



EAGLE MOUNTAIN CITY COUNCIL MEETING

October 5, 2021, 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 PRESENTATION - Communities That Care
- 1.C DISCUSSION - Porter's Crossing Concept Plan
 - Porter's Crossing Concept - Apartments
 - Porter's Crossing Concept - Retail Area
 - Porter's Crossing - Residential Concept
 - Porter's Crossing - Retail Concept
 - Porter's Crossing Overall Plans - Amended Zoning Concept
- 1.D DISCUSSION - 7-Eleven Campus Drive Traffic
 - 7-Eleven - Traffic Impact Study
 - 7-Eleven - Traffic Letter
 - 7-Eleven - Civil Plans
- 1.E UPDATE - Upcoming Planning Items

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 discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

7:00 P.M. POLICY SESSION - CITY COUNCIL CHAMBERS

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

9.A [AGREEMENT - Approving the First Addendum to the Eagle Mountain Chamber of Commerce Management and Maintenance Agreement for Additional Ladder Sign Locations.](#)

[Proposed Ladder Sign Locations](#)

9.B [AGREEMENT - Approving the First Amendment to the Executech Professional Service Agreement for IT Services.](#)

[Current Executech Contract](#)

[Amended Executech Contract](#)

9.C [AGREEMENT - Approving a Memorandum of Understanding with the Utah Department of Workforce Services for Access and Use of the Water Assistance Vendor Portal System.](#)

[DWS Water Provider Agreement](#)

[Water Assistance Program FAQs](#)

10. BOND RELEASES

10.A [Eagle Point Phase G, Plat 1 - Out of Warranty](#)

[Bond Release Letter](#)

[Recorded Plat](#)

10.B [Spring Run Phase D, Plat 1 - Out of Warranty](#)

[Bond Release Letter](#)

[Recorded Plat](#)

10.C [Spring Run Phase D, Plat 2 - Out of Warranty](#)

[Bond Release Letter](#)

[Recorded Plat](#)

10.D [The Landing Phase A, Plat 4 - Out of Warranty](#)

[Bond Release Letter](#)

[Recorded Plat](#)

11. CHANGE ORDERS

- 11.A [Airport Road Design Change Order #3 - Civil Science](#)
- 11.B [Pony Express Widening Design Change Order #6 - Horrocks Engineers](#)
- 11.C [Wastewater Treatment Plant Expansion Change Order #4 - FX Construction](#)

12. MINUTES

- 12.A [September 21, 2021 Minutes - Regular City Council Meeting](#)
[September 21, 2021 City Council Minutes - DRAFT](#)

SCHEDULED ITEMS

13. ORDINANCE/PUBLIC HEARING

- 13.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2021-2022 Budget.](#)

BACKGROUND: *(Presented by Finance Director Kimberly Ruesch)* State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the second amendment for Fiscal Year 2021-2022 and includes increases in the General and Capital Projects Funds.

[ORD--FY 2022 Budget Amendment #2](#)

[FY 2022 Budget Amendment #2](#)

14. MOTION

- 14.A [AGREEMENT - Approving a Deed of Conservation Easement.](#)

BACKGROUND: *(Presented by City Attorney Jeremy Cook)* The proposed deed of conservation easement is provided in conjunction with the Deer Haven development which is located southwest of Cedar Pass Ranch and north of Lone Tree. The conservation easement will facilitate the migration of wildlife from one range area to another. The easement is intended to protect the property to remain open and undisturbed and to prevent any use of the property that may interfere with the conservation values.

[Deed of Conservation Easement - J. Cook Clean Copy](#)

[Deed of Conservation Easement - Applicant Version w/ J. Cook Edits](#)

15. CITY COUNCIL/MAYOR'S BUSINESS

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

16. 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.

17. COMMUNICATION ITEMS

- 17.A Upcoming Agenda Items
[CI--Upcoming Agenda Items](#)

18. 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 1st day of October, 2021, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	DISCUSSION - Porter's Crossing Concept Plan		
ITEM TYPE:	Concept Plan		
FISCAL IMPACT:			
APPLICANT:	Sattar Tabriz		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY Ranches Gateway

PUBLIC HEARING:

No

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

Tayler Jensen

RECOMMENDATION:

BACKGROUND:

The applicant is looking for City Council feedback on their conceptual plan to amend the Porter's Crossing Town Center MDA/MDP

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

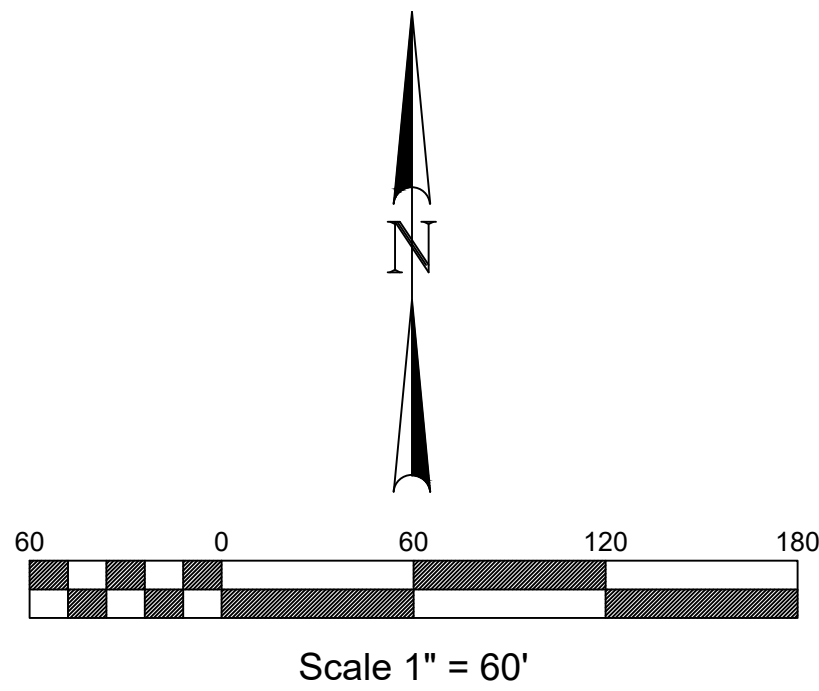
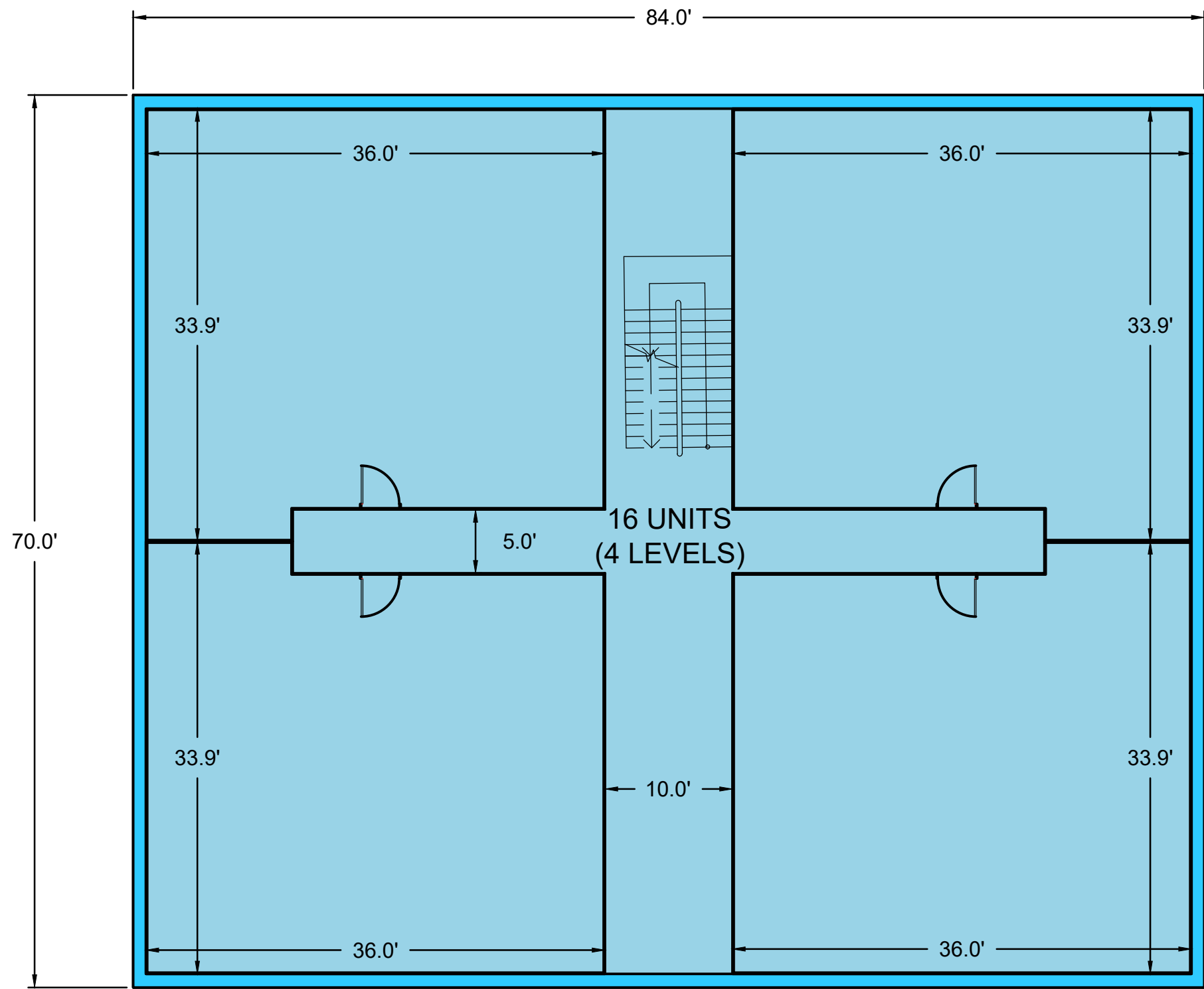
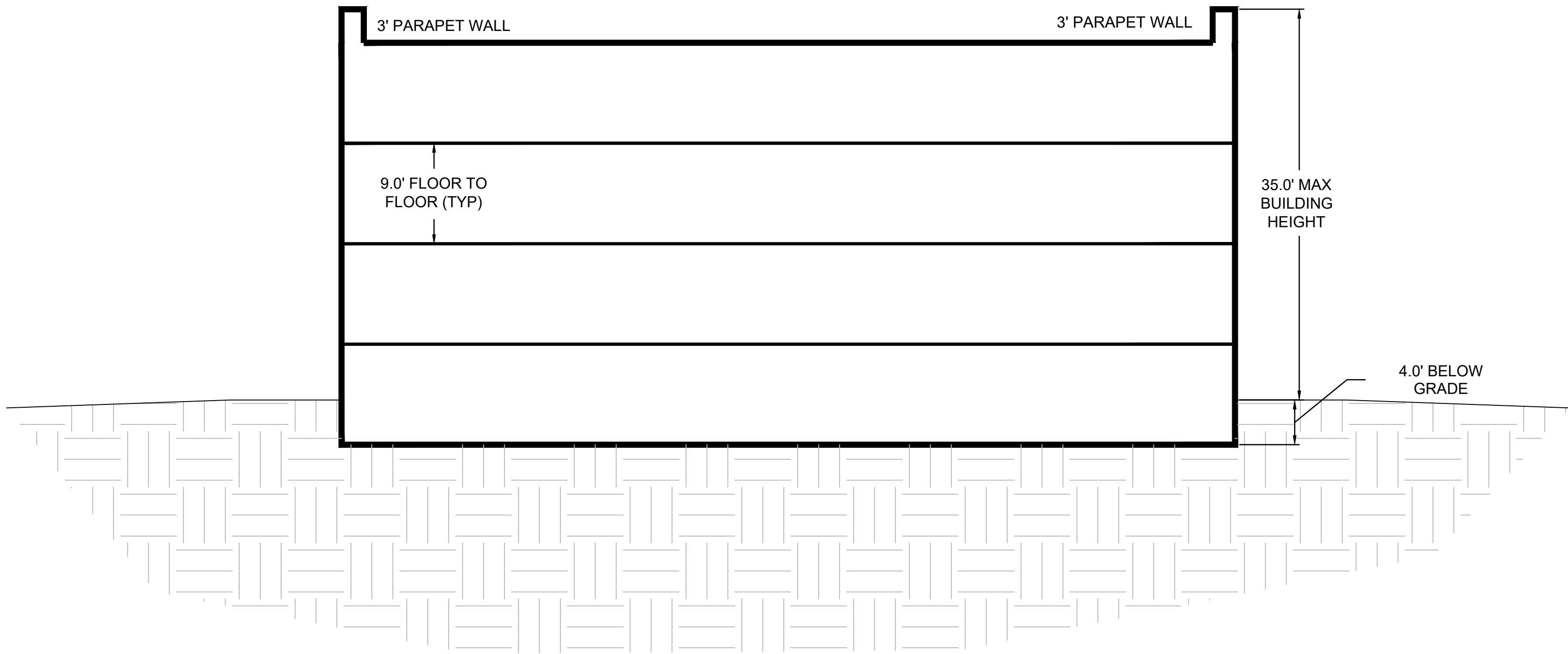
[Porter's Crossing Concept - Apartments](#)

[Porter's Crossing Concept - Retail Area](#)

[Porter's Crossing - Residential Concept](#)

[Porter's Crossing - Retail Concept](#)

[Porter's Crossing Overall Plans - Amended Zoning Concept](#)



CLIENT: PONY EXPRESS
DWG: 2021-04-30_PROPOSED BASE.DWG
JOB No: 3RD AMENDMENT
DATE: 3 MAY 2021

DRAWN BY: WARD
DESIGN BY: WARD
CHECKED BY: WARD
DATE: 3 MAY 2021

REVISIONS

SHEET

EX-01A

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040

CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
APARTMENT LAYOUT CONCEPT 1



1-800-662-4111

208-2100

208-2100

208-2100

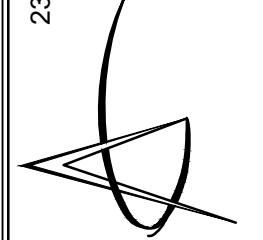
208-2100



REVISIONS	

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DESIGN BY: **WARD**
CHECKED BY: **WARD**
DATE: **3 MAY 2021**

CLIENT: **PONY EXPRESS**
DWG: 2021-04-30_PROPOSED BASE.DWG
JOB NO: 300 AMMENDMENT
DRAWN TO SCALE THE DRAWING. DIMENSIONS SHOWN ON PLOT SHEET TAKE PRECEDENCE OVER DIMENSIONS AND NOTES TAKE PRECEDENCE



231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801-487-8040

CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
APARTMENT LAYOUT CONCEPT 1

SHEET
EX-01B



SHEET

EX-01C

REVISIONS	

DRAWN BY: **WARD**

DESIGN BY: **WARD**

CHECKED BY: **WARD**

DATE: **3 MAY 2021**

CLIENT: **PONY EXPRESS**

DWG: **2021-04-30_PROPOSED BASE.DWG**

JOB NO: **3RD AMENDMENT**

DATE SCALE THE DRAWING: **AS SHOWN**

REVISIONS AND NOTES TAKE PRECEDENCE

Ward Engineering Group

Planning Engineering Surveying

231 West 800 South Salt Lake City, Utah 84101

CONCEPT PLAN

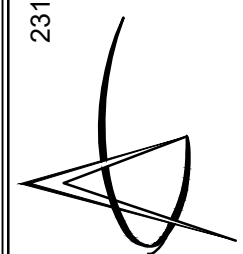
PORTER'S CROSSING

EAGLE MOUNTAIN, UT

APARTMENT LAYOUT CONCEPT 1



CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
APARTMENT LAYOUT CONCEPT 1



231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

CLIENT: PONY EXPRESS
DWG: 2021-04-30_PROPOSED BASE.DWG
PROJECT: PORTER'S CROSSING
JOB NO.: 3RD AMENDMENT
DRAFTER: JESSICA HARRIS
SCALE: 1/8"=1'-0" (AS SHOWN) AND NOTES TAKE PRECEDENCE

DRAWN BY: **WARD**
DESIGN BY: **WARD**
CHECKED BY: **WARD**
DATE: **2 MAY 2021**

REVISIONS	

SHEET
EX-01D



1-800-662-4111

208-2100

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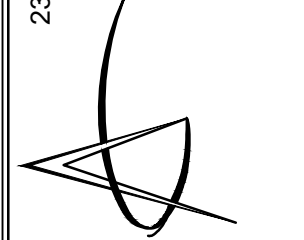


SHEET
EX-02B

REVISIONS	

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DESIGN BY: **WARD**
CHECKED BY: **WARD**
DATE: **3 MAY 2021**

CLIENT: **PONY EXPRESS**
DWG: 2021-04-30_PROPOSED BASE.DWG
JOB NO: 300 AMMENDMENT
DRAWN TO SCALE THE DRAWING. DIMENSIONS SHOWN ON PLOT SHEET TAKE PRECEDENCE OVER DIMENSIONS AND NOTES TAKE PRECEDENCE



231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
APARTMENT LAYOUT CONCEPT 2

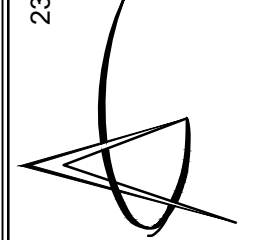
PH: 801-487-8040



REVISIONS	

DRAWN BY: **WARD**
DESIGN BY: **WARD**
CHECKED BY: **WARD**
DATE: **3 MAY 2021**

CLIENT: **PONY EXPRESS**
DWG: 2021-04-30_PROPOSED BASE DWG
JOB NO: 300 AMMENDMENT
DRAWN TO SCALE THE DRAWING. DIMENSIONS, DIMENSIONS, AND NOTES TAKE PRECEDENCE.



231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801-487-8040

CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
APARTMENT LAYOUT CONCEPT 2



CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
APARTMENT LAYOUT CONCEPT 2

231 West 800 South Salt Lake City, Utah 84101

Ward Engineering Group

Planning Engineering Surveying

DRAWN BY: **WARD**
DESIGN BY: **WARD**
CHECKED BY: **WARD**
DATE: **2 MAY 2021**

REVISIONS

SHEET

EX-02D

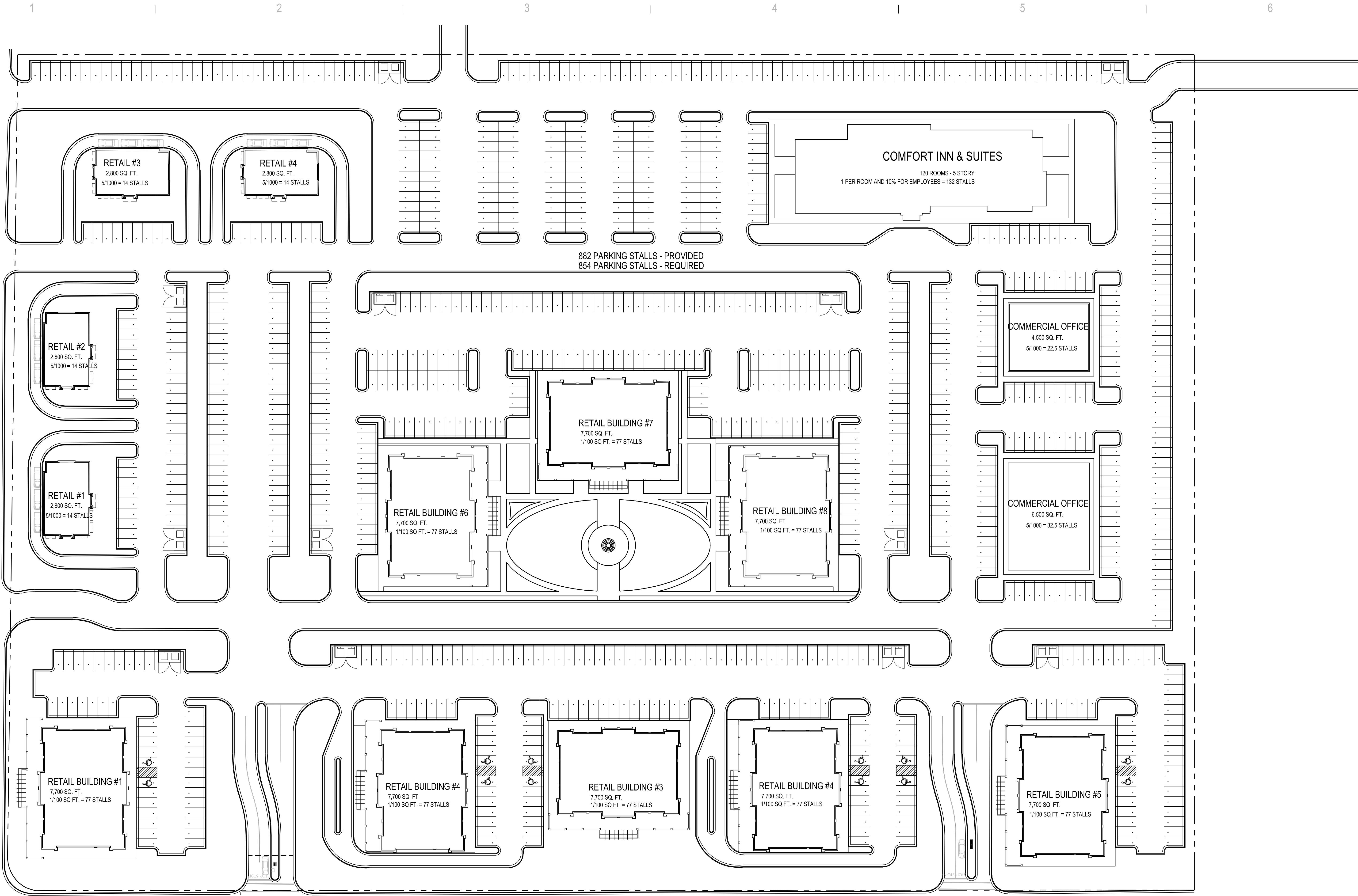
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PROJECT: PORTER'S CROSSING
JOB No.: 302 AMMENDMENT
DESIGN SCALE: THE DRAWING DIMENSIONS ARE SHOWN & USED
FOR CONSTRUCTION AND NOTES TAKE PRECEDENCE

This drawing is an instrument of professional services and the property of BEECHER, WALKER & ASSOCIATES, L.L.C. and shall not be used, in whole or in part, for any other project without the written permission of an authorized representative of BEECHER, WALKER & ASSOCIATES, L.L.C. Limitations shall be provided to any future users of this plan. Copyright © 2021 by BEECHER, WALKER & ASSOCIATES, L.L.C.

C

B

A



A PORTORS CROSSING RETAIL - HOME DEPO VERSION
SD1.0 / SCALE: 1" = 40'-0"

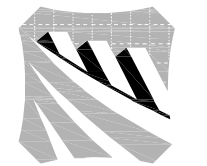
MARK	ISSUE DESCRIPTION	ISS. DATE	#	REV. DESCRIPTION	REV. DATE

C

B

A

Porters Crossing Retail
Saratoga Springs, Utah


BWA
ARCHITECTS
T: 801.438.9500
F: 801.438.9501
3115 EAST LION LANE, #200
HOLLADAY, UTAH 84121
BEECHERWALKER.COM

PROJECT NUMBER ####	
DWN BY ####	CHKD BY ####
PROJECT PHASE	

DRAWING NUMBER
SD1.0

An aerial perspective rendering of a proposed commercial development. The site is a large rectangular plot with a grid-like layout. At the top center is a tall, modern multi-story office building with a glass facade. To its right are two large, white, pyramid-shaped structures. The central part of the site features a cluster of smaller, two-story commercial buildings with flat roofs and modern facades. A central courtyard with a circular paved area and some landscaping is located in the middle of this cluster. The entire development is surrounded by extensive parking lots, which are filled with numerous small, stylized green trees. The overall design suggests a modern, mixed-use commercial center.

Porters Crossing Retail

Saratoga Springs, Utah



PROJECT NUMBER	
####	
DWN BY	CHKD BY
####	####
PROJECT PHASE	

DRAWING NUMBER

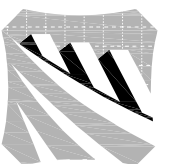
A900



A
901
PORTORS CROSSING CONCEPT IMAGE
NO SCALE

REV. DATE		REV. DATE		REV. DATE		REV. DATE	
#	REV. DESCRIPTION	#	REV. DESCRIPTION	#	REV. DESCRIPTION	#	REV. DESCRIPTION

Porters Crossing Retail
Saratoga Springs, Utah


BWA
ARCHITECTS
T 801 438 9500
F 801 438 9501
3115 EAST LION LANE, #200
HOLLADAY, UTAH 84121
BEECHERWALKER.COM

PROJECT NUMBER ####	
DWN BY ####	CHKD BY ####
PROJECT PHASE	

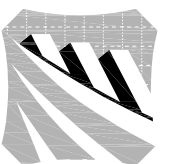
DRAWING NUMBER
A901



A
902
PORTORS CROSSING CONCEPT IMAGE
NO SCALE

MARK	ISSUE DESCRIPTION	ISS. DATE	REV. DATE	
			#	REV. DESCRIPTION

Porters Crossing Retail
Saratoga Springs, Utah


BWA
ARCHITECTS
T 801 438 9500
F 801 438 9501
3115 EAST LION LANE, #200
HOLLADAY, UTAH 84121
BEECHERWALKER.COM

PROJECT NUMBER

DWN BY

CHKD BY

PROJECT PHASE

DRAWING NUMBER
A902

This is a 3D architectural rendering of a proposed urban development, viewed from an elevated perspective. The central focus is a large, multi-story commercial building complex with a central courtyard. The courtyard features a circular plaza with a fountain, surrounded by trees and pedestrian walkways. The surrounding area includes parking lots, additional commercial buildings, and a tall building labeled 'HILL SITES' in the background. The rendering shows a mix of modern architectural styles, including low-rise commercial buildings and a taller, more modern structure. The overall scene is designed to illustrate the layout and scale of the proposed development.

Porters Crossing Retail



PROJECT NUMBER	
####	
DWN BY	CHKD BY
####	####
PROJECT PHASE	

####

DRAWING NUMBER

A903

A

D

B

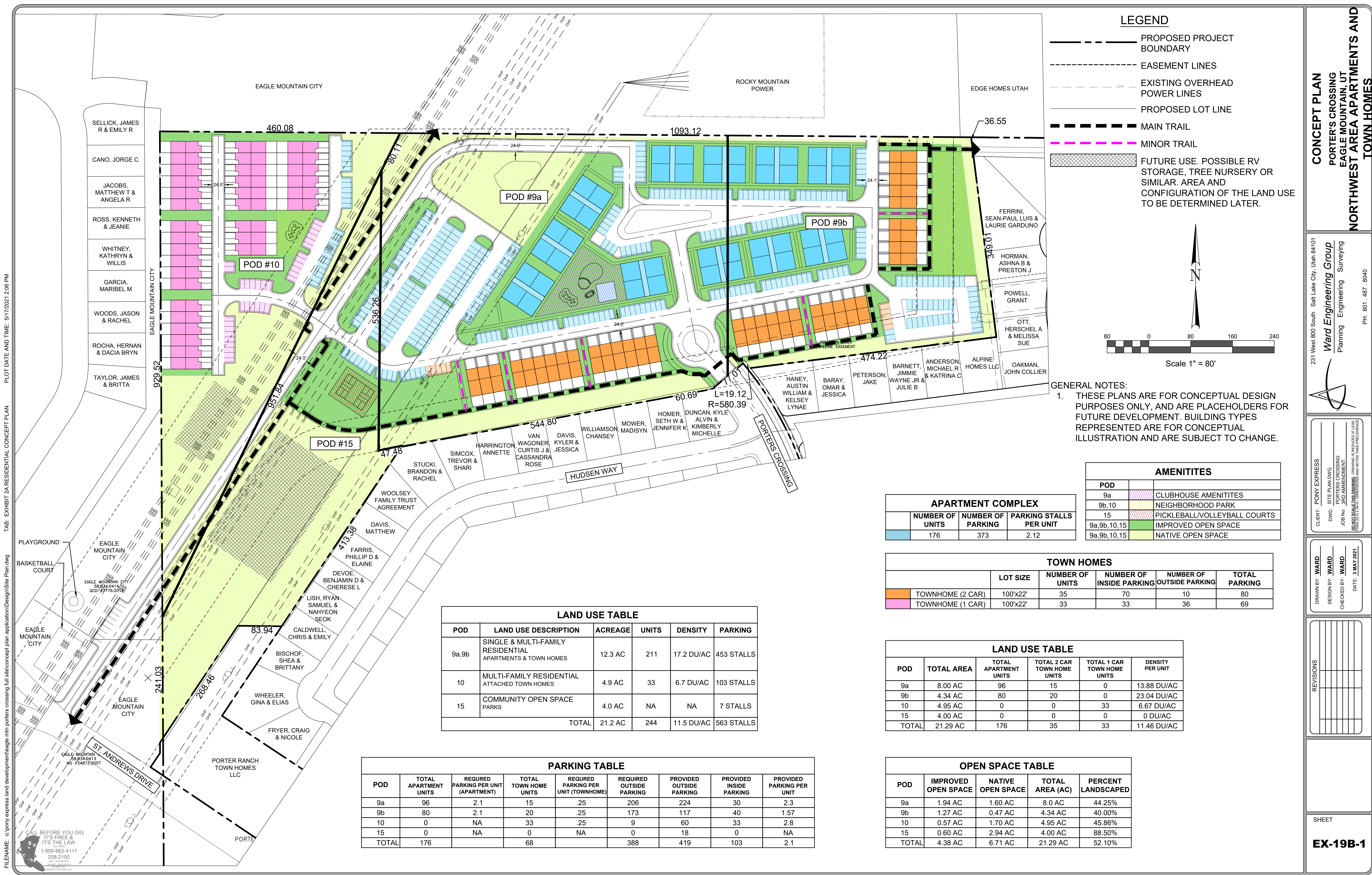


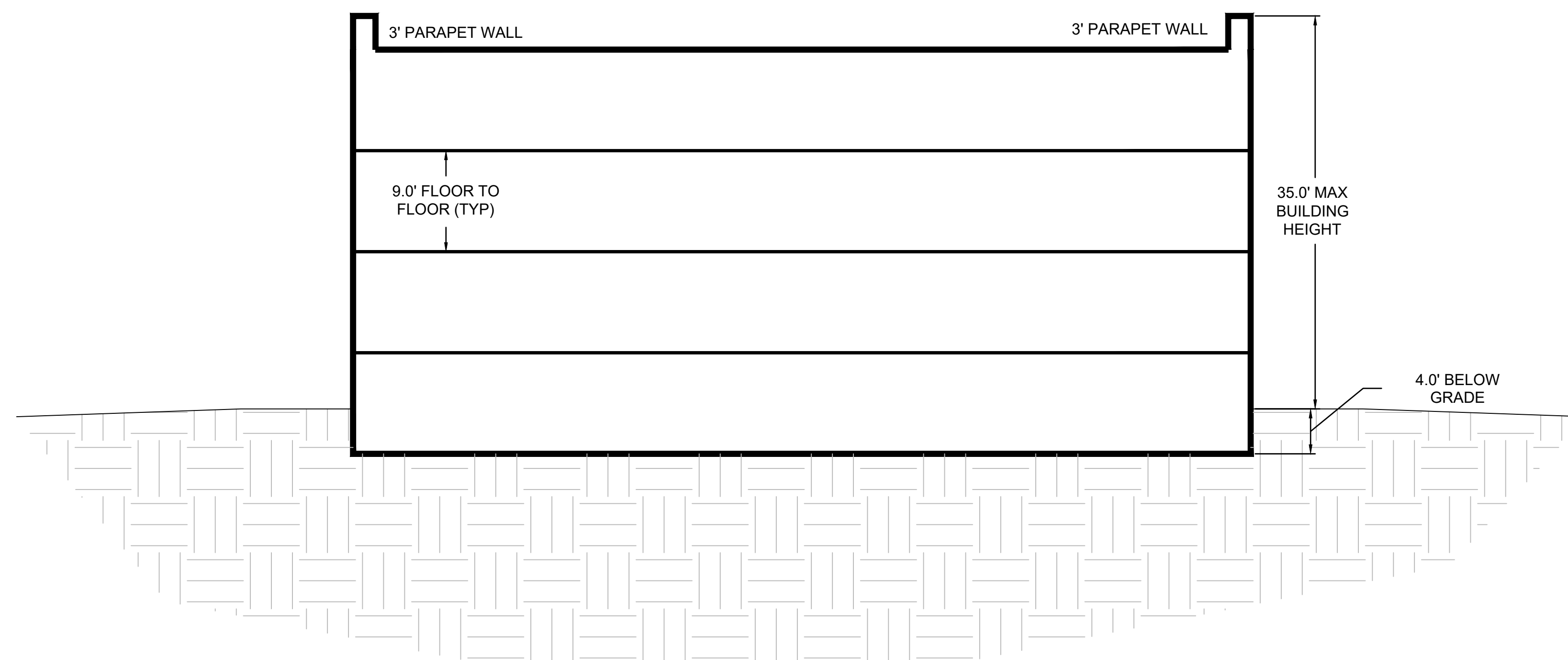
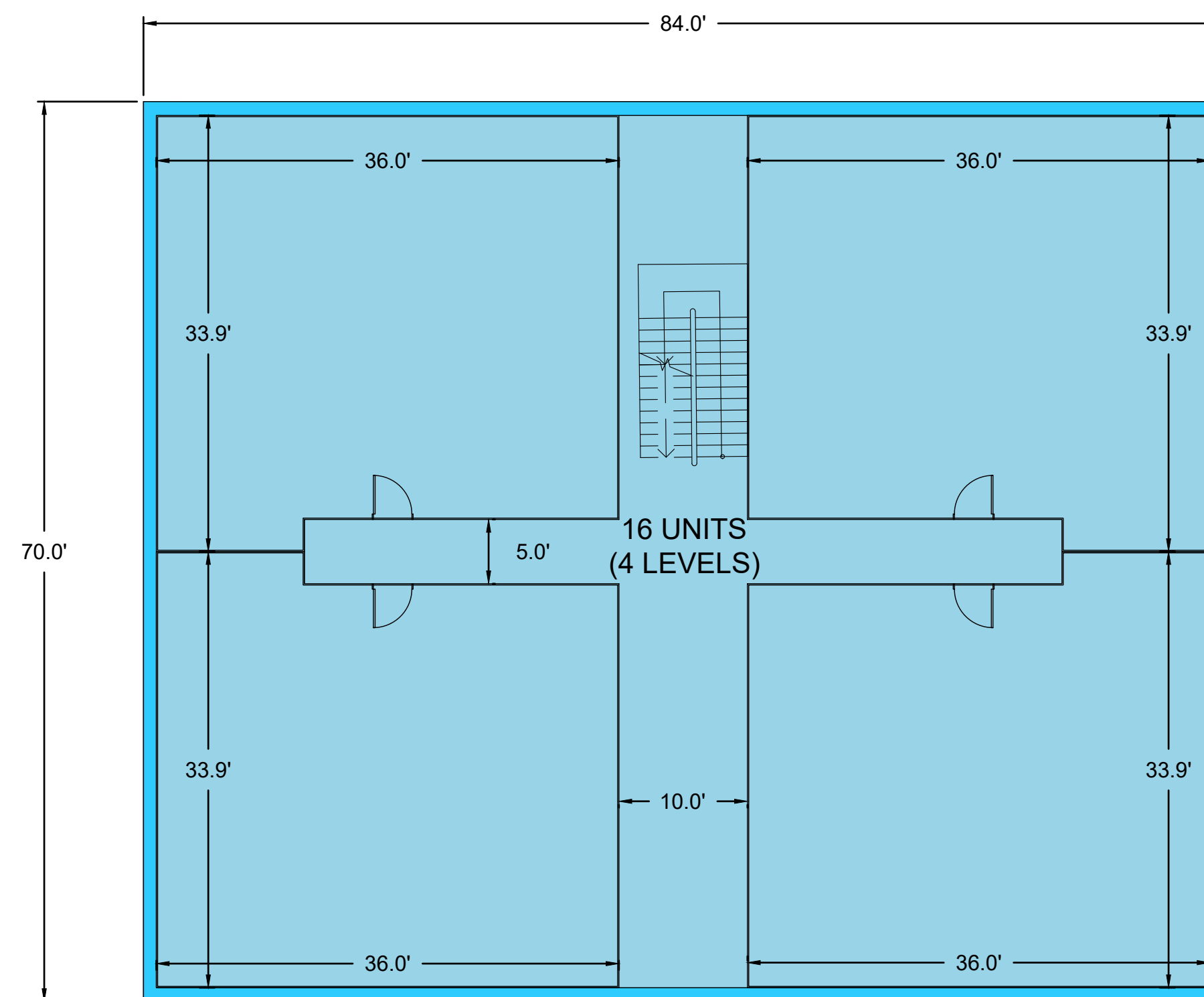
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A

A904

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TAB: EXHIBIT 2A RESIDENTIAL CONCEPT PLAN
PLOT DATE AND TIME: 5/17/2021 2:06 PM





CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
NORTHWEST AREA APARTMENT

 ***Ward Engineering Group***
Planning Engineering Surveying

231 West 800 South Salt Lake City, Utah 84101

PH: 801 · 487 · 8040

CIENT:	PONY EXPRESS
DWG:	SITE PLAN DWG
	PORTERS CROSSING
JOB No:	3RD AMMENDMENT

DRAWN BY: **WARD**
DESIGN BY: **WARD**
CHECKED BY: **WARD**
DATE: **3 MAY 2021**

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SHEET

EX-19B-2



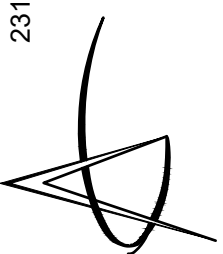
EAGLE MOUNTAIN RENDERING

GENERAL NOTES:
1. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE.

REVISIONS	

DRAWN BY: WARD
DESIGN BY: WARD
CHECKED BY: WARD
DATE: 3 MAY 2021

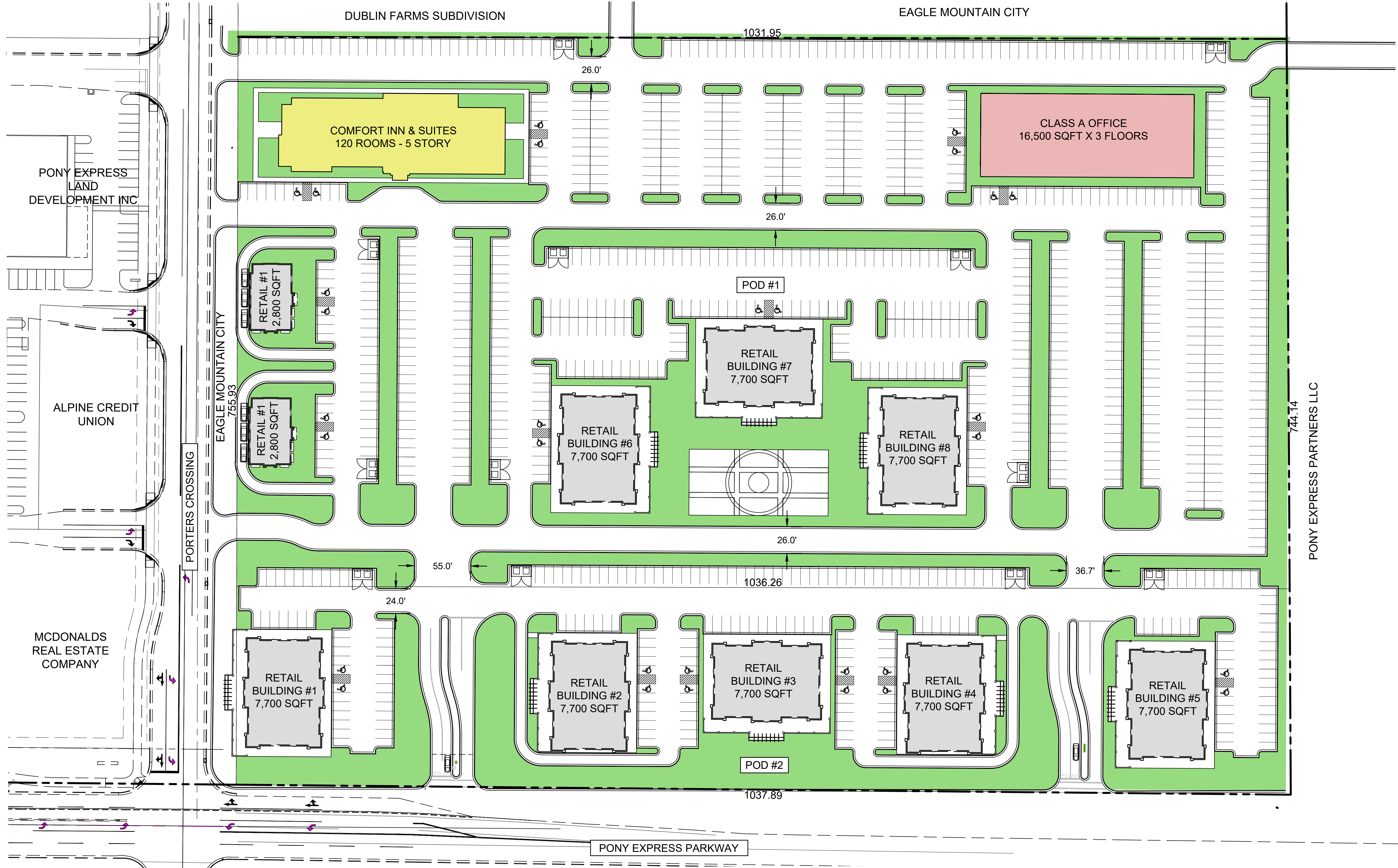
CLIENT: PONY EXPRESS
DWG: SITE PLAN.DWG
PROJECT: PORTER'S CROSSING
JOB NO.: 3RD AMENDMENT
DRAWN TO SCALE THE DRAWING. DRAWINGS ARE RENDERED AT LEAST 1/8"=1'-0" UNLESS OTHERWISE NOTED. PRECEDENCE



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Planning Engineering Surveying

231 West 800 South Salt Lake City, Utah 84101
PH: 801-487-8040

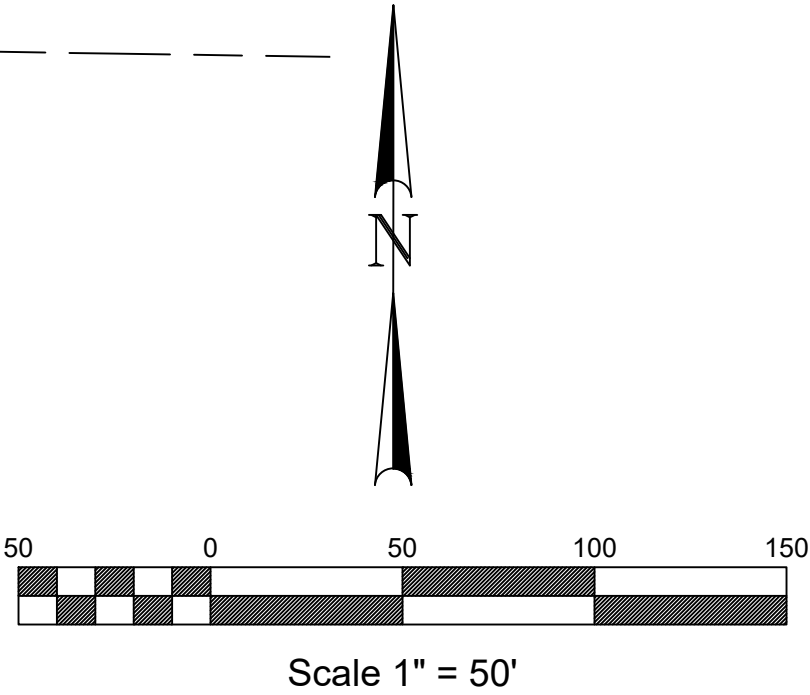
CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
NORTHWEST RESIDENTIAL
MULTIFAMILY RENDERING



SITE INFORMATION	
	FOOT PRINT AREA
HOTEL	0.37 AC
CLASS A OFFICE	0.38 AC
RETAIL BUILDINGS	1.54 AC
OPEN SPACE	3.97 AC
TOTAL SITE AREA	17.3 AC

NUMBER OF PARKING STALLS: 999 STALLS

- GENERAL NOTES:
1. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE.



CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
SOUTHEAST AREA COMMERCIAL

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801-487-8040

CLIENT: PONY EXPRESS
DWG: SITE PLAN DWG
JOB NO: 300-AMMENDMENT
DRAWN: J. WARD
CHECKED: J. WARD
DATE: 3 MAY 2021

DRAWN BY: WARD
DESIGN BY: WARD
CHECKED BY: WARD
DATE: 3 MAY 2021

REVISIONS

SHEET
EX-20B-1

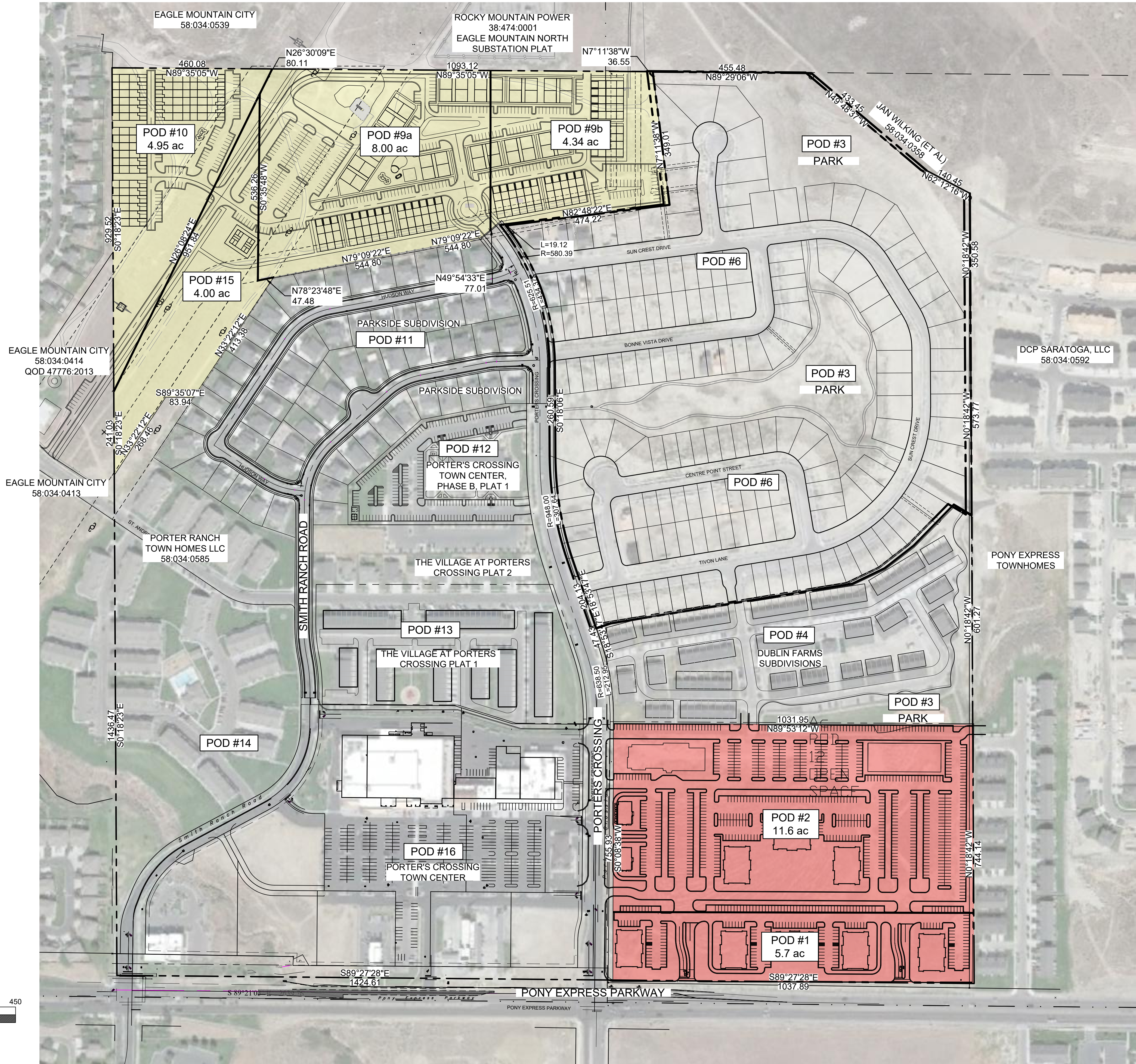
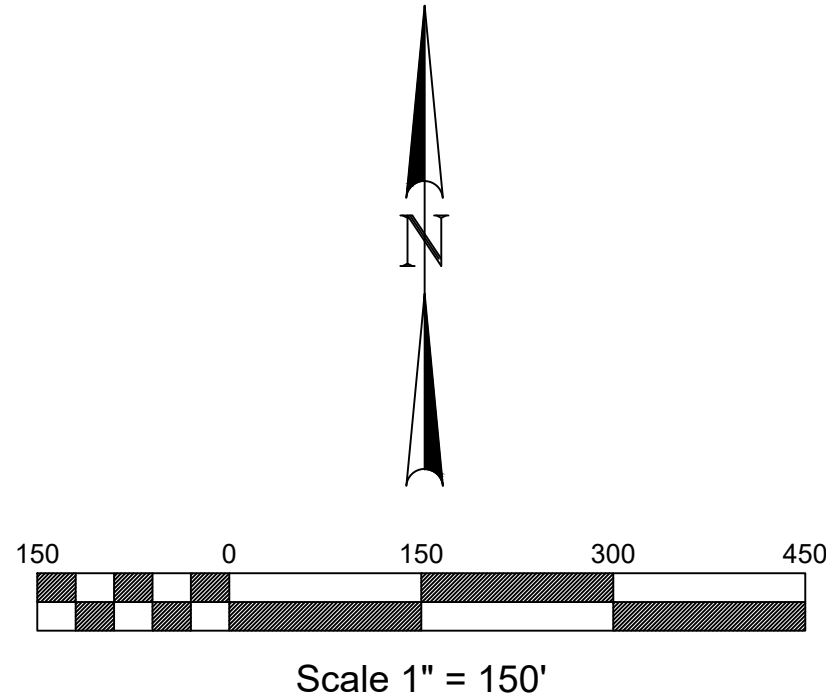
FILENAME: O:\Pony Express Land Development\Eagle Mtn Porters Crossing Full Site\Concept Plan Application\Design\Amended Exhibits.dwg TAB: EX-2B PLOT DATE AND TIME: 5/14/2021 4:03 PM

AMENDED ZONING SUMMARY

ZONING DESITNATIONS	
	TIER III RESIDENTIAL DEVELOPMENT (PODS 9a, 9b, 10, & 15)
	COMMERCIAL LAND DEVELOPMENT (PODS 1 & 2)

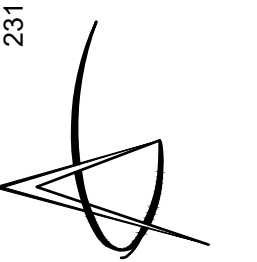
GENERAL NOTES:

1. THE INFORMATION DEPICTED ON THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO MODIFICATION AND REVISION. ALL LAND USES, ACREAGE CALCULATIONS, DENSITY CALCULATIONS, LOT SIZES, ROAD WIDTHS AND LOCATIONS OF VARIOUS COMPONENTS OF THE PLAN ARE BASED ON PRELIMINARY DATA, TOPOGRAPHY, BOUNDARIES AND DESIGN PARAMETERS.
2. SITE LAYOUTS, INCLUDING ROADS, PARKING, BUILDINGS, LOT AND OPEN SPACE AREA AMENITIES ARE ILLUSTRATIVE IN NATURE AND SUBJECT TO FINAL SITE DESIGN AND MUNICIPAL APPROVAL PROCESSES.
3. UNIT TOTALS SHOWN FOR EACH PARCEL MAY SURPASS ALLOWABLE PROJECT DENSITY TO ALLOW FOR ADJUSTMENT IN DESIGN.
4. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE



CONCEPT PLAN PORTER'S CROSSING EAGLE MOUNTAIN, UT AMENDED ZONING SUMMARY

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying



CLIENT: PONY EXPRESS
DWG: AMENDED EXHIBITS.DWG
JOB No.: 300-AMENDMENT
DATE SCALE THE DRAWING DRAWING IS REVISION 1.1
PLAN SCALE 1/4"=1' DIMENSIONS AND NOTES TAKE PRECEDENCE

