



EAGLE MOUNTAIN CITY COUNCIL MEETING

July 19, 2022, 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 UPDATE - City Growth/Development

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 [Lobbyist Services Agreement - Legislative Executive Consulting, LLC Consulting Agreement](#)
- 9.B [Franchise Agreement - Utah Broadband Franchise Agreement](#)
- 9.C [Master Infrastructure Agreement - Stadion, LLC Master Infrastructure Agreement](#)

10. BOND RELEASES

- 10.A [Overland Phase D, Plat 2 - Into Warranty Recorded Plat Bond Release Letter](#)

11. CHANGE ORDERS

- 11.A [Well #7 Site Prep Package Change Order #1 - VanCon, Inc. Change Order #1](#)

12. MINUTES

- 12.A [July 5, 2022 Minutes - Regular City Council Meeting 07.05.2022 City Council Minutes](#)

13. RESOLUTIONS

- 13.A [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule for Central Water Project Water Purchases. Consolidated Fee Schedule - Redlines RES--Consolidated Fee Schedule - CWP Water](#)

SCHEDULED ITEMS

14. ORDINANCES/PUBLIC HEARINGS

- 14.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Municipal Code Section 17.15.030 Planning Commission Organization.](#)

BACKGROUND: *(Presented by City Attorney Jeremy Cook)* As requested by the City Council, the proposed ordinance changes the structure of the Planning Commission to include an alternate Planning Commissioner. This item was tabled at the June 21, 2022 City Council meeting.

[ORD--EMMC 17.15.030 Planning Commission Organization](#)

EXHIBIT--EMMC 17.15.030 Planning Commission Organization (Version 2)

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 Financial Report

[Executive Summary June 2022.pdf](#)

17.B Upcoming Planning 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 14th day of July, 2022, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 19, 2022**

TITLE:	Lobbyist Services Agreement - Legislative Executive Consulting, LLC		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$100,000		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Paul Jerome, Admin

PRESENTED BY:

Paul Jerome, City
Administrator

RECOMMENDATION:

Staff recommends that the City Council consider a consulting agreement between Eagle Mountain City, Utah and Legislative Executive Consulting, LLC.

BACKGROUND:

The proposed agreement between Eagle Mountain City and Legislative Executive Consulting, LLC is for lobbying services. The consultant will provide representation of Eagle Mountain City to legislators, the Governor's Office, lobbyists and other business leaders. The consultant will provide information and strategy for the Legislative Session and interim session and work to negotiate solutions on behalf of the City. Additional services will included the pursuit of ARPA grant funding from the Governor's Office of Economic Opportunity for a water project.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Consulting Agreement](#)

CONSULTING AGREEMENT

This Consulting Agreement (the “*Agreement*”) is entered into and effective this 12th day of July 2022, by and between Eagle Mountain City (“*Client*”) with principal offices located at 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005, and Legislative Executive Consulting, LLC with principal offices located at 11671 Granite Flats Rd., Highland, UT 84003 (“*Consultant*”).

(1) SCOPE OF WORK. Consultant is knowledgeable in the area of work to be performed by Consulting Agreement. The Scope of Work to be performed by Consultant is set forth in *Exhibit A* to this Consulting Agreement incorporated herein by this reference. This Agreement may be amended only by written instrument signed by both the authorized representatives for Client and the Consultant. Consultant is an independent contractor with respect to the work provided to Client.

(2) AUTHORIZATION TO PROCEED. Written approval of this Agreement by the authorized representatives of Client and Consultant will serve as authorization for the Consultant to proceed with the services called for in this Agreement.

(3) PAYMENT OF FEES. Consultant shall invoice Client for services performed for Client under this Consulting Agreement at the rates specified in *Exhibit A*. Each invoice shall be itemized and have an invoice number. Consultant will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker’s compensation insurance coverage; and will make all appropriate unemployment tax payments. All payments due to Consultant are due 15 days from date of Client’s receipt of invoice. Consultant shall not invoice more frequently than once per month.

(4) OWNERSHIP OF DOCUMENTS. All documents including notes, drawings, and reports generated by the Consultant under this agreement are the property of Client. Any reuse by Client without written authorization from the Consultant will be at Client’s sole risk and without legal or liability exposure to the Consultant. Consultant may not use the work product for any other client or purpose without the express written consent of Client.

(5) CONFIDENTIALITY Consultant shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as necessary to perform this contract hereunder and then only on a confidential basis, any information including technical information, experience or data regarding Client’s plans, programs, operations and/or the specific contractual terms contained herein which may come within the knowledge of the parties, their officers, their employees or their agents in the performance of this contract (the “*Confidential Information*”) without in each instance securing the prior written consent of Client. Nothing herein, however, shall prevent either Consultant or Client from disclosing to others or using in any manner, information which either party can show:

- (a) Has been published and become part of the public domain other than by acts, omission, or fault of Client or Consultant or their employees.
- (b) Has been furnished or made known to Consultant or Client by third parties other than those acting directly or indirectly for or on behalf of Client or Consultant as

a matter of legal right without restriction against disclosure and the source of such information was not bound by a confidentiality agreement with or obligation of secrecy to or for the benefit of Client.

- (c) Was in the other party's possession prior to the disclosure thereof by Client or Consultant to each other and the source of such information was not bound by a confidentiality agreement with or obligation of secrecy to or for the benefit of Client.
- (d) The information is required to be supplied to a governmental agency.

(6) CONFLICT OF INTEREST. Consultant agrees to advise Client prior to undertaking services for any other company whose interests are known, or could reasonably be believed to be adverse to the interests of Client.

(7) INDEMNITY. Consultant will indemnify, defend and hold harmless Client and its agents, directors, officers and employees from and against all suites, losses, damages, causes of action or claims (including attorneys' fees and costs) that may be based on any injury to persons or property that is the result of a breach of any obligation in this Agreement or an error, omission or negligent act of Consultant or any person employed by Consultant or acting on Consultant's behalf.

(8) TERM / TERMINATION. The term of this Consulting Agreement shall be for the base period stated in *Exhibit A*. This Agreement shall terminate at the end of the base period unless Client extends the term of the Agreement in writing. Either party may terminate this Agreement at any time by providing 30 days written notice of such termination.

(9) NOTICES/APPROVALS. All notices and approvals required under or by reason of this Consulting Agreement shall be in writing and shall be deemed given when sent to each party's authorized representative as follows:

Consultant

Legislative Executive Consulting, LLC
11671 Granite Flats Rd., Highland, UT 84003
Telephone: (801) 910-3936

Client

Eagle Mountain City
c/o Paul Jerome, City Administrator
1650 E. Stagecoach Run, Eagle Mountain, Utah 84005
Telephone: (801) 789-6606

(10) CHOICE OF LAW AND REMEDIES. This Consulting agreement is made and shall be enforced pursuant to the laws of the State of Utah. The parties agree that monetary damages alone would not be sufficient remedy for any breach of this Agreement and each party,

in addition to monetary damages, shall be entitled to specific performance and injunctive relief as remedies for any such breach. Additionally, the prevailing party in any judicial proceeding shall be entitled to recover from the other its/his/her reasonable costs and expenses, including attorney's fees. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

(11) EQUAL OPPORTUNITY. Consultant shall comply with Equal Employment Opportunity as provided by Executive Order 11246.

(12) SEVERABILITY AND SURVIVAL. Should any part of this Consulting Agreement be found to be void, voidable or unenforceable, such void, voidable or unenforceable provision shall be deemed severed from this Agreement and shall not affect the remainder of this Agreement. The provisions of Sections 4, 5, 6, 7, 10, and 12 shall survive the termination of this Agreement for a period of one (1) year from any such termination.

(13) ASSIGNMENT. Client shall have the right to assign this Consulting Agreement to its successors or assigns and all covenants and agreements hereunder will inure to the benefit of and be enforceable by or against its successors or assigns. The rights and obligations of Consultant under this Agreement are personal to Consultant, and no such rights, benefits, or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

This Agreement is entered into as of the date written above.

Client

Eagle Mountain City

Print Name: Tom Westmoreland

Title: Mayor

Consultant

Legislative Executive Consulting

Print Name: _____

Title: _____

ATTEST: _____

Fionnuala B. Kofoed, MMC
City Recorder

APPROVED AS TO FORM: _____

Jeremy R. Cook

Exhibit A

Scope of Work to Be Performed

1. SCOPE OF WORK

Consultant shall perform the following services as requested by Client:

- A. Provide representation of Client to legislators, governor's office, lobbyists, and business leaders.
- B. Provide information and strategy for Legislative Session and interim leading up to legislative session.
- C. Participate fully in the Legislative Session in pursuing the interests of Client.
- D. Work to negotiate a solution agreeable to Client.
- E. Seek an ARPA Funding grant from GOEO for a water project identified by client.

2. FEES

Client shall pay Consultant a flat fee payment of \$8,333.33 per month. The payment of the Fee is not tied to success and is payable regardless of outcome.

3. TERM

This Agreement shall be effective from July 20, 2022 through July 20, 2023. The parties may mutually agree, in writing, to extend the term hereof.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 19, 2022**

TITLE:	Franchise Agreement - Utah Broadband		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:	FIF Utah, LLC, dba Utah Broadband		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Lianne Pengra, Recorder's
Office

PRESENTED BY:

City Staff

RECOMMENDATION:

Staff recommends the City Council approve a franchise agreement between Eagle Mountain City and FIF Utah, LLC, dba Utah Broadband.

BACKGROUND:

The proposed franchise agreement is for the non-exclusive right to construct and maintain infrastructure necessary to provide internet services within the City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Franchise Agreement](#)

**FRANCHISE AGREEMENT
BETWEEN EAGLE MOUNTAIN CITY AND _____**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between Eagle Mountain City, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah with principal offices at 1650 E. Stagecoach Run, Eagle Mountain, Utah, 84005, and _____ (hereinafter "PROVIDER") with its principal offices at _____.

WITNESSETH:

WHEREAS, PROVIDER desires to provide voice, data or video transmission services within CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY; and

WHEREAS, CITY has enacted Chapter 13.10 of the Eagle Mountain City Municipal Code titled "Telecommunications and Cable System/Video Provider Franchises" (the "Telecommunications Ordinance") which governs the application and review process for telecommunication franchises in CITY; and

WHEREAS, CITY believes that it is in the best interest of the public to provide PROVIDER a nonexclusive franchise to operate a telecommunications network in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

**ARTICLE 1
FRANCHISE AGREEMENT AND ORDINANCE**

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. CITY has adopted the Telecommunications Ordinance which is incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Telecommunications Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Ordinance, as amended. The definitions in the Telecommunications Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Telecommunications Ordinance which is determined to be unlawful or beyond CITY's authority.

1.3 Ordinance Amendments. CITY reserves the right to amend the Telecommunications Ordinance at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between PROVIDER's rights

and obligations under the Telecommunications Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term, provided however that the PROVIDER agrees that it is subject to the lawful exercise of the police power of the CITY. Otherwise, PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. This Agreement shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public rights-of-way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER's System within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Ordinance.

1.6 Business License. PROVIDER acknowledges that PROVIDER must obtain and keep a business license from the City to operate any business within the City.

1.7 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2 FRANCHISE FEE

2.1 Franchise Fee. For the Franchise granted herein, and as fair and reasonable compensation to the CITY for the use of the Rights-of-Way, PROVIDER shall pay the Municipal Telecommunication License Tax authorized by Municipal Telecommunications License Tax Act (Utah Code Ann. §§10-1-401 to 10-1-410, as amended) and the Telecommunications Ordinance. The telecommunications tax shall be calculated in the manner provided in such law (or its replacement) and shall be paid by PROVIDER to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

or any successor address designated by the Utah State Tax Commission. Payments shall be made at the times and in the manner prescribed by the Municipal Telecommunications License Tax Act and the Telecommunications Ordinance.

2.2 Additional Infrastructure or Services. CITY reserves any and all rights it may have now or in the future to legally impose taxes, charges and fees, and to regulate or otherwise condition the use of technology and related activities and services to be provided pursuant to this Agreement that are not taxed or regulated through the Municipal Telecommunications License Tax Act. PROVIDER shall be subject to any future taxes, fees or charges that CITY lawfully imposes on infrastructure or services in the future that are not taxed or regulated through the Municipal Telecommunications License Tax Act, unless the CITY is preempted from imposing such taxes, fees or regulations by state or federal laws.

2.3 Equal Treatment. In accordance with Utah Code Ann. §10-1-406(3)(b), the CITY tax or fees imposed under the Municipal Telecommunications License Tax Act shall be imposed on competitively neutral basis. To foster an environment where service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the CITY; and provide flexibility in the event of subsequent changes in the law, CITY may require modifications to this Agreement that are required to maintain competitive neutrality of providers of similar services within the CITY.

ARTICLE 3 TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse or time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall have the right to remove from the Rights-of-Way any and all of its system, but in such event, it shall be the duty of PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. In the alternative, PROVIDER may, upon CITY's approval, abandon some or all of PROVIDER's system in place.

ARTICLE IV PUBLIC USE RIGHTS

4.1 City Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties or otherwise in a manner which would commercially compete with PROVIDER's

operations or services; and provided that such CITY use does not unreasonably interfere with PROVIDER's operations or services.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to increase pole capacity, alter the manner in which PROVIDER attached equipment to the poles, or alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments.

ARTICLE V POLICE POWERS

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE VI CHANGING CONDITIONS AND SEVERABILITY

6.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, however, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its

ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and CITY's Excavation Permit Ordinance. For PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Ordinance, and CITY's Excavation Permit Ordinance (EMMC Chapter 12.10, as amended).

ARTICLE VII EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

7.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) PROVIDER fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;

(b) PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER; or

(c) PROVIDER becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of CITY.

7.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the

specific provisions of this agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE VIII NOTICE

8.1 Notice to CITY. All notices from PROVIDER to CITY pursuant to or concerning this Agreement, shall be delivered to City Recorder, 1650 E. Stagecoach Run, Eagle Mountain, Utah 84005, or such other officer and address as CITY may designate by written notice to PROVIDER.

8.2 Notice to PROVIDER. All notices from CITY to PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices _____, and such other office as PROVIDER may designate by written notice to CITY.

ARTICLE IX INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall provide evidence of insurance in accordance with EMMC 13.10.050, and the policy or policies of insurance shall be maintained by provider in full force and effect during the entire term of the franchise.

9.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY or the willful misconduct of CITY or any of its officers, employees or agents.

ARTICLE X INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY Rights-of-Way, PROVIDER shall coordinate with CITY and other providers or users of CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within CITY Rights-of-Way. In order to limit damage to recently completed or resurfaced roads, CITY specifically reserves the right to limit cuts or excavation in roads for a period of time after completion, repaving or overlay of roads.

10.2 Underground Installation. Unless otherwise approved by the CITY or allowed by the Telecommunications Ordinance, all of PROVIDER's facilities within CITY shall be constructed underground. PROVIDER expressly agrees to install and maintain all of its facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require PROVIDER to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

ARTICLE XI GENERAL PROVISIONS

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

DATED this _____ day of _____, 20_____

EAGLE MOUNTAIN CITY

By: _____
Mayor

ATTEST:

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

APPROVED AS TO FORM:

Jeremy R. Cook, City Attorney

PROVIDER

Signature

Print Name: _____

Title : _____



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 19, 2022**

TITLE:	Master Infrastructure Agreement - Stadion, LLC		
ITEM TYPE:	Agreement		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Jeremy Cook, City Attorney

RECOMMENDATION:

Staff recommends that the City Council approve a Master Infrastructure Agreement between Eagle Mountain City, Utah and Stadion, LLC.

BACKGROUND:

When Facebook became aware of the inability to use the industrial wastewater generated from their operations as an irrigation source, they offered to provide technical and financial support as a means to ensure that this project would be successful. As previously mentioned to the City Council, this proposed agreement will reimburse the City for the reuse filtration system and the Cory Wride Booster Pump Station. These projects have already been awarded to contractors and are expected to be in place at the end of this irrigation season. Once implemented, this will provide the City with the ability to cease using culinary water for irrigation at Cory Wride Park, effectively increasing the City's ability to provide water for residential use in the City Center.

Additionally, this agreement will fund a Type II reuse project treatment facility to provide treated wastewater to the Facebook site for dust control. By doing this, the City will not only provide an alternate source for dust control that won't affect the City's culinary system, but will provide an alternate disposal option for treated wastewater.

This agreement also sets forth conditions for Facebook to make improvements to the extension of the west access road (now called Virtual Drive) and a half-width roadway north of Facebook between Pony Express Parkway and Virtual Drive. This ROW has been dedicated to the City but they are proposing that they hire their own contractor and perform the work themselves on City property.

Lastly, after hearing of some issues that City has had in filling open job positions, Facebook offered to provide short term staffing assistance to fill some gaps. Included in this agreement is a PT GIS and a FT City Inspector for a 2 year period. These employees would work for Psomas but would be allotted 10 hrs/wk for the GIS position and 40 hr/wk for the inspector position.

Lastly, this agreement does require the City to prioritize the resurfacing of Pony Express Parkway prior to December of 2024 which is a project the City is aware needs to be completed as was mentioned to the City Council during our budget tour of the City. This project was included as a project to be reimbursed by Google.

In total, this is approximately \$1.8M in reimbursement cost to the City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Master Infrastructure Agreement](#)

MASTER INFRASTRUCTURE AGREEMENT

THIS MASTER INFRASTRUCTURE AGREEMENT (this “**Master Infrastructure Agreement**”) is entered into effective as of _____, 2022 (the “**Effective Date**”), by and between the City of Eagle Mountain, a municipal corporation of the State of Utah (the “**City**”), and Stadion LLC, a Delaware limited liability company (“**Company**”). The City and Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

A. In connection with certain development activities within the City of Eagle Mountain, Company desires to perform certain infrastructure improvement activities from time to time, which infrastructure must be operated and maintained by the City and in other cases the work on other infrastructure must be overseen or approved by the City in accordance with Laws (as defined below).

B. Company desires to facilitate construction of the improvements by either (1) reimbursing the City for the costs associated with constructing the infrastructure or overseeing the construction of the same, or (2) constructing the infrastructure for the City’s approval.

C. City and Company desire to enter into an agreement pursuant to which Company may issue, and City may accept, Infrastructure Orders, as hereinafter defined, to reimburse the City for its costs associated with performing the infrastructure construction activities, or, set forth a process by which the City will approve the infrastructure construction activities performed by Company pursuant to the terms and conditions set forth in such Infrastructure Orders and this Master Infrastructure Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants, conditions and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Company agree as follows:

SECTION 1

NATURE OF THE AGREEMENT

1.1 This Master Infrastructure Agreement is a master contract providing the terms and conditions upon which Company may (1) reimburse City its costs for certain infrastructure improvement activities on one or more separate projects pursuant to the issuance of an Infrastructure Order for each such project or (2) obtain City’s approval and/or acceptance of certain infrastructure improvement activities performed by Company pursuant to the issuance of an Infrastructure Order for such project. This Master Infrastructure Agreement including, without limitation, Infrastructure Orders, and change orders issued pursuant to the terms of this Master Infrastructure Agreement, shall remain in full force and effect until terminated as set forth herein.

