Planning Commission meeting and this report, the Applicants have submitted a total of thirteen signatures.

The Planning Commission expressed concerns about the possibilities of other properties having sufficient lot size and street frontage to repeat what the Applicants are proposing. Using aerial imagery, Staff roughly measured lot frontages and determined that there are seven possible lots. However, each lot would have challenges such as fronting a collector road, odd lot shape, restricted building envelopes, and a drainage easement.

REQUIRED FINDINGS:

A Recorded Plat Amendment is a legislative decision and is considered valid if reasonably debatable and not illegal. The criteria for approval for a recorded plat amendment are listed in EMMC 16.55.040.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Eagle Mountain Planning Commission recommended denial of the Recorded Plat Amendment application (5-0).

ATTACHMENTS:

[Proposed Amended Plat - Sage Valley Plat A Lot 16 - Panter](#)

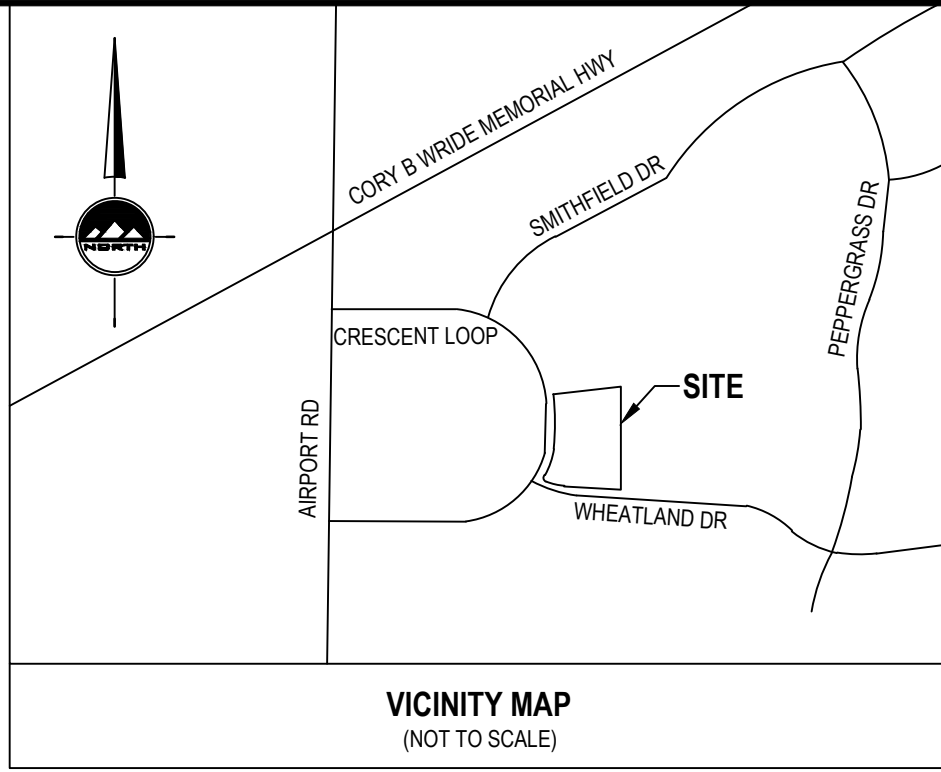
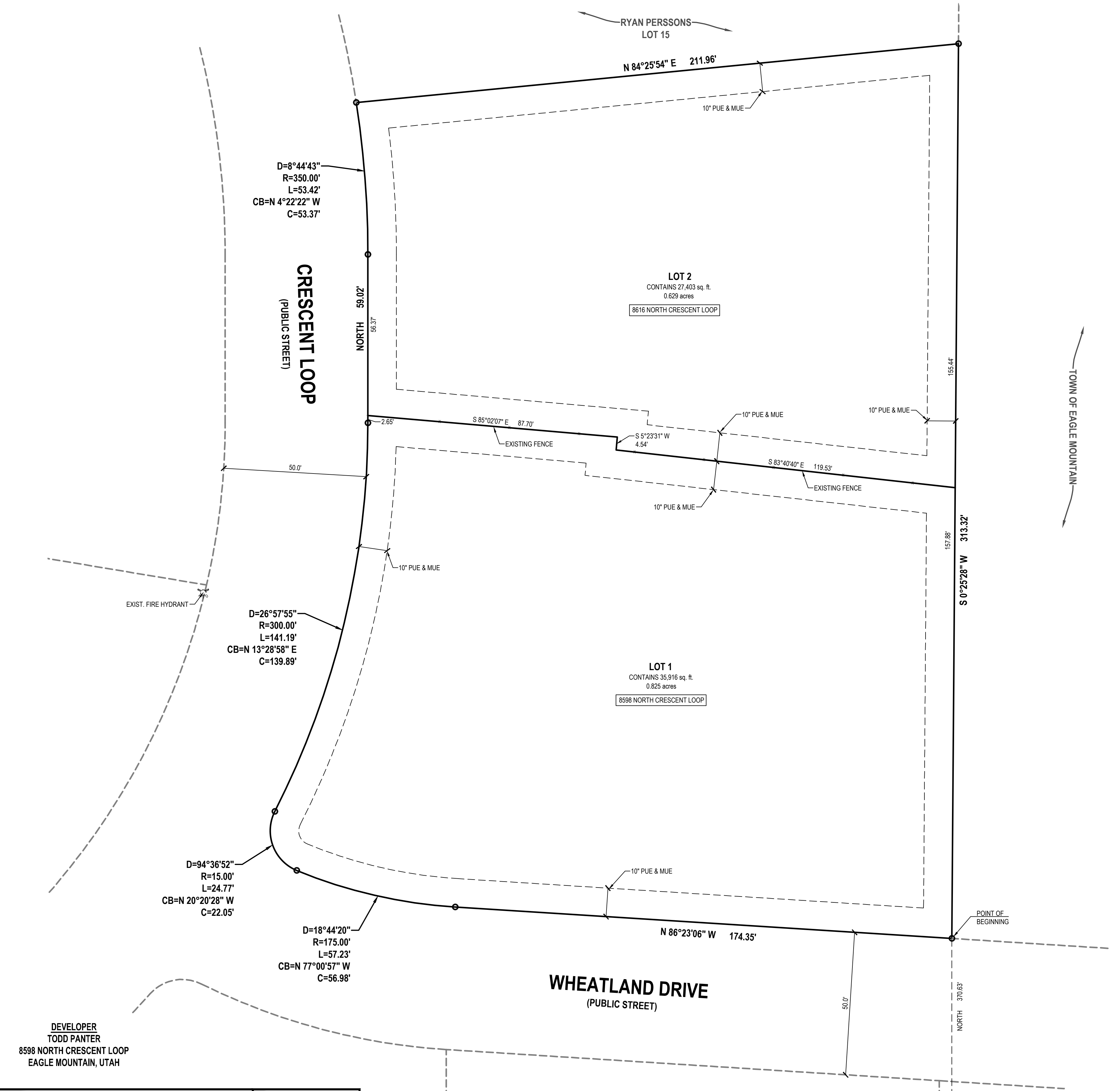
[Petition - Sage Valley Plat A Lot 16 - Panter](#)

[Sage Valley Plat A](#)

[Vicinity Map - Sage Valley Plat A Lot 16 - Panter](#)

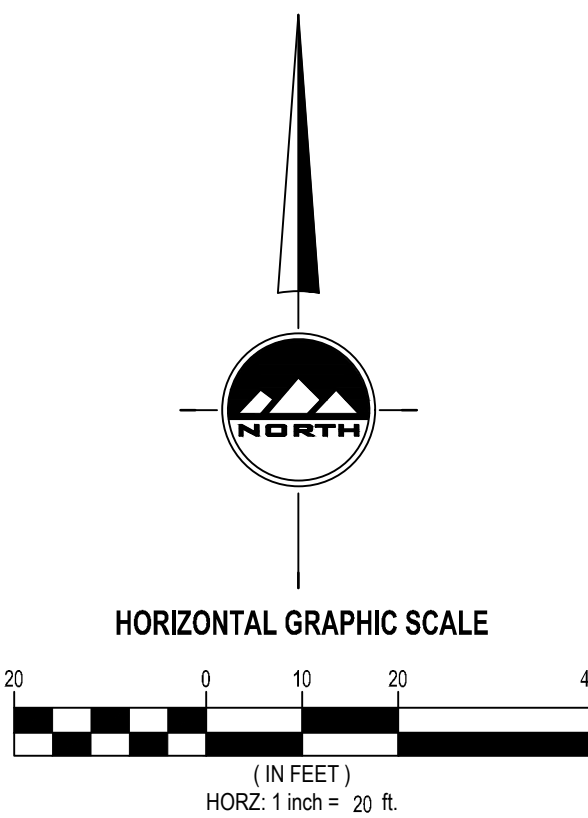
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LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH



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.
- FOUND REBAR AND CAP, STAMPED AS
NOTED ON PLAT
- SECTION LINE
- CENTERLINE
- PROPERTY LINE
- EASEMENT LINE
- EXISTING FENCE LINE



Dominion Energy Utah
Questar 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.

BY _____ TITLE _____

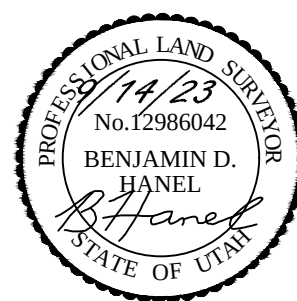
- ROCKY MOUNTAIN POWER
- PURSUANT TO UTAH CODE ANN. § 94-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
 - PURSUANT TO UTAH CODE ANN. § 10-9A-603 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE 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:
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ROCKY MOUNTAIN POWER _____ DATE _____

DIRECT COMMUNICATIONS
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DIRECT COMMUNICATIONS _____ DATE _____

SURVEYORS SEAL



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9/14/23
DATE

B. Hanel
BENJAMIN D. HANEL NO. 12986042
(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 _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of UTAH J.S.S.

On the ____ day of _____, A.D. 20 ____,
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/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

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

SAGE VALLEY PLAT "A" AMENDED

VACATING, AMENDING, AND RE-SUBDIVIDING
LOT 16, SAGE VALLEY PLAT "A"

LOCATED IN THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

CITY ENGINEER SEAL

CITY RECORDER SEAL

COUNTY-RECORDER SEAL



SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSGNENG.COM

LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3990
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.892.2983

SHEET 1 OF 1

PROJECT NUMBER: 12702
MANAGER: BDH
DRAWN BY: BDH
CHECKED BY: PHH
DATE: 9/14/23

WEST QUARTER CORNER
SECTION 24
T. 5S, R. 2W, SLB&M
(FOUND 3" BRASS CAP)

BASIS OF BEARING S 88°37'10" E: 5346.72'

EAST QUARTER CORNER
SECTION 24
T. 5S, R. 2W, SLB&M
(FOUND 3" BRASS CAP)

Petition for the proposed plat amendment in regards to
Todd and Julie Panter's lot in Sage Valley, Lot #16.

Todd and Julie propose to divide their 1.45 acre lot into 2 lots. The existing home would remain, with the other half of the lot sold as vacant property.

Owners within the plat:

Ryan Persson - 8636 N. Crescent Loop
Steve Bartell - 8662 N. Crescent Loop
Blaine & Susan Hartwell - 8718 N. Smithfield Drive
Kyle & Marisa Rogers - 8735 N. Smithfield Drive
Timothy & Gale Black - 8721 N. Smithfield Drive
Stacie Bishop - 1261 E. Crescent Loop
David Meryhew - 1237 E. Crescent Loop
Han Butler - 1207 E. Crescent Loop
Leslie & Mark Austin - 1202 E. Crescent Loop
Dwight & Jennifer Payne - 1232 E. Crescent Loop
Lance & Audry Wintch - 1272 E. Crescent Loop
Robert Shawgo - 8611 N. Crescent Loop
Dallas & Valarie Johnson - 1281 E. Wheatland Drive
Jacob & Amanda Gillen - 1233 E. Wheatland Drive
Jeff Ryan - 1203 E. Wheatland Drive
Melissa Garrett - 1206 E. Wheatland Drive
Duane & Grace Andrews - 1242 E. Wheatland Drive
John & Stephanie Wanner - 1274 E. Wheatland Drive
Palmer Family Trust - 1296 E. Wheatland Drive
Brandon & Amy Reda - 1336 E. Wheatland Drive

Owners of record of land that is adjacent to proposed amended lot:

Ryan Persson - 8636 N. Crescent Loop

Robert Shawgo - 8611 N. Crescent Loop

This petition is to make the following neighbors aware that Todd and Julie Panter are submitting a proposal to divide their current 1.45 acre lot into 2 separate lots.