DRAWN BY: WARD
DESIGN BY: WARD
CHECKED BY: WARD
DATE: 3 MAY 2021

REVISIONS

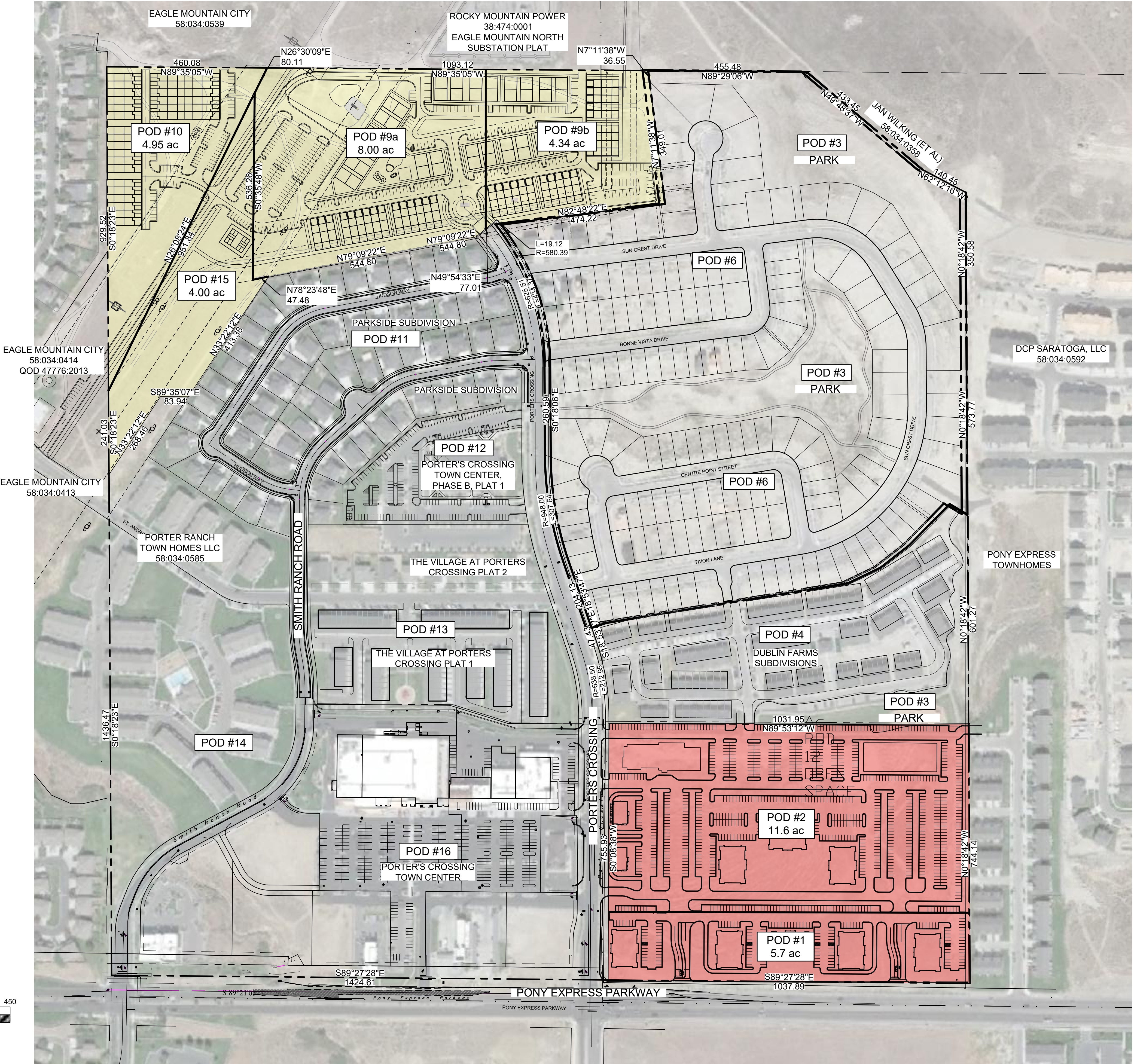
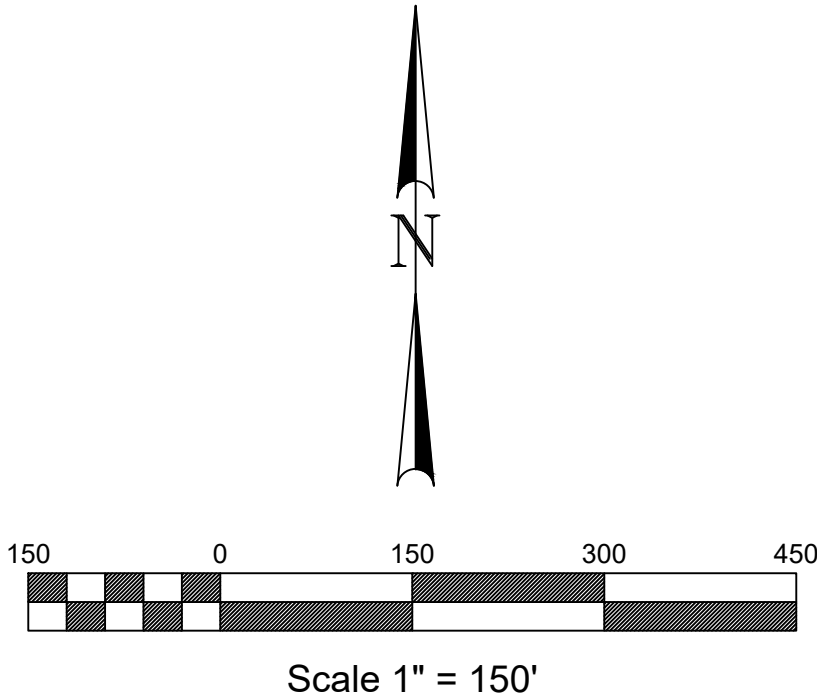
SHEET
EX-2B

AMENDED LAND USE PLAN

ZONING DESITNATIONS				
POD	LAND USE DESCRIPTION	ACREAGE	UNITS	DENSITY
1	COMMERCIAL RETAIL PADS	4.9 AC	NA	NA
2	MIXED USE RESIDENTIAL ABOVE RETAIL	11.6 AC	180	15.5 DU/AC
9a,9b	SINGLE & MULTI-FAMILY RESIDENTIAL APARTMENTS & TOWN HOMES	12.3 AC	211	17.2 DU/AC
10	MULTI-FAMILY RESIDENTIAL ATTACHED TOWN HOMES	4.9 AC	33	6.7 DU/AC
15	COMMUNITY OPEN SPACE PARKS	4.0 AC	NA	NA

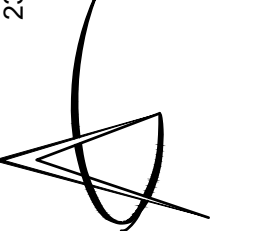
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1. THE INFORMATION DEPICTED ON THIS PLAN IS PRELIMINARY IN NATURE AND IS SUBJECT TO MODIFICATION AND REVISION. ALL LAND USES, ACREAGE CALCULATIONS, DENSITY CALCULATIONS, LOT SIZES, ROAD WIDTHS AND LOCATIONS OF VARIOUS COMPONENTS OF THE PLAN ARE BASED ON PRELIMINARY DATA, TOPOGRAPHY, BOUNDARIES AND DESIGN PARAMETERS.
2. SITE LAYOUTS, INCLUDING ROADS, PARKING, BUILDINGS, LOT AND OPEN SPACE AREA AMENITIES ARE ILLUSTRATIVE IN NATURE AND SUBJECT TO FINAL SITE DESIGN AND MUNICIPAL APPROVAL PROCESSES.
3. UNIT TOTALS SHOWN FOR EACH PARCEL MAY SURPASS ALLOWABLE PROJECT DENSITY TO ALLOW FOR ADJUSTMENT IN DESIGN.
4. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE



CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
AMENDED LAND USE PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying



CLIENT: PONY EXPRESS
DWG: AMENDED EXHIBITS.DWG
JOB No.: 300-AMENDMENT
DATE SCALE THE DRAWING DRAWING IS REVISION 1
DATE SCALE THE DRAWING AND NOTES TAKE PRECEDENCE

DRAWN BY: WARD
DESIGN BY: WARD
CHECKED BY: WARD
DATE: 3 MAY 2021

REVISIONS

SHEET
EX-3B

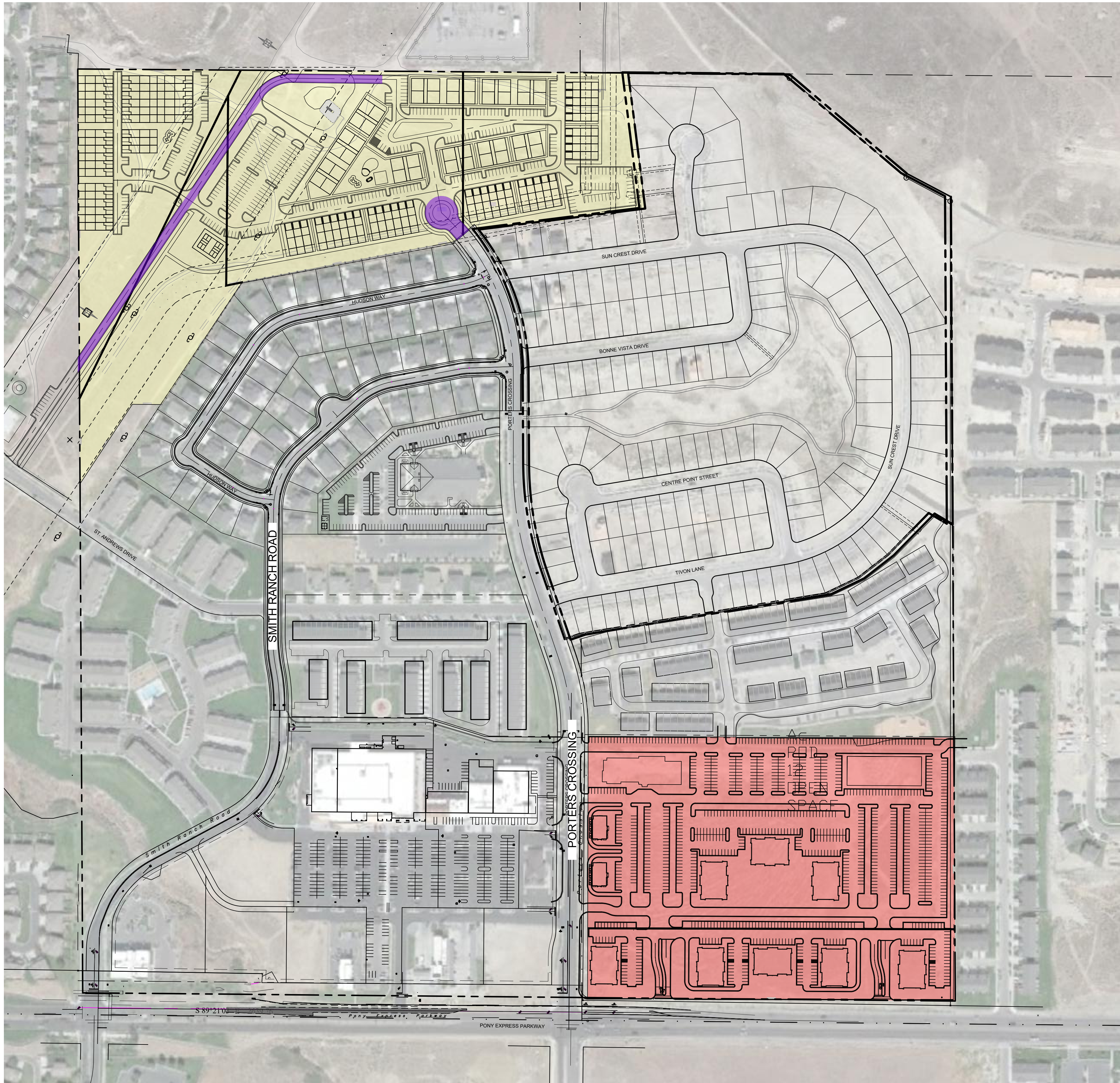
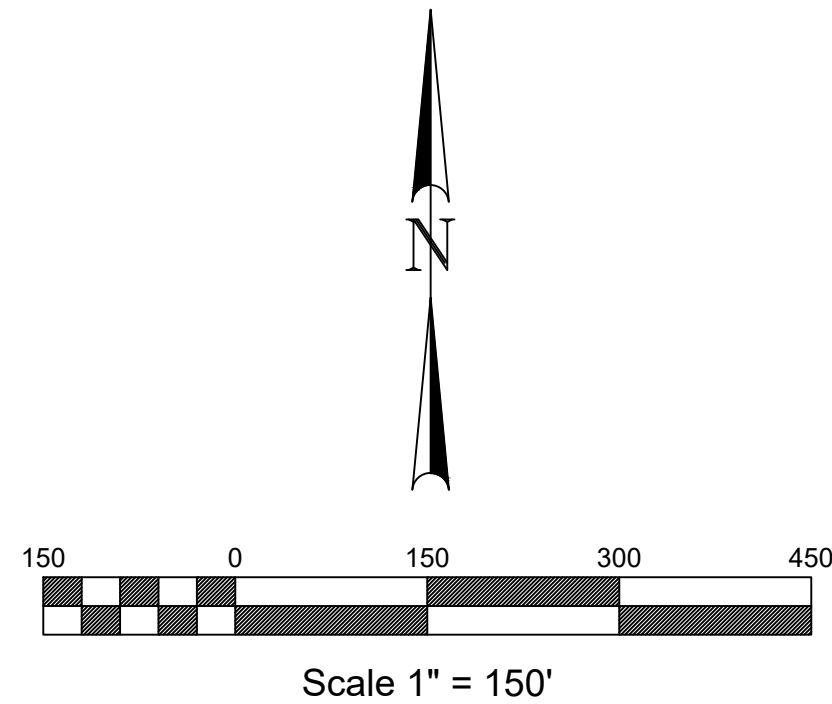




AMENDED STREET PLAN

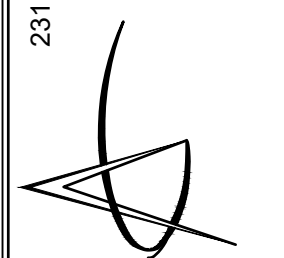
ROAD DESIGNATIONS	
	PROPOSED ROADS

- GENERAL NOTES:
1. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE.



CONCEPT PLAN
PORTER'S CROSSING
EAGLE MOUNTAIN, UT
AMENDED STREET PLAN

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying



CLIENT: PONY EXPRESS
DWG: AMENDED EXHIBITS.DWG
JOB NO.: 300 AMMENDMENT
SCALE: AS SHOWN
DATE: 3 MAY 2021

DRAWN BY: WARD
DESIGN BY: WARD
CHECKED BY: WARD
DATE: 3 MAY 2021

REVISIONS

SHEET
EX-4B

FILENAME: O:\Pony Express Land Development\Eagle Mtn Porters Crossing Full Site\Concept Plan Application\Design\Amended Exhibits.dwg
TAB: EX-5B
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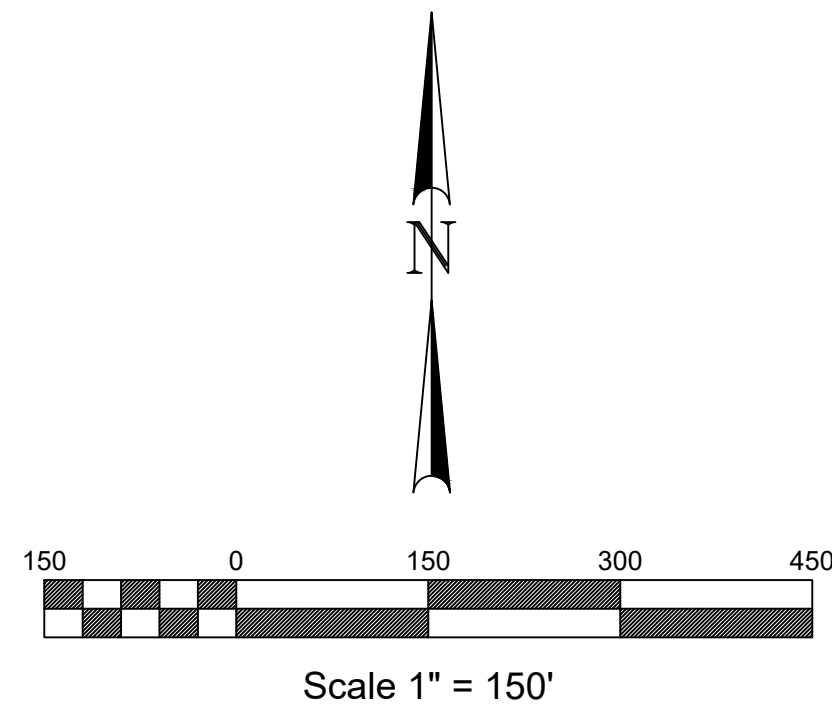


AMENDED PARKS-RECREATION COMPONENTS

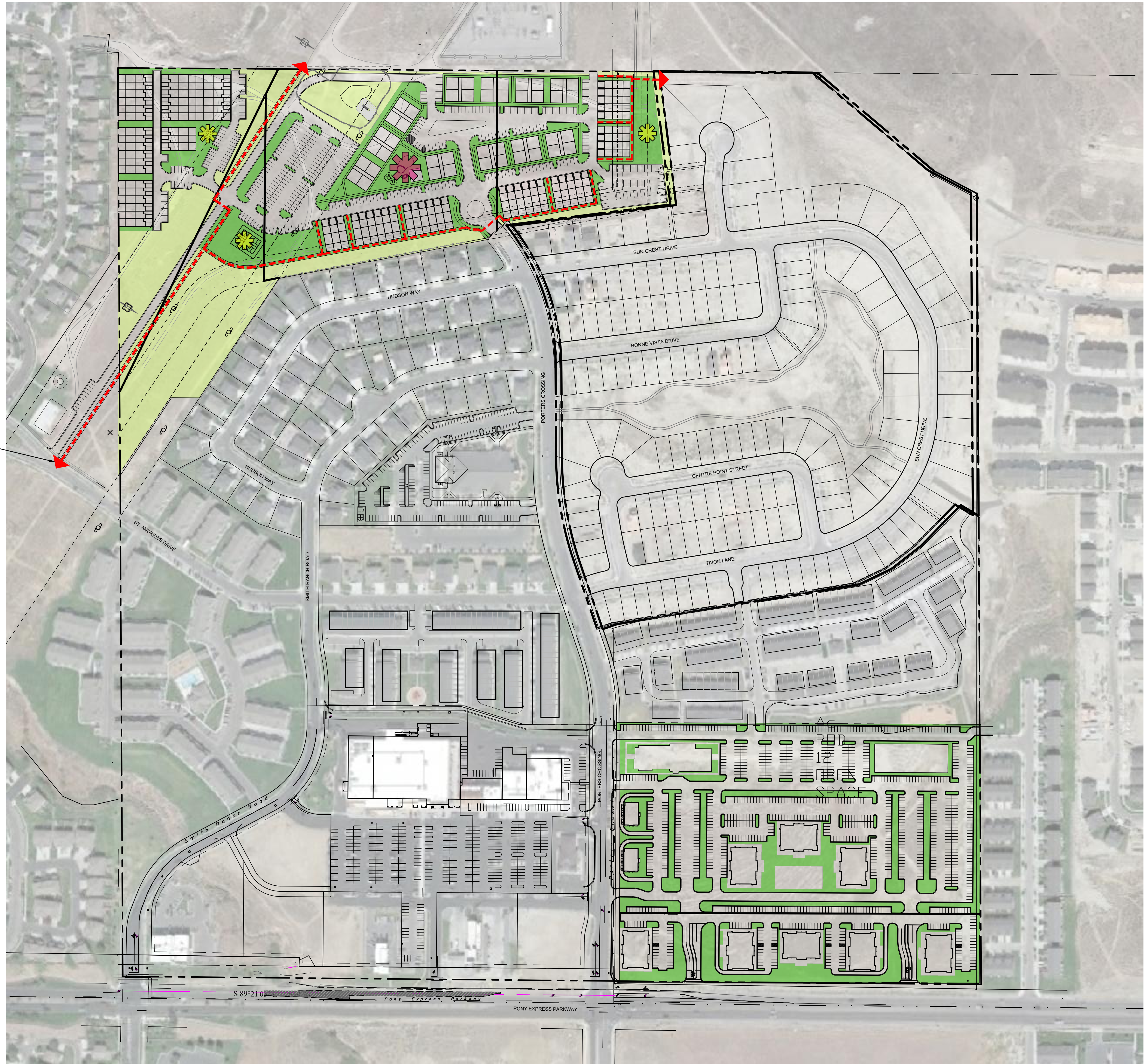
LEGEND	
	CLUB FACILITY, POOL AND/OR SPA
	RECREATIONAL FEATURE
	MULTI-USE WALK, PATH, OR TRAIL 2,920 LF
	PARKS- IMPROVED OPEN SPACE
	NATIVE OPEN SPACE
	10 YEAR STORM BASIN AREA 31,356 SF

GENERAL NOTES:

1. THESE PLANS ARE FOR CONCEPTUAL DESIGN PURPOSES ONLY, AND ARE PLACEHOLDERS FOR FUTURE DEVELOPMENT. BUILDING TYPES REPRESENTED ARE FOR CONCEPTUAL ILLUSTRATION AND ARE SUBJECT TO CHANGE.



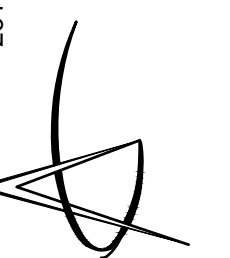
CONNECT TO
ST. ANDREW



CONCEPT PLAN PORTER'S CROSSING EAGLE MOUNTAIN, UT AMENDED PARKS-RECREATION COMPONENTS

231 West 800 South Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying

PH: 801-487-8040



CLIENT: PONY EXPRESS
DWG: AMENDED EXHIBITS.DWG
JOB NO.: 300-AMENDMENT
DATE SCALE THE DRAWING. DRAWING IS REVISION 1.1.1.1.
DRAWN BY: WARD
DESIGNED BY: WARD
CHECKED BY: WARD
DATE: 2 MAY 2021

REVISIONS

NO.	DESCRIPTION	DATE

SHEET

EX-5B



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	DISCUSSION - 7-Eleven Campus Drive Traffic		
ITEM TYPE:	Discussion		
FISCAL IMPACT:			
APPLICANT:	Ryan Forsyth		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

Tayler Jensen

RECOMMENDATION:

BACKGROUND:

On June 22nd the Eagle Mountain Planning Commission recommended approval for the Site Plan and Rezone for 7-Eleven on Campus Drive, based in part on the Traffic Letter the applicant had submitted. Prior to scheduling the project for a City Council approval, a full TIS was required by staff.

The results of the TIS show the intersection of Campus Drive and Ranches Parkway operating at a LOS F before the project, and it found that no mitigation was possible.

Staff is concerned about bringing any project forward due to the results of the traffic study, and is seeking feedback from the City Council on what is appropriate development along Campus drive given that it already operates at a LOS F and any further development will only increase the burden on the road, staff is seeking feedback before bringing additional items forward for consideration.

Feedback is requested regarding if the Council is comfortable reviewing applications such as the one for 7-Eleven or there are conditions/changes that could increase the comfort level of the Council for considering development in this location.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

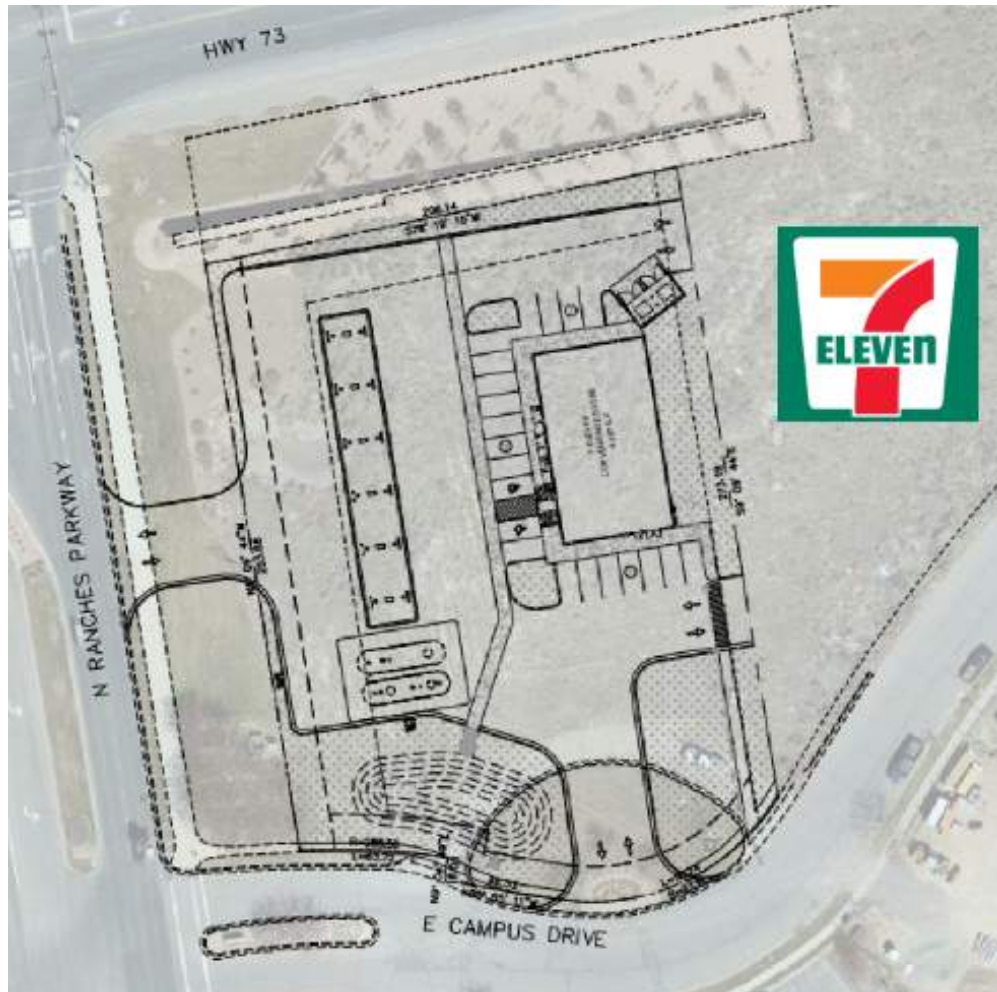
[7-Eleven - Traffic Impact Study](#)

[7-Eleven - Traffic Letter](#)

[7-Eleven - Civil Plans](#)

7-Eleven TIS

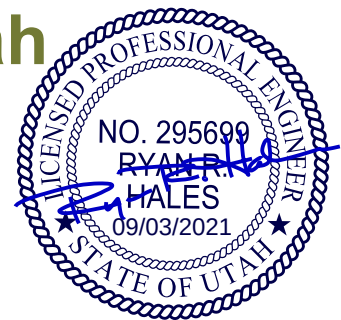
Traffic Impact Study



Eagle Mountain, Utah

September 3, 2021

UT21-1982



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed 7-Eleven TIS development located in Eagle Mountain, Utah. The 7-Eleven TIS development is located on the southeast corner of Ranches Parkway / SR-73.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2021) conditions with and without the proposed project and to recommend mitigation measures as needed. The evening peak hour level of service (LOS) results are shown in Table ES-1.

Table ES-1: Evening Peak Hour Level of Service Results

Intersection	Level of Service	
	Existing (2021)	
	Background	Plus Project
1 Ranches Parkway / SR-73	D	D
2 Campus Drive / Ranches Parkway	f	f
3 West Access / Ranches Parkway	-	e
4 South Access / Campus Drive	-	a
1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter) 2. Background (without project traffic), Plus Project (with project traffic) Source: Hales Engineering, September 2021		

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

- The development will consist of a 12-pump 7-Eleven gas station with an approximately 4,000 sq. ft. convenience store
- The project is anticipated to generate approximately 1,384 weekday daily trips, including 135 trips in the morning peak hour, and 138 trips in the evening peak hour

2021	Background	Plus Project
Findings	Poor LOS at Campus Drive / Ranches Parkway	Poor LOS at Campus Drive / Ranches Parkway and West Access / Ranches Parkway
Mitigations	None – does not meet signal warrants	None – spacing is too close for signalization

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Appendix A: Turning Movement Counts

Appendix B: LOS Results

Appendix C: Project Site Plan

Appendix D: Queuing Results

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I. INTRODUCTION

A. Purpose

This study addresses the traffic impacts associated with the proposed 7-Eleven TIS development located in Eagle Mountain, Utah. The proposed project is located on the southeast corner of Ranches Parkway / SR-73. Figure 1 shows a vicinity map of the proposed development.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2021) conditions with and without the proposed project and to recommend mitigation measures as needed.



Figure 1: Vicinity map showing the project location in Eagle Mountain, Utah

B. Scope

The study area was defined based on conversations with the development team. This study was scoped to evaluate the traffic operational performance impacts of the project on the following intersections:

- Ranches Parkway / SR-73
- Campus Drive / Ranches Parkway
- West Access / Ranches Parkway
- South Access / Campus Drive

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections.

The *Highway Capacity Manual* (HCM), 6th Edition, 2016 methodology was used in this study to remain consistent with “state-of-the-practice” professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop-controlled (AWSC) intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst movement.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix B. Hales Engineering also calculated the 95th percentile queue lengths for the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix D.

D. Level of Service Standards

For the purposes of this study, a minimum acceptable intersection performance for each of the study intersections was set at LOS D. If levels of service E or F conditions exist, an explanation and/or mitigation measures will be presented. A LOS D threshold is consistent with “state-of-the-practice” traffic engineering principles for urbanized areas.

Table 1: Level of Service Description

LOS		Description of Traffic Conditions	Average Delay (seconds/vehicle)	
			Signalized Intersections	Unsignalized Intersections
A		Free Flow / Insignificant Delay	≤ 10	≤ 10
B		Stable Operations / Minimum Delays	> 10 to 20	> 10 to 15
C		Stable Operations / Acceptable Delays	> 20 to 35	> 15 to 25
D		Approaching Unstable Flows / Tolerable Delays	> 35 to 55	> 25 to 35
E		Unstable Operations / Significant Delays	> 55 to 80	> 35 to 50
F		Forced Flows / Unpredictable Flows / Excessive Delays	> 80	> 50

Source: Hales Engineering Descriptions, based on the *Highway Capacity Manual* (HCM), 6th Edition, 2016 Methodology (Transportation Research Board)

II. EXISTING (2021) BACKGROUND CONDITIONS

A. Purpose

The purpose of the background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified, and potential mitigation measures recommended. This analysis provides a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Roadway System

The primary roadways that will provide access to the project site are described below:

Ranches Parkway – is a city-maintained roadway which is classified by the Eagle Mountain Transportation Master Plan as a “parkway.” The roadway has two travel lanes in each direction and turning pockets at many intersections. The posted speed limit is 35 mph in the study area.

Campus Drive – is a city-maintained roadway which is classified by the Eagle Mountain Transportation Master Plan as a “local road.” The roadway has two travel lanes in each direction. The posted speed limit is 25 mph in the study area.

C. Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- Ranches Parkway / SR-73
- Campus Drive / Ranches Parkway

The counts were performed on Thursday, August 19, 2021. The morning peak hour was determined to be between 7:15 and 8:15 a.m., and the evening peak hour was determined to be between 4:45 and 5:45 p.m. The evening peak hour volumes were approximately 20% higher than the morning peak hour volumes. Therefore, the evening peak hour volumes were used in the analysis to represent the worst-case conditions. Detailed count data are included in Appendix A.

Hales Engineering evaluated potential seasonal adjustments to the observed traffic volumes. Monthly traffic volume data were obtained from a nearby UDOT automatic traffic recorder (ATR) on SR-73 (ATR #626). In recent years, traffic volumes in August have been equal to approximately 104% of average traffic volumes. Therefore, the observed traffic volumes were not adjusted for seasonality to remain conservative.

Figure 2 shows the existing evening peak hour volumes as well as intersection geometry at the study intersections.

D. Level of Service Analysis

Hales Engineering determined the levels of service during the evening peak hour, as shown in Table 2. The intersection of Campus Drive / Ranches Parkway was found to be operating at an unacceptable level of service. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2021) conditions.

Table 2: Existing (2021) Background Evening Peak Hour LOS

Intersection		Level of Service		
Description	Control	Movement ¹	Aver. Delay (Sec. / Veh.)	LOS ²
Ranches Parkway / SR-73	Signal	-	45.2	D
Campus Drive / Ranches Parkway	EB/WB Stop	EBT	>50	f

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.

2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, September 2021

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the evening peak hour are summarized as follows:

- Ranches Parkway / SR-73:
 - Westbound: 675 feet
 - Eastbound: 450 feet
- Campus Drive / Ranches Parkway:
 - Eastbound: 125 feet

F. Mitigation Measures

No mitigation measures are recommended. Campus Drive / Ranches Parkway does not meet signal warrants.



III. PROJECT CONDITIONS

A. Purpose

The project conditions discussion explains the type and intensity of development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in Chapter I.

B. Project Description

The proposed 7-Eleven TIS development is located on the southeast corner of Ranches Parkway / SR-73. The development will consist of a 12-pump gas station with an approximately 4,000 sq. ft. convenience store. A concept plan for the proposed development is provided in Appendix C. The proposed land use for the development has been identified in Table 3.

Table 3: Project Land Uses

Land Use	Intensity
Super Convenience Market / Gas Station	12 Pumps

C. Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 10th Edition, 2017. Trip generation for the proposed project is included in Table 4.

The total trip generation for the development is as follows:

- Daily Trips: 1,384
- Morning Peak Hour Trips: 135
- Evening Peak Hour Trips: 138

Table 4: Trip Generation

Trip Generation Eagle Mountain - 7-Eleven											
Weekday Daily Land Use ¹	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Pass-by Reduction	New Trips Entering	New Trips Exiting	Total New Daily Trips
Super Convenience Market/Gas Station (960)	12	Vehicle Fueling Positions	2,768	50%	50%	1,384	1,384	50%	692	692	1,384
Morning Peak Hour Land Use ¹	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Pass-by Reduction	New Trips Entering	New Trips Exiting	Total New AM Trips
Super Convenience Market/Gas Station (960)	12	Vehicle Fueling Positions	337	50%	50%	169	168	60%	68	67	135
Evening Peak Hour Land Use ¹	# of Units	Unit Type	Trip Generation	% Entering	% Exiting	Trips Entering	Trips Exiting	Pass-by Reduction	New Trips Entering	New Trips Exiting	Total New PM Trips
Super Convenience Market/Gas Station (960)	12	Vehicle Fueling Positions	276	50%	50%	138	138	50%	69	69	138

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 10th Edition, 2017.
 SOURCE: Hales Engineering, September 2021

D. Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Existing travel patterns observed during data collection also provide helpful guidance to establishing these distribution percentages, especially near the site. The resulting distribution of project generated trips during the evening peak hour is shown in Table 5.

Table 5: Trip Distribution

Direction	% To/From Project
North	10%
South	40%
East	20%
West	30%

These trip distribution assumptions were used to assign the evening peak hour generated traffic at the study intersections to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 3.



E. Access

The proposed access for the site will be gained at the following locations (see also concept plan in Appendix C):

Ranches Parkway:

- The West Access will be located approximately 175 feet south of the Ranches Parkway / SR-73 intersection. It will access the project on the east side of Ranches Parkway. It is anticipated that the access will be restricted to right-in/right-out movements and will be stop-controlled.

Campus Drive:

- The South Access will be located approximately 200 feet east of the Campus Drive / Ranches Parkway intersection, across from the office building access. It is anticipated that the access will be stop-controlled.

IV. EXISTING (2021) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the existing (2021) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for existing background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on background traffic conditions.

B. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the existing (2021) background traffic volumes to predict turning movement volumes for existing (2021) plus project conditions. Existing (2021) plus project evening peak hour turning movement volumes are shown in Figure 4.

C. Level of Service Analysis

Hales Engineering determined that the intersections of Campus Drive / Ranches Parkway and West Access / Ranches Parkway are anticipated to operate at poor levels of service during the evening peak hour with project traffic added, as shown in Table 6.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. 95th percentile queue lengths during the evening peak hour are summarized as follows:

- Ranches Parkway / SR-73:
 - Westbound: 700 feet
 - Eastbound: 450 feet
- Campus Drive / Ranches Parkway:
 - Westbound: 175 feet
 - Eastbound: 125 feet
- Campus Drive / South Access:
 - Southbound: 125 feet

E. Mitigation Measures

No mitigation measures are recommended as turn lane pockets are already in place at the intersections that are anticipated to operate at a poor LOS. Campus Drive / Ranches Parkway does not meet signal warrants and there is also insufficient spacing to add a signal.

Hales Engineering recommends removing the median on the westbound approach of Campus Drive / Ranches Parkway to allow additional space allocated for each lane as the turn pocket would be a bit narrow. This would not improve the LOS but it would provide a more safe environment.

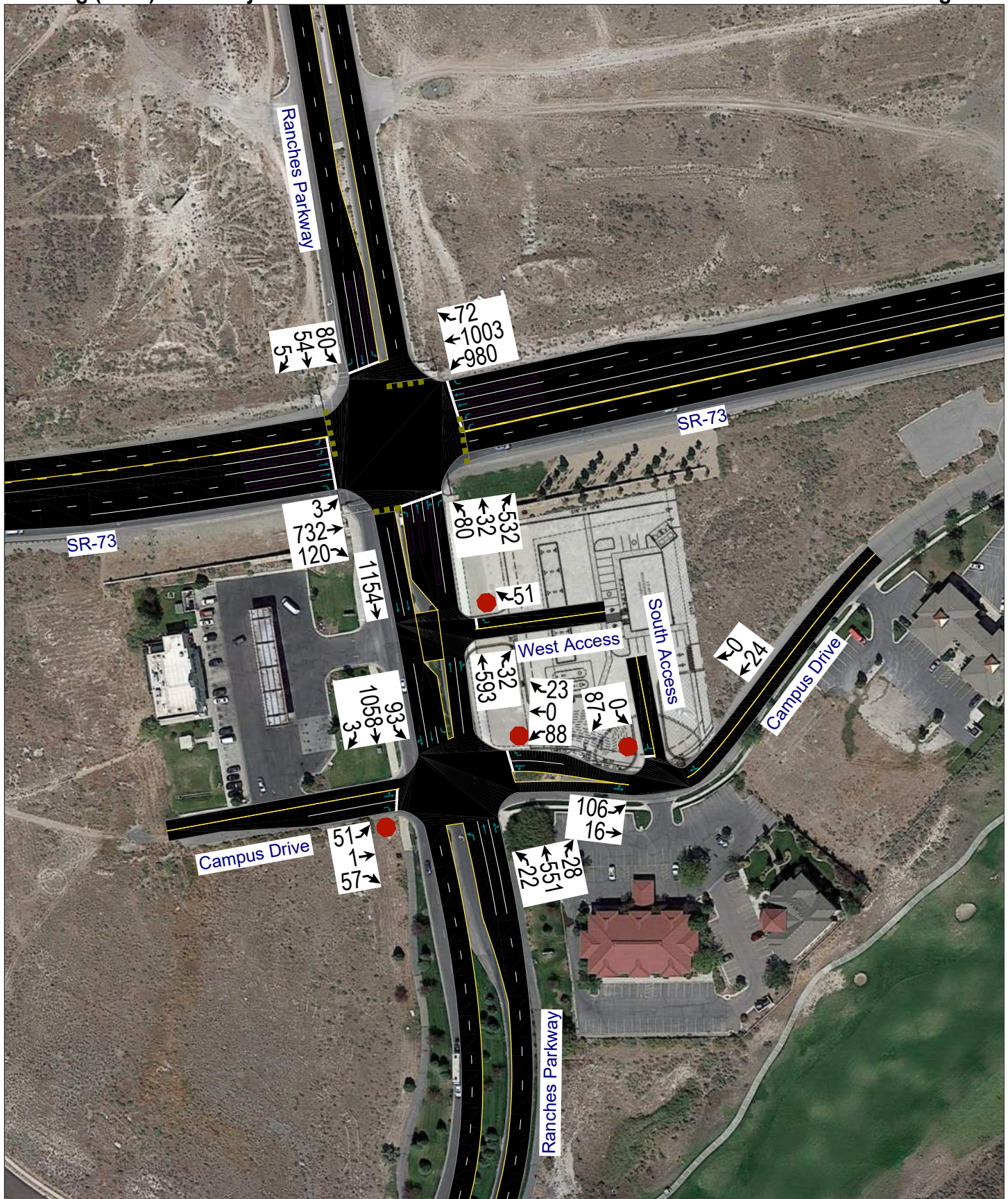


Table 6: Existing (2021) Plus Project Evening Peak Hour LOS

Intersection		Level of Service		
Description	Control	Movement ¹	Aver. Delay (Sec. / Veh.)	LOS ²
Ranches Parkway / SR-73	Signal	-	46.0	D
Campus Drive / Ranches Parkway	EB/WB Stop	EBT	>50	f
West Access / Ranches Parkway	WB Stop	SBR	45.9	e
South Access / Campus Drive	SB Stop	WBR	6.4	a

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.

2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, September 2021

APPENDIX A

Turning Movement Counts

TrafficCounts

2364 North 1450 East
Lehi, UT 84043
801.636.0891

Intersection Turning Movement Summary

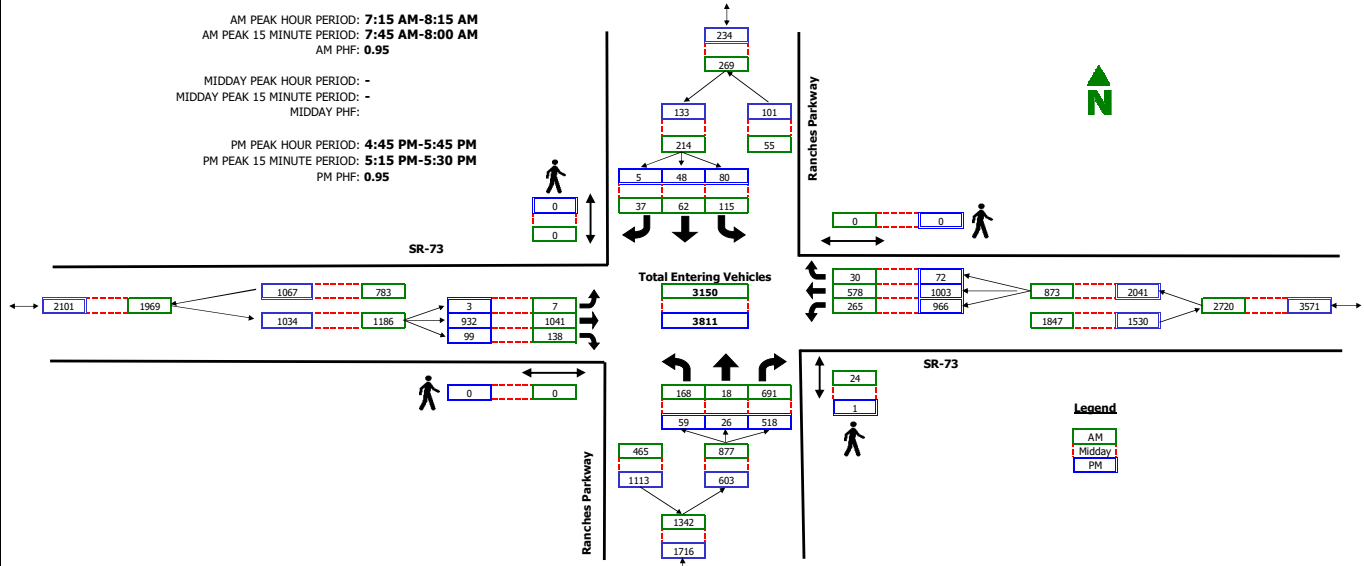
Intersection: Ranches Parkway / SR-73
North/South: Ranches Parkway
East/West: SR-73
Jurisdiction: Eagle Mountain
Project Title: 7-Eleven TIS
Project No: UT21-1982
Weather: Clear

Date: 8-19-21, Thu
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 100.0%
Adjustment Station #: 0
Growth Rate: 0.0%
Number of Years: 0

AM PEAK HOUR PERIOD: 7:15 AM-8:15 AM
AM PEAK 15 MINUTE PERIOD: 7:45 AM-8:00 AM
AM PHF: 0.95

MIDDAY PEAK HOUR PERIOD: -
MIDDAY PEAK 15 MINUTE PERIOD: -
MIDDAY PHF: -

PM PEAK HOUR PERIOD: 4:45 PM-5:45 PM
PM PEAK 15 MINUTE PERIOD: 5:15 PM-5:30 PM
PM PHF: 0.95

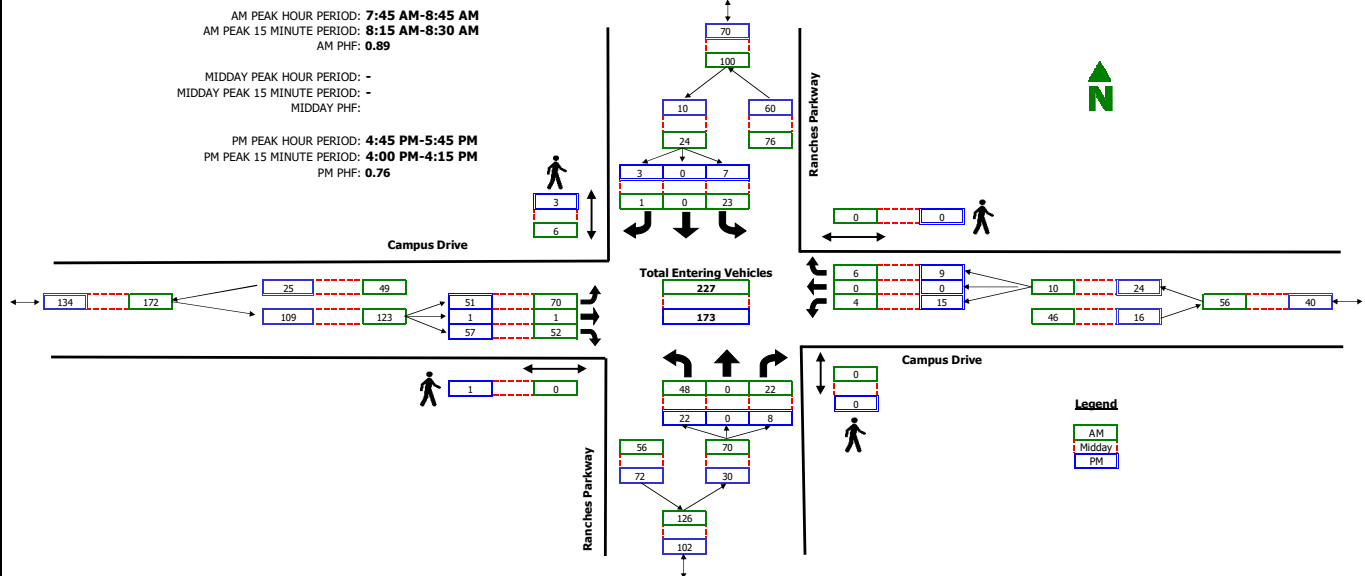


RAW COUNT SUMMARIES	Ranches Parkway Northbound				Ranches Parkway Southbound				SR-73 Eastbound				SR-73 Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	32	3	172	1	23	13	2	0	37	178	7	0	43	96	5	0	611
7:15 - 7:30	46	3	202	0	23	8	15	0	0	249	28	0	64	180	4	0	822
7:30 - 7:45	56	9	179	8	25	12	9	0	0	272	25	0	55	144	7	0	793
7:45 - 8:00	43	2	154	0	38	27	10	0	3	280	57	0	79	126	9	0	828
8:00 - 8:15	23	4	156	16	29	15	3	0	4	240	28	0	67	128	10	0	707
8:15 - 8:30	22	7	181	0	11	5	1	0	0	202	26	0	72	95	10	0	632
8:30 - 8:45	22	5	132	0	9	3	0	0	0	160	13	0	67	96	5	0	512
8:45 - 9:00	10	2	100	1	19	7	2	0	0	202	14	0	44	109	7	0	516
MIDDAY PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	16	8	117	0	13	2	1	0	0	150	22	0	156	198	16	0	699
16:15 - 16:30	17	6	112	0	25	3	0	0	3	185	13	0	195	214	22	0	795
16:30 - 16:45	10	8	143	0	20	12	1	0	0	201	13	0	202	226	22	0	858
16:45 - 17:00	21	5	134	1	17	8	0	0	1	231	17	0	226	225	17	0	902
17:00 - 17:15	6	2	142	0	21	13	1	0	0	240	27	0	196	304	22	0	974
17:15 - 17:30	20	12	122	0	13	20	1	0	2	247	31	0	289	226	21	0	1004
17:30 - 17:45	12	7	120	0	29	7	3	0	0	214	24	0	255	248	12	0	931
17:45 - 18:00	21	7	128	0	21	5	1	0	5	218	25	0	222	211	19	0	883

Intersection Turning Movement Summary

Intersection: Ranches Parkway / Campus Drive
North/South: Ranches Parkway
East/West: Campus Drive
Jurisdiction: Eagle Mountain
Project Title: 7-Eleven TIS
Project No: UT21-1982
Weather: Clear

Date: 8-19-21, Thu
Day of Week Adjustment: 100.0%
Month of Year Adjustment: 100.0%
Adjustment Station #: 0
Growth Rate: 0.0%
Number of Years: 0



RAW COUNT SUMMARIES	Ranches Parkway Northbound				Ranches Parkway Southbound				Campus Drive Eastbound				Campus Drive Westbound				TOTAL
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
AM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
7:00 - 7:15	8	0	0	0	3	0	0	0	13	0	5	0	0	0	0	0	29
7:15 - 7:30	7	0	1	0	2	0	0	0	19	0	13	0	0	0	2	0	44
7:30 - 7:45	9	0	1	0	3	0	0	0	9	1	12	0	0	0	1	0	36
7:45 - 8:00	10	0	7	0	11	0	0	0	11	1	17	0	0	0	0	0	57
8:00 - 8:15	15	0	7	0	4	0	0	3	12	0	6	0	1	0	0	0	45
8:15 - 8:30	14	0	5	0	4	0	1	0	28	0	9	0	1	0	2	0	64
8:30 - 8:45	9	0	3	0	4	0	0	3	19	0	20	0	2	0	4	0	61
8:45 - 9:00	10	0	3	0	7	0	1	0	10	0	7	0	3	0	1	0	42
MIDDAY PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
9:00 - 9:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:15 - 9:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:30 - 9:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:45 - 10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00 - 10:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:15 - 10:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:30 - 10:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:45 - 11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00 - 11:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 - 11:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:30 - 11:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:45 - 12:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 - 12:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:15 - 12:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:30 - 12:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 - 13:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:00 - 13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15 - 13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:30 - 13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:45 - 14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:00 - 14:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:15 - 14:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:30 - 14:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14:45 - 15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00 - 15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15 - 15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30 - 15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45 - 16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PM PERIOD COUNTS																	
Period	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	TOTAL
16:00 - 16:15	11	0	3	0	1	0	2	0	16	0	12	0	2	0	10	0	57
16:15 - 16:30	4	0	4	0	0	0	0	0	9	0	7	0	5	0	5	0	34
16:30 - 16:45	2	0	1	0	0	0	1	0	8	0	7	0	3	1	2	0	25
16:45 - 17:00	4	0	3	0	3	0	1	2	11	1	14	0	1	0	2	0	40
17:00 - 17:15	8	0	3	0	2	0	0	1	10	0	14	1	8	0	4	0	49
17:15 - 17:30	6	0	0	0	0	0	0	0	8	0	13	0	3	0	2	0	32
17:30 - 17:45	4	0	2	0	2	0	2	0	22	0	16	0	3	0	1	0	52
17:45 - 18:00	8	0	0	0	2	0	1	0	14	0	10	0	3	0	2	0	40

APPENDIX B

LOS Results

SimTraffic LOS Report

Project: Eagle Mountain 7-Eleven TIS
Analysis Period: Existing (2021) Background
Time Period: Evening Peak Hour

Project #: UT21-1982

Intersection: Ranches Parkway & SR-73
Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	59	55	93	57.8	E
	T	66	61	92	22.8	C
	R	518	519	100	14.3	B
	Subtotal	643	635	99	18.9	B
SB	L	80	75	93	79.7	E
	T	48	50	104	55.1	E
	R	5	5	100	13.0	B
	Subtotal	133	130	98	67.7	E
EB	L	3	3	100	81.5	F
	T	732	730	100	64.6	E
	R	99	102	103	16.7	B
	Subtotal	834	835	100	58.8	E
WB	L	966	958	99	80.1	F
	T	1,003	1,008	101	16.1	B
	R	72	76	105	5.8	A
	Subtotal	2,041	2,042	100	45.7	D
Total		3,651	3,642	100	45.2	D

Intersection: Ranches Parkway & Campus Drive
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	22	21	94	13.4	B
	T	543	534	98	0.6	A
	R	8	9	112	0.1	A
	Subtotal	573	564	98	1.1	A
SB	L	7	7	100	5.8	A
	T	1,175	1,170	100	1.5	A
	R	3	2	67	1.8	A
	Subtotal	1,185	1,179	99	1.5	A
EB	L	51	53	103	46.5	E
	T	2	2	89	59.1	F
	R	57	58	102	13.3	B
	Subtotal	110	113	103	29.7	D
WB	L	15	13	88	34.5	D
	R	9	10	111	5.6	A
	Subtotal	24	23	96	21.9	C
Total		1,892	1,879	99	3.4	A

SimTraffic LOS Report

Project: Eagle Mountain 7-Eleven TIS

Analysis Period: Existing (2021) Plus Project

Time Period: Evening Peak Hour

Project #: UT21-1982

Intersection: Ranches Parkway & SR-73

Type: Signalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	80	78	97	68.9	E
	T	32	33	103	54.4	D
	R	532	530	100	13.5	B
	Subtotal	644	641	100	22.3	C
SB	L	80	86	107	98.6	F
	T	54	57	106	57.4	E
	R	5	4	80	11.1	B
	Subtotal	139	147	106	80.2	F
EB	L	3	1	33	57.4	E
	T	732	729	100	63.3	E
	R	120	119	99	16.0	B
	Subtotal	855	849	99	56.7	E
WB	L	980	972	99	79.0	E
	T	1,003	999	100	16.5	B
	R	72	76	105	6.0	A
	Subtotal	2,055	2,047	100	45.8	D
Total		3,694	3,684	100	46.0	D

Intersection: Ranches Parkway & Campus Drive

Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	L	22	22	99	14.0	B
	T	551	551	100	1.4	A
	R	28	31	110	0.3	A
	Subtotal	601	604	100	1.8	A
SB	L	93	90	97	9.7	A
	T	1,128	1,123	100	1.3	A
	R	3	3	100	0.3	A
	Subtotal	1,224	1,216	99	1.9	A
EB	L	51	46	90	85.2	F
	T	1	1	100	108.6	F
	R	57	60	105	16.9	C
	Subtotal	109	107	98	47.1	E
WB	L	88	86	97	104.8	F
	T	7	7	104	8.8	A
	R	23	22	95	13.0	B
	Subtotal	118	115	97	81.4	F
Total		2,053	2,042	99	8.7	A

SimTraffic LOS Report

Project: Eagle Mountain 7-Eleven TIS
Analysis Period: Existing (2021) Plus Project
Time Period: Evening Peak Hour

Project #: UT21-1982

Intersection: Campus Drive & South Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
SB	R	87	88	101	45.9	E
	Subtotal	87	88	101	45.9	E
EB	L	106	105	99	1.6	A
	T	17	18	104	0.8	A
	Subtotal	123	123	100	1.5	A
WB	T	24	21	87	45.8	E
	Subtotal	24	21	88	45.8	E
Total		234	232	99	22.5	C

Intersection: Ranches Parkway & West Access
Type: Unsignalized

Approach	Movement	Demand Volume	Volume Served		Delay/Veh (sec)	
			Avg	%	Avg	LOS
NB	T	634	629	99	2.3	A
	R	32	30	94	0.3	A
	Subtotal	666	659	99	2.2	A
SB	T	1,155	1,151	100	1.5	A
	Subtotal	1,155	1,151	100	1.5	A
WB	R	51	54	106	6.4	A
	Subtotal	51	54	106	6.4	A
Total		1,872	1,864	100	1.9	A

APPENDIX C

Site Plan

HWY 73

N RANCHES PARKWAY

VACANT LOT

E CAMPUS DRIVE

57' 04" W
253.85'

206.14'
57' 04" W

273.15'
35' 08" W

7-SEASON
CONCRETE STONE
432 S.F.