SECTION 2

TERM

2.1 The term of this Master Infrastructure Agreement (the “**Term**”) shall commence as of the Effective Date and shall expire thirty (30) days after the giving of written notice of termination by City or Company to the other Party, provided neither Party may terminate an Infrastructure Order by giving such notice once such Infrastructure Order has been approved by both Parties and either Party has commenced performance pursuant thereto. Unless expressly agreed to the contrary by the Parties hereto, this Master Infrastructure Agreement shall govern all Contract Documents (as defined below) and other agreements and understandings between the Parties hereto entered into during the Term of this Master Infrastructure Agreement with respect to a project that is the subject of an Infrastructure Order. Notwithstanding the foregoing, the termination of this Master Infrastructure Agreement shall not extinguish, modify or affect in any way the rights and obligations of the Parties with respect to any Infrastructure Order(s) or associated

Contract Document(s) issued or entered into by the Parties prior to the date of such expiration or termination which shall remain in effect for the duration of the Project or, if applicable, the term of such Infrastructure Order(s).

SECTION 3

INFRASTRUCTURE ORDERS; ACCEPTANCE OF SERVICES

3.1 Infrastructure Orders.

(a) From time to time, Company may issue to City an Infrastructure Order (each, an “**Infrastructure Order**”) with respect to specified services (the “**Services**”) and/or materials and/or equipment, if any (the “**Equipment**”), and collectively with the Services, the “**Work**”), set forth in the Infrastructure Order relating to a particular project (each, a “**Project**”). The Work set forth in the Infrastructure Order shall include all services, goods, materials and/or equipment, if any, necessary or incidental to the completion of the Work specified in the Infrastructure Order. For Projects in which Company will reimburse the City for infrastructure construction or review activities, the Infrastructure Order shall be substantially in the form of **Exhibit A** hereto, modified only to reflect the information called for in the Infrastructure Order and such other changes as City and Company may agree upon for the covered Project. For Projects in which Company will secure the services of a third party to perform the infrastructure construction or review activities, the Infrastructure Order shall be substantially in the form of **Exhibit B** hereto, modified only to reflect the information called for in the Infrastructure Order and such other changes as City and Company may agree upon for the covered Project. Upon delivery of a proposed Infrastructure Order to City, City shall review and approve the same (or make revisions thereto) within forty-five (45) days and return the same to Company. Upon receipt by City of either an approved Infrastructure Order or revisions thereto, Company will approve the same (or make further revisions thereto) within forty-five (45) days and return the same to City. Such process shall continue until a mutually agreeable Infrastructure Order is fully executed by the Parties. Upon timely receipt of such signed Infrastructure Order and the signing of the Infrastructure Order by City, such Infrastructure Order shall constitute a contract for the performance of the Work called for therein, subject to all of the terms, conditions and provisions of the Contract Documents.

3.2 Acceptance of Services.

(a) Services by City. When all Services to be provided by City pursuant to an Infrastructure Order are completed, City shall so notify Company and Company shall have the right to a final review of the Services including, without limitation, any and all records and reports maintained by City in connection with the Services. Following such review, the Parties shall mutually determine whether the Services conform to the terms, conditions and specifications of the Contract Documents. In the event any of such work fails to meet any specified tests or is otherwise judged by City or Company to fail to comply with the Contract Documents in Company’s reasonable discretion, City shall remedy any defect and repeat such tests until specified tests are met and such work complies with the Contract Documents in Company’s reasonable discretion. Notwithstanding the foregoing, throughout the progress of the Work Company shall have the right to inspect the same pursuant to Section 3(c) of the applicable Infrastructure Order. In no event shall Company’s exercise of such inspection rights constitute approval or acceptance of the Work and the Work shall at all times comply with the Contract Documents.

(b) Services by Company. When all Services to be provided by Company pursuant to an Infrastructure Order are completed, Company shall so notify City and City shall have the right to a final review of the Services including, without limitation, any and all records and reports maintained by Company in connection with the Services. Following such review, City shall either notify Company of its acceptance of the Services or issue to Company a listing of additional items required in order for the Services to conform to the terms, conditions and specifications of the Contract Documents. In the event any of such work fails to meet any specified tests or is otherwise judged by City to fail to comply with the Contract Documents in City’s reasonable discretion, Company shall remedy any defect and repeat such tests until specified tests are met and such work complies with the Contract Documents in City’s reasonable discretion. Notwithstanding the foregoing, throughout the progress of the Work City shall have the right to inspect the same.

SECTION 4

CONTRACT DOCUMENTS

Upon the signing of an Infrastructure Order by City and Company for a Project as identified in such Infrastructure Order, unless otherwise specifically set forth in such Infrastructure Order, Company and City agree that the contract documents (the “**Contract Documents**”) for the provision of such Project shall consist of, and Company and City shall be bound by, the following documents, which documents are hereby incorporated herein by reference, and the documents shall have following order of precedence:

- (a) All technical and special terms and conditions and all other documents listed, or referred to, in the foregoing documents, if any, provided that items related to a specific Project as described in an Infrastructure Order or any addenda or modifications thereto shall only apply to such Project.
- (b) The particular Infrastructure Order and all attachments and exhibits thereto; and
- (c) This Master Infrastructure Agreement and all attachments and exhibits hereto.

The foregoing Contract Documents are as fully a part of the respective Infrastructure Order as if attached to or repeated therein. All terms capitalized but not otherwise defined herein or in the Infrastructure Order shall have the meaning set forth herein, or in the other attachments or exhibits hereto.

In accordance with the foregoing, the Contract Documents include the following exhibits, each of which is incorporated herein by this reference as applicable.

Exhibit A	–	Form Infrastructure Order - Reimbursement
Exhibit B		Form Infrastructure Order - Approval

SECTION 5

STANDARDS

5.1 Compliance with Laws. In connection with the negotiation and performance of this Master Infrastructure Agreement and any Infrastructure Order, the City, on behalf of itself and City’s contractors, represents and warrants that they have complied and covenants that they shall comply with all Laws, rules, and regulations including anti-corruption legislation and all applicable City contracting and public tendering Laws and requirements, and represents, warrants, and covenants that they have used and shall use only legitimate and ethical business practices. The funds, Equipment and Services provided by Company do not require Company to submit a bid or otherwise participate in City’s standard procurement process, or undertake any other obligations set forth in the procurement rules and regulations of the City.

5.2 Anti-Corruption Compliance. In connection with the negotiation and performance of this Master Infrastructure Agreement, the Parties, on behalf of themselves and their agents and representatives, represent, warrant and covenant that each Party has not engaged in and shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting or agreeing to accept money or Anything of Value, directly or indirectly to or from (a) any Government Official to (i) influence any act or decision of a Government Official in their official capacity, (ii) induce a Government Official to use their influence with a government or instrumentality thereof, or (iii) otherwise secure any improper advantage; or (b) any person or entity in any manner that would constitute bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law, rule, or regulation. “Anything of Value” includes, but is not limited to, cash or a cash equivalent (including “grease”, “expediting” or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, charitable contributions, sponsorships, use of materials, facilities or equipment, transportation, lodging, or promise of employment. “Government Authority” means any multinational, national, regional, or local government, governmental or public department, court, commission, board, bureau, agency, ministry or other governmental instrumentality, public international organization, or subdivision, agent, commission, board, or authority of any of the foregoing. “Government Official” means any official or employee (or relative or household member thereof), or agent of a Government Authority.

- (a) Notice & Cooperation. If either Party becomes aware of any violation or suspected violation of Section 5.2 (Anti-Corruption Compliance), it must provide prompt written notice to the other Party setting forth the relevant facts and circumstances and, if such notice is sent to the attention of the Company, by copying Legal-Notices@fb.com on such notice. The Parties will, consistent with applicable Laws, cooperate with one

another in good faith to review any suspected violations of Section 5.2 (Compliance; Ethical Business Practices; No Procurement Process), including by providing reasonable access to relevant documentation.

- (b) Subcontractor Compliance. The City will ensure that the subcontractors it retains in connection with the performance of this Agreement expressly agree to anti-corruption undertakings, representations, and warranties substantially similar to the provisions in Sections 5.2 (Anti-Corruption Compliance) and 9.1 (Default and Remedies).

5.3 Covenants. To the extent either Party furnishes Equipment and Services as part of the Work, the furnishing Party shall obtain from vendors, contractors and manufacturers such warranties in the City's name, and shall include Company as a beneficiary of the same, covering defects in workmanship and materials as are reasonably obtainable on such Services and Equipment. For infrastructure to be owned by City, to the extent any such warranties are not in the City's name and are assignable, Company will assign such warranties to City upon request.

SECTION 6

PERSONNEL

6.1 Employee Status. For all purposes under the Contract Documents, in no event shall any employee of either Party be considered a borrowed servant. All employees of City and Company, as applicable, performing services or work in connection with the Contract Documents shall be considered an employee of an independent contractor.

SECTION 7

INSURANCE

7.1 Prior to the start of the Work under all applicable Infrastructure Orders and continuing until the later of one (1) year following completion of such Work or the expiration of any applicable warranty periods, Company (or its designee performing the Work) will obtain and maintain at its expense insurance required by Law as set forth in the applicable Infrastructure Order.

SECTION 8

NOTICES

Whenever any notice is required or permitted under this Master Infrastructure Agreement or an Infrastructure Order, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice, notices to the Parties shall be delivered as follows:

City: Eagle Mountain City
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005

Company: Stadion LLC
1 Hacker Way
Menlo Park, California 94025
Attention: Site Development Manager

Stadion LLC
1 Hacker Way
Menlo Park, California 94025
Attention: Data Center Counsel

Parr Brown Gee & Loveless
101 South 200 East, Suite 700
Salt Lake City, Utah 84111
Attn: Robert A. McConnell

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. The Parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent without said further or different names or addresses being considered amendments to this Agreement.

SECTION 9

DEFAULT & REMEDIES

9.1 In the event of a default under this Master Infrastructure Agreement or an Infrastructure Order, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate the applicable Infrastructure Order and seek damages from the defaulting Party, (b) enforce the applicable Infrastructure Order by the remedy of damages or specific performance or (c) receive, to the extent available from the defaulting Party's contractor, liquidated damages. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to any Infrastructure Order. Notwithstanding a timely cure of a breach pursuant to this Section, such breaching Party shall be liable for delay damages to the extent allowed by Law. If a breach of the terms of Section 5.2 (Anti-Corruption Compliance) has occurred, the non-breaching Party may, in addition to the remedies set forth in this Section 9.1 terminate this Master Infrastructure Agreement and any Infrastructure Order(s) immediately by means of written notice to the other Party. If this Master Infrastructure Agreement or any Infrastructure Order(s) are terminated pursuant to the foregoing sentence, the non-breaching Party will have no obligation to make further payments with respect to any transaction associated with the breach of the Agreement by the breaching Party. The breaching Party's obligations under Section 5.2 (Anti-Corruption Compliance) survive the termination or expiration of the Agreement.

9.2 Informal Resolution; First Attempt. If a dispute arises under the Contract Documents between the Parties, the Parties shall attempt in good faith to settle such dispute by mutual discussions within thirty (30) days after the date that a Party gives written notice of the dispute to the other Party in sufficient detail for the recipient to understand the provider's position; provided, however, that if the dispute involves the amount of a payment due to City and after ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the dispute to its satisfaction, such Party may immediately refer the matter to the executive officers of the Parties for consideration pursuant to Section 9.3.

9.3 Informal Resolution; Executive Officers. If the dispute is not resolved in accordance with Section 9.2, either Party may refer the dispute to executive officers of the respective Parties for further consideration. If such individuals are unable to reach agreement within fifteen (15) days, or such longer period as they may agree, then either Party may pursue such further action as it deems necessary, subject to the conditions and limitations expressly set forth herein.

9.4 Confidentiality. All communications conducted pursuant to Sections 9.2 and 9.3 are confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence and applicable state rules of evidence.

SECTION 10

FORCE MAJEURE

10.1 Force Majeure. Neither City nor Company shall be liable for any delay or failure in the keeping or performance of its obligations under the Contract Documents during the time and to the extent that any such failure arises by reason of Force Majeure. Upon the occurrence of an event of Force Majeure the Party affected thereby shall promptly give written notice (setting forth full particulars) to the other Party and shall resume the keeping and performance of the respective obligation after the cause of Force Majeure has come to an end. If an event of Force Majeure occurs and continues for a period of fifteen (15) calendar days from the date of occurrence of such Force Majeure event, the Parties shall meet and make reasonable efforts to resolve the problem. During the existence of a Force Majeure event each Party shall bear its own costs resulting therefrom.

SECTION 11

REQUISITE LICENSURE AND QUALIFICATIONS; LIENS; SURETY.

11.1 Each Party and all of its subcontractors, entities and individuals acting on such Party's behalf in connection with the Work shall, prior to commencing Work and at all times during the term of an applicable Infrastructure Order, obtain, possess and maintain in good standing, all Governmental Authorizations or other credentials as required by any Governmental Authority and in accordance with all Laws to perform the Work.

11.2 Both Parties shall have the affirmative duty to keep the Project free from mechanics and materialmen's liens of any person or entity supplying labor (including design professionals), equipment or material for the Work and shall not permit any lien to be filed or maintained in connection with the Work.

11.3 The Parties acknowledge and agree that no payment or performance bonds shall be required of either Party in connection with any Infrastructure Order.

SECTION 12

MISCELLANEOUS

12.1 Assignment. Company may assign its rights and obligations under this Master Infrastructure Agreement and any Infrastructure Order to any (i) affiliate controlling, controlled by or under common control with Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the property on which the Project is located. If Company sells the property on which the Project is located in its entirety and assigns its rights and obligations hereunder to its successor in title, then Company shall be relieved of all of its covenants, commitments and obligations hereunder. The City shall not have the right to assign its rights and obligations under this Master Infrastructure Agreement or any Infrastructure Order to any Party.

12.2 Entire Agreement. No agreement, representation or inducement shall be effective to change, modify or terminate this Master Infrastructure Agreement or any Infrastructure Order, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Master Infrastructure Agreement or any Infrastructure Order or any application thereof shall be unenforceable, the remainder of the same and any other application of any such term or provision shall not be affected thereby, and each provision of this Master Infrastructure Agreement and the applicable Infrastructure Order shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Master Infrastructure Agreement and each Infrastructure Order represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing shall not, in any dispute over the terms of this Master Infrastructure Agreement or the applicable Infrastructure Order, cause the same to be interpreted against

such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and Company.

12.3 Waivers. Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Master Infrastructure Agreement or any Infrastructure Order, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Master Infrastructure Agreement or any Infrastructure Order shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant contained therein.

12.4 Governing Law. This Master Infrastructure Agreement and each Infrastructure Order is governed by and shall be construed in accordance with the laws of the State of Utah.

12.5 Interpretation. The section headings of this Master Infrastructure Agreement or any Infrastructure Order are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. The use in this Master Infrastructure Agreement or any Infrastructure Order of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

12.6 Counterparts. This Master Infrastructure Agreement and any Infrastructure Order may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Master Infrastructure Agreement or any Infrastructure Order, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

12.7 Business Days. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Utah. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Master Infrastructure Agreement or any Infrastructure Order shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day.

12.8 Effect on Other Vested Rights. Neither this Master Infrastructure Agreement nor any Infrastructure Order abrogates any rights established or preserved by any applicable Law, or by any other agreement or contract executed by the City and Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

12.9 Confidential Information. Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Master Infrastructure Agreement or any Infrastructure Order by any method intended to clearly set apart the specific material that Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to Company (such information, collectively, "Confidential Business Information"). The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City's receipt of any request to inspect or obtain copies of public records relating to this Master Infrastructure Agreement or any Infrastructure Order, the City shall provide written notice of the same to Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until Company shall have had not less than ten (10) Business Days (following and excluding the day on which Company receives such notice) to determine whether to contest the right of any Party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Master Infrastructure Agreement or any Infrastructure Order shall be borne by Company.

12.10 Attorneys' Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Master Infrastructure Agreement or any Infrastructure Order or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding.

12.11 Survival. The provisions of Sections 5.2 9.4, 12.10, 12.11 and 12.12 shall survive the termination of this Master Infrastructure Agreement or the applicable Infrastructure Order and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

12.11 Further Assurances. Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Master Infrastructure Agreement or any Infrastructure Order.

12.12 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS MASTER INFRASTRUCTURE AGREEMENT OR ANY INFRASTRUCTURE ORDER OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL THERETO OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS MASTER INFRASTRUCTURE AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

SECTION 13

DEFINITIONS

Definitions. Each capitalized term herein shall have the following meanings:

"Force Majeure" means any of the following causes to the extent such cause was neither foreseen nor reasonably foreseeable and is beyond the reasonable control of the Party affected thereby: acts of war or the public enemy, whether war be declared or not, including terrorism; public disorder, epidemics, insurrection, rebellion, sabotage, riots or violent demonstrations; earthquakes, hurricanes, tornadoes, hail storms, torrents, floods, unusually severe weather or other natural calamities, disasters or acts of God; fire or explosion; strikes, lockouts or other industrial action by workers or employees of the Party performing the Work or of third parties not under the contractual control and supervision of the Party performing the Work; acts of the government of the United States or the individual states or acts of any foreign country.

"Governmental Authorizations" means all permits, consents, decisions, qualifications, licenses, privileges, approvals, certificates, certifications, confirmations or exemptions from, and all filings with, and notice to, any Governmental Authority.

"Governmental Authority" means any federal, state, municipal or foreign government in any jurisdiction having authority over City, Company, the Work, the Project, or the Project site, or any ministry, department, court, commission, board, agency, institution, or similar entity under the direct control thereof.

"Law" in the singular, and **"Laws"** in the plural, means any of the following to the extent applicable to the Contract Documents or the Work: (a) any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement, or other governmental restriction or any binding interpretation or administration of any of the foregoing by any Government Authority whether now or hereafter in effect, or (b) any requirements or conditions on or with respect to the issuance, maintenance or renewal of any Government Authorization or applications therefor, whether now or hereafter in effect.

"Project" has the meaning set forth in the Recitals in the applicable Infrastructure Order.

(Signature Page Follows)

WHEREFORE, the Parties have entered into this Master Infrastructure Agreement as of the day and year first written above.

CITY:
City of Eagle Mountain

COMPANY:
Stadion LLC

By: _____

By: _____

Title: <<INSERT TITLE OF SIGNATORY>> _____

Title: <<INSERT TITLE OF SIGNATORY>> _____

Name: <<INSERT NAME OF SIGNATORY>>
(Print) _____

Name: <<INSERT NAME OF SIGNATORY>>
(Print) _____

Date: <<INSERT DATE OF SIGNING>> _____

Date: <<INSERT DATE OF SIGNING>> _____

EXHIBIT A
TO
MASTER INFRASTRUCTURE AGREEMENT
FORM INFRASTRUCTURE ORDER - REIMBURSEMENT

INFRASTRUCTURE ORDER
[*project name*]

THIS INFRASTRUCTURE ORDER (this “Order”) is made and entered into as of _____, 20__ (“Effective Date”) by and between the City of Eagle Mountain, a municipal corporation of the State of Utah (the “City”) and Stadion, LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, “Company”). The City and Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

A. Company currently owns or has the right to acquire certain real property located in Utah County, State of Utah, as more particularly described on Exhibit A hereto (the “Property”).

B. The City and the Company desire to complete certain off-site infrastructure improvements/reimbursements associated with the Eagle Mountain Data Center (the “Project”).

C. The City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and aid the Project in order to recruit the Project to the City.

D. The Parties also desire to provide for the construction of certain public improvements to the Property for the Project, some of which will be constructed by the City and some of which will be constructed by the Company.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

1. INDEPENDENT CONSIDERATION. The Company has paid to the City the amount of One Hundred and No/100 Dollars (\$100.00) as consideration and inducement to the City to enter into this Order, which amount shall be non-refundable to the Company.

