



EAGLE MOUNTAIN CITY COUNCIL MEETING

September 03, 2019, 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.

2. **AGENDA REVIEW**

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

3. **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.)

4. **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

5. **CALL TO ORDER**

6. **PLEDGE OF ALLEGIANCE**

7. **INFORMATION ITEMS/UPCOMING EVENTS**

8. **CITY COUNCIL/MAYOR’S ITEMS**

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

9. **PROCLAMATION**

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.

- 9.A. MOTION - A Proclamation Declaring September 2019 to be Family Meals Month.

BACKGROUND: (Presented by Staff) This proclamation encourages residents to have family meals at least three times per week.

[Family Meals Month Proclamation](#)

[TeamTaco Shirt Design](#)

[Pizza Shirt 1](#)

10. APPOINTMENTS

- 10.A. Military and Veterans Board
Dan Heuser
John Love
Barry McLerran
Corbett Douglas
Jeff Ruth

CONSENT AGENDA

11. CHANGE ORDERS

- 11.A. 2018 Traffic Signal Project Change Order #2 - Hunt Electric
Motion to approve.

12. PRELIMINARY PLAT & SITE PLAN

- 12.A. SilverLake Elementary School Site Plan

BACKGROUND: (Presented by Planning Manager Mike Hadley) The proposed SilverLake elementary school site is comprised of 10.84 acres located on the south end of the SilverLake Master Development off SilverLake Pkwy and Golden Eagle Dr.

[School Elevations](#)

[School Site Plan](#)

13. MINUTES

- 13.A. August 20, 2019 Minutes - Regular Meeting
Motion to approve.
[08.20.2019 City Council Minutes - DRAFT](#)
- 13.B. August 27, 2019 Minutes - Joint City Council Work Session
Motion to approve.

- 13.C. August 27, 2019 Minutes - Board of Canvassers
Motion to approve.
[08.27.2019 City Council Minutes - DRAFT](#)

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

- 14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.48 Regional Technology and Industry Overlay Zone.

BACKGROUND: (Presented by Community Development Director Steve Mumford) The proposed amendment adds an allowed use to the RTI Overlay Zone specific to food processing, packaging, and manufacturing.

[Proposed Amendments to 17.48 RTI Overlay
ORD--RTI Overlay Zone Amendment.doc](#)

- 14.B. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City General Plan Master Transportation Plan.

BACKGROUND: (Presented by Community Development Director Steve Mumford) The proposed amendment includes adjustments to road locations in the Tech Campus, West End, and South Town areas of the City, mainly to improve economic development opportunities.

[Proposed Transportation Master Plan
Proposed Land Use Map
Proposed Land Use & Annex
Existing Future Land Use Plan
Existing Annexation with Future Land Use Map
Existing Future Transportation Map
ORD--Master Transportation Plan Amendment.doc](#)

15. CEDAR FARMS

- 15.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah Rezoning Cedar Farms from Agriculture to the RA2 Residential Zone.

BACKGROUND: (Presented by Planning Manager Mike Hadley) The proposed application rezones a 5.47-acre parcel along Lake Mountain Road from Agriculture to the RA2 Residential

Zone.

[Eagle Mountain 2018 General Plan Future Land Use Map](#)
[Sunset Flats Master Plan - Approved for Website](#)
[ORD--Cedar Farms Rezone.doc](#)

15.B. Cedar Farms Preliminary Plat

BACKGROUND: (Presented by City Staff) The proposed Cedar Farms preliminary plat is for a two-lot subdivision with a 2.5-acre minimum lot size. The property is located on Lake Mountain Road.

[Cedar Farms Preliminary Plat](#)

16. **MOTION**

16.A. Gateway Phase 3 Blasting Permit

BACKGROUND: (Presented by City Engineer Chris Trusty) Rocking P Blasting plans to conduct drilling and blasting at the Gateway Park, Phase 3 project. Production blasting would be intermittent throughout September. The project would consist of approximately 5 occurrences to break rock for trenching of utilities. The estimated maximum explosives will be 150 holes.

[Blasting Permit Application](#)

[Eagle Mountain Application Cover Letter](#)

[Eagle Mountain Liability Insurance](#)

[Employee Possessor](#)

[Federal Explosives License](#)

[Gateway Map](#)

[Letter](#)

[UFA Signed Application Gateway P3](#)

17. **AGREEMENTS**

17.A. AGREEMENT - A CRA Participation Agreement between The Redevelopment Agency of Eagle Mountain City, Eagle Mountain City, Oquirrh Wood Ranch, LLC, Utah County and Tyson Fresh Meats, Inc.

BACKGROUND: (Presented by City Staff) The proposed agreement details the allocation of tax increment from the Pole Canyon Community Reinvestment Area.

[Participation Agreement DRAFT 8-28 \(00452166xB00C1\)](#)

17.B. AGREEMENT - A Public Water Supply Agreement Between Eagle Mountain City, Utah and Tyson Fresh Meats, Inc.

BACKGROUND: (Presented by City Staff) The proposed agreement provides for the purchase

of up to 500-acre feet of CWP Water for development in and around the Pole Canyon Community Reinvestment Area.

[Water Right Agreement \(00451905xB00C1\)](#)

18. CITY COUNCIL/MAYOR’S BUSINESS

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

19. 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.

20. COMMUNICATION ITEMS

20.A. Upcoming Agenda Item

This is not an action item.

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

21. ADJOURNMENT

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this **29th day of August, 2019**, 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
SEPTEMBER 3, 2019**

TITLE:	MOTION - A Proclamation Declaring September 2019 to be Family Meals Month.		
ITEM TYPE:	Proclamation		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

PREPARED BY:

Melanie Lahman,
Recorder's Office

RECOMMENDATION:

Staff recommends that the City Council approves a proclamation, declaring September 2019 Family Meals Month.

BACKGROUND:

The proposed proclamation was submitted by CTC, who is promoting Family Meals Month for the month of September. This year's proposal is to have a competition between tacos and pizza and determine what dish people would rather eat for a family meal.

Attachments:

Family Meals Month Proclamation
TeamTaco Shirt Design
Pizza Shirt 1

PROCLAMATION

Proclaiming Family Meals Month in Eagle Mountain City

September 2019

WHEREAS, Family Meals Month is a national effort to encourage families to share more meals at home per week; and

WHEREAS, family meals are fun, affordable and healthier than other dining options; and

WHEREAS, conversations around dinner tables establish closer relationships and increase parental involvement; and

WHEREAS, regular family meals are linked to children earning higher grades in school, improving self-esteem and resisting negative peer pressure; and

WHEREAS, children who share meals with their family three or more times per week are significantly less likely to be overweight or have eating disorders, and more likely to eat healthy foods; and

WHEREAS, sharing family meals makes children less likely to suffer violence, depression and suicide, less likely to abuse drugs or alcohol or run away, and less likely to engage in other risky behaviors; and

WHEREAS, a majority of families in the United States want to have regular family meals, but only a small percentage do;

Now, therefore, Mayor Tom Westmoreland and the Eagle Mountain City Council proclaim the month of September, 2019 as Family Meals Month in Eagle Mountain City and encourage residents to add at least one more family meal per week during this month and throughout the year.

Dated this 3rd day of September, 2019.

Tom Westmoreland, Mayor

Colby Curtis, City Council

Donna Burnham, City Council

Stephanie Gricius, City Council

Melissa Clark, City Council

Benjamin Reaves, City Council

Let's taco bout



Family meals

#teamtaco





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	Military and Veterans Board		
ITEM TYPE:	Appointment		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

REQUIRED FINDINGS:

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

PREPARED BY:

Fionnuala Kofoed,
Recorder's Office

RECOMMENDATION:

BACKGROUND:

Attachments:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	2018 Traffic Signal Project Change Order #2 - Hunt Electric		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$11,753		
APPLICANT:	Chris Trusty		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

PREPARED BY:

Chris Trusty, Public
Works

RECOMMENDATION:

That the City Council approves change order #2 for Hunt Electric, in the amount of \$11,753, for the 2018 Traffic signal project.

BACKGROUND:

During the installation of the pedestrian ramps that were reconfigured with the installation of the signal light at Red Hawk Ranch and Pony Express, the contractor pointed out that several sections of concrete sidewalk adjacent to the project were already damaged. The contractor asked if the City would like to have these sections replaced and included in the project they were doing on site. There was also an existing storm drain inlet at the same intersection that the City asked be replaced as part of the work that the contractor was doing on site.

Attachments:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	SilverLake Elementary School Site Plan		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Alpine School District		
GENERAL PLAN DESIGNATION Neighborhood Residential Two	CURRENT ZONE Residential	ACREAGE 10.84	COMMUNITY SilverLake

PUBLIC HEARING:

No

REQUIRED FINDINGS:

Site Plan:

The applicant has provided the following site plan for review; however, per Utah State Code the City is unable to impose requirements for:

- Landscaping
- Fencing
- Aesthetic considerations
- Construction materials

The site plan review shall be limited to mitigating traffic hazards and other safety concerns. It should be noted that the project shall be required to conform to the Eagle Mountain Dark Sky lighting (17.56).

**PLANNING COMMISSION
ACTION/
RECOMMENDATION**

RECOMMENDATION:

I move that City Council approve the Site Plan for the SilverLake Elementary School with the following condition:

- 1) That a final plat map is recorded with the County Recorder's Office to create the one lot subdivision for the elementary school.

BACKGROUND:

As the application is for a public school, it should be noted that the City's scope in reviewing and placing limitations/restrictions/conditions upon the applicant are limited per the Utah State Code. As such the City Council's recommendation(s) shall be limited to traffic hazards and safety concerns/recommendations.

Per Utah State Code Title 10 Chapter 9a Section 305

The school district shall coordinate the siting of new schools within a municipality to avoid or mitigate existing and potential traffic hazards and maximize school, student, and site safety 10.9a.S305(4)a&b

The city may not:

- Impose requirements for landscaping, fencing, aesthetic considerations, construction materials
- Impose regulations upon the location of a facility except as necessary to avoid unreasonable risks to health or safety 10.9a.S305(3)

The Planning Commission approved the conditional use permit and recommended approval of the site plan with the following condition:

1) That a plat map showing the school lot is recorded with the Utah County Records office.

The Planning Commission had concerns with the safety and flow of traffic for student drop-off at the elementary school. The concern was with the design and the amount of traffic in the mornings and when school was out. There was concern with access at chapel drive which is a City road and ties into an access to the elementary school. There was a suggestion to make that access a one way road. On the south side of the elementary school there is more residential that will be built which will contribute to the danger to the flow and safety of the students and residents that are leaving and returning to their residential homes. The school district is aware of these concerns and is looking at what can be done to mitigate these issues.

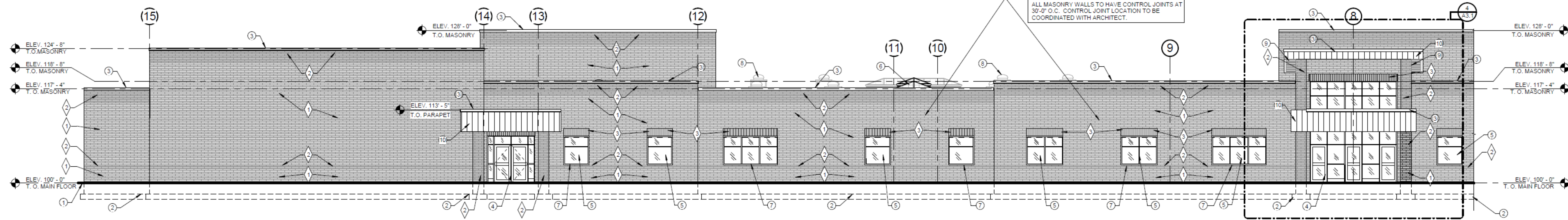
PREPARED BY:

Michael Hadley,
Planning

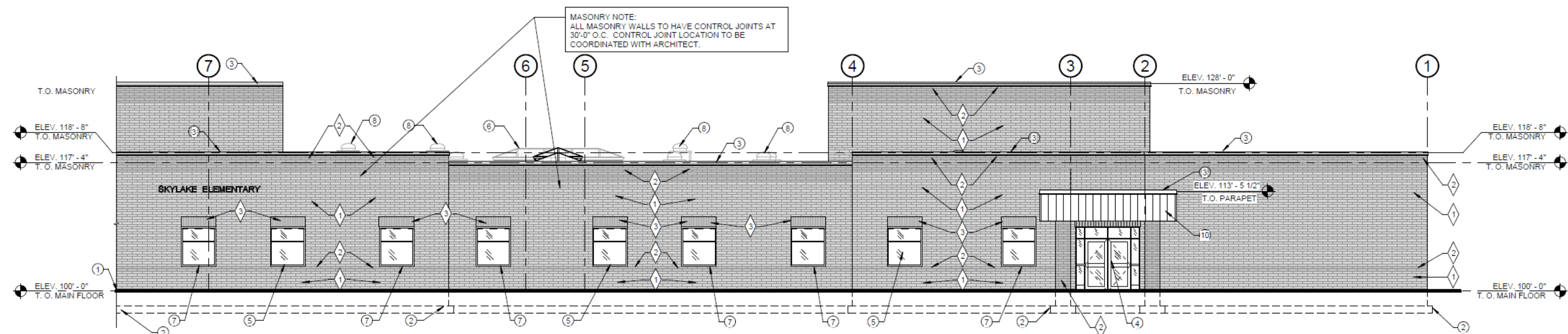
Attachments:

[School Elevations](#)

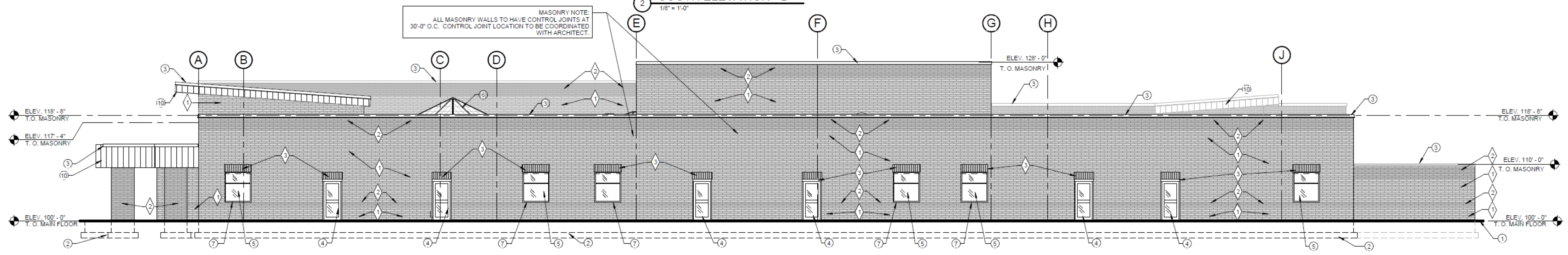
[School Site Plan](#)



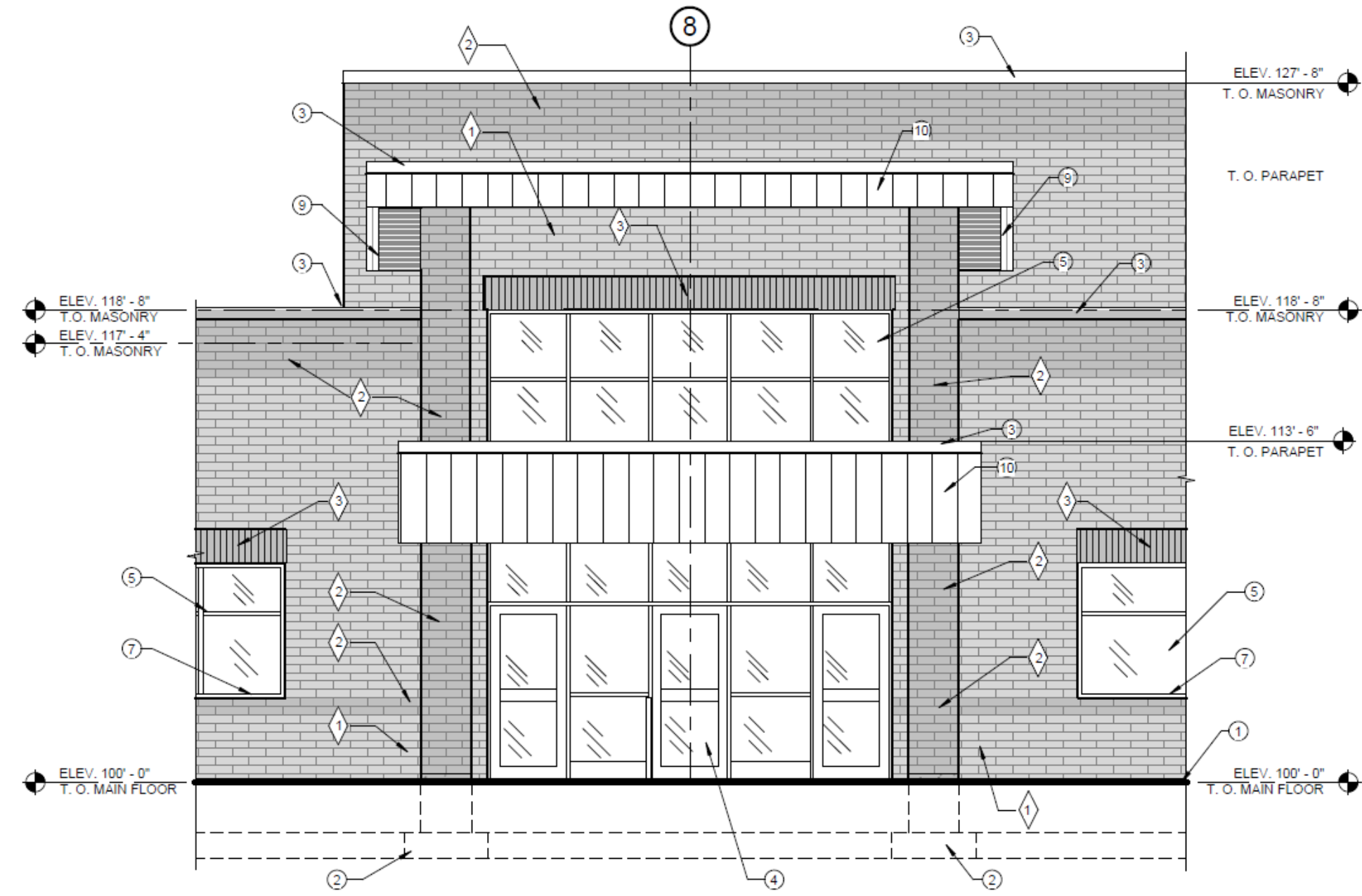
1 SOUTH ELEVATION - A
1/8" = 1'-0"



2 SOUTH ELEVATION - B
1/8" = 1'-0"



3 WEST ELEVATION
1/8" = 1'-0"



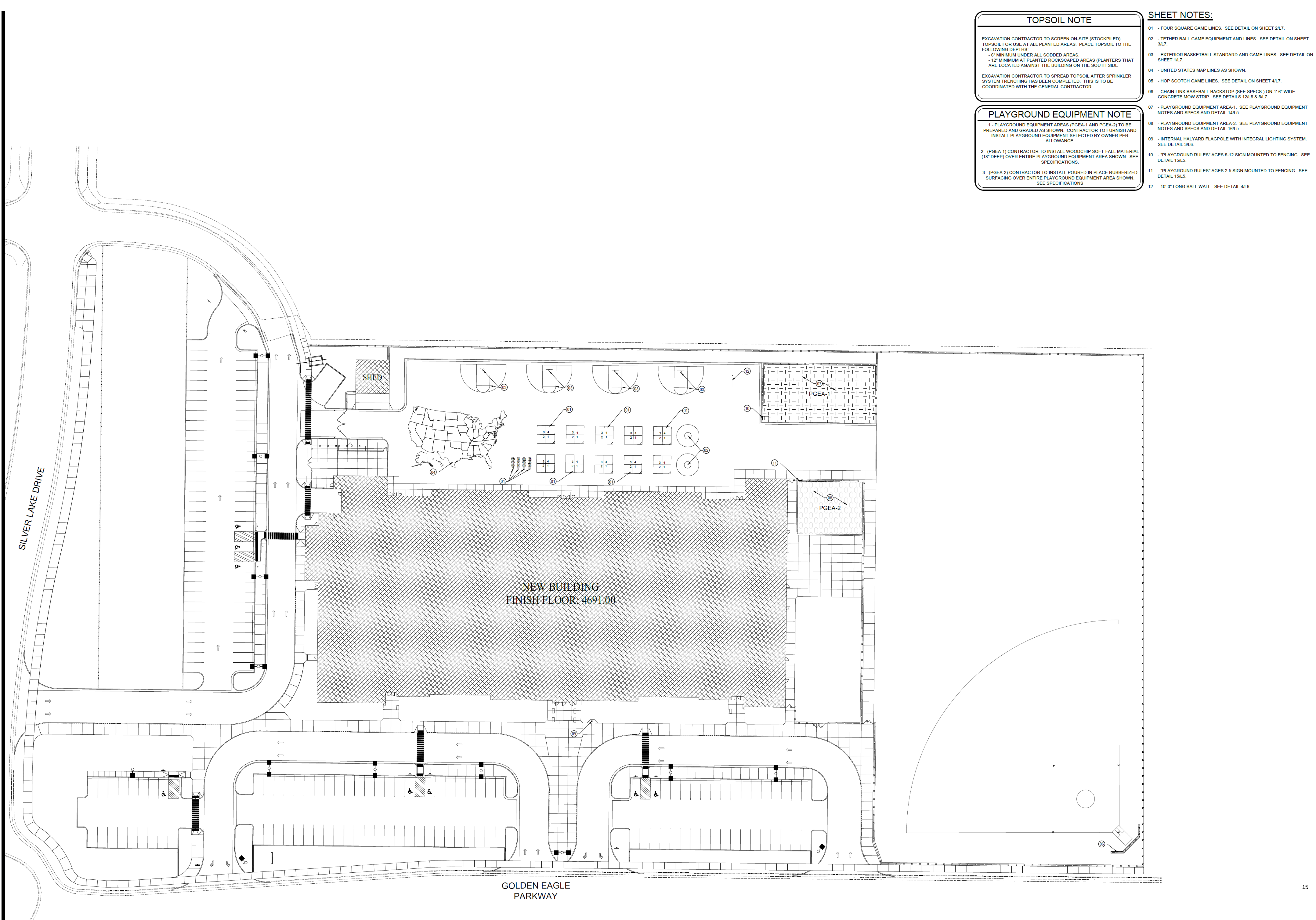
4 SOUTH ELEVATION - ENTRY
1/4" = 1'-0"

SHEET NOTES

- APPROXIMATE EXISTING GRADE
- CONCRETE FOOTINGS AND FOUNDATION WALLS - SEE STRUCTURAL SHEETS FOR SIZE AND REINFORCING.
- PRE-FINISHED METAL WALL CAP - COLOR AS SELECTED BY ARCHITECT.
- ALUMINUM DOOR SYSTEM - SEE DOOR SCHEDULE.
- ALUMINUM WINDOW - SEE WINDOW TYPES.
- PRE-FABRICATED SKYLIGHTS - SEE SPECS.
- PRE-FINISHED METAL WINDOW SILL FLASHING - SEE DETAILS 1 & 4/A5.4
- SOLATUBE DAYLIGHTING SYSTEM - SEE DETAIL 4/A2.2 AND SPECS
- PRE-FINISHED METAL SOFFIT PANELS OVER 1/2" DENZ-GLASS - COLOR AS SELECTED BY ARCHITECT.
- PRE-FINISHED METAL FASCIA PANELS OVER 1/2" DENZ-GLASS - COLOR AS SELECTED BY ARCHITECT.

