



EAGLE MOUNTAIN CITY COUNCIL MEETING

May 7, 2024, 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 DISCUSSION - CDBG Consolidated Plan Feedback
- 1.B DISCUSSION - Downtown/Civic Facilities
- 1.C DISCUSSION - Local Building Authority
- 1.D DISCUSSION - Water Rate Study - 2024

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

The City Council will adjourn into a Closed Executive Session for the purpose of discussion reasonably imminent litigation; the character, professional competence, or physical or mental health of an individual; and/or the purchase, lease, or exchange of real property, pursuant to Section 52-4-205(1) of the Utah Code, Annotated.

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. BOND RELEASES

- 9.A Pacific Springs Phase A-4 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 9.B Silverlake Plat 30, Sewer Main Fix - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 9.C Oquirrh Mountain Ranch Phase B, Plat 1 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)

10. MINUTES

- 10.A January 25, 2024 Minutes - City Council Visioning Conference
[01.25.2024 Visioning Conference - DRAFT](#)
- 10.B February 27, 2024 Minutes - City Council Budget Work Session
[02.27.2024 CC Budget Work Session - DRAFT](#)
- 10.C March 26, 2024 Minutes - City Council Special Session
[03.26.2024 CC Special Session - DRAFT](#)
- 10.D April 16, 2024 Minutes - City Council Regular Meeting
[04.16.2024 CC Regular Session - DRAFT](#)
- 10.E April 23, 2024 Minutes - City Council Budget Work Session and Special Session
[04.23.2024 CC Budget & Special Session - DRAFT](#)

11. PRELIMINARY PLATS & SITE PLANS

- 11.A [PRELIMINARY PLAT/SITE PLAN- Oquirrh Mountain Ranch LDS Church, located off 7000 N Pony Express Parkway and the continuation of E Oquirrh Mountain Parkway \(Parcel #58:048:0077 and #58:048:0078\)](#)
[Oquirrh Mountain Ranch Site Drawings](#)
[Site Elevations - updated](#)

12. RESOLUTIONS

- 12.A [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with D&B Cedar LLC. for the Acquisition of a Right-of-Way along Old Airport Road](#)
[RES--D & B Cedar LC - Amended AGR](#)
[D & B Cedar LC Amended AGR - Redline](#)
[D & B Cedar LC Amended AGR - Clean](#)
- 12.B [RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Dragon Dynamite Displays for a 4th of July Fireworks Display](#)
[RES--Dragon Dynamite Displays LLC](#)
[Dragon Dynamite Displays LLC - AGR](#)

- 12.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Brand and Marketing Playbook
RES--Amend City Playbook
Eagle Mountain Playbook Amended - History Section
- 12.D RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Finance Director and Treasurer to Make Changes to the Eagle Mountain City Public Treasurers' Investment Fund (PTIF) Accounts
RES--PTIF Authorized Users
- 12.E RESOLUTION - A Resolution of Eagle Mountain City, Utah, Proclaiming Eagle Mountain City, a Monarch USA City and Supporting the Improvements to the Available Monarch Butterfly Habitat in Eagle Mountain City
RES--Monarch City USA
- 12.F RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual
RES--Employee Policies and Procedures Manual - Amended
Amended Employee Policies and Procedures - Redlines
- 12.G RESOLUTION - A Resolution of Eagle Mountain City, Utah, Consenting to the Reorganization of the Timpanogos Special Service District
RES--Consenting to Reorganization of TSSD

SCHEDULED ITEMS

13. ORDINANCES AND RESOLUTIONS/PUBLIC HEARINGS

- 13.A RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2024-2025 and Setting a Public Hearing for the Final Budget on June 4, 2024

BACKGROUND: *(Presented by Kimberly Ruesch, Administrative Services Director)* The Eagle Mountain City Tentative Budget for Fiscal Year 2024-2025 will be presented and discussed.

RES--Adopt Tentative Budget

- 13.B ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning 0.62 acres, located at 1215 E Harmony Way, from Tier 1 Residential to R1 for the purpose of locating an LDS Seminary Building

BACKGROUND: *(Presented by David Stroud, Senior Planner)* Staff has reviewed a concept plan for an LDS Seminary building proposed to be built south of the Alpine School District's new middle school in the Clearview Estates. This property lies within the Tier 1 Residential Zone which is no longer found in the City's Municipal Code and the proposed building would not conform to that zone's setback requirements. This is a City-initiated effort to change the land's zoning designation to the R1 Zone, which would allow for a less restrictive rear setback for the proposed use.

ORD--Rezone Tier 1 Res to R1 Seminary Bldg.
Clearview LDS GP and Zone

13.C **ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code 17.80 Regarding Electronic School Signs**

BACKGROUND: *(Presented by Steven Lehmitz, Planner I)* Staff is proposing to amend EMMC 17.80 to allow schools to have electronic message centers/reader boards incorporated into wall signs, to adjust school monument sign allowances, and to allow athletic facility signs.

ORD--EMMC 17.80 Signs Reg & Sign Permits
EMMC Signs & Permits - Redlines

13.D **ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City Utah, Enacting Eagle Mountain Municipal Code Chapter 2.20 Compensation Schedule of Statutory Officers**

BACKGROUND: *(Presented by Marcus Draper, City Attorney)* In the 2024 legislative session, the Utah legislature enacted Senate Bill 91. One of the changes resulting from this new law is that cities are now required to fix the compensation schedule of statutory officers in the municipal code. This new chapter will comply with the new statutory requirement.

ORD--EMMC 2.20 Compensation Schedule
EMMC 2.20 - Compensation Schedule - Proposed

13.E **ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 15,Â Building and Construction**

BACKGROUND: *(Presented by Chris Trusty, City Engineer)* The proposed amendment would set maximum spacing distances for sewer manholes and fire hydrants, remove concrete pipe as an option for sewer lines, and require drywell lift station systems. This also prohibits dumping of public septic system waste at the City Wastewater Treatment Facility.

ORD--EMMC 15 Building and Construction
15.35.010 Water General - Redlines
15.35.050 Water Meters and Service Lines - Redlines
15.45.020 Sewer pipe - Redlines
15.45.070 Sewer laterals - Redlines
15.45.110 Discharging Waste - Redlines
15.45.100 Sewer Lift Stations - Redlines
15.70.090 Street Lighting - Redlines
Standard Construction Drawing Details - Redlines

14. LEGISLATIVE ITEMS

14.A **UPDATE - Legislative Priorities List**

Legislative Priorities List

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 Update

[Financial Update - March 2024](#)

17.B UPDATE - Upcoming Agenda Items

[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 this 2nd day of May, 2024, 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



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Thursday, April 25, 2024

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

SUBJECT: Pacific Springs phase 'A' plat 4 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



Bond Release Request Letter
Pacific Springs phase A plat 4
Reduced

Engineering Division
2565 North Sweetwater Road
Eagle Mountain City, Utah 84043
(801) 789-6671

1st Bond Release		
Original Bond Amount:	\$	78,890.15
Previous Release Amount:	\$	-
Amount to Release this Period:	\$	20,440.00
Amount Remaining in Bond:	\$	58,450.15

Bond Releases Summary	
#1	\$ 20,440.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 20,440.00

4/25/2024

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE WORK										
a	Mobilization	1	0	EA	\$5,000.00	\$0.00	0	0%	100%	\$0.00	\$0.00
b	SWPPP	1	0	EA	\$8,500.00	\$0.00	0	0%	100%	\$0.00	\$0.00
2	STREETS										
a	Roadway Asphalt Paving 3"	36125	0	SF	\$1.29	\$0.00	0	0%	100%	\$0.00	\$0.00
b	Road Base Gravel 6"	45072	0	SF	\$0.65	\$0.00	0	0%	100%	\$0.00	\$0.00
c	Engineering fill Subbase 9"	45072	0	SF	\$0.52	\$0.00	0	0%	100%	\$0.00	\$0.00
d	30" Curb & Gutter modified	2412	0	LF	\$17.00	\$0.00	0	0%	100%	\$0.00	\$0.00
e	6" base under sidewalk	2349	0	LF	\$4.50	\$0.00	0	0%	100%	\$0.00	\$0.00
f	Concrete Sidewalk	11823	0	SF	\$6.50	\$0.00	0	0%	100%	\$0.00	\$0.00
g	ADA ramps	4	4	EA	\$435.00	\$1,740.00	4	100%	100%	\$1,740.00	\$0.00
h	Stop/Street signs	2	2	EA	\$350.00	\$700.00	2	100%	100%	\$700.00	\$0.00
i	Streetlights	3	3	EA	\$6,000.00	\$18,000.00	3	100%	100%	\$18,000.00	\$0.00
3	SEWER										
a	8" PVC Sewer Pipe	1723	0	LF	\$42.00	\$0.00	0	0%	100%	\$0.00	\$0.00
b	48" Manholes	6	0	EA	\$3,800.00	\$0.00	0	0%	100%	\$0.00	\$0.00
c	4" sewer lateral service	31	0	EA	\$1,425.00	\$0.00	0	0%	100%	\$0.00	\$0.00
4	CULINARY WATER										
a	8" Culinary Water Pipe	1170	0	LF	\$24.00	\$0.00	0	0%	100%	\$0.00	\$0.00
b	8" Gate Valve	4	0	EA	\$1,750.00	\$0.00	0	0%	100%	\$0.00	\$0.00
c	8" cross	1	0	EA	\$1,420.00	\$0.00	0	0%	100%	\$0.00	\$0.00
d	8" bend	5	0	EA	\$705.00	\$0.00	0	0%	100%	\$0.00	\$0.00
e	Fire Hydrant w/ valve	3	0	EA	\$6,257.00	\$0.00	0	0%	100%	\$0.00	\$0.00
f	3/4" Water Service Line & Meter Box	31	0	EA	\$1,615.00	\$0.00	0	0%	100%	\$0.00	\$0.00
g	2" blow off w/valve	1	0	EA	\$2,328.00	\$0.00	0	0%	100%	\$0.00	\$0.00
5	STORM DRAIN										
a	15" HDPE	985	0	LF	\$33.80	\$0.00	0	0%	100%	\$0.00	\$0.00
b	12" HDPE	115	0	LF	\$33.80	\$0.00	0	0%	100%	\$0.00	\$0.00
c	60" manholes	4	0	EA	\$4,940.00	\$0.00	0	0%	100%	\$0.00	\$0.00
d	Curb inlet	2	0	EA	\$2,125.00	\$0.00	0	0%	100%	\$0.00	\$0.00
e	Combo box	2	0	EA	\$5,541.00	\$0.00	0	0%	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$20,440.00					
Original 10% Bond Coverage						\$58,450.15					
TOTAL BOND AMOUNT:						\$78,890.15	Released This Period			\$20,440.00	

APPROVED BY EAGLE MOUNTAIN:

Christopher T. Trusty P.E.
Engineering Director

4/25/24
Date

Robert Ballif
Engineering Tech. II

4/25/24
Date



DATE: Thursday, April 25, 2024

TO: Chris Trusty

FROM: Robert Ballif Engineering Assistant

SUBJECT: Pacific Springs phase A plat 4 walk through-up dated

A walk-thru was performed on the above Subdivision. The following were present.

Robert Ballif – Engineering Tech. II

After performing a walk-through, we have the following comments:

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2-inch hole.
2. ~~AutoCAD as build drawings.~~
3. ~~Street/stop signs placed.~~
4. Received some information that 60% to 70% of the concrete out there did not pass the testing process and will need a 5-year warranty. You may bond for the concrete 5-year warranty. You will need to replace all the concrete that did not pass the testing. Check at exit.
5. ~~All testing to be sent to Marty Bahr.~~

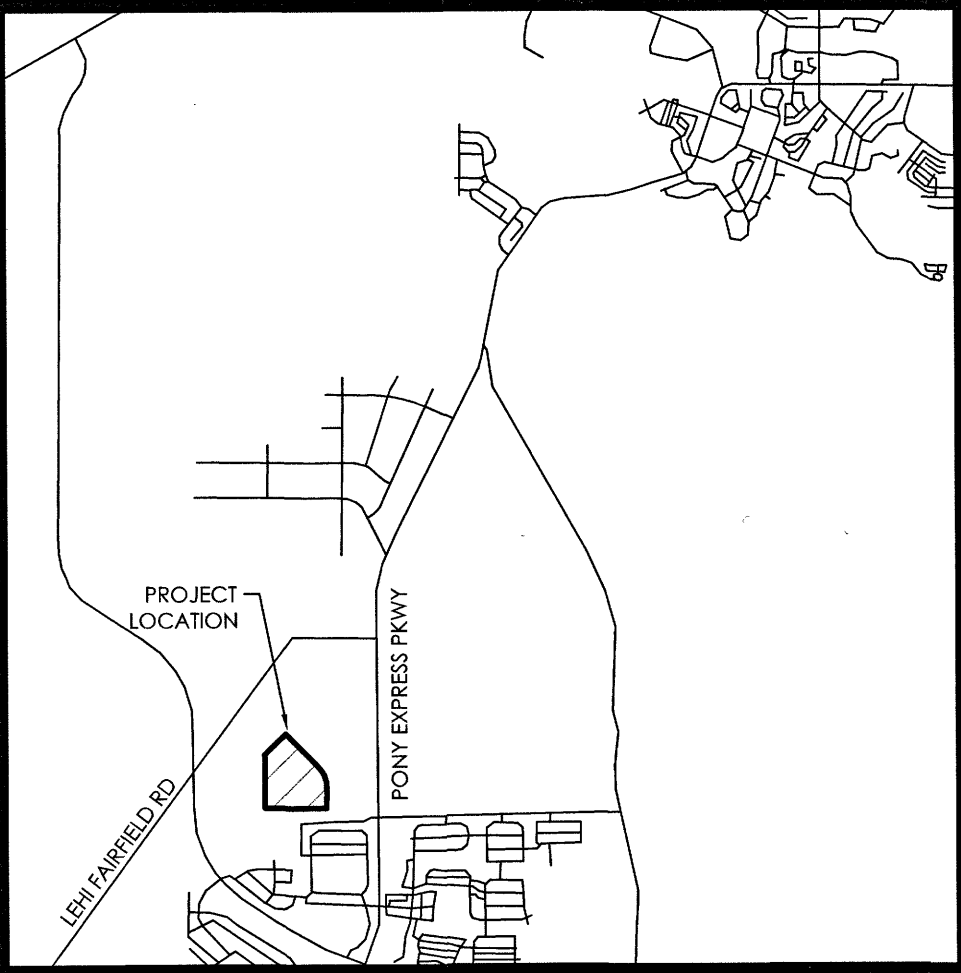
Orville St.:

1. ~~Lot #'s 403 & 402 fire hydrant low, place 6" riser.~~
2. ~~Lot # 411 blow off pipe to have hand tight plastic cap, remove the rag.~~

Sulley Wy.:

1. ~~Lot # 410 storm drain combo box west pipe chip off the concrete (painted red) and re-grout.~~
2. ~~Lot #'s 422 & 423 fire hydrant was hit & is leaning, it will need to be fixed.~~

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for entering warranty.



VICINITY MAP

N.T.S.

LEGEND

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

GENERAL NOTES

- #5 REBAR AND CAP TO BE SET AT ALL REAR CORNERS.
- MU&DE STANDS FOR MUNICIPAL UTILITY AND DRAINAGE EASEMENT, AND WILL ALSO SERVE AS A PUBLIC UTILITY EASEMENT.

SITE TABULATIONS

• TOTAL # OF LOTS:	31 LOTS
• TOTAL ACREAGE:	6.28 ACRES
• TOTAL ACREAGE IN LOTS:	4.76 ACRES
• TOTAL R.O.W. ACREAGE:	1.51 ACRES OR 65,776 SQFT.
• TOTAL PARCEL ACREAGE:	0 ACRES
• AVERAGE LOT SIZE:	0.15 ACRES OR 6,534 SQFT.
• LARGEST LOT SIZE:	0.21 ACRES
• SMALLEST LOT SIZE:	0.13 ACRES
• OVERALL DENSITY:	4.93 UNITS/ACRE
• TOTAL PAVED AREA:	0.85 ACRES OR 36,125 SQFT.

DOMINION ENERGY UTAH:
QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THE APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 7 DAY OF September A.D. 2023

By: Heather B. Smith

Title: pre-construction rev 11

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 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 Trench

Wayne Clifford 8/31/2023
DATE

OWNER/DEVELOPER
R5 Development, LLC
2479 Field Rose Drive
Salt Lake City, Utah 84121

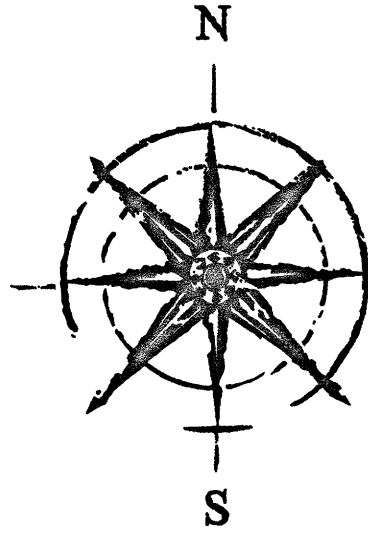
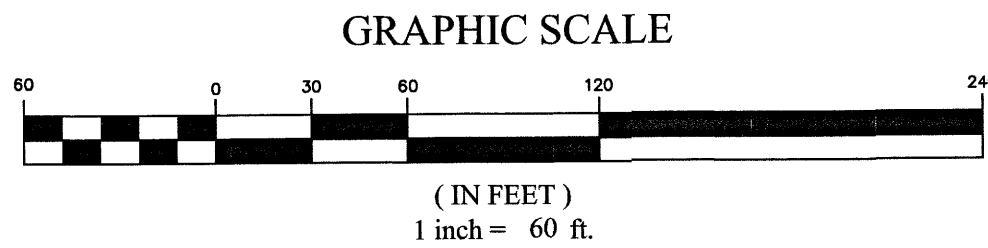
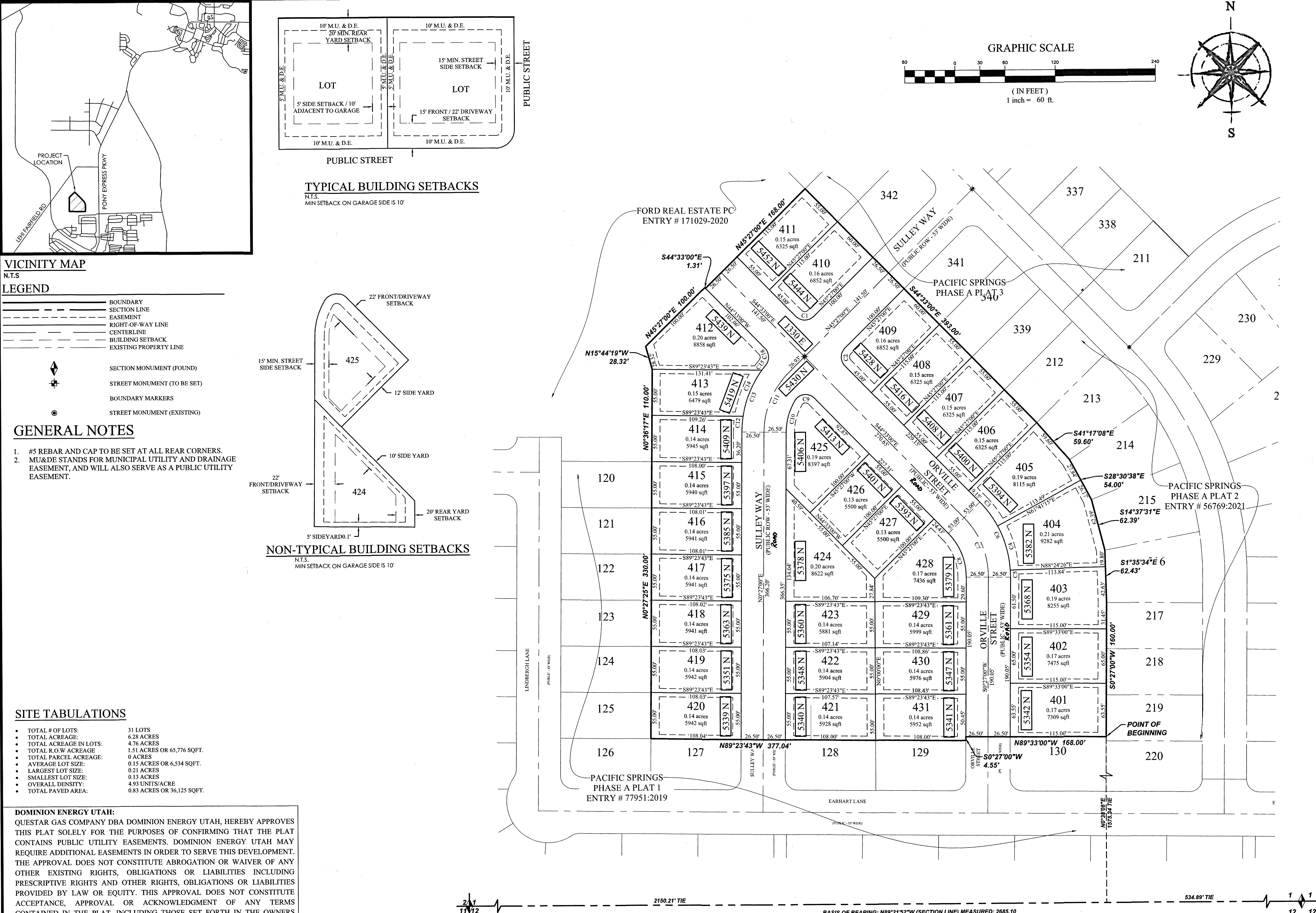
ROCKY MOUNTAIN POWER

- 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 § 10-9a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under

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

Del E. Hughes 8/31/2023
DATE
ROCKY MOUNTAIN POWER

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	90°00'00"	23.56	S89°33'00"E	21.21
C2	15.00	90°00'00"	23.56	S90°27'00"W	21.21
C3	126.50	16°14'15"	35.85	S36°25'53"E	35.73
C4	126.50	24°54'40"	55.00	S15°51'25"E	54.57
C5	126.50	3°51'05"	8.50	S01°28'33"E	8.50
C6	126.50	45°00'00"	99.35	N22°03'00"W	96.82
C7	100.00	45°00'00"	78.54	N22°03'00"W	76.54
C8	73.50	45°00'00"	57.73	N22°03'00"W	56.25
C9	15.00	104°25'17"	27.34	S83°14'21"W	23.71
C10	73.50	30°34'43"	39.23	S15°44'21"W	38.76
C11	100.00	45°00'00"	78.54	S22°57'00"W	76.54
C12	126.50	8°32'36"	18.86	N04°43'18"E	18.84
C13	126.50	39°05'24"	86.30	S19°59'42"W	84.64
C14	126.50	27°06'32"	59.85	N22°32'52"E	59.30
C15	126.50	3°26'16"	7.59	N37°49'16"E	7.59
C16	15.00	84°05'24"	22.01	N02°30'18"W	20.09



SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, 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.

Justin Lundberg
Professional Land Surveyor
License No. 12554439

08/30/23

Date

BOUNDARY DESCRIPTION

A portion of the NE1/4 of the SW1/4 of Section 1, Township 6 South, Range 2 west, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:
Beginning at the northeasterly corner of Lot 130, PACIFIC SPRINGS PHASE A PLAT 1, according to the official plat thereof recorded August 15, 2019 as Entry No. 77951:2019 in the office of the Utah County Recorder, located N89°21'52"W 534.89 feet along the Section line and N0°38'08"E 1575.34 feet from the South 1/4 Corner of Section 1, T6S, R2W, SLB&M (Basis of Bearing: N89°21'52"W along section line between the South 1/4 Corner and the Southwest Corner of said Section 1); thence along said plat the following four (4) courses: (1) N89°33'00"W 168.00 feet; (2) thence S00°27'00"W 4.55 feet; (3) thence N89°23'43"W 377.04 feet; (4) thence N00°27'25"E 330.00 feet; thence N00°36'17"E 110.00 feet; thence N15°44'19"W 28.32 feet; thence N45°27'00"E 100.00 feet; thence S44°33'00"E 1.31 feet; thence N45°27'00"E 168.00 feet to the south common corner of Lots 343 & 344, PACIFIC SPRINGS PHASE A PLAT 3; thence along said plat S44°33'00"E 393.00 feet to the southwest common corner of Lots 212 & 213, PACIFIC SPRINGS PHASE A PLAT 2, according to the official plat thereof recorded March 29, 2021 as Entry No. 56769:2021 in the office of the Utah County Recorder; thence along said plat the following five (5) courses: (1) S41°17'08"E 59.60 feet; (2) thence S28°30'38"E 54.00 feet; (3) thence S14°37'31"E 62.39 feet; (4) thence S01°35'34"E 62.43 feet; (5) thence S00°27'00"W 160.00 feet to the point of beginning.

Contains: 6.28 acres+/-, 31 Lots

OWNER'S DEDICATION

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

OWNER(S):

PRINTED NAME OF OWNER

Al Rafati, mgr.
for RS Development, LLC

AUTHORIZED SIGNATURE(S)

Al Rafati
9/5/23

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Salt Lake

ON THE 5th DAY OF September, A.D. 2023, I, Justin Lundberg, SURVEYOR, IN SAID STATE OF UTAH, Salt Lake, COUNTY, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED, TO ME THAT HE/SHE IS THE MANAGER OF RS Development, LLC, A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: 12-30-2024
SHEILA ALLED
Comm. #714801
My Commission Expires: 12/30/24

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN SALT LAKE COUNTY
SHEILA ALLED
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 14 DAY OF January, 2024

Justin Lundberg
APPROVED BY MAYOR

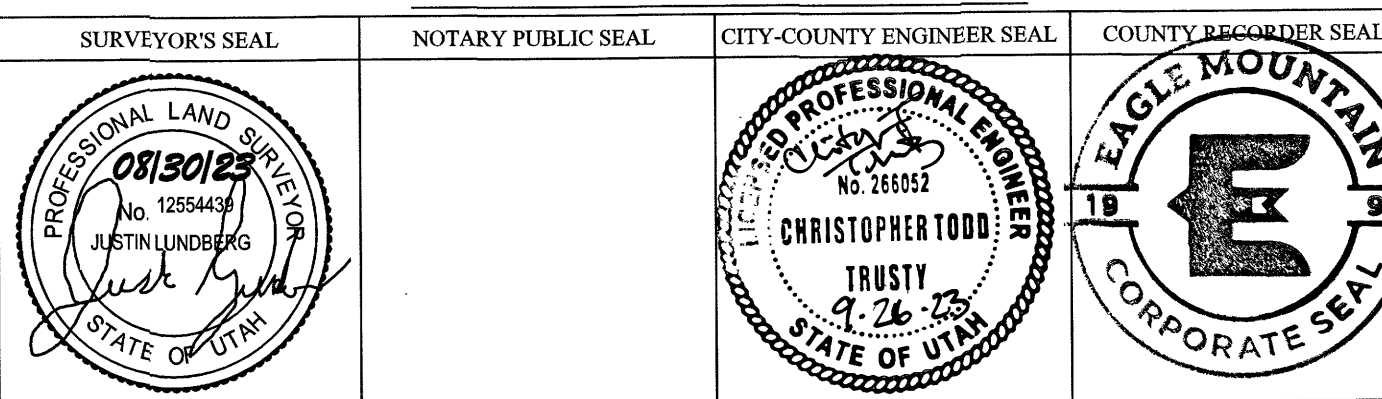
Justin Lundberg
APPROVED BY CITY ATTORNEY

Justin Lundberg
APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

Justin Lundberg
ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

PACIFIC SPRINGS
PHASE A PLAT 4

SUBDIVISION
LOCATED IN THE SW 1/4 OF SECTION 1, T6S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



19083



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Wednesday, April 24, 2024

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

SUBJECT: Silverlake plat 30 sewer main fix out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Silverlake plat 30 Bond
Sewer Main Repair

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

1st Bond Release	
Original Bond Amount:	\$ 11,000.00
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 11,000.00
Amount Remaining in Bond:	\$ -

Bond Releases Summary	
#1	\$ 11,000.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 11,000.00

4/24/2024

						QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SEWER									
a	Sewer main and asphalt repair	1	LS	\$10,000.00	\$10,000.00	0	1	100%	\$11,000.00	\$11,000.00
TOTAL CONSTRUCTION COST					\$10,000.00					
10% Bond Coverage					\$1,000.00					
TOTAL BOND AMOUNT:					\$11,000.00	Released this Period			\$11,000.00	

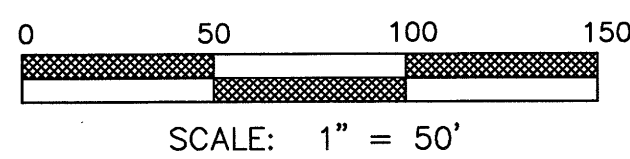

Christopher T. Trusty P.E.
Engineering Director

4/24/24
Date


Robert Ballif
Engineering Tech. II

4/24/24
Date

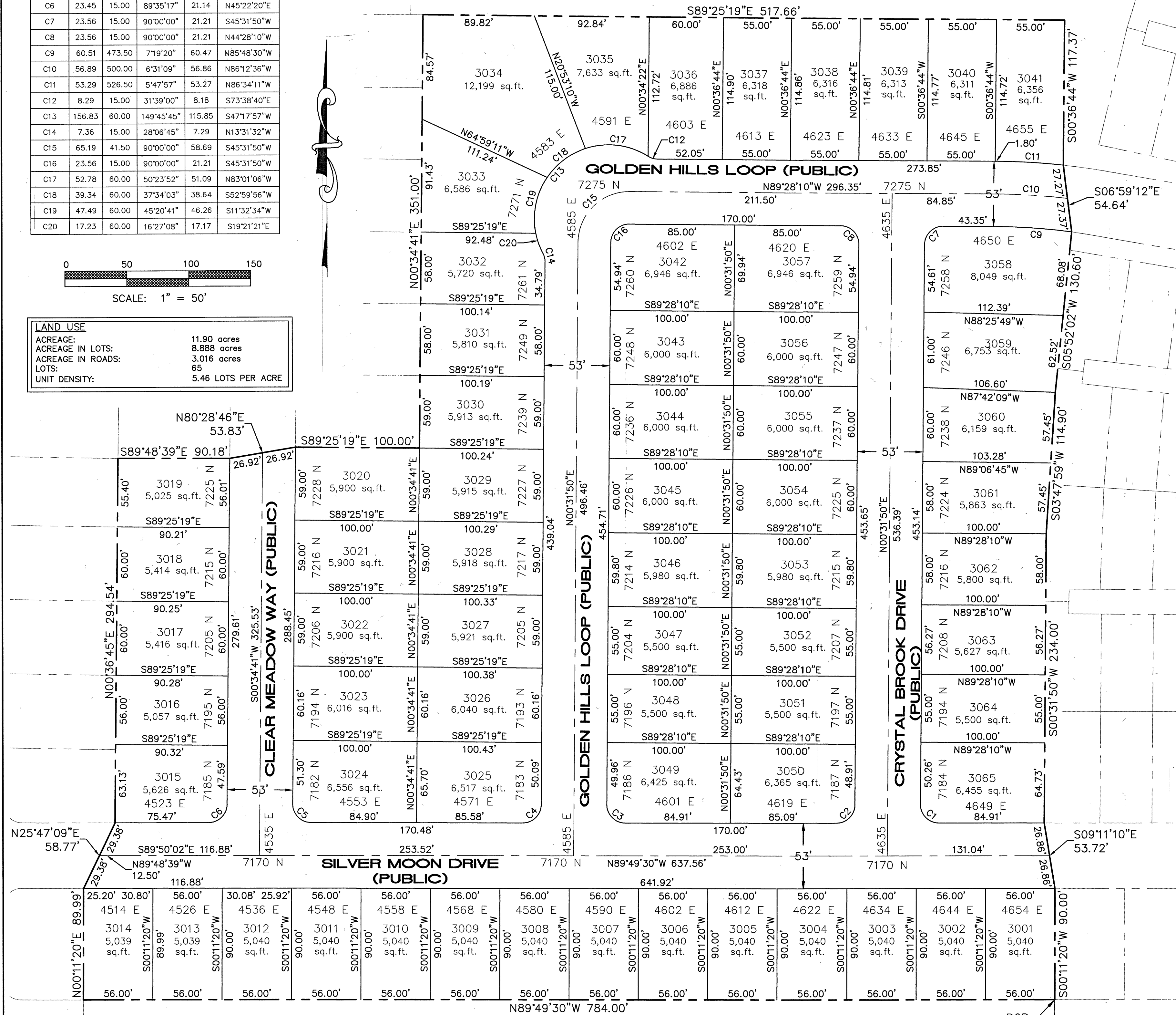
Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.66	15.00	90°21'20"	21.28	S44°38'50"E
C2	23.47	15.00	89°38'40"	21.15	N45°21'10"E
C3	23.66	15.00	90°21'20"	21.28	S44°38'50"E
C4	23.47	15.00	89°38'40"	21.15	N45°21'10"E
C5	23.67	15.00	90°24'11"	21.29	S44°37'24"E
C6	23.45	15.00	89°35'17"	21.14	N45°22'20"E
C7	23.56	15.00	90°00'00"	21.21	S45°31'50"W
C8	23.56	15.00	90°00'00"	21.21	N44°28'10"W
C9	60.51	473.50	7°19'20"	60.47	N85°48'30"W
C10	56.89	500.00	6°31'09"	56.86	N86°12'36"W
C11	53.29	526.50	5°47'57"	53.27	N86°34'11"W
C12	8.29	15.00	31°39'00"	8.18	S73°38'40"E
C13	156.83	60.00	149°45'45"	115.85	S47°17'57"W
C14	7.36	15.00	28°06'45"	7.29	N13°31'32"W
C15	65.19	41.50	90°00'00"	58.69	S45°31'50"W
C16	23.56	15.00	90°00'00"	21.21	S45°31'50"W
C17	52.78	60.00	50°23'52"	51.09	N83°01'06"W
C18	39.34	60.00	37°34'03"	38.64	S52°59'56"W
C19	47.49	60.00	45°20'41"	46.26	S11°32'34"W
C20	17.23	60.00	16°27'08"	17.17	S19°21'21"E



