EAGLE MOUNTAIN
CITY COUNCIL MEETING

August 3, 2021, 4:00 PM
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B DISCUSSION - Small Cell Wireless Facilities (5G)
Small Cell Wireless Facilities Ordinance - DRAFT
Utah Code 54-21 Small Wireless Facilities Deployment Act

1.C DISCUSSION - EMMC 6.10 Animal Zoning Regulations
EMMC 6.10 Animal Zoning Regulations - DRAFT

1.D DISCUSSION - Ranches Crossing
Concept Plan

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will adjourn into a Closed Executive Session for the purpose of discussing reasonably imminent litigation, the purchase, lease or exchange of real property pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

your comments to three minutes each.)

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. AGREEMENTS

9.A Real Estate Purchase Agreement - Farm Land Holding, LLC
Sewer Purchase Agreement JRC

10. BOND RELEASES

10.A Brandon Park Phase A, Plat 13 - Into Warranty
Bond Release Letter
Recorded Plat

10.B Spring Run Phase C, Plat 2 - Into Warranty
Bond Release Letter
Recorded Plat

10.C Arrival Phase B, Plat 6 - Out of Warranty
Bond Release Letter
Recorded Plat

11. MINUTES

11.A July 20, 2021 Minutes - Regular City Council Meeting
07.20.2021 City Council Minutes - DRAFT

12. PRELIMINARY PLATS & SITE PLANS

12.A SITE PLAN - SilverLake Plat 31
Landscape Plans
Site Plans
Townhome Elevations
Silverlake South Prelim Plat

12.B SITE PLAN - Just Chillin
Just Chillin Site Plan
Site Photos

13. RESOLUTIONS

13.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal

Agreement between Eagle Mountain City, the City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities That Care Prevention Model.
RES--Interlocal Agreement between EMC, Saratoga Springs, and Utah County - Communities that Care
EM.SS CTC Contract FY22 draft

13.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Ground Lease Agreement with Unified Fire Service Area for Fire Station 253.
RES--Ground Lease Agreement with UFSA for Fire Station 253
Ground Lease Agreement Fire Station 253

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

14.A ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving White Hills Country Estates Plat A, Amended Plat and Rezoning the Amended Area to RD1.

BACKGROUND: *(Presented by Planner Tayler Jensen)* This is a rezone and recorded plat amendment for a lot split in White Hills Country Estates which is located in the Pole Canyon area of the City. The property, parcel 55:320:0004, is on the west side of SR-73 located at 3445 N Stagecoach Drive and is identified in the General Plan Future Land Use Map as "Agricultural/Rural Density Two". While the property is located in the Pole Canyon area of the City, it is not part of or subject to the Pole Canyon Master Development Agreement.
ORD--White Hills Country Estates Amended Plat and Rezone
Proposed Rezone
Utility Stub Exhibit
White Hills Area Utility Map
Pole Canyon Land Use Plan

14.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 15.60 Street Improvements.

BACKGROUND: *(Presented by City Engineer Chris Trusty)* The proposed ordinance amends the Eagle Mountain Municipal Code Chapter 15.60 Street Improvements to update the requirements for construction within the City, specifically for asphalt and street cross section requirements.
ORD--EMMC 15.60 Street Improvements
EMMC 15.60 Street Improvements - Redlines

15. CITY COUNCIL/MAYOR'S BUSINESS

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

16. CITY COUNCIL BOARD LIAISON REPORTS

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

17. COMMUNICATION ITEMS

17.A Upcoming Agenda Items
CI--Upcoming Agenda Items

18. ADJOURNMENT

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 29th day of July, 2021, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website http://www.utah.gov/pmn/index.html, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**
TITLE:	DISCUSSION - Small Cell Wireless Facilities (5G)
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Evan Berrett, Admin

PRESENTED BY:
Evan Berrett

RECOMMENDATION:

BACKGROUND:
Staff seeks City Council feedback on a Small Cell Wireless Facilities ordinance that has been drafted to mitigate future undesirable outcomes as a result of the development of 5G cellular services in Eagle Mountain City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Small Cell Wireless Facilities Ordinance - DRAFT
Utah Code 54-21 Small Wireless Facilities Deployment Act

PUBLIC UTILITIES AND SERVICES

Chapters:

13.05 Public Works Administration and General Provisions

13.10 Telecommunications and Cable System/Video Provider Franchises

13.12 Small Cell Communications Facilities

13.15 Power and Gas

13.20 Water and Sewer

13.25 Water Rights

13.30 Outdoor Sprinkler Irrigation Use

13.35 Septic and Wastewater Disposal Systems

13.75 Eagle Mountain City Storm Water Ordinance

13.12.010.--- DEFINITIONS

"Abandoned facilities" *means facilities no longer in service or physically disconnected from the operating facilities, or from any other facilities, or from any other facilities that are in use or that still carry service. Facilities are deemed to be abandoned facilities if they are not properly permitted with the city*

"Administrative Review" *means ministerial review of an Application by Eagle Mountain City relating to the review and issuance of a Permit, including review by the City Engineer or his/her designee to determine whether the issuance of a Permit is in conformity with the applicable provisions of this Chapter.*

"Antenna" *means communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.*

"City", or "The City" *means Eagle Mountain City, Utah*

"Collocate" *means to install or mount a on an existing Support Structure, an existing Tower, or on an existing*

"Communications Facility" *means, collectively, the equipment at a fixed location or locations within the Public ROW that enables Communications Services, including: (i) radio transceivers, Antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment*

associated with any of the foregoing. A Communications Facility does not include the Pole, Tower or Support Structure to which the equipment is attached.

"Communications Service" *means cable service, as defined in 47 U.S.C. § 522(6); information service, as defined in 47 U.S.C. § 153(24); or telecommunications service, as defined in 47 U.S.C. § 153(53).*

"Communications Service Provider" *means a provider of Communications Services and includes a cable operator, as defined in 47 U.S.C. § 522(5), a provider of information service, as information service is defined in 47 U.S.C. Sec 153(24), a telecommunications carrier, as defined in 47 U.S.C. Sec 153(51); or a wireless provider.*

"Decorative Pole" *means a Pole that is specially designed and placed for aesthetic purposes*

"Discretionary Review" *means review of an Application by Eagle Mountain City relating to the review and issuance of a Permit that is other than an Administrative Review.*

"Eligible Facilities Request" *means an eligible facilities request as set forth in 47 C.F.R. Section 1.40001(b)(3), as that section may be amended from time to time.*

"Emergency" *means any event that may threaten public health or safety, including, but not limited to, damaged or leaking water or gas conduit systems, damaged, plugged, or leaking sewer or storm drain conduit systems, damaged facilities, downed aerial facilities, downed poles or service outages whether to one customer or an area of the city.*

"Ordinary Maintenance and Repair" *means inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a Communications Facility and/or the associated Support Structure, Pole or Tower, that does not require blocking, damaging or disturbing any portion of the Public ROW.*

"Master License Agreement" *means an agreement between a wireless provider and the city that sets for the general terms and conditions pursuant to which the wireless provider may install and operate wireless facilities in the public way.*

"Pole" *means a legally constructed pole, such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located within the Public Right of Way. A Pole does not include a Tower or Support Structure and does not include a pole or structure that supports electric transmission lines.*

"Provider" *means a Communications Service Provider or a Wireless Services Provider and includes any Person that owns and/or operates within the Public ROW any Communications Facilities, Wireless Facilities, Poles built for the sole or primary purpose of supporting Communications Facilities, or Towers.*

"Public Utility Easement" *means, unless otherwise specified or restricted by the terms of the easement, the area on, below, or above a property in which the property owner has dedicated an easement for use by utilities. Public Utility Easement does not include an easement dedicated*

solely for Eagle Mountain City use, or where the proposed use by the Provider is inconsistent with the terms of any easement granted to Eagle Mountain City.

"Rate" *means a recurring charge.*

"Replace" or "Replacement" *means, in connection with an existing Pole, Support Structure or Tower, to replace (or the replacement of) same with a new structure, substantially similar in design, size and scale to the existing structure and in conformance with this Chapter and any other applicable Eagle Mountain City [charter/code regulations], in order to address limitations of the existing structure to structurally support Collocation of a Communications Facility.*

"Small Wireless Facility" *means A type of wireless facility: (a) on which each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (b) for which all wireless equipment associated with the wireless facility, whether ground mounted or pole-mounted, is cumulatively no more than 28 cubic feet in volume, not including any: (i) electric meter; (ii) concealment element; (iii) telecommunications demarcation box; (iv) grounding equipment; (v) power transfer switch; (vi) cut-off switch; (vii) vertical cable run for the connection of power or other service; (viii) wireless provider antenna; or (ix) coaxial or fiber-optic cable that is immediately adjacent to or directly associated with a particular collocation, unless the cable is a wireline backhaul facility.*

"State" *means the State of Utah.*

"Support Structure" *means a structure in the Public ROW other than a Pole or a Tower to which a Wireless Facility is attached at the time of the Application.*

"Tower" *means any structure in the Public ROW built for the sole or primary purpose of supporting a Wireless Facility. A Tower does not include a Pole or a Support Structure.*

"Wireless Facility" *means the equipment at a fixed location or locations in the Public ROW that enables Wireless Services. The term does not include: (i) the Support Structure, Tower or Pole on, under, or within which the equipment is located or Collocated; or (ii) coaxial, fiber-optic or other cabling that is between Communications Facilities or Poles or that is otherwise not immediately adjacent to or directly associated with a particular Antenna. A Small Wireless Facility is one type of a Wireless Facility.*

"Wireless Infrastructure Provider" *includes a person authorized to provide a telecommunications service in the City. It does not include a wireless service provider.*

"Wireless Services" *means any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.*

"Wireless Services Provider" *means a Person who provides Wireless Services.*

13.12.015.--- DECLARATION OF PURPOSE AND INTENT

A. Purpose. The purpose of this chapter is to establish the requirements for the siting and use of wireless facilities in a manner that facilitates the delivery of wireless services within the city, while minimizing associated adverse impacts. The goals of this chapter are to:

1. Provide for the managed development and installation, maintenance, modification, and removal of wireless services infrastructure in the city to provide adequate wireless communication coverage, without unreasonably discriminating against wireless providers of functionally equivalent services including all of those who install, maintain, and operate wireless facilities;
2. Promote and protect the public health, safety, and welfare, and specifically, protecting aesthetic values, by reducing the visibility of wireless facilities and structures to the fullest extent possible through techniques including but not limited to camouflage/concealment, design techniques, and undergrounding of wireless facilities and the equipment associated therewith, where appropriate;
3. Encourage the deployment of smaller, less intrusive wireless facilities to supplement existing telecommunications facilities;
4. Encourage owners and users of wireless facilities and structures to locate them, to the extent possible, where the adverse impact on the community is minimized;
5. Enhance the ability of wireless providers to provide such wireless services to the community quickly, effectively, and efficiently; and
6. Effectively manage wireless facilities in the public way.

B. **Scope.**

1. This chapter shall provide the basic local scheme for providers of wireless services and systems that require the use of the public ways, including providers of both the system and service, and those providers of the system only.
2. The requirements set forth in this chapter shall apply to all wireless facilities and structures located within the public way, and to all applications to locate or modify wireless facilities and structures within city public ways. This chapter shall apply to all future wireless providers and to all wireless providers in the city prior to the effective date hereof, whether operating with or without a license.
3. The activities regulated by this chapter are subject to terms of the Small Wireless Facilities Deployment Act, Utah Code Title 54, Chapter 21, or its successor.

C. Excluded Activity. This chapter shall not apply to video service systems, wireline backhaul facilities, or macro wireless facilities.

13.12.020.--- ORDERS, RULES, AND REGULATIONS

In addition to the requirements set forth in this chapter, the city may adopt such orders, rules and regulations which are reasonably necessary to accomplish the purposes of this chapter and are consistent herewith.

13.12.025.--- MASTER LICENSE AGREEMENT REQUIRED

A. Any wireless provider desiring to install, repair, maintain, remove, and replace wireless facilities in the public way shall first enter into a master license agreement with the city, except to the extent exempted by federal or state law.
B. The city is empowered and authorized to grant nonexclusive master license agreements on a nondiscriminatory basis governing the installation, operation, use and maintenance of wireless facilities in the city's public way in accordance with the provisions of this section.
C. The city shall grant a master license agreement to a wireless provider pursuant to a City Council ordinance, non-codified, authorizing the negotiation and execution of a master license agreement. Acceptance of the master license shall occur by the wireless provider executing the authorized master license agreement within 30 days of recordation of the authorizing ordinance. Any amendment or extension thereof will also require city council approval.
D. The term of a master license agreement may be renewed if the wireless provider is in compliance with the master license agreement and all applicable laws, rules, and regulations, including this Chapter.
E. This section shall only apply to wireless facilities. If a wireless provider has telecommunications systems that may be used for multiple purposes, such as a wireline backhaul facility, cable television, telecommunication services as defined in Utah Code Chapter 10-1-401 et seq., or video services system, then such provider shall obtain a franchise agreement per Chapter 13.10.030 or other applicable City law for each permitted
purpose.
F. Before offering or providing any wireless services pursuant to the master license agreement, a wireless provider shall obtain all other regulatory approvals, permits, authorizations, or licenses for the offering or providing of such services from the appropriate federal, state, and local authorities, if required, and, upon request of the city, shall submit to the city evidence of the same, such as a license from the FCC or certificate from the Utah Public Service Commission.
G. The grant of a master license agreement will not excuse the wireless provider from obtaining (i) any permit or other authorization required to engage in or carry on any business within the city as required by the laws, rules, and regulations of the city, (ii) any other permit, agreement or authorization required in connection with the use of property or facilities owned by third parties, or (iii) any other permit or authorization required in

connection with excavating or performing other work in or along the public way.

H. Wireless providers shall comply with all applicable federal, state, and city laws, rules and regulations, including those of the FCC.

I. Except to the extent exempted by applicable law, any wireless provider acting without a master license agreement on the effective date of the ordinance codified in this Chapter shall request issuance of a master license agreement from the city within 90 days of the effective date of the ordinance codified in this chapter. If such request is made, the wireless provider may continue to provide services during the course of negotiations. If a timely request is not made, or if a master license agreement is not granted, the wireless provider shall remove its equipment from the public way within 30 days of notice from the city.

J. A master license agreement shall not convey title, equitable or legal, in the public way. A master license agreement is a license to occupy the public way on a nonexclusive basis for the limited purposes and time period stated in the agreement.

K. A master license agreement granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond/security fund, and rights of termination or revocation.

L. In the event a wireless provider continues to operate all or any of its wireless facilities after the terms of the master license has expired, such wireless provider shall continue to comply with all applicable provisions of this chapter and the master license agreement, including, without limitation, all compensation provisions; provided, that any such continued operations shall in no way be construed as a renewal or other extension of the master license agreement, nor as a limitation on the remedies available to the city as a result of such continued operation after the term, including, but not limited to, damages and restitution.

13.12.030.--- PERMITS REQUIRED

A. An applicant shall obtain a permit prior to:
    1. Collocating a small wireless facility in a public right-of-way;
    2. Installing a new, modified, or replacement stand-alone pole or other structure associated with a small wireless facility in a right-of-way.

B. **Exceptions to Permitting:** Unless the work requires the closing of sidewalks or vehicular lanes in the public right of way, an application for a permit is not required for:
    1. Routine maintenance of a small wireless facility or support structures for a small wireless facility;
    2. The replacement of one small wireless facility with another small wireless facility of substantially similar or smaller size;

3. Non-substantial modifications.

C. A wireless provider shall give notice to the city of an activity described in subsection C at least five (5) business days prior to conducting the activity.

D. All construction practices and activities shall be in accordance with the Permit and approved final plans and specifications. Eagle Mountain City and its representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements. All work that does not comply with the Permit, the approved plans and specifications for the work, or the requirements of this Chapter, shall be removed at the sole expense of the Permittee. Eagle Mountain City may stop work in order to assure compliance with the provision of this Chapter.

E. No permit issued under this chapter shall be valid for a period longer than 12 months unless construction has commenced within that period and is thereafter diligently pursued to completion. If construction begins but is inactive for more than 90 days, the permit expires.

13.12.035.--- USE OF RIGHT-OF-WAY FOR SMALL WIRELESS FACILITIES AND UTILITY POLES

A. No person shall install, construct, modify, or otherwise place any small wireless facility within the public right-of-way except pursuant to the provisions of this chapter.

B. This chapter does not apply to video service systems, wireline services, or wireless facilities that are not small wireless facilities.

C. All references to small wireless facilities in this chapter shall refer only to small wireless facilities in the right-of-way and upon Eagle Mountain City property and not small wireless facilities located anywhere outside of these spaces.

D. Subject to the provisions of this Chapter and along, across, upon or under a right-of-way, a wireless provider may:

1. Collocate a small wireless facility, including collocation on a City pole;
2. Install, operate, modify, maintain, or replace:
    a. a stand-alone pole owned by a wireless provider for use with a small wireless facility in approved areas of the city; or
    b. equipment described in Utah Code Annotated subsection 54-21-101(25)(b)(i) through (ix) required for a wireless provider's operation or collocation of small wireless facilities.

E. An applicant may not install a new stand-alone pole or a small wireless facility, including any associated equipment, upon or under a residential street or residential property without the City's discretionary written consent.

F. Microwave, macro towers, and other wireless backhaul facilities are not permitted within the right-of-way.

13.12.040.--- GENERAL PUBLIC ROW INSTALLATION REQUIREMENTS

A. **General Work Requirements**. The Permittee shall employ due care during the installation, maintenance or any other work in the ROW, and shall comply with all safety and public ROW protection requirements of applicable laws, applicable codes, and any generally applicable Eagle Mountain City guidelines, standards and practices, and any additional commonly accepted safety and public ROW protection standards, methods and devices (to the extent not inconsistent with applicable laws).
B. **Traffic Control.** Unless otherwise specified in the Permit, the Permittee shall erect a barrier around the perimeter of any excavation and provide appropriate traffic control devices, signs and lights to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic control plan in accordance with the Uniform Manual of Traffic Control Devices. The Permittee shall maintain all barriers and other traffic control and safety devices related to an open excavation until the excavation is restored to a safe condition or as otherwise directed by Eagle Mountain City.
C. **Interference**. The Permittee shall not interfere with any existing facilities or structures in the public ROW, and shall locate its lines and equipment in such a manner as not to interfere with the usual traffic patterns (vehicular or pedestrian) or with the rights or reasonable convenience of owners of property that abuts any public ROW
D. **Utility Locates.** Before beginning any excavation in the Public ROW, the Permittee shall comply with Utah Code Annotated section 54-8a.

13.12.045.--- CONDITIONS FOR INSTALLATION ON RESIDENTIAL PROPERTY

A. Small wireless facilities are not permitted on residential property except when all the following conditions are met.
    1. The provider contracts with the property owner for the option to locate small wireless facilities upon the property.
    2. No new poles or structures are erected.
    3. The private property owner shall have the right to terminate the contract with no penalty following thirty-day notice. If the contract is terminated, any equipment associated with the small wireless facility shall be removed within thirty days of termination of the contract at the expense of the provider.

4. The provider shall compensate the property owner for any property damage caused by the installation or removal of small wireless facilities.
5. Adjacent property owners are contacted and provide written consent.
6. Submission of a right-of-way use permit (if located in the right-of-way), or a building permit (if located outside of the right-of-way).

13.12.050.--- SMALL WIRELESS FACILITIES; RESTRICTIONS

A. A small wireless facility, including associated poles, equipment and structures, installed under this chapter shall:
    1. Shall be located such that it in no way impedes, obstructs, or hinders the usual pedestrian or vehicular travel, affect public safety, obstruct the legal access to or use of the public ROW, violate applicable law, violate or conflict with public ROW design standards, specifications, or design district requirements, violate the Federal Americans with Disabilities Act of 1990, or in any way create a risk to public health, safety, or welfare.
    2. Shall be placed in alignment with existing trees, utility poles, and streetlights.
    3. Shall be located at intersecting property lines as much as possible.

B. A small wireless facility, including associated poles, equipment and structures, installed under this chapter shall not:
    4. Be located within two feet of a curb, provided that this restriction does not apply to an existing utility pole that is used for collocation unless the pole is proposed to be replaced;
    5. Utilize guy wires to support, provided that this restriction does not apply to an existing utility pole with a guy wire;
    6. Obstruct, damage, or interfere with:
        a. another utility facility in a right-of-way; or
        b. a utility's use of the utility's facility in a right-of-way.
    7. Be located adjacent to a commercial establishment, such as a shop or restaurant, where it negatively impact the business.
    8. Be located in-front of store front windows, primary walkways, primary entrances or exits, or in such a way that it would impede a delivery to the building.

C. No new stand-alone poles shall be permitted unless the applicant demonstrates to the City Engineer’s satisfaction that no existing tower or support structure can reasonably accommodate the applicants proposed wireless facility.

13.12.055.--- DESIGN STANDARDS APPLICABLE TO ALL SMALL WIRELESS FACILITIES

A. **Integrated Design Consideration:** Small wireless facilities, including equipment associated with the small wireless facility, shall be integrated into the stand-alone pole,

utility pole or authority pole where possible and generally shall be installed in a manner minimizing the visual impact. Whether the small wireless facility is collocated or is placed on its own pole:

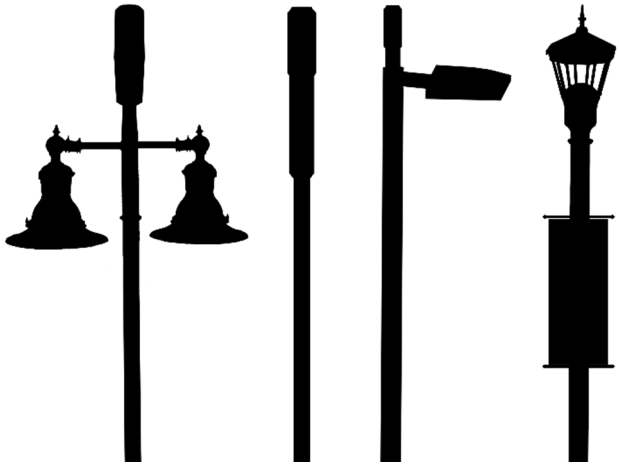
1. Small wireless facilities should not be readily noticed;
2. All equipment, including electric meters, should be located on or within the pole unless prohibited by the owner of a pole used for collocation, in which case an alternative power meter box must be approved by the engineering department;
3. A small wireless facility and associated equipment located on the exterior of a pole shall be enclosed in a shroud or enclosure painted to match the existing pole color;
4. All small wireless facilities shall be constructed out of or finished with non-reflective materials (visible exterior surfaces only);
5. Cable runs should be inside of the pole to the maximum extent practicable;
6. Poles used for collocation shall be designed to separate different pole users, such as through dual chamber or tri-chamber design.
7. Wireless facility equipment on the outside of a utility pole within an enclosure shall be placed at least 8 feet above the public way, unless otherwise permitted by city;
8. Shall not be lighted or marked unless required by the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA), or other applicable governmental authority; and
9. Signs located at the small wireless facility shall be limited to ownership and contact information, FCC antenna registration number (if required) and any other information as required by applicable governmental authority. Commercial advertising is strictly prohibited.

B. **Antennae:**

1. Each individual antenna shall be located entirely within a shroud enclosure of not more than three (3) cubic feet in volume. All antennas associated with the small wireless facility shall not exceed a combined space of six (6) cubic feet.
2. The diameter of the antenna or antenna enclosure should generally not exceed the diameter of the top of the wireless support structure pole, and to the maximum extent practical, should appear as a seamless vertical extension of the pole.
3. In no case shall the maximum diameter of the shroud be wider than one and one half times the diameter of the top of the pole.
4. Unless technologically infeasible or otherwise appropriate based on neighborhood context, all antenna shall be mounted to the top of the wireless support structure pole, aligned with the centerline of the structure.
5. Antennas shall be generally cylindrical in shape.
6. The shroud enclosure should be cylindrical in shape and capable of accepting paint to match the wireless support structure.

C. **Height Limitations:** Except for small wireless facilities on a residential street:
    1. The height of a structure used for collocation of a small wireless facility, including the wireless facility, measured at the base of the structure shall not exceed 40 feet.
    2. The height of stand-alone pole shall not exceed 40 feet in height. Including any antenna.

D. **Attachment.** The shroud enclosure shall be securely strapped to the wireless support structure pole using stainless steel banding straps. Through-bolting or use of lag bolts on publicly owned wireless support structures is prohibited.



Example of poles and streetlights that would meet design standards within this chapter.

13.12.060.--- DESIGN STANDARDS APPLICABLE TO COLLOCATED SMALL WIRELESS FACILITIES:

Collocated small wireless facilities shall, in addition to the requirements of section 13.12.055 shall also meet the following design standards:

A. Where equipment intended for collocation of small wireless facilities cannot reasonably be incorporated into the pole in accordance with section 13.12.055, it may be installed within a ground-mounted cabinet at the base of or under the pole.
    1. The ground-mounted cabinet shall meet the same separation standards as required for a new utility pole from trees and drive approaches;
    2. For an above ground cabinet:
        a. Shall be secured to a concrete foundation or slab with a breakaway design in the event of collisions; and

b. Shall not exceed three feet in height, unless special conditions exist that would result in the cabinet encroaching into the sidewalk or to within two feet of the curb.
c. Shall mimic the color and design of nearby poles and other utilities in the immediate vicinity.
d. No horizontal flat spaces greater than 1.5 inches shall exist on the equipment cabinet to prevent cups, trash, and other objects from being placed on the equipment cabinet as seen in the example on the following page.

Example of pole with ground cabinet that would meet design standards within this chapter

13.12.065.--- DESIGN STANDARDS APPLICABLE TO SMALL WIRELESS FACILITIES ON NEW STAND-ALONE UTILITY POLES:

If an applicant proposes to install a new stand-alone utility pole in connection with a small wireless facility, the pole and facilities shall, in addition to the requirements of section 13.12.055 and 13.12.060 meet the following design standards:

A. Design of the pole shall be cylindrical, painted black and shall match the aesthetics of existing streetlight poles and streetlights installed adjacent to the pole.
B. Together with the small wireless facility components shall be sized to be visually pleasing.

1. The equipment associated with the small wireless facility shall be hidden per the requirements found in 13.12.055, provided a ground mounted cabinet is not in use per 13.12.060
2. All hardware connections shall be hidden from view;
3. Each pole component shall be architecturally compatible with existing Eagle Mountain City poles to create a cohesive aesthetic.

13.12.070.--- DESIGN STANDARDS APPLICABLE TO DECORATIVE POLES

Small wireless facilities located on decorative poles shall, in addition to any other requirements of this Chapter, meet the following design standards:

A. If necessary, to collocate a small wireless facility, a wireless provider may replace a decorative pole, if the replacement pole reasonably conforms to the design aesthetic of the displaced decorative pole as approved by the planning manager. A replacement pole does not reasonably conform to the design aesthetic if it extends the current pole height by more than 25%. Replacement poles that also contain streetlights must conform to City lighting standards to maintain dark skies objectives.

13.12.075.--- DESIGN STANDARDS APPLICABLE TO SMALL WIRELESS FACILITIES LOCATED ON TOPS OR SIDES OF BUILDINGS:

A. **Facilities Placed on Top of Buildings.** When facilities extend above the roof height of a building on which it is mounted, every reasonable effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. If concealment behind existing architectural features is not possible, screening panels manufactured to match existing architectural features may be used. Facilities mounted on a roof shall be stepped back from the front façade to the extent technically feasible in order to limit their impact on the building's silhouette. Screening panels shall be approved by the Community Development Director. Generally screening panels shall not exceed five (5) feet in height above the existing building’s roofline.
B. **Facilities Placed on Sides of Buildings.** Facilities which are side-mounted on buildings shall be reasonably camouflaged (such as in a light fixture), shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than two (2) feet from the façade of the building.

13.12.080.--- UNDERGROUNDING

A. A wireless provider will place newly constructed lines and cables underground whenever practicable.
B. Any request by a wireless provider for location of any overhead or aerial facilities (other than the antennas or other facilities required to remain above ground in order to be

functional) shall be considered by city in accordance with applicable rules and regulations.

13.12.085.--- APPLICATION PROCESS

A. Applications for the installation or collocation of a small wireless facility shall be filed with the City Engineer on a form or forms to be furnished by the City Engineer.
B. The appropriate application fee shall be paid to the City as set forth in subsection 13.12.095
C. Eagle Mountain City shall advise the Applicant in writing of its final decision.
D. A pre-application meeting is encouraged prior to submitting an application for small cell wireless facilities. The purpose of the pre-application meeting is to discuss the nature of the proposed deployment, review process and schedule, and application plans, policies, and regulations.
E. Application Time Frame. A final decision shall be issued for applications for small cell wireless facilities within 60 calendar days subject to the following:
    1. The City shall supply written notice to the Applicant within thirty days of receipt of an Application clearly and specifically delineating any missing documents or information.
    2. Applicant shall submit any supplemental documentation and information to the City.
    3. City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City's request.
    4. Second or subsequent notices may not specify missing documents or information that were not identified in the original notice of incompleteness.
    5. This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.
F. The City Engineer may, with support of the City Administrator and City Attorney, waive minor variances from the requirements of this chapter and approve applications by administrative review rather than discretionary review.
G. After an application has been approved, the applicant shall obtain any required permits, including right of way, excavation or electrical permits, prior to commencing installation or construction of the small wireless facility.
H. Eagle Mountain City may require payment of an additional permit application fee in the event Eagle Mountain City determines, in its sole discretion, that material changes to an application after submission amount to a new application and will materially increase the time and/or costs of the permit review process.
I. A permit from Eagle Mountain City authorizes an Applicant to undertake only the activities in the public right-of-way and/or Eagle Mountain City property specified in the application and permit, and in accordance with this chapter and any general conditions included in the permit. A permit does not authorize attachment to or use of existing poles,

towers, support structures, or other structures in the public right-of-way that are not the property of Eagle Mountain City; a Permittee or Provider must obtain all necessary approvals from the owner of any pole, tower, support structure or other structure prior to any attachment or use. A permit does not create a property right or grant authorization to the Applicant to interfere with other existing uses of the public right-of-way.

J. If construction of an approved small wireless facility is not complete within 270 days after an application has been approved, the approval shall lapse, and a new application will be required for the designated location.

K. Applications are public records that may be made publicly available pursuant Utah Code Annotated section 63G-2-305. Notwithstanding the foregoing, Applicant may designate portions of its Application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each portion of such materials accordingly, and Eagle Mountain City shall treat the information as proprietary and confidential, subject to Utah Code Annotated section 63G-2-305 and Eagle Mountain City's determination that the Applicant's request for confidential or proprietary treatment of application materials is reasonable. Eagle Mountain City shall not be required to incur any costs to protect the application materials from disclosure, other than Eagle Mountain City's routine procedures for complying with Utah Code Annotated section 63G-2-305.

13.12.090.--- PROCEDURE FOR ADMINISTRATIVE REVIEW OF APPLICATIONS

L. City shall review a complete application, including a consolidated application of up to 25 small wireless facilities, and approve or deny the application within the time frames and subject to the standards contained in Utah Code Annotated section 54-21-302(3) through (9).

M. Third Party Review: In certain instances, there may be a need for expert review by a third party of the technical data submitted by the applicant. The City may require such a technical review, to be paid for by the applicant. The selection of the third-party expert will be by mutual agreement between the applicant and the City. Such mutual agreement is not to be unreasonably withheld by either party. The third-party expert shall have recognized training and qualifications in the field of radio frequency engineering or structural engineering, as appropriate. The expert review is intended to be a site-specific review of technical aspects of the small wireless facility and other matters as described herein, and not a subjective review of the site selection. In particular, but without limitation, the expert shall be entitled to provide a recommendation on the height of the proposed facilities relative to the applicant's coverage objectives and system design parameters, or the structural requirements for accommodating collocation. Such a review should address the accuracy and completeness of the technical data, whether the analysis techniques and methodologies are legitimate, the validity of the conclusions and any specific technical issues outlined by the City or other interested parties. Based on the

results of the third-party review, the City may require changes to the application for the small cell wireless facilities that comply with the recommendations of the expert.

N. Applicant shall provide maps to the City Engineer showing the location of equipment in rights-of-way after construction.

13.12.095.--- FEES

A. Unless a wireless provider is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4 Utah Code Annotated, for the right to use and occupy the right-of-way:
    1. The wireless provider shall pay to the city an annual fee equal to the greater of:
        a. 3.5% of all annual gross revenue related to the wireless provider's use of the right-of-way within the city; or
        b. $250 annually for each small wireless facility located in the city.
    2. The annual fee, together with the fee described in subsection C, shall be paid on or before December 31, with the fee for any new small wireless facility installed in the prior year pro-rated by the number of months after the facility has been approved. Upon written request by city to the wireless provider, payments shall be made on a monthly basis.
    3. Annually, on or before December 31, a provider required to make a payment under subsection A.1. shall provide the city with a report of gross revenue upon which payments are calculated and a description, of reasonable specificity, of the small wireless facilities which have generated the revenue.
        a. Such report shall include such information related to such payment as the city may reasonably request.
        b. The records pertaining to the reports and payment required by this chapter, including but not limited to any records deemed necessary or useful by the city to calculate or confirm gross revenue, and all other records of the wireless provider reasonably required by city to assure compliance by the wireless provider with the terms of this chapter shall be open to inspection by the city and its duly authorized representatives upon reasonable notice at all reasonable business hours of the wireless provider.

B. With each application to locate a small wireless facility within the city, an applicant shall pay an application fee of:
    1. $100 per small wireless facility on the same application where the application requests collocation of the facility; or
    2. $250 per small wireless facility on the same application where the application requests the installation, modification or replacement of a stand-alone pole associated with the facility

C. The wireless provider shall pay the city an annual fee for each collocated small cell wireless device on a city pole in the amount of $50 per pole.
D. Other fees: A wireless provider or applicant shall pay all other applicable fees established by Eagle Mountain City.
E. Except as otherwise provided in a master license agreement, and under the conditions of 13.12.105, the Provider may remove its communications facilities and poles (if applicable) from the public right-of-way any time, upon not less than thirty (30) days prior written notice to Eagle Mountain City, and may cease paying to Eagle Mountain City any applicable recurring fees for such use, as of the date of actual removal of the facilities and complete restoration of the public right-of-way. In no event shall a Provider be entitled to a refund of fees paid prior to the removal of its communications facilities.

13.12.100.--- DAMAGE AND REPAIR

A. If a wireless provider's activity disrupts or causes damage to a right-of-way, the wireless provider shall restore or repair the right-of-way to substantially the same condition as before the disruption or damage and in accordance with city's engineering standards.
B. If a wireless provider fails to make a repair required by the City under Subsection A. within a reasonable time after written notice or the damage causes an urgent safety hazard, the City may:
    1. make the required repair; and
    2. charge the wireless provider the reasonable, documented, actual cost for the repair.

13.12.105.--- REMOVAL OF SMALL WIRELESS FACILITIES

A. **Abandoned System:** In the event that:
    a. The use of any portion of a small wireless facility is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the City to the last known address of the wireless provider,
    b. The term of the applicable master license agreement has expired; or
    c. Any small wireless facility has been installed in the rights of way without complying with the requirements of this Chapter or master license agreement, a wireless provider shall be deemed to have abandoned such small wireless facility.
B. **Removal Abandoned Facility:** The City, upon such terms as it may impose, may give a wireless provider written permission to abandon, without removing, any small wireless facility, or portion thereof, directly constructed, operated or maintained under a master license agreement. Unless such permission is granted or unless otherwise provided in this Chapter, a wireless provider shall remove within a reasonable time the abandoned small wireless facility and shall restore, using prudent construction standards, any affected rights of way to their former state at the time such system was installed and in accordance with the them adopted engineering standards, so as not to impair their usefulness. In

removing its facilities and equipment, a wireless provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights of way in as good condition as that prevailing prior to such removal without materially interfering with any authority pole or other utility wires, poles or attachments. The City shall have the right to inspect and approve the condition of the rights of way, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this Chapter and any security fund provided in a master license agreement shall continue in full force and effect during the period of removal and until full compliance by a wireless provider with the terms and conditions of this section.

C. **Transfer Of Abandoned Facility To City:** Upon abandonment of a small wireless facility located upon a pole that has replaced a city street light, a wireless provider, if required by the City, shall submit to the City a written instrument, satisfactory in form to the City, transferring to the City the ownership of such poles or equipment allowed to remain within the right-of-way. If a street light has collocated facilities, the pole should first be offered to the other provider.

D. **Removal of Above-Ground System:** At the expiration of the term for which a master license agreement is granted, or upon its revocation or earlier expiration, in any such case without renewal, extension or transfer, the City shall have the right to require a provider to remove, at its expense, all above-ground portions of small wireless facilities, including poles, within a reasonable period of time, which shall not be less than one hundred eighty (180) days.

E. **Leaving Underground System:** Upon written approval by city, a wireless provider may abandon underground portions of a small wireless facility in place so long as it does not materially interfere with the use of the rights of way or with the use thereof by any public utility, cable operator or other person.

F. **Default:** If a wireless provider defaults under any provision of this chapter and such default is not cured within 30 days following notice by city to wireless provided of its default, city shall maintain all it rights and remedies, at law and in equity, including the ability to charge fines, recover fees and costs. In the alternative, the city may remove the small wireless facilities and associated equipment and charge the reasonable, documented, actual cost to the wireless provider.

G. **Emergency removal:** The city retains the right and privilege to dismantle, remove, or temporarily relocate any small wireless facility located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any serious public health or safety emergency. If circumstances permit, the city shall notify the wireless provider in writing and provide the wireless provider a reasonable opportunity to move its own wireless facilities prior to cutting or removing a wireless facility and shall notify the wireless provider after cutting or removing a wireless facility. Any removal shall be at the wireless providers sole cost. Should the wireless facility be collocated on property owned by a third-party, the city shall rely on the third-party to

remove the wireless facility and shall be provided adequate notice and time to facilitate such removal.

13.12.110.--- OTHER REQUIREMENTS

A. **Insurance and bonding.** A wireless provider will be responsible for carrying and maintaining insurance and bonds as may be required in the master license agreement or otherwise by the city and in connection with obtaining a permit.

B. **Indemnity**. A wireless provider shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorneys' fees, arising out of or in connection with such provider's wireless facilities or use of the public way, unless and to the extent caused by the city's negligence.

C. **Tree trimming.** A wireless provider may trim trees overhanging the public way to prevent the branches of such trees from coming in contact with the wireless facilities only with permission and under the direction of the city's urban forester and at the wireless provider's expense.

D. **Electrical Service.** A wireless provider is solely responsible for establishing electrical power service for its small wireless facilities and for the payment of all electrical utility charges associated with the small wireless facility.
    1. A wireless provider shall have a separate electrical meter installed for each small wireless facility.
    2. A wireless provider shall obtain a building permit for installation of such electrical service as required by the city.

E. **Hazardous materials.** A wireless provider shall not possess, use, generate, release, discharge, store, dispose of, or transport any hazardous materials on, under, in, above, to, or from any public way except in compliance with all applicable environmental laws and pre-approved by city. Wireless provider shall promptly reimburse city for any fines or penalties levied against city because of wireless provider's failure to comply with environmental laws.

F. **Inspections.** All small wireless facilities and wireless provider-owned structures shall be maintained by the wireless provider in a clean and good condition, free of graffiti, and rusting, excessive dirt, and peeling paint. The city shall have the authority to conduct inspections of the small wireless facilities and structures at any time to determine whether such facilities and structures comply with the requirements of this chapter.

G. **Additional requirements.** Wireless facilities will be subject to any additional requirements set forth in the applicable master license agreement and permit.

Effective 9/1/2018

Chapter 21
Small Wireless Facilities Deployment Act

Part 1
General Provisions

54-21-101 Definitions.

As used in this chapter:

(1) "Antenna" means communications equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of a wireless service.

(2) "Applicable codes" means the International Building Code, the International Fire Code, the National Electrical Code, the International Plumbing Code, and the International Mechanical Code, as adopted and amended under Title 15A, State Construction and Fire Codes Act.

(3) "Applicable standards" means the structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.

(4) "Applicant" means a wireless provider who submits an application.

(5) "Application" means a request submitted by a wireless provider to an authority for a permit to:

(a) collocate a small wireless facility in a right-of-way; or

(b) install, modify, or replace a utility pole or a wireless support structure.

(6)

(a) "Authority" means:

(i) the state;

(ii) a state agency;

(iii) a county;

(iv) a municipality;

(v) a town;

(vi) a metrotownship;

(vii) a subdivision of an entity described in Subsections (6)(a)(i) through (vi); or

(viii) a special district or entity established to provide a single public service within a specific geographic area, including:

(A) a public utility district; or

(B) an irrigation district.

(b) "Authority" does not include a state court having jurisdiction over an authority.

(7) "Authority pole" means a utility pole owned, managed, or operated by, or on behalf of, an authority.

(8) "Authority wireless support structure" means a wireless support structure owned, managed, or operated by, or on behalf of, an authority.

(9) "Category one authority" means a single authority with a population of 65,000 or greater.

(10) "Category two authority" means a single authority with a population of less than 65,000.

(11) "Collocate" means to install, mount, maintain, modify, operate, or replace a small wireless facility:

(a) on a wireless support structure or utility pole; or

(b) for ground-mounted equipment, adjacent to a wireless support structure or utility pole.

(12) "Communications service" means:

(a) a cable service, as defined in 47 U.S.C. Sec. 522(6);

(b) a telecommunications service, as defined in 47 U.S.C. Sec. 153(53);
(c) an information service, as defined in 47 U.S.C. Sec. 153(24); or
(d) a wireless service.
(13) "Communications service provider" means:
(a) a cable operator, as defined in 47 U.S.C. Sec. 522(5);
(b) a provider of information service, as information service is defined in 47 U.S.C. Sec. 153(24);
(c) a telecommunications carrier, as defined in 47 U.S.C. Sec. 153(51); or
(d) a wireless provider.
(14) "Decorative pole" means an authority pole:
(a) that is specially designed and placed for an aesthetic purpose; and
(b)
(i) on which a nondiscriminatory rule or code prohibits an appurtenance or attachment, other than:
(A) a small wireless facility;
(B) a specialty designed informational or directional sign; or
(C) a temporary holiday or special event attachment; or
(ii) on which no appurtenance or attachment has been placed, other than:
(A) a small wireless facility;
(B) a specialty designed informational or directional sign; or
(C) a temporary holiday or special event attachment.
(15) "Design district" means an area:
(a) that is zoned or otherwise designated by municipal ordinance or code; and
(b) for which the authority maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.
(16) "FCC" means the Federal Communications Commission of the United States.
(17) "Fee" means a one-time, nonrecurring charge.
(18) "Gross revenue" means the same as gross receipts from telecommunications service is defined in Section 10-1-402.
(19) "Historic district" means a group of buildings, properties, or sites that are:
(a) in accordance with 47 C.F.R. Part 1, Appendix C:
(i) listed in the National Register of Historic Places; or
(ii) formally determined eligible for listing in the National Register of Historic Places by the Keeper of the National Register; or
(b) in an historic district or area created under Section 10-9a-503.
(20) "Nondiscriminatory" means treating similarly situated entities the same absent a reasonable, and competitively neutral basis, for different treatment.
(21) "Micro wireless facility" means a type of small wireless facility:
(a) that, not including any antenna, is no larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height;
(b) on which any exterior antenna is no longer than 11 inches; and
(c) that only provides Wi-Fi service.
(22) "Permit" means a written authorization an authority requires for a wireless provider to perform an action or initiate, continue, or complete a project.
(23) "Rate" means a recurring charge.
(24)
(a) "Right-of-way" means the area on, below, or above a public:
(i) roadway;
(ii) highway;

(iii) street;
(iv) sidewalk;
(v) alley; or
(vi) property similar to property listed in Subsections (24)(a)(i) through (v).
(b) "Right-of-way" does not include:
(i) the area on, below, or above a federal interstate highway; or
(ii) a fixed guideway, as defined in Section 59-12-102.
(25) "Small wireless facility" means a type of wireless facility:
(a) on which each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and
(b) for which all wireless equipment associated with the wireless facility, whether ground-mounted or pole-mounted, is cumulatively no more than 28 cubic feet in volume, not including any:
(i) electric meter;
(ii) concealment element;
(iii) telecommunications demarcation box;
(iv) grounding equipment;
(v) power transfer switch;
(vi) cut-off switch;
(vii) vertical cable run for the connection of power or other service;
(viii) wireless provider antenna; or
(ix) coaxial or fiber-optic cable that is immediately adjacent to or directly associated with a particular collocation, unless the cable is a wireline backhaul facility.
(26) "Substantial modification" means:
(a) a proposed modification or replacement to an existing wireless support structure that will substantially change the physical dimensions of the wireless support structure under the substantial change standard established in 47 C.F.R. Sec. 1.40001(7); or
(b) a proposed modification in excess of the site dimensions specified in 47 C.F.R. Part 1, Appendix C, Sec. III.B.
(27) "Technically feasible" means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or the small wireless facility's design or site location, can be implemented without a significant reduction or impairment to the functionality of the small wireless facility.
(28)
(a) "Utility pole" means a pole or similar structure that:
(i) is in a right-of-way; and
(ii) is or may be used, in whole or in part, for:
(A) wireline communications;
(B) electric distribution;
(C) lighting;
(D) traffic control;
(E) signage;
(F) a similar function to a function described in Subsections (28)(a)(ii)(A) through (E); or
(G) the collocation of a small wireless facility.
(b) "Utility pole" does not include:
(i) a wireless support structure;
(ii) a structure that supports electric transmission lines; or

(iii) a municipally owned structure that supports electric lines used for the provision of municipal electric service.

(29)

(a) "Wireless facility" means equipment at a fixed location that enables wireless communication between user equipment and a communications network, including:

(i) equipment associated with wireless communications; and

(ii) regardless of the technological configuration, a radio transceiver, an antenna, a coaxial or fiber-optic cable, a regular or backup power supply, or comparable equipment.

(b) "Wireless facility" does not include:

(i) the structure or an improvement on, under, or within which the equipment is collocated; or

(ii) a coaxial or fiber-optic cable that is:

(A) between wireless structures or utility poles;

(B) not immediately adjacent to or directly associated with a particular antenna; or

(C) a wireline backhaul facility.

(30)

(a) "Wireless infrastructure provider" means a person that builds or installs wireless communication transmission equipment, a wireless facility, or a wireless support structure.

(b) "Wireless infrastructure provider" includes a person authorized to provide a telecommunications service in the state.