MASONRY SCHEDULE

- 1 ATLAS BRICK (FIELD COLOR) - "IRON STONE" - MATTE FINISH
- 2 ATLAS BRICK (ACCENT COLOR) - "MIDNIGHT BLACK" - MATTE FINISH
- 3 SOLIDER COURSE ATLAS BRICK (ACCENT COLOR) - "MIDNIGHT BLACK" - MATTE FINISH



TOPSOIL NOTE

EXCAVATION CONTRACTOR TO SCREEN ON-SITE (STOCKPILED) TOPSOIL FOR USE AT ALL PLANTED AREAS. PLACE TOPSOIL TO THE FOLLOWING DEPTHS:
- 6" MINIMUM UNDER ALL SODDED AREAS.
- 12" MINIMUM AT PLANTED ROCKSCAPED AREAS (PLANTERS THAT ARE LOCATED AGAINST THE BUILDING ON THE SOUTH SIDE)

EXCAVATION CONTRACTOR TO SPREAD TOPSOIL AFTER SPRINKLER SYSTEM TRENCHING HAS BEEN COMPLETED. THIS IS TO BE COORDINATED WITH THE GENERAL CONTRACTOR.

PLAYGROUND EQUIPMENT NOTE

1 - PLAYGROUND EQUIPMENT AREAS (PGEA-1 AND PGEA-2) TO BE PREPARED AND GRADED AS SHOWN. CONTRACTOR TO FURNISH AND INSTALL PLAYGROUND EQUIPMENT SELECTED BY OWNER PER ALLOWANCE.

2 - (PGEA-1) CONTRACTOR TO INSTALL WOODCHIP SOFT-FALL MATERIAL (18" DEEP) OVER ENTIRE PLAYGROUND EQUIPMENT AREA SHOWN. SEE SPECIFICATIONS.

3 - (PGEA-2) CONTRACTOR TO INSTALL POURED IN PLACE RUBBERIZED SURFACING OVER ENTIRE PLAYGROUND EQUIPMENT AREA SHOWN. SEE SPECIFICATIONS

SHEET NOTES:

- 01 - FOUR SQUARE GAME LINES. SEE DETAIL ON SHEET 2/L7.
- 02 - TETHER BALL GAME EQUIPMENT AND LINES. SEE DETAIL ON SHEET 3/L7.
- 03 - EXTERIOR BASKETBALL STANDARD AND GAME LINES. SEE DETAIL ON SHEET 1/L7.
- 04 - UNITED STATES MAP LINES AS SHOWN.
- 05 - HOP SCOTCH GAME LINES. SEE DETAIL ON SHEET 4/L7.
- 06 - CHAIN-LINK BASEBALL BACKSTOP (SEE SPECS.) ON 1'-6" WIDE CONCRETE MOW STRIP. SEE DETAILS 12/L5 & 5/L7.
- 07 - PLAYGROUND EQUIPMENT AREA-1. SEE PLAYGROUND EQUIPMENT NOTES AND SPECS AND DETAIL 14/L5.
- 08 - PLAYGROUND EQUIPMENT AREA-2. SEE PLAYGROUND EQUIPMENT NOTES AND SPECS AND DETAIL 15/L5.
- 09 - INTERNAL HALYARD FLAGPOLE WITH INTEGRAL LIGHTING SYSTEM. SEE DETAIL 3/L6.
- 10 - "PLAYGROUND RULES" AGES 5-12 SIGN MOUNTED TO FENCING. SEE DETAIL 15/L5.
- 11 - "PLAYGROUND RULES" AGES 2-5 SIGN MOUNTED TO FENCING. SEE DETAIL 15/L5.
- 12 - 10'-0" LONG BALL WALL. SEE DETAIL 4/L6.



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

August 20, 2019, 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 Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, Melissa Clark, and Stephanie Gricius.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Aaron Sanborn, Economic Development Director; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Facilities Operations Director; Brad Hickman, Parks and Recreation Director; Linda Peterson, Communications Director; Evan Berrett, Management Analyst; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. PRESENTATION - Bureau of Land Management Project Briefing

Allison Ginn, Bureau of Land Management (BLM) Assistant Field Manager for Non-renewable Resources, stated the BLM is preparing an environmental assessment to analyze a proposed sand and gravel quarry located approximately five miles south of Eagle Mountain. The Ames Construction Lake Mountain Quarry would include the non-competitive sale and subsequent mining and use of federal sand and gravel mineral materials. The BLM is soliciting feedback from the public and from interested parties. The proposal is open through August 30.

The proposal includes the mining of sand and gravel material and bedrock, and standard sand and gravel mining equipment would be used for mining such as dozers, loaders, screens, crushers, cone plants, trucks, and a scale house. Ingress and egress to and from the site would be along an existing unpaved road, which would be widened to a 22-foot running surface to the quarry area. A gate and fence would be installed around the operations area, and public access would be preserved to the surrounding public lands.

After the completion of mining, the proposed action identifies that reclamation would consist of regrading slopes to approximate original contour, scarifying and seeding. Benches (areas where bedrock has been mined) that are present would be left in place with berms at either end, and the flat surfaces will be scarified and seeded. A berm along the top of the pit would be left in place for public safety. The reclamation plan is a living document that is adjusted as issues that need to be addressed arise.

Ms. Ginn stated the BLM performed a view shed analysis and found that the project will not be visible to the residents of Fairfield or Eagle Mountain City. The estimation of the life of the mine is approximately twenty years; the initial proposal is for five years to support the Facebook construction project. Todd Marks, BLM Salt Lake Field Office Geologist, stated the proposed initial five-year contract is for 40,000 cubic yards. The contract can be renewed annually.

Ms. Ginn explained the approval authority is the Field Manager, Matt Preston. The process of reviewing the proposal begins with obtaining input from interested parties to identify issues. They have contacted Fairfield, Eagle Mountain, and other entities, and they have posted the proposal on the BLM website. They will review the proposal to ensure it complies with the National Environmental Policy Act and will develop an environmental assessment to determine if the impacts are what the Federal government deems significant. Utah's Division of Oil, Gas and Mining will also have oversight of the project. They will monitor the air quality and will enforce air quality standards.

Councilmember Curtis stated Ames Construction requested approval of a mining operation within City limits and was denied. He expressed concerns regarding the truck traffic on City streets and potential damage gravel on the streets would cause to City infrastructure and resident vehicles. He stated if the materials are used for the I-15 project, as well as the Facebook project, trucks would be driving through the City. He also expressed concern that there is not a sunset date on the mining operations.

Councilmember Clark asked how often the mining operation will be inspected. Ms. Ginn said compliance monitoring is conducted during construction and annually once operations have begun. BLM field staff will be in the area on a semi-regular basis. If the Council is informed of issues from residents, Ms. Ginn requested that they contact the BLM to address the concerns.

Councilmember Clark asked the BLM to consider a restriction that the materials are only used in the vicinity of the operations. Ms. Ginn explained that once the material leaves Federal lands, the BLM has limited regulatory oversight; however, they will take this concern into account when assessing the proposal.

Councilmember Gricius requested that if trucks will be traveling on City roads, the loads are covered and the loose gravel is removed from the trucks before leaving the quarry to ensure gravel does not fall on City streets.

Councilmember Burnham stated she would prefer current gravel pits be utilized before a new quarry is opened, and expressed concern regarding potential blasting.

Ms. Ginn recommended the Councilmembers and residents submit their concerns in writing through the BLM's eplanning website (eplanning.blm.gov; select the project on the homepage map) and said the comments are helpful in identifying the level of public interest and help the BLM determine how to coordinate with municipalities once the draft document is published for public review. She will inform the City once the draft is published.

Ms. Ginn stated they also have an application for an overhead collector line in the same geographical area of the proposed mine. The line will run from a solar farm to the Facebook site. Once they are at the stage where the BLM is soliciting public input, they will return to the City.

1.B. PRESENTATION - UDOT Redwood Road Bike Box Project

Matt Parker, Program Manager for UDOT Region 3, presented information regarding the new bike boxes on Redwood Road. The bike boxes are green rectangles painted on the road that allow bikers to safely travel through high-traffic intersections. The bike lanes at the intersections of Redwood Road and Pioneer Crossing and Redwood Road and 2100 North are painted green, as are the bike boxes. He explained the process of using the bike boxes when turning right or left, or continuing straight.

Mr. Parker stated he will provide the Councilmembers with the ridership data they have available.

1.C. PRESENTATION - Public Arts Program

Management Analyst Evan Berrett explained he has prepared a draft public arts plan and stated he is soliciting feedback from the Councilmembers. Public art takes many forms and can express community values and enhance the environment around it. Numerous studies have been conducted that show the immense value the support of arts and culture has on cities and towns. It benefits economics, youth in the community, and resident quality of life.

Mr. Berrett stated the City's Arts Council was formed in 2000 and was disbanded in 2004 in order to allow the public sector to fill the need. Arts groups in the City have worked hard to establish an arts presence, but funding, locations, and opportunities have been consistent barriers. The public arts plan is a surer way of integrating and supporting the arts in the growth of the City. It creates a vision for arts and culture, actively incorporates art through the City's growth, and increases desirability and community identity.

To standardize the funding and maintain equitable arts distribution, a Percent for Arts method is used. This means that during the budgeting process for capital improvement construction projects, 1% of the total construction cost is calculated and added to the total budget. This 1% must go to add art to the capital improvement project in some way.

A Public Art Fund would also be created to accept donations, proceeds of sales, and funds from qualifying capital improvement projects that are not a good fit for inclusion of public art. These funds would be used to provide annual grants to artists or would be saved for a larger project. The grants would be utilized to create balance of art throughout the City.

Requests for proposals would be issued for each project to collect proposals from artists. Eligible proposals are then brought to the City Council for review, instead of to an arts council. If a project that qualifies for art inclusion is not actually a good fit for public art, the funds would be allocated to the public arts fund.

Mr. Berrett explained the process of art incorporation into a capital improvement project. If a new park project is approved with a budget of \$250,000 and is identified as qualifying for the Percent for Arts allocation, \$2,500 is added to the project budget. The project manager would issue a request for proposal, to include art in the new park. The City Council would review the proposals and would select one for approval.

Mr. Berrett also described an example of the use of the public art fund. If a public works project to add a detached vehicle enclosure is budgeted for \$65,000, \$650 is added to the budget as a percent for arts addition. The project manager would then request the City Council approve the allocation of the \$650 to the public art fund, as the project area is not a safe or highly visible public space for public art. The funds are then made available to artists via grants so that public art is still created, but elsewhere in the City.

Mr. Berrett explained the overall intent of the public arts program is to enable the growth of the arts without a large financial burden on the City. It does not take the place of local arts groups, but empowers them. It also provides an opportunity to include art in the growth of the City to reap lasting long-term benefits.

Councilmember Curtis asked if instead of adding 1% to the project budget, the construction costs be reduced by 1% and that amount be utilized for public art.

Councilmember Reaves stated the plan is a good idea for the City. He said he is having a difficult time visualizing where the art will be displayed, as Eagle Mountain does not have a center to display public art.

Councilmember Clark explained that all projects in the proposal are visual art, but arts encompass more than just visual art. She asked if Mr. Berrett considered performing arts, and stated grants and donations can be utilized, as performing arts projects can be costly. She stated she does not know what the government's role is in providing public art.

Councilmember Curtis expressed concern that the City would subsidize public art, as the private sector is currently providing it. He stated he would prefer park project budgets dedicate a certain percentage to provide art, instead of having a public art fund. He also expressed concern that the art may not fit the City's vision.

Councilmember Burnham stated she sees value to public art, and explained the Library and the Senior Center currently display public art.

Councilmember Gricius stated her concern regarding protecting the public art from vandalism.

2. AGENDA REVIEW

10. BID AWARDS

10.A. Design & Engineering Professional Services Agreement for the 2019 Pole Canyon Water Line Extension.

Councilmember Curtis asked what the funding mechanism is for the project and if this extension is to benefit the Tyson Foods project.

City Engineer Chris Trusty explained the White Hills water system is separate from the rest of the City's water system. This will connect the two systems. It was budgeted for and the Water Fund will be utilized to pay for the design. He explained the reason that Jackson Engineering's bid was significantly lower is due to the fact that they are currently designing the sewer line from White Hills to City Center, so they have already completed surveys of the area. Bids are evaluated without the costs to obtain the top three proposals. They are then evaluated on cost.

14. ORDINANCE/PUBLIC HEARING

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zone and Chapter 17.30 Residential Zone Bonus Density Entitlements.

This item was discussed after item 15.A. during the agenda review.

Community Development Director Steve Mumford explained changes made to the draft ordinance. The architectural standards were changed from requiring three building materials to requiring variation in exterior materials and/or colors and additional architectural detailing on all front and side facades that face a public road. The restrictions on stucco and vinyl siding were removed.

The table with restrictions of projections into setbacks is being updated to match the name changes and the removal of one MF zone. A maximum density of ten units per acre was added to MF1, and twenty units per acre to MF2.

The buildable square footage requirement on lots over one acre was changed to at least 20,000 square feet. This allows enough space for a home, two outbuildings, and a horse corral. Detached accessory apartments are now permitted on lots greater than or equal to 8,000 square feet.

The minimum average lot size now includes a note that it will be calculated across an entire preliminary plat or large neighborhood. If a preliminary plat exceeds eighty acres, the average lot size may be required in smaller neighborhoods or plats. Each final plat does not have to comply, but shall include some variation of lot sizes. Outlier lots that are substantially larger than the others will not be counted in the average lot size calculation.

The draft does not restrict one-bedroom units, but does require 500 square feet of open space per unit and the one-bedroom units must be at least 650 square feet in size.

Mr. Mumford explained the intent of requiring minimum dwelling sizes is to preserve property values by reducing the possibility of tiny or small homes next door to standard sized homes in a neighborhood. The required sizes include unfinished basement area, but exclude the garage area. All single-family zones have a minimum dwelling size of 1,000 square feet, and multifamily zones have a minimum dwelling size of 650 square feet.

Councilmember Clark asked what other cities have for minimum dwelling sizes. Mr. Mumford said some cities do not have a required minimum. Saratoga Springs has a requirement of 1,200 square feet and it increases throughout their zones.

Mr. Mumford explained the garage size requirement was increased to 22 feet by 22 feet, or 400 square feet of usable space, which excludes stairs, cantilevers, or other projections.

Mr. Mumford said the hot tub requirement was removed, and the lowest density zone names were changed for clarity. RA1 (rural agriculture) requires five-acre lots, RA2 requires 2.5 acre lots, RD1 (rural density) requires one-acre lots, and RD2 requires ½-acre lots.

Councilmember Burnham stated she appreciates that the minimum dwelling size includes basement area, but expressed concern that some homes will not have basements, so the 1,000-square foot requirement will be too high.

Councilmember Gricius stated if the garage size is increased, there is no need for the option of 400 square feet of usable space.

Councilmember Clark expressed concern that the draft lowers the required open space for one- and two-bedroom units. She said she would understand lower requirements in a transit-oriented zone. She said she would prefer to keep the building height limit at thirty-five feet, but consider higher structures in a transit-oriented zone.

Councilmember Reaves stated he would prefer open space not step down for multifamily units.

Councilmember Burnham said she would prefer half-acre lots only require 15,000 square feet of buildable open space. She stated she understands the reasoning behind lowering the required open space in multifamily units, but would compromise by requiring 750 square feet of open space for one- and two-bedroom units. She would like the City to be planning for a transit-oriented zone.

Councilmember Curtis stated he does not want to increase the allowed building height and would like the required space between buildings be twenty feet. Additionally, he requested staff create a transit-oriented zone. Mr. Mumford explained American Fork hired a consultant to write their transit-oriented zone ordinance, and it is thirty to forty pages long.

15. RESOLUTIONS

15.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving the First Amendment to the Amended and Restated Master Development Agreement for the Overland Development and Pony Express Parcel.

This item was discussed after item 10.A. during the agenda review.

Mr. Mumford explained the original master development agreement required a four-acre park and Club Ivory in Village One be completed by the recording of a plat containing the 150th building permit or within three years of the date of the master development agreement. It was amended through unofficial channels when Ivory Homes and SITLA agreed to deed property to the City for the widening of Aviator Avenue. This extended the requirement to the 200th building permit. The current proposal would extend the timeframe to the 350th building permit.

Byron Prince with Ivory Homes explained they have redesigned the clubhouse from a standard 1,800--square foot clubhouse to an upgraded 6,000-square foot clubhouse. They also increased the size of the park and the pool. They will begin construction in December of this year with the plan to open the pool by Memorial Day and the building by June 30, 2020. In exchange for the extension, they plan on planting 100 trees in the median on Pony Express Parkway from Lake Mountain Road to Bobby Wren Boulevard. They will work with Parks and Recreation Director Brad Hickman to select approved trees and plant at the appropriate time.

Mr. Hickman explained there are design plans to improve the median on Pony Express Parkway. This will assist in completion of this project, as the intent was to plant 180 to 190 trees in the median.

Councilmember Curtis asked Mr. Prince what the justification for allowing the extension is. Mr. Prince explained they have increased the clubhouse from an 1,800-square foot standard clubhouse to a 6,000-square foot event center with improved design and features. It will take additional time to design and program the facility.

Councilmember Clark stated she values the improved clubhouse and the offer of trees in the median, but she has received complaints from residents that it is not in place currently. She asked what the consequence is for not meeting the new timeline.

Mr. Mumford explained there are 190 recorded lots with 35 that are ready to be recorded. Phase C Plat 1 will begin next year. If construction of the clubhouse and park has not commenced by December 15, the City will stop recording plats until construction begins.

Councilmember Curtis asked if Ivory Homes would be willing to add “at Eagle Mountain” to the Overland sign. Mr. Prince said they have gone through different versions and now have a design they intend to use.

Discussion ensued regarding the design of the sign. Mr. Prince committed to meeting with the Councilmembers at the sign site to confirm the final design.

3. **ADJOURN TO A CLOSED EXECUTIVE SESSION**

No closed session was held. Mayor Westmoreland recessed the meeting at 6:17 p.m.

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

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, Melissa Clark, and Stephanie Gricius.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Jeremy Cook, City Attorney; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; Steve Mumford, Community Development Director; Aaron Sanborn, Economic Development Director; Chris Trusty, City Engineer; Brad Hickman, Parks and Recreation Director; Linda Peterson, Communications Director; Evan Berrett, Management Analyst; Ross Fowlks, Fire Chief; and Eric McDowell, Chief Deputy.

4. **CALL TO ORDER**

Mayor Westmoreland called the meeting to order at 7:10 p.m.

5. **PLEDGE OF ALLEGIANCE**

Councilmember Curtis led the Pledge of Allegiance.