LAND USE	
ACREAGE:	11.90 acres
ACREAGE IN LOTS:	8.888 acres
ACREAGE IN ROADS:	3.016 acres
LOTS:	65
UNIT DENSITY:	54.6 LOTS PER ACRE

SILVERLAKE PLAT "30"

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

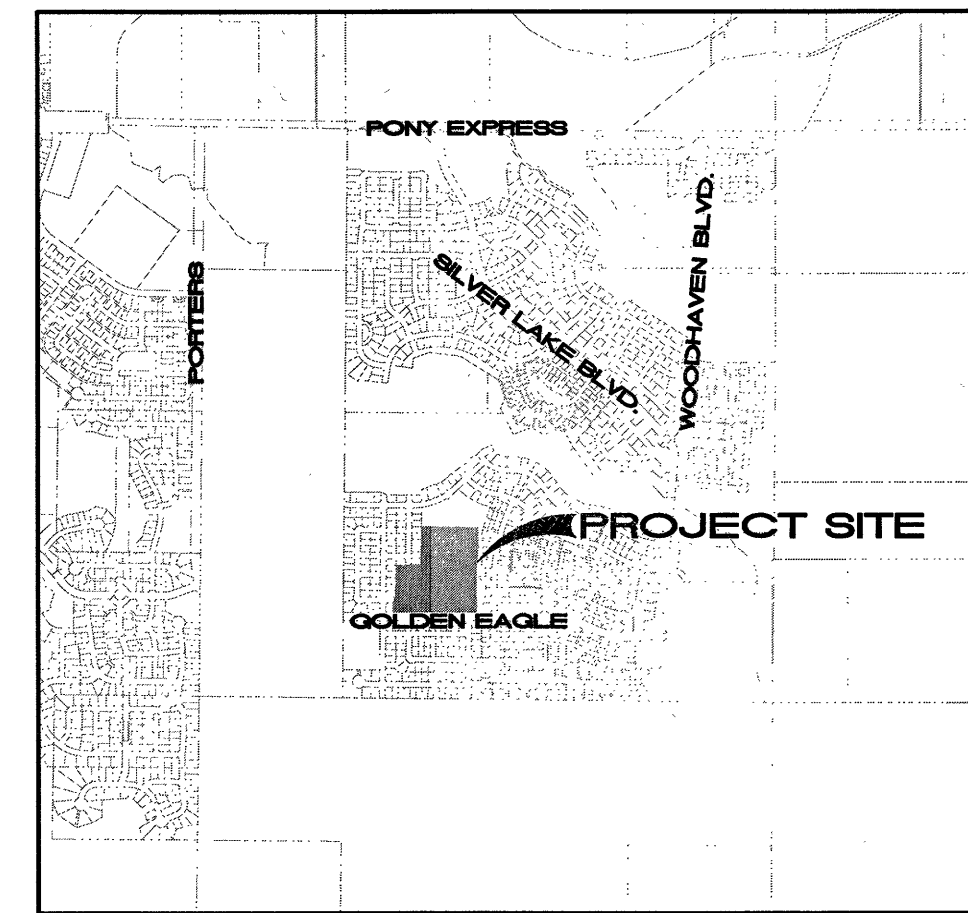


GOLDEN EAGLE RD

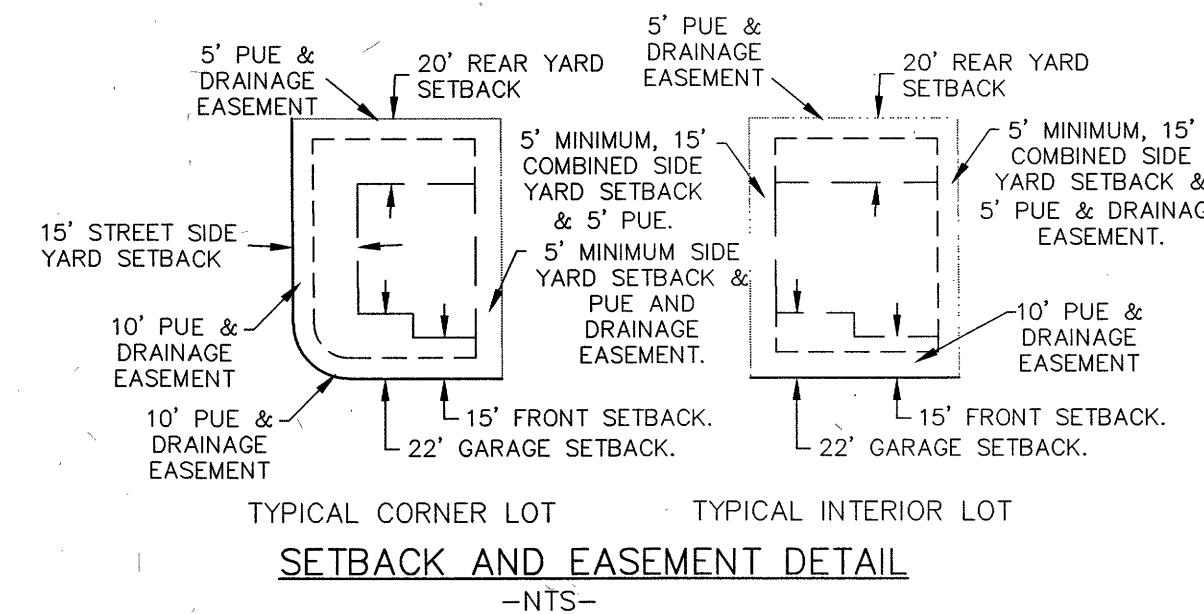
FOUND UTAH COUNTY BRASS CAP 2009
SOUTHWEST CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

FOUND UTAH COUNTY BRASS CAP 1959
SOUTH QUARTER CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

SECTION LINE N 89°16'37" W 2649.07'



VICINITY MAP
NTS



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

Approved this 16 day of May, 2021 Dominion Gas Company
By: Pamela Elledge Title: President

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

- (1). A recorded easement of right of way
- (2). The law applicable to prescriptive rights
- (3). Title 54, Chapter 8a, Damage to Underground Utility Facilities
- (4). Any other provision of law

Del Edwards 5/17/21
ROCKY MOUNTAIN POWER DATE

DIRECT COMMUNICATIONS APPROVAL
Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1 Tariff.
Marissa Ruffalo 5/17/2021
DIRECT COMMUNICATIONS DATE

NOTES:
1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMM CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
3-COLLECTOR ROAD FENCING REQUIRED ALONG GOLDEN EAGLE PER AGREEMENT.

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LANE, UTAH 84063 (801) 788-4444

SURVEYOR'S CERTIFICATE

I, TRAVIS TRANE, do hereby certify that I am a Professional Land Surveyor, and that I hold Licence No. 5152741, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as SILVERLAKE PLAT "30" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°16'37" West 74.93 feet along the section line and North 799.60 feet from the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°49'30" West 784.00 feet; thence North 00°11'20" East 89.99 feet; thence North 25°47'09" East 58.77 feet; thence North 00°36'45" East 294.54 feet; thence South 89°48'39" East 90.18 feet; thence North 80°28'46" East 53.83 feet; thence South 89°25'19" East 100.00 feet; thence North 00°34'41" East 351.00 feet; thence South 89°25'19" East 517.66 feet; thence South 00°36'44" West 117.37 feet; thence South 06°59'12" East 54.64 feet; thence South 05°52'02" West 130.60 feet; thence South 03°47'59" West 114.90 feet; thence South 00°31'50" West 234.00 feet; thence South 09°11'10" East 53.72 feet; thence South 00°11'20" West 90.00 feet to the point of beginning.

Parcel contains: 11.90 acres

Basin of Bearing: The line between the South Quarter Corner and the Southwest Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears: North 89°16'37" West.

May 12, 2021
DATE

Travis Trane
SURVEYOR
(See Seal Below)

ENT 1977791:2021 Nov 4 10:30
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Nov 24 3:09 PM FEE 120.40 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER
Peter Evans
Nate Hutchinson
President, Rockcross Development, Inc.

AUTHORIZED SIGNATURE(S)
[Signature]
June 8, 2021

STATE OF UTAH)
COUNTY OF UTAH) S.S.
ACKNOWLEDGEMENT

On the 6 day of June, 2021, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 3/4/24
7/10/26
COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE
[Signature]
PRINTED NAME OF NOTARY

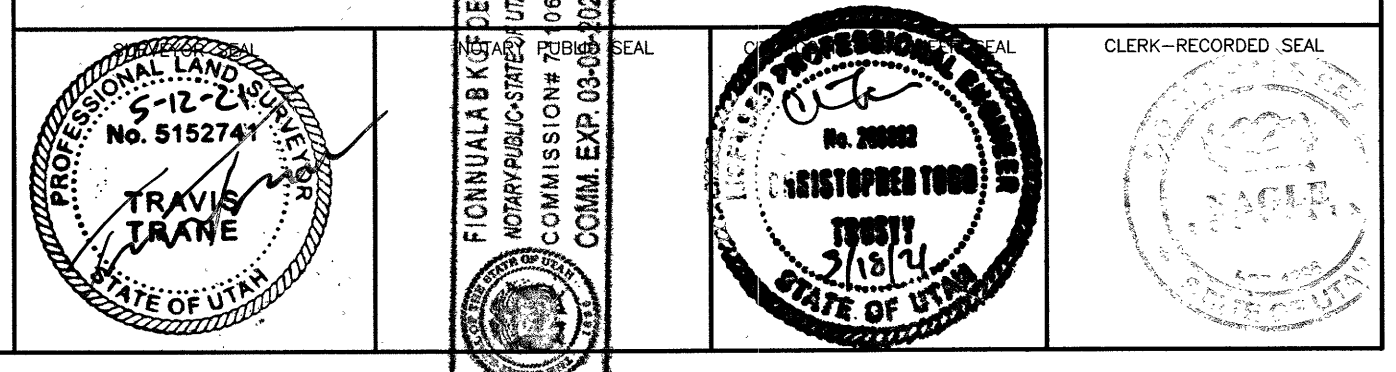
ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of streets, easements, and other parcels of land intended for public purposes for the personal use of the public this 9 day of June, 2021

APPROVED BY MAYOR [Signature] APPROVED BY CITY ATTORNEY [Signature]
APPROVED BY CITY ENGINEER [Signature] ATTEST BY CITY RECORDER [Signature]
(See Seal Below) (See Seal Below)

PLAT "30"
SILVERLAKE
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH



sec. 28, T.5S, R.1W T.030



2565 N PONY EXPRESS PKWY
EAGLE MOUNTAIN, UT 84005
EAGLEMOUNTAINCITY.ORG

ENGINEERING

Tuesday, April 30, 2024

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

SUBJECT: Oquirrh Mountain Ranch phase 'B' plat 1 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



DATE: Tuesday, April 30, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: **Oquirrh Mountain Ranch phase "B" plat 1 punch list-Updated**

A walk-thru was performed on the above Subdivision. The following were present.

Robert Ballif – EM Engineering Tech II

After performing a walk-through on Oquirrh MTN Ranch phase "B" plat 1, we have the following comments:

General Notes:

1. ~~Exit sewer video.~~
2. ~~SDMH 14 to SDMH 10 there is a crack at 73' & 114', the camera did not stop to check it out, we are wanting to check to make sure the cracks did not get worse. Send a video to Marty.~~
3. ~~Crack seal phase lines.~~

Oquirrh Ranch Parkway:

1. ~~Lot #92 sections of sidewalk to be replaced.~~
2. ~~Lot #'s 6 & 7 section of curb to be replaced.~~
3. ~~Lot #96 sections of sidewalk to be replaced.~~
4. ~~Detention pond sections of sidewalk to be replaced.~~
5. ~~Lot #2 sewer manhole fix bent step.~~
6. ~~Lot #2 sections of sidewalk to be replaced.~~
7. ~~Lot #1 sections of sidewalk to be replaced.~~
8. ~~Lot #64 sections of sidewalk to be replaced.~~
9. ~~Lot #91 sections of curb to be replaced.~~

Bald Eagle Way:

1. ~~Lot #63 sections of sidewalk to be replaced.~~
2. ~~Lot #88 at the ADA, sections of sidewalk to be replaced and replace the ADA placard.~~
3. ~~Lot #'s 60 & 61 sections of sidewalk to be replaced.~~
4. ~~Lot #61 storm drain manhole add step.~~
5. ~~Lot #62 fire hydrant not draining, fix.~~
6. ~~Lot #'s 57 & 58 sections of sidewalk to be replaced.~~
7. ~~Lot #72 undermining of sidewalk by water can, replace walk.~~
8. ~~Lot #53 tripping hazard grind down. Marked with paint.~~
9. ~~Lot #50 fire hydrant crack seal the patch.~~
10. ~~Lot #50 sections of sidewalk to be replaced.~~

Escalante Dr.:

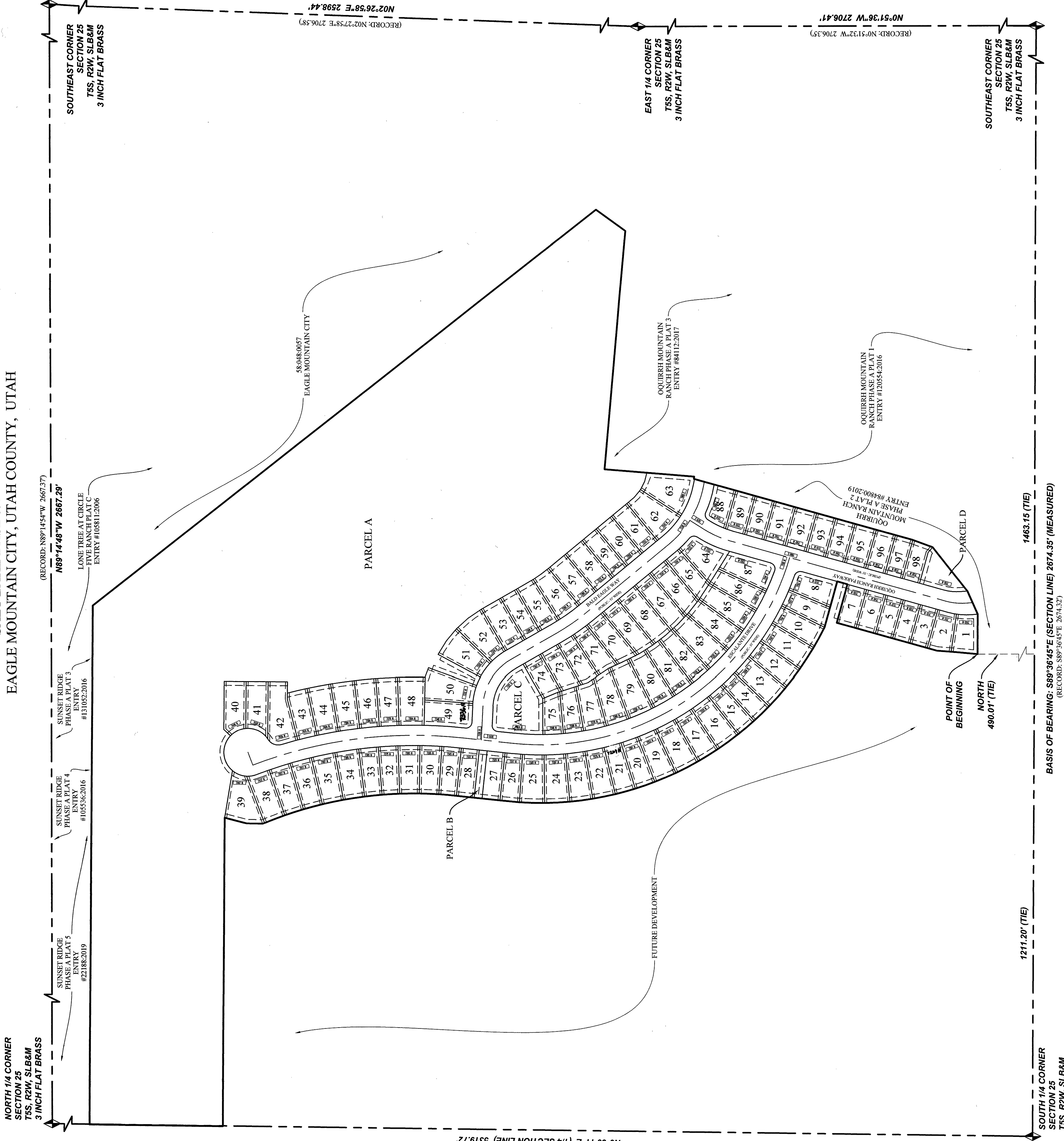
1. ~~ADA ramp at intersection of Bald Eagle sections of sidewalk to be replaced.~~
2. ~~Lot #49 sections of sidewalk to be replaced.~~
3. ~~House #7345 sections of sidewalk to be replaced.~~
4. ~~Remove the BMPs from intersection of Bald Eagle to the cul-de-sac.~~
5. ~~House #7365 sections of sidewalk to be replaced.~~
6. ~~House #7384 locate wire missing on the fire hydrant.~~
7. ~~House #7407 sections of sidewalk to be replaced.~~
8. ~~House #7417 sections of sidewalk to be replaced.~~
9. ~~House #7426 sections of sidewalk to be replaced.~~

- ~~10. House #7448 sections of sidewalk to be replaced.~~
- ~~11. Open space at the cul-de-sac sections of sidewalk to be replaced.~~
- ~~12. House #7437 sections of sidewalk to be replaced.~~
- ~~13. House #7447 sections of sidewalk to be replaced.~~
- ~~14. House #7417 sections of curb to be replaced.~~
- ~~15. House #7337 sections of sidewalk to be replaced.~~
- ~~16. House #7317 sewer manhole clean, backing up, no flow.~~
- ~~17. House #7289 sections of sidewalk to be replaced.~~
- ~~18. House #7288 sections of sidewalk to be replaced.~~
- ~~19. House #7287 sections of sidewalk to be replaced.~~
- ~~20. House #7278 sections of sidewalk to be replaced.~~
- ~~21. House #7268 sections of sidewalk to be replaced.~~
- ~~22. House #7269 sections of sidewalk to be replaced.~~
- ~~23. House #7261 sections of sidewalk to be replaced.~~
- ~~24. House #7264 sections of sidewalk to be replaced.~~
- ~~25. Lot #14 sections of sidewalk to be replaced.~~
- ~~26. Lot #84 sections of sidewalk to be replaced.~~
- ~~27. Lot #10 sections of sidewalk to be replaced.~~
- ~~28. Intersection of Oquirrh Ranch Pkwy both ADA's sections of sidewalk to be replaced. Water way spalling.~~

Please provide us with your schedule to correct the above-listed items. Once the punch list items have been verified for completion, the subdivision can be presented to the city for exit warranty.

COQUIRRH MOUNTAIN RANCH PHASE B-1

SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plant conveys to the owner(s) of _____ all right(s), title and interest in and to the _____ and _____ operators of utility facilities a public utility easement along with all the rights and duties described therein.

2. Pursuant to Utah Code Ann § 17-2-4(a)-(6)(iv)(vi) Rocky Mountain Power hereby agrees to deliver to the PUE as described in this plan and approves this plan solely for the purpose of continuing the use of said plant and its appurtenant facilities, but does not warrant their precise location, size or shape. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under

(1) A recorded easement or right-of-way
(2) The law applicable to prescriptive rights
(3) Title 54, Chapter 8A, Damage to Underground Utility Facilities, or
(4) Any other provision of law

Wendy J. Hansen 9-7-2022

ROCKY MOUNTAIN POWER DATE

DOMINION ENERGY
QUESTER CORPORATION

Dominion Energy Questar Corporation approves this plat solely for the purposes of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this existing rights. Obligations may not constitute abrogation or waiver of any other developing rights, abrogations, or liabilities provided by law or equity. This approval does not constitute a necessary approval of the plat. The plat is subject to the necessary information that must be 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 Questar Corporation's Right-of-way department at 1-800-323-5517.

Approved this 17 day of September, 2012 Dominion Energy

By: Quynh Ellengren
Title: VP-Cor

DIRECT COMMUNICATIONS
Communications Cedar Valley, LLC certifies that it will provide communications services to this subdivision utilizing the trenches proposed on the attached plat as the developer as per the Direct Communications Cedar Valley P.S.C. plat.

Jeff Madison *9/7/2012*
DIRECT COMMUNICATIONS DATE

UTAH, APPROVES THIS SUBDIVISION

 SEMENTS, AND OTHER PARCELS OF
 USE OF THE PUBLIC THIS 8 DAY

 APPROVED BY CITY ATTORNEY

 ATTEST BY CITY RECORDER

 (SEE SEAL TO THE RIGHT)


 APPROVED BY MAYOR


 APPROVED BY CITY ENGINEER
 (SEE SEAL TO THE RIGHT)

OWNER / DEVELOPER	
<u>OWNER/DEVELOPER</u>	
LGI HOMES	
NICK MASON	

COVER SHEET

SURVEYOR'S CERTIFICATE

I, Justin Lundberg do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554319 in accordance with Title 58, Chapter 2 of the Professional Engineers and Land Surveyors Act. I have reviewed the survey of the property described on this subdivision plat by authority of the owners. I have verified all measurements, and have subdivided said tract of land into lots, parcels, and streets, together with easements, to be hereafter known as Aquihum Mountain Ranch Phase 1, and the same lots, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

ENT 117112:2022 Map # 18566
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Nov 10 1:14 pm FEE 454.00 BY AR
RECORDED FOR EAGLE MOUNTAIN CITY

Date _____

Justin Landberg
Professional Land Surveyor
Certificate No. 12554439

BOUNDARY DESCRIPTION

A part of the SE 1/4 of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian, located in Eagle Mountain City, Utah County, Utah, being more particularly described as follows:

[illegible]

Area Contains: 45.94 acres +/-

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAN AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAN, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAN TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAN AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF UTAH CODE 10-9A-607, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL SUCH SPACES, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES SHOWN ON THIS PLAN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH, TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF, PURSUANT TO UTAH CODE 10-9A-604(A)(D). THE OWNER HEREBY CONVEYS PARCELS B, C & D, AS INDICATED HEREON, TO THE QUORRICH MOUNTAIN RANCH OWNER ASSOCIATION, 170 S MAIN STREET SUITE 1135, SLC, UTAH 84101

OWNER(S):

PRINTED NAME OF OWNER

Am...

OFFICER LQ/HOMES - Utah

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH

U.S. COINTEGRITY OF

COPIES OF

ON THE 21 DAY OF Aug.

UNDERSTANDING THAT PUBLIC, IN AND FOR THE COURT OF THE STATE OF UTAH, NICE MASON, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE OFFICER OF Lei Homes - Utah L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AN L.L.C. IN BEHALF OF THAT LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN EXTENDED.

MY COMMISSION EXPIRES: 05.19.2026

A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN **Salt Lake County**

ALISHA JONES

MY COMMISSION No. 724809

QOUIRRH MOUNTAIN RANCH PHASE B-1

SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,

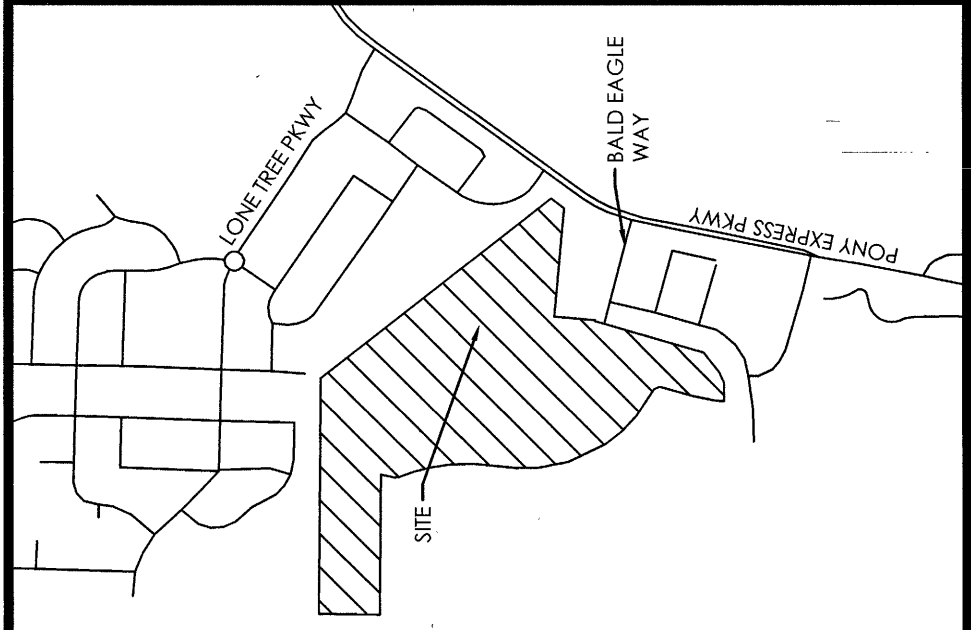
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

COUNTY RECORDER SEAL

COUNTY

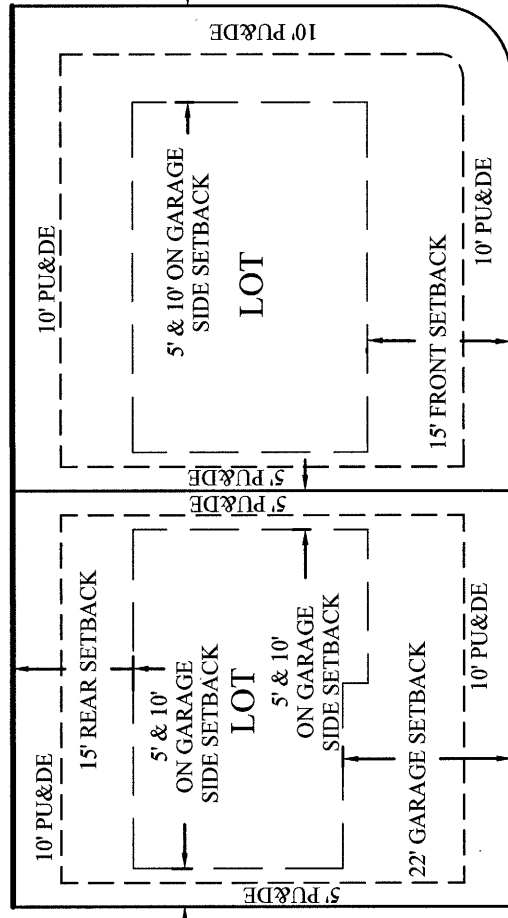


VICINITY MAP
NTS

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:
1. #5 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS, NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.



RIGHT OF WAY

TYPICAL BUILDING SETBACKS

NTS

SHEET 2 OF 5

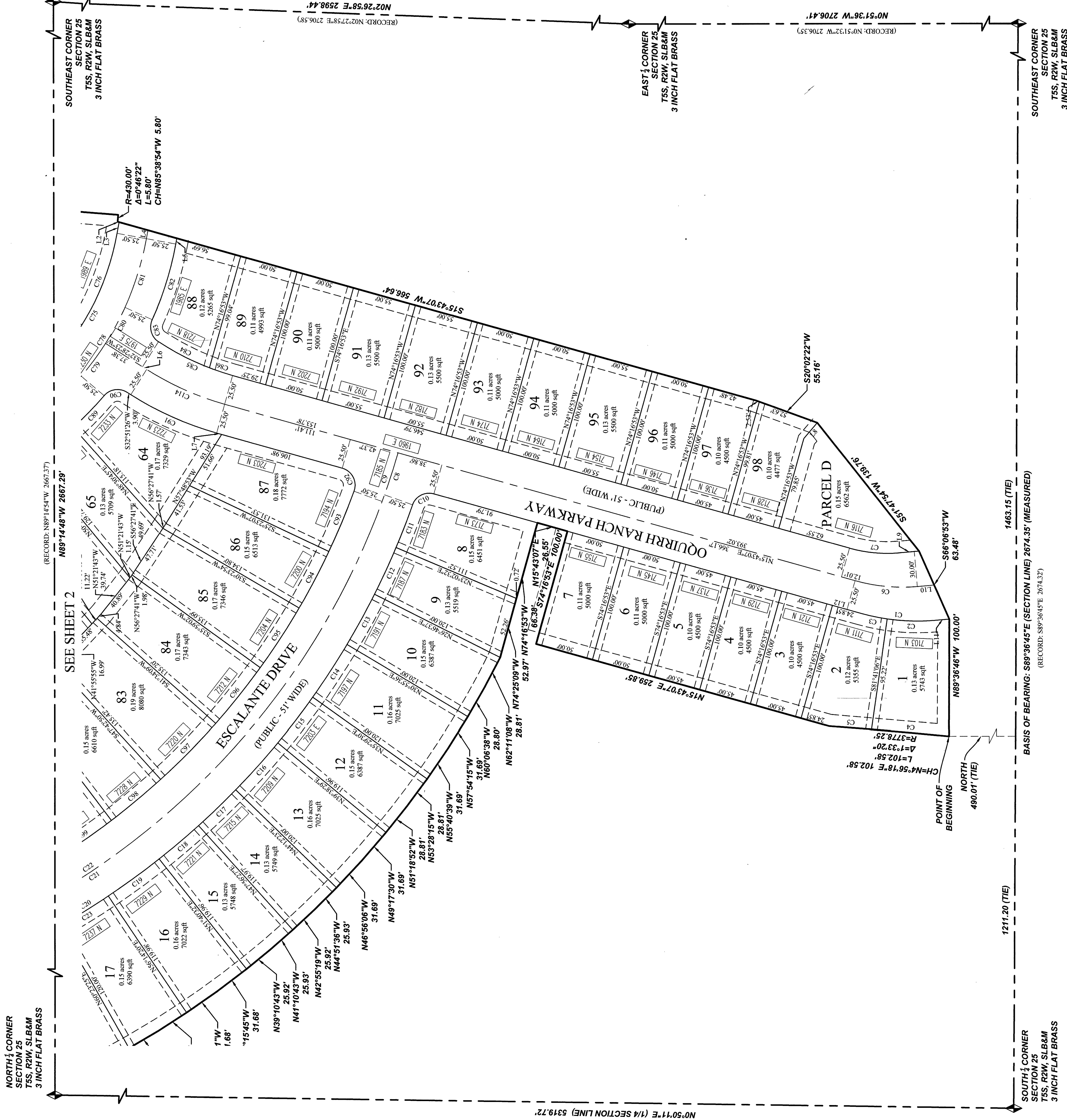
OWNER / DEVELOPER

UTAH HOMES
NICK MASON

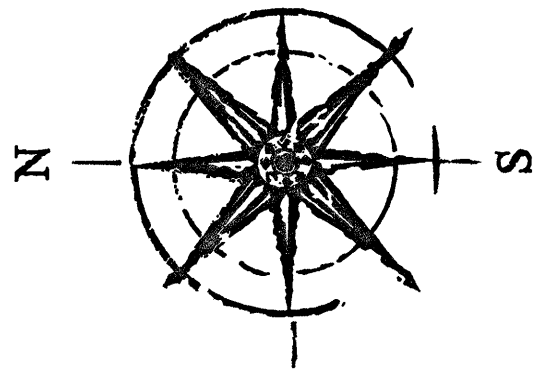
OQUIRRH MOUNTAIN RANCH PHASE B-1

SUBDIVISION

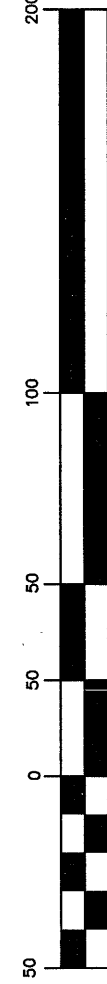
LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