(c) "Wireless infrastructure provider" does not include a wireless service provider.

(31) "Wireless provider" means a wireless infrastructure provider or a wireless service provider.

(32)

(a) "Wireless service" means any service using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public using a wireless facility.

(b) "Wireless service" includes the use of Wi-Fi.

(33) "Wireless service provider" means a person who provides a wireless service.

(34)

(a) "Wireless support structure" means an existing or proposed structure that is:

(i) in a right-of-way; and

(ii) designed to support or capable of supporting a wireless facility, including a:

(A) monopole;

(B) tower, either guyed or self-supporting;

(C) billboard; or

(D) building.

(b) "Wireless support structure" does not include a:

(i) structure designed solely for the collocation of a small wireless facility;

(ii) utility pole;

(iii) municipally owned structure that supports electric lines used for the provision of municipal electric service; or

(iv) structure owned by an energy services interlocal entity, as described in Subsection 11-13-203(4), that uses electric lines that are used for the provision of electrical service.

(35) "Wireline backhaul facility" means a facility used to transport communications by wire from a wireless facility to a communications network.

(36)

(a) "Written" or "in writing" means a tangible or electronic record of a communication or representation.

(b) "Written" or "in writing" includes a communication or representation that is handwritten, typewritten, printed, photostated, photographed, or electronic.

Enacted by Chapter 299, 2018 General Session

54-21-102 Scope.

Nothing in this chapter:

(1) permits an entity to provide a service regulated under 47 U.S.C. Secs. 521 through 573, in a right-of-way without compliance with all applicable legal obligations;

(2) imposes a new requirement on the activity of a cable provider in a right-of-way for a cable service provided in this state;

(3) governs:

(a) a pole that an electrical corporation owns or a wireless support structure that an electrical corporation owns; or

(b) the attachment of a small wireless facility to a pole that an electrical corporation owns or to a wireless support structure that an electrical corporation owns; or

(4) confers on an authority any new jurisdiction over an electrical corporation.

Enacted by Chapter 299, 2018 General Session

54-21-103 Local authority jurisdiction.

(1) Subject to Subsection (2), the provisions of this chapter, and applicable federal law, an authority may continue to exercise zoning, land use, planning, and permitting authority within the authority's territorial boundaries, including with respect to wireless support structures and utility poles.

(2) An authority may exercise the authority's police-power-based regulations for the management of a public right-of-way:

(a) on a nondiscriminatory basis to all users of the right-of-way;

(b) to the extent of the authority's jurisdiction; and

(c) consistent with state and federal law.

(3) An authority may impose a regulation based on the authority's police power in the management of an activity of a wireless provider in a public right-of-way, if:

(a) to the extent the authority enforces the regulation, the authority enforces the regulation on a nondiscriminatory basis; and

(b) the purpose of the regulation is to protect the health, safety, and welfare of the public.

(4) An authority may adopt design standards for the installation and construction of a small wireless facility or utility pole in a public right-of-way that:

(a) are reasonable and nondiscriminatory; and

(b) include additional installation and construction details that do not conflict with this chapter, including a requirement that:

(i) an industry standard pole load analysis be completed and submitted to an authority, indicating that the utility pole, to which the small wireless facility is to be attached, will safely support the load; or

(ii) small wireless facility equipment, on new and existing utility poles, be placed higher than eight feet above ground level.

(5)

(a) A wireless provider shall comply with an authority's design standards described in Subsection (4), if any, in place on the day on which the wireless provider files a permit application in relation to work for which the authority approves the permit application.

(b) An authority's obligations under this chapter may not be tolled or extended pending the adoption or modification of design standards.
(6) A wireless provider may not install a new utility pole in a public right-of-way without the authority's discretionary, nondiscriminatory, and written consent, if the public right-of-way is adjacent to a street or thoroughfare that is:
(a) not more than 60 feet wide, as depicted in the official plat records; and
(b) adjacent to single-family residential lots, other multifamily residences, or undeveloped land that is designated for residential use by zoning or deed restrictions.
(7) Nothing in this chapter authorizes the state or any political subdivision, including an authority, to:
(a) require the deployment of a wireless facility; or
(b) regulate a wireless service.
(8) Except as provided in this chapter or otherwise specifically authorized by state law, an authority may not impose or collect a tax, fee, or charge on a communications service provider authorized to operate in a right-of-way for the provision of communications service over the communications service provider's communications facilities in the right-of-way.

Enacted by Chapter 299, 2018 General Session

Part 2
Use of Right-of-way for Small Wireless Facilities and Utility Poles

54-21-201 Applicability.
This part only applies to a wireless provider deploying, within a right-of-way:
(1) a small wireless facility; or
(2) a utility pole associated with a small wireless facility.

Enacted by Chapter 299, 2018 General Session

54-21-202 Prohibition on exclusive use.
An authority may not enter into an exclusive arrangement with any person for:
(1) use of a right-of-way for the collocation of a small wireless facility; or
(2) the installation, operation, marketing, modification, maintenance, or replacement of a utility pole.

Enacted by Chapter 299, 2018 General Session

54-21-203 Right-of-way rates and fees.
(1) An authority may charge a wireless provider a rate or fee for the use of a right-of-way to collocate a small wireless facility, or to install, operate, modify, maintain, or replace a utility pole associated with the wireless provider's collocation of a small wireless facility, if the authority:
(a) charges all other similarly situated wireless providers for use of the right-of-way; and
(b) charges only the rate or fee in accordance with Part 5, Rates and Fees.
(2) An authority may, on a nondiscriminatory basis, refrain from charging a rate or fee to a wireless provider for the use of a right-of-way.

Enacted by Chapter 299, 2018 General Session

54-21-204 Wireless provider right of access.

(1) Subject to the provisions of this part, along, across, upon, or under a right-of-way, a wireless provider may, as a permitted use under the authority's zoning regulation and subject only to administrative review:
  (a) collocate a small wireless facility; or
  (b) install, operate, modify, maintain, or replace:
    (i) a utility pole associated with the wireless provider's collocation of a small wireless facility; or
    (ii) equipment described in Subsections 54-21-101(25)(b)(i) through (ix) required for a wireless provider's collocation of a small wireless facility.
(2) A small wireless facility or utility pole under Subsection (1) may not:
  (a) obstruct or hinder the usual travel or public safety on a right-of-way; or
  (b) obstruct, damage, or interfere with:
    (i) another utility facility in a right-of-way; or
    (ii) a utility's use of the utility's facility in a right-of-way.
(3) Construction and maintenance by the wireless provider shall comply with all applicable legal obligations for the protection of underground and overhead utility facilities.

Enacted by Chapter 299, 2018 General Session

54-21-205 Height limitations in a right-of-way.

(1) A new or modified utility pole that has a collocated small wireless facility, and that is installed in a right-of-way, may not exceed 50 feet above ground level.
(2) An antenna of a small wireless facility may not extend more than 10 feet above the top of a utility pole existing on or before September 1, 2018.

Enacted by Chapter 299, 2018 General Session

54-21-206 Decorative poles.

If necessary to collocate a small wireless facility, a wireless provider may replace a decorative pole, if the replacement pole reasonably conforms to the design aesthetic of the displaced decorative pole.

Enacted by Chapter 299, 2018 General Session

54-21-207 Underground district.

A wireless provider shall comply with an authority's prohibition on a communications service provider installing a structure in the right-of-way in an area designated solely for underground or buried cable and utility facilities, if:
(1) the prohibition is reasonable and nondiscriminatory; and
(2) the authority:
  (a)
    (i) requires that all cable and utility facilities, other than an authority pole and attachment, be placed underground; and
    (ii) establishes the requirement in Subsection (2)(a)(i) more than 90 days before the day on which the applicant submits the application;
  (b) does not prohibit the replacement of an authority pole in the designated area; and

(c) permits a wireless provider to seek a waiver, that is administered in a nondiscriminatory manner, of the undergrounding requirement for the placement of a new utility pole to support a small wireless facility.

Enacted by Chapter 299, 2018 General Session

54-21-208 Historic and design districts.

(1) Subject to the permit process described in Section 54-21-302, an authority may require a reasonable, technically feasible, nondiscriminatory, or technologically neutral design or concealment measure in an historic district, unless the facility is excluded from evaluation for effects on historic properties under 47 C.F.R. Sec. 1.1307(a)(4).

(2) A design or concealment measure described in Subsection (1) may not:

(a) have the effect of prohibiting a provider's technology; or

(b) be considered a part of the small wireless facility for purposes of the size parameters in the definition of a small wireless facility.

(3)

(a) A wireless provider shall obtain advance approval from an authority before collocating a new small wireless facility or installing a new utility pole in an area that is zoned or otherwise designated as an historic district or a design district.

(b) As a condition for approval of a new small wireless facility or a new utility pole in an historic district or a design district, an authority may require reasonable design or concealment measures for the new small wireless facility or the new utility pole.

(4) A wireless provider shall comply with an authority's reasonable and nondiscriminatory design and aesthetic standards requiring the use of certain camouflage measures in connection with a new small wireless facility in an historic district or a design district, if the camouflage measures are technically and economically feasible consistent with this chapter.

(5) This section does not limit an authority's ability to enforce historic preservation zoning regulations consistent with:

(a) the preservation of local zoning authority under 47 U.S.C. Sec. 332(c)(7);

(b) the requirements for facility modifications under:

(i) 47 U.S.C. Sec. 1455(a); or

(ii) the National Historic Preservation Act of 1966, 16 U.S.C. Sec. 470 et seq.;

(c) the regulations adopted to implement the laws described in Subsections (5)(a) and (b); and

(d) Section 10-9a-503.

Enacted by Chapter 299, 2018 General Session

54-21-209 Manner of regulation.

(1) An authority shall manage a wireless provider's use of a right-of-way in a nondiscriminatory manner with regard to any other user of the right-of-way.

(2) Any term or condition an authority imposes on a right-of-way user may not:

(a) be unreasonable or discriminatory; or

(b) violate an applicable legal obligation or law.

Enacted by Chapter 299, 2018 General Session

54-21-210 Damage and repair.

(1) If a wireless provider's activity causes damage to a right-of-way, the wireless provider shall repair the right-of-way to substantially the same condition as before the damage.
(2) If a wireless provider fails to make a repair required by an authority under Subsection (1) within a reasonable time after written notice, the authority may:
  (a) make the required repair; and
  (b) charge the wireless provider the reasonable, documented, actual cost for the repair.
(3) If the damage described in Subsection (1) causes an urgent safety hazard, an authority may:
  (a) immediately make the necessary repair; and
  (b) charge the wireless provider the reasonable, documented, actual cost for the repair.

Enacted by Chapter 299, 2018 General Session

Part 3
Permitting Process for Small Wireless Facilities

54-21-301 Applicability -- General.
(1) This part applies to:
  (a) the collocation of a small wireless facility in a right-of-way;
  (b) the collocation of a small wireless facility on a wireless support structure in a right-of-way; and
  (c) the installation, modification, or replacement of a utility pole associated with a small wireless facility in a right-of-way.
(2) Except as provided in this chapter, an authority may not prohibit, regulate, or charge for the collocation of a small wireless facility.

Enacted by Chapter 299, 2018 General Session

54-21-302 Permitting process, requirements, and limitations.
(1) An authority may require an applicant to obtain a permit to:
  (a) collocate a small wireless facility in a right-of-way; or
  (b) install a new, modified, or replacement utility pole associated with a small wireless facility in a right-of-way, as provided in Section 54-21-204.
(2) If an authority establishes a permitting process under Subsection (1), the authority:
  (a) shall ensure that a required permit is of general applicability;
  (b) may not require:
    (i) directly or indirectly, that an applicant perform a service or provide a good unrelated to the permit, including reserving fiber, conduit, or pole space for the authority;
    (ii) an applicant to provide more information to obtain a permit than a communications service provider that is not a wireless provider or a utility, except to the extent the applicant is required to include construction or engineering drawings or other information to demonstrate the applicant's application should be not denied under Subsection (7);
    (iii) the placement of a small wireless facility on a specific utility pole or category of poles;
    (iv) multiple antenna systems on a single utility pole; or
    (v) a minimum separation distance, limiting the placement of a small wireless facility; and
  (c) may require an applicant to attest that the small wireless facility will be operational for use by a wireless service provider within 270 days after the day on which the authority issues the permit, except in the case that:

(i) the authority and the applicant agree to extend the 270-day period; or
(ii) lack of commercial power or communications transport infrastructure to the site delays completion.

(3) Within 30 days after the day on which an authority receives an application for the collocation of a small wireless facility or for a new, modified, or replacement utility pole, the authority shall:
(a) determine whether the application is complete; and
(b) notify the applicant in writing of the authority's determination of whether the application is complete.

(4) If an authority determines, within the applicable time period described in Subsection (3), that an application is incomplete:
(a) the authority shall specifically identify the missing information in the written notification sent to the applicant under Subsection (3)(b); and
(b) the processing deadline in Subsection (6) is tolled:
(i) from the day on which the authority sends the applicant the written notice to the day on which the authority receives the applicant's missing information; or
(ii) as the applicant and the authority agree.

(5) An application for a small wireless facility expires if:
(a) the authority notifies the wireless provider that the wireless provider's application is incomplete, in accordance with Subsection (4); and
(b) the wireless provider fails to respond within 90 days after the day on which the authority notifies the wireless provider under Subsection (5)(a).

(6)
(a) An authority shall:
(i) process an application on a nondiscriminatory basis; and
(ii) approve or deny an application:
(A) for the collocation of a small wireless facility, within 60 days after the day on which the authority receives the complete application; and
(B) for a new, modified, or replacement utility pole, within 105 days after the day on which the authority receives the complete application.
(b) If an authority fails to approve or deny an application within the applicable time period described in Subsection (6)(a)(ii), the application is approved.
(c) Notwithstanding Subsections (6)(a) and (b), an authority may extend the applicable period described in Subsection (6)(a)(ii) for a single additional period of 10 business days, if the authority notifies the applicant before the day on which approval or denial is originally due.

(7) An authority may deny an application to collocate a small wireless facility or to install, modify, or replace a utility pole that meets the height limitations under Section 54-21-205, only if the action requested in the application:
(a) materially interferes with the safe operation of traffic control equipment;
(b) materially interferes with a sight line or a clear zone for transportation or pedestrians;
(c) materially interferes with compliance with the Americans with Disabilities Act of 1990, 42 U.S.C. Sec. 12101 et seq., or a similar federal or state standard regarding pedestrian access or movement;
(d) fails to comply with applicable laws or legal obligations;
(e) creates a public health or safety hazard; or
(f) obstructs or hinders the usual travel or public safety of the right-of-way.

(8)
(a) If an authority denies an application under Subsection (7), the authority shall:

(i) document the basis for the denial, including any specific law on which the denial is based; and
(ii) send the documentation described in Subsection (8)(a)(i) to the applicant on or before the day on which the authority denies the application.
(b) Within 30 days after the day on which an authority denies an application, the applicant may, without paying an additional application fee:
(i) cure any deficiency the authority identifies in the applicant's application; and
(ii) resubmit the application.
(c)
(i) An authority shall approve or deny an application revised in accordance with Subsection (8)(b) within 30 days after the day on which the authority receives the revised application.
(ii) A review of an application revised in accordance with Subsection (8)(b) is limited to the deficiencies documented as the basis for denial unless the applicant has changed another portion of the application.
(9)
(a) Subject to Subsections (9)(b) and (c), if an applicant seeks to:
(i) collocate multiple small wireless facilities within a single authority, the authority shall allow the applicant, at the applicant's discretion, to file a consolidated application for the collocation of up to 25 small wireless facilities, if all of the small wireless facilities in the consolidated application are:
(A) substantially the same type; and
(B) proposed for collocation on substantially the same types of structures; or
(ii) install, modify, or replace multiple utility poles within a single authority, the authority shall allow the applicant, at the applicant's discretion, to file a consolidated application for the installation, modification, or replacement of up to 25 utility poles.
(b) An applicant may not file within a 30-day period:
(i) with a category one authority, more than:
(A) three consolidated applications; or
(B) multiple applications that collectively seek permits for a combined total of more than 75 small wireless facilities and utility poles; or
(ii) with a category two authority, more than:
(A) one consolidated application; or
(B) multiple applications that collectively seek permits for a combined total of more than 25 small wireless facilities and utility poles.
(c) A consolidated application described in Subsection (9)(a) may not combine applications solely for collocation of small wireless facilities on existing utility poles with applications for the installation, modification, or replacement of a utility pole.
(d) If an authority denies the application for one or more utility poles, or one or more small wireless facilities, in a consolidated application, the authority may not use the denial as a basis to delay the application process of any other utility pole or small wireless facility in the same consolidated application.
(10) A wireless provider shall complete the installation or collocation for which a permit is granted under this part within 270 days after the day on which the authority issues the permit, unless:
(a) the authority and the applicant agree to extend the one-year period; or
(b) lack of commercial power or communications facilities at the site delays completion.
(11) Approval of an application authorizes the applicant to:
(a) collocate or install a small wireless facility or utility pole, as requested in the application; and

(b) subject to applicable relocation requirements and the applicant's right to terminate at any time, operate and maintain for a period of at least 10 years:
(i) any small wireless facility covered by the permit; and
(ii) any utility pole covered by the permit.
(12) If there is no basis for denial under Subsection (7), an authority shall grant the renewal of an application under this section for an equivalent duration.
(13) An authority may not institute, either expressly or de facto, a moratorium on filing, receiving, or processing an application, or issuing a permit or another approval, if any, for:
(a) the collocation of a small wireless facility; or
(b) the installation, modification, or replacement of a utility pole to support a small wireless facility.
(14) The approval of the installation, placement, maintenance, or operation of a small wireless facility, in accordance with this chapter, does not authorize:
(a) the provision of a communications service in the right-of-way; or
(b) the installation, placement, or operation of a facility, other than the approved small wireless facility, in the right-of-way.

Enacted by Chapter 299, 2018 General Session

54-21-303 Exceptions to permitting.
(1) Except as provided in Subsection (2), an authority may not require a wireless provider to submit an application, obtain a permit, or pay a rate for:
(a) routine maintenance;
(b) the replacement of a small wireless facility with a small wireless facility that is substantially similar or smaller in size; or
(c) the installation, placement, maintenance, operation, or replacement of a micro wireless facility that is strung on a cable between existing utility poles, in compliance with the National Electrical Safety Code.
(2)
(a) An authority may require a wireless provider to obtain a permit in accordance with Section 72-7-102 for work that requires excavation or closing of sidewalks or vehicular lanes in a public right-of-way.
(b) If an authority requires a permit under Subsection (2)(a), the authority shall process and approve the permit within the same time period the authority processes and approves a permit for all other types of entities.
(3)
(a) An authority may require advance notice of an activity described in Subsection (1).
(b) A wireless provider may replace or upgrade a utility pole only with the approval of the utility pole's owner.

Enacted by Chapter 299, 2018 General Session

Part 4
Access to Authority Poles Within a Right-of-way

54-21-401 Applicability.

This part applies to activities of a wireless provider within a right-of-way.

Enacted by Chapter 299, 2018 General Session

54-21-402 Prohibition on exclusive use.

(1) A person owning, managing, or controlling an authority pole in a right-of-way may not enter into an exclusive arrangement with a person for the right to collocate a small wireless facility to the authority pole.
(2) A person who purchases or otherwise acquires an authority pole is subject to the requirements of this part.
(3) An authority shall allow the collocation of a small wireless facility on an authority pole in a right-of-way:
  (a) as provided in this chapter; and
  (b) subject to the permitting process in Part 3, Permitting Process for Small Wireless Facilities.

Enacted by Chapter 299, 2018 General Session

54-21-403 Rates.

The rate to collocate a small wireless facility on an authority pole:
(1) shall be nondiscriminatory, regardless of the service provided by the collocating person; and
(2) is provided in Part 5, Rates and Fees.

Enacted by Chapter 299, 2018 General Session

Part 5
Rates and Fees

54-21-501 Applicability.

This part governs an authority's rates and fees for the placement in a right-of-way of:
(1) a small wireless facility; or
(2) a utility pole associated with a small wireless facility.

Enacted by Chapter 299, 2018 General Session

54-21-502 Right-of-way rates.

(1) Except as described in Subsection (2), an authority may not require a wireless provider to pay any rate, fee, or compensation to the authority, or to any other person, beyond what is expressly authorized in this chapter, for the right to use or occupy a right-of-way:
  (a) for the collocation of a small wireless facility on a utility pole in the right-of-way; or
  (b) for the installation, operation, modification, maintenance, or replacement of a utility pole in the right-of-way.
(2)
  (a) An authority may charge a wireless provider a rate for the right to use or occupy a right-of-way as described in Subsection (1), if, except as provided in Subsection 54-21-601(6), the rate is:
    (i) fair and reasonable;

(ii) competitively neutral;
(iii) nondiscriminatory;
(iv) directly related to the wireless provider's actual use of the right-of-way; and
(v) not more than the greater of:
(A) 3.5% of all gross revenue related to the wireless provider's use of the right-of-way for small wireless facilities; or
(B) $250 annually for each small wireless facility.
(b) A wireless provider subject to a rate under this Subsection (2) shall remit payments to the authority on a monthly basis.
(c) A rate charged in accordance with Subsection (2)(a)(v) is presumed to be fair and reasonable.
(3) Notwithstanding Subsection (2), an authority may not require a wireless provider to pay an additional rate, fee, or compensation for the right to use or occupy a right-of-way as described in Subsection (1), if the wireless provider is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act.

Enacted by Chapter 299, 2018 General Session

54-21-503 Application fees.
(1) An authority may charge an application fee, if:
(a) a similar fee is required for similar types of commercial development or construction within the authority's jurisdiction;
(b) the costs to be recovered by an application fee are not already recovered by existing fees, rates, licenses, or taxes paid by the wireless provider; and
(c) the fee does not include:
(i) travel expenses incurred by a third party in review of an application; or
(ii) payment or reimbursement of a third-party rate or fee charged on a contingency basis or a result-based arrangement.
(2) Subject to Subsection (3), an application fee for collocation of a small wireless facility is limited to the cost of granting a building permit for similar types of commercial development or construction within the authority's jurisdiction.
(3) An application fee for the collocation of a small wireless facility on an existing or replacement utility pole may not exceed $100 for each small wireless facility on the same application.
(4) If the activity is a permitted use described in Section 54-21-204, an application fee may not exceed $250 per application to install, modify, or replace a utility pole associated with a small wireless facility.
(5) If the activity is not a permitted use described in Section 54-21-204, an application fee may not exceed $1,000 per application to:
(a) install, modify, or replace a utility pole; or
(b) install, modify, or replace a new utility pole associated with a small wireless facility.

Enacted by Chapter 299, 2018 General Session

54-21-504 Authority pole collocation rate.
The rate to collocate a small wireless facility on an authority pole is $50 per year, per authority pole.

Enacted by Chapter 299, 2018 General Session

Part 6
Implementation

54-21-601 General.

(1) An authority may, to the extent allowed by law and consistent with this chapter, establish rates, fees, and other terms that comply with this chapter by:
  (a) implementing an ordinance; or
  (b) if applicable, executing an agreement with a wireless provider.
(2) In the absence of an ordinance or agreement that fully complies with this chapter, a wireless provider may install and operate a small wireless facility or a utility pole associated with a small wireless facility:
  (a) subject to Section 54-21-602; and
  (b) under the requirements of this chapter.
(3) An authority may establish an ordinance or require an agreement to implement this chapter.
(4)
  (a) Subject to Subsection (4)(b), an authority may require a wireless provider to agree to reasonable and nondiscriminatory indemnification, insurance, or bonding requirements before a wireless provider collocates a small wireless facility in a right-of-way.
  (b) An authority may not impose on a wireless provider an indemnification requirement described in Subsection (4)(a) that requires the wireless provider to indemnify the authority for the authority's negligence.
(5) An authority's obligations under this chapter may not be tolled or extended pending the implementation of an ordinance or negotiation of an agreement to implement this chapter.
(6)
  (a) Nothing in this section prohibits an authority from entering into a written, nondiscriminatory agreement with one or more wireless providers to jointly test certain traffic-related functions, or other technology related to research, using specified assets of the authority or the wireless providers.
  (b) An agreement described in Subsection (6)(a) may:
    (i) waive certain fees the participating wireless provider would otherwise be required to pay to the authority; or
    (ii) allow the participating wireless provider to pay certain fees in cash, in-kind compensation, or in a combination of cash and in-kind compensation.

Enacted by Chapter 299, 2018 General Session

54-21-602 Noncompliant agreements and ordinances.

(1) An agreement or ordinance that does not fully comply with this chapter and applies to a small wireless facility or a utility pole that is operational or installed before May 11, 2018:
  (a) may not be renewed or extended unless the agreement is modified to fully comply with this chapter; and
  (b) is invalid and unenforceable beginning November 8, 2018, unless the agreement or ordinance is modified before November 8, 2018, to fully comply with this chapter.
(2) An agreement or ordinance entered into or passed before May 11, 2018, that does not fully comply with this chapter and applies to a small wireless facility or a utility pole that was not operational or installed before May 11, 2018, is invalid and unenforceable:

(a) beginning May 11, 2018; and
(b) until the agreement or ordinance is modified to fully comply with this chapter.
(3) If an agreement or ordinance is invalid in accordance with this section, until an agreement or ordinance that fully complies with this chapter is entered or adopted:
(a) a small wireless facility or a utility pole that is operational or installed before May 11, 2018, may remain installed and operate under the requirements of this chapter; and
(b) a small wireless facility or utility pole may become operational or be installed in the right-of-way on or after May 11, 2018, under the requirements of this chapter.

Enacted by Chapter 299, 2018 General Session

54-21-603 Relocation.
(1) Notwithstanding any provision to the contrary, an authority may require a wireless provider to relocate or adjust a small wireless facility in a public right-of-way:
(a) in a timely manner; and
(b) without cost to the authority owning the public right-of-way.
(2) The reimbursement obligations under Section 72-6-116(3)(b) do not apply to the relocation of a small wireless facility.

Enacted by Chapter 299, 2018 General Session

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**

TITLE:	DISCUSSION - EMMC 6.10 Animal Zoning Regulations
ITEM TYPE:	Discussion
FISCAL IMPACT:	
APPLICANT:	Staff

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
n/a	n/a	n/a	n/a

PUBLIC HEARING:
No

PREPARED BY:
Tayler Jensen, Planning

PRESENTED BY:
Tayler Jensen

RECOMMENDATION:

BACKGROUND:
Staff was directed by members of the City Council to review 6.10 of EMMC and to consider making changes to the maximum number of animals allowed by code. The Planning Commission has held work sessions on the proposed code amendment and on June 22nd the Planning Commission and City Council held a joint session field trip to a property in the Cedar Pass Ranch Neighborhood to review what the existing code allows in practice

The Eagle Mountain Planning Commission reviewed the proposed changes to 6.10 on July 13th 2021, although this meeting was not a public hearing the public was allowed to speak on the item. The city received a petition against the changes from the Cedar Pass Ranch neighborhood as well as a number of comments against the proposal specifically related to the possibility of increasing the number of horses that are allowed in an area. There were also a number of comments in support of the ordinance that emphasized any negatives about number of animals could be addressed through existing nuisance ordinances.

ITEMS FOR CONSIDERATION:
If approved this development code amendment would allow every

residential lot in the city to have two horses per half acre, with the maximum number of horses being determined on the lot size, as a result neighboring properties may be entitled to different numbers of horses.

REQUIRED FINDINGS:
Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission voted 3:2 to recommended approval of the proposed code change to title 6.10 as reflected in the attachment.

Commissioner Pengra voted nay, and clarified that while he doesn't disagree with the motion, he felt the Planning Commission could have put forth more effort to improve the standards.

Commissioner Bergener voted nay, and clarified that his vote was due to not resolving language issues and addressing cumulative impact concerns.

ATTACHMENTS:

EMMC 6.10 Animal Zoning Regulations - DRAFT

6.10.010 Existing animal uses.

The keeping of any animal which existed lawfully prior to the effective date of the ordinance codified in this title which is not allowed under this title may be continued as a nonconforming use, except that if the nonconforming use is discontinued for one year or more it shall then be deemed abandoned and any future keeping of animals shall be in conformity with this title. [Ord. O-12-2017 § 2 (Exh. A)].

6.10.020 General animal regulations for all zones.

All areas to be used by animals shall be adequately fenced so as to prevent their escape. No more than six birds or other flying animals shall be kept on any lot within 1,000 feet of an airport. Available fenced animal areas shall be located in rear or side yards and may include barns, corrals, pens, or other facilities directly related to the care, shelter or feeding of the animals, but shall not include the home or other accessory buildings. [Ord. O-12-2017 § 2 (Exh. A)].

6.10.030 General animal regulations for the agriculture zone.

Livestock may be kept in the agriculture zone on lots greater than five acres in size, but shall be maintained in conditions that are healthy and do not pose a nuisance due to smell, noise, or unsightly trash or dilapidated buildings. [Ord. O-12-2017 § 2 (Exh. A)].

6.10.040 General animal regulations for the commercial zone.

It shall be unlawful to possess livestock or other animals in the commercial zone, except in approved pet stores, boarding or grooming kennels, or as otherwise provided in this chapter. [Ord. O-12-2017 § 2 (Exh. A)].

6.10.050 General animal regulations for the industrial zone.

It shall be unlawful to possess livestock or other animals in the industrial zone, except as otherwise provided in this chapter. [Ord. O-12-2017 § 2 (Exh. A)].

~~6.10.060 General animal regulations for the airpark zone.~~

~~It shall be unlawful to possess livestock or other animals in the airpark zone, except in approved pet stores or as otherwise provided in this chapter. [Ord. O-12-2017 § 2 (Exh. A)].~~

6.10.~~070~~ 060 General animal regulations for the residential zone – Permitted uses.

Table 6.10.~~090~~ 080, Residential Zone Livestock Requirements, identifies the minimum lot size, area requirements, number and type of livestock that may be kept as a permitted use within the residential zone. [Ord. O-12-2017 § 2 (Exh. A)].

Additional animals not identified in Table 6.10.080, or in 6.10.090 as “Wild Animals” shall be subject to an alternative animal management plan to be heard by the Planning Commission. Approval of the

plan by the Planning Commission shall be considered a conditional use and shall be subject to all required conditions. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners, the conditional use shall be subject to revocation by the code enforcement or animal control officer.

6.10.~~080~~ 070 General animal regulations for the residential zone – Conditional uses.

The planning commission may consider exceptions to Table 6.10.090, Residential Zone Livestock Requirements, through a conditional use permit process.

A. The planning commission shall review conditional use permits in accordance with the standards contained in Chapter 17.95 EMMC, Conditional Uses.

B. The planning commission shall conduct a public hearing in accordance with Chapter 17.95 EMMC, Conditional Uses.

C. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners, the conditional use shall be subject to revocation by the code enforcement or animal control officer. [Ord. O-12-2017 § 2 (Exh. A)].

6.10.~~090~~ 080 Residential zone livestock requirements.

A residential property may have a mix of the permitted animals so long as the required fencing area is provided.

Table 6.10.~~090~~ 080 – Residential Zone Livestock Requirements*

Animal	Max. Number Allowed on Lots			Available Fenced Area per Animal	Setback from Residence or Other Periodically Inhabited Building[1]	Minimum Lot Size
	1/2 to 1 Acre	1 to 3 Acres	More than 3 Acres			
Horse/Mule	0	4	12	22,000 s.f. per 1 – 4 animals	50	1 Acre
Buffalo	0	2	6	22,000 s.f. per 1 – 4 animals	150	1 Acre
Cattle	2	4	12	2,500 s.f.	50	1/2 Acre
Donkey	2	4	12	2,500 s.f.	50	1/2 Acre
Llama	2	4	12	2,500 s.f.	50	1/2 Acre
Emu/Ostrich	4	8	16	500 s.f.	50	1/2 Acre
Sheep/Goat	4	8	16	500 s.f.	50	1/2 Acre
Pig (all kinds)	2	4	8	500 s.f.	150	1/2 Acre

[1] The setback requirement is measured from the closest point of the available fenced animal area to a residence or building on an adjacent lot.

* Exceptions to these standards must be presented by the property owner through an alternative animal management plan to be heard by the planning commission. Approval of the plan by the commission shall be considered a conditional use and shall be subject to all required conditions. If an approved plan is violated or causes situations that become a nuisance to adjoining property owners, the conditional use shall be subject to revocation by the code enforcement or animal control officer.

[Ord. O-12-2017 § 2 (Exh. A)].

6.10.~~100~~ 090 Definitions.

For the purposes of this title, each of the following words and phrases shall have the following meaning:

“Animal” means birds, reptiles, and mammals other than the species Homo sapiens. An animal’s offspring shall be considered a separate unit upon completion of weaning.

“Hobby breeder kennel” means a dog or cat breeder that has been given conditional use approval to keep a limited number of animals, as approved in a conditional use permit, in a residential area, subject to all provisions of Chapter 6.05 EMMC and this chapter.

“Kennel” means any lot, building, structure, enclosure or premises whereupon or wherein five or more dogs over four months of age are kept or maintained for any purpose, including boarding, breeding, buying, grooming, letting for hire, training for fee, or selling.

“Livestock” means all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals, and all ratites, including, but not limited to, ostriches, emus, and rheas.

“Wild animals” means any animals of a species that in their natural life are wild, including hybrids and animals which, as a result of their natural or wild condition, cannot be vaccinated effectively for rabies. These animals, however domesticated, shall include but not be limited to:

1. Alligators and crocodiles;

2. Bears (Ursidae). All bears, including grizzly bears, brown bears, black bears, etc.;

3. Cat family (Felidae). All except the commonly accepted domesticated cats, and including cheetah, cougar, leopard, lion, lynx, panther, mountain lion, tiger, wildcat, etc.;

4. Dog family (Canidae). All except domesticated dogs, and including wolf, part wolf, fox, part fox, coyote, part coyote, dingo, etc.;

5. Porcupine (Erethizontidae);

6. Primate (Nonhuman). All subhuman primates;

7. Raccoon (Procyonidae). All raccoons, including eastern raccoon, desert raccoon, ringtailed cat, etc.;

8. Skunks;

9. Venomous fish and piranha;

10. Venomous snakes and lizards;

11. Weasels (Mustelidae). All including weasels, martens, wolverines, badgers, otters, ermine, mink, mongoose, etc.

A complete list of other definitions related to animal control may be found in Chapter 6.05 EMMC. [Ord. O-12-2017 § 2 (Exh. A)].

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**
TITLE:	DISCUSSION - Ranches Crossing
ITEM TYPE:	Concept Plan
FISCAL IMPACT:	
APPLICANT:	Brian Haskell

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Tayler Jensen, Planning

PRESENTED BY:
Tayler Jensen

RECOMMENDATION:

BACKGROUND:
Ranches Crossing is approximately 3.74 acres located on the Northeast corner of the intersection of Ranches Parkway and Pony Express Parkway.

The future land use plan designates the Ranches Crossing parcel as Community Commercial.

Commercial Projects are subject to 17.72 Commercial Design Standards

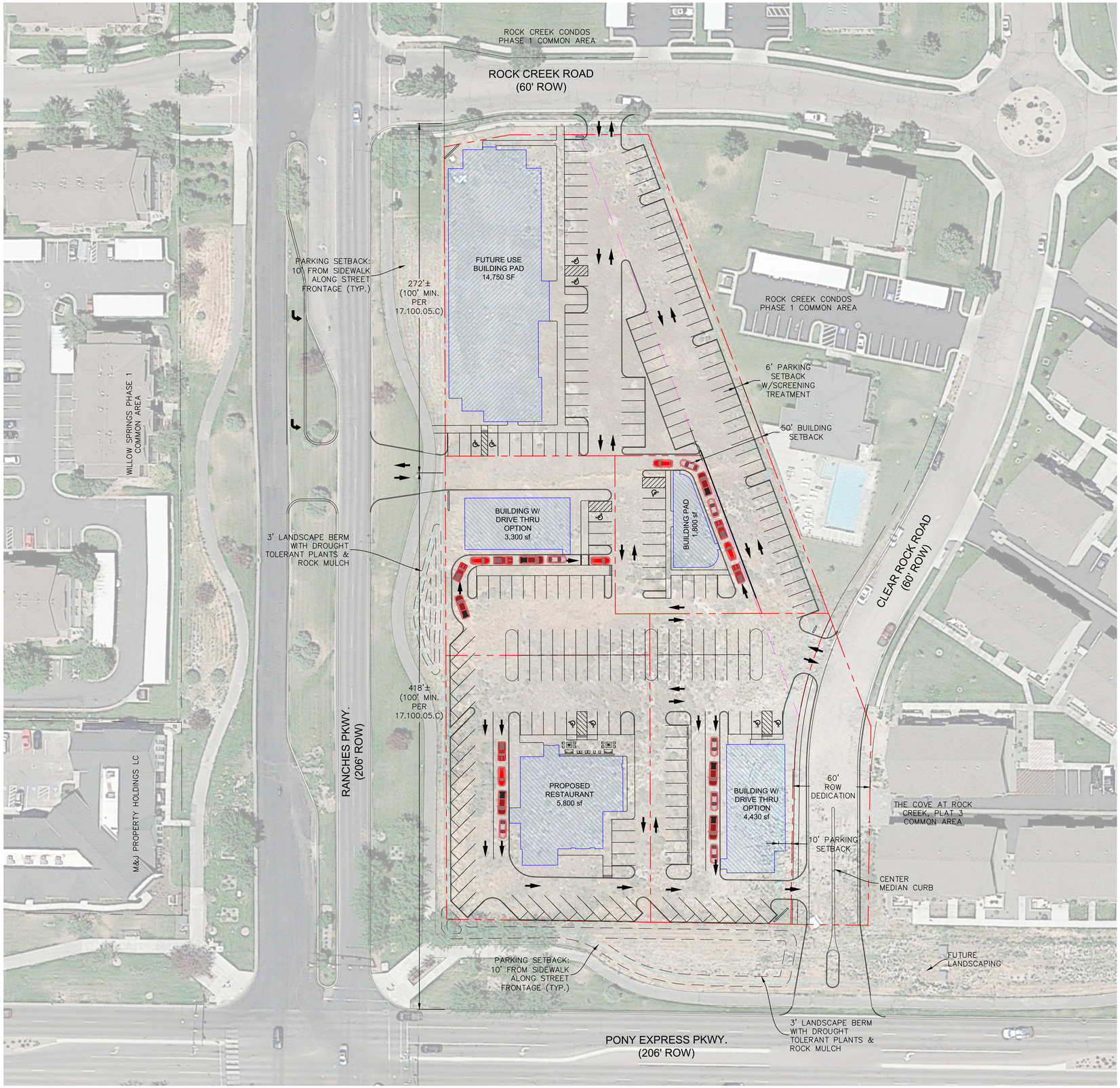
ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Concept Plan



LEGEND:

- PROPERTY LINE OF INTEREST
- PARKING OFFSET REQ'T
- BUILDING OFFSET REQ'T
- EXISTING PROPERTY LINE
- PROPOSED CURB
- PROPOSED BUILDING/PAD

SITE NOTES:

- ZONE: Community Commercial
- FEMA: ZONE X, AREA OF MINIMAL FLOOD HAZARD
- SLOPES DO NOT EXCEED 15%
- TOTAL ACREAGE: 3.74 ac.
- TOTAL PARKING PROPOSED: 215 Stalls (1 stall per 140 sf)
- TOTAL BUILDING PAD SF: 30,080 sf
- AVG. LOT SIZE: 0.69 ac.
- MIN. LOT SIZE: 0.29 ac.
- PUBLIC ROW TO BE DEDICATED: 0.27 ac.
- GENERAL TOPOGRAPHY: GENTLY SLOPED (0-10%)

SCALE (FT)

0 40 80 120

LEGACY DESIGN GROUP
ABERDEEN, SD
SALT LAKE CITY, UT
605.725.5257

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OWNER:

EAGLE MOUNTAIN RANCHES– PONY EXPRESS MULTI-USE

PONY EXPRESS PARKWAY & RANCHES PARKWAY CORNER

LEGAL DESC.:

811 Know what's below. Call before you dig.

Rev.	Date	Comment
-	-	-

DRAWN BY: DRS
DESIGN BY: CBL
ORIG. ISSUE DATE: JUN.12, 2021

7/22/2021 4:50:00 PM

SITE CONCEPT
C000

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**
TITLE:	Real Estate Purchase Agreement - Farm Land Holding, LLC
ITEM TYPE:	Agreement
FISCAL IMPACT:	
APPLICANT:	Eagle Mountain City

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Paul Jerome, Admin

PRESENTED BY:
Paul Jerome

RECOMMENDATION:
Staff recommends that the City Council approve a Real Estate Purchase Agreement between Eagle Mountain City and Farm Land Holding, LLC.

BACKGROUND:
It is necessary for the City to acquire additional property to accommodated the expansion of the wastewater treatment facility, specifically for the storage and land application of Type 1 and Type 2 effluent to meet growth projections.

Staff is proposing to purchase 80 acres adjacent to the sewer treatment facility with an option to purchase an additional 40 acres in the future, if needed.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
Sewer Purchase Agreement JRC

REAL ESTATE PURCHASE CONTRACT
FOR LAND

This Real Estate Purchase Contract For Land (this "**REPC**") is made as of the date last executed below (the "**Effective Date**") between **Eagle Mountain City**, a Utah municipal corporation ("**Buyer**"), and **Farm Land Holding LLC**, a Utah limited liability company ("**Seller**").

1. PROPERTY. The property that is the subject to this REPC is Utah County Parcel No. 59:055:0004 (the "**Property**"), which is more particularly described as:

S 1/2 OF SE 1/4 OF SEC 23, T6S, R2W, SLM.
Contains 80 Acres.

In addition, in consideration for the Purchase Price, Seller shall grant and convey to Buyer at the Settlement an Option to Purchase Real Property (the "**Option Agreement**") in the form attached hereto as Exhibit A.

2. PURCHASE PRICE. The Purchase Price for the Property is _____ (the "**Purchase Price**"). The Purchase Price shall be paid as follows:

(a) _____ shall be paid by Buyer to Seller at Settlement; and

(b) Buyer shall deliver to Seller at Settlement an executed Promissory Note in the amount of _____ (the "**Promissory Note**") in the form attached hereto as Exhibit B.

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than ninety (90) days from the Effective Date (the "**Settlement Deadline**") or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this REPC (including the Warranty Deed, the Option Agreement and the Promissory Note), by the title insurance and escrow/closing offices, by written escrow instructions, or by

applicable law; (b) any monies required to be paid at Settlement by Buyer or Seller under these documents have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations shall be made as of the Settlement Deadline unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

3.3 Greenbelt. If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be paid for by Seller at Closing.

3.4 Special Assessments. Any assessments for capital improvements prior to the Settlement Deadline shall be paid for by Seller. The provisions of this Section 3.4 shall survive Closing.

3.5 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.5 shall survive Closing.

3.6 Closing. For purposes of this REPC, "Closing" means that: (a) Settlement has been completed; (b) the applicable Closing documents have been recorded in the office of the county recorder.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer at Closing. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property. Seller agrees to deliver the Property to Buyer free of debris and personal belongings. The provisions of this Section 4 shall survive Closing.

5. REAL ESTATE AGENT / BROKER FEE. Buyer and Seller represent and warrant to each other that no real estate agent or other finder has been involved in this transaction. The parties agree to hold each other harmless and to indemnify

the other against all liability, loss, cost, damage, or other expense the other may suffer or incur through any claim by a broker, agent, or finder claiming through the indemnifying party for any compensation with respect to this REPC or any transaction under it.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed.

6.2 Title Commitment. Seller shall provide to Buyer within ten (10) days after the Effective Date a commitment (including a preliminary title report) for a standard form owner's title insurance policy as to the Property in the amount of the Purchase Price through **Cottonwood Title Insurance Agency, Inc.** of Salt Lake City, Utah (the "Title Company").

6.3 Objections to Title. If the title report indicates marketable and insurable title in the Property, the state of the title shall not be subject to objection. Seller shall cause all financial encumbrances to be released at Closing except for real estate taxes not yet due which shall be prorated in accordance with this Agreement. Buyer shall have until the later of fifteen (15) days after the date of delivery of such title commitment to deliver to Seller a signed writing setting forth any objection that Buyer may have as shown in the title commitment as to the Property. Any objection not properly made in such time shall be waived.

6.4 Title Cure. If a proper objection to title is timely received by Seller from Buyer, Seller shall have forty-five (45) days after receipt of the objection within which to cure such title objection and deliver notice of such cure to Buyer. The Closing shall be postponed if need be in order to allow such cure period. The cure period ends on the earlier of the expiration of the 45-day period or the delivery to Buyer of the notice of cure. Seller shall pay all costs associated with any such cure. If such objection is not cured to Buyer's reasonable satisfaction, Seller shall not be in default, but Buyer may by notice delivered to Seller on or before the third business day after the end of the cure period, elect to terminate this Agreement, but if not so terminated, this Agreement shall continue in force and the title objection shall thus be waived. Termination of this Agreement shall be Buyer's exclusive remedy for any uncured defect in title shown on the preliminary title report. Any fees of the Title Company shall be Seller's sole responsibility in such event. On such

termination, neither party will have any further obligations to perform under this Agreement.

6.5 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by Buyer shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than ten (10) days after the Effective Date, Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a copy of any lease, rental, and property management agreements affecting the Property and which do not expire prior to Closing;

(b) written notice of any claims and/or conditions known to Seller relating to environmental problems associated with the Property; and

(c) disclose in writing to Buyer any defects in the Property known to Seller that Seller believes may materially affect the value of the Property and that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer.

8. BUYER'S CONDITIONS OF PURCHASE.

(a) Due Diligence. Buyer's due diligence shall consist of Buyer's review and approval of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer (the "**Due Diligence**"). The Due Diligence shall be completed forty-five (45) days after the Effective Date (the "**Due Diligence Deadline**"). All Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either cancel this REPC by providing written notice to Seller prior to the Due Diligence Deadline, or no later than the Due Diligence

Deadline resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, Buyer shall be deemed to have waived the Due Diligence Condition.

9. CONDITION OF PROPERTY. Seller shall deliver the Property to Buyer at Closing in substantially the same general condition as it was on the Effective Date. This Section 10 shall survive Closing.

10. CHANGES DURING TRANSACTION. Seller agrees that from the Effective Date until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

11. AUTHORITY OF SIGNERS. Buyer warrants and represents that the person signing this REPC on behalf of Buyer has authority to do so and to bind Buyer. Seller warrants and represents that the person signing this REPC on behalf of Seller has authority to do so and to bind Seller.