6. **INFORMATION ITEMS/UPCOMING EVENTS**

- Farmer’s Market – The Eagle Mountain Farmers Market is held each Saturday from 9:00 a.m. to 1:00 p.m. at Wride Memorial Park. Information and vendor or entertainer applications are available at eaglemountainfarmersmarket.org.
- Landscape Workshop – Utah State University, the Center for Water Efficient Landscaping, and Eagle Mountain City are offering a free walking workshop about common landscape issues on Saturday, August 24 from 10:00 a.m. to 12:00 p.m. Participants will meet outside of The Ranches Academy. No registration necessary.
- End of Summer Dance Party – Eagle Mountain City will hold its End of Summer Dance Party on Saturday, August 24. There will be glow sticks (while supplies last), lots of prizes, food trucks, and great music! This is for all ages.

- City Offices & Library Closed – The City offices and Library will be closed Monday, September 2 in observance of the Labor Day holiday. The Library will also be closed Saturday, August 31.
- City Notifications – We encourage residents to sign up for City notifications to be aware of public safety emergencies and stay informed about road construction projects, City news and events. Register at www.emcity.org/notifyme. Notifications can be received by email and/or text.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:14 p.m. As there were no comments, he closed public comments.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Gricius

Councilmember Gricius thanked those in attendance and recognized the first responders.

Councilmember Clark

Councilmember Clark thanked those in attendance and those watching the live stream. She said the Council can be reached at council@emcity.org.

Councilmember Reaves

Councilmember Reaves thanked those in attendance.

Councilmember Burnham

Councilmember Burnham expressed gratitude to her fellow Councilmembers.

Councilmember Curtis

Councilmember Curtis thanked those in attendance and said he will be playing guitar and singing this weekend at the Eagle Mountain Farmers Market.

Mayor Westmoreland

Mayor Westmoreland welcomed those in attendance and requested that residents not text the Councilmembers during the meeting. Comments should be made during public comment or public hearing times, as this is an open meeting.

9. PRESENTATION

9.A. PRESENTATION - Limitless Car Show

Robert Shelton with Limitless introduced Jared Perry, Executive Director of Make a Wish Utah, Cougar and Analee Elfervig with Cars for Kids, and Annabel Thompson. Mr. Shelton showed the Council a video of this year's Limitless Car Show.

Jared Perry with Make a Wish Utah thanked the City for partnering with them and explained that it takes collaboration to grant wishes.

Mr. Shelton presented a Make a Wish Book to each Councilmember that shows photographs of children as their wishes were granted. He thanked the Utah County Sheriff's Office, Unified Fire Authority, and City staff for the collaboration on this year's Limitless Car Show.

CONSENT AGENDA

10. BID AWARDS

10.A. Design & Engineering Professional Services Agreement for the 2019 Pole Canyon Water Line Extension.

10.B. Design & Engineering Professional Services Agreement for the SilverLake Woodhaven Park.

11. BOND RELEASES

11.A. SilverLake Plat 19 - Into Warranty

12. CHANGE ORDER

12.A. Pony Express Widening Project - Porters Crossing to Redwood Road.

13. MINUTES

13.A. August 6, 2019 Minutes - Regular City Council Meeting

MOTION: *Councilmember Burnham moved to approve the consent agenda. Councilmember Gricius seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

14. ORDINANCE/PUBLIC HEARING

14.A. ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zone and Chapter 17.30 Residential Zone Bonus Density Entitlements.

Community Development Director Steve Mumford explained he has been in contact with the Utah Homebuilders Association and feels that the current draft addresses many of their concerns. He explained the impetus behind the update is to implement the 2018 General Plan key initiatives, community vision and guiding principles.

Updates were made to the architectural standards, maximum densities in multifamily zones, buildable square footage of large lots, and minimum lot size average calculations. The updated draft also addresses accessory apartments, one-bedroom units, minimum dwelling sizes, minimum garage sizes, and removes the requirement of a hot tub with required pools. It also has new names for the rural residential zones for clarification.

Mr. Mumford presented examples of three- and four-story apartment buildings that are taller than 35 feet.

Councilmember Burnham asked if the architectural standard requirement of variation in exterior materials and/or colors & additional architectural detailing on all front and side facades that face a public road means that homes must meet both standards, or just one. She said the "and" in the "and/or" could mean that both are required. Mr. Mumford said homes can be broken up with colors, instead of with materials. The language leaves it open, so the Council could require both.

Councilmember Curtis asked if elevation designs could be addressed in master development agreements, and if the Council would approve proposed elevations. Mr. Mumford asked if the Council wants to see examples of elevations with preliminary plats and final plats, or if they would like to leave the approval of elevations up to City staff. He stated that currently, the Council does not see home elevations for single-family developments.

Councilmember Curtis stated that as long as staff understands that the Council wants a variety of elevations, they do not need to be presented to the Council. Mr. Mumford said elevations can be required with master development agreements, and stated with the next single-family development, staff can send elevation drawings to the Council to ensure they are as required.

Mayor Westmoreland opened the public hearing at 7:41 p.m.

Karen Scott asked what the zone will be north of Lake Mountain Road. Mayor Westmoreland explained the item is a zoning ordinance. Mr. Mumford stated that this item does not rezone property, and Ms. Scott's property is Agriculture Rural Density 1 on the General Plan, which allows zones RA1 and RA2. He stated if this ordinance is approved, her rezone application will be placed on the Planning Commission agenda for review. It will need to be amended to match the approved zoning ordinance.

Discussion ensued regarding Ms. Scott's property and potential rezone applications.

Crystal Travis with D.R. Horton expressed concerns regarding multifamily housing requiring pools and clubhouses, regardless of the number of units. D.R. Horton prides themselves on building affordable townhomes and homeowner associations are not sustainable for developments with fewer than 150 units. The proposed draft also requires an entryway monument sign for all subdivisions, which requires a homeowner association. She also expressed concern that the ordinance requires five elevation options for each floorplan.

Mr. Mumford said the current Municipal Code requires entryway monument signs with all subdivisions. He explained that currently pools are required in developments with 150 units or more, and clubhouses are required for all multifamily projects; the proposed draft does require pools for all multifamily projects.

Deann Huish with Utah Valley Homebuilders Association asked if local builders gave input to the City regarding the draft and asked if the City has the staff time available to monitor all of the requirements listed in the draft ordinance. She said the Utah League of Cities and Towns have expressed frustration when governments dictate styles, exclusionary zoning, and onerous restrictions on housing. She stated the proposed building requirements will only add to the cost of homes.

Councilmember Burnham stated there are a few small townhome developments in City Center with only ten to twelve units, and asked if those projects would be required to build a pool or clubhouse.

Mr. Mumford explained that the proposed draft requires all multifamily projects to provide a clubhouse and pool, or provide an alternate plan to the approval authority that is comparable in cost and value to residents.

Councilmember Curtis expressed concern that if the requirement is changed to projects with 150 units, developers will build projects with 149 units to avoid the pool and clubhouse requirement.

Mayor Westmoreland closed the public hearing at 7:58 p.m.

Mr. Mumford explained that he thought he had emailed the draft ordinance to Ms. Huish on Thursday, but realized this morning that it was not sent. He apologized to her for the delayed update and stated more builders would likely be in attendance to state similar concerns if they had received the draft on Thursday. It was not his intent to provide the information at the last minute.

Councilmember Gricius stated the draft in its current form requires five elevations for each floorplan, but the standard is only three. She explained that she misunderstood the previous conversation regarding elevations and floorplans. She stated she believed that the draft was requiring five floorplans for each development, not five elevations per floorplan. The same elevation can be built with limitless colors, which provides the variation Councilmember Curtis desires. She would prefer the ordinance require three elevations, not five; five floorplans is excessive and that many requirements constitute overregulation.

Councilmember Curtis asked how many elevations are currently required and stated he would approve of the current requirement. Mr. Mumford said currently three elevations are required for each floorplan. He said he wants the ordinance to require five elevations. It is not about affordability and does not cause the builders to spend more money. The requirement will only affect large builders.

Councilmember Reaves asked if the reason builders do not want five elevations is due to the cost, and stated an additional two elevations might limit affordability but won't cause people to not purchase homes.

Councilmember Clark explained that elevations can be differentiated by the two- versus three-car garages, large single windows versus two smaller windows, or similar changes.

Councilmember Burnham stated she agreed with Councilmember Gricius and said that just because a government can do something, it should not necessarily do it. They should not legislate preference. Councilmember Clark said the Council should not dictate colors, but it is appropriate to require additional elevations and options.

Mayor Westmoreland explained the more variety in materials and design, the higher the cost is to the end buyer; cost will be impacted as there are different labor groups for different building materials.

Councilmember Curtis stated builders do business in Eagle Mountain due to the lack of regulations and allowed cheap materials, and asked if the Council wants Eagle Mountain to be the Walmart of home markets.

Councilmember Burnham asked Mr. Mumford if a change in window size would be considered an additional elevation. Mr. Mumford said adding a porch, offering craftsman-style versus a modern style, or other similar changes would be considered different elevations. He explained that there is a difference between developments having five different styles of one floorplan and five different floorplans.

Councilmember Clark asked Councilmember Curtis if he felt enough variety is provided if the ordinance requires five floorplans with three elevations each, as well as the variation in exterior materials and colors. He said it would provide the desired variety. He said he will approve of three elevations if the garage requirement is increased to 22 feet by 22 feet, with the 400 square feet of usable space removed from the language.

Mayor Westmoreland asked the Council for their opinions on the required entry monuments. Councilmember Burnham stated her community has an entry monument and they do not have a homeowners association. Councilmember Clark stated most communities desire entry monuments.

Councilmember Burnham requested RA1 and RA2 be required to have 20,000 square feet of buildable space, and RD1 require 15,000 square feet of buildable space. Councilmember Clark stated that is a fair requirement.

Councilmember Gricius stated she likes Councilmember Burnham's compromise of 750 square feet of required open space for one- and two-bedroom units in multifamily projects. Councilmember Clark agreed. Councilmember Curtis stated he does not love that idea, but would approve of the compromise.

Councilmember Curtis stated he would prefer a requirement of twenty feet between multifamily buildings. Mayor Westmoreland explained that the space between multifamily units, whether is it ten or twenty feet, is not really usable. Councilmember Clark said if the buildings are too close, the sun does not hit in between the units.

Councilmember Burnham stated the minimum dwelling size in R2 is too large. Councilmember Curtis said the smallest home in a development he previously lived in was 1,600 square feet. Councilmember Burnham said she lived in a home in American Fork that was 750 square feet.

Councilmember Clark stated a requirement of 1,000 square feet is much smaller than other similar cities. Mr. Mumford said language can be clarified to designate different minimum dwelling sizes for one- or two-story homes; he explained that Saratoga Springs has a minimum dwelling size of 1,000 square feet on 6,000-square foot lots, and the minimum dwelling size increases as lot sizes increase.

Councilmember Burnham explained that not everyone has stairs; she would prefer a smaller required footprint, particularly for one-story homes with no basements.

Mr. Mumford stated he does not have a strong opinion on the subject; the requirement was included to protect home values and ensure similar sized homes are built in neighborhoods. The perceived value may go down if a tiny home is built next to a large home. He said a standard should be included, but he is not aware of homes being built that are less than 2,000 square feet, including the basement. They can include the garage in the square footage, which allows a 600-square foot home. The City previously required a minimum square footage, but that requirement was removed from Municipal Code after staff discussed the issue with local builders.

Discussion ensued regarding home values and how real estate agents obtain comparable property prices.

Councilmember Gricius stated she would approve lowering the minimum square footage to 750 square feet. Councilmembers Curtis and Reaves stated they do not want to allow less than 1,000 square feet for a minimum dwelling size.

Discussion ensued regarding resale value of 1,000-square foot homes and what is currently being built in the City.

Councilmember Curtis stated any lower limits set by the ordinance will be the standard the developers will build to. He said the lowest he would approve would be 900 square feet. Councilmembers Reaves, Clark, and Gricius agreed that 800 square feet would be acceptable.

Regarding building height, Councilmember Curtis said he would approve 45-foot tall buildings in a transit-oriented zone. Mr. Mumford said he will work on the transit-oriented zone to present to the Council before the end of the year.

Mr. Mumford requested the motion include an allowance for staff to update charts in the amendment.

MOTION: *Councilmember Gricius moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 17.25 Residential Zone and Chapter 17.30 Residential Zone Bonus Density Entitlements with the following conditions:*

- 1. Stairs are removed from garage measurements;*
- 2. 750 square feet of open space is required for one- and two-bedroom units;*
- 3. Three elevations are required for each floorplan;*
- 4. The required buildable area is 20,000 square feet in RA1 and RA2, and 15,000 square feet in RD1;*
- 5. The minimum dwelling size in R2, R,3 and RC is 800 square feet;*
- 6. Allow staff to update projection into setbacks chart; and*
- 7. The maximum building height permitted is 35 feet.*

Councilmember Curtis seconded the motion.

Councilmember Clark asked if the ordinance can be passed with the included conditions with the expectation that pool requirements will be addressed in the near future. Councilmember Gricius stated she is willing to do that as long as it returns with or before the transit-oriented zone.

City Jeremy Cook confirmed with the Council that they would like the amended pool requirement to correlate with the number of units in a project; a 12-unit project would not require the same size pool as a 150-unit project.

Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, Melissa Clark. The motion passed with a unanimous vote.

15. RESOLUTIONS

15.A. RESOLUTION - A Resolution of Eagle Mountain City, Utah Approving the First Amendment to the Amended and Restated Master Development Agreement for the Overland Development and Pony Express Parcel.

Mr. Mumford said the original master development agreement for Overland required a four-acre park and Club Ivory by the recording of a plat containing the 150th building permit in Village One. The requirement was increased to 200 building permits based on a trade for property for the widening of Aviator Avenue near the high school. Ivory Homes has proposed to build a larger improved clubhouse and park area if they are able to begin construction by December 15, with building construction complete by June 30, 2019, or when the 350th lot is recorded in Village One. They have also agreed to pay for and install 100 trees in the Pony Express Parkway median between Lake Mountain and Bobby Wren by November 30 of this year. The estimated cost is \$450 per tree, so the value provided is estimated to be \$45,000. Ivory Homes will work with the Parks and Recreation Director to provide appropriate tree species.

Councilmember Curtis stated that he wanted to outline the consequences for not meeting the start date and completion date deadlines.

Mr. Cook said if deadlines are not met, subdivision plats will not be recorded. He said the only risk that he sees is the possibility of Ivory Homes recording plats before June 30, knowing that they will not meet the deadline.

Byron Prince with Ivory Homes said they have proposed hard deadlines that are more aggressive than the recording process. Building that many units before June 30, 2019 is not likely to happen. He stated another deadline can be placed between the beginning of construction and the completion date.

Councilmember Curtis stated his concern is that even if they cannot record additional plats, they can still build homes on the previously recorded plats.

City Recorder Fionnuala Kofoed stated she can provide notice to the Council of plat recordings as they happen. Mr. Mumford explained that building permits are issued directly after plat recordings; it is easier to stop recording plats than to stop building permits.

Regarding the Overland monument sign, Mr. Prince said he will coordinate with Mr. Mumford to schedule a time to meet with staff and the Council at the sign to discuss options for adding the City name.

MOTION: *Councilmember Curtis moved to approve a resolution of Eagle Mountain City, Utah approving the first amendment to the Amended and Restated Master Development Agreement for the Overland Development and Pony Express Parcel. Councilmember Burnham seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

15.B. RESOLUTION - A Resolution of Eagle Mountain City, Utah Amending the Policies and Procedures Manual for Live Chat.

Management Analyst Evan Berrett stated the City can offer Live Chat with the updated website. The purpose of Live Chat is the ability to resolve issues quickly through the website; they intend to pilot the program with the Utility Billing Department, as they receive questions that can be quickly answered over Live Chat. Staff felt it was important to draft guidelines before its implementation.

Councilmember Curtis stated Councilmembers will not use Live Chat. Councilmember Clark explained that it is beneficial to include the Council in the policy in case Councilmembers utilize the program in the future.

MOTION: *Councilmember Reaves moved to approve a resolution of Eagle Mountain City, Utah amending the Policies and Procedures Manual for Live Chat. Councilmember Clark seconded the motion. Those voting aye: Colby*

Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.

16. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Gricius

None.

Councilmember Clark

Councilmember Clark said the Back to School Safety night was well attended and is excited for the event to continue annually.

Councilmember Reaves

See the board liaison report.

Councilmember Burnham

See the board liaison report.

Councilmember Curtis

See the board liaison report.

Mayor Westmoreland

None.

17. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Clark

Councilmember Clark said she is looking forward to the upcoming Military and Veterans Board appointments.

Councilmember Reaves

Councilmember Reaves said he met with Library Director Michele Graves and she is putting a report together that shows the number of registered card holders and how often cards are used.

Councilmember Burnham

Councilmember Burnham said the Planning Commission is going to meet at 6:00 p.m. on Wednesday, August 28, as the joint Eagle Mountain and Saratoga Springs City Council meeting is scheduled for the previously scheduled Planning Commission date of Tuesday, August 27.

Councilmember Curtis

Councilmember Curtis stated he is looking forward to the upcoming Parks and Recreation Board appointments.

18. COMMUNICATION ITEMS

18.A. Upcoming Agenda Items

Mayor Westmoreland said the election canvass will be held on August 27. A joint meeting with Saratoga Springs is scheduled for directly after the canvass. On the September 3 City Council meeting, the Council will review a Municipal Code amendment for the Regional Technology and Industry Overlay zone.

Councilmember Curtis asked if the amendment will allow animal slaughter at the Tyson Foods facility. Mr. Mumford said they have drafted the amendment to ensure that the killing of live animals is not permitted.

Mayor Westmoreland said additional upcoming agenda items include a Municipal Code amendment for the Master Transportation Plan, a preliminary plat for SilverLake South, and a rezone for Cedar Farms.

Mr. Mumford said the SilverLake South preliminary plat will return as soon as the applicant has updated the plans with the Planning Commission's recommendations. He expects that item to return to the Planning Commission on September 10.

Mr. Mumford explained the Stratton Estates and Oquirrh Mountain Ranch projects are on hold. The Oquirrh Mountain Ranch applicant submitted a change to the preliminary plat and is attempting to sell portions of the property.

Mayor Westmoreland said the City is working with the Department of Natural Resources on an open space preservation plan.

18.B. Financial Report

19. ADJOURNMENT

MOTION: *Councilmember Gricius moved to adjourn the meeting at 9:27 p.m. Councilmember Reaves seconded the motion. Those voting aye: Colby Curtis, Stephanie Gricius, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

The meeting was adjourned at 9:27 p.m.

Approved by the City Council on September 3, 2019.

Fionnuala B. Kofoed, MMC
City Recorder



Joint EAGLE MOUNTAIN and
Saratoga springs
CITY COUNCIL MEETING MINUTES

August 27, 2019, 6:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

EAGLE MOUNTAIN CITY ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, and Melissa Clark. Councilmember Stephanie Gricius was excused.

STATE ELECTED OFFICIALS PRESENT: Utah State Representative Jefferson Moss and Utah State Senator Jake Anderegg.

OTHER ELECTED OFFICIALS PRESENT: David Gustin, Cedar Fort Mayor; Brad Gurney, Fairfield Mayor; RL Panek, Fairfield Town Councilmember; Chris Porter, Saratoga Springs City Councilmember; Shellie Baertsch, Saratoga Springs City Councilmember; Stephen Willden, Saratoga Springs City Councilmember; and Julie King, Alpine School District Board Member;

EAGLE MOUNTAIN CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Chris Trusty, City Engineer; Steve Mumford, Community Development Director; Fionnuala Kofoed, City Recorder; Melanie Lahman, Deputy Recorder; Lianne Pengra, Recording Secretary; and Linda Peterson, Communications Director.

OTHERS PRESENT: Owen Jackson, Saratoga Springs Assistant City Manager; Shawn Seager, Mountainland Association of Governments Director of Planning; Shawn Eliot, Mountainland Association of Governments Senior Planning Manager; Eric Rasban, Utah Department of Transportation Region Three Planning Director; and Jeremy Brown, Utah Department of Transportation Region Three Project Manager.

6:00 PM – WORK SESSION - CITY COUNCIL CHAMBERS

Mayor Westmoreland called the meeting to order at 6:15 p.m.

1. WELCOME AND INTRODUCTIONS
2. ITEMS OF MUTUAL INTEREST AND CONCERN

Work session discussion only. No policy decisions were made.

Shawn Seager, Mountainland Association of Governments Director of Planning presented the 2019-2050 Regional Transportation Plan.

3. ADJOURNMENT

Mayor Westmoreland adjourned the meeting at 7:17 p.m.

Approved by the City Council on September 3, 2019.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

August 27, 2019, 5:45 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Colby Curtis, Benjamin Reaves, Donna Burnham, and Melissa Clark. Councilmember Stephanie Gricius was excused.

CITY STAFF PRESENT: Ifo Pili, City Administrator; Fionnuala Kofoed, City Recorder; Lianne Pengra, Recording Secretary; and Linda Peterson, Communications Director.

1. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 5:48 p.m. and the Mayor and City Councilmembers convened as the Eagle Mountain City Board of Canvassers.

2. PLEDGE OF ALLEGIANCE

3. MOTION

- 3.A. Approval of the Report of the Eagle Mountain City Primary Election of August 13th, 2019, Verifying the Results of the Election by Ratifying the Results of the Canvass; Accepting the Report of the Election Official and Certifying the Election Results; and Declaring the Persons Reported by the Election Official as Receiving the Highest Number of Votes to be on the Ballot and Nominated for the General Municipal Election on November 5th, 2019.