APPENDIX D

95th Percentile Queue Length Reports

SimTraffic Queueing Report

Project: Eagle Mountain 7-Eleven TIS

Analysis: Existing (2021) Background

Time Period: Evening Peak Hour

95th Percentile Queue Length (feet) - Rounded Up to Nearest Multiple of 25 ft

HALES  **ENGINEERING**
innovative transportation solutions

Project #: UT21-1982

Intersection	NB				SB				EB				WB			
	L	R	T	TR	L	R	T	TR	L	LT	R	T	L	LT	R	T
01: Ranches Parkway & SR-73	100	150	100	175	150	25	125		25		125	450	675		50	450
02: Ranches Parkway & Campus Drive	50		25	25	25		25	25		125	75			50	25	

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June 25, 2021

Ryan Forsyth
Leading Technology Development
1835 South Hwy 89
Perry, UT 84302

Re: Traffic Generation Letter for 7-Eleven Eagle Mountain

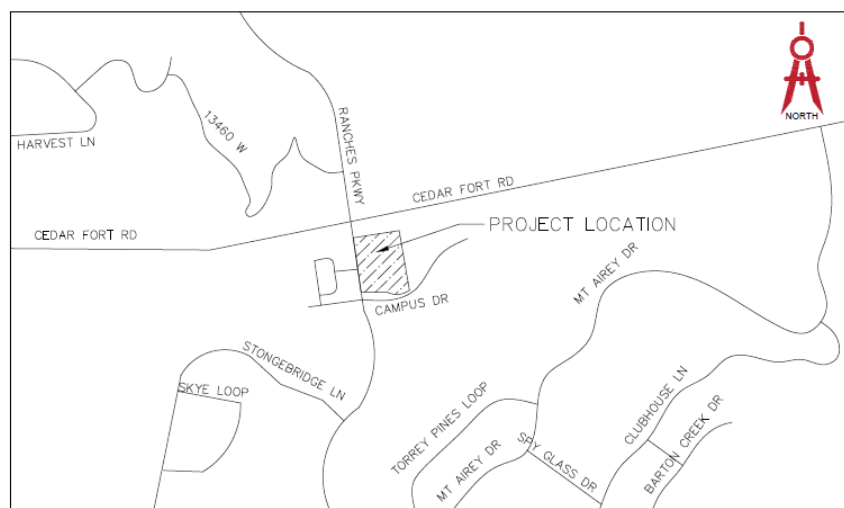
Dear Mr. Forsyth,

I have reviewed the proposed site for the 7-Eleven Eagle Mountain, evaluated the net trips generated, and provided my findings below, as you have requested.

Project Description

Located on an approximately 1.34 acre site, the proposed Convenience Market with 12 Gasoline Pumps is located at 9298 N Ranches Parkway in Eagle Mountain, Utah. The site is bordered on the east partially by a vacant lot, E Campus Drive, and an internet provider office. Bordered on the south by E Campus Drive and a Chiropractic office. On the West by Ranches Parkway and another Convenience Market/Gas Station. On the North by SR 73 (Cedar Fort Road). This location is zoned as Community Commercial.

VICINITY MAP

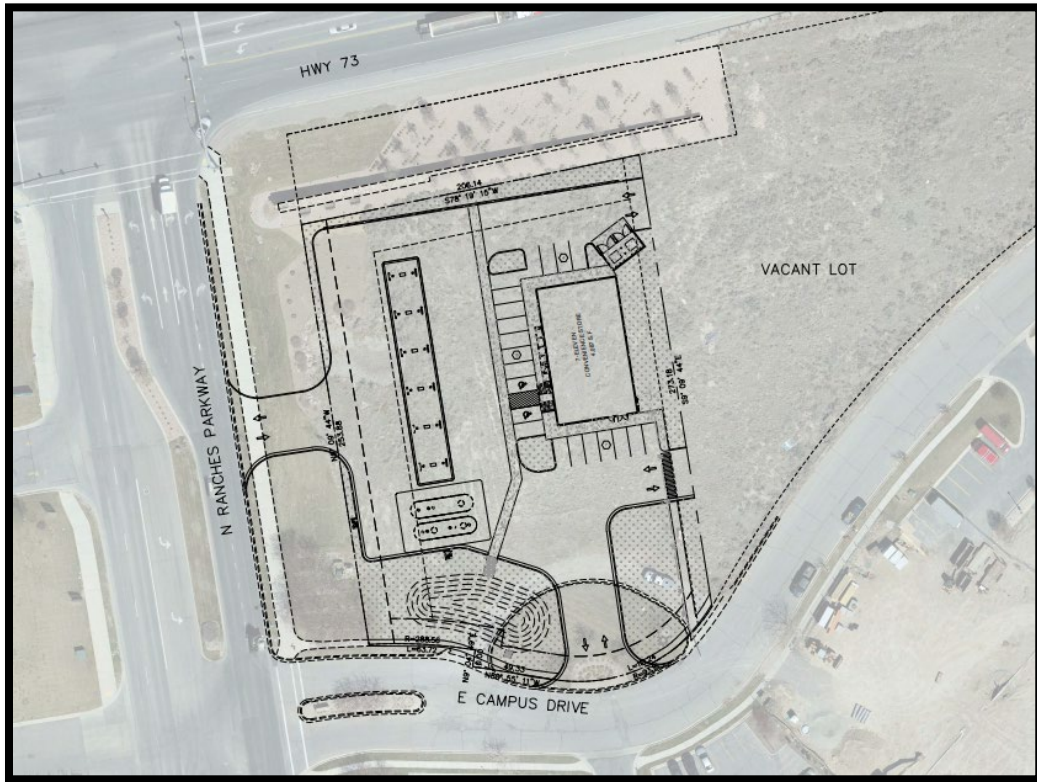


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The project will include three new access locations: on the west, south, and east sides of the site. The West entrance will be right-in/right-out only as there is a median on Ranches Parkway. The East entrance will not be developed at this time. The layout of the proposed site is shown below.



Trip Generation

Site generated trip projections were developed for the site based upon the methodologies of the Institute of Transportation Engineers (ITE), *Trip Generation Manual* (9th Edition, 2012). The ITE Manual is a nationally recognized and locally accepted method for forecasting trip generation for a range of commercial, retail, and residential land uses. The methodological assumptions are developed based upon the observed traffic conditions of other similar developments located throughout the United States. The ITE manual also encourages the user to conduct their own research and use their own engineering judgment for each site. The ITE Trip Generation Manual provides research examples and data for three types of deductions while obtaining traffic counts:

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1. **Pass-by Trips** – “Service stations and convenience markets are often located adjacent to busy streets in order to attract the motorist already on the street. These sites attract a portion of their trips from traffic passing the site on the way from an origin to an ultimate destination. These retail trips may not add new traffic to the adjacent street system.” For this particular convenience store, it can be measured that 50% of all trip ends are the result of pass-by trips (ITE, Trip Generation Handbook, p. 29).
2. **Diverted Trips** – “Trips that are attracted from the traffic volume on roadways within the vicinity of the generator but require a diversion from that roadway to another roadway to gain access to the site. Diverted linked trips add traffic to streets adjacent to a site but may not add traffic to the area’s major travel routes.” For this particular convenience store, it can be measured that 30% of all trip ends are the result of diverted trips (ITE, Trip Generation Handbook, p. 29).
3. **Multi-Use Developments** – Some trips are also correctly referred to as internal trips. These are trips that are in the shopping center and decide to visit another land use. “Multi-use development is typically a single real-estate project that consists of two or more ITE land use classifications between which trips can be made without using the off-site road system.” In this case, there are no other land uses connected to this development, therefore no reduction will be made (ITE, Trip Generation Handbook, p. 85).

I believe two of the three types of trip deductions apply because of the following two justifications:

1. This is a small portion of land in a much larger soon-to-be developed area to the North.
2. This 7-Eleven will be located on a main thoroughfare, SR-73, and also the adjacent street, Ranches Pkwy, delivers to a local high school and a large subdivision.

Trip generation was determined for the typical weekday, AM peak hour, and PM peak hour, and also Saturday peak hour based upon ITE Land Use 853: Convenience Market with Gasoline Pumps.

According to the ITE manual, this 4,067 square foot 7-Eleven will produce 205 trip ends during the peak hour. With a 50% reduction for pass-by trips and 30% reduction for diverted trips, only 20% will be new. This will result in about 41 new trips during the peak hour as shown in the table below.

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Trip Generation Summary

	ITE calculated trips	Pass-By Trip reduction (50%)	Diverted Trip Reduction (30%)	New Trip Total (20%)
AM peak	174	87	52	35
PM peak	254	127	76	51
Saturday peak	187	94	56	37
Average	205			41

Actual 7-Eleven Counts

Since ITE encourages the user to conduct their own research, traffic counts have been collected by Leading Tech at 4 different locations, providing a larger study. The stores are located in West Haven, Brigham City, Layton, and West Valley and are in a city of comparable population and land use patterns. It has been observed that there was an average of 34 trip ends to the 7-Eleven stores during the peak hour (shown in the table below). Therefore, our 41 trips to/from the site is a higher impact than what is shown on actual counts and could be considered a “worst case” scenario.

7-11 Convenience Store Counts

	West Haven location	Brigham City location	Layton location	West Valley location	average
AM peak	44	29.5	39.5	15	32
PM peak	44	80*	40	29.5	38
Saturday peak	24	33	33	39	32
Average					34

*This count was taken during a tournament and is clearly higher than the other date/times. Therefore it will be excluded from the average.

Trip Distribution and Assignment

The new convenience store will have two primary entrances on Ranches Parkway. It is assumed that 75% of the traffic will proceed onto SR 73. Based on the two access locations, the north entrance will have a project distribution of 60% of the traffic and the south entrance (E Campus Drive) will have a distribution of 40%.

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Existing Traffic Data

The following is the current AADT according to Google Maps:

- 2019 AADT on SR 73 = 34,000
- 2019 AADT on N Ranches Parkway = 12,000

Using the ITE trip generation of 41 new trips during the peak hours, calculating 6 hours a day at 41, 8 hours at 27, and 10 hours at 14, produces an increase of 602 AADT. 75% (452) added to SR 73's 34,000 brings an increase of 1.3% traffic to SR 73.

Summary and Conclusions

This project includes the construction of a convenience store with 12 gasoline pumps within the city of Eagle Mountain. Based on the Institute of Transportation Engineers (ITE), *Trip Generation Manual* (9th Edition, 2012) calculations were done to determine the number of anticipated trips generated. Average generation was estimated to be 41 trips. In conclusion, the net roadway volume increase for SR 73 is about 1.3%. It should be noted that there is another Convenience Market with Gasoline Pump directly west of the proposed location.

If you have any questions, please let me know.



Carrie O'Neill, PE
President



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Convenience Market with Gasoline Pumps (853)

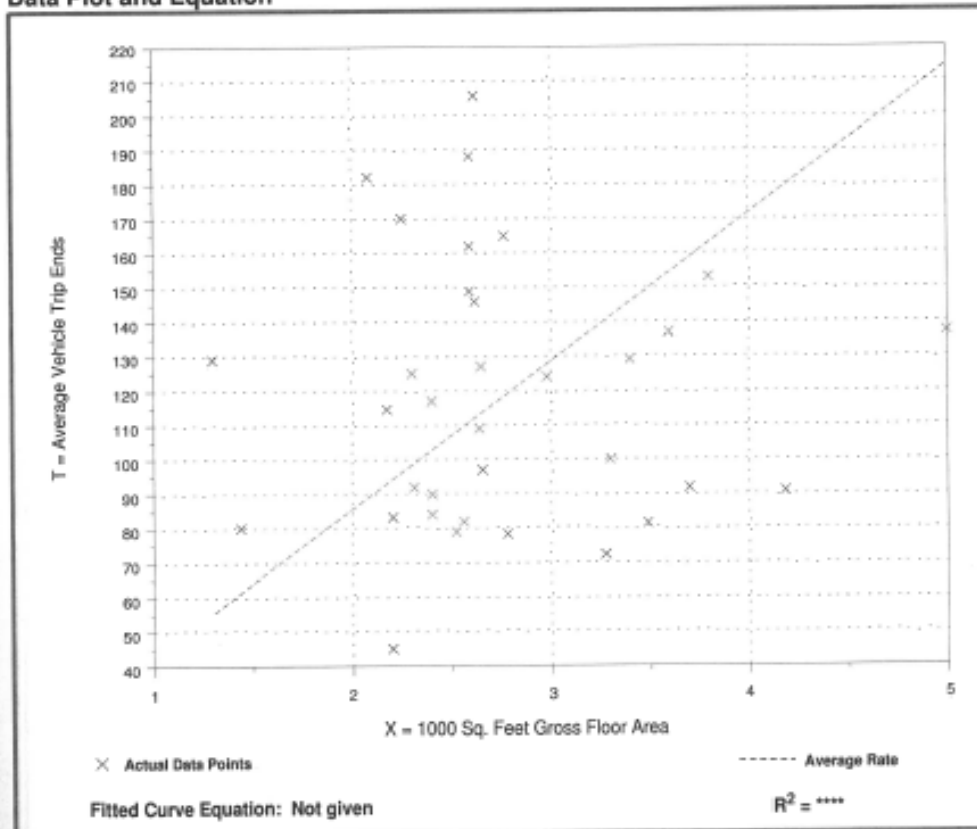
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 34
Average 1000 Sq. Feet GFA: 3
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
42.86	20.45 - 99.23	18.85

Data Plot and Equation



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Convenience Market with Gasoline Pumps (853)

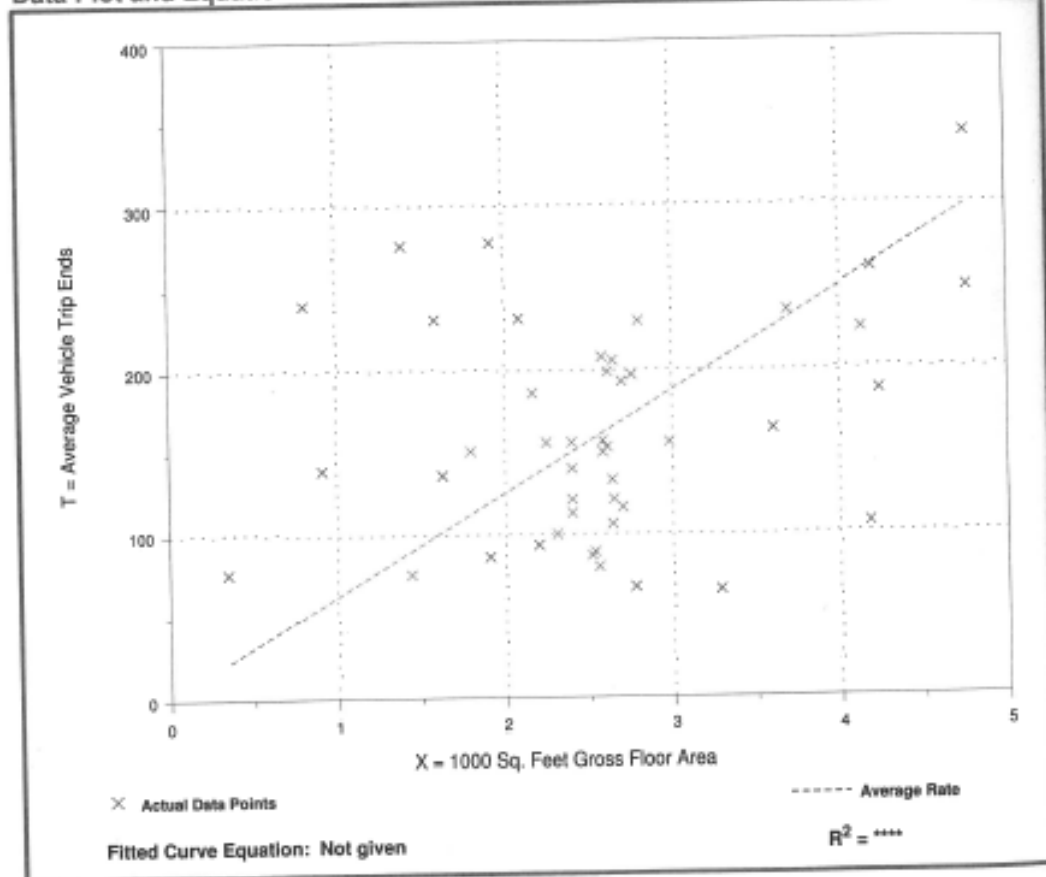
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 46
Average 1000 Sq. Feet GFA: 3
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
62.57	19.54 - 292.89	36.32

Data Plot and Equation



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Convenience Market with Gasoline Pumps (853)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Saturday,
Peak Hour of Generator

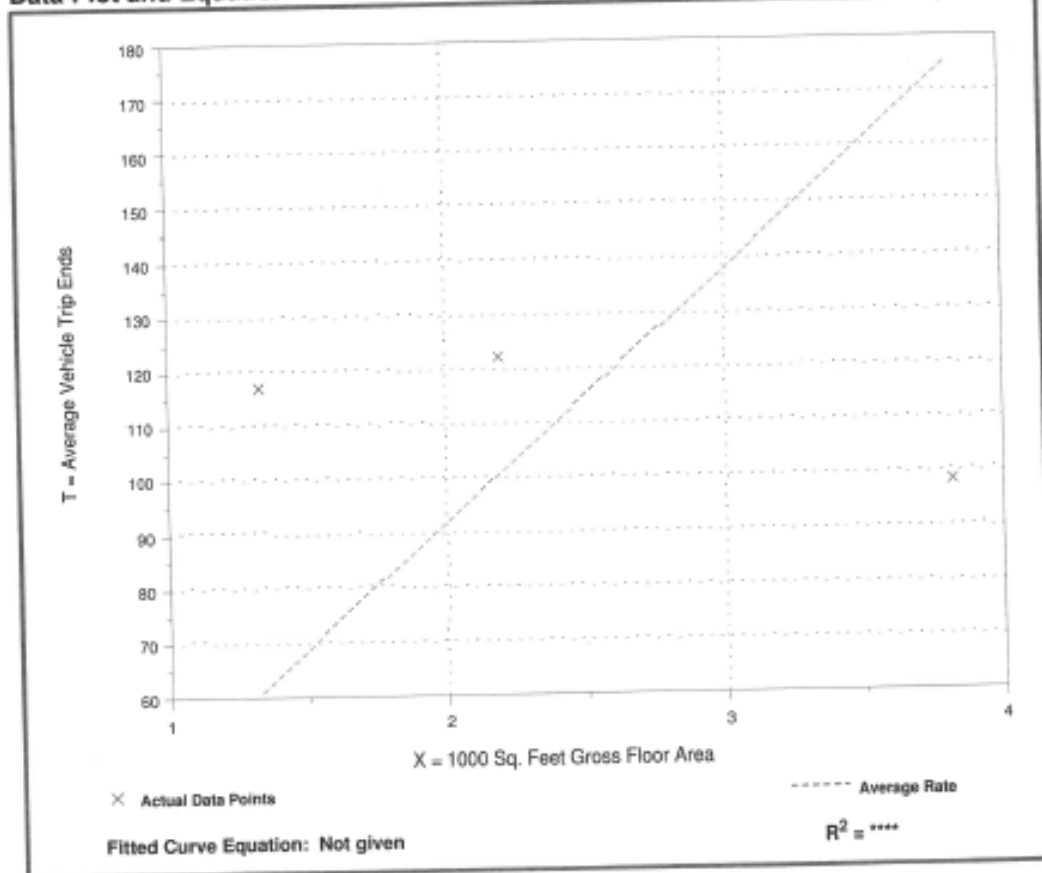
Number of Studies: 3
Average 1000 Sq. Feet GFA: 2
Directional Distribution: 51% entering, 49% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
45.94	25.70 - 88.17	26.05

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



7-ELEVEN
Eagle Mountain, UT

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PROJECT ENGINEER:
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Eagle Mountain City General Notes for construction drawings:
SEWER-

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

WATER-

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

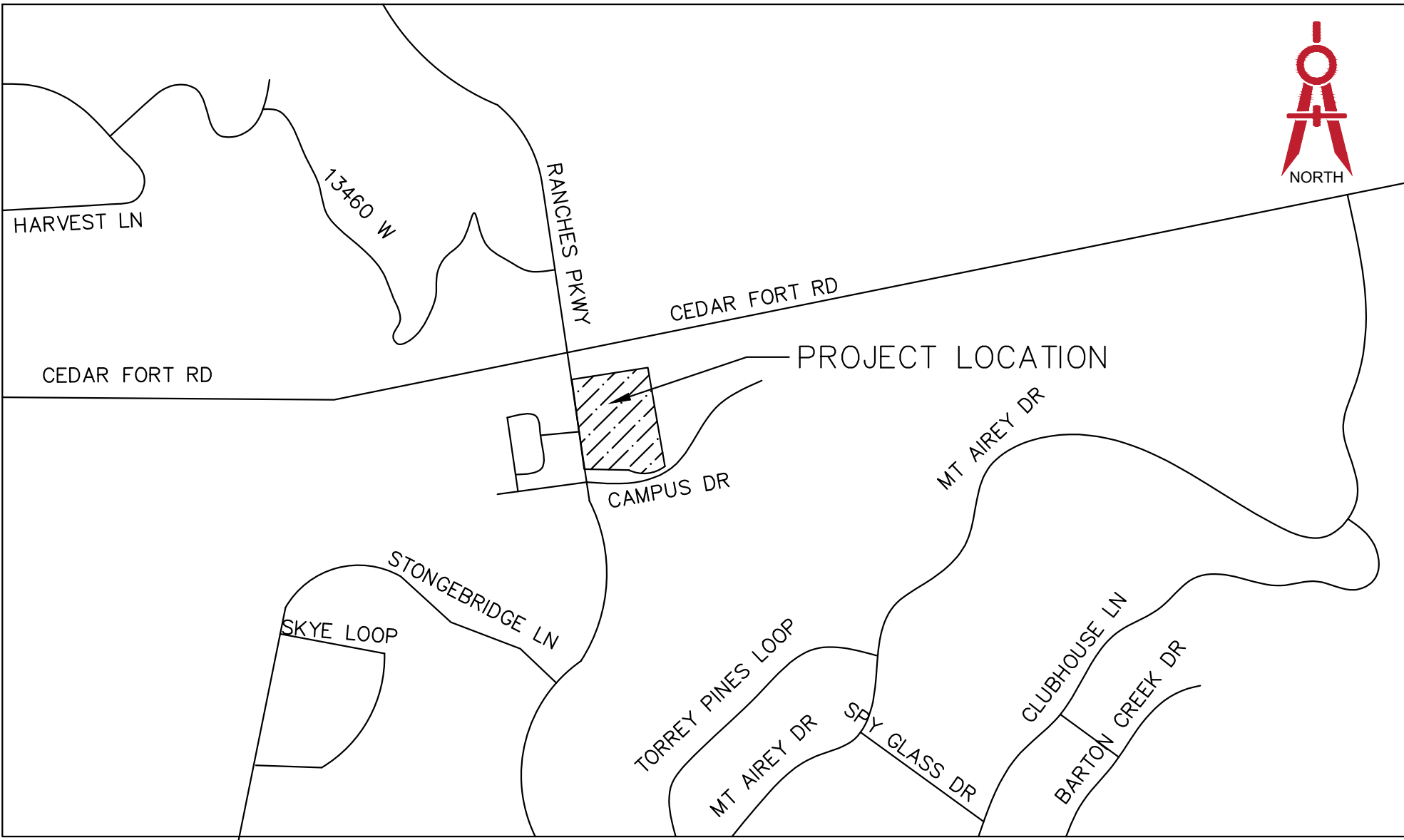
STORM DRAIN-

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

ROAD SECTION-

- Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
- UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
- Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be ½" down from asphalt edge and concrete to be ¼" to 3/8" down from asphalt edge.

VICINITY MAP



NOT TO SCALE

INDEX

- G-0 Cover Sheet
- C-1 Site Plan
- C-1.1 Context Plan
- C-2 Grading and Drainage Plan
- C-3 Utility Plan
- C-4 Standard Details
- C-5 Dumpster Details
- C-6 Stormwater Pollution Prevention Plan
- C-7 SWPPP Details
- L-1 Landscape Plan

LEGEND & ABBREVIATION TABLE

R.O.W./PROPERTY LINE		EXISTING CURB AND GUTTER	
EASEMENT LINE		PROPOSED CURB AND GUTTER	
CENTER LINE		INVERT ELEVATION	I.E.
PROPOSED TRAIL		TOP BACK CURB	TBC
PROPOSED WATER LINE		TOP ASPHALT	TA
PROPOSED PRESSURIZED IRRIGATION		TOP OF GRATE	TOG
PROPOSED GROUND WATER DRAIN		FINISHED GRADE	FG
PROPOSED SEWER LINE		TOP OF CONCRETE	TC
PROPOSED STORM DRAIN LINE		HIGH WATER ELEVATION	HWE
EXISTING SEWER LINE		CATCH BASIN	
EXISTING WATER LINE		SURFACE FLOW DIRECTION	
EXISTING STORM DRAIN LINE		PROPOSED STREET LIGHT	
EXISTING CONTOUR		STORM DRAIN MANHOLE	
FINISHED CONTOUR		SANITARY SEWER MANHOLE	
		PROPOSED WATER VALVE	

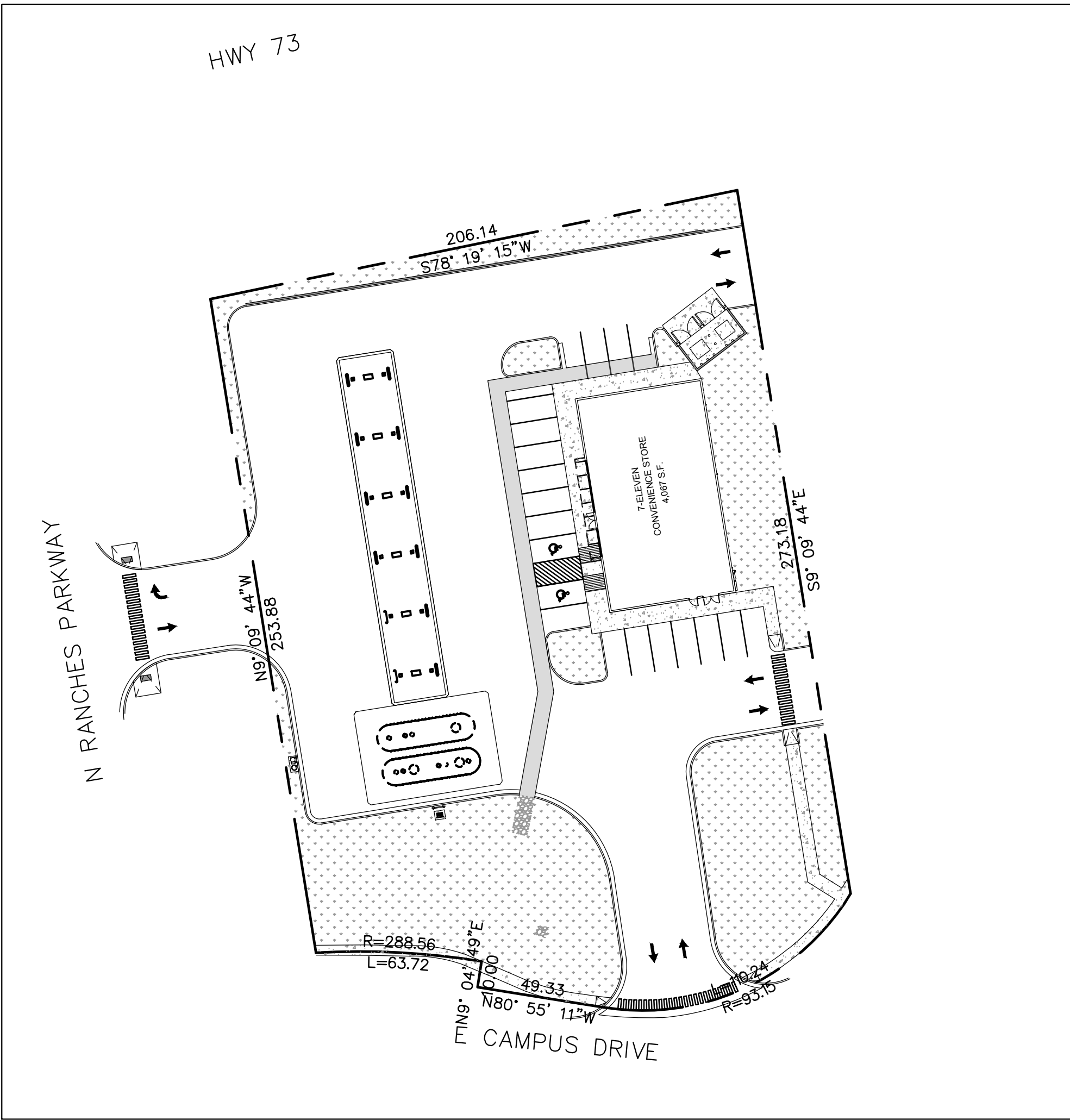
SITE DATA

LOT AREA:	58,480	SF (1.34 ACRES)
BUILDING AREA:	4,067	SF± 7.0%
PAVEMENT AREA:	37,899	SF± 64.8%
LANDSCAPE AREA:	16,514	SF± 28.2%

ZONING: CC (COMMUNITY COMMERCIAL)

SITE MAP

1"=40'



PROJECT ENGINEER: LP
DESIGNER: DL

NO. BY DATE

REVISIONS

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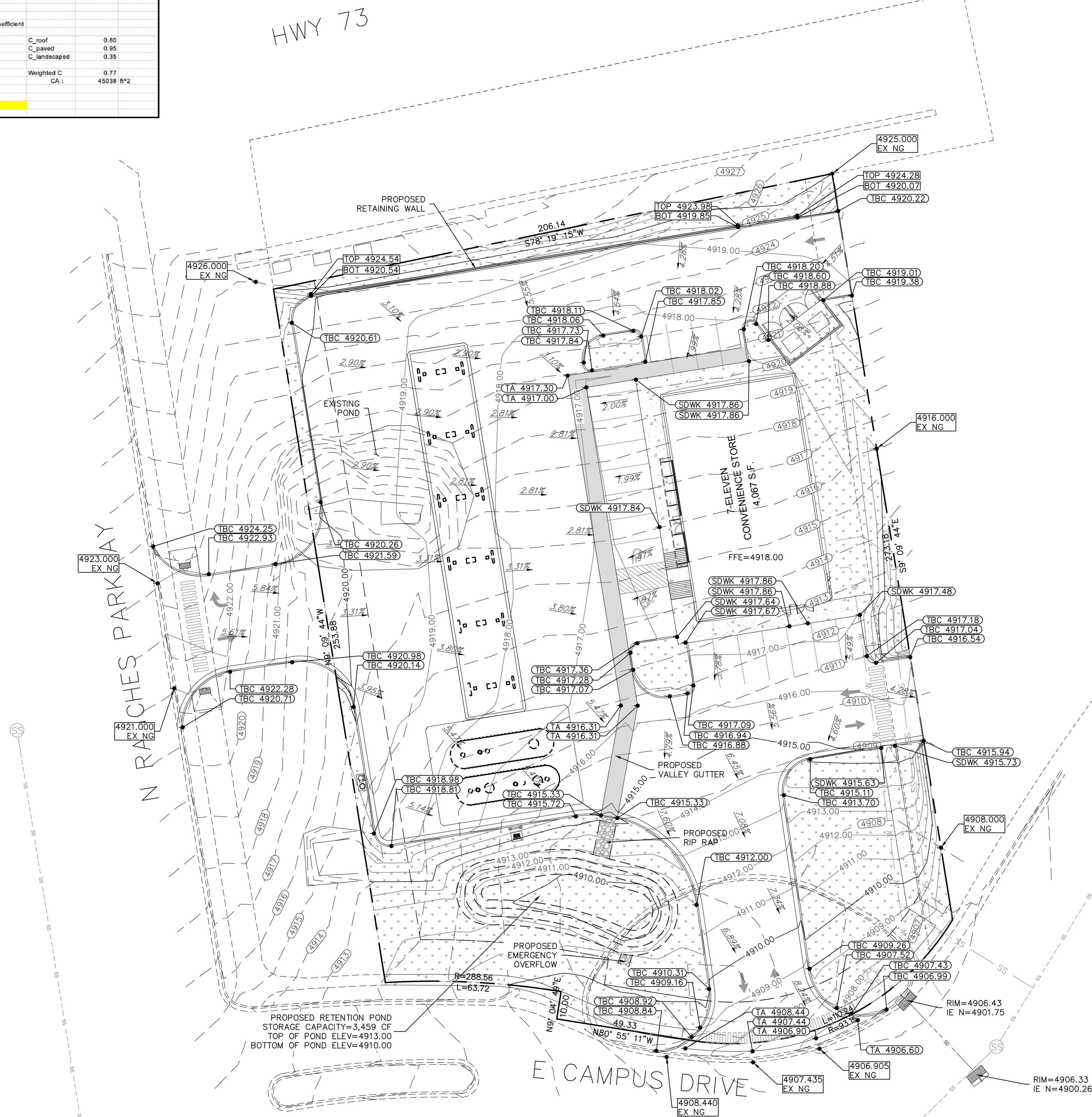
ELEVATE ENGINEERING
COVER SHEET
7-ELEVEN EAGLE MOUNTAIN
9298 N RANCHES PARKWAY, EAGLE MOUNTAIN, UT 84005

PROFESSIONAL ENGINEER
LARVIN POLLOCK
STATE OF UTAH
10664737
09/2021

SHEET:
G-0

DATE:
Jun 09, 2021

DRAINAGE CALCS FOR 7-ELEVEN EAGLE MOUNTAIN			
80th Percentile Retention Storm Design			
Release Rate=	0.00	cfs/acre	
POST-DEVELOPED			
Runoff Coefficient			
Roof Area	4067	ft^2	C_roof 0.80
Paved Area	37899	ft^2	C_paved 0.95
Landscaped	16614	ft^2	C_landscaped 0.35
Total Area	58480	ft^2	Weighted C 0.77
	1.34	acres	CA : 45038 ft^2
Depth Per Acre	0.52	in/acre	
Total Retention Volume	3402	CF	

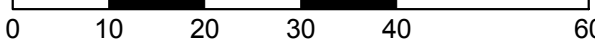


LEGEND

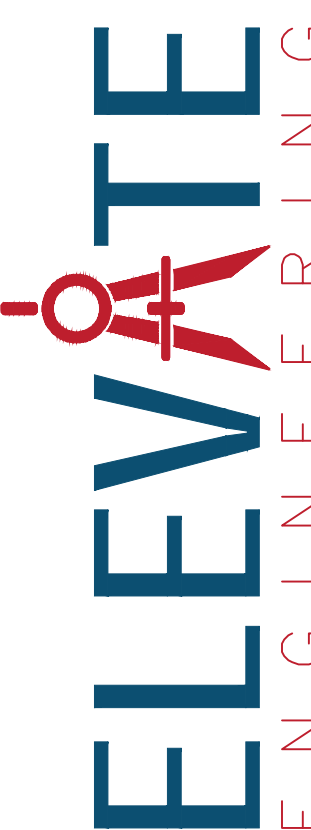
LOT LINES (PROPERTY)	---
EXISTING CURB AND GUTTER	==
PROPOSED CURB AND GUTTER	---
PROPOSED STORM DRAIN LINE	---SD---
EXISTING STORM DRAIN LINE	---SD---
GRADE BREAK	---GRADE BREAK---
FINISH GRADE CONTOUR LINES	---4960---
EXISTING GRADE CONTOUR LINES	---4960---
FINISH GRADE SLOPE	SLOPE
GRADE BREAK	GB
INVERT ELEVATION	IE
TOP OF GRATE	TOG
TOP OF ASPHALT	TA
TOP BACK OF CURB	TBC
EXISTING	EX
FINISHED GRADE	FG
FINISHED FLOOR ELEVATION	FFE
BACK OF SIDEWALK	BOW
EDGE OF ASPHALT	EOA
TOP OF FOUNDATION	TOF



SCALE: 1" = 20'



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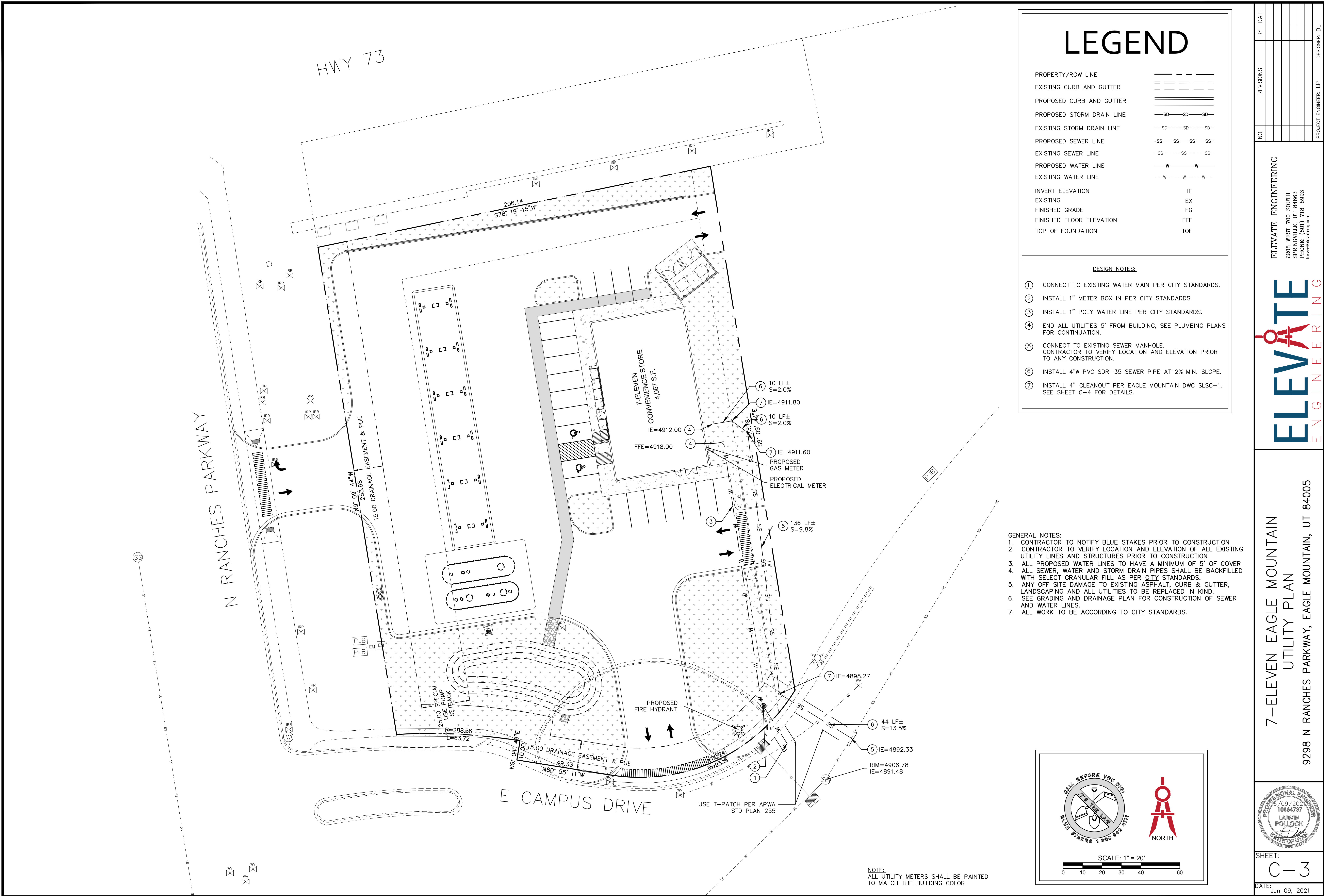


7-ELEVEN EAGLE MOUNTAIN
GRADING & DRAINAGE PLAN
9298 N RANCHES PARKWAY, EAGLE MOUNTAIN, UT 84005



SHEET:
C-2

DATE: Jun 09, 2021



LEGEND

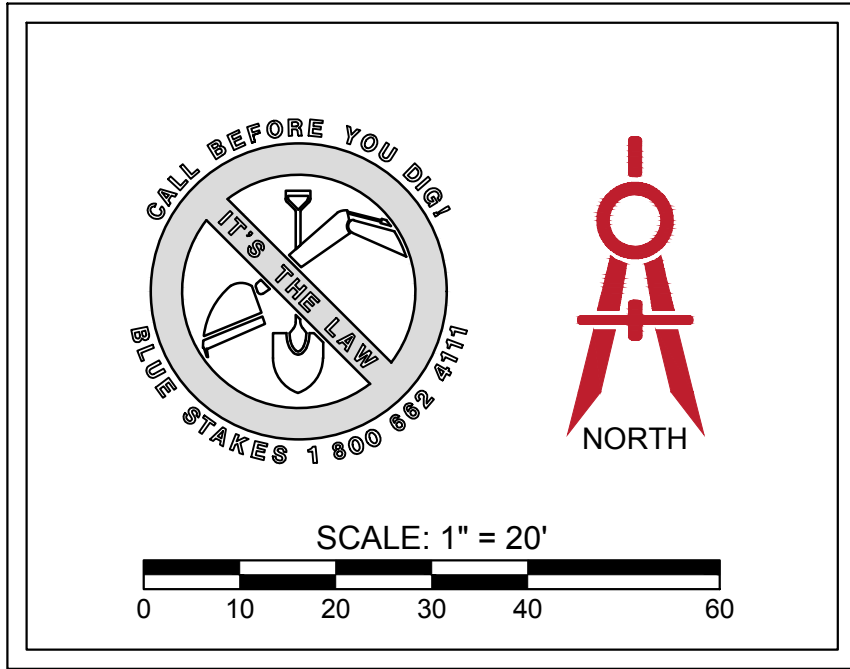
PROPERTY/ROW LINE	---
EXISTING CURB AND GUTTER	---
PROPOSED CURB AND GUTTER	---
PROPOSED STORM DRAIN LINE	SD SD SD
EXISTING STORM DRAIN LINE	SD SD SD
PROPOSED SEWER LINE	SS SS SS
EXISTING SEWER LINE	SS SS SS
PROPOSED WATER LINE	W W W
EXISTING WATER LINE	W W W
INVERT ELEVATION	IE
EXISTING	EX
FINISHED GRADE	FG
FINISHED FLOOR ELEVATION	FFE
TOP OF FOUNDATION	TOF

DESIGN NOTES:

- CONNECT TO EXISTING WATER MAIN PER CITY STANDARDS.
- INSTALL 1" METER BOX IN PER CITY STANDARDS.
- INSTALL 1" POLY WATER LINE PER CITY STANDARDS.
- END ALL UTILITIES 5' FROM BUILDING, SEE PLUMBING PLANS FOR CONTINUATION.
- CONNECT TO EXISTING SEWER MANHOLE. CONTRACTOR TO VERIFY LOCATION AND ELEVATION PRIOR TO ANY CONSTRUCTION.
- INSTALL 4" SDR-35 PVC SEWER PIPE AT 2% MIN. SLOPE.
- INSTALL 4" CLEANOUT PER EAGLE MOUNTAIN DWG SLSC-1. SEE SHEET C-4 FOR DETAILS.

GENERAL NOTES:

- CONTRACTOR TO NOTIFY BLUE STAKES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITY LINES AND STRUCTURES PRIOR TO CONSTRUCTION.
- ALL PROPOSED WATER LINES TO HAVE A MINIMUM OF 5' OF COVER.
- ALL SEWER, WATER AND STORM DRAIN PIPES SHALL BE BACKFILLED WITH SELECT GRANULAR FILL AS PER CITY STANDARDS.
- ANY OFF SITE DAMAGE TO EXISTING ASPHALT, CURB & GUTTER, LANDSCAPING AND ALL UTILITIES TO BE REPLACED IN KIND.
- SEE GRADING AND DRAINAGE PLAN FOR CONSTRUCTION OF SEWER AND WATER LINES.
- ALL WORK TO BE ACCORDING TO CITY STANDARDS.