1201 E. Wheatland Dr. 321 9-29-23 [Signature]
Address Lot # Date Signature

1203 E Wheatland Dr. 4 9/29/23 [Signature]
Address Lot # Date Signature

1281 E Wheatland Dr. 6 9/30/23 [Signature]
Address Lot # Date Signature

1242 E. Wheatland Dr. 20 9-30-23 [Signature]
Address Lot # Date Signature

1237 E Crescent LP 9 9/30/23 [Signature]
Address Lot # Date Signature

1232 E. Crescent Loop 2 10/1/23 [Signature]
Address Lot # Date Signature

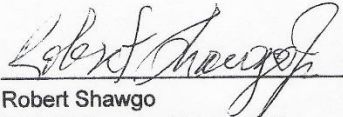
1274 E. Wheatland Dr 19 10/1/23 [Signature]
Address Lot # Date Signature

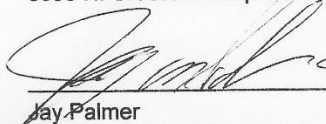
1272 E CRESCENT LOOP 8 10/8/23 [Signature]
Address Lot # Date Signature

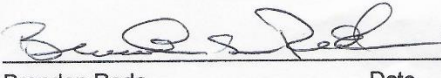
1233 E Wheatland 5 10/8/23 [Signature]
Address Lot # Date Signature

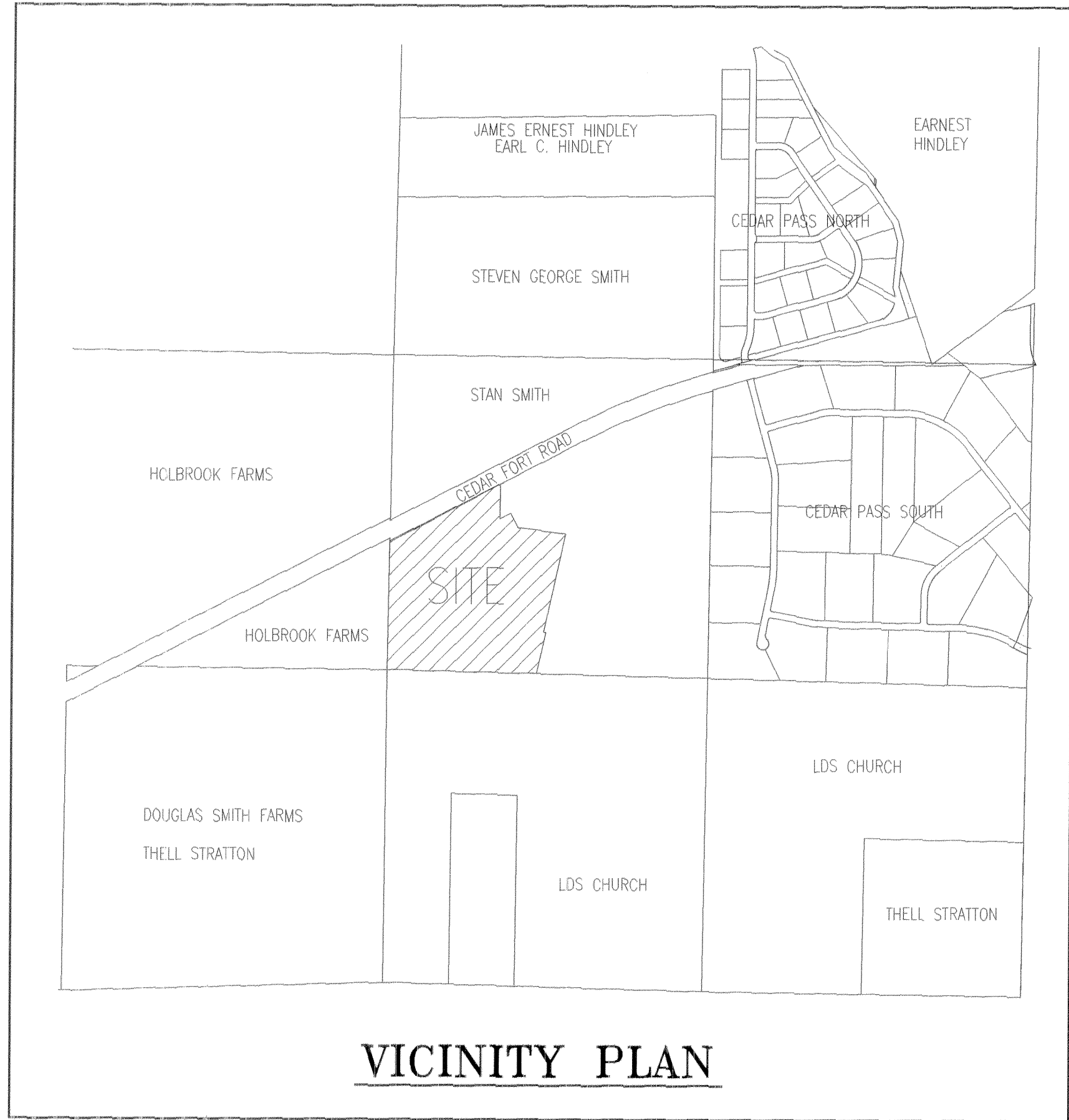
This petition is to make the following neighbors aware that Todd and Julie Panter are submitting a proposal to divide their current 1.45 acre lot into 2 separate lots.


Ryan Persson
8636 N. Crescent Loop Lot 15
8/5/23
Date

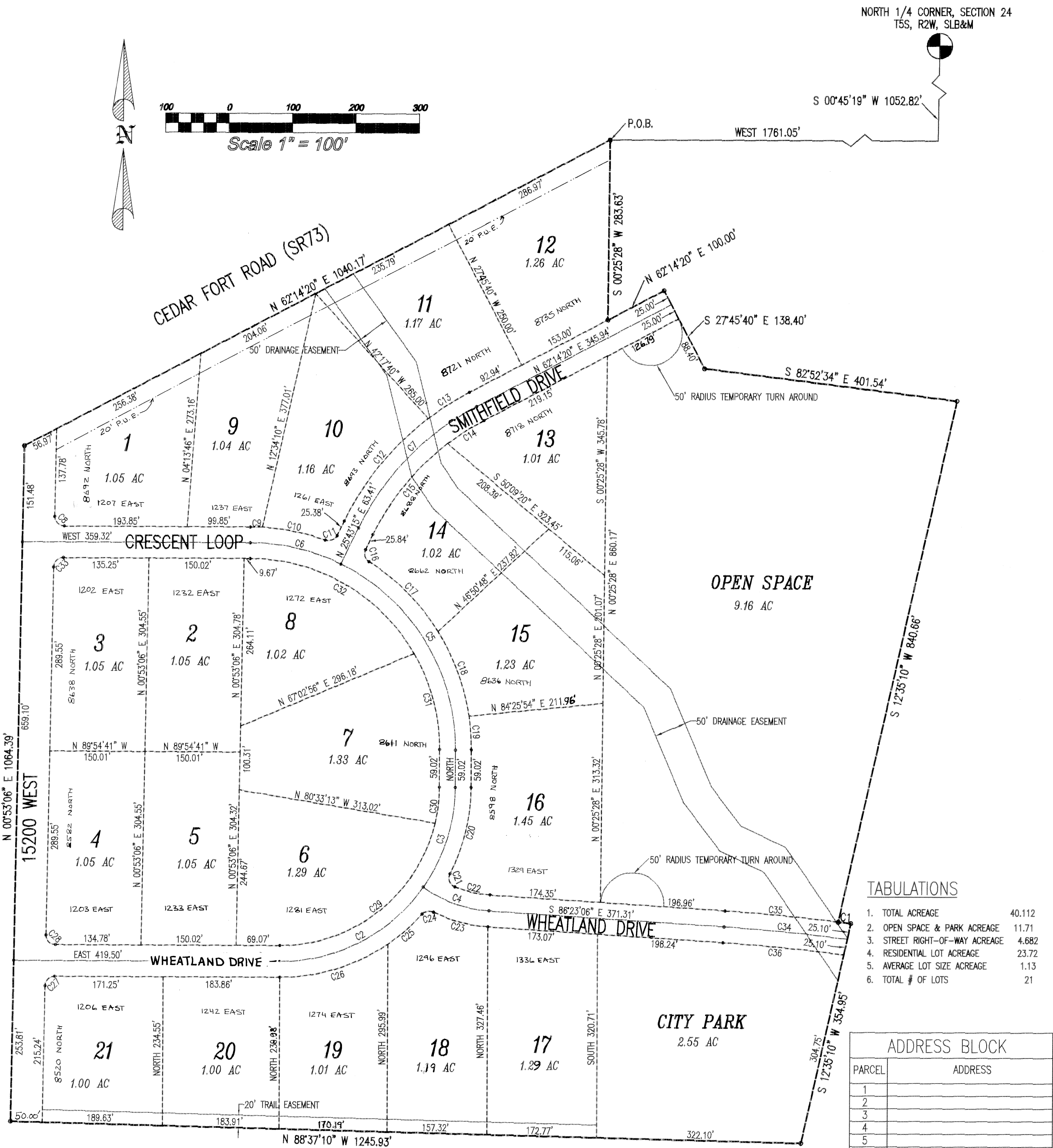

Robert Shawgo
8611 N. Crescent Loop Lot 7
8-5-23
Date


Jay Palmer
1296 E. Wheatland Drive Lot 18
8/5/23
Date


Brandon Reda
1336 E. Wheatland Drive Lot 17
9/28/23
Date



NUMBER	DELTA	CHORD BEARING	R'	L'	LC'
C1	00°24'01"	S 82°36'45" E	2875.00	20.08	20.08
C2	55°01'56"	N 62°29'02" E	275.00	264.14	254.10
C3	34°58'04"	N 17°29'02" E	275.00	167.83	165.24
C4	31°55'23"	S 70°25'25" E	200.00	111.43	110.00
C5	63°54'42"	N 31°57'21" W	325.00	362.53	344.02
C6	26°05'18"	N 76°57'21" W	325.00	147.98	146.71
C7	36°31'05"	N 43°58'47" E	425.00	270.88	266.32
C8	90°53'06"	S 44°33'27" E	15.00	23.79	21.38
C9	03°05'03"	S 88°27'29" E	350.00	18.84	18.84
C10	16°40'27"	S 78°34'44" E	350.00	101.86	101.50
C11	84°02'15"	N 67°44'22" E	15.00	22.00	20.08
C12	26°45'00"	N 39°05'45" E	450.00	210.09	208.19
C13	09°46'06"	N 57°21'17" E	450.00	76.72	76.63
C14	09°42'02"	S 57°23'19" W	400.00	67.72	67.64
C15	26°49'03"	S 39°07'46" W	400.00	187.22	185.52
C16	83°22'45"	S 15°58'07" E	15.00	21.83	19.95
C17	25°34'26"	S 44°52'17" E	350.00	156.22	154.93
C18	23°20'20"	S 20°24'54" E	350.00	142.57	141.59
C19	08°44'44"	S 04°22'22" E	350.00	53.42	53.37
C20	26°57'55"	S 13°28'58" W	300.00	141.19	139.89
C21	94°36'43"	S 20°20'26" E	15.00	24.77	22.05
C22	18°44'18"	S 77°00'57" E	175.00	57.23	56.98
C23	22°46'35"	N 74°59'48" W	225.00	89.44	88.86
C24	74°37'06"	S 79°04'56" W	15.00	19.54	18.18
C25	13°40'34"	S 48°36'40" W	300.00	71.61	71.44
C26	34°33'03"	S 72°43'28" W	300.00	180.91	178.18
C27	89°06'54"	S 45°26'33" W	15.00	23.33	21.05
C28	90°53'06"	S 44°33'27" E	15.00	23.79	21.38
C29	76°53'02"	N 51°33'29" E	250.00	335.47	310.86
C30	13°06'58"	N 08°33'29" E	250.00	57.23	57.10
C31	30°18'44"	N 15°09'22" W	300.00	158.71	156.87
C32	59°41'16"	N 60°08'22" W	300.00	312.52	298.58
C33	89°06'54"	S 45°26'33" W	15.00	23.33	21.05
C34	03°55'44"	S 84°25'14" E	2850.00	195.42	195.39
C35	03°34'21"	S 84°35'56" E	2875.00	179.26	179.23
C36	03°53'02"	S 84°26'35" E	2825.00	191.50	191.47



NOTE: 10' PUBLIC UTILITY EASEMENTS ON ALL LOT LINES UNLESS OTHERWISE INDICATED.
 * NO ACCESS OFF OF 15200 WEST FOR LOTS 1, 3, 4, & 21.