City Recorder Fionnuala Kofoed provided the following information to the Board. Utah County mailed 13,801 ballots to Eagle Mountain City residents. A total of 1,975 were returned, for a 14.31% return rate. Three provisional ballots were processed and all were counted. There were 66 ballots mailed to Utah County that were not counted; six ballots had missing signatures, three had signatures that did not match, and 57 were mailed after the required postmark date. On election day, fifty residents voted at City Hall.

Board Member Reaves asked if the number of ballots mailed past the due date was higher than in previous years. Ms. Kofoed explained that Utah County did not provide that information for past elections. She stated it is likely a lower number, as this year, the City provided additional education to residents regarding mailing ballots in time.

Ms. Kofoed explained that voters have the option to include a phone number and email address, but a privacy tab was not provided. The information is beneficial to the County if the voter needs to be contacted regarding missing or non-matching signatures, but some voters opted to not include the information due to privacy concerns.

MOTION: *Board Member Burnham moved to verify the results of the election by ratifying the results of the canvass; accept the report of the Election Official and certify the election results; and declare 4-year City Council Candidates Colby Curtis, Devin Smith, Carolyn Love, Rich Wood, Jared Gray, and Ben Porter as receiving the highest number of votes to be eligible to be on the ballot and nominated for the General Municipal Election on November 5th, 2019. Board Member Reaves seconded the motion. Those voting aye: Colby Curtis, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

4. ADJOURNMENT

MOTION: *Board Member Clark moved to adjourn at 5:58 p.m. Board Member Curtis seconded the motion. Those voting aye: Colby Curtis, Benjamin Reaves, Donna Burnham, and Melissa Clark. The motion passed with a unanimous vote.*

The meeting was adjourned at 5:58 p.m.

Approved by the City Council on September 3, 2019.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapter 17.48 Regional Technology and Industry Overlay Zone.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:			
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
Yes

REQUIRED FINDINGS:
Amendments to the Municipal Code are legislative actions and do not require approval based upon findings of facts. The Council should consider the health, safety, and welfare of the community.

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

On August 28th the Planning Commission held a public hearing and recommended (4-0) that the City Council approve the proposed code amendment, adding "harvesting" to the "not-including..." section of the amendment.

PREPARED BY:

Steve Mumford,
Planning

RECOMMENDATION:

BACKGROUND:

The Regional Technology and Industry Overlay Zone is intended to provide for the development and operation of large-scale technological, clean industrial, distribution, and high-tech manufacturing uses that will increase the tax base and provide jobs for the city's residents. In order to further accomplish that purpose we propose to add an allowed use to section 17.48.040, specifically: "Food processing, packaging, and manufacturing (not including on-site slaughter, killing, or harvesting of animals)." Food packaging and processing businesses provide a large number of jobs and fit well in the purpose of the overlay zone.

Attachments:

[Proposed Amendments to 17.48 RTI Overlay
ORD--RTI Overlay Zone Amendment.doc](#)

Chapter 17.48

REGIONAL TECHNOLOGY AND INDUSTRY OVERLAY ZONE¹

Sections:

- 17.48.010 Purpose.**
- 17.48.020 Definitions.**
- 17.48.030 Special approval process.**
- 17.48.040 Allowed uses.**
- 17.48.050 Nonallowed uses.**
- 17.48.060 Temporary uses.**
- 17.48.070 Setbacks.**
- 17.48.080 Building height.**
- 17.48.090 Development standards.**
- 17.48.100 Landscaping and screening.**
- 17.48.110 Building facade architectural standards.**
- 17.48.120 Repeal date.**

17.48.010 Purpose.

The regional technology and industry overlay zone is intended to provide for the development and operation of large-scale technological, clean industrial, distribution, and high-tech manufacturing uses that will increase the tax base and provide jobs for the city's residents. The standards and processes of the base or underlying zone shall be applicable unless modified or replaced by this overlay zone. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A)].

17.48.020 Definitions.

Development review committee or "DRC" shall be chaired by the planning director, or his designee, and shall include, at a minimum, the city attorney, the department heads or an assigned representative from public works, community development, and engineering, and a representative of Unified Fire Authority. The planning director shall have authority to issue decisions or approvals on behalf of the DRC once the planning director has consulted with all the DRC members. The appointed economic development board liaison will serve as DRC liaison to city council. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A)].

17.48.030 Special approval process.

Projects that will include a minimum of 100 or more permanent jobs after construction or that include a minimum of 100,000 square feet of building floor area in a building or buildings within a single phase of development. Projects that meet this requirement shall follow the special approval process outlined

below. All other projects shall follow the approval process outlined in Chapter [17.100](#) EMMC and other applicable chapters. The regional technology and industry overlay zone special approval process shall be as follows:

A. Application. Project applicants shall submit a complete RTI (regional technology and industry) site plan application and a preliminary plat application (if subdividing property as part of the project).

B. Development Review Committee Review. Upon receipt of a complete application, the development review committee (DRC) shall review all aspects of the application and provide the applicant with required changes within five business days. The DRC shall provide feedback or a final decision within five business days of each submittal or resubmittal, and may approve the application with conditions to be completed during construction or require resubmittal with changes prior to approval.

C. Grading and Excavation. A permit for grading and excavation may be issued, at the applicant's risk, prior to project approval by the DRC.

D. Approval Authority. The DRC has final approval authority for RTI applications. No public hearings are required. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A)].

17.48.040 Allowed uses.

Except as provided in EMMC [17.48.050](#), the following land uses shall be permitted uses in the regional technology and industry overlay zone:

A. Aircraft sales, manufacturing, assembly and service;

B. Automotive, truck, and heavy equipment sales and associated services;

C. Bottling and canning plants;

D. Building materials manufacturing or other construction-related business (lumber, hardware, etc.);

E. Corporate campuses or offices;

F. Electronic data management businesses;

G. Facilities for the development and production of movies, film, television, and similar visual media;

H. Food processing, packaging, and manufacturing (not including on-site slaughter, killing, or harvesting of animals);

~~H~~.I. Laboratory and testing services (the use of animal testing and experimentation is prohibited);

~~I~~.J. Clean manufacturing businesses (no negative impacts on air quality);

~~J~~.K. Research and development uses including medical or electronic assembly and associated light manufacturing;

~~K~~.L. Trade and craftsman industries, including furniture and carpentry, upholstery shops, monument works, welding shops;

~~L~~.M. Indoor shooting ranges;

~~M~~.N. Warehouses. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A)].

17.48.050 Nonallowed uses.

Any uses that create smoke, gas, odor, dust, vibration of earth, or soot will not be allowed. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A)].

17.48.060 Temporary uses.

Temporary concrete batch plants, materials processing equipment, and other similar temporary uses may be approved by the DRC as part of the RTI site plan approval if the batch plant or materials processing is located at least one-half mile (2,640 feet) from any existing residence. The temporary uses will only be allowed during active construction of the site and construction of buildings with an active building permit, and only to provide materials for use on the property or for off-site public or private improvements related to the construction on the property. The DRC may impose conditions or restrictions on the batch plant or materials processing to protect the health, safety, and welfare of the public. [Ord. O-17-2018 § 2 (Exh. A)].

17.48.070 Setbacks.

All buildings in this zone, including accessory buildings, are required to comply with the setback provisions in the underlying zone, unless modified setbacks are determined by the development review committee to be reasonable, maintain a reasonable minimum distance from property lines as determined by the development review committee, based upon the specific use and potential impacts to neighboring properties. Any building that complies with the setback provisions in the underlying zone shall not be required to have setbacks approved by DRC. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A). Formerly 17.48.060].

17.48.080 Building height.

Permitted building height is five stories or approximately 50 feet. The development review committee may approve any building height that is reasonable based upon the specific use and potential impacts to neighboring properties. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A). Formerly 17.48.070].

17.48.090 Development standards.

The base zoning or underlying zoning shall be applicable, unless modified or replaced as follows:

- A. Buildings must comply with the architectural standards found in EMMC [17.48.110](#).
- B. Public roads that are on the city's master transportation plan must be improved to the level of standard designated on that plan (major arterial, minor arterial, major collector, minor collector, etc.).
- C. Public roads within projects must comply, at a minimum, with the industrial road standard found below. Private roads are allowed if they are contained completely within a project and also comply with the road standard below.
- D. Front parking lots and driveway entrances shall be asphalt or concrete in accordance with city standards. Equipment and rear parking areas may be graveled. Parking shall be provided in accordance with Chapter [17.55](#) EMMC.
- E. Outdoor storage areas do not need to comply with city landscaping requirements if they comply with EMMC [17.48.100](#).
- F. The minimum number of parking stalls may be approved by the DRC based upon information provided by the applicant relative to trip generation, hours of operation, shared parking, peak demands, or other applicable information.



Figure 1. 62' Industrial ROW

[Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A). Formerly 17.48.080].

17.48.100 Landscaping and screening.

Development within this overlay zone by its nature and intensity may not be compatible with other uses or zones. Proper screening techniques should be used to mitigate potential negative impacts to surrounding land uses. The following shall be applicable:

A. Walls or fences as defined in EMMC [17.60.110](#)(B) shall be required adjacent to residential or agricultural zones. Such fencing or walls may also be required around the entire perimeter of large-scale industrial or technological parks.

B. A 20-foot landscaped buffer (water-wise landscaping is acceptable, with a mix of trees and shrubs) shall be required adjacent to residential or agricultural zones and along all roads. Landscaping is not required behind walls or where it is not visible from a street.

C. All lighting shall be compliant with Chapter [17.56](#) EMMC, Outdoor Lighting Standards. Street lights shall be required in accordance with EMMC [15.10.390](#). [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A). Formerly 17.48.090].

17.48.110 Building facade architectural standards.

The following standards are intended to provide detail regarding the facade appearance of structures located within the regional technology and industry overlay zone.

A. Buildings shall maintain a contemporary appearance.

1. Architecture of industrial buildings where size predominates over artistic detailing shall feature clean lines and elements, vertical and horizontal articulation or modulation (stepping portions of the facade), and use of textures and materials to reduce the apparent scale of large building walls. Metal may be used along with other building materials.





2. Professional office buildings shall meet the commercial design standards found in Chapter [17.72](#) EMMC.
3. Where more than one structure is built in a complex or unit, structures shall have a similar style or theme, including colors, materials, and design elements.
4. Pedestrian-scaled architectural details are not required except for facades directly facing residential zones and/or main entryways to the project.
5. The main pedestrian or customer entrance shall be clearly identifiable, and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico.
6. Buildings shall include facade articulation/modulation (stepping portions of the facade) and horizontal and vertical divisions (textures or materials) to avoid large, featureless and/or panelized

surfaces on buildings. Large uninterrupted expanses of a building wall without facade modulation or divisions are prohibited.

B. Architectural features should be simple with careful attention given to concentrate details and fenestration along main street elevations and at building entries.

C. It is recognized that the function and use of particularly large buildings and buildings used for manufacturing and warehousing purposes will dictate the style and other appearance of the structure. In these cases strict adherence to the provisions of this chapter may not be advisable or possible. In such cases where function and use of building and site dictate design and exterior appearance, the need to accommodate function and use shall be the higher priority over design and appearance. The DRC shall still have the authority to require a variation in color and materials, and street-facing articulation. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A). Formerly 17.48.100].

17.48.120 Repeal date.

This chapter shall be automatically repealed on May 31, 2022. [Ord. O-17-2018 § 2 (Exh. A); Ord. O-10-2017 § 2 (Exh. A). Formerly 17.48.110].

ORDINANCE NO. O- -2019

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 17.48
REGIONAL TECHNOLOGY AND INDUSTRY OVERLAY ZONE.**

PREAMBLE

The City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.48 Regional Technology and Industry Overlay Zone as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 17.48 Regional Technology and Industry Overlay Zone.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2019.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of September, 2019.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City General Plan Master Transportation Plan.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:			
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY Tech Campus, West End, South Town

PUBLIC HEARING:
Yes

REQUIRED FINDINGS:
Amendments to the General Plan are legislative actions and do not require approval based upon findings of facts. The Commission should consider the health, safety, and welfare of the community.

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

On August 28th the Planning Commission held a public hearing on this item. After hearing public comments from two residents / stakeholders, they recommended (4-0) approval of the proposed amendments with a slight modification to the southern end of Pony Express Parkway.

PREPARED BY:

Steve Mumford,
Planning

RECOMMENDATION:

BACKGROUND:

The Transportation Master Plan was approved as an exhibit to the Eagle Mountain City 2018 General Plan in July, 2018. Changes are now necessary to the southern and southwestern areas of the city to better match existing conditions, planned improvements with economic development projects, and to improve economic development opportunities for large technology companies. These changes also fix a few misaligned roads. The changes include the following:

- Extending a major arterial further west to connect to SR 73 in the Pole Canyon / White Hills area
- Matching the road layout for the Tyson Foods industrial area
- Shifting a collector road to the west to match up with the existing paved road used by the Facebook trucks, also aligning with planned roads on the west side of the Brandon Park and Harmony projects
- Shifting the southern alignment of the planned freeway to the west to create more space for economic development projects that do not necessarily need good freeway access
- Adding an east-west arterial road on the south end of the city that connects several major roads
- Removing an east-west collector road that is no longer viable due to the construction of a Rocky Mountain Power substation

We plan to hire a transportation consulting firm in the near future to perform traffic modeling of our transportation master plan, which may result in additional changes at that time. These proposed changes, however, are time-sensitive, due to economic development opportunities.

Attachments:

Proposed Transportation Master Plan

Proposed Land Use Map

Proposed Land Use & Annex

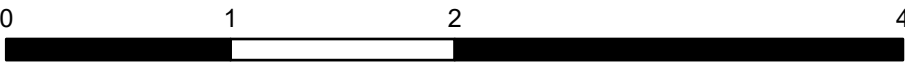
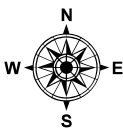
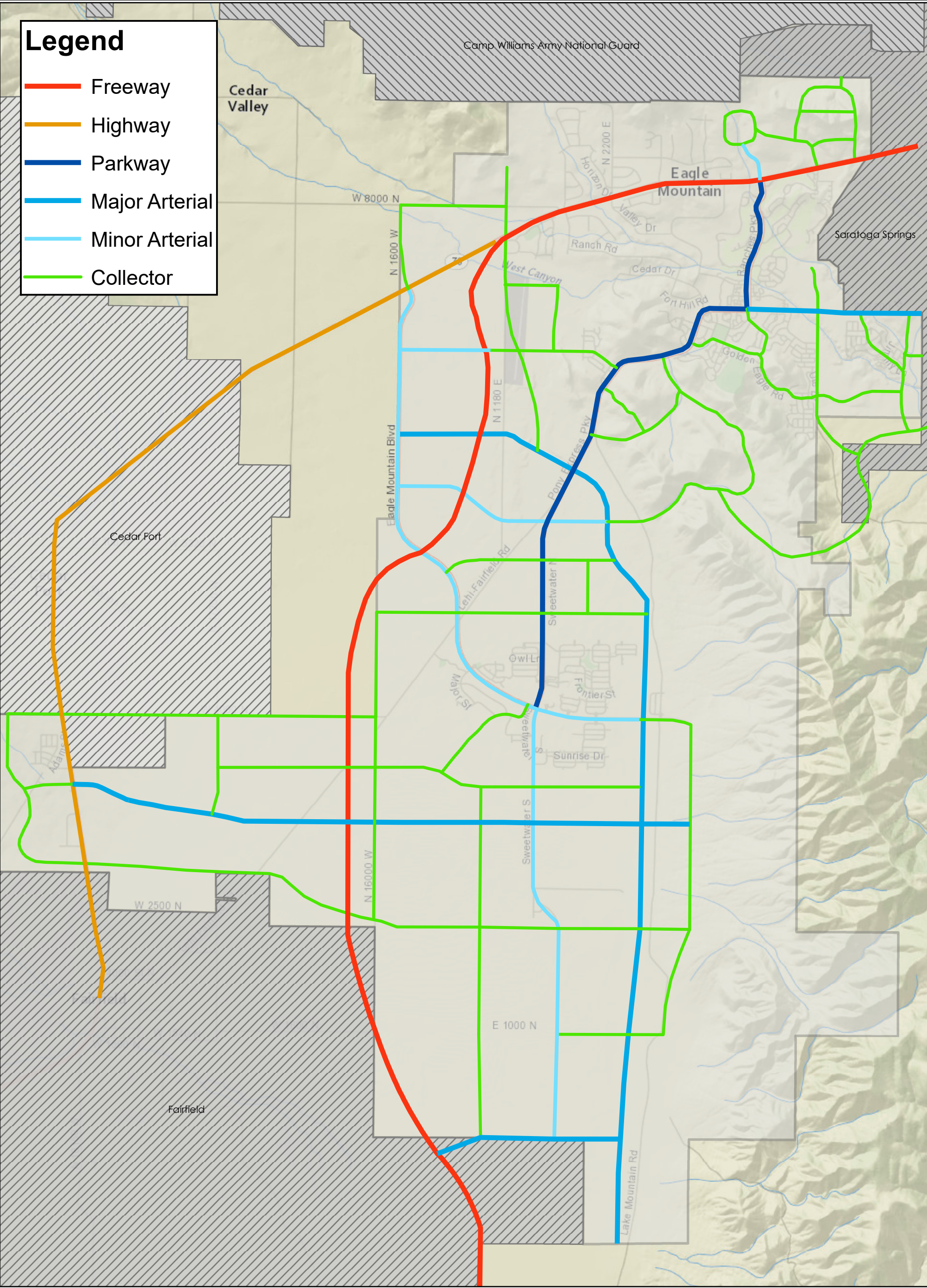
Existing Future Land Use Plan

Existing Annexation with Future Land Use Map

Existing Future Transportation Map

ORD--Master Transportation Plan Amendment.doc

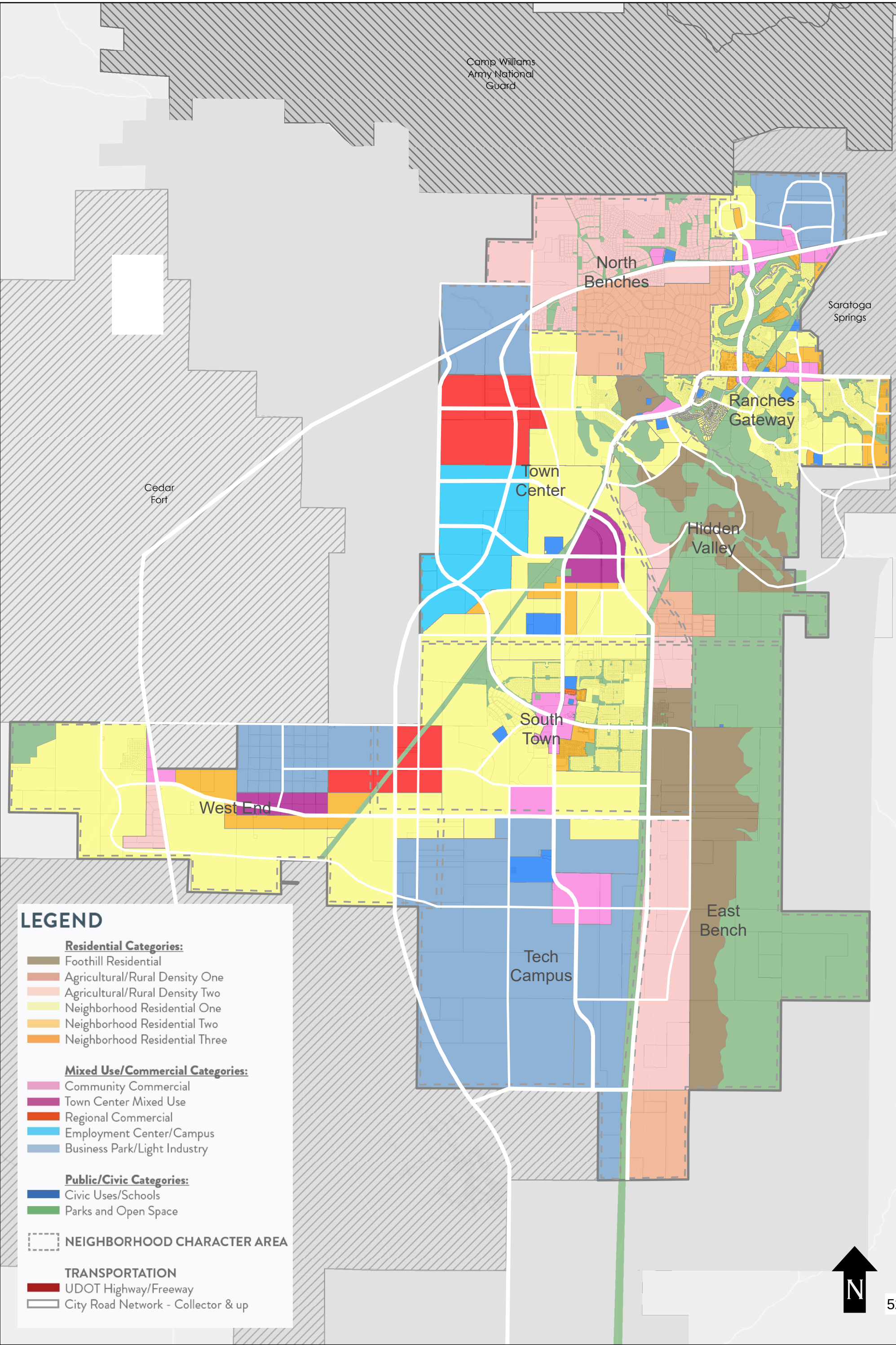
Proposed Transportation Master Plan Changes