NOTE:
ALL UTILITY METERS SHALL BE PAINTED
TO MATCH THE BUILDING COLOR

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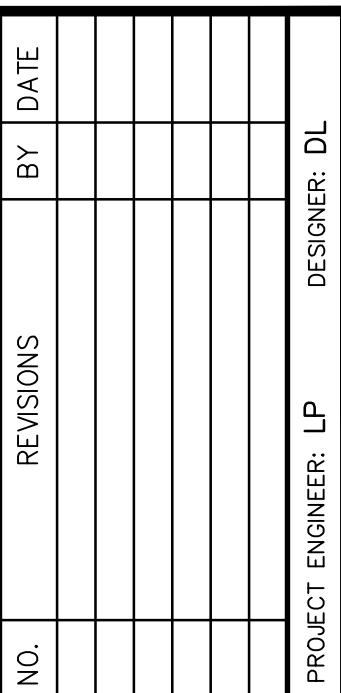
7-ELEVEN EAGLE MOUNTAIN
UTILITY PLAN

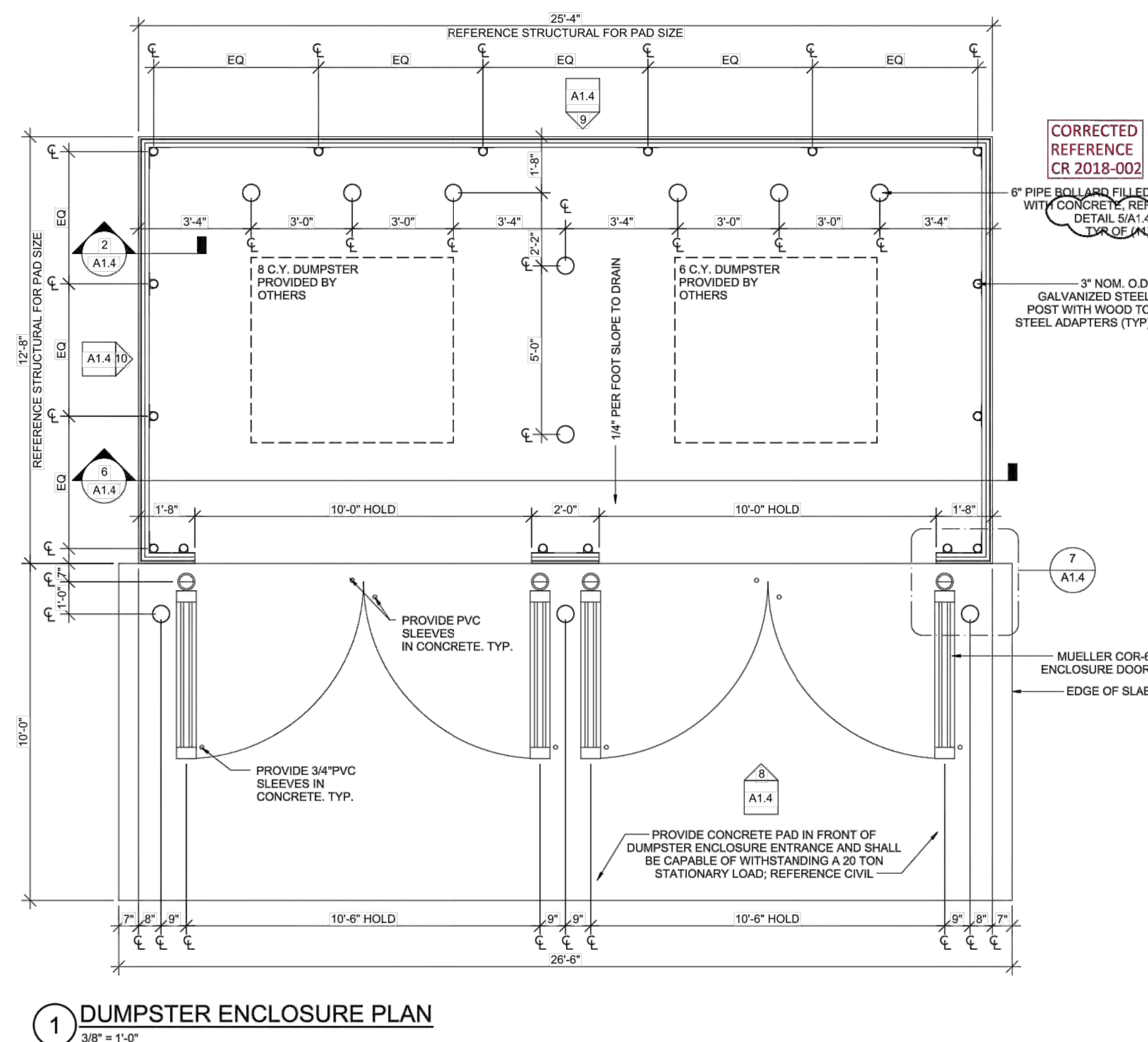
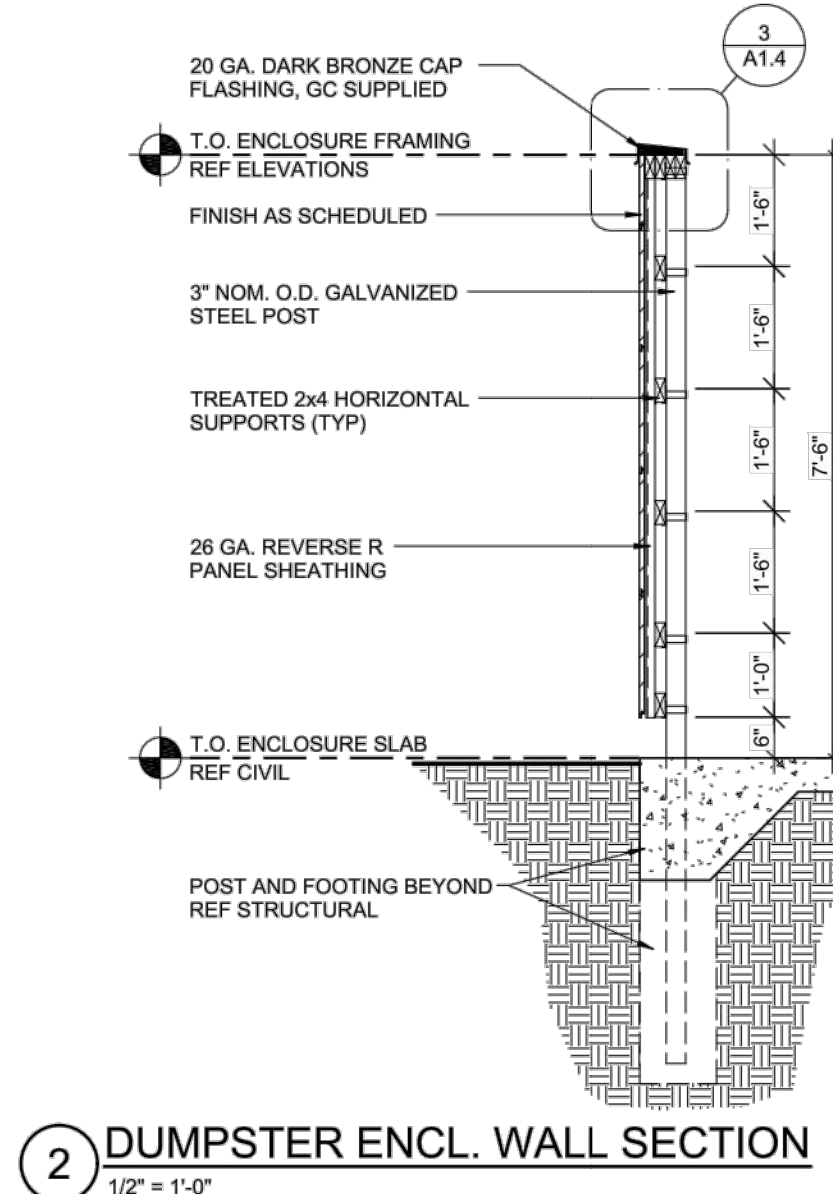
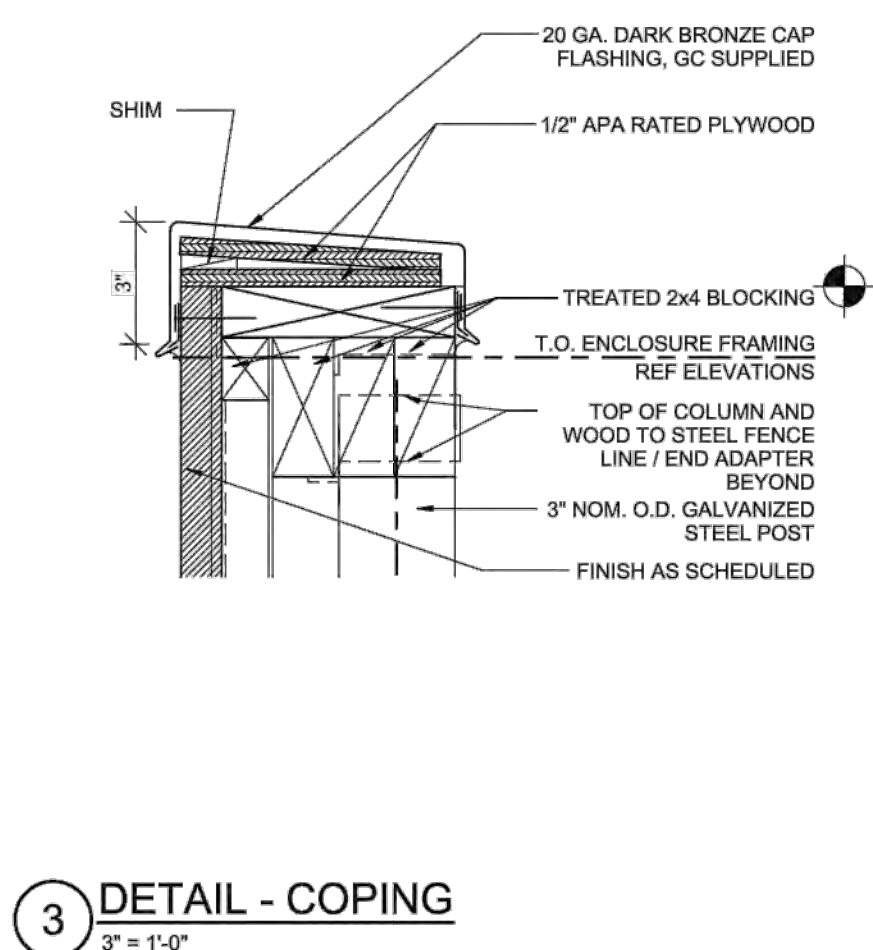
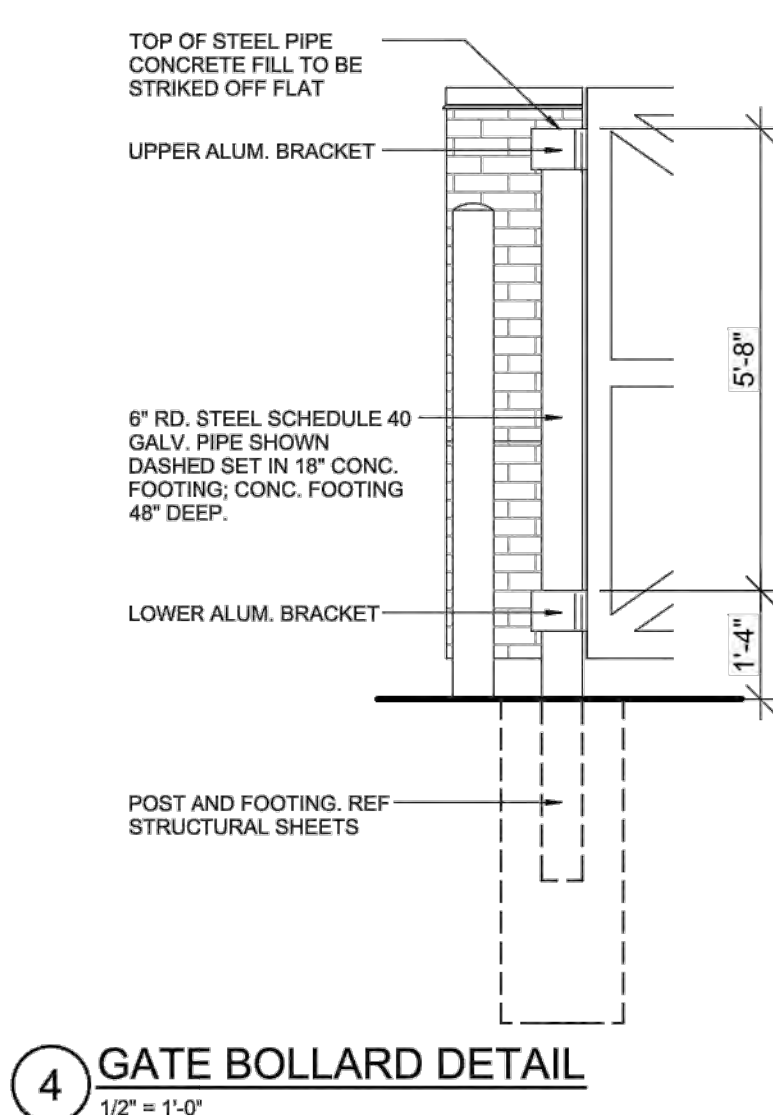
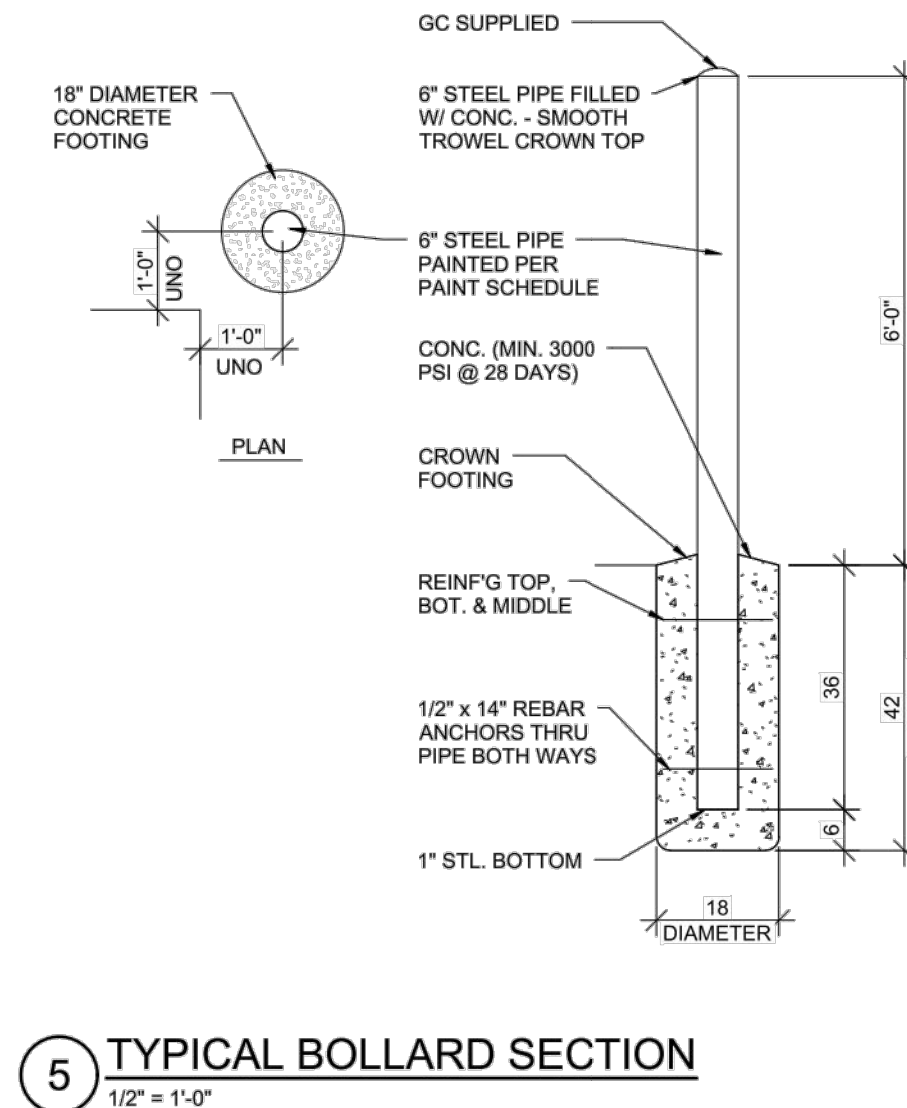
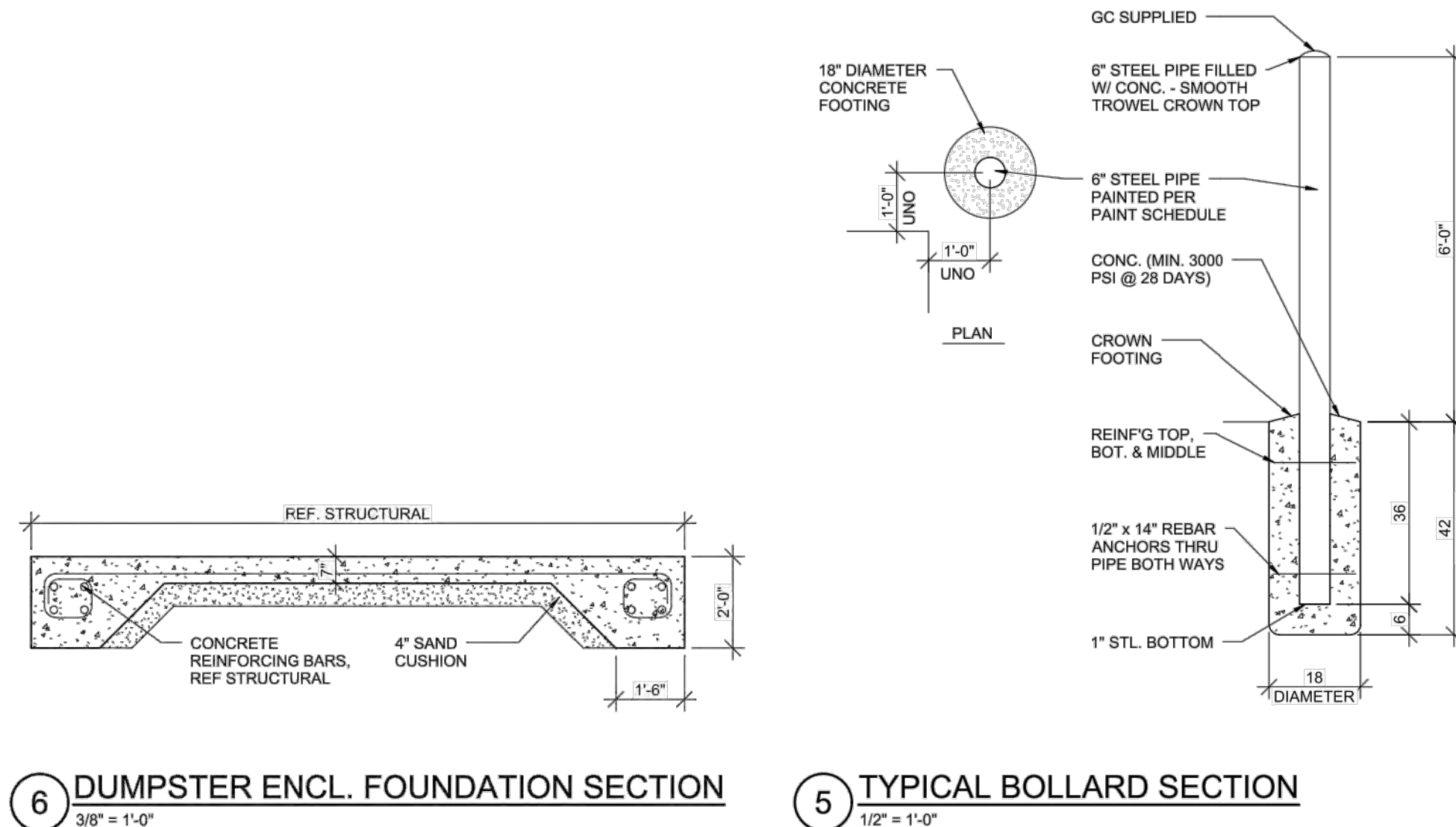
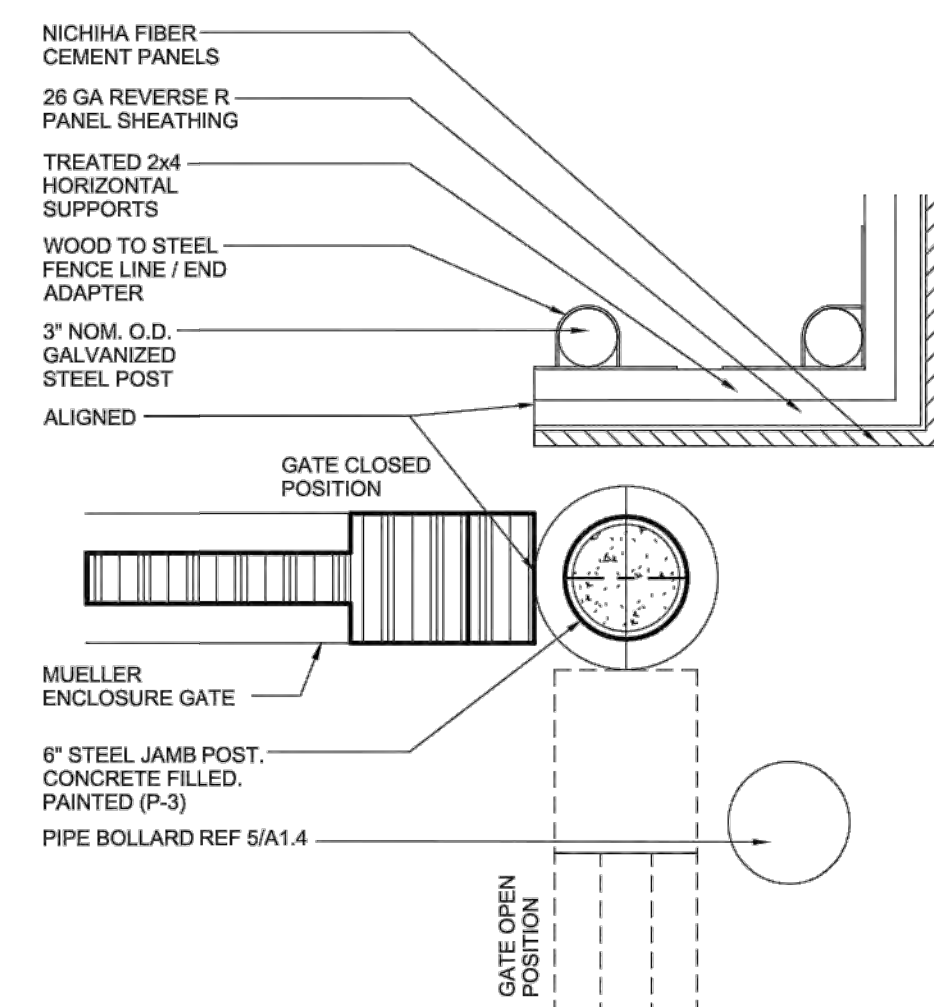
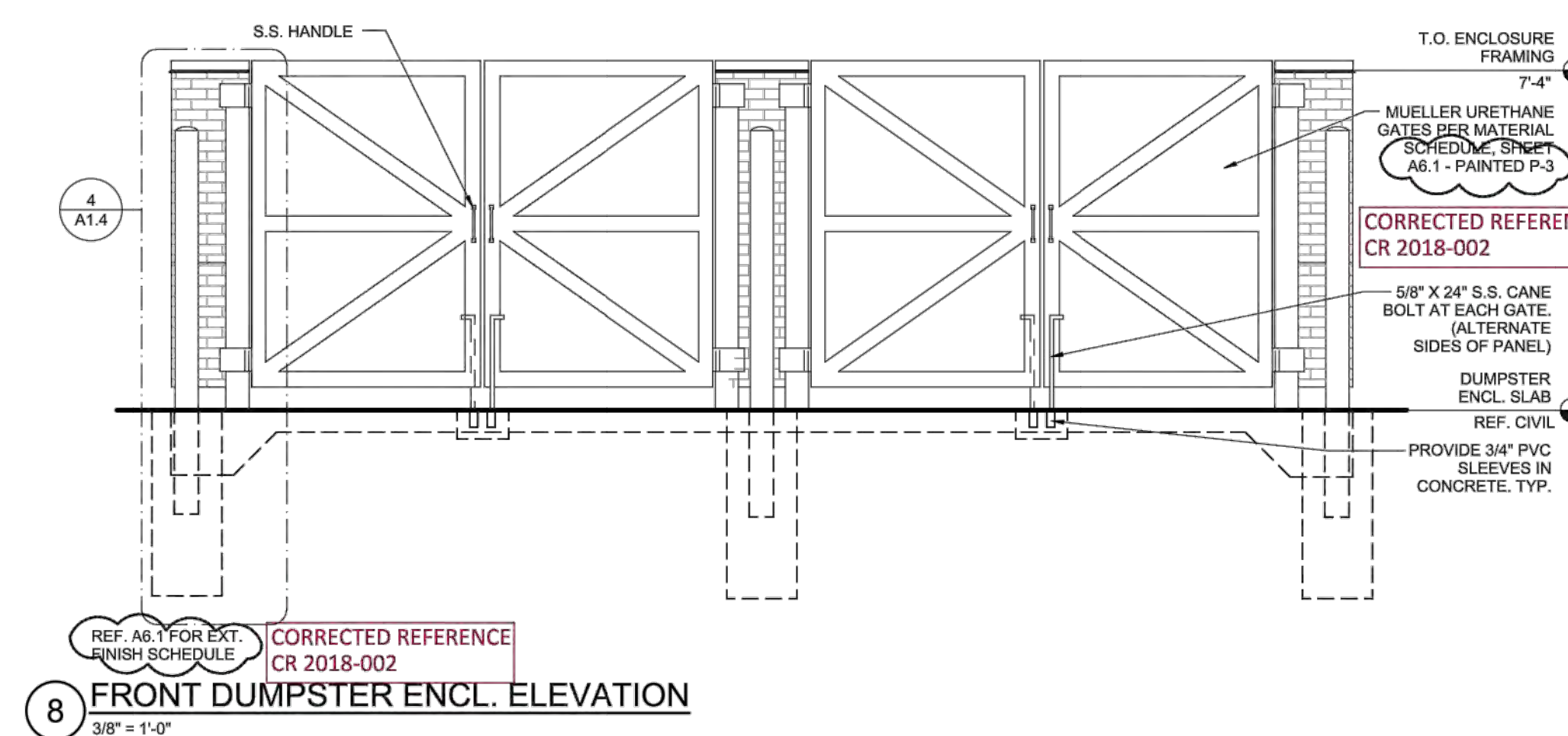
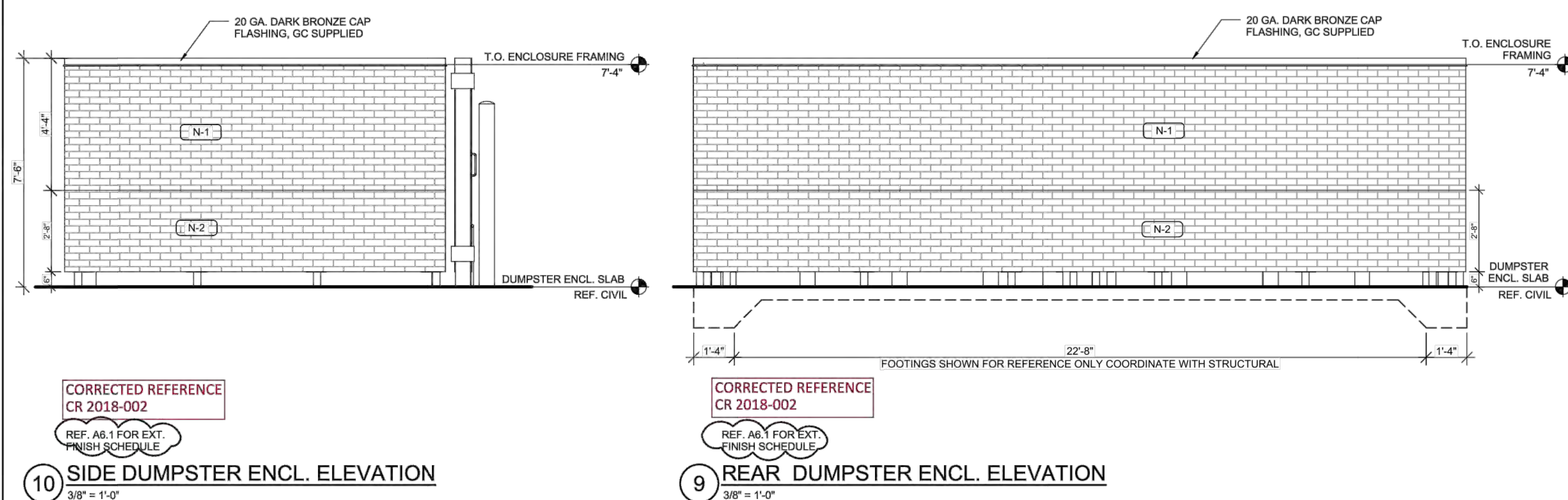
9298 N RANCHES PARKWAY, EAGLE MOUNTAIN, UT 84005

PROFESSIONAL ENGINEER
09/2021
10664737
LARVIN POLLOCK
DATE OF PLAN

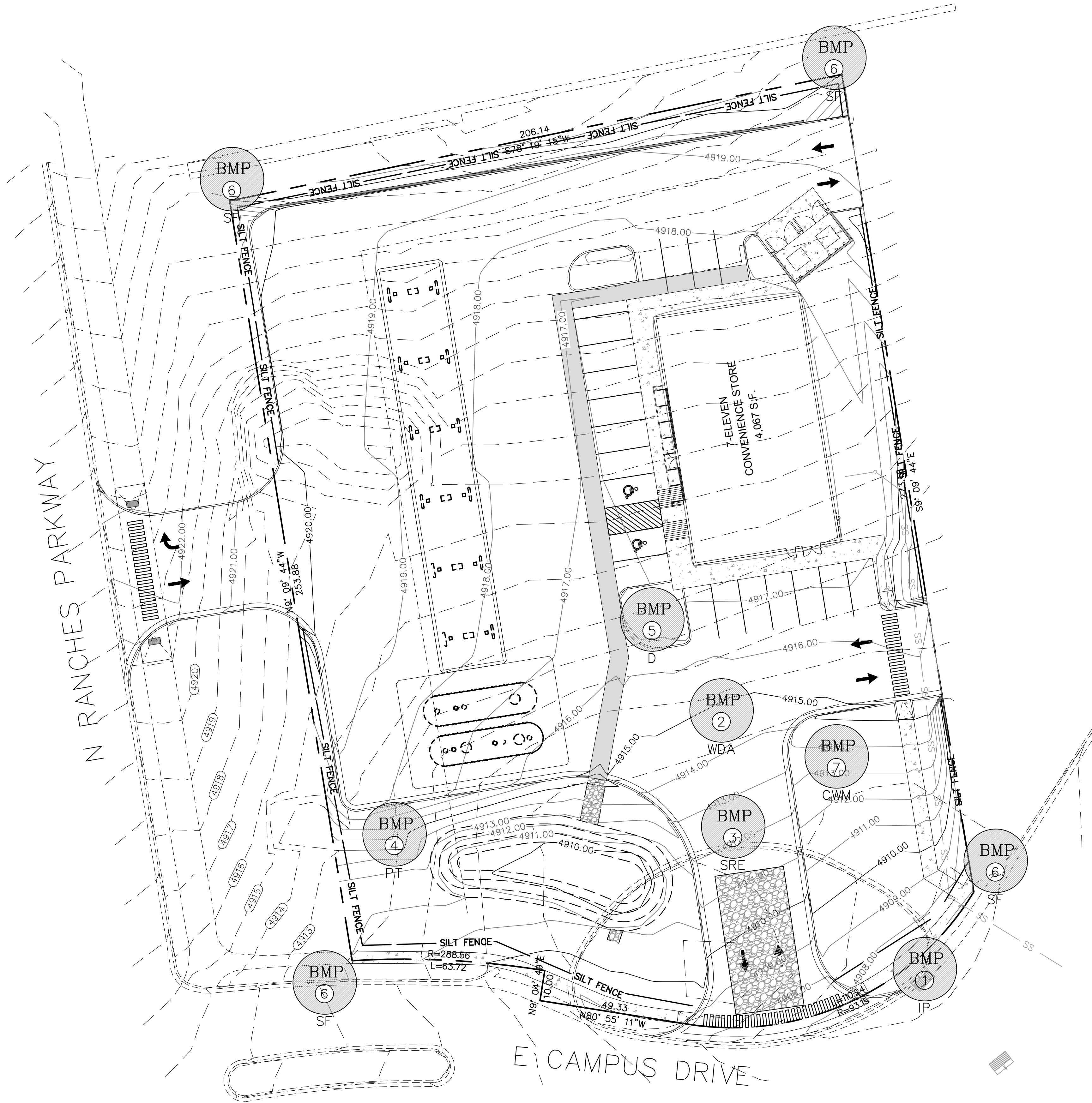
SHEET:
C-3
DATE:
Jun 09, 2021

DESIGNER: DL



[illegible]

HWY 73



LEGEND

PROPERTY/ROW LINE	---
EXISTING CURB AND GUTTER	---
PROPOSED CURB AND GUTTER	---
PROPOSED STORM DRAIN LINE	SD SD SD
EXISTING STORM DRAIN LINE	SD SD SD
EXISTING SEWER LINE	SS SS SS
EXISTING WATER LINE	W W W
EXISTING CONTOUR LINE	2732
FINISHED CONTOUR LINE	21.00
EXISTING FENCE	x
SILT FENCE	SILT FENCE
CLEAN OUT BOX	□
BEST MANAGEMENT PRACTICE INDEX AND SHEET C-6 & 7 FOR DETAILS	BMP XX

- NOTES
- DURING CONSTRUCTION
1. ALL EROSION CONTROL BEST MANAGEMENT PRACTICES SHALL BE INSPECTED AND MAINTAINED REGULARLY (ONCE A WEEK) AND AFTER EVERY STORM EVENT
 2. LAND DISTURBANCE SHALL BE KEPT TO MINIMUM TO CONTROL RUNOFF FROM THE SITE
 3. LIMIT LAND CLEARING AND RESTORE ALL GRADING AS SOON AS POSSIBLE
 4. STAGED SEEDING TO RE-VEGETATE CUT AND FILL SLOPES AS THE WORK IS IN PROGRESS
 5. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND OTHER EROSION
 6. MAINTENANCE OF STREET: STREETS TO BE KEPT CLEAN AND FREE FROM DEBRIS.
 7. CONTRACTOR SHALL PROVIDE DUST CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION.
 8. A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE KEPT ON THE SITE DURING ALL CONSTRUCTION ACTIVITY
- POST CONSTRUCTION
- SEE SHEET C-7

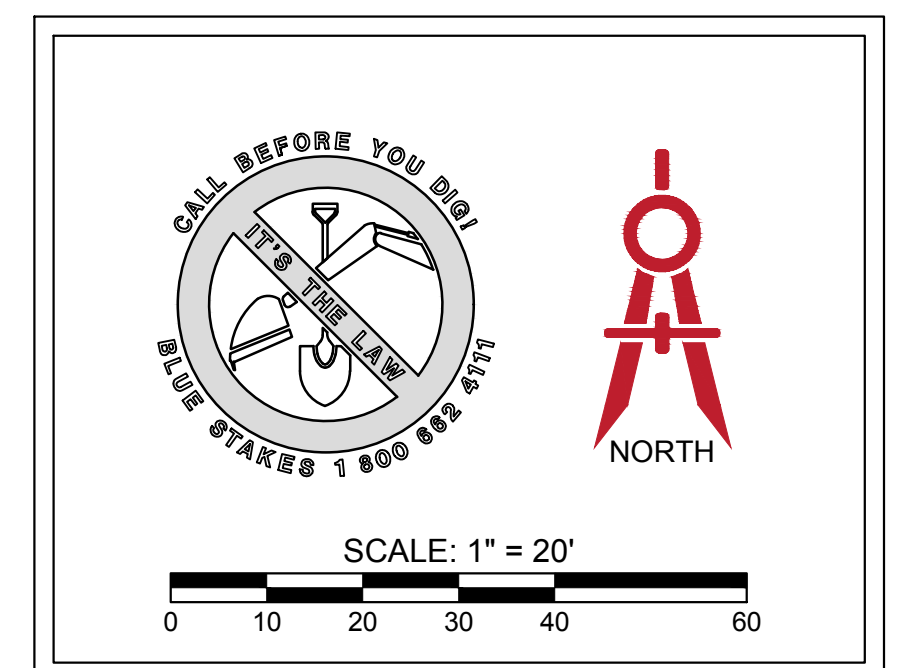
BEST MANAGEMENT PRACTICE INDEX

1	IP	INLET PROTECTION
2	WDA	EQUIPMENT AND VEHICLE WASH DOWN AREA
3	SRE	STABILIZED ROADWAY ENTRANCE
4	PT	PORTABLE TOILET
5	D	DUMPSTER LOCATION
6	SF	SILT FENCE
7	CWM	CONCRETE WASTE MANAGEMENT

ADDITIONAL BMP's TO BE ONSITE:

- SPILL CLEANUP
- VEHICLE & EQUIPMENT FUELING

SEE SHEET C-7 FOR BMP DETAILS



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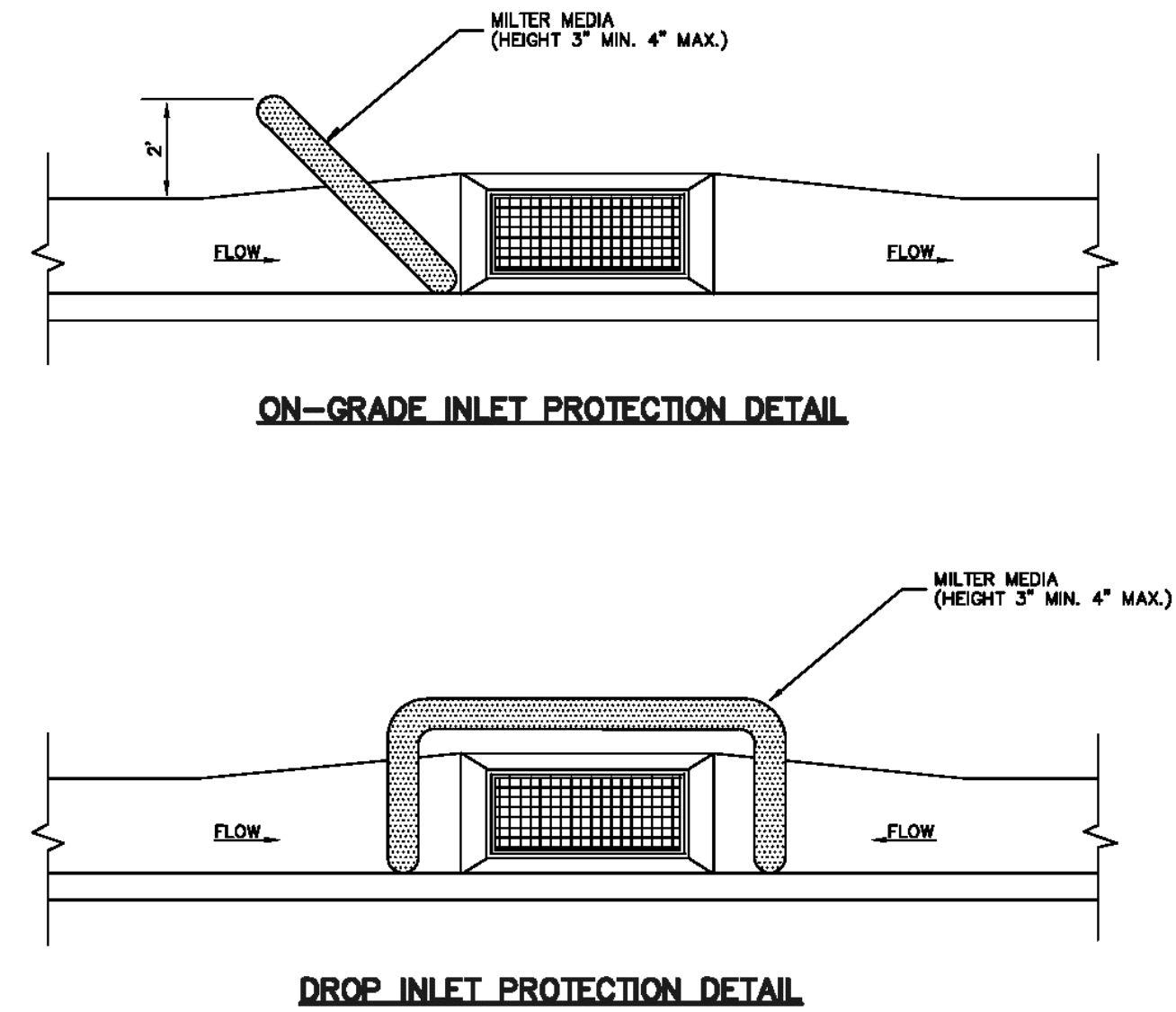
7-ELEVEN EAGLE MOUNTAIN
SWPPP PLAN
9298 N RANCHES PARKWAY, EAGLE MOUNTAIN, UT 84005

PROFESSIONAL ENGINEER
09/2021
10664737
LARVIN POLLOCK
STATE OF UTAH

SHEET:
C-6
DATE:
Jun 09, 2021

NO. REVISIONS BY DATE
PROJECT ENGINEER: LP DESIGNER: DL

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



Inlet protection - gravel sock

Plan No.
124

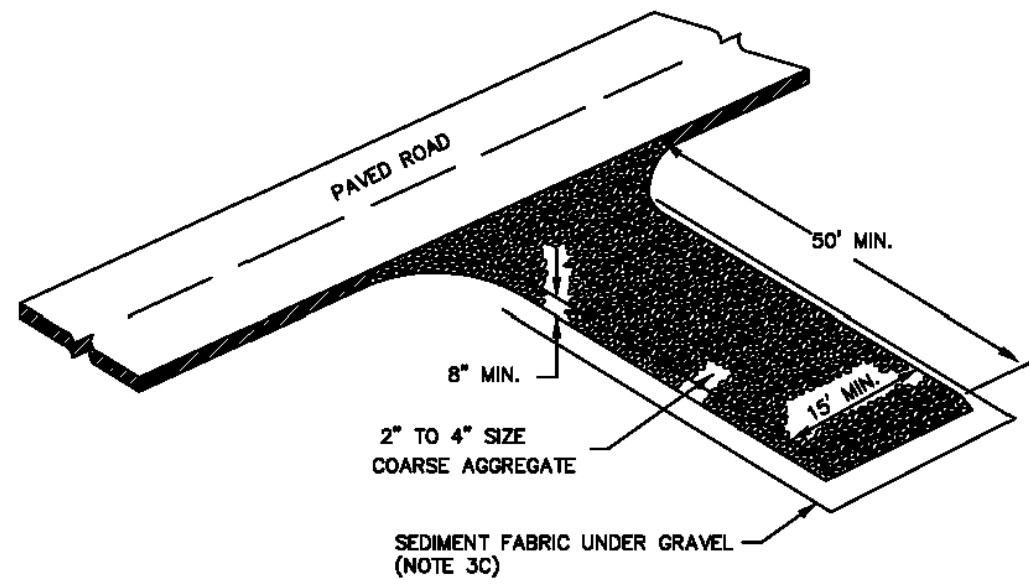
September 2006 11 Drawing 1 of 3

Inlet protection – gravel sock

- DESCRIPTION: Placement of gravel sock on grade upstream of, or in front of storm drain inlets to filter or pond water runoff
- APPLICATION: At inlets in paved or unpaved areas where up gradient area is to be disturbed by construction activities.
- INSTALLATION/APPLICATION CRITERIA: Refer to APWA Section 01 57 00.
 - On-grade inlet protection:
 - On-grade inlet protection should be used when completely blocking a storm drain inlet box would result in forcing water further downstream would cause flooding or other undesirable results.
 - Prepare filter media (gravel sock, straw waddle, or other approved media) in accordance with manufacturer's recommendations.
 - Install filter media just upstream of the inlet box.
 - Filter media shall butt tightly against the face of the curb and angle at approximately a 45 degree angle away from the curb to trap runoff between the media and the curb.
 - Excessive flows will flow either over or around the filter media and into the inlet box.
 - Expect ponding behind the filter media.
 - Drop inlet protection:
 - Drop inlet protection should be used at low points in the curb and when diverting flows further downstream will not cause undesirable results.
 - Prepare filter media (gravel sock, straw waddle, or other approved media) in accordance with manufacturer's recommendations.
 - Install filter media around the entire perimeter of the inlet grate.
 - Filter media shall butt tightly against the face of the curb on both sides of the inlet grate.
 - Excessive flows will either flow around the media or over the top and into the inlet box.
 - Expect ponding around the inlet box.
- MAINTENANCE:
 - Inspect inlet protection after every large storm event and at a minimum of once monthly.
 - Remove sediment accumulated when it reaches 2 inches in depth.
 - Replace filter medium when damage has occurred or when medium is no longer functioning as intended.

10

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



Stabilized roadway entrance

Plan No.
126

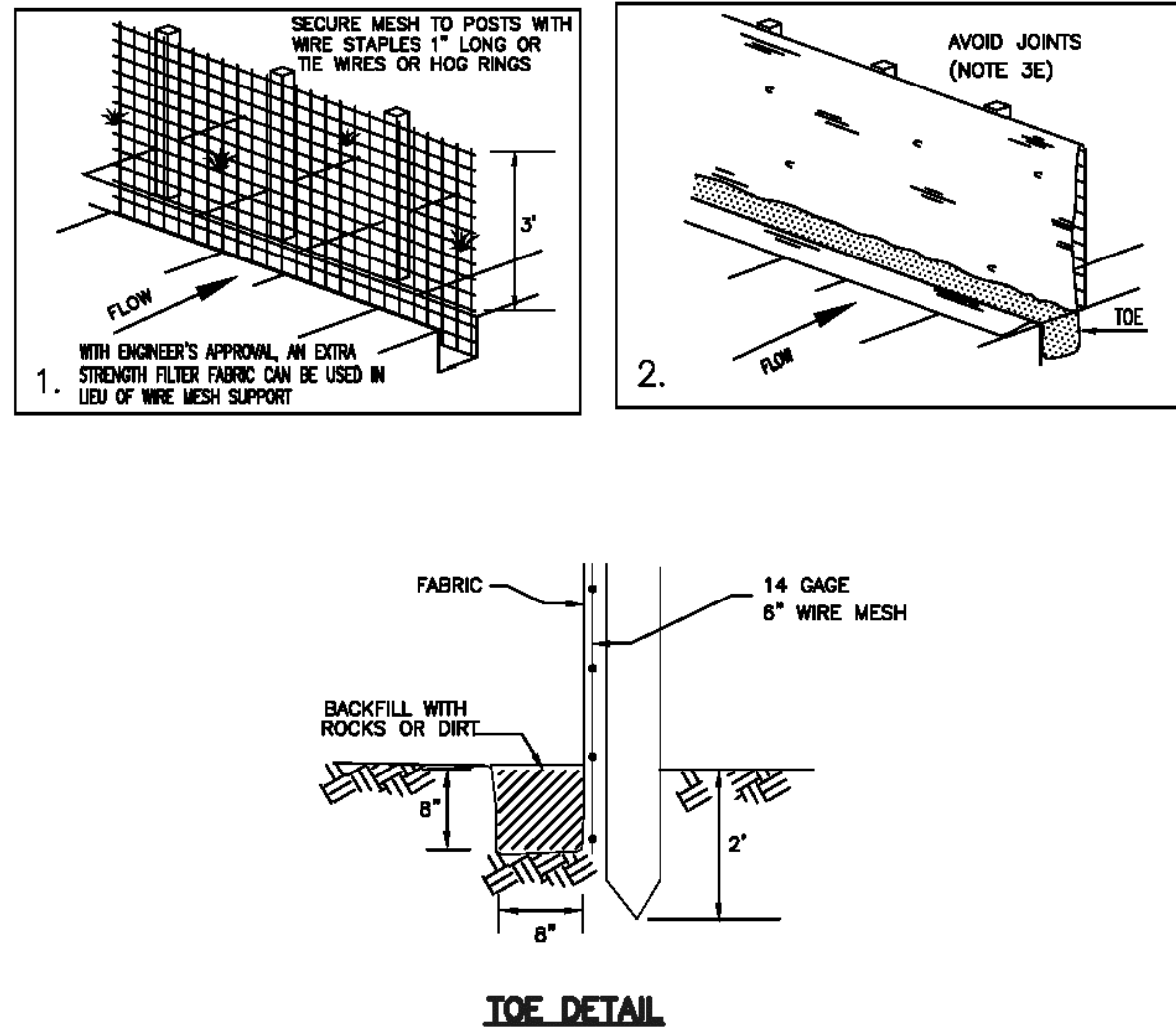
February 2006 19

Stabilized roadway entrance

- DESCRIPTION: A temporary stabilized pad of gravel for controlling equipment and construction vehicle access to the site.
- APPLICATION: At any site where vehicles and equipment enter the public right of way.
- INSTALLATION/APPLICATION CRITERIA: Refer to APWA Section 01 57 00.
 - Clear and grub area and grade to provide maximum slope of 1 percent away from paved roadway.
 - Compact subgrade.
 - Place filter fabric under stone if desired (recommended for entrance area that remains more than 3 months).
- MAINTENANCE:
 - Requires periodic top dressing with additional stones.
 - Prevent tracking or flow of mud into the public right-of-way.
 - Periodic top dressing with 2 inches stone may be required, as conditions demand, and repair any structures used to trap sediments.
 - Inspect daily for loss of gravel or sediment buildup.
 - Inspect adjacent areas for sediment deposit and install additional controls as necessary.
 - Expand stabilized area as required to accommodate activities.

18

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



Silt fence

122

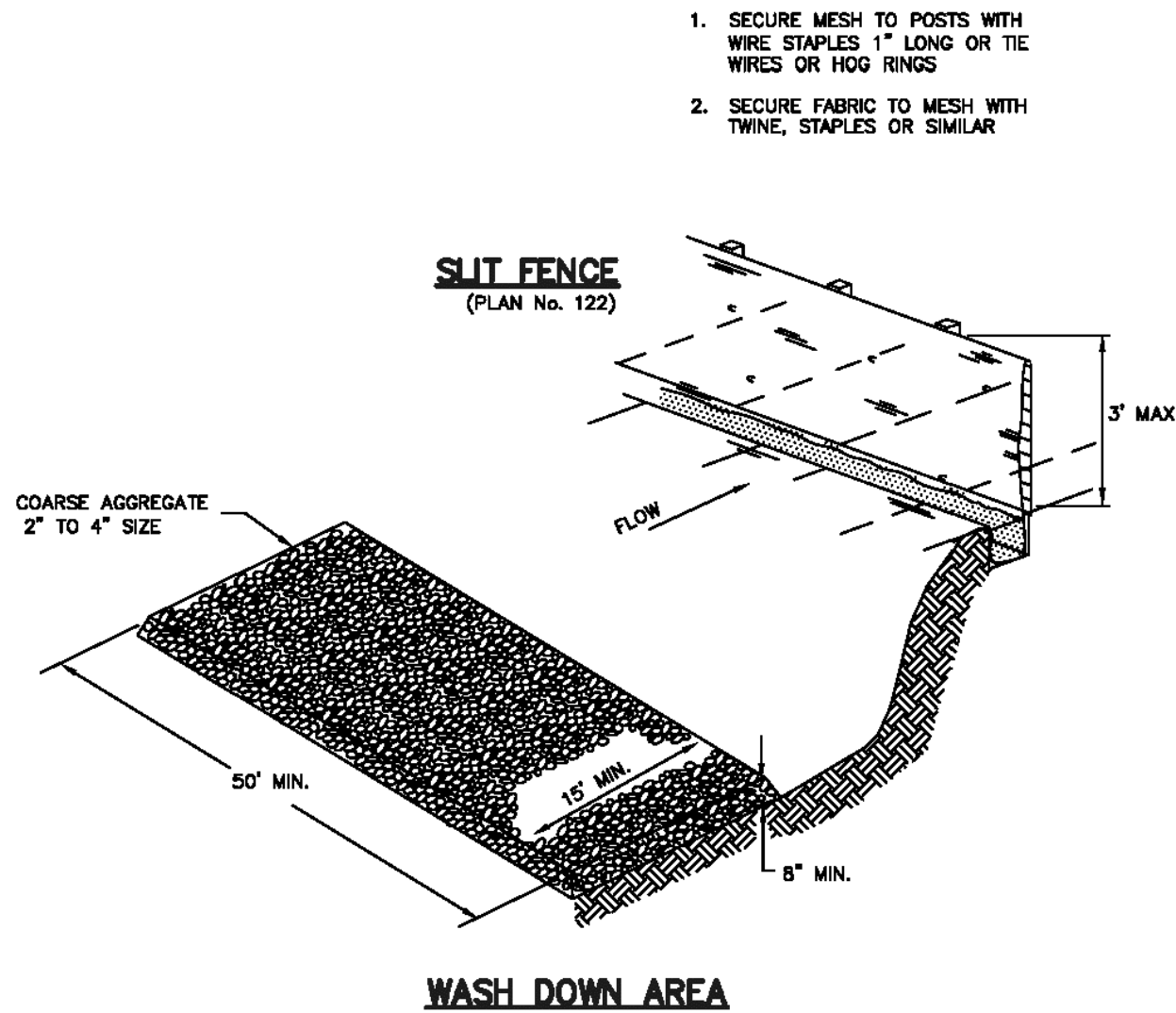
February 2006 7

Silt fence

- DESCRIPTION: A temporary sediment barrier consisting of a filter fabric stretched across and attached to supporting posts and entrenched.
- APPLICATION: To intercept sediment from disturbed areas of limited extent.
 - Perimeter Control: Place barrier at down gradient limits of disturbance.
 - Sediment Barrier: Place barrier at toe of slope or soil stockpile.
 - Protection of Existing Waterways: Place barrier at top of stream bank.
 - Inlet Protection.
- INSTALLATION/APPLICATION CRITERIA: Refer to APWA Section 01 57 00.
 - Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester, or polyethylene yarn. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 deg. F. to 120 deg. F.
 - Burlap shall be 10 ounces per square yard of fabric.
 - Posts for silt fences shall be either 2" x 4" diameter wood, or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.
 - The fabric is cut on site to desired width, unrolled, and draped over the barrier. The fabric toe is secured with rocks or dirt. The fabric is secured to the mesh with twin, staples or similar devices.
 - When attaching two silt fences together, place the end post of the second fence inside the end post of the first fence. Rotate both posts at least 180 degrees on a clockwise direction to create a tight seal with the filter fabric. Drive both posts into the ground and bury the flap.
 - When used to control sediments from a steep slope, silt fences should be placed away from the toe of the slope for increased holding capacity.
- MAINTENANCE:
 - Inspected immediately after each rainfall and at least daily during prolonged rainfall.
 - Should the fabric on a silt fence or filter barrier decompose or become ineffective before the end of the expected usable life and the barrier still be necessary, the fabric shall be replaced promptly.
 - Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
 - Re-anchor fence as necessary to prevent shortcutting.
 - Inspect for runoff bypassing ends of barriers or undercutting barriers.

6

NARRATIVE: THIS PLAN MAY BE USED FOR THE CONSTRUCTION OF A STORM WATER BEST MANAGEMENT PRACTICE (BMP). IT IS NOT INCLUSIVE OF ALL PRACTICES AVAILABLE AND IS ONLY SPECIFIC TO THE CONSTRUCTION OF THIS TYPE. MAINTENANCE OF THIS TYPE OF INSTALLATION IS IMPORTANT AND SHOULD BE CONTINUOUSLY MONITORED BY THE CONTRACTOR AND ENGINEER. DETAILS SHOWN HERE HIGHLIGHT IMPORTANT PARTS OF CONSTRUCTION, AND SHOULD BE MODIFIED AS NEEDED.



Equipment and vehicle wash down area

Plan No.
125

February 2006 17

Equipment and vehicle wash down area

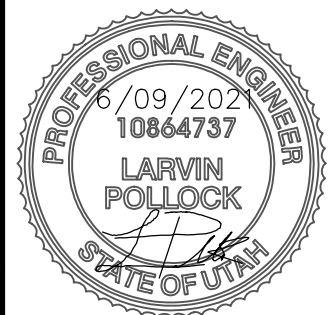
- DESCRIPTION: A temporary stabilized pad of gravel for general washing of equipment and construction vehicles.
- APPLICATION: At any site where regular washing of vehicles and equipment will occur. May also be used as a filling point for water trucks limiting erosion caused by overflow or spillage of water.
- INSTALLATION/APPLICATION CRITERIA: Refer to APWA Section 01 57 00.
 - Clear and grub area and grade to provide maximum slope of 1 percent away from paved roadway.
 - Compact subgrade.
 - Place filter fabric under wash down area if desired (recommended for wash area that remains more than 3 months).
 - Install silt fence down gradient (see Plan No. 122).
- MAINTENANCE:
 - Requires periodic top dressing with additional stones.
 - Solely used to control sediment in wash water. Cannot be utilized for washing equipment or vehicles that may cause contamination of runoff (such as fertilizer equipment or concrete equipment).
 - The wash area shall be maintained in a condition that will prevent tracking or flow of mud onto public rights-of-way.
 - Periodic top dressing with 2 inch stone may be required, as conditions demand, and repair any structures used to trap sediments.
 - Inspect daily for loss of gravel or sediment buildup.
 - Inspect adjacent area for sediment deposit and install additional controls as necessary.
 - Expand stabilized area as required to accommodate activities.
 - Maintain silt fence as outlined in Plan No. 122.