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS 14 DAY OF Dec A.D., 19 99
 CITY ATTORNEY

1. TOTAL ACREAGE	40.112
2. OPEN SPACE & PARK ACREAGE	11.71
3. STREET RIGHT-OF-WAY ACREAGE	4.682
4. RESIDENTIAL LOT ACREAGE	23.72
5. AVERAGE LOT SIZE ACREAGE	1.13
6. TOTAL # OF LOTS	21

PARCEL	ADDRESS
1	
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SBC 17 SEP 1998

SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 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, PUBLIC OPEN SPACE, AND EASEMENTS AND THE SAME HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.
 DATE OCT. 29 1998 SURVEYOR David Thomas (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point on the southerly boundary of a highway, said point being located South 00°45'19" West along quarter section line 1052.82 feet and West 1761.05 feet from the North quarter corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base and Meridian;

Thence South 00°25'28" West 283.63 feet; thence North 62°14'20" East 100.00 feet; thence South 27°45'40" East 138.40 feet; thence South 82°52'34" East 401.54 feet; thence South 12°35'10" West 840.66 feet; thence along the arc of a 2875.00 foot radius curve to the right 20.08 feet (Curve has a central angle of 00°24'01" and a chord bearing South 82°36'45" East 20.08 feet); thence South 12°35'10" West 354.95 feet; thence North 88°37'10" West 1245.93 feet; thence North 00°53'06" East 1064.39 feet; thence North 62°14'20" East 1040.17 feet to the point of beginning.

Area: 40.112 acres

EAGLE MOUNTAIN DEVELOPER PLAT 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 THE PLAT TO BE DIVIDED INTO LOTS, STREETS, OPEN SPACE, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THIS PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9-807 UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO THE TOWN OF EAGLE MOUNTAIN, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS, EASEMENTS AND ALL OTHER PLACES OF PUBLIC IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND THE TOWN OF EAGLE MOUNTAIN FOR THE BENEFIT OF THE TOWN AND THE INHABITANTS THEREOF.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 29 DAY OF November, A.D. 19 98

Stanley R. Smith Katherine Lynn Smith
 STANLEY R. SMITH KATHERINE LYNN SMITH

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
 COUNTY OF UTAH }

ON THE 3rd DAY OF November, A.D. 19 98 PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGED TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES 1999 NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE TOWN COUNCIL OF EAGLE MOUNTAIN TOWN 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 6th DAY OF JANUARY, A.D. 2000

Paul B. Smith MAYOR
James C. Muller CITY ENGINEER (SEE SEAL BELOW) ATTEST James B. Valentine CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS 6th DAY OF JANUARY, A.D. 2000 BY THE EAGLE MOUNTAIN TOWN PLANNING COMMISSION
 DIRECTOR - SECRETARY Willie Eckel CHAIRMAN, PLANNING COMMISSION

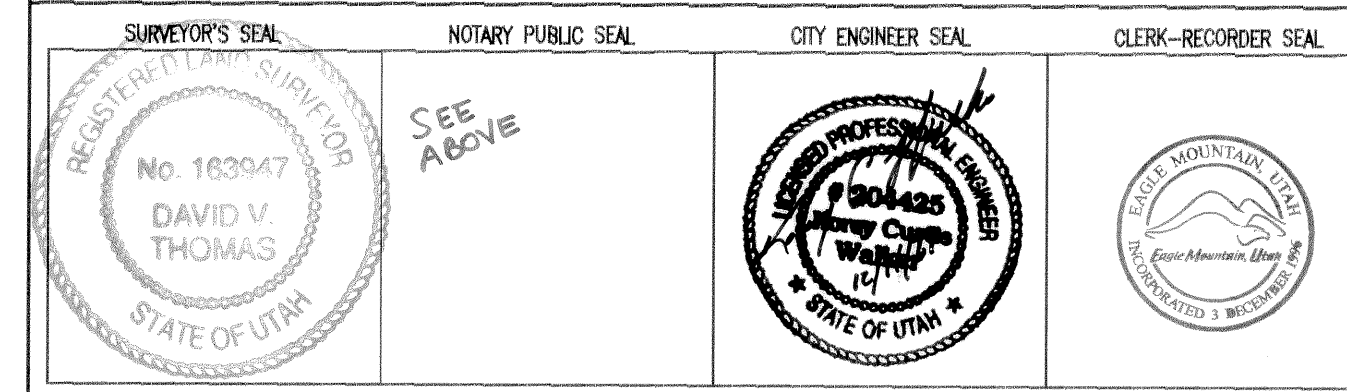
PLAT "A"

SAGE VALLEY SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 17, T5S, R1W, SLB&M

SUBDIVISION EAGLE MOUNTAIN TOWN, UTAH COUNTY, STATE OF UTAH

SCALE: 1" = 100 FEET



8378-96

Vicinity Map





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 17, 2023**

TITLE:	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)		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	N/A		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:

Yes

PREPARED BY:

Todd Black, Planning

PRESENTED BY:

Todd Black

RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Section 17.76.070 Solar Energy Devices (Panels or Collectors).

BACKGROUND:

Staff has noticed an increase in the number of pigeons using and going under solar panel arrays to nest. A local pest control company was asked if they have seen this and the response was that they have, which leads to large deposits of fecal matter under the panels and in rain gutters. Staff has also fielded many calls from residents expressing their displeasure with the amount of pigeon feces on their properties, caused by the pigeons nesting under solar panels on neighboring properties.

ITEMS FOR CONSIDERATION:

Solar panels are becoming increasingly popular as a supplemental energy source for individual properties. As they continue to be constructed, it would be beneficial to have mechanisms in place that discourages/prohibits birds from nesting/roosting under these panels. Birds nesting under panels decreases the longevity of a roof and can cause damage to the solar panels or the solar panel system

(i.e. shorting out).

REQUIRED FINDINGS:

Ordinances pertaining to development code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:

Planning Commission voted 5-0 in favor of approving the proposed amendment. Presented to Council as a discussion item back in August.

ATTACHMENTS:

[ORD--EMMC 17.76.070 - Solar Panel Protect](#)
[EMMC 17.76.070 Solar Energy Devices \(Panels or Collectors\) - Redlines](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING EAGLE MOUNTAIN MUNICIPAL CODE
SECTION 17.76.070 SOLAR ENERGY DEVICES (PANELS OR COLLECTORS)**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to repeal and replace Eagle Mountain Municipal Code Section 17.76.070 Solar Energy Devices (Panels or Collectors), as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider Amending Eagle Mountain Municipal Code Section 17.76.070 Solar Energy Devices (Panels or Collectors).
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of October, 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 17th day of October, 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

Chapter 17.76 SMALL WIND AND SOLAR ENERGY CONVERSION SYSTEMS

17.76.070 Solar Energy Devices (Panels or Collectors)

A. Allowed Areas. Solar energy devices may be installed upon the roof of the primary structure or an accessory structure within any zone upon compliance with this section.



B. Design Standards. All solar energy devices shall comply with the following standards.

1. Collectors shall not extend beyond the lower or upper roofline, or beyond a parapet wall on a flat roof.
2. Collectors on a flat commercial or industrial roof shall be screened so as not to be visible from any public street. Screens shall be aesthetically incorporated into the design of the building and shall conform to the color and materials of the primary building.
3. Collectors on sloped rooftops shall maintain the same angle as the roof, mounted parallel to and flush with the roof slope, and shall not be propped up on one side.

4. Collectors on rooftops shall have a skirt/netting installed around the entire panel array 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.



45. Measures shall be taken to minimize sunlight reflection into neighboring windows and rights-of-way. Collectors may be required to be removed if proven to be a safety hazard.

56. The ends of the panel arrays shall be covered and mounting brackets shall blend with the roof.

67. The piping shall blend with the surface to which it is attached.

78. The color of collector frames shall be as compatible as possible with the roof color.

89. Subdivision Covenants, Conditions, and Restrictions (CC&Rs). Some CC&Rs may contain restrictions on solar energy devices. The more restrictive of the city code and the subdivision CC&Rs shall apply.

C. Maintenance. All solar energy devices shall be maintained in good condition and in accordance with all requirements of this section.

D. Building Permit Application. The applicant shall submit a building permit application to the city building department. Additional application requirements apply as per the building department.

E. Inspections Required. All solar energy devices require a building permit and proper inspections by the city building department. No device may be connected to the power grid until the Eagle Mountain City power department or other utility company providing electric service has inspected and approved the system.

F. Net Metering. The owner of the device must sign a net metering agreement with Eagle Mountain City prior to connecting to the power grid. Failure to do so may result in a fine and/or permit revocation.

G. Approval. Approval shall be given by the building department based upon compliance with the standards of this section and requirements of the city building department, the International Building Code, the National Electrical Code, and approval by the planning director (or designee) and energy department director (or designee). [Ord. [O-11-2010](#) § 2 (Exh. A)].



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 17, 2023**

TITLE:	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 ally 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).		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Eagle Mountain City Staff		
GENERAL PLAN DESIGNATION n/a	CURRENT ZONE n/a	ACREAGE n/a	COMMUNITY n/a

PUBLIC HEARING:

Yes

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs -- Senior Planner

RECOMMENDATION:

Approve -- contingent upon any requisite revisions being made post City Council review of this matter.

BACKGROUND:

Months ago, the Planning Commission sought Staff assistance in drafting a small group of code amendments to address fire apparatus access to rear-loaded (off an alley, service drive, or street) residential units. Since a code amendment writing effort involving other matters was already then in the making, it was subsequently decided to add those few other amendments into the mix -- including new rights-of-way vacation procedures, parameters for ADA parking, and rules regarding drive-thru escape lanes.

Following Staff, legal counsel and prior (February) Planning Commission work-session review of that omnibus document, it was finalized and presented to the Planning Commission as a package(d) hearing item. For purposes of motion making, the codes accompanying this report have been set on the Council's agenda as a separate set of amendments from the ROW vacation language which,

along with the section pertaining to drive-thru bypass lanes, was split off from the amendment language associated with this report.

The Planning Commission previously voted unanimously to recommend approval of the proposed code revisions. The amendments attached to this report were presented to the City Council on June 20, 2023 and the public hearing was opened. The City Council moved to table the item and continue the public hearing to the next regularly scheduled City Council meeting being July 18, 2023. The item came back before the City Council on July 18, 2023, (along with other code drafts). Due to the length of agenda items the City Council motioned to table the item and continue the public hear, no date was recommended to have the item return before City Council for review and consideration.

ITEMS FOR CONSIDERATION:

Refer to the "What this chapter does" and "Purpose" section opening paragraphs for each of the amendments for an idea of what is proposed to be accomplished by the code language additions or revisions. A verbal Staff report will be provided to the City Council during the public hearing for this request.