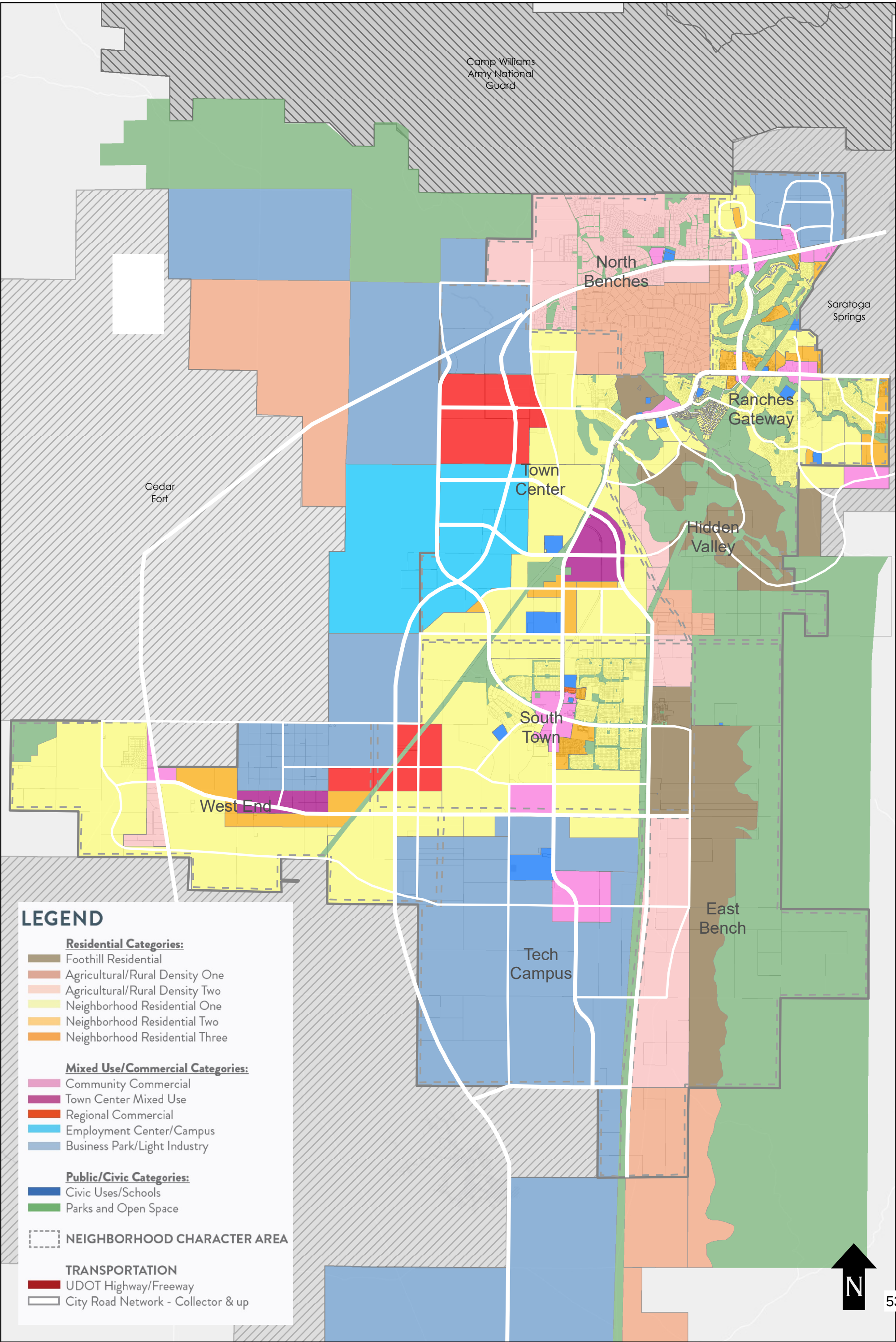
Disclaimer: Eagle Mountain City makes no warranty with respect to The accuracy, completeness, or usefulness of these maps. Eagle Mountain City assumes no liability for direct, indirect, special, or consequential damages resulting from the use or misuse of these Maps or any of the information contained herein. Portions may be Copied for incidental uses, but may not be resold.

Contact Eagle Mountain City
Engineering/GIS Department
801-789-6662

ANNEXATION AREAS, FUTURE LAND USE & TRANSPORTATION MAP



ANNEXATION AREAS, FUTURE LAND USE & TRANSPORTATION MAP



FUTURE LAND USE & TRANSPORTATION MAP

LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

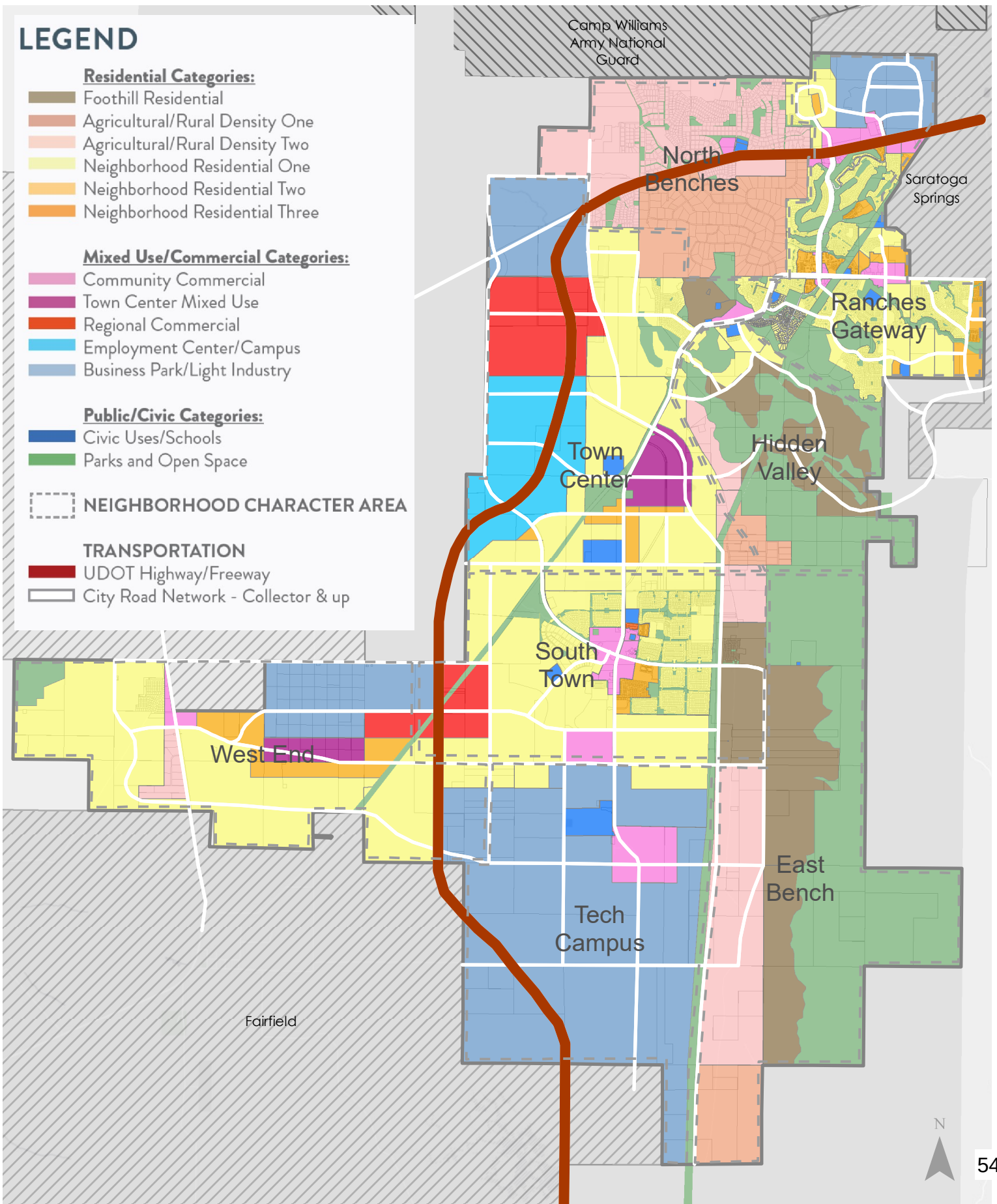
Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

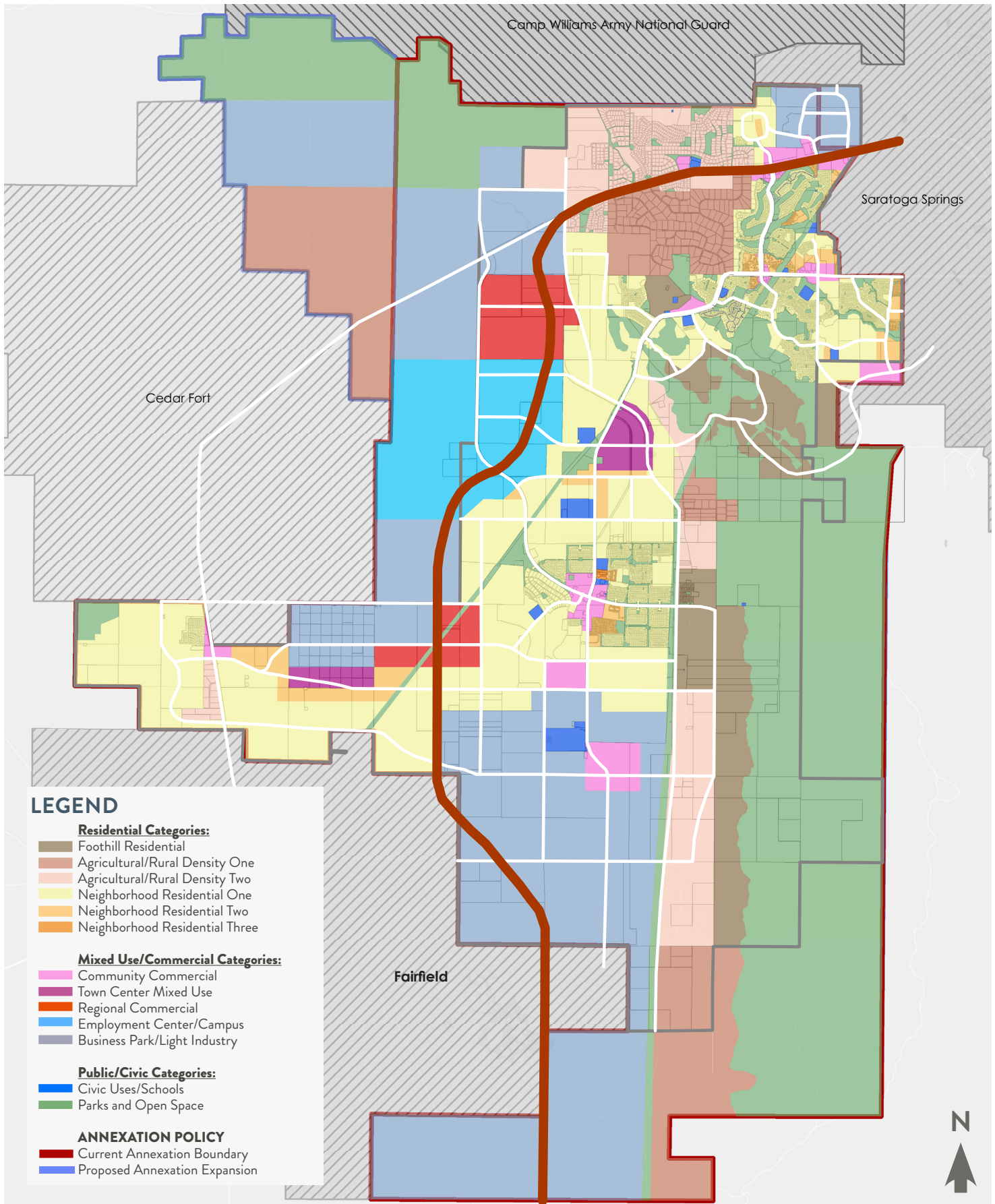
NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

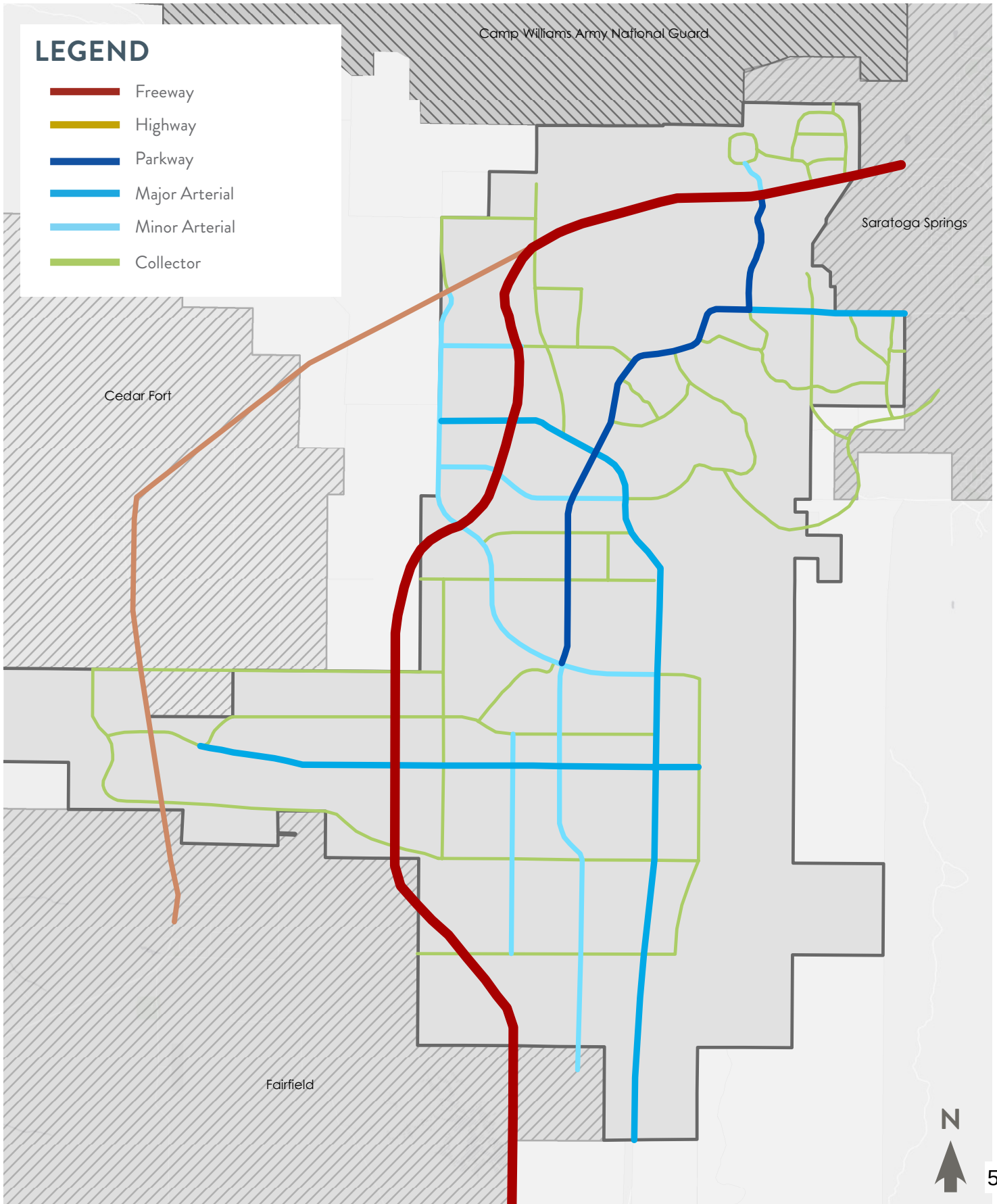
- UDOT Highway/Freeway
- City Road Network - Collector & up



ANNEXATION AREAS & FUTURE LAND USE MAP



FUTURE TRANSPORTATION MASTER PLAN



ORDINANCE NO. O- -2019

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH
ADOPTING AN AMENDED MASTER TRANSPORTATION PLAN**

The City Council of Eagle Mountain City, Utah finds all required public notices and hearing requirements have been completed and that it is in the public interest to amend the City's Master Transportation Plan.

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

1. The Master Transportation Plan of Eagle Mountain City, Utah set forth in Exhibit A to this Ordinance, is hereby amended and adopted.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2019.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of September, 2019.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah Rezoning Cedar Farms from Agriculture to the RA2 Residential Zone.		
ITEM TYPE:	Rezone		
FISCAL IMPACT:	N/A		
APPLICANT:	Jeff and Karen Scott		
GENERAL PLAN DESIGNATION Agricultural/Rural Density One	CURRENT ZONE RA2	ACREAGE 5.47 ac	COMMUNITY

PUBLIC HEARING:
Yes

REQUIRED FINDINGS:

17.90.060 A states: "The requested zones are consistent with the land uses shown on the general plan's future land use and transportation corridor map, and comply with the policies and provisions of the city general plan" - The future land use plan shows this property as Agriculture Rural Density One, which calls for lots between 2.5 - 5 Acres. This proposal complies with this provision as it's proposing 2.5 Acre lot size minimums.

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

-North: A 5.40-acre lot, zoned Agriculture, within the Agriculture/Rural Density One designation on the future land use

RECOMMENDATION:

BACKGROUND:

The Planning Commission directed staff to bring to the attention of the City Council the topic of Lake Mountain Road. Since it is not deemed a major or minor road on the master transportation plan and is considered a residential road, the Planning Commission would like Lake Mountain Road to be better defined as to what type of road standard it should be. Is Lake Mountain Road going to be a rural residential road with no curb and gutter, no street lights, and with swales for drainage or is it going to be held to the standard residential road cross section with curb, gutter, etc.

This property is shown on the Future Land Use Map as Rural Density One which is defined as: "Individual large lot residential. Range of 2.5 to 5 acre lots..." The proposed land use complies with the Future Land Use Plan.

Per 17.90.060 "There is no minimum parcel size or diversity of ownership required for rezoning of property. Rezoning of property shall be evaluated using the following criteria, and may be approved if the following requirements below are met:"

- + Compliance with General Plan
- + Compatibility Determination
- + City Services
- + Traffic Generation
- + Property Values

map. Per figure 17.60.150(1) Lot Size Transitioning the minimum lot size permitted next to a lot 4 acres or larger is 2 acres, thus this proposal is compliant with code, and General Plan standards with the property to the north.

-East: Lots that are approximately 5.5 acres in size on the other side of Lake Mountain Road. Per 17.60.150(1) Lot Size Transitioning the minimum lot size permitted next to a lot 4 acres or larger is 2 acres, thus this proposal is compliant with code and General Plan standards with the property to the east.

-South: Unimproved open space within the Sunset Flats Master Development Plan. 2.5 acre lots adjacent to open space is an appropriate use.

-West: Approximately 160 acres currently zoned Agriculture, with a future land use designation of Neighborhood Residential One which calls for "A mix of single-family residential lot sizes, generally ranging from 2 to 4 dwelling units per acre, and including improved neighborhood open space. "

Based on the evaluation of the existing neighboring uses, and the future land uses within the General Plan, this proposal complies.

17.90.060 C states: "The proposed use can be accommodated with public services and will not overburden the City's service capacity" The proposed change is not anticipated to place any burdens on city services, thus the proposal complies.

17.90.060 D states: "Traffic generation by the proposed use is within capabilities of streets serving the property." There are no concerns of added traffic moving from 1 five-acre lot to 2 two-and-a-half acre lots, thus the proposal complies.

17.90.060 E states: "The proposed use is not expected to have a significant negative impact on surrounding property values." The

proposed use is not anticipated to have any negative impact on neighboring properties, thus the proposal complies.

The proposed preliminary plat complies with the minimum lot frontage standards of 150 feet (17.25.110(E)), is not required to provide improved open space (17.25.110(G)), and contains buildable envelopes of approximately 90' x 170' and 90' x 145' (considering extra wide 50' setbacks and existing utility easements). The Base Density setbacks are actually 25' front and rear, 12' side with a combined sides of 30'. These setbacks would create even larger building envelopes.

PLANNING COMMISSION ACTION / RECOMMENDATION
The Planning Commission recommended approval of the Cedar Farms Rezone and Preliminary Plat to the City Council with the following conditions: 1) Applicant shall provide a utility plan for review by the City Engineer. 2) The applicant shall update the plat to show the minimum requirement of 20,000 sq ft of buildable area and RA2 setbacks. 3) Applicant shall provide an escrow for future improvement of the road and trail if deemed appropriate by the City Council.