16

ELEVATE ENGINEERING
2208 WEST 700 SOUTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
larvin@elevateeng.com

ELEVATE ENGINEERING

7-ELEVEN EAGLE MOUNTAIN
SWPPP DETAILS
9298 N RANCHES PARKWAY, EAGLE MOUNTAIN, UT 84005



SHEET:
C-7
DATE:
Jun 09, 2021

Landscape Architect

RDL Design Company, Inc.
1020 East Yale Avenue
Salt Lake City, Utah 84105
Phone : 801-647-3114
Email : rdl@comcast.net



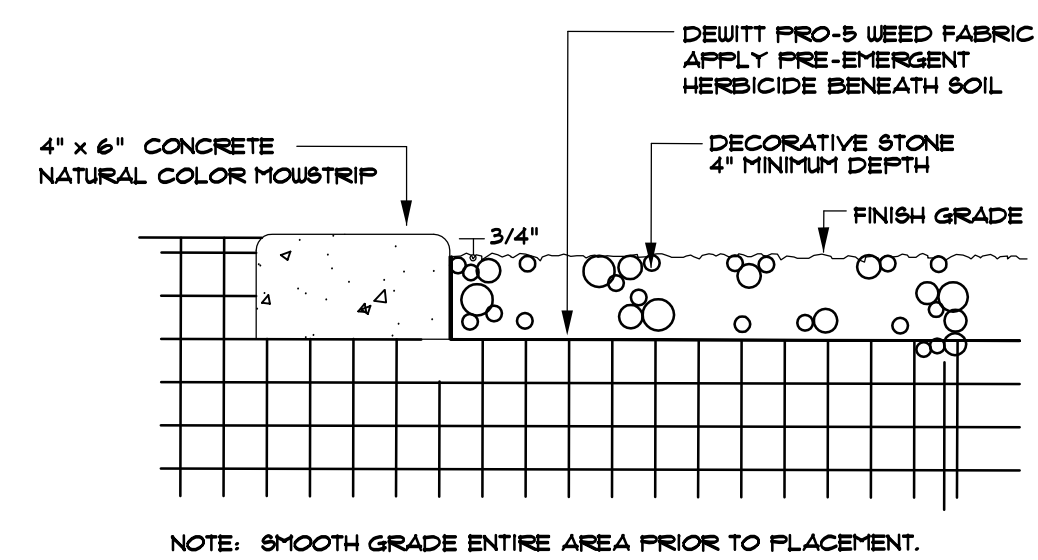
E. Campus Drive

Legend

Symbol	Description	Remarks
	Landscape Boulder / 3'-4' Min. Size / Individually Placed	Boulder Type And Color Shall Be From Nearest Local Source, Blonde-Tan Colored Quartzite, Block Edges (Not Rounded).
	4" x 6" Extruded Concrete Mowstrip / Natural Color	Install In Straight True Lines And Uniform Curves, 4 Between All Lawn And Shrub Areas. Compact Sub-grade To 90% Prior To Installation.
	New Lawn Area / Water Conservative Mixture	Install In Areas Shown Over A 6" Inch Depth Of Import Topsoil. Top Of Lawn To Be 1 Inch Below Finish Grade Of Concrete Surfaces.
	Rock ONLY Area / Cobble / 4" Minus Size / "Nephi Gray"	Install In Areas Shown To A Depth Of 6 Inches Over "Dewitt" Brand Weed Barrier Fabric. Submit Gray Sample For Approval.
	New Shrub - Rock Area / 1 1/2" Min. Size / Earthtone Color	Install In Areas Shown To A Depth Of 4 Inches Over "Dewitt" Brand Weed Barrier Fabric. Rock To Match Adjacent South Property.

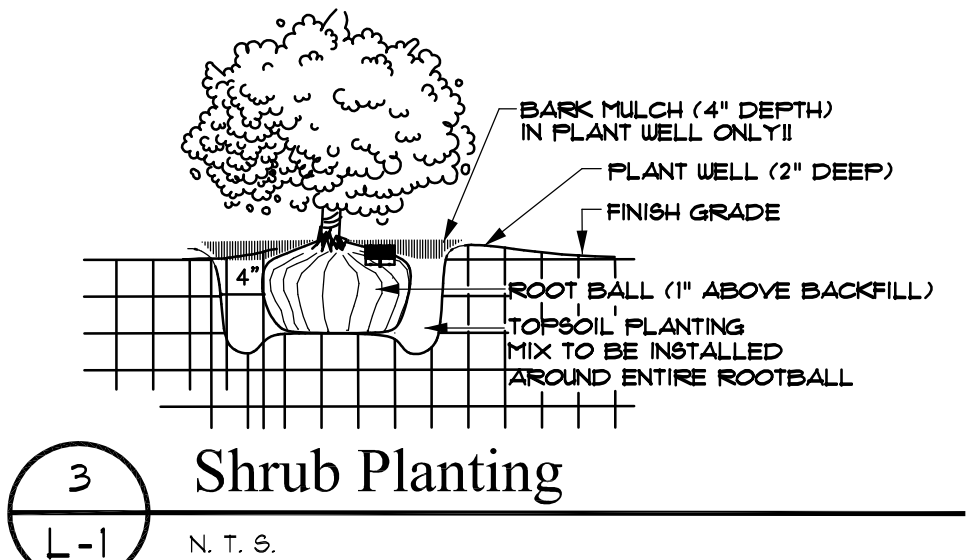
1 Tree Planting

N. T. S.



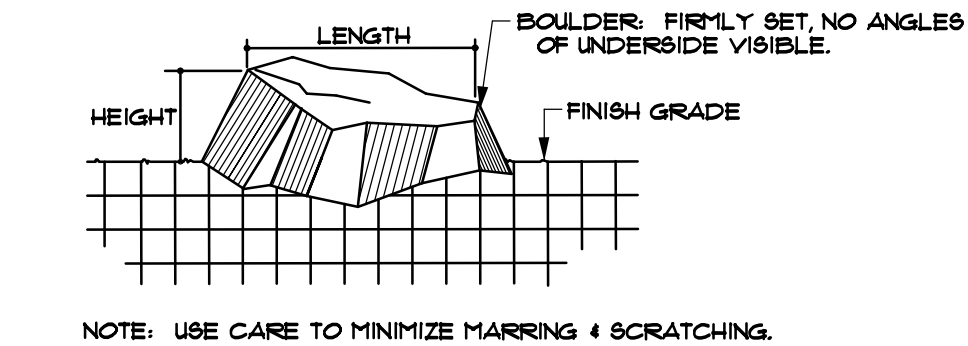
2 Mowstrip / Stone Mulch

N. T. S.



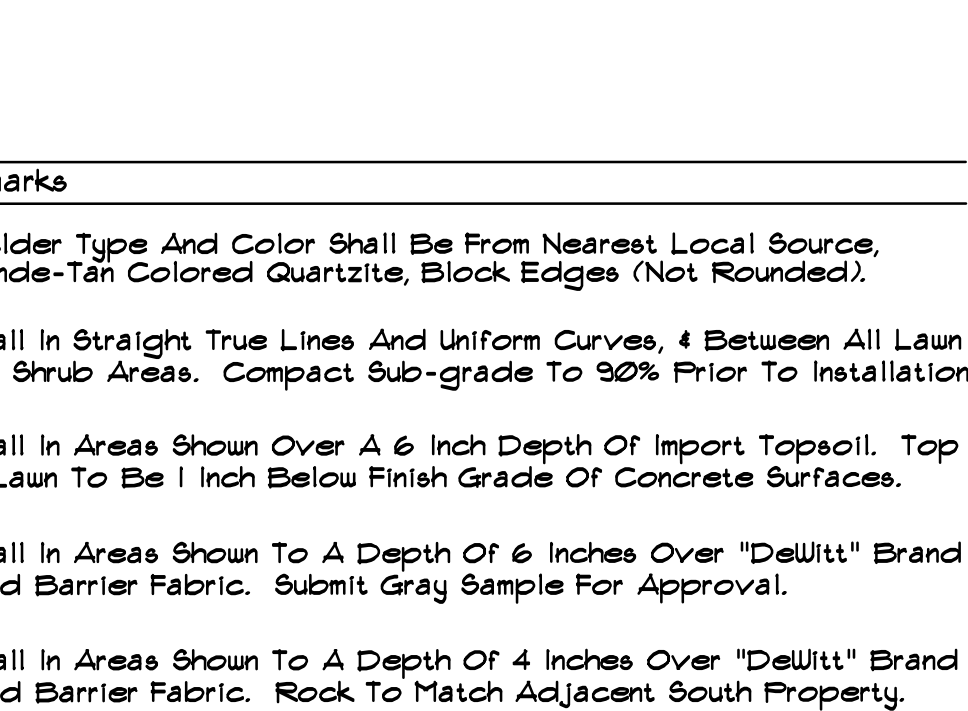
3 Shrub Planting

N. T. S.



4 Landscape Boulder

N. T. S.



Plant List (TREES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
5		Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2" Caliper 8'-10' Height	Full Head Crown Straight Trunk
3		Juniperus virginiana	Rocky Mountain Juniper	6'-8' Height B & B	Full Throughout Specimen
1		Malus sp. 'Spring Snow'	Spring Snow Crab	2" Caliper 10'-12' Height	Full Head Crown Straight Trunk
3		Pinus nigra 'Arnold's Sentinel'	Columnar Austrian Pine	6'-8' Height B & B	Full Throughout Specimen
2		Pyrus calleryana 'Chanticleer'	Chanticleer Flowering Pear	2" Caliper 8'-10' Height	Full Head Crown Straight Trunk
3		Syringa reticulata	Japanese Tree Lilac	2" Caliper 10'-12' Height	Full Head Crown Straight Trunk

Plant List (SHRUBS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
2		Berberis thunb. 'Crimson Pygmy'	Crimson Pygmy Barberry	5 Gallon	15"-18" Height
25		Chrysothamnus nauseosus	Rubber Rabbitbrush	5 Gallon	18"-24" Height
3		Physocarpus o. 'Summer Wine'	Summer Wine Ninebark	5 Gallon	24"-30" Height
4		Rhus aromatica 'Grow-Low'	Grow Low Sumac	5 Gallon	18"-24" Spread
0		Rosa 'Maidland Red'	Red Groundcover Rose	5 Gallon	15"-18" Height
4		Spiraea japonica 'Neon Flash'	Neon Flash Spiraea	5 Gallon	15"-18" Height
9		Yucca filam. 'Golden Sword'	Golden Sword Yucca	5 Gallon	15"-18" Height

Plant List (ORNAMENTAL GRASSES)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
1		Calamagrostis a. 'Avalanche'	Avalanche Feather Grass	5 Gallon	24"-30" Height
22		Calamagrostis a. 'Foerster'	Foerster Feather Grass	5 Gallon	24"-30" Height
4		Ferniastum alopec. 'Hameln'	Hameln Fountain Grass	5 Gallon	15"-18" Height

Plant List (PERENNIALS)

Quan.	Symbol	Botanical Name	Common Name	Size	Remarks
22		Agastache 'Sunset'	Sunset Hyssop	1 Gallon	Full Can
30		Perovskia atriplicifolia	Russian Sage	1 Gallon	Full Can
15		Salvia 'East Friesland'	East Friesland Sage	1 Gallon	Full Can

** Plant material quantities are provided for convenience in bidding ONLY!! The contractor shall provide and install all plant materials either shown or noted on the plans, and of the sizes and heights specified.

Planting Notes

- All lawn areas shall receive a 6 inch depth of topsoil, shrub areas 4 inch depth. If topsoil is not available at the site, it must be imported from an approved local source. All topsoil shall be of a sandy loam consistency. Provide a chemical analysis of all topsoil for approval.
- Prior to placement of topsoil, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches, by the use of mechanical means, in order to create a transition layer between existing and new soils.
- All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site.
- Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive (80% Pepp/or equal), and shall be rotary mixed on-site prior to installation.
- Plant fertilizer shall be 'Agriform' brand 21 gram tablets used as per manufacturers recommendations.
- Upon completion of planting operations, all shrub pits and tree wells shall receive a 4 inch depth of shredded bark mulch mixture as a cover. The overall shrub beds themselves (beyond plant wells) shall receive a 4" depth of decorative stone surfacing over Pro-5 weed barrier fabric.
- In decorative stone beds, cut the fabric from around the water well of each plant, then apply fine ground bark inside water well. The remainder of the planter bed shall receive the depth of decorative stone.
- Landscape maintenance shall be required for a period through the second mowing of the lawn (30 days minimum) and shall include weeding, pruning and one fertilization.
- The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than two years following the date of completion and final acceptance.
- As shown and noted, the irrigation system water supply is from a secondary (non culinary) source, and it's availability can be affected by climatic conditions, with the normal season extending from mid April to mid October. If any interruptions in water availability occur, the contractor shall coordinate with the Owner on the availability of possible temporary watering measures to keep all plant materials in a healthy condition.

General Notes

- All bidding landscape contractors shall have a minimum of 5 years experience in the installation of commercial landscape and irrigation projects, and be able to supply the necessary staff to perform all tasks associated with these drawings, and in a professional and timely manner.
- The landscape contractor, at all times, shall have personnel on-site experienced in being able to interpret the drawings correctly, and accurately measure the design layout using the specified scale.
- The contractor shall verify the exact location of all existing and proposed utilities, and all site conditions prior to beginning work. The contractor shall coordinate his work with the project manager and all other contractors working on the site.
- The finish grade of all planting areas shall be smooth, even and consistent, free of any humps, depressions or other grading irregularities. The finish grade of all landscape areas shall be graded consistently 1/2" below all walks, curbs, etc.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.
- All plant materials shall be approved prior to planting. The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the specifications.
- The contractor shall plant all plants per the planting details, stakes/guy as shown. The top of the rootballs shall be planted flush with the finish grade.

Sub-Grade Requirements

- LAWN & SHRUB AREAS : Eight (8) inches below finish grade. This will allow for the installation of a six inch depth (lawn) and 4 inch depth (shrub) of topsoil along with a four inch depth of bark mulch or decorative stone, leaving it slightly below finish grade and concrete areas.
- SUB-GRADE COORDINATION : The Landscape contractor shall meet early on in the construction process with the site grading contractor, in order to ensure that all sub-grades, prior to final topsoil placement, are provided. Any discrepancies or questions shall be discussed and resolved at that time. Landscape operations shall not begin until the specified sub-grade elevations have been provided.

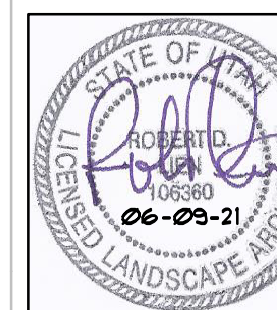
Submittal Requirements

- The contractor shall provide to the Owner/Engineer product samples of all landscape materials such as boulders, decorative stone, bark mulches, weed barrier fabric, soil amendments & import topsoil in order to obtain approval to be used on the project, and prior to shipment to the site. Failure to provide this in a timely manner will in no way affect or delay the construction schedule and time for project completion.
- All plant materials shall be secured for the project a minimum of 60 days prior to shipment to the site. The contractor shall provide to the Owner/Engineer written confirmation of this a minimum of 30 days prior to planting of the project. No substitutions will be considered following this time period.

ELEVATE ENGINEERING
492 WEST 1200 NORTH
SPRINGVILLE, UT 84663
PHONE: (801) 718-5993
info@elevateeng.com

ELEVATE

7-ELEVEN EAGLE MOUNTAIN
LANDSCAPE PLAN
9298 N RANCHES PARKWAY EAGLE MOUNTAIN, UT 84005



SHEET:
L-1
DATE: 06-09-2021



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	AGREEMENT - Approving the First Addendum to the Eagle Mountain Chamber of Commerce Management and Maintenance Agreement for Additional Ladder Sign Locations.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	None		
APPLICANT:	Eagle Mountain Chamber of Commerce		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Aaron Sanborn, Admin

PRESENTED BY:

Aaron Sanborn, Economic Development Director

RECOMMENDATION:

Staff recommends the City Council approve the first addendum to the Eagle Mountain Chamber of Commerce Management and Maintenance Agreement for Additional Ladder Signs Locations.

BACKGROUND:

The Eagle Mountain Chamber of Commerce currently manages the ladder signs located throughout the City. They are used to provide advertising space for interested businesses, with the proceeds benefiting the efforts of the Chamber. In turn, the City receives a portion of the profits. In 2019, the City Council approved a map designating approved sign locations for the Chamber to utilize as needed. If a different sign location was proposed, it would need to come back to the City Council for approval. There have been several recent requests for an additional sign on the east side of Pony Express Parkway at Lake Mountain Road, and for signs along Eagle Mountain Boulevard.

ITEMS FOR CONSIDERATION:

- There are currently 40 ladder signs approved for use throughout the City, with 20 currently in use.
- The proposed amendment would add five additional signs, all in City-owned right of way.
 - Sign Locations N21-N25 are the five signs being

proposed to be added as approved locations

- The Chamber of Commerce is responsible for monitoring, maintenance, replacement, and moving ladder signs as needed.

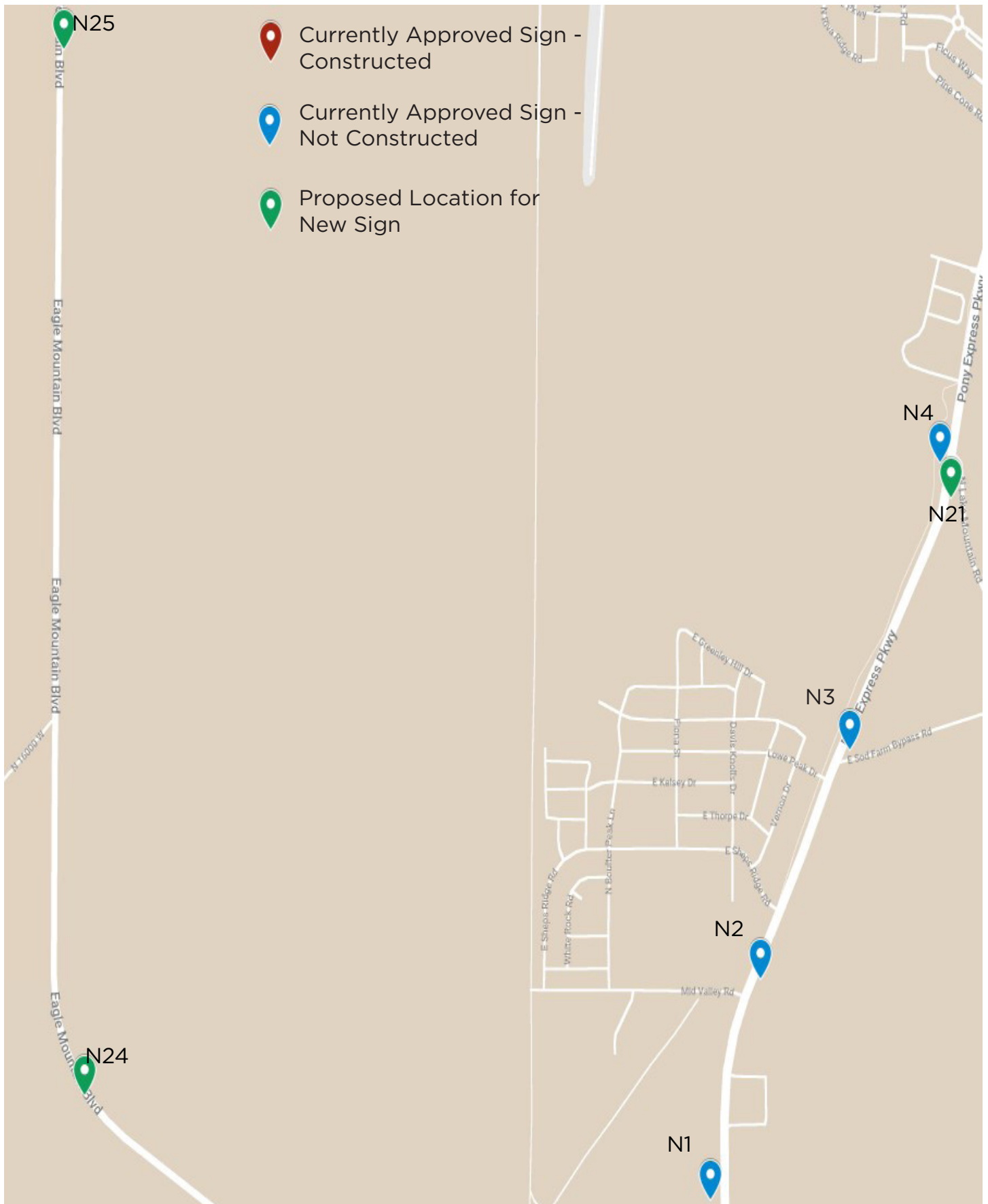
REQUIRED FINDINGS:

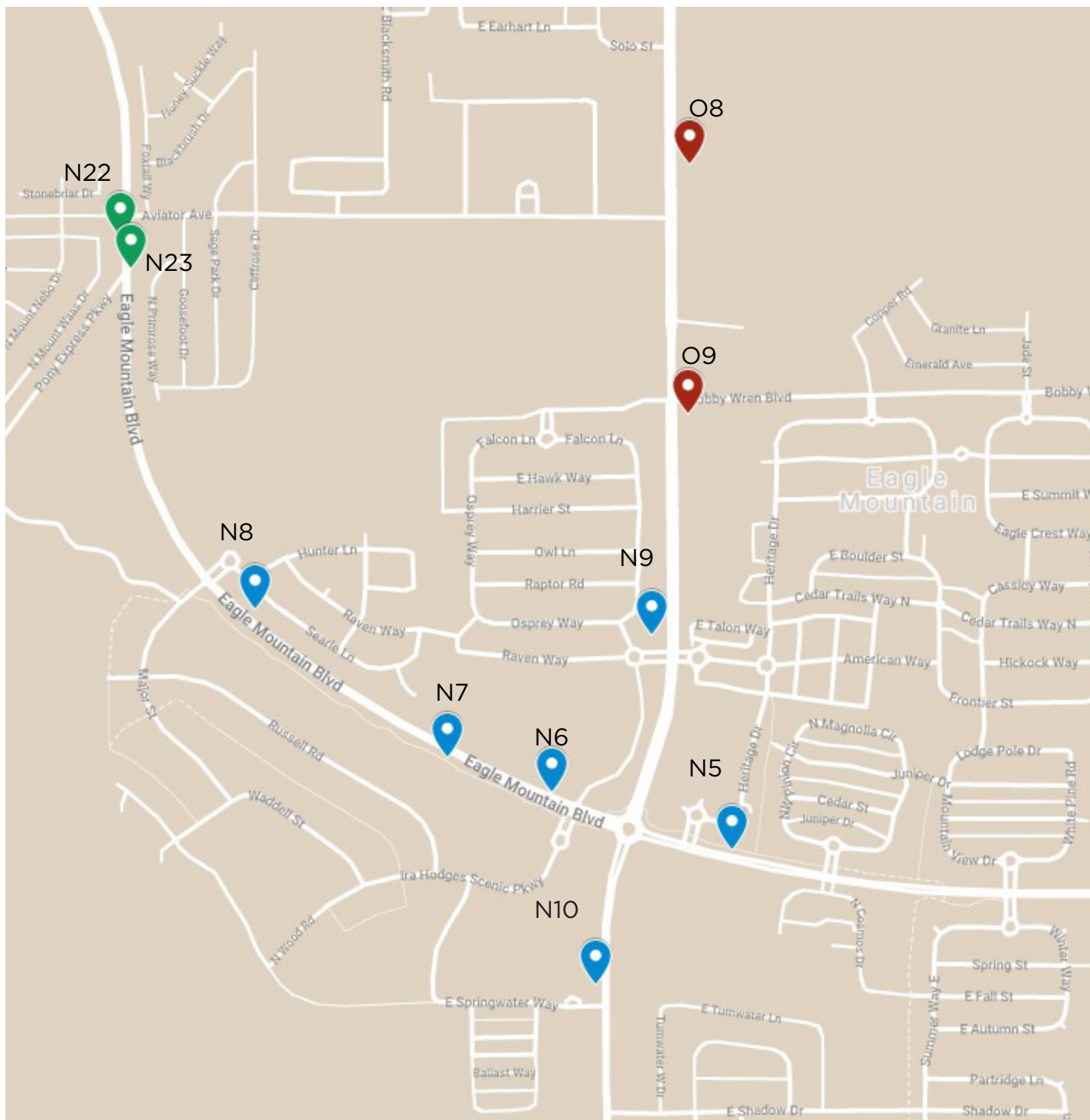
PLANNING COMMISSION ACTION/RECOMMENDATION:

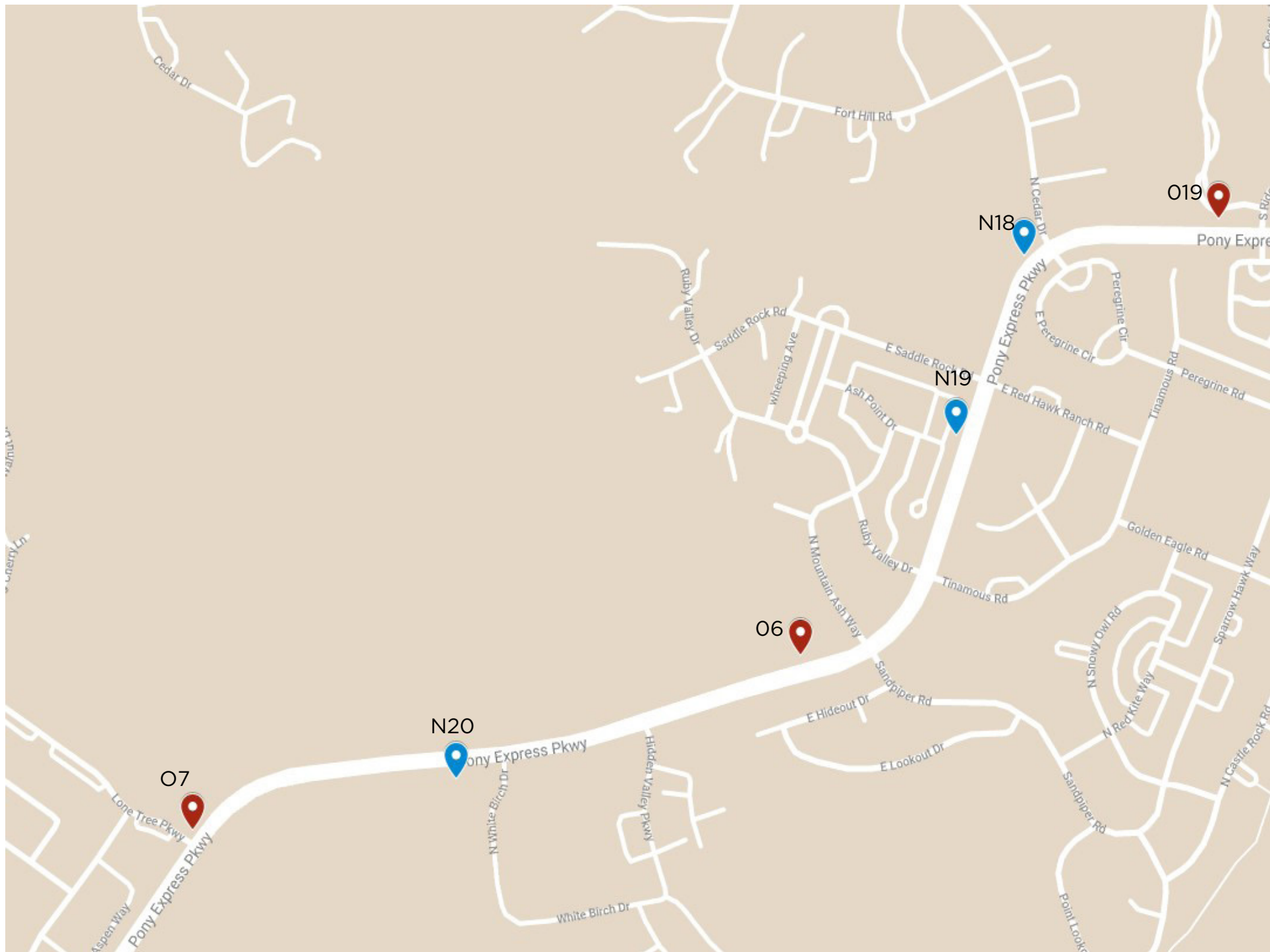
ATTACHMENTS:

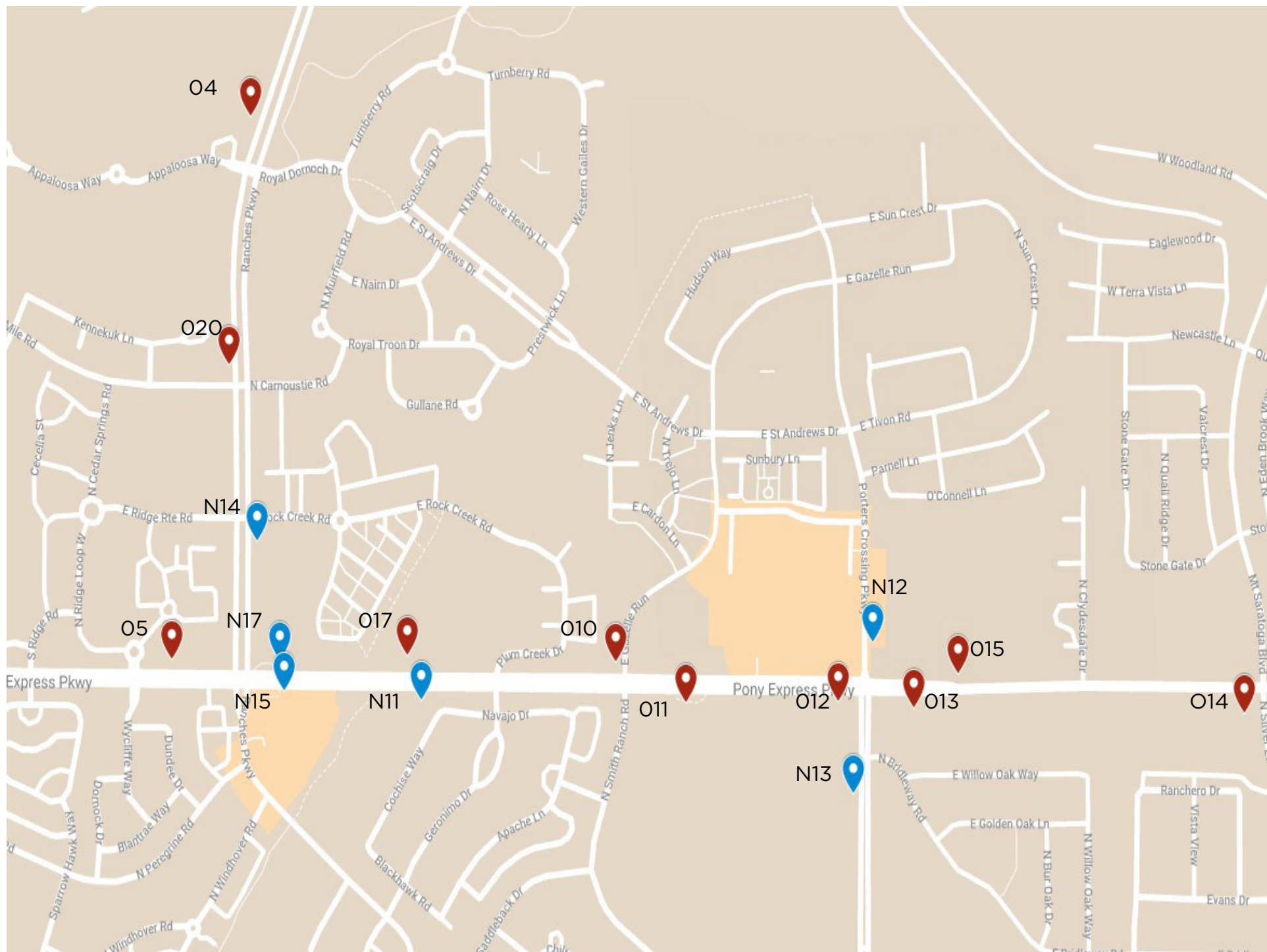
[Proposed Ladder Sign Locations](#)

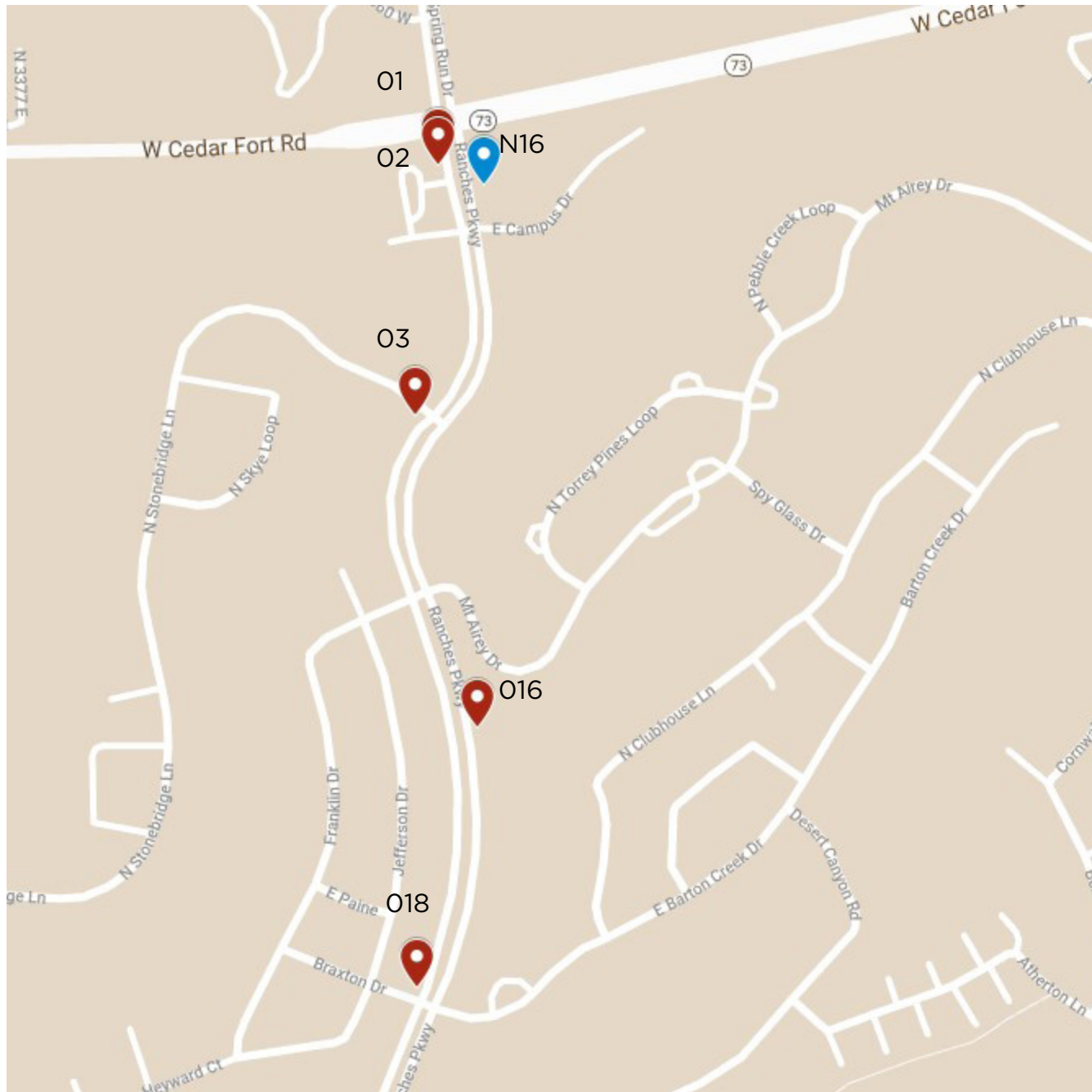
Approved Ladder Sign Locations













**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	AGREEMENT - Approving the First Amendment to the Executech Professional Service Agreement for IT Services.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$107,400 total		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Aaron Sanborn, Admin

PRESENTED BY:

Aaron Sanborn, Economic
Development Director

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the agreement between Eagle Mountain City, Utah and Executech for IT services.

BACKGROUND:

Eagle Mountain City has contracted with Executech for IT services since 2018, with the City paying for 45 hours of service each month. The current contract is for \$61,920 annually, with the City paying for overages above the 45 hours of service. Due to increases in staffing and general IT needs, the City has consistently been paying for overages. In order to prevent this from continuing, Executech presented staff with two potential solutions: increase the service block hours to 80 per month, or transition to a hybrid service model that provides 24/7 help desk support, while continuing 35 onsite hours per month. Staff feels that the hybrid model will provide an increased level of service to staff while allowing Executech to better focus on modernizing our IT infrastructure and better maintain our network and data.

ITEMS FOR CONSIDERATION:

- Hybrid model would allow staff to submit tickets via computer application, email, or phone 24/7
- Continue to have dedicated onsite team member for needs that have to be escalated or resolved on site

- Service desk staff have internal escalation path if issue cannot be resolved, with eventual escalation to dedicate onsite team member
- Service desk has an average resolution time of four hours
- Hybrid model provides access to Sophos Intercept X for email spam at no additional cost (not currently paying for this feature)
- Budget Impact:

Service Model	Contract Cost	Antivirus Software	Total
Current (45 service hour block)	\$61,920	\$10,000	\$71,920
Hybrid Model (Proposed)	\$107,400	Included	\$107,400
Difference Between Two			\$35,480 (increase in budget)

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Current Executech Contract](#)
[Amended Executech Contract](#)

EAGLE MOUNTAIN CITY CONTRACT FOR SERVICES

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following Contractor:

Executech, LLC

Name

1314 W 11400 S, Suite 200

Address

South Jordan, UT 84095

City, State ZIP

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-profit Corporation
☒ For-profit Corporation
☐ Partnership
☐ Government Agency

Contact Name: Chris Gibbons

Phone Number: 877.843.0712

Email: _____

Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT:** IT Services

3. **CONTRACT PERIOD:**

Effective Date: 02.18.2020

Project Completion Deadline (Contractor will complete the Scope of Work on or before): _____

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract: 02.17.2023

Renewal Options (if applicable): None

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: \$61,920 annually--\$5,160/month

b. Is this project a budgeted project: ☒ Yes ☐ No

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

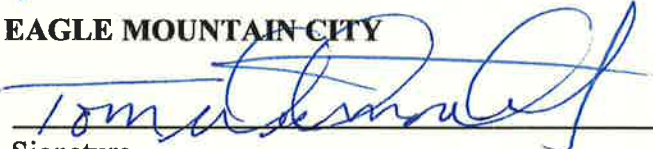
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 19 day of January, 20 20.

EAGLE MOUNTAIN CITY


Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:



APPROVED AS TO FORM


Fionnuala B. Kofoed, MMC
City Recorder

Jeremy R. Cook
City Attorney

Dated this _____ day of _____, 20 ____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Jeremy R. Cook
City Attorney

Dated this 27th day of February, 2020.

CONTRACTOR

Signature

Print Name: DJ Daff

Title: CEO

ATTACHMENT A:

STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) **"Contract"** means the Contract including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
- c) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- d) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- e) **"Proposal"** means Contractor's response to Eagle Mountain's Solicitation.
- f) **"Solicitation"** means the documents used by Eagle Mountain to obtain Contractor's Proposal.
- g) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

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

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eagle Mountain to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, Eagle Mountain access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of Eagle Mountain.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, and save harmless Eagle Mountain from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of Eagle Mountain. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination. Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall Eagle Mountain be liable to the Contractor for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Contractor. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to Eagle Mountain for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract. If a written notice is delivered under this section, Eagle Mountain will reimburse Contractor for the Services properly ordered until the effective date of said

notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request Eagle Mountain's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to Eagle Mountain within thirty (30) days of contract award. Contractor must add Eagle Mountain as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to Eagle Mountain, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain.
If Contractor delivers nonconforming Services, Eagle Mountain may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
21. **INVOICING:** Unless otherwise set forth in the Contract, Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to Eagle Mountain. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by Eagle Mountain will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Contractor. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Contractor. Eagle Mountain will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against Eagle Mountain), to the extent caused by the Contractor's wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** Eagle Mountain reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
29. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information. Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall

indemnify and hold harmless Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable. Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
33. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
34. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
35. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
36. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
37. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
38. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
39. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
40. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
41. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:
SCOPE OF WORK/COST SCHEDULE

III. Scope of Services

a. Initial Assessment

- i) We will perform a thorough on-site assessment of your network first thing to document your network, assess system architecture and current processes, identify any imminent technology needs, determine best solutions for implementation, and provide a report of our findings and recommendations to the City's management team. Systems and services to review include:
 - All network assets inventoried and evaluated for stability and reliability
 - Technology replacement plan defined for budgeting and implementation purposes
 - Network security and policies evaluated as per Red Flags/NIST regulatory compliance
 - External penetration test performed for potential vulnerabilities
 - Anti-virus and Malware protection evaluated and implemented as appropriate
 - Backup systems, policies and procedures evaluated and updated as necessary
 - Disaster recovery plan reviewed, defined, and put into place, including retention of long-term storage and accessibility of critical data
 - Internet connectivity and speeds evaluated with solutions recommended as needed
 - Email evaluated with solutions recommended as needed
 - Phones evaluated with solutions recommended as needed
 - Monitoring of critical systems defined and implemented
 - Processes defined in coordination with the City for how issues and emergencies are addressed
 - Processes and schedules defined for regular maintenance of all systems
 - Identify all 3rd Party vendors and define scope of what they each provide
 - Policies and procedures for users defined and implemented in coordination with the City to provide the service that is necessary and expected

b. Client Service & Support

- i. Executech will provide routine maintenance of the network endpoints including PCs, laptops, PDAs, printers, peripherals, and office automation software. We will configure desktops and laptops for standard applications and usage. With our Tier III technical expertise, we will efficiently diagnose and correct desktop application problems, identify and correct end user hardware problems, and perform advanced troubleshooting in a timely manner.
- ii. Executech will assist City management with inventory control, including all computer and network related hardware and software. We will provide a suggested replacement schedule for budget planning.
- iii. Executech will manage and maintain the City's domain to ensure quick spin-up of new machines, transfer of identities as needed, and seamless remote access to City networks via mobile devices.
- iv. Executech will help the City evaluate and procure software and computer equipment through industry-leading sources. We also build and supply computers, servers, laptops, and all network equipment, offering warranties up to 3 years on parts and 1 year on labor. We also have a software development team when customized programming might be needed.
- v. Executech is highly skilled at producing and maintaining IT Policies, especially important for those organizations held to government compliance standards. We will assist City officials with the development of user policies and procedures as it pertains to software, hardware and internet usage.

- vi. Executech will provide rapid response support for all user requests/tickets. User support is available 24/7/365 and will usually be performed on-site by your assigned technician. He will know your staff personally, providing them the confidence necessary to ask for help when it is needed. Problem resolution time is minimized since we avoid the tiered model of escalation and simply assign you a Tier III technician to handle everything from Help Desk to System Admin to CTO support. The first person you call, your assigned technician, can normally handle all your network needs. It will be our aim to provide support in a way that is efficient and effective for Eagle Mountain City.

c. Server Administration Services

Executech manages thousands of servers for our clients. With this experience, we have learned what works and what does not work. Whether the server is locally run or in the cloud, we know what needs to be done and how to do it.

Executech will provide 24/7/365 monitoring of the servers via our exclusive monitoring product, *Digital Armor*, to ensure hard drive, memory, and CPU health. We will ensure servers are properly secured to UPS battery backups. We will manage and maintain the machines, including:

- i. Manage computer systems and network to include complex application, database, messaging, web and other server associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system.
- ii. Ensure each server is functioning with mirrored hard drives (in the event one crashes), as well as we will regularly capture images of the server and all its configurations, allowing us to restore network function quickly in the event a complete server replacement is required. We will ensure that local and offsite backup is tested and verified on a regular schedule and reported to City management.
- iii. Ensure scheduled preventive maintenance is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance backup plans and procedural documentation.
- iv. Setup new users and edit/remove existing users on server.
- v. Monitor server performance and capacity management services via *Digital Armor* with reporting when specified thresholds are reached.
- vi. Configuration management, including changes, upgrades, patches, and support of the City's specialized software products as it relates to the servers and associated hardware.
- vii. Coordinate with vendors for timely repair and maintenance work on server-related issues as needed.

d. Network Administration Services

Executech will provide 24/7/365 monitoring of the network through *Digital Armor* to ensure maximum uptime, including hardware, internet, website, etc. It will alert us and designated City personnel when issues arise so we can *immediately* begin solving the problem.

Because we manage hundreds of networks, we are accustomed to working with all brands and types of network equipment. Executech's network administration services include:

- i. Maintaining switches, firewalls, routers, and other security devices.
- ii. Coordinating with the City's primary internet service provider to ensure maximum uptime, including a secondary internet provider for redundancy, and promptly respond to outages.

- iii. Installing and maintaining printers, network copiers/scanners, etc.
- iv. Maintaining infrastructure and performing regular analysis, routine configuration changes, and installation of patches and upgrades.
- v. Alerting designated City personnel in the event of failure and including a plan for remediation.
- vi. Complete proactive monitoring of all network equipment, including bandwidth utilization and other performance indicators, with reporting when specified thresholds are reached.
- vii. Troubleshoot network for performance and capacity management.
- viii. Maintain network documentation and ensure policies/procedures are current and consistent with government compliance regulations.

e. Security Protection

Network security is of critical importance due to the ever-increasing number of technology breaches that occur daily, costing organizations substantial amounts of money in damage and repair, including regulatory fines. No other IT provider in the region has as much experience in network security and compliance protocol as Executech. Because we work with hundreds of organizations, including many municipalities, we are well-versed in compliance protocols and implementation, including Red Flags, NIST, PCI, HIPAA, SAS 70, SOC 1, SOC 2, SSAE 16, ITAR, etc. We know security!

Network protection is best achieved through layers of security, including firewall and antivirus solutions with intrusion prevention technology, password policies, spam filters for e-mail, etc. Executech's security services include:

- i. Managing virus protection on each endpoint, including servers, desktops and laptops, to ensure that the overall network is secure.
- ii. Working with City management to perform network security audits in conjunction with Red Flags/NIST regulations and ensure compliance. We will notify City personnel immediately of suspected security breaches.
- iii. In accordance with designated City personnel, utilizing Active Directory policies for individual user access and permissions, enabling remote access in a secure environment.
- iv. Performing regular "white hat" penetration tests of the network to identify vulnerabilities, minimize risk, and help protect the City against the most current hacking trends. Pen testing provides specific, accurate, and actionable analysis of the City's security health.

f. Strategic Planning

Executech will work closely with City management in a CTO (Chief Technical Officer) capacity to:

- i. Engineer, plan, and design IT infrastructure and services to expedite processes and streamline workflow by smart-proofing the network for advancing technologies (i.e. server upgrades, storage system upgrades, redesign of backup systems, etc).
- ii. Provide technical leadership for all IT issues by attending staff meetings as directed and holding monthly/quarterly IT reviews.
- iii. Strategize with management on a 1-3-5 year plan for future purchasing and technology needs.
- iv. Deploy all new hardware and software with successful data transfer. When it's time to deploy a new server, we will work with you to understand the impact of the installation on the network and users. In the planning stage of this deployment, we will work to schedule installations at the time with the least possible impact (typically in evenings or on weekends).
- v. Perform strategic planning, designing, and installation of core network systems to modernize

and improve City IT infrastructure and processes while maintaining cost efficiency (i.e. major network upgrades, provider changes, IP configuration redesign, installation of core devices).

g. Extra Services Provided

- **Emergency Support Options**

Executech monitors systems in real-time. This means that when notifications and alerts occur, you can be confident that Executech is ready to get to work. Executech has a commitment to excellence in all that we do, however, when things go wrong, we understand that nothing matters more than getting things working again. Executech will provide guaranteed same-day response for non-critical issues and 2-hours or less response time for emergency issues such as network outages, email issues and other critical business interrupting failures.

Executech will meet all support priority level timelines as identified upon receipt.

1. Urgent priority issues will be responded to within 2 hours or less
2. High priority issues will be responded to within 4 hours
3. Medium priority issues will be responded to within 8 working hours
4. Low priority issues will be responded to as quickly as possible

- **Vendor Management**

At the City's discretion, Executech will handle all IT vendor relations for Eagle Mountain City so management can focus on the most important things. We will provide services for due-diligence and provide management with the necessary information to make informed decisions for the organization. We will assist management with new vendor acquisition services by conducting market research, as well as identifying and assessing requirements and qualifications that support the decision-making process. We will evaluate new contracts, re-negotiate contracts, and termination of contracts. We will provide service level agreement management with all applicable vendors.

- **Training**

Executech is more than a managed services provider of technology. We are a people and productivity company. We will provide company training as desired by City management. Whether geared towards the executive team or end users, we offer training to help people maximize the tools they have and be as productive as possible while on the job.

- **Website**

Executech can provide website maintenance and support. We have an 8-person team of website developers, programmers and coders to provide content support as needed, both external and internal facing. We also provide web hosting services. Website projects can be handled on an hourly basis and will be done according to the requirements of Eagle Mountain City.

IV. Presentation

We look forward to the opportunity of meeting with the Selection Review Committee on July 17th or 18th to present how we will accomplish the tasks outlined in this RFP response.

V. Cost Proposal

As per RFP instructions, please refer to our separate cost proposal provided in the sealed envelope.

Eagle Mountain City IT Services Updated hours 2.11.2020



IT Services with a Personal Touch

Executech is the West's premier outsource IT provider, a Best of State Winner, an Inc. 5000 winner, and has been named to "Top Workplaces" three years in a row. We have over 100 full-time technicians. Because of this, you will have all the benefits of a large IT department without paying the cost of an entire team. Over 800 companies trust us to run their networks because we are the best at what we do.

Don't believe we are this good? Read about us: ★★★★★

Client Testimonials: <https://www.executech.com/testimonials/>

Our Mission: <https://executech.wistia.com/medias/vdrt10opyl>

IT Services Agreement - 10.5 Hours per Week

Executech will take care of all of your needs through our scheduled visits, as needed support, and remote support. Billing for any support needs will be handled as follows: All on site visits will be billed a minimum of one hour. After the initial hour, billing occurs in 15 minute increments. Remote or phone support is billed in 15 minute increments. The agreement allows for a total of 45 hours per month, billed at \$108 per hour. Logs will be assessed monthly and any time beyond this will be billed at \$120 per hour. Any unused hours will be rolled over as per Exeutech's hour roll over policy. See terms and conditions below.

4,860.00
per month

ConnectWise Automate

Executech uses this tool to create an environment that is easy to maintain.

Provides system management of computers and servers, ticketing system, and in-depth reporting. Monitors updates, backup, and antivirus. Performs automatic updates, patch management, inventory management, and network health reporting. Allows control over what software is allowed on the network. Automates system management and repairs. Enables remote access, allowing our team to work without disrupting employees. Licensed per node per month.

3.00
x 100
300.00
per month



Total **\$5,160.00**
per month

FROM
Client Success
Executech
1314 W 11400 S, Ste 200
South Jordan, UT 84095
www.executech.com
PHONE
800.400.7554

FOR
Eagle Mountain City, UT
TO
Aaron Sanborn

EMAIL
asanborn@emcity.org

ADDRESS
1650 E Stagecoach Run
Eagle Mountain
UT 84005

PHONE
801-789-6621

QUOTE NUMBER
1003534

DATE
February 11, 2020

VALID UNTIL
August 9, 2020 at 7:32am

No Financial Contracts Required!

We do not require financial commitment contracts of our clients. However, we require a simple agreement not to solicit our employee to work for you. You can view our sample client agreement here: <https://www.executech.com/agreement>



Executech Managed IT Services



IT Services with a Personal Touch

Executech is the West's premier outsource IT provider, a Best of State Winner, an Inc. 5000 winner, and has been named to "Top Workplaces" three years in a row. We have over 100 full-time technicians. Because of this, you will have all the benefits of a large IT department without paying the cost of an entire team. Over 800 companies trust us to run their networks because we are the best at what we do.