The addition of a definition for [public] alleys and [private] service drives (e.g., the lanes that are found throughout multi-family, commercial, industrial, institutional, medical, etc. parking lot areas, etc.) sets them apart from streets. Provisions for minimum service drive widths -- where such do not have parking spaces tying into them -- is now regulated -- including those of interest to the Fire Department. Rather than specifying turnaround designs allowed by the Fire Department along or at the end of drives exceeding 150' in length, the code defaults to having an interested party (e.g., an architect, engineer, etc.) contact the Fire Department -- or look in fire code -- to discover those standards.

Eagle Mountain codified ADA codified requirements are tapped to get a few clarifications -- especially the insertion of a new column B in Table 17.55.120(b) to note the number of "van-accessible" spaces required in conjunction with creation of a parking lot or facility. The requirements come straight from federal regulations. Use of Table B for a plans designer might be exemplified thus: if a parking lot were

proposed to have 100 spaces, four of those would need to be ADA styled; and of those four, one would be required to be "van-accessible".

REQUIRED FINDINGS:

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501.

Ordinance enactment is a legislative process and left to the discretion of the City's Council whether to, ultimately, approve such or not in a given format.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public meeting of May 23, 2023, voted unanimously to recommend approval of all proposed code revisions minus the section pertaining to drive-thru escape lanes with a minimal of minor corrections. The drive-thru bypass lane section of the original amendment that went to the Planning Commission has been temporarily redacted for further refinements and will be taken off the table and again presented to the Planning Commission at a future date.

ATTACHMENTS:

[ORD--EMMC 17.10, 17.25, 17.72 and 17.55 Off Street Parking Alleys and Service Drives Fire Department Related Access ADA Parking Code - Redlines](#)

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE CHAPTERS 17.10 DEFINITIONS, 17.25 RESIDENTIAL ZONES, 17.72 COMMERCIAL AND MULTI-FAMILY DESIGN STANDARDS, AND 17.55 OFF STREET PARKING REGARDING ALLEY AND SERVICE DRIVES, FIRE DEPARTMENT RELATED ACCESS STANDARDS AND ADA PARKING STANDARDS.

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapters 17.10 definitions, 17.25 Residential Zones, 17.72 Commercial and Multi-family Design Standards, and 17.55 Off Street Parking Regarding Alley and Service Drives, Fire Department related Access Standards and ADA parking standards, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 17.10 definitions, 17.25 Residential Zones, 17.72 Commercial and Multi-family Design Standards, and 17.55 Off Street Parking Regarding Alley and Service Drives, Fire Department related Access Standards and ADA parking standards.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City 17th day of October 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 17th day of October 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

17.10.030 Definitions.

"Alley(way)" means a publicly dedicated and platted public thoroughfare not classified as a street, typically used to provide access to the rear or side yards of a property. The allowed or required dimension(s) for an alley is provided in this code.

"Service drive" means a non-dedicated privately owned and maintained thoroughfare that functions like a driveway by providing an improved vehicular circulation path on a site as well as access to (a) parking area(s) and public rights-of-way. The allowed or required dimension(s) for a service drive (one-way or two-way) shall be as per requirements in EMMC Section 17.55.120.

17.25.050 Generally applicable provisions.

...

M. Fire Access for Exclusively Rear-Loaded Only Homes.

a. Access off of a minimum 26' wide over-sized alley or service drive (functioning in such case as a "fire-access road"). The 26' wide drive fire access roadway, when used, shall be restricted to having parking along only one-side (those sides which adjoin fire hydrants), and, shall have "No Parking" signs posted along those same sides. In cases where a roadway is at least 35' wide, parking may be allowed along both sides of a "fire-access road" and no parking restriction will be required; and,

b. When rear-loaded, homes shall be provided with a paved walkway to be installed at each end of the building leading from the garage end roadway to the main access door at the other, "green space" end; and,

c. Address numbering shall be provided above the garage bay door as well as the main access door to any rear-loaded home.

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

...

I. Service Drives. Service drives shall comply with the following design standards:

1. Service drives in setback areas. Service drives shall be allowed to cross over and/or through required setback areas when they provide linkage between a parking area and a street or alley or between parking areas or properties.

2. Service drive width requirements. Service drives, or sections thereof, lacking parking spaces to either side shall be at least 12 feet wide when designed to move traffic in a one-way direction and at least 20 feet wide when designed to move traffic in two ways. Where such service drives abut one or more parking stalls, the service drive shall instead be sized the same as the required back up area of the adjoining stall(s) as per EMMC 17.55.120(a). For example, a service drive being accessed by parking spaces oriented 90 degrees to the drive shall not be but 20' wide; rather, it shall be at least 24' wide at the point(s) where the parking stalls abut the drive.

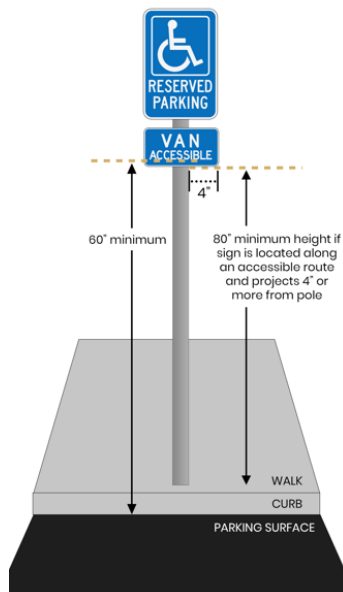
3. Service Drives longer than 150 feet. Service drives longer than 150 feet shall have a turnaround acceptable to the fire department in type/design, layout and dimensions.

17.55.070 Handicapped accessible parking.

A. Stalls Count Toward Minimum Number Required. Handicapped parking stalls shall be provided in off-street parking areas and shall count towards fulfilling the minimum requirements for automobile parking space count.

B. Location. Handicapped parking stalls shall be located as close nearly to a primary building entrance as practical, with access ramps available for equipment used in assisting handicapped persons.

C. Signage. A permanently affixed reflective sign and/or surface identification depicting the standard symbol for handicapped parking shall identify each handicapped parking stall as depicted below.



D. Number of Stalls. The number of handicapped parking stalls provided shall conform to the minimum requirements of the Americans with Disabilities Act (ADA) listed in Table 17.55.120(b), ADA Parking Requirements as represented in Table 17.55.120(b) below.

E. Dimensions of Stalls. The dimensions of standard handicapped parking stalls shall be a minimum of 10-feet wide by 20 18-feet deep, with a five an adjoining 5-foot wide access aisle alongside the same (two handicapped parking spaces may share an access aisle between them), or such standard as may be required by the in accordance with ADA requirements. Van-accessible spaces shall be at least 11-feet wide with a 5-foot access aisle alongside. [Ord. O-23-2005 § 3 (Exh. 1(1) § 11.7)].

Table 17.55.120(b)

Total Parking Stalls in Lot	Minimum Handicapped Accessible Stalls
1 – 25	1
26 – 50	2
51 – 75	3
76 – 100	4
101 – 150	5
151 – 200	6
201 – 300	7
301 – 400	8
401 – 500	9
501 – 999	8% of total stalls
Over 1,000	20 stalls plus 1 stall for every 100 stalls thereof over 1,000

Table 17.55.120(b)

<u>Total Number of Parking Spaces Provided in Parking Facility/Lot</u>	<u>Column A Associated Minimum Total Number of Accessible Parking Spaces</u>	<u>Column B Minimum Number of Van- Accessible Parking Spaces (1st ADA space and then 1 out of every 6 accessible spaces provided thereafter)</u>
<u>1 to 25</u>	<u>1</u>	<u>1</u>
<u>26 to 50</u>	<u>2</u>	<u>1</u>
<u>51 to 75</u>	<u>3</u>	<u>1</u>
<u>76 to 100</u>	<u>4</u>	<u>1</u>
<u>101 to 150</u>	<u>5</u>	<u>1</u>
<u>151 to 200</u>	<u>6</u>	<u>1</u>
<u>201 to 300</u>	<u>7</u>	<u>2</u>
<u>301 to 400</u>	<u>8</u>	<u>2</u>
<u>401 to 500</u>	<u>9</u>	<u>2</u>
<u>500 to 1000</u>	<u>2% of total parking provided in each lot or structure</u>	<u>1/6 of Column A*</u>
<u>1001 and over</u>	<u>20 plus 1 for each 100 spaces over 1000</u>	<u>1/6 of Column A*</u>
<u>*one out of every 6 accessible spaces</u>		

17.72.030 Site design.

...

C. Multifamily Parking/Garages. Garages and parking areas should be placed to the rear of buildings, accessed by a service drive. ~~Service drives must meet all fire access requirements found in the fire code, or as required by the fire marshal. Units accessed via rear service drive shall have a man door on the garage side of the unit, and be addressed off the service drive.~~ If garages are placed on the front facade, they shall be staggered and set back so as to minimize their appearance from the street. Garages shall never dominate the street-facing facade of a building.

1. Fire Access. In conformance to fire authority requirements, all multi-family buildings -- whether front or rear loaded -- shall feature:

a. Access off of a minimum 26-foot wide over-sized alley or service drive (functioning in such case as a "fire-access road"). The 26-foot wide drive fire access, when used, shall be restricted to having parking along only one-side (those sides which adjoin fire hydrants), and, shall have "No Parking" signs posted along those same sides. In cases where a roadway is at least 35-feet wide, parking may be allowed along both sides of a "fire-access road" and no parking restriction will be required.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 17, 2023**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code to Repeal and Replace Chapter 3.20 Purchasing Policy.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Melissa Yates, Admin

PRESENTED BY:

Melissa Yates - Purchasing Agent

RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance of Eagle Mountain City, Utah, repealing and replacing Eagle Mountain Municipal Code Chapter 3.20 Purchasing Policy.

BACKGROUND:

The first draft of Eagle Mountain procurement code was established in 2002 when Eagle Mountain's population was 6,093 residents with purchasing limits below \$20,000 and change orders listed at a \$5,000 limit. The purchasing code went untouched until 2012 when Eagle Mountain City's population reached 23,669 residents. At that time the purchasing code was updated and reformatted to its current content with purchasing limits below \$40,000 and change orders remaining at a \$5,000 limit. Since the last repeal and replacement in 2012, only one update in 2019 has been approved which included a few minor changes to wording and no value limit adjustments. Eagle Mountain's population reached 38,405 residents in 2019.

Eagle Mountain has now grown to 62,000 residents and we are still using a purchasing code with spending limits from 2012. Change order procedures and values have not been updated since 2002.

With the passage of time, growth of the city population, change in the number of city staff, city facilities, technology, changes in state code and the stark rise in inflation rates the past several years, the current purchasing code has become outdated and ineffective.

The goal of the repeal and replacement of the purchasing code is to update the purchasing code value limits to adjust for inflation rates, adjust purchasing value limits to allow several years of purchasing power, provide for updates in technological changes in bidding and reporting, allow for alignment with state purchasing code, streamline purchasing for staff and council, thereby increasing productivity and saving the city time and money, and to create a solid purchasing foundation for the future City growth through clear, concise, efficient and effective code.

ITEMS FOR CONSIDERATION:

The proposed purchasing code has been researched for the last year. Purchasing code from the State of Utah and multiple cities throughout the state have been reviewed and the best policies have been selected, adapted, or written for use in the proposed Eagle Mountain purchasing code. Administration, legal counsel, and department heads within Eagle Mountain City have reviewed, scrutinized, and debated the proposed procurement code. City Council members have been individually consulted about the proposed purchasing code and changes requested have been implemented by staff.

The following purchasing code content and sections have been updated: Purpose of the purchasing code, definitions, general policy, contingency policy, purchasing authority, change orders and change order limits, purchasing value limits, the naming convention of the purchasing limits, authorization levels, exemptions, bidding requirements, bid award / rejections, bid prequalification / disqualification, and appeal procedures.