2. CITY INFRASTRUCTURE IMPROVEMENTS.

(a) Promptly following the Effective Date, the City shall commence and thereafter use diligent efforts to complete the design, permitting, and construction of certain improvements for the Project as set forth in Exhibit B hereto (the “City Improvements”). All of the City Improvements shall be completed by the City in a good and workmanlike manner, free of liens, and in accordance with this Order, including the Construction Schedule (hereinafter defined). All costs to complete the City Improvements shall be paid by the City, subject to a reimbursement for a portion of the costs as provided in Section 5 of this Order.

(b) The City acknowledges that infrastructure capable of meeting the needs of the Project must exist and remain operational to allow for the successful development and operation of the Project, without which the Company would be unable to locate the Project on the Property, so the City agrees to make the City Improvements to the existing infrastructure.

(c) The City shall, at its sole cost and expense, obtain all necessary right-of-way, easement and crossing rights needed from any third parties to complete the City Improvements.

3. CITY CONSTRUCTION.

(a) The City shall, and shall cause the City's contractors to, construct the Improvements: (i) in such a manner as to maintain harmonious labor relations and as not to interfere with or delay any work on the Project to be performed by the Company or the Company's contractors; (ii) in such a manner that the Company and the Company's contractors shall have reasonable vehicular and pedestrian access to the Property via public rights of way or any easements of record at all times; and (iii) in accordance with this Order. The City shall, and shall cause the City's contractors to, act in a commercially reasonable manner and endeavor in good faith to ensure the timely progression of construction of the City Improvements. Prior to commencement of the Work, City, Company, and any applicable contractors shall meet and confer regarding the Work to ensure effective coordination thereof. The City shall deliver to the Company regular updates (not less than biweekly or more often upon request of the Company) regarding the progress of and schedule for completion of the City Improvements. All Construction Documents shall be subject to the Company's prior written consent, which shall not be unreasonably withheld. All contractors and subcontractors performing any work on the City Improvements shall be selected by (if hired by the Company) and/or reasonably acceptable to (if hired by the City), the Company. For purposes of this Order, the term "Construction Documents" shall mean (A) all construction contracts for any portion of the City Improvements, together with any and all supplements, general conditions and addenda thereto, (B) all plans and specifications for the City Improvements, including without limitation, design, engineering and development agreements, preliminary and final drawings, shop drawings, working drawings and models, together with any and all supplements, general conditions and addenda thereto, and (C) any change orders or other written documents that amend, modify or change any documents described in the preceding clauses (A) or (B).

(b) Notwithstanding anything to the contrary contained herein, if construction of any portion of the City Improvements is delayed beyond a deadline in the Construction Schedule, then the Company may, in its sole discretion, immediately direct the City to take any additional measures ("Extraordinary Measures") available to the City, in which case the City shall undertake such Extraordinary Measures at no cost to the Company. Extraordinary Measures may include ordering City Representatives to take corrective measures necessary to expedite the progress of the work, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities and (iii) taking similar measures. The City shall ensure that it has the right to take Extraordinary Measures (including, at least, those described in the preceding sentence) under any construction contracts. Extraordinary Measures shall continue until the progress of the construction of the City Improvements is in accordance with or ahead of the Construction Schedule. The Company's right to require Extraordinary Measures is solely for the purpose of ensuring compliance with the Construction Schedule. The City shall cooperate with the Company in good faith to cause the commencement, progress and completion of the City Improvements by the dates set forth in the Construction Schedule.

(c) The Company shall have the right to retain, at Company's expense, a civil engineer (the "Construction Monitor") to (i) review and advise the Company with respect to all Construction Documents and other matters related to the design, construction, operation and use of the City Improvements, (ii) to confirm the adequacy of the Construction Budget (hereinafter defined), (iii) to monitor the progress of the development and construction of the City Improvements, and (iv) review on behalf of Company all Reimbursement Requests (hereinafter defined) submitted by the City. The City acknowledges that (A) the Construction Monitor has been retained by Company to act as a consultant, and only as a consultant, to Company in connection with the construction of the City Improvements, (B) the Construction Monitor shall in no event have any power or authority to make any decision or to give any approval or consent or to do any other thing which is binding upon Company, and any such purported decision, approval, consent or act by the Construction Monitor on behalf of Company shall be void and of no force or effect, (C) Company reserves the right to make any and all decisions required to be made by Company under this Order, and without in any instance being bound or limited in any manner whatsoever by any opinion expressed or not expressed by the Construction Monitor to Company or any other person with respect thereto, (D) Company is entitled to the right but not the obligation to rely conclusively on the reports of the Construction Monitor with respect to any matter relating to the construction of the City Improvements, and (E) Company reserves the right in its sole and absolute discretion to replace the Construction Monitor with another inspector or monitor at any time and without prior notice to or approval by the City. The Construction Monitor shall be granted access at all times to any construction site of the City Improvements and to any Construction Documents at such site.

(d) Notwithstanding anything to the contrary contained herein, if construction of any portion of the City Improvements is not being completed in compliance with the terms of this Order (a “Triggering Event”), then the Company may, in its sole discretion, immediately upon notice to the City thereof, enter into possession of the City Improvements that are the subject of such Triggering Event (the “Subject Infrastructure”) and the real property upon which the Subject Infrastructure is located (collectively with the Subject Infrastructure, the “Subject Property”) and construct, or cause Company’s contractors to construct, the Subject Infrastructure. Upon receipt of such notice, the City shall take all steps reasonably necessary to permit the Company and Company’s contractors to: (i) access and take possession of the Subject Property; and (ii) fully assume all of the City’s rights to property and lands, rights under the construction contracts and other rights in connection with the construction and completion of the Subject Infrastructure. The City shall (a) ensure that it has the unrestricted right under the construction contracts to assign them to the Company and (b) reasonably cooperate with the Company to transition the construction of the Subject Improvements to the Company. Within a reasonable period of time following the completion of the Subject Infrastructure, the Company shall transfer to the City the Subject Infrastructure.

4. PAYMENT. The Company agrees to reimburse the City for the hard costs (e.g. exclusive of soft costs, engineering costs, monitoring costs, or acquisition costs) actually incurred by the City in constructing the City Improvements in accordance with this Order (collectively, “Construction Costs”), however, the total Construction Costs reimbursed by Company shall not exceed \$_____ (the “Construction Costs Cap”). The City shall not amend the Construction Budget, or otherwise reallocate funds from one Construction Budget line item to another, without the prior written approval of Company. The City shall pay all Construction Costs as they become due. No more than once a month and within the first ten days of each calendar month during the Term, the City may request reimbursement for Construction Costs paid by the City by giving written notice of the request (a “Reimbursement Request”) to the Company. The Reimbursement Request shall be accompanied by copies of invoices, proof of payment and unconditional lien waivers for all work that is the subject of the Reimbursement Request, all of which shall be reasonably satisfactory to Company. Company shall have thirty (30) days following Company’s receipt of a Reimbursement Request and all required supporting documentation to either (i) pay to the City the amount requested in the Reimbursement Request, or (ii) notify the City in writing that Company objects to the Reimbursement Request (an “Objection Notice”), which objection may be based on the City’s failure to comply with any of the terms of this Order. Construction Costs shall exclude (A) any costs incurred by the City to comply with Section 2(c), and (B) the costs of Extraordinary Measures required pursuant to Section 3(b). Upon delivery of notice to the City thereof, the Construction Costs Cap shall be automatically reduced by any and all reasonable costs incurred by the Company in constructing the Subject Infrastructure pursuant to Section 3(d). The City shall be solely responsible for all Construction Costs in excess of the Construction Costs Cap. The City shall not specially assess all or any portion of the Property for any Construction Costs or other costs incurred by the City to comply with the terms of this Order.

5. TERM. The term of this Order (the “Term”) shall commence on the Effective Date and continue until (1) terminated in writing by the Company upon thirty (30) days advance written notice, or (2) upon completion of the Project.

[Signatures appear on following page]

The City and the Company have caused this Order to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

CITY:

By: _____

Name: _____

Title: _____

COMPANY:

By: _____

Name: _____

Title: _____

EXHIBIT A

PROPERTY

Lot 1, STEEPLECHASE EAGLE MOUNTAIN AMENDED, recorded October 29, 2018 as Entry No. 103717:2018, Map No. 16307 in the office of the Utah County Recorder.

More particular described as follows:

Beginning at a point being 38.50 feet South 88°58'27" East and 38.50 feet South 00°21'39" West from the Northwest Corner of Section 25, Township 6 South, Range 2 West, Salt Lake Base and Meridian and running thence South 88°58'27" East 2632.55 feet; thence South 88°58'14" East 1274.86 feet to the west line of Pony Express Parkway; thence, along said west line of Pony Express Parkway the following two (2) courses: (1) South 00°54'41" West 2625.11 feet, (2) South 00°56'16" West 2587.39 feet; thence North 89°24'30" West 60.00 feet; thence South 00°56'16" West 70.00 feet to the south line of said Section 25; thence, along the said south line of Section 25, North 89°24'30" West 1246.74 feet to the South Quarter Corner of said Section 25; thence, continuing along the south line of Section 25, North 89°21'40" West 2543.98 feet; thence North 00°15'53" East 2672.66 feet; thence North 00°21'39" East 2637.42 feet to the Point of Beginning.

Contains 20,548,866 Square Feet or 471.737 Acres.

Basis of Bearing is South 89°21'40" East between the Southwest Corner and the South Quarter Corner of Section 25, Township 6 South, Range 2 West

EXHIBIT B

CITY IMPROVEMENTS

Line Item	Stadion to Reimburse City of Eagle Mtn
1. Type 2 Reuse System	\$160,878
2 Cory Wride Water Reuse System	\$1,158,378.80
Booster Pumps	\$724,448
Filtration System+Electric Upgrades	\$433,931
3. Operational Assistance for GIS work and inspection	\$464,000
4. Pony Express Resurfacing	To be paid and constructed by City of Eagle Mtn.

TOTAL STADION REIMBURESEMENT **\$1,783,257 (Not to exceed)**

1. **Type 2 Reuse Water System** (reimbursement of construction costs)
 - Stadion to reimburse City up to \$160,878 pending payment of invoices
 - Infrastructure to be completed by 8/31/22
2. **Cory Wride Booster Pumps + Filtration System +Electric upgrades for Wastewater reuse:**
 - Stadion to reimburse up to \$1,158,378.80 for additional services to complete water re-use efforts
 - A. Booster pump station: \$643,900.00
 - B. Booster pump system: \$44,464.00
 - C. 3- 30 hp VFD;s: \$36,083.88
 - D. electric upgrades \$60,784
 - E. Filtration System Upgrade \$373,146.92
 - TOTAL: \$1,158,378.80**
 - Stadion would only pay for hard-costs (no design costs and dust control costs)
 - Work has already been complete by City through City contractor
 - Infrastructure would be complete by 8/31/22
4. **Operational Assistance for GIS work and/or inspection**
 - Stadion to reimburse City for up to 2 years of 2 temp staff roles (NTE \$464,000)
 - City to bill Stadion on a quarterly basis for costs spent to date
 - Would not extend beyond 9/30/24
3. **Pony Express Resurfacing:**
 - City to prioritize resurfacing of Pony Express
 - City commits to resurfacing Pony Express by 12/31/24

1: Type 2 Reuse Water System

Eagle Mountain City			
1: Type 2 Reuse Water System			
Design Level Cost Opinion			
<u>Pumps and Tanks</u>	<u>Item Cost</u>	<u>Quantity</u>	<u>Total</u>
Pump (pond to tanks)	\$21,000.00	1	\$21,000.00
Contact tank	\$10,000.00	2	\$20,000.00
Pump (tanks to delivery)	\$21,000.00	1	\$21,000.00
Back-up Pump	\$21,000.00		\$21,000.00
Subtotal			\$83,000.00
Chlorine System Modifications			
System Equipment Updates	\$3,500.00	1	\$3,500.00
Piping Modifications	\$1,200.00	1	\$1,200.00
Subtotal			\$4,700.00
Instrumentation and Scada			
Residual Analyzer	\$6,367.00	1	\$6,367.00
Composite Sampler	\$7,150.00	1	\$7,150.00
TDS Meter	\$400.00	1	\$400.00
Colilert System	\$8,412.00	1	\$8,412.00
Flow Meter (Magmeter w/ Remote Display)	\$6,112.00	2	\$12,224.00
Subtotal			\$34,553.00
Subtotal			<u>\$122,253.00</u>
Installation	\$16,000.00		
SCADA and Electrical Connections and Programmir	\$8,000		
10% Contingency	\$14,625.30		
TOTAL			<u>\$160,878.30</u>

2A: Cory Wride Booster Pumps

EAGLE MOUNTAIN CITY

Cory Wride Park – Booster Pump Station and Pony Express – Booster Pump Station

BID SCHEDULES

All applicable sales taxes, State, and/or Federal, and any other special taxes, patent rights, or royalties are included in the price quoted in this Proposal. Figures to be typewritten or clearly and legibly printed in ink. LS is equal to lump sum, LF is equal to linear-feet, CY is equal to cubic-yard, EA is equal to each, and SF is equal to square-feet.

BID SCHEDULE 1 - CORY WRIDE PARK BOOSTER PUMP STATION					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Mobilization	L.S.	1	XXX	92,000
1-2	Construction Staking	L.S.	1	XXX	9,000
1-3	Quality Control and Testing	L.S.	1	XXX	5,000
1-4	Pipe Demolition, Removal and Salvage	L.S.	1	XXX	10,000
1-5	Cut and Connect to Existing Underground Irrigation Line	Each	1	5,500	5,500
1-6	4" PVC Drain Line	L.F.	85	60.00	5,100
1-7	8" PVC C900 DR-18	L.F.	11	200.00	2,200
1-8	Reinstall Buried 8" Gate Valve	Each	1	1,000	1,000
1-9	Reinstall Buried 10"x8" Reducer	Each	1	600	600
1-10	8" Buried 45-Degree Bend	Each	2	1,000	2,000
1-11	Gravel Drain Sump	Each	2	1,000	2,000
1-12	2" Drain Line on Outlet to Gravel Sump	Each	1	4,000	4,000
1-13	Connect to Existing Drains and extend to Gravel Sump	Each	2	2,000	4,000
1-14	Asphalt Repair	S.F.	35	90.00	3,150
1-15	4" Reinforced Concrete Pad	S.F.	120	20.00	2,400
1-16	Transformer Flat Pad	Each	1	3,000	3,000
1-17	4" SCH 40 Electrical Conduit	L.F.	210	125.00	26,250
1-18	Core Into Existing Catch Basin	L.S.	1	XXX	300.00
1-19	Backfill and Compaction for Structure	L.S.	1	XXX	15,000
1-20	29' x 20' Booster Station Building (Building and Foundation)	L.S.	1	XXX	170,000
1-21	Booster Station Electrical and SCADA	L.S.	1	XXX	135,000

1-22	Booster Station HVAC	L.S.	1	XXX	42,000
1-23	Air Vac Valve Assembly	Each	1	2,000	2,000
1-24	8" Double Eccentric Butterfly Valve	Each	2	4,000	8,000
1-25	Anti-Siphon Hose Bib	Each	1	500	500
1-26	Sample Tap	Each	1	500	500
1-27	Pneumatic Quick Connector	Each	1	400	400
1-28	PH Probe Assembly	Each	1	3,000	3,000
1-29	Adjustable Pipe Support	Each	6	1,500	9,000
1-30	Chlorine Analyzer	Each	1	8,000	8,000
1-31	Universal Controller	Each	1	5,000	5,000
1-32	Instrumentation Controls Support	Each	1	2,000	2,000
1-33	Dismantling Joint	Each	3	2,000	6,000
1-34	8" 90 Degree Short Radius Elbow	Each	6	1,200	7,200
1-35	Reinstall Flange x Groove Spool	Each	3	1,200	3,600
1-36	Reinstall 90 Degree Short Radius Elbow (Grooved)	Each	1	1,900	1,900
1-37	8" Ductile Iron Piping	L.F.	25	600	15,000
1-38	Installation of Booster Pump Skid	L.S.	1	XXX	2,500
1-39	2" PVC Backwash Flush Line	L.S.	1	XXX	800
1-40	SCADA Monitoring Equipment and Programming	L.S.	1	XXX	\$31,000
Base Bid / Schedule 1 - Subtotal					643,900.00
ADDITIVE ALTERNATIVE NO. 1-1					
1-41	Anti-Graffiti Coating on Building Exterior	L.S.	1	XXX	4,500
Additive Alternate 1-1 Subtotal					4,500
Schedule 1 Total Bid Price with Alternate					648,400.00

2B: Irrigation Booster pump system



1-800-748-5275
www.jonesanddemille.com

Owner: Eagle Mountain City
Project: Pump and Motors Procurement
Proj. #: 2108-067

Bid Date: Tuesday, March 28, 2022
Bid Place: On-line
Bid Time: 2:00 PM

TABULATION OF BIDS									
Bid Schedule				Bidders:		No. 1 Nickerson Company, Inc. 2301 West Indiana Ave. Salt Lake City, Utah 84104		No. 2 Delco Western 2669 South 1936 West SLC, Utah 84119	
				Engineer's Probable Cost:					
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1-1	75 HP Horizontal End Suction Centrifugal Pumps and Motors	Each	2	\$ 25,000.00	\$50,000.00	\$16,175.00	\$32,350.00	\$38,200.00	\$76,400.00
1-2	Irrigation Booster Pump System	L.S.	1	\$ 70,000.00	\$70,000.00	\$44,464.00	\$44,464.00	\$46,750.00	\$46,750.00
TOTAL					\$120,000.00	Accepted Total:	\$76,814.00	Accepted Total:	\$123,150.00
						Submitted:	\$76,814.00	Submitted:	\$123,150.00
						Correction:	\$0.00	Correction:	\$0.00
I hereby certify that the above is a true and correct summary of the bids received: Project Manager: Ted Mickelsen						Correction Notes Corrected Bid Item:		Correction Notes Corrected Bid Item:	

2C 3- 30 hp VFD;s:



1-800-748-5275
www.jonesanddemille.com

Owner: Eagle Mountain City
Project: Electrical Procurement
Proj. #: 2108-067

Bid Date: Tuesday, March 29, 2022
Bid Place: On-Line
Bid Time: 2:00 PM

TABULATION OF BIDS													
Bid Schedule				Bidders:		No. 1 Gexpro 2725 South 900 West SLC, UT 84119		No. 2 Crescent Electric Supply		No. 3 Winn-Marion, Inc.		No. 4 Royal Wholesale Electric 3100 South 900 West Salt Lake City, Utah 84119	
				Engineer's Probable Cost:									
Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1-1	Variable-Frequency Motor Controllers (30 HP)	Each	3	\$ 40,000.00	\$120,000.00		\$0.00	\$10,310.00	\$30,930.00	\$7,870.00	\$23,610.00	\$12,027.96	\$36,083.88
1-2	Variable-Frequency Motor Controllers (75 HP)	Each	2	\$ 50,000.00	\$100,000.00		\$0.00	\$13,630.00	\$27,260.00	\$10,150.00	\$20,300.00	\$29,540.67	\$59,081.34
1-3	12.4kV to 4160V Electrical Transformer	Each	1	\$ 125,000.00	\$125,000.00	\$80,720.00	\$80,720.00	\$47,742.00	\$47,742.00	\$71,850.00	\$71,850.00	\$79,730.67	\$79,730.67
1-4	4160V to 480V Electrical Transformer	Each	1	\$ -	\$0.00	\$33,325.00	\$33,325.00	\$23,102.00	\$23,102.00	\$31,500.00	\$31,500.00	\$38,366.25	\$38,366.25
TOTAL					\$345,000.00	Accepted Total:	\$114,045.00	Total:	\$129,034.00	Accepted Total:	\$147,260.00	Accepted Total:	\$213,262.14
						Submitted:	\$114,045.00	Submitted:	\$129,034.00	Submitted:	\$147,260.00	Submitted:	\$213,262.11
						Correction:	\$0.00	Correction:	\$0.00	Correction:	\$0.00	Correction:	\$0.00
I hereby certify that the above is a true and correct summary of the bids received: Project Manager: <u>Ted Mickelson</u>						Correction Notes Corrected Bid Item: Incomplete bid.		Correction Notes Corrected Bid Item:		Correction Notes Corrected Bid Item:		Correction Notes Items 1-1 and 1-2 are \$0.01 lower in the submitted bid than the summation of the individual items. The total summation is also \$0.01 lower than the summation of the total values.	