Don't believe we are this good? Read about us: ★★★★★

Client Testimonials: <https://www.executech.com/testimonials/>

Our Mission: <https://executech.wistia.com/medias/vdrt10opyl>

Managed IT Services - Monthly Agreement

Includes:

Unlimited Service Desk Support (24/7/365)

Up to [35] Hours per month of Senior Engineering or On-Site Support

Includes anti-virus, spam filtering, ransomware protection, periodic QA reviews, and remote monitoring management (RMM) tool. RMM creates an environment that is easy to maintain. RMM provides system management of computers and servers, ticketing system, and in-depth reporting.

Monitors updates, backup, and antivirus. Performs automatic updates, patch management, inventory management, and network health reporting. Allows control over what software is allowed on the network. Automates system management and repairs. Enables remote access, allowing our team to work without disrupting employees.

Sr. Engineering includes: escalated support tickets, server troubleshooting, server-side/O365 reconfigurations of account or software settings, etc. Unused Sr. Engineering hours do not rollover from month to month. Any hours that exceed the monthly amount will be billed at \$130/hr.

Projects, hardware, email, backup, and other products and services to be charged separately.

Agreement covers up to [120] users, [120] workstations, and [4] servers. Each additional workstation or server will increase monthly fee by \$50/month.

8,950.00
per month

Subtotal
Total including tax

8,950.00
\$8,950.00
per month

No Financial Contracts Required!

We do not require financial commitment contracts of our clients. However, we require a simple agreement not to solicit our employee to work for you. Upon accepting this proposal, you will receive a Non-Solicitation Agreement.

FROM
Client Success
Executech

www.executech.com

PHONE
800.400.7554

FOR
Eagle Mountain City, UT

TO
Aaron Sanborn

EMAIL
asanborn@emcity.org

ADDRESS
1650 E Stagecoach Run
Eagle Mountain
UT 84005

PHONE
801-789-6621

QUOTE NUMBER
1004354

DATE
September 14, 2021

VALID UNTIL
October 29, 2021 at 12:37PM

Managed IT Services Terms and Conditions

Please terms and conditions here: <https://www.executech.com/managed-it-services-terms>

Prices are good for 30 days from the date of the quotation. Labor is not included in hardware estimates unless stated. State and local sales tax will be added as required.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	AGREEMENT - Approving a Memorandum of Understanding with the Utah Department of Workforce Services for Access and Use of the Water Assistance Vendor Portal System.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

Eagle Mountain City has been working with the Department of Workforce Services over the past couple of months regarding the Water Assistance Program that was created with funding from the American Rescue Plan Act of 2021. The Department of Workforce Services is the state pass-through agency for this funding and will be administered through the Housing and Community Development Division - State Community Services Office.

This Memorandum of Understanding will allow residents of Eagle Mountain City to apply for assistance to pay their utility bills. Additional details regarding the program can also be found on the Water Assistance FAQ document.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[DWS Water Provider Agreement](#)

[Water Assistance Program FAQs](#)



MEMORANDUM OF UNDERSTANDING
FOR DWS SYSTEM ACCESS
BETWEEN THE
UTAH DEPARTMENT OF WORKFORCE SERVICES
AND
EAGLE MOUNTAIN CITY

This Agreement is entered into between Utah Department of Workforce Services, hereinafter referred to as the Department or DWS, and the organization listed below, hereinafter referred to as Water Provider, collectively referenced as PARTIES:

Organization

Address

City

State

Zip

Now therefore, the PARTIES agree as follows:

I. Purpose

DWS and the Water Provider enter into this Agreement to govern access and use of the Water Assistance Vendor Portal (System) for the purpose of DWS providing water assistance benefits directly to the Water Provider for eligible low-income households.

II. Period of Performance

This Agreement is effective October 1, 2021 through September 30, 2023 unless terminated sooner in accordance with the terms and conditions herein.

III. Information Sharing

The Water Provider shall utilize the Water Assistance Vendor Portal to verify water benefits paid by DWS directly to the Water Provider for water assistance to eligible households.

- A. The Water Provider will be given System access to conduct a Benefit Issuance search for water assistance clients by check number or date range.
- B. The System search results will provide residential and account information for the water assistance benefits the client has received.
- C. The Water Provider will have access to the specific data elements listed below for the sole purpose of processing water assistance checks:
 - 1. Reports tab specific to Assigned Vendor Number
 - 2. Home tab to upload Annual Usage Reports for water assistance eligible households

IV. Water Provider Requirements

- A. The Water Provider will provide DWS with a Customer Usage Data Report annually by the requested deadline.

B. The Water Provider will comply with *Attachment B - Water Type Agreement* and *Attachment C - Water Assistance Program Policy Manual* as incorporated by reference.

V. Termination

DWS may terminate this Agreement without prior notice if deemed necessary because of a requirement of law or policy, upon determination by DWS that there has been a breach of system integrity or security by the Water Provider, or a failure of the Water Provider to comply with the terms of this Agreement, established procedures, or legal requirements. This Agreement may be terminated, by either party, without cause, in writing, with the mutual consent of the PARTIES.

VI. Renegotiation or Modification

This Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by the PARTIES hereto, and attached to the original signed copy of the Agreement.

VII. Attachments

The Water Provider agrees to comply with the terms of the following attachment(s).

Attachment A: Department of Workforce Services Non-Disclosure Agreement

Attachment B: Water Type Agreement

Attachment C: Water Assistance Program [Policy Manual](#)

VIII. Legal Authority

DWS will enter into Agreements concerning the exchange of private information with federal, state, and local agencies as required or permitted under provisions of the Utah Governmental Records Access and Management Act, the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to another governmental entity, a political subdivision, a government-managed corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."

B. Utah Administrative Code R986-100-110(4)(b), (c), (g).

C. The Privacy Act of 1974, (5 U.S.C. § 552a, as amended); the Social Security Administration Privacy Act Regulations (20 C.F.R. § 401.150, as amended); and the Social Security Act's disclosure of information in possession of any Water Provider provisions (42 U.S.C. 1306, as amended).

IX. Disclosure and Confidentiality Requirements

- A. All Water Providers shall send the name(s) and contact information for authorized employees who access the portal to DWS by email. Changes to the authorized user(s) shall be submitted to DWS by email.
- B. Water Provider shall immediately notify the DWS Data Security Specialist (see "Contacts," below) when previously authorized employees are no longer authorized access to the system. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Water Provider and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Water Provider's employees must sign the Department of Workforce Services Non-Disclosure Agreement (see Attachment A).
- C. Water Provider's employees shall only query information for individuals who are applying for or participating in Water Provider's programmed services.
- D. The Water Provider shall have sufficient safeguards in place to ensure the personal information obtained from DWS Clients is used only for the purpose disclosed. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or any other means.
- E. The information shall not be stored on any server accessible from the Internet or by unauthorized Water Provider personnel.
- F. At the request of DWS, the Water Provider shall identify all personnel, by position, authorized to request and receive information.
- G. Water Provider shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized disclosure. Section 35A-4-312(7) of the Utah Employment Security Act provides penalties for unauthorized disclosure in the form of a fine, imprisonment or both.

Section 63G-2-801(a) of the Government Records Access and Management Act provides that "A public employee or other person who has lawful access to any private, controlled, or protected record under this chapter, and who intentionally discloses, provides a copy of, or improperly uses a private, controlled, or protected record knowing that the disclosure or use is prohibited under this chapter, is, except as provided in Subsection 53-5-708(1)(c), is guilty of a Class B misdemeanor."

Furthermore, Subsection (2) (a) of Section 63G-2-801 provides penalties against any person who by false pretenses, bribery, or theft gains access to or obtains a copy of any private, controlled or protected record to which he is not legally entitled, and classifies such acts as Class B misdemeanors.
- H. The Water Provider shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.
- I. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63G-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.
- J. Water Provider employees are not allowed to access their own information or the information of family members or close acquaintances.

X. Background Review

The Water Provider shall ensure that it has thoroughly investigated the employees who are given access to the system. The Water Provider will not grant access to employees whose background suggests they will be unable to meet the data security requirements of this Agreement. Specifically, employees whose background checks reveal fraud, identity theft, or substance abuse shall not be allowed to access this data. DUI convictions for all substances other than alcohol shall disqualify an employee from access.

XI. Data Security

- A. DWS reserves the right to implement a multi factor authentication process for access to the water assistance Vendor Portal during the term of this contract. DWS will coordinate with the vendor to set up multi factor tokens when appropriate.
- B. The Water Provider shall control access based on need to know. Water Provider shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
- C. DWS will maintain a query log containing the user identification, the date/time of each query. The query log may be used to monitor Water Provider compliance with the terms of this Agreement.
- D. Water Provider shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that unauthorized access is avoided. The Water Provider shall secure information in a manner to protect confidential files.
- E. DWS and Water Provider agree to train users accessing, disclosing, or receiving information under this Agreement, including Water Providers and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or disclosure.
- F. The Water Provider shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other security incident that may impact DWS systems or data within 24 hours of the occurrence. It is within DWS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- G. The Water Provider shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Water Provider shall: (a) cooperate with DWS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DWS. The Water Provider is responsible for all notification and remedial costs and damages.

H. The Water Provider shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the Water Provider. All workstation updates must be installed within 72 hours of the patch/software/service pack release dates. All server patches/software updates/service packs must be installed within two weeks of release date or within a reasonable time frame, based on professional information technology industry standards and best practices:

1. Water Provider will have whole disk encryption on laptops and devices that are used to access the system.
2. Install the most recent OS service pack.
3. Install the most recent OS security updates.
4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
5. Install, run and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.
6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
8. Install and maintain adequate boundary defense. Run and maintain a host-based firewall on all devices.
9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
 - a) enterprise management tools (vs. tools for home use)
 - b) network vulnerability scanning tools
 - c) deactivation of unauthorized ports
 - d) disabling peer-to-peer network capability
11. Maintain controlled use of administrative privileges.
12. Continually assess vulnerability and remediate.
13. Limit and control network ports, protocols, and services.
14. Prevent data loss through the use of appropriate measures, including but not limited to: encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.

XII. Client Informed Consent

The Water Provider may only request/query information for individuals who are applying for or participating in the Water Provider's program. DWS shall include language in the Water Assistance Application expressly informing the applicant that DWS will share information with Water Provider concerning the applicant's participation in the identified programs for the purpose of determining eligibility and that by proceeding with the application, the applicant consents to such disclosure and authorizes DWS to share the information with Water Provider.

XIII. Monitoring

The Water Provider shall permit DWS the right of compliance reviews that consist of reviewing third-party access and non-disclosure forms for all employees with access to the portal, and if applicable, onsite inspections to ensure that the requirements of this Agreement are being met. The Water Provider will maintain a process sufficient to allow an audit of its compliance.

XIV. Imposition of Fees

The Water Provider will not impose any fees upon clients for services provided under this Agreement except as authorized by DWS.

XV. Equal Opportunity and Non-Discrimination

The Water Provider shall comply with Section 188 of the Workforce Innovation and Opportunity Act, and Title VI of the Civil Rights Act, to the extent they apply to the subject matter of this contract.

XVI. Indemnity

IF THE WATER PROVIDER IS A GOVERNMENTAL AGENCY: Both PARTIES to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both PARTIES of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third PARTIES, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these PARTIES.

IF THE WATER PROVIDER IS A NON-GOVERNMENTAL ENTITY: The Water Provider agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Water Provider's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

XVII. Contract Jurisdiction, Choice of Law and Venue

The provisions of this Agreement shall be governed by the laws of the State of Utah. The PARTIES will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

XVIII. Separability Clause

A declaration by any court, or any other binding legal source, that any provision of this Agreement is unenforceable shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

XIX. Additional Requirements

Provisions incorporated into this Agreement by reference but not attached hereto include all other governmental laws, rules, regulations, or actions applicable to services provided herein.

Contact Information

Department of Workforce Services	Water Provider
Name: Lori Page	Name:
Position: Water Assistance Vendor Specialist	Position:
Phone: 801-526-9924	Phone:
Email: loripage@utah.gov	Email:

This Agreement and all documents incorporated by reference constitute the entire Agreement between the PARTIES and supersede all prior negotiations, representations, or Agreements, either written or oral between the PARTIES relating to the subject matter of this Agreement.

Signatures and Acknowledgement

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

APPROVED FOR Water Provider:

_____ Signature	_____ Date
--------------------	---------------

Print Name /Title

APPROVED FOR DWS:

_____ Casey Cameron, Executive Director	_____ Date
--	---------------

ATTACHMENT A

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature

Date

Print Name



ATTACHMENT B: WATER TYPE AGREEMENT

I. Water Type(s) provided (please check all that apply):

- ☐ Drinking Water
- ☐ Wastewater
- ☐ Stormwater
- ☐ Ground-water

PURPOSE OF ATTACHMENT:

On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills. Eligible households are defined as those meeting the criteria set forth in the Water Assistance Policy Manual (incorporated by reference as *Attachment D*), issued by the Utah DWS Department of Workforce Services, Water Assistance Program. This contract incorporates the requirements that must be met by WATER PROVIDERS as payments are made directly by DWS to WATER PROVIDERS.

SCOPE:

A. DWS will make payments directly to a WATER PROVIDER provided that:

1. WATER PROVIDER charges the household in WATER PROVIDER'S normal billing process.
2. WATER PROVIDER bills the household no more than the cost of the water/wastewater minus the cost of the payments received or expected from DWS.
3. WATER PROVIDER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of service, sale, credit, delivery, or price, including service charges, reconnection charges and payment plan arrangements due to their participation in the water assistance program.

4. WATER PROVIDER agrees not to discontinue water service for at least 30 days after receiving verification of payment from DWS. Examples of valid water payment verifications will be available upon request from DWS.
 5. WATER PROVIDER agrees to waive any security deposit billed to households approved for the Water Program. This does not apply to service initiation fees routinely charged by a WATER PROVIDER to both renters and owners alike as a condition of service.
 6. WATER PROVIDER agrees to reconnect the client within 24 hours upon receiving verbal or written commitment of payment from DWS.
 7. If a WATER PROVIDER is a utility regulated by the Public Service Commission of Utah, a WATER PROVIDER will supply Water accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.
 8. A WATER PROVIDER will ensure that payment by DWS is credited toward the household's water and wastewater costs.
 9. If the water assistance benefit was paid in error or if fraud is determined, upon request, the WATER PROVIDER agrees to return the Water Assistance Benefit to DWS.
- B. DWS will include a list of eligible households and amounts paid on behalf of households with each warrant paid to a WATER PROVIDER. Those providers accessing the portal will use the portal to help determine to which accounts the funds from the warrant should be applied

C. CREDIT BALANCES

1. If a household discontinues service with a WATER PROVIDER, the WATER PROVIDER must return any water benefit credit remaining on the account to DWS with the Return Funds to State Form.
 - a. If the household opens a new water utility account for a Utah address, the WATER PROVIDER may transfer the remaining credit

balance directly to the new WATER PROVIDER without notifying DWS.

- b. a WATER PROVIDER may not return credit balances directly to the client.

D. In the event a WATER PROVIDER erroneously returns funds to DWS, DWS shall remit such funds to the WATER PROVIDER within 30 days after a determination that such return was in error.

E. RELEASE OF INFORMATION:

1. The WATER PROVIDER named above is a Retail Water Provider who represents and warrants that it is authorized to receive payment from DWS on behalf of a customer determined by DWS under the Water Assistance Guidelines to be an eligible Water Assistance applicant. A WATER PROVIDER will, with reference to an eligible Water Assistance applicant:

- a. Upon verbal or written request from DWS, provide at no cost to DWS the eligible Water Assistance applicant's billing and usage history for the previous twelve (12) months. A WATER PROVIDER will transmit such billing history via electronic mail or facsimile by requested date each year.
- b. WATER PROVIDER agrees to provide relevant account information including account balance, utility number, and a copy of recent utility bills when requested by DWS.

Water Assistance Program - FAQs

1. What is the Water Assistance Program?

On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills.

The Department of Workforce Services is the state pass-through agency for this funding and it will be administered through the Housing and Community Development Division - State Community Services Office.

2. When will the program start?

The program is being aligned with the HEAT program seasons and will be open for applications starting October 1st. The month of October is designated for outreach and target groups. This means that in October we will only be processing applications for households with at least one member that is 60+, disabled, or under 6 years old. This aligns with HEAT Program application procedures.

3. When will the program be open to the general public?

November 1, 2021

4. What can the program pay for?

The program can pay for four types of water fees/bills -

- Drinking water
- Wastewater
- Storm water
- Ground water

The program will also pay for other fees or arrearages if it is required to restore water services or prevent water shut-off for the household.

5. Is this an on-going program?

No, this is a time-limited program that will end September 30, 2023. A household may only receive benefit assistance from the program once in a program season (October-September).

6. How can I apply for this program?

We are aligning processes with the HEAT Program. The current HEAT application will be updated to include water. If a household is found eligible for HEAT, they may be categorically

eligible for Water Assistance as well. A customer can apply the same way they apply for HEAT - a mailed in paper application, walk-in to a local HEAT office (if they are taking walk-ins), online application through MyCase login, or over the telephone. Customers will be encouraged to apply for both programs at the same time.

The HEAT agencies will also determine eligibility for the Water Assistance Program.

HEAT Agencies:

- Bear River Association of Governments
- Futures Through Training
- Utah Community Action
- Mountainland Association of Governments
- Southeastern Association of Local Governments
- Six County Association of Governments
- Uintah Basin Association of Governments
- Five County Association of Governments

7. What are the eligibility requirements?

The income eligibility requirements are the same as the HEAT Program. These are some other basic eligibility requirements:

- 150% FPL
- U.S. Citizen or LPR
- Utah resident
- Responsible for their own water bill/costs

8. What is the maximum benefit a household can receive?

There are three priority groups with this program -

1. Households whose water has been disconnected/shut off
2. Households with a shut off notice and are in danger of water disconnection
3. Households that do not meet the first two groups, but need assistance with a current bill

The first six months of the program will only be open to households that meet the first two priority groups. Arrearages and fees will be paid for in the exact amount in order to get water service restored or a shut-off threat removed. The goal of the program is to restore water service and prevent water shut-offs.

Within the first six months, the program will re-evaluate the affordability of serving the third priority group. If the third priority group is served, the maximum benefit a household can receive is \$360. This will be based on a benefit matrix that calculates the benefit based on income level, water burden, and target group credit.

8. How are benefits paid out?

Benefits can only be paid directly to a water company. Unlike in the HEAT Program, there are no circumstances where a benefit can be paid to a customer. In order for a water company to get paid the benefit on behalf of the customer, we must have a water provider (vendor) agreement on file and they must be known to the state FINET system.

9. What outreach efforts will be made to get the word out about the program?

We plan on conducting a social media campaign to advertise the program. We have held two stakeholder meetings with water providers in the state. Fliers and rack cards will be sent to water providers to include in their mailings. The program will be added to 211 as a resource. Fliers/rack cards will be shared with other DWS divisions to advertise to customers.



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

Monday, September 20, 2021

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

SUBJECT: Eagle Point phase "G" plat 1 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

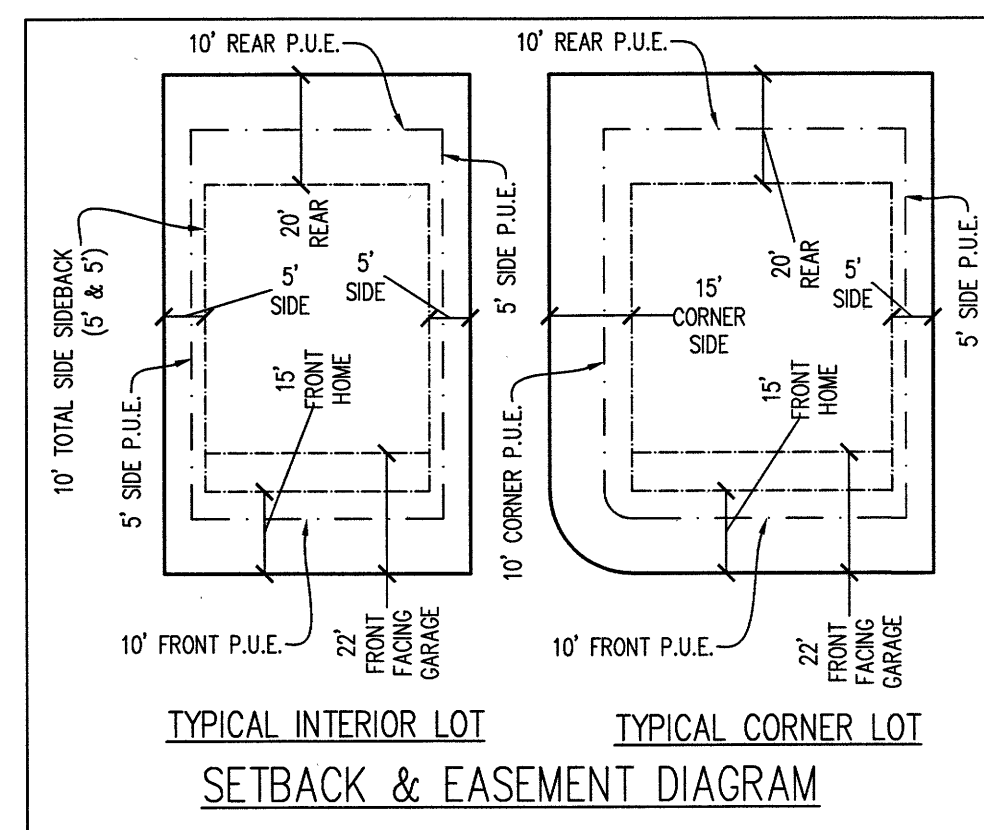
Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

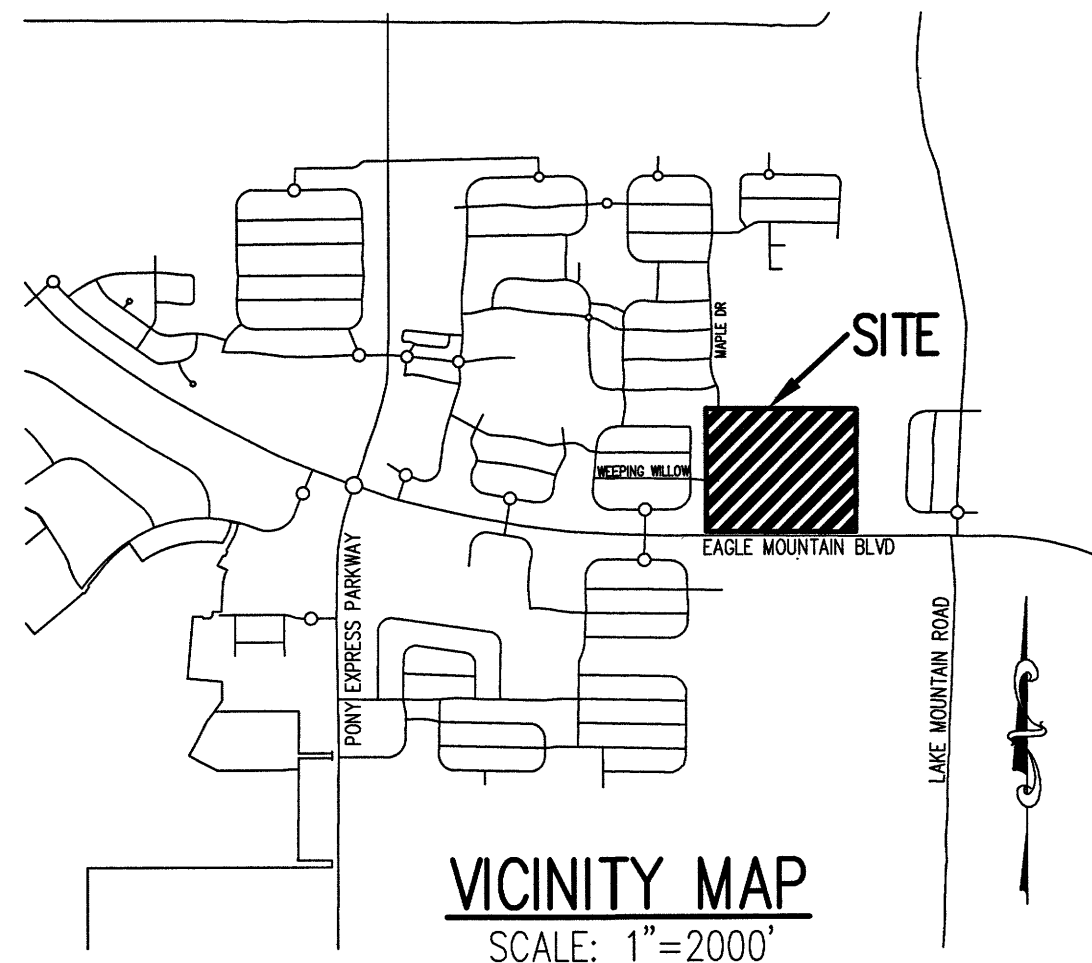
EAGLE POINT PHASE G, PLAT 1

PLAT NOTES:

- ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE CITY.
- SETBACKS: FRONT=15'
DRIVEWAY=22'
REAR=20'
CORNER=15'
SIDE=10' TOTAL (MIN. OF 5')
- ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.
- EAGLE MOUNTAIN AGREES TO THE ALLOWANCE OF 5' + 5' SIDE SETBACKS IN THE ENTIRE PHASE G AS WAS PREVIOUSLY RECORDED IN PLAT G.
- EAGLE MOUNTAIN AGREES TO THE USE OF 50' ROADWAY WIDTHS AS PREVIOUSLY RECORDED IN PLAT G.
- EAGLE MOUNTAIN AGREES TO BE SIGNATORY TO THE EAGLE PARK PHASE G PLAT FOR PROPER DEDICATIONS AND VACATIONS.
- ALL PUBLIC USE OPEN SPACE AND PARK AREA IS A PUBLIC UTILITY EASEMENT.



PLAT TABULATIONS	
TOTAL ACREAGE:	41.20 ACRES
BUILDABLE ACREAGE:	36.85 ACRES
PARCELS ACREAGE:	23.85 ACRES
RESULTING PLAT 1 AREA:	17.35 ACRES
TOTAL ACREAGE IN LOTS:	6.00 ACRES
RIGHT-OF-WAY AREA*:	2.73 ACRES
TOTAL OPEN SPACE*:	8.73 ACRES
TOTAL IMPROVED OPEN SPACE*:	4.38 ACRES
AVERAGE LOT SIZE:	7,061 SF/0.16 ACRES
LARGEST LOT SIZE:	10,508 SF/0.24 ACRES
SMALLEST LOT SIZE:	5,591 SF/0.13 ACRES
OVERALL DENSITY:	2.13 LOTS/ACRE
TOTAL # OF LOTS:	37 LOTS
*—ISLAND INCLUDED IN BOTH R.O.W. & OPEN SPACE CALCS	



FIRE NOTE:

FOUR (4) FIRE HYDRANTS MEET IFC REQUIREMENTS.
NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS
ARE IN PLACE.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	20.00	31.30	89°39'49"	28.20	N 44°49'55" W
C2	20.00	31.53	90°20'11"	28.37	N 45°10'6" E
C3	61.85	97.07	89°55'35"	87.41	N 44°57'47" E
C4	61.85	97.06	89°54'44"	87.40	N 44°57'22" E
C5	61.85	0.02	0°0'51"	0.02	N 89°55'9" E
C6	61.85	97.23	90°4'25"	87.53	N 45°2'13" W
C7	225.00	32.62	8°18'26"	32.59	N 85°55'11" W
C8	225.00	20.37	5°11'18"	20.37	N 79°10'19" W
C9	225.00	60.23	15°20'15"	60.05	N 68°54'32" W
C10	225.00	2.50	0°38'8"	2.50	N 60°55'21" W
C11	225.00	115.72	29°28'7"	114.45	N 75°20'20" W
C12	20.00	15.97	45°44'11"	15.54	N 83°28'22" W
C13	55.00	29.97	31°13'4"	29.60	S 89°16'4" W
C14	55.00	10.01	10°25'55"	10.00	N 69°54'27" W
C15	55.00	35.62	37°6'10"	35.00	N 46°8'24" W
C16	55.00	42.12	43°52'36"	41.10	N 5°39'1" W
C17	55.00	117.72	122°37'45"	96.50	N 45°1'36" W
C18	200.00	314.49	90°5'39"	283.08	N 45°1'36" W
C19	175.00	275.18	90°5'41"	247.69	N 45°1'36" W
C20	175.00	43.94	14°23'9"	43.82	N 82°52'52" W
C21	175.00	131.43	43°1'48"	128.36	N 54°10'23" W
C22	175.00	99.81	32°40'43"	98.46	N 16°19'7" W
C23	20.00	15.97	45°44'11"	15.54	N 6°34'49" W
C24	20.00	6.28	17°58'54"	6.25	N 7°17'50" E
C25	20.00	9.69	27°45'18"	9.59	N 15°34'16" W
C26	225.00	50.90	12°57'43"	50.79	N 22°58'3" W
C27	225.00	64.82	16°30'25"	64.60	N 81°3'58" W
C28	225.00	115.72	29°28'8"	114.45	N 14°42'50" W
C29	20.00	28.39	81°19'16"	26.06	N 40°38'24" W
C30	275.00	41.65	8°40'43"	41.61	N 85°38'23" W
C31	300.00	45.44	8°40'43"	45.40	N 85°38'23" W
C32	325.00	49.23	8°40'43"	49.18	N 85°38'23" W
C33	20.00	34.45	98°40'44"	30.34	N 49°21'36" E
C34	20.00	29.28	83°52'35"	26.73	S 41°55'4" E
C35	20.00	33.55	96°7'25"	29.75	S 48°4'57" W
C36	325.00	2.45	0°25'54"	2.45	N 84°4'18" W
C37	325.00	32.22	5°40'49"	32.21	S 87°7'40" E
C38	325.00	34.67	6°8'43"	34.65	S 86°54'42" E
C39	300.00	32.00	6°8'43"	31.99	S 86°54'42" E
C40	275.00	29.34	6°8'43"	29.32	S 86°54'43" E
C41	275.00	0.94	0°11'48"	0.94	N 83°57'15" W
C42	275.00	28.39	5°54'55"	28.38	S 87°0'37" E
C43	2957.04	34.77	0°40'25"	34.77	S 89°37'52" E
C44	2957.04	56.01	1°5'7"	56.01	S 88°45'5" E
C45	2957.04	56.04	1°5'9"	56.04	S 87°39'58" E
C46	2957.04	68.11	1°19'11"	68.11	S 86°27'48" E
C47	2957.04	52.70	1°1'16"	52.69	S 85°17'34" E
C48	2957.04	267.62	5°11'8"	267.53	S 87°22'30" E
C49	2932.04	265.36	5°11'8"	265.27	S 87°22'30" E
C50	2907.04	263.10	5°11'8"	263.01	S 87°22'30" E
C51	2907.04	30.95	0°36'36"	30.95	S 89°39'46" E
C52	2907.04	68.02	1°20'26"	68.02	S 88°41'15" E
C53	2907.04	56.06	1°6'17"	56.05	S 87°27'53" E
C54	2907.04	108.07	2°7'48"	108.07	S 85°50'50" E
C55	2957.04	154.39	2°59'29"	154.37	S 86°16'41" E
C56	2932.04	153.10	2°59'30"	153.08	S 86°16'41" E
C57	2907.04	151.78	2°59'29"	151.76	S 86°16'41" E
C58	2907.04	3.48	0°4'7"	3.48	N 84°49'0" W
C59	2907.04	10.03	0°11'52"	10.03	S 84°56'59" E
C60	2907.04	68.17	1°20'37"	68.17	S 85°43'13" E
C61	2907.04	56.07	1°6'18"	56.07	S 86°56'41" E
C62	2907.04	14.03	0°16'36"	14.03	S 87°38'8" E

DIRECT COMMUNICATIONS

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

Maurice Rifford 7/17/19
DIRECT COMMUNICATIONS DATE

SURVEYOR: AZTEC ENGINEERING INC.
491 N. 450 W.
OREM, UT. 84057
(801) 224-7508



16727 SHEET 1 OF 2
SHEET 1 OF 2

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 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 IN LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE 7-10-19

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°16'09" EAST ALONG QUARTER SECTION LINE 47.95 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°39'49" WEST 1560.22 FEET; THENCE NORTH 0°01'14" EAST 1279.43 FEET; THENCE SOUTH 89°44'07" EAST 225.43 FEET; THENCE SOUTH 153.20 FEET; THENCE SOUTH 89°44'07" EAST 1035.68 FEET; THENCE NORTH 89°49'10" EAST 50.09 FEET; THENCE SOUTH 86°46'50" EAST 254.18 FEET; THENCE SOUTH 00°16'09" WEST 1115.46 FEET TO THE POINT OF BEGINNING.

CONTAINS 41.19 ACRES MORE OR LESS

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN CITY PLAT 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 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.

OWNER(S):

PRINTED NAME OF OWNER

Jeffery Smith

AUTHORIZED SIGNATURE(S)

Jeffery Smith

EAGLE MOUNTAIN DEVELOPER PLAT 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 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.

OWNER(S):

PRINTED NAME OF OWNER

Patterson Development, LLC
Andrew Patterson, its manager

AUTHORIZED SIGNATURE(S)

Andrew Patterson

ACKNOWLEDGMENT

On the 30 day of August, 2019, 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 07-17-2021

NOTARY PUBLIC SIGNATURE

696013

COMMISSION NUMBER

Kent P. Smith
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT 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 25 DAY OF September, 2019

APPROVED BY MAYOR
Christy J. Tuck
APPROVED BY ENGINEER (SEE SEAL BELOW)

APPROVED BY CITY ATTORNEY
John R. Smith
ATTEST BY CITY RECORDER (SEE SEAL BELOW)

PLAT VACATION NOTICE

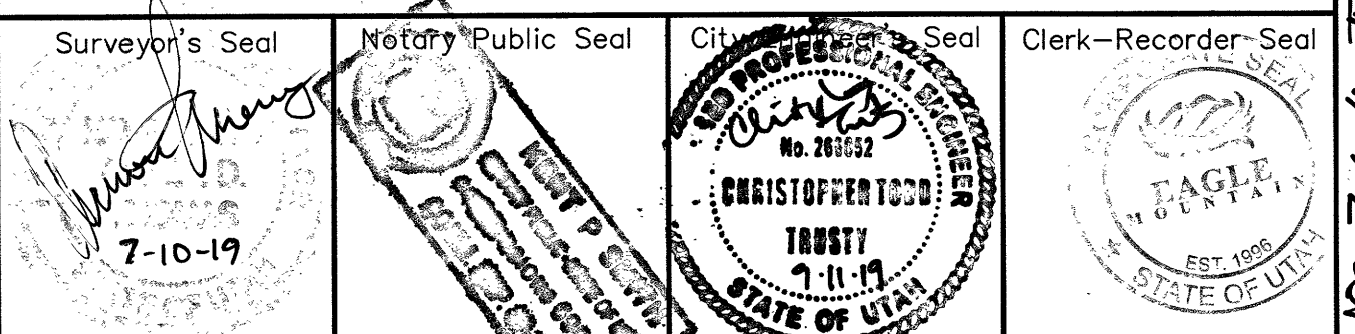
EAGLE MOUNTAIN CITY IS SATISFIED THAT NEITHER THE PUBLIC NOR ANY PERSON WILL BE MATERIALLY INJURED BY THE VACATION OF EAGLE POINT PLAT "G" AND THAT THERE IS GOOD CAUSE FOR THE VACATION. EAGLE POINT PLAT "G" IS HEREBY VACATED.

FINAL PLAT 1

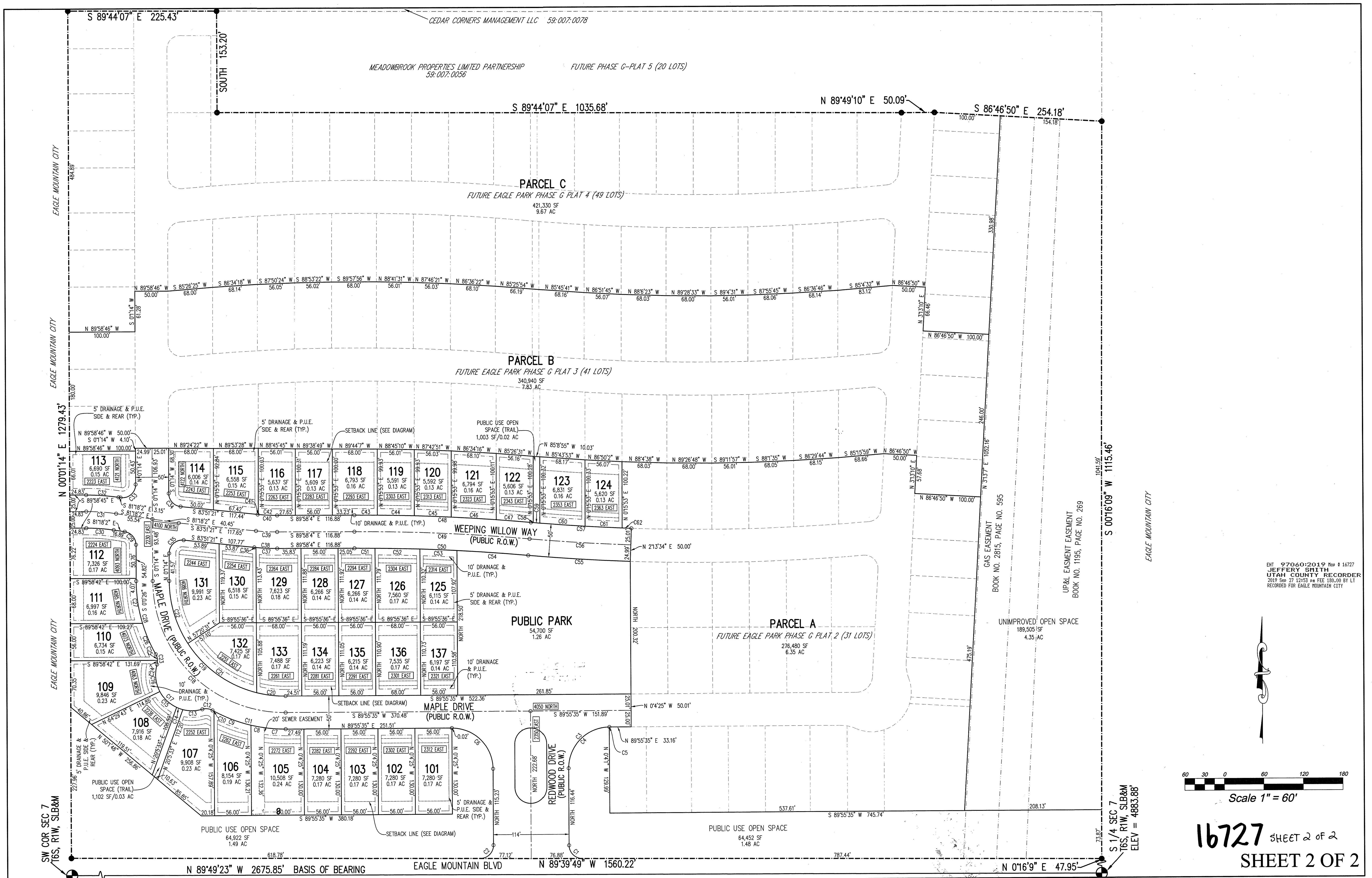
EAGLE POINT PHASE G SUBDIVISION

INCLUDING A VACATION OF EAGLE POINT PLAT "G"
LOCATED IN THE SW CORNER OF SEC 7, TOWNSHIP 6S, RANGE 1W, S.L.B.&M.
EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

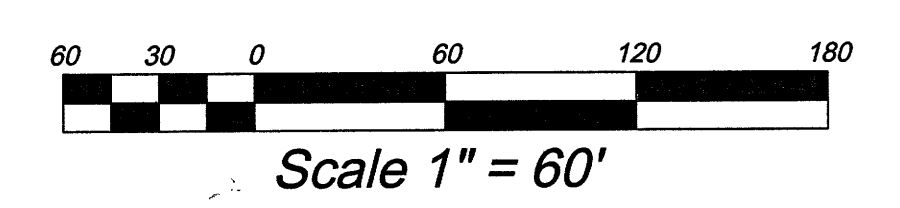
SCALE: 1" = 60 FEET



SEC. 7-6-1W TOWNSHIP 6S (ALL EAGLE POINTS)



ENT 97060:2019 Map & 16727
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2019 Sep 27 12:53 PM FEE 100.00 BY LT
 RECORDED FOR EAGLE MOUNTAIN CITY



16727 SHEET 2 OF 2
 SHEET 2 OF 2



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

Monday, September 27, 2021

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

SUBJECT: Spring Run phase "D" plat 1 out of warranty Bond Release

City Recorder:

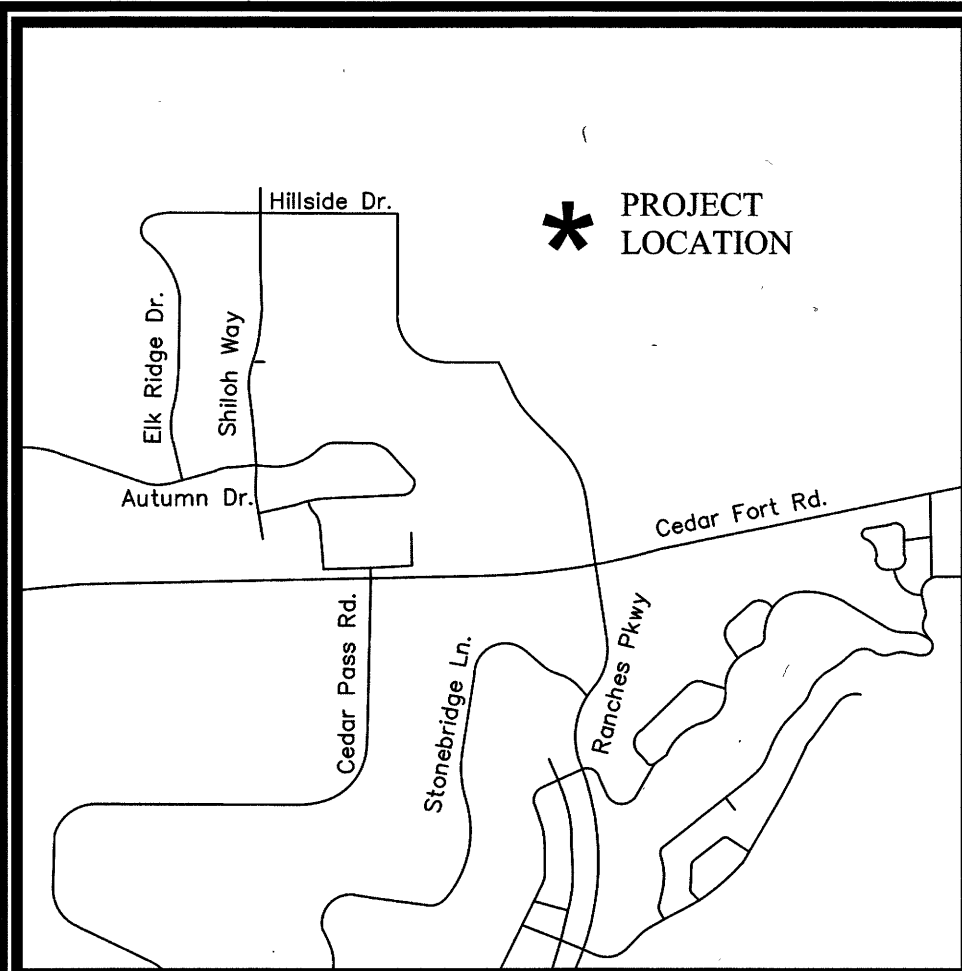
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and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

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

Sincerely,

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

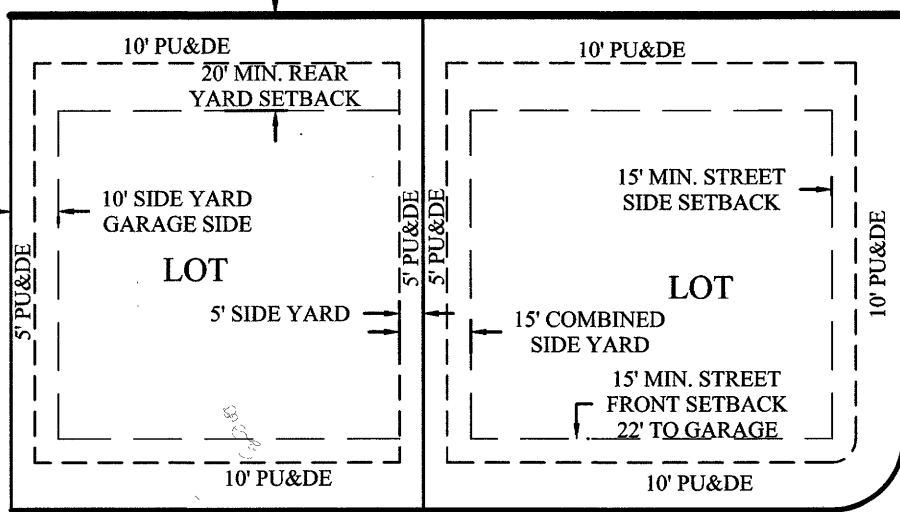
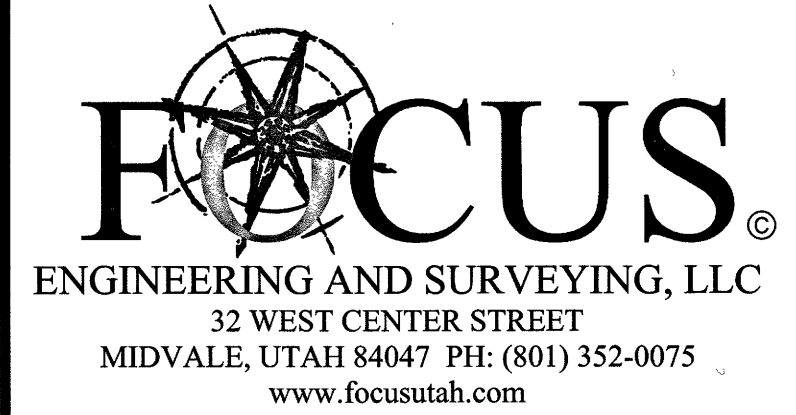
Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S.

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	173.50	54°37'24"	165.41	N62°55'40"E	159.21
C2	200.00	54°37'24"	190.67	N62°55'40"E	183.53
C3	226.50	54°37'24"	215.94	N62°55'40"E	207.85
C4	480.00	6°03'55"	50.81	N38°38'55"E	50.79
C5	453.50	20°17'12"	160.57	S45°45'34"W	159.73
C6	480.00	20°17'12"	169.95	S45°45'34"W	169.07
C7	480.00	4°33'58"	38.25	N43°57'51"E	38.24
C8	50.00	280°38'44"	244.91	S46°13'24"W	63.85
C9	480.00	4°33'45"	38.22	N48°31'43"E	38.21
C10	480.00	5°05'34"	42.67	N53°21'23"E	42.65
C11	15.00	90°00'00"	23.56	N45°14'22"E	21.21
C12	15.00	90°00'00"	23.56	S44°45'38"E	21.21
C13	15.00	90°00'00"	23.56	S45°14'22"W	21.21
C14	226.50	4°12'12"	16.62	S88°08'16"W	16.61
C15	226.50	18°29'27"	73.10	S76°47'27"W	72.78
C16	226.50	19°26'20"	76.85	S57°49'33"W	76.48
C17	226.50	12°29'25"	49.38	S41°51'40"W	49.28
C18	438.50	11°03'40"	84.65	N22°28'10"E	84.52
C19	438.50	13°01'08"	99.64	N34°30'34"E	99.42
C20	453.50	4°20'43"	34.39	S37°47'19"W	34.38
C21	453.50	10°05'20"	79.85	S45°00'20"W	79.75
C22	438.50	8°19'07"	63.66	N45°10'42"E	63.61
C23	453.50	5°51'09"	46.32	S52°58'35"W	46.30
C24	438.50	6°33'55"	50.24	N52°37'12"E	50.22
C25	15.00	90°00'00"	23.56	N10°54'10"E	21.21
C26	15.00	90°00'00"	23.56	N79°05'50"W	21.21
C27	15.00	90°00'00"	23.56	S79°05'50"E	21.21
C28	15.00	90°00'00"	23.56	S10°54'10"W	21.21
C29	467.50	0°47'41"	6.48	S56°18'00"W	6.48
C30	348.00	1°04'03"	6.48	N56°26'11"E	6.48
C31	506.50	5°05'34"	45.02	S53°21'23"W	45.01
C32	15.00	85°24'49"	22.36	S86°29'00"E	20.35
C33	15.00	50°19'22"	13.17	S18°36'55"E	12.76
C34	50.00	60°01'33"	52.38	S23°28'00"E	50.02
C35	50.00	54°53'22"	47.90	S80°55'28"E	46.09
C36	50.00	53°58'22"	47.10	N44°38'40"E	45.38
C37	50.00	54°41'16"	47.72	N09°41'08"W	45.93
C38	50.00	57°04'12"	49.80	N65°33'52"W	47.77
C39	15.00	50°19'22"	13.17	N68°56'17"W	12.76
C40	15.00	85°27'28"	22.37	N01°02'52"W	20.36
C41	506.50	6°03'55"	53.62	S38°38'55"W	53.59
C42	173.50	9°23'54"	28.46	N40°18'54"E	28.43
C43	173.50	36°55'02"	111.79	N63°28'22"E	109.87
C44	173.50	8°18'29"	25.16	N86°05'07"E	25.14
C45	15.00	90°00'00"	23.56	S44°45'38"E	21.21

WEST 1/4 CORNER OF
SECTION 17, T5S, R1W, SLB&M
1997 UTAH COUNTY MONUMENT



TYPICAL BUILDING SETBACKS
N.T.S.

NOTES:

- #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. LEAD PLUGS OR NAILS TO BE SET IN THE TOP OF CURB ON THE PROJECTION OF SIDE LOT LINES IN LIEU OF SETTING FRONT LOT CORNERS.
- P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- PARCEL A HEREBY IS DEDICATED TO EAGLE MOUNTAIN CITY AS PUBLIC OPEN SPACE.

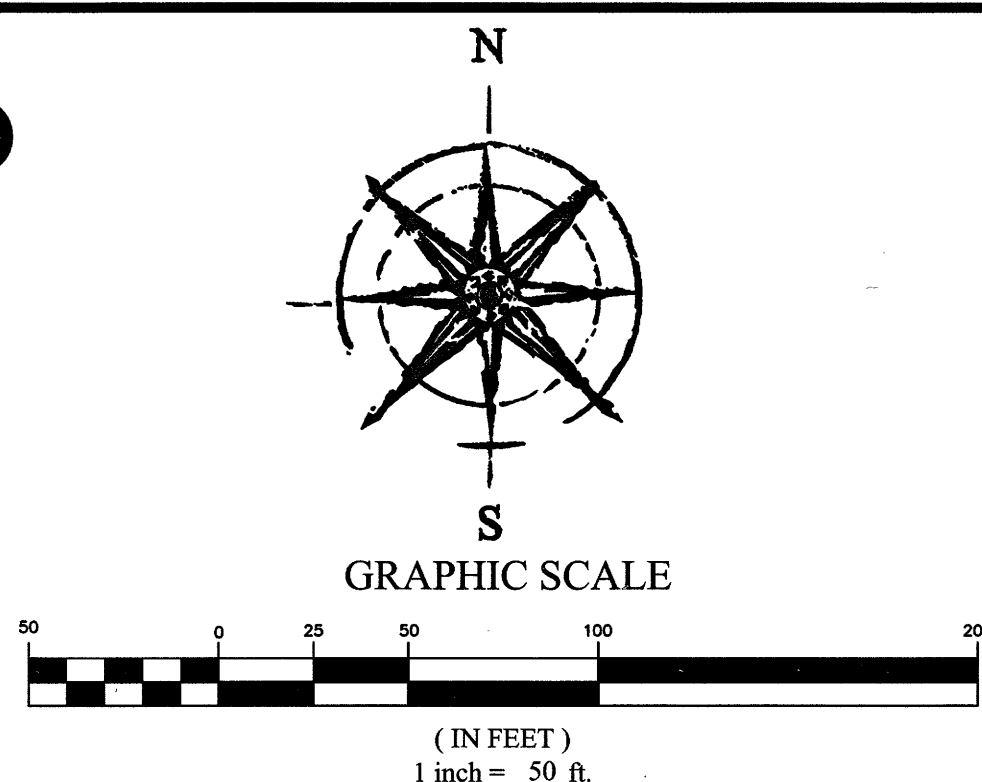
SITE TABULATIONS

- TOTAL # OF LOTS: 23 LOTS
- TOTAL ACRES: 7.61 ACRES
- TOTAL ACRES IN LOTS: 5.44 ACRES
- TOTAL ROAD ACRES: 1.70 ACRES
- TOTAL OPEN SPACE: 0.47 ACRES
- TOTAL IMPROVED OPEN SPACE: 0.00 ACRES
- TOTAL ACRES IN ROW: 1.70 ACRES
- AVERAGE LOT SIZE: 0.25 ACRES OR 10,890 SQFT.
- LARGEST LOT SIZE: 0.37 ACRES
- SMALLEST LOT SIZE: 0.18 ACRES
- OVERALL DENSITY: 3.02 UNITS/ACRE

SPRING RUN PHASE D

PLAT 1

LOCATED IN THE SW1/4 OF SECTION 17, T5S, R1W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



NORTHWEST CORNER OF
SECTION 17, T5S, R1W, SLB&M
1997 UTAH COUNTY MONUMENT

NORTH 1/4 CORNER OF
SECTION 17, T5S, R1W, SLB&M
1997 UTAH COUNTY MONUMENT

BASE OF BEARING: N0°14'22"E ALONG
SECTION LINE MEASURED: 202.66



LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- LOT LINE
- CENTER LINE
- P.U.E. (PUBLIC UTILITY EASEMENT)
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)

DIRECT COMMUNICATIONS

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

DATE: 2-7-19

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 800-366-8532.