12. DEFAULT.

12.1 Buyer Default. If Buyer defaults, Seller may cancel this REPC and Buyer shall pay to seller the amount of $_____ (the "Earnest Money Deposit") in full satisfaction of all claims by Seller against Buyer.

12.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel this REPC; or (b) maintain the Earnest Money Deposit in trust and sue Seller to specifically enforce this REPC.

13. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation to enforce the REPC, the prevailing party shall be entitled to its costs and reasonable attorney fees. The provisions of this Section shall survive Closing.

14. NOTICES. All notices provided or permitted to be given under this agreement must be in writing and shall be served by depositing same in the United States mail or guaranteed overnight delivery service, or by hand delivering the same to such person. For purposes of notice, and unless changed by a party as provided herein, the addresses of the parties shall be as follows:

If to Seller: Farm Land Holding LLC
9740 N Heiselts Hollow Drive
Cedar Hills, Utah 84062

If to Buyer: Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, Utah 84005
Attn: Fionnuala B. Kofoed, CMC
City Recorder

Any notice shall be considered given on the date of hand delivery to all parties to be served, one (1) business day after consignment to a guaranteed overnight delivery courier to all parties to be served, or the date three (3) business days after deposit in the United States mail to all parties to be served as provided above. By giving at least ten (10) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder.

15. INSURANCE & RISK OF LOSS.

15.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

15.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price, Buyer may elect to either: (i) cancel the REPC by providing written notice to the other party, in which instance the Earnest Money, or Deposits, if applicable, shall be returned to Buyer; or (iii) proceed to Closing and accept the Property in its "As-Is" condition.

16. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g., Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

17. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email) of a signed copy of this REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. This REPC and any addenda and counteroffers may be executed in counterparts.

18. PROVISION OF WASTEWATER. As further consideration for Seller agreeing to sell the Property to Buyer, beginning at Settlement, to the extent Buyer land applies treated sewage effluent to property owned by Buyer solely as a disposal method, and Seller owns agricultural property that could be utilized for land application of the treated sewage effluent, Buyer shall cooperate in good faith to enter into an agreement with Seller on terms and conditions mutually acceptable to the parties to utilize Seller's property for the land application of the treated sewage effluent. Buyer may refuse to provide treated sewage effluent to Seller based on any of the following conditions, which shall be determined to exist in Buyer's sole discretion: (1) application of the sewage effluent to Seller's property would require changes to any permits or approvals of Buyer; (2) application of the sewage effluent to Seller's property would increase potential liability of Buyer; (3) application of the sewage effluent to Seller's property would decrease any benefit of Buyer achieved by land applying the sewage effluent to land owned by Buyer; (4) the treated effluent can be used in any reuse project or put to any other beneficial use by Buyer; or (5) application of the sewage effluent to Seller's property would violate or otherwise impact any water right approvals or water contracts of Buyer or would alter or increase any return flow requirements for any water rights owned or utilized by Buyer. Seller shall be solely responsible for any costs or expenses associated with the use of the sewage effluent on Seller's property, including, but not limited to, piping, sprinklers, fencing, administrative

costs, or permit costs. Seller shall not be entitled to transfer or assign any of its rights pursuant to this paragraph 18.

FARM LAND HOLDING LLC

_____
Signature

Print Name: _____

Title: _____

Date: _____

EAGLE MOUNTAIN CITY

_____
Paul Jerome, City Administrator

Date: _____

ATTEST:

_____
Fionnuala Kofoed, City Recorder

Exhibit A

Option Agreement

When recorded, mail to:

Eagle Mountain City
c/o Fionnuala Kofoed, City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Utah County Parcel No. 59:055:0005

PURCHASE OPTION AGREEMENT AND RIGHT OF FIRST REFUSAL

THIS PURCHASE OPTION AGREEMENT AND RIGHT OF FIRST REFUSAL ("**Agreement**") is made and entered into as of the 12th day of July, 2021 (the "**Effective Date**"), by and between **Farm Land Holding LLC**, a Utah limited liability company ("**Seller**") and **Eagle Mountain City,** a municipal corporation of the State of Utah ("**Buyer**").

GRANT OF OPTION TO BUYER

For one hundred dollars ($100) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller grants to Buyer on the terms and conditions set forth below, the right and option (the "**Option**") to purchase all or part of the 40 acres of property located in Utah County, Utah, identified as follows (the "**Property**"):

> The southernmost one-half of Parcel No. 59:055:0005 (contiguous with Parcel No. 59:055:0004). Property to be surveyed and full legal description to be added via amendment.

1. Term. Buyer shall have the right to exercise the Option at any time for a period of **sixty (60) months** after the Effective Date (the "**Option Expiration Date**"); the period from the Effective Date to the Option Expiration Date is hereinafter sometimes referred to as the "**Term**").

2. Exercise of Option. Buyer shall exercise the Option by delivering written notice of thereof (the "**Exercise Notice**") to Seller. The Exercise Notice shall specify the date, location and time that the closing of the purchase and sale of the Property (the "**Closing**") will take place, which shall be no later than thirty (30)

days after exercise of the Option. The Closing shall take place at the offices of a title company selected by Buyer and located in Utah County, Utah, or such other place as the parties may mutually agree in writing. If Buyer does not exercise the Option prior to the Option Expiration Date, the Option shall expire.

3. Purchase Price. The purchase price for the Property shall be _____ _____per acre (the "**Purchase Price**"), with the acreage to be determined by the Survey (as hereinafter defined).

4. Warranty of Title. Seller represents and warrants to Buyer that Seller has good and marketable and indefeasible fee simple title to the Property. Seller further represents and warrants that (a) Seller has full right, power and authority to execute and deliver this Agreement and to consummate the transaction provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties; (b) if Buyer is in full compliance with the terms of this Agreement, at the Closing, Seller will convey to the Buyer good and marketable fee simple title to the Property free and clear of all liens and encumbrances, subject only to taxes for the current year not yet due and payable (which taxes shall be prorated at Closing) and the Permitted Encumbrances (as hereinafter defined), and (c) no other options to purchase, purchase agreements, purchase and sale agreements, rights of refusal or other rights or options to acquire or lease all or any portion of the Property, or any surface rights, water, gas, oil, coal, mineral or mining rights, any support rights or other rights with respect to the Property, exist as of the Effective Date.

5. Title Examination. Buyer shall have the right to examine the title to the Property and obtain a title commitment for the Property from a national title insurance company selected by Buyer, (the "**Title Company**"). Buyer shall have the right to deliver to Seller written notice of any title objections, and shall include in such notice a copy of said title commitments and all matters referenced therein to which Buyer objects. Any items to which Buyer does not object within thirty (30) days after Buyer's receipt of the above-described title commitment shall be deemed to be approved by Buyer and shall be "**Permitted Encumbrances**" for purposes of this Agreement. Buyer shall have the continuing right to have such title examination and title commitments updated from time to time, and to obtain a Survey, and to give Seller written notice of any title objections appearing of record or otherwise created after the effective date of the initial title commitment and being revealed by any title examination, survey or investigation of the Property, and Buyer shall be entitled to object (in the same manner as set forth hereinabove) to matters shown by the updated title commitments, updated survey or further investigation. Seller shall use

reasonable efforts to remedy those title objections identified by Buyer to the satisfaction of Buyer within thirty (30) days after Buyer's notice. If the objections are not so cured or remedied to the satisfaction of Buyer prior to Closing, then Buyer, at its election, shall have the right and option to either: (a) accept title to the Property subject to said uncured title objections, all of which shall become part of the Permitted Encumbrances; or (b) terminate this Agreement by written notice to Seller, in which event, immediately upon receipt of said notice, whereupon this Agreement shall terminate, be null and void and of no further force or effect and Buyer shall disclaim any further interest in the Property. Notwithstanding the foregoing, Seller, at Seller's sole cost and expense, shall be obligated to cure or remove at or before Closing all mortgages, deeds of trust, deeds to secure debt, security deeds, judgments liens, mechanics and materialman's liens, and other liens against the Property (unless caused by the actions or inspections of Buyer), whether or not Buyer objects thereto. In addition, after the Effective Date, Seller shall not allow any new easements, liens, leases or other encumbrances to be placed on or granted with respect to the Property, nor shall Seller convey any water, oil, gas, coal, mineral, mining, timber or other rights in the Property, without the prior written consent of Buyer.

6. Risk of Loss, Eminent Domain. Risk of damage or destruction to the Property by fire, casualty or otherwise shall remain with Seller until title and possession of the Property have been conveyed and transferred to Buyer at Closing. If, prior to the Closing, all or any part of the Property is damaged or destroyed, taken by eminent domain or if condemnation proceedings are commenced, Buyer may terminate this Agreement by delivery of written notice to Seller, and thereafter neither party shall have any further liability to the other except as otherwise expressly set forth in this Agreement. If Buyer does not elect to terminate this Agreement, and Buyer exercises the Option, then at Closing all insurance and condemnation proceeds received by Seller prior to Closing shall be credited to the Purchase Price.

7. Inspections and Survey. From and after the Effective Date until the Closing, Buyer and its agents shall, following advance written notice to Seller, have the right to conduct inspections, studies, evaluations, explorations and surveys of the Property including, without limitation, Phase I, Phase II and other environmental inspections, soils tests, samplings, drilling and maintenance of test wells, percolation tests and studies, cultural studies, endangered species studies, and other engineering tests. In particular, Buyer may cause a surveyor or engineer, licensed in the State where the Property is located, to prepare a boundary line survey of the Property signed and sealed by a Utah registered land surveyor (the "**Survey**"), establishing

the boundaries of the Property and acreage of the Property to the nearest one hundredth (100th) of an acre. Seller grants Buyer the right of ingress and egress on, over, through, across, to and from the Property as reasonably designated by Seller, and Seller's other adjoining property, if any, for the purpose of making the foregoing inspections. Seller shall execute and deliver at closing a Warranty Deed to Buyer conveying the Property based on the legal description taken from the Survey.

By entering the Property for this or any other purpose, Buyer accepts the risk of any physical damage it may cause to the Property or Seller's personal property on the Property, and agrees, in the event Buyer does not purchase the Property, to repair any damage caused by Buyer to the Property, including closing, in accordance with applicable law, any test wells. Buyer shall pay all of the costs of all investigations, surveys, and studies of the Property requested by the Buyer, and for any actual damage to Seller's and any tenant's crops and equipment, if any, caused by Buyer's activities on the Property, with such payment to be made within thirty (30) days after the date Buyer is notified by Seller of such damage. Additionally, Buyer agrees to indemnify Seller against and hold Seller harmless from all liability caused by Buyer's negligence or willful misconduct in connection with Buyer's activities on the Property during the Term of this Agreement, except to the extent caused by the negligence or willful misconduct of Seller, its agents, employees, managers, tenants, subtenants, invitees, contractors or subcontractors. Notwithstanding the foregoing indemnity, the parties agree that in no event shall Buyer be liable for the discovery of any preexisting condition of, on, or related to the Property. The provisions of this paragraph shall survive the expiration or any earlier termination of this Agreement.

8. Closing Documents. At Closing, Seller, at its expense, shall deliver or cause to be delivered to Buyer the following, as applicable:

(a) Release(s) of liens, from all lienholders holding liens affecting the Property, except for such liens caused by the activities of the Buyer.

(b) A Warranty Deed in recordable form conveying good and marketable Indefeasible Fee Simple Title (as hereinafter defined) to the Property free and clear of all liens and encumbrances, other than Permitted Encumbrances.

(c) Loan payoff letters, Certificates of Satisfaction, releases and reconveyance documents satisfactory to the Title Company, and such other affidavits, agreements or certifications required by the Title Company to issue the Title Policy (as hereinafter defined).

(d) Seller shall cause to be issued to Buyer, and Buyer shall have received at Closing, an ALTA Form extended coverage Owner Policy of Title Insurance issued by the Title Company or an irrevocable title commitment by the Title Company to issue such policy, in a form acceptable to Buyer, in the amount of the Purchase Price, naming Buyer as the insured, deleting all of the requirements, conditions and standard title exceptions, with insurance as to matter of survey, insuring that Buyer, or its assigns hold indefeasible fee simple marketable record title to the Property without the necessity of obtaining any indemnifications or other security or inducements for issuance of said title policy (herein referred to as "**Indefeasible Fee Simple Title**"), subject only to the Permitted Encumbrances (the "**Title Policy**").

(e) Should any, oil, gas, coal or mineral leases or contracts exist with respect to the Property, Seller and Buyer shall execute and deliver an assignment and assumption agreement whereby Seller shall assign and transfer to Buyer all rights, title and interest of Seller in and to any, oil, gas, coal or mineral leases or contracts with respect to the Property, whether or not the wells associated therewith producing income are located on the Property, and Seller shall indemnify Buyer for any defaults by Seller under any such leases or contracts so assigned that accrued or arose on or before the date of the Closing.

(f) Seller and Buyer shall each execute such other instruments as are customarily executed in the State where the Property is located to effectuate the conveyance and acceptance of property similar to the Property.

(g) Buyer shall at the conclusion of the Closing pay the Seller the Purchase Price, subject to any credits, prorations and adjustments to the Purchase Price set forth in this Agreement.

9. Possession. Seller shall deliver exclusive possession of the Property to Buyer at the Closing, in the same condition as on the Effective Date, ordinary wear and tear excepted, free and clear of all tenants, occupants, parties in possession, leases, licenses and permits.

10. Proration of Taxes, Income and Rents. All real estate taxes, assessments and other charges of any nature against the Property, due for the year in which the Closing occurs shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the prorations shall be made on the basis of

the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. Notwithstanding the foregoing, at Closing, Seller shall be responsible for and shall pay any greenbelt or rollback taxes. Seller agrees that the amount of any such taxes shall be calculated at closing and paid by the Seller to the Title Company out of the sale proceeds, and such amount shall be held in escrow by the Title Company and paid to the appropriate taxing authorities by the Title Company on or before the date such taxes are due. Any special tax assessments against the Property that are outstanding shall be fully paid by Seller on or prior to the Closing, including, without limitation Seller paying any installments that could have been paid after the Closing. The provisions of this paragraph shall survive the Closing.

11. Brokers. Each of Seller and Buyer represents and warrants to the other that it has not hired, engaged, consulted or dealt with any broker or agent in connection with this Agreement, the sale of the Property, or any other agreement to which the other party has or will have any obligation. Seller and Buyer each agree to indemnify and hold the other harmless from and against any claims, demands, liabilities, losses, liens, costs and expenses (including reasonable attorneys' fees and expenses) and damages, of any kind or natures (collectively "**claims**"), arising from or in connection with their breach of the representations or warranties contained in this paragraph. The provisions of this paragraph shall survive the Closing, and any earlier termination or expiration of this Agreement.

12. Closing Expenses. Seller shall pay any costs incurred to clear title to the Property, any State and/or County Recording Taxes, any State and/or County Transfer Taxes, grantor taxes, deed stamps or other similar taxes and fees paid in connection with the recording of the Warranty Deed, the cost to record the Warranty Deed, any fees, costs, and one-half of any fees charged by the Title Company to conduct the Closing. Buyer shall pay the cost of preparing the Warranty Deed and the cost for obtaining the title commitment for the Property, the title insurance premium and title endorsement fees for the Title Policy issued to Buyer at the Closing, and one-half of any fees charged by the Title Company to conduct the Closing. Each party shall be responsible for its own attorneys' fees.

13. Representations and Warranties. Seller represents and warrants that, as of the Effective Date (a) there are no pending, and, to Seller's best knowledge and belief, no threatened, claims, lawsuits, arbitrations, mediations, administrative proceedings, enforcement actions or investigations concerning the Property by any private party or governmental entity, nor has Seller received notice of any such activities, and Seller agrees to give Buyer prompt written notice of any such actions

or investigations instituted between the date hereof and the date of Closing, (b) Seller has not received any notice of any judicial or administrative consent orders or other provisions calling for compliance with any legal requirement or for correction of any violation with respect to the Property, (c) to Seller's best knowledge and belief, the Property has not been the site of any activity that would violate any past or present environmental law or regulation of any governmental body or agency having jurisdiction over the Property, (d) to Seller's best knowledge and belief, there are not now and have never been any solid or hazardous wastes, substances, chemicals, or constituents, petroleum, or other dangerous or toxic substances, all as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("**CERCLA**"), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("**RCRA**"), the Hazardous Material Transportation Act, 49 U.S.C. §§1801 et seq., the Clean Water Act, 33 U.S.C. §§1251 et seq., the Toxic Substance Control Act, 15 U.S.C. §§2600 et seq., or any other applicable federal, state or local law, rule or regulation, stored, placed, treated, released or disposed of anywhere on the Property in a manner or at a location that has given or would give rise to liability, including any liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, pursuant to **CERCLA**, or any other of the above referenced environmental laws or regulations, including, without limitation, any applicable federal, state, or local law, rule, regulation, ordinance or code; (e) to Seller's best knowledge and belief, the Property is not identified on any current or proposed (i) National Priorities List under 40 CFR Part 300, (ii) CERCLA Information Systems List, or (iii) other state environmental or other regulatory agency list based on a statute similar to CERCLA or RCRA; (f) that to the best knowledge and belief of Seller, the Property is in compliance with all federal, state and local, statutes, rules, regulations, codes, ordinances, orders, directives and other applicable laws, including, without limitation environmental laws, declarations, other restrictive covenants or other matters that encumber the Property, (g) to the best knowledge and belief of Seller, the Property has not been used for any purpose other than being held by Seller as agricultural land, (h) Seller is not a party to any pending litigation, arbitration, mediation or other proceeding with respect to the Property, nor does Seller have any knowledge of, any threatened litigation with respect to the Property or any portion thereof, (i) Seller has received no written notice of, nor does Seller have any knowledge of, any pending or threatened special assessment, taking or condemnation with respect to the Property or any portion thereof, (j) Seller is not a party to any agreements with any governmental or quasi-governmental entity, agency or department regarding the Property or any part thereof, nor does Seller have any knowledge of any such agreements entered into by any predecessor in title

to the Property, (k) No agreements exist with any governmental or quasi-governmental entity, agency or department that would restrict the use or development of the Property or any part thereof or access thereto, (l) Seller has no knowledge of any regulatory, governmental or other changes that would adversely affect the use or development of the Property, (m) no flooding on the Property has occurred which has had a material adverse effect on the use of the Property, (n) to Seller's best knowledge and belief no dumpsite, landfill, graves, cemeteries, or underground tanks or containers now exist or were previously located on the Property, (o) to Seller's best knowledge and belief no threatened or endangered species or their habitat affect the Property, (p) the current zoning classification of the Property is Agricultural, and the current use of the Property is legal, and (q) no notice of uncorrected violation of the housing, building, safety or fire ordinances exists with respect to the Property. Seller agrees to give prompt oral and written notice to Buyer of its receipt of any notice of a violation of any law, rule, regulation, ordinance or code covered herein, or of any notice of any other claim relating to the environmental condition of the Property, or the occurrence, or failure to occur, of any matter that would render untrue any of the representations or warranties set forth in this Agreement.

14. Default.

(a) If Buyer defaults under this Agreement and such default continues for five (5) days after receipt of written notice of default from Seller to Buyer, the sole and exclusive remedy of Seller shall be to terminate this Agreement by giving Buyer a further written notice of termination while such default is outstanding and uncured and keep the Option Fees paid to Seller prior to the date of said default as full liquidated damages for Buyer's default, it being agreed that Seller's damages as a result of any default by Buyer might be impossible to ascertain and that the Option Fees are not and shall not be deemed to be a penalty, but are a reasonable estimate of such damages; provided, however, that the foregoing shall not be construed to limit any right Seller shall have to indemnification from Buyer as provided under the terms of Sections 6 and 11 hereof.

(b) If Seller defaults under this Agreement or breaches any representation or warranty and such default or breach continues for five (5) days after receipt of written notice of default or breach from Buyer to Seller, Buyer may, at its election: (a) prosecute an action for specific performance of this Agreement, or (b) terminate this Agreement and Seller shall immediately pay to Buyer the amount of the Option Fees previously paid to Seller, and Buyer shall be reimbursed by Seller for its expenses incurred in investigating the Property..

15. Recording. Buyer may record this Agreement at Buyer's expense at the applicable Recorder of Deeds or similar office in the County wherein the Property is located. In the event the Term of the Option expires or is terminated by Seller or Buyer in accordance with the terms hereof, the Buyer shall, within fifteen (15) days after written notice and request from Seller, execute and deliver to Seller a release in recordable form.

16. Seller's Covenants.

(a) Except as provided in this Agreement, Seller shall not: (i) enter into any other agreement, or amend or modify any existing agreement, for the use or lease of the Property, and Seller shall not enter into any agreement with respect to the Property which would survive the Closing or otherwise affect the use, operation or enjoyment of the Property after the Closing; (ii) commit or permit to be committed any waste or change in the condition or appearance of the Property; (iii) commit or permit the cutting or severing of any timber or trees on the Property; or (iv) perform or consent to any zoning, re-zoning or land use change affecting the Property except as requested by Buyer.

(b) Seller, at its expense, shall deliver to Buyer the following documents and information within ***five (5) business days*** after the Effective Date (to the extent it is in Seller's or its agent's possession or control as of the date of this Agreement): (i) any title policies, abstracts of title and boundary line and topographical surveys relating to the Property, and (ii) any engineering and technical reports that concern the Property, including any soils testing reports, environmental audits, reports of environmental or hazardous waste inspections or studies

17. Conversion to Right of First Refusal. Notwithstanding anything herein to the contrary, Seller has the right during the term of this Agreement to actively seek a buyer for the Property and otherwise market the Property for sale. If, prior to Buyer providing the Exercise Notice, Seller receives a bona fide offer to purchase some or all of the Property during the Term of this Agreement (the "**Purchase Offer**"), Seller may notify Buyer of the Purchase Offer (the "**Offer Notice**"). The Offer Notice shall include the full and complete copy of the written Purchase Offer. Upon receiving the Offer Notice, Buyer shall have sixty (60) days to notify Seller of Buyer's intent to purchase the Property (or the portion thereof included in the Purchase Offer) for the price per acre set forth in the Purchase Offer ("**Refusal Acceptance Notice**"). If Buyer provides the Refusal Acceptance Notice to Seller, other than the purchase price per acre, Buyer's purchase of the Property shall be in accordance with the conditions of this Option (except the price per acre). If Buyer

fails to timely provide the Refusal Acceptance Notice, the Option shall be subordinate to the offer in the Offer Notice, and notwithstanding the Option, Seller shall have the right to sell the Property (or portion of the Property included in the Offer Notice) to the third-party purchaser and on the terms set forth in the Offer Notice. In that event, the Option shall expire with respect to the Property or portion of the Property sold to the third-party purchaser. The Option shall not terminate with respect to any portion of the Property not contained in the Offer Notice, and the Option shall not terminate if the Seller does not sell the Property to the third-party purchaser set forth in the Offer Notice.

18. Time of the Essence. Time shall be of the essence in the performance of all obligations under this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required under this Agreement must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to the next business day.

19. Controlling Law; Jurisdiction; Venue. This Agreement has been entered into under, and shall be interpreted and construed according to, the laws of the State of Utah. The parties agree that jurisdiction and venue for any dispute arising out of or relating to this Agreement are proper in the state courts sitting in Utah County, and said courts shall be the exclusive forum and venue for resolution of any such dispute.

20. Entire Agreement, Modification. This Agreement, all exhibits attached hereto, and the confidentiality agreement previously executed by Seller and Buyer constitute, collectively, the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. Seller and Buyer expressly agree that there are no oral or written understandings or agreements between them that in any way change the terms, covenants and conditions set forth in this Agreement or said confidentiality agreement, and that no modification of this Agreement or said confidentiality agreement, and no waiver of any of their terms or conditions, shall be effective unless made in writing and duly executed by Buyer and Seller.

21. Notices. All notices provided or permitted to be given under this agreement must be in writing and shall be served by depositing same in the United States mail or guaranteed overnight delivery service, or by hand delivering the same to such person. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller: Farm Land Holding LLC
9740 N Heiselts Hollow Drive
Cedar Hills, Utah 84062

If to Buyer: Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, Utah 84005
Attn: Fionnuala B. Kofoed, CMC
City Recorder

Except as set forth in Section 7 above, any notice shall be considered given on the date of hand delivery to all parties to be served, one (1) business day after consignment to a guaranteed overnight delivery courier to all parties to be served, or the date three (3) business days after deposit in the United States mail to all parties to be served as provided above. By giving at least ten (10) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder.

22. Effective Date. The "**Effective Date**" of the Agreement shall be the date of execution and delivery of this Agreement by the last to sign of Buyer and Seller.

23. Survival. All covenants, agreements, representations and warranties contained in this Agreement shall survive the Closing, transfer of the Property to Buyer and the payment of the Purchase Price, and shall not merge into any deed delivered at Closing. Additionally, all indemnification obligations of Seller shall survive the Closing.

24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, successors-in-title, and assigns.

25. Exchange. Each party agrees to cooperate with the other party to allow that party to participate in a like-kind exchange of other property under Section 1033 of the Internal Revenue Code, and to execute any additional documents necessary to effect the exchange, including, without limitation, an exchange agreement, provided that the cooperating party bears no additional expenses, liabilities, warranties or delays, nor shall it be required to accept a deed to any exchange property and its name shall not appear in the chain of title with respect to such exchange property.

26. Severability**.** In the event that any term of provision of this Option is found by a court of competent jurisdiction to be invalid and unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect.

27. Covenants Running With The Land; Specific Performance**.** The covenants and agreements of Seller under this Agreement shall be covenants running with the land with respect to the Property and shall be binding upon Seller and Seller's successors, successors-in-title and assigns. This Agreement and the Option, shall be specifically enforceable by Buyer and Buyer's heirs, executors, administrators, personal representatives, successors, successors-in-title and assigns.

28. Counterparts and Execution and Delivery by Facsimile or Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered by facsimile or electronic transmission. The parties intend that faxed or electronic (e.g. pdf. format) signatures constitute originals signatures and that a faxed or electronic copy or counterparts of this Agreement containing signatures (original, faxed or electronic) of a party is binding upon that party. Each signature page to any counterpart of this Agreement may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart of this Agreement identical thereto except having attached to it additional signature pages.

[SIGNATURES BEGIN ON NEXT PAGE]

FARM LAND HOLDING LLC

_____
Signature

Print Name: _____

Title: _____

Date: _____

EAGLE MOUNTAIN CITY

_____
Paul Jerome, City Administrator

Date: _____

ATTEST:

_____
Fionnuala Kofoed, City Recorder

Exhibit B

Promissory Note

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, **Eagle Mountain City**, a Utah municipal corporation, whose address is 1650 E. Stagecoach Run, Eagle Mountain, Utah ("Borrower"), promises to pay to the order of **Farm Land Holding LLC,** a Utah limited liability company, whose address is 9740 N Heiselts Hollow Drive, Cedar Hills, Utah 84062 ("Lender"), or Lender's assignee, as follows:

1. Principal Amount. The principal amount of this Note is _____ (the "Principal Amount").

2. Interest. No interest shall accrue on the Note if paid by the Maturity Date. Interest after the Maturity Date shall accrue at a rate of 7% per annum.

3. Maturity. This Note matures on December 30, 2021 (the "Maturity Date"), on which day full payment of the Principal Amount shall be due to Lender.

4. Late Payments. If Borrower fails to pay the entire Principal Amount by the Maturity Date, Borrower shall pay a one-time late fee equal to three percent (3%) of the unpaid Principal Amount, together with interest at the rate set forth in paragraph 2 until paid in full.

5. Prepayment. This Note may be prepaid in part or in full at any time without penalty.

6. Default. If default occurs in the payment of any sums due under or in any other term or condition of this Note, Lender, at its option and without notice, may declare the entire principal balance and accrued interest due and payable. The acceptance of any payment after default shall not constitute a waiver of Lender's right of acceleration with respect to such default or any subsequent default. Following default, Borrower agrees to pay all of Lender's costs and expenses of collection either with or without suit, including attorney's fees, related to the enforcement of the Note.

7. Place of Payment. All payments required under this Note shall be made to the address of Lender set forth above unless Lender gives written instructions to Borrower to change the place of payment.

8. Waiver. Borrower waives presentment for payment, demand and notice of dishonor and nonpayment of this Note, and consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the release of any security, or any part thereof, with or without substitution.

9. Governing Law. The substantive laws of Utah shall govern the validity, construction, enforcement, and interpretation of this Note.

Dated this ___ day of _____, 2021.

EAGLE MOUNTAIN CITY

_____
Paul Jerome, City Administrator

ATTEST:

_____
Fionnuala Kofoed, City Recorder

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

Tuesday, July 27, 2021

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

SUBJECT: **Brandon Park phase "A" plat 13 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

Chris Trusty (Jul 27, 2021 12:07 MDT)

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Brandon Park ph "A" plat 13 Bond

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

4th Bond Release		
Original Bond Amount:	$	746,972.71
Previous Release Amount:	$	642,862.80
Amount to Release this Period:	$	36,203.31
Amount Remaining in Bond :	$	67,906.61

Bond Releases Summary		
#1	$	113,843.65
#2	$	203,792.61
#3	$	325,226.54
#4	$	36,203.31
TOTAL	$	679,066.10

7/27/2021

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	**SITE PREP.**									
a	SWPPP	1	LS	$5,000.00	$5,000.00	1	0.5	100%	$2,500.00	$5,000.00
2	**ROADWAY IMPROVEMENTS**									
a	3 inch Surface Course	60310	SF	$1.86	$112,176.60	57,295	3015.5	100%	$5,608.83	$112,176.60
b	6 inch Road base(also behind curb)	70504	SF	$0.80	$56,403.20	66,979	3525.2	100%	$2,820.16	$56,403.20
c	9 inch sub-base(e-fill)9behind curb)	110887	SF	$0.70	$77,620.90	105,343	5544.35	100%	$3,881.05	$77,620.90
d	30" curb & gutter	4072	LF	$7.00	$28,504.00	3,868	203.6	100%	$1,425.20	$28,504.00
e	Sidewalk	20360	SF	$2.00	$40,720.00	19,342	1018	100%	$2,036.00	$40,720.00
f	Street/stop signs	3	EA	$350.00	$1,050.00	3	0.15	100%	$52.50	$1,050.00
g	ADA access ramps for trail	6	EA	$1,240.00	$7,440.00	6	0.3	100%	$372.00	$7,440.00
3	**CULINARY WATER**									
a	8" culinary water c-900	2109	LF	$20.00	$42,180.00	2,004	105.45	100%	$2,109.00	$42,180.00
b	8" gate valve	13	EA	$1,750.00	$22,750.00	12	0.65	100%	$1,137.50	$22,750.00
c	8" Tee	7	EA	$900.00	$6,300.00	7	0.35	100%	$315.00	$6,300.00
d	8" bend	2	EA	$600.00	$1,200.00	2	0.1	100%	$60.00	$1,200.00
e	Fire Hydrant	5	EA	$5,500.00	$27,500.00	5	0.25	100%	$1,375.00	$27,500.00
f	3/4" water service	34	EA	$1,100.00	$37,400.00	32	1.7	100%	$1,870.00	$37,400.00
4	**STORM DRAIN**									
a	15" RCP	1156	LF	$33.80	$39,072.80	1,098	57.8	100%	$1,953.64	$39,072.80
b	Duracrete #30 box	3	EA	$102.00	$306.00	3	0.15	100%	$15.30	$306.00
c	8" PVC pipe	366	LF	$26.00	$9,516.00	348	18.3	100%	$475.80	$9,516.00
d	Combo box	3	EA	$5,600.00	$16,800.00	3	0.15	100%	$840.00	$16,800.00
e	Curb inlet 2x3	4	EA	$2,100.00	$8,400.00	4	0.2	100%	$420.00	$8,400.00
f	60" manhole	5	EA	$3,490.00	$17,450.00	5	0.25	100%	$872.50	$17,450.00
5	**SEWER**									
a	10" Sewer pipe	1966	LF	$30.10	$59,176.60	1,868	98.3	100%	$2,958.83	$59,176.60
b	4" sewer laterals	34	EA	$950.00	$32,300.00	32	1.7	100%	$1,615.00	$32,300.00
c	48" sewer manholes	6	EA	$3,500.00	$21,000.00	6	0.3	100%	$1,050.00	$21,000.00
d	60" sewer manholes	2	EA	$4,400.00	$8,800.00	2	0.1	100%	$440.00	$8,800.00
	TOTAL CONSTRUCTION COST				**$679,066.10**					
	10% Bond Coverage				$67,906.61	Released this Period			$36,203.31	
	TOTAL BOND AMOUNT:				**$746,972.71**					

Chris Trusty (Jul 27, 2021 12:06 MDT)

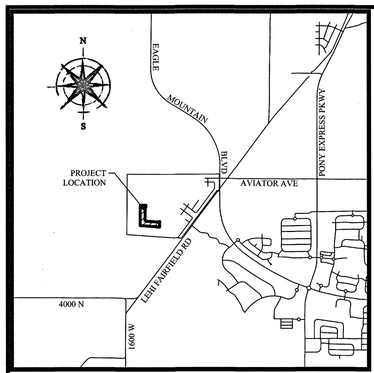
Christopher T. Trusty P.E.
Engineering Director

Jul 27, 2021
Date

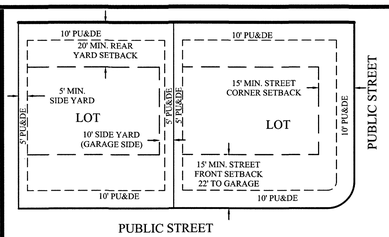
Robert Ballif (Jul 27, 2021 12:07 MDT)

Robert Ballif
Engineering Tech. 1

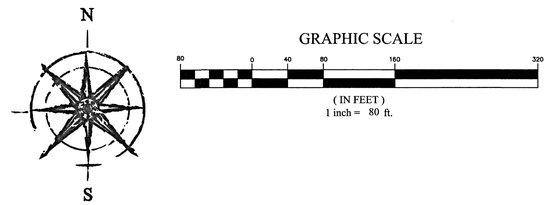
Jul 27, 2021
Date

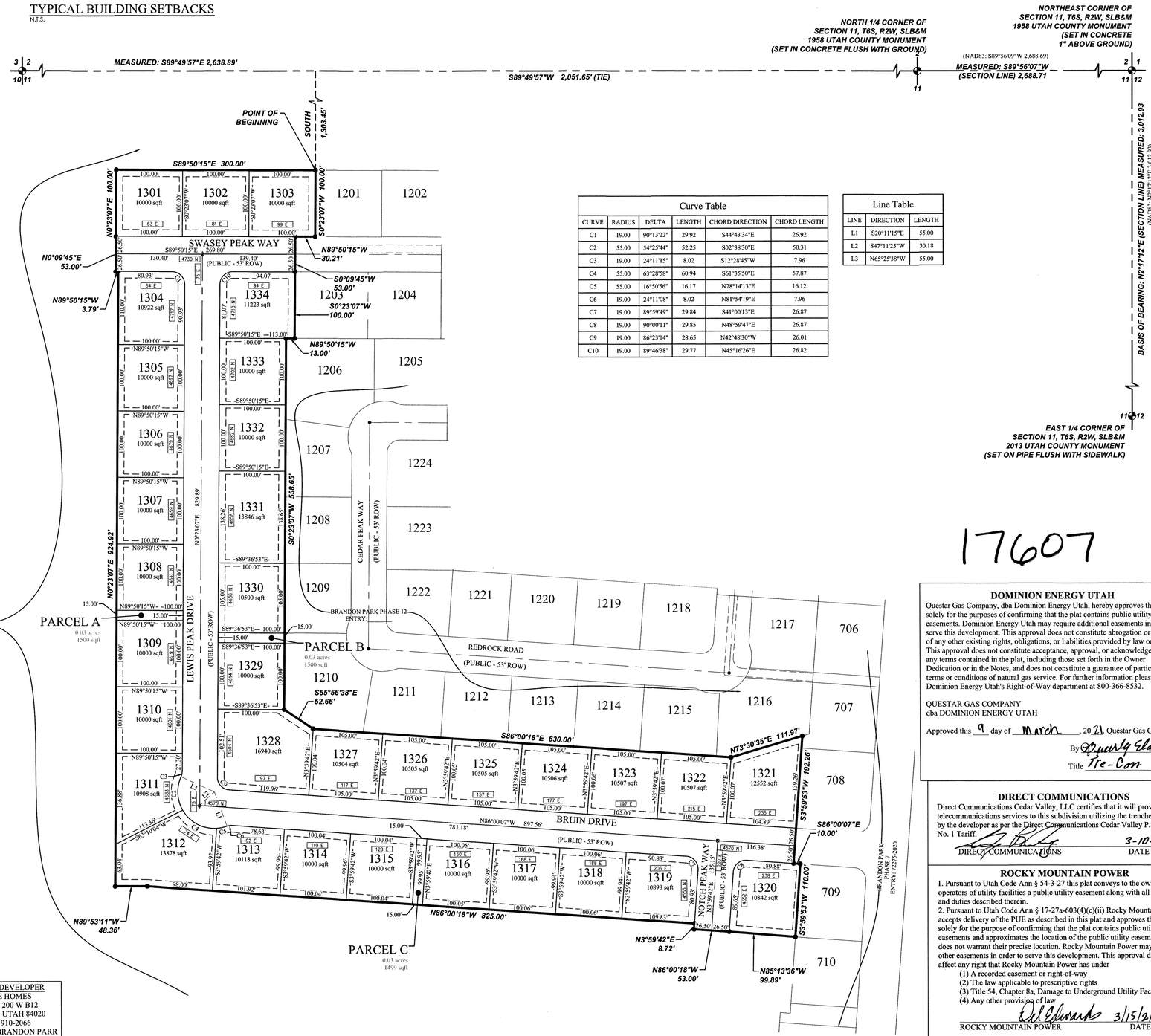


VICINITY MAP



TYPICAL BUILDING SETBACKS
N.T.S.





LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- CENTER LINE
- LOT LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- EXIST. STREET MONUMENT

NOTES

1. #5X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES.
2. PARCELS A, B, AND C ARE HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
2. PARCELS A, B, AND C ARE IN THEIR ENTIRETY PUBLIC UTILITY EASEMENTS.

SITE TABULATIONS

TOTAL # OF LOTS:	34 LOTS
TOTAL ACREAGE:	11.04 ACRES
TOTAL ACREAGE IN LOTS:	8.40 ACRES
TOTAL ROAD ACREAGE (ASPHALT)	1.38 ACRES
TOTAL OPEN SPACE:	0.10 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
TOTAL ACREAGE IN ROW:	2.54 ACRES
AVERAGE LOT SIZE:	0.25 ACRES OR 10755 SQFT.
LARGEST LOT SIZE:	0.39 ACRES OR 16940 SQFT.
SMALLEST LOT SIZE:	0.23 ACRES OR 10000 SQFT.
OVERALL DENSITY:	3.08 UNITS/ACRE

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	19.00	90°13'22"	29.92	S44°43'34"E	26.92
C2	55.00	54°25'44"	52.25	S02°38'30"E	50.31
C3	19.00	24°11'15"	8.02	S12°28'45"W	7.96
C4	55.00	63°28'58"	60.94	S61°35'50"E	57.87
C5	55.00	16°50'56"	16.17	N78°14'13"E	16.12
C6	19.00	24°11'08"	8.02	N81°54'19"E	7.96
C7	19.00	89°59'49"	29.84	S41°00'13"E	26.87
C8	19.00	90°00'11"	29.85	N48°59'47"E	26.87
C9	19.00	86°23'14"	28.65	N42°48'30"W	26.01
C10	19.00	89°46'38"	29.77	N45°16'26"E	26.82

Line Table

LINE	DIRECTION	LENGTH
L1	S20°11'15"E	55.00
L2	S47°11'25"W	30.18
L3	N65°25'38"W	55.00

SURVEYOR'S CERTIFICATE

"I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have made a Survey of the lands shown on this Plan and that it correctly represents the existing conditions as shown. This Plan does not represent a certification to the title or ownership of the lands shown hereon."

03/02/2021
Date

Spencer W. Llewelyn
Professional Land Surveyor
Certificate No. 10516507

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at a point located N89°49'57"W along the Section line 2,051.65 feet and South 1,303.45 feet from the North 1/4 Corner of Section 11, T6S, R2W, SLB&M; thence S00°23'07"W 100.00 feet; thence N89°50'15"W 30.21 feet; thence S00°09'45"W 53.00 feet; thence S00°23'07"W 100.00 feet; thence N89°50'15"W 13.00 feet; thence S00°23'07"W 558.65 feet; thence S55°56'38"E 52.66 feet; thence S86°00'18"E 630.00 feet; thence N73°30'35"E 111.97 feet to the Westerly line of BRANDON PARK PHASE A, PLAT 7, according to the Official Plat thereof recorded May 28, 2020 as Entry No. 72275:2020 in the Office of the Utah County Recorder; thence along said plat the following three (3) courses: 1) S03°59'53"W 192.26 feet; 2) S86°00'07"E 10.00 feet; 3) S03°59'53"W 110.00 feet; thence N85°13'36"W 99.89 feet; thence N86°00'18"W 53.00 feet; thence N03°59'42"E 8.72 feet; thence N86°00'18"W 825.00 feet; thence N89°53'11"W 48.36 feet; thence N00°23'07"E 924.92 feet; thence N89°50'15"W 3.79 feet; thence N00°09'45"E 53.00 feet; thence N00°23'07"E 100.00 feet; thence S89°50'15"E 300.00 feet to the point of beginning.

Contains: 11.04 acres+/-

ENT 55981:2021 Map 6 17607
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Mar 25 4141 pm FEE 124.00 BY LT
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER — AUTHORIZED SIGNATURE(S)

Gordon Jones — 3/4/21
EDGE HOMES UTAH, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF Utah

ON THE 4 DAY OF March A.D. 2021 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Gordon Jones, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE Manager OF Edge Homes Utah L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 03/24/2023
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY
MY COMMISSION No. 705101
Karin Driggs
PRINTED FULL NAME OF NOTARY

17607

DOMINION ENERGY UTAH

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

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 9 day of March, 2021. Questar Gas Company
By Beverly Eldridge
Title Tre-Con

DIRECT COMMUNICATIONS

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

DIRECT COMMUNICATIONS — 3-10-21 DATE

ROCKY MOUNTAIN POWER

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

ROCKY MOUNTAIN POWER — 3/15/21 DATE

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 24 DAY OF March, 2021.

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY
APPROVED BY CITY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

BRANDON PARK

PHASE A, PLAT 13
SUBDIVISION
LOCATED IN THE NW1/4 OF SECTION 11, T6S, R2W, SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 03/02/21 STATE OF UTAH		PROFESSIONAL ENGINEER No. 265052 CHRISTOPHER TODD TRUSTY 3-15-21 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST 1996 STATE OF UTAH

FOCUS ©
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

OWNER/DEVELOPER
EDGE HOMES
13702 S 200 W B12
DRAPER, UTAH 84020
(801) 910-2066
CONTACT: BRANDON PARR

Z:\...\2020\20-0455 Brandon Park Phase 13\design 20-0455\dwg\sheets\C2-FINAL PLAT.dwg
11-T6S-R2W Tu 038 Ac

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

Thursday, July 15, 2021

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

SUBJECT: **Spring Run phase "C" plat 2 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

EAGLE MOUNTAIN

BOND RELEASE REQUEST LETTER
Spring Run phase C plat 2
Reduced

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

1st Bond Release		
Original Bond Amount:	$	121,717.84
Previous Release Amount:	$	-
Amount to Release this Period:	$	73,129.45
Amount Remaining in Bond :	$	48,588.39

Bond Releases Summary		
#1	$	73,129.45
#2	$	-
#3	$	-
#4	$	-
TOTAL	$	73,129.45

7/15/2021

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED Previous Period	This Period	% to date	MONIES RELEASED This Period	To Date
1	**ROADWAY IMPROVEMENTS**										
a	3 inch Surface Course	28981	0	SF	$1.22	$0.00	0	0	0%	$0.00	$0.00
b	6 inch Road base(also behind curb)	28981	0	SF	$0.84	$0.00	0	0	0%	$0.00	$0.00
c	9 inch sub-base(e-fill)9behind curb)	28981	0	SF	$0.57	$0.00	0	0	0%	$0.00	$0.00
d	30" curb & gutter	1894	0	LF	$18.80	$0.00	0	0	0%	$0.00	$0.00
e	Sidewalk	12267	12267	SF	$4.00	$49,068.00	0	12267	100%	$49,068.00	$49,068.00
f	Street sign	2	2	EA	$500.00	$1,000.00	0	2	100%	$1,000.00	$1,000.00
g	Stop sign	1	1	EA	$500.00	$500.00	0	1	100%	$500.00	$500.00
h	ADA ramp	2	2	EA	$443.00	$886.00	0	2	100%	$886.00	$886.00
i	Asphalt trail w/prep.	5223	5223	SF	$4.15	$21,675.45	0	5223	100%	$21,675.45	$21,675.45
2	**CULINARY WATER**										
a	8" culinary water c-900	175	0	LF	$35.30	$0.00	0	0	0%	$0.00	$0.00
b	12" culinary water c-900	1016	0	LF	$43.70	$0.00	0	0	0%	$0.00	$0.00
c	8" gate valve	9	0	EA	$2,011.00	$0.00	0	0	0%	$0.00	$0.00
d	2" blow off	3	0	EA	$1,483.00	$0.00	0	0	0%	$0.00	$0.00
e	Fire Hydrant	2	0	EA	$5,847.00	$0.00	0	0	0%	$0.00	$0.00
f	3/4 inch water service	29	0	EA	$1,192.00	$0.00	0	0	0%	$0.00	$0.00
g	Connect to existing	2	0	EA	$5,518.00	$0.00	0	0	0%	$0.00	$0.00
3	**STORM DRAIN**										
a	15" RCP	876	0	LF	$37.60	$0.00	0	0	0%	$0.00	$0.00
b	Curb Inlet	14	0	EA	$2,645.00	$0.00	0	0	0%	$0.00	$0.00
c	Combo box	2	0	EA	$5,085.00	$0.00	0	0	0%	$0.00	$0.00
d	18" RCP	236	0	LF	$44.90	$0.00	0	0	0%	$0.00	$0.00
e	6" ADS	271	0	LF	$30.00	$0.00	0	0	0%	$0.00	$0.00
f	2x2 yard drain	5	0	EA	$1,362.00	$0.00	0	0	0%	$0.00	$0.00
g	5' manhole	2	0	EA	$3,340.00	$0.00	0	0	0%	$0.00	$0.00
4	**SEWER**										
a	8" Sewer pipe	787	0	LF	$20.50	$0.00	0	0	0%	$0.00	$0.00
b	4' Sewer manhole	3	0	EA	$825.00	$0.00	0	0	0%	$0.00	$0.00
c	5' sewer manhole	2	0	EA	$2,560.00	$0.00	0	0	0%	$0.00	$0.00
d	Core existing manhole	2	0	EA	$887.00	$0.00	0	0	0%	$0.00	$0.00
e	4" service	28	0	EA	$1,166.00	$0.00	0	0	0%	$0.00	$0.00
	TOTAL CONSTRUCTION COST					**$73,129.45**					
	Original 10% Bond Coverage					$48,588.39					
	TOTAL BOND AMOUNT:					**$121,717.84**					

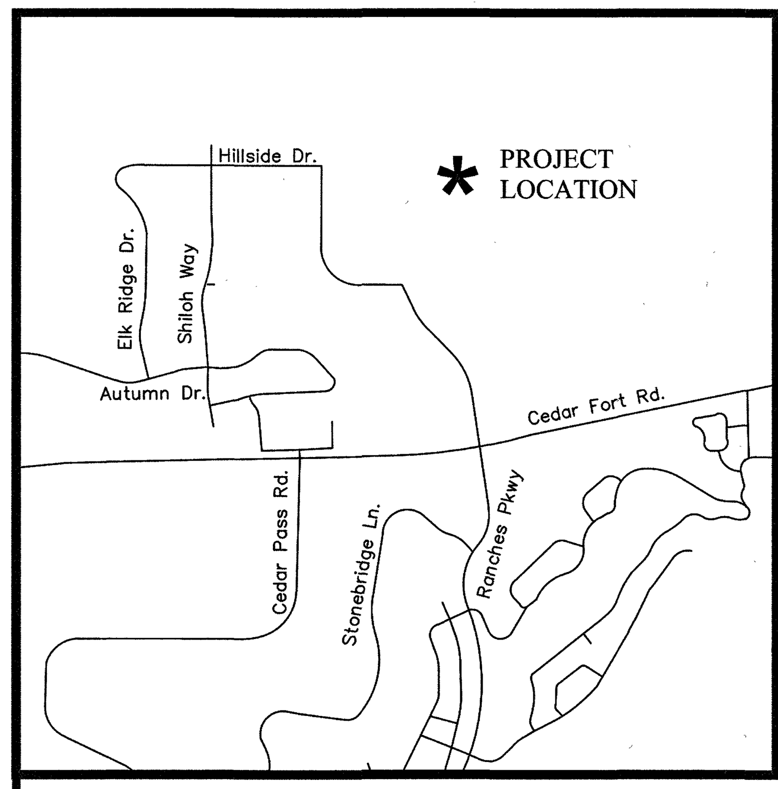
Released this Period $73,129.45

Christopher T. Trusty P.E.
Engineering Director

Date

Robert Ballif
Engineering Tech. 1

7/15/21
Date



VICINITY MAP
N.T.S

NOTES:

.....STREET MONUMENT TO BE SET

#5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES.