The proposed purchasing code has been reformatted for ease of use by combining purchasing limit information into one section, allowing users to easily identify value limits, authorized purchasers, and the requirements within the limits. Outdated items have been stricken, state policy has been added, and items have been reworded to provide clarity.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 3.20 Purchasing Policy](#)

[Exhibit A - Purchasing Policy](#)

[EMC 3.20 Purchasing Policy - Redlines](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING EAGLE MOUNTAIN MUNICIPAL CODE
TO REPEAL AND REPLACE CHAPTER 3.20 PURCHASING POLICY**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend Eagle Mountain Municipal Code to repeal and replace Chapter 3.20 Purchasing Policy, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider amending the the Eagle Mountain Municipal Code to repeal and replace Chapter 3.20 Purchasing Policy.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17th day of October, 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 17th day of October, 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

Eagle Mountain Purchasing Policy

3.20.010 Purpose.

A. The purpose of this chapter is:

1. To ensure that purchases and services contracted for the city are in the best interest of the public.
2. To ensure fair and equitable treatment of all persons who wish to or do conduct business with the city.
3. Achieve economy and efficiency in city procurement activities.
4. To ensure transparency in the public procurement process.
5. To foster effective broad-based competition within the free enterprise system while balancing responsiveness to quality, price, and timelines.
6. To provide a systematic and uniform method of purchasing goods and services for the city. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

B. Nothing in this chapter shall create any right, interest, or cause of action against the city, its officers, agents, or employees. Any failure to follow the procedures set out herein shall not invalidate a particular purchase or procurement unless otherwise provided by law.

3.20.020 Definitions.

Unless the context requires otherwise, the terms used in this article shall have the following meanings:

- A. **Business:** Means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
- B. **Change order:** Means a written order signed by the city administrator / **designee**, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the city administrator / **designee** to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
- C. **City:** Means Eagle Mountain City and all other reporting entities controlled by or financially dependent upon the city council.
- D. **City administrator:** Means the city administrator of Eagle Mountain City or an agent of the city administrator designated to perform the functions of the city administrator described in this chapter.
- E. **Contract:** Means **a written agreement for procurement** for the delivery or disposal of supplies, services, **equipment**, or construction.
- F. **Designee:** The deputy city administrator, assistant city administrator or a department head may be authorized as designees to perform certain assigned duties as directed and assigned by the city administrator.

- G. **Invitation for bids:** Means solicitation of competitive sealed bids for procurement of professional and nonprofessional services, equipment, and supplies. Including all documents, whether attached or incorporated by reference, used for soliciting bids. An invitation for bids should be used as determined by the city when the city is capable of specifically defining the scope of work for which the services, supplies, and equipment are required, or when the city is capable of establishing precise specifications defining the actual commodity or group of commodities required.
- H. **Lowest Responsive Responsible Bidder:** Lowest responsive responsible bidder shall mean the lowest bidder who has substantially complied with all prescribed requirements, has submitted the bid in good faith, has a history of fully performing work at the bid price, has demonstrated a history of quality performance of previous services, has proven the ability to provide future maintenance and service, and has not been disqualified as set forth herein.
- I. **Person:** Means any business, individual, union, committee, club, other organization, or group of individuals.
- J. **Procurement:** Means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, services, equipment, or construction.
- K. **Professional services contract:** Means a contract for services performed by an independent contractor in a professional capacity who produces a service predominantly of an intangible nature that requires specialized knowledge, expertise, and discretion. These services include, but are not limited to accounting, auditing, architecture, banking, insurance, engineering, appraisal, legal, court reporter, medical, education, research, consulting, and other services where the professional qualifications of the contractor are of prime importance.
- L. **Public utilities equipment and supplies:** Means equipment and materials purchased by the public works department that are used in the regular course of supplying public utilities. "Public utilities equipment and supplies" does not include any purchase that includes, in whole or in part, labor (not including freight or delivery), services, vehicles or machinery.
- M. **Purchase:** Means the acquisition of goods acquired by contract, purchase order, check request, credit card, or service request for nonprofessional services, professional services, building improvements, equipment, and supplies in a single transaction such that payment is made prior to receiving or upon receipt of the goods or services.
- N. **Purchasing limits:** Shall be defined as the respective values stated within each purchasing limit for minor purchases, small purchases, medium purchases, and large purchases.
- O. **Request for proposals:** Means solicitation of competitive sealed proposals for procurement of professional and nonprofessional services, equipment, and supplies. This includes all documents, whether attached or incorporated by reference, used for soliciting proposals. The request for proposals should be used when there may be a need for price and service negotiations, there may be a need for negotiations during the performance of a contract, whether the relative skill and expertise of the offeror needs to be evaluated, whether costs are secondary to the characteristics of the product or nonprofessional service sought, and whether the

conditions of the service, product or delivery conditions are unable to be sufficiently described in the invitation for bids.

- P. **Sealed bids:** Means written proposals from persons or entities offering to contract with or to sell to the city which are received sealed and to be opened after the deadline for receipt of bids as defined in an invitation to bid.
- Q. **Sole source:** Means goods or service for which there is only one source for the procurement item. Circumstances under which there is only one source of a procurement item may include:
1. Where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service.
 2. Where a procurement item is needed for trial use or testing.
 3. Where transitional costs are unreasonable or cost prohibitive; or
 4. Where reasonably equivalent goods or services are not available from any other source. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.030 General policy.

A. All city purchases and contracts for goods and services shall be subject to this chapter unless specifically exempted.

B. No contract or purchase shall be so arranged, fragmented, or divided with the purpose or intent to circumvent this chapter.

C. Reasonable attempts shall be made to publicize anticipated purchases or contracts to known vendors, contractors, and suppliers.

D. When it is advantageous to the city, annual contracts for services and supplies regularly purchased should be approved.

E. All contracts for services shall be approved as to form by the city attorney. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

F. The city administrator / designee may recommend to the city council additional policies and controls for adoption which are consistent with the approval mechanism set forth in this chapter.

G. **Conflicts of interest:** It is unlawful for any elected official, officer, or employee to actively participate in the awarding of a contract from which he / she will directly benefit or derive any income from any business entity, without fully disclosing any interest he / she has therein and / or to violate state or federal law concerning conflict of interest.

H. **Change Orders:**

1. The completion and issuance of a change order or execution of a contract amendment shall be required if any alteration to, amendment of, or deviation

from an awarded purchase order or contract as to scope, cost, time for completion, material, equipment, or services furnished as part of the purchase order or contract, or any alteration to, amendment of, or deviation from the nature of work to be performed.

2. Change orders shall not be issued as a means to add or complete an additional project or a portion of another project outside of the originally defined project or scope of work defined in the proposal, bid or contract unless approved by city council.
3. A city department head is authorized to approve change orders to a contract when the total amount of all such change orders is not exceeded by more than the lesser of ten percent of the contract price or twenty-five thousand dollars (\$25,000.00), provided the overall project budget is not exceeded, and city council is notified of the change order.
4. The city administrator is authorized to approve change orders to a contract when the total amount of all such change orders is not exceeded by more than the lesser of ten percent of the contract price or seventy-five thousand dollars (\$75,000.00) provided the overall projected budget is not exceeded, and city council is notified of the change order.
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) 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.
6. The city administrator / designee may require a change order of any amount and from any department to come before the city council for approval.

I. **Contingency:** Upon city council approval, a contingency amount determined by city council may be added to the bid award amount to cover unknown conditions, errors, and omissions.

3.20.040 **Purchasing Authority.**

 SHARE

The purchasing agent shall administer the purchasing system provided by this chapter and shall function as the chief procurement officer for the city, perform the duties concerning purchasing and be responsible for the following:

- A. Ensure that all purchases for services comply with this chapter.
- B. Negotiate and recommend execution of contracts for the purchase of supplies, equipment, and contractual services.

C. Review and approve purchases of the city.

D. Seek to obtain as full and open competition as possible on all purchases.

E. Establish necessary additional procedures for the efficient and economical management of the contracting and purchasing functions authorized by this chapter. Such procedures shall be in writing and on file in the city recorder's office as a public record.

F. Maintain accurate and sufficient records concerning all city purchases and contracts for services.

G. Maintain a bidders list, vendors catalog file, or other records needed for the efficient operation of the purchasing procedures, including vendors who have made themselves known to the city and are interested in soliciting city business.

H. Purchasing preferences may be given to businesses within Eagle Mountain City if they are responsive responsible vendors, offer a fair price, and satisfy all requirements of the purchase.

I. Recommend to the city and city council new or revised purchasing requirements as are deemed desirable and in conformance with other statutory requirements concerning amendments to this chapter.

J. In the absence of the city administrator, the deputy city administrator shall be authorized to fulfill the duties of the city administrator with respect to any contract, purchase or payment that requires immediate action or execution. In the absence of both the city administrator and the deputy city administrator, the assistant city administrator shall be authorized to fulfill those duties. The deputy city administrator or assistant city administrator as the case may be shall promptly notify the city administrator of any actions taken in his or her absence. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012].

3.20.050 Minor, Small & Medium Purchases.



The following guidelines and approvals are required for all purchases unless otherwise exempted in this chapter:

Minor purchases: 5,000.00 or less
Small purchases: 5,000.01 -15,000.00
Medium purchases: 15,000.01- 75,000.00

A. **Minor purchases:** Any minor purchase in the total amount of \$5,000.00 or less may be made or approved by:

1. An employee authorized by their department head.

2. Minor purchases shall not require bids or quotes of any type but are subject to the general purchasing policy indicated in section 3.20.030.
3. No purchase shall be contracted for, or made, unless funds sufficient to cover the purchase have been budgeted, appropriated by the city council, and are available within the department's approved budget for the years in which the funds are to be expended.
4. Approval of a budget by the city council that includes amounts for the acquisition of nonprofessional services, professional services, building improvements, equipment, and supplies includes authorization to approve a contract for such services, improvements, equipment and supplies and authorization to make payment to the contractor or vendor in the amount budgeted, provided the services and supplies are acquired as set forth in this section and do not exceed budgeted amounts.

B. Small purchases: Any small purchase in the total amount equal to or more than \$5,000.01 but less than \$15,000.00 must be made or approved by:

1. The department head or
2. The city administrator / designee.
3. Small purchases shall require three (3) informal documented electronic, verbal, or written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.
4. The city administrator / designee may approve a purchase or expenditure without the required price quotes if the city administrator / designee determines that there are not three additional vendors or suppliers of such items.
5. No purchase shall be contracted for, or made, unless funds sufficient to cover the purchase have been budgeted, appropriated by the city council, and are available within the department's approved budget in the years in which the funds are to be expended.
6. Approval of a budget by the city council that includes amounts for the acquisition of nonprofessional services, professional services, building improvements, equipment, and supplies includes authorization to approve a contract for such services, equipment and supplies and authorization to make payment to the contractor or vendor in the amount budgeted, provided the services and supplies are acquired as set forth in this section and do not exceed budgeted amounts.

C. Medium purchases: Any medium purchase in the total amount equal to or more than \$15,000.01 but less than \$75,000.00 must be made or approved by:

1. Both the department head and the city administrator / designee.
2. Medium purchases shall require a minimum of three (3) formal documented written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.
3. The city administrator / designee may approve a purchase or expenditure without the required price quotes if the city administrator / designee

determines that there are not three additional vendors or suppliers of such items.

4. No purchases shall be contracted for, or made, unless funds sufficient to cover the purchase have been budgeted, appropriated by the city council, and are available within the department's approved budget in the years in which the funds are to be expended.
5. Approval of a budget by the city council that includes amounts for the acquisition of nonprofessional services, professional services not listed below, building improvements, equipment, and supplies includes authorization to approve a contract for such services, equipment and supplies and authorization to make payment to the contractor or vendor in the amount budgeted, provided the services and supplies are acquired as set forth in this section and do not exceed budgeted amounts. The following professional services must be approved by the city council: Auditing, attorneys, architectural services for city facilities, branding, government relations, and consulting services for the development of master plans and the general plan.
6. Purchases involving any type of service provided by the vendor for infrastructure improvement on city property shall require a contract and / or other documentation to be signed and filed prior to the work being performed.

D. Utility Purchases:

Any purchase for public utilities equipment and supplies in the total amount of more than \$15,000.01 but less than \$125,000.00 shall be made or approved by the department head and city administrator / designee and shall require a minimum of three (3) formal documented written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.