APPROVED THIS 7 DAY OF February, A.D. 2019

BY: [Signature]

TITLE: gas account sup rep

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.

2. Pursuant to Utah Code Ann § 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 or right-of-way

(2) The law applicable to prescriptive rights

(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities, or

(4) Any other provision of law.

DATE: 2/6/19

BY: [Signature]

TITLE: [Signature]

DATE: 2/6/19

SURVEYOR'S CERTIFICATE

I, Spencer Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, 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.

Spencer Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date

2/6/19

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 17, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N00°14'22"E along the Section line 1,683.57 feet from the West 1/4 Corner of Section 17, T5S, R1W, SLB&M; thence N00°14'22"E along the Section line 202.66 feet; thence S89°45'38"E 199.00 feet; thence N00°14'22"E 50.58 feet; thence S89°48'40"E 153.55 feet; thence N41°18'53"E 60.68 feet; thence N47°44'44"W 53.76 feet; thence N00°11'20"E 243.48 feet to the Section line; thence S88°21'48"E along the Section line 409.12 feet; thence S34°05'50"E 126.70 feet; thence N55°54'10"E 56.18 feet; thence S34°05'50"E 53.00 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 467.50 feet (radius bears: S34°05'50"E) a distance of 6.48 feet through a central angle of 00°47'41" Chord: N56°18'00"E 6.48 feet; thence S34°08'27"E 110.19 feet; thence Southwesterly along the arc of a non-tangent curve to the left having a radius of 348.00 feet (radius bears: S33°01'48"E) a distance of 6.48 feet through a central angle of 01°04'03" Chord: S56°26'11"W 6.48 feet; thence S55°54'10"W 221.43 feet; thence along the arc of a curve to the left with a radius of 438.50 feet a distance of 298.20 feet through a central angle of 38°57'49" Chord: S36°25'15"W 292.49 feet; thence N89°45'38"W 615.72 feet to the point of beginning.

Contains: 7.61 acres +/-

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.

PRINTED NAME OF OWNER

Ralph B. Johnson

AUTHORIZED SIGNATURE(S)

[Signature]

ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Salt Lake

ON THE 7th DAY OF February, 2019, I, the undersigned, personally appeared before me, the undersigned notary public, in and for the County of Salt Lake, in said State of Utah, Ralph B. Johnson, the person signing the foregoing owner's dedication who duly acknowledged to me that he did execute the same freely and voluntarily and for the uses and purposes therein described.

MY COMMISSION EXPIRES: 6-5-2019

Andrea Nelson
A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN Salt Lake COUNTY

MY COMMISSION No. 683134

Andrea Nelson
PRINTED FULL NAME OF NOTARY



ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 13 DAY OF February, 2019.

[Signature]
APPROVED BY MAYOR

[Signature]
APPROVED BY CITY ATTORNEY

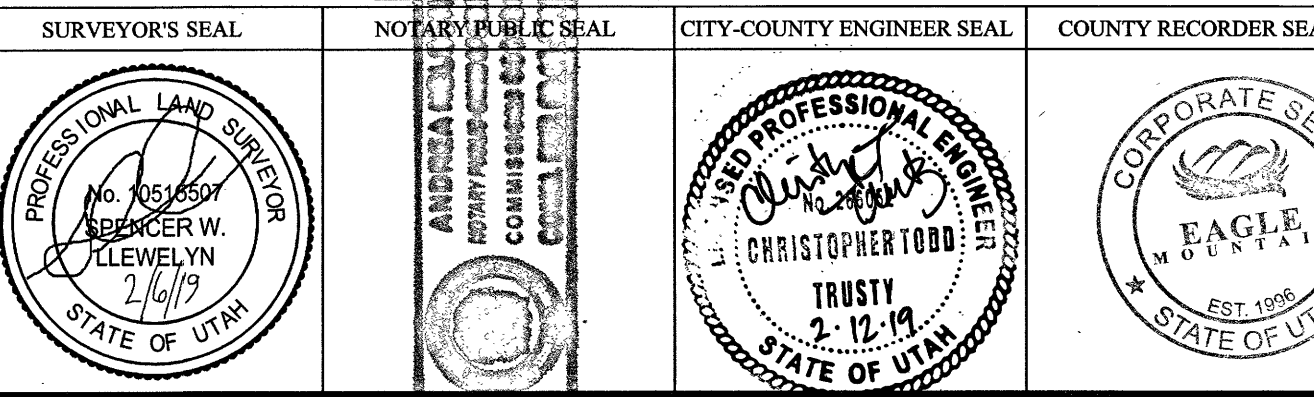
[Signature]
APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

[Signature]
ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

12166-2019 Map # 16149
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Feb 13 3:15 PM FEE \$4.00 BY TRM
RECORDED FOR EAGLE MOUNTAIN CITY

SPRING RUN PHASE D, PLAT 1

SUBDIVISION
LOCATED IN THE SW 1/4 OF SECTION 17, T5S, R1W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH





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

Monday, September 27, 2021

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

SUBJECT: Spring Run phase "D" plat 2 out of warranty Bond Release

City Recorder:

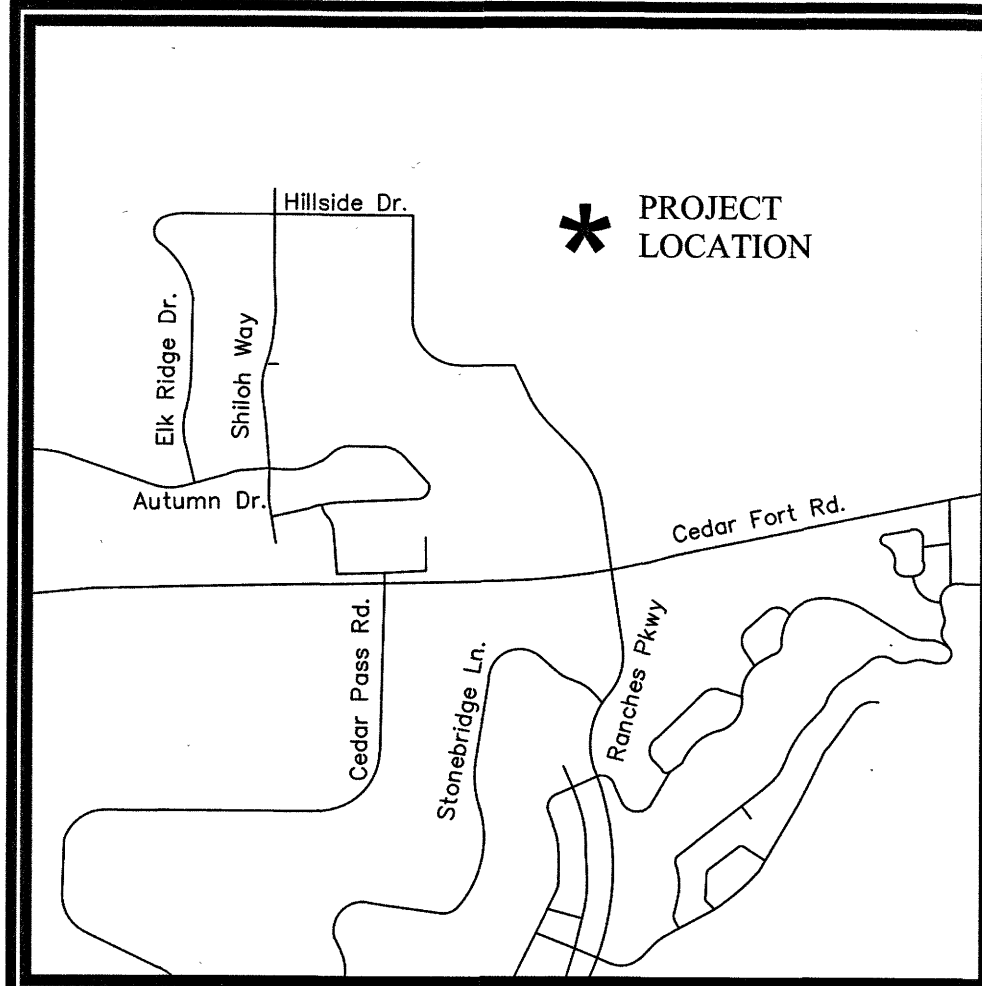
The above referenced subdivision has completed the required one-year maintenance period as required in their development agreement. After performing a walkthrough of this subdivision, I would recommend that the city accepts the subdivision as complete and release all bonds placed by the developer and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

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

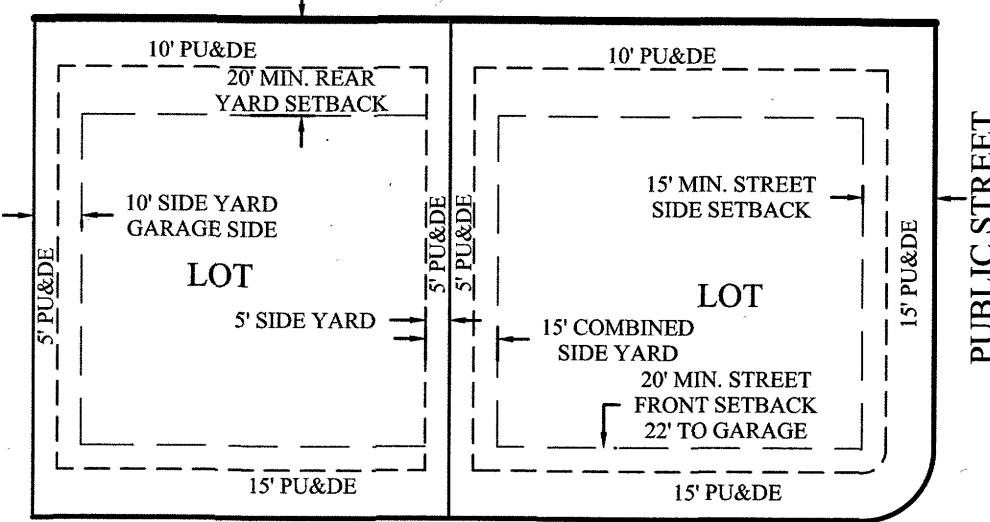
Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S.



TYPICAL BUILDING SETBACKS
N.T.S.

NOTES:

- STREET MONUMENT TO BE SET
- #5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.
- P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY

SITE TABULATIONS

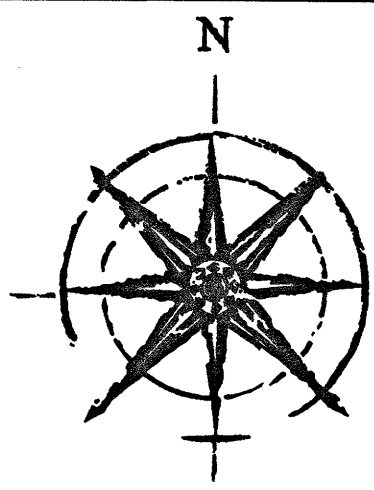
- TOTAL # OF LOTS: 34 LOTS
- TOTAL ACREAGE: 14.26 ACRES
- TOTAL ACREAGE IN LOTS: 7.46 ACRES
- TOTAL ROAD ACREAGE: 2.46 ACRES
- TOTAL OPEN SPACE: 4.30 ACRES
- TOTAL IMPROVED OPEN SPACE: 0.00 ACRES
- TOTAL ACREAGE IN ROW: 0.23 ACRES OR 9,583.20 SQFT.
- AVERAGE LOT SIZE: 0.30 ACRES
- LARGEST LOT SIZE: 0.18 ACRES
- SMALLEST LOT SIZE: 0.18 ACRES
- OVERALL DENSITY: 2.38 UNITS/ACRE

SPRING RUN PHASE D, PLAT 2

LOCATED IN THE NW1/4 OF SECTION 17, T5S, R1W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- EXISTING SETBACK
- EXISTING PROPERTY LINE
- LOT LINE
- CENTER LINE
- P.U.E. (PUBLIC UTILITY EASEMENT)
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

NORTHWEST CORNER OF
SECTION 17, T5S, R1W, SLB&M
1959 UTAH COUNTY MONUMENT
POINT OF BEGINNING

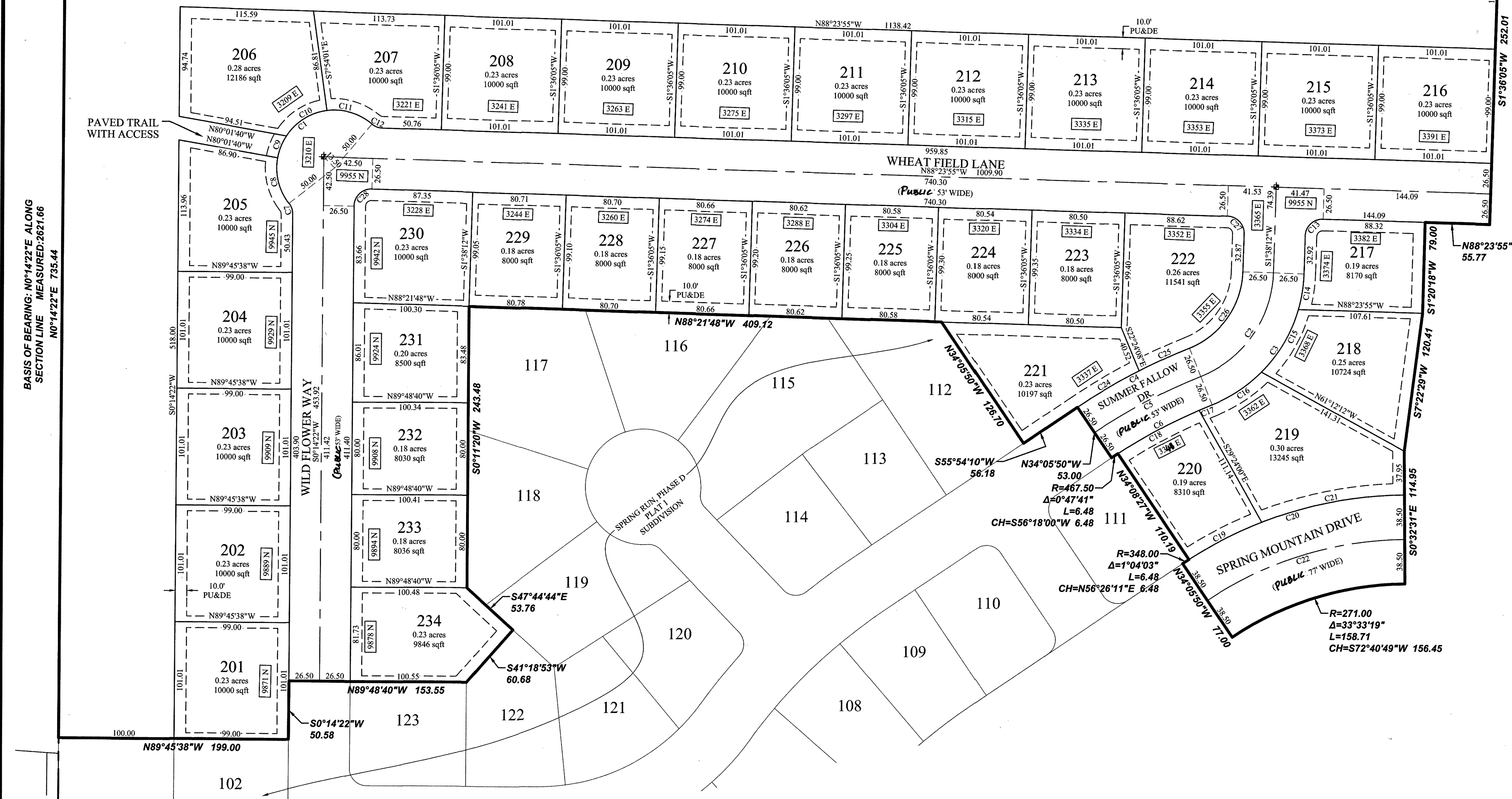
S88°23'56"E 1240.82

WEST 1/16 CORNER
SECTIONS 8-17, T5S, R1W, SLB&M
2001 BLM MONUMENT

1342.61 S88°24'11"E
(SECTION LINE)

NORTH 1/4 CORNER OF
SECTION 17, T5S, R1W, SLB&M
1997 UTAH COUNTY MONUMENT

PARCEL A
4.30 acres
187390 sqft
Public Open Space





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

Monday, September 27, 2021

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

SUBJECT: The Landing phase "A" plat 4 out of warranty Bond Release

City Recorder:

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

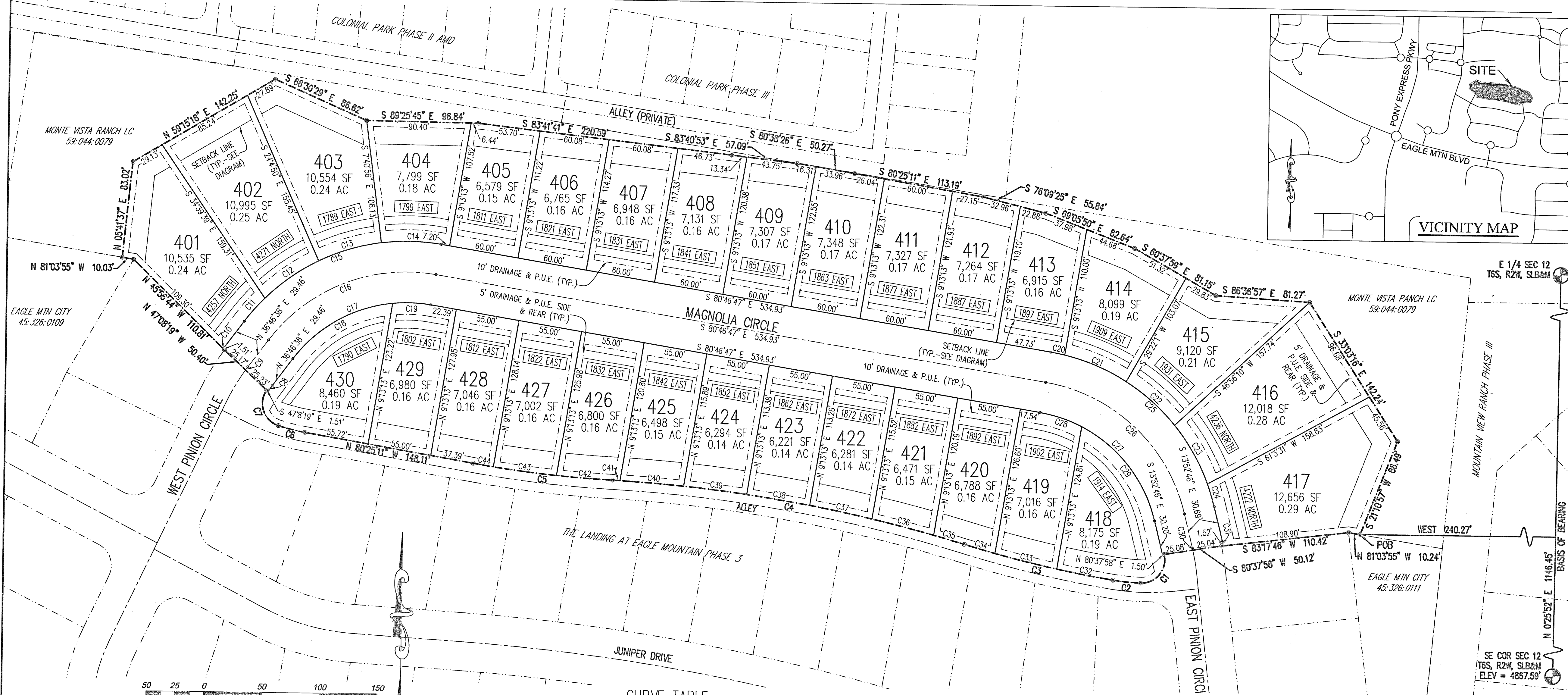
Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

THE LANDING AT EAGLE MOUNTAIN PHASE A - PLAT 4



Scale 1" = 50'

PHASE A - PLAT 4 CALCULATIONS

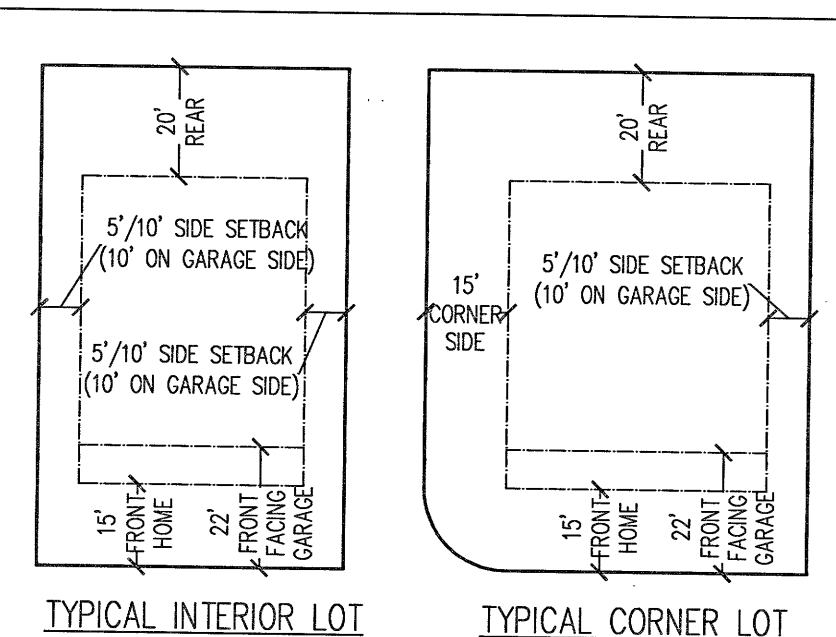
TOTAL ACRES: 6.55 ACRES
BUILDABLE ACRES: 6.55 ACRES
TOTAL ACRES IN LOTS: 5.40 ACRES
RIGHT-OF-WAY AREA: 1.14 ACRES
TOTAL OPEN SPACE: 0.00 ACRES
TOTAL IMPROVED OPEN SPACE: 0.00 ACRES
AVERAGE LOT SIZE: 7,846 SF/0.18 ACRES
LARGEST LOT SIZE: 12,656 SF/0.29 ACRES
SMALLEST LOT SIZE: 6,221 SF/0.14 ACRES
OVERALL DENSITY: 4.58 LOTS/ACRE
TOTAL # OF LOTS: 30 LOTS

PLAT NOTES:

- ALL PUBLIC OPEN SPACE IS DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE CITY.
- SETBACKS: FRONT=15' DRIVEWAY=22' REAR=20' CORNER=15' SIDE=15' TOTAL (5' MIN. & 10' ON GARAGE SIDE)
- ALL FRONT-FACING GARAGES MUST BE 22' FROM PROPERTY LINE.
- HOUSES ON LOTS 418-430 ARE ALLOWED TO FRONT-LOAD GARAGES AND ARE NOT REQUIRED TO UTILIZE THE ALLEYWAY FOR REAR-LOADING GARAGES PER THE PLANNING COMMISSION.

FIRE NOTE:

TWO (2) FIRE HYDRANTS MEET IFC REQUIREMENTS. NO COMBUSTIBLE CONSTRUCTION UNTIL FIRE HYDRANTS ARE IN PLACE.



SETBACK DIAGRAM
(NO EXCEPTION REQUESTED)

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	20.00	36.95	105°50'31"	31.91	S 38°54'2" W
C2	192.00	24.07	7°10'58"	24.05	N 84°35'13" W
C3	1003.40	132.48	7°33'54"	132.39	N 77°12'47" W
C4	1268.00	309.71	13°59'40"	308.94	N 80°25'40" W
C5	993.00	121.41	7°0'19"	121.33	N 83°55'21" W
C6	172.00	23.65	7°52'49"	23.63	N 76°28'51" W
C7	20.00	37.39	107°6'59"	32.18	N 18°59'2" W
C8	153.50	6.12	2°16'59"	6.12	N 35°38'8" E
C9	180.00	3.28	1°2'39"	3.28	N 36°15'18" E
C10	206.50	0.42	0°7'0"	0.42	N 36°43'8" E
C11	176.50	26.68	8°39'41"	26.66	N 41°6'28" E
C12	176.50	56.74	18°25'13"	56.50	N 54°38'55" E
C13	176.50	56.86	18°27'32"	56.62	N 73°5'18" E
C14	176.50	52.07	16°54'8"	51.88	S 89°13'52" E
C15	176.50	192.36	62°28'35"	182.98	N 67°59'55" E
C16	150.00	163.48	62°28'35"	158.03	N 67°59'55" E
C17	123.50	134.59	62°28'35"	128.03	N 67°59'55" E
C18	123.50	101.60	47°8'3"	99.76	N 60°20'39" E
C19	123.50	33.00	15°18'32"	32.98	S 68°28'4" E
C20	176.50	12.28	3°50'9"	12.28	S 78°47'13" E
C21	176.50	58.26	18°54'50"	58.00	S 67°20'14" E
C22	176.50	56.74	18°25'13"	56.50	S 48°40'12" E
C23	176.50	58.21	18°53'52"	57.95	S 30°0'39" E
C24	176.50	20.59	6°40'57"	20.57	S 17°13'15" E
C25	176.50	206.09	66°54'2"	194.58	S 47°19'47" E
C26	150.00	175.14	66°54'2"	165.36	S 47°19'47" E
C27	123.50	144.20	66°54'2"	136.15	S 47°19'47" E
C28	123.50	38.06	17°39'32"	37.91	S 71°57'2" E
C29	123.50	106.14	49°14'30"	102.90	S 38°30'1" E
C30	180.00	1.60	0°30'31"	1.60	N 13°37'30" W
C31	206.50	3.76	1°2'34"	3.76	S 13°21'29" E
C32	1003.40	49.62	2°49'59"	49.61	N 79°34'44" W
C33	1003.40	55.15	3°8'58"	55.15	N 76°35'16" W
C34	1003.40	27.71	1°34'57"	27.71	N 74°13'18" W
C35	1268.00	27.66	1°15'0"	27.66	N 74°3'20" W
C36	1268.00	55.20	2°29'40"	55.20	N 75°55'39" W
C37	1268.00	55.05	2°29'15"	55.05	N 78°25'7" W
C38	1268.00	55.00	2°29'8"	55.00	N 80°54'18" W
C39	1268.00	55.06	2°29'17"	55.06	N 83°23'30" W
C40	1268.00	55.22	2°29'43"	55.22	N 85°53'0" W
C41	1268.00	6.50	0°17'38"	6.50	N 87°16'41" W
C42	993.00	48.75	2°48'45"	48.74	N 86°1'7" W
C43	993.00	55.05	3°10'35"	55.04	N 83°1'27" W
C44	993.00	17.61	1°0'59"	17.61	N 80°55'40" W

ROCKY MOUNTAIN POWER

- Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann § 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 or right-of-way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
 - Any other provision of law

APPROVED BY MAYOR: *[Signature]* DATE: 2/24/2020
APPROVED BY ENGINEER (SEE SEAL BELOW): *[Signature]* DATE: 2/24/2020

ROCKY MOUNTAIN POWER

DOMINION ENERGY

Dominion Energy approves this plat solely for the purposes 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 14 day of February 2020

Dominion Energy

By: *[Signature]*

Title: Pres. Eng.

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.11atiff.

APPROVED BY MAYOR: *[Signature]* DATE: 2/24/2020
APPROVED BY ENGINEER (SEE SEAL BELOW): *[Signature]* DATE: 2/24/2020

DIRECT COMMUNICATIONS

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS DAY OF A.D., 20

CITY ATTORNEY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS DAY OF February 2020.

APPROVED BY MAYOR: *[Signature]* DATE: 2/24/2020
APPROVED BY CITY ATTORNEY: *[Signature]* DATE: 2/24/2020
ATTEST BY CITY RECORDER (SEE SEAL BELOW): *[Signature]* DATE: 2/24/2020

SURVEYOR:

AZTEC ENGINEERING INC.
401 N. 450 W.
OREM, UT 84057
(801) 224-7308

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

Feb. 21, 2020
DATE

AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 0°25'52" EAST ALONG SECTION LINE 1146.45 FEET AND WEST 240.27 FEET FROM THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES ALONG THE NORTHERLY BOUNDARY OF THE LANDING AT EAGLE MOUNTAIN PHASE 3: 1) NORTH 81°03'55" WEST 10.24 FEET, 2) SOUTH 83°17'46" WEST 110.42 FEET, 3) SOUTH 80°37'58" WEST 50.12 FEET, 4) ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 36.95 FEET THROUGH A CENTRAL ANGLE OF 105°50'31" (CHORD BEARS SOUTH 38°54'02" WEST 31.91 FEET), 5) ALONG THE ARC OF A 192.00 FOOT RADIUS CURVE TO THE RIGHT 24.07 FEET THROUGH A CENTRAL ANGLE OF 7°10'58" (CHORD BEARS NORTH 84°35'13" WEST 24.05 FEET), 6) ALONG THE ARC OF A 1003.40 FOOT RADIUS CURVE TO THE RIGHT 132.48 FEET THROUGH A CENTRAL ANGLE OF 7°33'54" (CHORD BEARS NORTH 77°12'47" WEST 132.39 FEET), 7) ALONG THE ARC OF A 1268.00 FOOT RADIUS CURVE TO THE LEFT 309.71 FEET THROUGH A CENTRAL ANGLE OF 13°59'40" (CHORD BEARS NORTH 80°25'40" WEST 308.94 FEET), 8) ALONG THE ARC OF A 993.00 FOOT RADIUS CURVE TO THE RIGHT 121.41 FEET THROUGH A CENTRAL ANGLE OF 7°0'19" (CHORD BEARS NORTH 83°55'21" WEST 121.33 FEET), 9) NORTH 80°25'11" WEST 148.11 FEET, 10) ALONG THE ARC OF A 172.00 FOOT RADIUS CURVE TO THE RIGHT 23.65 FEET THROUGH A CENTRAL ANGLE OF 7°52'49" (CHORD BEARS NORTH 76°28'51" WEST 23.63 FEET), 11) ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 37.39 FEET THROUGH A CENTRAL ANGLE OF 107°6'59" (CHORD BEARS NORTH 18°59'02" WEST 32.18 FEET), 12) NORTH 47°08'19" WEST 50.40 FEET, 13) NORTH 45°56'44" WEST 110.81 FEET, AND 14) NORTH 81°03'55" WEST 10.03 FEET; THENCE NORTH 5°41'37" EAST 83.02 FEET; THENCE NORTH 59°15'18" EAST 142.25 FEET; THENCE SOUTH 66°30'29" EAST 86.62 FEET; THENCE SOUTH 89°25'46" EAST 86.84 FEET; THENCE SOUTH 83°41'41" EAST 220.59 FEET; THENCE SOUTH 82°40'53" EAST 57.09 FEET; THENCE SOUTH 80°38'26" EAST 50.27 FEET; THENCE SOUTH 80°25'11" EAST 113.19 FEET; THENCE SOUTH 76°09'25" EAST 55.84 FEET; THENCE SOUTH 60°37'59" EAST 81.15 FEET; THENCE SOUTH 86°36'57" EAST 81.27 FEET; THENCE SOUTH 33°03'16" EAST 142.24 FEET; THENCE SOUTH 21°10'57" WEST 86.49 FEET TO THE POINT OF BEGINNING.

AREA = 6.546 ACRES

BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN CITY PLAT 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 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.

OWNER(S):
PRINTED NAME OF OWNER

ENT. 29325/2020 Map # 16985
JEFFREY SMITH
UTAH COUNTY RECORDER
2020 Mar 06 12:02 PM FEE 110.00 BY NG
RECORDED FOR EAGLE MOUNTAIN CITY

AUTHORIZED SIGNATURE(S)

EAGLE MOUNTAIN DEVELOPER PLAT 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 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.

OWNER(S):
PRINTED NAME OF OWNER

Aspiration Home, Inc.

AUTHORIZED SIGNATURE(S)

[Signature] Vice President 2/24/2020
[Signature] Shane Hone

ACKNOWLEDGMENT

On the 24th day of February, 2020, 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 Sept. 7, 2021

6690909
COMMISSION NUMBER

Timna Densley
PRINTED FULL NAME OF NOTARY

FINAL PLAT 4

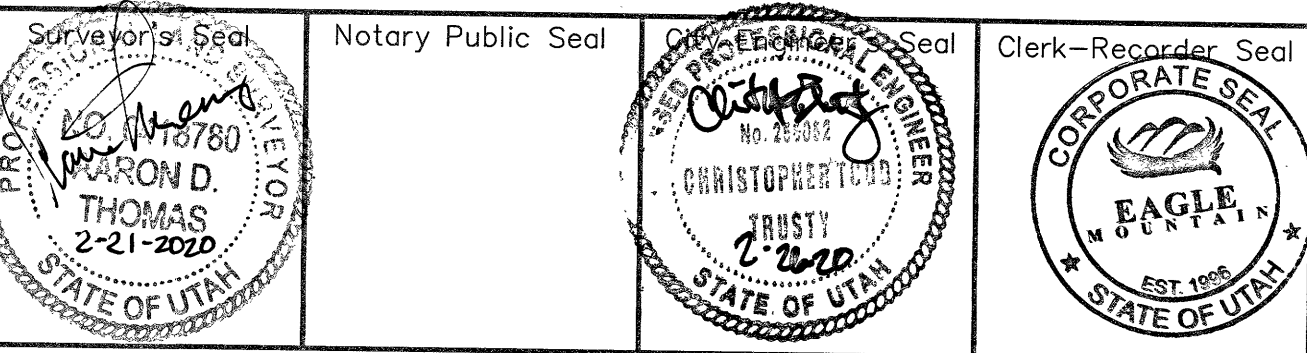
THE LANDING AT EAGLE MOUNTAIN PHASE A
SUBDIVISION

LOCATED IN THE SE QUARTER OF SEC 12, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY

UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	Airport Road Design Change Order #3 - Civil Science		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$40,500		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve change order #3 in the amount of \$40,500 for the Airport Road Redesign project.

BACKGROUND:

In October 2019, Civil Science was contracted to provide a preliminary design for the expansion of the roadway referred to as Airport Road. Previously, Change Order #1 was issued to expand the scope to include final design drawings for Phase 1 of this project from Overland to Pony Express Parkway. Change Order #2 included additional survey and design work specifically at the intersection of Airport Road and Pony Express Parkway in order to design the traffic light for the future widening of Airport Road.

Change Order #3 includes the final design and bid documents for the second phase of Airport Road which will extend north from Overland to Wride Memorial Highway. A breakdown of the costs is included below:

Final Plan Set: \$5,400

Bid Documents: \$4,300

ROW Documents for property procurement: \$12,000

Total CO#3 = \$40,500

Summary of previous change orders:

Original Contract: \$59,708

CO #1: \$30,670 (December 1, 2020) -- Revised contract amount:
\$90,378

CO #2: \$10,550 (January 19, 2021) -- Revised contract amount:
\$100,928

CO #3: \$40,500 -- Revised contract amount = \$141,428

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	Pony Express Widening Design Change Order #6 - Horrocks Engineers		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$45,300		
APPLICANT:	Chris Trusty		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve the Horrocks Engineers Change Order #6 for the Pony Express Widening Design.

BACKGROUND:

With the continued growth in City Center and the ongoing updates to the Transportation Master Plan, the City is aware of the need to convert the existing roundabout at Eagle Mountain Boulevard to a signalized intersection. Hoping to utilize funds committed to the Pony Express widening project to upgrade this intersection, City staff have requested a cost proposal from Horrocks Engineers for a signal light design. Because of the scope of this project, additional design will need to be performed on the ADA-compliant street crossings, storm drainage, roadway design, traffic signal design, intersection sizing, construction planning and construction management for this project. Total cost for this design is \$45,300.

Currently, there is sufficient funding from MAG to cover the cost for the design and construction of this intersection and this will be the anticipated funding source for this change order.

Summary of Previous Change Orders:

Original Contract: \$ 56,265.50 -- includes survey work for Pony Express Median Project and roadway design between Sandpiper and Red Pine Road

CO #1: \$11,650 -- Additional design and survey

CO #2: \$35,304 -- Unity Pass parallel water line between Red Pine to Lake Mountain

CO #3: \$74,800 -- Design from Mid Valley Road to Eagle Mountain Boulevard

CO #4: \$38,000 -- Project additional survey and design work

CO #5: \$14,950

PREVIOUS TOTAL: \$230,969.50

TOTAL WITH THIS CHANGE ORDER: \$276,269.50

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	Wastewater Treatment Plant Expansion Change Order #4 - FX Construction		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$43,841		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve change order #4 in the amount of \$43,841 for the Wastewater Treatment Plant Expansion project.

BACKGROUND:

Upon completion of the new influent pump station (reference PCO #04), it was determined that including an access platform inside of the structure and above the typical operating water surface would be beneficial and safer for operating staff in case of debris or other adverse conditions that require accessing/inspecting the wet well structure. A design for a platform, including access ladders and rungs, was submitted to FX Construction for pricing. Based on the price, the critical nature of the pump station, and long-term accessibility and safety of operating staff, it was decided to proceed with installation of the access platform. (\$30,800.00)

WWTP operating staff requested modification work to existing RAS/WAS sludge piping in the sludge screen and RAS pump area. These changes were not part of the original design or contract work. (\$6,561.00)

City staff requested modifications to the design civil site/paving plan,

including additional paved areas north of the solids handling building, changes to curbing/gutter in the project area, and an additional set down concrete pad to be installed adjacent to the new influent lift station. These modifications were discussed in-field with City staff and FX Construction. (\$6,480.00)

Total Amount of Change Order #4 = \$43,841.00

Revised Total including all Change Orders = \$5,823,742

Change Order Summary:

Original Contract Price: \$3,184,972.00

CO #1: \$434,847 (September 15, 2020) -- Revised Total: \$3,619,830

CO #2: \$2,117,473 (January 5, 2021) -- Revised Total:
\$5,747,303.00

CO #3: \$42,598.00 (Approved May 4, 2021) -- Revised Total:
\$5,779,901.00

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

September 21, 2021, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

ELECTED OFFICIALS PRESENT: Mayor Pro Tempore Melissa Clark, Councilmembers Donna Burnham, Colby Curtis, and Carolyn Love. Mayor Tom Westmoreland and Councilmember Jared Gray were excused.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities Operations Director; Embret Fossum, UFA Battalion Chief; B.J. Eccles, Sergeant; Tyler Maffitt, Communications Manager; and Evan Berrett, Assistant to the City Administrator.

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Finance Director; Jessa Porter, Planner; Aaron Sanborn, Economic Development Director; Mack Straw, Public Utilities Manager; Michele Graves, Library Director; and Chas Glenn Administrative Assistant.

Mayor Pro Tempore Clark called the meeting to order at 4:05 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

General

- The utility rate study is ongoing and nearing completion.
- Airport Road Phase 2 – The right-of-way is being secured, design will begin soon, and the anticipated completion date is September 2022.

Community Development

- The City issued 93 new residential building permits in August.
- There are 14 commercial projects currently undergoing building permit review, and 14 commercial projects in active construction.
- The new Planning Manager starts on October 4.
- A new Neighborhood Improvement Officer starts October 4, bringing the City total to three full-time Neighborhood Improvement Officers.

Water

- The City submitted water-related projects to the State's American Rescue Plan grant match program. The projects include a resolution to Well #1, transmission lines preventing work on pumps, and reuse system upgrades.

- The manual read process for resident utility bills began this week.
- Staff is installing water lines at the Wastewater Treatment Plant for the new land application and rapid infiltration basins.

Wastewater

- City Streets, Stormwater, Wastewater, and Water crews are installing four new rapid infiltration basins on the eastern portion of the recently purchased 80-acre parcel. The State granted a completion extension from October 4 to November 1.

Parks

- Cory B. Wride Memorial Park Phase 2 – Punch list items are being completed, and the grand opening is tentatively scheduled for October 12.
- SilverLake Woodhaven Park – The power should be completed and connected early next week.
- Smith Ranch Community Park – The construction documents for the park are complete.

Events

- The Ties and Tierras event was held at the Ivory Clubhouse to allow more than double the number of participants from previous years.
- The community cleanup event on September 18 had a low turnout due to inclement weather.
- The most recently scheduled Movie in the Park was canceled due to weather. The event will not be rescheduled due to other upcoming Movie in the Park events.

Engineering

- Pony Express Parkway – The areas currently having storm drain pipe and compaction completed are scheduled to be paved on September 22 and 23.
- Airport Road Phase 1 – Construction continues. The traffic signal has been installed but will not be operational until the project is completed around the end of October.
- Bobby Wren Boulevard – the traffic signal has been installed and will be operational by the end of 2021.

Streets

- Resident requests for additional school crossings are carefully considered but may not always be implemented due to decreased safety with multiple crossing points and the unfeasibility of providing a crossing guard on every corner. Staff requests residents utilize the resident portal for requests including suggestions for additional school crossings.

Mayor Pro Tempore Clark stated School Board Member Julie King requested construction traffic delays be communicated to the Alpine School District transportation department in order to adapt plans to mitigate busing delay impacts.

1.B. DISCUSSION – Oquirrh Mountain Ranch

Senior Planner Tayler Jensen presented the item. The Oquirrh Mountain Ranch Master Development Plan (MDP) and Master Development Agreement (MDA) were approved in 2011 and cover a total of 120.4 acres with 417 units and 15.5 acres of open space. In 2016, the MDA

was amended to reduce the maximum number of units to 346 units and require 5.5 acres of improved open space.

The applicant has provided two Amended Master Development Plan options for Council consideration. In Option A, the proposed lot sizes include 61 lots with 40-foot frontages, 109 lots with 45-foot frontages, and 59 lots with 50-foot frontages. Option B includes increased lot sizes with 58 lots with 45-foot frontages, 80 lots with 50-foot frontages, and 68 lots with 55-foot frontages. RC zone standards require a minimum lot size of 4,500 square feet, an average lot size of 6,000 square feet, a minimum frontage of 58 feet, a front setback of 15 feet, a garage set back of 22 feet, a rear setback of 20 feet, side setbacks of eight feet and 10 feet on the garage side, and a corner set back of 15 feet. Option A proposes modified standards to allow a minimum lot size of 4,000 square feet, an average lot size of 5,442 square feet, a minimum frontage of 40 feet, rear setbacks of 15 feet, and side setbacks of five feet. Option B's modified standards include a minimum 45-foot frontage, a 15-foot rear setback, and five-foot and ten feet on the garage-side side setbacks.

Oquirrh Mountain Ranch has a current density approval of 346 total units with up to an additional 292 units. The allowable density in unbuilt pods is 265 units; those units combined with the 54 built units result in an actual maximum density of 319 units. In contrast, if Option A were to be approved, the maximum full buildout would be 283 units. If Option B were to be approved, the maximum full buildout would be 260 units.

The Overland Village 2 development is adjacent to the south and has one-half to one-third acre lots along the northern border. The proposed lots in both options are smaller and do not meet the City's transition standards; however, the approved MDA has townhomes and apartments along the southern boundary, and the proposed lots would be a more appropriate transition than the vested units. The proposals also include a stub connection between Oquirrh Mountain Ranch and Overland Village 2.

Mr. Jensen verified that the side setbacks in the previous Tier II standards, which are the standards included in the current MDA, are five feet and ten feet on the garage side. Tier II standards include a 55-foot minimum frontage with a requirement for 20% of the project to have 60-foot frontages. He clarified the map for Overland Village 2 is intended to show the difference in the lot sizes and the roads were amended with the preliminary plat; the connections between the projects will be adjusted to align properly. The property to the west of the development will have a north-to-south collector road connecting to the Overland development. A stub road for a future connection will be provided on the west side of Oquirrh Mountain Ranch. The proposed north-to-south collector road may need to be relocated should terrain prove prohibitive. Construction phasing will begin with the eastern cul-de-sac and the western portion will be developed last. Any blasting required for the project would require Council approval and the walkout basements would not have windows on the sides of the units as the bedrooms will be placed towards the rear of the lots with windows on the back of the homes.

Discussion ensued regarding road connectivity and access to Airport Road for the development.

City Engineer Chris Trusty said the Overland development placed a stub for the north-to-south collector road in the proposed location as the terrain would not accommodate the road farther to the east, which would have been preferable.

Councilmember Curtis said that the minimum lot frontage he would consider is 50 feet; exchanging the frisbee golf course for the petroglyph park and wildlife corridor is acceptable.

Councilmember Burnham stated that the applicants gave up several lots on flat land and removed the frisbee golf course from the project due to concern with the impact of the course on wildlife. She credited the applicants for agreeing to dedicate both buildable and unbuildable land for the wildlife corridor, intermixing the lot sizes to provide variety, and their willingness to remove the 40-foot frontage lots. She said those reasons, as well as excluding window wells on the sides of the houses and increasing the grade for the runoff from the lots to drain to the front, are the reasons the Planning Commission determined to recommend approval of the project.

Mr. Jensen said the applicant has communicated that Option B, with 206 units, was the minimum number of units to make the plan financially viable. He noted there is a 20-foot open space buffer between Oquirrh Mountain Ranch and Overland Village 2. Should the lift station not be required, the applicant would have additional acreage to incorporate into the southern border lots.

Assistant City Administrator/Community Development Director Steve Mumford stated that a stipulation to increase the lot sizes along the southern border should the lift station not be required could be a part of the development agreement.

Councilmember Curtis said he would prefer a small area of multifamily housing for this area, rather than housing he views as poorly designed, to allow for some larger, more-usable lots. He recognizes sacrifices are necessary to accommodate the wildlife corridor; however, the 55-foot frontage lots in his neighborhood have a high transiency rate and he is concerned with the style of neighborhood being proposed.

Mayor Pro Tempore Clark expressed concern that introducing multifamily to the development and the associated amenity requirements would lead to failure to achieve the desired net result.

Councilmember Love stated that although the proposed lots are narrow, the greater depths and the ten-foot garage-side setbacks will help mitigate some of the issues experienced in other areas with small lot frontages.

Mr. Jensen confirmed that the average depth of the lot will be 117 feet compared to the 92- to 95-foot depths of the cluster lots in SilverLake.

Discussion ensued resulting in Council support of the Planning Commission recommendations noted in the staff report as well as additional conditions or changes to the project to address other concerns.

1.C. CONCEPT PLAN – Eagle Quest

Mr. Jensen presented the item. The applicant is seeking feedback on two parcels they own within the City; the eastern parcel is located west of Lake Mountain Road and the western parcel is located just north of the Rush Creek property and west of Overland. The applicant has included two different concepts for the eastern parcel. The first concept proposes 484 lots, dedicates arterial and collector roads to the City, and includes a mix of RC, R3, R2, R1 and half-acre lots for an average lot size of 9,050 square feet. The second concept plan proposes 428 lots and does not dedicate the full width of collector and arterial roads and includes a mix of lot sizes and zones for an average lot size of 10,477 square feet.

The current transportation plan indicates a curved road that bisects the northeast corner of the property. The applicant's preference is for a straight road to run along the east side of the project and the curve to connect to a road to the west to be placed entirely on the property to the north. The Sunset Flats development is located to the south and the Eagle Mountain Benches development is located to the east with two-and-a-half to five-acre lots.

Applicant representative Kurt Ostler said they are concerned with the road making their northwest corner an orphan parcel and their proposed alignment would provide sufficient traffic light distancing to meet the Utah Department of Transportation (UDOT) standards, even though the road is not a UDOT road. They feel changing the road would improve connectivity to Hoofbeats to Healing and the Eagle Mountain benches area and would create a 90-degree intersection. His understanding is that Aviator Avenue was planned as a 53-foot right-of-way when Sunset Flats was developed. They are willing to dedicate the additional 12 feet from their southern boundary over their requirement for the road expansion to a minor collector as now indicated in good faith in hopes the City would approve their road change proposal.

Mr. Ostler said the east concept land is designated as Neighborhood Residential One. The 428-unit plan proposes 83 R3 lots, 206 R2 lots, and 139 R1 lots resulting in an average lot size of 10,493 square feet or 0.24 acres. The property is bordered on all sides by collector roads and traffic studies indicate their development is not generating enough traffic to require the collector roads. The 484-unit plan proposal requests an additional 56 lots in exchange for the dedication of the 12.27 acres of land for road right-of-way. However, if the City determines it would prefer the lower lot count, a land purchase agreement for the additional right-of-way width could be negotiated.

Councilmember Curtis expressed concern that the 12.5 acres of land, currently zoned as Agriculture, would be equivalent to 2.5 lots, not 56 lots, and desires to evaluate the request for increased density to determine actual value gained to ensure the City trades an appropriate lot equivalent.

Discussion ensued regarding concerns with the proposed radii for the curves in the road and whether the curvature would be appropriate for the speed limit intended for the road.

City Engineer Chris Trusty said the applicant-proposed radii would meet the minimum 350-foot radius requirement for a 45 mile-per-hour arterial road, and either plan would work from a transportation standpoint. Staff's main concern is placing an undue burden on the property owner

to the north. As the road is unlikely to be a UDOT roadway, meeting the traffic light distancing would be optional.

Discussion ensued regarding concerns that moving the road would give leverage for increasing the density in the Town/Center Mixed-Use area on the northern property, the preference for the 90-degree turn created by the applicant-proposed road, clarification that increasing the Town/Center Mixed-Use area would not automatically grant additional density, and the impact of the applicant-proposed road on the northern property.

Mr. Ostler stated they originally had half-acre lots along the eastern border but reduced the lots sizes to approximately one-third acre due to the concern expressed by a Planning Commissioner regarding potential animal rights conflicts between the half-acre lots and other lots in their development.

Discussion ensued regarding lot size transition requirements and concerns due to potential animal right conflicts, the impact of the proposed road alignments to lot size transitioning and buffering, whether the eastern road should be counted as a lot size transition step, the desired total density and unit count, the use of the road curvature as presented in the future transportation plan to divide lots with and without animal rights, and possibly trading larger lots for the applicant-proposed road alignment.

Mr. Jensen presented the concept for the second Eagle Quest west property for approximately 160 acres west of Overland and north of Rush Creek with a mix of MF1, MF2, CC, MEC, and OP zones. The concept rendering excludes the necessary connections with the Overland project and would need to be revised.

Mr. Ostler explained details of the west concept plan including the medical campus area, trails, and multifamily units. The residential units were added to follow the transition buffering requirements for the adjacent properties and RC zone. The hospital user has requested to exclude single-family homes from the project due to use conflicts they've experienced in other cities.

Mr. Mumford explained that the future freeway indicated on the west of the property would likely be placed along the border of the property line. He verified that the agreement could include development triggers to ensure the multifamily and other uses were developed at appropriate intervals.

Discussion ensued expressing support for the hospital and retail uses, suggesting reductions for the multifamily units, and regarding development triggers and agreement requirements that could be included to mitigate concerns the multifamily would be built years prior to the non-residential uses.

Mr. Ostler stated that the hospital user is working with UDOT to locate the future freeway outside of their property to obtain the desired acreage they need.

1.D. DISCUSSION – Fire Station 251 Color Scheme

Unified Fire Authority Assistant Chief of Support Services Dominic Burchett and Dan Gasser with AJC Architects introduced the item and presented renderings and examples employing a dark brick exterior with wood accents and glass to doors with views of the vehicles to assist with identifying the buildings as a fire station.

The Council expressed approval of the proposed color scheme, materials, articulation, size of the Eagle Mountain signage, and a preference for the midnight black brick option.

Councilmember Love expressed concern that the right side of the building looked flat and plain compared to the left and feels like it is missing an element. Mayor Pro Tempore Clark agreed.