P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT

SPRING RUN TOWNHOMES HOA, INC.
6770 S. 900 E, #302
MIDVALE, UT. 84047

LIMITED COMMON AREA, AND PUBLIC UTILITY EASEMENT

PRIVATE OWNERSHIP

COMMON AREA, PRIVATE ROAD AND PUBLIC UTILITY EASEMENT

AREA DEDICATED TO EAGLE MOUNTAIN CITY AS PUBLIC R.O.W.

LEGEND

BOUNDARY
SECTION LINE
EASEMENT
RIGHT-OF-WAY LINE
BUILDING SETBACK
EXISTING PROPERTY LINE

SECTION MONUMENT (FOUND)
STREET MONUMENT (TO BE SET)
BOUNDARY MARKERS

SITE TABULATIONS

- TOTAL # OF LOTS: 28 LOTS
- TOTAL ACREAGE: 3.68 ACRES
- TOTAL ACREAGE IN LOTS: 1.00 ACRES
- TOTAL LIMITED COMMON AREA: 0.44 ACRES
- TOTAL COMMON AREA: 1.12 ACRES
- TOTAL AREA IN ROW: 1.12 ACRES
- AVERAGE LOT SIZE: 1,554 SQFT.
- LARGEST LOT SIZE: 1,776 SQFT.
- SMALLEST LOT SIZE: 1,434 SQFT.
- OVERALL DENSITY: 7.61 UNITS/ACRE

Boundary Curve Table

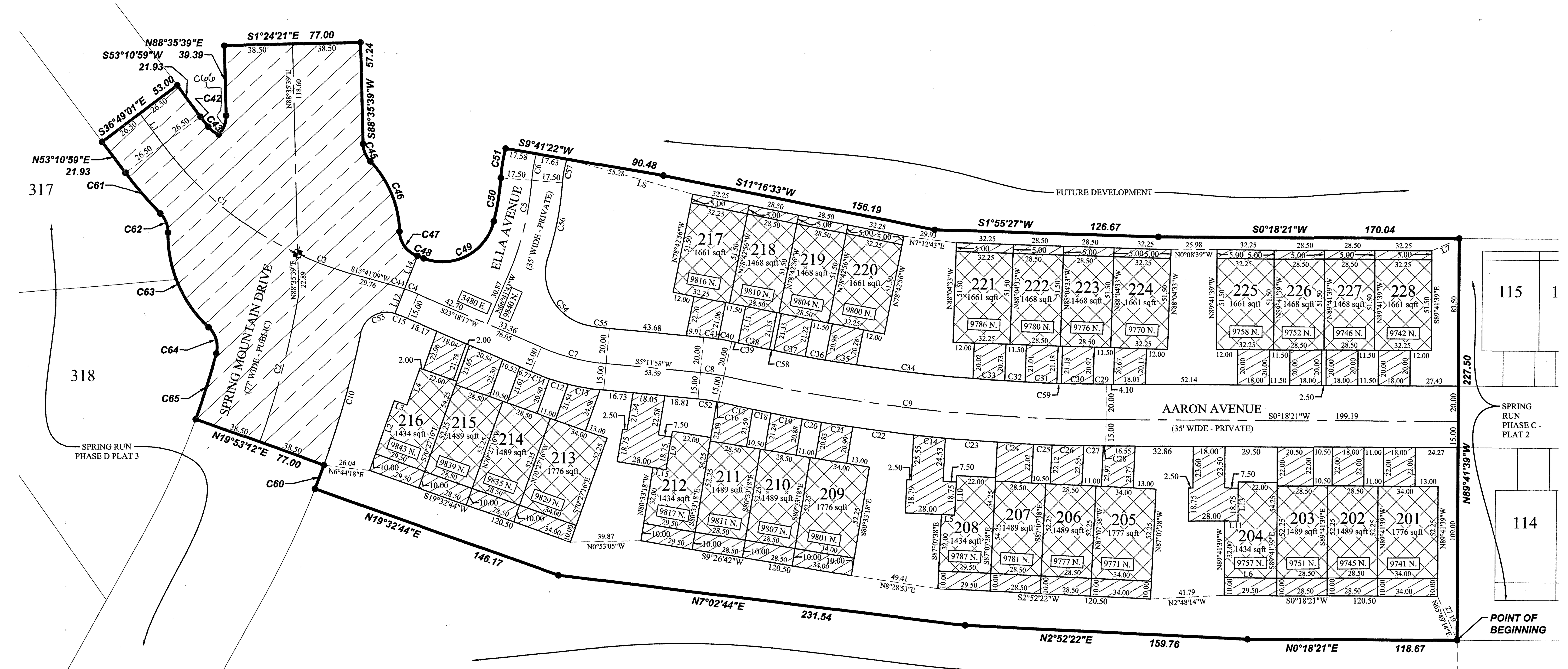
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C42	173.50	2°20'35"	7.10	S52°00'41"W	7.10
C43	15.00	28°49'38"	7.55	S36°25'35"W	7.47
C45	15.00	42°14'35"	11.06	N67°28'21"E	10.81
C46	60.00	41°58'03"	43.95	N67°20'05"E	42.97
C47	15.00	69°12'26"	18.12	N53°42'54"E	17.04
C48	120.00	1°45'54"	3.70	N19°59'38"E	3.70
C49	30.00	96°54'51"	50.74	S27°34'51"E	44.91
C50	147.00	9°41'06"	24.85	S80°52'49"E	24.82
C51	94.00	10°18'46"	16.92	N80°34'00"W	16.90
C60	518.50	1°34'22"	14.23	S69°19'37"E	14.23
C61	226.50	7°41'13"	30.39	N49°20'23"E	30.36
C62	15.00	45°24'33"	11.89	N68°12'03"E	11.58
C63	71.00	48°18'19"	59.86	N66°45'10"E	58.10
C64	15.00	62°14'26"	16.29	N73°43'13"E	15.51
C65	441.50	5°02'46"	38.88	S72°38'11"E	38.87
C66	15.00	44°59'14"	11.78	S68°54'44"E	11.48

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

Line Table

LINE	DIRECTION	LENGTH
L1	S53°10'59"W	21.93
L2	N70°27'16"W	32.00
L3	N19°14'23"E	7.50
L4	S70°27'15"E	22.21
L5	S02°34'01"W	7.50
L6	S00°18'21"W	29.50
L7	S24°05'23"E	16.95
L8	N15°30'43"E	73.76
L9	S80°33'17"E	22.21
L10	S87°07'38"E	22.21
L11	S00°00'00"E	7.50
L12	N68°39'30"W	15.02
L13	N89°41'38"W	22.21
L14	S68°39'30"E	20.02
L15	N09°08'21"E	7.50



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

BASIS OF BEARING: S0°14'22"W ALONG SECTION LINE MEASURED:2621.66

1,461.61 EAST

1,211.35 N0°14'22"E

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

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	200.00	28°21'41"	99.00	S39°00'09"W	97.99
C2	480.00	10°19'41"	86.52	S75°16'39"E	86.41
C3	200.00	8°13'58"	28.74	S20°42'19"W	28.71
C4	100.00	4°38'23"	8.10	N20°59'05"E	8.10
C5	164.50	19°01'40"	54.63	S76°12'33"E	54.38
C6	76.50	11°26'15"	15.27	N80°00'15"W	15.25
C7	120.00	18°06'19"	37.92	S14°15'08"W	37.76
C8	100.00	7°35'36"	13.25	N08°59'46"E	13.24
C9	1000.00	12°29'14"	217.94	S06°32'58"W	217.51
C10	518.50	10°07'53"	91.68	S73°36'23"E	91.56
C11	135.00	4°46'26"	11.25	S20°55'04"W	11.24
C12	135.00	4°40'40"	11.02	S16°11'31"W	11.02
C13	135.00	7°45'11"	18.27	S09°58'35"W	18.25
C14	1015.00	1°01'03"	18.03	N05°57'04"E	18.03
C15	85.00	5°06'45"	7.58	N20°44'54"E	7.58
C16	85.00	0°20'48"	0.51	N12°37'10"E	0.51
C17	1015.00	1°07'46"	20.01	N12°13'41"E	20.01
C18	1015.00	0°35'35"	10.51	S11°22'01"W	10.51
C19	1015.00	1°00'59"	18.00	N10°33'44"E	18.00
C20	1015.00	0°37'15"	11.00	S09°44'37"W	11.00

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	1015.00	1°00'58"	18.00	N08°55'30"E	18.00
C22	1015.00	1°57'25"	34.67	S07°26'18"W	34.67
C23	1015.00	1°39'58"	29.51	N04°36'33"E	29.51
C24	1015.00	1°09'26"	20.50	S03°11'51"W	20.50
C25	1015.00	0°35'34"	10.50	S02°19'21"W	10.50
C26	1015.00	1°00'59"	18.01	S01°31'05"W	18.01
C27	1015.00	0°37'17"	11.01	S00°41'57"W	11.01
C28	1015.00	0°04'58"	1.46	N00°20'50"E	1.46
C29	980.00	0°25'58"	7.40	S00°31'20"W	7.40
C30	980.00	1°03'09"	18.00	N01°15'54"E	18.00
C31	980.00	1°03'09"	18.00	N02°27'49"E	18.00
C32	980.00	0°40'21"	11.50	S03°19'34"W	11.50
C33	980.00	1°03'12"	18.01	N04°11'20"E	18.01
C34	980.00	3°52'49"	66.37	S06°39'20"W	66.36
C35	980.00	1°03'11"	18.01	N09°07'20"E	18.01
C36	980.00	0°40'21"	11.50	S09°59'07"W	11.50
C37	980.00	1°03'09"	18.00	S10°50'51"W	18.00
C38	980.00	1°03'09"	18.00	S12°02'46"W	18.00
C39	980.00	0°13'14"	3.77	S12°40'58"W	3.77
C40	120.00	3°41'31"	7.73	N10°56'49"E	7.73

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C41	120.00	3°54'05"	8.17	N07°09'01"E	8.17
C42	173.50	2°20'35"	7.10	S52°00'41"W	7.10
C43	15.00	28°49'38"	7.55	S36°25'35"W	7.47
C44	100.00	2°58'44"	5.20	S17°10'31"W	5.20
C45	15.00	42°14'35"	11.06	N67°28'21"E	10.81
C46	60.00	41°58'03"	43.95	N67°20'05"E	42.97
C47	15.00	69°12'26"	18.12	N53°42'54"E	17.04
C48	120.00	1°45'54"	3.70	N19°59'38"E	3.70
C49	30.00	96°54'51"	50.74	S27°34'51"E	44.91
C50	147.00	9°41'06"	24.85	S80°52'49"E	24.82
C51	94.00	10°18'46"	16.92	N80°34'00"W	16.90
C52	85.00	7°14'48"	10.75	N08°49'22"E	10.74
C53	15.00	96°51'50"	25.36	N30°14'24"W	22.45
C54	30.00	95°19'23"	49.91	S60°07'39"W	44.35
C55	100.00	7°15'59"	12.68	S08°49'58"W	12.67
C56	182.00	13°30'43"	42.92	S78°58'01"E	42.82
C57	59.00	13°14'04"	13.63	N79°06'21"W	13.60
C58	980.00	0°08'46"	2.50	N11°26'49"E	2.50
C59	980.00	0°08'46"	2.50	N01°51'51"E	2.50

PREPARED BY:

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

OWNER/DEVELOPER
TRIUMPH CONSTRUCTION
5151 SOUTH 900 EAST SUITE 250
SALT LAKE CITY, UTAH 84117
(801) 269-1508 EXT. 105
CONTACT: JIM ALLRED

DIRECT COMMUNICATIONS

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

Marjorie Gifford 12/8/2020
DIRECT COMMUNICATIONS DATE

ROCKY MOUNTAIN POWER

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

Del Edwards 12/8/20
ROCKY MOUNTAIN POWER DATE

17449

DOMINION ENERGY UTAH

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

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 8 day of December, 2020

By Beverly Eldridge

Title Pre-Con

SURVEYOR'S CERTIFICATE

I, SPENCER W. LLEWELYN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 10516507 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND THE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

SPENCER W. LLEWELYN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 10516507

DATE 12/08/2020

BOUNDARY DESCRIPTION

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

Beginning at a point located N0°14'22"E along the Section line 1,211.35 feet and East 1,461.61 feet from the West ¼ Corner of Section 17, T5S, R1W, S.L.B.& M.; thence N00°18'21"E 118.67 feet; thence N02°52'22"E 159.76 feet; thence N07°02'44"E 231.54 feet; thence N19°32'44"E 146.17 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 518.50 feet (radius bears: N21°27'34"E) a distance of 14.23 feet through a central angle of 01°34'22" Chord: S69°19'37"E 14.23 feet; thence N19°53'12"E 77.00 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 441.50 feet (radius bears: N19°53'12"E) a distance of 38.88 feet through a central angle of 05°02'46" Chord: S72°38'11"E 38.87 feet to a point of compound curvature; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 16.29 feet through a central angle of 62°14'26" Chord: N73°43'13"E 15.51 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 71.00 feet a distance of 59.86 feet through a central angle of 48°18'19" Chord: N66°45'10"E 58.10 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 15.00 feet a distance of 11.89 feet through a central angle of 45°24'33" Chord: N68°12'03"E 11.58 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 226.50 feet a distance of 30.39 feet through a central angle of 07°41'13" Chord: N49°20'23"E 30.36 feet; thence N53°10'59"E 21.93 feet; thence S36°49'01"E 53.00 feet; thence S53°10'59"W 21.93 feet; thence along the arc of a curve to the left with a radius of 173.50 feet a distance of 7.10 feet through a central angle of 02°20'35" Chord: S52°00'41"W 7.10 feet to a point of compound curvature; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 7.55 feet through a central angle of 28°49'38" Chord: S36°25'35"W 7.47 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 15.00 feet (radius bears: N43°34'53"E) a distance of 11.78 feet through a central angle of 44°59'14" Chord: S68°54'44"E 11.48 feet; thence N88°35'39"E 39.39 feet; thence S01°24'21"E 77.00 feet; thence S88°35'39"W 57.24 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 11.06 feet through a central angle of 42°14'35" Chord: S67°28'21"W 10.81 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 60.00 feet a distance of 43.95 feet through a central angle of 41°58'03" Chord: S67°20'05"W 42.97 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 15.00 feet a distance of 18.12 feet through a central angle of 69°12'26" Chord: S53°42'54"W 17.04 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 120.00 feet a distance of 3.70 feet through a central angle of 01°45'54" Chord: S19°59'38"W 3.70 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 30.00 feet a distance of 50.74 feet through a central angle of 96°54'51" Chord: S27°34'51"E 44.91 feet to a point of compound curvature; thence along the arc of a curve to the left with a radius of 147.00 feet a distance of 24.85 feet through a central angle of 09°41'06" Chord: S80°52'49"E 24.82 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 94.00 feet a distance of 16.92 feet through a central angle of 10°18'46" Chord: S80°34'00"E 16.90 feet; thence S09°41'22"W 90.48 feet; thence S11°16'33"W 156.19 feet; thence S01°55'27"W 126.67 feet; thence S00°18'21"W 170.04 feet; thence N89°41'39"W 227.50 feet to the point of beginning.

Contains: 3.68 acres+/-

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. PURSUANT TO UTAH CODE 10-9A-604(D) THE OWNER HEREBY CONVEYS THE COMMON AREA AND PRIVATE STREETS, AS INDICATED HEREON, TO SPRING RUN TOWNHOMES HOA, INC., WITH A REGISTERED ADDRESS OF 6770 S. 900 E, #302 MIDVALE, UT. 84047

OWNER(S):
PRINTED NAME OF OWNER — AUTHORIZED SIGNATURE(S)

TWO A LLC
BY JAMES F. ALLRED — 12.8.2020

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 8th DAY OF Dec A.D. 2020 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Salt Lake, IN SAID STATE OF UTAH, James F. Allred, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE Manager OF Two A, LLC, LLC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 6-5-2023
6770 S 900 E #302
Midvale, UT 84047
NOTARY ADDRESS
705990

ANDREA NELSON
A NOTARY PUBLIC COMMISSIONED IN UTAH
Andrea Nelson
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 17 DAY OF December, 20__.

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

PHASE C - PLAT 2
SPRING RUN
SUBDIVISION
EAGLE MOUNTAIN, UTAH COUNTY, UTAH
SCALE: 1"=40'

ENT 201701:2020 Map # 17449
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Dec 17 4:10 pm FEE 106.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 12/08/20 STATE OF UTAH		LICENSED PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSTY 12-10-20 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

SEC. 17-5-1W TU 038 JT

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

Wednesday, July 28, 2021

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

SUBJECT: **Arrival phase "B" plat 6 out of warranty Bond Release**

City Recorder:

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

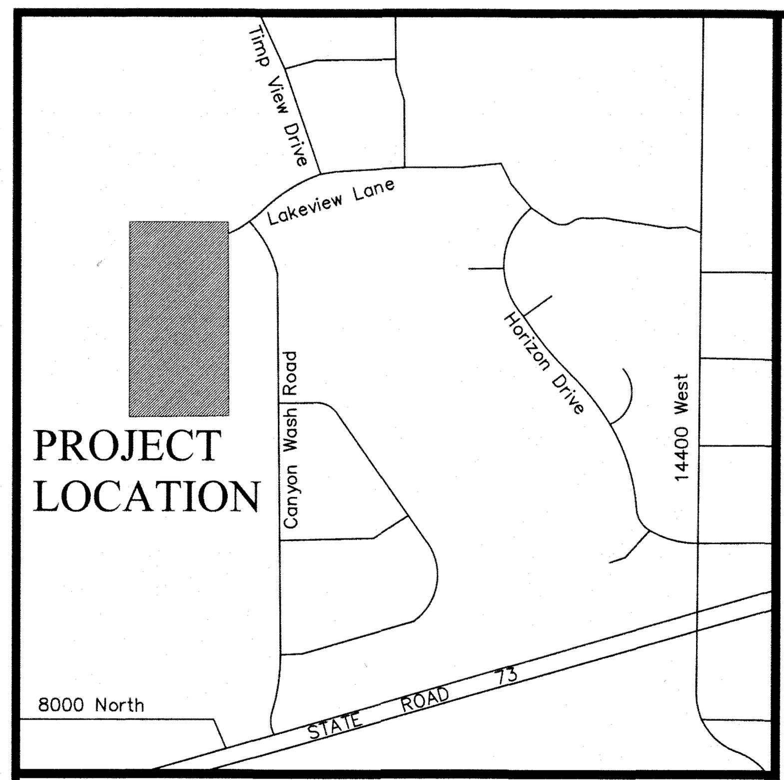
Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

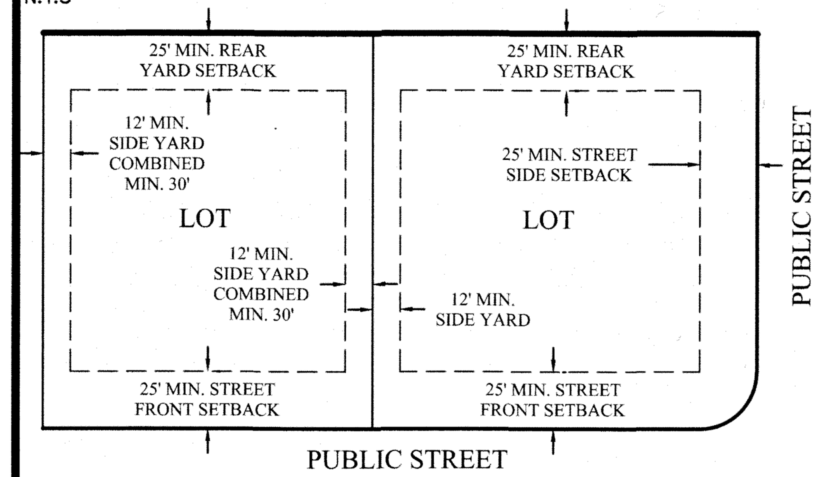
Chris Trusty (Jul 29, 2021 07:14 MDT)

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

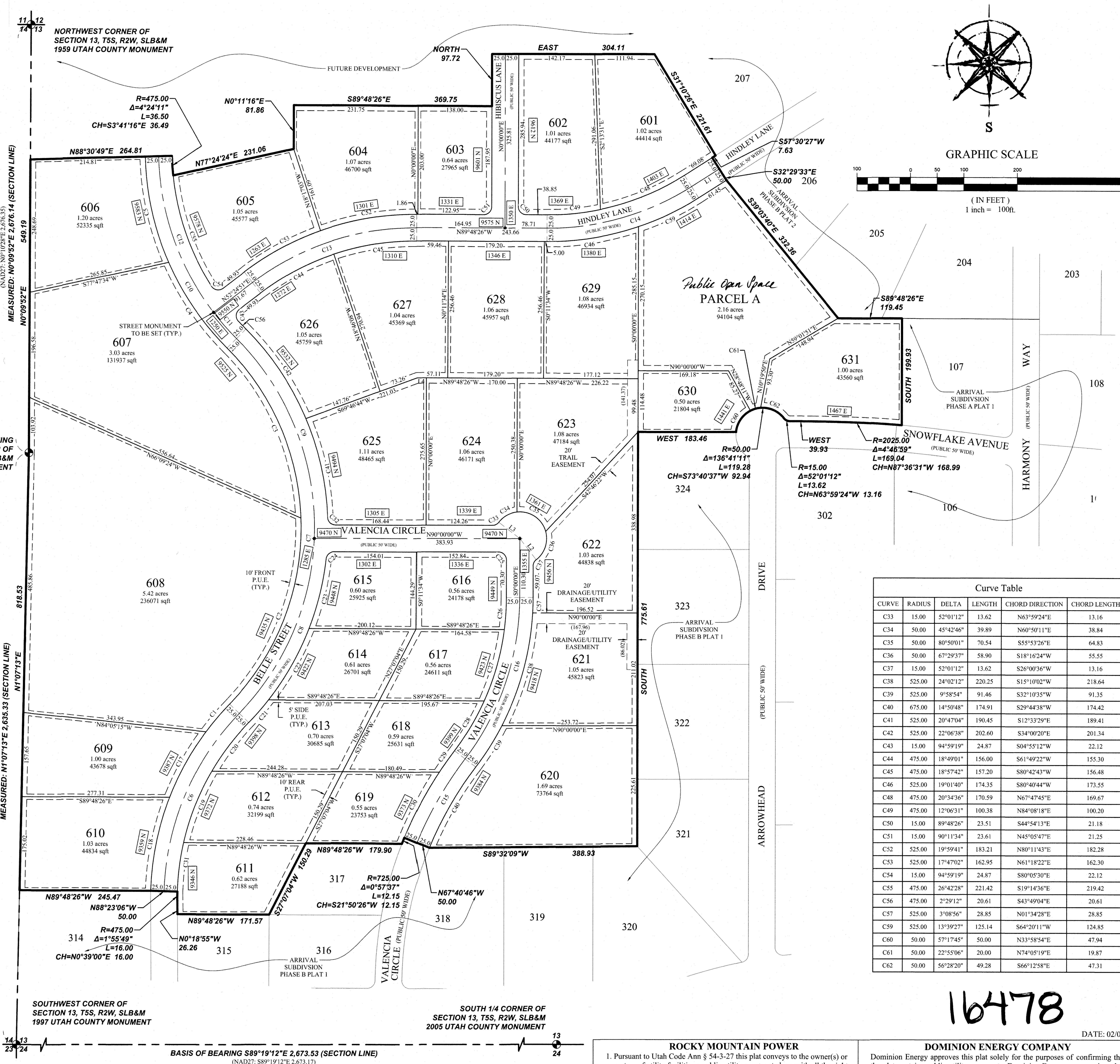
Cc: Fionnuala Kofoed, City Recorder



VICINITY MAP
N.T.S



TYPICAL BUILDING SETBACKS
N.T.S.



Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	525.00	7°25'03"	67.97	S40°16'48"W	67.92
C2	475.00	46°12'28"	383.08	S20°53'05"W	372.78
C3	475.00	42°50'31"	355.17	S23°38'24"E	346.96
C4	525.00	21°17'04"	195.03	S34°25'07"E	193.91
C5	525.00	22°17'24"	204.24	N12°37'53"W	202.96
C6	500.00	42°22'25"	369.78	S22°48'07"W	361.41
C7	500.00	89°02'59"	777.10	N00°32'10"W	701.22
C8	500.00	41°44'35"	364.28	N23°07'02"E	356.27
C9	500.00	47°18'24"	412.83	S21°24'28"E	401.20
C10	500.00	43°34'29"	380.26	N23°16'25"W	371.16
C11	500.00	7°28'30"	65.23	N41°19'24"W	65.19
C12	500.00	36°05'58"	315.03	N19°32'10"W	309.84
C13	500.00	37°46'43"	329.68	S71°18'13"W	323.74
C14	500.00	32°41'07"	285.23	N73°51'00"E	281.38
C15	700.00	14°50'48"	181.38	S29°44'38"W	180.88
C16	500.00	37°10'02"	324.35	N18°35'01"E	318.69
C17	525.00	15°23'30"	141.03	N28°52'31"E	140.61
C18	525.00	19°33'53"	179.27	N11°23'50"E	178.40
C19	475.00	17°24'54"	144.38	S21°29'22"W	143.82
C20	475.00	13°47'30"	114.34	S37°05'34"W	114.06
C21	525.00	6°09'49"	56.48	S40°54'25"W	56.45
C22	525.00	16°49'02"	154.10	S29°25'00"W	153.54
C23	525.00	14°40'20"	134.44	S13°40'19"W	134.07
C24	15.00	83°39'51"	21.90	S48°10'04"W	20.01
C25	15.00	90°00'00"	23.56	N45°00'00"W	21.21
C26	475.00	7°12'04"	59.70	N03°36'02"E	59.66
C27	475.00	16°49'39"	139.51	N15°36'54"E	139.01
C28	475.00	13°08'19"	108.92	N30°35'53"E	108.68
C29	725.00	3°53'12"	49.18	N35°13'26"E	49.17
C30	725.00	11°55'13"	150.83	N27°19'13"E	150.56
C31	475.00	13°05'50"	108.58	S06°14'00"W	108.34
C32	15.00	87°50'03"	22.99	S46°04'59"E	20.81

Curve Table

CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C33	15.00	52°01'12"	13.62	N63°59'24"E	13.16
C34	50.00	45°42'46"	39.89	N60°50'11"E	38.84
C35	50.00	80°50'01"	70.54	S55°53'26"E	64.83
C36	50.00	67°29'37"	58.90	S18°16'24"W	55.55
C37	15.00	52°01'12"	13.62	S26°00'36"W	13.16
C38	525.00	24°02'12"	220.25	S15°10'02"W	218.64
C39	525.00	9°58'54"	91.46	S32°10'35"W	91.35
C40	675.00	14°50'48"	174.91	S29°44'38"W	174.42
C41	525.00	20°47'04"	190.45	S12°33'29"E	189.41
C42	525.00	22°06'38"	202.60	S34°00'20"E	201.34
C43	15.00	94°59'19"	24.87	S04°55'12"W	22.12
C44	475.00	18°49'01"	156.00	S61°49'22"W	155.30
C45	475.00	18°57'42"	157.20	S80°42'43"W	156.48
C46	525.00	19°01'40"	174.35	S80°40'44"W	173.55
C48	475.00	20°34'36"	170.59	N67°47'45"E	169.67
C49	475.00	12°06'31"	100.38	N84°08'18"E	100.20
C50	15.00	89°48'26"	23.51	S44°54'13"E	21.18
C51	15.00	90°11'34"	23.61	N45°05'47"E	21.25
C52	525.00	19°59'41"	183.21	N80°11'43"E	182.28
C53	525.00	17°47'02"	162.95	N61°18'22"E	162.30
C54	15.00	94°59'19"	24.87	S80°05'30"E	22.12
C55	475.00	26°42'28"	221.42	S19°14'36"E	219.42
C56	475.00	2°29'12"	20.61	S43°49'04"E	20.61
C57	525.00	3°08'56"	28.85	N01°34'28"E	28.85
C59	525.00	13°39'27"	125.14	S64°20'11"W	124.85
C60	50.00	57°17'45"	50.00	N33°58'54"E	47.94
C61	50.00	22°55'06"	20.00	N74°05'19"E	19.87
C62	50.00	56°28'20"	49.28	S66°12'58"E	47.31

PLAT CALCULATIONS

TOTAL ACREAGE:	41.34 ACRES
TOTAL ACREAGE IN LOTS:	36.92 ACRES
TOTAL ACREAGE IN ROW:	4.42 ACRES
TOTAL OPEN SPACE:	2.16 ACRES
TOTAL IMPROVED OPEN SPACE:	2.16 ACRES
AVERAGE LOT SIZE:	1.12 ACRES
LARGEST LOT SIZE:	5.42 ACRES
SMALLEST LOT SIZE:	0.55 ACRES
OVERALL DENSITY:	0.75 LOTS/ACRE
TOTAL # OF LOTS:	31 LOTS

16478

DATE: 02/07/19

SURVEYOR'S CERTIFICATE

I, SPENCER W. LLEWELYN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 10516507 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND THE MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

SPENCER W. LLEWELYN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 10516507

DATE 2/20/19

BOUNDARY DESCRIPTION

A portion of the NW1/4 and SW1/4 of Section 13, Township 5 South, Range 2 West, Salt Lake Base & Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at the West 1/4 Corner of Section 13, T5S, R2W, SLB&M, said corner located N01°07'13"E 2,635.33 feet from the Southwest Corner of said Section 13 (Basis of Bearing: S89°19'12"E along the Section line from the Southwest Corner to the South 1/4 Corner of Section 13, T5S, R2W, SLB&M); thence N00°09'52"E along the Section line 549.19 feet; thence N88°30'49"E 264.81 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 475.00 feet (Radius bears: N88°30'49"E) a distance of 36.50 feet through a central angle of 04°24'11" Chord: S03°41'16"E 36.49 feet; thence N77°24'24"E 231.06 feet; thence N00°11'16"E 81.86 feet; thence S89°48'26"E 369.75 feet; thence North 97.72 feet; thence East 304.11 feet to the Northwesterly Corner of Lot 207, Phase "B", Plat 2, ARRIVAL Subdivision, according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said plat the following 5 (five) courses: 1) S31°10'26"E 221.61 feet; 2) S57°30'27"W 7.63 feet; 3) S32°29'33"E 50.00 feet; 4) S39°03'40"E 332.36 feet; 5) S89°48'26"E 119.45 feet to the Northwesterly corner of Lot 107, Phase "A", Plat 1, ARRIVAL Subdivision according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence South along said lot 199.93 feet to the Northerly line of Snowflake Avenue also being the Easterly Extension of the Northerly line of Phase "B", Plat 1, ARRIVAL Subdivision according to the Official Plat thereof on file in the Office of the Utah County Recorder; thence along said extension and plat the following 16 (sixteen) courses: Westerly along the arc of a non-tangent curve to the left having a radius of 2,025.00 feet (radius bears: S04°46'59"W) a distance of 169.04 feet through a central angle of 04°46'59" Chord: N87°36'31"W 168.99 feet; thence West 39.93 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (Radius bears: North) a distance of 13.62 feet through a central angle of 52°01'12" Chord: N63°59'24"W 13.16 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 50.00 feet a distance of 119.28 feet through a central angle of 136°41'11" Chord: S73°40'37"W 92.94 feet; thence West 183.46 feet; thence South 775.61 feet; thence S89°32'09"W 388.93 feet; thence N67°40'46"W 50.00 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 725.00 feet (Radius bears: S67°40'46"E) a distance of 12.15 feet through a central angle of 00°57'37" Chord: S21°50'26"W 12.15 feet; thence N89°48'26"W 179.90 feet; thence S27°07'04"W 150.29 feet; thence N89°48'26"W 171.57 feet; thence N00°18'55"W 26.26 feet; thence along the arc of a curve to the right having a radius of 475.00 feet a distance of 16.00 feet through a central angle of 01°55'49" Chord: N00°39'00"E 16.00 feet; thence N88°23'06"W 50.00 feet; thence N89°48'26"W 245.47 feet to the West line the SW1/4 of said Section 13; thence N01°07'13"E along the Section line 818.53 feet to the point of beginning.

Contains: 41.34 acres+/-

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER — Belle Street Partners, LLC / Scot Hazard
AUTHORIZED SIGNATURE(S) — Manager

ACKNOWLEDGMENT

ON THE 5 DAY OF March, 2019, PERSONALLY APPEARED BEFORE ME THE PERSONS SIGNING THE FOREGOING OWNERS DEDICATION KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE FOREGOING OWNERS DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGE TO ME THAT THE OWNERS DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES 1/17/2020
A NOTARY PUBLIC COMMISSIONED IN UTAH

686717
COMMISSION NUMBER

Fionnuala B. Kofoed
PRINTED FULL NAME OF NOTARY

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF UTAH

ON THE 5 DAY OF March A.D. 2019 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, IN SAID STATE OF UTAH, Scot Hazard, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE Manager OF Belle Street Partners, LLC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 1/17/2020
A NOTARY PUBLIC COMMISSIONED IN UTAH

Utah County
NOTARY ADDRESS

Fionnuala B. Kofoed
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 5 DAY OF March, 2019.

APPROVED BY MAYOR — APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (SEE SEAL BELOW) — ATTEST BY CITY RECORDER (SEE SEAL BELOW)

PHASE "B" PLAT 6
ARRIVAL
SUBDIVISION

(INCLUDING THE VACATION OF LOT 301 OF ARRIVAL PHASE "B" PLAT 1 SUBDIVISION)

EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SCALE: 1"=100'

ENT 19234:2019 Map # 16478
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Mar 08 11:29 am FEE 62.00 BY MA
RECORDED FOR EAGLE MOUNTAIN CITY

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY RECORDER SEAL
PROFESSIONAL LAND SURVEYOR No. 10516507 SPENCER W. LLEWELYN 2/20/19 STATE OF UTAH	FIONNUALA B KOFOED NOTARY PUBLIC-STATE OF UTAH COMMISSION# 686717 COMM. EXP. 01-17-2020	LICENSED PROFESSIONAL ENGINEER No. 266052 CHRISTOPHER TODD TRUSTY 3-7-19 STATE OF UTAH	CORPORATE SEAL EAGLE MOUNTAIN EST. 1996 STATE OF UTAH

SEC. 13-5-2W TU-038 (LOT 301, ARRIVAL B-1 SUB)

PREPARED BY

FOCUS ©
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

NOTES:

PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.

#5 REBAR AND CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. NAILS OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB ON THE PROJECTION OF SIDE LOT LINES IN LIEU OF SETTING FRONT LOT CORNERS.

P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT

ALL LOTS MUST RECEIVE APPROVAL FROM THE UTAH COUNTY HEALTH DEPARTMENT FOR A SEPTIC TANK AND DRAIN FIELD PRIOR TO ISSUANCE OF BUILDING PERMITS. FAILURE TO MEET COUNTY REQUIREMENTS MAY RESULT IN LOTS BEING UNBUILDABLE. ANY LOT WITHIN 300 FEET OF AN EXISTING OR FUTURE SEWER MAY BE REQUIRED TO CONNECT TO THE SEWER LINE AT OWNER'S EXPENSE.

Line Table

LINE	DIRECTION	LENGTH
L1	S57°30'27"W	61.45
L2	S37°58'48"E	50.00
L3	S52°01'12"E	50.00
L4	N89°48'26"W	17.21

DIRECT COMMUNICATIONS

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

DIRECT COMMUNICATIONS — DATE 2/21/19

ROCKY MOUNTAIN POWER

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

Del Edwards — 2/20/19
ROCKY MOUNTAIN POWER — DATE

DOMINION ENERGY COMPANY

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

Approved this 25 day of February, 2019. Dominion Energy Company

By

Title gas account sup RIP

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

July 20, 2021, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Steve Mumford, Assistant City Administrator/Community Development Director; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Zac Hilton, Streets and Storm Drain Manager; Embret Fossum, UFA Battalion Chief; Eric McDowell, Chief Deputy Sheriff; Tyler Maffitt, Communications Manager; Robert Ballif, Engineering Assistant; Michele Graves, Library Director; and Kristin Allred; Library Assistant Director.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Angela Valenzuela, Human Resource Manager; and Chas Glenn; Administrative Assistant.

Councilmember Gray was present electronically for a portion of the work session.

Mayor Westmoreland called the meeting to order at 4:08 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Community Development

- The Macey's grocery store building plans are approved. They will receive their permit and start construction soon.
- The City issued 135 residential building permits in June. The Planning Department will send out a fiscal year building summary soon.
- The City issued 1609 new construction building permits in Fiscal Year 2021.

Water

- Tank 4 has been repaired and is back in service.
- The City is 90% complete on pressure reducing valve inspections and repairs.
- New altitude valves have been installed and staff is currently fine-tuning for optimal use for tank storage on 2 and 3.
- Tank 5 requires maintenance and the City is searching for a contractor to make the repairs.

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Wastewater

- Temporary fencing has been installed around all the ponds at the plant per State recommendation.
- Discussions with Facebook are underway regarding using treated effluent for construction dust control.
- The plant expansion continues, and the outer oxidation ditch ring is full and the equipment is being tested.
- The dirt pile has been removed and irrigation on the 12-acres of land should commence by the end of the day tomorrow.

Parks

- Cory B. Wride Memorial Park Phase 2 construction work continues. All of the sport court poles with the lighting have been installed and are waiting on Rocky Mountain Power to service some of the power needs to get them up and running. The pickleball courts will be painted soon. Substantial completion is expected by August a, 2021.

Events

- Summer Bash and Laser Show will be held July 31, 2021 and will include a laser light show to offer an alternative to fireworks.

Engineering

- Pony Express Parkway – traffic has been shifted to the completed northbound lanes while the southbound lanes are being completed. The City plans to add the widening of Mid Valley Road to the Pony Express Parkway expansion project contract with Kenny Sang depending upon securing asphalt.
- Lone Tree Signal – if the meter was set by Rocky Mountain Power as scheduled, Pine Top should be able to program the light between Friday and Tuesday of next week.
- Airport Road Phase 1 – the project has been delayed but construction should begin shortly.

Streets

- The spray-applied project is complete. The City expressed appreciation to the residents that experienced additional inconvenience due to equipment issues.
- The micro surface project on the Eagle Mountain section of Pony Express Parkway is finished and the remainder should be completed today on the Saratoga Springs portion; then Aviator Ave will be serviced.

1.B. DISCUSSION – UFA Fire Station 253

City Administrator Paul Jerome assured residents that noise nuisances will be mitigated as sirens will not be used until the fire apparatuses reach Pony Express Parkway.

AJC Architects Director of Design Steve Simmons presented a concept plan and building design for a 1.5-acre property south of Mid Valley Road and east of Six-Mile Cutoff Road. The apparatus bay would be set back 50 to 60 feet from the road to provide adequate sightlines to promote safety. The plan includes ten sleeping quarters, a dayroom, and an exterior courtyard for exercise. Once the agreement for the land is finalized, construction could begin in the spring or summer of 2022.

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Assistant City Administrator/Community Development Director Steve Mumford expressed concern with the proposed location in relation to the intersection to the north and suggested moving the station farther to the south to align access points. Mr. Mumford and Mr. Simmons agreed to meet with the City Engineer to address alignment concerns.

Unified Fire Authority Assistant Chief Dominic Burchett said a survey indicated most municipalities preferred not to include a community room. They could entertain adding a community room; however, it would increase the cost.

Councilmember Clark advocated for the inclusion of a community room for joint meetings between fire stations and to provide a space for community representatives and resident use.

Assistant Chief Burchett explained a survey was conducted several years ago that concluded that the community rooms in other stations were underutilized. Due to the lack of use, the board determined to move away from including community rooms in consideration of the additional cost. He stated they could evaluate the cost increase to add a community room to the plan.

Councilmember Love supported the need for a community room and said the reason for the underutilization of the community room in fire stations might be due to the public being unaware that the space is available.

Councilmember Clark said Eagle Mountain has a unique need for community rooms because the City lacks a recreation center or a large library with public space. She suggested providing a community room that can accommodate 40 to 50 people.

1.C. DISCUSSION – Smith Ranch Park Design

MHTN Architects Senior Landscape Architect Vince Olcott and Landscape Architect Alison Lewis presented the item. The vision for the project includes providing a variety of native and manicured landscapes to support active and passive uses while providing space for both people and wildlife. The leading design principle for Smith Ranch Community Park is neighborhood meets nature. The project goals are to establish a series of paths and trails that connect the community to open space, clean up the existing native open space areas, create a variety of gathering spaces, provide new play areas and programming of spaces, and extend and update the field space for games and practices. An online survey with 575 responses and community outreach efforts during Pony Express Days resulted in high rankings for playgrounds, walking trails, and an obstacle course. Other suggestions included shaded areas with many trees, pickleball courts, and ziplines. An off-leash dog park and splash pads also received high rankings; however, it was determined that this park is not the appropriate place for those uses. The natural open space was also prioritized.

The Tickville Wash and a kestrel box are located in the area. They intend to not disturb the wash or the box and to minimize the impact of the park on the wildlife. A programing element is to include council rings, low circular benches, as places for gathering and other forms of passive recreation and interpretative educational elements about the wildlife in the park. The natural areas have been disturbed by members of the community and a potential retention basin is located in the

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park area. The sloped areas near the wash above a 20% grade will be excluded from improvement with a 150-foot setback from the center of the wash to remain open space with enhanced natural vegetation not intended for public use. The southwest neighborhood portion of the park could potentially include an obstacle course, sports fields, play areas divided into age groups, and paths. The existing pavilion will remain and be incorporated into the plan. The buffer zone along the wash will incorporate additional restrooms, soft-surface trails, additional trees, gathering spaces for students, small council rings, a zipline, nature play, a shaded pavilion, and additional parking on the east side with up to 30 parking stalls. The neighborhood park could include swing benches and poles for residents to attach their own slacklines and/or hammocks.

Councilmember Curtis advocated for an amenity other than a pickleball court due to the number of courts already in the City, as well as the high ranking of a volleyball court in the resident feedback. He appreciated the well-thought-out plan that incorporates the neighborhood and nature elements.

Mr. Olcott indicated that the type of sports court could be changed to the type desired by the Council.

Councilmember Burnham expressed support of the plan and Councilmember Curtis' suggestion to providing an amenity other than pickleball to increase variety. City representatives had expressed the desire for the park to be a location of learning for elementary students; she appreciates the inclusion of educational components.

Councilmember Love stated she desires to have the wash as an element that the community can enjoy, and the incorporation of the natural elements in the area exceeded her expectations. She would support pickleball courts in the park due to the lack of them in this area of the City.

Councilmember Clark said she loves the plan and the balance of the implementation of the requests by residents and the education and nature elements. Residents in this area have requested a skate park component. She feels the active play area would be an appropriate location for a skate park.

Discussion ensued regarding costs, Council and resident preferences, and concerns with potential amenities for the park including volleyball courts, pickleball courts, and/or a skate park.

Parks and Recreation Director Brad Hickman said that the cost to include a skate park could be significant. A skate park element could potentially be delayed until a later phase of construction for the park rather than diverting funds from other areas of the park to pay for the skate park during initial construction. The City has a few other potential areas for a skate park in the City; however, he would prefer including a skate park within a larger park rather than incorporating one in a smaller neighborhood park.

Mayor Westmoreland commended the design of the park especially considering the challenges with the area and expressed his support of the plan.

Mr. Olcott explained the next steps are to finalize the design of the overall concept plan, evaluate costs, determine construction phasing, and prepare a construction document.

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The Mayor and Council directed staff and the consultants to research costs of a skate park compared to other potential amenities.

2. AGENDA REVIEW

12. ORDINANCE/PUBLIC HEARING

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2021-2022 Budget.

Finance Director Kimberly Ruesch presented the item.