Unit	Address	Unit	Address
1	7100N Oquirrh Road Parcel A	53	7161N BALD EAGLE WAY
2	7111N Oquirrh Road Parcel A	54	7162N BALD EAGLE WAY
3	7122N Oquirrh Road Parcel A	55	7163N BALD EAGLE WAY
4	7133N Oquirrh Road Parcel A	56	7164N BALD EAGLE WAY
5	7144N Oquirrh Road Parcel A	57	7165N BALD EAGLE WAY
6	7155N Oquirrh Road Parcel A	58	7166N BALD EAGLE WAY
7	7166N Oquirrh Road Parcel A	59	7167N BALD EAGLE WAY
8	7177N Oquirrh Road Parcel A	60	7168N BALD EAGLE WAY
9	7188N Oquirrh Road Parcel A	61	7169N BALD EAGLE WAY
10	7199N Oquirrh Road Parcel A	62	7170N BALD EAGLE WAY
11	7200N Oquirrh Road Parcel A	63	7171N BALD EAGLE WAY
12	7201N Oquirrh Road Parcel A	64	7172N BALD EAGLE WAY
13	7202N Oquirrh Road Parcel A	65	7173N BALD EAGLE WAY
14	7203N Oquirrh Road Parcel A	66	7174N BALD EAGLE WAY
15	7204N Oquirrh Road Parcel A	67	7175N BALD EAGLE WAY
16	7205N Oquirrh Road Parcel A	68	7176N BALD EAGLE WAY
17	7206N Oquirrh Road Parcel A	69	7177N BALD EAGLE WAY
18	7207N Oquirrh Road Parcel A	70	7178N BALD EAGLE WAY
19	7208N Oquirrh Road Parcel A	71	7179N BALD EAGLE WAY
20	7209N Oquirrh Road Parcel A	72	7180N BALD EAGLE WAY
21	7210N Oquirrh Road Parcel A	73	7181N BALD EAGLE WAY
22	7211N Oquirrh Road Parcel A	74	7182N BALD EAGLE WAY
23	7212N Oquirrh Road Parcel A	75	7183N BALD EAGLE WAY
24	7213N Oquirrh Road Parcel A	76	7184N BALD EAGLE WAY
25	7214N Oquirrh Road Parcel A	77	7185N BALD EAGLE WAY
26	7215N Oquirrh Road Parcel A	78	7186N BALD EAGLE WAY
27	7216N Oquirrh Road Parcel A	79	7187N BALD EAGLE WAY
28	7217N Oquirrh Road Parcel A	80	7188N BALD EAGLE WAY
29	7218N Oquirrh Road Parcel A	81	7189N BALD EAGLE WAY
30	7219N Oquirrh Road Parcel A	82	7190N BALD EAGLE WAY
31	7220N Oquirrh Road Parcel A	83	7191N BALD EAGLE WAY
32	7221N Oquirrh Road Parcel A	84	7192N BALD EAGLE WAY
33	7222N Oquirrh Road Parcel A	85	7193N BALD EAGLE WAY
34	7223N Oquirrh Road Parcel A	86	7194N BALD EAGLE WAY
35	7224N Oquirrh Road Parcel A	87	7195N BALD EAGLE WAY
36	7225N Oquirrh Road Parcel A	88	7196N BALD EAGLE WAY
37	7226N Oquirrh Road Parcel A	89	7197N BALD EAGLE WAY
38	7227N Oquirrh Road Parcel A	90	7198N BALD EAGLE WAY
39	7228N Oquirrh Road Parcel A	91	7199N BALD EAGLE WAY
40	7229N Oquirrh Road Parcel A	92	7200N BALD EAGLE WAY
41	7230N Oquirrh Road Parcel A	93	7201N BALD EAGLE WAY
42	7231N Oquirrh Road Parcel A	94	7202N BALD EAGLE WAY
43	7232N Oquirrh Road Parcel A	95	7203N BALD EAGLE WAY
44	7233N Oquirrh Road Parcel A	96	7204N BALD EAGLE WAY
45	7234N Oquirrh Road Parcel A	97	7205N BALD EAGLE WAY
46	7235N Oquirrh Road Parcel A	98	7206N BALD EAGLE WAY
47	7236N Oquirrh Road Parcel A	99	7207N BALD EAGLE WAY
48	7237N Oquirrh Road Parcel A	100	7208N BALD EAGLE WAY
49	7238N Oquirrh Road Parcel A		
50	7239N Oquirrh Road Parcel A		
51	7240N Oquirrh Road Parcel A		
52	7241N Oquirrh Road Parcel A		



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

OQUIRRH MOUNTAIN RANCH PHASE B-1

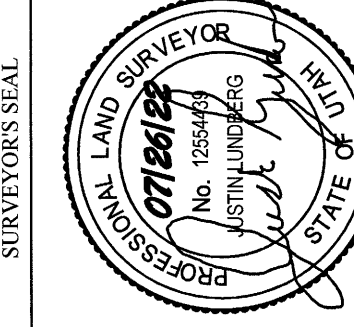
SUBDIVISION
LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

NOTARY PUBLIC SEAL

SURVEYOR'S SEAL

CITY-COUNTY ENGINEER SEAL

COUNTY RECORDER SEAL



OWNER / DEVELOPER
UTAH HOMES
NICK MASON

BY 11/11/2022 Her # 15556
ANDREA ALLEN
UTAH COUNTY RECORDER
RECORDED FOR EAGLE MOUNTAIN CITY

LEGEND

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

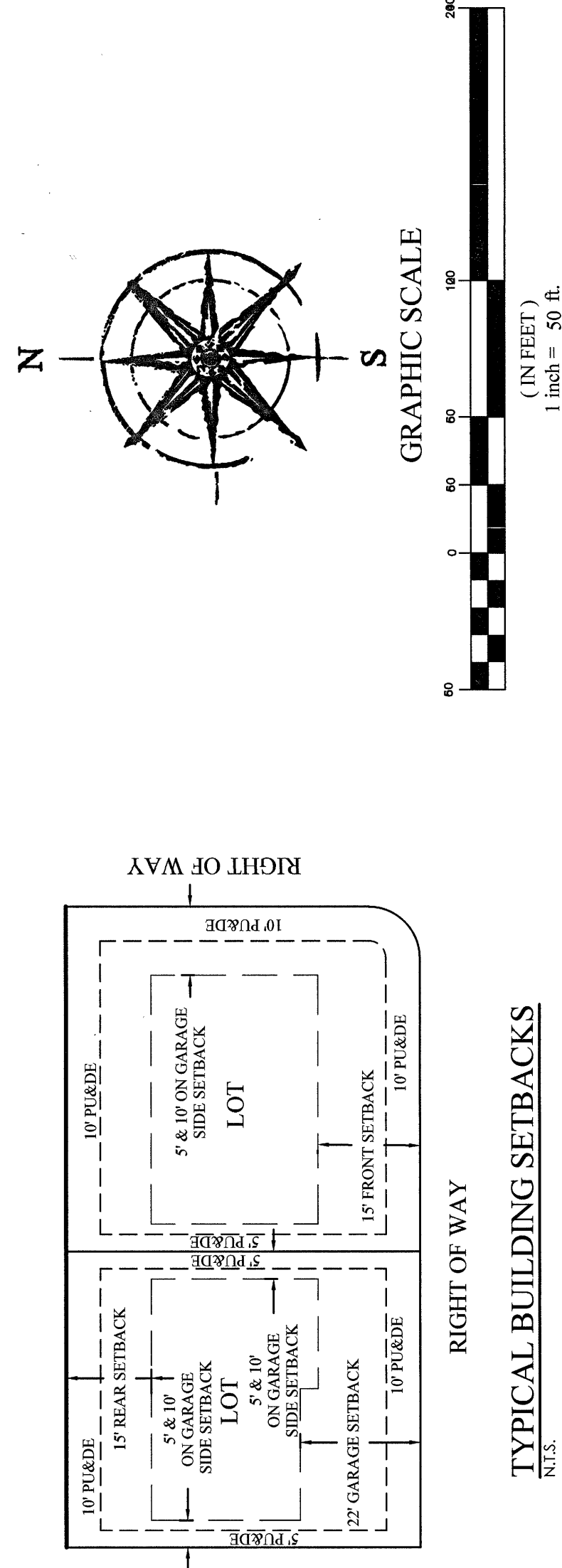
NOTES:

- #5 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS, NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.

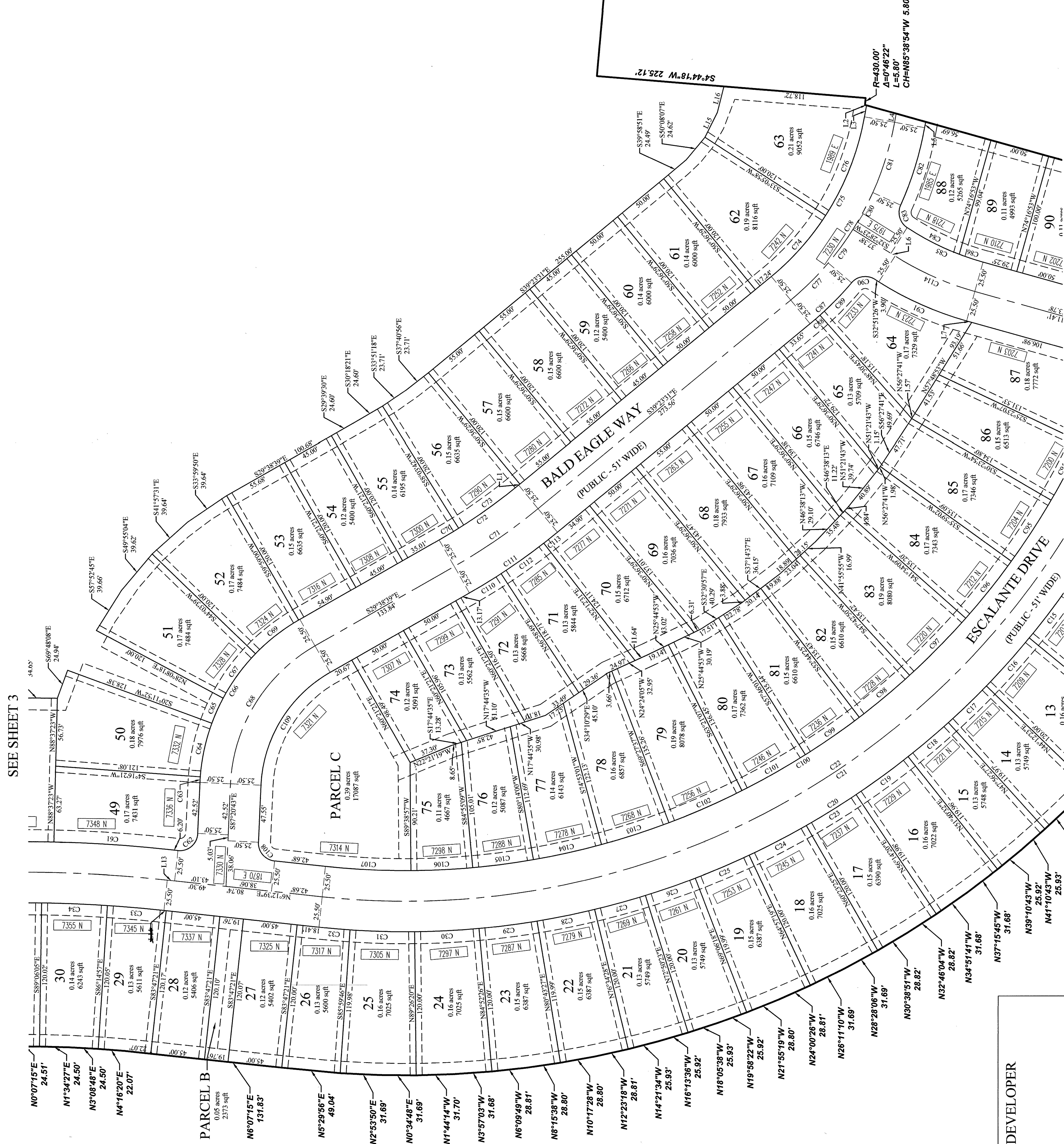
OQUIRRH MOUNTAIN RANCH PHASE B-1

SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



TYPICAL BUILDING SETBACKS
N.T.S.



OWNER / DEVELOPER

OWNER/DEVELOPER
LGT HOMES
NICK MASON

SHEET 3 OF 5

SEE SHEET 1

OQUIRRH MOUNTAIN RANCH PHASE B-1

SUBDIVISION
LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

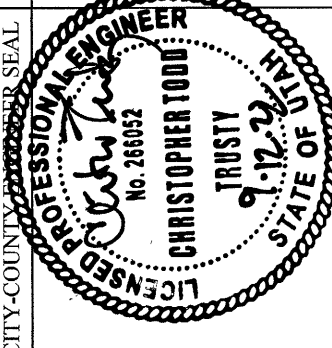
SURVEYORS SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY RECORDING SEAL

COUNTY RECORDER SEAL

ENT 117112:2022 Map # 18566
ANDREA ALLEN RECORDER
2022 Nov 10 1:14 PM FEE \$44.00 BY #6
RECORDED FOR EAGLE MOUNTAIN CITY



LEGEND

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

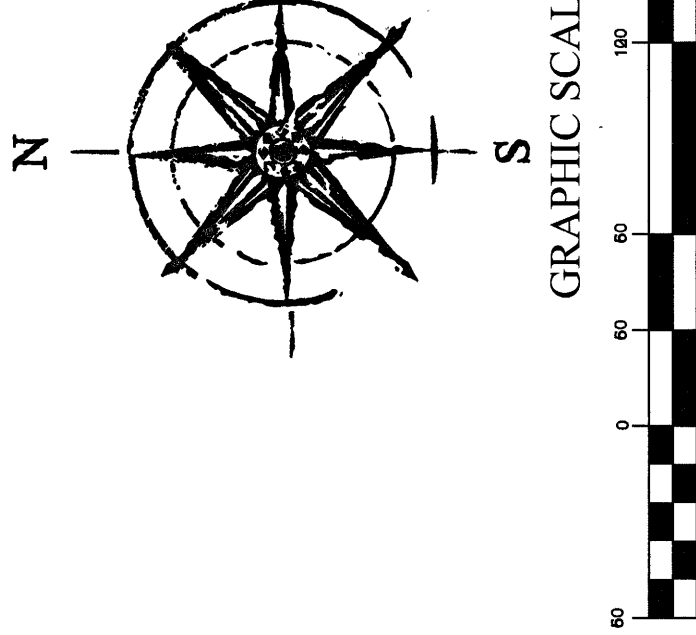
NOTES:
1. REBAR & CAP/FOCUS ENG TO BE SET AT ALL LOT CORNERS NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.

SEE SHEET 4

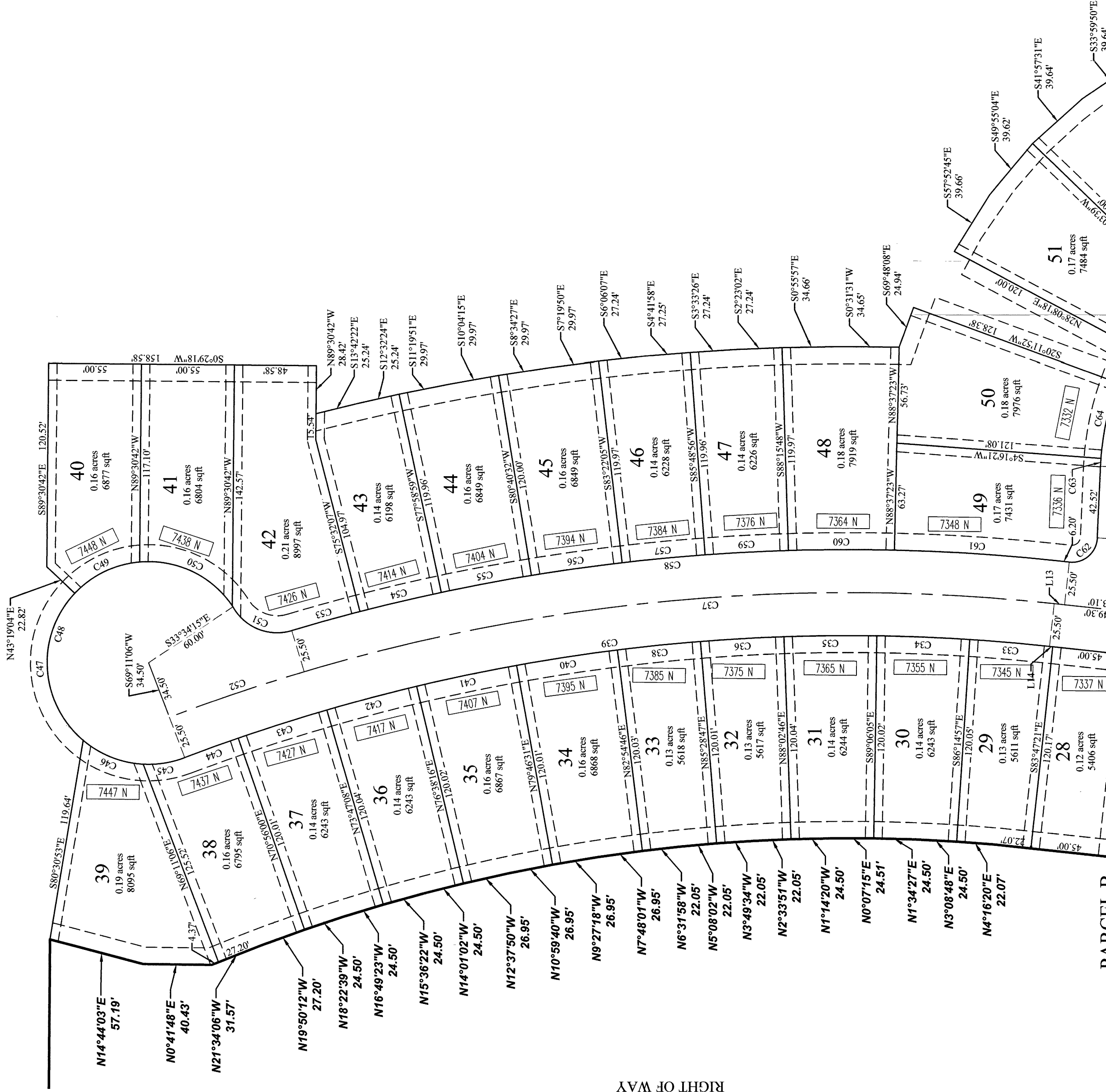
OQUIRRH MOUNTAIN RANCH PHASE B-1

SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



S1°22'34"W 0.28'
S89°32'40"E 728.36'



PARCEL A
7.26 acres
16,044 sq ft

TYPICAL BUILDING SETBACKS

N.T.S.

SHEET 4 OF 5

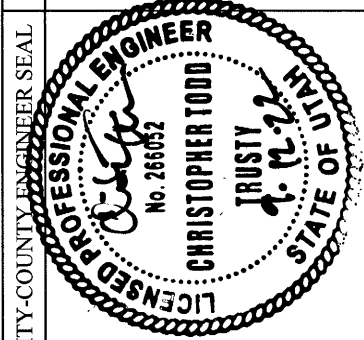
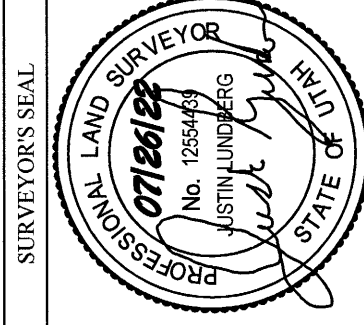
OWNER / DEVELOPER

OWNER/DEVELOPER
LGT HOMES
NICK MASON

OQUIRRH MOUNTAIN RANCH PHASE B-1

SUBDIVISION

LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
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EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



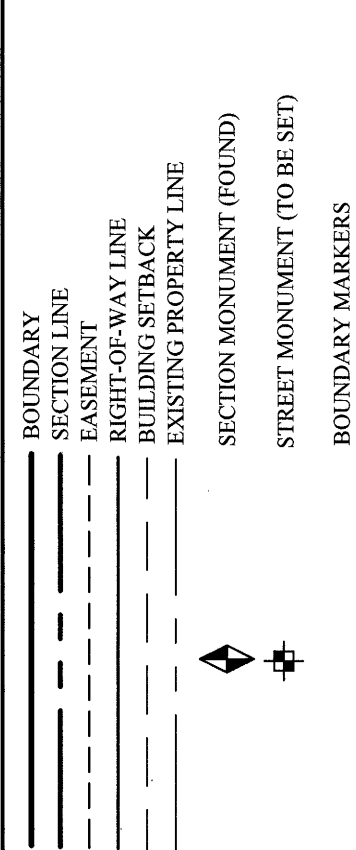
CITY-COUNTY ENGINEER SEAL

NOTARY PUBLIC SEAL

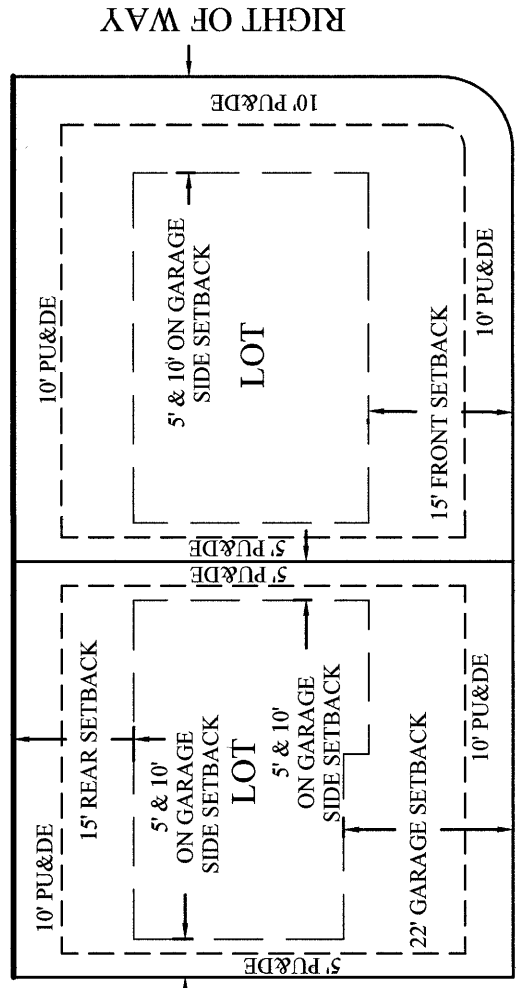
SURVEYORS SEAL

UT 117112/2022 No. # 13566
ANDREA ALLEN
UTAH COUNTY RECORDER
RECORDED FOR EAGLE MOUNTAIN CITY

LEGEND



NOTES:
1. REBAR & CAP (FOCUS ENG.) TO BE SET AT ALL LOT CORNERS, NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.



TYPICAL BUILDING SETBACKS

N.T.S.

Line Table		
LINE	DIRECTION	LENGTH
L1	S39°28'17"E	132
L2	S16°43'01"W	125
L3	N79°40'34"W	97.8
L4	S79°40'34"E	7.37
L5	S79°40'34"E	4.96
L6	S32°28'33"W	4.18
L7	S15°43'07"W	4.43
L8	N49°12'31"W	17.66
L9	N04°48'52"W	16.87
L10	N04°48'52"W	14.41
L11	S15°43'07"W	11.96
L12	S15°43'07"W	12.83
L13	N06°12'39"E	6.20
L14	S09°42'39"W	7.88
L15	S65°15'06"E	23.12
L16	S75°33'34"E	22.44

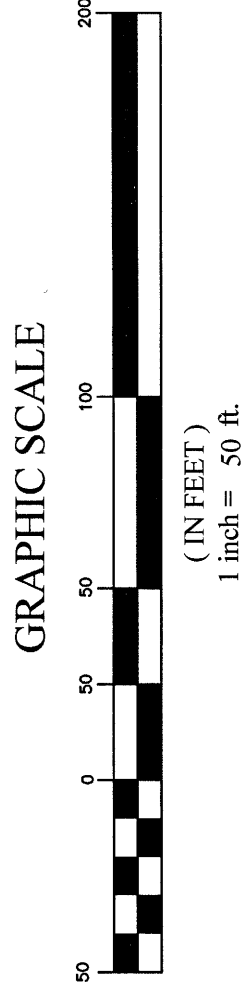
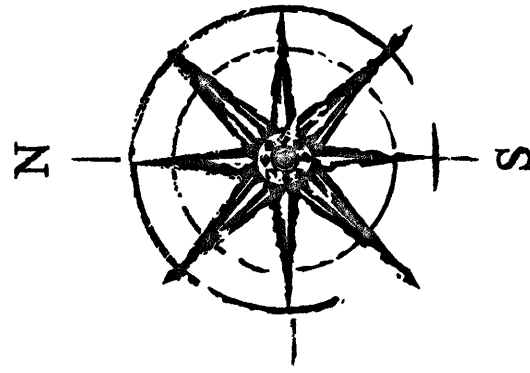
SHEET 5 OF 5

OWNER / DEVELOPER

OWNER/DEVELOPER
LGI HOMES
NICK MASON

OQUIRRH MOUNTAIN RANCH PHASE B-1
SUBDIVISION

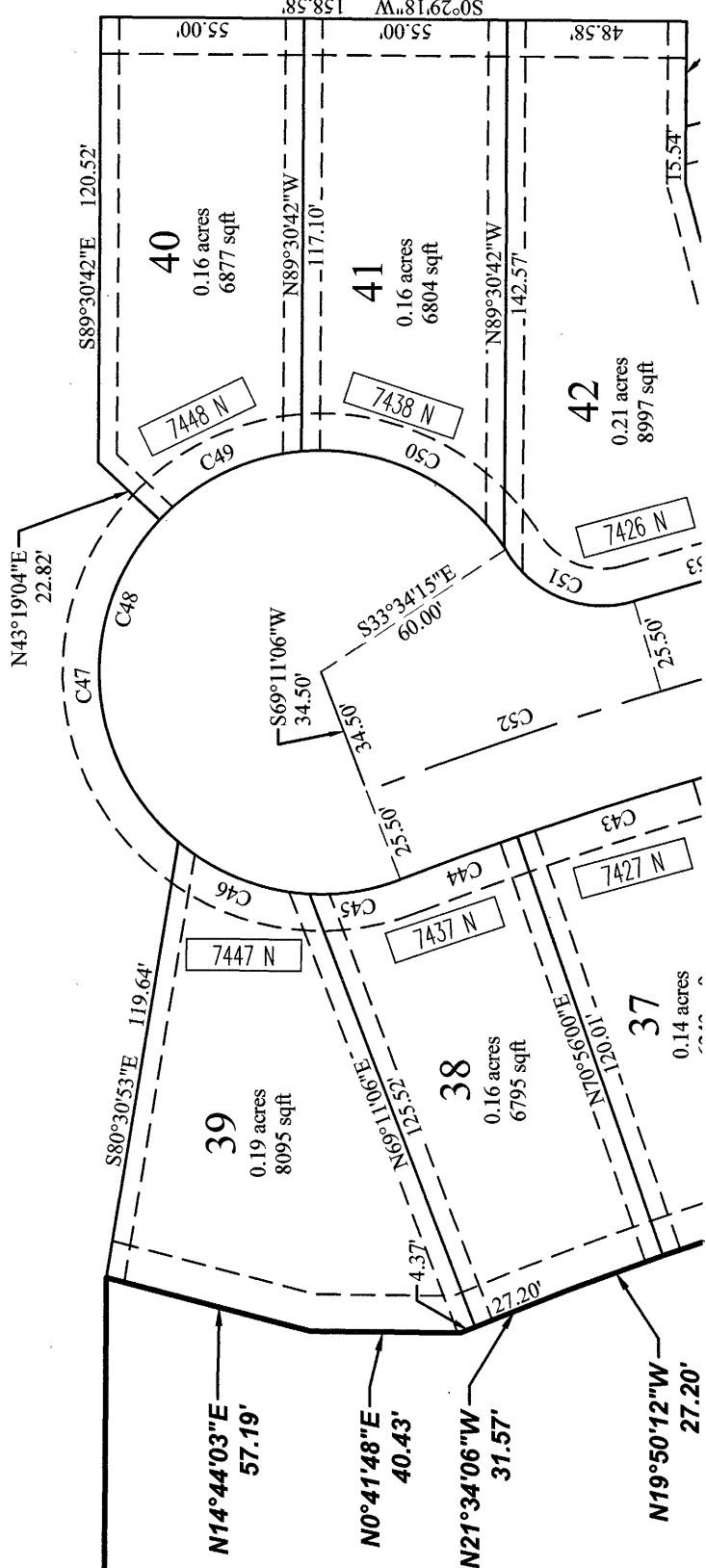
LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



S89°31'44"E 1163.26'

S122°34'W 0.28'
S89°32'40"E 126.36'

N0°50'11"E 333.65'



SEE SHEET 3

N89°31'11"W 771.87'

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH
C1	180.00	20°15'59"	64.51	505°7'06"W
C2	180.00	13°07'45"	41.25	S01°43'01"W
C3	180.00	7°24'14"	23.26	S12°01'00"W
C4	3783.65	1°00'21"	66.42	N05°12'45"E
C5	3776.25	0°32'54"	36.16	N04°26'05"E
C6	150.00	20°31'59"	53.76	N05°27'08"E
C7	120.00	20°31'59"	43.00	N05°27'08"E
C8	650.00	3°19'26"	37.71	N71°50'16"W
C9	650.00	3°51'26"	43.76	N71°40'16"W
C10	15.00	85°59'40"	22.51	S27°16'43"E
C11	675.50	3°19'05"	39.12	S68°37'01"E
C12	675.50	3°44'02"	44.03	S65°05'26"E
C13	675.50	4°08'59"	48.92	S61°08'54"E
C14	675.50	4°33'54"	53.82	S56°47'27"E
C15	675.50	4°08'59"	48.92	S52°26'01"E
C16	675.50	4°33'54"	53.82	S48°04'34"E
C17	675.50	3°44'02"	44.03	S43°55'55"E
C18	675.50	3°44'05"	44.03	S40°11'39"E
C19	675.50	4°33'48"	53.80	S36°02'44"E
C20	675.50	76°29'12"	901.75	S32°01'57"E
C21	650.00	76°29'12"	867.71	N32°01'57"W
C22	650.00	75°27'12"	861.66	N31°45'57"W
C23	675.50	4°09'05"	48.94	S31°41'07"E
C24	675.50	4°33'54"	53.82	S27°19'38"E
C25	675.50	4°08'59"	48.92	S22°38'11"E
C26	675.50	3°44'05"	44.03	S19°01'40"E
C27	675.50	3°44'05"	44.03	S15°17'35"E
C28	675.50	4°08'59"	48.92	S11°21'03"E
C29	675.50	4°08'59"	48.92	S07°12'04"E
C30	675.50	4°33'54"	53.82	S02°50'77"E
C31	675.50	4°33'54"	53.82	S01°43'17"W
C32	675.50	21°22'5"	26.02	S05°09'26"W
C33	1104.50	2°33'26"	49.30	S05°01'46"W
C34	1104.50	2°33'08"	54.98	S02°19'29"W
C35	1104.50	2°51'09"	54.99	S00°31'39"E
C36	1104.50	2°33'59"	49.47	S03°14'13"E
C37	1130.00	2°30'13"	53.01	N07°18'08"W
C38	1104.50	2°34'01"	49.48	S05°48'13"E
C39	1104.50	2°30'13"	520.99	N07°18'08"W
C40	1104.50	3°08'15"	60.48	S08°39'27"E

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH
C41	1104.50	3°08'15"	60.48	S14°47'37"E
C42	1104.50	2°31'08"	54.98	S14°47'18"E
C43	1104.50	2°31'08"	54.98	S14°38'26"E
C44	1104.50	1°44'55"	33.71	S19°56'28"E
C45	60.00	23°56'28"	25.07	S08°50'42"E
C46	60.00	37°05'57"	38.85	S21°40'29"W
C47	60.00	93°05'56"	97.49	N86°46'16"E
C48	60.00	257°14'40"	269.39	N27°11'55"W
C49	60.00	41°40'57"	43.65	N25°50'28"W
C50	60.00	60°40'33"	63.54	N25°20'18"E
C51	29.95	78°49'22"	41.21	N25°45'02"E
C52	1130.00	4°16'07"	84.19	N18°40'52"W
C53	1155.50	2°05'15"	42.10	N15°30'20"W
C54	1155.50	2°26'52"	49.36	N15°14'27"W
C55	1155.50	2°41'32"	54.30	N10°40'15"W
C56	1155.50	2°41'32"	54.30	N07°38'42"W
C57	1155.50	2°26'52"	49.36	N05°24'29"W
C58	1155.94	23°03'22"	465.16	N05°00'58"W
C59	1155.50	2°26'52"	49.36	N02°57'38"W
C60	1155.50	3°06'49"	62.79	N09°10'47"W
C61	1155.50	4°50'02"	97.49	N05°47'38"E
C62	15.00	93°33'22"	24.49	N46°34'02"W
C63	165.50	1°37'04"	4.67	N46°32'11"W
C64	165.50	7°49'25"	22.94	S65°49'55"E
C65	165.50	15°55'52"	46.00	N77°45'53"W
C66	165.50	37°42'04"	166.67	N58°29'41"W
C67	165.50	15°55'52"	45.99	N55°54'02"W
C68	140.00	57°42'34"	140.99	S58°29'41"E
C69	165.50	15°55'51"	45.99	N37°58'40"W
C70	474.50	2°17'59"	19.00	S36°47'28"W
C71	500.00	9°44'52"	83.06	S34°31'05"E
C72	474.50	9°44'52"	80.73	N34°31'05"W
C73	474.50	7°26'46"	63.05	N35°44'41"W
C74	224.50	17°30'32"	68.60	N35°44'41"W
C75	224.50	40°17'03"	157.84	S59°32'02"W
C76	224.50	22°46'51"	89.24	N46°17'18"W
C77	250.00	10°07'55"	44.18	S44°27'18"E
C78	250.00	40°17'03"	175.77	S59°32'02"E
C79	250.00	8°00'22"	34.94	S53°31'22"E
C80	250.00	8°01'16"	35.00	S61°32'16"E

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C81	250.00	14°07'40"	61.64	S72°26'44"E
C82	275.50	14°07'40"	67.93	S72°26'44"E
C83	15.00	80°54'39"	21.18	N72°59'47"E
C84	224.50	12°31'06"	49.05	N27°10'54"E
C85	224.50	17°49'20"	69.83	N24°33'47"E
C86	224.50	5°18'14"	20.78	N18°22'14"E
C87	275.50	10°07'35"	48.69	S44°27'18"E
C88	275.50	2°14'18"	10.76	S40°30'39"E
C89	275.50	7°33'18"	37.93	S45°34'27"E
C90	15.00	81°59'28"	21.47	S08°31'22"E
C91	275.50	16°45'16"	80.56	S24°05'45"W
C92	15.00	94°32'20"	24.75	S62°59'17"W
C93	624.50	5°07'40"	55.89	N67°10'43"W
C94	624.50	5°00'47"	54.64	N62°06'30"W
C95	624.50	5°33'08"	60.88	N59°46'32"W
C96	624.50	5°33'08"	60.88	N51°12'25"W
C97	624.50	6°08'40"	66.97	N45°21'31"W
C98	624.50	5°01'36"	54.79	N39°46'23"W
C99	624.50	5°01'36"	54.79	N34°44'47"W
C100	624.50	75°57'12"	827.86	N31°45'57"W
C101	624.50	5°35'07"	60.88	N29°26'26"W
C102	624.50	6°06'30"	66.58	N23°35'38"W
C103	624.50	5°23'24"	59.11	N17°49'41"W
C104	624.50	5°20'59"	58.31	N12°26'29"W
C105	624.50	4°41'09"	51.07	N07°25'25"W
C106	624.50	4°43'48"	51.55	N02°42'37"W
C107	624.50	6°33'42"	71.52	N02°55'48"E
C108	15.00	86°26'38"	22.63	N49°25'58"E
C109	1145.50	57°42'04"	115.31	S58°29'41"E
C110	525.50	3°22'52"	30.96	S31°19'55"E
C111	525.50	9°44'52"	89.40	S34°31'05"E
C112	525.50	4°46'48"	43.76	S35°24'20"E
C113	525.50	1°36'02"	14.68	S39°35'39"E
C114	250.00	16°45'16"	73.10	N24°05'45"E



SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY/COUNTY ENGINEER SEAL

COUNTY RECORDER SEAL

OQUIRRH MOUNTAIN RANCH PHASE B-1

SUBDIVISION
LOCATED IN THE SE 1/4 OF SECTION 25, T5S, R2W,
SALT LAKE BASE & MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

ENT 117112120222
UTAH COUNTY RECORDER
ANDREA ALLEN
RECORDED FOR EAGLE MOUNTAIN CITY



EAGLE MOUNTAIN CITY COUNCIL VISIONING CONFERENCE MEETING MINUTES

January 25 and 26, 2024
The Barn at Overland
1713 Erickson Knoll Lane, Eagle Mountain, Utah 84005

THURSDAY, JANUARY 25, 2024

ELECTED OFFICIALS PRESENT: Councilmembers Donna Burnham, Melissa Clark, Rich Wood, and Brett Wright. Councilmember Jared Gray and Mayor Tom Westmoreland were excused.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Brandon Larsen, Planning Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; David Ulibarri, Emergency Coordinator; and Dustin Blackburn, Assistant Building Official.