E. Construction Projects:

Any purchase for an individual construction project for direct construction costs, including design and allowable furniture or equipment costs in the total amount of more than \$15,000.01 but less than \$125,000.00 shall be made or approved by the department head and city administrator / designee and shall require a minimum of three (3) formal documented written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.

- F. For purposes of determining the estimated total price of a contract for nonprofessional services, equipment, or supplies, that would commonly be considered a single purchase shall not be subdivided into component parts to avoid authorization limits.

The following **guidelines and** approvals are required for all large purchases unless otherwise exempted in this chapter:

Large purchases: Equal to or more than \$75,000.01

- A. **Large purchases:** Any large purchase in the total amount **equal to or more than \$75,000.01** must be **purchased and approved** through a sealed bid process:
1. Large purchases shall require an invitation to bid or a request for proposal issued prior to acquisition unless specifically exempt from the competitive bidding requirements of this chapter.
 2. Bid specifications for public contracts shall not expressly or implicitly require any product by any brand name or make, nor the product of any particular manufacturer. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012].
 3. **No purchase shall be solicited for, contracted for, or made, unless funds sufficient to cover the purchase have been budgeted, appropriated by the city council, and are available within the department's approved budget in the years in which the funds are to be expended.**
 4. **Approval of a budget by the city council that includes amounts for the acquisition of nonprofessional services, professional services not listed below, equipment, and supplies includes authorization to approve a contract for such services, equipment and supplies and authorization to make payment to the contractor or vendor in the amount budgeted, provided the services and supplies are acquired as set forth in this section and do not exceed budgeted amounts. The following professional services must be approved by the city council: Auditing, attorneys, architectural services for city facilities, branding, government relations, and consulting services for the development of master plans and the general plan.**
 5. **Any contract obtained through the formal bidding process that exceeds the budgeted amount of the project must obtain city council approval.**
 6. **Purchases involving any type of service provided by a vendor for infrastructure improvement on city property shall require a contract and / or other documentation to be signed and filed prior to the work being performed.**
- B. **Utility Purchases:**
Any purchase for public utilities equipment and supplies in the total amount equal to or more than \$125,000.01, must be solicited by an invitation for bid or a request for proposal prior to acquisition and are subject to large purchase requirements unless specifically exempt from the competitive bidding requirements of this chapter.
- C. **Construction Projects:**
Any purchase for individual construction projects in the total amount equal to or more than \$125,000.01, must be solicited by an invitation for bids or a request for proposals prior to acquisition and are subject to large purchase requirements unless specifically exempt from the competitive bidding requirements of this chapter.

3.20.070 Exemptions. SHARE

The following transactions are exempt from the competitive bidding requirements of this chapter. The city administrator / **designee** shall determine whether or not a particular contract or purchase is exempt under the following criteria:

A. **Grants, gift, or bequest.** When the provisions of this chapter would prevent the city from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law. **The city may expend the funds upon city council direction and approval in the manner consistent with the wishes and objectives designated by the donor or grantor.**

B. **State and Federal Funds.** When any purchase or encumbrance is made with state or federal funds and the applicable state or federal laws or regulations are in conflict with this chapter to the extent that following the provisions of this chapter would jeopardize the use of those state or federal funds, such conflicting provisions of this chapter shall not apply and the city officials making such purchases shall follow the procedure required by the state or federal laws or regulations.

C. **Emergency purchases.** Emergency **purchases are those purchases** which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, or public or private property; circumstances which place the city or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the city to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The city administrator shall notify the city council of any emergency contract which would have normally required their approval at the next regularly scheduled city council meeting.

For the purposes of this section, an emergency is a condition or situation which creates an immediate threat to public health, safety, or welfare. Examples of conditions or situations which may constitute emergencies include but not limited to earthquakes, floods, terrorist attacks, wars, epidemics, recession, riots, road failures, utility failures, structure failures, and equipment failures.

D. **Municipal Buildings Authority Act.** Projects which are acquired, expanded, or improved under the Municipal Buildings Authority Act.

E. **Sole Source Procurement.** Purchases from vendors or suppliers who are a sole source of the goods or services under procurement.

1. **Sole source procurement may be used if the city administrator / designee determines that a service, product, or requirement is reasonably available only from a single supplier or contractor.**

2. The justification for sole source procurement shall be included in the procurement documentation. The city administrator / designee may establish policies governing the negotiation of sole source procurements.
3. Contracts for procurement of equipment which may be more efficiently added to, repaired, or maintained by a certain product brand, person, or firm, by reason of the training of city personnel who service such equipment, or because the equipment is addition to or for the repair or maintenance of equipment already owned by the city.
4. For any sole source procurement that is a large purchase, notice of the sole source procurement shall be published at least 10 days before the approval of purchase.

F. **State Contracts.** Purchases from state or local surplus property agencies or entities or purchases from entities under state-awarded equipment contracts.

1. **State Division of Purchasing Contracts:** Purchases made through the cooperative purchasing contracts administered by the State Division of Purchasing shall not require bids or quotes of any type.
2. **Cooperative Procurements:** The city may make purchases through a cooperative procurement with a public entity inside or outside the state, another state, a cooperative purchasing organization, nonprofit cooperative organization, or, as permitted under federal law, an agency of the federal government all of which shall not require bids or quotes of any type.

G. **Professional Service Agreements:** Shall not be subject to the competitive sealed bidding requirements of this chapter however, medium, and large professional service agreements (\$15,000.01 and above) must be approved by the city council and / or city administrator as follows. The city council must approve the following professional service contracts which are medium or large purchases: Auditing, attorneys, architectural services for city facilities, branding, government relations, and consulting services for the development of master plans and the general plan. Any professional service contracts which are medium or large purchases which are not included in the above-listed categories, may be awarded at the discretion of the city administrator.

1. Professional service contracts shall be awarded based on evaluation of services needed, ability of the contractors, professional qualifications, experience, ability to meet the city's specific service requirements, uniqueness of the service, cost of service, general performance of the contractor, and other criteria deemed important.
2. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012].

- H. **Library Purchases:** The purchase of library books, records, tapes, films, publications, periodicals, and subscriptions are specifically exempted from competitive bidding requirements, but the city shall make a good faith effort to obtain the best price possible for these purchases.
- I. **Auction, Closeout, bankruptcy sales:** If the city administrator / designee determines that supplies can be purchased at any public auction, internet auction, closeout sale, bankruptcy sale or other similar sale, and if the city administrator / designee finds that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or contracts may be let or the purchase made, without complying with the competitive bidding requirements of this article.
- J. **Exchanges:** Exchanges of supplies between the city and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.
- K. **Utah Correctional Industries Division:** Goods and services produced by the Utah Correctional Industries Division may be purchased from the Utah Correctional Industries Division without following any of the bidding requirements set forth herein.
- L. **Unsuccessful Competitive Sealed Bidding:** If the bids received in response to a competitive sealed bid process are not timely and responsive proposals, unreasonable, noncompetitive, or in excess of available funds, the city may procure the needed goods or services from any source and in any legal manner which is determined to be in the best interest of the city.
- M. **Negotiation of Bids.** Where a bid exceeds available funds and time or economic considerations preclude re-solicitation of work or purchase of a reduced scope or quantity, the city administrator / designee may negotiate an adjustment of the bid price, including changes in the bid requirements in order to bring the bid within the amount of available funds.
- N. **Contract Extension.** The city may provide an extension of contract with a firm currently providing service to the city if the city council approves an extension rather than a bid process, it is in the best interest of the city and it does not exceed a total period of five years.
- O. **Used Supplies:** The city may acquire used supplies without following formal purchasing procedures if the city administrator / designee determines that there is an established market price for the used supplies and that it is beneficial for the city to acquire the used supplies.

P. **Ongoing Construction Work:** If a contractor has been hired to work in a given area by a person or entity other than the city and if the city has work that needs to be completed in the area, and if the city administrator / designee determines that there is an established price for the type of work that the city needs completed and that the city can save on mobilization costs by hiring the contractor that is already in the area, then the city may negotiate with and contract directly with the contractor without following formal purchasing processes.

Q. **Projects Performed by City Employees:** City employees may be used to complete city public improvement projects, provided that the city complies with state statutory requirements governing contracts for municipal public improvements and public improvement projects are approved by the city administrator.

3.20.080 Bid Requirements.

 SHARE

The competitive procurement processes shall include, at a minimum, the following requirements:

- A. Notice of the request shall be made public in a manner determined by the purchasing agent to be in the city's best interests. The request shall state the requirements to which a prospective applicant may respond.
- B. Bid and proposal submissions shall be in writing and submitted to the bidding site specified by the city and / or other submission methods selected for use by the city.
- C. The city shall have authority to require insurance certificates, bid, performance, payment, or other bonds in such amounts as deemed necessary to protect the interests of the city. The types and amounts of insurance and bonds to be required shall be described in the notice inviting bids or request for proposal.
- D. Proposals which are received prior to or at the time established in the request shall be opened in a manner established by the request, this chapter, or an applicable city policy. A record of each such proposal shall be retained by the city pursuant to the Utah Municipal general records retention schedule.
- E. Each timely and responsive proposal shall be evaluated based upon the criteria established in the invitation, this chapter, and any applicable city policy.

3.20.090 Bid Award and Rejection.

 SHARE

A. After bids are opened, and a determination is made that a contract will be awarded, the contract will be awarded to the bidder that shall be the most advantageous and produce the best possible outcome for the city.

B. The award shall be determined to be the most advantageous to the city, taking into consideration price, the evaluation factors set forth in the bid or request for proposal, compliance with specifications and other criteria set forth herein.

1. The applicant's capacity to perform the applicable contractual requirements, including, but not limited to, whether the applicant has available and appropriate financial, material, equipment, facility, and personnel resources and expertise.
2. The applicant's legal capacity and ability to enter into an agreement with the city.
3. The applicant's qualifications, ability, skill, and quality of performance in light of the required goods, services, or construction.
4. The applicant's ability to provide warranties, maintenance, and service with respect to the subject matter of the contract to be awarded.
5. The applicant's ability to work cooperatively with the city, including, but not limited to, prior interactions with the city or other similar entities.
6. Litigation or prosecution, or other similar claims, by or against the applicant.
7. Past negative city experience with the applicant.
8. Any other factor that the city determines in its discretion to be relevant to the awarding of a bid.

C. The city shall provide written electronic or traditional notification of bid / proposal submissions to each applicant and will notify each applicant when a bid / proposal is selected for an award. Upon providing such notification, the bids / proposals received by the city shall be open for public inspection.

D. The successful bidder shall promptly execute a formal contract and, if required, deliver bonds together with proof of appropriate insurance. Upon execution of the contract, bonds, and insurance, the bid security shall be returned. Failure to execute the contract, bond, or insurance shall be cause to forfeit the bid security. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012].

E. The city may reject any and/or all bids presented, if rejection of all bids is determined to be in the best interest of the city and may re-advertise for bids as set forth in this article.

F. Bids may be rejected if the bid is not in compliance with all prescribed requirements. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012].

G. An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the city; the reasons for cancellation or rejection shall be made part of the contract file.

H. Bids will not be invited or solicited from and contracts will not be concluded or made with persons or entities controlled by, or in which persons have a financial interest who

are elected officials of the city, employees, or persons under professional services contracts with the city or members of the immediate family of such elected officials, employees or consultants, or other persons or entities which violate other provisions of law; the city shall not contract for professional services with any person or entity which provides professional services to any person or entity engaged in development in the city or otherwise contracting with the city for goods and/or services. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.100 Prequalification & Disqualification of Bidders.

The city may require prequalification of vendors and bidders.