The total budget increase of $5,539,250 includes:

- Summer Bash and Laser Show $25,000 – This special event is being proposed to provide an opportunity for residents to come together as a community as a result of the ban on fireworks. This event is an item that was not originally proposed with the budget.
- iWorkQ Software $2,250 – The City needs to upgrade this software to add tools that are needed for the Administrative Code Enforcement Court.
- Library Grant $12,000 – The library has received ARPA (American Rescue Plan Act) funds from the Utah State Library to be used for collection development. There is no match required for this grant.
- Well #1 Relocation $1,500,000 – Well #1 needs to be relocated. This is a critical well for providing water throughout the City. This well sits underneath a power line which limits the ability for maintenance. In its current location, the City may not be able to gain access to make needed repairs.
- Drill Well #7 $2,000,000 – In order to meet the ongoing needs of the community, a new well needs to be drilled. The location has not yet been determined.
- New Water Storage Tank $2,000,000 – Construction of a four-million-gallon water storage tank is being proposed in Pole Canyon.

Ms. Ruesch clarified that the majority of the funding for drilling the new well and the new storage tank will be covered by impact fees. The approximately $1,500,000 cost to relocate the well will be financed with the City's approximately $3,600,000 water fund reserves.

Mr. Jerome explained that American Rescue Plan funds can be used for water and wastewater projects. State grants could potentially cover the cost of the land purchase for the wastewater treatment plant expansion and the relocation of Well #1.

13. AULT FARMS

13.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Future Land Use Map of the General Plan for Certain Lands Known as Ault Farms.

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13.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving a Master Development Plan and Rezone for Ault Farms.

Items 13.A. and 13.B. were presented and discussed concurrently.

Mr. Mumford presented the item. On July 13, 2021, The Planning Commission voted 4 to 1 to recommend approval of the General Plan amendment as proposed, and to recommend approval of the master development plan (MDP) and rezone with the following conditions:

1. The development shall be divided into four master development plan areas and Area A shall be increased in size to incorporate a portion of Area B, at the discretion of the applicant, to bring Area A within the 200-acre size limitation; and
2. The row of R2 units directly west of the FR zone in Phases A4 and B6 shall be zoned as R1; and
3. The remaining zoning shall remain as presented in the zoning map exhibit.

The subject parcel consists of 752 acres is located on the east side of Pony Express Parkway at approximately 3000 North. The area is currently zoned Agriculture and is identified in the Future Land Use Map as Foothill Residential, Neighborhood Residential One, Parks and Open Space, and Business Park/Light Industry. Input from previous concept plan reviews at the Planning Commission and City Council in 2019 and 2020 include a focus on General Plan compliance with zone requests that exist within current Municipal Code. An updated MDP has been submitted with reduced densities and includes a mix of residential zones.

The rezone request contains a mix of FR, R1, R2, R3, RC, MF1, and CN zones as well as open space and a future business park area. The road network proposal includes three accesses onto Pony Express Parkway, Tiffany Lane as a minor arterial, and north and south collectors. The applicant is proposing changes to the Master Transportation Plan by adding a south collector, reducing Tiffany Land to a minor arterial, and reducing Airport Road to a minor arterial.

The master development plan application was received during the public hearing process of the code amendment to EMMC 16.10. Based upon the filing date, the application should be subject to the new Municipal Code standards. The applicant has submitted a waiver request from the requirements of EMMC 16.10 as allowed by EMMC 16.10.050. The applicant is seeking a waiver from the code requirement allowing a maximum land area of 200 acres for a master development plan. The request states the applicant would like to move forward with the over 550-acre residential component of the development. The applicant notes that comprehensive planning and cohesive design, timing, and amenity offering should be considered with the waiver request.

The application included an exhibit with four separated areas for potential master plan divisions with Area A of approximately 131 acres, Area B of approximately 243 acres, Area C of approximately 162 acres, and Area D of approximately 214 acres. The phasing map identifies the annual anticipated phase construction beginning in 2022 and ending in 2028.

To approve a waiver, the City Council must find one of the following to be true:

- The project's concept plan review, pursuant to EMMC 16.15, received feedback from the Planning Commission and/or City Council in regards to reduced master development application requirements.
- The project will not require modification or additions to existing conditions such as zoning designations, land use designations, and roadways.
- The project involves limited developments requirements for infrastructure.
- The strict application of this chapter would result in peculiar or exceptional difficulties, exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or preexisting easement restrictions.

No designation for public facilities such as churches or schools is included in the plan. Any rezone to commercial or residential zoning would allow these uses as either permitted or special uses. A possible ten-acre elementary school site should be included in the plan, to be reviewed by Alpine School District prior to the approval of the master development agreement (MDA).

The southern 214 acres identified as Tech Campus/Light Industry will be handled with a future MDP. The applicant has provided a master plan tabulations document that includes land use by area.

The CN zone is proposed to the north and south of Tiffany Lane along Pony Express Parkway. The multifamily areas were reduced to two areas around Tiffany Lane. All other multifamily housing has been replaced by RC and R3. Per transition code standards, R3 is not appropriate adjacent to MF1. In general, the zoning exhibit does not meet the zoning transitions required in EMMC 17.60.160.

An additional affordable housing element could be considered near the commercial properties. The northwest corner should be modified to utilize the road along the north property line in the Eagle Village project. The R3 areas adjacent to the MF1 could be modified to be compatible with EMMC 17.60.160 zone transitions. R2 units could be considered along the northern property line rather than R1 units, and the R1 units in the area could be moved elsewhere in the project.

The parks plan shall be submitted including potential park improvements and example linear park improvements to be approved as an exhibit to the MDA. The Council could consider adding additional acreage to the neighborhood parks to create more useable area, shrinking some of the linear parks slightly, and/or removing the improved open space along the utility corridor. Some of the improved open space from the power corridor could be shifted to the property along the northern boundary of the project and the area could be improved with a trail and water-wise landscaping.

Mr. Mumford verified that the Planning Commission recommendation to change the R2 on the east of Phases A4 and B6 to R1 would not be compliant with Municipal Code transitioning requirements. The MF1 adjacent to R3 is noncompliant with transitioning requirements and the R1 along the north of the project would abut a noncompatible R3 product in the neighboring subdivision. The FR adjacent to a duplex product to the north also fails to meet the transition code. However, the Council has the purview to request and approve exemptions to the standards.

Councilmember Clark noted the provision included on the phasing map that states, “Phasing may change at the discretion of the developer.” Mr. Mumford advocated for allowing some flexibility in the phasing requirements to allow the developer to adjust to market fluctuations and utility installation.

Discussion ensued regarding the Planning Commission excluding Phase B7 in their recommendation to rezone the suggested R2 on the east to R1. The Council noted the RC product along the south of Phase B7 as the probable reason.

Councilmember Curtis advocated for encouraging Alpine School District to select an elementary school location as soon as possible to be able to adapt the plan to mitigate traffic issues experienced at other schools in the City. Mr. Mumford said a possible location could be included in the plan; however, the school district could select a different location.

Mr. Mumford confirmed that the Council could approve three separate MDPs for the residential portion of the project to be developed concurrently if desired. The desire to jointly develop various parts of the proposed MDP area is one of the reasons the applicant is requesting a waiver to allow a single MDP for the entire residential portion of the project. Considerations for deciding whether to grant the waiver include timing of the roadways, determining which MDPs to assign the roads and the parks, and complications of assessing infrastructure and amenity responsibilities should a portion of the development be sold to a different developer.

Councilmember Love noted that applying individual master development agreements at different times would extend the development timeframe.

City Attorney Jeremy Cook said that from a drafting standpoint, he would prefer a single agreement rather than three separate simultaneous MDAs, as it would be easier to address elements such as impact fees and major road projects in one agreement. The MDA could include timing for three development areas. Separate agreements would require referencing and contingencies linked to the other MDAs. The plan could include provisions favorable to the City at the expiration of the MDA should the project fail to be completed within the six-year time limit, which is likely due to the size of the development.

Councilmember Curtis expressed concern with dividing the plan as the purpose of the 200-acre maximum is due to the difficulty in determining densities, parks and open space, homeowners’ association ownership (HOA), and other issues for large land parcels. He hesitates to grant property rights and density vesting for more than six years due to the significant changes in the City in that amount of time. He prefered to move forward with smaller agreements. He advocated placing rezoning restrictions by limiting density through requiring strict compliance to the development standards and for stipulating that phasing changes must be approved by the City Council.

Mr. Cook stated that the developer could opt to have a master HOA for the entire area independent of MDP size or phasing. HOA considerations would be easier to address in a single agreement. Density transfers and other known issues in older agreements can be safeguarded against in future agreements. He advocated against City involvement with HOA issues because they are private

land issues. Master HOAs assist with costs of swimming pools, large amenities, and monuments shared between single-family and multifamily units; nevertheless, the Council could opt to deny the proposed rezone request for the project to address concerns with master HOAs.

Discussion ensued regarding concerns with the rights granted in MDAs that might not be appropriate for the City in the future, requirements to prevent density maximization and transfer, legal protections for the City, renegotiation obstacles, and including a process for the two-year extension allowance due to the projected 2028 build-out completion estimate exceeding the six-year window.

Councilmember Curtis expressed concern regarding zoning approvals being retained at the expiration of the MDA.

Discussion ensued regarding protections to include in the agreement and/or a clause to revert undeveloped land to the previous zoning at the expiration of the MDA, possibly dividing the project into two MDPs combining Areas A and B into one agreement, benefits of permitting a single MDP, preventing long-term agreements that are inappropriate for the City in the future, and the specificity of current City zoning limiting density transfer due to product, lot size, and set back requirements.

Councilmember Curtis suggested including a requirement in the MDA that the maximum density is contingent upon the strict adherence to the residential development standards of the respective zone and clarified his intent is to prevent units from being built smaller than the minimum lot size due to vested unit counts. He expressed concern that the MDP supersedes current Municipal Code standards.

Mr. Cook explained that the MDP would need to adhere to current Municipal Code standards unless specific exemptions were included in the agreement.

Councilmember Clark requested Mr. Cook draft language to include in the agreement clarifying that the units need to meet residential code standards rather than granting a number of units.

Discussion ensued regarding the benefits and potential issues with approving a unit count.

Mr. Cook stated that issues such as unit counts, lot sizes, frontages, and setbacks are generally addressed with the MDA and the rezone approval could be contingent upon the approval of the MDA. The concerns of the Council will be recorded in the minutes and should be included in the motion to assist the Council with remembering the concerns they wish to address with the MDA approval.

Councilmember Curtis stated that he had been in favor of the three Planning Commission recommended conditions of approval, but after the discussion was now unsure regarding requiring the division of the plan into multiple MDPs.

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Discussion ensued regarding concerns and benefits of dividing the project into two or three MDPs, the impact of dividing the project to the proposed phasing plan, and whether to approve multiple smaller MDPs simultaneously.

Councilmember Clark expressed concern with usurping the recently-passed MDP requirements with the first MDP approval subject to the requirements.

Councilmember Curtis listed the concerns he desired to be addressed or implemented with the MDP including his previously mentioned questions as to whether the rezone conditions provide adequate protection, removing the language allowing phasing to change at the discretion of the developer while permitting an amendment process and minor changes, avoiding vesting unit counts with the master plan tabulation that would not fit within a zone if the product adhered to the residential design standards, prohibiting Area D from being rezoned as residential, adjusting the northwest corner to incorporate the road as suggested by staff, and requiring more details to be provided for the parks plan.

Councilmember Love said she believes the parks plan is a part of the MDA approval and requested clarification regarding what should be required in the MDP versus the MDA.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 6:24 p.m.

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

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love.

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Jared Gray.

CITY STAFF PRESENT: Steve Mumford, Assistant City Administrator/Community Development Director; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Kimberly Ruesch, Finance Director; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Embret Fossum, UFA Battalion Chief; Eric McDowell, Chief Deputy Sheriff; Robert Ballif, Engineering Assistant; Michele Graves, Library Director; and Kristin Allred; Library Assistant Director.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Zac Hilton, Streets and Storm Drain Manager; and Tyler Maffitt, Communications Manager.

Councilmember Gray was present electronically for a portion of the policy session but did not vote on any of the items as he was absent during those portions of the meeting.

4. CALL TO ORDER

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

5. PLEDGE OF ALLEGIANCE

Councilmember Love led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- ShopFest will be held August 7, 2021, at Cory Wride Memorial Park. More than 225 small businesses will be available for residents to shop. Be sure to take advantage of the hot air balloon rides, food trucks, and live music.
- The Summer Bash and Laser Show will take place Saturday, July 31, 2021. Be sure to participate in the kids' patriotic parade and the pie-eating contest. Later in the evening, Trash Panda drum group will perform followed by a laser show.
- Just a friendly reminder that the ignition of fireworks in Eagle Mountain has been prohibited. Drought conditions persist in Utah, increasing the risk for wildfires in the State. Please find alternative forms of entertainment to help keep Eagle Mountain safe.
- The City added a residential portal to the website to assist residents with accessing information and to facilitate resident communications with City staff and officials.
- Thursday, July 22, 2021, at 10:00 a.m. at Walden Park the City has a special announcement. Residents are invited to attend.

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

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:15 p.m.

Kelly Gee expressed concern regarding traffic and speeding on Tiffany Lane and requested the Utah County Sheriff's Office patrol the area.

Mayor Westmoreland noted that the City received emails from Dee Adamsen regarding parking issues in the Heatherwood on the Green subdivision.

Eagle Mountain Performing Arts Collation representative Jennifer Kelly introduced her organization to the City Council and said their vision is to provide camps, productions, and concerts for individuals to express themselves and to develop their skills. They commit to representing the City in a positive manner and desire for the organization to be recognized by the City in order for the symphony and performing arts groups to receive the City discount when renting from the schools and to be able to use City stages and equipment for performances to help assist with production expenses. Mayor Westmoreland requested Ms. Kelly send an email to schedule a meeting to further discuss the item.

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Jeff Ruth announced that the American Legion will be holding an ice cream social at the Senior Center on August 14, 2021, at 7:00 p.m. He invited all veterans and active military and the Mayor City Council, City Council candidates, and first responders to attend.

Camrie Campos sent a letter thanking the Mayor and City Council for the opportunity to serve on the Youth City Council and for the Youth City Council scholarship.

The City received the following email prior to the meeting, "My name is Angela Gewondjan and I am a boarder at Cedar Valley Stables. I run an equine therapy program for special needs children daily. Tiffany Lane runs right up to the property of the barn and has become a major safety hazard for us. Travelers from all directions and various vehicles do not keep to the speed limit. With the new construction, there are a lot of diesel trucks that do not slow down around our property. We have had many incidents where our horses and children have become spooked and we are putting them in danger. We are unable to use the outdoor arena for lessons because of this. The new stop sign is not helping either. Drivers do not stop and go through at excessive speeds. It would be very appreciated if we can come up with a solution to keep the speed limit and stop at the stop sign!! Thank you so much for your time and attention on this matter."

Mayor Westmoreland closed public comment at 7:29 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Burnham
Councilmember Burnham welcomed the meeting participants.

Councilmember Love
Councilmember Love said it was good to see the people attending the meeting.

Councilmember Clark
Councilmember Clark recognized and thanked Unified Fire Authority Captain Steve Conger and his crew, Captain Dave Terrion, Paramedic Brandon McDonnell, and Engineer Chance Fivas, for their service on the volunteer fire force and other contributions to the City and presented them with a challenge coin.

Councilmember Curtis
Councilmember Curtis thanked the meeting participants for their attendance. He noted that three members of the City Council had received an email from Jody Hooley suggesting the City place a moratorium on new construction until the end of the drought.

City Attorney Jeremy Cook verified that the Council could consider issuing a six-month moratorium on building permits or subdivision plat approvals, per Utah Code Title 10-9a-504, should they feel current drought conditions met the qualifications to merit such as action, although a few master development agreements would be excluded per the terms of those agreements.

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Mayor Westmoreland directed staff to research measurable, identifiable, and quantifiable water supply metrics to determine the levels under which the City should contemplate enacting a building moratorium.

City Administrator Paul Jerome reassured residents that there is no indication that the water supply is in jeopardy of meeting City demands. The City is currently discouraging developers from installing landscaping due to the high-water requirement to establish sod during the heat of the summer. Changes to development standards to address water usage more effectively are under consideration.

Discussion ensued clarifying that the City has sufficient water for existing and approved housing, the greater impact of landscaping on water usage compared to construction use, and that City water conservation efforts are precautionary and preemptive to protect against a water shortage crisis.

9. APPOINTMENTS

9.A. Youth Council Advisors

MOTION: ***Councilmember Clark moved to appoint Jennifer Shimakonis as a Youth Council Advisors for a one-year term. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.***

MOTION: ***Councilmember Clark moved to appoint Tyler Shimakonis as a Youth Council Advisors for a one-year term. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.***

Tyler Shimakonis encouraged all youth to attend the Youth Council meetings on the second Wednesday of each month and to participate in events the Youth Council is assisting with such as Shopfest and the Summer Bash and Laser Show.

CONSENT AGENDA

10. BOND RELEASES

10.A. Sunset Ridge Phase A, Plat 7 – Into Warranty

11. MINUTES

11.A. July 6, 2021 Minutes – Regular City Council Meeting

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

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SCHEDULED ITEMS

12. ORDINANCE/PUBLIC HEARING

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Fiscal Year 2021-2022 Budget.

Finance Director Kimberly Ruesch reviewed the item as presented during work session. She explained that the cost of the software for the Administrative Law Judge court is included in the General Fund under the legal services division of the budget. A judicial branch fund is usually only implemented after the establishment of a judicial court within a municipality.

Mayor Westmoreland opened the public hearing at 7:49 p.m. As there were no comments, he closed the hearing.

MOTION: ***Councilmember Clark moved to approve an ordinance of Eagle Mountain City, Utah, approving the first amendment to the Fiscal Year 2021-2022 budget. Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.***

13. AULT FARMS

13.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Future Land Use Map of the General Plan for Certain Lands Known as Ault Farms.

Item 13.A. and 13.B. were presented and discussed concurrently.

Assistant City Administrator/Community Development Director Steve Mumford reviewed the item as presented during work session.

Two neighborhood parks are designed for the north and south halves of Ault Farms. These parks will be programmed with active and passive recreation features and amenities. These parks are located within a ten-minute walk for residents within a half-mile radius. Amenities in the neighborhood parks may include play space, neighborhood gardens, pathways, bike facilities, fire pits, open lawn for unstructured play, pavilions, Bocce ball courts, and/or sports courts. Seven local parks have been designed into the master development plan (MDP). Some of these parks are more linear in nature and provide green space connections into the Eagle Point neighborhood to the north. Others are more rectangular fitting the surrounding subdivision development pattern. Local parks serve residents within a quarter-mile radius and are held privately and maintained by the homeowners' association (HOA). Amenities in the local parks may include improved landscaping, trails and/or pathways, seating, shade structures, BBQ grills, fire pits, play spaces, and/or open lawn for unstructured play.

Trails throughout Ault Farms provide circulation for both pedestrians and bicyclists to move freely around the neighborhood to access parks and the commercial node and to exercise. Two north-to-south regional trails along Pony Express Parkway and Lake Mountain Boulevard are received from the north and built through the Ault Farm development to the south. The trail network planned for the community is approximately seven miles in length. Trails are planned to be the standard City width of eight feet. Depending on their context, the material may be asphalt, concrete, or road base. Conceptual design of the open space located under the Rocky Mountain Power transmission lines facilitates the Lake Mountain Boulevard regional trail, a trailhead, nodes of manicured landscape at major intersections, and natural vegetation. A mountain bike course or pump track could be a suitable use in this open space area. The developer may also find private uses for the power corridor such as equestrian facilities or other animal-related recreational uses.

Key areas around the master-planned community called gateway landscapes are designed to create a distinct aesthetic of Ault Farms and to communicate a sense of arrival and welcoming. Signage may be included in these open spaces as well. Though not shown in the master development plans, common open space in multifamily areas will be designed and submitted with the site plan applications. The plans will include amenities consistent with neighborhood and local parks in the multifamily common open space areas. In addition, these common open spaces may include pools, clubhouses, spas, or sports courts.

Applicant representative Pete Evans explained they desire a single MDP in considerations of the infrastructure cost in the development and for coordination and cohesion. The exception in the code is for unique circumstances and they believe the project qualifies due to the location of minor arterial roads on the east and west and three major roadways—one minor arterial and two minor collectors—running east to west through the development. It would be difficult to divide the cost between several MDPs as they assume the City will want the full road constructed once any part of the development connects with the applicable road. One MDP would assist with the cost of the infrastructure and cohesive open space improvement. Master development surveys indicate the number one desired and year-round utilized amenities are linear parks and walking trails that appeal to multiple types of users. They removed all the product that did not comply with the existing Municipal Code standards from the MDP. He understood that previous issues with agreements were due to allowing products unique to the agreement whereas their plan contemplates product and design standards found within the zoning code.

Mr. Evans said he did not feel the homes backing onto the powerline corridor are amenable to an R1 lot and thinks the R1 lots are better suited in the locations proposed on the zoning map. Previously, they had placed RC lots along the corridor and included R2 units as a compromise based upon Council requests for larger lots in the location. The geographical features provide a natural buffer to transition to the FR homes. He proposed deepening the lots into the powerline corridor and implementing use restrictions on the area within the corridor should the Council require R1 lots in the location.

Councilmember Clark said that she thinks including the powerline corridor in the lots is a benefit due to the market calling for larger lots. She beseeched the applicant to increase the lot size in the areas requested by the Planning Commission from R2 to R1.

Mr. Evans requested an exception to the R1 zone 85-foot lot frontage requirement to maintain the R2 80-foot frontage for the lots the Council would like changed to R1 along the powerline corridor. He noted that the number of lots will likely be reduced to accommodate a new City well site. Councilmember Curtis spoke against allowing an exemption to the lot frontage standards.

Councilmember Clark stated she believes that the size of previous MDPs caused things to be overlooked that resulted in issues and undesired outcomes and is one of the reasons for requiring agreements with smaller acreages.

Mr. Evans requested the Council allow the width of the frontage to be measured at the building setback line to allow for curvilinear streets; measuring from the street imposes gridded streets. He explained their lots will be designed differently than those in Evans Ranch. Councilmember Curtis expressed concern regarding the unintended consequences of allowing the frontage to be measured at the building setback.

Discussion ensued regarding potential requirements to mitigate creating wedge lots that fail to meet the intent of the frontage standards; changes in previous projects resulted in developments that differ significantly from the map exhibits presented during the approval process.

Mr. Mumford explained that the frontage standard considerations would be a condition of approval of the MDA and he will research the issue prior to the presentation of the MDA to Council.

Councilmember Clark challenged that the applicant was able to incorporate infrastructure development considerations with the adjacent developments which she believes demonstrates that multiple MDPs can be coordinated together. Mr. Evans clarified that the sewer line is the only joint infrastructure project with Scarlett Ridge.

Councilmember Clark requested staff calculate the differences between the desired lot frontages at the building setback line and the standard requirements when the item returns. She spoke against allowing a width difference as great as permitted in the cul-de-sac setback exemption standards.

Mr. Mumford verified the rear setback requirements are 25 feet for the R1 zone and 20 feet for the R2 zone.

Mr. Evans noted that the houses could not be set back farther than the rear width setback requirement and their designs meet all design standards. They are willing to change the R1 lots on the north end of the project as suggested by staff, if desired by the Council. He feels the road would be a sufficient buffer between the adjacent RC lots as the lots will not be facing each other.

Discussion ensued supporting allowing noncompatible lot adjacency transitioning due to the similar land uses for the product types, the onerous burden to request a different product type and requiring the developer to provide additional transitioning due to the impact to the plan, people purchasing lots next to smaller properties being aware of the size of the smaller adjacent lots, and the unlikelihood of existing residents objecting to the development of larger lots next to their homes.

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Councilmember Burnham inquired regarding the purpose of dividing the plan into three MDPs if they intend to approve all three to be completed simultaneously.

Discussion ensued regarding whether to approve part or all of the development with consideration of the major roadway running between Areas B and C, the total acreage of each area, park installation, tying the rezoning of the development to individual phases due to concerns with the rights granted with the rezone, and the uncertainty of the future housing market.

Mr. Cook explained that separate MDPs would complicate the master development agreements because it would divide roads and other infrastructure contingent upon the other MDPs. The agreements would need to reference the other agreements and include parts of roads with timing for each section. If the Council elects to approve the full development, it would be preferable to include the full plan in a single agreement. Should the Council decide to only approve part of the development, multiple agreements would become necessary.

Councilmember Clark advocated for approving the 550-acre residential portion in separate MDPs as recommended by the Planning Commission and in accordance with Municipal Code rather than approving various portions of the project individually at separate times or granting the waiver to code standards recently approved by the current body.

Councilmember Burnham said when she voted to approve the changes to MDP requirements, she had not considered an applicant requesting multiple, simultaneous MDPs. Although she understands Councilmember Clark's reasons for desiring to adhere to the approved standards, she does not see the benefit of dividing the plan into multiple MDPs. This would complicate the project and increase the burden on staff.

Councilmember Gray said that the full infrastructure would need to be installed with the first MDP, other than perhaps part of a road where houses are located. He is not in favor of approving an agreement until the lot sizes are increased to further reduce the density in the development.

Discussion ensued regarding the impact of the required infrastructure development and phasing benchmarks on a single or multiple MDPs, potential infrastructure divisions to include within in separate MDPs and the resulting obstacles with dividing the roads and infrastructure, and benchmark timing requirements and impacts to one or multiple agreements.

Councilmember Gray stated that increasing the R1 product on the northeast of the project as suggested by the Planning Commission would be an insufficient density reduction. He objects to the inclusion of RC and MF1 in the plan because the zones are not compatible with the General Plan Neighborhood Residential One land use designation for the area. He advocated for developers bringing uses not already abundantly available in the City.

Discussion ensued clarifying the gross density calculation for the project at 3.25 units per acre and the RC and MF1 land uses representing 28.7% of the total area including the open space with the FR, R1, R2, and R3 General Plan compatible units representing 56.7% of the land uses.

Mr. Evans stated they feel the proposed variety of uses are appropriate for the area. Of the undeveloped residential property remaining in the City, 92% of the land has the Neighborhood Residential One General Plan land use designation, the remaining 8% is designated as Neighborhood Residential Two, and none of the land is designated at Neighborhood Residential Three. When factoring in buffering requirements, they feel they have met the intent of the Neighborhood Residential One land use designation.

Councilmember Curtis stated that the residential land use designations match his vision for the City.

Discussion ensued regarding concerns with granting maximum unit counts and requirements to adhere to the lot size and setback standards in the master development agreement compared with previous agreements granting minimum units counts.

Mr. Evans clarified that the plan excludes the requested flexibility with the location where the frontage is calculated, and the numbers provided anticipate following current Municipal Code standards exactly. The new zoning code is based upon lot sizes and setbacks rather than unit counts and densities and prohibits increasing the numbers due to lot efficiencies or density transfers from land lost to public facilities sales.

Mayor Westmoreland opened the public hearing at 9:16 p.m. As there were no comments, he closed the hearing.

Councilmember Curtis stated that while he would prefer lower density as requested by Councilmember Gray, he did not oppose the plan on that basis.

When asked, none of the other Councilmembers raised objections to the plan based upon the proposed density, especially in consideration of the applicant agreeing to convert some of the R2 lots to R1.

Councilmember Clark stated that increasing the size of the lots near the powerline corridor would allow the applicant to sell them for a premium. Councilmember Burnham disagreed due to noise and other concerns of living adjacent to powerlines.

Councilmember Burnham concurred with Councilmember Curtis' concerns about granting vested unit counts based upon a table and suggested clarifying in the agreement that all units are required to adhere to lot size and setback standards regardless of the number of lots listed in the master plan tabulations.

Discussion ensued regarding the conditions and language to include in the motion to ensure the design standards are met and to prevent density transfers from public facilities land purchases, whether to include the unit counts in the master plan tabulations in the MDP due to issues with unit count vesting in prior agreements, and whether current lot and setback standards are sufficient to mitigate potential density transfer concerns.

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Mr. Evans said they would prefer not to redesign the plan for the northwest corner of the project to accommodate a road in Eagle Village but are willing to if required. The original plans they were given and designed according to did not include the road. They later received an updated plan for Eagle Village that included the road.

Mr. Mumford clarified that the approved road to the northwest is located within the Eagle Village project and not partially located on the subject property. The full residential road, which will be maintained by the City, would only access lots on one side. The open space area is to the east and west of the road. Should the applicant not be required to utilize the road, staff recommends the applicant at least connect to the north-to-south neighborhood roads. He explained the purpose of the Eagle Village redesign was to provide access to the south. Although excluding the connection might be the preference for design cohesion in the Ault Farm development, increased connectivity is preferable to create access to Pony Express Parkway for both neighborhoods.

Discussion ensued clarifying the location of the roadways and the connectivity between the Eagle Village and Ault Farms projects.

Councilmember Clark expressed concern with R1- and R3-zoned homes from separate subdivisions fronting on the same road.

Mr. Mumford verified that the concern with the road was efficiency, not safety. The cost to the City to maintain the road with houses along one side is the same as if houses were along both sides. Incorporating the road would result in a cost reduction to Ault Farms; however, if the applicant prefers to assume the cost of installing a full road south of the north units, it is the purview of the Council to approve the design as requested as long as access and connection to the Eagle Village is provided.

Discussion ensued regarding whether to allow the design of the northern roads as presented and regarding the trail connectivity within the development.

Mr. Evans expressed his willingness to incorporate the open space along the northern boundary of the project into the open space and trails plan.

Mr. Mumford said he will contact ASD representatives regarding a school site. The placement of a school within a master-developed community will be less impacted by the variance of land prices and hopefully be less problematic.

Discussion ensued regarding potential school and church locations and concerns regarding the impact of the reduced unit counts from various zones, particularly R1 units.

Mr. Evans said the City Council could review and approve the school site; however, the developer has little control regarding the placement of the school.

Mr. Mumford explained that the new MDP process follows Municipal Code more strictly than previous agreements. Park designs are required during the preliminary plat approval. His purpose in including the information regarding the park in the staff report was due to concerns regarding

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the design, visual appeal, and useability of the linear parks. Changes to the park plan to address concerns can occur with the approval of the MDA.

Councilmember Burnham requested the applicant include park examples with the MDA.

Councilmember Love requested the applicant include examples for the commercial area in the MDA to ensure the acreage provided is viable for applicable business uses and does not need to be modified.

Discussion ensued regarding City involvement with homeowner's association (HOA) covenants, conditions, and restrictions (CC&Rs).

Mr. Cook explained that the City no longer approves CC&Rs other than ensuring that mechanisms are included to collect funds to maintain private amenities.

Councilmember Curtis expressed concern with the potential for HOAs to become predatory or to contain CC&Rs that are a disservice to residents. His greatest concern is the length of time prior to turning the HOA over to the residents.

Mr. Cook clarified that the City could stipulate to include or exclude some elements from HOA CC&Rs. As the size of a development grows, changing the terms of the CC&Rs becomes increasingly difficult due to the percentage of homeowners required to approve changes. He suggested further discussion of Councilmember Curtis' concerns outside of the meeting to decide the appropriate course of action.

Discussion ensued clarifying that the inclusion of the number of units in the approval would be based upon a maximum unit count per zone product type rather than the maximum total unit count of combined product types. The Council also discussed concerns with approving the rezone and granting the associated land uses should the MDP expire prior to the full buildout of the project.

Mr. Cook stated he would devise a formula to determine the appropriate unit count reduction for land acquired for public facilities. He will also explore if rezoning of the property could occur when the plat is recorded as suggested by Councilmember Curtis to protect against rezoning concerns.

Mr. Evans noted that the higher density RC and MF1 units, not contemplated in the Neighborhood Residential One land use, are located along major roadways which is a requirement of and compliant with Municipal Code buffering and transitioning requirements.

MOTION: ***Councilmember Love moved to approve an ordinance of Eagle Mountain City, Utah, amending the Future Land Use Map of the General Plan for certain lands known as Ault Farms. Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.***

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13.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving a Master Development Plan and Rezone for Ault Farms.

Mayor Westmoreland opened the public hearing at 10:06 p.m. As there were no comments, he closed the hearing.

MOTION: ***Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, approving a master development plan and rezone for Ault Farms with the following conditions:***

1. ***The row of R2 units directly west of the FR zone in Phases A4 and B6 shall be zoned as R1;***
2. ***The remaining zoning shall remain as presented in the zoning map exhibit;***
3. ***No density transfers shall be allowed for schools or churches;***
4. ***Unit counts shall not exceed the number listed on the master plan tabulations per each zone designation and all units shall comply with Eagle Mountain Municipal Code design standards;***
5. ***The southern 214 acres to the south are excluded from the approval and require a separate agreement;***
6. ***A parks plan with detailed conceptual designs shall be included in the master development agreement and submitted prior to the approval of the master development agreement;***
7. ***The approval of the master development plan shall be contingent upon the approval of the master development agreement;***
8. ***The applicant shall work with the City to improve the open space to the north of the development;***
9. ***The applicant shall provide Commercial Neighborhood concept plans prior to the approval of the master development agreement; and***
10. ***Phasing shall occur as indicated on the phasing map and only slight modifications to the phasing schedule shall be permitted.***

Councilmember Clark requested Councilmember Burnham include the Planning Commission recommendation to divide the MDP into four master development plan areas. She confirmed with staff that the benchmark requirements will be included in the MDA.

Councilmember Burnham declined Councilmember Clark's request.

Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, and Carolyn Love. Those voting nay: Colby Curtis. The motion carried with a vote of 3:1.

Councilmember Clark explained that she does not desire to vote against a plan that implements many of the elements included in the General Plan. She understands the applicant's request for the exemption and is relying on the recent residential code changes to compensate for her concerns with the MDP.

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Councilmember Curtis stated that he appreciates the work put into the item but is hesitant to approve the plan as presented. He feels it needs additional work and would prefer the plan be divided into multiple MDPs.

14. CITY COUNCIL/MAYOR'S BUSINESS

None.

15. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Curtis
Councilmember Curtis reminded the public about the Military and Veterans ice cream social at the Senior Center on August 14, 2021, at 7:00 p.m.

Councilmember Burnham
Councilmember Burnham said the Senior Citizen Advisory Board is holding a meet the candidate event for on July 26, 2021, at 5:00 p.m.

Councilmember Love
Councilmember Love noted that ShopFest is coming up on August 7, 2021.

Councilmember Clark
Councilmember Clark inquired regarding the Parks and Recreation Advisory Board's request for direction and to report on their observations on unimproved, improved, and natural open space and their directive to assist with the Flip the Strip program.

Mayor Westmoreland directed staff to include a Parks and Recreation Advisory Board discussion item on the August 17, 2021 City Council work session agenda.

16. COMMUNICATION ITEMS

16.A. Financial Report

16.B. Upcoming Agenda Items

17. ADJOURNMENT

MOTION: ***Councilmember Clark moved to adjourn the meeting at 10:22 p.m. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Melissa Clark, Colby Curtis, and Carolyn Love. The motion passed with a unanimous vote.***

The meeting was adjourned at 10:22 p.m.

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Approved by the City Council on August 3, 2021.

_____

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

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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**

TITLE:	SITE PLAN - SilverLake Plat 31
ITEM TYPE:	Site Plan
FISCAL IMPACT:	
APPLICANT:	Flagship Homes

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
Neighborhood Residential 2	Silverlake MDP	3.65	Silverlake

PUBLIC HEARING:
No

PREPARED BY:
Tayler Jensen, Planning

PRESENTED BY:
Tayler Jensen

RECOMMENDATION:

BACKGROUND:
Silverlake 31 is located within the Silverlake Master Development Plan and agreement which was last amended in January of 2013. Silverlake 31 is located within "area C" which is designated for single family, patio, garden court, cluster, and multifamily development. The SilverLake South Preliminary Plat was approved on October 1, 2019,and included this area; however, multifamily developments require site plan approvals. This proposal is for 24 lots (18 cluster lots and 6 townhomes) located on approximately 3.65 acres.

ITEMS FOR CONSIDERATION:
It should be noted that while this approval is strictly for Silverlake plat 31, many of the issues (parking, open space, roads) are shared with Plat 32. For this reason the applicant has provided a contextual plan showing how Silverlake 31 and 32 fit together.

<u>Collector Road Fencing</u>
A number of units in this development back onto the existing and future extensions of SilverLake Parkway and Golden Eagle Road. Per 16.35.090 Collector road fencing consistent with existing collector road fencing in Silverlake shall be constructed along the rear and side lot lines of any unit that does or will abut Golden Eagle Road or Silverlake Parkway prior to issuance of a certificate of

occupancy for those units.

Parking

Per 17.55.120 C townhomes and cluster home developments require 2 parking stalls per unit located within a fully enclosed garage plus 1 guest parking space per 3 dwelling units. With 24 units in plat 31, 8 guest parking stalls are required and 7 guest parking stalls are provided which is 1 stall under this requirement. The total number of units in Silverlake 31 and 32 is 115 units which requires 39 guest parking stalls; currently 34 parking stalls are provided within the two plats leaving a shortage of 5 parking stalls.

Right-Of-Way

The applicant is proposing a 40' wide private ROW throughout the project that includes 27' of pavement and 4' sidewalks. Staff recommends the ROW be increased to 43' and include 28' of pavement and 5' sidewalks, which would bring it to the Local ROW standard minus 10' of park strips. The roads can then be public or private.

Parks and Open Space

The applicant is proposing a total of 1.46 acres of open space to serve Silverlake 31 and 32; they are proposing to add benches/picnic tables, 126 trees, a tot lot and leaving property for the city to add a natural trail. The parks plan shows a large amount of turf grass; staff recommends utilizing more water-wise landscaping throughout the development particularly behind buildings, in park strips, and areas that are not usable as play space.

Lift Station

The applicant is showing space for a sewer lift station on the Southeast corner of phase 32.

Multifamily Design Standards

Townhomes are subject to the design standards found in 17.72 of Eagle Mountain Municipal Code. It is worth noting that townhomes have been built throughout the Silverlake development utilizing identical elevations.

Per 17.72.030 A 2 buildings should be located facing internal streets and facing onto improved open spaces. The proposed elevations have garages towards a private ROW and back onto open space. The rear

elevations don't include the same materials or features as the front elevations, and should be updated to include the same features as the front elevations since they are backing onto improved open space.

The elevations are similar to the other townhomes in Silverlake in compliance with 17.72.040 A

17.72.040 B defines main entrance requirements. While there are sheltering elements over them, the front doors are set back behind the garage doors, and are secondary to the garages.

The elevations provide multiple roof planes and sloping roofs in compliance with 17.72.040 C

17.72.040 D Requires building articulation, while appropriate articulation is provided on the front elevations the side and rear walls are flat and do not contain articulation.

Per 17.72.040 E 2 Multifamily buildings shall include a majority of the following: Shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grilles and railing, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows, all sides of the building shall include the chosen details. While the front elevations largely meet this requirement, the side and rear elevations do not comply.

REQUIRED FINDINGS:
Site plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100.080. The Silverlake Master Development Agreement should also be considered when reviewing this application.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission voted 3:2 to recommend approval of the SilverLake 31 Site Plan with the following conditions:

1. Collector road fencing shall be consistent with the existing

collector road fencing in SilverLake and shall be constructed along the rear and side lot lines of any unit that does or will abut Golden Eagle Road or Silverlake Parkway, prior to issuance of a Certificate of Occupancy.

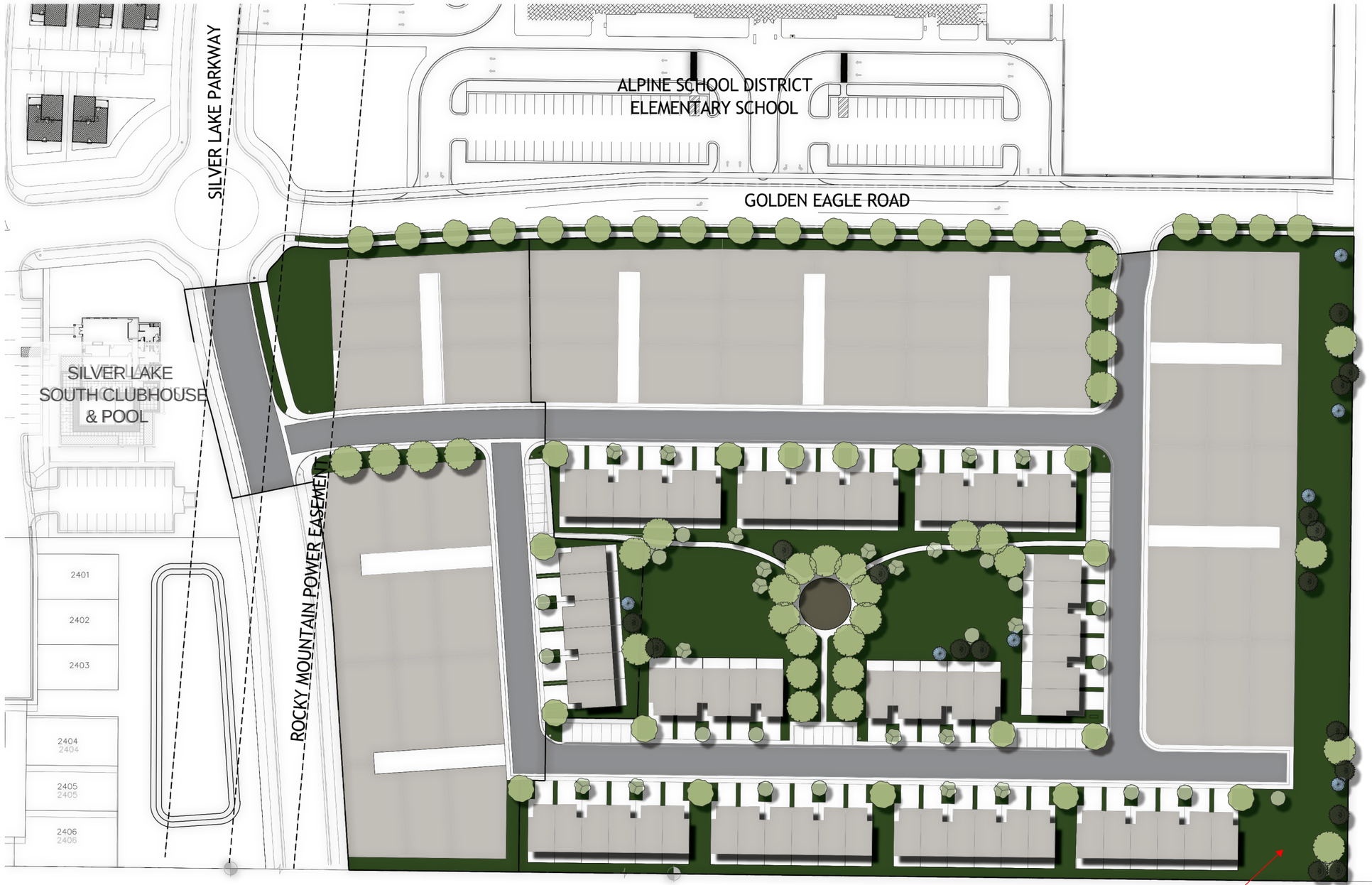
2. One additional parking stall shall be required for Silverlake Phase 31 and/or five (5) additional parking stalls shall be provided for Silverlake Phases 31 and 32.
3. The amount of water-wise landscaping shall be increased by replacing turf behind buildings in park strips and other areas that are not usable as play areas.
4. Rear and side elevations shall include similar materials as the front elevations.

Commissioner Wright explained that he voted against because he felt the City should require at least a 43' ROW, and he disapprove of approving private roads.

Commissioner Everett voted against the approval because he believes the elevations do not comply with EMMC 17.72.030(C) and feels the project has disproportionately included front-loaded units when the MDA proposed a mix of both rear and front-loaded products.

ATTACHMENTS:

Landscape Plans
Site Plans
Townhome Elevations
Silverlake South Prelim Plat



SARATOGA SPRINGS

SARATOGA SPRINGS

SILVER LAKE 31 & 32 SUMMARY

Total Dwelling Units: 115
Town Homes: 64
Cluster Homes: 51

Open Space: ±3.0 ac.
- Open Lawn Area
- Tot Lot
- Benches
- Shade Trees
- Area for Natural Trail by City

Visitor Parking Stalls 34

Amenities Worksheet needed

Utilize more water-wise landscaping, especially behind buildings, in park strips, and areas that are not very usable as park space.

Is the canal located on the eastern edge? Are you allowed to landscape that? Or do we need to give them access like in the northern section, with a gravel road, etc.? The aerial shows part of the canal pond on the property.

Is there a lift station in this location? Show it.