CITY STAFF PRESENT ELECTRONICALLY: Chris Trusty, City Engineer; and Michele Graves, Library Director.

1. MAYOR'S WELCOME AND INTRODUCTIONS

City Administrator Paul Jerome welcomed the meeting participants and called the meeting to order.

2. STRATEGIC PLANNING UPDATE

Economic Development Director Evan Berrett reviewed the structure and elements of a strategic plan vision, mission, core values, strategic goals, objectives, actions, and performance measures; how a strategic plan is used and evolves, and strategic planning influence on the budget.

Eagle Mountain's Core Values are:

- Health and Safety
- Service
- Innovation
- Efficiency
- Sustainability
- Accountability and Trust

Director of Legislative Affairs Cliff Strachan presented the Eagle Mountain City Strategic Goals and associated objectives and actions:

1. Diverse Economic Growth
 - a. Review and update commercial, business park, and technology zoning codes
 - b. Commercial Development Activity
 - c. Rebrand Eagle Mountain City

2. Robust Infrastructure Networks
 - a. Invest in smart city technologies
 - b. Adopt asset management policies and practices
 - c. Create a five-year Capital Improvement Plan (CIP) in the annual budget
3. Unique Reputational Evolution
 - a. Create property clean-up and assistance programs to benefit residents and improve neighborhoods
 - b. Establish a robust business expansion and retention program in cooperation with the Eagle Mountain Chamber of Commerce
 - c. Expand workforce attraction, retention, and development efforts
4. Proactive Generational Planning
 - a. Develop regional, community, and neighborhood parks
 - b. Update the Future Land Use and Transportation Corridor Maps
 - c. Develop a long-term facility plan and establish management practices to optimize the maintenance, renewal, and updating of buildings and other facilities
5. Interactive Environmental Stewardship
 - a. Make significant improvements to the Critical Wildlife Migration Corridor
 - b. Implement a new City-wide tree maintenance program
 - c. Create a Wildlife Conservation and Open Space Plan
6. Dynamic Service Enhancement
 - a. Improve functionality of utility bills (from the customer perspective)
 - b. Improve renter access to utility account information
 - c. Implement new community development software

Councilmember Clark suggested providing the mission statement and the core values to the public.

Councilmember Wright advocated posting the strategic goals and vision in the City Council Chambers or the lobby at City Hall to serve as information to the public and a reminder to the Council.

3. DIALOGUE WITH DEVELOPERS – JASON HARRIS / SCOT HAZARD / BILL GASKILL

Discussion ensued regarding the following topics:

- The impact of the housing recession and interest rates on people's ability to purchase homes despite the need for additional housing;
- Desired and feasible housing unit types due to the cost of land and product and garage size;
- How the City can assist with accommodating the development of smaller, single-family homes on reasonably sized lots;
- Market resistance to small homes on large lots, house-to-lot size ratios, and infrastructure cost distribution over more lots making the units more affordable;
- The creation of standards for a cottage-size lot to assist with home affordability with approximately a 30-foot frontage, small setbacks, a one-car garage, a small backyard, and a house square footage maximum;
- Parking concerns about permitting a small frontage and single-car garage;
- Balancing affordable units with other types of products to mitigate traffic and infrastructure impacts;
- Developer requests for housing standards that address the needs/desires of the future generation through the adoption of a less restrictive policy that facilitates flexibility, creativity, and vision;
- Harmonizing zoning regulations with the General Plan;
- The value of mixing housing types and staff input and expertise;

- Encouraging the building of vested units;
- Constructing homes that include accessory dwelling units and planning infrastructure to support the additional strain;
- Informal meetings with the Council and developers to communicate the products and designs desired, to offer feedback earlier in the development process, and promote communication and collaboration; and
- Amenity requirements and the impact on the development and cost of the units.

4. LOBBYIST UPDATE – DAVE STEWART

Lobbyist Dave Stewart gave an update on preparatory processes for the upcoming legislative session, the anticipated number of bills, surplus, and availability of Utah Department of Transportation (UDOT) funding, as well as proposed bills of concern to the Utah League of Cities and Towns (ULCT).

Councilmember Wright stated that he desires the public to be aware that the Councilmembers maintain frequent contact with State representatives on behalf of the residents.

Discussion ensued regarding the status of various bills of interest to the City and the advocacy of the City's transportation needs to the State.

5. GRAMA TRAINING

Mr. Strachan presented a training on the Government Records Access and Management Act (GRAMA).

Assistant City Administrator/City Recorder Fionnuala Kofoed spoke about the importance of adhering to GRAMA requirements. Whether an item is a record or not depends on the context and content of the message rather than the method of communication used.

6. DIALOGUE WITH MAG / UDOT – SHAWN ELIOT / ROBERT ALLEN / ERIC RASBAND

Utah Department of Transportation (UDOT) Representatives: Region Three Director Rob Clayton and Region 3 Planning Manager Eric Rasband.

Mountainland Association of Governments (MAG) Representatives: Senior Transportation Planner and Program Manager Robert Allen, Transportation Manager Shawn Eliot, Metropolitan Planning Organization Director LaNiece Davenport; and Analytics Manager Tim Hereth.

Deputy City Administrator/Community Development Director Steve Mumford introduced the item.

Analytics Manager Tim Hereth presented information regarding Utah County and Eagle Mountain growth and housing.

Transportation Manager Shawn Eliot presented information regarding the Regional Transportation Plan.

The TransPlan50, the Regional Transportation Plan (RTP) for Urban Utah County illustrates a coordinated system of highway, transit, and active transportation projects needed through 2050. The RTP is updated every four years, most recently in June 2023.

The Regional Transportation Plan:

1. Helps to develop regional policy
2. Addresses high growth and congestion
3. Minimizes impacts on society and the environment
4. Creates transportation choice
5. Maintains and preserves the transportation system
6. Develops projects
7. Forecasts funding

The full transportation plan consists of need-based project lists and a financial plan of proposed revenues and costs. The plan has four goals:

1. Update the regional highway system to a grid-based highway network
2. Expand and connect freeways, expressways, and arterials
3. Create a robust regional transit system
4. Build a regionally connected active transportation system

The RTP proposes an ideal highway grid of collectors, arterials, and freeways, sized and spaced to carry and disperse traffic. Utah County is behind other like-sized metro areas with the highway grid, especially freeway facilities. RTP needs-based projects satisfy congestion through 2050. RTP fiscally constrained projects do not satisfy congestion through 2050.

Highway Studies Informing the RTP: I-15 Payson Main ST Environmental, I-15 Spanish Fork Interchange Environmental, I-15 Springville/Spanish Fork Interchange, Mountainview Corridor South Environmental-Saratoga Springs, North Lakeshore Area Study, SR-73 Freeway Environmental, Vineyard Connector Environmental, and SR-92 Extension Study-Lehi.

Transit Studies Informing the RTP: Central Corridor Study, South Valley FrontRunner Commuter Rail Environmental, Northwest Utah, Valley Transit Study, Point of the Mountain Transit Study, and Point West Freshlook Transit Study.

Program Manager Robert Allen explained the Transportation Improvement Program (TIP) funding and project selection and prioritization process.

Discussion ensued regarding the following:

- Eagle Mountain City has lower density and more single-family housing than other cities impacting qualification for transit services;
- Frustration that cities with lower populations are receiving transit services partially funded by Eagle Mountain residents' taxes;
- Timeframes for major transportation projects;
- Circular route transit services within City boundaries;
- Legislative bills under consideration to increase transportation revenue sources;
- Utah Transit Authority (UTA) applying for TIP funding specifically for Eagle Mountain City; and
- Eagle Mountain City submitting a project request for TIP funding to convert the roundabout at Pony Express Parkway and Eagle Mountain Boulevard into a signalized intersection and a trail along the Tickville Wash from Porters Crossing Parkway to the eastern edge of the SilverLake subdivision.

UDOT Region Three Director Rob Clayton introduced and UDOT Region Three Planning Manager Eric Rasband explained the funding sources, some of which require match funding, and processes and project selection by the Transportation Commission members appointed by the Governor. UDOT has been tasked with focusing on good health, better mobility, a strong economy, and connective

communities. He noted project improvements to Utah County transportation corridors impacting Eagle Mountain and the efforts by the City to advocate for their project needs. The Transportation Commission uses the Capacity Project Prioritization TIF Highway Decision Support Tool to inform their decisions in addition to responsiveness to public needs. Requested projects were removed from consideration because they failed to meet the requisite affordable housing elements.

Discussion ensued regarding the Mid Valley Road and Hidden Valley study and the request by the City for funding to extend the portion of Old Airport Road to the new middle school and realign the intersection with Cory B. Wride Memorial Highway and methods to align efforts with neighboring cities to promote projects with mutual interest.

7. DEPARTMENT HEAD Q&A / PROJECT UPDATES

Assistant Building Official Dustin Blackburn:

- Track home builders plan to double the number of homes constructed in the City last year resulting in 1,200 to 1,500 new homes
- The City currently has five building inspectors but one is unable to work due to an injury
- Additional inspectors are needed to handle the workload
- Commercial development is anticipated to increase; many businesses develop in a community following the construction of a Walmart
- Datacenter inspections are time-intensive
- Right now, the permit costs for the data centers are sufficient but might need to be raised once additional buildings are constructed
- Contracting with West Coast Code Consultants, Inc (WC³) has been beneficial to the City; they handle commercial and solar plan reviews
- The City will be taking over Facebook inspections from WC³ later this year
- Neighborhood Improvement has plans for community outreach through community cleanup to demonstrate their improvement role to reduce the perception that they are only here for enforcement
- With the anticipated population increase in 2024, additional staff will likely be needed by 2025 or 2026

Discussion:

- WC³ commercial expertise, staff has been accompanying WC³ during inspections to receive onsite training, and the costs and benefits of contracting with WC³ versus hiring additional staff;
- OpenGov software reducing workload and improving customer service for the community;
- Being proactive rather than reactive in hiring additional personnel when deemed necessary to provide quality work;
- Workload impacts when current staff misses work due to illness or time off;
- Builders reducing customization options in response to the pandemic, housing shortages, and cost increases; and
- Lack of access to bathrooms and other facilities for inspectors working on projects far from their offices.

Human Resource Manager Angela Valenzuela:

- Overall attrition rates have decreased as employees desire stability
- In 2023, the City averaged 13 to 14% turnover in the first three quarters and 1.7% for the fourth quarter

- The City has lost many entry-level employees and is looking to provide and celebrate further education and certification to provide career path opportunities
- The City currently has 211 total employees with 114 of those being full-time
- The Human Resources department plans to update the Policies and Procedures Manual

Discussion:

- Eagle Mountain City has lower turnover than some other cities;
- The impact of culture on employee retention;
- The compensation study;
- Applying for Mountainland Technical College (MTECH) State funding to support employee education; and
- Employee benefits provided, including anticipated cost increases to the City.

City Engineer Chris Trusty

- Cory B. Wride Memorial Park booster station improvements are planned to allow for higher pressures for the reuse water irrigation system
- Unity Pass booster station completion will enable water transport to fill the tanks in the City Center
- Drilling and testing were completed for Well 8 and staff is designing the well house;
- Well 7 experienced a collapse around 500 feet, once mitigation measures were in place, drilling resumed
- The availability of additional electrical infrastructure in the area will allow for upgrades to Well 5 to augment its capacity
- The White Hills Well is being upgraded and upsized by the Firefly developers for additional City use
- A license agreement for an additional water tank in the City Center will be presented to the Council at the February 6, 2024, City Council meeting to get authorization from the owner for the City to start soil testing and survey work for the parcel
- The headworks for wastewater treatment is almost completed
- Alpine School District has been installing a sewer line from the middle school to the Overland development; the sewer lines from Lone Tree and other areas will be connected to that system
- The City received funding and is completing design work for a tertiary system that will allow the conversion of wastewater effluent to a type one treated water; reverse osmosis treatment will be included in the process
- The City is conducting a study to see the impact of reduced water usage by the data centers on the viability of expanding the water reuse system
- Updates to Municipal Code construction standards will be included on the February 6, 2024 agenda that includes purple pipe standards
- Property purchase agreements for roads in Perry Homes and Patterson Homes developments are expected to be presented to the City Council in February
- The City is still negotiating with the landowner on a purchase agreement for the right-of-way and wildlife corridor
- The City asked MAG to increase the funding for Old Airport Road by 2.8 million dollars to help with additional scope and increased costs to tie into the new middle school
- The City is submitting for MAG TIP funding for:
 - The modification of the roundabout at Pony Express Parkway and Eagle Mountain Boulevard to a signalized intersection;
 - A trail from Smith Ranch Park through Evans Ranch in Silver Lake to the City limits along the Tickville Wash;
 - Rapid flashing beacon road crossings; and

- A park and ride lot;
- The study for the Hidden Valley Highway will go before the MAG board for approval at their February 1, 2024 meeting for approval;
- Concept reports for the TIP funding are required to be submitted by February 12, 2024, with final determinations made this summer
- UDOT and MAG are working together to accelerate the timeframe for the study for the Cedar Valley Freeway to finalize alignment by April
- An update to the Transportation Impact Fee Analysis (IFA) will be presented to the Council in February or March 2024
- The City is considering having Zions Public Finance provide a second opinion after the City had concerns with the previous Public Safety IFA and Impact Fees Facility Plan (IFFP)

Discussion:

- Right-of-way acquisition and alignment for Old Airport Road with consideration of flooding mitigation;
- Difficulties with hiring an experienced engineer due to competition with the private sector; and
- Engineering Department personnel needs.

Emergency Coordinator David Ulibarri

- Expansion of current City emergency efforts
- Free community and other City programs are funded through a Federal Emergency Management Agency (FEMA) grant and Mr. Ulibarri has all the certifications that the State will begin requiring to apply and qualify for funding
- The first Community Emergency Response Team (CERT) training for the year was held the previous Saturday to assist with managing untrained volunteers during an emergency
- Eagle Mountain City in partnership with Cedar Valley High School offers the only Teen CERT Internship in the State; last year there were seven students and this year five students are participating
- The City offers Ham radio training and the Federal Communications Commission (FCC) testing; the City has around 300 licensed amateur operators
- Staff used grant funds to purchase a backup HAM radio and antenna for the Community Development Building to provide redundancy if the one at City Hall were to be non-operational
- Monthly, free Stop the Bleed, backed by the Department of Defense, classes are available for residents; last year over 50 employees were certified
- Cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) training with American Heart Association certification were provided during Shocktoberfest in October of last year and around 60 people were trained and 20 certified
- He provides in-house safety training required by insurance and he will work with Risk Manager Linda Waters
- Fire extinguisher training is available for employees as a part of the CERT training
- In 2024, a pilot program for Scout Troops earn merit badges for first aid, fire safety, and emergency preparedness
- The City has two CERT trailers with equipment, ham radios, and response gear, one is stored at City Hall and one in the Ranches
- The City has two Starlink systems
- He will meet with LBiSat, a satellite communication company, to discuss an emergency response partnership
- The City's repeater, located in Unity Pass, can be linked with other repeaters or run independently to increase or decrease its traffic and range

- The City reviews the Emergency Operations Plan (EOP) annually and it will be updated this year to include an Emergency Coordinator position and any other edits deemed necessary
- Department heads conduct monthly Ham radio tests

Public Works Director Brad Hickman

- Staff has been training on the OpenGov Cartegraph software and have reached out to other cities to learn the pros and cons of the software and avoid mistakes made by other cities
- The software will assist with asset management and provide data to assist the City in making sound decisions
- The use of asset management software will likely necessitate additional geographic information system (GIS) staffing
- The City needs to provide OpenGov with the level and detail of the equipment to include in tracking
- The license provides tracking of an unlimited number of assets

Discussion:

- Benefits, capabilities, and parameters of the OpenGov Cartegraph software and training and implementation plans.

Library Director Michele Graves

- Comcast and Xfinity donated computer lab equipment that will be located in the Chamber of Commerce building for the classes for senior citizens; high school students will be recruited to assist with teaching senior citizens to use the internet; classes will start at the beginning of March or April

Planning Director Brandon Larsen

- GIS information is critical for planners and additional services would greatly benefit the Planning Department
- The Planning Department has been working with the implementation of the OpenGov software to enable the public to apply for building permits online
- Staff has begun preparation work for a General Plan update
- The Future Land Use Map will be amended to include additional annexation information, new road alignments, and updated land uses
- Wildlife Biologist/Environmental Planner Todd Black is finalizing the Wildlife Corridor Overlay Zone to be presented to the Planning Commission and City Council in the near future and is working with Camp Williams on a fencing project.

Discussion:

- Mr. Black evaluates plans as a part of the development review committee (DRC) to identify wildlife conflicts;
- Hold frequent meetings, events, and/or outreach programs to better connect with the public and developer;
- Current and future efforts planned for a building inspector with the special assignment of community liaison; and
- The benefits of the new OpenGov software for staff and the public

Fleet and Facilities/Operations Director Jeff Weber

- Staff is close to completing the Facilities Master Plan and it will be presented to the City Council at the end of April or the beginning of May
- The City is seeking to procure a 10,000-gallon diesel fuel tank for the Public Works Facilities

- The security cameras at City Hall need to be upgraded
- The remodel of the Recorder's Office and the Sheriff's Office has been completed
- Several projects have been undertaken for improvements to the Wastewater Plant and the Sewer Office Building
- Vehicle replacements continue on a five-year schedule with the City selling the surplus on GovDeals

Councilmember Wright asked Mr. Weber to email the Council a preview of the Facilities Master Plan.

Communications Manager Tyler Maffitt

- Spoke about the positive effect of the updated logo with branding and staff, and the long-term impacts on the residents
- The new resident magazine provides information about municipal services and introduces the tone the City wants to set with residents with the hope of attracting residents and businesses that align with Eagle Mountain's core values. The magazine is scheduled to roll out this spring with plans for a rerelease each spring
- The mobile app has assisted residents with contacting the City staff to address issues
- Data analysis found that positive sentiment from residents is at an all-time high for responsiveness, timeliness, and engagement
- He emphasized follow-through for the organization at all levels

8. GROWTH TRENDS

This item was presented and discussed on Friday, January 26, 2024, before the other items on the agenda.

Deputy City Administrator/Community Development Director Steve Mumford presented the item. The population estimate for Eagle Mountain as of January 1, 2024, is 65,464 based on building permit data (minus the last seven months). Homes in the City are 88% owner-occupied and 12% renter-occupied including legal and approved accessory dwelling units (ADUs). The generous vacancy rate is 2%. The current growth rate for fiscal year 2024 is 6.1%.

Demographic information of interest from the census is as follows:

- Living in the same house one year ago – 86%
- High school graduate or higher (age 25+) – 96.2%
- Bachelor's Degree or higher (age 25+) – 36.5%
- People with a disability (under age 65) – 4.2%
- Mean (average) travel time to work – 31.2 minutes
- Veterans – 898
- Languages other than English spoken at home – 10.5%
- Foreign born – 5.7%

Building permits issued in 2023: 868 new residential, 613 other, 351 basements, and 46 commercial. Residential growth housing types in 2023: 79% single-family homes and 21% multifamily homes. Eagle Mountain housing types as of January 1, 2024, 84% single-family homes and 16% multifamily units. 65% of new residential building permits are being issued in the south area and 35% in the north area of the City. In 2023, 122 ADU permits were approved – 115 basements (35 with the initial build), 5 attached, and 2 detached.

Vested Units

Land estimates for the total area of the City equals approximately 52 square miles with approximately 30 square miles with vested approvals. The remaining approximately 20 to 22 square miles is mostly planned for business parks, employment centers, commercial, open space, foothill residential, and rural density excluding potential future annexations.

The total for vested units as of January 1, 2024, is 23,241. Of the total, 22,075 vested units are in master developments, and preliminary plats are not yet final platted. Vacant lots in recorded plats equal 1,116. Most of the north area vested units are in the Upper and Lower Hidden Valley. In the southern area, most of the vested units are in Harmony, Overland, and Firefly.

The total built (current population) and vacant final platted units/lots equal 77,107 with 83% single-family detached units and 17% single-family attached and multifamily. Unit types and lot size totals and percentages: duplex/twin 148 (1%), townhomes 2,394 (13%), condos/apartments 503 (3%), one-acre and above 878 (5%), $\frac{1}{4}$ to one-acre 2,456 (14%), and less than $\frac{1}{4}$ acre 11,368 (64%).

Unbuilt vested units (with an estimated vested population of 90,000 to 95,000) with unit types and lot sizes totals as follows: 69% single-family detached and 31% single-family attached and multifamily product, duplex/twin 484 (2%), townhomes 4,030 (18%), condos/apartments 2,354 (11%), one-acre and above 286 (1%), $\frac{1}{4}$ to one-acre 3,552 (16%), and less than $\frac{1}{4}$ acre 11,369 (52%).

The combined total of the platted and vested remaining has a distribution of 75% single-family detached and 25% single-family attached and multifamily with an estimated population of 160,000 to 175,000 (household sizes will likely reduce over time). Unit types and lot size totals and percentages: duplex/twin 632 (2%), townhomes 6,424 (16%), condos/apartments 2,857 (7%), one-acre and above 1,164 (3%), $\frac{1}{4}$ to one-acre 6,008 (15%), and less than $\frac{1}{4}$ acre 22,737 (57%).

9. ECONOMIC DEVELOPMENT UPDATE

Economic Development Director Evan Berrett presented Economic Development: Moving Into the Next Phase. Eagle Mountain is home to businesses of all sizes spanning several industries resulting in an expanded tax base, convenient access for all residents to essential goods and services, and growth of employment opportunities for workers at any stage of their careers.

Operational Assumptions:

- Focus on families.
- Have enough retail to provide for the basic needs/wants of the community.
- Attract high-paying employers that can weather economic waves and have strong growth future.
- Attract commercial that complements the attraction of other services such as a hospital and higher education.
- Ensure there's a proper balance of large and small business opportunities and the presence of both national and local brands.

A new phase of economic development is possible due to the current and future population being in a good position to start conversations previously not possible, the data center foundation running on auto-pilot, and property owners and developers are on the move and in the works to make big things happen.

Mr. Berrett presented reasons to pursue, the factors affecting, and favorable and negative elements making Eagle Mountain attractive to retail, industrial, and tourism economic growth opportunities.

Discussion:

- Attracting trade schools to locate in the City;
- Designating additional space in the City for industrial uses;
- Eagle Mountain's limitation for warehousing opportunities despite an abundance of land and possible ways to mitigate transportation challenges;
- Increasing jobs in Eagle Mountain to reduce commuter traffic; and
- Tax benefits of businesses contrasted with infrastructure impacts.

FRIDAY, JANUARY 26, 2024

ELECTED OFFICIALS PRESENT: Councilmembers Donna Burnham, Melissa Clark, Rich Wood, and Brett Wright. Councilmember Jared Gray and Mayor Tom Westmoreland were excused.

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Kimberly Ruesch, Finance Director; Natalie Winterton, Grants Coordinator/Management Analyst; Brad Hickman, Public Works Director.

1. CITY ADMINISTRATOR'S WELCOME
2. ROLES AND RESPONSIBILITIES OF COUNCIL MEMBERS

Director of Legislative Affairs Cliff Strachan explained that his source material for the presentation is Getting to Great: Defining the Roles of the Governing Body and Local Government Manager by Julia D Novak, ICMA-CM; Tanisha Briley, ICMA-CM; and Dr. John Nalbandian, August 1, 2022, Public Manager Magazine – Article.

The order of the six governance roles that the City Council tends to gravitate towards is:

1. Representative/Constituent Advocate
2. Strategic Vision
3. Trustee-Steward
4. Decision-maker
5. Community Builder
6. Oversight

The order of the roles that have been found to provide the most effective governance for staff and City Councils and their associated activities is:

1. Strategic Vision
 - a. Strategic planning
 - b. Determining what is important in the short-term
 - c. Identifying community wants and needs
 - d. Seeing interconnections
2. Community Builder
 - a. Being present and listening to individuals and community groups
 - b. Convening important community conversations
 - c. Celebrating accomplishments
 - d. Participating in events

3. Trustee-Steward
 - a. Looking at long-term implications of decisions
 - b. Fiduciary role
4. Representative/Constituent Advocate
 - a. Answering calls and emails from residents
 - b. Connecting residents with staff to help resolve issues
5. Decision-maker
 - a. Reading briefing materials
 - b. Participating in study sessions
 - c. Listening to residents
 - d. Voting
6. Oversight
 - a. Evaluating performance and programs
 - b. Reviewing the audit

Things that staff can do to help the City Council achieve the best of their community:

- Intentionally plan for opportunities for the City Council to fulfill each role
- Create systems for efficiently addressing constituent concerns
- Refer to strategic plans and long-range goals when executing programs and projects
- Discuss both short and long-term consequences of action or inaction
- Support the City Council in establishing ground rules for civility and mutual accountability
- Demonstrate accountability to the City Council through status updates

The relationship between staff and the City Council is symbiotic. The Council has many roles. Management is a supporting and executing role. The staff has experience and expertise. It is important to work well together to achieve results. Using general and strategic plans so that the Council and staff are connected and committed to the long-term goals of the City is beneficial.

Discussion ensued regarding the roles of staff and the City Council, communication practices to convey needs, information, and progress statuses on projects to the elected officials, and cooperation methods to work better together more effectively.

3. LEGISLATIVE PRIORITIES LIST

Due to time constraints, this item was omitted from the meeting.

4. FINANCE AND BUDGET UPDATE

Finance Director Kimberly Ruesch presented the Finance and Budget Update. She spoke about the challenges facing the Finance Department due to the workload volume to meet reporting requirements which could be reduced through the implementation of additional software.

Themes for 2023:

- Tighter financial conditions due to interest rate hikes
- Inflation slowed but prices were still high
- Labor market soften but resilient
- Recession avoided

Outlook for 2024:

- Interest rate cuts

- Inflation is slowing but some areas will remain “sticky”
- Slowing labor market, increased unemployment
- Slowing U.S. economy but resilient
- Possible recession in late 2024

Utah in 2023:

- Best State Overall
- Best State for Fiscal Stability
- Best State for Economy
- Top 10 for Health Care, Education, Transportation
- People still moving to Utah
- 10% job growth from February 2020 to November 2023, second behind Idaho
- High labor participation – Low Unemployment
- Home prices relative to income are too high at 6.2x, preferred is 3x

Guidance for Utah Decision Makers: open mind, listen more, invest even more, fortify great institutions, and dignify and unify.

Eagle Mountain City Fiscal Year 2023:

- 60% decline in residential building permits
- 15% growth in Sales Tax down from a three-year average of 26%
- 114 full-time positions
- Fund balance 35% max
- Declining contribution toward capital

Eagle Mountain City Fiscal Year 2024:

- 40% increase in residential building permits
- 8% growth in sales tax lowest since 2014
- 124 full-time positions
- Fund balance 35% max
- Declining contribution toward capital

General Fund Revenue Source:

- Taxes 67.82%
- Charges for services 11.10%
- Intergovernmental revenue 8.98%
- Transfers 8.15%
- Other 3.95%

Percent of Tax

- Sales and use 61.34%
- Property 14.06%
- Energy 18.40%
- Transportation 5.60%
- Telecommunication 0.57%
- Transient Room 0.03%

Ms. Ruesch reviewed property tax and sales growth, property tax revenue per capita, and taxing entity percentages of the total property tax levy. The average household pays \$133.90 per year to

the City in property tax, which is only 37 cents a day. She presented the future financial outlook for the City and the budget timeline.

Discussion ensued regarding the following:

- State sales tax allocations to cities based on population;
- Drafting and adopting a reserve policy that specifies when and what those funds may be spent on to prevent tax increases during recessionary periods or for one-time expenditures;
- The impact of enterprise fund balance reserves on bond qualification;
- Unique impact fee challenges for Eagle Mountain due to rapid growth;
- Property tax revenues and stability as a funding source;
- Challenges and benefits, including tax revenue, with permitting short-term rentals;
- United Fire Authority and Public Safety funding;
- The City has not increased property tax to meet inflation since 2005 and sales tax revenue has declined;
- The impacts of inflation and the decreasing purchase power of the dollar;
- The City is not receiving the full value of growth due to taxing metrics and inflation;
- Utilizing technology and artificial intelligence (AI) to be more efficient and to save costs;
- Assessment of staff requirements to maintain an appropriate level of service based on the ratio between the number of residents and the City staff;
- Preparing for varying economic conditions and the importance of creating a range of operational goals to accommodate scenarios from financial abundance to downturns;
- Continue taking pride in efficiency and fiscal conservativeness while providing employees the tools they need to be successful and prevent burnout; and
- The cost of having a staff member oversee a contractor compared with hiring an employee to perform the task.