2. AGENDA REVIEW

The Council determined to remove item 13.A. from the consent agenda.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

MOTION: *Councilmember Burnham moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation, the purchase, lease, or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.*

7:00 P.M. POLICY SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Pro Tempore Melissa Clark, Councilmembers Donna Burnham, Colby Curtis, and Carolyn Love. Mayor Tom Westmoreland and Councilmember Jared Gray were excused.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Jeremy Cook, City Attorney; Brad Hickman, Parks and Recreation Director; Embret Fossum, UFA Battalion Chief; B.J. Eccles, Sergeant; and Evan Berrett, Assistant to the City Administrator.

CITY STAFF PRESENT ELECTRONICALLY: Kimberly Ruesch, Finance Director; Chris Trusty, City Engineer; Aaron Sanborn, Economic Development Director; Tyler Maffitt, Communications Manager; Zac Hilton, Streets and Storm Drain Manager; and Jeff Weber, Fleet and Facilities Operations Director.

4. CALL TO ORDER

Mayor Pro Tempore Clark called the meeting to order at 7:15 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Curtis led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- The Events Department would like to thank all the residents who participated in the community cleanup. We appreciate you showing up to help keep our community clean. Thank you for being polite to staff who were working the dumpster shifts and for keeping the dumpster location clean and tidy. Thanks to all of the staff who helped with this event, we appreciate all of your hard work.
- There will be a double showing of Hocus-Pocus on October 1st and 2nd. This will be a drive-in-style event at Mid Valley Soccer Fields. To register for this event, please go to the city website: eaglemountaincity.com

To receive City notifications, including emergency info, news events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Pro Tempore Clark opened public comment at 7:18 p.m.

Johnathan Penberthy expressed concern that he is not allowed to park a vehicle with business advertising in front of his home because he operates a home business, but other residents are allowed to park commercial vehicles, with decals for non-home operated businesses, in front of their homes. The business signage on his trailer is his main available method for advertising his business when he performs services offsite.

Director of Administrative Services/City Recorder Fionnuala Kofoed stated that she is unaware of the City receiving or enforcing complaints regarding vehicles with home-based business decals; however, the issue was discussed as a part of a recent Administrative Law Judge hearing regarding a local business. It is under the purview of the Council to amend Municipal Code to allow for the parking of commercial vehicles with decals in the front of or in the driveway of home-based businesses. Business equipment is currently required to be screened. The business can request a waiver for the requirements if they feel the business is not impacting their neighbors.

Mayor Pro Tempore Clark closed public comment at 7:29 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Love

Councilmember Love said Communities That Care has put together a suicide prevention and mental health resources magnet that will be mailed to all households within the Alpine School District area. She is excited to participate in a hot air balloon activity for a youth resident that is battling childhood cancer, and she recognized Unified Fire Authority for going above and beyond to provide special experiences for children with cancer.

Councilmember Burnham

Councilmember Burnham thanked the residents for making Eagle Mountain an amazing place to live and for resident participation in the various Eagle Mountain Serves projects and activities including celebrating an early Christmas for a child battling cancer. She requested a discussion on the work vehicle signage standards to make the requirements more equitable.

Mayor Pro Tempore Clark

Mayor Pro Tempore Clark advocated for staff to collect data for a future Council discussion regarding City parking and road standards, particularly in multifamily neighborhoods. She appreciates the Events staff for their work during the projects and activities during the past few weeks. She thanked Jeff Weber, Julie Bencomo, and Greg Stone for facilitating a CERT practice event. She is grateful to the people that donated to Tabitha's Way; City residents donated over 8,000 lbs. of food.

Councilmember Curtis

Councilmember Curtis said that he is concerned with the ramifications of reducing home-based vehicle parking standards but is open to a discussion on the item. He agreed with the need to discuss parking standards and the impact of narrow frontages on parking availability.

9. RECOGNITION

9.A. 2020 Outstanding Special Event for Silent Santa – Presented by LeAnn Powell, URPA Executive Director

Utah Recreation Parks Association Executive Director LeAnn Powell explained the nomination and voting process and presented the Events Department staff with an award for the Silent Santa event and applauded their creativity to provide an inclusionary event for children with sensory challenges and special needs.

9.B. 2020 Outstanding Department – Presented by LeAnn Powell, URPA Executive Director

Ms. Powell presented the Parks and Recreation Department staff with an award for outstanding department with the consideration of the quality and quantity of work performed by a limited number of staff members.

CONSENT AGENDA

10. AGREEMENTS

10.A. AGREEMENT – Approving a Deed of Conservation Easement.

11. CHANGE ORDERS

11.A. Lone Tree Traffic Signal Change Order #1 – B Jackson Construction

12. MINUTES

12.A. September 7, 2021 Minutes – Regular City Council Meeting

13. PRELIMINARY PLATS & SITE PLANS

13.A. SITE PLAN – Silverlake 32

MOTION: *Councilmember Burnham moved to approve the consent agenda, removing item 10.A. at the request of the applicant and removing item 13.A. and placing it as a scheduled item. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.*

13. PRELIMINARY PLATS & SITE PLANS

13.A. SITE PLAN – SilverLake 32

Senior Planner Tayler Jensen presented the item. The area is located within Area C of the SilverLake Master Development Plan and Agreement that was last amended in January 2013 and designated for single-family, patio, garden court, cluster, and multifamily development. The preliminary plat for SilverLake South was approved on October 1, 2019, and includes this area; however, multifamily developments require individual site plan approvals. The proposal includes a total of 91 lots located on approximately 9.92 acres with 33 cluster lots and 58 townhomes.

Although this approval is strictly for the SilverLake plat 32, many of the issues including parking, open space, and roads are shared with Plat 31 which was previously approved. With 91 units in plat 32, 31 guest parking stalls are required, and 27 guest parking stalls are provided, which is 4 stalls under this requirement. The total number of units in SilverLake 31 and 32 is 115 units which require 39 guest parking stalls; currently, 34 parking stalls are provided.

The proposed 40-foot-wide private right-of-way throughout the project, which includes 27 feet of pavement and 4 feet of sidewalks, would bring it to the local right-of-way standard minus ten feet of park strips. SilverLake 31 was approved with a 43-foot right-of-way which includes 5-foot sidewalks and 28 feet of pavement. The proposed total of 1.46 acres of open space to serve SilverLake 31 and 32 includes adding benches/picnic tables, 126 trees, a tot lot, and leaving property for the City to add a natural trail. Townhomes are subject to the design standards found in 17.72 of Eagle Mountain Municipal Code. Townhomes have been built throughout the SilverLake development utilizing identical elevations. The rear elevations do not include the same materials or features as front elevations and should be updated to include the same features as the front elevations since they are backing onto improved open space.

The Planning Commission recommended approval to the City Council of the SilverLake 32 site plan with the following conditions:

1. Collector road fencing consistent with existing collector road fencing in SilverLake shall be constructed along the rear and side lot lines of any unit that does or will abut Golden Eagle Road prior to issuance of a certificate of occupancy;
2. Four additional parking stalls shall be required for SilverLake 32 and/or five additional parking stalls shall be provided for SilverLake 31 and 32;
3. The amount of water-wise landscaping shall be increased by replacing the turf behind buildings, in park strips, and other areas that are not very useable as play areas;
4. Rear and side elevations shall include similar materials as the front elevations; and
5. The right-of-way shall be consistent with the 43-foot right-of-way requirements approved for Plat 31 including 5-foot sidewalks and 28 feet of pavement.

Mr. Jensen clarified that the guest parking is distributed throughout the multifamily units.

Councilmember Curtis requested the City verify that the required masonry wrapping from the front elevations to the sides of the units has been completed on the finished units as required per the terms of the master development agreement (MDA) and Municipal Code, as the townhome elevations presented had not been updated to include the masonry wrapping. He stated that he is frustrated that good faith has not been exercised by the developer through keeping the terms of the MDA resulting in the City being required to ensure the terms of the agreement are executed.

Assistant City Administrator/Community Development Director Steven Mumford explained that the SilverLake MDA includes example elevations with masonry wrapping; however, the language in the agreement does not address masonry wrapping. As such, he recommends including a condition in the motion to clarify that masonry wrapping is required for the units.

Discussion ensued regarding the masonry wrapping requirement for townhomes and single-family units in SilverLake, differences in the elevations in the MDA and the elevations of the developed units, and the desired requirement for masonry wrapping to include as a condition of approval.

Mr. Mumford explained that the open space amenity points requirement for SilverLake 32 was calculated based upon the entire SilverLake South development, and the full development exceeds the number of points required. The gravel trail will be for vehicular maintenance access rather than a part of the parks and open space amenities.

Councilmember Love expressed disappointment that this phase did not connect to the asphalt trail system but recognized the impact of the wash on trail connectivity.

Mr. Mumford stated that SilverLake Parkway will have eight-foot asphalt trails that will connect to Saratoga Springs. The road connections to Saratoga Springs are considered system improvements which will be completed by the City. Staff is drafting new policy for road reimbursements and payments to be presented to the Council.

City Attorney Jeremy Cook explained that the reimbursement agreement with the developer requires the dedication of the land for the roads but not improvement because the roads serve the system as a whole, rather than specifically this project. The City will develop the road once the proper width is determined and connectivity has been agreed upon with Saratoga Springs.

MOTION: *Councilmember Love moved to approve the site plan for SilverLake 32 with the following conditions:*

- 1. Collector road fencing consistent with existing collector road fencing in SilverLake shall be constructed along the rear and side lot lines of any unit that does or will abut Golden Eagle Road prior to issuance of a certificate of occupancy;*
- 2. Four additional parking stalls shall be required for SilverLake 32 and/or five additional parking stalls shall be provided for SilverLake 31 and 32;*
- 3. The amount of water-wise landscaping shall be increased by replacing the turf behind buildings, in park strips, and other areas that are not very useable as play areas;*
- 4. Rear and side elevations shall include similar materials as the front elevations;*
- 5. The right-of-way shall be consistent with the 43-foot right-of-way requirements approved for Plat 31 including five-foot sidewalks and 28 feet of pavement; and*
- 6. Eighteen inches of masonry shall wrap around to the side of the units as required by the master development agreement.*

Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.

SCHEDULED ITEMS

14. ORDINANCE

14.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Section 13.20.050 Rates and Fees.

Assistant to the City Administrator Evan Berrett presented the item. The proposal adds “Accounts for utility services shall be in the name of the property owner,” to EMMC 13.20.050 Rates and fees to facilitate the existing requirement that “each property connected to service shall be liable for the payment of all charges and each property owner accepts service on the terms required herein.” The primary objectives of the amendment are to enable Utility Billing staff to work directly with landlords to increase communication, reduce temporary service disruptions, prevent issues with unpaid bills when renters move away, and to retain up-to-date landlord contact information to help Neighborhood Improvement officers resolve issues faster and help landlords be aware of issues with their tenants or property.

The change of account ownership will require some changes to how accounts are managed through the implementation of a new landlord utility service agreement. Landlords who still wish to have tenants pay utility bills directly will sign an agreement authorizing this arrangement. Utility applications will include questions asking if the applicant is a property owner or tenant. The answer

will create paths of tasks or information requests as necessary. Staff will create a process to allow for landlords to receive the monthly bills in addition to the tenants.

The impacts for property owners and tenants will vary depending on preference. The property owners will be more involved in the billing of utilities, may need to provide or update contact information with the City, and/or will become liable for unpaid bills. Tenants may see landlords seeking to change rental contracts, see landlords taking ownership of utilities and increasing rent to compensate, and/or will not be able to start or stop services independently. The goal of the hybrid incentive method is to turn rental dwelling licensing into a system that landlords want to participate in. Billing in the landlord names solves issues with unpaid utility bills, greatly increasing general participation.

Mr. Berrett verified that the City would allow a six-month grace period to inform landlords and bring rental properties into compliance prior to full enactment of the requirements. The Planning Department staff has assisted with identifying rental properties to assist with notification efforts.

Councilmember Love expressed support of the program as the City should not be responsible for unpaid utilities and appreciates the plans for notification to the landlords when utilities go unpaid as the landlords have better mechanisms to collect the money.

Councilmember Curtis commended staff for their work and the program.

Mayor Pro Tempore Clark stated she is excited about the program and appreciates staff efforts; however, she expressed concern regarding the burden to renters that are unaware of the process when trying to sign up for utilities, resulting in residents going several days without water.

Mr. Berrett said that the City hopes for the nonstandard rental situations to improve; unfortunately, the City is unable to do much to intervene. The new online application process provides tenants information to assist them with navigating the process.

Discussion ensued regarding tenant responsibility in obtaining information regarding the City's utility process, the process eliminating more issues than it creates, and utilities potentially remaining active during the transition of tenants due to the utilities remaining in the landowner's name.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Section 13.50.050 Rates and Fees. Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.*

15. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Curtis

Councilmember Curtis apologized if he sounded accusatory during the SilverLake 32 discussion.

16. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Curtis

Councilmember Curtis said he will be attending a meeting with the American Legion in October and he was unable to attend the Library Advisory Board meeting but will review the notes.

Councilmember Burnham

Councilmember Burnham said things are going well with both the Senior Citizens Advisory Board and Planning Commission.

Mayor Pro Tempore

Mayor Pro Tempore Clark stated a Ham radio licensing exam will take place on Saturday 25th at the Spanish Fork County Fairgrounds as a part of a radio field day event. She requested to receive notifications regarding Youth Council meetings and activities as the Secondary Liaison. The City Council will be meeting with the Alpine School District on Thursday, September 23, 2021, at 7:30 a.m.

Councilmember Love

Councilmember Love said the Cemetery Advisory Board will be meeting next week. The Limitless Car Show is scheduled for October 9th and more information will be forthcoming. The Eagle Mountain Chamber of Commerce has a business after-hours event at Mountainland Technical College on October 14th.

17. COMMUNICATION ITEMS

17.A. Financial Report

17.B. Upcoming Agenda Items

MOTION: *Councilmember Burnham moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation, the purchase, lease, or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.*

The meeting was adjourned to closed session at 8:39 p.m.

18. ADJOURNMENT

MOTION: *Councilmember Curtis moved to adjourn at 9:22 p.m. Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.*

The meeting was adjourned at 9:19 p.m.

Approved by the City Council on October 5, 2021.

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

DRAFT



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the Second Amendment to the Fiscal Year 2021-2022 Budget.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

This is the second amendment to the Fiscal Year 2021-2022 budget and includes a request for increased funding in the General Fund of \$118,169 as well as the Capital Projects Fund in the amount of \$30,000.

Within the General Fund an additional 1 FTE is being requested in the Project Management/Facilities Division for an Emergency Specialist/Coordinator. The need for this position is to help with Emergency Management. This person will help keep the emergency operation plan up to date and functioning, apply for grants, plan exercises and trainings, creates and maintains relationships with new stakeholders that arrive in the community. Proposed funding for this position has been pro-rated through the end of the fiscal year. Additional funding in this division is also being requested to cover repairs to the fire sprinkling system at City Hall. Information Technology Services division is requesting additional funding to transition our current service model with Executech to include a 24/7 service desk for all employees to be able to access technical support. The proposed revenue source for the requested expenditures is sales

tax revenue that is coming in above projections.

Within the Capital Projects Fund an increase is being requested to fund the creation of a dog park area within the Pony Express Memorial Park. This project was reviewed with Council in September and recommend for funding. The proposed revenue source for this project is Park impact fees.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--FY 2022 Budget Amendment #2](#)

[FY 2022 Budget Amendment #2](#)

ORDINANCE NO. O- -2021

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH
AMENDING THE FISCAL YEAR 2021-2022 ANNUAL BUDGET
(SECOND AMENDMENT)**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend the budget for fiscal year 2021-2022; and

WHEREAS, the City Council finds that procedures for the amendments, pursuant to Section 10-6-127 of the Utah Code, Annotated have been followed, including a public hearing if budgetary funds are increasing;

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

1. The City Council finds that all required notices have been given and that a public hearing has been conducted, public comment received and considered and that the Council may consider and amend the budget of Eagle Mountain City as follows:

2. “FISCAL YEAR” means that year which began on the first day of July, 2021, and ends on the last day of June, 2022.

3. APPROPRIATIONS. The budget set and adopted by the City for the fiscal year is hereby amended and re-enacted with respect to the specific items set forth on Exhibit A hereto. From the effective date of this budget ordinance, as outlined in the attached Exhibit A, the several amounts stated therein as proposed expenditures shall be appropriated for the several objects and purposes therein named.

4. This Ordinance shall be effective for fiscal year 2021-2022.

ADOPTED by the City Council of Eagle Mountain City this 5th day of October, 2021.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
Director of Administrative Services/City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 5th day of October, 2021.

Those voting aye:

☐ Donna Burnham

☐ Melissa Clark

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

Those voting nay:

☐ Donna Burnham

☐ Melissa Clark

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

Fionnuala B. Kofoed, MMC

Director of Administrative Services/City Recorder

Posted on _____ by _____.

Exhibit A



Eagle Mountain City Budget Amendments for FY 2022

October 5, 2021

<u>Fund Name</u>		<u>Original Budget</u>	<u>Proposed Budget</u>	<u>Increase</u>	<u>Detail</u>	<u>Approval Date</u>
General Fund						
Special Events-Special Events Projects	10-18-41990-5856	\$ 65,000.00	\$ 90,000.00	\$ 25,000.00	Add funding for Beat the Heat Bonanza	7/21/2021
Attorney - Professional & Technical	10-11-41220-4531	\$ 15,000.00	\$ 17,250.00	\$ 2,250.00	Add funding for iWorQ software used in administrative code enforcement court	7/21/2021
Library-Grants.	10-18-45008-5795	\$ 15,000.00	\$ 27,000.00	\$ 12,000.00	State Library Grant American Rescue Plan funds for collection development	7/21/2021
Project Mngmt/Facilities	10-19-41950-1111	\$ 119,007.00	\$ 158,007.00	\$ 39,000.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1300	\$ 7,381.00	\$ 9,799.00	\$ 2,418.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1321	\$ 900.00	\$ 1,000.00	\$ 100.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1512	\$ 2,333.00	\$ 2,899.00	\$ 566.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1521	\$ 21,477.00	\$ 28,681.00	\$ 7,204.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1541	\$ 39,668.00	\$ 52,630.00	\$ 12,962.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1545	\$ 3,104.00	\$ 4,138.00	\$ 1,034.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1548	\$ 566.00	\$ 754.00	\$ 188.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-1561	\$ 886.00	\$ 1,148.00	\$ 262.00	1 FTE Emergency Specialist/Coordinator - Pro rated for remaining fiscal year.	
Project Mngmt/Facilities	10-19-41950-7211	\$ 218,170.00	\$ 232,605.00	\$ 14,435.00	Repairs to fire sprinkling system City Hall	
Information Technology	10-19-41955-4531	\$ 66,920.00	\$ 106,920.00	\$ 40,000.00	Increase funding for Executech service contract to include 24/7 Helpdesk	
Subtotal General Government:		<u>\$ 653,041.00</u>	<u>\$ 763,960.00</u>	<u>\$ 160,919.00</u>		
Enterprise Funds						
Water Fund - Capital Outlay	51-45-51000-7000	\$ 1,900,000.00	\$ 7,400,000.00	\$ 5,500,000.00	Add funding for new well and water storage tank and relocation of Well #1	7/21/2021
Subtotal Enterprise Funds:		<u>\$ 1,900,000.00</u>	<u>\$ 7,400,000.00</u>	<u>\$ 5,500,000.00</u>		
Capital Projects						
47-81-45100-7008		\$ -	\$ 30,000.00	\$ 30,000.00	Add funding for fencing & gravel parking area to create dog section @ Pony Express Memorial Park.	
Subtotal Capital Projects:		<u>\$ -</u>	<u>\$ 30,000.00</u>	<u>\$ 30,000.00</u>		
Total Increase (All Funds):		<u>\$ 2,553,041.00</u>	<u>\$ 8,193,960.00</u>	<u>\$ 5,690,919.00</u>		



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
OCTOBER 5, 2021**

TITLE:	AGREEMENT - Approving a Deed of Conservation Easement.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	NA		
APPLICANT:	Belle Street Partners, LLC - Scot Hazard		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Admin

PRESENTED BY:

City Attorney Jeremy Cook

RECOMMENDATION:

Staff recommends that the City Council approve the deed of conservation easement.

BACKGROUND:

The proposed deed of conservation easement is provided in conjunction with the Deer Haven development that is located south west of Cedar Pass Ranch and north of Lone Tree. The conservation easement will facilitate the migration of wildlife from one range area to another. The easement is intended to protect the property to remain open and undisturbed and to prevent any use of the property that may interfere with the conservation values.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Deed of Conservation Easement - J. Cook Clean Copy](#)

[Deed of Conservation Easement - Applicant Version w/ J. Cook Edits](#)

WHEN RECORDED, MAIL TO:
Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84043

DEED OF CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT ("**Easement**") is entered into by and between BELLE STREET PARTNERS, LLC ("**Grantor**") and EAGLE MOUNTAIN CITY ("**Grantee**") and shall be effective as of the date recorded in the Office of the Utah County Recorder. Grantor and Grantee may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- A. Grantor is the owner of the real property in Eagle Mountain City, Utah County, State of Utah, more particularly described in Exhibit A, attached hereto (the "**Property**").
- B. A portion of the Property (the "**Easement Property**") facilitates movement, foraging, breeding and dispersal of animals, birds, insects, and reptiles; permits wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another; and has other scenic, ecological and open space values (collectively the "**Conservation Values**"). The Easement Property is more particularly described in Exhibit B, attached hereto.
- C. The approximate location of the Easement Property is shown on the map attached hereto as Exhibit C. The Easement Property does not include the West Canyon Wash Area which area is shown as Parcel A and Parcel Bon Exhibit C (the "**Wash Area**"). The Wash Area is to be dedicated to Eagle Mountain City.
- D. Grantor desires and intends that the Conservation Values of the Easement Property be conserved and maintained and intends, by the recording of this Easement, to preserve and protect the Conservation Values of the Easement Property in perpetuity.
- E. Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Easement Property.
- F. Grantee is a political subdivision of the State of Utah and is qualified under Section 170(h) of the Internal Revenue Code to receive conservation easements for the purpose of the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, ecological and/or open space condition.
- G. Grantee agrees to honor the intentions of Grantor and to preserve and protect in perpetuity the Conservation Values of the Easement Property.
- H. The State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of the Utah Land Conservation Easement Act (the "**Act**") (Utah Code Ann.§§ 57-18-1 to 57-18-7).

- I. The Conservation Values of the Easement Property are recognized by the Act and Grantor intends to convey this Easement under the statutory provisions of the Act and other applicable provisions of Utah statutory and common law.
- J. In accordance with Utah Code Ann. § 57-18-4(4), Grantor is aware of the types of conservation easements and the legal effect and has consulted with an attorney with respect to the implications of granting this Easement.
- K. The parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Conservation Values of the Easement Property.

EASEMENT AGREEMENT

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. 57-18-1 et seq., Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement. This Easement is made over and across the Easement Property to facilitate movement, foraging, breeding and dispersal of animals, birds, insects, and reptiles; to permit wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another; and to preserve other scenic, ecological and open space values of the Easement Property.

This easement shall forever bind Grantor and Grantor's successors in ownership and use of the Easement Property as well as Grantee and any qualified successor of Grantee. This easement is granted in perpetuity and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein.

SECTION I – PURPOSE

The purpose of this Easement is to enable the Easement Property to remain forever open protecting in perpetuity its natural and ecological value, its scenic open and undisturbed character, and its wildlife values, preventing any use of the Easement Property that may materially impair or interfere with its Conservation Values.

SECTION II - RIGHTS OF GRANTEE

A. Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, all other rights and remedies available to Grantee:

- i. To prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Easement Property that is inconsistent with maintaining the property predominantly in a

natural, scenic, or open condition for wildlife habitat and to require of Grantor or third persons the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use;

- ii. Upon two (2) business days prior notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property as restricted by this Easement, to enter upon the Easement Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than twice annually;
- iii. To enter onto the Easement Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Easement Property, if possible, or as soon thereafter as is reasonably practical;
- iv. To obtain injunctive and other equitable relief against any violations, including restoration of the Easement Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law);
- v. To enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure.

B. Right of Entry to Certain Third Parties. Grantee's right to entry upon the Easement Property, as outlined in this Section II, shall extend to agents of the Utah Division of Wildlife Resources, the Eagle Mountain Nature and Wildlife Alliance, and any other similar organization who has a vested interest in preserving the Conversation Values of the Easement Property.

SECTION III - EASEMENT PROPERTY USES AND RESTRICTIONS

Use of the Easement Property by the Grantor shall be subject to the following conditions and restrictions.

A. Construction of Structures. No homes, accessory buildings, barns, sheds, enclosures, or other above-ground structures may be constructed on the Easement Property.

B. Recreational Amenities. No recreational amenities, including, but not limit to, trampolines, swimming pools, swing sets, hot tubs, pergolas, ponds or riding rinks may be constructed on the Easement Property.

C. Hard Surface. Except for a driveway for the primary residence, no concrete or

asphalt driveways or parking pads may be constructed on the Easement Property.

D. Storage of Materials. No materials may be temporarily or permanently parked or stored on the Easement Property, including, but not limited to, shipping containers, trailers, campers, vehicles, equipment, or construction materials. Grantor may store hay or other feed for animals on the Easement Property.

E. Mule Deer Migration Season and Nesting Season. Mule deer migration season refers to the time of year the mule deer migrate between their winter and summer ranges and occurs between March 15th and April 30th and December 1st through January 15th annually. Nesting season refers to the period of the year in which birds are building nests and raising young and occurs between March 15th and July 31st annually (together the "**Restricted Seasons**"). The following uses shall not be permitted on the Easement Property during the Restricted Seasons:

- i. Construction of any kind, including the construction of trails and/or fences, unless construction area will not impede migration or nesting during the proposed construction period.
- ii. Off-leash dogs, cattle or other animals that have the potential to scare mule deer or interfere with bird nesting.

F. Fences.

- i. Wildlife Impermeable Fencing. Wildlife impermeable fencing is prohibited on the Easement Property or on the sides of the Easement Property that connect to other portions of the Easement Property or open space. Wildlife impermeable fencing is defined as a fence or wall, other than a retaining wall, that prevents various species of wildlife from freely passing through with little or no interference. Except for gates and associated gate support components, a fence or wall that is higher than 8 feet above grade, inclusive of any wire strands placed above a top rail of a fence or wall, is considered impermeable fencing.
- ii. Wildlife Permeable Fencing. Wildlife permeable fencing is permitted on the Easement Property. Wildlife permeable fencing refers to a wildlife-friendly fence visible to wildlife, allows wildlife to jump over or crawl under, and provides wildlife access to essential habitats and travel corridors. Wildlife permeable fencing has the following characteristics: (1) Uses a rail, high-visibility wire, flagging, or other visual markers for the top; (2) Smooth wire or rounded rail for the top and bottom; (3) Height of top rail or wire should be 42 inches or less from grade; (4) At least 12 inches or more between the top two wires; (5) At least 16 inches between the bottom wire or rail and grade; (6) Posts at a minimum of 16-foot intervals; and (7) Gates, dropdowns, removable fence sections, or other passages where animals congregate and cross.
- iii. Recorded Covenants, Conditions, and Restrictions (CC&Rs). All fences shall comply with any and all CC&Rs recorded against the Easement Property.

G. Vegetation. Residential landscaping is permitted on the Easement Property. Native vegetation shall be retained and protected wherever possible on non-landscaped portions of the Easement Property. Native, drought-tolerant vegetation is permitted.

H. Underground Utility Construction. The construction of underground utility lines involving installation, maintenance, or repair shall be subject to the following criteria: (1) Trenches of no more than 115 feet in length at the construction area are to be opened at one time; (2) During periods when active construction is not occurring, trenches shall be covered to prevent wildlife access, surrounded by temporary fencing, or include escape ramps; (3) Where consistent with safety and space consideration, excavated material is to be placed on the uphill side of trenches; (4) Trench dewatering devices shall discharge in a manner which will not adversely affect flowing streams, drainage systems, or off-site property; and (5) Disturbed areas are to be replanted with native vegetation to resemble their native state prior to construction.

I. Trails. Nature trails are permitted on the Easement Property and may be open to public use. Such trails shall not be paved and are to be a single-track dirt trail, with an unobstructed width of 15 feet (i.e. no fencing or other impediments within the 15 feet). The construction and placement of the trails shall mitigate as best as possible any negative impact on or restrictions of the needs of wildlife or any deterrence of wildlife from utilizing the area. No motorized vehicles shall be allowed on the trail and signs shall be posted to notify trail users of this restriction.

SECTION IV - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Easement Property, whether precipitated by Grantor or by a third party, Grantee shall notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity which potentially or actually violates the terms or intent of this Easement. Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Easement Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. The cost of such corrections, including Grantee's expenses, court costs, and attorney's fees, shall be paid by Grantor. In the event Grantor is found not in violation of this Easement, then Grantor's attorney's fees shall be paid by Grantee.

B. Force Majeure. Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Easement Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Easement Property caused by such events or the efforts to prevent, abate, or mitigated any damage caused by such events.

C. Injunctive and Other Relief. In the event Grantor undertakes or causes to be

undertaken any activity in violation or potential violation of the terms of this Easement, Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Easement Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and/or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

D. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

E. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

SECTION V - COSTS, TAXES and FEES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION VI - INDEMNITY

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Easement Property, and agrees to indemnify Grantee and its successors and assigns against all claims and obligations arising from the operation, upkeep, and maintenance of the Easement Property except liability for personal injury or property damage caused solely by the negligence or intentional conduct of the Grantee.

SECTION VII - ASSIGNMENT OF EASEMENT

Grantee may transfer or assign its interest in this Easement and the Easement Property. Provided, however, Grantee may not transfer or assign its interest except to a "qualified organization" (within the meaning of Section 170(h)(3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement.

SECTION VIII - BASELINE DOCUMENTATION REPORT

A Baseline Documentation Report of the Easement Property is attached hereto as Exhibit D. The parties acknowledge that this collection of baseline data contains an accurate representation of the Easement Property's condition and natural resources as of the date of the recording of this Easement in accordance with Treasury Regulation 1.170A-14(g)(5)(I). The parties agree that any subsequent updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and recorded as an amendment to this Easement. The parties acknowledge that an inventory of baseline data relating to the Easement Property has been completed by competent professionals familiar with the Easement Property. Copies of this inventory of baseline data and any subsequent updates to the Baseline Documentation Report are on file in Grantees' offices.

Notwithstanding the foregoing, should a future controversy arise over the biological and/or physical condition of the Easement Property, the parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy.

SECTION IX - SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

Grantor and Grantee agree that the conveyance of this Easement creates an Easement Property right immediately vested in Grantee. Grantee's property right in this Easement shall be based on the condition and improvements on the Easement Property at the time the Easement is established, and this condition shall be documented as referred to in Section VIII, above. For purposes of this Section, the property right shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Easement Property as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(I) or any subsequent revision to that section of the IRS Code, or extinguishment of a portion of Grantee's rights under this Easement, Grantee on a subsequent sale, exchange, conveyance, or involuntary conversion of the Easement Property or a portion of the Easement Property shall be entitled to a portion of the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of Grantee's property rights shall follow Treasury Regulation Section 1.170.

Whenever all or part of the Easement Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall and Grantee may join in appropriate actions to recover the full value of the Easement Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Easement Property, as provided in the first paragraph of this Section.

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Easement Property (including any leasehold interest) is conveyed. Grantor agrees to provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent

owners. In the event Grantor elects to sell the Easement Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION X - AMENDMENTS

Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code and the laws of the State of Utah. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant Conservation Values of the Easement Property. Any such amendment shall be filed in the Office of the Utah County Recorder.

SECTION XI - MISCELLANEOUS PROVISIONS

A. **Partial Invalidity.** If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. **Enforcement.** Failure by either Party to exercise its rights under this Easement in the event of any breach shall not be deemed or construed to be a waiver of the Party's rights hereunder as to that breach or any subsequent breach.

C. **"Grantor" and "Grantee".** The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its successors and assigns. The term "Grantee", as used in this Easement and any pronouns used in place thereof shall mean the above-named Grantee, and its successors and assigns.

D. **Subdivision of the Easement Area.** The Easement Area may, upon mutual agreement of the Parties, be subdivided into separate parcels of land, or may be included in larger separate parcels of land. Any subdivision or re-platting of the Easement Area shall in no way affect the enforceability of this Easement and this Easement shall apply to all subdivided or re-platted parcels that comprise the Easement Area.

E. **Titles.** Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

F. **Liberal Construction.** This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Easement Property, and in accordance with the Act. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting Party shall be employed in interpreting this Easement.

G. Successors. This Easement is binding upon and will inure to the benefit of Grantor's and Grantee's heirs, successors in interest and assigns. All subsequent owners of the Easement Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

J. Compliance With Law. All uses and practices permitted by this Easement, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date this Easement is recorded in the Office of the Utah County Recorder.

L. Merger. The Parties intend that this Easement will not merge. It being the intent of the Parties that the Easement never be extinguished but remain in full force enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions, regardless of who holds title to the underlying fee interest.

M. Change of Conditions. The fact that any use of the Easement Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes are not to be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Easement Property hereafter shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected thereby.

O. Notification. Any notice, demand, requests, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid addressed as follows:

To Grantor:	Belle Street Partners, LLC
	3688 E Campus Drive, Ste 100
	Eagle Mountain, UT 84005

IN WITNESS WHEREOF, the Grantee has executed this Conservation Easement agreement as of this _____ day of _____, 2021.

GRANTEE
EAGLE MOUNTAIN CITY
A Political Subdivision of the State of Utah

By: _____

Its: _____

Exhibit A
Property Description

All of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point, said point being the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence N89°15'15"W 1,333.65 feet along the Section line to the 1/16 Section line; thence N00°46'25"E 1,302.25 feet along the 1/16 Section line; thence S88°56'19"E 1,334.26 feet along the 1/16 Section line to a point on the Section line; thence S00°48'00"W 1,294.91 feet along the Section line to the point of beginning.

Contains: 1,732,236 square feet or 39.77 acres+/-

Parcel Number: 58:047:0017

Exhibit B
Easement Property Description

Easement Property South of Wash Area:

A part of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point, said point being the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence N89°15'15"W 330.00 feet along the Section line; thence N00°48'00"E 1,100.50 feet; thence S58°06'29"W 550.24 feet; thence along the arc of a curve to the right with a radius of 430.00 feet a distance of 472.99 feet through a central angle of 63°01'28" Chord: S89°37'14"W 449.51 feet; thence N58°52'02"W 106.07 feet to a point on the 1/16 Section line; thence N00°46'25"E 125.35 feet along the 1/16 Section line; thence S74°57'38"E 399.64 feet; thence N48°36'42"E 629.48 feet to a point on the 1/16 Section line; thence S88°56'19"E 480.33 feet along the 1/16 Section line to a point on the Section line; thence S00°48'00"W 1,294.91 feet along the Section line to the point of beginning.

Contains: 631,355 square feet or 14.49 acres+/-

AND

Easement Property North of Wash Area:

A part of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point N00°48'00"E 1,294.91 feet along the Section line and N88°56'19"W 554.41 feet from the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S48°36'42"W 547.99 feet; thence N74°57'38"W 385.52 feet to a point on the 1/16 Section line; thence N00°46'25"E 205.51 feet along the 1/16 Section line; thence S58°52'02"E 299.37 feet; thence along the arc of a curve to the left with a radius of 100.00 feet a distance of 110.00 feet through a central angle of 63°01'28" Chord: N89°37'14"E 104.54 feet; thence N58°06'29"E 401.90 feet to a point on the 1/16 Section line; thence S88°56'19"E 78.67 feet along the 1/4 Section line to the point of beginning.

Contains: 97,129 square feet or 2.23 acres+/-

Exhibit C
Easement Property Map

Exhibit D
Baseline Documentation Report

WHEN RECORDED, MAIL TO:
Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84043

DEED OF CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT ("**Easement**") is entered into by and between BELLE STREET PARTNERS, LLC ("**Grantor**") and EAGLE MOUNTAIN CITY ("**Grantee**") and shall be effective as of the date recorded in the Office of the Utah County Recorder. Grantor and Grantee may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- A. Grantor is the owner of the real property in Eagle Mountain City, Utah County, State of Utah, more particularly described in Exhibit A, attached hereto (the "**Property**").
- B. A portion of the Property (the "**Easement Property**") facilitates movement, foraging, breeding and dispersal of animals, birds, insects, and reptiles; permits wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another; and has other scenic, ecological and open space values (collectively the "**Conservation Values**"). The Easement Property is more particularly described in Exhibit B, attached hereto.
- C. The approximate location of the Easement Property is shown on the map attached hereto as Exhibit C. The Easement Property does not include the West Canyon Wash Area which area is shown as Parcel A and Parcel B on Exhibit C (the "**Wash Area**"). The Wash Area is to be dedicated to Eagle Mountain City.
- D. Grantor desires and intends that the Conservation Values of the Easement Property be conserved and maintained and intends, by the recording of this Easement, to preserve and protect the Conservation Values of the Easement Property in perpetuity.
- E. Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Easement Property.
- F. Grantee is a political subdivision of the State of Utah and is qualified under Section 170(h) of the Internal Revenue Code to receive conservation easements for the purpose of the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, ecological and/or open space condition.
- G. Grantee agrees to honor the intentions of Grantor and to preserve and protect in perpetuity the Conservation Values of the Easement Property.

H. The State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of the Utah Land Conservation Easement Act (the "**Act**") (Utah Code Ann. § 57-18-1 to 57-18-7).

I. The Conservation Values of the Easement Property are recognized by the Act and Grantor intends to convey this Easement under the statutory provisions of the Act and other applicable provisions of Utah statutory and common law.

I.J. In accordance with Utah Code Ann. § 57-18-4(4), Grantor is aware of the types of conservation easements and the legal effect and has consulted with an attorney with respect to the implications of granting this Easement.

J.K. The parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Conservation Values of the Easement Property.

EASEMENT AGREEMENT

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 et seq., Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement. This Easement is made over and across the Easement Property to facilitate movement, foraging, breeding and dispersal of animals, birds, insects, and reptiles; to permit wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another; and to preserve other scenic, ecological and open space values of the Easement Property.

This easement shall forever bind Grantor and Grantor's successors in ownership and use of the Easement Property as well as Grantee and any qualified successor of Grantee. This easement is granted in perpetuity and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Easement Property to remain forever open protecting in perpetuity its natural and ecological value, its scenic open and undisturbed character, and its wildlife values, preventing any use of the Easement Property that may materially impair or interfere with its Conservation Values.

SECTION II - RIGHTS OF GRANTEE

A. Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, all other rights and remedies available to Grantee:

- i. To prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Easement Property that is inconsistent with maintaining the property predominantly in a natural, scenic or open condition for wildlife habitat, the purpose of this Easement, and to require of Grantor or third persons the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use;
- ii. Upon two (2) business days prior notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property as restricted by this Easement, to enter upon the Easement Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than twice annually;
- iii. To enter onto the Easement Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Easement Property, if possible, or as soon thereafter as is reasonably practical;
- iv. To obtain injunctive and other equitable relief against any violations, including restoration of the Easement Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law);
- v. To enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure.

B. Right of Entry to Certain Third Parties. ~~The~~ Grantee's right to entry upon the Easement Property, as outlined in this Section II, shall extend to agents of the Utah Division of Wildlife Resources, the Eagle Mountain Nature and Wildlife Alliance, and any other similar organization who has a vested interest in preserving the Conversation Values of the Easement Property

SECTION III – EASEMENT PROPERTY USES AND RESTRICTIONS

Use of the Easement Property by the Grantor shall be subject to the following conditions and restrictions. ~~If a use of the Easement Property is not specifically prohibited herein, such use is permitted unless the use violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or otherwise violates any law, local ordinance, or recorded covenant, condition, or restriction.~~

A. Construction of Structures. No homes, accessory buildings, barns, sheds, enclosures, or other above-ground structures or other structures that require footings may be constructed on the Easement Property. ~~Structures that do not require footings may be constructed.~~

B. Recreational Amenities. No recreational amenities, including, but not limited to, trampolines, swimming pools, swing sets, hot tubs, pergolas, ponds, or riding rinks may be constructed on Easement Property.

C. Hard Surface. Except for a driveway for the primary residence, no concrete or asphalt driveways or parking pads may be constructed on the Easement Property.

A-D. Storage of Materials. No materials may be temporarily or permanently parked or stored on the Easement Property, including, but not limited to, shipping containers, trailers, campers, vehicles, equipment, or construction materials. Grantor may store hay or other feed for animals on the Easement Property.

E. Construction During Mule Deer Migration Season and Nesting Season. ~~No construction of any kind, including the construction of trails and/or fences, is permitted during the mule deer migration season and the nesting season unless the Grantor has obtained certification from the Utah Division of Wildlife Resources that the construction area will not impede migration or nesting during the proposed construction period.~~ Mule deer migration season refers to the time of year the mule deer migrate between their winter and summer ranges and occurs between March 15th and April 30th and December 1st through January 15th annually. Nesting season refers to the period of the year in which birds are building nests and raising young and occurs between March 15th and July 31st annually (together the "Restricted Seasons"). The following uses shall not be permitted on the Easement Property during the Restricted Seasons:

i. Construction of any kind, including the construction of trails and/or fences, unless construction area will not impede migration or nesting during the proposed construction period.

B.ii. Off-leash dogs, cattle, or other animals that have the potential to scare mule deer or interfere with bird nesting.

G-F. Fences.

i. Wildlife Impermeable Fencing. Wildlife impermeable fencing is prohibited on the Easement Property or on the sides of the Easement Property that connect to other portions of the Easement Property or open space. ~~except along the perimeter of the Easement Property, where it is encouraged.~~ Wildlife impermeable fencing is defined as a fence or wall, other than a retaining wall, that prevents various species of wildlife from freely passing through with little or no interference. Except for gates and associated gate support components, a fence or wall that is higher than 8 feet above grade, inclusive of any wire strands placed above a top rail of a fence or wall, is considered impermeable fencing.

ii. Wildlife Permeable Fencing. Wildlife permeable fencing is permitted on the Easement Property. Wildlife permeable fencing refers to a wildlife-friendly fence visible to wildlife, allows wildlife to jump over or crawl under, and provides wildlife access to essential habitats and travel corridors. Wildlife permeable fencing has the following characteristics: (1) Uses a rail, high-visibility wire, flagging, or other visual markers for the top; (2) Smooth wire or rounded rail for the top and bottom; (3) Height of top rail or wire should be 42 inches or less from grade; (4) At least 12 inches or more between the top two wires; (5) At least 16 inches between the bottom wire or rail and grade; (6) Posts at a minimum of 16-foot intervals; and (7) Gates, dropdowns, removable fence sections, or other passages where animals congregate and cross.

ii.iii. Recorded Covenants, Conditions, and Restrictions (CC&Rs). All fences shall comply with any and all CC&Rs recorded against the Easement Property.

D.G. Vegetation. Residential landscaping is permitted on the Easement Property. Native vegetation shall be retained and protected wherever possible on non-landscaped portions of the Easement Property. Native, drought-tolerant vegetation is permitted.

E.H. Underground Utility Construction. The construction of underground utility lines involving installation, maintenance, or repair shall be subject to the following criteria: (1) Trenches of no more than 115 feet in length at the construction area are to be opened at one time; (2) During periods when active construction is not occurring, trenches shall be covered to prevent wildlife access, surrounded by temporary fencing, or include escape ramps; (3) Where consistent with safety and space consideration, excavated material is to be placed on the uphill side of trenches; (4) Trench dewatering devices shall discharge in a manner which will not adversely affect flowing streams, drainage systems, or off-site property; and (5) Disturbed areas are to be replanted with native vegetation to resemble their native state prior to construction.

F.I. Trails. Nature trails are permitted on the Easement Property and may be open to public use. Such trails shall not be paved and are to be a single-track dirt trail, with an unobstructed width of 15 feet (i.e. no fencing or other impediments within the 15 feet). The construction and placement of the trails shall mitigate as best as possible any negative impact on or restrictions of the needs of wildlife or any deterrence of wildlife from utilizing the area. No motorized vehicles shall be allowed on the trail and signs shall be posted to notify trail users of this restriction.

SECTION IV - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Easement Property, whether precipitated by Grantor or by a third party, Grantee shall notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity which

potentially or actually violates the terms or intent of this Easement. Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Easement Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. The cost of such corrections, including Grantee's expenses, court costs, and attorney's fees, shall be paid by Grantor. In the event Grantor is found not in violation of this Easement, then Grantor's attorney's fees shall be paid by Grantee.

B. Force Majeure. Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Easement Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Easement Property caused by such events or the efforts to prevent, abate, or mitigated any damage caused by such events.

C. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement, Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Easement Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and/or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

D. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

E. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

SECTION V – COSTS, TAXES and FEES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION VI - INDEMNITY

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Easement Property, and agrees to indemnify Grantee and its successors and assigns against all claims and obligations arising from the operation, upkeep, and maintenance of the Easement Property except liability for personal injury or property damage caused solely by the negligence or intentional conduct of the Grantee.

SECTION VII - ASSIGNMENT OF EASEMENT

Grantee may transfer or assign its interest in this Easement and the Easement Property. Provided, however, Grantee may not transfer or assign its interest except to a "qualified organization" (within the meaning of Section 170(h)(3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement.

SECTION VIII – BASELINE DOCUMENTATION REPORT

A Baseline Documentation Report of the Easement Property is attached hereto as Exhibit D. The parties acknowledge that this collection of baseline data contains an accurate representation of the Easement Property's condition and natural resources as of the date of the recording of this Easement in accordance with Treasury Regulation 1.170A-14(g)(5)(I). The parties agree that any subsequent updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and recorded as an amendment to this Easement. The parties acknowledge that an inventory of baseline data relating to the Easement Property has been completed by competent professionals familiar with the Easement Property. Copies of this inventory of baseline data and any subsequent updates to the Baseline Documentation Report are on file in the Grantees' offices.

Notwithstanding the foregoing, should a future controversy arise over the biological and/or physical condition of the Easement Property, the parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy.

SECTION VIII IX - SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

Grantor and Grantee agree that the conveyance of this Easement creates an Easement Property right immediately vested in Grantee. Grantee's property right in this Easement shall be based on the condition and improvements on the Easement Property at the time the Easement is established. For purposes of this Section, the property right shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Easement Property as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(I) or any subsequent revision to that section of the IRS Code, or extinguishment of a portion of Grantee's rights under this Easement, Grantee on a subsequent sale, exchange, conveyance, or involuntary conversion of the Easement Property or a portion of the Easement Property shall be entitled to a portion of

the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of Grantee's property rights shall follow Treasury Regulation Section 1.170.

Whenever all or part of the Easement Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall and Grantee may join in appropriate actions to recover the full value of the Easement Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Easement Property, as provided in the first paragraph of this Section.

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Easement Property (including any leasehold interest) is conveyed. Grantor agrees to provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Easement Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION IX - AMENDMENTS

Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code and the laws of the State of Utah. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant Conservation Values of the Easement Property. Any such amendment shall be filed in the Office of the Utah County Recorder.

SECTION XI - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Failure by either Party to exercise its rights under this Easement in the event of any breach shall not be deemed or construed to be a waiver of the Party's rights hereunder as to that breach or any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and

its successors and assigns. The term "Grantee", as used in this Easement and any pronouns used in place thereof shall mean the above-named Grantee, and its successors and assigns.

D. Subdivision of the Easement Area. The Easement Area may, upon mutual agreement of the Parties, be subdivided into separate parcels of land, or may be included in larger separate parcels of land. Any subdivision or re-platting of the Easement Area shall in no way affect the enforceability of this Easement and this Easement shall apply to all subdivided or re-platted parcels that comprise the Easement Area.

E. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

F. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Easement Property, and in accordance with the Act. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting Party shall be employed in interpreting this Easement.

G. Successors. This Easement is binding upon and will inure to the benefit of Grantor's and Grantee's heirs, successors in interest and assigns. All subsequent owners of the Easement Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

J. Compliance With Law. All uses and practices permitted by this Easement, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date this Easement is recorded in the Office of the Utah County Recorder.

L. Merger. The Parties intend that this Easement will not merge. It being the intent of the Parties that the Easement never be extinguished but remain in full force enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions, regardless of who holds title to the underlying fee interest.

M. Change of Conditions. The fact that any use of the Easement Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes are not to be considered circumstances sufficient to terminate this Easement,

in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Easement Property hereafter shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected thereby.

O. Notification. Any notice, demand, requests, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid addressed as follows:

To Grantor: Belle Street Partners, LLC
3688 E Campus Drive, Ste 100
Eagle Mountain, UT 84005

To Grantee: Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84043

Or to such other address as any of the above parties from time to time shall designate by written notice to the others.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR
BELLE STREET PARTNERS, LLC
 a Utah limited liability company

Its: _____

On the ____ day of _____, 2021, personally appeared before me _____, who by me being duly sworn, did say that he/she is a representative of Belle Street Partners, LLC, and that he/she is authorized to execute this Easement.

11

IN WITNESS WHEREOF, the Grantee has executed this Conservation Easement agreement as of this ____ day of _____, 2021.

GRANTEE
EAGLE MOUNTAIN CITY
a political subdivision of the State of Utah

By: _____

Its: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2021, personally appeared before me _____, who by me being duly sworn, did say that he/she is a representative of Eagle Mountain City and that he/she is authorized to execute this Easement.

Notary Public

Exhibit A
Property Description

All of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point, said point being the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence N89°15'15"W 1,333.65 feet along the Section line to the 1/16 Section line; thence N00°46'25"E 1,302.25 feet along the 1/16 Section line; thence S88°56'19"E 1,334.26 feet along the 1/16 Section line to a point on the Section line; thence S00°48'00"W 1,294.91 feet along the Section line to the point of beginning.

Contains: 1,732,236 square feet or 39.77 acres+/-

Parcel Number: 58:047:0017

Exhibit B
Easement Property Description

Easement Property South of Wash Area:

A part of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point, said point being the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence N89°15'15"W 330.00 feet along the Section line; thence N00°48'00"E 1,100.50 feet; thence S58°06'29"W 550.24 feet; thence along the arc of a curve to the right with a radius of 430.00 feet a distance of 472.99 feet through a central angle of 63°01'28" Chord: S89°37'14"W 449.51 feet; thence N58°52'02"W 106.07 feet to a point on the 1/16 Section line; thence N00°46'25"E 125.35 feet along the 1/16 Section line; thence S74°57'38"E 399.64 feet; thence N48°36'42"E 629.48 feet to a point on the 1/16 Section line; thence S88°56'19"E 480.33 feet along the 1/16 Section line to a point on the Section line; thence S00°48'00"W 1,294.91 feet along the Section line to the point of beginning.

Contains: 631,355 square feet or 14.49 acres+/-

And

Easement Property North of Wash Area:

A part of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point N00°48'00"E 1,294.91 feet along the Section line and N88°56'19"W 554.41 feet from the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S48°36'42"W 547.99 feet; thence N74°57'38"W 385.52 feet to a point on the 1/16 Section line; thence N00°46'25"E 205.51 feet along the 1/16 Section line; thence S58°52'02"E 299.37 feet; thence along the arc of a curve to the left with a radius of 100.00 feet a distance of 110.00 feet through a central angle of 63°01'28" Chord: N89°37'14"E 104.54 feet; thence N58°06'29"E 401.90 feet to a point on the 1/16 Section line; thence S88°56'19"E 78.67 feet along the 1/4 Section line to the point of beginning.

Contains: 97,129 square feet or 2.23 acres+/-

Exhibit C
Easement Property Map

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

Coyote Run Preliminary Plat
Eagle Crest Phase A (Sage Park Business Park) Preliminary Plat and Master Site Plan
Eagle Mountain Medical Office Building Concept Plan
Eagle Quest Rezone, Master Development Plan, and Preliminary Plat
Eagle's Nest Concept Plan
Fire Station 251 Rezone
Lone Tree 3 Concept Plan
Mochila Saloon RTI Overlay Rezone
Mountain America Credit Union Concept Plan
Oquirrh Mountain Ranch Phase B MDP Amendment and Preliminary Plat
Pole Canyon NPA-17 General Plan Amendment, Rezone, MDP, and Preliminary Plat
Porters Crossing Retail Center Concept Plan
Rezone of Properties in Expired MDAs
Scenic Estates General Plan Amendment and Rezone
Skyline Ridge Phase 6 Concept Plan and Extension Request
Spring Run Phase D Master Development Plan Amendment and Amended Preliminary Plat
Tagg N Go Concept Plan
Transportation Master Plan

Code Amendments

Animal Code
Commercial Vehicle Parking
Community District Node Overlay
Detached Accessory Dwelling Units
Driveway Width Restriction
Expiration of Applications
Flags and Flagpoles
General Plan Land Use Adjacency Updates
Industrial Zone
Landlord Licensing / Accessory Apartments
Landscape Completion
Multifamily Amenities Distance Requirements
Rezone Redesignations
Shooting Range Ordinance
Wash Protection Overlay Zone