2C: Change Order for Filtration Upgrade

	EAGLE MOUNTAIN CITY CITY COUNCIL MEETING APRIL 20, 2021		
TITLE:	Cory B. Wride Memorial Park Phase 2 Project Change Order #2 - Kenny Seng Construction		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$373,146.92		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Chris Trusty, Public Works PRESENTED BY: Chris Trusty	RECOMMENDATION: Staff recommends that the City Council approve the Cory B. Wride Memorial Park Phase 2 Project Change Order #2, for Kenny Seng Construction. BACKGROUND: Due to biofouling in the winter storage ponds last year, the City had numerous issues with clogged filters within the irrigation system at Cory Wride Memorial park. With these concerns, the City approached Facebook about resolving the issue. Facebook agreed to help the City and hired consultant engineers to provide a design to the City for a filtration system intended to be used for the reuse water. The original re-use project, including storage ponds, pump station, distribution lines, and terminal connection, was installed by Kenny Seng Construction (KSC) and was later reimbursed by Facebook. KSC is also the current contractor working with the City on the Cory Wride improvement project. As such, City staff approached KSC and requested a Change Order to their current contract for the filtration system. Because of time constraints with the irrigation season being close at hand, it was determined that this would be the best scenario to avoid interruptions irrigating the park. The cost for this upgrade is \$373,146.92 which brings the total contracted amount with Kenny Seng to \$4,311,191.13. Facebook has agreed to pay for the filtration system, which will be included in an		
	amendment to their agreement. That will be coming before the City Council in the coming months.		

3: EAGLE MOUNTAIN OPERATIONAL ASSISTANCE **JOB DESCRIPTIONS AND FEES**

1. Position Title: City Inspector

II. Summary Statement of Overall Purpose/Goal of Position:

Under the supervision of the City Engineer, inspects the construction of all utility systems for compliance with City and OSHA safety standards, approving completed work, inspecting installed systems for problems; ensures City, contractor and public safety of all utility systems

III. Essential Duties:

- a. Visually inspects water, sewer, and storm drain lines to ensure conformity with safety standards and that correct installation procedures are adhered to; recommends alterations to bring into compliance with code
- b. Inspect utility trenches to ensure depth and width conform to safety standards and City regulations; ensure trenches are backfilled and well compacted with proper materials and that engineers receive results of compaction test results
- c. Test all lines for leakage at installation, test waterline for bacteria
- d. Test for proper compaction prior to placement of asphalt
- e. Review submittals for development project
- f. Review asphalt submittals to insure conformity with City specs
- g. Review and recommend completion of residential subdivisions to allow for building permits
- h. Perform walkthroughs with contractors and owners for projects prior to acceptance by City
- i. Observe utility crews, ensuring their use of proper procedures and safety practices

IV. Additional Duties:

- a. Ensure that as-builts are turned in for each job
- b. Review construction drawings and utility maps for all new subdivisions

V. Qualifications:

Education: Four years of high school; one year of technical or vocation school or an equivalent combination of education and experience

Experience: Four years of job-related activity, with demonstrated competence

Certifications: APWP certified; trench safety certified; RSI certification, valid Utah driver's license

Knowledge of: City Code ordinances; OSHA rules and regulations; knowledge of trench safety and heavy equipment operation

Responsibility for: Great responsibility for safety of utility operations, citizens, and contractors; responsible for the care, condition and maintenance of equipment, machinery, and tools

Communication Skills: Able to furnish and obtain information from other departments; contact with contractors and the public, requiring explanation and discussion

Equipment Used: Regular use of cell phone; occasional use of computer, fax machine, and light equipment, such as welder, backhoe, and trackhoe

Extent Supervised: Ability to organize own work and supervise self; refer to supervisor only when unusual situations arise

Analytical Ability: Position requires exercise of discretion and independent judgment and ability to establish effective working relationships with contractors and the public; detect hazards and violations on site; promote a positive image of the Public Works Department and the City; effectively use computer for the input of data

VI. Working Conditions:

Work is performed mostly outside under all temperature and weather conditions and site hazards; exposure to environmental and physical hazards; requires constant kneeling and stooping; moderate muscular exertion; constant hearing and seeing; intermittent exposure to stressful situations as a result of human behavior and demands of the position

The above statements are intended to describe the general nature and level of work being performed by the person(s) assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required of personnel so classified. The approved class specifications are not intended to and do not infer or create any employment, compensation, or contract rights to any person or persons. This updated job description supersedes prior descriptions for the same position. Management reserves the right to add or change duties at any time.

VI.Hours: The City Inspector role is scoped to provide 40 hours a week for an estimated time of two years.

Eagle Mountain GIS Technician – Scope of Work

1. Position Title: GIS Technician

II. Summary Statement of Overall Purpose/Goal of Position:

At the direction of the City Engineer, the Eagle Mountain GIS Technician (Technician) will provide the following services for projects throughout Eagle Mountain City not associated with the Steeplechase project. We scope of work also includes an hour of oversight time each week for a GIS Coordinator to review and provide QA/QC of the GIS services.

III. Duties:

- Utilizing ESRI, AM/FM/GIS, ArcGIS, AutoCAD, and related software, review and verify accuracy of computerized maps and engineering drawings, comparing GIS to as-built engineered drawings, and making corrections to GIS based upon research and field verification as provided by the City.
- Synchronize GIS field databases to master databases, utilize custom software to perform synchronizing functions and tasks, utilize Microsoft Access or related applications to organize various database elements.
- Digitize and input existing and new additions to the City utility systems including engineering or planning facilities, produce custom maps upon request from the City Engineer, utilize various mapping and cartography skills to finalize computerized and hard copy maps.
- Develop new GIS layers and maintains existing layers, research records of plats and property descriptions to determine property location, boundaries and size, digitize appropriate changes or additions to existing maps, scan documents and attach the documents to appropriate databases, perform GIS system and file backup dealing with City systems such as gas, water, sewer, storm drains, streets, electrical, etc., map and plot locations of lines, valves, manholes, lift stations, etc. as installed.

The GIS Coordinator will receive direction from and report back to the City Engineer,

IV. Hours:

The Technician will typically provide 10 hours a week of GIS services for an estimated time of two years.

COMBINED FEE:

Role	Hours (per week)	# of weeks	Fee	Total
GIS Technician	10	100	90	90,000
GIS Oversight	1	100	140	14,000
City Inspector	40	100	90	360,000
			TOTAL FEE	\$464,000

**EXHIBIT B
TO
MASTER INFRASTRUCTURE AGREEMENT**

FORM INFRASTRUCTURE ORDER - APPROVAL

INFRASTRUCTURE ORDER

Halfsectoin for Western Road Access Extension and Halfsection for Northern Road Completion

THIS INFRASTRUCTURE ORDER (this “Order”) is made and entered into as of _____, 20__ (“Effective Date”) by and between the City of Eagle Mountain, a municipal corporation of the State of Utah (the “City”) and Stadion, LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, “Company”). The City and Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

- A. Company desires to have certain infrastructure improvement work completed as set forth on Exhibit A (*construction plans*) hereto (the “Project”).
- B. [Pursuant to applicable law, City must approve the Project and/or accept it before the City will commit to maintaining the operating the Project.]
- C. The City finds developments such as the Project to be in the public interest of its citizens.
- D. The Parties desire to provide for the construction of the Project, which will be constructed by the Company’s designees.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Company hereby agree as follows:

- 1. INDEPENDENT CONSIDERATION. The Company has paid to the City the amount of One Hundred and No/100 Dollars (\$100.00) as consideration and inducement to the City to enter into this Order, which amount shall be non-refundable to the Company.
- 2. APPROVING PROJECT. Company, at its sole cost and expense, shall complete the Project according to the plans provided on Exhibit A, and City hereby approves said plans. Provided that the Project is completed in conformance with Exhibit A, the City shall approve and accept the Project and agrees, upon receipt of a completed Lien Waiver attached hereto as Exhibit B, to thereafter operate and maintain the Project at City’s sole cost and expense.
- 3. INSURANCE. N/A
- 4. STANDARDS. The Project shall be completed by the Company in a good and workmanlike manner and in accordance with the requirements of the Code of Ordinances of the City of Eagle Mountain or other applicable regulations as of the Effective Date. The Company shall not provide any warranty regarding the condition of the Project, and upon acceptance of the Project by the City, the Company shall have no further obligations regarding the condition or maintenance of the Project. All costs to complete the Project shall be borne by the Company.
- 5. TERM. The term of this Order (the “Term”) shall commence on the Effective Date and continue until terminated in accordance herewith. Company may at any time and for any reason terminate this Order automatically upon notice thereof to the City.

[Signatures appear on following page]

The City and the Company have caused this Order to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

CITY:

By: _____

Name: _____

Title: _____

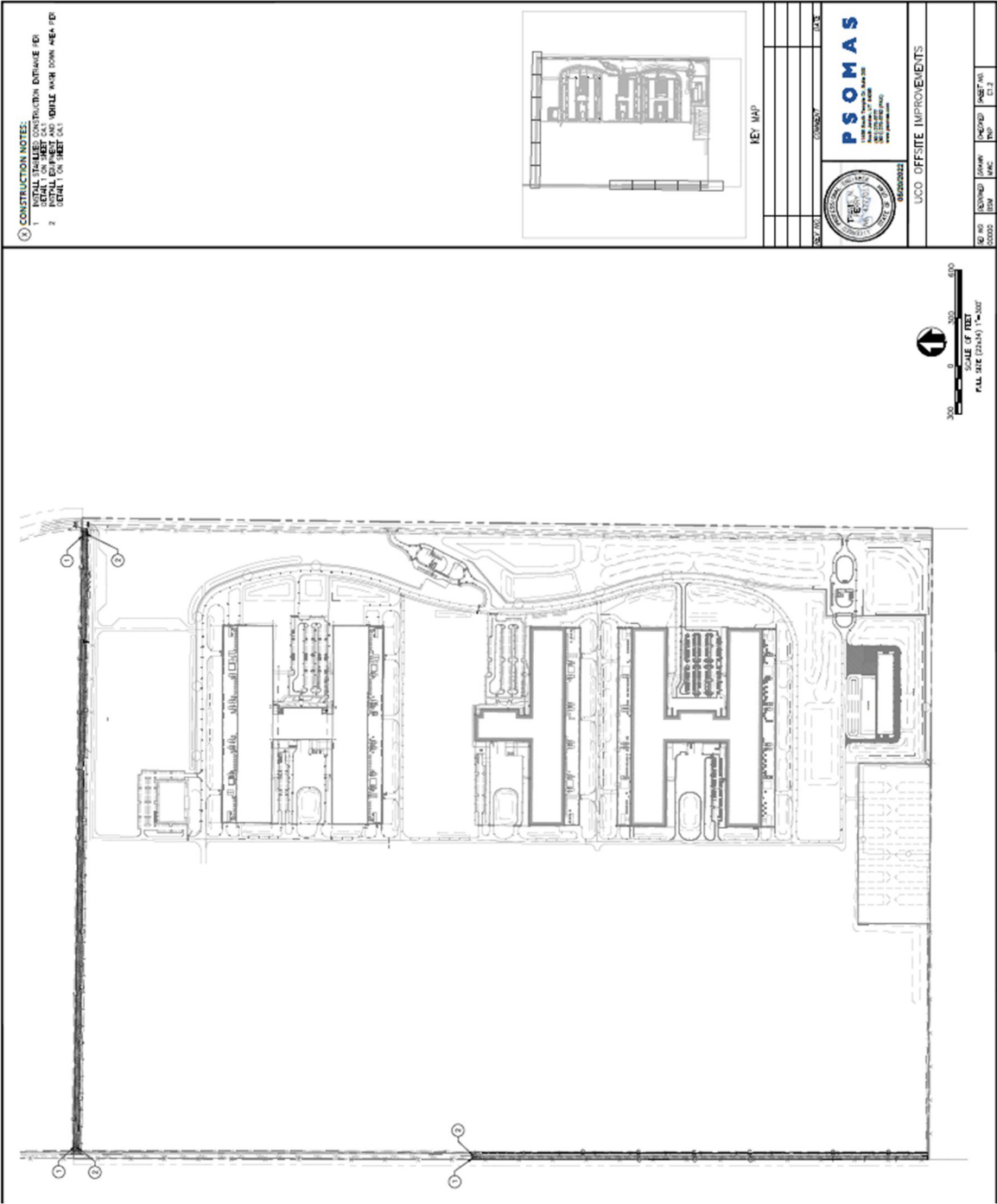
COMPANY:

By: _____

Name: _____

Title: _____

Exhibit A
Construction Plans/Scope of Work



Statement of Work for Steeplechase West and North Roadways

SCOPE OF WORK:

1.1 Description:

Task 1.1 – Survey: While a previous survey has been completed on at least a portion of the North Roadway ROW adjacent to the construction entrance, an as-built survey has not been completed on this area. The remainder of the North Roadway and the extension of the West Access Road have not been surveyed since the original topo. As a result, we propose providing an updated topographical surveying for the entire project. The survey will include the 38.5' ROW, 10' PUE, and a few feet beyond the PUE and ROW.

Task 1.2 – Roadway Design Documents: Psomas will provide final construction documents for the extension of the West Access Road from the staff access road to the end of the ROW to the south and for all the North ROW. The roadways are dedicated as a half width (38.5') of Minor Collectors (77') to Eagle Mountain City.

The pavement will be designed at 24-foot wide to provide for two-way traffic within the half-width roadway dedication. The pavement will slope to the interior of the site and stored in swales like those designed for the north portion of the West Access Road. We understand the 8-foot trail/sidewalk and the curb and gutter will not be constructed at this time but will be tied to development of the adjacent properties. The pavement design (thickness, materials, subgrade, etc) will be provided by a geotechnical engineer or the sections provided for the north portion of the West Access Road will be utilized. The extension of the West Access Road will include continuation of the existing waterline to the south end of the ROW. No other utilities will be included in the design.

The roadways will be built to Eagle Mountain City standards. Psomas will prepare final Construction Drawings and Specifications which will include roadway alignment and grading, storm drain, signage and striping, erosion control, notes, and detail sheets. We have included time for three coordination meetings with the City to solicit input and direction on the roadway design. The Construction Drawings and Specifications will be submitted to the City, Contractor, and Client for review and approval. We will respond to two rounds of comments and redlines from the City and Client. We understand the plans will then be built by Mortenson or their subcontractor. As a result, bid assistance, Construction Management, and Construction Administration services are not included in this proposal.

Task 1.3 – Construction Administration: Psomas will provide Construction Administration services for the project, including response to contractor questions and RFI's, submittal reviews, and attendance at up to five (5) construction coordination, OAC meetings, or site visits.

Task 1.4 – Exclusions:

In addition to services not specifically identified in the Scope of Work above, the following services are excluded from our scope:

1. Preparation of geotechnical investigations and reports
2. Pavement design. We understand the pavement design will be provided by a Geotechnical Engineering firm.
3. Potholing of existing utilities
4. ALTA or boundary surveys
5. Environmental studies
6. Payment of permit, plan check, or assessment fees
7. Meetings in addition to those listed in the Scope of Work
8. Items not specifically identified in the scope above

Some of these services can be provided at an additional fee.

Exhibit B
Lien Waiver

UTAH WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: _____

Property Location: _____

Undersigned's Customer: _____

Invoice/Payment Application Number: _____

Payment Amount: _____

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

(1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned;
and

(2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to the final payment for the work, materials, equipment, or combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer.

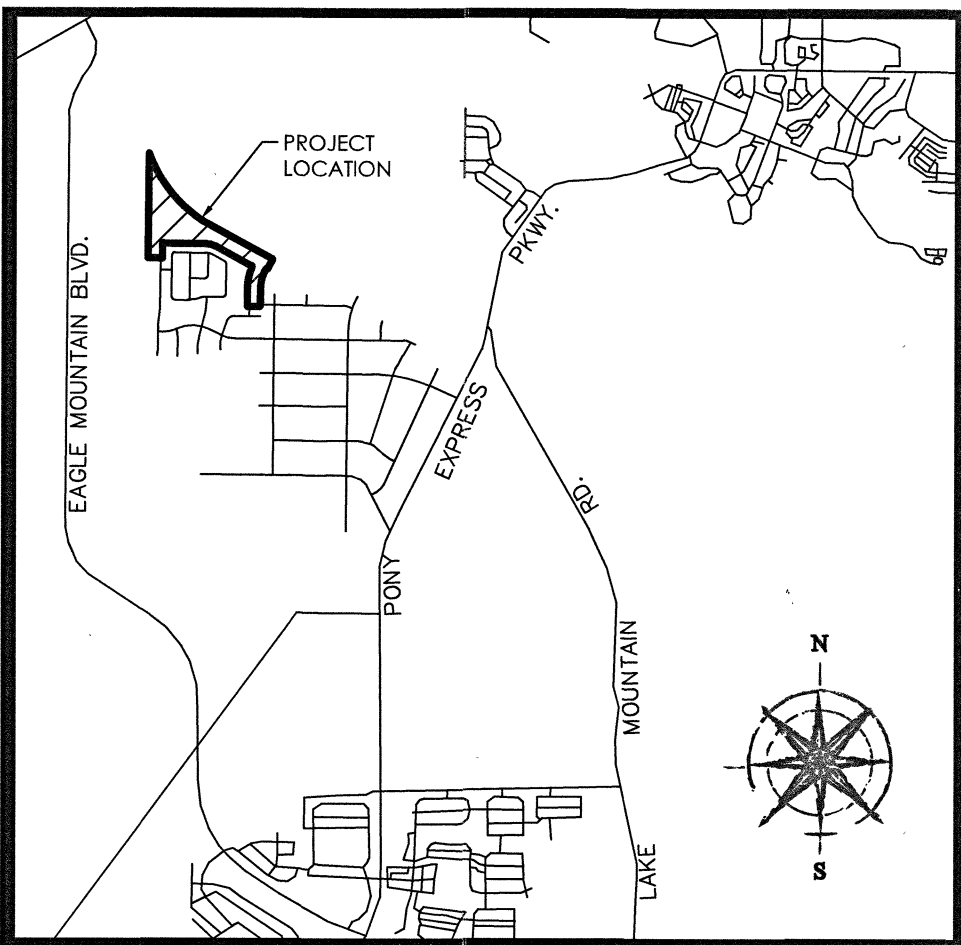
The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

Dated: _____

_____(Company Name)

By: _____

Its: _____



VICINITY MAP

N.T.S.