5. ULCT PRESENTATION – RAPID GROWTH CITIES / KARSON EILERS

The discussion of this item occurred prior to item 4.

The Utah League of Cities and Town (ULCT) Policy Director Karson Eilers discussed the following topics with the City Council and staff:

- HB 306 which proposes allowing smaller lots in all residential subdivisions and cities' concerns with impact fee reductions, vested lots of consideration, product type imbalance, potential allowance to subdivide existing lots, and impact on the infrastructure of rapidly growing municipalities;
- The Governor's First Homes initiative and funding limitations to implementation;
- Rapid Growth caucus;
- Efforts to address ULCT concerns with HB 13, which modifies provisions related to infrastructure financing districts, and other infrastructure bills;
- A compromise that ULCT is working on for HB 256 Sentinel Landscape; and
- Eagle Mountain City requested that the ULCT monitor and report back on the legislation for Special Service Districts which impacts the City's representation on the Timpanogos Special Service District (TSSD) Board of Trustees.

6. COUNCIL GENERAL DISCUSSION

Due to time constraints, this discussion was not held. Councilmembers noted that they felt they had been able to provide adequate feedback throughout the discussion of other agenda items.

Approved by the City Council on May 7, 2023.

Fionnuala B. Kofoed, MMC
City Recorder

DRAFT



EAGLE MOUNTAIN CITY COUNCIL BUDGET WORK SESSION MINUTES

February 27, 2024, 3:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

3:00 P.M. BUDGET WORK SESSION – COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright. Mayor Tom Westmoreland was excused.

CITY STAFF PRESENT: Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Terrence Dela Pena, Finance/Management Analyst; Alex Palacios, Finance Manager; Brandon Larsen, Planning Director; Jody Bates, Chief Deputy Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; Michele Graves, Library Director; B.J. Eccles; Sergeant; and Bailey Ensign, Digital Communications Specialist.

1. CALL TO ORDER

Mayor Pro Tempore Gray called the meeting to order at 3:04 p.m.

2. DISCUSSION OF PROPOSED BUDGET

Finance Director Kimberly Ruesch presented the item. She stated that the purpose of budget planning is to align Eagle Mountain resources with its organizational goals. She explained the difference between governmental funds and enterprise funds and the operating and capital budget. She reviewed the budget timeline, revenue sources, revenue assumptions, transportation sales tax, affordable housing, and funding priorities.

Director of Legislative Affairs Cliff Strachan reviewed the City Council priorities list.

Discussion ensued regarding the following:

Revenue Projections and Funding Priorities

- Budget Work Session Themes:
 - Financial projections
 - Funding limitations
 - Potential revenue sources
- Revenue Streams and Allocation:
 - Exploration of non-tax revenue streams
 - Allocation of funds toward:
 - Personnel compensation
 - Operations

- Capital projects
 - Council Priorities List
- Specific Funding Discussions:
 - Utility sale proceeds for Rodeo Arena improvements
 - Grant eligibility for initiatives such as water-wise landscaping and safe routes to school
 - Incongruence between the amount of tax money collected for public transit and both the current and desired service levels provided to the City
 - Consideration of creating a transportation utility fee as has been done in other cities and upheld as legal by the Utah Supreme Court
 - Allocation of affordable housing dollars
- Mayor's Priorities on Public Safety Focus:
 - Enhancing emergency preparedness
 - Improving cell phone service coverage

Personnel Priorities

- Employee Compensation Dialogue:
 - Councilmembers emphasized competitive wages to attract and retain skilled employees
 - Balancing adjusting current employees' wages with new hire wages
- Employer Reputation Goals:
 - Develop Eagle Mountain's reputation as a fair-paying employer with competitive benefits
 - Ensure high job satisfaction among City personnel

Operations Improvement and Software Acquisition

- Investment in Operational Improvements:
 - Importance of impactful operational improvements and technology to reduce staff workload
 - Potential investments include:
 - Project management software
 - Advanced software suites for streamlining operations and automating tasks
- Software Discussion Points:
 - Functionality
 - Integration capabilities
 - Whole-suite solutions
 - Need for careful consideration before commitment

Capital Projects and Infrastructure

- Focus on Capital Projects:
 - Emphasis on careful budgeting and planning
- Financing Options:
 - Examination of impact fees for sewer and parks
 - Viability of funding bleacher expansions and parking facilities at the rodeo grounds through proceeds from utility sales

Other Considerations

- Future Planning:
 - Master Facilities Plan
 - Capital Asset Management Plan

- Additional Discussions:
 - Offsetting growth impact on the sewer system
 - Feasibility of a City-owned food orchard
 - Integration of projects in parks and recreational areas
 - Creating and offering a water-wise program for residents and possible funding sources
- Current Facilities:
 - Evaluation and purchase of rodeo arena equipment and additional lighting
 - Establishing park-and-ride locations

3. ADJOURNMENT

Mayor Pro Tempore Gray adjourned the meeting at 5:03 p.m.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL – SPECIAL SESSION MEETING MINUTES

March 26, 2024, 2:00 P.M.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

2:00 P.M. SPECIAL CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Angela Valenzuela, Human Resource Manager; Brandon Larsen, Planning Director; Jody Bates, Chief Deputy Recorder; Elizabeth Fewkes, Recording Secretary; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Melissa Yates, Purchasing Agent; and Bailey Ensign, Digital Communications Specialist.

1. CALL TO ORDER

Mayor Pro Tempore Gray called the meeting to order at 2:04 p.m.

2. DISCUSSION ITEM

2.A. DISCUSSION – Development of a City Administrator Profile, Application Form, Information Packet, and Determine Total Compensation

Human Resource Manager Angela Valenzuela facilitated a discussion on the item. Councilmembers shared their thoughts on different aspects of the City Administrator profile. Concerns were raised about the employment qualifications, emphasizing the importance of effective communication and experience with rapid growth. It was suggested to exclude the word "fringe" from the benefits description to avoid negative connotations and to also remove the reference to a four-day workweek. A potential requirement for candidates to possess a Master of Public Administration (MPA) degree was debated, with some Councilmembers expressing the preference to also allow for equivalent experience in public administration.

Mayor Westmoreland joined the meeting at 2:08 p.m.

The Council discussed the compensation package details, suggesting possibly increasing the pay range to attract high-caliber candidates. The conversation included the idea of potentially looking at recent City Administrator hires for benchmarking compensation. There was an agreement among the Council that the job role should be advertised as "City Manager" in accordance with the verbiage in State Code and Municipal Code updated accordingly.

The discussion also touched on personal development opportunities for potential candidates and their responsibilities toward employees and stakeholders. There was a consensus on offering incentives

for compensation covering job-related conferences, membership dues, and educational advancement after hiring. The discussion revealed a comprehensive approach towards hiring, with an intent to find candidates committed to long-term employment and growth with the City.

3. MOTION

3.A. MOTION – Professional Service Agreement – Recruitment Consultants

Purchasing Agent Melissa Yates explained the ranking process for the recruitment consulting firms and presented the top three highest-scoring firms based on ranking by the City Council, City Attorney, and Human Resource Manager. The City typically requires the top three candidates to give a presentation, allowing for a more accurate assessment of their skill levels and compatibility, as firms may vary in their written and verbal communication abilities.

Councilmember Burnham stated that she is in favor of having the presentations, however, she is open to the other two options.

Councilmember Gray stated he would like to eliminate the firm that is located outside the State from consideration.

Councilmember Clark suggested having the firms either provide a presentation before or during the next meeting and having the City Council vote at that meeting as she sees value in the presentation and interviews to understand the difference between the firm's written material and in-person interactions.

Councilmembers Grey, Wright, and Wood expressed concern that meeting with the firms would further delay the process. They prefer to move forward with hiring a recruitment firm as noticed and planned for this meeting.

The discussion considered whether to conduct interviews with firm representatives or to hire a firm during the meeting as planned.

MOTION: *Councilmember Clark moved to have the top three ranked firms give a presentation to the City Council. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	No
Rich Wood	No
Brett Wright	No

The motion failed with a vote of 2:3.

MOTION: *Councilmember Wood moved to hire Colin Baenziger & Associates as the recruitment firm for the Eagle Mountain City Manager. Councilmember Wright seconded the motion.*

Donna Burnham	No
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a vote of 4:1.

Councilmember Gray stated that he felt the scoring metrics did not allow for the fair evaluation of some of the candidates. He suggested inviting a representative from Colin Baenziger & Associates to attend the April 2, 2024, City Council meeting.

Councilmember Burnham said that she is amenable to having a representative attend the meeting if it does not incur additional costs for the City.

MOTION: *Councilmember Gray moved to recess the meeting at 2:56 p.m. Councilmember Wood seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The meeting was recessed at 2:56 p.m.

3:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright. Mayor Tom Westmoreland was excused.

CITY STAFF PRESENT: Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Alex Palacios, Finance Manager; Maria Loza, Accountant; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Jody Bates, Chief Deputy Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Brad Hickman, Public Works Director; Eric McDowell, Chief Deputy Sheriff; B.J. Eccles; Sergeant; Melissa Yates, Purchasing Agent; and Bailey Ensign, Digital Communications Specialist.

4. DISCUSSION OF PROPOSED BUDGET

Mayor Pro Tempore Gray called the work session to order at 3:16 p.m.

4.A. DISCUSSION – Proposed Budget

Human Resource Manager Angela Valenzuela presented information regarding the City's personnel needs and compensation plans with a focus on upcoming budget proposals and adjustments needed based on personnel assessments and market comparisons. She mentioned the need for equitable compensation adjustments, aiming to align salaries within the City's departments through a structured approach. This is part of a broader strategy to ensure competitive pay scales and retain valuable City employees. Medical and vision benefits are proposed to remain the same. Dental benefits will increase by 20% and life insurance by 28.11%. The City sent out a request for proposals and plans to change to Sun Life Insurance for dental.

Finance Director Kimberly Ruesch presented several key components that contribute to job evaluation and salary, citing job knowledge, responsibilities, complexity and variety of work, and work environment. The compensation study aims to address internal equity and market competitiveness by increasing the target hire to 90% of entry to midpoint level rather than entry-level to track education and experience. The discussion highlights proposed adjustments like a 7% maximum increase for lower-paid employees, a 2% baseline adjustment overall, and equity adjustments for employee retention. The City's compensation structure needs to align with other similar municipalities to ensure the adjustments are compliant with standards. She reviewed changes to retirement benefits and recommended retaining the current package with the inclusion of a stipend for employees to be used towards their contribution.

Councilmember Clark requested that staff send the presentation to the Councilmembers later, to allow further review of the detailed information provided during the meeting.

Discussion ensued regarding ensuring that the proposed adjustments are clear and justified, particularly regarding how the adjustments impact those at lower pay scales versus those already well-compensated and considering a higher percentage of wage adjustments for current entry-level employees than the 7% maximum.

Ms. Valenzuela presented, and the body discussed, the following requests for the following additional personnel:

- Human Resource (HR) Specialist: A full-time specialist is needed to assist with HR duties due to the growth of the City's employee base. This position would work directly with the current HR Manager to address increasing administrative needs.
- Administrative Project Manager: This proposed full-time role would manage various administrative projects, ensuring alignment with Council priorities. There were questions regarding the reporting structure and specific responsibilities of this role, indicating that the organizational structure has yet to be finalized.
- Custodian Lead: A lead custodian role is proposed to manage other custodians and ensure efficient coverage and supply management. This position would help free up managerial staff to focus on broader responsibilities.
- Building Permit Technician: The discussion focused on converting a part-time building permit technician position to full-time. This change aims to handle increased demands in neighborhood improvement and building permit responsibilities effectively.
- Public Works Inspector: The current temporary public works inspector positions are funded by a development agreement set to expire at the fiscal year's end. The request is to make these positions permanent to maintain essential City infrastructure services.
- Engineer I: A new entry-level civil engineer position is necessary to support ongoing residential and commercial development projects. This role is intended for a recent graduate or an individual new to the field.
- GIS Tech Position: This position transitions the GIS tech from a temporary to a permanent role due to expiring development agreement funds. This position is vital for managing data and mapping City infrastructure.
- Street Operator Positions: The discussion about street operator positions centered on the proposal to introduce three new roles within the Streets Department to enhance operational efficiency and manage the City's growing infrastructure needs. These roles would be specialized and led by designated team leads. Funding considerations included potential revenue sources such as intergovernmental revenues and sales tax levies, alongside possibilities for new fee-based revenues to support the department.

- Wastewater Plant Operator: Proposal to make the wastewater plant operator role permanent to ensure continuous operation and maintenance of treatment facilities, previously funded temporarily by a development agreement.
- Part-time and Seasonal Positions:
 - Part-time Finance Clerk: Intended to manage financial aspects related to development agreements and reimbursements.
 - Digital Content Assistant: A part-time role in the communications department to maintain and update web content and manage social media platforms.
 - Seasonal Finance Interns: Aimed at university students to support various municipal projects during peak seasons.
 - Parks Laborers: two seasonal positions

Facility Needs and Space Management Discussion: The municipality faces a shortage of office space with existing facilities at full capacity. Leasing additional space or repurposing existing spaces to meet immediate needs was considered or workspace sharing and remote work as immediate measures to utilize existing space more efficiently until funding is available to construct a new City Hall. The necessity for a strategic, long-term plan to manage personnel and facility needs was emphasized, considering the ongoing growth and development of the municipality.

Chief Deputy Sheriff Eric McDowell explained the Sheriff's department personnel needs:

- Dispatch has received a nearly 2,000 call increase compared to the previous year, indicating a need for more staff to manage the rise in service demands
- An overtime funding increase of \$20,000 was requested
- Current staffing levels are not keeping pace with the population growth, affecting the ratio of officers to residents resulting in reactive rather than proactive services
- The investigative unit has remained unchanged for 17 years despite increasing demands. This unit needs to be expanded to better handle person-to-person crimes, death investigations, and property crimes
- Due to high community demand for better traffic management, there's a plan to add a deputy focused on traffic enforcement to assist the already overwhelmed current staff and address high-profile traffic incidents more effectively
- Personnel requests:
 - Two Patrol Deputies
 - Detective
 - Detective – Special Victims Unit

Discussions included the need for strategic staffing, including office staff, to accommodate City growth while maintaining safety and order. Further increases in personnel might be necessary in the near future to keep up with ongoing residential and retail developments. The City will continue to monitor and evaluate public safety needs to determine the appropriate time to implement a police force and secure personnel funding resources. The possibility of raising property taxes was mentioned due to the importance of public safety and the lack of an increase in 20 years.

5. ADJOURNMENT

MOTION: *Councilmember Wood moved to adjourn at 4:57 p.m. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes

Rich Wood
Brett Wright

Yes
Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 4:57 p.m.

Approved by the City Council on May 7, 2024.

Fionnuala B. Kofoed, MMC
City Recorder

DRAFT



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

April 16, 2024, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; Eric McDowell, Chief Deputy Sheriff; B.J. Eccles, Sergeant; Jason Hall, Recreation Manager; and Dawn Hancock, Special Events Manager.

CITY STAFF PRESENT ELECTRONICALLY: Steve Mumford, Interim City Manager/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Angela Valenzuela, Human Resource Manager; Elizabeth Fewkes, Recording Secretary; Michele Graves, Library Director; and Embret Fossum, Unified Fire Authority Battalion Chief.

Mayor Westmoreland called the meeting to order at 4:06 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. DISCUSSION – ACEC (AREAS OF CRITICAL ENVIRONMENTAL CONCERN)

Wildlife Biologist/Environmental Planner Todd Black presented the item and explained that given recent attempts with the Bureau of Land Management (BLM) and School and Institutional Trust Lands Administration (SITLA) to trade parcels in Eagle Mountain, staff is considering options to add additional layers of protection on certain parcels within the City. An Areas of Critical Environmental Concern (ACEC) designation on the remaining BLM parcels within the City would help to accomplish this goal. ACEC designation is only applicable to BLM land and protects important resources, unique scenic landscapes, people, and property from hazards on public lands and would protect from trades to SITLA. The designation sets the uses influenced by the City. Anyone can nominate an ACEC. The two-year process amends the current Land Use Plan (LUP). The process involves public input and compliance with the National Environmental Policy Act (NEPA).

The conversation highlighted the inclusion of some or all BLM parcels within City limits. The need for protecting these areas under the ACEC designation was discussed to enable the City, rather than outside entities, more direct control over the management of natural assets. The process involves public input and compliance with the National Environmental Policy Act (NEPA) two-year approval process. Councilmembers expressed concerns regarding the limitation and impediments to future City planning alterations and infrastructure expansion on land with an ACEC designation and sought to understand the implications of such changes.

City Attorney Marcus Draper responded to concerns about the two-year process for applying for an ACEC designation overlapping with elections. He clarified that once the City submits the application, the decision to approve or allow withdrawal lies with the BLM, despite potential differences of opinion regarding the ACEC program between current and future Councilmembers.

Mr. Black stated that he would provide additional information to the City Council and would research their concerns and report back on his findings.

1.B. DISCUSSION – Pony Express Park and Ride Lots

City Engineer Chris Trusty explained that the Utah Transit Authority (UTA) requested a delay of the discussion until the May 7th City Council meeting to allow for additional preparation.

1.C. DISCUSSION – Future of Eagle Mountain Recreation

Natalie Winterton, Grants Coordinator/Management Analyst, presented concept renderings and options for purchasing and installing modular buildings to serve as a community center in an area of Cory B. Wride Memorial Park, which is currently planned to be developed into a future parking lot. A phased approach to recreation center development was discussed, utilizing temporary structures to provide classroom or gym space to gauge community interest and program success to employ in plans for a permanent recreation center. Discussions arose about how the initiative might affect existing private sector operations within the community and possibly partnering with a nonprofit organization to run the community center or housing additional City office space in the modular buildings.

Public Works Director Brad Hickman said he will make inquiries to determine the conditions necessary for the project to qualify for impact fee funding. Sewer line connections are feasible in that area of the park for temporary or permanent bathroom structures to accompany the community center and offices.

2. AGENDA REVIEW

11. CHANGE ORDER

11.A. Change Order #1 – Codale Electric - Rodeo Arena Lights

Mr. Hickman confirmed that the City will keep and repurpose the existing poles.

13. RESOLUTION

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting Fireworks Restrictions within Eagle Mountain City

Councilmember Gray proposed that the City host a firework show for the Fourth of July as an alternative activity due to the firework restrictions.

Special Events Manager Dawn Hancock explained that a Fourth of July firework show could either be a 10-to-15-minute show with frequent firework launches or a longer show with fewer fireworks, each option costing approximately \$20,000.

The City Council endorsed holding a Fourth of July event with a firework show, musical accompaniment, and other features such as food trucks, vender booths, and/or military participation to be held at Cory B. Wride Memorial Park. The Council directed Ms. Hancock to obtain pricing for a variety of firework show types and lengths, explore options for additional attractions, and seek business sponsorship of the event.

13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with Perry Land Investments LLC. for the acquisition of a Right-of-Way along Old Airport Road

13.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Purchase Agreement with Steven George Smith for the acquisition of a Right-of-Way along Old Airport Road

Items 13.B. and 13.C. were discussed concurrently.

City Engineer Chris Trusty clarified that this is the final piece of property needed for the current phase south of Cory B. Wride Memorial Highway. The City anticipates purchasing four more properties for the portion of the extension on the north side of Wride Memorial Highway. He explained the timeline for various phases of the project and that obstacles to right-of-way purchases necessitated rerouting the road.

Discussion ensued regarding the planned road layout and clarification that the six-month time frame applies to warranties, not project completion.

15. ORDINANCE/PUBLIC HEARING

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 17 by Enacting Chapter 17.61 Land Use Compatibility with Military Use

Planning Director Brandon Larsen presented the item. Utah Code was recently amended to require notification to the State when development is planned within 5,000 feet of a designated military use. Camp Williams is identified as one of the specific military use locations. Upon receipt of a land use application, the City will notify the State of the request for properties without vested rights. The Department of Veterans and Military Affairs has 90 days to provide a written response to the City regarding compatibility. The provision applies to all land use applications. The City will inform applicants, distribute information over social media, and employ other methods to increase resident awareness of the requirement.

Councilmember Wright requested that the City create maps to provide residents and developers that indicate land that falls within the 5,000-foot area from Camp Williams that is subject to compatibility evaluation.

16. ORDINANCES

16.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Changing All Language Throughout the Code From City Administrator to City Manager

City Attorney Marcus Draper explained that this amendment would replace every instance of City Administrator in the Eagle Mountain Municipal Code with City Manager.

16.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings

Mr. Draper presented the item. In the most recent legislative session, the Utah Legislature enacted HB 36. Some of the changes enacted affect how political subdivisions must conduct electronic meetings. These changes are being proposed to bring the Eagle Mountain Municipal Code into accordance with State law.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the work session at 6:01 p.m.

7:00 P.M. POLICY SESSION

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Brad Hickman, Public Works Director; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Steve Mumford, Interim City Manager/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; and Elizabeth Fewkes, Recording Secretary.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:04 p.m.

5. PLEDGE OF ALLEGIANCE

Councilmember Gray led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:05 p.m.

Members of the Eagle Mountain Nature and Wildlife Alliance citizen group, Bettina Cameron, Marian Burningham, Kevin Burningham, and Shon Reed, recognized and thanked City current and former officials and staff members for their support, stewardship, efforts, and responsiveness in working with citizens to protect and preserve wildlife and their habitats. They are honored and grateful to be residents of Eagle Mountain. Other cities and states are considering implementing similar standards. Ms. Cameron invited the City Council and residents to participate in an Earth Day community cleanup

sponsored by Available Storage scheduled on April 22, 2024, at 6:00 p.m. at Pony Express Memorial Park at 4447 Major Street.

Nate Hughs, Bert Bradford, Wes Christensen, and Matt Cook from Wolverine Ventures, and Matt McAllister and Tim White from Mountainland Supply, presented material samples and examples of buildings that use the products. They explained the exterior material ratios for the elevations of the Mountainland Supply building site plan, listed as item 14.A. on the consent agenda, to demonstrate compliance with Municipal Code standards for metal usage as an accent.

Councilmember Clark suggested that the City volunteer to teach a class about City and community partnerships at a Utah League of Cities and Towns conference.

Mayor Westmoreland closed public comment at 7:27 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Gray

Councilmember Gray thanked the meeting participants and encouraged residents to attend the Earth Day cleanup at Pony Express Memorial Park on April 22nd.

Councilmember Wright

Councilmember Wright expressed gratitude to the Eagle Mountain Nature and Wildlife Alliance for representing the spirit of Eagle Mountain. He's grateful for the positive contributions of citizens.

Councilmember Wood

Councilmember Wood echoed gratitude to the meeting participants and staff for bringing to fruition the decisions made by the City Council. He acknowledged the Parks Department for the speed at which they secured the rodeo equipment and made other preparations for Pony Express Days and the Alliance for their endeavors to protect wildlife. He cares about the aesthetics of the City and is thankful for the willingness of efforts of applicants to work with the City to prevent blights.

Councilmember Burnham

Councilmember Burnham acknowledged the efforts of the Wildlife Alliance and committed to ongoing collaboration and support for their initiatives. She praised Mountainland Supply as a model for the type of partnerships the City seeks to establish with businesses.

Councilmember Clark

Councilmember Clark concurred with the sentiments expressed about the City's experiences with working with Mountainland Supply and Wolverine Ventures. She encouraged them to work with the City on other projects. She reminisced about her experiences working with the Wildlife Alliance and the impact of their passion on the City.

Mayor Westmoreland

Mayor Westmoreland voiced his support and appreciation for Mountainland Supply and the Wildlife Alliance and hopes that other entities will follow their examples in bettering the community and setting a high standard.

9. PROCLAMATION

9.A. PROCLAMATION – A Proclamation Declaring April as Wildlife Stewardship Month

MOTION: *Councilmember Gray moved to adopt a proclamation declaring April 2024 as Wildlife Stewardship Month. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

CONSENT AGENDA

10. BOND RELEASES

10.A. Pacific Springs Phase A, Plat 3 – Into Warranty

10.B. Parkway Fields Phase C, Plat 1 – Into Warranty

10.C. Parkway Fields Phase C, Plat 2 – Into Warranty

11. CHANGE ORDER

11.A. Change Order #1 – Codale Electric - Rodeo Arena Lights

12. MINUTES

12.A. April 2, 2024 Minutes – Regular City Council Meeting

13. RESOLUTION

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting Fireworks Restrictions within Eagle Mountain City

13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with Perry Land Investments LLC. for the acquisition of a Right-of-Way along Old Airport Road

13.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Purchase Agreement with Steven George Smith for the acquisition of a Right-of-Way along Old Airport Road

13.D. RESOLUTION – A Resolution of Eagle Mountain City, Utah Appointing Erin Hart as the Eagle Mountain City Treasurer

14. SITE PLAN

14.A. SITE PLAN – Mountainland Supply located at 800 East Split Rock Drive (County Parcel 51:756:0108 and Parcel 51:756:0109)

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

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

Chief Deputy Recorder Jody Bates administered the Oath of Office to City Treasurer Erin Hart.

SCHEDULED ITEMS

15. ORDINANCE/PUBLIC HEARING

- 15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 17 by Enacting Chapter 17.61 Land Use Compatibility with Military Use

Planning Director Brandon Larsen reviewed the item as presented during work session. Staff will ensure that a method is in place to notify applicants of the requirement during the approval process and to indicate on City maps areas that fall within the requirement.

The City generally receives responses within 24 hours of submission even though The Department of Veterans and Military Affairs has 90 days to respond. The process is likely to continue undergoing changes as it is implemented and utilized.

Mayor Westmoreland opened the public hearing at 7:46 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Title 17 by Enacting Chapter 17.61 Land Use Compatibility with Military Use. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

16. ORDINANCES

- 16.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Changing All Language Throughout the Code From City Administrator to City Manager

MOTION: *Councilmember Clark moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code changing all language throughout the*

Code from City Administrator to City Manager. Councilmember Wood seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

- 16.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings. Councilmember Clark seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

17. LEGISLATIVE ITEMS

- 17.A. UPDATE – Legislative Priorities List

This item was discussed during the work session following item 16.B.

Director of Legislative Affairs Cliff Strachan reviewed the progress on the legislative priorities list.

Councilmember Wright requested that Legislative Items and the update on the Legislative Priorities List be moved from the policy session to the work session portion of future City Council meetings. Councilmember Clark supported the request.

18. CITY COUNCIL/MAYOR'S BUSINESS

This item was discussed during the work session following item 17.A.

Councilmember Wood

Councilmember Wood suggested tasking the Parks and Recreation Advisory Board with identifying City parks and unimproved and improved open spaces and setting criteria to evaluate the status and maintenance needs of each area. He proposed having a staff member or consultant from the recruitment firm tasked with hiring a City Manager to attend City Council work sessions to report and receive direction.

Councilmember Clark

Councilmember Clark inquired about scheduling a meeting with Alpine School District Board Member Julie King to answer questions about the school district division.

Discussion ensued regarding an Interlocal Agreement.

Councilmember Gray

Councilmember Gray verified with staff that funds have been allocated but not budgeted to pave a portion of county road 8000 North near Wasatch Wing and Clay. He advocated for working with the County and the landowner to move forward with improvements, especially considering the regional significance and high use of the road.

The discussion considered the alignment of the road in relation to the expansion of Old Airport Road, the estimate for the improvements being double the \$250,000 allocation, consideration for the City to pave a portion of Harmony Way that connects to 8000 North, the possibility of future annexation, maintenance issues should the County move forward with installing gravel on the road and seeking Mountainland Association of Government (MAG) or other funding to assist with payment.

19. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Clark

Councilmember Clark stated that the Digital Literary Center will have a Grand Opening on April 25th at 2:00 p.m. at the Eagle Mountain Chamber of Commerce Office.

Councilmember Burnham

Councilmember Burnham said the Eagle Mountain Arts Alliance will be holding a writing workshop and offers a student discount and classes geared towards teen writers. They are working on repairing vandalized little libraries and desire to renew their agreement with the City. The Memorial Day program will take place at 10:00 a.m. that morning at Pony Express Memorial Cemetery.

Councilmember Wood

Councilmember Wood said he was unable to attend the Chamber of Commerce meeting but he received and reviewed their minutes and events calendar. He appreciates their efforts to support businesses and their longevity. Pony Express Events and staff picked up the recently purchased arena and continued preparations for the rodeo and derby. Tickets for the events are now available. The Queen contest will be held on Saturday beginning with horsemanship at the rodeo grounds at 10:00 a.m. followed by the pageant portion at City Hall.

Councilmember Wright

Councilmember Wright stated the Utah League of Cities and Towns (ULCT) conference is this weekend and several staff members and Councilmembers will be in attendance. The Planning Commission continues to perform admirably.

Councilmember Gray

Councilmember Gray suggested appointing an alternate board member to the Parks and Recreation Advisory Board to facilitate forming a quorum to be able to hold meetings. He invited the City Council to attend the Queen contest. He thanked staff for facilitating Council attendance at the ULCT conference.

20. COMMUNICATION ITEMS

20.A. UPDATE – Department Reports

This item was discussed during the work session following item 18.

Councilmember Gray asked to accompany the inspection of the Cedar Pass Ranch waterline to inform the inspector of his concerns.

City Engineer Chris Trusty said he would schedule a time with Councilmember Gray and the inspector to inspect the waterline.

20.B. UPDATE – Upcoming Agenda Items

21. ADJOURNMENT

MOTION: *Councilmember Clark moved to adjourn at 7:59 p.m. Councilmember Wright seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 7:59 p.m.

Approved by the City Council on May 7, 2023.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY COUNCIL SPECIAL SESSION MEETING MINUTES

April 23, 2024, 3:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

3:00 P.M. WORK SESSION - CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Alex Palacios, Finance Manager; Terrence Dela Pena, Finance/Management Analyst; Brandon Larsen, Planning Director; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager/Parks and Recreation Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Public Works Director; Michele Graves, Library Director; Eric McDowell, Chief Deputy and Bailey Ensign, Digital Communications Specialist.

1. DISCUSSION OF PROPOSED BUDGET

1.A. DISCUSSION – Proposed Budget

Mayor Westmoreland called the meeting to order at 3:06 p.m.

Kimberly Ruesch, Finance Director presented the item.