PREPARED BY:
Michael Hadley, Planning

Attachments:
[Eagle Mountain 2018 General Plan Future Land Use Map](#)
[Sunset Flats Master Plan - Approved for Website](#)
[ORD--Cedar Farms Rezone.doc](#)

FUTURE LAND USE & TRANSPORTATION MAP

LEGEND

Residential Categories:

- Foothill Residential
- Agricultural/Rural Density One
- Agricultural/Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three

Mixed Use/Commercial Categories:

- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center/Campus
- Business Park/Light Industry

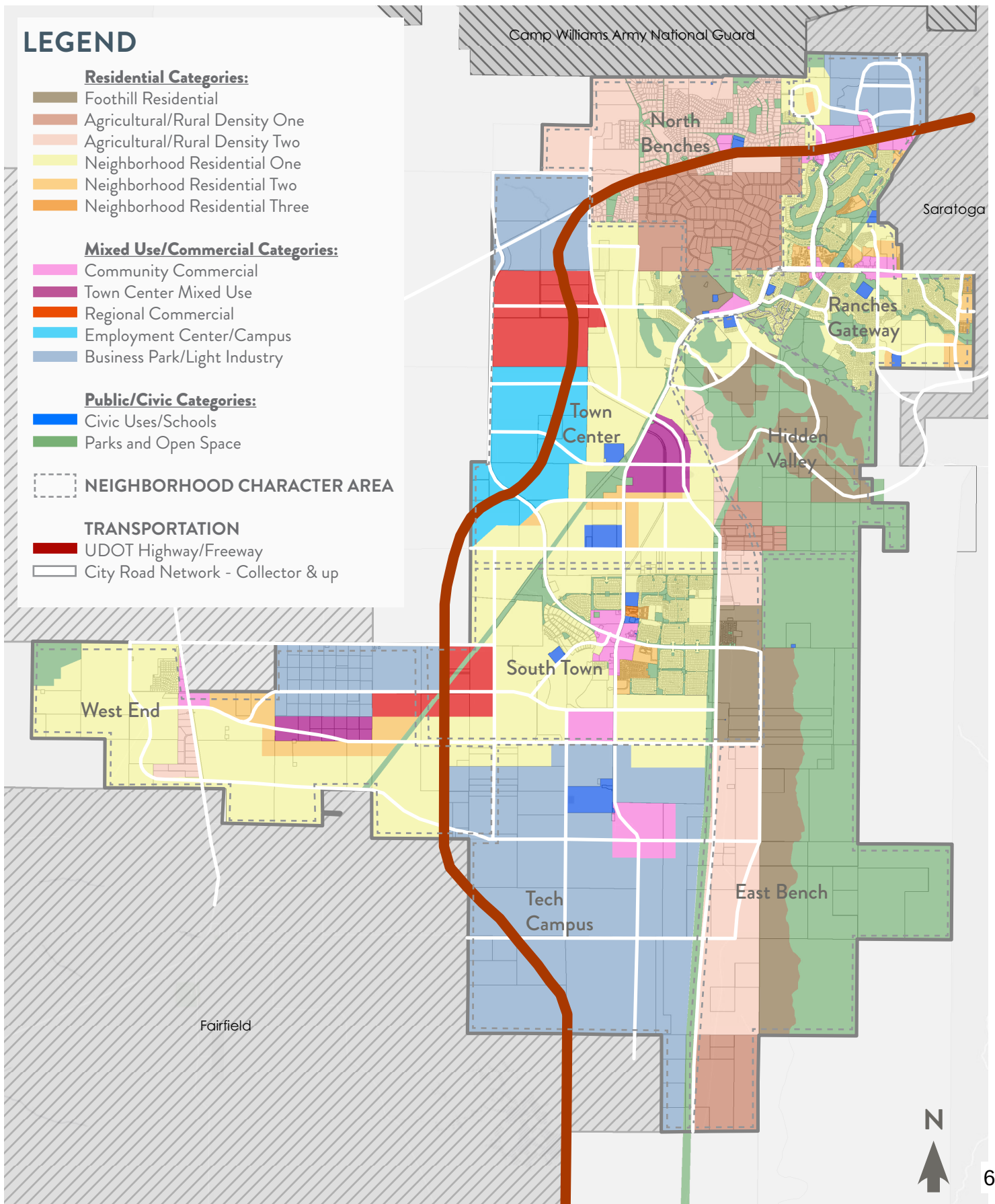
Public/Civic Categories:

- Civic Uses/Schools
- Parks and Open Space

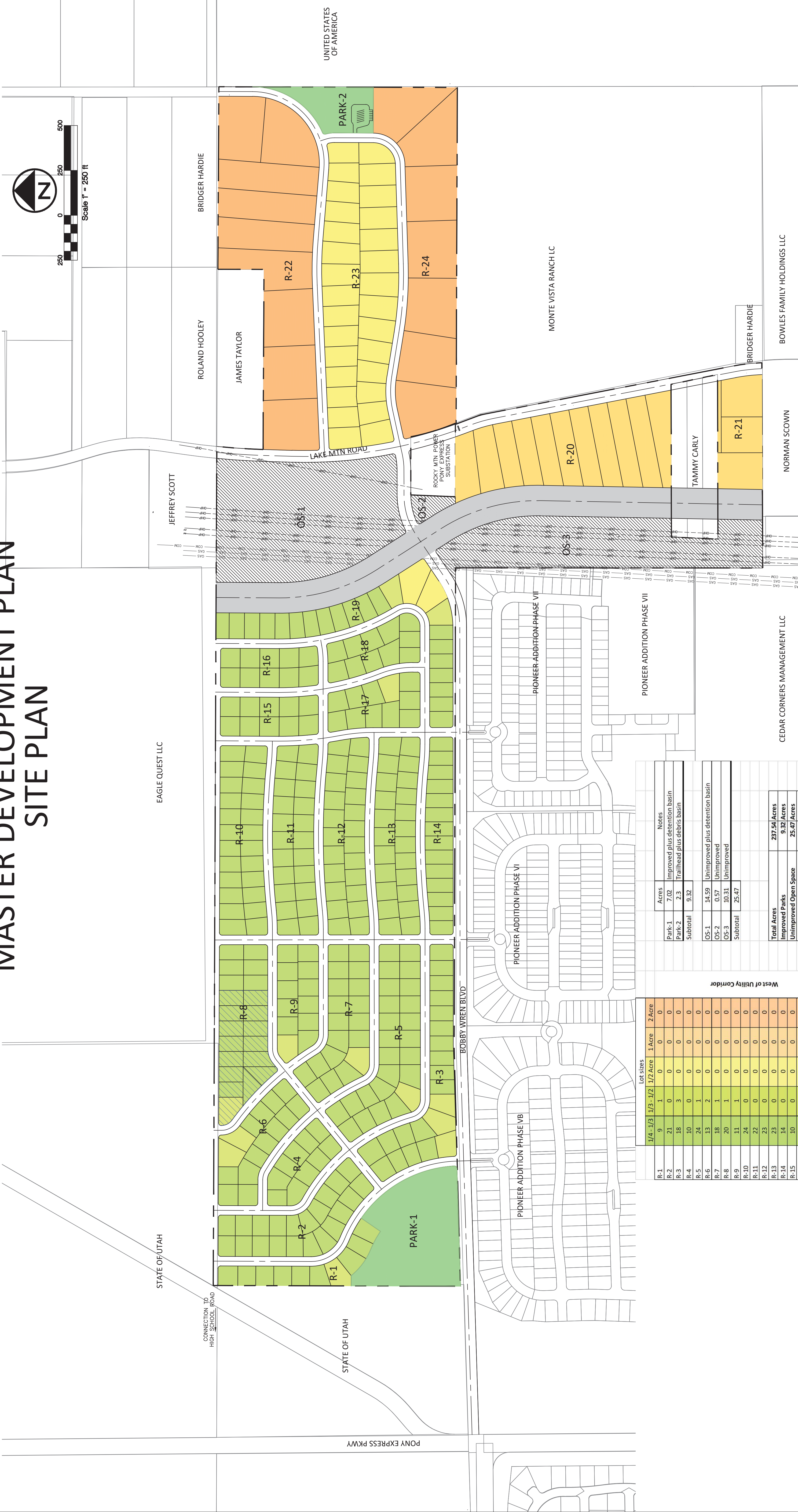
NEIGHBORHOOD CHARACTER AREA

TRANSPORTATION

- UDOT Highway/Freeway
- City Road Network - Collector & up



SUNSET FLATS



G:\DATA\7063 Ridge Point Sunset Flats\dwg\WP Exhibits\Sunset Flats Master Plan.dwg
PLOT DATE: Sep 15, 2017

ORDINANCE NO. O- -2019

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH
REZONING CERTAIN LANDS KNOWN AS CEDAR FARMS**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to rezone certain lands known as Cedar Farms, as set forth more specifically on Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the rezoning of certain lands known as Cedar Farms, as set forth on Exhibit A.

2. The lands depicted and described on Exhibit A are hereby rezoned to the density and uses as set forth more specifically on Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of September, 2019.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above ordinance was adopted by the City Council of Eagle Mountain City on this 3rd day of September, 2019.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Stephanie Gricius
- ☐ Benjamin Reaves

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	Gateway Phase 3 Blasting Permit		
ITEM TYPE:	Motion		
FISCAL IMPACT:			
APPLICANT:	Rocking P Blasting		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

PREPARED BY:

Chris Trusty, Public
Works

RECOMMENDATION:

Staff recommends that the City Council consider the blasting application for the installation of a sewer line for the Gateway Phase 3 project.

BACKGROUND:

Attachments:

[Blasting Permit Application](#)
[Eagle Mountain Application Cover Letter](#)
[Eagle Mountain Liability Insurance](#)
[Employee Possessor](#)
[Federal Explosives License](#)
[Gateway Map](#)
[Letter](#)

[UFA Signed Application Gateway P3](#)

FOR OFFICE USE ONLY

Fees received by: _____ Date of submittal: _____

Amount paid: _____ Receipt number: _____

Engineering approval: _____ Date of approval: _____



BLASTING PERMIT APPLICATION

Applicant & Project Information

Property Owner: Belle Street Partners

Address: 4160 E SR 73, Eagle Mountain, UT 84005

Phone: 801-404-4200 Cell: _____ Email: _____

Blasting Company's Name: Rocking P Blasting

Address: 1950 W 430 N Cir

Phone: 435-669-1175 Cell: _____ Email: Josh@rockingpblasting.com

Blasting Company's ATF License Number: 9-UT-053-20-0E-0046

Approximate Address of project site: 4160 E SR 73, Eagle Mountain, UT 84005

Size of subject property: _____

Amount of material to be produced by blasting activities (in cubic yards): 10,000

Estimated improvement cost: _____

Estimated start date: 9-1-2019 Estimated completion date: 9-30-2019

Description of the project. Include proposed number of blasts and intensity of each blast.

There will be approximately 5 blasts at 150 holes with 6,000 lbs per blast. This is for the Gateway Park Phase 3 utilities

Supporting Materials

The following materials are required to be submitted with the application:

- A. Blasting operations timeline;
- B. Proposed blasting hours and number of blasts;
- C. A detailed site plan showing any proposed blasting locations;
- D. Maximum number and intensity of blasts in each blasting site;
- E. Existing structures and utilities within one-quarter mile (1,320 feet) of any proposed blast site;
- F. A detailed topographic map showing preblasting slopes and post-blasting slopes, including the average slope of the building lots (if applicable);
- G. Anticipated amount of material to be produced by blasting activity and location of processing and storage of such materials;
- H. Plan to reduce negative impacts;
- I. Public notification plan in accordance with EMMC 8.25.040(C);
- J. Preblast structural inspection plan in accordance with EMMC 8.25.040(D);
- K. Blast monitoring plan of selected structures within 300 feet of the nearest blast;
- L. State permits for air quality and dust control;
- M. A copy of the permit issued by the Unified Fire Authority;
- N. A copy of the applicant's current ATF license to conduct explosive use operations;
- O. The processing fee required by the consolidated fee schedule approved by the city council; and
- P. Any additional information the city engineer determines is necessary to evaluate the impact of the proposed blasting. [Ord. O-23-2017 § 2 (Exh. A); Ord. O-30-2006 § 4; Ord. 00-06 § 4. Formerly 8.25.040].

Applicant Certification

I certify under penalty of perjury that this application & all information submitted as a part of this application are true, complete & accurate to the best of my knowledge. I also certify that I am the owner of the subject property & that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue or if conditions of the approval are not followed, I understand that The City of Eagle Mountain may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the application sections of the Eagle Mountain Development Code & that items & checklists contained in this application are basic & minimum requirements only & that other requirements may be imposed that are unique to individual projects or uses. Additionally, I have reviewed & understand sections from the Consolidation fee Schedule. I also agree to allow the staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof. I also understand that the approval of a minor development permit is valid for one year from the date of approval unless a longer duration is specified in a development agreement.

Property Owner's Signature _____ Date _____



August 8 2019, Gateway Park Phase 3

The below is information for drilling and blasting operations to be conducted for the Gateway Park Phase 3 Location. located on Spring Run Parkway as shown on the attached map.

- (A) Blasting to occur throughout September 2019
- (B) Blasting to occur Monday through Saturday between the hours of 9:00 a.m. and 5:00 p.m.
- (C) Blasting locations are contained within the specified blasting area (Please see attached map for locations)
- (D) Approximately 5 blasts and blasting intensity to be 150 holes and 6,000lbs or less per occurrence.
- (E) We will be approximately 75' off the Highway, 315' from the nearest home and 245' from the nearest structure. We will be using monitors as well as a third party for monitoring and home inspections (Please see attached map for locations)
- (F) Please refer to site plans
- (G) Approximately 500' of trenching, producing 10,000 yards of material
- (H) At the time of the blast, Rocking P will block all public access roads as shown on attached site map and personnel will have visual of entire blast area. Constant electronic communication will be maintained between all spotters and those barricading roads during blast. Blaster in charge will signal five minute and one minute warnings prior to blast. Access ways will remain blocked until blaster in charge checks the shot and signals the "All Clear." Blasting occurrences to be monitored by a third party to ensure safe levels of sound and vibration are achieved
- (I) NA- The 48hr notice will be given to the City
- (J) Preblast structural inspection to be completed by a third party (VCE) for structures within 300' of nearest blast
- (K) Monitors to be placed at the two closest homes south of sr73 and utilizing the permanent monitor to the north as well.
- (L) See Attached.
- (M) See Attached.
- (N) See Attached

(O) NA

(P) NA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas AGA, a division of Marsh USA, Inc. 5950 Sherry Lane, Suite 500 Dallas, TX 75225 www.aga-us.com	CONTACT NAME: (AGA DAL) Natasha Cagle PHONE (A/C, No, Ext): 469-759-1797 FAX (A/C, No): 469-709-1305 E-MAIL ADDRESS: ncagle@aga-us.com														
INSURED Rocking P Blasting, Inc. Rocking P Equipment, LLC 1950 W. 430 North Circle St. George UT 84770	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER B: American Mining Insurance Company</td><td>15911</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United States Fire Insurance Company	21113	INSURER B: American Mining Insurance Company	15911	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 46599718**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blaster's Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			5068957248	1/15/2019	1/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5068957248	1/15/2019	1/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			5238095913	1/15/2019	1/15/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A		AMWC278102 (AZ & UT)	1/9/2019	1/9/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Equipment			5068957248	1/15/2019	1/15/2020	Scheduled Equipment Per Schedule Ded: \$1,500 up to \$100,000 \$2,500 up to \$250,000 1% over \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDERCity of Eagle Mountain Utah
1650 E. Stagecoach Run
Eagle Mountain UT 84005**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Texas AGA, a division of Marsh USA, Inc.

75

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ACORD 25 (2016/03)

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ATF Notice of Clearance-Feb 2019

Notebook: Licenses and Permits

Created: 4/23/2019 10:45 AM

Updated: 4/23/2019 10:47 AM

Location: 37°6'57 N 113°37'30 W



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: ROCKING P BLASTING INC

Federal Explosives license/permit no.: 9-UT-053-20-0F-00467

NOTICE DATE: 02/07/2019

Expiration Date: **June 1, 2020**

Explosives License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

- 1 **WARNING.** Only those individuals listed below as **RESPONSIBLE PERSONS** and **EMPLOYEE POSSESSORS** with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- 2 **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you **MUST** take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you **MUST** remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- 3 **CHANGE IN RESPONSIBLE PERSONS.** You **MUST** report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons **MUST** include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are **NOT** required, however they will be required upon renewal of the license or permit.
- 4 **CHANGE OF EMPLOYEES.** You **MUST** report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for **EACH** employee.

Premises Address: 1950 W 430 NORTH CIRCLE
ST GEORGE, UT 84770

Mailing Address:

ROCKING P BLASTING INC
1950 W 430 NORTH CIRCLE
ST GEORGE, UT 84770

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and **MUST** be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) : 2
Number of EMPLOYEE POSSESSOR(S): 10

LAST NAME, First Name, Middle Name Clearance Status
RESPONSIBLE PERSONS: 2

0001 PROBST, JOSHUA ROBERT
0002 PROBST, MACK N

Cleared
Cleared

EMPLOYEE POSSESSORS:

10

0001 BINGHAM, MARION MARE
0002 GUBLER, CHASE RODNEY
0003 HULET, JAMES ERNEST

Cleared
Cleared
Cleared

continued

LAST NAME, First Name, Middle Name Clearance Status

0004 KIZER, KEVIN PATRICK Cleared
0005 LEE, MICHAEL HAMBLIN Cleared
0006 MCINNES, BENJAMIN SCOTT Cleared
0007 OLSEN, GAYLN FAYNE Cleared
0008 PLATT, JON TRAVIS Cleared
0009 BRINK, EVERETT THOMAS Pending
0010 DAVIS, JIM L Pending

Federal Explosives License 2019

Notebook: 2019 ATF Clearance,Federal Licence, Named Insurance

Created: 11/21/2018 2:26 PM

Updated: 5/2/2019 4:29 PM

Author: Josh Probst

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives		Federal Explosives License/Permit (18 U.S.C. Chapter 40)	
In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown: THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.			
Direct ATF	ATF - Chief, FELC	License/Permit Number	9-UT-053-20-0F-00467
Correspondence To	244 Needy Road Martinsburg, WV 25405-9431	Expiration Date	June 1, 2020
Chief, Federal Explosives Licensing Center (FELC) <i>Christopher R. Reers</i>			
Name ROCKING P BLASTING INC			
Premises Address (Changes? Notify the FELC at least 10 days before the move.) 1950 W 430 NORTH CIRCLE ST GEORGE, UT 84770-			
Type of License or Permit 20-MANUFACTURER OF EXPLOSIVES			
Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."		Mailing Address (Changes? Notify the FELC of any changes.) ROCKING P BLASTING INC 1950 W 430 NORTH CIRCLE ST GEORGE, UT 84770-	
Licensee/Permittee Responsible Person Signature		Position/Title	
Printed Name		Date	
Previous Edition is Obsolete		ATF Form 5400.14/5400.15 Part I Revised October 2011	
Federal Explosives License (FEL) Customer Service Information			
Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431		Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov ATF Homepage: www.atf.gov	
Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)			
Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.			
(Continued on reverse side)			
Cut Here			
Federal Explosives License/Permit (FEL) Information Card			
License/Permit Name: ROCKING P BLASTING INC			
Business Name:			
License/Permit Number: 9-UT-053-20-0F-00467			
License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES			
Expiration: June 1, 2020			
Please Note: Not Valid for the Sale or Other Disposition of Explosives.			





Gateway Park, Phase 3

The below is information for drilling and blasting operations to be conducted at the Gateway Park, Phase 3 project in Eagle Mountain, UT. Production blasting will be intermittent throughout September. Approximately 5 occurrences to break rock for trenching of utilities. Estimated maximum explosives will be 150 holes and 6,000 pounds per.

For Area of work (Please refer to site Map)

At the time of the blast, Rocking P will block all public access roads as shown on attached site map and personnel will have visual of entire blast area. Constant electronic communication will be maintained between all spotters and those barricading roads during blast. Blaster in charge will signal five minute and one minute warnings prior to blast. Access ways will remain blocked until blaster in charge checks the shot and signals the "All Clear."

All explosives will be brought in on day of shot. No on site storage of explosives is planned.

Explosives to be used on site:

Nonel blasting caps, detonators, and delays

½ pound to 1 pound cast boosters

1 ¼" x 8" Emulsion

ANFO

Emergency Contact Information:

Mack Probst

174 E 100 S PO Box 478 Enterprise, UT 84770

Mobile 435-231-4868

Home 435-878-2576

Josh Probst

1950 W 430 N Circle Saint George, UT 84770

Mobile 435-669-1175



UNIFIED FIRE AUTHORITY - INVESTIGATIONS BUREAU
EXPLOSIVE BLASTING PERMIT APPLICATION

BASIC INFORMATION

Business Name: Rocking P Blasting Date/Time of Application 8-6-2019
Address: 1950 W 430 N Cir City/State St George Zip 84770
Contact Person: Josh Probst Title: President
Office Phone: 435-669-1175 Fax: _____ Pager: _____ 24-Hour: _____
Jurisdictional Business License Number: _____

BLASTING TECHNICIAN INFORMATION

Name: Josh Probst
Address: 1950 W 430 N Cir City/State St George Zip 84770
Date of Birth: 10-11-1983 Driver's License & State: 165518645 UT
Office Phone: 435-669-1175 Fax: _____ Pager: _____ 24-Hour: _____
ATF Federal Explosives License/Permit #: _____ Expires: _____
Handler Permit (From this or any other state): # 9-UT-053-20-0F-00467 Expires: 06-01-2020

SITE INFORMATION

Location: Gateway Park Phase 3 (Eagle Mt)
Blasting Date: September 2019 Time Start: _____ Time End: _____
Blasting Date: _____ Time Start: _____ Time End: _____
Name of Constructing Project: _____ Phone (Emergency): _____

REQUIREMENTS (must be attached)

- | | |
|--|--|
| ☒ Site Safety Plan (Must show #shots, distances, amounts, etc.) | ☒ Explosives Storage Plan on Site |
| ☒ \$1,000,000 or higher General Liability Insurance Bond, | ☒ ATF clearance letter & employee possessor list |
| ☒ Policy rider listing Unified Fire Authority on policy, original to follow within 3 days. | |
| ☒ Check for \$150.00/Single Event | |
| ☒ Check for \$350.00/2 or More Events in Year | ☒ Seismic Monitoring Plan |

It is understood and agreed that the holder of this Permit shall indemnify and hold harmless and the Unified Fire Authority from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Permittee, its agents, or employees in the execution of the conduct authorized by this Permit. The Permittee shall obtain, maintain, and pay the premiums for liability insurance in the amount of \$100,000.00 U.S. dollars with provisions that will protect the county from contingent liability under this Permit and proof of such insurance policy or policies shall be attached to the application prior to approval being given. Permittee shall provide a fire watch during, and for a reasonable time afterwards, to extinguish any and all smoldering debris. Permittee must provide their own water supply and equipment for that task. Permittee must notify the Fire Department by the quickest means possible of any and all working fires. Any questions should be directed to the UFA Investigations Bureau at (801) 619-7951.