LEGEND

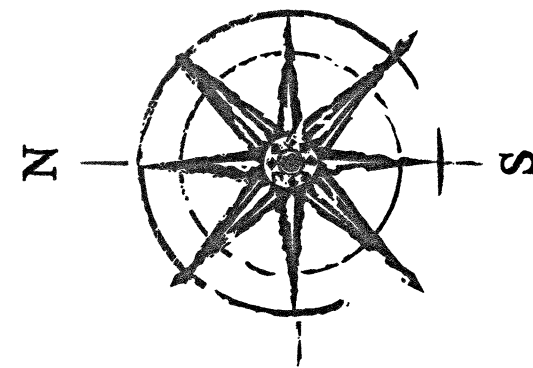
- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (FOUND)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS

PLAT TABULATIONS

TOTAL ACREAGE:	16.85 ACRES
TOTAL ACREAGE IN LOTS:	12.78 ACRES
AVERAGE LOT SIZE:	0.34 ACRES OR 14651 SQFT.
LARGEST LOT SIZE:	1.35 ACRES OR 58991 SQFT.
SMALLEST LOT SIZE:	0.23 ACRES OR 9840 SQFT.
OVERALL DENSITY:	2.26 LOTS/ACRE
TOTAL NUMBER OF LOTS:	38 LOTS
TOTAL ACREAGE IN ROW:	4.07 ACRES
TOTAL IN OPEN SPACE:	0.00 ACRES

NOTES:

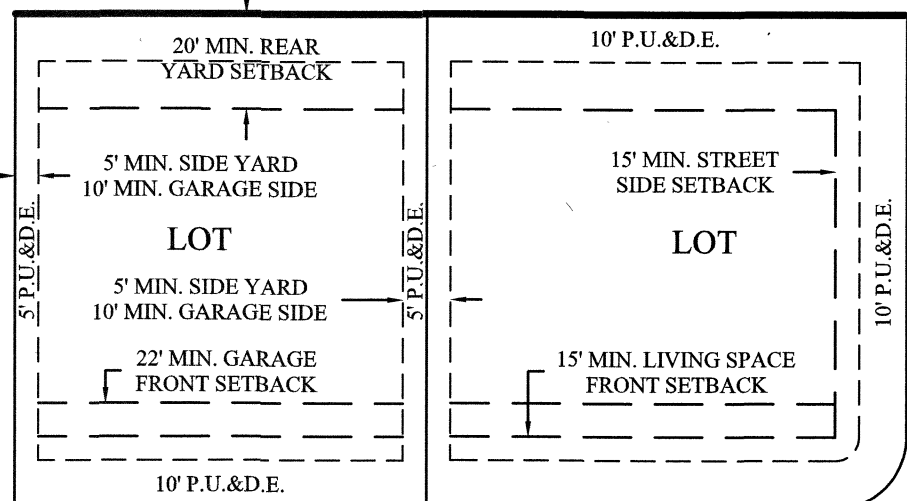
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- STREET MONUMENT TO BE SET.
- ALL STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- LOTS WITH SHARED LOT LINE DRAINAGE SWALE, MUST MAINTAIN PORTION OF DRAINAGE SWALE THAT IS WITHIN THEIR LOT.



GRAPHIC SCALE

(IN FEET)

1 inch = 100ft.



TYPICAL BUILDING SETBACKS

N.T.S.

SHEET 3

SHEET 2

NORTHWEST CORNER OF SECTION 36, TSS, R2W, SLB&M
1976 UTAH COUNTY MONUMENT

(NAD83-N19°50'00"E 2640.53)
N0°36'31"E (SECTION LINE) 2640.45

N0°36'31"E 1326.72'

SMITH, STEVEN G
ENTRY: 5572-1993

PREPARED FOR

OWNER/DEVELOPER
IVORY HOMES
978 EAST WOODDAK LANE
SALT LAKE CITY, UT 84117
(801) 407-6891
CONTACT: BRYON PRINCE

PREPARED BY

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

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 7/1/21

DOMINION ENERGY, INC.

Dominion Energy, Inc. approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy, Inc. 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, Inc. Right-of-way department at 1-800-366-8532.

Approved this 19 day of July, 2021.
Dominion Energy, Inc.

By *Christy Eldredge*
Title *Proc. Mgr.*

ROCKY MOUNTAIN POWER

- Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann § 17-27a-6(3)(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
 - A recorded easement or right-of-way
 - The law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities, or
 - Any other provision of law

ROCKY MOUNTAIN POWER

DATE 7-1-21

STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE 21st DAY OF July, 2021, PERSONALLY APPEARED BEFORE ME *DAVID UKE* WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 5-16-22

MY COMMISSION No. 700487

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY
Lisa Stamps Jones
PRINTED FULL NAME OF NOTARY

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the 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 monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date

06/25/2021

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at the Northwest Corner of Lot D101, PHASE "D" PLAT 1, OVERLAND SUBDIVISION, according to the Official Plat thereof recorded June 10, 2021 as Entry No. 106241:2021 in the Office of the Utah County Recorder, located N00°36'31"E along the Section line 735.58 feet from the West 1/4 Corner of Section 36, TSS, R2W, SLB&M; thence N00°36'31"E along the Section line 1,326.72 feet to the Southerly line of Airport Road described in Exchange Patent Entry No. 19679-190741:2005 of the Official records of Utah County; thence along said road the following two (2) courses: 1) Southeasterly along the arc of a non-tangent curve to the left having a radius of 1,675.07 feet (radius bears: N70°24'53"E) a distance of 1,226.75 feet through a central angle of 41°57'40" Chord: S40°33'57"E 1,199.52 feet; 2) S61°32'47"E 891.89 feet to the Northwest Corner of Lot B330, PHASE "B" PLAT 3, OVERLAND SUBDIVISION, according to the Official Plat thereof recorded September 5, 2019 as Entry No. 87072:2019 in the Office of the Utah County Recorder; thence along said plat the following seven (7) courses: 1) S28°27'13"W 149.00 feet; 2) N61°32'47"W 16.74 feet; 3) S28°27'13"W 53.00 feet; 4) S19°21'42"W 81.48 feet; 5) S10°55'31"W 64.41 feet; 6) S04°02'51"W 64.32 feet; 7) S00°34'55"W 228.97 feet to the Northeast Corner of Lot D151, of said PHASE "D" PLAT 1, OVERLAND SUBDIVISION; thence along said plat the following twelve (12) courses: 1) N89°34'21"W 110.00 feet; 2) N89°25'05"W 53.00 feet; 3) N00°34'55"E 229.24 feet; 4) Northerly along the arc of a non-tangent curve to the right having a radius of 699.50 feet (radius bears: S89°26'14"E) a distance of 276.19 feet through a central angle of 22°37'23" Chord: N11°54'46"E 274.40 feet to a point of reverse curvature; 5) along the arc of a curve to the left having a radius of 15.00 feet a distance of 22.19 feet through a central angle of 84°46'15" Chord: N19°09'40"W 20.22 feet; 6) N61°32'47"W 510.78 feet; 7) along the arc of a curve to the left with a radius of 273.50 feet a distance of 132.91 feet through a central angle of 27°50'34" Chord: N75°28'04"W 131.60 feet; 8) N89°23'21"W 534.17 feet; 9) along the arc of a curve to the left with a radius of 15.00 feet a distance of 23.56 feet through a central angle of 90°00'00" Chord: S45°36'39"W 21.21 feet; 10) S00°36'39"W 174.99 feet; 11) N89°23'21"W 63.00 feet; 12) N89°23'26"W 119.98 feet to the point of beginning.

Contains: 16.85 acres +/-

ENT 176005:2021 Map & 17751
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 14 3:06 pm FEE 224.00 BY JR
RECORDED FOR EAGLE MOUNTAIN CITY

OWNERS DEDICATION

THE UNDERSIGNED OWNER OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, BLOCKS, AND PUBLIC ROADS. THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS, FOR THE BENEFIT OF THE CITY AND THE PUBLIC. EXCEPTING AND RESERVING TO THE STATE OF UTAH THE MINERAL ESTATE, INCLUDING ALL COAL, OIL AND GAS AND OTHER MINERALS IN ALL LANDS SO CONVEYED AND DEDICATED. ALL LOTS, COMMON AREAS, PUBLIC ROADS, AND EASEMENTS ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED APRIL 27, 2017, AS ENTRY NO. 40466:2017

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 21st DAY OF July, 2021.
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

David Uke DAVID UKE
DIRECTOR

APPROVED AS TO FORM: SEAN REYES, UTAH ATTORNEY GENERAL

Donna Perkins
SPECIAL ASSISTANT ATTORNEY GENERAL

JOINDER AND CONSENT

THE UNDERSIGNED AS LESSEE OF THE REAL PROPERTY DESCRIBED ON THIS PLAT PURSUANT TO THE DEVELOPMENT LEASE NUMBER 1074 BETWEEN IVORY HOMES, LTD, A UTAH LIMITED PARTNERSHIP, AND THE STATE OF UTAH ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, HEREBY JOINS IN AND CONSENTS TO THE ABOVE CONVEYANCES AND DEDICATIONS

PRINTED NAME OF OWNER:
BY: RYAN TESCH
SECRETARY, IVORY HOMES, LTD

AUTHORIZED SIGNATURE:

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE

DONNA PERKINS
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 700225
COMM. EXP. 05-30-2022

ON THE 2nd DAY OF July, 2021, PERSONALLY APPEARED BEFORE ME RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE SECRETARY OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.

MY COMMISSION EXPIRES: 5-30-2022

MY COMMISSION No. 700225

A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY
Donna Perkins
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 24th DAY OF September, 2021.

APPROVED BY MAYOR

APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

APPROVED BY CITY ATTORNEY

ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

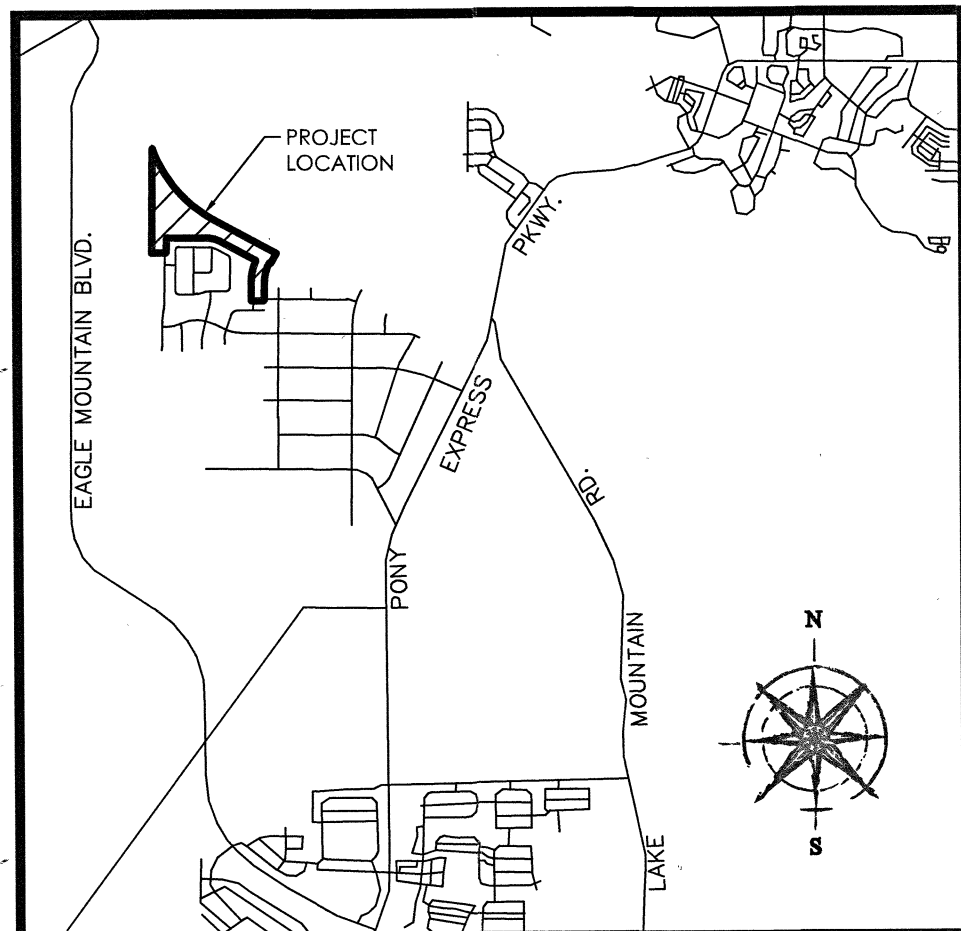
PHASE "D" PLAT 2 OVERLAND SUBDIVISION

LOCATED IN A PORTION OF SECTION 36, TSS, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1"=60'

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

Sec 36 T5S R2W T4 38 JG
2020-02-0462 Overland Phase D Plat 2 (Design 20-0462) (ong sheets) C2 0- FINAL PLAT.dwg



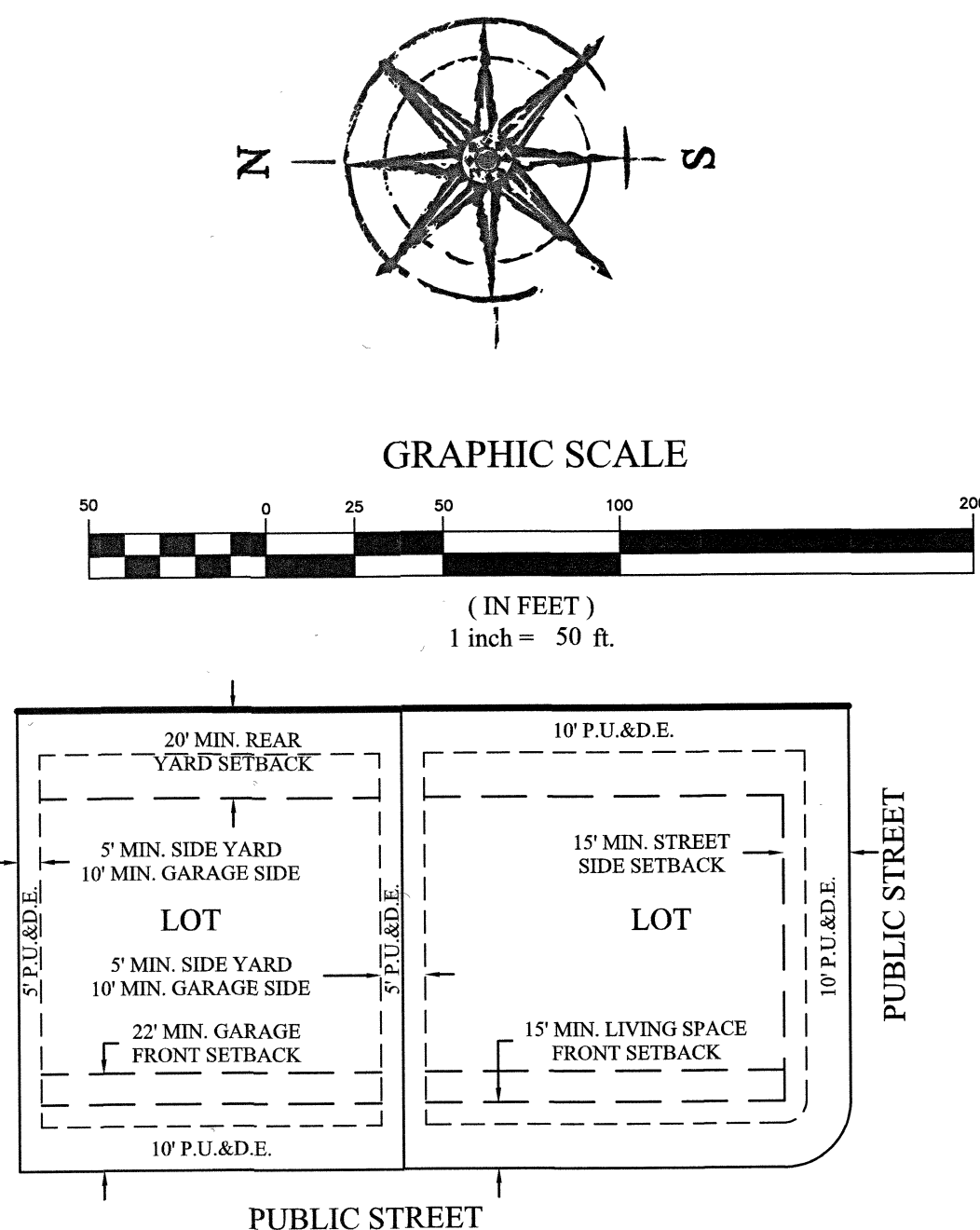
VICINITY MAP
N.T.S.

LEGEND

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

NOTES:

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- STREET MONUMENT TO BE SET.
- ALL STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS.
- LOTS WITH SHARED LOT LINE DRAINAGE SWALE, MUST MAINTAIN PORTION OF DRAINAGE SWALE THAT IS WITHIN THEIR LOT.



TYPICAL BUILDING SETBACKS
N.T.S.