Capital Projects Fund for Fiscal Year 2025:

Administration:

- Land Acquisition City Hall Expansion - \$500,000
- Land Acquisition Alpine School District - \$1,150,000
- Land Acquisition for Firefly school site- \$2,500,000
- City Hall - \$900,000

Facilities:

- Public Works Yard Improvements - \$1,050,000

Parks:

- City Center Streetscapes - \$50,000
- SilverLake Amphitheater Improvements - \$50,000
- City Center Median Landscaping - \$500,000
- Nolen Park Improvements - \$80,000
- Rodeo Arena Lights and Equipment - \$80,000
- Ranches Trail – Pony Express Parkway to Cory B. Wride Memorial Highway - \$50,000
- Observatory Walden Park - \$262,914
- Recreational Trail – Regional - \$50,000
- Pony Express Regional Park Phase 1 - \$150,000
- Property Acquisition - \$1,000,000

Streets:

- Mid Valley Road Extension - \$4,529,554
- High T Intersection - Campus Drive/Ranches Parkway - \$1,700,000

Wastewater:

- Type 1 Tertiary Treatment - \$4,300,000
- Treatment Plant Expansion Phase 2 - \$700,000
- Holding Ponds - Repair Work - \$680,000
- Additional Fan Press and Conveyance - \$710,000
- Gravity Sewer Line Old Airport Road - \$1,000,000
- Drum Screen Replacement and Increase Capacity - \$20,000
- Land Acquisition - \$108,500

Water:

- Well 7 Unity Pass Phase 2 - \$300,000
- 2.5 MG Tank - City Center - \$640,000
- Upgrade Well 5 - \$500,000
- Hidden Canyon Distribution Line - \$125,000

One-Time Expenses for Fiscal Year 2025:

Cemetery:

- Storage Shed & Pad - \$10,000

Communications:

- Marketing Initiative - \$18,000

Events:

- Tuff Shed - \$10,000
- Ford Explorer - \$40,000

Facilities:

- Branding Update - office spaces and cubicle plaques - \$12,000

Library:

- Photo Copier - \$8,000

Parks:

- GIS Data Collection Unit - \$15,900
- Kubota Utility Vehicle - \$37,000
- 2 - 72" Brushcat mowing decks - \$16,000
- Branding Update - signs and public art project installation - \$296,650

Recorder's Office:

- Photo Copier - \$8,000

Recreation:

- Laser Grader - \$7,500

Senior Center:

- Van-15 Passenger - \$125,000

Streets:

- 72" Brushcat Mowing Deck - \$8,000
- 72" Sweeper Bucket (attachment to Skidsteer) - \$6,000
- Concrete Trailer - \$15,000
- Concrete/Asphalt Scarifier - \$12,000
- Mini Track Loader - \$33,000
- Hydraulic Breaker Attachment - \$9,000
- Dump Truck - Snow Plow and Salt Spreader - \$215,951

Storm Water:

- Metal Canopy - \$20,000

Wastewater:

- Finish fencing around the wastewater treatment plant - \$120,000
- Gearboxes and motors - \$93,612
- Trailer-mounted High Pressure Washer - \$30,000
- F-550 Truck - \$175,000

Water:

- PLC and Screen (Well #2) - \$20,000
- 5th Wheel Trailer - \$31,000
- 10-Wheeler Dump Truck - \$225,000

Water/Wastewater/Storm:

- Hydraulic Asphalt collar saw - \$60,000

Discussion about funding allocation requests and City Council direction to staff:

- Public facilities land acquisition and concept design funding;
- Direction to consolidate funds for public safety and City Hall land acquisition;
- Master Facilities Plan progress and timeline;
- Plans and funding for park, amphitheater, and observatory maintenance and upgrades;
- The scope of the public works yard improvements;
- Improvements and amenities for the SilverLake Amphitheater such as adding bathroom and storage facilities, to enhance usability until a new one can be built;
- The timetable and scale of improvements to Nolan Park, including filling holes in the grass, adding playground equipment and amenities, and improving programming;
- Updates to Municipal Code to make asphalt the standard material for trail surfaces;
- Improving the rodeo arena, providing storage for infrequently used large items, and reusing the light poles scheduled for replacement;
- Designation of a future location for the rodeo grounds before determining temporary improvements;
- Pony Express Parkway and Eagle Mountain Boulevard roundabout removal using sales taxes to be reimbursed by Mountainland Association of Government (MAG);
- Budget shortfall for the Type 1 Tertiary Treatment line item and consideration of using a bond refund or other bond resources to fully fund the project;
- Status and funding allocation for the connection of Old Airport Road to the Lone Tree subdivision;
- Establishment of park and ride locations;
- Direction to increase the City allocation from \$250,000 to \$500,000, seek MAG funding, and work with the County to pave and provide connectivity to 8000 North;
- Direction to finalize the alignment for 8000 North, modify the Future Land Use and Transportation Plan accordingly, and work with landowners to secure right-of-way;
- State funding and a State Road designation for Mid Valley Road;
- Cemetery equipment use and storage; anticipated staffing, future phases, and maintenance increases resulting from growth; and continuing evaluation to ensure that fees meet expenses;
- Departmental use and the condition of City utility vehicles and future needs in relation to the variance in annual maintenance standards for open space and parks;
- The approximately \$300,000 already invested in the new City website and rebranding and the next phase planned for the fiscal year, particularly the \$100,000 allotment to the public art component;

- The understanding of the previous Councilmembers of what was contemplated in the phasing and full rebranding for the City; and
- Direction to staff to present the plan for the individual phases and full rebranding plan during a future meeting.

Mayor Westmoreland recessed the meeting at 4:44 p.m.

4:30 P.M. SPECIAL CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Jared Gray, Rich Wood, and Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Interim City Manager; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Brandon Larsen, Planning Director; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; and Eric McDowell, Chief Deputy.

2. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 4:53 p.m.

Councilmember Burnham led the Pledge of Allegiance.

3. ORDINANCE/PUBLIC HEARING

- 3.A. ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 15.95 International Code and 16.60 Building Permits.

Items 3.A. and 4.A. were presented and discussed concurrently.

Planning Director Brandon Larsen presented a proposal to update Eagle Mountain Municipal Code 15.95 and 16.60, related to the International Fire Code, International Building Code, and building permits. Although the City has enforced the International Building Codes adopted by the State of Utah, it should be clarified in Municipal Code which codes are being enforced. This gives the City extra points towards better fire insurance rates for residents and businesses. The codes also need to be updated to align with State Code related to construction timing and building permits. This proposal also deals with information related to building permit fee calculations.

Staff proposes simplifying Municipal Code standards through:

- Reference to the adoption of the State Construction and Fire Code, rather than listing out every international code
- Reference to the adoption of current codes
- Reference to current building permit fees in the Consolidated Fee Schedule
- Reference to the current Building Valuation Data (BVD) table for building permit fee calculation
- Reference to current International Fire Code Appendices

Staff proposes improving clarity on the following standards:

- Building permit site plan requirements
- Owner/builder or sole owner of property situations

- The signing and stamping of plans by engineers
- When a certificate of occupancy can be issued

Discussion explained that the specification for a structural engineer is being amended to engineer in EMMC 16.60.040(7) to align with State Code requirements and due to Utah having a professional rather than structural engineering license.

Councilmember Wood suggested adding a requirement that a map with a pin indicating the proposed building location be submitted with building permit applications to assist in assessing potential conflicts of surrounding uses. He recommended that the geotechnical report include a soil stability test and a reference requiring approval from the Department of Veterans and Military Affairs for projects within 5,000 feet of Camp Williams.

Mayor Westmoreland opened the public hearing at 5:13 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapters 15.95 International Code and 16.60 Building Permits with the following changes:*

1. *Include a reference to the requirements in EMMC 17.61 Land Use Compatibility with Military Use to EMMC 16.60;*
2. *Amend EMMC 16.60.040 to require a map indicating the location of the site for the building permit; and*
3. *Add the requirement for a soil stability test to EMMC 16.60.040(8).*

Councilmember Wright seconded the motion.

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

4. LEGISLATIVE ITEMS

- 4.A. RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah Amending Eagle Mountain City's Consolidated Fee Schedule for Building Permit Fees

Mr. Larsen presented a proposal to update the Building Permit Fee table. He suggested updates to the Total Valuation and Fee columns and recommended adding a new note stating that the current International Building Code's Building Valuation Data (BVD) table will be used to generate building permit fees. This change aims to simplify the calculation of building permit fees as the City transitions to the OpenGov electronic permitting system.

Discussion ensued regarding the total valuation calculation and verified the correct numbers for the permit fee schedule.

Mayor Westmoreland opened the public hearing at 5:15 p.m. As there were no comments, he closed the hearing.

MOTION: *Councilmember Wood moved to approve a resolution of Eagle Mountain City, Utah amending Eagle Mountain City's Consolidated Fee Schedule for building permit fees. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

20. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 5:16 p.m. Councilmember Burnham seconded the motion.*

Donna Burnham	Yes
Melissa Clark	Yes
Jared Gray	Yes
Rich Wood	Yes
Brett Wright	Yes

The motion passed with a unanimous vote.

The meeting was adjourned at 5:16 p.m.

Approved by the City Council on May 7, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	PRELIMINARY PLAT/SITE PLAN- Oquirrh Mountain Ranch LDS Church, located off 7000 N Pony Express Parkway and the continuation of E Oquirrh Mountain Parkway (Parcel #58:048:0077 and #58:048:0078)		
ITEM TYPE:	Preliminary Plat & Site Plan		
FISCAL IMPACT:			
APPLICANT:	Evans & Associates		
GENERAL PLAN DESIGNATION Neighborhood Residential One	CURRENT ZONE SFD Cluster	ACREAGE 4.85	COMMUNITY Oquirrh Mountain Ranch
PUBLIC HEARING: Yes PREPARED BY: Caden Lyon, Planning PRESENTED BY: Caden Lyon	RECOMMENDATION: Staff recommends the City Council approve the Preliminary Plat and Site Plan of the Oquirrh Mountain Ranch and Eagle Mountain, UT, Central Stake Church located off of 7000 N Pony Express Parkway and the continuation of E Oquirrh Mountain Parkway (Parcel #58:048:0077 and #58:048:0078). BACKGROUND: Chad Spencer with EA Architects requests City Council approval of a site plan/preliminary plat application for the continuation of Oquirrh Mountain Ranch Parkway and the Eagle Mountain UT Central Stake Center of the Church of Jesus Christ of Latter-day Saints (LDS Church). The lot is located at the parcel number listed above and contains 4.85 acres. The LDS Church has owned the property since 2009. The site is flanked by a major road on the west, namely Pony Express Parkway, with the Oquirrh Mountain Ranch subdivision on the west side of the road. Surrounding uses are single-family residences, and Religious or Cultural Meeting Halls are Special Uses in a residential zone. The site plan contains the main building, a storage building, and a pavilion. ITEMS FOR CONSIDERATION: Originally, staff found the height of the building was 71.5 ft. which exceeded the maximum 70 ft. height standard for this use according to EMMC 17.75.052B. But this item was corrected and now reflects a 70 ft. height for the structure.		

REQUIRED FINDINGS:

As a Special Use, Religious or Cultural Meeting Halls are to meet the following use-specific standards in addition to the general standards regarding lighting, parking, landscaping, etc.: 17.75.052 Religious or Cultural Meeting Hall. *The main structure height shall not exceed 35 feet. Non-habitable ancillary structures such as steeples or other similar structures that are generally located on the roof of a religious or cultural meeting hall may extend to a maximum overall height of 70 feet.* The proposed site plan meets all EMMC site development standards.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a positive recommendation to the City Council regarding the approval of the Preliminary Plat and Site Plan of the Oquirrh Mountain Ranch and Eagle Mountain, UT, Central Stake Church located off of 7000 N Pony Express Parkway and the continuation of E Oquirrh Mountain Parkway with a vote of 5-0.

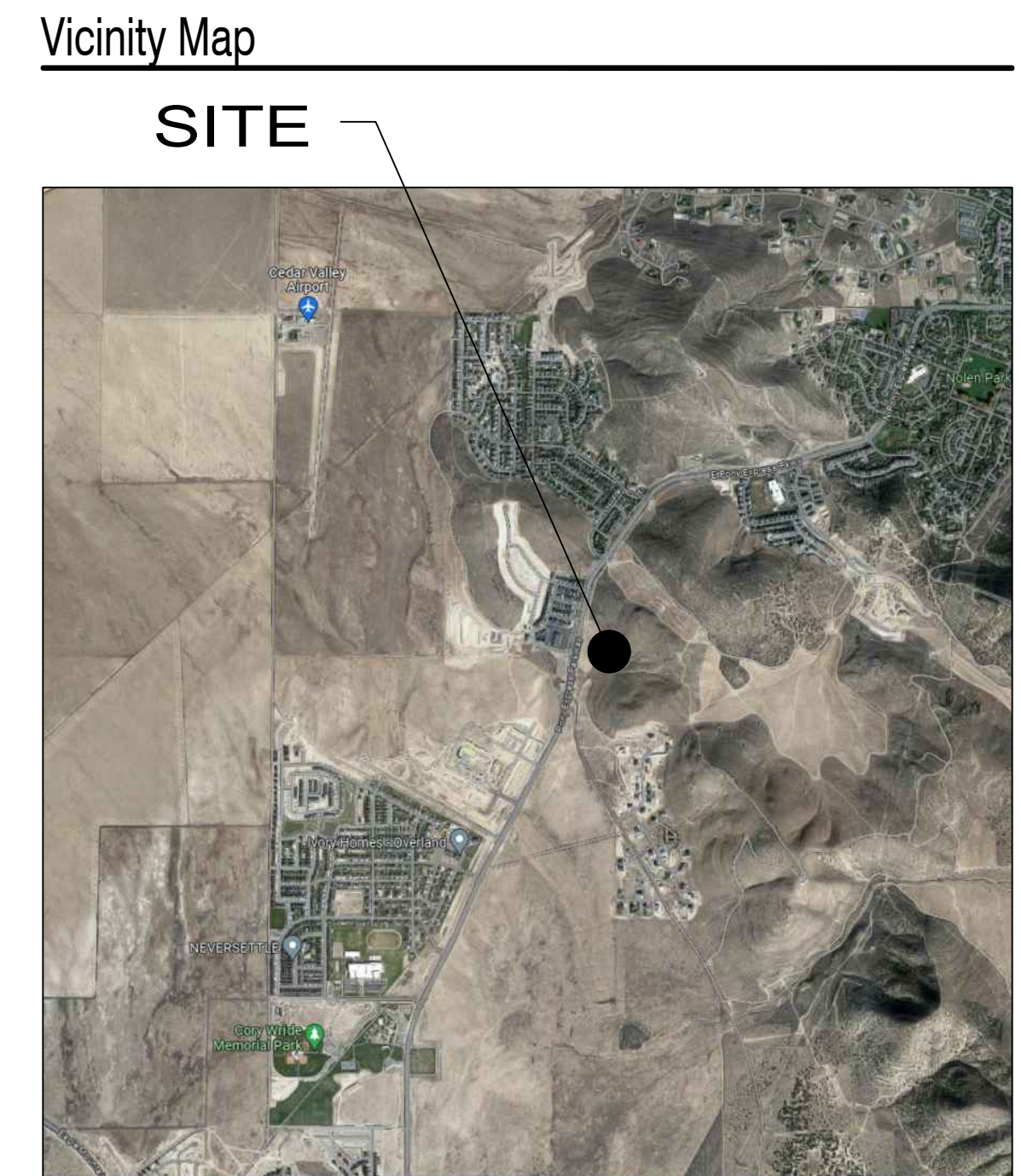
ATTACHMENTS:

[Oquirrh Mountain Ranch Site Drawings](#)
[Site Elevations - updated](#)

A New Meetinghouse for:

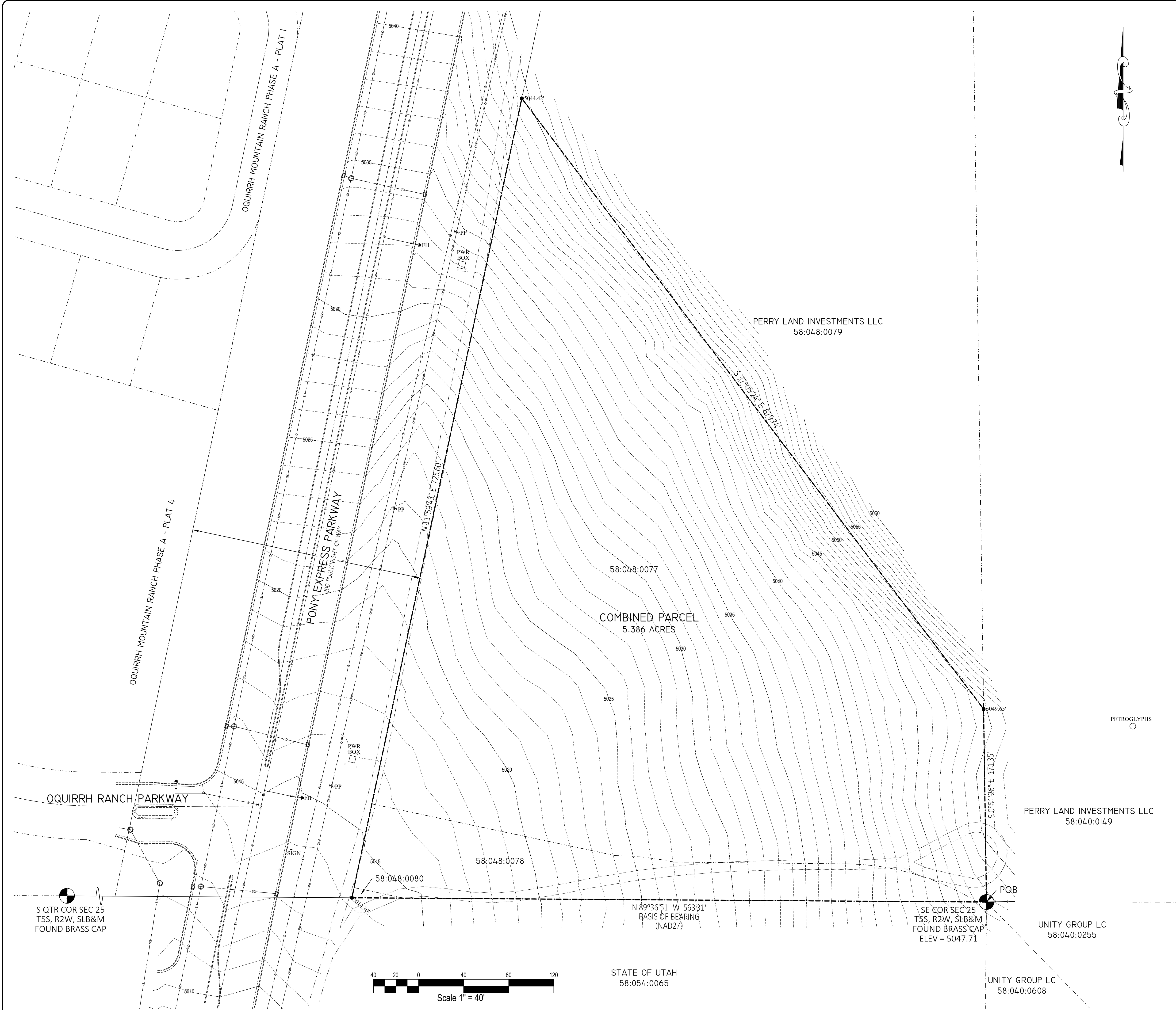
**Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake**

Consultant	Consultant Name	Address		Contact	Phone	Fax	E-mail
ARCHITECT:	Evans & Associates Architecture	11576 South State Street #103B	Draper, Utah 84020	Chad Spencer	(801) 553-8272	(801) 553-8273	<i>chad@studio-ea.com</i>
CIVIL ENGINEER:	Excel Engineering, Inc.	12 West 100 North #201	American Fork, Utah 84003	David Peterson	(801) 756-4504	(801) 756-4511	<i>david@excelcivil.com</i>
LANDSCAPE ARCHITECT:	In Site Design Group	17 North 470 West	American Fork, Utah 84003	Darren Wilson	(801) 756-5043	(801) 756-5279	<i>darren@isdgllc.com</i>
ELECTRICAL ENGINEER:	Envision Engineering	240 East Morris Avenue, Suite 200	Salt Lake City, Utah 84115	Scott Kingery	(801) 534-1130	(801) 534-1080	<i>skingery@envisioneng.com</i>



DRAWING INDEX			
General		Landscaping	
G101	Cover Sheet	LS100	Dimension Plan
Site Development			
1 of 1	Survey	LS101	Dimension Plan
C001	Context Site Plan	LS200	Planting Plan
C201	Grading and Drainage Plan North	LS201	Planting Plan
C202	Grading and Drainage Plan South	LS202	Landscape Legend and Notes
C203	Utility Plan	LS300	Irrigation Design
C203	Erosion Control Plan	LS301	Irrigation Plan
C204	Oquirrh Ranch Parkway Plan/Profile	LS400	Planting Details
C205	Oquirrh Ranch Parkway Plan/Profile	LS500	Irrigation Details
C206	Erosion Control Plan	LS501	Irrigation Details
C207	Stormtech Details	Architectural A201	Building Elevations
C301	Electrical Site Plan	A202	Building Elevations
C302	Electrical Site Illumination Plan		
C303	Electrical Site Plan Details		
C401	Architectural Site Plan		
C411	Enlarged Architectural Site Plans		
C412	Enlarged Architectural Site Plans		
C413	Enlarged Architectural Site Plans		
C414	Enlarged Architectural Site Plans		
C415	Enlarged Architectural Site Plans		
C501	Site Details		
C502	Site Details		
C503	Site Details		
C504	Site Details		
C511	Stair Sections		
C811	Pavilion Plans Views		
C812	Pavilion Plan Views		
C813	Pavilion Section and Detail Views		
C814	Pavilion Roof Views and Details		
ST101	Storage Building		

		evans + associates architecture 11576 south state street, suite 103b, draper, utah 84020 phone 801-553-8272 fax 801-553-8273															
Stamp 																	
A New Building for Oquirrh Mountain Ranch & Eagle Mountain UT Central Stake		7062 North Pony Express Parkway Eagle Mountain, Utah 84005															
Project for: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS																	
<table border="1"><thead><tr><th colspan="2">Revisions</th></tr><tr><th>Mark</th><th>Description</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table>		Revisions		Mark	Description												
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Mark	Description																
Project Number 23-84																	
Plan Series Heritage 23-2																	
Property Number 500-3627-22010101																	
Date August 30, 2023																	
Sheet Title COVER SHEET																	
Sheet G101																	



COMBINED DESCRIPTION

Beginning at the Southeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence North 89°36'51" West along section line 563.31 feet; thence North 11°59'43" East along the easterly right-of-way line of Pony Express Parkway 725.60 feet; thence South 37°05'24" East 679.74 feet; thence South 00°51'26" East along section line 171.35 feet to the point of beginning.
Area = 5.386 Acres

RECORD DESCRIPTIONS

Parcel 58:048:0077
Beginning at the Southeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence North 89°36'41" West along section line 8.14 feet; thence along the arc of a 227.00 foot radius non-tangent curve to the left 123.12 feet through a central angle of 31°04'32" (chord bears North 73°50'57" West 121.61 feet); thence North 89°23'13" West 152.70 feet; thence along the arc of a 262.00 foot radius curve to the left 52.05 feet through a central angle of 11°22'56" (chord bears North 83°41'45" West 51.96 feet); thence North 78°00'17" West 221.13 feet; thence North 11°59'43" East along the easterly right-of-way line of Pony Express Parkway 640.43 feet; thence South 37°05'14" East 679.81 feet; thence South 00°51'16" East 171.35 feet to the point of beginning.

Parcel 58:048:0078
Beginning at a point located North 89°36'41" West along section line 8.14 feet from the Southeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence North 89°36'41" West along section line 509.34 feet; thence North 78°00'17" West 44.90 feet; thence North 11°59'43" East along the easterly right-of-way line of Pony Express Parkway 76.00 feet; thence South 78°00'17" East 221.13 feet; thence along the arc of a 262.00 foot radius curve to the right 52.05 feet through a central angle of 11°22'56" (chord bears South 83°41'45" East 51.96 feet); thence South 89°23'13" East 152.70 feet; thence along the arc of a 227.00 foot radius non-tangent curve to the right 123.12 feet through a central angle of 31°04'32" (chord bears South 73°50'57" East 121.61 feet) to the point of beginning.

Parcel 58:048:0080
Commencing North 3.48 feet and West 517.34 feet from the Southeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base & Meridian; running thence North 89°36'51" West 45.96 feet; thence North 11°59'43" East 9.25 feet; thence South 78°00'17" East 45.02 feet to the point of beginning.

SURVEYOR'S NARRATIVE

The Basis of Bearing for this survey is North 89°36'51" West along Section Line from the Southeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian to the South Quarter Corner of said Section 25. Both monuments were located as shown on county tie sheets. This Basis of Bearing (NAD27) was chosen as it matched the description of parcel 58:048:0080 as well as the subdivisions (Oquirrh Mountain Ranch) located west of Pony Express Parkway. Matching the westerly subdivision definitions helps define the 206 foot road right-of-way. The descriptions of parcels 58:048:0077 and 58:048:0078 have been rotated 0°00'10" to match the Basis of Bearing. The purpose of this survey was to determine an overall boundary and locate existing improvements to facilitate the design of future improvements.

SURVEYOR'S CERTIFICATION

I Aaron D. Thomas, do hereby certify that I am a Professional Land Surveyor, licensed to practice in the State of Utah, holding license number 6418780, and that in August 2023, I made a survey of the property described on this plat.
This survey was made in conformity with generally accepted local surveying practices. It does not guarantee title to the lines set, nor purport to show all easements of record nor is it proof of ownership.

PROFESSIONAL LAND SURVEYOR

No. 6418780

AARON D. THOMAS

8/2/23

STATE OF UTAH

PLAT LEGEND

---	BOUNDARY
---	TITLE LINES
---	CENTERLINE ROAD
---	CONCRETE
---	FENCE LINE
---	SANITARY SEWER
---	STORM DRAIN
---	WATER LINE
---	POWER LINE
---	GAS LINE
---	CONTOUR LINE

VICINITY MAP

BOUNDARY & TOPOGRAPHIC SURVEY

ADDRESS +/- OQUIRRH MOUNTAIN PARKWAY & PONY EXPRESS PARKWAY

CITY: EAGLE MOUNTAIN COUNTY: UTAH STATE: UTAH

SURVEYOR:

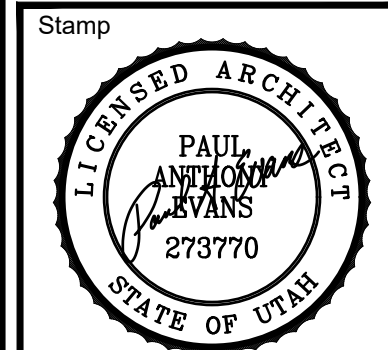
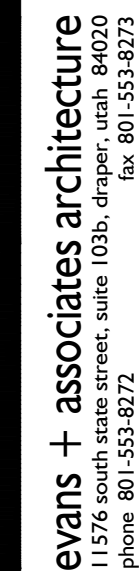
AZTEC

ENGINEERING

732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

CLIENT:

THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS.
A UTAH CORPORATION SOLE



A New Building for
Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake

Project for:

**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

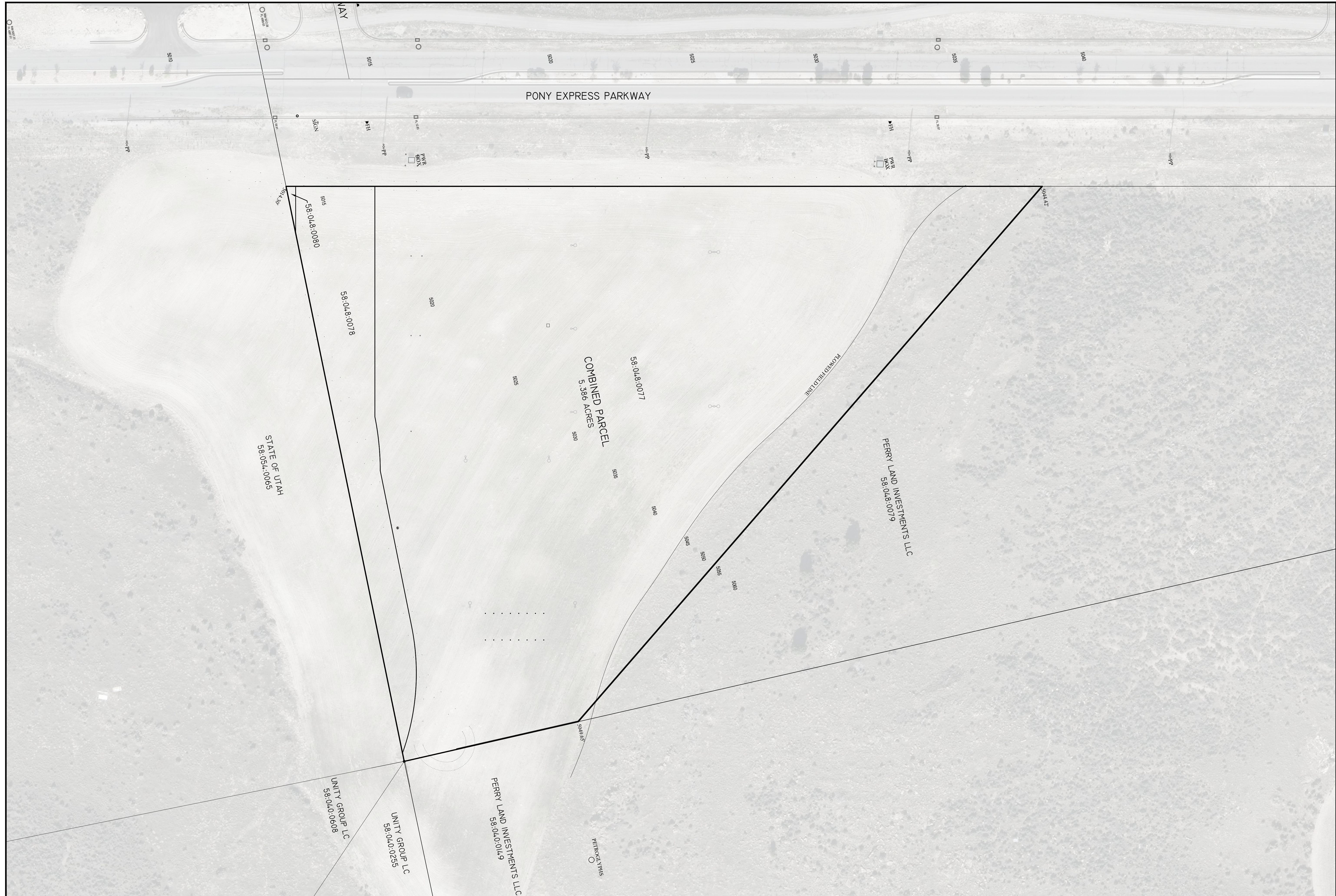
Revisions		
Mark	Date	Description

Project Number 23-84
Plan Series Heritage 23-2
Property Number 500-3627-22010101
Date August 30, 2023

Sheet Title

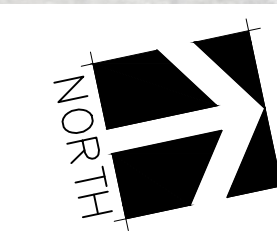
CONTEXT SITE PLAN

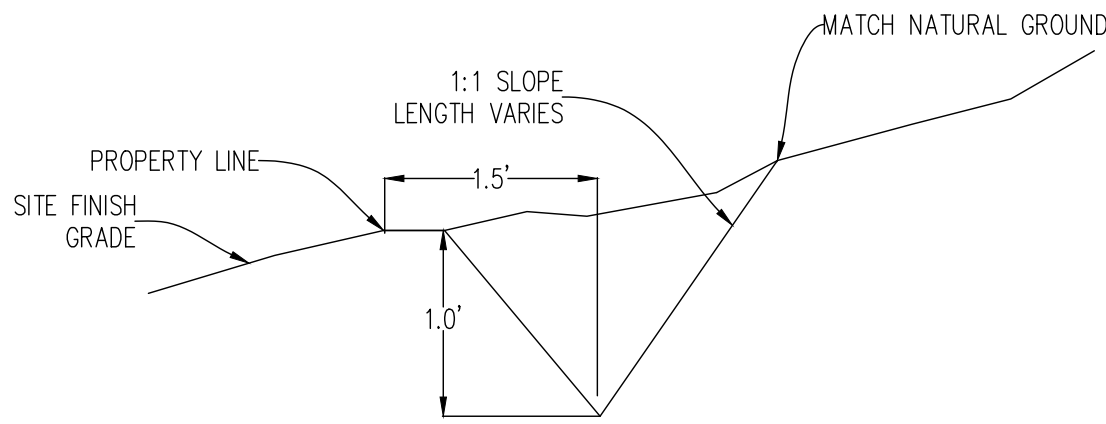
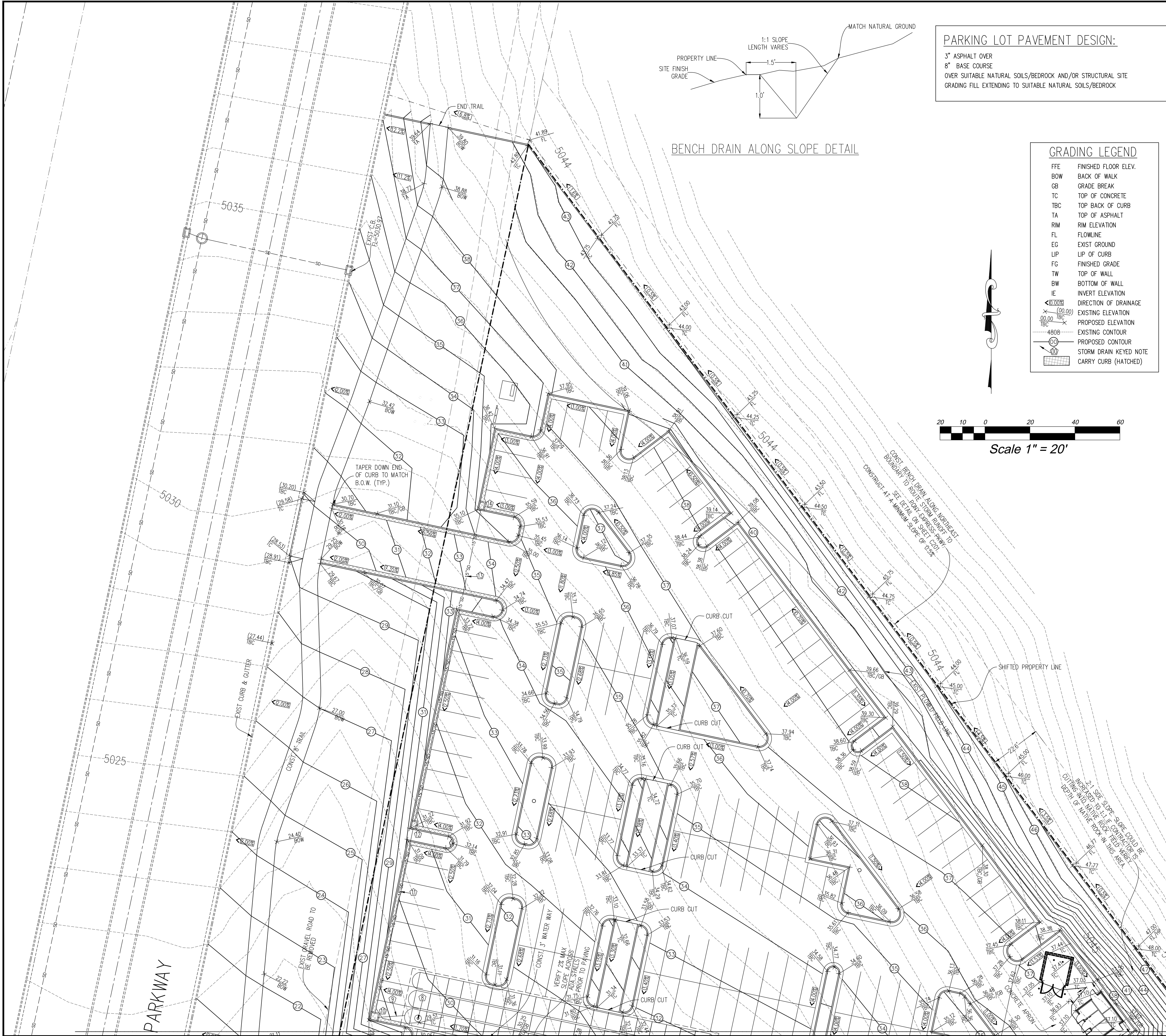
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C001