Applicant Signed by: [Signature] Title: Manager
Approving Investigator: [Signature] Title: INVESTIGATOR 8/13/19



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	AGREEMENT - A CRA Participation Agreement between The Redevelopment Agency of Eagle Mountain City, Eagle Mountain City, Oquirrh Wood Ranch, LLC, Utah County and Tyson Fresh Meats, Inc.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION Industrial	CURRENT ZONE Industrial	ACREAGE 80	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

NA

PREPARED BY:

Aaron Sanborn, Admin

RECOMMENDATION:

Staff recommends that the City Council approves the participation agreement and allows staff to work through the final details.

BACKGROUND:

The proposed project is for a large case ready fresh meat facility to locate on the Pole Canyon Industrial Site. The project would bring in a very large capital investment and develop an underserved area of the City. This would allow for future development of the area, with increased jobs and tax revenue coming to the City as a result.

The participation agreement directs the payment of the tax increment generated through the investment of Tyson Fresh Meats, Inc. The Project Area Plan and Budget were adopted by the Eagle Mountain Redevelopment Agency on May 7th, 2019. The projected amount of tax increment generated through this project (over the 20-year life of the CRA) is \$16,916,496. It is proposed that those funds go towards bringing in necessary infrastructure to serve this site and the surrounding area. That infrastructure will be provided by Eagle Mountain City, Oquirrh Wood Ranch, LLC, Utah County, and Tyson Fresh Meats, Inc.

The participation agreement stipulates the reimbursement amounts and timeline for repayment. Eagle Mountain City will specifically receive tax increment funds to pay for required water shares (handled through separate water agreement) and impact fees required for the project.

Attachments:

[Participation Agreement DRAFT 8-28 \(00452166xB00C1\)](#)

CRA Participation Agreement

between

The Redevelopment Agency of the City of Eagle Mountain

and

Eagle Mountain City, Oquirrh Wood Ranch, LLC, Utah County
and Tyson Fresh Meats, Inc.

CRA Participation Agreement

This CRA Participation Agreement (this “Agreement”) is entered into as of June 26, 2019 (the “**Effective Date**”), by the Redevelopment Agency of the City of Eagle Mountain, a political subdivision of the State of Utah (the “**Agency**”), and Oquirrh Wood Ranch, LLC, a Utah limited liability company (“**Oquirrh Wood**”), Eagle Mountain City, a political subdivision of the State of Utah (“**Eagle Mountain**”), Utah County, a political subdivision of the State of Utah (the “**County**”) and Tyson Fresh Meats, Inc., a Delaware corporation (“**Tyson**”). The Agency, Oquirrh Wood, Eagle Mountain, County and Tyson may be referred to herein collectively as “**Parties**” or individually as a “**Party**”. Oquirrh Wood, Eagle Mountain, County and Tyson may be referred to herein collectively as “**Participants**” or individually as a “**Participant**”.

1. SUBJECT OF AGREEMENT

1.1 Purpose of the Agreement

The purpose of this CRA Participation Agreement (the “**Agreement**”) is (a) to implement the Project Area Plan for the Pole Canyon Community Reinvestment Area (the “**Project Area Plan**”) adopted by the Agency, by providing for the potential development of a meat processing facility, including construction of a building for meat processing (the “**Building**”) as well as certain accessory uses or buildings located on the Project Area (as defined below) and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Project Area that are reasonably related to the meat processing facility (collectively, the “**Project**”) on approximately 80 acres of land, as more particularly described below, located in the City of Eagle Mountain, Utah (the “**City**”), comprising the Pole Canyon Community Reinvestment Area (the “**Project Area**”), and (b) to specify the terms and conditions pursuant to which the Agency, Oquirrh Wood, Eagle Mountain, County and Tyson will cooperate in bringing about this objective, including the funds the Agency will provide to assist in the development of the Project Area. The fulfillment of this Agreement is vital to and in the best interests of the City and the health, safety, and welfare of its residents, and in accord with public purposes and will provide a benefit to the City and its residents. This Agreement is carried out pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency, Title 17C of the Utah Code Annotated, in effect when the Project Area Plan was adopted (the “**Act**”).

1.2 The Project Area Plan

The Agency adopted Resolution No. [REDACTED] on [REDACTED], which authorized the preparation of a draft community reinvestment project area plan. This Agreement is subject to the provisions of the Project Area Plan, as approved and adopted on [REDACTED], by the City Council of the City, in Ordinance No. [REDACTED] (the “**Ordinance**”), in accordance

with Section 17C-5-104 of the Act. The Project Area Plan and the Ordinance are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

1.3 The Project Area

The Project Area is located within the boundaries of the City. The exact boundaries of the Project Area are specifically and legally described in **Exhibit C** attached hereto. The Project Area is shown on the Project Area Map which is attached hereto as **Exhibit D**.

1.4 The Project Area Budget

Pursuant to the Act, a Project Area Budget has been adopted by the Agency for the Project Area (the “**Project Area Budget**”). A copy of the Project Area Budget is attached hereto as **Exhibit E**.

1.5 Interlocal Agreements

On or before the Effective Date, the Agency has entered into separate interlocal agreements (collectively, the “**Interlocal Agreements**”) with various Taxing Entities (defined below) as follows:

(a) that certain Interlocal Cooperation Agreement between the Agency and the City, a copy of which is attached hereto as **Exhibit F**;

(b) that certain Interlocal Cooperation Agreement between the Agency and Utah County, Utah (the “**County**”), a copy of which is attached hereto as **Exhibit G**;

(c) that certain Interlocal Cooperation Agreement between the Agency and Alpine School District (the “**School District**”), a copy of which is attached hereto as **Exhibit H**;

(d) that certain Interlocal Cooperation Agreement between the Agency and the Unified Fire Service Area (the “**UFSA**”), a copy of which is attached hereto as **Exhibit I**; and

(e) that certain Interlocal Cooperation Agreement between the Agency and the Central Utah Water Conservancy District (the “**Water District**”), a copy of which is attached hereto as **Exhibit J**.

1.6 Parties to the Agreement

(a) Agency

The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Act. The address of the Agency for purposes of this Agreement is: Redevelopment Agency of the City of Eagle Mountain, 2565 North Pony Express Parkway, Eagle Mountain, Utah 84005, Attention: Aaron Sanborn.

(b) Oquirrh Wood

Oquirrh Wood Ranch, LLC is the developer of the Project Area and adjacent property. The address of the Oquirrh Wood for the purposes of this Agreement is: 14034 South 145 East, Suite 204, Draper, Utah 84020.

(c) Eagle Mountain

Eagle Mountain is a political subdivision of the State of Utah and the Project Area is located within the boundaries of Eagle Mountain. The address of Eagle Mountain for the purposes of this Agreement is: 1650 E. Stagecoach Run, Eagle Mountain City, Utah 84005, Attention: City Recorder.

(d) County

Utah County is a political subdivision of the State of Utah. The address of County for the purposes of this Agreement is: Attn: County Commission, 100 E. Center Street, Provo, UT 84606.

(e) Tyson

Tyson Fresh Meats, Inc., is a Delaware corporation and is purchasing property within the Project Area. The address of Tyson for the purposes of this Agreement is: 2200 W. Don Tyson Parkway, Springdale, AR 72762

1.7 No Additional Approvals. Upon the approval of this Agreement by the Agency, and the expiration of all statutory notice and contest periods, no additional legislative action is required for the Agency to perform its obligations hereunder.

2. ASSIGNMENT

Participants agree for themselves and any successor in interest that during the term of this Agreement the Participants shall not assign or transfer or attempt to assign or transfer all or any part of its obligations under this Agreement without the prior written consent of the Agency, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tyson may assign this Agreement to its parent, subsidiaries or affiliates upon reasonable advance notice but without prior written consent of the Agency.

2.1 Continuing Obligations

Except as otherwise provided herein, and except for a transfer or assignment of this Agreement which has been consented to by the Agency, no assignment or transfer of this Agreement, any part hereof, any right herein, or approval hereof, by the Agency shall be deemed to relieve the Participant from any obligation under this Agreement. Upon the approval by the Agency of an assignment of this Agreement, the assigning Participant will be relieved of all obligations under this Agreement arising from and after the date of such assignment and the Agency shall look solely to the assignee for performance of the obligations under this Agreement from and after the date of such assignment. All of the terms, covenants, and conditions of this

Agreement shall be binding upon and shall inure to the benefit of the Participant and its permitted successors and assigns.

3 FINANCING OF THE DEVELOPMENT OF THE PROJECT AREA

3.1 Nature of Participant's Obligations

(a) Oquirrh Wood

Oquirrh Wood is responsible for construction of the following public infrastructure improvements associated with the Project, which improvements constitute system improvements, and Oquirrh Wood will be reimbursed through this Agreement for a portion of its costs associated with such public improvements, as follows:

1. Construction of a portion of Pole Canyon Boulevard road. The estimated cost for construction of this improvement is \$2,250,000.00.
2. Construction of a portion of Tyson Parkway road. The estimated cost for construction of this improvement is \$900,000.00.
3. Construction of fiber, sewer collection, natural gas, and system water lines plus the million gallon water tank rehabilitation.

The total anticipated cost of the improvements to be constructed by Oquirrh Wood and dedicated to Eagle Mountain is \$12,987,000.00. A portion of this amount, equal to approximately \$3,200,000.00, consists of an allocation to the Project of capacity in an existing water system. Notwithstanding the foregoing anticipated costs of these public improvements, the amount of the reimbursement made available to Oquirrh Wood pursuant to this Agreement for such costs shall not exceed the amount of \$12,900,000 less the amount of the Eagle Mountain Contribution and the County Contribution (the “**Oquirrh Wood Contribution**”). Accordingly, it is anticipated that the Oquirrh Wood Contribution will be approximately Four Million Eight Hundred and Thirty-One Thousand Five Hundred Dollars (\$4,831,500.00).

(b) Eagle Mountain

Eagle Mountain has agreed to provide the following for the Project:

1. Eagle Mountain shall provide up to 500 acre feet of water rights for the Project through a separate Public Water Supply Agreement (the “**Water Rights**”). The Parties agree that for purposes of this Agreement, the cost of the Water Rights shall be Ten Thousand Ninety Dollars (\$10,090.00) per acre foot or a total cost of \$5,045,000.00 (the “**Water Cost**”). For purposes of this Agreement, the Parties agree that the full Water Cost shall originally be included in the Eagle Mountain Contribution. If the amount of CWP Water that is utilized by Tyson is reduced in accordance with paragraph 3 of the Public Water Supply Agreement, the Eagle Mountain Contribution will be reduced by the number of acre feet not utilized by Tyson times Ten Thousand Ninety Dollars (\$10,090.00). For example, if in year eight of the Public Water Supply Agreement, fifty (50) acre feet of the CWP Water reverts back to the City, the Eagle

Mountain Contribution shall be reduced by Five Hundred and Four Thousand Five Hundred Dollars (\$504,500.00).

2. Eagle Mountain agrees to defer payment of all the required Impact Fees for the Project (including, but not limited to water, wastewater, transportation, road, sewer and storm), which impact fees are to be reimbursed through this Agreement (the “**Deferred Impact Fees**”).

The total anticipated amount of the Water Costs and Deferred Impact Fees is Six Million Seven Hundred and Sixty-Eight Thousand Five Hundred Dollars (\$6,768,500.00) (the “**Eagle Mountain Contribution**”).

(c) County

Utah County agrees to reimburse Oquirrh Wood for the cost to construct a portion of 4000 North road up to a maximum amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the “**County Contribution**”). This reimbursement shall be made by the County to Oquirrh Wood as costs are incurred by Oquirrh Wood, and during the course of construction of such 4000 North, with progress payments being made within ten (10) business days following the date Oquirrh Wood provides to the County reasonable evidence of its costs incurred (provided that reimbursements shall be made no more frequently than one time per month).

(d) Tyson

Tyson will construct the Building and obtain a temporary certificate of occupancy on or before the Trigger Date such that the maximum amount of Tax Increment contemplated by this Agreement is distributed.

4 TAX INCREMENT

4.1 Tax Increment Reimbursement

The Project Area Plan will be funded in part by Tax Increment pursuant to the provisions of the Act. Under the Act, the Interlocal Agreements and the Project Area Budget, the Agency is entitled to receive (a) sixty percent (60%) of the Net Project Area Funds attributable to the Real Property Tax Increment and (b) sixty percent (60%) of the Net Project Area Funds attributable to the Personal Property Tax Increment generated by and within the Project Area (collectively, the “**Project Area Funds**”) over a period of twenty (20) full calendar years (the “**Increment Period**”) commencing with the Trigger Year (as defined below). In accordance with the Project Area Budget and the Interlocal Agreements, the Agency shall begin to receive the Project Area Funds generated by the Project in the Trigger Year. Project Area Funds are to be paid into a separate account of the Agency used solely for the Tax Increment Reimbursement and other uses permissible hereunder and in accordance with the Act and shall be applied for the purposes described in the Project Area Plan, the Project Area Budget, the Interlocal Agreements and this Agreement.

For purposes of this Agreement, the following terms shall have the following corresponding meaning:

(a) **“Administrative Costs”** means 2% of the Project Area Funds to be paid to the City annually to reimburse the City for the administrative costs associated with the Project Area;

(b) **“Affordable Housing”** has the meaning set forth in the Act;

(c) **“Affordable Housing Funds”** means ten percent (10%) (the **“Maximum Affordable Housing Percentage”**) of the Project Area Funds, provided, however, if a change in law reduces the percentage of Project Area Funds the Agency is required to allocate to Affordable Housing, the Maximum Affordable Housing Percentage shall, from and after the effective date of such change in law, be automatically reduced to the minimum percentage required by such change in the law, provided, further, nothing herein shall require the Agency to pay any Affordable Housing Funds collected by the Agency prior to such change in applicable law to the Participant; and, if the Agency would have received at least \$100,000 per year in Affordable Housing Funds prior to the change in the law, the Agency shall be entitled to receive \$100,000 per year in Affordable Housing Funds notwithstanding such change in the law, which Affordable Housing Funds will be used for Affordable Housing and/or other economic development within the City pursuant to applicable law;

(d) **“Net Project Area Funds”** means the Project Area Funds less the Affordable Housing Funds, the Administrative Costs and the Expense Reserve (defined below);

(e) **“Personal Property”** or **“personal property”** has the meaning set forth in Section 59-2-102 of the Utah Code Annotated;

(f) **“Personal Property Tax Increment”** means Tax Increment arising from or attributable to tangible or intangible personal property within the Project Area;

(g) **“Property Tax Increment”** shall mean the sum of (i) the Real Property Tax Increment, plus (ii) the Personal Property Tax Increment;

(h) **“Real Property”** or **“real property”** has the meaning set forth in Section 59-2-102 of the Utah Code Annotated;

(i) **“Real Property Tax Increment”** means Tax Increment arising from or attributable to land and real property improvements within the Project Area;

(j) **“Tax Increment”** is a term defined by Utah Code Ann. § 17C-1-102(60) (2019); the term “Tax Increment” in this Agreement has the same meaning as defined by that statute (as amended, replaced, or superseded from time to time); the parties acknowledge that Tax Increment generally refers to the additional Taxes generated by the

increase in value of taxable real and personal property resulting from new development and construction;

(k) “**Taxes**” shall mean all levies on an *ad valorem* basis upon land, real property improvements, personal property, or any other property with the Project Area;

(l) “**Taxing Entities**” shall mean each “taxing entity” as defined in the Act; and

(m) “**Trigger Date**” means the date that is the day on which the Interlocal Agreements provide that Tax Increment will begin to be collected. In the event the date on which Tax Increment is triggered under each Interlocal Agreement differ from each other, the Trigger Date shall be the last trigger date to occur under the Interlocal Agreements.

4.2 Agency Expenses

The Participants acknowledge and agree that the Agency has no other funds or revenue to use to make payment hereunder other than Project Area Funds it receives. Accordingly, the Agency shall have the right to reserve in the account in which the Tax Increment Reimbursement is held, an amount not to exceed twenty-five thousand dollars (\$25,000) at any one time (the “**Expense Reserve**”). Participants further acknowledges and agrees that in addition to the Administrative Costs, all third party fees and costs (including reasonable legal fees, financial advisor fees, administrative fees and overhead costs and expenses) that relate only to the administrative costs with regards to the establishment of the Project Area, the Project Area Plan, the infrastructure (roads, water, sewer and electric infrastructure) for the Project Area, development agreements, interlocal agreements, and water agreements related to the Project Area, and this Agreement in an amount not to exceed \$30,000.00 may be paid by the City and the Agency shall reimburse the City for all such expenses from the Property Tax Increment prior to any other payments established herein.

4.3 Net Project Area Funds Payments

The Agency will pay the Net Project Area Funds annually, by April 1 of each year. Each annual payment will relate to the Tax Increment collected by the Agency for the immediately preceding tax year. The Agency agrees to promptly provide, and in all events within ten (10) days of the Trigger Date, written notice of the occurrence of such Trigger Date to all Taxing Entities in accordance with the terms of the Interlocal Agreements. The Agency will pay the Tax Increment Reimbursement annually, by April 1 of each year. Each annual payment will relate to the Tax Increment collected by the Agency for the immediately preceding tax year.

4.4 Tax Increment Priority

The annual distribution of the Net Project Area Funds collected by the Agency for the preceding calendar year shall be based on the pro-rata amount of the unreimbursed Oquirrh Wood Contribution, Eagle Mountain Contribution and County Contribution as of December 31 of the immediately preceding calendar year. For example, if as of December 31 of a year in

which Property Tax Increment was generated, the total unreimbursed amount of the Eagle Mountain Contribution is Five Million Dollars, the total unreimbursed amount of the Oquirrh Wood Contribution is Four Million Dollars, and the total unreimbursed amount of the County Contribution is One Million Dollars, Eagle Mountain would receive 50% of the Net Project Area Funds, Oquirrh Wood would receive 40% of the Net Project Area Funds and County would receive 10% of the Net Project Area Funds (each a “**Tax Increment Reimbursement**”).

If the Agency fully reimburses the Oquirrh Wood Contribution, Eagle Mountain Contribution and County Contribution prior to the end the Increment Period, any remaining Net Project Area Funds shall be distributed to Tyson.

4.5 Conditions Precedent to Payment of the Tax Increment Reimbursement

In addition to the conditions stated elsewhere in this Agreement, the Agency shall have no obligation to make payment hereunder until the following conditions precedent are satisfied: (a) Tyson has constructed and received a temporary certificate of occupancy for the Building; and (b) the Agency has actually received payment of the Project Area Funds.

4.6 Agency’s Encumbrance/Preservation of Project Area Funds

The Agency represents and warrants that it has not encumbered or pledged the Net Project Area Funds. The Agency agrees that the Agency shall not, without the prior written consent of the Participants, which may be withheld in the Participants’ sole and absolute discretion, either (i) issue any bonds or other indebtedness that are secured by Project Area Funds from the Project Area or otherwise take any action which could restrict or impede the payment of the Tax Increment Reimbursement to Participant, in each case, in whole or in part, or (ii) cause, permit or consent to any modifications or amendments to any of the Interlocal Agreements in a manner that reduces the amount of tax increment to be paid to the Agency, on either an annual or cumulative basis, from the Project Area, until the expiration of all Increment Periods, but in no event later than twenty (20) years after the Trigger Date.

4.7 Payment of Real Property and *Ad Valorem* Taxes

Participants understand and agree that the sole source of Project Area Funds is the payment of the Taxes within the Project Area. Nothing herein contained, however, shall be deemed to prohibit the Participants from contesting the validity or amount of any tax assessment, encumbrance, or lien, or to limit the remedies available to the Participants in respect thereto.