- NOTES:
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Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	646.50	4°03'38"	45.82	N02°38'00"E	45.81
C2	646.50	8°24'59"	94.97	N08°52'18"E	94.88
C3	646.50	9°27'18"	106.69	N17°48'26"E	106.57
C4	15.00	95°55'08"	25.11	N70°29'39"E	22.28
C5	326.50	13°18'29"	75.84	N68°12'02"W	75.67
C6	326.50	14°32'04"	82.83	N82°07'19"W	82.60
C7	1675.07	0°25'05"	12.22	S61°20'15"E	12.22
C8	1675.07	5°25'28"	158.59	S88°24'58"E	158.53
C9	15.00	90°00'00"	23.56	N44°23'21"W	21.21
C10	15.00	50°19'22"	13.17	N25°46'20"E	12.76
C11	50.00	53°46'44"	46.93	N24°02'40"E	45.23
C12	50.00	59°35'43"	52.01	N32°38'34"W	49.69
C13	1675.07	3°47'53"	111.03	S53°48'18"E	111.01
C14	50.00	57°17'45"	50.00	S88°54'43"W	47.94
C15	1675.07	7°42'44"	225.47	S48°03'00"E	225.30
C16	50.00	61°59'59"	54.10	S29°15'51"W	51.50
C17	50.00	47°58'34"	41.87	S25°43'26"E	40.65
C18	15.00	50°19'22"	13.17	S24°33'02"E	12.76
C19	15.00	90°00'00"	23.56	S45°36'39"W	21.21
C20	15.00	90°00'00"	23.56	N44°23'21"W	21.21

Line Table		
LINE	DIRECTION	LENGTH
L1	S50°56'12"W	23.12

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	47.41	1°16'02"	1.05	N00°43'15"E	1.05
C22	273.50	28°09'59"	134.45	N14°54'50"E	133.10
C23	273.50	21°56'23"	104.73	N39°58'01"E	104.09
C24	1675.07	4°13'26"	123.49	S42°04'55"E	123.46
C25	1675.07	18°13'46"	532.95	S28°42'00"E	530.70
C26	336.50	15°30'06"	91.04	S43°11'09"W	90.76
C27	336.50	15°19'27"	90.00	S27°46'22"W	89.73
C28	336.50	15°41'45"	92.18	S12°15'46"W	91.89
C29	336.50	3°48'14"	22.34	S02°30'46"W	22.34
C30	15.00	90°00'00"	23.56	S45°36'39"W	21.21
C31	15.00	90°00'00"	23.56	S44°23'21"E	21.21
C32	673.00	25°50'25"	303.52	S13°31'20"W	300.95
C33	300.00	27°50'34"	145.78	N75°28'04"W	144.35
C34	300.00	50°19'33"	263.50	S25°46'26"W	255.12

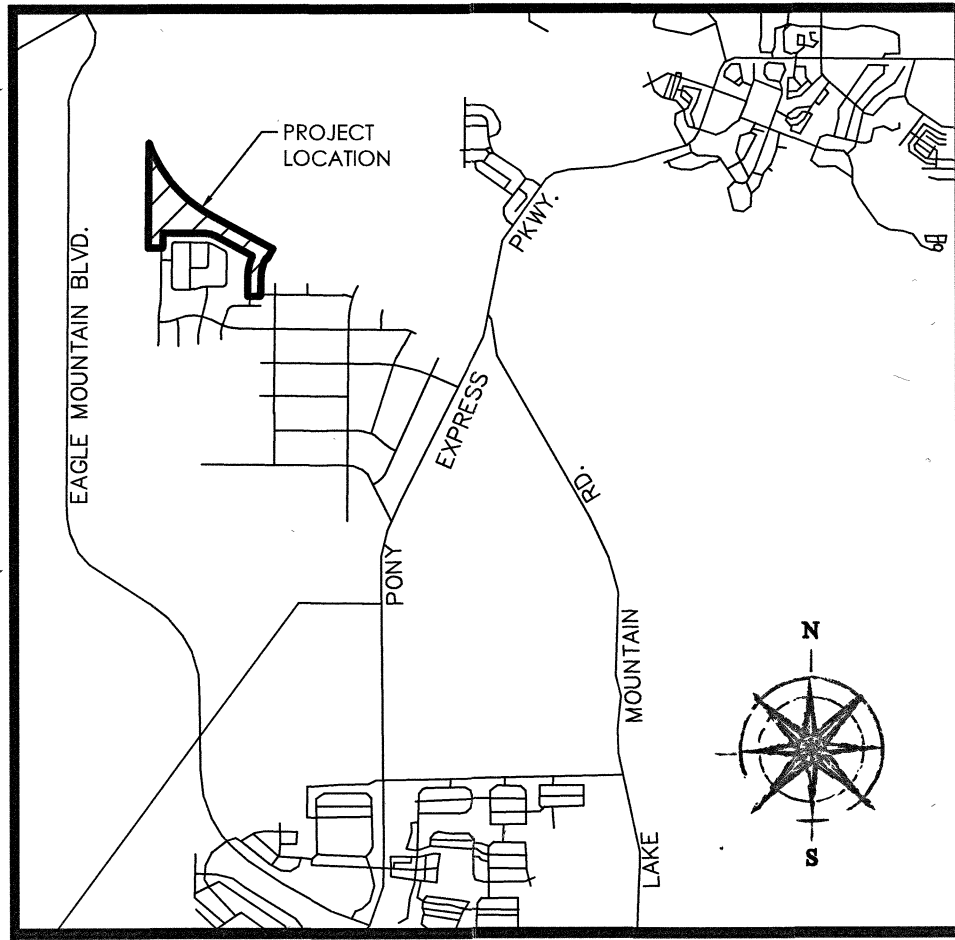
ENT 176005:2021 Map # 177641
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 14 3:06 pm FEE 224.00 BY JR
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PHASE "D" PLAT 2
OVERLAND
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LOCATED IN A PORTION OF SECTION 36, T8S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SCALE: 1"=60'

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

1796/2023

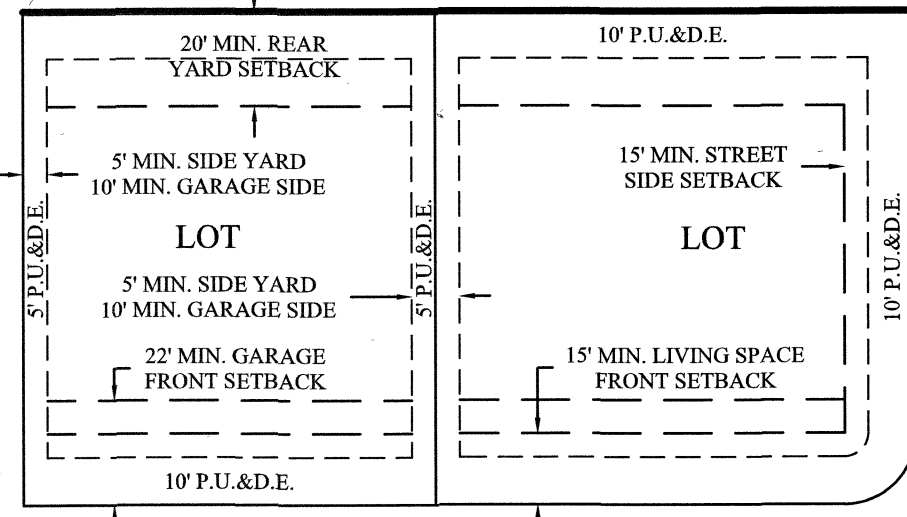
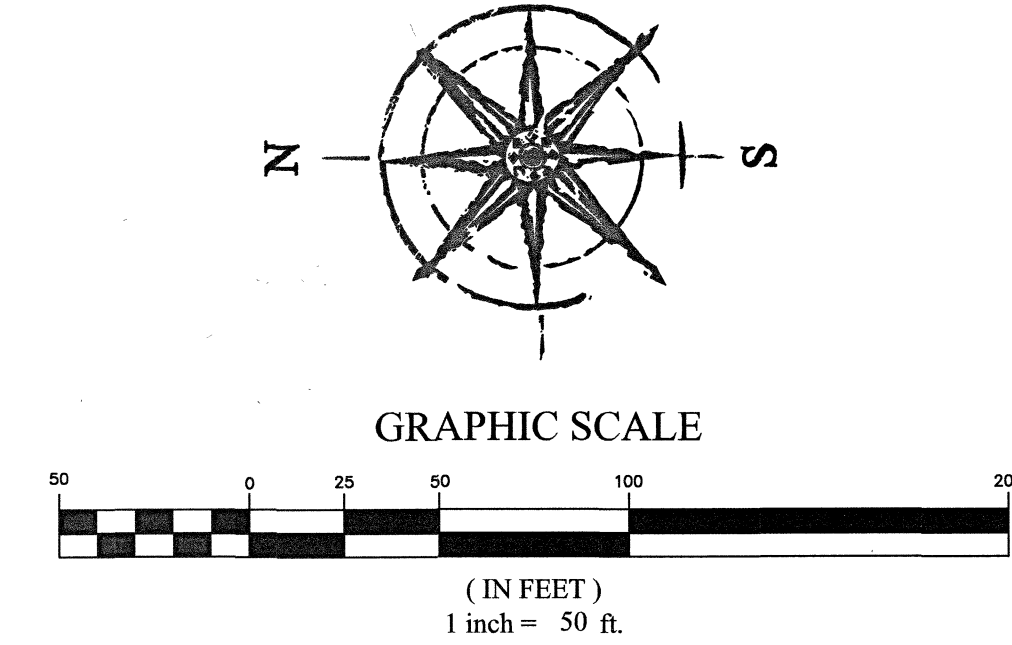
PAGE 3 OF 3 10/30/2020



VICINITY MAP
N.T.S.

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
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TYPICAL BUILDING SETBACKS
N.T.S.

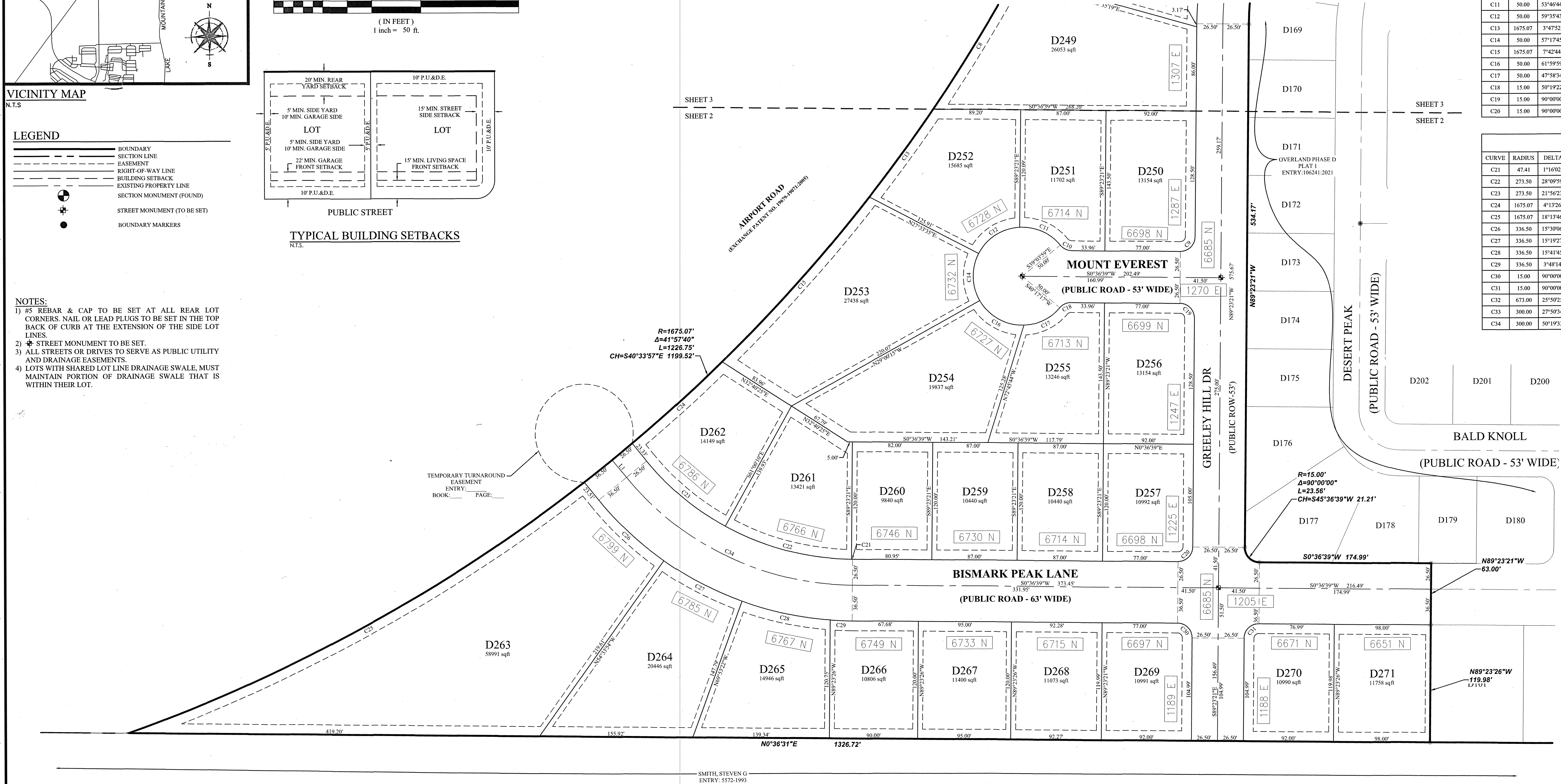
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Line Table		
LINE	DIRECTION	LENGTH
L1	S50°50'12"W	23.12

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	646.50	4°03'38"	45.82	N02°38'00"E	45.81
C2	646.50	8°24'59"	94.97	N08°52'18"E	94.88
C3	646.50	9°27'18"	106.69	N17°48'26"E	106.57
C4	15.00	95°55'08"	25.11	N70°29'39"E	22.28
C5	326.50	13°18'29"	75.84	N68°12'02"W	75.67
C6	326.50	14°32'04"	82.83	N82°07'19"W	82.60
C7	1675.07	0°25'05"	12.22	S61°20'15"E	12.22
C8	1675.07	5°25'28"	158.59	S58°24'58"E	158.53
C9	15.00	90°00'00"	23.56	N44°23'21"W	21.21
C10	15.00	50°19'22"	13.17	N25°46'20"E	12.76
C11	50.00	53°46'44"	46.93	N24°02'40"E	45.23
C12	50.00	59°35'43"	52.01	N32°38'34"W	49.69
C13	1675.07	3°47'52"	111.03	S53°48'18"E	111.01
C14	50.00	57°17'45"	50.00	S88°54'43"W	47.94
C15	1675.07	7°42'44"	225.47	S48°03'00"E	225.30
C16	50.00	61°59'59"	54.10	S29°15'51"W	51.50
C17	50.00	47°58'34"	41.87	S25°43'26"E	40.63
C18	15.00	50°19'22"	13.17	S24°33'02"E	12.76
C19	15.00	90°00'00"	23.56	S45°36'39"W	21.21
C20	15.00	90°00'00"	23.56	N44°23'21"W	21.21

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C21	47.41	1°16'02"	1.05	N00°43'15"E	1.05
C22	273.50	28°09'59"	134.45	N14°54'50"E	133.10
C23	273.50	21°56'23"	104.73	N39°58'01"E	104.09
C24	1675.07	4°13'26"	123.49	S42°04'55"E	123.46
C25	1675.07	18°13'46"	532.95	S28°42'00"E	530.70
C26	336.50	15°30'06"	91.04	S43°11'09"W	90.76
C27	336.50	15°19'27"	90.00	S27°46'22"W	89.73
C28	336.50	15°41'48"	92.18	S12°15'46"W	91.89
C29	336.50	3°48'14"	22.34	S02°30'46"W	22.34
C30	15.00	90°00'00"	23.56	S45°36'39"W	21.21
C31	15.00	90°00'00"	23.56	S44°23'21"E	21.21
C32	673.00	25°50'25"	303.52	S13°31'20"W	300.95
C33	300.00	27°50'34"	145.78	N75°28'04"W	144.35
C34	300.00	50°19'33"	263.50	S25°46'26"W	255.12



ENT 176005:2021 Map # 17961
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 14 3:06 pm FEE 224.00 BY JR
RECORDED FOR EAGLE MOUNTAIN CITY

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 HIGH TECH DRIVE
MIDVALE, UTAH 84047 TEL: (801) 352-0075
www.focusutah.com

PHASE "D" PLAT 2
OVERLAND
SUBDIVISION
LOCATED IN A PORTION OF SECTION 36, T3S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SCALE: 1"=60'

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

1796/3043

PAGE 2 OF 3 10/30/2020



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

Monday, July 11, 2022

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

SUBJECT: Overland phase "D" 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,

Chris Trusty (Jul 11, 2022 13:37 PDT)

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Overland phase D plat 2 Bond

Engineering Division
2665 North Pony Express Parkway
Eagle Mountain City, Utah 84006
(801) 786-6671

2nd Bond Release	
Original Bond Amount:	\$ 1,496,965.43
Previous Release Amount:	\$ 1,341,127.00
Amount to Release this Period:	\$ 19,750.66
Amount Remaining in Bond:	\$ 136,087.77

Bond Releases Summary	
#1	\$ 1,341,127.00
#2	\$ 19,750.66
#3	\$ -
#4	\$ -
TOTAL	\$ 1,360,877.66

7/11/2022

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	SWPPP									
a	Gravel construction entrance	1875	SF	\$2.14	\$4,012.50	1,875	0	100%	\$0.00	\$4,012.50
b	Curb inlet protection	15	EA	\$132.00	\$1,980.00	15	0	100%	\$0.00	\$1,980.00
c	Silt fence	1	LS	\$2.91	\$2.91	1	0	100%	\$0.00	\$2.91
2	GRADING									
a	Rough grading	108475	SF	\$0.11	\$11,932.25	108,475	0	100%	\$0.00	\$11,932.25
b	Compaction testing	1	LS	\$22,590.00	\$22,590.00	1	0	100%	\$0.00	\$22,590.00
3	ROADWAY IMPROVEMENTS									
a	3 inch Surface Course	92940	SF	\$1.20	\$111,528.00	92,940	0	100%	\$0.00	\$111,528.00
b	6 inch Road base(also behind curb)	108475	SF	\$0.69	\$74,847.75	108,475	0	100%	\$0.00	\$74,847.75
c	9 inch sub-base(e-fill)behind curb)	108475	SF	\$0.72	\$78,102.00	108,475	0	100%	\$0.00	\$78,102.00
d	30" curb & gutter	6180	LF	\$23.40	\$144,612.00	6,180	0	100%	\$0.00	\$144,612.00
e	Sidewalk	26815	SF	\$5.38	\$144,264.70	26,815	0	100%	\$0.00	\$144,264.70
f	12' Asphalt Trail	9935	SF	\$1.91	\$18,975.85	9,935	0	100%	\$0.00	\$18,975.85
g	Street signs	3	EA	\$500.00	\$1,500.00	3	0	100%	\$0.00	\$1,500.00
h	Slope signs	4	EA	\$500.00	\$2,000.00	4	0	100%	\$0.00	\$2,000.00
i	Temp. turnaround	7375	SF	\$0.80	\$5,900.00	7,375	0	100%	\$0.00	\$5,900.00
j	ADA access ramps	29	EA	\$436.00	\$12,644.00	29	0	100%	\$0.00	\$12,644.00
4	CULINARY WATER									
a	8" culinary water c-900 wrappings	3210	LF	\$28.30	\$90,843.00	3,210	0	100%	\$0.00	\$90,843.00
b	Fire Hydrant	7	EA	\$6,050.00	\$42,350.00	7	0	100%	\$0.00	\$42,350.00
c	8" gate valves	10	EA	\$2,241.00	\$22,410.00	10	0	100%	\$0.00	\$22,410.00
d	3/4" water service	38	EA	\$1,325.00	\$50,350.00	38	0	100%	\$0.00	\$50,350.00
e	2" blow off	2	EA	\$2,150.00	\$4,300.00	2	0	100%	\$0.00	\$4,300.00
f	Connect to existing	3	EA	\$1,301.00	\$3,903.00	3	0	100%	\$0.00	\$3,903.00
g	Import backfill	1660	TON	\$11.20	\$18,592.00	1,660	0	100%	\$0.00	\$18,592.00
5	STORM DRAIN									
a	15" RCP storm drain	2345	LF	\$47.00	\$110,215.00	2,111	234.5	100%	\$11,021.50	\$110,215.00
b	Combo box	8	EA	\$5,900.00	\$47,200.00	7	0.8	100%	\$4,720.00	\$47,200.00
c	60" manhole	3	EA	\$3,772.00	\$11,316.00	3	0.3	100%	\$1,131.60	\$11,316.00
d	Curb inlet box	7	EA	\$2,850.00	\$19,950.00	6	0.7	100%	\$1,995.00	\$19,950.00
e	Import backfill	788	TON	\$11.20	\$8,825.60	709	78.8	100%	\$892.56	\$8,825.60
6	SEWER									
a	8" Sewer pipe	2575	LF	\$36.10	\$92,957.50	2,575	0	100%	\$0.00	\$92,957.50
b	4" sewer laterals	38	EA	\$1,127.00	\$42,826.00	38	0	100%	\$0.00	\$42,826.00
c	48" sewer manholes	13	EA	\$4,250.00	\$55,250.00	13	0	100%	\$0.00	\$55,250.00
d	Import fill	9348	TON	\$11.20	\$104,697.60	9,348	0	100%	\$0.00	\$104,697.60
TOTAL CONSTRUCTION COST					\$1,360,877.66					
10% Bond Coverage					\$136,087.77					
TOTAL BOND AMOUNT:					\$1,496,965.43					
						Released this Period			\$19,750.66	

Chris Trusty (Jul 11, 2022 13:36 PDT)
Chris Trusty, P.E.
Eagle Mountain City Engineer

7/11/22 Date

Robert Ballif
Engineering Tech. 1
7/11/22 Date

Overland phase D plat 2 into warranty bond release

Final Audit Report

2022-07-11

Created:	2022-07-11
By:	Julie Bencomo (jbencomo@emcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9oP2mrKcGceF3A5NNiTvfog610G3VjN

"Overland phase D plat 2 into warranty bond release" History

 Document created by Julie Bencomo (jbencomo@emcity.org)

2022-07-11 - 6:39:07 PM GMT- IP address: 208.54.225.99

 Document emailed to ctrusty@emcity.org for signature

2022-07-11 - 6:39:47 PM GMT

 Email viewed by ctrusty@emcity.org

2022-07-11 - 8:37:01 PM GMT- IP address: 174.195.139.26

 Document e-signed by Chris Trusty (ctrusty@emcity.org)

Signature Date: 2022-07-11 - 8:37:28 PM GMT - Time Source: server- IP address: 174.195.139.26

 Agreement completed.