- A. All vendors and bidders shall fill out the city's vendor application, submit a current W9, and any other documentation selected for use in the vendor application by the city.
- B. If there has been any substantial change of conditions or circumstances which would make any statement contained in the vendor application no longer applicable or untrue, the vendor must notify the city and update the vendor's information.
- C. If an applicant does not qualify, written notice to the applicant is required stating the reasons the vendor application was denied and informing the applicant of the right to appeal the decision within five business days after receipt of the notice.
- D. Upon discovering that a prequalified party is no longer qualified, the city may revoke qualification by sending notification of the revocation to the party subject to the revocation. The notice shall state the reason(s) for revocation, and that the revocation will be effective immediately. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

A vendor or bidder may be disqualified if:

- E. The vendor or bidder does not have sufficient financial ability to perform the contract. (EMC 3.20.120)
- F. The vendor or bidder does not have equipment available to perform the contract. (EMC 3.20.120)
- G. The vendor or bidder does not have key personnel available, of sufficient experience, to perform the contract. (EMC 3.20.120)
- H. The vendor, bidder or person has repeatedly breached contractual obligations with public and private agencies. (EMC 3.20.120)

I. The **vendor or** bidder fails to comply with the requests of an investigation by the city administrator / **designee**. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. (EMC 3.20.120)

3.20.110 Appeals procedure.

Any supplier, vendor, or contractor subject to an adverse procurement decision by the city, in violation of this chapter, may appeal that decision to the city council.

A. The complainant shall promptly file a written appeal letter, with the city recorder, within five working days **of** the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought including:

1. The name, address, email, and telephone number of the applicant.
2. Identification of the contract and procurement number.
3. A detailed statement of all legal and factual grounds for the appeal, including true and accurate copies of all supporting documentation.
4. A detailed explanation of the relief requested.
5. The signature of the applicant or its legal representative.

B. Upon receipt of the notice of appeal, the city recorder shall forward to the city council the appeal notice, investigation of the matter and any other relevant information.

C. The city council shall conduct a hearing on the matter and provide the complainant with an opportunity to be heard. A written decision shall be sent to the complainant. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

D. The city council shall be the final appeal entity on the city level. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.120 Accounts payable.

The city's finance director will be responsible for establishing a system/process for the accurate and timely processing of all disbursements of city funds with emphasis on taking advantage of discounts when available and avoidance of late charges.

The city council may request that the city council be provided with a financial report once a month at the first council meeting of the month for the preceding month. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.130 Cost-plus-a-percentage-of-cost profit contracts prohibited.

A. Subject to the limitations of this section, any type of contract which will promote the best interests of the city may be used; provided, that the use of a cost-plus-a-percentage-of-cost profit contract is prohibited unless specifically approved by the city

council under special circumstances which clearly justify the use of such contracts because the scope of work or the nature of the work is to be closely supervised by the city and the city council so finds in writing.

B. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.140 Required contract clauses.



A. The unilateral right of the city to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

B. Variations occurring between estimated quantities of work in a contract and actual quantities.

C. Suspension of work ordered by the city.

D. Requirements for performance bonds and labor and material payment bonds as required by law for construction projects.

E. Other provisions required for compliance with federal or state law.

F. All specifications shall seek to promote overall economy and best use for the purposes intended and encourage competition in satisfying the needs of the city and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this chapter, Utah products shall be given preference as required by Utah law. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.010 Purpose. SHARE

The ~~underlying~~ purpose of this chapter is:

A. To ensure that purchases and services contracted for the city are in the best interest of the public and to assure fair and equitable treatment of all persons who wish to or do business with the city. **Split into two sentences.**

B. ~~To provide for the greatest possible economy in procurement activities for the city.~~ **Reworded**

C. To foster effective broad-based competition within the free enterprise system ~~to ensure that the city will receive the best possible service or product at the lowest possible price.~~ **Reworded**

D. To provide a systematic and uniform method of purchasing goods and services for the city. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.020 Definitions. SHARE

Bolded and lettered all the headings, added semicolons.

“Business” means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

“Change order” means a written order signed by the city administrator or ~~department head~~, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the city administrator to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. **Added designee.**

“City” means Eagle Mountain City and all other reporting entities controlled by or financially dependent upon the city council.

“City administrator” means the city administrator of Eagle Mountain City or an agent of the city administrator designated to perform the functions of the city administrator described in this chapter.

“Contract” means a written agreement for the delivery or disposal of supplies, services, or construction. **Added more content.**

“Invitation for bids” means all documents, whether attached or incorporated by reference, used for soliciting bids. **Added more content.**

“Person” means any business, individual, union, committee, club, other organization, or group of individuals.

“Procurement” means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, services, or construction. **Added more content**

“Professional services contract” means a contract for services performed by an independent contractor in a professional capacity who produces a service predominantly of an intangible nature. These include, but are not limited to, the services of an attorney, physician, engineer, accountant, architectural consultant, dentist, artist, appraiser, or photographer. (Reworded / added to)

“Public utilities equipment and supplies” means equipment and materials purchased by the public works department and energy department that are used in the regular course of supplying public utilities, and includes such items as piping, meters, conduit, terminations, transformers, cable, wire, hoses, and pad mount equipment. “Public utilities equipment and supplies” does not include any purchase that includes, in whole or in part, labor (not including freight or delivery), services, vehicles or machinery.

~~“Public works project” means the construction of a park or recreational facility or a pipeline, culvert, dam, canal, or other system for water, sewage, storm water, or flood control. (Removed as wording is no longer in the document)~~

“Purchase” means the acquisition of goods (supplies, equipment, etc.) in a single transaction such that payment is made prior to receiving or upon receipt of the goods. (Added to in new code)

~~“Purchase description” means the words used in a solicitation to describe the supplies or services to be acquired, and includes specifications attached to or made a part of the solicitation. (Removed as wording is no longer in the document)~~

“Request for proposals” means all documents, whether attached or incorporated by reference, used for soliciting proposals. (Added to in new code 3.20.020)

“Sealed bids” means written proposals from persons or entities offering to contract with or to sell to the city which are received in sealed envelopes to be opened after the deadline for receipt of bids as defined in an invitation to bid.

“Sole source” means goods or service for which there is only one source for the procurement item. Circumstances under which there is only one source of a procurement item may include: (1) where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service; (2) where a procurement item is needed for trial use or testing; (3) where transitional costs are unreasonable or cost prohibitive; or (4) where reasonably equivalent goods or services are not available from any other source. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012]. Numbered items broken out and listed separately for easier reading.

3.20.030 General policy. SHARE

A. All city purchases and contracts for goods and services shall be subject to this chapter unless specifically exempted.

B. No contract or purchase shall be so arranged, fragmented or divided with the purpose or intent to circumvent this chapter.

C. No purchase shall be contracted for, or made, unless sufficient funds have been budgeted in the years in which the funds are to be expended. Moved to 3.20.050 Item A 5 of new code rewrite.

D. Reasonable attempts shall be made to publicize anticipated purchases or contracts to known vendors, contractors, and suppliers.

E. When it is advantageous to the city, annual contracts for services and supplies regularly purchased should be approved.

F. All contracts for services shall be approved as to form by the city attorney. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.040 Authority of city administrator. SHARE

~~The city administrator or a person designated by the city administrator~~ shall be responsible for the following: **(Reworded to make the purchasing agent responsible duties concerning purchasing)**

A. Ensure that all purchases for services comply with this chapter;

B. Review and approve all purchases of the city;

C. Establish necessary additional procedures for the efficient and economical management of the contracting and purchasing functions authorized by this chapter. Such procedures shall be in writing and on file in the city recorder's office as a public record;

D. Maintain accurate and sufficient records concerning all city purchases and contracts for services;

E. ~~Maintain a list of contractors for public improvements and personal services who have made themselves known to the city and are interested in soliciting city business;~~ **(Reworded and added to 3.20.040 G of new code)**

F. ~~Make recommendations to the city council concerning amendments to this chapter;~~ **(Reworded and added to 3.20.040 H of new code)**

G. In the absence of the city administrator, the ~~mayor~~ shall be designated and authorized to fulfill the duties of the city administrator with respect to any contract, purchase or payment that requires immediate action or execution. The ~~mayor~~ shall promptly notify the city administrator of any actions taken by the ~~mayor~~. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].

3.20.050 Approval of purchases. SHARE

The following approvals are required for all purchases unless otherwise exempted in this chapter: **Moved & added to 3.20.050 of new code rewrite.**

A. ~~Any contract, purchase, purchase order, check request, or service request for nonprofessional services and supplies or building improvements~~ **Moved to Purchase description -3.20.020 of new code rewrite.** in the total amount of \$1,000 or less may be made or approved by the city administrator, mayor or department head, or an employee or supervisor authorized to make such purchase, purchase order, check request, or service request by the city administrator, mayor or department head. **Moved to 3.20.050 of new code rewrite and reworded.**

~~B. Any contract, purchase, purchase order, check request, or service request for nonprofessional services and supplies or building improvements in the total amount of more than \$1,000 but less than \$5,000 must be made or approved by the city administrator or department head.~~ Moved to 3.20.050 of new code rewrite.

~~C. Any contract, purchase, purchase order, check request, or service request for nonprofessional services and supplies or building improvements in the total amount of more than \$5,000 but less than \$40,000 must be made or approved by both the public works director or energy director and the city administrator.~~ Moved & added to 3.20.050 of new code rewrite.

~~D. Any contract, purchase, purchase order, check request, or service request for nonprofessional services and supplies or building improvements in the total amount of more than \$5,000 but less than \$125,000 must be made or approved by the city administrator or department head.~~ Reworded and moved to 3.20.060 Med & Large purchases of new code rewrite.

~~E. The city administrator may establish additional policies and controls which are consistent with the approval mechanism set forth in this chapter.~~ Moved to 3.20.030, item F of new code rewrite & reworded.

F. The following contracts and purchases must be approved by the city council:

1. Any contract and purchase in the amount of \$40,000 or more, or any contract or purchase for public utilities equipment and supplies in the amount of \$125,000 or more. Moved to 3.20.060 item A of new code rewrite.

2. Any contract awarded through the formal bidding process. Moved to 3.20.060 item A, 2 of new code rewrite.

3. Any contract, purchase or payment over \$10,000 which is not anticipated in the current budget and is not funded by development fees (including connection fees or impact fees) or paid for by third parties. (Removed).

4. Accumulated "change orders" which would increase a previously approved contract by \$5,000 or more, taking into consideration all previously approved change orders to the contract under consideration. [Ord. ~~O-03-2019~~ § 2 (Exh. B); Ord. ~~O-17-2012~~]. Reworded /Moved to 3.20.030 item H of new code rewrite.

3.20.060 Exemptions. SHARE

Added and bolded all the headings.

The following transactions are exempt from the competitive bidding requirements of this chapter. The city administrator shall determine whether or not a particular contract or purchase is exempt under the following criteria: Moved to 3.20.070 of new code rewrite.

A. When the provisions of this chapter would prevent the city from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law. Moved to 3.20.070 of new code rewrite, new code added.