CONTEXT SITE PLAN

SCALE: 1" = 40'-0"





BENCH DRAIN ALONG SLOPE DETAIL

PARKING LOT PAVEMENT DESIGN:

3" ASPHALT OVER
8" BASE COURSE
OVER SUITABLE NATURAL SOILS/BEDROCK AND/OR STRUCTURAL SITE
GRADING FILL EXTENDING TO SUITABLE NATURAL SOILS/BEDROCK

GRADING LEGEND

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
RIM	RIM ELEVATION
FL	FLOWLINE
EG	EXIST GROUND
LIP	LIP OF CURB
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
IE	INVERT ELEVATION
<0.00%	DIRECTION OF DRAINAGE
X (00.00)	EXISTING ELEVATION
00.00 TBC	PROPOSED ELEVATION
-4809	EXISTING CONTOUR
50	PROPOSED CONTOUR
10	STORM DRAIN KEYED NOTE
10	CARRY CURB (HATCHED)



Scale 1" = 20'

STORM DRAIN KEYED NOTES

1. CONNECT TO EXIST CATCH BASIN, EXIST GRATE=5012.59, PROPOSED 15" IE IN=5009.91, EXIST 15" IE OUT=5009.91
2. CONST. 43.4 L.F. 15" RCP @ S=0.5%
3. CONST. DOUBLE 2'X3' CATCH BASIN (NO FACE INLET) PLACED FOR FUTURE ROAD WIDENING, TBC=5013.65, GRATE=5013.15, 15" IE THRU=5010.13
4. CONST. 40.0 L.F. 15" RCP @ S=0.4%
5. CONST. DOUBLE 2'X3' CATCH BASIN (NO FACE INLET), TBC=5013.65, GRATE=5013.15, 15" IE OUT=5010.29
6. CONST. STORMTECH UNDERGROUND STORAGE SYSTEM WITH (60) MC-7200 CHAMBERS W/ (6) END CAPS. INSTALL 9" OF STONE BETWEEN CHAMBERS, 12" ABOVE CHAMBERS AND 9" OF STONE UNDER SYSTEM. SYSTEM STORES 16,730 CUBIC FEET. TOP OF GRAVEL=5028.00, TOP OF CHAMBERS=5027.00, 15" IE INTO CHAMBERS=5024.73, BOTTOM OF CHAMBERS=5022.00, BOTTOM OF GRAVEL=5021.25. INSTALL PER STORMTECH STANDARD DETAILS AND SPECIFICATIONS. OTHER STORM WATER CHAMBERS ARE ALLOWED; HOWEVER, THEY ARE TO BE SUBMITTED TO EXCEL ENGINEERING TO BE REVIEWED, AND FOUND TO COMPLY WITH ALL PERTINENT DESIGN PARAMETERS PRIOR TO APPROVAL AND INSTALLATION.
7. CONST. ISOLATOR ROW
8. CONST. INSPECTION PORT
9. CONST. 12.1 L.F. 15" ADS HP STORM PIPE @ S=4.6%
10. CONST. 3'X3' CATCH BASIN (NO FACE INLET) W/ SNOOT TYP 18" OVER OUTLET, TBC=5029.04, GRATE=5028.54, 15" IE THRU=5025.29, BOTTOM OF BOX=5022.16
11. CONST. 84.0 L.F. 15" ADS HP STORM PIPE @ S=2.6%
12. CONST. 2'X3' CATCH BASIN (NO FACE INLET), TBC=5031.22, GRATE=5030.72, 15" IE THRU=5027.47
13. CONST. 142.0 L.F. 15" ADS HP STORM PIPE @ S=2.1%
14. CONST. 2'X3' CATCH BASIN (NO FACE INLET), TBC=5035.10, GRATE=5034.60, 15" IE OUT=5030.45
15. CONST. 48.3 L.F. 15" ADS HP STORM PIPE @ S=2.1%
16. CONST. 3'X3' CATCH BASIN W/ SNOOT TYPE 18" OVER OUTLET, RIM=5031.73, 15" IE THRU=5025.74, BOTTOM OF BOX=5022.61
17. CONST. 20.8 L.F. 15" ADS HP STORM PIPE @ S=0.7%
18. CONST. 2'X3' CATCH BASIN (NO FACE INLET), TBC=5031.18, GRATE=5030.68, 15" IE THRU=5025.89
19. CONST. 84.0 L.F. 15" ADS HP STORM PIPE @ S=0.8%
20. CONST. 2'X3' CATCH BASIN (NO FACE INLET), TBC=5030.74, GRATE=5030.24, 8" IE IN=5026.60, 15" IE OUT=5026.60
21. CONST. 48.0 L.F. 15" ADS HP STORM PIPE @ S=0.2%
22. CONST. 2'X3' CATCH BASIN (NO FACE INLET), TBC=5032.83, GRATE=5032.33, 15" IE THRU=5025.99
23. CONST. 51.6 L.F. 15" ADS HP STORM PIPE @ S=0.2%
24. CONST. 2'X3' CATCH BASIN (NO FACE INLET), TBC=5031.39, GRATE=5030.89, 15" IE THRU=5026.09
25. CONST. 102.9 L.F. 15" ADS HP STORM PIPE @ S=0.2%
26. CONST. 2'X3' CATCH BASIN (NO FACE INLET), TBC=5029.55, GRATE=5029.05, 8" IE IN=5026.30, 15" IE OUT=5026.30
27. CONST. 42.9 L.F. 8" ADS N-12 PIPE @ S=0.7%
28. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5029.75, BASE OF GRATE=5029.50, 8" IE THRU=5026.59
29. CONST. 63.0 L.F. 8" ADS N-12 PIPE @ S=0.7%
30. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5030.50, BASE OF GRATE=5030.25, 8" IE THRU=5027.02
31. CONST. 80.2 L.F. 8" ADS N-12 PIPE @ S=0.7%
32. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5030.50, BASE OF GRATE=5030.25, 8" IE THRU=5027.56
33. CONST. 64.6 L.F. 8" ADS N-12 PIPE @ S=0.7%
34. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5030.50, BASE OF GRATE=5030.25, 8" IE OUT=5028.00
35. CONST. 46.3 L.F. 8" ADS N-12 PIPE @ S=2.5%
36. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5030.50, BASE OF GRATE=5030.25, 8" IE OUT=5027.75
37. CONST. 15.5 L.F. 8" ADS N-12 PIPE @ S=1.0%
38. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5030.50, BASE OF GRATE=5030.25, 8" IE OUT=5028.25
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41. CONST. 69.7 L.F. 8" ADS N-12 PIPE @ S=0.9%
42. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5030.50, BASE OF GRATE=5030.25, 8" IE THRU=5027.25
43. CONST. 53.9 L.F. 8" ADS N-12 PIPE @ S=0.9%
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46. CONST. 10" NYLOPLAST DRAIN BASIN WITH BLACK DOMED GRATE*, TOP OF MULCH=5030.50, BASE OF GRATE=5030.25, 8" IE THRU=5027.38
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49. CONST. 6" ADS @ S=1% MIN. CONNECT TO DRAIN BASIN OR INTO PIPE WITH INSERTA TEE (SEE PLAN VIEW)
50. CONST. DOWNSPOUT COLLECTION BOX, SEE DETAIL A/C503
51. CONST. 4" PERFORATED ADS PIPE PLACED AT THE BOTTOM & BEHIND LOWEST ROW OF BLOCK (SEE KEYSTONE BLOCK WALL DESIGN REPORT)
52. 4" PERFORATED PIPE TO CROSS UNDER WALL & TRANSITION TO A SOLD 4" PIPE
53. CONST. 4" SOLID ADS PIPE THAT CONNECTS INTO 2'X2' SUMP BOX
54. 4" PERFORATED PIPE TO CROSS UNDER UPPER WALL AND CONNECT INTO 4" PERFORATED PIPE FOR LOWER WALL
55. CONST. 2'X2' SUMP BOX W/ NO CONCRETE BOTTOM (BOTTOM OF BOX TO DRAIN DIRECTLY INTO GRAVEL), 2" OF GRAVEL TO BE INSTALLED AROUND AND UNDER SUMP BOX. WRAP ENTIRE IN FILTER FABRIC, VOLUME OF GRAVEL IN FILTER FABRIC, GRATE=5018.00, TOP OF GRAVEL=5016.00, 4" IE IN=5015.00, BOTTOM OF BOX SIDES=5014.00, BOTTOM OF GRAVEL=5012.00
56. CONST. 8.7 L.F. 15" ADS HP STORM PIPE @ S=33%
57. CONST. FLARED-END SECTION, FL=5013.0, INSTALL COBBLE RIP-RAP AROUND FLARED-END SECTION.

*YARD DRAIN INLET PROTECTION NOTE: SEE DETAIL B/C503

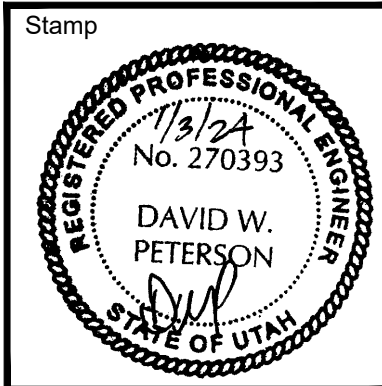
BENCH MARK

SOUTHEAST CORNER,
SEC 25, T5S, R2W,
SLB&M, (FOUND BRASS CAP)
BENCHMARK ELEV = 5047.71



Know what's below.
Call before you dig.

MATCHLINE - SEE SHEET C202



A New Building for
**Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake**
7002 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

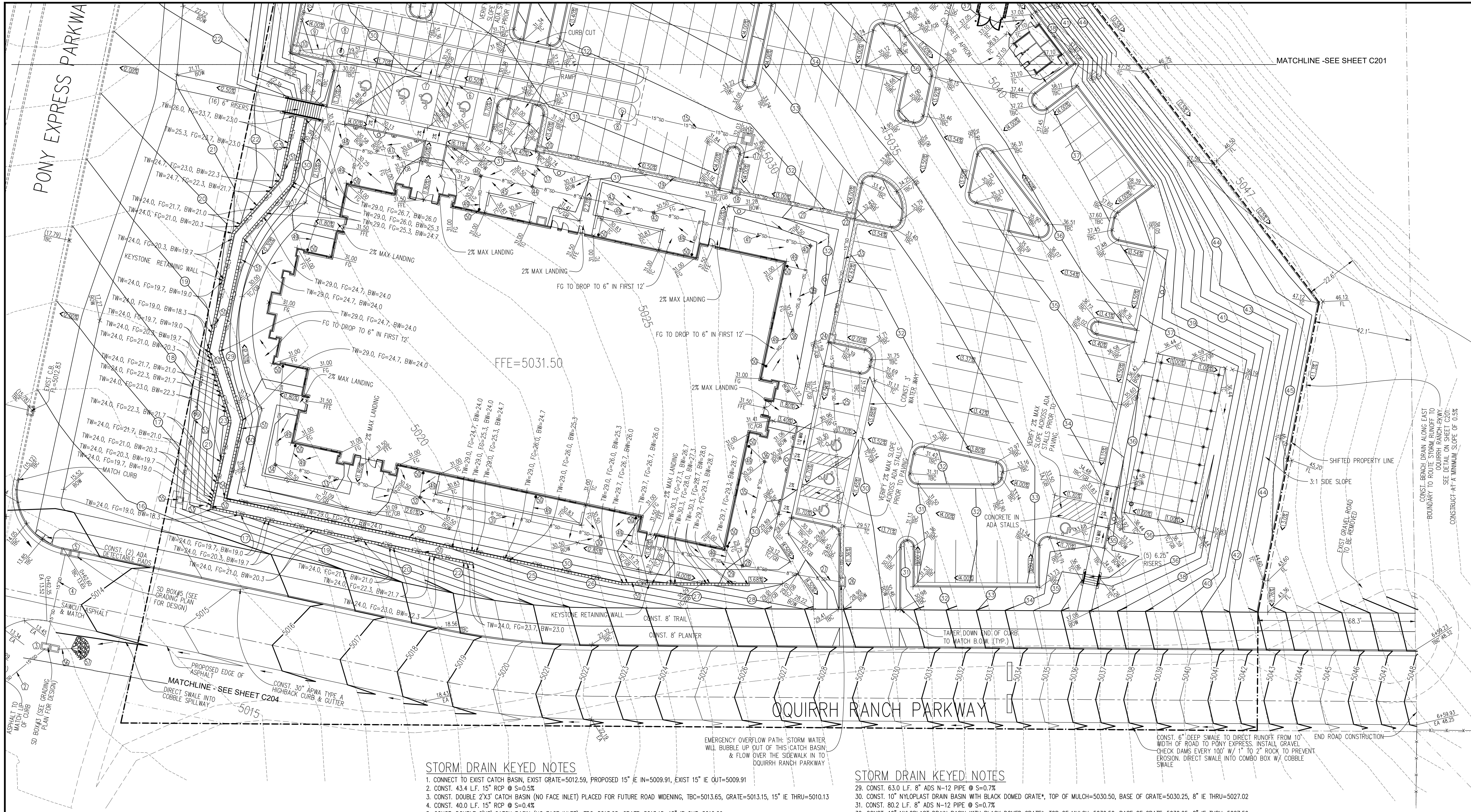
Revisions	Description
Mark	Date

Project Number
23-84
Plan Series
Heritage 23-2
Property Number
500-3627-22010101
Date
August 30, 2023

Sheet Title

GRADING &
DRAINAGE PLAN
NORTH

Sheet
C201



MATCHLINE -SEE SHEET C201

GRADING LEGEND

- FFE FINISHED FLOOR ELEV.
- BOW BACK OF WALK
- GB GRADE BREAK
- TC TOP OF CONCRETE
- TBC TOP BACK OF CURB
- TA TOP OF ASPHALT
- RIM RIM ELEVATION
- FL FLOWLINE
- EG EXIST GROUND
- LIP LIP OF CURB
- FG FINISHED GRADE
- TW TOP OF WALL
- BW BOTTOM OF WALL
- IE INVERT ELEVATION
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- EXISTING ELEVATION
- PROPOSED ELEVATION
- EXISTING CONTOUR
- PROPOSED CONTOUR
- STORM DRAIN KEYED NOTE
- CARRY CURB (HATCHED)

PARKING LOT PAVEMENT DESIGN:

- 3" ASPHALT OVER
- 8" BASE COURSE
- OVER SUITABLE NATURAL SOILS/BEDROCK AND/OR STRUCTURAL SITE
- GRADING FILL EXTENDING TO SUITABLE NATURAL SOILS/BEDROCK

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STORM DRAIN KEYED NOTES

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 47. CONST. 62.1 L.F. 8" ADS N-12 PIPE @ S=1.0%
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 49. CONST. 6" ADS @ S=1% MIN. CONNECT TO DRAIN BASIN OR INTO PIPE WITH INSERTA TEE (SEE PLAN VIEW)
 50. CONST. DOWNSPOUT COLLECTION BOX, SEE DETAIL A/C503
 51. CONST. 4" PERFORATED ADS PIPE PLACED AT THE BOTTOM & BEHIND LOWEST ROW OF BLOCK (SEE KEYSTONE BLOCK WALL DESIGN REPORT)
 52. 4" PERFORATED PIPE TO CROSS UNDER WALL & TRANSITION TO A SOLID 4" PIPE
 53. CONST. 4" SOLID ADS PIPE THAT CONNECTS INTO 2'X2' SUMP BOX
 54. 4" PERFORATED PIPE TO CROSS UNDER UPPER WALL AND CONNECT INTO 4" PERFORATED PIPE FOR LOWER WALL
 55. CONST. 2'X2' SUMP BOX W/ NO CONCRETE BOTTOM (BOTTOM OF BOX TO DRAIN DIRECTLY INTO GRAVEL), 2" OF GRAVEL TO BE INSTALLED AROUND AND UNDER SUMP BOX. WRAP ENTIRE VOLUME OF GRAVEL IN FILTER FABRIC, GRATE=5018.00, TOP OF GRAVEL=5016.00, 4" IE IN=5015.00, BOTTOM OF BOX SIDES=5014.00, BOTTOM OF GRAVEL=5012.00
 56. CONST. 8.7 L.F. 15" ADS HP STORM PIPE @ S=33%
 57. CONST. FLARED-END SECTION, FL=5013.0, INSTALL COBBLE RIP-RAP AROUND FLARED-END SECTION.
- *YARD DRAIN INLET PROTECTION NOTE: SEE DETAIL B/C503

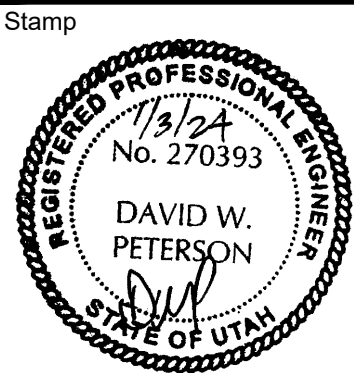


Scale 1" = 20'



BENCH MARK

SOUTHEAST CORNER,
SEC 25, T5S, R2W,
SL&BM, (FOUND BRASS CAP)
BENCHMARK ELEV = 5047.71



A New Building for
**Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake**

7062 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

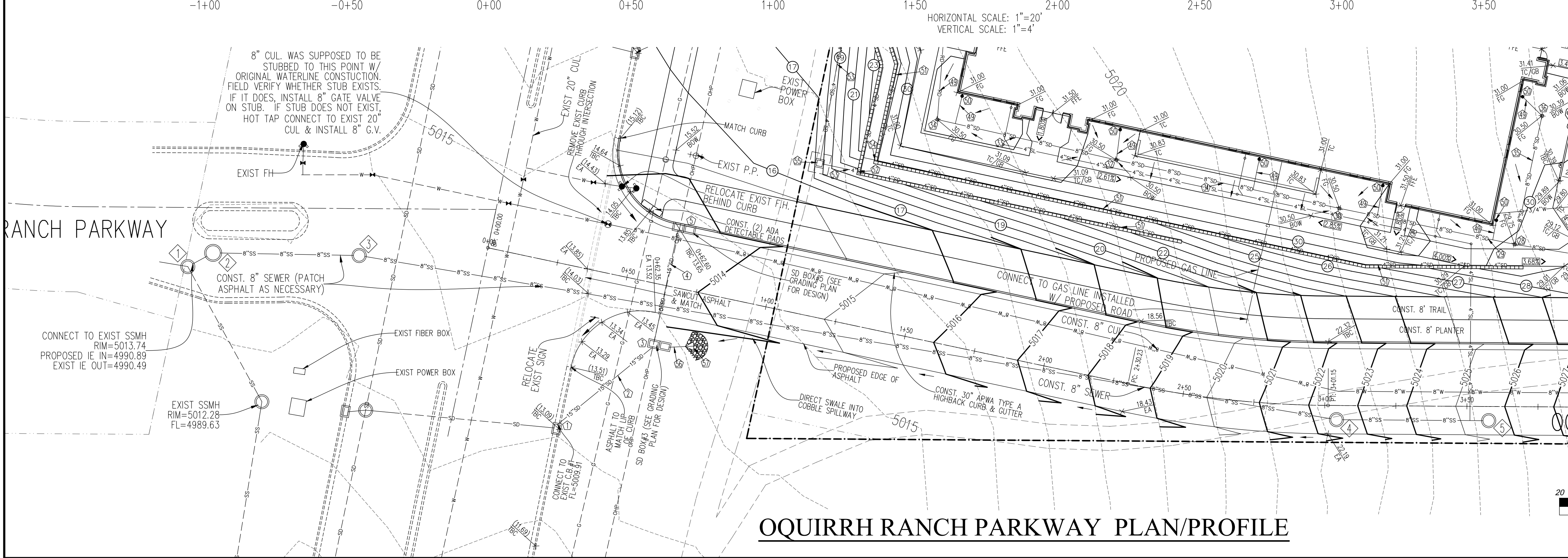
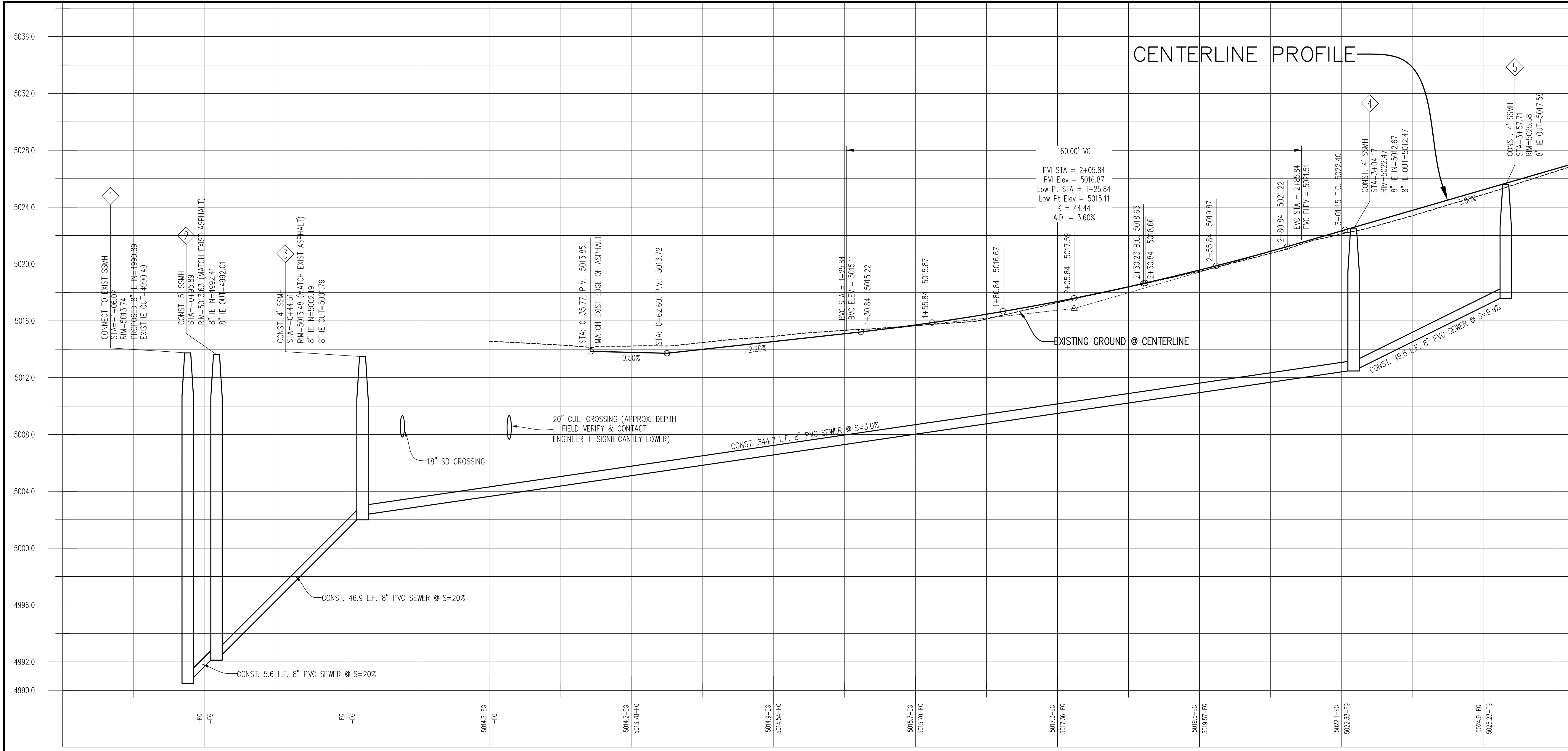
Revisions	Description
Mark	Date

Project Number
23-84
Plan Series
Heritage 23-2
Property Number
500-3627-22010101
Date
August 30, 2023

Sheet Title
**GRADING &
DRAINAGE PLAN
SOUTH**

Sheet
C202

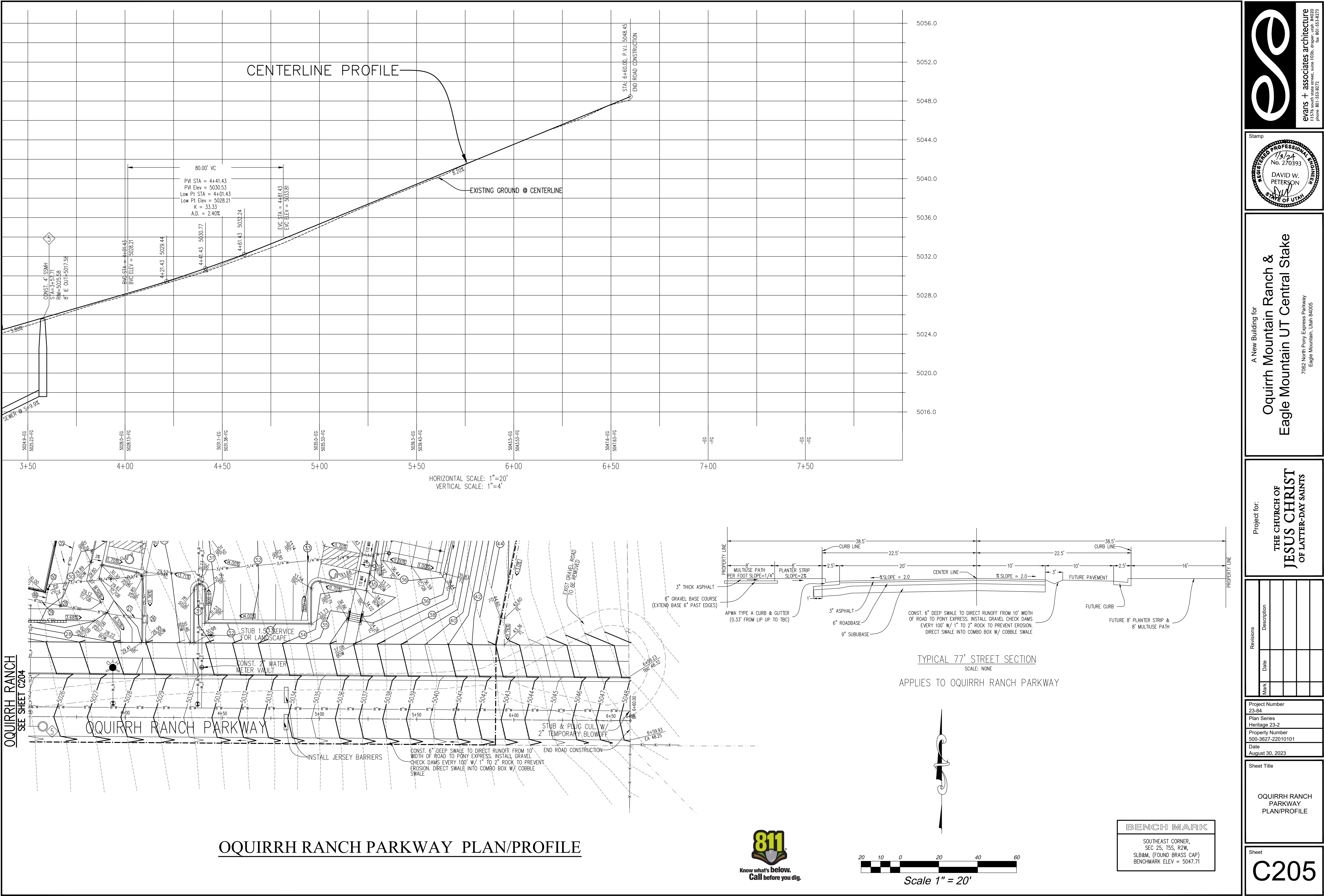




Revisions	Description
Mark	Date

Project Number	23-84
Plan Series	Heritage 23-2
Property Number	500-3627-22010101
Date	August 30, 2023

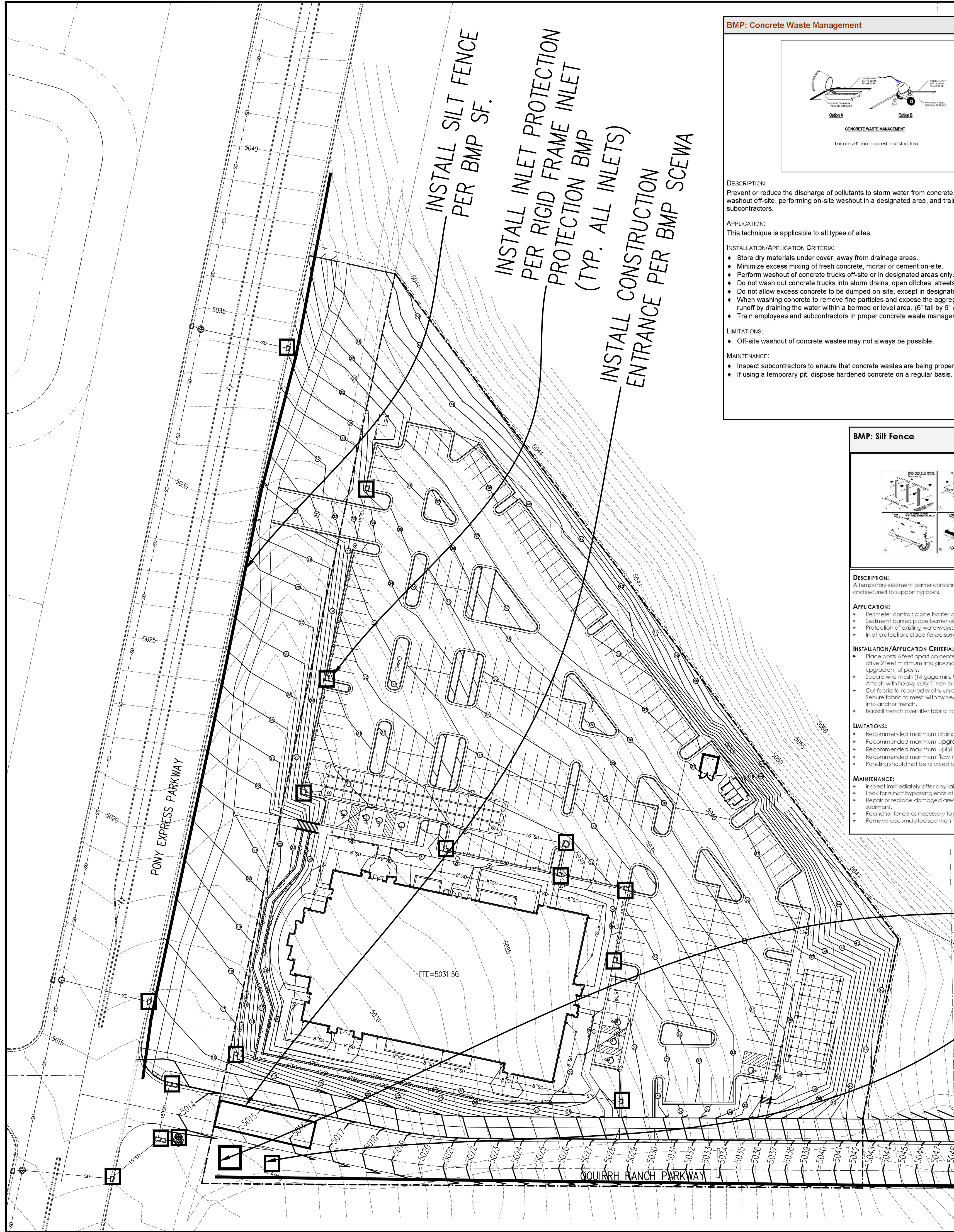
Sheet Title	OQUIRRH RANCH PARKWAY PLAN/PROFILE
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Revisions	Description
Mark	Date

Project Number 23-84
Plan Series Heritage 23-2
Property Number 500-3627-22010101
Date August 30, 2023

Sheet Title OQUIRRH RANCH PARKWAY PLAN/PROFILE



BMP: Concrete Waste Management CWM Construction

DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATION:
This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:

- ◆ Store dry materials under cover, away from drainage areas.
- ◆ Minimize excess mixing of fresh concrete, mortar, or cement on-site.
- ◆ Perform washout of concrete trucks off-site or in designated areas only.
- ◆ Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- ◆ Do not allow excess concrete to be dumped on-site, except in designated areas.
- ◆ When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (8' tall by 6' wide).
- ◆ Train employees and subcontractors in proper concrete waste management.