2022-07-11 - 8:37:28 PM GMT



Adobe Acrobat Sign



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 19, 2022**

TITLE:	Well #7 Site Prep Package Change Order #1 - VanCon, Inc.		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$32,202.30		
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends that the City Council approve VanCon Change Order #1 for Well #7 Site Preparation.

BACKGROUND:

In March 2022, the City Council approved a bid award to VanCon for the site prep package on well #7. In order to be able to allow drilling equipment on site and to construct a well house, the site will need to have a level pad for the well house and equipment, as well as access from Pony Express Parkway to the pad site. In order to flatten out an area, a retaining wall is needed along the south, not to exceed 5 feet in height. The original bid amount was for \$304,950.45.

During the construction process, solid rock was encountered which required additional jack-hammering to remove. Although the city realized that this was a possibility prior to the bid award, the City had no way to know how extensive the rock formations would be. The increase to the projects costs to properly break up and haul away this material was \$32,202.30, increasing the total cost to \$337,152.75.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Change Order #1](#)

PCO 001 Eagle Mountain Pony Express Well site 7 release



Quote To: Eagle Mountain City
Chris Trusty
Phone: 801-789-6671
Fax:

Job Name: Pony Express Well site 7 release
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300	Credit on Dirt Excavation	4,400.00	CY	-4.00	-17,600.00
400	Construction Model (Machine Control)	1.00	LS	1,410.00	1,410.00
700	Rock Excavation based on Model Quantity	3,200.00	CY	13.81	44,192.00
800	POH @ 15%	1.00	LS	4,200.30	4,200.30
GRAND TOTAL					\$32,202.30

NOTES:

PCO 001

Additional time needed to excavate for rock.

1200 CY less excavation by changing to 1:1 slope

Cost to remodel site

3200 CY of Rock ex

Thank You,

Montana Gardner
VANCON Inc.



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

July 5, 2022, 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, Colby Curtis, Carolyn Love, and Brett Wright. Councilmember Jared Gray joined electronically at 4:30 p.m.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Lianne Pengra, Chief Deputy Recorder; Chris Trusty, City Engineer; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Jeff Weber, Fleet and Facilities/Operations Director; Todd Black, Wildlife Biologist/Environmental Planner; Eric McDowell, Chief Deputy Sheriff, Embret Fossum, UFA Battalion Chief; Jim Barney, Neighborhood Improvement Officer; Dean Vilet, Neighborhood Improvement Officer; and David Draper, Neighborhood Improvement Officer.

CITY STAFF PRESENT ELECTRONICALLY: Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Steve Mumford, Assistant City Administrator/Community Development Director; Mack Straw, Public Utilities Manager; and Chas Glenn, Administrative Assistant.

Mayor Westmoreland called the meeting to order at 4:04 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Public Utilities

- Well #5 is operational and all other wells were turned off because tanks, excluding 1 and 7, were at max capacity.
- Rhino is scheduled to evaluate for repairs on July 6th, for Well #1 and Well #7 .
- The City is compiling data on the impact of resident conservation.

Engineering

- Options for Well #7 are being evaluated. The City is considering reducing the 20-inch diameter shaft to a 16-inch which should provide adequate flow and high yields.

Communications

- The department is assessing potential changes to City events, social media practices, and information standards.
- The City Marketing Plan strategy is in process and will be reviewed with Council prior to going out to vendors.

Community Development

- The vested unit counts project is nearing completion and is anticipated to be presented at the July 19th City Council meeting.
- Tracking software is being moved to a cloud-based system.
- Upcoming development applications – Eagle Heights Village Master Development Agreement and preliminary plat amendment, Harmony A-14 site plan, Parkway Fields Phase C, Overland Village Phase 2A amended plat, Lone Tree F3 preliminary plat, Pole Canyon Master Development Agreement.

Parks and Recreation

- Construction documents for the Walden Park Observatory are scheduled for completion by September 1st. The project should be completed in spring 2023.
- Staff discussions with residents resulted in changes to the skate park design for Smith Ranch Park. A meeting is scheduled for July 13th to review the layout for the playground equipment and other entities for the park.
- The Hidden Hollow Trailhead parking lot improvements are complete.

1.B. DISCUSSION – Neighborhood Improvement

Neighborhood Improvement Officer Jim Barney presented difficulties their department has in enforcing parking regulations within the City and recommended the following changes to Municipal Code:

- Allow a resident to park on a parking strip that has an impervious or rock surface;
- Ticket residents with a fine as prescribed in the consolidated fee schedule; and
- Add parking standards for:
 - No parking within 15 feet of a mailbox,
 - No inoperable vehicles on City streets,
 - All vehicles must show a valid license registration plate while parked on City streets, and
 - No vehicles with defective equipment may be parked on City streets;
- Change the 72-hour limit to 48 hours – a new time limit may begin only upon removal of the motor home, recreational vehicle, trailer, or vehicle from the block of five hundred feet from the location in which it was previously parked;
- No overnight parking;
- Add odd or even parking in relation to calendar days;
- Trailers or recreational vehicles are not to be parked on City streets or alleys for longer than twelve hours for the purpose of loading and unloading;
- Prohibit agricultural vehicles, recreational vehicles, occupied or empty trailers, or any vehicle within the front yard area of any residential zone;
- No parking on a public street, park road, or parking lot of any oversized vehicle, non-motorized vehicle, or recreational vehicle between the hours of 2:00 a.m. and 6:00 a.m.; and
- Prohibiting placing dirt or other materials on the road.

Mr. Barney clarified that vehicles are permitted to be parked in residents' driveways behind the front of the house on an impervious surface but not dirt or other surfaces that result in mud or debris being transferred onto City streets and the 48-hour limitation would allow for vehicles to be parked over the weekend.

Discussion ensued clarifying the prohibition of construction debris or dirt being stored on the road because it could be washed into the storm drain system.

The City Council provided feedback regarding:

- Concerns with allowing parking on park strips damaging irrigation or landscaping
- Supporting resident education through information notices before issuing citations
- Obstacles impeding the delivery of a neighbor's mail
- Objection to standards that prohibit residents from owning trucks and other large vehicles
- Mailbox consolidation to provide more street parking
- Allowing for overflow parking or other options for extenuating circumstances in certain neighborhoods
- Increasing parking standards to reduce parking issues in new developments

2. AGENDA REVIEW

9. AGREEMENTS

9.A. Landscape & Maintenance Services – TruCo Services, Inc.

Councilmember Curtis asked about pricing. Parks and Recreation Director Brad Hickman explained the terms of the agreement are the same other than the addition of a square footage unit cost to account for new properties being added for services and mowing unimproved areas twice a year. This agreement is for services through the end of the year; however, the City intends to continue contracting with TruCo Services, Inc. as long as their services meet expectations and are satisfactory.

10. BID AWARDS

10.A. Eagle Mountain Boulevard Materials Testing – Project Engineering Consultants

10.B. Leased Office Space Workstation Furniture – Workspace Elements (State Contract)

The City received a bid from Henriksen Butler which replaced the original bid that was on the agenda because it was \$5,489.76 less than the previous bid.

10.C. Wastewater Treatment Plant Headworks Facility – VanCon, Inc.

City Administrator Paul Jerome noted that Councilmember Gray had expressed concern with impact fees facility plan (IFFP) calculations in an inflationary economy. Staff is working on

updating the IFFPs and impact fee analysis (IFA) every two years to adapt to updated pricing and City growth. The City has utilized excess General Fund money for impact fee-eligible projects.

Discussion ensued regarding the need for the project and clarifying that the additional cost will be accommodated in a budget amendment.

12. CHANGE ORDERS

12.A. Pony Express Widening Project Phase 5 Change Order #1 – Kenny Seng Construction

Mr. Trusty stated City inspectors have a walk-through scheduled for the project on Thursday.

14. ORDINANCE/PUBLIC HEARING

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting an Updated Impact Fee Enactment for a Culinary Water Impact Fee; Providing for the Calculation and Collection of Such Fees; Providing for Appeal, Accounting, and Severability of the Same and Other Related Matters.

Councilmember Love requested additional information regarding equivalent residential connection (ERU) projections and the full City buildout scenario.

City Engineer Chris Trusty stated that the ERU information could be provided to the Council. He explained that ERUs are used to determine comparable tabulations for commercial and industrial uses.

Discussion ensued regarding the following:

- The existing water impact fee and how the fee is calculated,
- The service area locations and fees being combined into a universal fee,
- Changes to Central Utah Water Conservatory District (CUWCD) and Central Water Project (CWP) capital recovery and annual rate fees to ensure water source costs are covered,
- Concerns about whether users with water rights are paying sufficient fees to cover infrastructure and storage impacts for non-CUWCD water sources because the system will be sharing water between the sources and all users are benefiting from CWP water, and
- Operation and maintenance costs for CWP-sourced water compared to City well-sourced water.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the work session at 5:59 p.m.

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Lianne Pengra, Chief Deputy Recorder; Chris Trusty, City Engineer; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Eric McDowell, Chief Deputy Sheriff, and Embret Fossum, UFA Battalion Chief.

CITY STAFF PRESENT ELECTRONICALLY: Tyler Maffitt, Communications Manager; Aaron Sanborn, Economic Development Director; Jeremy Cook, City Attorney; Steve Mumford, Assistant City Administrator/Community Development Director; Jeff Weber, Fleet and Facilities/Operations Director; and Mack Straw, Public Utilities Manager.

4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:09 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Wright led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City would like to thank residents for keeping their Independence Day celebrations safe this weekend. We appreciate residents educating themselves on where fireworks are allowed within City limits and hope to keep things safe later this month during the Pioneer Day celebration as well.
- Residents are encouraged to attend Eagle Mountain City's Concert in the Park this Saturday, July 9th. "Sonic Duke," a band made up of local school principals will perform at 7:00 p.m. "Skylar and Jordan," an Island, Country, and Pop-Funk group will kick things off at 6:00 p.m. at Cory Wride Memorial Park.
- On July 30th, Eagle Mountain will hold its 2nd annual Summer Bash and Laser Show. This event will take place from 4:00 to 10:15 p.m. Please come out to enjoy the bounce houses, patriotic kids' parade, pie-eating contest, trash Panda Drum Group and Laser Show, and more. For more information on this, please check our City website and social media pages.
- Residents are encouraged to water their lawns three times per week. Residents at odd-numbered addresses are encouraged to water Monday, Wednesday, and Friday. Even-numbered addresses are encouraged to water Tuesday, Thursday, and Saturday. Thank you for helping Eagle Mountain achieve its conservation goals.

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 7:12 p.m.

Darren Gillespie expressed safety and property damage concerns regarding golf balls leaving the golf course and requested for the City to conduct a risk assessment.

City Administrator Paul Jerome stated that he has been in contact with the golf course owner and they plan to meet to discuss the situation. He invited a Councilmember to attend the meeting.

Mayor Westmoreland closed public comment at 7:25 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Gray

Councilmember Gray welcomed and thanked the meeting participants. He requested an update on the Transportation Master Plan in relation to the Browns Meadow development.

City Engineer Chris Trusty stated that he has spoken with Garrett Schmidt and informed him that a collector road is still anticipated in the location of the development. He suggested options for the project to incorporate the road.

Councilmember Wright

Councilmember Wright expressed appreciation to the meeting participants and staff and welcomed the Mayor and Council. He inquired regarding the status of the Silver Creek Way connection.

Mr. Trusty said the funding for the pipeline fell through. Staff will meet with Flagship Homes to explore a storm drain impact fee credit or reimbursement agreement in exchange for completing that portion of the project.

Councilmember Love

Councilmember Love wished everyone a Happy Fourth of July yesterday. She thanked firefighters for their service to keep everyone safe during the holiday.

Councilmember Burnham

Councilmember Burnham reminded residents to be wise when igniting fireworks and encouraged balancing rights with safety protocols. She suggested a flag drop-off program for flags in need of retirement.

Councilmember Curtis

Councilmember Curtis welcomed the meeting participants.

Mayor Westmoreland

Mayor Westmoreland expressed gratitude for residents' patriotism and consideration during their holiday celebrations to keep everyone safe.

The Council and the City Attorney discussed potentially amending the fireworks restrictions map prior to the Pioneer Days celebration to add a hazardous area identified by a resident.

CONSENT AGENDA

9. AGREEMENTS

9.A. Landscape & Maintenance Services – TruCo Services, Inc.

10. BID AWARDS

10.A. Eagle Mountain Boulevard Materials Testing – Project Engineering Consultants

10.B. Leased Office Space Workstation Furniture – Workspace Elements (State Contract)

10.C. Wastewater Treatment Plant Headworks Facility – VanCon, Inc.

11. BOND RELEASES

11.A. Spring Run Phase D, Plat 4 – Into Warranty

11.B. Spring Run Phase D, Plat 3 – Out of Warranty

12. CHANGE ORDERS

12.A. Pony Express Widening Project Phase 5 Change Order #1 – Kenny Seng Construction

13. MINUTES

13.A. June 21, 2022 Minutes – Regular City Council Meeting

MOTION: *Councilmember Wright moved to approve the consent agenda. Councilmember Curtis seconded the motion.*

Those Voting Yes

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

Those Voting No

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

Those Abstaining

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

Those Absent

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

The motion passed with a unanimous vote.

SCHEDULED ITEMS

14. ORDINANCE/PUBLIC HEARING

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting an Updated Impact Fee Enactment for a Culinary Water Impact Fee; Providing for the Calculation and Collection of Such Fees; Providing for Appeal, Accounting, and Severability of the Same and Other Related Matters.

Fred Philpot with Lewis Young Robertson and Burningham presented the water Impact Fee Analysis and Impact Fee Facilities Plan. He reviewed the impact fee calculation with consideration of the service area, demand area, level of service, existing facility inventory, excess capacity, and future capital facilities analysis and financing strategy consideration of all revenue sources. Their methodology included two scenarios: one with water rights and one without water rights.

Developments using Central Water Project (CWP) water will have a different impact fee than developments with local water sourcing. The impact fee calculations account for infrastructure and storage expenses. The impact fees for developments with local water rights include \$4,054 per equivalent residential connection (ERU) and applicable reimbursement agreement fees. The impact fees for developments without water rights will include \$2,284 per ERU, CWP fees, and applicable reimbursement agreement fees.

Discussion ensued regarding the 90-day wait period to enact increased impact fees and potentially tabling the item to amend and update the consolidated fee schedule to correspond with the new impact fees.

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

Eileen Miller with the Utah Valley Home Builder Association stated that most cities will charge the impact fees in use on the day the building permit is issued. She noted that Mr. Philpot's presentation had addressed most of their questions. She requested information regarding the front and backend of inside versus outside water.

Mr. Trusty said the City plans to conduct a study to compare inside and outside water usage and to assess the impacts of conservation efforts and accessory dwelling units.

Mr. Jerome explained that a secondary water study concluded that water reuse would be extremely costly. Nevertheless, the City is entertaining the possibility due to geographical water source limitations. ERU requirement assessments and water conservation will be studied to ensure the City has sufficient wet water in correlation to paper water rights.

Discussion ensued regarding building permit processes, fee payments, and issuance timeframes and when the increased and decreased impact fees will go into effect.

Mayor Westmoreland closed the public hearing at 8:14 p.m.

Councilmember Love suggested tabling the item to the next meeting in order to approve an updated consolidated fee schedule and to allow builders to pay the lower of either the current or new impact fees during the 90-day wait period.

Councilmember Curtis stated he would be amenable to allowing builders to pay the lower impact fees if the CWP fee is also charged with the new lower rate.

Mr. Jerome expressed concern about allowing developers to pay the lower of the two fees as the City has discovered that current fees are insufficient to cover capital recovery costs for infrastructure bonds and impacts across the full system.

Discussion ensued regarding whether State Code requires lower fees to be enacted immediately or after 90-days, especially in consideration of the unique circumstances created by two different water sources.

Councilmember Wright requested additional data comparing the current and new fees.

Ms. Pengra stated approximately 90% of newly recorded plats have CWP water.

MOTION: *Councilmember Wright moved to table an ordinance of Eagle Mountain City, Utah, adopting an updated impact fee enactment for a culinary water impact fee; providing for the calculation and collection of such fees; providing for appeal, accounting, and severability of the same and other related matter to a future meeting to amend the consolidated fee schedule. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote.

15. CITY COUNCIL/MAYOR'S BUSINESS

16. CITY COUNCIL BOARD LIAISON REPORTS

17. COMMUNICATION ITEMS

17.A. Upcoming Planning Items

18. ADJOURNMENT

MOTION: *Councilmember Curtis moved to adjourn the meeting at 8:30 p.m. Councilmember Love seconded the motion.*

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

The motion passed with a unanimous vote.

The meeting was adjourned at 8:30 p.m.

Approved by the City Council on July 25, 2022.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 19, 2022**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule for Central Water Project Water Purchases.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Paul Jerome, Admin

PRESENTED BY:

Paul Jerome, City
Administrator

RECOMMENDATION:

Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, amending the Consolidated Fee Schedule for Central Utah Water purchases.

BACKGROUND:

The proposed amendment to the Consolidated Fee Schedule adds the contractual obligation for the City to pay for infrastructure for sourcing for those purchasing contract water through the Central Utah Water Conservancy District.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Consolidated Fee Schedule - Redlines](#)

[RES--Consolidated Fee Schedule - CWP Water](#)

10.7. | OTHER SUBDIVISION DEVELOPMENT FEES

Last Revision: 5/18/2022

Inspection Fees, Based on Engineers' Estimate of Project Cost	3.2% of the First \$750,000 Estimate; 1% of the Estimate Amount Exceeding \$750,000
Subdivision Bond – Performance & Guaranty	110% of the Value, Plus 2-year Warranty
New Asphalt Seal Coat.....	\$0.206 per square foot
Streetlights.....	Actual Cost to the City
CWP Water Use.....	\$13,580 per Acre Foot, or Current Rate According to CWP Contract
Central Water Project One-time Development Take Down Fee, as set by Central Utah Water Conservancy District Board of Trustees.....	\$13,570 per Acre Foot, or Current Rate According to CWP Contract
Central Water Project Capital Amount for Capital Recovery Only (Net Present Value of Future Capital Components of Annual Fee)*	\$4,771 per Acre Foot, or Current Rate According to CWP Contract
Banked Water Transfer Fee.....	\$250

**As of July 20, 2022, this fee must be paid prior to plat recordation for all subdivisions utilizing Central Water Project Water.*

RESOLUTION NO. R- -2022

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE
(CENTRAL UTAH WATER)**

WHEREAS, the City Council of Eagle Mountain City is empowered by law to adopt resolutions establishing fees for municipal services and has established an equitable system of fees for providing municipal services; and

WHEREAS, the City Council has determined that it is necessary and appropriate to amend the Central Utah Water rates within the City; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted in the Eagle Mountain City Consolidated Fee Schedule except for those fees and charges which are specifically amended or changed in this Resolution.