SILVER LAKE PHASES 31 & 32

site plan application

PARKS & OPEN SPACE WORKSHEET

Silver Lake 31 & 32

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

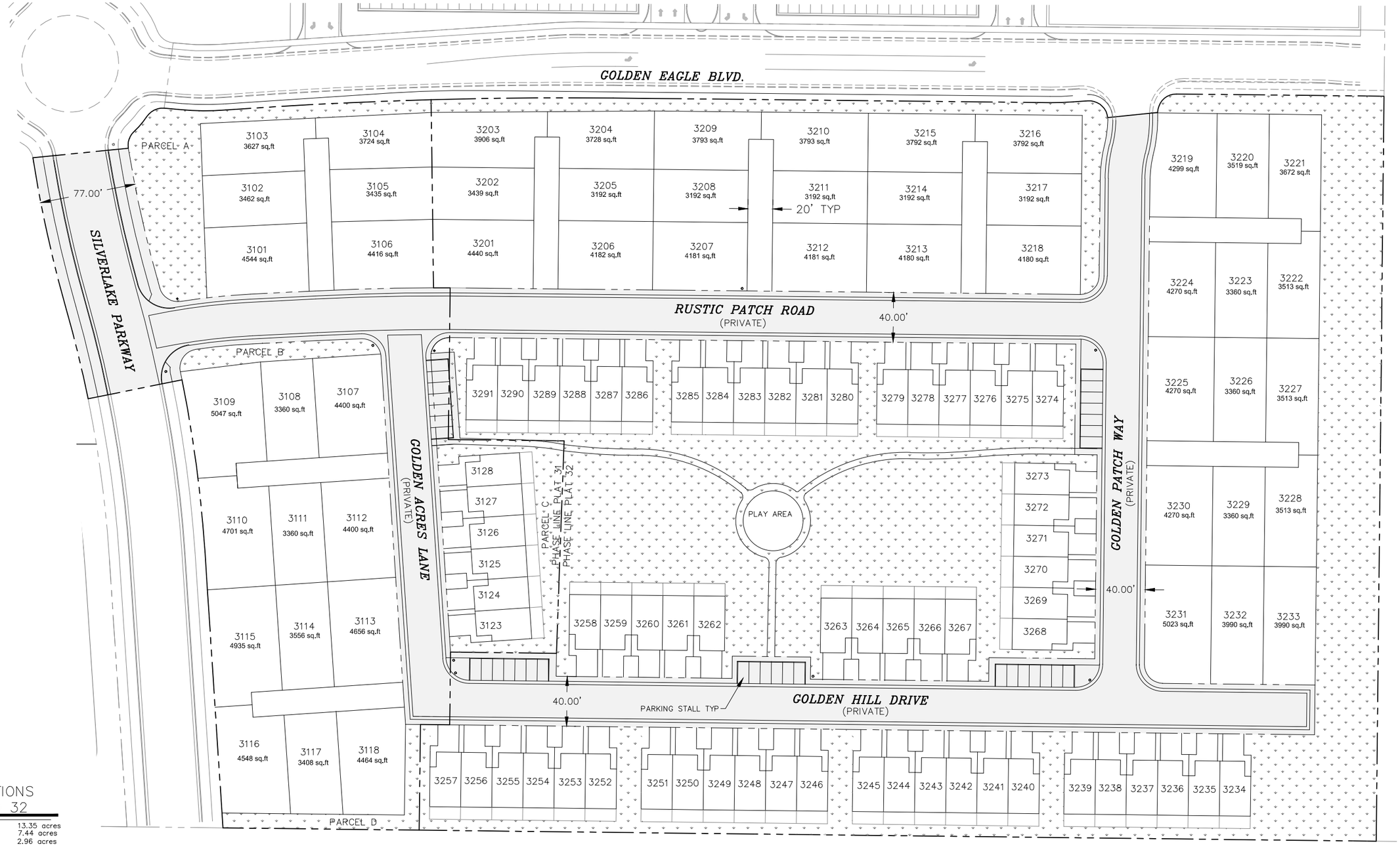
Required Improved Open Space				
Residential Lots / Units		**Required Open Space (Square Feet)[a]**		**Required Open Space (Acres)[b]**
64	x 1,000 =	64,000 **sq ft**	/ 43,560 =	1.46 **Acres**

Park Fee-In-Lieu (if applicable)		
Required Open Space (Square Feet)[a]		**Total Fee-In-Lieu**
_____ **sq ft**	x $5.75 =	$_____

Required Amenity Points		
Required Open Space (Acres)[b]		**Required Amenity Points**
1.46 **Acres**	x 100 =	146 **Points**

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	**Points Available**	**Proposed Quantities**	**Proposed Points**
Bench / Picnic Table (w/ shade structure or trees)	2	4	8
Bicycle Rack (4+ bikes)	2		
Trees (5) (A majority must be shade trees)	2	126/5=25.2	50
Shade Structure	4		
Drinking Fountain	5		
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6		
Parking* (5 stalls)	6		
Swings (4+ swings)	7		
Concrete Basketball Court (1/2)	20		
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4		
Playground Equipment* per $1,000	2	50	100
Splash Pad* per $1,000	2		
Tennis Court (6,600 sq ft or 55'x120')	100		
Sports Court (6,600 sq ft or 55'x120')	100		
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: natural trail corridor provided from MDA	Varies		
Other:	Varies		
TOTAL			158

** Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.*



AREA TABULATIONS
PHASE 31 AND 32

ACREAGE:	13.35 acres
ACREAGE IN LOTS:	7.44 acres
ACREAGE IN ROADS:	2.96 acres
ACREAGE IN OPEN SPACE:	2.95 acres
SINGLE FAMILY LOTS:	51 LOTS
TOWNHOME UNITS:	64 LOTS
TOTAL LOTS:	115 LOTS
LARGEST LOT:	5,023 SF
SMALLEST LOT:	3,192 SF
UNIT DENSITY:	8.6 LOTS PER ACRE
OFFSTREET PARKING:	34 STALLS

0 40 80 120

(24"x36")
SCALE: 1" = 40'
(11"x17")
SCALE: 1" = 80'

REVISIONS

NO.	DATE	DESCRIPTION	BY
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DATE:	5/26/21
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CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN, UTAH

SILVERLAKE PHASE 31 & 32
A RESIDENTIAL SUBDIVISION

SITE PLAN

JOB SL28

SHEET NO. 1

SILVERLAKE PLAT 31 CONSTRUCTION PLANS

EAGLE MOUNTAIN, UTAH

A PARCEL OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,

prepared for:

SILVER LAKE LAND L.L.C.
170 SOUTH INTERSTATE PLAZA SUITE 250
LEHI, UT 84043
PHONE: (801)766-2592

prepared by:

TRANE ENGINEERING
27 EAST MAIN STREET
LEHI, UT 84043
PHONE: (801) 768-4544

SHEET INDEX

SHEET NO.	SHEET NAME
1	COVER SHEET
2	SITE PLAN
3	UTILITY PLAN
4	GRADING & DRAINAGE PLAN
5	PLAN & PROFILES
6	STORM WATER POLLUTION PREVENTION PLAN
PLAT	FINAL PLAT

GENERAL NOTES:

1) AS-BUILT DRAWING, FORMATTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS, SHALL BE SUBMITTED TO THE CITY UPON COMPLETION OF THE PUBLIC IMPROVEMENTS; INCLUDING GPS COORDINATES AND ELEVATIONS FOR UTILITIES.
2) ALL CONSTRUCTION IS TO BE DONE AS PER EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
3) CONTRACTOR TO ENSURE ALL ADA REQUIREMENTS ARE MET AND CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND DRAWINGS.
4) PRIOR TO COMMENCEMENT OF ANY WORK, A PRECONSTRUCTION MEETING WILL BE HELD WITH THE EAGLE MOUNTAIN CITY STAFF, THE CONTRACTOR, ALL SUBCONTRACTORS AND THE PROPERTY OWNER.

EAGLE MOUNTAIN CITY GENERAL NOTES:

SEWER–

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

WATER–

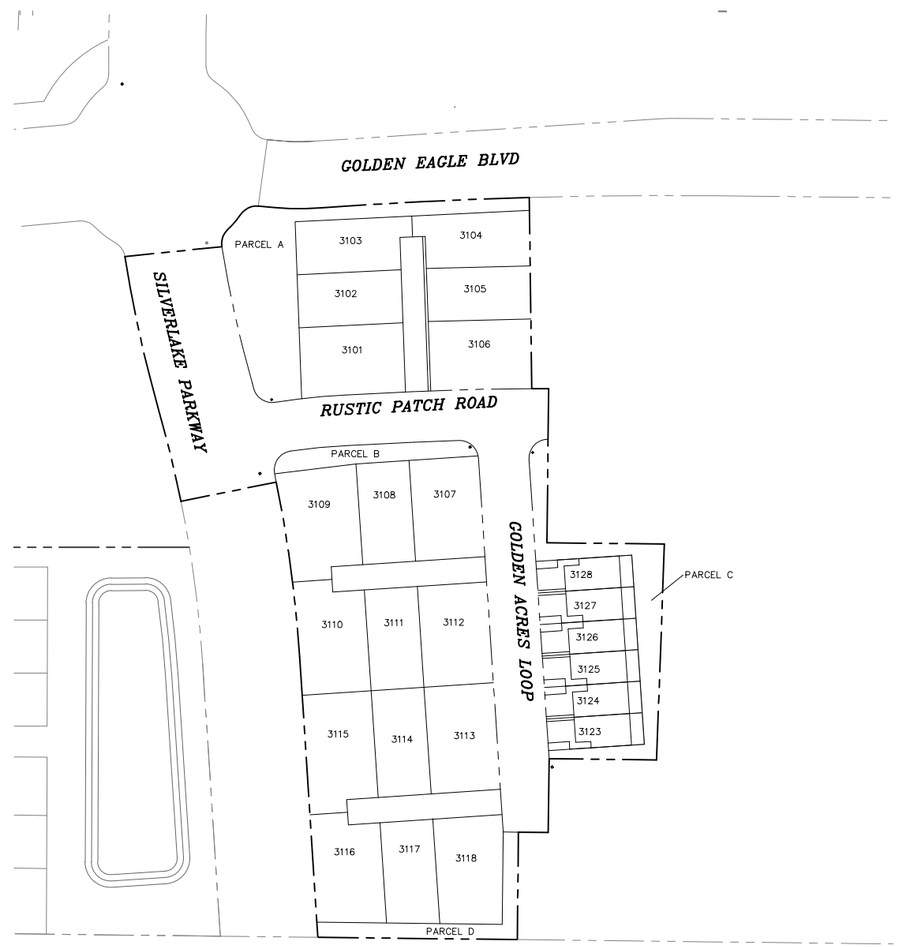
Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12"and larger to be butterfly valves.
Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12"above pipe (minimum).
Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
Services & Fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
Setters: all setters to be 21"tall (minimum), have unions at the base and be dual check model, also ¾"setters to have double braces. Setters to be set at: 18"to 22"from the top of setter to top of lid.
Water can lid: all lids to say "Eagle Mountain"on them recessed with a hole for the ERT and to be set at level to 1"above the plane of the curb & sidewalk.
Water Can: the water can for 3/4" & 1" services will need to be 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specifications.
Hydrants: hydrants to be 5' bury (minimum).
Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
Water fittings: all water fittings to be checked for thrust blocks (pre &post) and GIS (shot before backfill.
Vertical separation: water main to maintain 18"minimum separation from storm drain or other obstacles/utilities.
Water line fittings: all fittings to have mega-lug followers.
Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN–

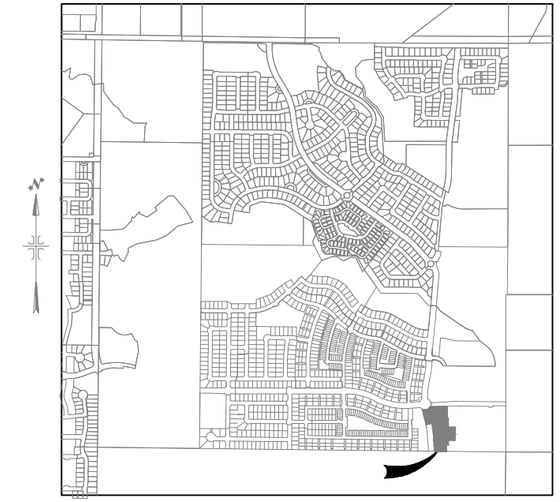
Bedding: ¾"gravel 6"below and on sides of pipe & 12"above pipe (minimum).
ADS: all ADS pipe to be "HP"brand.
Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & and post collar pour.
Man holes: manholes to be within 1' of finished grade. 12"of whirly gig form (max)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

ROAD SECTION–

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



SITE MAP
NTS



REGISTERED PROFESSIONAL ENGINEER # 362346 TONY G. TRANE STATE OF UTAH

REVISIONS					
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:	TGT
1				DRAWN BY:	TT
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3				DATE:	10/26/20
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CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

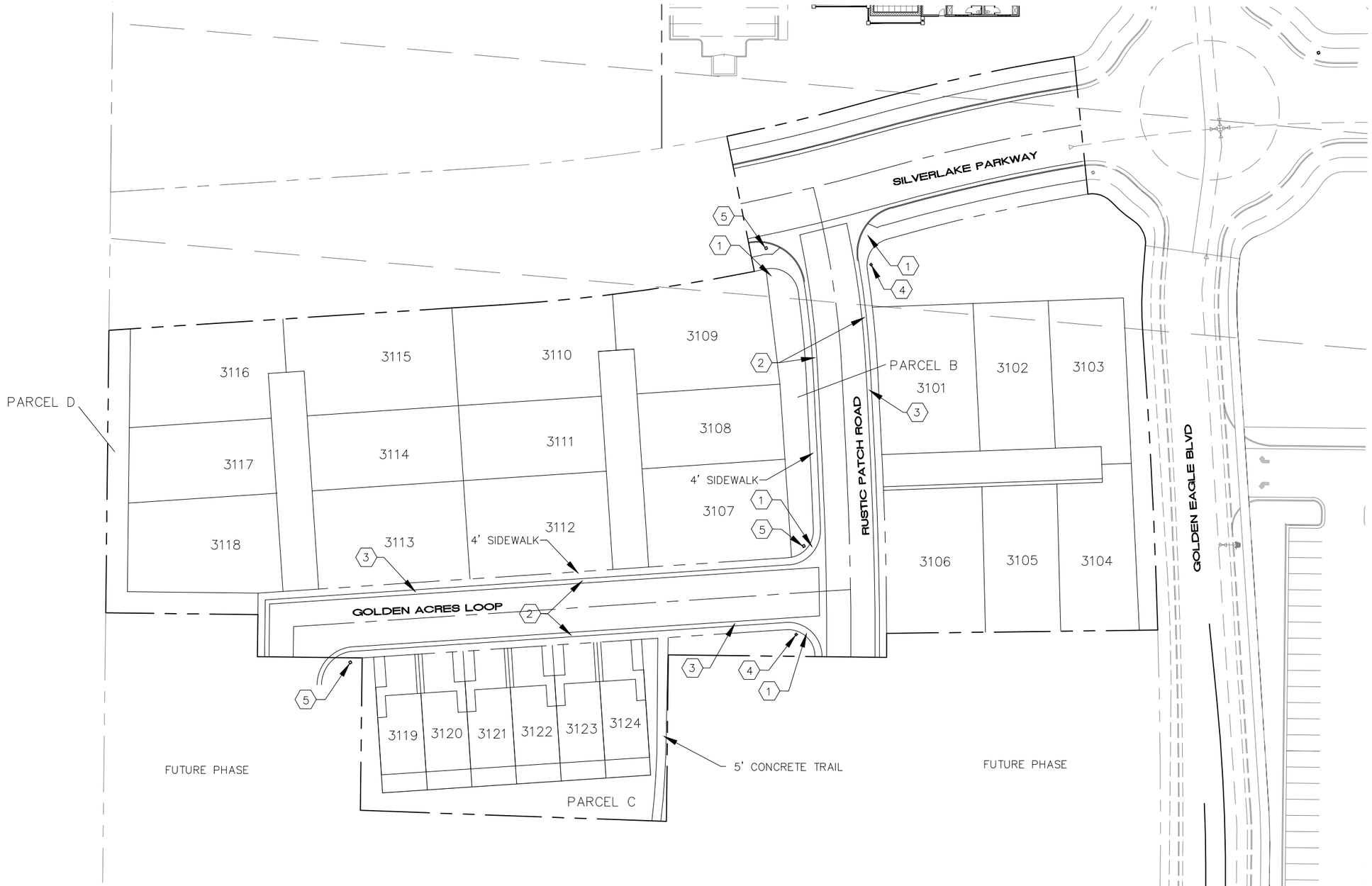
EAGLE MOUNTAIN, UTAH

SILVERLAKE PHASE 31
A RESIDENTIAL SUBDIVISION

COVER SHEET

JOB SL31

SHEET NO. 1



KEYED NOTES

1. CONSTRUCT ADA RAMP AS PER EAGLE MOUNTAIN CITY STANDARDS
2. CONSTRUCT 5' CONCRETE SIDEWALK
3. CONSTRUCT 2.5' CONCRETE MOUNTABLE CURB AND GUTTER
4. STREET AND STOP SIGNS AS PER EAGLE MOUNTAIN CITY STANDARDS
5. INSTALL STREET LIGHT PER EAGLE MOUNTAIN CITY STANDARDS

AREA TABULATIONS

ACREAGE:	3.432 acres
ACREAGE IN LOTS:	2.857 acres
ACREAGE IN ROADS:	1.008 acres
SINGLE FAMILY LOTS:	18 LOTS
AVERAGE LOT SIZE:	3,560
TOWNHOME UNITS:	6 LOTS
TOTAL LOTS:	24 LOTS
LARGEST LOT:	5,047 SF
SMALLEST LOT:	3,123 SF
UNIT DENSITY:	7 LOTS PER ACRE

0 30 60 90

(24"x36")
SCALE: 1" = 30'
(11"x17")
SCALE: 1" = 60'

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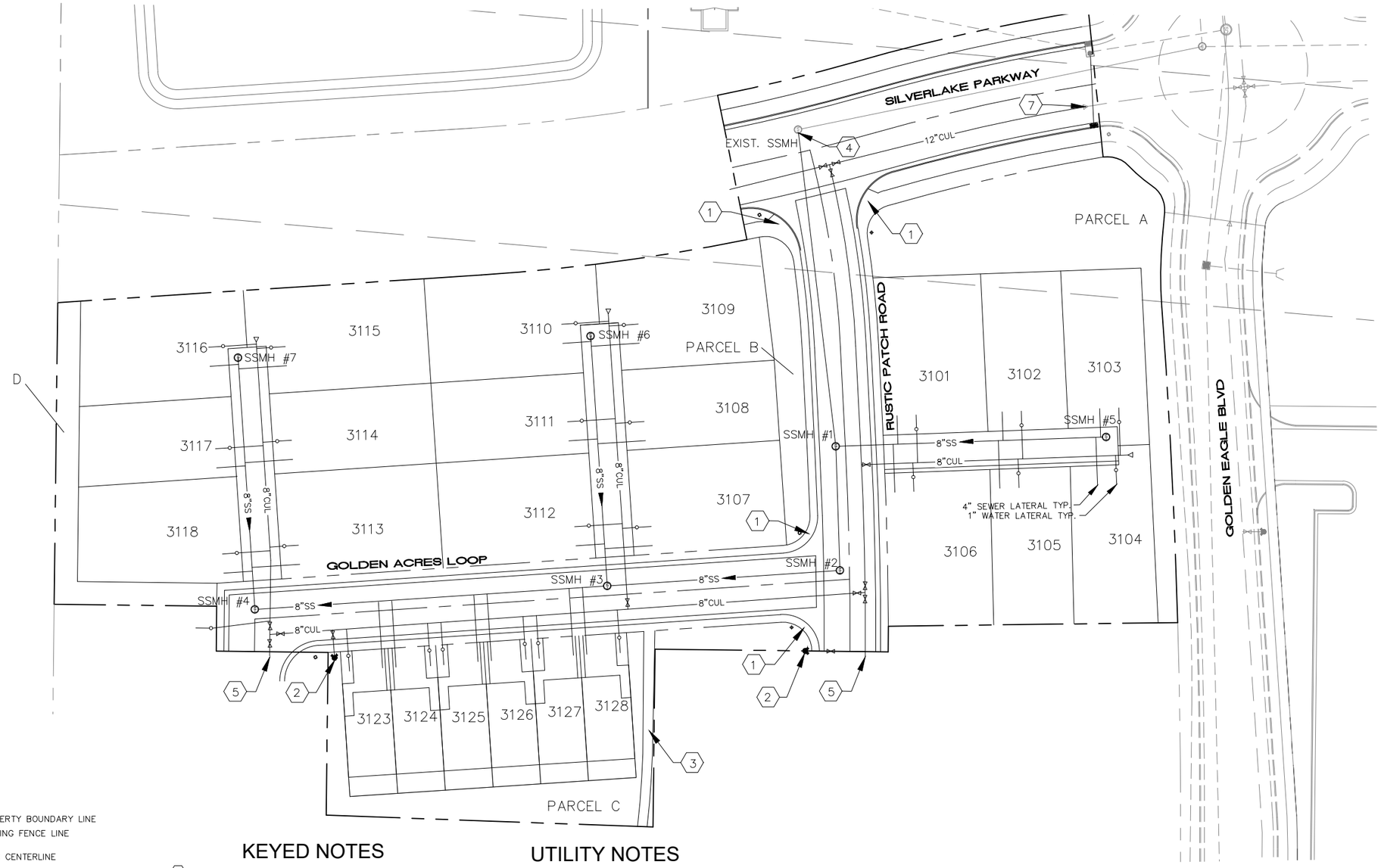
EAGLE MOUNTAIN, UTAH

SILVERLAKE PHASE 31
A RESIDENTIAL SUBDIVISION

SITE PLAN

JOB SL28

SHEET NO. 2



LEGEND

- PROPERTY BOUNDARY LINE
- EXISTING FENCE LINE
- ROAD CENTERLINE
- EASEMENT LINE
- CUL — PROPOSED PVC CLASS-200 SDR-21 CULINARY WATERLINE
- 8"SS — PROPOSED PVC SDR-35 SEWER W/ MH
- EXISTING STORM DRAIN W/ MH
- EXISTING SANITARY SEWER W/ MH
- EXISTING CULINARY OR SECONDARY PIPE (SIZE AND TYPE SHOWN)
- FIRE HYDRANT
- WATER VALVE
- BLOW OFF

KEYED NOTES

1. CONSTRUCT ADA RAMP AS PER EAGLE MOUNTAIN CITY STANDARDS
2. INSTALL FIRE HYDRANT AS PER EAGLE MOUNTAIN CITY STANDARDS
3. CONSTRUCT 5' CONCRETE SIDEWALK
4. CONNECT INTO EXISTING SEWER MANHOLE. CONTRACTOR TO VERIFY INVERT ELEVATION AND LOCATION.
5. END AND CAP WATERLINE FOR FUTURE CONSTRUCTION WITH 2" TEMPORARY BLOWOFF
6. STUB AND CAP 8" SEWER FOR FUTURE CONNECTION
7. CONNECT INTO EXISTING 12" CULINARY LINE WITH CONSTRUCTION VALVE

UTILITY NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. ALL ADA REQUIREMENTS TO BE CONSTRUCTED IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
3. CULINARY WATER – 48" MIN. DEPTH TO TOP OF PIPE 8" & 12" C900 PVC.
4. SEWER 8" SDR-35 PVC PIPE WITH MANHOLES AS NOTED.
5. WATER TEES, ELBOWS, PIPE BEDDING AND TRENCHES SHALL BE INSTALLED AS PER EAGLE MOUNTAIN CITY STANDARDS.
6. ALL VALVES ARE TO BE FLANGED TO THE TEE.

0 30 60 90

(24"x36")
SCALE: 1" = 30'
(11"x17")
SCALE: 1" = 60'

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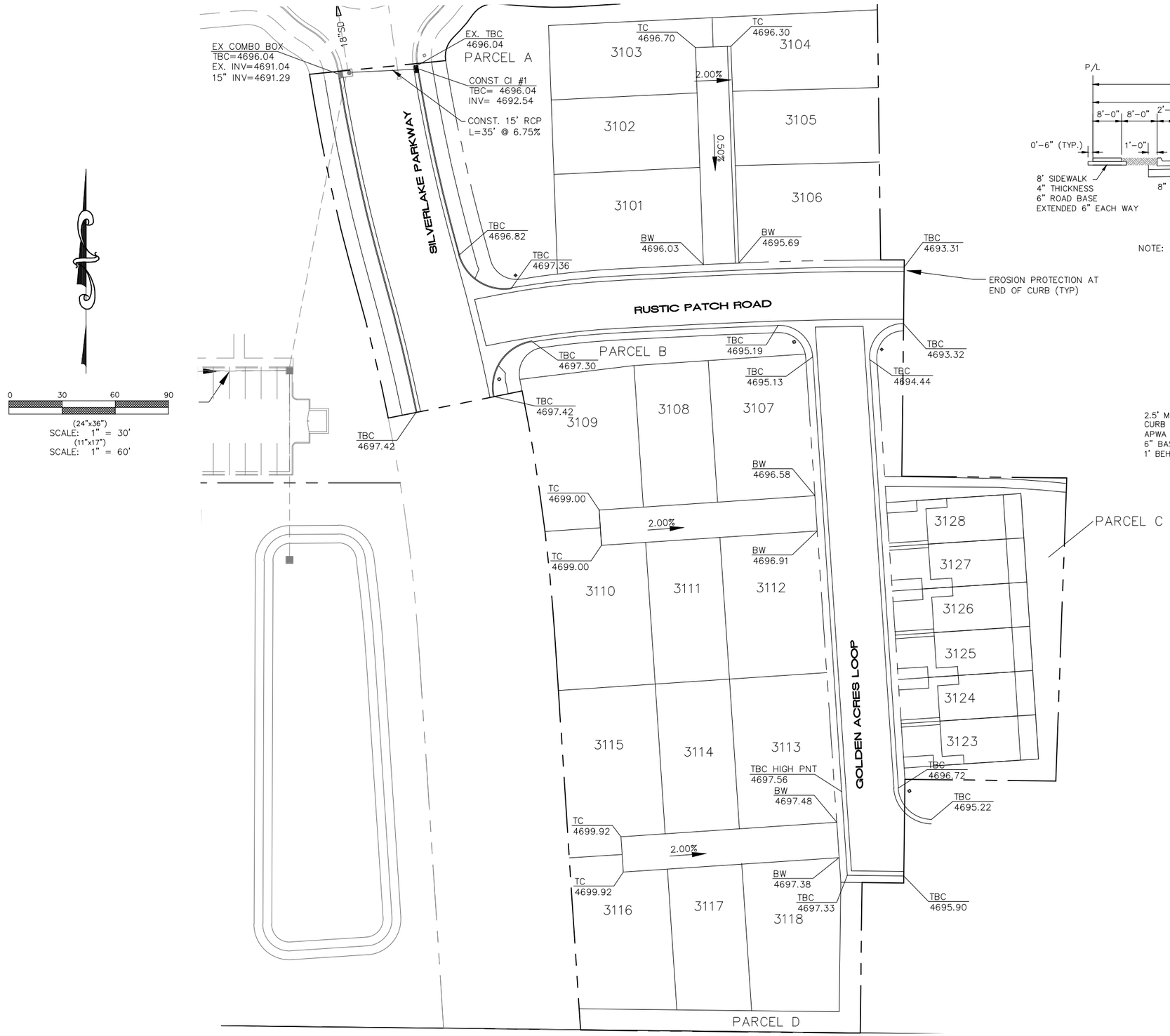
EAGLE MOUNTAIN, UTAH

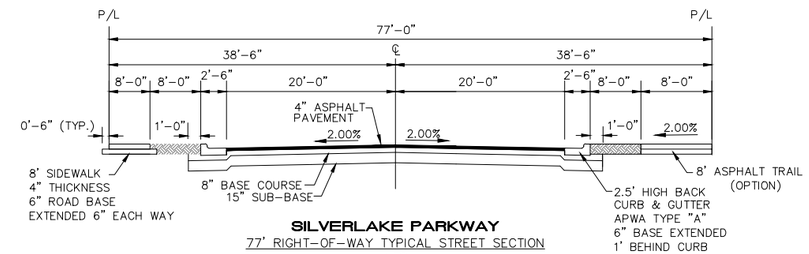
SILVERLAKE PHASE 31
A RESIDENTIAL SUBDIVISION

UTILITY PLAN

JOB SL28

SHEET NO. 3



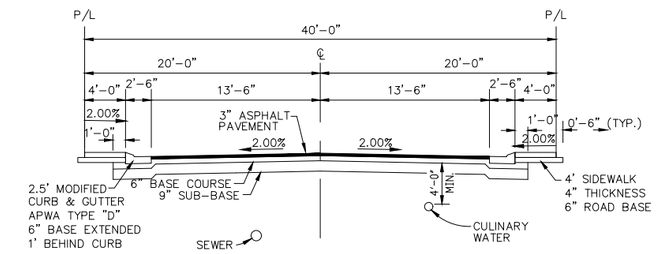


SILVERLAKE PARKWAY

77' RIGHT-OF-WAY TYPICAL STREET SECTION

-NTS-

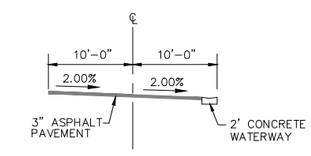
NOTE: 4" ASPHALT SECTION IS AT THE REQUEST OF EAGLE MOUNTAIN CITY



40' RIGHT-OF-WAY PRIVATE DRIVE SECTION

-NTS-

RUSTIC PATCH ROAD AND GOLDEN ACRES LOOP



20' DRIVE ACCESS/DRAINAGE CHANNEL

-NTS-

GENERAL NOTES

1. ALL CONSTRUCTION TO BE DONE ACCORDING TO EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR TO MEET ALL ADA REQUIREMENTS FOR THE SITE.

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EAGLE MOUNTAIN, UTAH

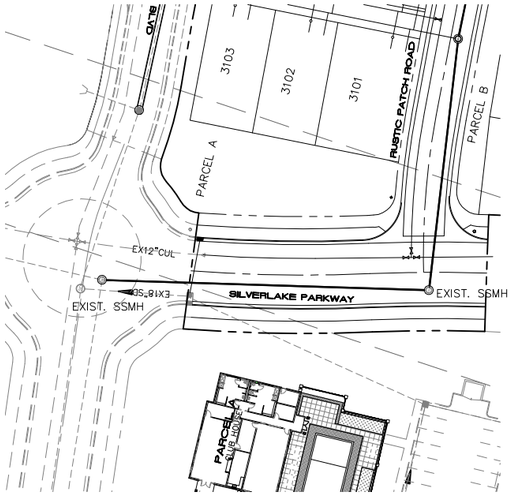
SILVERLAKE SOUTH PHASE 31

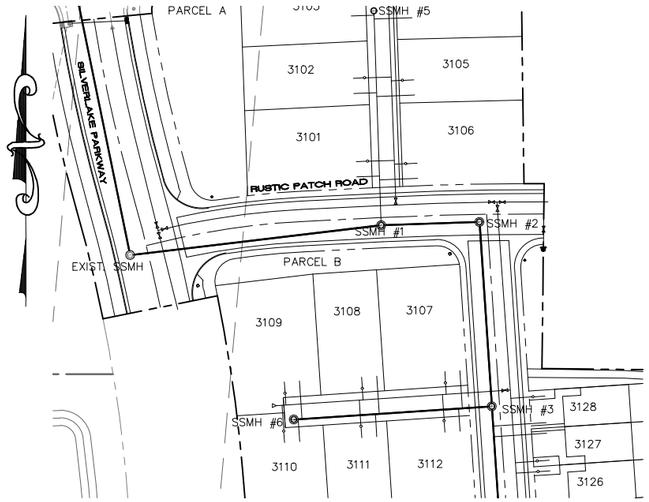
A RESIDENTIAL SUBDIVISION

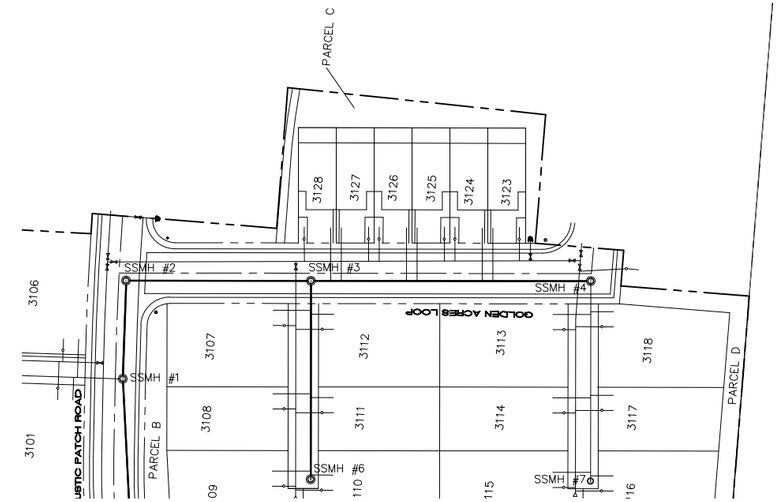
GRADING PLAN PHASE 31

JOB SL31

SHEET NO. 4







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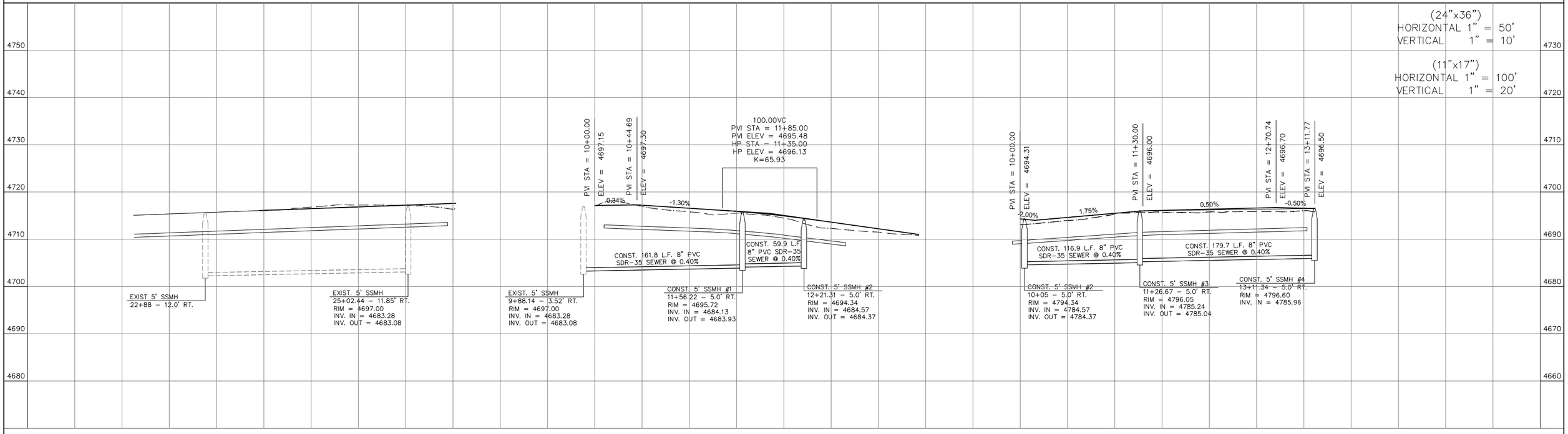
(24"x36")
SCALE: 1" = 50'
(11"x17")
SCALE: 1" = 100'

(24"x36")
HORIZONTAL 1" = 50'
VERTICAL 1" = 10'

(11"x17")
HORIZONTAL 1" = 100'
VERTICAL 1" = 20'



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EAGLE MOUNTAIN, UTAH

SILVERLAKE PHASE 31

A RESIDENTIAL SUBDIVISION

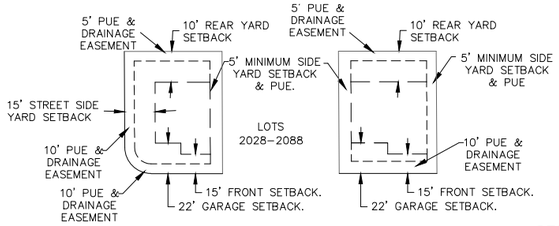
STA. 10+00 – STA. 13+11
PLAN & PROFILE

JOB
SLL

SHEET NO.
5

SILVERLAKE PLAT "31"

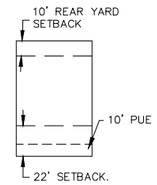
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH



TYPICAL CORNER LOT TYPICAL INTERIOR LOT

SETBACK AND EASEMENT DETAIL

-NTS-

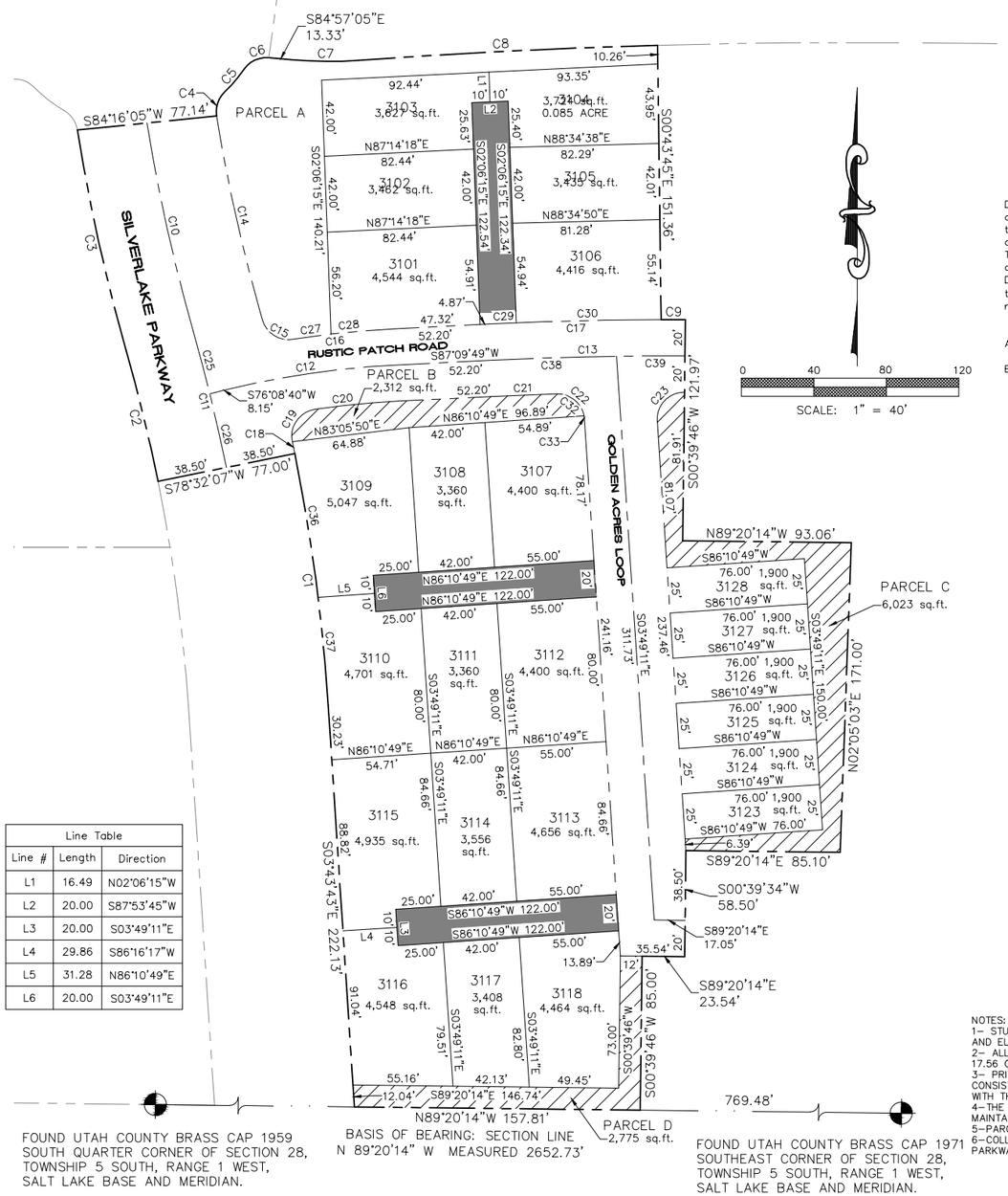


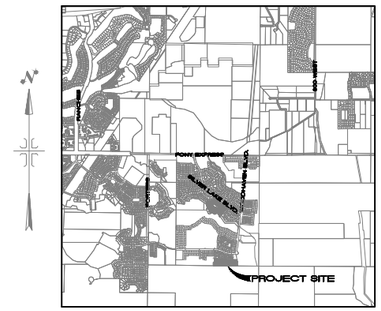
SETBACK & EASEMENT DETAIL

TYPICAL TOWNHOME LOT

-NTS-

LAND USE	
ACREAGE:	3.65 acres
ACREAGE IN LOTS:	1 acres
ACREAGE IN ROADS:	1. acres
SINGLE FAMILY LOTS:	18 LOTS
AVE. SINGLE FAMILY LOT:	3,
TOWNHOME UNITS:	10 LOTS
TOTAL LOTS:	28 LOTS
LARGEST SINGLE FAMILY LOT:	4, SF
SMALLEST SINGLE FAMILY LOT:	3, SF
UNIT DENSITY:	7.67 LOTS PER ACRE





VICINITY MAP

NTS

0 40 80 120

SCALE: 1" = 40'

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	140.08	1037.50	7°44'10"	139.98	N07°35'48"W
C2	74.20	960.50	4°25'33"	74.18	N13°40'39"W
C3	124.79	1039.50	6°52'41"	124.71	S12°27'05"E
C4	14.68	15.00	56°03'43"	14.10	S18°45'21"W
C5	16.29	75.00	12°26'37"	16.26	N40°33'54"E
C6	15.89	15.00	60°42'19"	15.16	S64°41'45"W
C7	36.33	226.50	9°11'26"	36.29	S89°32'48"E
C8	165.30	3765.00	2°30'56"	165.29	S87°06'57"W
C9	13.37	2020.00	0°22'46"	13.37	N89°56'58"W
C10	117.96	1001.00	6°45'07"	117.89	S12°30'53"E
C11	77.17	999.00	4°25'33"	77.15	N13°40'39"W
C12	96.16	500.00	11°01'09"	96.01	S81°39'15"W
C13	107.25	2000.00	3°04'21"	107.24	S88°42'00"W
C14	111.13	962.50	6°36'56"	111.07	S12°34'58"E
C15	21.83	15.00	83°23'25"	19.96	S57°21'15"E
C16	56.39	520.00	6°12'46"	56.36	S84°03'26"W
C17	108.47	2020.00	3°04'36"	108.46	S88°42'07"W
C18	6.67	1037.50	0°22'05"	6.67	N11°38'55"W
C19	24.48	15.00	93°29'33"	21.85	S34°54'49"W
C20	46.11	480.00	5°30'14"	46.09	S84°24'42"W
C21	35.39	1980.00	1°01'27"	35.39	S87°40'33"W
C22	23.04	15.00	87°59'33"	20.84	N47°48'57"W
C23	24.62	15.00	94°03'06"	21.95	S43°12'22"W
C25	35.48	999.00	2°02'05"	35.48	N14°52'23"W
C26	41.69	999.00	2°23'28"	41.69	N12°39'37"W
C27	21.23	520.00	2°20'22"	21.23	S82°07'14"W
C28	35.15	520.00	3°52'25"	35.15	S85°13'37"W
C29	15.13	2020.00	0°25'45"	15.13	S87°22'41"W
C30	79.97	2020.00	2°16'06"	79.96	S88°43'37"W
C32	21.20	15.00	80°58'26"	19.48	N51°19'31"W
C33	1.84	15.00	7°01'07"	1.84	N07°19'45"W
C36	86.95	1037.50	4°48'07"	86.93	N09°25'54"W
C37	59.80	1037.50	3°18'08"	59.79	N05°22'47"W
C38	69.56	2000.00	1°59'34"	69.55	S88°09'36"W
C39	37.69	2000.00	1°04'48"	37.69	S89°41'46"W

Line Table		
Line #	Length	Direction
L1	16.49	N02°06'15"W
L2	20.00	S87°53'45"W
L3	20.00	S03°49'11"E
L4	29.86	S86°16'17"W
L5	31.28	N86°10'49"E
L6	20.00	S03°49'11"E

DOMINION GAS COMPANY APPROVAL

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

Approved this _____ day of _____ 20 ___ Dominion Gas Company

By: _____ Title: _____

ROCKY MOUNTAIN POWER APPROVAL

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

ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL

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

DIRECT COMMUNICATIONS DATE

FOUND SECTION CORNER

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

SECTION LINE

ROAD CENTER LINE

EASEMENT LINE

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3- PRIVACY FENCING FACING SILVERLAKE PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG SILVERLAKE PARKWAY.
4-THE LANDSCAPING ALONG SILVERLAKE PARKWAY TO BE MAINTAINED BY SILVERLAKE HOA.
5-PARCELS A, B AND C TO BE MAINTAINED BY SILVERLAKE HOA.
6-COLLECTOR ROAD FENCING REQUIRED ALONG SILVERLAKE PARKWAY PER AGREEMENT.

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

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "31" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 784.20 feet along the section line and North 140.39 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 03°49'11" West 63.00 feet; thence South 86°10'49" West 151.71 feet; thence North 03°43'43" West 30.23 feet; thence Northerly 140.08 feet along the arc of a 1,037.50 foot radius curve to the left, through a central angle of 07°44'10" the chord of which bears North 07°35'48" West 139.98 feet; thence South 78°32'07" West 77.00 feet; thence Northerly 74.20 feet along the arc of a 960.50 foot radius curve to the left, through a central angle of 04°25'33" the chord of which bears North 13°40'39" West 74.18 feet; thence Northerly 124.79 feet along the arc of a 1,039.50 foot radius curve to the right, through a central angle of 06°52'41" the chord of which bears North 12°27'05" West 124.71 feet; thence North 84°16'05" East 77.14 feet; thence Northeasterly 14.68 feet along the arc of a 15 foot radius curve to the right, through a central angle of 56°03'43" the chord of which bears North 18°45'21" East 14.10 feet; thence Northeasterly 16.29 feet along the arc of a 75 foot radius curve to the left, through a central angle of 12°26'37" the chord of which bears North 40°33'54" East 16.26 feet; thence Northeasterly 15.89 feet along the arc of a 15 foot radius curve to the right, through a central angle of 60°42'19" the chord of which bears North 64°41'45" East 15.16 feet; thence South 84°57'05" East 13.33 feet; thence Easterly 36.33 feet along the arc of a 226.50 foot radius curve to the left, through a central angle of 09°11'26" the chord of which bears South 89°32'48" East 36.29 feet; thence Easterly 311.66 feet along the arc of a 3,765 foot radius curve to the right, through a central angle of 04°44'34" the chord of which bears North 88°13'46" East 311.57 feet; thence South 89°23'57" East 33.39 feet; thence South 00°39'49" West 154.00 feet; thence North 89°23'57" West 51.17 feet; thence South 00°36'03" West 225.60 feet; thence North 89°23'57" West 22.87 feet; thence South 00°36'03" West 60.76 feet; thence South 86°10'49" West 125.48 feet to the point of beginning.

Parcel contains: 3.65 acres more or less.