B. When any purchase or encumbrance is made with state or federal funds and the applicable state or federal laws or regulations are in conflict with this chapter to the extent that following the provisions of this chapter would jeopardize the use of those state or federal funds, such conflicting provisions of this chapter shall not apply and the city officials making such purchases shall follow the procedure required by the state or federal laws or regulations. **Moved to 3.20.070 of new code rewrite.**

C. Emergency contracts which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, or public or private property; circumstances which place the city or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the city to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The city administrator shall notify the city council of any emergency contract which would have normally required their approval at the next regularly scheduled city council meeting. **Moved to 3.20.070 of new code rewrite.**

D. Projects which are acquired, expanded, or improved under the Municipal Buildings Authority Act. **Moved to 3.20.070 of new code rewrite.**

E. Purchases from vendors or suppliers who are a sole source of the goods or services under procurement. If any sole source procurement exceeds \$40,000, notice of the sole source procurement shall be published in a newspaper of general circulation in the state or a newspaper of local circulation in the area at least 10 days before the public hearing to approve the purchase or contract by the city council. **Moved to 3.20.070 of new code rewrite.**

F. Purchases from state or local surplus property agencies or entities or purchases from entities under state-awarded equipment contracts. **Moved to 3.20.070 of new code rewrite.**

G. Professional Service Contracts. ~~The selection of personal service contracts~~ shall be based on an evaluation of the services needed, the abilities of the contractors, the uniqueness of the service and the general performance of the contractor. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012]. **Split into two items G, 1 & 2 new code rewrite 3.20.070.**

3.20.070 Purchases not requiring sealed bids.

A. Purchases and expenditures of less than \$1,000 shall not require bids or quotes of any type but are subject to the general policy in this chapter. ~~These purchases and expenditures are intended to include materials, supplies and services regularly purchased and consumed by the city such as office supplies, janitorial supplies, postage, food and beverages.~~ Purchases shall not be artificially divided so as to constitute a purchase or expenditure under this section. **Moved to 3.20.050 minor purchases.**

B. ~~All purchases and expenditures of more than \$1,000 but less than \$5,000 shall require two documented price quotes unless the purchase or expenditure is exempt from the competitive bidding requirement of this chapter or requires a sealed bid.~~ **(Changed values and made it three quotes Moved to 3.20.050 small purchases.)**

C. ~~All purchases and expenditures of more than \$5,000 shall require a minimum of three documented price quotes unless the purchase or expenditure is exempt from the competitive bidding requirement of this chapter or the purchase expenditure requires a sealed bid.~~ The city administrator

may approve a purchase or expenditure without the required price quotes if the city administrator determines that there are not three additional vendors or suppliers of such items. **Moved to 3.20.050 small and medium purchases of new code rewrite.**

D. Purchases made through the cooperative purchasing contracts administered by the State Division of Purchasing shall not require bids or quotes of any type. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012]. **Moved to 3.20.070 Item F, 1 of new code rewrite.**

3.20.080 Purchases requiring sealed bids.

 SHARE

A. Unless specifically exempt from the competitive bidding requirements of this chapter, ~~whenever the total price of a contract for services, supplies or building improvements is estimated to be \$40,000 or more, or the total price of a contract for a public works project or public utilities equipment and supplies is estimated to be \$125,000 or more,~~ an invitation for bids or a request for proposals shall be issued prior to acquisition. **Moved to 3.20.060 large purchases A, 1.**

B. Bid Specifications. Specifications for public contracts shall not expressly or implicitly require any product by any brand name or make, nor the product of any particular manufacturer. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012]. **Moved to 3.20.060 Item A, 2 of new code rewrite.**

3.20.090 Requirements for bids.

 SHARE

~~All bids made to the city shall be:~~ **Reworded in new code rewrite under heading 3.20.080**

A. In writing; **Reworded in new code rewrite 3.20.080 Item B**

B. ~~Filed with the city recorder, unless specifically stated in the bid requests;~~ **Reworded in new code rewrite 3.20.080 Item B for bid to be submitted to bidding site.**

C. ~~Opened publicly by the city administrator, department head or other designated person at the time designated in the advertisement and filed for public inspection;~~ **Reworded in new code rewrite Item E, 3.20.082**

D. ~~Have the appropriate bid security attached, if required by the specifications for the project. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012].~~ **Reworded in new code rewrite Item C 3.20.082**

3.20.100 Award of contract.

 SHARE

After bids are opened, and a determination made that a contract be awarded, the award shall be made to the lowest responsible bidder. **Moved to 3.20.090 and added responsive. "Lowest responsible bidder" shall mean the lowest bidder who has substantially complied with all prescribed requirements, has submitted the bid in good faith, has a history of fully performing work at the bid price, and who has not been disqualified as set forth herein. In definition new code rewrite.**

The successful bidder shall promptly execute a formal contract and, if required, deliver a performance and payment bond to the city in a sum equal to the contract price, together with proof of appropriate insurance. Upon execution of the contract, bond, and insurance, bid security shall be returned. Failure to execute the contract, bond, or insurance shall be cause to forfeit the bid security. [Ord. O-03-2019 § 2 (Exh. B); Ord. O-17-2012]. **Moved to 3.20.090 Item D new code rewrite.**

3.20.110 Rejection of bids. SHARE

The city administrator or the city council may reject any bid not in compliance with all prescribed requirements and reject all bids if rejection of all bids is determined to be in the best interest of the city. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. Moved to 3.20.090 Item E and F new code rewrite.

3.20.120 Disqualification of bidders. SHARE

The city administrator, upon investigation, may disqualify a bidder if:

A. The bidder does not have sufficient financial ability to perform the contract; Reworded and Moved to 3.20.100 new code rewrite.

B. The bidder does not have equipment available to perform the contract; Reworded and Moved to 3.20.100 new code rewrite.

C. The bidder does not have key personnel available, of sufficient experience, to perform the contract; Reworded and Moved to 3.20.100 new code rewrite.

D. The person has repeatedly breached contractual obligations with public and private agencies; or Reworded and Moved to 3.20.100 new code rewrite.

E. The bidder fails to comply with the requests of an investigation by the city administrator. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. Reworded and moved to 3.20.100 new code rewrite.

3.20.130 Prequalification of bidders. SHARE

The city may require prequalification of bidders.

A. Upon establishment of the applicant's qualifications, the city administrator or department head shall issue a qualification statement. The statement shall inform the applicant of the project for which the qualification is valid, as well as any other conditions which may be imposed on the qualification. It shall advise the applicant to notify the city administrator or department head promptly if there has been any substantial change of conditions or circumstances which would make any statement contained in the prequalification application no longer applicable or untrue. Reworded and moved to 3.20.100 Item B new code rewrite.

B. If the city administrator or department head does not qualify an applicant, written notice to the applicant is required stating the reasons the prequalification was denied and informing the applicant of the right to appeal the decision within five business days after receipt of the notice. Reworded and moved to 3.20.100 Item C new code rewrite.

Appeals shall be made to the city council. The city administrator or department head may, upon discovering that a prequalified party is no longer qualified, revoke prequalification by sending notification of the revocation to the party subject to the revocation. The notice shall state the reason(s) for revocation, and that the revocation will be effective immediately. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. Reworded and moved to 3.20.100 Item D new code rewrite.

3.20.140 Appeals procedure. SHARE

Any supplier, vendor, or contractor subject to an adverse procurement decision by the city, in violation of this chapter, may appeal that decision to the city council. **Moved to 3.20.110 new code rewrite.**

A. The complainant shall promptly file a written appeal letter, with the city recorder, within five working days from the time the alleged incident occurred. The letter of appeal shall state all relevant facts of the matter and the remedy sought. **Moved to 3.20.110 new code rewrite.**

B. Upon receipt of the notice of appeal, the city recorder shall forward to the city council the appeal notice, investigation of the matter and any other relevant information. **Moved to 3.20.110 new code rewrite.**

C. The city council shall conduct a hearing on the matter and provide the complainant with an opportunity to be heard. A written decision shall be sent to the complainant. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. **Moved to 3.20.110 new code rewrite.**

3.20.150 Accounts payable. SHARE

The city's finance director will be responsible for establishing a system/process for the accurate and timely processing of all disbursements of city funds with emphasis on taking advantage of discounts when available and avoidance of late charges. The city council may request that the city council be provided a financial report once a month at the first council meeting of the month for the preceding month. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. **Moved to 3.20.120 new code rewrite.**

3.20.160 Cancellation and rejection of bids. SHARE

A. An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the city; the reasons for cancellation or rejection shall be made part of the contract file. **Moved to 3.20.090 Item G new code rewrite.**

B. Bids will not be invited or solicited from and contracts will not be concluded or made with persons or entities controlled by, or in which persons have a financial interest who are elected officials of the city, employees, or persons under professional services contracts with the city or members of the immediate family of such elected officials, employees or consultants, or other persons or entities which violate other provisions of law; the city shall not contract for professional services with any person or entity which provides professional services to any person or entity engaged in development in the city or otherwise contracting with the city for goods and/or services. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. **Moved to 3.20.090 Item H new code rewrite.**

3.20.170 Cost-plus-a-percentage-of-cost profit contracts prohibited. SHARE

Subject to the limitations of this section, any type of contract which will promote the best interests of the city may be used; provided, that the use of a cost-plus-a-percentage-of-cost profit contract is

prohibited unless specifically approved by the city council under special circumstances which clearly justify the use of such contracts because the scope of work or the nature of the work is to be closely supervised by the city and the city council so finds in writing. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. Moved to 3.20.130 and divided into A & B items new code rewrite.

3.20.180 Required contract clauses.

A. The unilateral right of the city to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Moved to 3.20.140 new code rewrite.

B. Variations occurring between estimated quantities of work in a contract and actual quantities. Moved to 3.20.140 new code rewrite.

C. Suspension of work ordered by the city. Moved to 3.20.140 new code rewrite.

D. Requirements for performance bonds and labor and material payment bonds as required by law for construction projects. Moved to 3.20.140 new code rewrite.

E. Other provisions required for compliance with federal or state law. Moved to 3.20.140 new code rewrite.

F. All specifications shall seek to promote overall economy and best use for the purposes intended and encourage competition in satisfying the needs of the city and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this chapter, Utah products shall be given preference as required by Utah law. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. Moved to 3.20.140 new code rewrite.

3.20.190 Appeals.

The city council shall be the final appeal entity on the city level. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)]. Moved to 3.20.110 letter D new code rewrite.

3.20.200 Conflicts prohibited.

~~No person involved in making procurement decisions may have personal investments or derive any income from any business entity which may create a conflict between their private interests and their public duties. [Ord. [O-03-2019](#) § 2 (Exh. B); Ord. [O-17-2012](#)].~~ Rewritten & moved to 3.20.030 new code rewrite.

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardshi	Service Enhancement
Number	Issue / Item	Description	Priority [see EMMC 2.15.100]	Status	Target Date	Date of last update	Comment/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	9/19/2023	Planning and GIS are actively working and making progress on this and having weekly meetings to review the map and resolve any issues.	5/2/2023	5/16/2023	Mumford	Curtis			X				
23.024	Future Land Use Plan	Redo residential zoning to specify housing unit mix.	High Priority	New	TBD	9/19/2023	This code amendment has been assigned, along with several other priority code amendments. Within the Neighborhood Residential 1 Zone there are various lot sizes, developers can propose all smaller size; wants a variety in each development. Tie this into the General Plan item. Staff are working on General Plan map first.	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					
23.044	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	10/17/2023	This review assigned has been started. The commercial storage part is expected in December.	8/15/2023	9/19/2023	Larsen	Wright			X				
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						

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	Comment/Update	Date proposed	Date Adopted	Work with:	Proposed by:						
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 within 30 days to consider the updates. Consider how to require equal zoning designations per land use designation (i.e., NR1 requires 1/3 unit by count in R1, R2, and R3). 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	TBD	8/31/2023	9/19/2023	Planning suggests a joint meeting in October/November at the earliest 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	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 an expedited way in/out of the city. Bring forward earlier the MAG project priority.	Secondary Priority	Long Horizon	TBD	10/17/2023	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. In response to query about Hidden Valley Road, a copy of the 2023 Regional Transportation Plan was emailed to the Council. Horrocks has given a new alignment which will need to go to the PC in October. Intending to 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	9/19/2023	Significant code amendments have been drafted and are undergoing internal review before bringing them forward. 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). Other MDA modifications? Six years - is it serving us? NR2 - discretion is	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	Love ickman		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						
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	10/17/2023	Drafted, needs to be vetted.	5/2/2023	5/16/2023	Larsen	Curtis			X			

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	Comment/Update	Date proposed	Date Adopted	Work with:	Proposed by:						
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 accomodated.	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		
23.036	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	Todd Black will map all City properties and we will then 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			
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						

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	Comment/Update	Date proposed	Date Adopted	Work with:	Proposed by:							
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
23.035	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.	Proposed	New			Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP 1/3/2023.	8/1/2023	1/3/2023		Wright							
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.	Proposed	New			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		
23.029	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					

UPCOMING AGENDA ITEMS

Upcoming Items:

- Consolidated Fee Schedule Update – Impact Fees
- Transportation Impact Fee - Update

Planning Items:

- Comcast Ranches Preliminary Plat
- Eagle Plaza Site Plan
- Peterson Plat Setback Modification Recorded Plat Amendment
- Spring Run Phase C Clubhouse Site Plan
- Walmart Preliminary Plat and Site Plan
- ROW Vacation/Service Drives/ADA (Code Amendment)
- MF Building Height (Code Amendment)
- Official Zoning Map Adoption