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

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.
2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.

This Resolution shall take effect at 12:01 a.m. on the _____ of _____, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the ____ day of _____, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
JULY 19, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain City Municipal Code Section 17.15.030 Planning Commission Organization.		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	Per meeting stipend plus technology supplies		
APPLICANT:	Staff & City Council		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Steve Mumford, Planning

PRESENTED BY:

Jeremy Cook, City Attorney

RECOMMENDATION:

The City Council may approve, deny, or table an Ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Section 17.15.030 Planning Commission Organization as proposed *(or as amended)*.

BACKGROUND:

This item was tabled by the City Council on June 21 at Mayor Westmoreland's request.

Utah Code 10-9a-301 requires each municipality to enact an ordinance establishing a planning commission. The ordinance must define the number and terms of the members (and, if the municipality chooses, alternate members), the mode of appointment, the procedures for filling vacancies and removal from office, the authority of the planning commission, the rules of order and procedure for use by the planning commission in a public meeting, and other details relating to the organization and procedures of the planning commission.

Councilmember Wright consulted with Mayor Westmoreland and requested a change to City Code to allow for an Alternate Planning Commission member who would be involved in the discussions during meetings and have the ability to vote in the absence of a regular member. The City Attorney drafted a proposed amendment

that allows for this to happen. The amendment removes some unnecessary language, requires the Mayor to provide notice to the City Council of the planned appointee for their feedback, allows for the removal of the member, and allows them to serve a term of three years or until they are appointed as a regular member or removed from the Commission.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Development code amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

PLANNING COMMISSION ACTION/RECOMMENDATION:

On June 14 the Planning Commission reviewed this proposal and ultimately voted (3-1; Commissioner Pengra dissenting, Commissioner Wells excused) to recommend approval with the following changes (the proposed amendment has been modified to include these changes):

1. Section B - allow the alternate member to vote if a regular member is absent or if a regular member recuses themselves from an agenda item.
2. Section C - the alternate member shall serve a term of 3 years or until appointed as a regular member of the Commission.

Several concerns with the proposal were brought up and discussed by the Commission, including the possibility of a 7-member commission, the potential political nature of having an alternate, concern with the language that required notice by the Mayor to the Council within a certain timeframe (overcomplication of the appointment process), the additional cost of providing the iPad Pro and the per meeting stipend to another commissioner, the possibility that by having a "backup" member a regular member may be more inclined to miss a meeting occasionally, and others.

Discussion in support of the proposal included the benefit of having an alternate member fill in during any temporary vacancy (5 members have been present at only 3 of the last 10 commission meetings), having someone ready to take the place of a regular

member without requiring additional training, providing one more set of eyes on projects/applications, and providing extra protection to make sure meetings aren't canceled due to the lack of a quorum.

ATTACHMENTS:

[ORD--EMMC 17.15.030 Planning Commission Organization](#)

[EXHIBIT--EMMC 17.15.030 Planning Commission Organization
\(Version 2\)](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,
SECTION 17.15.030 PLANNING COMMISSION ORGANIZATION**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Section 17.15.030 Planning Commission Organization, 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, Section 17.15.030 Planning Commission Organization.
2. The amendment to Section 17.15.030 Planning Commission Organization, as 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 19th day of July, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah
on this 19th day of July, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

17.15.030 Planning commission – Organization.

A The planning commission shall be established, as authorized by Section 10-9a-2301, et seq., Utah Code Annotated 1953.

B. ~~Five Six~~ Members. The planning commission shall consist of five regular members and one alternate member. The five regular members of the planning commission shall be entitled to attend all meetings and vote on all issues. The alternate member is encouraged to attend all meetings and can fully participate in all meeting discussions, but the alternate member shall only vote if a regular member is not in attendance or if a regular member recuses themselves from an agenda item. The mayor, with the advice and consent of the city council, shall appoint members to the planning commission.

C. Terms. ~~Planning commission~~ The regular members of the planning commission shall serve terms of three years, except the city council may adjust the term, except those members initially appointed, who shall serve terms, as set by lottery, of up to six years, in order to provide for the annual appointment or reappointment of at least one member. The alternate member shall serve a term of three years unless appointed as a regular member of the planning commission or removed in accordance with subsection G. The original term of the alternate member shall expire on December 31, 2024.

D. Vacancies. The mayor shall, with the advice and consent of the city council, fill any vacancy within 30 days of the death, resignation, or removal of a member, or the expiration of a member's term. The term of such appointment shall be for the remainder of the unexpired term.

E. Appointment Process. The appointment or reappointment process for planning commission members shall follow the same process as for advisory board positions set forth in Sections 2.27.020 and 2.27.030.

F. Bylaws. The planning commission shall elect officers and adopt policies, bylaws and procedures for the conduct of its internal business, in accordance with state law and this title.

G. Removals. Any planning commission member may be removed with or without cause by the mayor with the advice and consent of the city council. Planning commission members may be removed for failure to attend meetings, as provided by the planning commission's policies and procedures. Planning Commission m~~Members~~ may also be removed for cause by the city council, ~~based on written charges and~~ after a hearing before the city council, if such a hearing is requested by the member, at which the city council shall vote on removal of the planning commission members. [Ord. O-23-2005 § 3 (Exh. 1(1) § 3.3)].

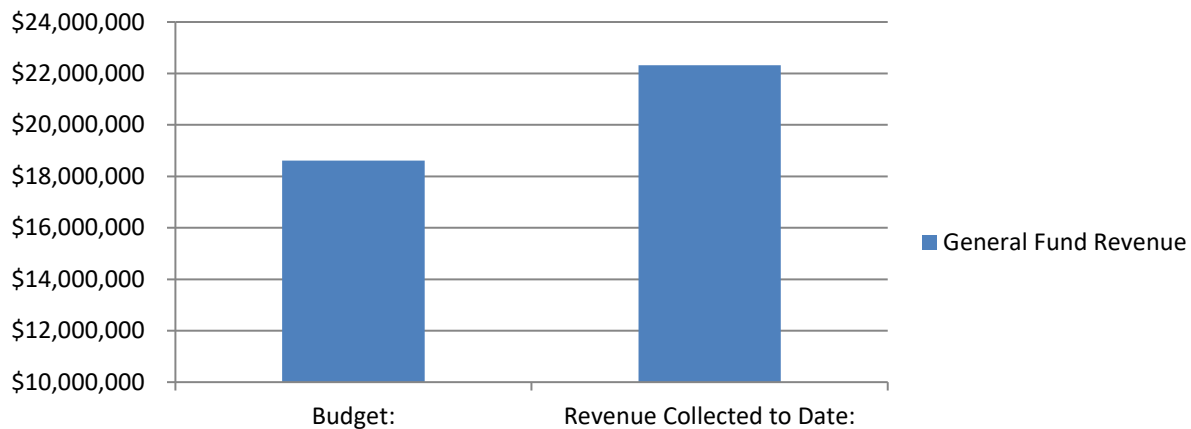
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through June 2022

GENERAL FUND

General Fund Revenues

Budget:	\$ 18,619,229
Revenue Collected to Date:	\$ 22,319,475
Percent of Total Budget Collected:	120%
Percent of Year Completed:	100%



Revenue Analysis

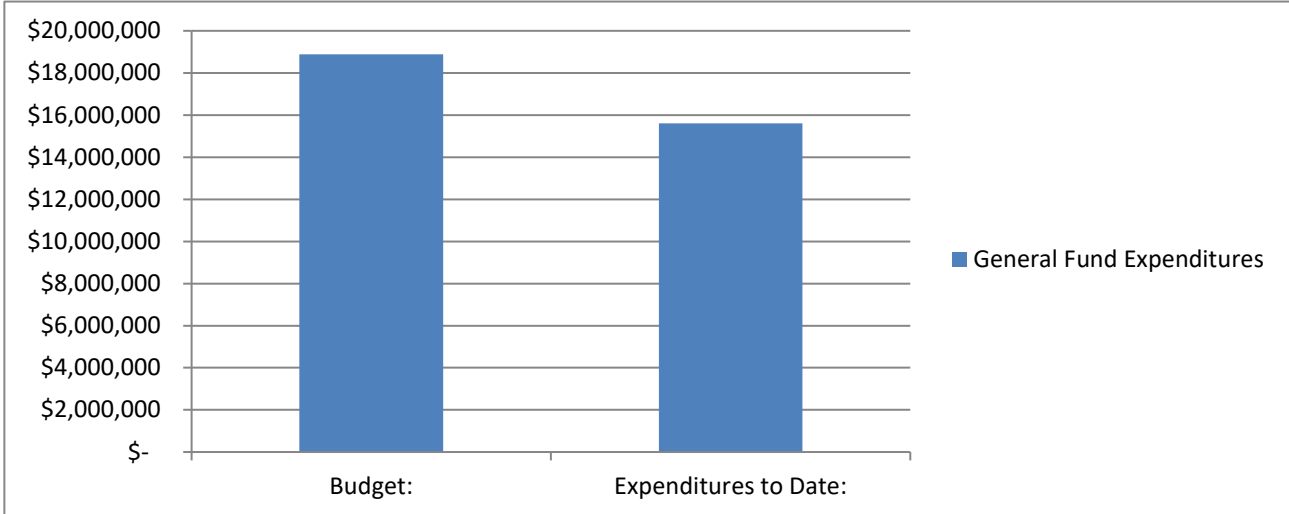
Major Revenue Sources	Budget	To Date	% Collected
Taxes	\$ 11,520,469	\$ 13,892,000	120.59%
Planning Building & Eng Fees	\$ 5,648,760	\$ 6,461,539	114.39%
Intergovernmental Revenue	\$ 1,450,000	\$ 1,965,936	135.58%

Note:

American Rescue Plan Act (ARPA) \$2,271,799.50

General Fund Expenditures

Budget: \$ 18,879,650
Expenditures to Date: \$ 15,600,042
Percent of Total Budget Expended: 83%
Percent of Year Completed: 100%



Expense Analysis

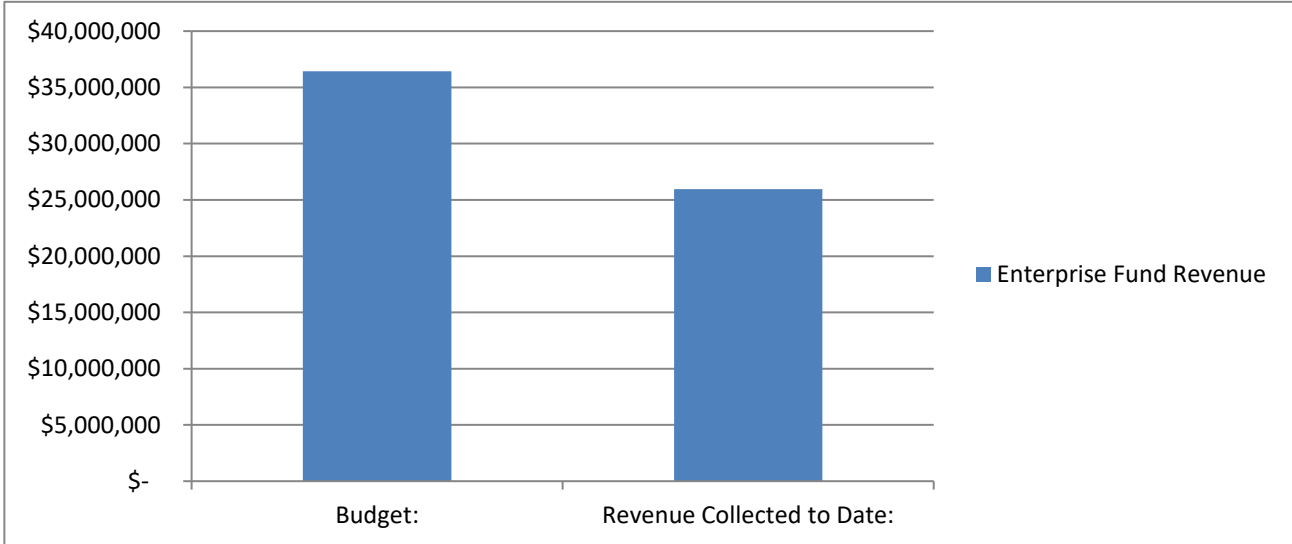
	Budget	To Date	% Expended	% Yr. Completed
Sub 11 - General Administration	\$ 2,690,353	\$ 2,506,681	93%	100%
Sub 18 - Community Services	\$ 1,402,137	\$ 1,149,477	82%	100%
Sub 19 - Non-Departmental	\$ 1,961,552	\$ 1,761,128	90%	100%
Sub 21 - Public Safety	\$ 4,403,618	\$ 3,906,182	89%	100%
Sub 32 - Planning/Zoning	\$ 935,811	\$ 555,648	59%	100%
Sub 33 - Building	\$ 1,263,068	\$ 1,160,500	92%	100%
Sub 41 - Public Works	\$ 6,223,111	\$ 4,560,426	73%	100%

Note: Invoices related to fiscal year 2022 will continue to be processed through August as part of the year end close-out.

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget:	\$ 36,418,458
Revenue Collected to Date:	\$ 25,963,340
Percent of Total Budget Collected:	71%
Percent of Year Completed:	100%



Revenue Analysis

	Budget	To Date	% Received	% Yr. Completed
Fund 51 - Water Fund	\$ 12,441,236	\$ 15,652,176	126%	100%
Fund 52 - Wastewater Fund	\$ 21,083,032	\$ 7,533,533	36%	100%
Fund 57 - Solid Waste Fund	\$ 2,128,175	\$ 2,012,714	95%	100%
Fund 59 - Storm Water Fund	\$ 766,015	\$ 764,917	100%	100%

Fund 51 - Water Fund:

Fund 52 - Wastewater Fund:

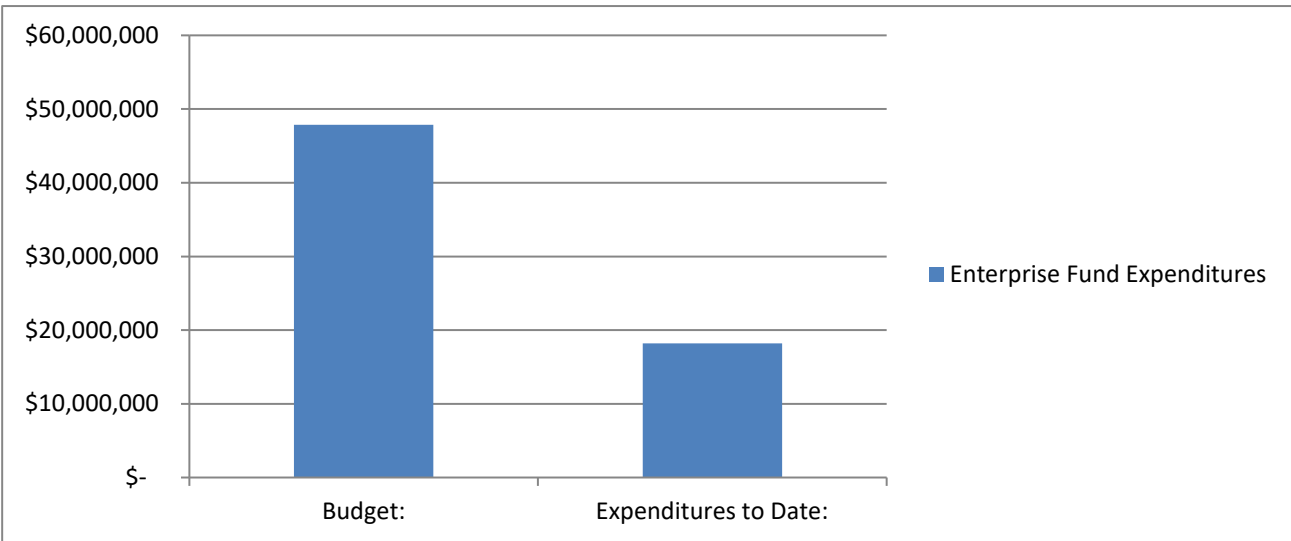
Budgeted revenue was anticipated to include \$14,000,000 in bond proceeds. This did not take place.

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget: \$ 47,860,277
Expenditures to Date: \$ 18,194,460
Percent of Total Budget Expended: 38%
Percent of Year Completed: 100%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
Fund 51 - Water Fund	\$ 23,718,758	\$ 5,361,093	23%	100%
Fund 52 - Wastewater Fund	\$ 20,479,993	\$ 10,601,803	52%	100%
Fund 57 - Solid Waste Fund	\$ 2,500,798	\$ 1,688,112	68%	100%
Fund 59 - Storm Water Fund	\$ 1,160,728	\$ 543,452	47%	100%

Note:

Invoices related to fiscal year 2022 will continue to be processed through August as part of the year end close-out.

IMPACT FEE FUNDS

Fund Balance - current total balance in the fund.

Committed Balance - restricted to pay reimbursement agreements, and budgeted expenses

Available Balance - amount in the fund that is available for future projects in the Capital Facilities plan.

Projected Available Balance - amount projected through building trends to be available for projects in the Capital Facilities Plan by the end of the current fiscal year.

FUND NAME	Fund Balance as of 06/30/2022	Committed Balance	Available Balance	Projected Available Balance by 6/30/22**
11 - Water Impact Fee Fund	\$23,203,330	\$7,500,000	\$15,703,330	\$15,703,330
12 - Wastewater Impact Fee Fund	\$5,184,879	\$4,000,000	\$1,184,879	\$1,184,879
15 - Parks/Trails Impact Fee Fund	\$6,131,266	\$250,000	\$5,881,266	\$5,881,266
16- Public Safety Impact Fee Fund	\$47,684	\$0	\$47,684	\$47,684
17 -Stormwater Impact Fee Fund	\$2,965,766	\$43,000	\$2,922,766	\$2,922,766
18 -Transportation Impact Fee Fund	\$4,514,200	\$1,300,000	\$3,214,200	\$3,214,200

****Available balance + the average of the future facilities impact fee collected and projected out.**

*Unaudited figures - adjusting entries will be done throughout the fiscal year.

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

7-Eleven Rezone and Site Plan
America First Credit Union Site Plan
Browns Meadow Preliminary Plat
Eagle Plaza (Formerly Betos) Site Plan
Eagle Heights Village MDA/MDP Amendment
Family First Dentistry Site Plan
Harmony Phase A, Plat 14 Site Plan
John Hancock School Concept Plan
Lone Tree Phase F, Plat 3 Preliminary Plat
McLachlan Industrial Subdivision Concept Plan
Mountain America Credit Union Site Plan
Overland Village 2 Phase A Preliminary Plat
Parkway Fields Phase C Site Plan and Preliminary Plat
Pole Canyon MDA/MDP Amendment

Code Amendments

Commercial District Node Overlay
Industrial Zone
Landscaping Timing Requirements
Multifamily Commercial Design Standards
Neighborhood Improvement Codes
Private Road Standards/Intersections
Water-wise Landscaping
Wildlife Corridor