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

DATE SURVEYOR (See Seal Below)

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.
PURSUANT TO UTAH CODE 10-9A-604(1d) THE OWNER HEREBY CONVEYS THE COMMON AREA, AS INDICATED HERON, TO THE SILVERLAKE MASTER HOME OWNERS ASSOCIATION, PO BOX 179, LEHI, UT, 84043

OWNER(S):

PRINTED NAME OF OWNER	AUTHORIZED SIGNATURE(S)

ACKNOWLEDGEMENT

STATE OF UTAH)
: S.S.
COUNTY OF UTAH)

On the _____ day of_____, 20___, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires _____ NOTARY PUBLIC SIGNATURE

COMMISSION NUMBER PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this _____day of_____, 20____

APPROVED BY MAYOR APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER (See Seal Below) ATTEST BY CITY RECORDER (See Seal Below)

PLAT "31"

SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

RECORDING INFORMATION

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDED SEAL

BACK ELEVATION

BACK ELEVATION

0 200 400 600

(24"x36")
SCALE: 1" = 200'
(11"x17")
SCALE: 1" = 400'

REVISIONS					
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:	TGT
1				DRAWN BY:	TJT
2				CHECK BY:	TGT
3				DATE:	09/11/2019
4				CDGO FILE:	

J:\GARRETT\AmericanFork\dwg\PLAT A\02 UTILITY.dwg

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

EAGLE MOUNTAIN, UTAH

SILVERLAKE SOUTH
A RESIDENTIAL SUBDIVISION

OVERALL PRELIMINARY LAYOUT

JOB
SILVERLAKE

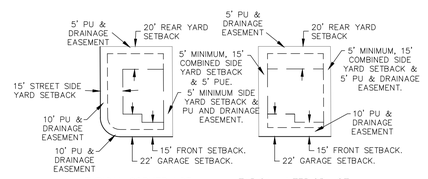
SHEET NO.
1

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°20'14" West 1991.65 feet along the section line and North 802.35 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence Westerly 66.49 feet along the arc of a 835 foot radius curve to the left, through a central angle of 04°33'45" the chord of which bears North 87°04'07" West 66.48 feet; thence North 89°21'00" West 12.72 feet; thence Northwesterly 23.44 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°32'20" the chord of which bears North 44°34'50" West 21.13 feet; thence North 89°25'20" West 40.00 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°59'10" the chord of which bears South 45°10'55" West 21.21 feet; thence North 89°49'30" West 386.01 feet; thence Northwesterly 23.57 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'50" the chord of which bears North 44°49'05" West 21.22 feet; thence North 89°49'59" West 53.00 feet; thence Southwesterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 89°59'10" the chord of which bears South 45°10'55" West 21.21 feet; thence North 89°49'30" West 665.95 feet; thence North 00°11'20" East 89.99 feet; thence North 25°47'09" East 58.77 feet; thence North 00°36'45" East 408.09 feet; thence North 00°34'41" East 360.67 feet; thence South 89°23'16" East 90.11 feet; thence North 89°05'23" East 53.02 feet; thence South 89°23'16" East 90.10 feet; thence North 00°36'41" East 65.30 feet; thence Northeasterly 246.82 feet along the arc of a 528.50 foot radius curve to the left, through a central angle of 26°45'30" the chord of which bears North 70°54'47" West 244.58 feet; thence Southeasterly 20.41 feet along the arc of a 15 foot radius curve to the right, through a central angle of 77°57'03" the chord of which bears South 83°29'26" East 18.87 feet; thence North 57°34'33" East 54.30 feet; thence Northerly 24.65 feet along the arc of a 15 foot radius curve to the right, through a central angle of 94°09'07" the chord of which bears North 01°36'41" East 21.97 feet; thence North 48°09'44" East 143.86 feet; thence Southeasterly 22.31 feet along the arc of a 15 foot radius curve to the right, through a central angle of 85°13'51" the chord of which bears South 89°13'21" East 20.31 feet; thence North 51°05'03" East 53.54 feet; thence Northerly 25.05 feet along the arc of a 15 foot radius curve to the right, through a central angle of 95°40'14" the chord of which bears North 00°19'37" East 22.24 feet; thence North 48°09'44" East 73.71 feet; thence South 51°39'18" East 71.23 feet; thence South 63°30'22" East 79.27 feet; thence South 75°28'36" East 72.36 feet; thence South 85°52'05" East 66.64 feet; thence South 87°45'09" East 56.46 feet; thence South 76°58'28" East 52.60 feet; thence South 69°13'05" East 51.52 feet; thence South 58°22'39" East 20.00 feet; thence South 53°46'51" East 53.46 feet; thence South 43°53'01" East 53.03 feet; thence South 36°07'41" East 55.16 feet; thence South 35°36'49" East 59.53 feet; thence South 40°11'50" East 66.41 feet; thence South 50°06'08" East 67.80 feet; thence South 56°49'04" East 64.27 feet; thence Southwesterly 71.62 feet along the arc of a 1226.50 foot radius curve to the left, through a central angle of 03°20'44" the chord of which bears South 26°15'37" West 71.61 feet; thence Southwesterly 25.40 feet along the arc of a 15 foot radius curve to the right, through a central angle of 97°01'10" the chord of which bears South 73°05'51" West 22.47 feet; thence South 31°36'28" West 53.00 feet; thence South 58°23'34" East 13.08 feet; thence Southeasterly 20.71 feet along the arc of a 15 foot radius curve to the right, through a central angle of 79°06'07" the chord of which bears South 18°50'31" East 19.10 feet; thence Southwesterly 16.94 feet along the arc of a 1226.50 foot radius curve to the left, through a central angle of 00°47'27" the chord of which bears South 20°18'48" West 16.94 feet; thence South 70°04'56" East 53.00 feet; thence Northeasterly 26.62 feet along the arc of a 15 foot radius curve to the right, through a central angle of 101°41'22" the chord of which bears North 70°45'45" East 23.26 feet; thence South 58°23'34" East 8.49 feet; thence Southeasterly 61.35 feet along the arc of a 557.50 foot radius curve to the left, through a central angle of 06°18'19" the chord of which bears South 61°32'44" East 61.32 feet; thence South 17°31'19" West 64.04 feet; thence South 14°47'34" West 89.29 feet; thence South 06°55'27" West 92.94 feet; thence South 02°47'40" West 94.13 feet; thence South 00°11'20" West 316.14 feet to the point of beginning.

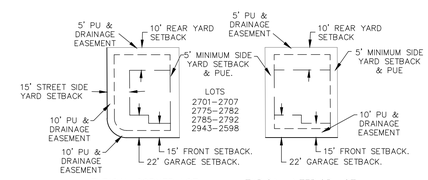
Parcel contains: 37.39 acres

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	66.49	835.00	4°33'45"	66.48	N87°04'07"W
C2	23.44	15.00	89°32'20"	21.13	S44°34'50"E
C3	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C4	23.57	15.00	90°00'50"	21.22	S44°49'05"E
C5	23.56	15.00	89°59'10"	21.21	N45°10'55"E
C6	246.82	528.50	26°45'30"	244.58	N70°54'47"E
C7	20.41	15.00	77°57'03"	18.87	N83°29'26"W
C8	24.65	15.00	94°09'07"	21.97	S01°36'41"W
C9	22.31	15.00	85°13'51"	20.31	N89°13'21"W
C10	25.05	15.00	95°40'14"	22.24	S00°19'37"W
C11	71.62	1226.50	3°20'44"	71.61	S26°15'37"W
C12	25.40	15.00	97°01'10"	22.47	N73°05'51"E
C13	20.71	15.00	79°06'07"	19.10	N18°50'31"W
C14	16.94	1226.50	0°47'29"	16.94	S20°18'48"W
C15	26.62	15.00	101°41'22"	23.26	S70°45'45"W
C16	61.35	557.50	6°18'19"	61.32	S61°32'44"E



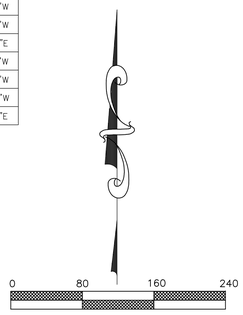
SETBACK AND EASEMENT DETAIL

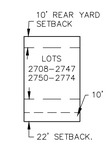
-NTS-



SETBACK AND EASEMENT DETAIL

-NTS-





SETBACK & EASEMENT DETAIL

TYPICAL TOWNHOME LOT

-NTS-

REVISIONS					
NO.	DATE	DESCRIPTION	BY	DESIGNED BY:	TGT
1				DRAWN BY:	TJT
2				CHECK BY:	TGT
3				DATE:	3/20/2019
4				COGO FILE:	

J:\Silver lake south\dwg\overall\Central Preliminary.dwg

TRANE ENGINEERING, P.C.

CONSULTING ENGINEERS AND LAND SURVEYORS

27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

EAGLE MOUNTAIN UTAH

SILVERLAKE SOUTH

(CENTRAL AREA)

PRELIMINARY PLAT

JOB

SHEET NO. 1

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**

TITLE:	SITE PLAN - Just Chillin
ITEM TYPE:	Site Plan
FISCAL IMPACT:	
APPLICANT:	Austin Heaps

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Tayler Jensen, Planning

PRESENTED BY:
Tayler Jensen

RECOMMENDATION:

BACKGROUND:
The applicant is proposing to relocate their soda shack a small distance on the lot in which it is currently located in order to tie into a waterline as required by the Utah County Health Department.

Per 17.100.120 a temporary site plan may be granted for a period of time as determined by the City Council. Temporary site plans follow the same approval process as site plans with the exception that a mandatory public hearing is not required. Because of their temporary status the Planning Commission or the Community Development Director may waive some of the requirements of the Site Plan chapter.

ITEMS FOR CONSIDERATION:
Time
As stated previously temporary site plans are temporary in nature, the period that they are valid for is to be determined by the Council. If approved for a set amount of time the applicant may apply to have the approval renewed. The applicant has indicated previously they wish to remain at this location indefinitely until the property owner develops the parcel for some other use. The planning commission recommended approval of the temporary site plan for 48 months.

Health Department

The applicant had been operating on the site in question for sometime with a valid Eagle Mountain Business License, however, the Utah County Health Department requires the use to have access to running water, because running water is not available in the current location they have chosen to close and are proposing to move locations to have access to an existing water line. Any approval should be conditional upon a Utah County Health Department Approval.

REQUIRED FINDINGS:

Temporary Site Plan approvals are based upon compliance with City Code requirements the approval criteria for a Site Plan can be found in EMMC 17.100 because of their temporary nature, the Planning Commission or the Community Development Director may recommend to waive some of the requirements of the Site Plan chapter.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission voted (5-0) to recommend approval of the temporary Site Plan for Just Chillin with the following conditions:

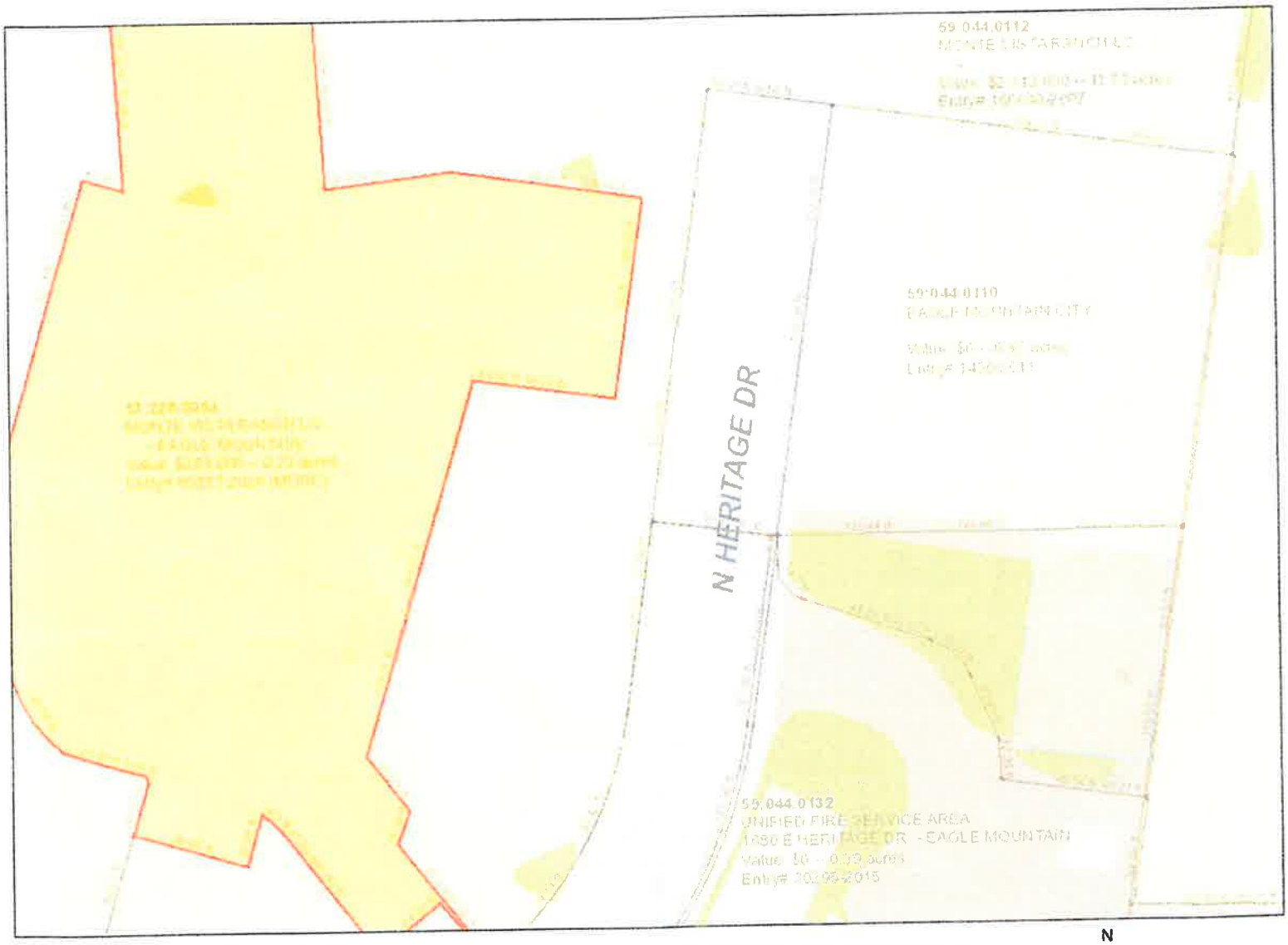
1. The Temporary Site Plan be approved for 48 months
2. Approval is conditional on Health Department Approval
3. The Applicant maintain an Eagle Mountain Business License

ATTACHMENTS:

Just Chillin Site Plan

Site Photos

Exhibit A

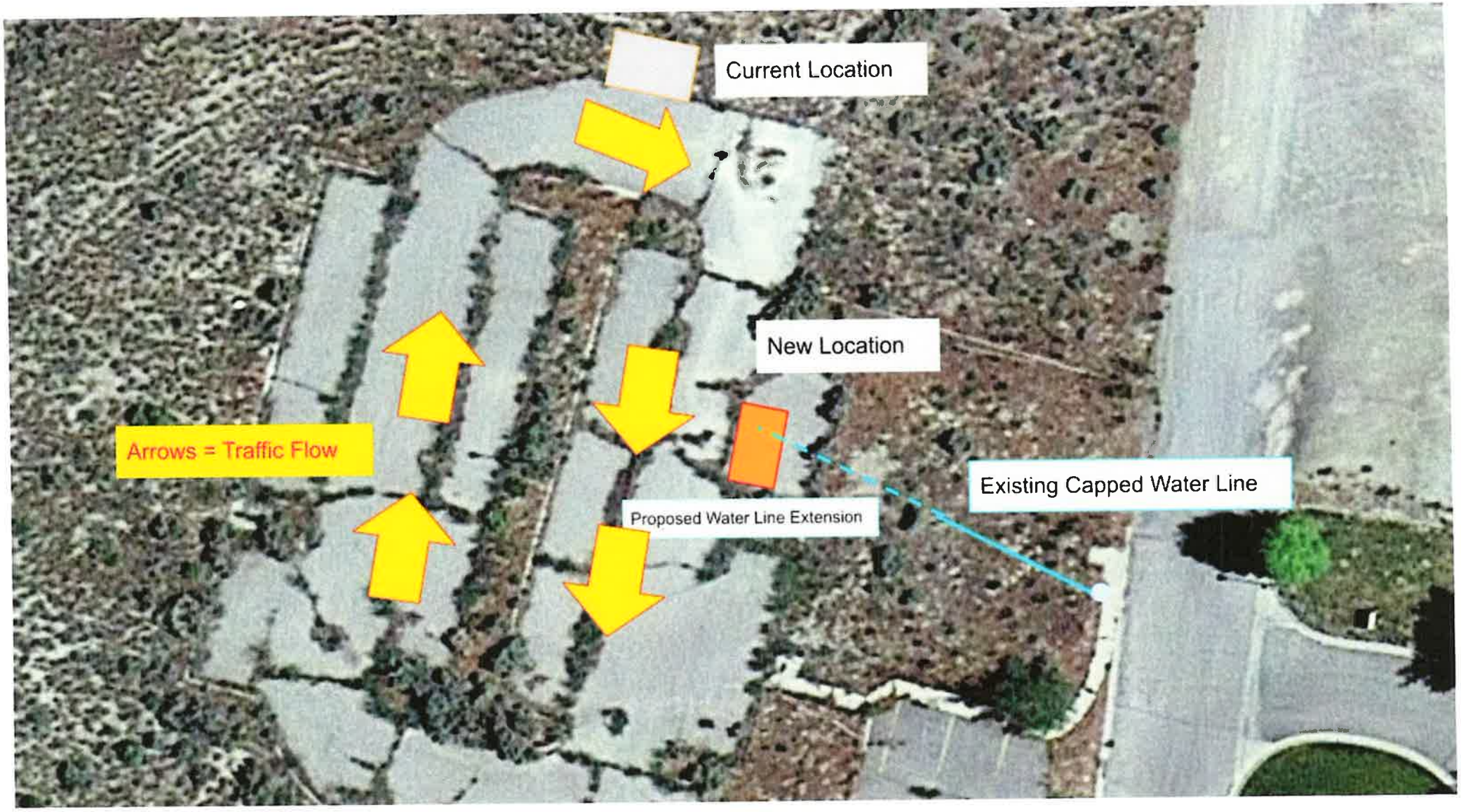


Utah County Parcel Map
532280004

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

Date 12/14/2020

N


Current Location
New Location
Arrows = Traffic Flow
Existing Capped Water Line
Proposed Water Line Extension

Just Chillin'
pepsi
SODA SHACK
Just Chillin'
Dr. Pepper
Bali
Caymen
Curaco
Aruba
Diet Dr. Pepper
Maya
Diet Coke
Bora Bora
Lemonade
Panama
Bay Island
Mountain Dew
Palm Cove
Belize
Key West
Tahiti
Daytona
Cancun
Bahamas
Pepsi
Venice
Maui
Sprite
Honolulu
Cozumel
Fiji
La Jolla
Leilani
Havana
Kids
Sand Dollar
Sea Star
Coral
Stingray
Sweets $2.00
Cookie with Filling
Donut Holes
Cinnamon Rolls
Pricing
12oz $1.75
16oz $2.00
24oz $2.25
32oz $2.50
44oz $2.75
+25 cents for each flavor
Just Chillin' Soda Shack
CREATE YOUR OWN
DRINKS
Dr. Pepper
Diet Dr. Pepper
Mountain Dew
Diet Mountain Dew
Coke
Diet Coke
Pepsi
Diet Pepsi
Orange Fanta
Sprite
Lemonade
Root Beer
Flavors
Creams
Sugar Free
Purees ($0.50)
CREATION OF THE WEEK
Follow us on Facebook and Instagram
@JustChillinSodaShack
Ask us about our cookie of the month!

Just Chillin
Soda Shack
CREATE YOUR OWN
DRINKS
Dr. Pepper/Diet Dr. Pepper
Mountain Dew
Diet Mountain Dew
Coke/Diet Coke
Diet Coke
Pepsi
Diet Pepsi
Orange Fanta
Sprite/Diet Sprite
Lemonade
Root Beer
Flavors
Creams
Sugar Free
Purees ($0.50)
CREATION OF THE WEEK
Follow us on Facebook and Instagram
@JustChillinSodaShack
Ask us about our cookie of the month!

UNIFIED FIRE AUTHORITY
EAGLE MOUNTAIN
STATION 251

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Agreement between Eagle Mountain City, the City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities That Care Prevention Model.
ITEM TYPE:	Resolution
FISCAL IMPACT:	$5000
APPLICANT:	Communities That Care

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Lianne Pengra, Recorder's Office

PRESENTED BY:
Fionnuala Kofoed

RECOMMENDATION:
Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah Approving an Interlocal Agreement between Eagle Mountain City, the City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities That Care Prevention Model.

BACKGROUND:
The proposed agreement renews the terms of the interlocal for one year. The City of Saratoga Springs directly supervises the program coordinator and all three entities work collectively to improve communication regarding the objectives and goals of the program and to meet the needs of the communities as it relates to substance misuse and prevention methods. The annual budget contribution for Eagle Mountain City and Saratoga Springs does not change.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Interlocal Agreement between EMC, Saratoga Springs, and Utah County - Communities that Care

EM.SS CTC Contract FY22 draft

RESOLUTION NO. R- -2021

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL AGREEMENT BETWEEN EAGLE MOUNTAIN CITY, CITY OF SARATOGA SPRINGS, AND UTAH COUNTY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNITIES THAT CARE PREVENTION MODEL

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Interlocal Agreement between Eagle Mountain City, City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities that Care Prevention Model, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT RESOLVED 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 Interlocal Agreement between Eagle Mountain City, City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities that Care Prevention Model, as set forth in Exhibit A.

2. The Interlocal Agreement between Eagle Mountain City, City of Saratoga Springs, and Utah County for Substance Misuse Prevention Services and Communities that Care Prevention Model is hereby approved as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of August, 2021.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

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

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of August, 2021.

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

_____

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

Exhibit A

Agreement No. 2021 - _____

INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SARATOGA SPRINGS AND EAGLE MOUNTAIN CITY FOR SUBSTANCE MISUSE PREVENTION SERVICES AND COMMUNTIES THAT CARE PREVENTION MODEL FOR FY22

THIS AGREEMENT, made and entered into this ____day of _____ 2021, by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, by and through the Utah County Health Department, 151 South University Avenue, Suite 2204, Provo, Utah 84601, the municipality of, EAGLE MOUNTAIN, 1650 Stagecoach Run, Eagle Mountain, UT 84005, and the municipality of, SARATOGA SPRINGS CITY, 1307 North Commerce Drive, #200, Saratoga Springs, Utah, 84045, a municipal corporation and a political subdivision of the State of Utah.

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, public agencies, including political subdivisions of the State of Utah as therein defined, were authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, all of the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, Utah County, Eagle Mountain City, and Saratoga Springs City, within Utah County, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Interlocal Cooperative Agreement for joint or cooperative action.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective Date; Duration.

This Agreement shall become effective July 1, 2021 and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by a majority of the governing bodies of all of the parties to this Agreement. The term of this Interlocal Cooperation Agreement shall be from July 1, 2021 hereof until June 30, 2022. This Interlocal Cooperation Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney's Office, the Eagle Mountain City Attorney, and the Saratoga Springs City Attorney. Prior to becoming effective, this Interlocal Cooperation Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. Administration of Interlocal Cooperation Agreement.

The parties to this Agreement do not contemplate nor intend to establish an Interlocal entity under the terms of this Interlocal Cooperation Agreement. The parties do agree that,

pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, that Utah County shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties.

Section 3. Purposes

This Agreement is established for the following purposes:

a. To coordinate with Saratoga Springs City to employ a part-time (20 hours per week, 52 weeks per year) Communities that Care (CTC) Coordinator and provide technical support to maintain the CTC prevention model within Saratoga Springs City and Eagle Mountain City.

b. To provide funding to Saratoga Springs City to employ a CTC coordinator as follows: Utah County will provide Saratoga Springs City with fourteen thousand dollars ($14,000.00) for the CTC Coordinator position/costs and four thousand dollars ($4,000.00) for coalition capacity building for the period of July 1, 2021 through June 30, 2022. Saratoga Springs City will provide a yearly minimum match of five thousand dollars ($5,000.00) if approved by the annual Saratoga Springs City Council budget process. Eagle Mountain City will provide a yearly minimum match of five thousand dollars ($5,000.00) if approved by the annual Eagle Mountain City Council budget process.

c. To maintain and increase capacity of the Communities that Care system within Saratoga Springs City and Eagle Mountain City and to work with Utah County Health Department to ensure the CTC model is being implemented with fidelity through the five phases of CTC as referenced in this hyperlink: http://www.communitiesthatcare.net/.

d. To reduce youth problem behaviors as found in the Hawkins and Catalano Risk and Protective Factor Model.

Section 4. Manner of Financing.

This Interlocal Cooperation Agreement and the joint, cooperative actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Interlocal Cooperation Agreement. The funds provided are primarily to be used for:

1. CTC coordinator position costs/salary.
2. Trainings associated with coalition coordinator and coalition members for approved travel costs.
3. Any additional prevention activities as described in the CTC model or community action plan pending approval from Utah County Health Department.

Section 5. Coalition Capacity Building Funding

The funds appropriated for coalition capacity building can be used for the following:

1. CTC coalition training costs directly related to benchmarks and action plans.
    a. CTC module trainings
    b. State CTC trainings
    c. Food/mileage/supplies
2. Travel/Training, including but not limited to Utah Fall Substance Abuse Conference and National Prevention Network Conference for coordinator and coalition members

a. Mileage, airfare, per diem, registration, lodging and transportation

3. Town hall/community education events
    a. Advertising, food and recognition awards, coalition needs
4. Workgroup activities
    a. Evaluation contract
    b. Data collection
    c. Meeting costs
5. Minor equipment under $600.00

Section 6. Interlocal Requirements

1. The liaison for the City of Saratoga Springs shall perform the supervisory role over the CTC Coordinator position.
2. The City of Saratoga Springs shall perform payroll for the CTC Coordinator.
3. The City of Saratoga Springs shall calculate costs and invoice the program for performing managerial and administrative tasks related to payroll and accounts payable.
4. Organize an annual coordination meeting, consisting of the Saratoga Springs and Eagle Mountain liaisons, the County Prevention Coordinator and the CTC Coordinator.
5. Provide annual training resources for the Saratoga Springs and Eagle Mountain liaisons.
6. Complete and provide all meeting minutes, third-party data and program reports related to the CTC program to the Saratoga Springs and Eagle Mountain liaisons.
7. Establish, implement and evaluate a CTC Annual Plan and Goals for Eagle Mountain/Saratoga Springs programs.
8. Present the prior year annual report to the Saratoga Springs and Eagle Mountain City Councils and obtain approval from both elected bodies of the upcoming year annual plan.
9. Present a mid-year report to the Saratoga Springs and Eagle Mountain City Councils on program progress and completed benchmarks.
10. CTC Coordinator shall attend state/county CTC trainings as prioritized by the Utah County Health Department and Coordinator and provide the Saratoga Springs and Eagle Mountain liaisons with an annual schedule of conferences and trainings.
11. CTC Coordinator shall attend regular coordination meetings with the Saratoga Springs and Eagle Mountain liaisons, as well as other related coordination meetings.
12. Incorporate CTC benchmarks and phases as foundation of fidelity.
13. Develop and use by-laws and organizational structure to direct coalition.
14. Billings and claims for covered services must be submitted by the **20th of each month**. Billings and claims received by the 20th will reflect requested reimbursements for the previous month**. Final year-end billings must be submitted on or before July 10th**. Billings and claims for final payments received after **July 10, 2022** will not be considered for payment.
15. An annual narrative report (1 page) identifying completed benchmarks and current status of action plan due June 30, 2022, provided to Utah County Health Department, Eagle Mountain and Saratoga Springs cities.

Section 7. CTC Coordinator Annual Evaluation

1. The liaison for the City of Saratoga Springs shall conduct an annual review and professional goal setting with the CTC coordinator, adhering to the City of Saratoga

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Springs's standardized employee evaluation, after obtaining feedback from the Eagle Mountain liaison and the County liaison.

2. The CTC Coordinator is eligible for up to an annual 5% increase that shall be funded by the annual contributions of each of the respective participating parties.
3. An annual review of the CTC Coordinator position shall be conducted by Saratoga Spring City.

Section 8. Property Used in Joint and Cooperative Undertaking.

There will be no real or personal property acquired, held, and used pursuant to this Interlocal Cooperation Agreement.

Section 8. Methods of Termination.

This Interlocal Cooperative Agreement shall automatically terminate at the end of its term herein pursuant to the parameters of Section 1 of this Agreement. The parties to this Agreement may also withdraw from participation herein by giving at least thirty days' notice to each of the other party to this Agreement. Any notice of termination or notice of withdrawal shall be served upon each of the parties to this Agreement.

Section 9. Indemnification.

All parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101, et seq., as amended. By entering into this Agreement, neither party waives by this Agreement any defenses or limits of liability available under the Governmental Immunity Act of Utah, or any other applicable federal, state, or common law. Nothing in this Agreement shall be construed as an assumption of any duty for the benefit of any third-party. Subject to, and without waiving any immunities under applicable federal, state, or common law, including those described above, each party shall assume and retain liability and responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, and contractors in an amount not to exceed the damage limits in Utah Code Ann., Section 63G-7-604, as amended.

Section 10. Filing of Interlocal Cooperation Agreement.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County, and with the official keeper of Saratoga Springs City records, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. Adoption Requirements.

This Interlocal Cooperation Agreement shall be (a) approved by the executive body or officer of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 12. Agreements.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by a resolution of the

legislative body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an authorized attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

Section 13. Severability.

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

Section 14. Governing Law.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section15. Committees.

The parties may establish from time to time such committees as shall be deemed appropriate and necessary.

Section 16. Headings.

Section headings are for convenience of reference only and shall not be considered any interpretation of the Interlocal Cooperation Agreement.

Section 17. Entire Agreement.

This Interlocal Cooperation Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

Section 18. Execution by Counterparts.

This Interlocal Cooperation Agreement may be executed in counterparts. The original of each executed Agreement shall be filed with Utah County.

Section 19. Sub-recipient Requirements.

By virtue of terms and conditions of the Federal Substance Abuse Prevention and Treatment block grant that funds the services purchased through this Agreement, Saratoga Springs City becomes a sub-recipient of the federal grant.

CFDA #: 93.959

As Saratoga Springs City is a Sub-recipient of the grant monies, and as such, shall have no authorization, express or implied, to bind Utah County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. The Sub-recipient shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these

contract services. Persons employed by the County and acting under the direction of the County or shall not be deemed to be employees or agents of Independent Contractor.

a) All Saratoga Springs City records with respect to any matters covered by this Agreement shall be made available to the County, DSAMH and the Comptroller General of the United States or any of their authorized representatives.

b) Failure of the Saratoga Springs city to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

c) In accordance with OMB Circular A-133, *Audits of State, Local Governments and Non-Profit Organizations*, state and local governments or non-profit organizations that expend $500,000 or more in total federal financial assistance (from all sources) in the recipient's fiscal year shall have a Single Audit completed.

d) All Sub-recipient's, regardless of Single Audit eligibility, will make all pertinent financial records available for review, monitoring or audit, in a timely manner to appropriate officials of the federal granting agency, Utah County, Department of Drug and Alcohol Prevention and Treatment, any pass-thru entity and/or the General Accounting Office.

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County and program administrator shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

[Signatures on following page]

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WITNESS WHEREOF, the parties have signed and executed this Interlocal Cooperation Agreement on the dates listed below:

Utah County Authorized by Resolution No. 2021-_____, authorized and passed on the _____ day of _____ 2021.

Saratoga Springs City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2021.

Eagle Mountain City Authorized by Resolution No. _____, authorized and passed on the _____ day of _____ 2021.

APPROVED AND ADOPTED this ___ day of _____ 2021.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
William C. Lee Chairman Date

ATTEST:
JOSH DANIELS
Utah County Clerk/Auditor

By: _____
Deputy Date

APPROVED AS TO FORM:
DAVID LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney Date

SARATOGA SPRINGS CITY

By: _____
Mayor Date

ATTEST:
By: _____
Saratoga Springs City Recorder Date

EAGLE MOUNTAIN CITY

By: _____
Mayor Date

ATTEST:
By: _____
Eagle Mountain City Recorder Date

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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving a Ground Lease Agreement with Unified Fire Service Area for Fire Station 253.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	UFSA		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Paul Jerome, Admin

PRESENTED BY:
Staff

RECOMMENDATION:
Staff recommends that the City Council considers the lease agreement.

BACKGROUND:
The proposed ground lease agreement sets the terms for Unified Fire Service Area to lease property where it will construct and operate Fire Station 253. The approximate 1.75 acre property is located south of Mid Valley Road and it is anticipated that construction of the building will commence in the spring or summer of 2022. UFSA presented a concept plan to the Eagle Mountain City Council on July 20, 2021.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
RES--Ground Lease Agreement with UFSA for Fire Station 253

RESOLUTION NO. R- -2021

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A GROUND LEASE AGREEMENT WITH UNIFIED FIRE SERVICE AREA FOR FIRE STATION 253

WHEREAS, the Unified Fire Service Area (UFSA) is a local district created to provide fire protection and emergency medical services within its jurisdictional boundaries, which it does by assessing property taxes on property within its boundaries, owning and building its fire stations, and being a contracted member of the Unified Fire Authority (UFA), which provides fire protection and emergency medical services to the UFSA; and

WHEREAS, Eagle Mountain City, annexed into the UFSA in 2012 and receives fire protection and emergency medical services from the UFA, through its contract with the UFSA; and

WHEREAS, in March 2021, the Local Building Authority of the UFSA issued its Series 2021 Lease Revenue Bonds to finance the construction of five fire stations, including a new station in Eagle Mountain, known as Station 253; and

WHEREAS, Eagle Mountain City has determined it to be in the best interests of the City and its residents to grant the UFSA a ground lease of land owned by Eagle Mountain, to be used for the construction and operation of the new Station 253; and

WHEREAS, Eagle Mountain City and the UFSA desire to execute this ground lease agreement to memorialize their understanding regarding the construction and operation of Station 253 on City-owned property.

NOW THEREFORE, BE IT RESOLVED 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 ground lease agreement with Unified Fire Service Area for Fire Station 253, as set forth in Exhibit A.

2. The ground lease agreement with Unified Fire Service Area for Fire Station 253 is hereby approved as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of August, 2021.

EAGLE MOUNTAIN CITY, UTAH

_____

Tom Westmoreland, Mayor

ATTEST:

_____

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

CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of August, 2021.

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

_____

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

GROUND LEASE
FOR
UNIFIED FIRE SERVICE AREA FIRE STATION 253

THIS GROUND LEASE (this "Lease") is entered by and between the City of Eagle Mountain, a municipal corporation and political subdivision of Utah County, State of Utah ("Landlord" or "Eagle Mountain") and the Unified Fire Service Area, a local district and political subdivision of the state of Utah ("Tenant" or "UFSA"), and is effective as of the last date set forth beneath the parties' respective signature lines below (the "Commencement Date").

RECITALS

WHEREAS, the Unified Fire Service Area (UFSA) is a local district created to provide fire protection and emergency medical services within its jurisdictional boundaries, which it does by assessing property taxes on property within its boundaries, owning and building its fire stations, and being a contracted member of the Unified Fire Authority (UFA), which provides fire protection and emergency medical services to the UFSA; and

WHEREAS, Eagle Mountain, a municipality of Utah, annexed into the UFSA in 2012 and receives fire protection and emergency medical services from the UFA, through its contract with the UFSA; and

WHEREAS, in March 2021, the Local Building Authority of the UFSA (the "Building Authority") issued its Series 2021 Lease Revenue Bonds (the "Bonds") to finance the construction of five fire stations, including a new station in Eagle Mountain, known as Station 253 ("Station 253"); and

WHEREAS, Eagle Mountain has determined it to be in the best interests of the city and its residents to grant the UFSA a ground lease of land owned by Eagle Mountain, to be used for the construction and operation of the new Station 253; and

WHEREAS, Eagle Mountain and the UFSA desire to execute this Lease to memorialize their understanding regarding the construction and operation of Station 253 on city-owned property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Ground Lease Property. Subject to and upon the terms and conditions set forth herein, Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, the property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Ground Lease Property"), subject only to Permitted Encumbrances, in

accordance with the provisions of this Ground Lease, to have and to hold for the term of this Ground Lease unless sooner terminated as expressly provided herein. "Permitted Encumbrances" shall mean those covenants, restrictions, reservations, liens, conditions, encroachments, easements, and other matters of title that affect the Ground Lease Property as of the date of Landlord's acquisition thereof, excepting, however, any such matters arising from the acts of Landlord (such as liens arising as a result of judgments against Landlord).

2. Rent. Landlord and Tenant agree that, as governmental entities, it is in the best interest of both parties and in the best interest of the residents of Eagle Mountain for the parties to enter this Lease agreement on a basis of mutual advantage, and that therefore Tenant will not be required to pay any monetary rent under the Lease.

3. Term and Commencement. Unless terminated sooner as provided herein, the term of this Lease shall be for a period of ninety-nine (99) years beginning on the Commencement Date, defined above, and ending at 11:59 p.m. MST on the ninety-ninth (99th) anniversary of the Commencement Date.

4. Feasibility Review. Beginning with the Commencement Date, Tenant shall have a thirty (30) day feasibility period (the "Feasibility Period") within which it may conduct due diligence activities including, but not limited to, inspections, tests and/or studies, in Tenant's sole discretion and at its sold cost, to ensure the suitability of the Ground Lease Property for Tenant's intended use. Tenant may cancel this agreement for any reason at any time prior to the end of the Feasibility Period with no penalty to Tenant.

a. Ground Lease Property Information. Within five (5) business days of the Commencement Date, Landlord shall deliver to Tenant, to the extent in Landlord's possession or control, any studies and information relating to (a) the physical condition of the Ground Lease Property, including, without limitation, any soils, geotechnical, hydrological reports, environmental reports, or similar studies or assessments, and any existing real property surveys and topographical surveys of the Ground Lease Property; (b) the ability to develop and use the Ground Lease Property; (c) any notices or correspondence regarding hazardous materials, land use, condemnation or tax notices/assessments that may affect the Ground Lease Property; and (d) the Ground Lease Property (collectively, the "Ground Lease Property Information"). The Ground Lease Property Information shall be furnished without any representation or warranty whatsoever as to the truth, accuracy, or completeness of such information and Tenant shall rely on such information at its sole risk and expense with no recourse against Landlord; provided, however, Landlord represents and warrants that, to its knowledge, it has provided all of the Ground Lease Property Information.

b. Title Insurance. Tenant may obtain, at its discretion and to its satisfaction, a commitment (the "Title Commitment") for an owner's policy of title insurance (the "Title Policy") from a title company of its choosing, the cost and expense of which shall be the responsibility of Tenant. As part of its Feasibility Investigations, Tenant may determine

whether, and to what extent, any of the exceptions and/or encumbrances shown in the Title Commitment are acceptable to Tenant or, alternatively, must be removed. In the event that Tenant objects to any exceptions or encumbrances shown in the Title Commitment by delivering written notice to Landlord at any time during the Feasibility Period, and Landlord elects, by written notice to Tenant within ten (10) days after receiving Tenant's notice of objections, not to remove such exception or encumbrance, Tenant shall have the option, on or prior to the expiration of the Feasibility Period and by written notice to Landlord, either to terminate this Lease or waive such objection. Landlord shall have no obligation to remove any exceptions or encumbrances to which Tenant objects.

c. Landlord Cooperation. Landlord shall cooperate with Tenant in all respects in connection with its Feasibility Investigations. Landlord shall assist Tenant in obtaining any and all entitlements required in connection with the improvements and Tenant's intended use of the Ground Lease Property as a fire station and shall execute such applications and other instruments reasonably necessary to satisfying the requirements of the applicable governmental authorities, provided that Landlord shall not be required to pay any application fees or incur any other costs or liability in connection with receiving the necessary approvals and permits for the project. Upon reasonable advance notice, Landlord shall appear as a witness in any legal or administrative proceedings to the extent reasonably necessary to satisfy the condition and shall support the project and application.

5. Possession. Landlord shall deliver possession of the Ground Lease Property to Tenant immediately upon execution of this Lease.

6. Use of Ground Lease Property. Tenant shall use the Ground Lease Property as an active fire station or for other related UFSA purposes (the "Permitted Use"). If, at any time during the term of this Lease, Tenant ceases to use the Ground Lease Property as an active fire station or for other related UFSA purposes in excess of ninety (90) consecutive days, then Landlord may (a) assume ownership of the Ground Lease Property; (b) operate and maintain the Ground Lease Property; (c) terminate this Lease; or (d) execute a combination of some or all of (a) – (d).

7. Construction of the Project.

a. The Project. Tenant intends to construct Station 253 and related facilities on the Ground Lease Property, and may install and/or construct other improvements and the equipment on, under, and over the Ground Lease Property (the "Project"). The size, design, and manner of construction of the Project shall be determined by Tenant, in its sole and absolute discretion, subject only to compliance with applicable law.

b. Construction. Tenant will construct the Project improvements at Tenant's sole cost and expense and in accordance with applicable laws in effect at the time of construction. In the event any construction, mechanics or materialman's lien is filed

against the Ground Lease Property as a result of any construction undertaken upon the Ground Lease Property by Tenant, then Tenant shall cause said lien to be discharged within thirty (30) days of written notice from Landlord, provided, however, if Tenant desires to contest the validity or amount of any such lien, it may do so without payment of disputed amounts provided that a bond or other sufficient security is posted in lieu of such lien.

c. Signage and Security. Tenant, at its own expense, shall have the right, in its sole and absolute discretion, to install and maintain identification signs on the Ground Lease Property and such other signs, security cameras and/or equipment necessary, as determined by Tenant in Tenant's sole and absolute discretion, for security purposes provided that all such are installed and maintained in compliance with applicable laws.

d. Easements/Other Documents. Landlord will grant, execute, and duly acknowledge and deliver to Tenant, or cause to be granted, executed, and duly acknowledged and delivered to Tenant, within Ten (10) Business Days of written request therefor, in recordable form acceptable to Utah County and in a form reasonably acceptable to both Landlord and Tenant, any and all utility, sanitary sewer, storm drainage, detention, retention, access, ingress and egress, sign, parking, slope, grading and other easements necessary or desirable, for Tenant to construct, or cause to be constructed, for the Project upon the Ground Lease Property and for the use and enjoyment the Ground Lease Property for the Permitted Use for the duration of the Term.

8. Termination. If and when this Lease terminates for any reason, all rights and interests in the Ground Lease Property conveyed by Landlord to Tenant shall automatically revert back to Landlord, and Tenant shall no longer have any rights or interests whatsoever in the Ground Lease Property.

9. Taxes and Utility Expenses.

a. Real and Personal Property Taxes. Although it is recognized that both parties are governmental entities that are typically not subject to the payment of taxes, the parties nonetheless agree that during the term of this Lease, Tenant shall pay, as and when the same become due, any tax, assessment, license, fee, levy, penalty, real property or other tax with respect to the Ground Lease Property, its operation as contemplated herein, this Lease, or any rent payable hereunder (the "Taxes"). Tenant's ability to pay the Taxes shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a fiscal tax year included in the commencement or expiration of the Term. With respect to any assessments which may be levied against or upon the Ground Lease Property, or which under the law then enforced may be evidenced by improvement bonds or other bonds or may be paid in annual installments, only the amount of such annual installment (with the appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual taxes levied against the Ground Lease Property.

b. Utilities and Services. From and after the commencement of the Term of this Lease, Tenant shall be solely responsible for and shall pay promptly all charges for water, gas, electricity, sewer, heat, light, power, telephone, refuse pickup, janitorial services, and other utilities, materials, and services furnished directly or used by Tenant in, on, or about the Ground Lease Property upon it during the term of this Lease, together with any Taxes thereon.

10. Maintenance and Repairs.

a. From and after the commencement of this Lease, Tenant, at its own cost and expense, shall keep and maintain the Ground Lease Property or cause it to be kept and maintained in good repair and first-class condition and shall use all reasonable precaution to prevent waste, damage, or injury thereto. Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs, or alterations in or to the Ground Lease Property.

b. From and after the commencement of this Lease, Tenant, at its own cost and expense, shall be responsible for the maintenance of the exterior grounds of the Ground Lease Property.

11. Alterations, Additions and New Improvements. At any time during the Term and at Tenant's sole cost and expense, Tenant may make or permit to be made any modifications or alterations to the Project, including, without limitation, modifications to the size or scope of the Project, with contractors, vendors, consultants, or architects that Tenant may select from time to time, in Tenant's sole and absolute discretion, provided there is no existing and unremedied default on the part of Tenant, under any of the terms, covenants, and conditions of this Lease.

12. Title to the Project. Title to the Project (but not the underlying Ground Lease Property) shall be and remain in Tenant. Unless otherwise agreed to by the parties, Tenant may remove the improvements, building and/or equipment, at any time during the Term, upon expiration of the Term, or upon any earlier termination of this Lease by the parties. Tenant shall be entitled to remove all improvements, equipment, and trade fixtures from the Ground Lease Property on or prior to the expiration or earlier termination of the Lease. Notwithstanding anything to the contrary set forth herein, the equipment and improvements shall remain the sole property of tenant after the expiration or termination of this Lease, provided the equipment or other improvements are removed no later than ninety (90) days after expiration or earlier termination of this Lease. It is the express agreement of the parties that because Tenant is putting forth significant capital into the construction of the Project, that in the event that this Lease is terminated and the Ground Lease Property is returned to ownership of the Landlord, that Landlord shall compensate Tenant for the fair market value of any improvements, building, or equipment that shall remain on the Ground Lease Property and become Landlord's property. At that point in time, the parties shall engage in good faith negotiations to determine what constitutes fair market value and what type of compensation (monetary, property trade, etc.) shall be made and in what manner (lump sum, payments, etc.).

13. Sublease and Nonsubordination. Tenant intends to finance Station 253 by the issuance of the Building Authority's Bonds. In furtherance of such financing, it will be necessary for UFSA to sublet the Ground Lease Property to the Building Authority and Landlord hereby consents to such sublease. It is understood and agreed that Tenant's leasehold interest and the Building Authority's leasehold interest in the Ground Lease Property will be used as security for the payment of the principal, premium, if any, and interest on the Bonds. Consequently, it is understood and agreed by and between Landlord and Tenant that Tenant has not subordinated, and shall not be required to subordinate, its interest in and to the Ground Lease Property to secure such financing. However, it is hereby acknowledged that improvements constructed on the Ground Lease Property, including but not limited to Station 253, will or may be used as security for the Bonds and that the owners of the Bonds or their agents or representatives may eventually succeed to the interests of Tenant under this Ground Lease Agreement. In addition, it is understood that the Building Authority intends to assign its interest in and to this Ground Lease that it obtains through Tenant to the trustee for the Bonds the ("Trustee") in order to secure the Bonds. Landlord hereby consents to such assignment.

14. Indemnification. The parties are governmental entities under the Utah Governmental Immunity Act (Utah Code Ann. §§ 63G-7-101, *et seq.*, as amended) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts that are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act, nor does any party waive any limits of liability currently provided by the Act.

15. Quiet Enjoyment. Tenant, upon the Commencement Date and upon observing and keeping all covenants, warranties, agreements, and conditions of this Lease on its part, shall quietly have and enjoy the Ground Lease Property during the Term of this Lease.