4.5 Reduction or Elimination of Property Area Funds

If the provisions of Utah law which govern the payment of Project Area Funds to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency, the Agency’s obligation to pay the Project Area Funds to the Participants hereunder shall be accordingly reduced or eliminated. The Participants specifically reserve and do not waive hereunder any right it may have to challenge any law change that would reduce or eliminate the payment of Project Area Funds to the Agency. The Participants acknowledge, understand and agree that the Agency is under no obligation to challenge a change in law that reduces or

eliminates the payment of Project Area Funds to the Agency; provided, the Agency will not oppose the Participants, and, if requested by Participants, Agency will cooperate with Participants, if any of the Participants challenge a change in the law that reduces or eliminates the payment of Project Area Funds to the Agency. The Participants agree that Agency may utilize funds from the Expense Reserve as necessary to pay for such cooperation. If any change in law invalidates the Tax Increment Reimbursement provided in support of the Project, the Participants are hereby released from any and all obligations made by the Participants to the Agency. For purposes of this Section 4.5 and Section 4.6 below, the Agency's agreement to cooperate means the Agency agrees to (i) defend against any legal action seeking specific performance, declaratory relief or injunctive relief, (ii) set court dates at the earliest practicable date(s), (iii) testify on behalf of Participant(s), (iv) to provide information and data necessary to defend against such action, (v) affirmatively support the actions of Participant(s) and (vi) not cause delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights against the other Party.

4.6 Declaration of Invalidity

In the event a court of competent jurisdiction after final adjudication (by the highest court to which the matter may be appealed) (i) declares that the Agency cannot receive Project Area Funds or reimburse the Participants from Project Area Funds as provided in this Agreement, (ii) invalidates the Project Area, or (iii) takes any other action which eliminates or reduces the amount Project Area Funds paid to the Agency, the Agency's obligation to pay the Tax Increment Reimbursement to the Participant hereunder shall be accordingly reduced or eliminated. The Participants specifically reserve and do not waive hereunder any right it may have to challenge a ruling, decision or order by any court that would reduce or eliminate the payment of Project Area Funds to the Agency. The Agency hereby assigns to the Participants all rights, standing, and claims of the Agency in connection with the right to receive to the payment of Project Area Funds. The Participants acknowledge, understand and agree that the Agency is under no obligation to challenge a ruling, decision or order by any court that reduces or eliminates the payment of Project Area Funds to the Agency; provided, the Agency will not oppose the Participant(s) and, if requested by Participant(s), will cooperate with Participant(s) if Participant(s) challenge a ruling by any court. The Participant(s) agrees that Agency may utilize funds from the Expense Reserve as necessary to pay for such cooperation. Additionally, if any court invalidates the Project Area Plan or Project Area Budget as a result of a procedural defect, the Agency shall take such actions as are necessary to correct such procedural defect and adopt the Project Area Plan and Project Area Budget. In the event any court invalidates the Tax Increment Reimbursement provided in support of the Project, the Participants are hereby released from any and all obligations made by the Participant to the Agency.

4.7 Central Assessment

In the event of any change in law, or if the type of real property used by Participant results in Taxes not being assessed by a Taxing Entity which has agreed to pay such Taxes to the Agency pursuant to an Interlocal Agreement, the Agency shall use all commercially reasonable efforts to enter into Interlocal Agreements with the governmental agency responsible for assessing such Taxes, to the extent necessary, to cause all Property Tax Increment payable with

respect to the real property located in the Project Area to be payable to the Agency and then to the Participants on the terms set forth herein.

5 DEFAULTS, REMEDIES AND TERMINATION

5.1 Default

If either the Agency or the Participants fail to perform or delay performance of any term or provision of this Agreement or any representation or warranty made herein proves to be false or misleading in any material respect when made, such conduct shall constitute default hereunder. The Party in default must commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 5.3 hereof; provided, however, that the payment of annual Tax Increment Reimbursement payments will not, despite anything in this Agreement to the contrary, be subject to any cure or grace period; time is strictly of the essence of the Agency's obligation to annually pay Tax Increment Reimbursement payments to the Participants.

5.2 Notice

If a default under this Agreement occurs, the non-defaulting Party shall give written notice of the default (a "**Default Notice**") to the Party in default, specifying the nature of the default. Failure or delay in giving a Default Notice shall not constitute a waiver of any default or operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any right or remedy hereunder shall not deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3 Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject default continues uncured for a period of one hundred eighty (180) days after delivery of the Default Notice with respect thereto or, where the default is of a nature which cannot be cured within such one hundred eighty (180) day period, the defaulting Party fails to commence such cure within one hundred eighty (180) days and to diligently proceed to complete the same.

5.4 Rights and Remedies

Upon the occurrence and during the continuance of an event of default beyond all applicable notice and cure periods hereunder (an "**Event of Default**") by the Agency, the Participants shall have all rights and remedies against Agency as may be available at law or in equity, including, without limitation, the right to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Upon the occurrence and during the continuance of an Event of Default by Participants, the Agency may terminate this Agreement and, if the Agency has actual damages (excluding any consequential, punitive, or special damages) as a result of such Event of Default

the Agency may seek to recover such damages in an amount not to exceed the amount of the Tax Increment Reimbursement actually received by Participant. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the Event of Default or any other Event of Default by the defaulting Party.

5.5 Legal Actions

5.5.1 Venue

All legal actions must be instituted in the Fourth Judicial District Court for the State of Utah, unless they involve a case with mandatory federal jurisdiction, in which case they must be instituted in the Federal District Court for the District of Utah.

5.5.2 Services of Process

Service of process on the Agency and Participants shall be at the addresses set forth in Section 1.6 unless otherwise designated in writing by Agency or Participants.

5.5.3 Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

5.5.4 Waiver of Jury Trial.

Each Party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each Party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

GENERAL PROVISIONS

5.6 Notices, Demands, and Communications Among the Parties

Notices, demands, and communications between the Agency and the Participant shall be sufficiently given if personally delivered or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or an overnight commercial delivery service to the principal offices of the Agency and the Participants, as designated in Section 1.6 hereof. Either Party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section. All such notices and other communications shall be effective upon actual receipt by the relevant Party or, if delivered by overnight courier service, upon the first business day after the date deposited with such courier service for overnight (next-day) delivery or, if mailed, upon the third business day after the date deposited into the mail or, if delivered by hand, upon delivery.

5.7 Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant or provision herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

5.8 Nonliability of Officials and Employees

No member, director, officer, agent, employee, or consultant of the Agency shall be personally liable to the Participants, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or its successors or on any obligations under the terms of this Agreement. No member, director, officer, agent, employee, or consultant of Participants shall be personally liable to the Agency, or any successor in interest, in the event of any default or breach by the Participants or for any amount which may become due to the Agency or its successors or on any obligations under the terms of this Agreement.

5.9 Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, neither Party shall be deemed to be in default hereunder when it fails to perform or delays performance of any non-monetary obligations under this Agreement to the extent due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, newly enacted governmental restrictions unusually severe weather, inability to secure necessary labor, materials or tools, acts or failure to act of the Agency (with respect to Participant only) or any other public or governmental entity. An extension of time to perform shall be granted as a result of any of the foregoing causes, which extension shall be for the period of the forced delay and shall run from the time of the commencement of the cause, if notice is sent by the Party claiming such extension to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and the Participant by mutual agreement.

5.10 Approvals

Whenever the consent or approval is required of any Party hereunder, such consent or approval shall not be unreasonably withheld, delayed or conditioned except as otherwise specifically provided herein, and shall be in writing.

5.11 Time of the Essence

Time shall be of the essence of this Agreement.

5.12 Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise among the Parties hereto.

5.13 No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create in either Party hereto any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any of the benefits hereunder should accrue to any third party.

5.14 Effect and Duration of Covenants; Term of Agreement

The covenants contained in this Agreement shall, without regard to technical classification and designation, bind the Participants and Agency and any of their respective successors in interest. The covenants contained in this Agreement shall inure to the benefit of and in favor of the Agency and Participants and to their respective successors and assigns during the term of this Agreement. Except as otherwise provided herein, the term of this Agreement shall run from the Effective Date until the expiration of the Increment Period, provided, the Parties shall continue to have the right to seek to enforce, or commence proceeding to enforce, the obligations of the other Party that arose prior to the termination of this Agreement.

6 ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

- 6.1** This Agreement may be executed in duplicate originals, each of which shall be deemed an original. This Agreement, including all Exhibits hereto, constitutes the entire understanding and agreement of the Parties with respect to the matters set forth herein. All Exhibits attached hereto are hereby incorporated herein by reference and are made a part hereof as though fully set forth herein.
- 6.2** When executed by both Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between or among the Parties with respect to all or any part of the Project Area and the development thereof.
- 6.3** All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement by the Participant and the Agency.
- 6.4** Each Party hereto hereby represents and warrants unto the other as of the Effective Date that (i) this Agreement has been duly authorized by such Party and when executed and delivered will constitute the valid, legal and binding agreement and obligation of such Party enforceable against such Party in accordance with the terms hereof, and (ii) each person signing on behalf of such

Party has been duly authorized by the governing body or board of such Party to bind such Party to the terms and conditions hereof.

- 6.5 In the event any litigation ensues with respect to the rights, duties and obligations of the Parties under this Agreement, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the covenants and agreements of this Agreement. The term "prevailing party," as used herein, shall include, without limitation, a Party who obtains legal counsel and (a) brings action against the other Party by reason of the other Party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment or (b) defends an action against brought by the other Party and the other Party fails to obtain substantially the relief sought, whether by compromise, settlement or judgment.

7 MORTGAGEE PROTECTIONS; ESTOPPEL

- 7.1 The Parties hereto agree that this Agreement shall not prevent or limit Tyson from encumbering the Project or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgages, deeds of trust, sale and leaseback, or other form of secured financing ("**Mortgage**") with respect to the construction, development, use or operation of the Project and parts thereof. The Agency acknowledges that the lender(s) providing such Mortgages may require certain interpretations and modifications to this Agreement and the Agency agrees, upon request, from time to time, to meet with the Participant and representatives of such lender(s) to negotiate in good faith any such request for interpretation or modification. The Agency will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this Agreement.
- 7.2 Notwithstanding any of the provisions of this Agreement to the contrary, the holder of a Mortgage (a "**Mortgagee**") shall not have any obligation or duty pursuant to the terms set forth in this Agreement to perform the obligations of the Participant or other affirmative covenants of the Participant hereunder, or to guarantee such performance.
- 7.3 The Mortgagee of any Mortgage or deed of trust encumbering the Project, or any part or interest thereof, that has submitted a request in writing to the Agency in the manner specified herein for giving notices shall be entitled to receive written notification from the Agency of any notice of non-compliance by the Participants in the performance of the Participants obligations under this Agreement. If the Agency timely receives a request from a Mortgagee requesting a copy of any notice of non-compliance given to the Participant under the terms of this Agreement, the Agency shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of non-compliance to the Participants. The Mortgagee shall have the right, but not the obligation, to cure the non-

compliance for a period of one hundred twenty (120) days after the Mortgagee receives such written notice.

- 7.4 At any time, and from time to time, Participant(s) may deliver written notice to the Agency, and the Agency may deliver written notice to the Participants, requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach, and (iv) any other factual matters reasonably requested (an “**Estoppel Certificate**”). The Executive Director of the Agency shall be authorized to execute, on behalf of the Agency, any Estoppel Certificate requested by the Participant which complies with this Section within fifteen (15) days of a written request for such Estoppel Certificate. The Agency’s failure to furnish an Estoppel Certificate within fifteen (15) days after request therefor shall be conclusively presumed that: (a) this Agreement is in full force and effect without modification in accordance with the terms set forth in the request; and (b) that there are no breaches or defaults on the part of Participant. The Agency acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Participants and by Mortgagees holding an interest in the Property.

8 CONFIDENTIALITY

- 8.1 The Parties acknowledge and agree that this Agreement shall become a public record under Utah law, and that discussion regarding this Agreement shall take place before the Agency board in open session.
- 8.2 A Participant may designate any trade secrets or confidential business information included in any report or other writing delivered to the Agency pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Participant claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors of the Participant and serve no public purpose (such information, collectively, “**Confidential Business Information**”). Except as otherwise required by law, the Agency shall not allow inspection or provide copies of any such records until the Agency shall have had not less than ten (10) business days excluding the day of receipt to determine whether to contest the right of any party to inspect or receive copies of the records or to inspect such records without redaction of the Confidential Business Information. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Participant or the Agency. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by the Participant or at its request by the Agency to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Participant.

[SIGNATURES ON THE FOLLOWING PAGE]

SIGNATURE PAGE TO THE PARTICIPATION AGREEMENT

**THE REDEVELOPMENT AGENCY OF THE
CITY OF EAGLE MOUNTAIN**

By: _____
Chairperson

Attest:

By: _____
Executive Director

Oquirrh Wood Ranch, LLC

By: _____
Its: _____

Tyson Fresh Meats, Inc.

By: _____
Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

In the County of _____, State of Utah, on this ____ day of _____, 2019, before me, the undersigned notary, personally appeared _____ and _____, the Chairperson and Executive Director respectively, of the Redevelopment Agency of the City of Eagle Mountain, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

STATE OF _____)
: ss.
COUNTY OF _____)

In the County of _____, State of _____, on this _____ day of _____, 2019, before me, the undersigned notary, personally appeared _____, the _____ of _____ limited liability company, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore or affirmed to me that their signatures are voluntary.

Notary signature and seal

Exhibit A
Project Area Plan

Exhibit B

Eagle Mountain City Ordinance No. _____

Exhibit C

Legal Description of the Project Area

Exhibit D
Project Area Map

Exhibit E

Project Area Budget

Exhibit F

Interlocal Agreement with City

Exhibit G

Interlocal Agreement with County

Exhibit H

Interlocal Agreement with School District

Exhibit I

Interlocal Agreement with UFSA

Exhibit J

Interlocal Agreement with Water District



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
SEPTEMBER 3, 2019**

TITLE:	AGREEMENT - A Public Water Supply Agreement Between Eagle Mountain City, Utah and Tyson Fresh Meats, Inc.		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:	Tyson Fresh Meats, Inc.		
GENERAL PLAN DESIGNATION Industrial	CURRENT ZONE Industrial	ACREAGE 80	COMMUNITY

PUBLIC HEARING:

No

REQUIRED FINDINGS:

**PLANNING COMMISSION
ACTION /
RECOMMENDATION**

NA

PREPARED BY:

Aaron Sanborn, Admin

RECOMMENDATION:

Staff recommends that the City Council approves the Public Water Supply Agreement with Tyson Fresh Meats, Inc.

BACKGROUND:

The proposed water agreement outlines the terms for Tyson Fresh Meats to purchase CWP water use for development within the City. The City will be paid for the water rights through a separate participation agreement using the Pole Canyon Project Area Tax Increment.

Attachments:

[Water Right Agreement \(00451905xB00C1\)](#)

PUBLIC WATER SUPPLY AGREEMENT

This Public Water Supply Agreement (this “**Agreement**”) is made by and between TYSON FRESH MEATS, INC., a Delaware Corporation, 2200 W. Don Tyson Parkway, Springdale, AR 72762 (“**Applicant**”) and EAGLE MOUNTAIN CITY, a Utah municipal corporation, 1650 East Heritage Drive, Eagle Mountain City, Utah 84005 (“**City**”).

RECITALS

A. The City has entered into an agreement (the “**CWP Agreement**”) with the Central Utah Water Conservancy District, a water conservancy district organized under the laws of the State of Utah (the “**District**”), for the purchase of certain water (the “**CWP Water**”) as part of Central Utah Water Conservancy District Water Development Project.

B. Pursuant to the CWP Agreement, the City is entitled to purchase a certain quantity of CWP Water from the District for public use.

C. Applicant owns or is in the process of acquiring approximately 80 acres of property within the Pole Canyon Community Reinvestment Area on which Applicant intends to construct an approximately 500,000 square foot meat processing facility and related improvements (the “**Project**”) and Applicant has the option to purchase 40 acres of adjacent property for possible future expansion of the Project of other uses related to the Project (together the “**Property**”).

D. In accordance with Section 13.25 of the Eagle Mountain Municipal Code, all persons desiring to connect to the city’s water system must either purchase CWP water from the city or convey to the City title to water rights to the City.

E. Applicant desires to contract with the City for the use of a certain amount of the CWP Water that the City is entitled to purchase on the terms and conditions set forth in this Agreement to satisfy the City’s building permit and development approval requirements and for potential future development on the Property.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, payment by the Applicant under the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

TERMS

1. Reservation of CWP Water. The City hereby agrees to purchase from the District the amount of 500 acre-feet of CWP Water (the “**CWP Reserved Water**”) to meet the development requirements of the City for the Project and for potential future construction on the Property.

2. CWP Water Cost. The Parties agree that the City will purchase the CWP Water from the District, and the City will be reimbursed for the purchase price through the Participation Agreement being executed by the Parties concurrently with this Agreement. For purposes of this Agreement and the Participation Agreement, the purchase price of the CWP Water shall be Ten Thousand Ninety Dollars (\$10,090.00) per acre-foot (the “**Purchase Price**”).

3. Use of CWP Reserved Water. The CWP Water shall only be used for the Project, or to the extent that the Project does not require the full 500 acre-feet, for other development on the Property. In order for Applicant to utilize the CWP Water for a use other than the Project, the Applicant must notify the City in writing that the Applicant intends to utilize the CWP Water for another use on the Property within six (6) years of the date of this Agreement, and the Applicant must complete the improvements and put the CWP Water to use on Property within seven (7) years of the date of this Agreement. For example, if the Project requires 350 acre feet of CWP Water, Applicant could utilize the remaining 150 acre feet of CWP Water second processing facility on the Property; provided that Applicant informs the City in writing of its intent to use the CWP Water within the six (6) years, and Applicant completes construction of the second processing facility and begins utilizing the CWP Water with seven (7) years. If Applicant fails to utilize all of the CWP Water, any remaining CWP Water will revert back to the City, which will reduce the amount of reimbursement the City is entitled to receive under the Participation Agreement.

4. Infrastructure and Impact Fees. Applicant recognizes and agrees that the price of the CWP Water only reflects the price of water rights. This Agreement shall not impact the responsibility of Applicant to construct infrastructure to deliver water to the Property and/or payment of all City impact fees for water system infrastructure; or alter the payment and reimbursement provisions for such infrastructure and impact fees in the Participation Agreement between the parties.

5. Assignment Limited. Except for assignments to a parent, affiliate or wholly-owned subsidiary, Applicant may not assign this Agreement or any of its rights under it without the prior written consent of the City.

6. Availability of CWP Water. Applicant acknowledges and agrees that if CWP Water is not available to the City prior to Applicant allocating water for the Project, the City may, in City's sole discretion, utilize other water or water rights available to the City to satisfy the City's obligations in this Agreement.

7. Termination by City. Applicant acknowledges that it is the intent of the Parties that the City will be fully reimbursed for the Purchase Price through the Participation Agreement being executed by the Parties concurrently with this Agreement. Accordingly, if for any reason the Participation Agreement is terminated, any change in law invalidates the City's right to receive all or any portion of the Tax Increment Reimbursement, or the City's proportionate share of the anticipated Project Area Funds (as defined in the Participation Agreement) are not sufficient to fully reimburse the City for the Purchase Price, the City may require Applicant to pay the Purchase Price of the CWP Water.

8. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement.

9. Construction. This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise

would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party that prepared the executed Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

10. Further Action. The Parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

11. Business Relationship. This Agreement neither acknowledges the existence of nor is it intended nor shall it be construed to establish, create or organize any principal-agent relationship, partnership, joint venture, or any other legal entity or form of business relationship between the Parties, and is limited solely to the purposes and interests expressed herein.

12. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement of the Parties and supersedes all prior undertakings, representations, or agreements of the Parties regarding the subject matter hereof.

13. Warranty of Authority. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified herein. City and Applicant each represent and warrant that it has full legal right and authority to enter into this Agreement.

14. Notices. Notices given by or to the Parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the Parties at the addresses set forth below, or at such other addresses as the Parties may designate in writing:

APPLICANT:

Tyson Fresh Meats, Inc.
Attn: Law Department
2200 W. Don Tyson Parkway
Springdale, AR 72762

CITY:

Eagle Mountain City
Fionnuala B. Kofoed, City Recorder
1680 Heritage Drive
Eagle Mountain City, UT 84005

15. Rules and Regulations Governing Service. Applicant and the City agree that all water service to the Property is subject to the ordinances, rules and regulations of the City and the City reserves the right to adopt rules and regulations governing the delivery of water generally applicable throughout the City, and to exercise its full statutory powers, including specifically the right to amend

its rates, fees, charges, and its rules and regulations in the future, and the right to exercise its statutory powers, as they now exist or are amended or enacted in the future. It is expressly agreed that the City, by signing this Agreement, does not waive or surrender any of its rights to make, amend or enforce any of its rules and regulations for water service. Notwithstanding the foregoing, City acknowledges and agrees that Applicant is investing a significant amount money and resources into the Project based on the availability of water service at reasonable rates. Accordingly, except for ordinances, rules and regulations that are necessary to protect the health, safety and welfare or residents, or which or necessary to comply with Utah law, including, but not limited to, changes in Utah water right law or enforcement of water right priorities or water right decisions, any changes to City rules or regulations that restrict the available of water to the Project, or which increase water usage rates for the Project disproportionately to the water usage rates for residential or commercial development in the City, shall not be applicable to the Project.

IN WITNESS WHEREOFF, the Parties hereto have executed this _____ day of _____, 201____.

TYSON FRESH MEATS, INC.

By: _____

Print Name: _____

Title: _____

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, City Recorder

EXHIBIT A

[CWP TAKE-DOWN SCHEDULE]

UPCOMING AGENDA ITEMS

SEPTEMBER 17, 2019

OCTOBER 1, 2019

OCTOBER 15, 2019

- ORD – Budget Amendments Enterprise Funds Transfer

OTHER PROJECTS

- Business Licensing
- Oquirrh Mountain Ranch
- Stratton Estates
- Renewable Energy