16. Insurance.

a. Insurance. Tenant covenants, certifies, and warrants that the following insurance coverages under the Act will be in place and in full force and effect by the first day on which Tenant will, in connection with this Lease, occupy the Ground Lease Property.

i. Tenant will maintain real property insurance or maintain a program of self-insurance sufficient to repair or replace the principal buildings constructed upon the Ground Lease Property and Tenant-owned personal property and equipment within the buildings that are necessary to operations.

ii. Tenant will maintain commercial property insurance or maintain a self-insurance program sufficient to repair or replace Tenant's property and equipment in the buildings constructed upon the Ground Lease Property that are necessary to its operation. Such insurance will be not less than the same that Tenant maintains for similar properties.

b. Other Terms of Insurance; Delivery of Policies and Payment of Premiums. All

policies of insurance required by this Lease shall contain an endorsement or agreement by the insured that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant or Landlord which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim, or deduction against Tenant or Landlord.

c. Waiver of Subrogation. Landlord, except to the extent Tenant's insurance covers loss to Landlord, and Tenant each hereby waive all rights of recovery against the other and the other's agents on account of loss or damage occasioned to such waiving party to the extent that such loss or damage is insured or is required to be insured against under an insurance policy required by this Paragraph. Tenant shall, upon obtaining policies of insurance required hereunder, give notice to the insurance carriers that the foregoing waiver of subrogation is contained in this Lease.

17. Damage or Destruction. In the event that, at any time after the Commencement Date, the Ground Lease Property or any improvements later built upon it shall be destroyed or damaged in whole or in part, Tenant may repair the Ground Lease Property and any improvements on it, if Tenant determines, in its sole discretion, that it is reasonable to do so.

18. Eminent Domain.

a. Total Taking. If title to all of the Ground Lease Property, or so much thereof, is taken for any public or quasi-public use under any statute or right of eminent domain, Tenant shall be entitled to its portion of the proceeds from such taking.

b. Partial Taking. If any part of the Ground Lease Property is taken and, in Tenant's discretion, the remaining part is reasonably suitable for Tenant's continued occupancy Tenant may, in its sole discretion, and at its own cost and expenses, redesign, redevelop and reconstruct the improvements upon the Ground Lease Property so as to make that portion of the Ground Lease Property not taken suitable for Tenant's continued operation and use; however, Tenant shall be entitled to its portion of the proceeds from such taking.

19. Landlord's Representations and Warranties Regarding Environmental Matters. Landlord hereby makes the following covenants, warranties, representations, and promises with respect to the Ground Lease Property for the benefit of Tenant, the Trustee and the owner of the Bonds:

a. Landlord will comply with any and all applicable federal, State, and local laws, rules, regulations, or orders with respect to the discharge and remediations of any hazardous or toxic wastes, and shall pay at its sole cost and expense when due, the cost of any future reasonable and appropriate remediations of any such wastes, and shall take appropriate steps to keep the Ground Lease Property free of any lien imposed pursuant to such laws, rules, regulations or orders.

b. In the event that the Environmental Protection Agency, any agency of the State, or any other federal, State, or local governmental agency should rightfully initiate any

action for the remediation of any "hazardous substance," as that term is defined in Title 42 of the United States Code, Section 9601(14), from the Ground Lease Property or any portion thereof, Landlord hereby agrees to indemnify and hold harmless Tenant, the Building Authority, the Trustee, and the owners of the Bonds from any liability, costs and expenses, including reasonable attorneys' fees, incurred in such action.

c. To the best knowledge of Landlord and after reasonable investigation, the Ground Lease Property does not contain any hazardous or toxic substances, wastes or materials as defined in any applicable Federal, State, or local laws or regulations.

20. Tenant's Representations and Warranties. Tenant hereby represents and warrants to Landlord, as of the date hereof and the Commencement Date, as follows (it being understood that Landlord is relying upon the representations and warranties of Tenant in entering into this Lease):

a. Organization. Tenant is a local district of the state of Utah, duly organized, validly existing and in good standing under the laws of such jurisdiction, and has fulfilled all legal requirements necessary for Tenant to transact business in Utah;

b. Authorization. The execution and delivery of this Lease by Tenant has been duly authorized by proper proceedings, and this Lease constitutes the valid and binding obligation of Tenant, enforceable in accordance with its terms;

c. Compliance with Laws. Tenant is not in default under or in violation of any material provision of any statute, law, ordinance, rule, regulation, order, writ, judgment, injunction or decree of any governmental authority or arbitrator, including, without limitation, any law regulation hazardous materials.

21. Tenant's Covenants. Tenant agrees and covenants with Landlord that during the Term of this Lease Tenant shall:

a. Comply, in all material respects, with all applicable laws, ordinances, rules, regulations, orders, writs, judgments, injunctions, or decrees of any court, arbitrator or governmental authority and duly observed, in all material respects, all other requirements of government authorities including, without limitation, all statutes, rules, regulations and orders relating to environmental pollution, public and employee health and safety, and employee benefits, and comply with all material zoning ordinances and all regulations, and not initiate or acquiesce in any change in any such ordinances and regulations; and

b. Maintain, preserve, and protect the Ground Lease Property, for the continued conduct of its business and to keep the Ground Lease Property, in good repair, working order and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions, and improvements thereto, so that the business carried on by Tenant may be properly and advantageously conducted at all times in accordance with prudent business management

practices.

22. Default.

a. Tenant's Default. At the option of Landlord, a default under this Lease by Tenant shall exist if any of the following events shall occur ("Event of Default"):

i. Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against it a petition for bankruptcy, insolvency or for the appointment of a trustee or receiver;

ii. Tenant fails to observe, keep, perform, or cure within sixty (60) days after written notice by Landlord, any of the other terms, covenants, agreements, or conditions contained in this Lease or those set forth in any other agreements or rules or regulations which Tenant is obligated to observe or perform. In the event such default reasonably could not be cured or corrected within such sixty (60)-day period, but is reasonably susceptible to cure or correction within one hundred twenty (120) days, then Tenant shall not be in default hereunder if Tenant commences the cure or correction of such default within ten (10) days after receiving such written notice from Landlord and diligently prosecutes the same to completion within one hundred twenty (120) days after commencing such cure or correction. Notice given under this Paragraph shall specify the alleged default and shall demand that Tenant perform the provisions of this Lease within the applicable period of time, or quit the Ground Lease Property. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in writing.

b. Landlord's Remedies. Upon the occurrence of an Event of Default, then Landlord may exercise any remedy available in law or in equity.

c. Landlord's Default. Landlord shall not be deemed to be in default of the performance of any covenant, agreement, or obligation required to be performed by Landlord hereunder unless and until it has failed to perform such obligation within thirty (30) days after receipt of notice by Tenant to Landlord specifying the nature of such default; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

d. Tenant's Remedies. In the event of a default by Landlord in the performance of any covenant, agreement or obligation to be performed by Landlord hereunder, which default is not cured as and when required, Tenant shall have the right, but not the obligation, to perform such covenant, agreement or obligation on Landlord's behalf and seek reimbursement from Landlord for the actual costs of performing any such covenant, agreement or obligation.

e. Lender Protection. Upon any default on the part of Landlord or Tenant, the non-

defaulting party shall give notice to any lender who has provided notice of its interest, together with an address for receiving notice, and shall offer such lender a reasonable opportunity to cure the default (which, in no event shall be less than ninety (90) days), including time to obtain possession of their collateral interest by power of sale or a judicial foreclosure, if such should prove necessary to effect a cure. Tenant and Landlord agree that each of the lenders to whom this Lease has been assigned by the other is an express third-party beneficiary hereof.

23. Demising Clause.

24. Force Majeure. In the event that Landlord or Tenant shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of riots, insurrection, war, pandemics, acts of God, or the act, failure to act, or default of the other party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

25. Notices. Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address listed below, or other such address as either party may designate by notice given from time to time in accordance with this Paragraph.

Landlord:	The City of Eagle Mountain Attn: City Administrator 1650 E. Stagecoach Run Eagle Mountain, UT 84005
Tenant:	Unified Fire Service Area Attn: District Administrator 3380 South 900 West Salt Lake City, UT 84119

26. Surrender; Holding Over. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Ground Lease Property and the Facility upon it to Landlord. If Tenant remains in possession of all or any part of the Ground Lease Property or the Facility upon it after the expiration of the Term without the prior written consent of Landlord, such possession shall constitute a month-to-month tenancy only and subject to every term, condition and covenant contained in this Lease.

27. Miscellaneous.

a. Broker. Each of the parties represents to the other that there are not claims for brokerage commissions or finder's fees arising through the acts of that party in connection with the execution of this Lease.

b. Recording. Tenant and Landlord agree to execute, have acknowledged, and delivered a Memorandum of this Lease in recordable form which thereafter may be recorded.

c. Attorneys' Fees. In the event that any action shall be instituted by either of the parties hereto for the enforcement of any of its rights in and under this Lease, the prevailing party shall be entitled to recover from the other party all fees and costs reasonably incurred by the prevailing party in such action, including actual costs and attorneys' fees.

d. Governing Law. It is understood and agreed by the parties hereto that this Lease shall be governed by the laws of the State of Utah and the ordinances of Utah County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah County, State of Utah.

e. Captions. The captions and headings used in this Lease are for the purpose of convenience and shall not be construed to limit or extend the meaning of any part of this Lease.

f. Time. Time is the essence for the performance of each term, condition, and covenant of this Lease.

g. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. Survival. All covenants and indemnities set forth herein shall survive the expiration or sooner termination of this Lease.

i. No Agency. It is not the intention of Landlord or Tenant to create hereby an interlocal entity or a relationship of master-servant, principal-agent, partner, joint venture, or member of a joint enterprise, it being the sole purpose and intent of the parties hereto to create only a relationship of Landlord and Tenant.

j. Exhibits and Recitals. The recitals set forth above and all exhibits to this Lease are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Lease.

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

l. Assignment. This Lease Agreement may not be assigned by either party. However, it is understood by the parties that Tenant may sub-lease the Ground Lease Property to the Unified Fire Authority subject to the terms and conditions of this Lease.

m. Waiver. The waiver by Landlord of any term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may grow up between the parties in the administration of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with all of the provisions of this Lease. The rights and remedies of Landlord under this Lease shall be cumulative and in additional to any and all other rights and remedies which Landlord has or may have.

n. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any prior agreements, representations, negotiations, or correspondence between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding upon the parties, their successors or assigns unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year written below their respective signatures.

CITY OF EAGLE MOUNTAIN

By: _____

Its: _____

Date: _____

UNIFIED FIRE SERVICE AREA

By: _____
Rachel S. Anderson, UFSA District Administrator

Date: _____

EXHIBIT A

Legal Description of Ground Lease Property

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving White Hills Country Estates Plat A, Amended Plat and Rezoning the Amended Area to RD1.
ITEM TYPE:	Rezone and Recorded Plat Amendment
FISCAL IMPACT:	
APPLICANT:	Marlene Horsley

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
Agriculture / Rural Density Two	RA-5	5.5	White Hills country Estates

PUBLIC HEARING:
Yes

PREPARED BY:
Jessa Porter, Planning

PRESENTED BY:
Tayler Jensen

RECOMMENDATION:
Staff recommends that the City Council adopt an Ordinance of Eagle Mountain City, Utah Approving White Hills Estates Plat A, Amended Plat and Rezoning the Amended Area to the RD1 Zone.

BACKGROUND:
This is a rezone and recorded plat amendment to split parcel 55:320:0004 into two lots of approximately 2.25 acres (lot 1 - West lot with current home) and approximately 3.25 acres (lot 2 - East lot). The subject property is located in the Pole Canyon area on N Stagecoach Drive and was annexed in to the City as part of the Pole Canyon Development area in 2010. Although the parcel is located in the Pole Canyon area, it is not part of or subject to the Pole Canyon Master Development Agreement. As this is the case, the zoning for the property continued to be identified under the Utah County zone designation of the Residential Agriculture Zone (RA-5). The applicant has requested that the property be rezoned to the City's RD1 zone, which is an appropriate zone for the Agriculture/Rural Density Two land use called out in the General Plan.

ITEMS FOR CONSIDERATION:
COMPLIANCE WITH GENERAL PLAN
This parcel is identified in the General Plan's Future Land Use map as "Agricultural/Rural Density Two" which is defined as "individual

medium/large lot residential. Range of 0.5 to 2.5 acres lots." The applicant has proposed to rezone the property to RD1, which is an appropriate zoning designation for the "Agricultural/Rural Density Two" land use per EMMC 17.25.020 (B).

COMPATIBILITY DETERMINATION
The properties around the subject parcel are also called out in the General Plan Future Land Use Map as "Agricultural/Rural Density Two." The proposed rezone request to RD1 is compatible with the current use of surrounding properties and will allow for a single-family residence to be constructed and still meet the 1-acre minimum lot size requirement for that zoning district.

CITY SERVICES
EMMC 16.35.060 (A) "Underground utilities including water, sewer, and other utilities shall be installed and stubbed as required by the city's adopted construction standards and specifications to each lot or parcel before street surfaces are constructed." The public water line runs behind the subject property. The applicant has worked with the neighboring lot owner to split the most northwestern portion of the property for access to lot 2. An exhibit has been included to show the potential lot split that would give the applicant access to run a water line to lot 2. Surrounding properties are on septic systems and the adjacent land owner is on propane.

TRAFFIC GENERATION
While the applicant does plan to sell the lot, the traffic generation from a new home on this parcel will have a negligible effect.

PROPERTY VALUES
The rezoning is not expected to have a negative impact on property values for surrounding properties based on the opportunity of building one single-family residence.

REQUIRED FINDINGS:
REZONE
Approval of rezone applications are based upon compliance of City Code Chapter 17.90 Rezoning of Property.

RECORDED PLAT AMENDMENT
Recorded plat amendment approvals are based upon compliance with

City Code requirements of any applicable development agreements. The approval criteria for a recorded plat amendment can be found in EMMC 16.55 Plat Amendments.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Eagle Mountain Planning Commission held a public hearing on the proposed rezone and recorded plat amendment and no one from the public made comments. The Planning Commission voted (5-0) with the condition that the applicant shall stub water by splitting the most northwestern portion of the property for access to lot 2.

ATTACHMENTS:

ORD--White Hills Country Estates Amended Plat and Rezone
Proposed Rezone
Utility Stub Exhibit
White Hills Area Utility Map
Pole Canyon Land Use Plan

ORDINANCE NO. O- -2021

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING WHITE HILLS COUNTRY ESTATES PLAT A, AMENDED PLAT
AND REZONING THE AMENDED AREA TO RD1

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to approve the White Hills Country Estates Plat A, Amended Plat and rezone the amended area to RD1, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider the White Hills Country Estates Plat A, Amended Plat and the rezoning of the amended area to RD1, as set forth more specifically in Exhibit A.

2. The White Hills Country Estates Plat A, Amended Plat is approved and the amended area is rezoned to RD1, as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City this 3rd day of August, 2021.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

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

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of August, 2021.

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

_____

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

Posted on _____ by _____ .

Exhibit A

White Hills Estate Lot Split

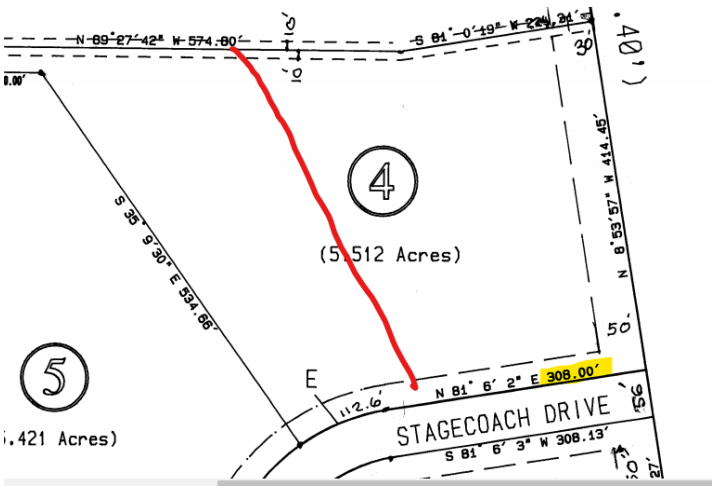
Legal Description-

LOT 4, PLAT A, WHITE HILLS COUNTRY ESTATES SUBDV, AREA 5.511 AC

Existing Conditions- House with lawn on East side. West side is dry soil and tumbleweeds.

Land Use - It will be sold as residential.

Zoning Districts- RD1 zone is being proposed. Frontage is within the 125 foot requirements. Approximate split is in red. Frontage is 308 feet.

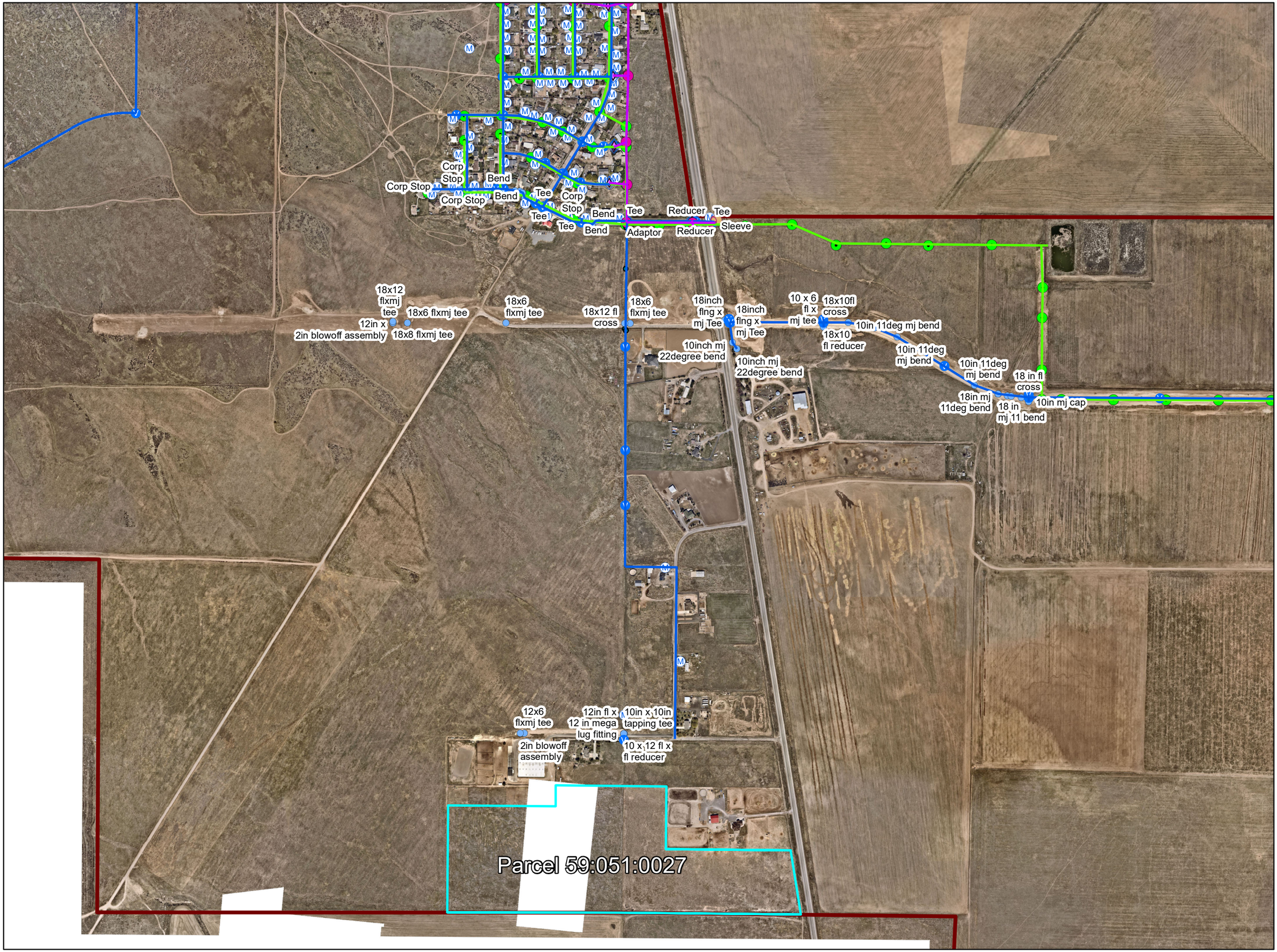


$ 2,500 RECORD OF SURVEY
$ 1,400 SUBDIVISION PLAT.
$3,900

ZONED 1/2 AC.?

HEBER BARNES
3445 STAGECOACH DR.
LOT 4, WHITE HILLS COUNTRY ESTATES
801-376-3001

Parcel 59:051:0027
All Utilities



Legend

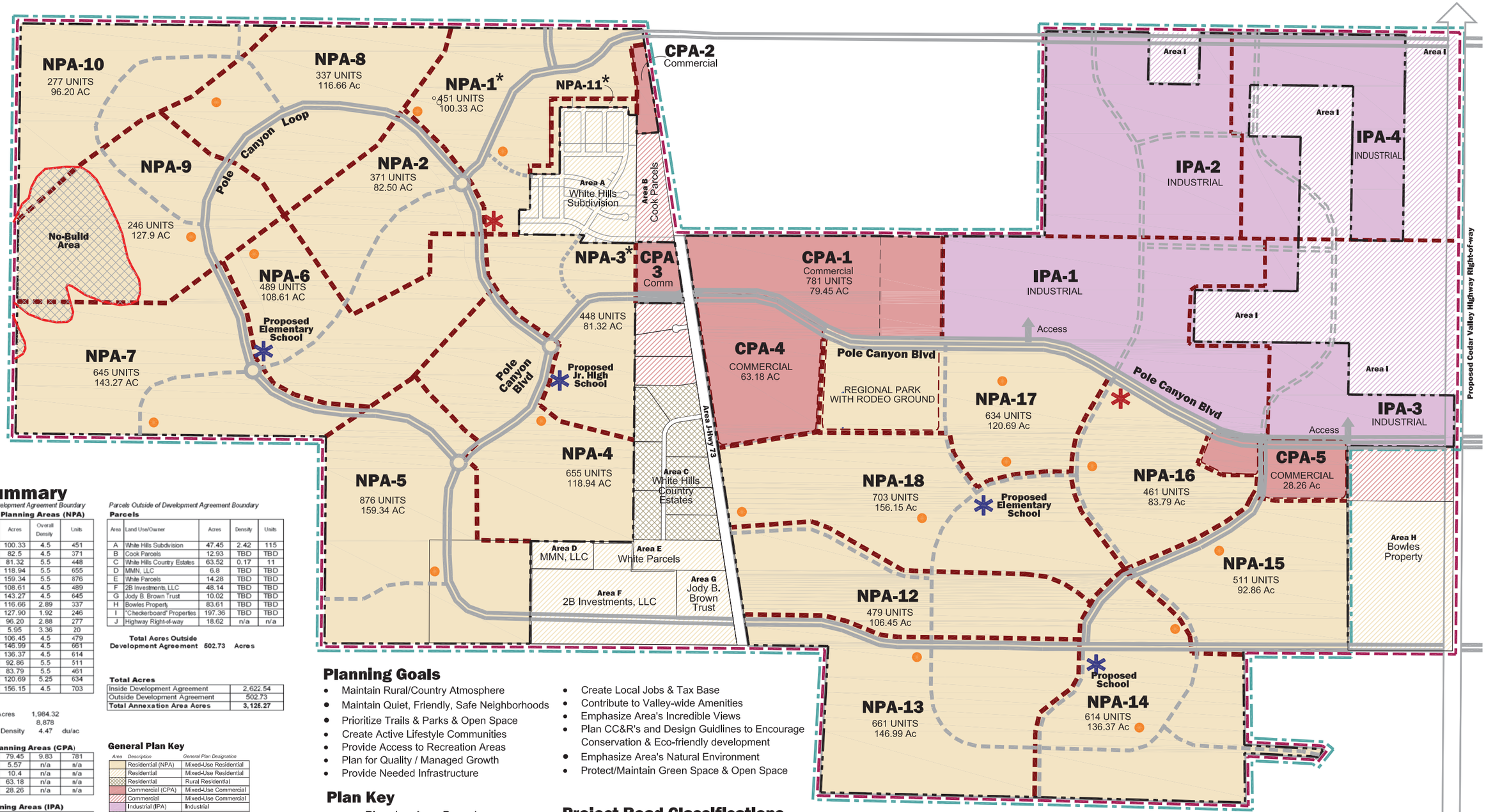
- Storm Mains
- Water Mains
- Sewer Mains
- Gas Main
- Storm Outfalls
- Storm Manholes
- Storm Inlets
- CatchBasin_Master
- Combo Box
- Storm System Valves
- Storm Network Structures
- Storm Discharge Points
- Storm Clean Outs
- Storm Detention Areas
- Well
- Tank
- Well Locations
- Water Service Connections
- Water Valves
- Water Test Stations
- Water System Valves
- Irrigation Main
- Sewer Lateral Lines
- Clean_Out_Master
- Sewer Fittings
- Sewer Network Structures
- Sewer Manholes
- Pony Express Manhole Pilot Scans
- Lift Stations
- Sewer System Valves

EAGLE MOUNTAIN

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

0 250 500 1,000 Feet



Site Summary

Parcels Inside of Development Agreement Boundary

Neighborhood Planning Areas (NPA)

Area	Planning Area Type	Acres	Overall Density	Units
1	Residential	100.33	4.5	451
2	Residential	82.5	4.5	371
3	Residential	81.32	5.5	448
4	Residential	118.94	5.5	655
5	Residential	159.34	5.5	876
6	Residential	108.61	4.5	489
7	Residential	143.27	4.5	645
8	Residential	116.66	2.89	337
9	Residential	127.90	1.92	246
10	Residential	96.20	2.88	277
11	Residential	5.95	3.36	20
12	Residential	106.45	4.5	479
13	Residential	146.99	4.5	661
14	Residential	136.37	4.5	614
15	Residential	92.86	5.5	511
16	Residential	83.79	5.5	461
17	Residential	120.69	5.25	634
18	Residential	156.15	4.5	703

Total Residential Acres 1,984.32
Total Units 8,878
Residential Gross Density 4.47 du/ac

Commercial Planning Areas (CPA)

1	Commercial	79.45	9.83	781
2	Commercial	5.57	n/a	n/a
3	Commercial	10.4	n/a	n/a
4	Commercial	63.18	n/a	n/a
5	Commercial	28.26	n/a	n/a

Industrial Planning Areas (IPA)

1	Industrial	159.9	n/a	n/a
2	Industrial	142.04	n/a	n/a
3	Industrial	57.09	n/a	n/a
4	Industrial	92.33	n/a	n/a

Total Dev Agreement Acres 2,622.54
Total Residential Units 9,659
Gross Density 3.68

Parcels Outside of Development Agreement Boundary

Parcels

Area	Land Use/Owner	Acres	Density	Units
A	White Hills Subdivision	47.45	2.42	115
B	Cook Parcels	12.93	TBD	TBD
C	White Hills Country Estates	63.52	0.17	11
D	MMN, LLC	6.8	TBD	TBD
E	White Parcels	14.28	TBD	TBD
F	2B Investments, LLC	48.14	TBD	TBD
G	Jody B. Brown Trust	10.02	TBD	TBD
H	Bowles Property	83.61	TBD	TBD
I	"Checkerboard" Properties	197.36	TBD	TBD
J	Highway Right-of-way	18.62	n/a	n/a

Total Acres Outside Development Agreement 502.73 Acres

Total Acres

Inside Development Agreement	2,622.54
Outside Development Agreement	502.73
Total Annexation Area Acres	**3,125.27**

General Plan Key

Area	Description	General Plan Designation
	Residential (NPA)	Mixed-Use Residential
	Residential	Mixed-Use Residential
	Residential	Rural Residential
	Commercial (CPA)	Mixed-Use Commercial
	Commercial	Mixed-Use Commercial
	Industrial (IPA)	Industrial
	Industrial	Industrial

* Note: In NPA 11, all lots shall be a min 10,000 Sq Ft. In NPA 1 & 3, a street with min 10,000 Sq Ft lots on both sides shall abut the existing White Hills Subdivision

Planning Goals

- Maintain Rural/Country Atmosphere
- Maintain Quiet, Friendly, Safe Neighborhoods
- Prioritize Trails & Parks & Open Space
- Create Active Lifestyle Communities
- Provide Access to Recreation Areas
- Plan for Quality / Managed Growth
- Provide Needed Infrastructure
- Create Local Jobs & Tax Base
- Contribute to Valley-wide Amenities
- Emphasize Area's Incredible Views
- Plan CC&R's and Design Guidlines to Encourage Conservation & Eco-friendly development
- Emphasize Area's Natural Environment
- Protect/Maintain Green Space & Open Space

Plan Key

Planning Area Boundary

Proposed Schools

Proposed Public Safety Facility

Potential Church Site
Church sites will be located throughout each planning area on an as-needed basis

Project Road Classifications

Arterial Road Corridors
Major Collector Road Corridors
Industrial Collector Road Corridors
Minor Collector Road Corridors
Local Street

Boundary Classifications

Annexation Boundary
Development Agreement Boundary
Master Plan Area

Land Use Element
Exhibit 2

aswm+

0 300 600 1200 1800

Quality Real Estate & Mortgages EGI MANAGEMENT

DAI Utah's Foremost Land Developer

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **AUGUST 3, 2021**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 15.60 Street Improvements.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
Yes

PREPARED BY:
Chris Trusty, Public Works

PRESENTED BY:
Chris Trusty

RECOMMENDATION:
Staff recommends that the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 15.60 Street Improvements.

BACKGROUND:
With the continued growth of the City and in an effort to maintain current standards for facilities being constructed within the City, staff has begun the process to review and implement changes to the Construction Standards which set the minimum criteria to be used for construction within the City. Because of the extent of the City's standards, staff will be bringing updates to the City council in phases, starting with the higher priority changes.

These changes refer to Street Improvement, and basically deal with the asphalt and street cross sections requirements. The City worked with PEPG to provide recommendations for these updates. Tim Biel with PEPG has 20+ years in the asphalt pavement industry with UDOT and PEPG. Tim was instrumental in the recent updates to the American Public Works Association Utah Chapter Standard Plans which is the industry standard enacted by most municipalities in the state. The recommended update largely reflects the standards found in that document.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

ORD--EMMC 15.60 Street Improvements

EMMC 15.60 Street Improvements - Redlines

ORDINANCE NO. O- -2021

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE, CHAPTER 15.60 STREET IMPROVEMENTS

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 15.60 Street Improvements, 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 15.60 Street Improvements.

2. The amendment described in Exhibit A is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City this 3rd day of August, 2021.

EAGLE MOUNTAIN CITY, UTAH

_____

Tom Westmoreland, Mayor

ATTEST:

_____

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

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 3rd day of August, 2021.

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

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

Posted on _____ by _____ .

Exhibit A

Chapter 15.60
STREET IMPROVEMENTS

Sections:

15.60.010 General.
15.60.020 ~~Minimum road section.~~ Pavement Design
15.60.025 Bituminous Concrete Mix Design
15.60.030 ~~Aggregate size.~~ Quality Assurance and Materials Acceptance
15.60.035 Quality Control
15.60.040 Asphalt seam location.
15.60.050 Warranty repairs.
15.60.060 Manholes and valve boxes.
15.60.070 Street Lighting.
15.60.070 Street Signs.

15.60.010 General.

All street surfacing shall comply with the APWA Standard Specifications, unless noted otherwise in this chapter.

Prior to placing asphalt surfaces, temperatures shall be a minimum of 50 degrees Fahrenheit and rising, and be expected to maintain a temperature of greater than 50 degrees for a length sufficient to complete a reasonable quantity of paving. In no instance will asphalt be allowed to be placed in temperatures less than 47 degrees. No asphalt may be placed on frozen ground, or when overnight temperatures of less than 42 degrees are expected.

A soils investigation shall be performed for all new roads and those roads for which work will be performed. The results of this investigation and a design of the road cross-section shall be submitted to and accepted by the city engineer or his/her designee. This chapter covers the preparation of subgrade, the placing of base gravel, and the placing of asphalt surface on any city street. [Ord. O-03-2010 § 1 (Exh. A § 12.010)].

~~15.60.020 Minimum road section.~~

~~Unless approved otherwise by the city engineer or his/her designee, the public works director, or as directed by the city council, on residential roads, a minimum of nine inches of engineered fill, meeting Type A1 or A2 classifications as set forth by AASHTO with a maximum of 25% fines passing the number 200 sieve shall be placed over scarified native earth, shall be placed over scarified native earth material. The minimum thickness of road base shall be six inches when used in conjunction with the engineered fill. The minimum thickness of asphalt in a city road shall be three inches. Road base to meet specification for state specs on road base. The subbase is to be prepared in accordance with the geotechnical report. If soils exhibit pumping, additional preparations may also be required as detailed in the geotechnical report, which may include over-excavation of materials or the placement of a geotextile fabric. Methods of remediation must be approved by the city engineer or his/her designee. Road sections on collector or arterial roads, or in commercial or industrial subdivisions may require an increased cross section as determined by a geotechnical report. The minimum grade for a road shall be 1% unless approved otherwise. All roads shall have a cross slope between 2% and 4%. [Ord. O-03-2010 § 1 (Exh. A § 12.020)].~~

15.60.020 Pavement Design

Unless approved otherwise by the city engineer or his/her designee, the public works director, or as directed by the city council pavement sections will be constructed, at minimum, in accordance with the

table below. The contractor shall submit a pavement design for each roadway to be constructed based on AASHTO 1993 or AASHTO ME practices. The pavement design should accommodate project specific traffic projections and geotechnical conditions, including expected construction traffic. *If soils exhibit pumping or other instability, additional preparations (such as soil treatment, geotextile placement or over-excavation and placement of additional subbase layers) may also be required.* Remediation requirements to be detailed by geotechnical report. Methods or remediation must be approved by the City Engineer or their designee.

Minimum Pavement Sections

Street	Arterial	Collector	Local Street* / Parking Lot	Commercial Parking Lot
Asphalt	5”	4”	3”	4”
Untreated Base	6”	6”	6”	8”
Subbase**	12”	9”	9” ***	9” ***
Total	20”	19”	18”	20”

**Spline (Main Access) roads for new subdivisions must meet Collector minimum section.*
***Subbase to consist of engineered fill, meeting type A1 or A2 classifications as set forth by AASHTO, placed over scarified and compacted native earth material unless modified by the geotechnical report.*
****May be waived for placements over subgrade with a CBR of 10% or greater, tested at 95% compaction of AASHTO T-99 and with a 10lb surcharge.*

15.60.025. Bituminous Concrete Mix Design

Unless approved otherwise by the City Engineer or their designee, the Public Works Director, or as directed by the City Council, the following bituminous mixes will be used, as per APWA 32 12 05 Bituminous Concrete and as modified below:

Street	Bituminous Mix
Arterial	PG 64-28, SP-1/2, 75 Nd
Collector	PG 58-28, DM-3/4, 50 Blow or SP-1/2, 75 Nd
Local/Parking Lot	PG 58-28, DM-1/2, 50 Blow or SP-3/8, 75 Nd
Commercial Parking Lot	PG 58-28, DM-3/4, 50 Blow or SP-1/2, 75 Nd

All mixes must meet the following additional requirements:

- Maximum recycled pavement allowed is 15% by weight of RAP or 15% of RAP Binder, whichever is lesser.
- PG Binders that exceed minimum requirements are acceptable.

~~15.60.030 Aggregate size.~~
~~A one-half-inch minimum mix design is to be used on all residential streets. All collector roads shall require a minimum three-quarter-inch mix design. [Ord. O-03-2010 § 1 (Exh. A § 12.030)].~~

15.60.030 Quality Assurance and Materials Acceptance.

A. Asphalt Pavement Material Tests. Material tests will be conducted by the City when the City Engineer or his/her designee considers it necessary.

B. Compaction Tests. The City will test all bituminous pavement for compaction and asphalt cement content. Test locations shall be determined by the City but will generally be taken 3 per 200 lineal foot of street or 1 per 2,000 square foot of paved area. Use core density to determine compaction acceptance. Use the following actions for compaction acceptance or correction.

COMPACTION ACCEPTANCE

Density, in Percent*		Action
Average	Lowest Test	
93.0 to 97.0	90.0 or greater	Placement Accepted
93.0 to 97.0	Less than 90.0	Evaluate and Remediate Low Tests**
Less than 93.0	90.0 or greater	Evaluate and Remediate Full Pavement***
Less than 93.0	Less than 90.0	Placement Rejected

**Carry all calculations to minimum 1 decimal point.*
***Evaluate to determine extent of low-density areas. Remediation to include localized removal and replacement with acceptable placement.*
****Provide evaluation by Pavement Engineer addressing structural performance and remediation recommendations for approval by City Engineer.*

C. Grading Inspection. The subgrade, sub-base, and road base shall all be graded to an engineered red-head and accepted by Eagle Mountain City. Red-heads shall be placed every 50 feet at the crown of the road. If the distance between redheads and edge of pavement exceeds 25 feet additional redheads shall be installed halfway between the crown and edge of pavement. Red-heads shall also be placed every 50 feet at the edge of pavement where there is no curb and gutter.

D. Thickness Test. Material depth tests will be conducted by the City when the City Engineer or his/her designee considers it necessary. Depth analysis shall be made on at least four test holes for each section, excavated and filled by the contractor. Base thickness shall be accepted if 75% of the test holes are less than 1/4" below the specified thickness and no individual hole shall be more than 3/4" below the specified thickness. Work with sub-standard thickness may be accepted at reduced price if the appropriate pay factor for the lowest tested thickness is applied to all of the substandard work.

E. Bituminous Concrete Surface. Unless otherwise directed, the Contractor will be responsible for determining the depth of the bituminous surfacing in accordance with APWA 32 12 13.16, using cores, with the following modifications.

1. At the discretion of the City, the City may verify surfacing thickness through use of Ground Penetrating Radar (GPR). Thickness determined by GPR will be based on the depth on the trace where 95% of the trace meets or exceeds. The City may allow thickness determined by GPR to supersede coring results.

2. The following table outlines the pay factors for sub-standard asphalt pavement thickness:

THICKNESS ACCEPTANCE

Thickness Deficiency, In Inches*		Action
Average	Lowest Sublot	
0.00 to 0.25	0.00 to 0.375	Placement Accepted
0.00 to 0.25	Greater than 0.375	Evaluate and Remediate Sublot**
Greater than 0.25	NA	Remediate Full Pavement***

**Carry all calculations to minimum 2 decimal points.*
***Evaluate to determine extent of low-density areas. Remediation to include localized removal and replacement with acceptable placement or mill/overlay with sufficient additional thickness to meet design requirements. Minimum overlay thickness must meet specification minimums based on aggregate gradation.*
****Remediate Entire Lot. Remediation to include localized removal and replacement with acceptable placement or mill/overlay with sufficient additional thickness to meet design requirements. Minimum overlay thickness must meet specification minimums based on aggregate gradation.*

F. Profile Tolerance Inspection. Profile tolerance inspections may be required by the City any time within a year of paving. Collector and arterial streets shall meet the requirements of APWA 32 12 16 (Plant-Mix Asphalt Paving). For local streets profiling, the maximum vertical distance from the pavement surface to a straight edge is:

1. 1/4-inch in 10 feet parallel to centerline.

2. 3/8-inch in 10 feet perpendicular to centerline except at cross section grade breaks.

G. Longitudinal Joints. Construct all longitudinal and transverse joints such that the upslope edge of the joint is level or slightly above downslope edge and within 10 foot straight-edge requirements. Remediate all joints that do not conform to this requirement.

H. Asphalt Concrete Temperature Test. This test shall be conducted on the first three loads of asphalt concrete installed, and on one in four of all future loads as required by the City. Testing shall be conducted according to the requirements and specifications of APWA 32 12 16 (Plant-Mix Asphalt Concrete Paving). Temperature gauge shall be allowed to stabilize for 1 minute before taking reading if using probe type. If using infrared "gun" type, reading shall consist of an average of a minimum of 3 readings, where reading is taken immediately after displacing a minimum of 2 inches of material from the surface being tested and the "gun" is within 18" of the surface being tested.

I. Asphalt Paving Limitations. Pave according to Section 02741 Part 3.8 of the current Standard Specifications for Road and Bridge Construction published by the Utah Department of Transportation (UDOT) unless otherwise approved by the City Engineer or his/her designee. Place HMA between April 15 and October 15, and when the air temperature in the shade and the roadway surface temperature are above 50 degrees Fahrenheit. In the event the City Engineer approves paving between October 15th and April 15th, an overlay in the spring will be required as outlined in the table below. Do not place HMA on frozen base or during adverse climatic conditions such as precipitation or when roadway surface is icy or

wet. Use a release agent that does not dissolve asphalt and is acceptable to the City Engineer or his/her designee for all equipment and hand tools used to mix, haul, and place the HMA.

The City Engineer may, at his/her discretion, waive this date restriction requirement if outside temperatures are at least 60°F and the base material condition is approved.

15.60.035 Contractor Quality Control.
The contractor will provide the following for all paving operations:

A. HMA Mixing Plant: Use a UDOT 514 QMP certified Asphalt Mix Plant.

1. Submit plant certification documentation with mix design.

B. Perform Quality Control efforts sufficient to demonstrate material produced meets requirements of this specification.

For each asphalt production day, the contractor will provide the following:

1. Testing Report: Submit Quality Control data to the Engineer within 3 working days after completion of each day of paving or prior to the start of the next paving day, whichever is sooner.

2. Plant Production Report: Submit daily plant production records to the Engineer within 3 working day after completion of each day of paving or prior to the start of the next paving day, whichever is sooner.

15.60.040 Asphalt seam location.
The contact point of two adjacent asphalt placements shall be located such that the seam is at a minimum five feet from the projected edge of the lip of gutter on the higher volume roadway. Cross gutters may be required for all roadways intersecting off a roadway classified as a collector road as directed by the city engineer or his/her designee. [Ord. O-03-2010 § 1 (Exh. A § 12.040)].

15.60.050 Warranty repairs.
The city engineer or his/her designee shall determine at the time of the walkthrough the minimum type of surface maintenance that will be required for the subdivision or portions thereof. Crack sealing of seams will be required at a minimum for seams with horizontal gaps greater than one-fourth inch, or in instances which exhibit vertical separation. Slurry seals may be required in instances when asphalt patching occurs on more than 40 percent of any portion of the roadway. All slurry seals will be a Type II slurry.

All streets shall be swept clean prior to placement of slurry seal. All manholes and valves, including concrete collars, shall be protected from slurry seal. Any slurry seal in gutters or on other concrete shall be removed. A leveling course shall be applied where needed before the final slurry seal is laid. [Ord. O-03-2010 § 1 (Exh. A § 12.050)].

15.60.060 Manholes and valve boxes.
All manhole covers and valve boxes shall be raised to the proper grade after the placement of pavement. The cover shall be removed and raised to the proper elevation with concrete setting the frame one-quarter inch below the pavement grade. The following types of rings can be used:

A. Four thousand psi concrete can be used with epoxy coated rebar with 2 rings maximum each collar.

B. Six thousand psi concrete will be used with fiber mesh 1.5 pounds per yard ¾ inch monofilament.

All adjustments in the elevation from the manhole cone/ lid to be made with whirly gig, manhole riser collar system or equivalent. All adjustments in elevation to water valve boxes are to be made in the top "sliding" riser. If grade cannot be reached with existing top another base section cut to grade must be used. [Ord. O-03-2010 § 1 (Exh. A § 12.060)].

15.60.070 Street Signs.
All signs, post, and hardware shall be installed in accordance to the MUTCD Standards.

Sign post shall be 2-3/8" round post, galvanized inside and out, powder coated with 8017 brown, 16 gage with no holes, crash tested and NCHRP 350 approved.

All post shall have a galvanized dome rain cap and powder coated with 8017 brown.

Signage shall be installed to post with a sign clamp assembly, center bolt and U-bolt to be ½" diameter.

Post shall be anchored to a V-loc 23VRN anchor for 2-3/8" round post with a 24" leg, with stabilizer bolt, and wedge.

All anchors shall be driven into soil, no digging and burying shall be allowed.

All signage shall be marked in the bottom corner (1/4" tall, 1" wide) with date and year sign was made.

15.60.080 Seal coat.
A seal coat fee shall be required for all new roads for the purpose of installing a seal coat on all new asphalt pavement approximately one year after final acceptance of development and/or minimum of 80 percent construction completion, to be determined by the city. The seal coat fee shall be a cash payment at the time of plat recording. The seal coat fee shall be paid by developer based on the total cost for seal coat at the current contract rates for the city for the anticipated date of the installation of the seal coat. The installation of seal coat shall be the responsibility of the city unless, at the time of payment of the seal coat fee, developer requests that the city allow developer to install the seal coat. If developer requests that city allow developer to install the seal coat, the city shall notify the developer at the time the city requires installation of the seal coat and provide developer 90 days to complete installation of the seal coat. The seal coat must meet all standards, specifications and warranties of the seal coat that would be installed by the city. Upon completion of the seal coat by the developer, the city shall refund the seal coat fee to the developer. [Ord. O-14-2021 § 2 (Exh. A)].

UPCOMING PLANNING-RELATED AGENDA ITEMS

<u>Active Projects</u>
Angel Landing Concept Plan
Betos Concept Plan
Coyote Run Preliminary Plat
Eagle Crest Phase A Preliminary Plat
Eagle Quest Concept Plan
Just Chillin Temporary Site Plan
Oquirrh Mountain Ranch Phase B MDP Amendment and Preliminary Plat
Overland E-1 Preliminary Plat
Pole Canyon NPA-17 General Plan Amendment, Rezone, MDP, and Preliminary Plat
Porters Crossing Retail Center Concept Plan
Ranches Crossing Concept Plan
Rezone of Properties in Expired MDAs
SilverLake Plat 32 Site Plan
Smith Property Concept Plan
Stonebridge Montessori Rezone & Site Plan

<u>Other Projects</u>
Eagle Commons/MF 3 Zone
La Petite Pet Grooming – Conditional Use Permit
Spring Run MDP and Preliminary Plat Amendment
Sunset Flats Amended Preliminary Plat

<u>Code Amendments</u>
Animal Code
Change “Base Zoning” to “Underlying Zoning” throughout
Community District Node Overlay
Detached Accessory Apartments
Driveway Width Restriction
Expiration of Applications
Flags and Flagpoles
General Plan Land Use Adjacency Updates
Industrial Zone
Landlord Licensing / Accessory Apartments
Landscape Completion
Multifamily Amenities Distance Requirements
Public Noticing Requirements
Rezone Redesignations
Shooting Range Ordinance
Wash Protection Overlay Zone