LIMITATIONS:

- ◆ Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:

- ◆ Inspect subcontractors to ensure that concrete wastes are being properly managed.
- ◆ If using a temporary pit, dispose hardened concrete on a regular basis.

BMP: Stabilized Construction Entrance and Wash Area SCEWA

OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:
A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface. The area can be used to spray off vehicles before they leave the site.

APPLICATIONS:
At any point of ingress or egress of a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:

- ◆ Clear and grub area and grade to provide maximum slope of 2%.
- ◆ Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months).
- ◆ Place coarse aggregate, 1 to 2 1/2 inches in size, to a minimum depth of 8 inches.
- ◆ Provide water to the area that can be used to spray off vehicles as needed to prevent the tracking of mud off of the construction site. This may not be needed during dry periods of work, but is needed when construction is proceeding under wet conditions.
- ◆ Provide berming as needed to prevent sediment laden wash water from entering storm water facilities or other water bodies, or leaving the site.

LIMITATIONS:

- ◆ Requires periodic top dressing with additional stones.
- ◆ Should be used in conjunction with street sweeping on adjacent public right-of-way.
- ◆ Must be situated such that waste water does not run off site.

MAINTENANCE:

- ◆ Inspect daily for loss of gravel or sediment buildup.
- ◆ Inspect adjacent roadway for sediment deposit and clean by shoveling and sweeping.
- ◆ Repair entrance and replace gravel as required to maintain control in good working condition.
- ◆ Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Pesticide Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

Adapted from Salt Lake County BMP Fact Sheet

BMP: Portable Toilets PT

OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:

- ◆ Locate portable toilets in convenient locations throughout the site.
- ◆ Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- ◆ Construct earth berm perimeter (See Earth Berm Barrier Information Sheet), control for spill/protection leak.
- ◆ Stake toilets to prevent them from tipping.

LIMITATIONS:
No limitations.

MAINTENANCE:

- ◆ Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- ◆ Regular waste collection should be arranged with licensed service.
- ◆ All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Pesticide Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

Adapted from Salt Lake County BMP Fact Sheet

BMP: Silt Fence SF

OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

DESCRIPTION:
A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.

APPLICATION:

- ◆ Perimeter control: place barrier at downgradient limits of disturbance
- ◆ Sediment barrier: place barrier at toe of slope or soil stockpile
- ◆ Protection of existing waterways: place barrier near top of stream bank
- ◆ Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:

- ◆ Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately upgradient of posts.
- ◆ Secure wire mesh (1/4 gauge min. With 6 inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- ◆ Cut fabric to required width, unroll along length of barrier and drape over barrier.
- ◆ Secure fabric to mesh with twine, staples, or similar with trailing edge extending into anchor trench.
- ◆ Backfill trench over filter fabric to anchor.

LIMITATIONS:

- ◆ Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- ◆ Recommended maximum upgradient slope length of 150 feet
- ◆ Recommended maximum uphill grade of 2:1 (50%)
- ◆ Recommended maximum flow rate of 0.5 cfs
- ◆ Ponding should not be allowed behind fence

MAINTENANCE:

- ◆ Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- ◆ Look for runoff bypassing ends of barriers or undercutting barriers.
- ◆ Repair or replace damaged areas of the barrier and remove accumulated sediment.
- ◆ Re-anchor fence as necessary to prevent shortcutting.
- ◆ Remove accumulated sediment when it reaches 1/2 the height of the fence.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Toxic Materials
- Oil & Grease
- Pesticide Materials
- Other Waste

IMPLEMENTATION REQUIREMENTS

- Capital Costs
- O&M Costs
- Maintenance
- Training

Adapted from Salt Lake County BMP Fact Sheet

ASTM D8057 Requirements

- > Filter system consists of rigid frame and removable geosynthetic bag
- > Filter bag sized to meet treatment flow rate of the drainage location
- > Bag maintains shape to be extracted when completely filled with sediment
- > Rigid frame capable of supporting full load of sediment with grate removed
- > Frame does not interfere or elevate grate by more than 1/8"
- > Bypass flow exceeds design flow of drainage location
- > Filter bag achieves >80% filtration efficiency per ASTM D7351 OR ASTM D5141

Installation Instructions:

1. Remove grate from drainage structure
2. Clean stone and dirt from ledge (lip) of drainage structure
3. Drop the inlet filter through the clear opening such that the hangers rest firmly on the lip of the structure
4. Replace the grate and confirm it is not elevated more than 1/8"

Maintenance Guidelines:

1. Empty the sediment bag if more than half filled with sediment and debris
2. Remove the grate, engage the lifting points, and lift filter from the drainage structure
3. Dispose of sediment and debris as directed by the Engineer or Maintenance Contract
4. Alternatively, an industrial vacuum can be used to collect sediment from filter bag

Eagle Mountain City
RIGID FRAME INLET PROTECTION
STANDARD DETAIL DRAWING

INSTALL LINED CONCRETE WASHOUT AREA PER BMP CWM. CONTRACTOR TO ENSURE THAT ALL EXCESS CONCRETE HAS BEEN REMOVED FROM THE SITE & NOT BURIED IN THE SOIL.

INSTALL PORTABLE TOILET PER BMP PT

EROSION CONTROL NOTES:

1. CONTRACTOR IS TO READ AND UNDERSTAND ALL BMP PRACTICES PRIOR TO ANY CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO FOLLOW ALL BMP PRACTICES CONTAINED IN THESE PLANS.
2. CONSTRUCT A SILT FENCE AS SHOWN ON PLAN. SEE BMP SF.
3. INSTALL A CONSTRUCTION ENTRANCE AS SHOWN ON THE PLAN PRIOR TO ANY GRADING ON THE SITE. SEE BMP SCEWA.
4. INSTALL CONCRETE WASHOUT AREA AS PER BMP CWM.
5. INSTALL INLET PROTECTION ON INLETS ON-SITE. SEE RIGID FRAME INLET PROTECTION DETAIL.
6. THE SITE IS TO BE WATERED AT LEAST TWICE A WEEK TO CONTROL DUST OR MORE FREQUENT AS DETERMINED BY THE CONTRACTOR.
7. CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE.
8. CONTRACTOR WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF BMP'S DURING CONSTRUCTION.
9. ALL CONSTRUCTION PERIOD BEST MANAGEMENT PRACTICES ARE TO BE INSPECTED & MAINTAINED AT LEAST WEEKLY, ALSO BEFORE AND AFTER EACH STORM EVENT.
10. CONTRACTOR SHALL BE REQUIRED TO KEEP A RECORD OF ALL INSPECTIONS AND MAINTENANCE ON SITE WITH THE STORM WATER POLLUTION PREVENTION PLAN.

Revisions	Description
Mark	Date

Project Number 23-84
Plan Series Heritage 23-2
Property Number 500-3627-22010101
Date August 30, 2023

Sheet Title EROSION CONTROL PLAN



MC-7200 STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH MC-7200.
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-18a, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESSIONS.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS <1 MIN AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER; 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/IN. THE ASC IS DEFINED IN SECTION 6.2 OF ASTM F2418 AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL, BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
 - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.50 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD. THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM

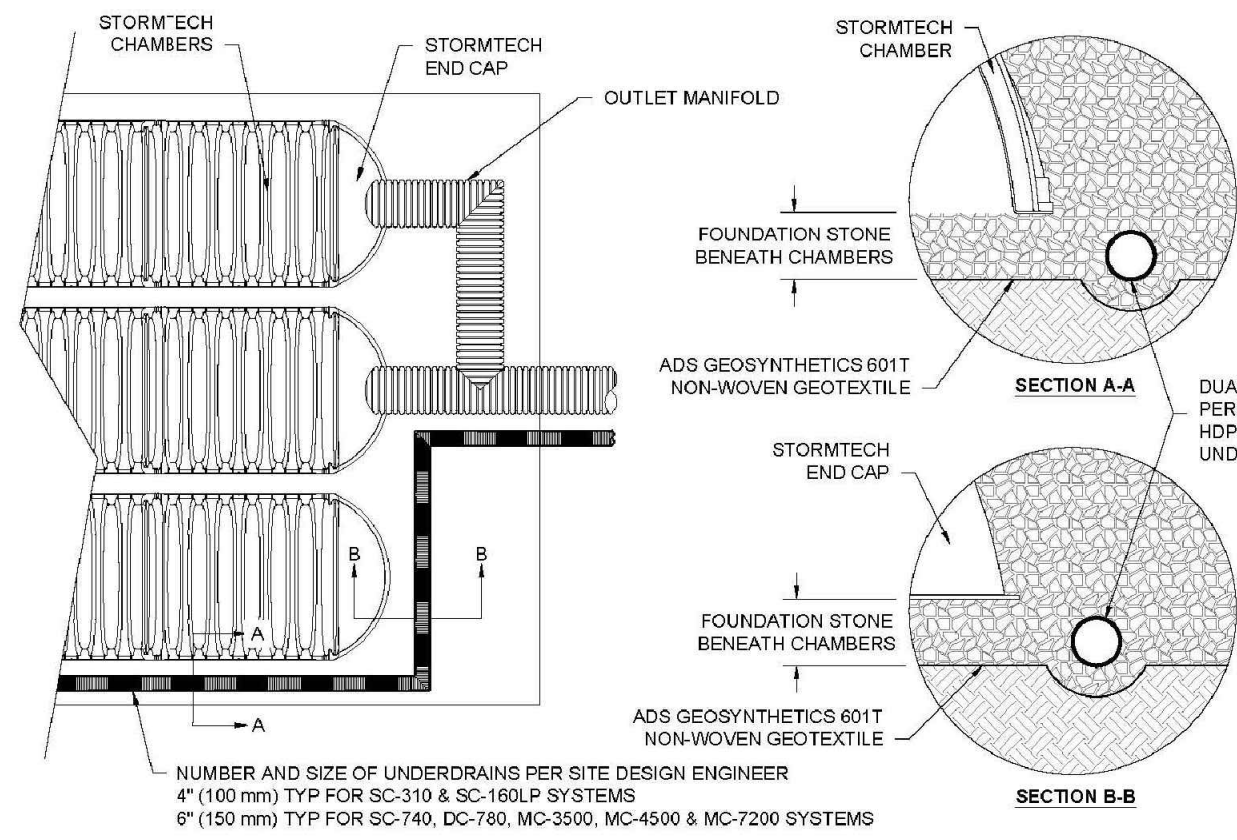
- STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE 'STORMTECH MC-7200 CONSTRUCTION GUIDE'.
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONESHOOTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM .9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
- STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF 'FLEXSTORM CATCH IT' INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

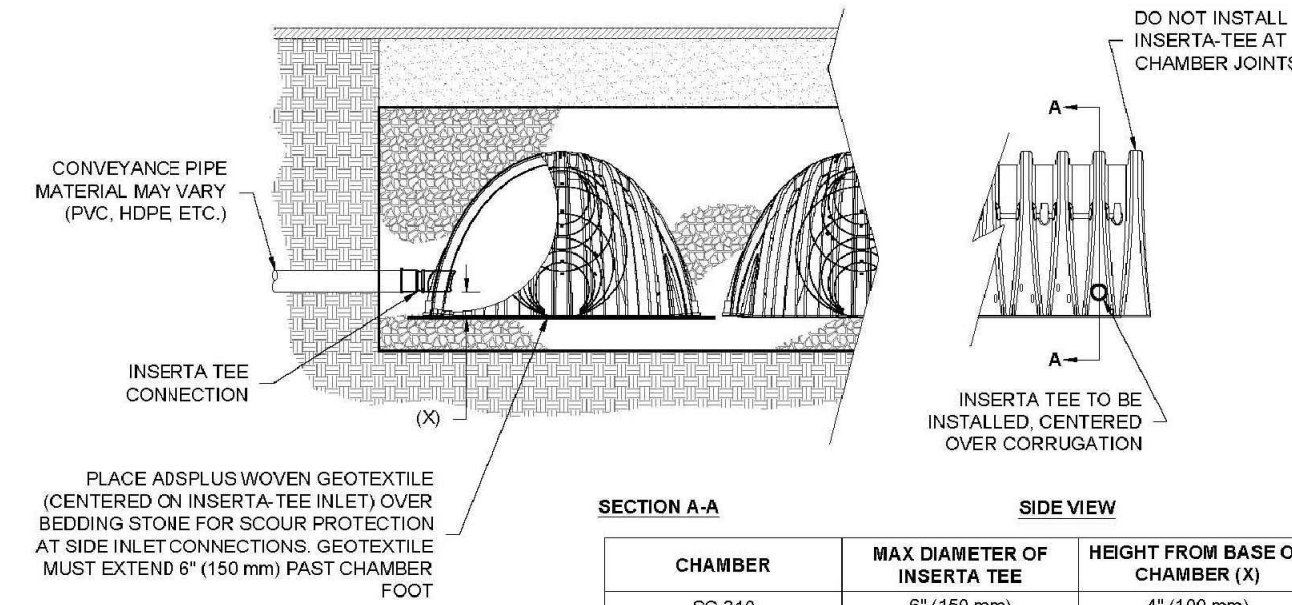
- STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE 'STORMTECH MC-7200 CONSTRUCTION GUIDE'.
- THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER TIERED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE 'STORMTECH MC-7200 CONSTRUCTION GUIDE'.
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE 'STORMTECH MC-7200 CONSTRUCTION GUIDE'.
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZEN TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE 'DUMP AND PUSH' METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2684 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

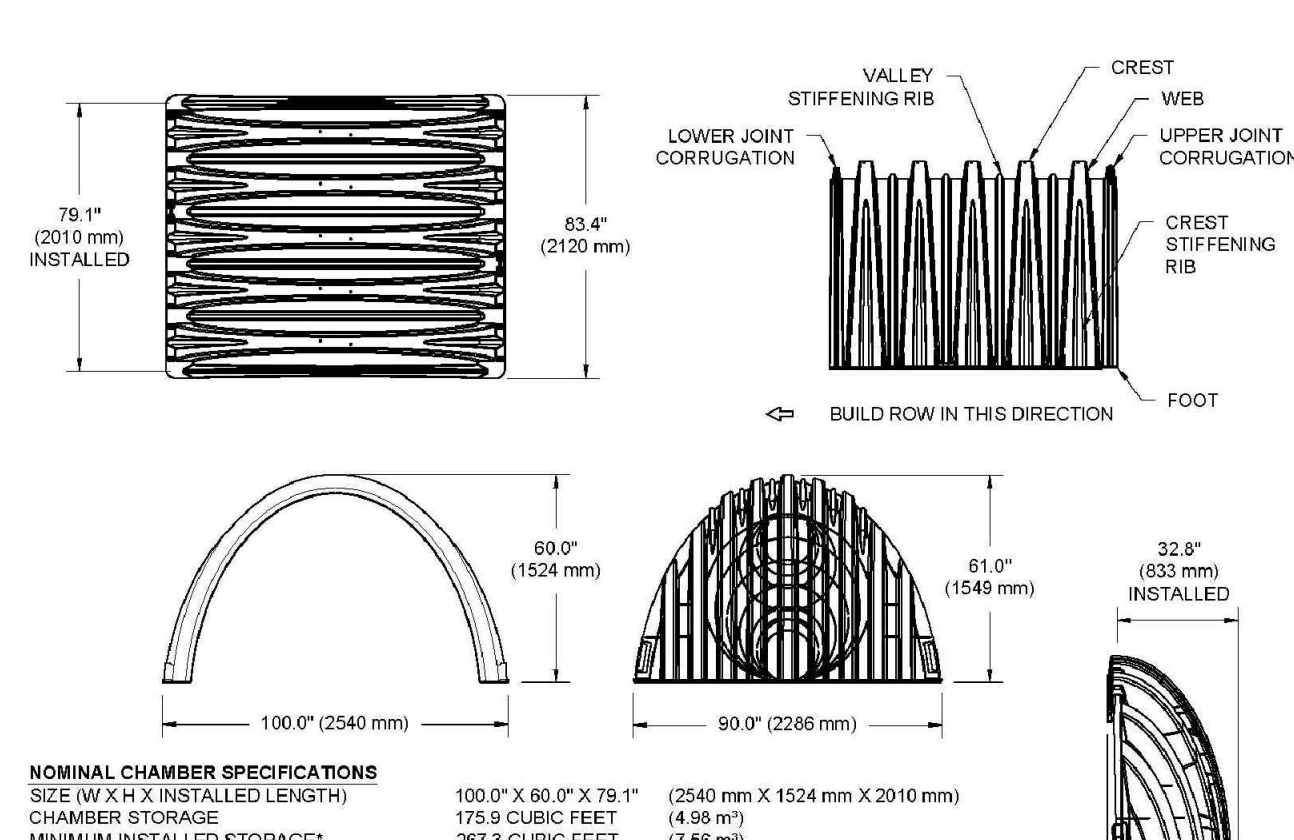


5 UNDERDRAIN DETAIL



NOTE: PART NUMBERS WILL VARY BASED ON INLET PIPE MATERIALS. CONTACT STORMTECH FOR MORE INFORMATION.

6 INSERTA-TEE SIDE INLET DETAIL



NOMINAL CHAMBER SPECIFICATIONS
SIZE (W X H X INSTALLED LENGTH)
CHAMBER STORAGE
MINIMUM INSTALLED STORAGE*
WEIGHT (NOMINAL)

NOMINAL END CAP SPECIFICATIONS
SIZE (W X H X INSTALLED LENGTH)
END CAP STORAGE
MINIMUM INSTALLED STORAGE*
WEIGHT (NOMINAL)

*ASSUMES 12" (305 mm) STONE ABOVE 'B' (228 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "M"

PART #	STUB	B	C
MC7200IEPP06T	6" (150 mm)	42.54" (1081 mm)	---
MC7200IEPP06B	---	---	0.86" (22 mm)
MC7200IEPP06T	8" (200 mm)	40.50" (1029 mm)	1.01" (26 mm)
MC7200IEPP06B	---	36.31" (923 mm)	---
MC7200IEPP10T	10" (250 mm)	---	1.33" (34 mm)
MC7200IEPP10B	---	35.69" (907 mm)	---
MC7200IEPP12T	12" (300 mm)	---	1.55" (39 mm)
MC7200IEPP12B	---	32.72" (831 mm)	---
MC7200IEPP15T	15" (375 mm)	---	1.70" (43 mm)
MC7200IEPP15B	---	29.38" (746 mm)	---
MC7200IEPP18T	---	---	1.97" (50 mm)
MC7200IEPP18B	---	23.05" (585 mm)	---
MC7200IEPP24B	24" (600 mm)	---	2.26" (57 mm)
MC7200IEPP24B	---	---	2.35" (59 mm)
MC7200IEPP36B	36" (900 mm)	---	3.25" (83 mm)
MC7200IEPP36B	---	---	3.55" (90 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL.

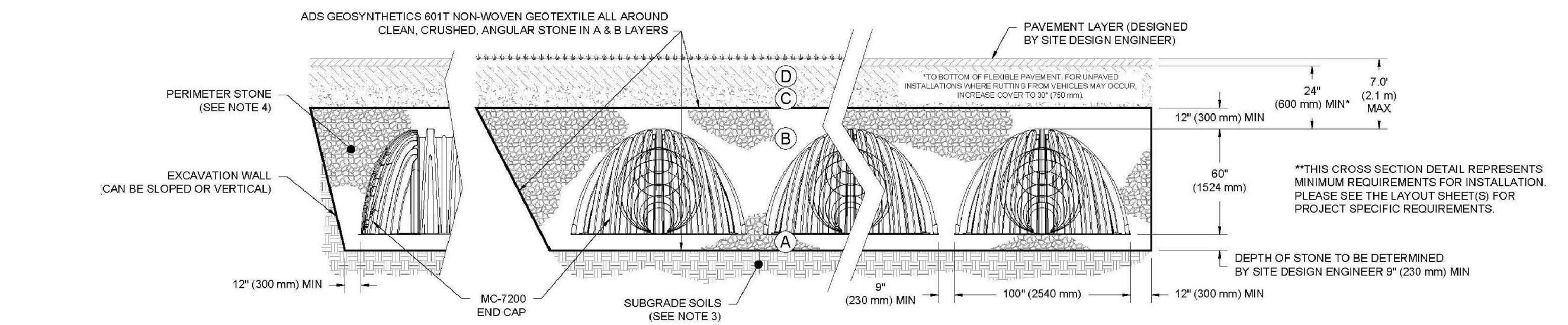
CUSTOM PREFABRICATED INVERTS ARE AVAILABLE UPON REQUEST. INVERTED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-7200 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145 ¹ A-1, A-2, A-3, OR AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 76, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M3 ¹ 3, 4	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M3 ¹ 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE ^{2,3}

PLEASE NOTE:

- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERSAGES WITH A VIBRATORY COMPACTOR.
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.

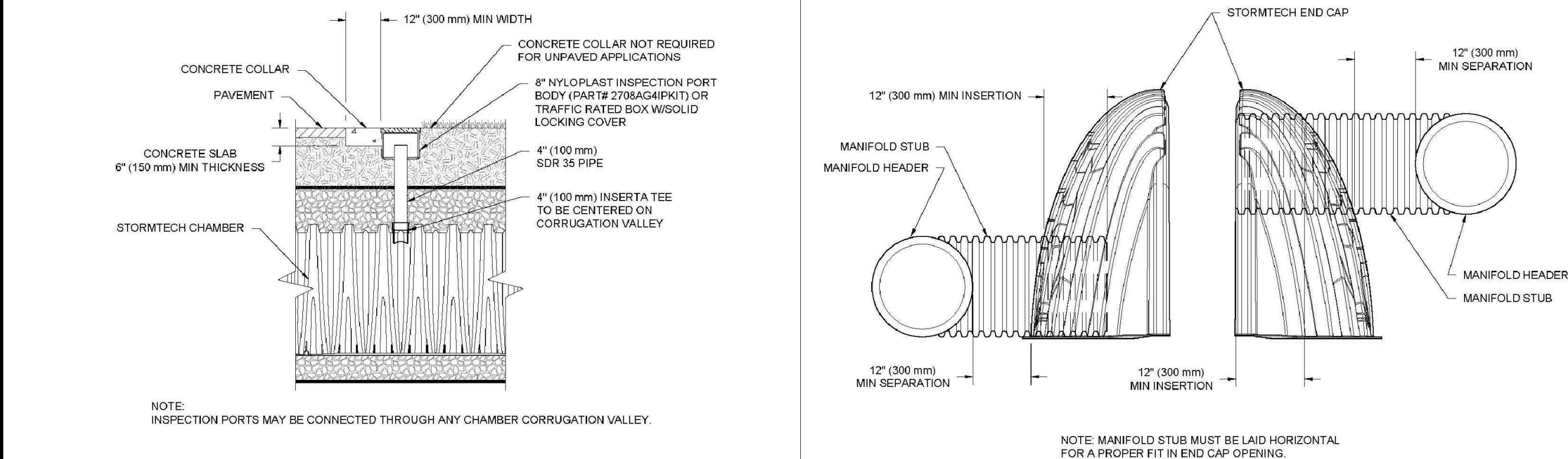


NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
- MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT² 7% AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

MC-7200 CROSS SECTION DETAIL

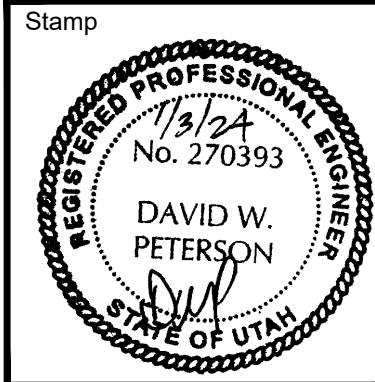
3 MC-7200 ISOLATOR ROW PLUS DETAIL



4 4" PVC INSPECTION PORT DETAIL (MC SERIES CHAMBER)

7 MC-SERIES END CAP INSERT INSULATION DETAIL

* SEE KEYED NOTES ON C201 FOR STORMTECH SYSTEM DESIGN.



A New Building for
Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake

7002 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Revisions	Description
Mark	Date

Project Number
23-84
Plan Series
Heritage 23-2
Property Number
500-3627-22010101
Date
August 30, 2023

Sheet Title

STORMTECH DETAILS

Sheet
C207

MC-7200 STANDARD DETAILS

StormTech®
Chamber System
888-892-2684 | WWW.STORMTECH.COM

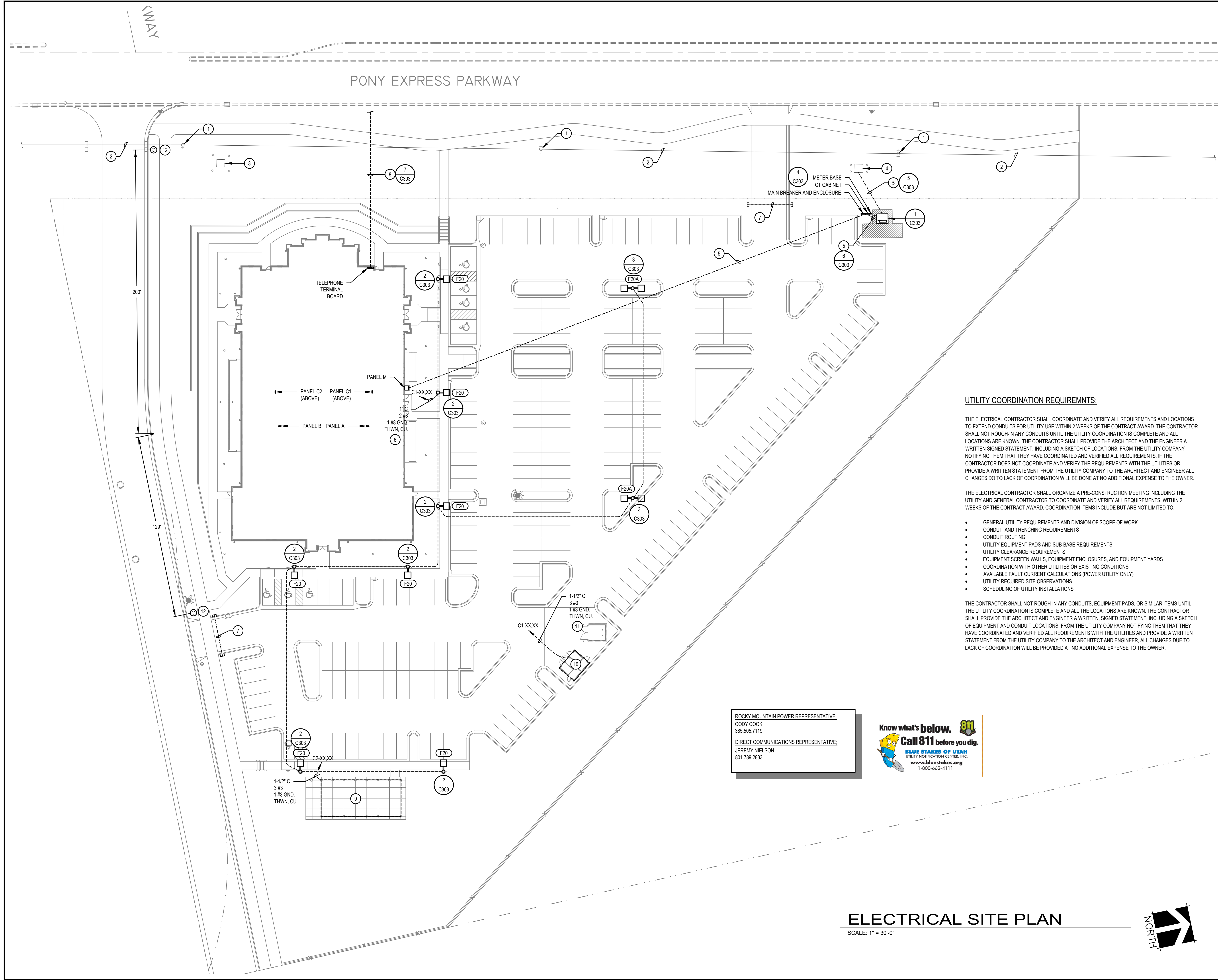
4840 TRUEMAN BLVD
HILLIARD, OH 43026



SHEET

DRAWN: DATE:
REVIEWED: PROJECT NO:
REV: NOT TO SCALE

ADVANCED DRAINAGE SYSTEMS, INC. (ADS) HAS PREPARED THIS DETAIL BASED ON REFERENCED STANDARDS. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT. NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. UNLESS THE PLANS ARE SIGNED AND SEALED BY THE SITE DESIGN ENGINEER, THE SITE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION AND SEALING THE DOCUMENT. IT IS THE SITE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEET IS ON EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.



GENERAL NOTES

1.

ALL CONDUITS THAT ARE ROUGHED-IN UNDER THE SLAB SHALL BE PLACED UNDER THE VAPOR BARRIER.

2.

ALL BELOW GRADE CONDUITS AND LIGHT POLE CONDUITS SHALL BE PLACED BELOW THE GRAVEL BASE. DO NOT INSTALL CONDUIT ON TOP OF GRAVEL, DIRECTLY BELOW THE SIDEWALK / BUILDING SLAB OR WITHIN THE GRAVEL BASE.

UTILITY REQUIREMENTS

1.

BURY CONDUITS PER UTILITY REQUIREMENTS. REFER TO SHEET C303 FOR TYPICAL TRENCHING REQUIREMENTS.

2.

VERIFY AND COMPLY WITH ALL ROCKY MOUNTAIN POWER, AND DIRECT COMMUNICATIONS REQUIREMENTS.

3.

INCLUDE IN BID ALL LINE EXTENSION FEES, UNDERGROUND FEES, AND ALL MISC. FEES CHARGED BY ROCKY MOUNTAIN POWER AND DIRECT COMMUNICATIONS.

EXTERIOR LIGHTING CONTROLS

ALL NONESSENTIAL EXTERIOR LIGHTING SHALL ONLY CONTINUE IN OPERATION UNTIL 11:00 P.M. OR FOR AS LONG AS OPEN OR AREA IS IN ACTIVE USE AND SHALL REMAIN OFF UNTIL DAYLIGHT THE FOLLOWING DAY.

KEYED NOTES

1.

EXISTING ROCKY MOUNTAIN POWER POLE TO REMAIN IN PLACE. PROTECT FROM DAMAGE DURING ALL PHASES OF THE CONSTRUCTION.

2.

EXISTING ROCKY MOUNTAIN POWER OVERHEAD LINE TO REMAIN IN PLACE. PROTECT FROM DAMAGE DURING ALL PHASES OF THE CONSTRUCTION.

3.

EXISTING ROCKY MOUNTAIN POWER GROUND SLEEVE TO REMAIN IN PLACE. PROTECT FROM DAMAGE DURING ALL PHASES OF THE CONSTRUCTION.

4.

EXISTING ROCKY MOUNTAIN POWER SWITCHGEAR TO REMAIN IN PLACE. COORDINATE ALL REQUIREMENTS WITH ROCKY MOUNTAIN POWER PRIOR TO ANY WORK BEING DONE.

5.

REFER TO SINGLE LINE DIAGRAM FOR CONDUIT AND CONDUCTOR REQUIREMENTS.

6.

ROUTE THROUGH LIGHTING CONTROL PANEL. SEE DIAGRAM ON SHEET E607 FOR ADDITIONAL INFORMATION.

7.

TWO (2) 4" CONDUIT SLEEVES.

8.

EXTEND ONE (1) 4" CONDUITS WITH TRUE TAPES FROM THE TELEPHONE TERMINAL BOARD TO THE LOCATION SHOWN. UTILIZE LONG SWEEP ELBOWS. COORDINATE EXACT STUB LOCATION AND ALL REQUIREMENTS WITH DIRECT COMMUNICATIONS PRIOR TO ANY ROUGH-IN.

9.

PROVIDE ALL REQUIRED CONDUIT, BRANCH CIRCUITS, EIGHT (8) LIGHT FIXTURES (F28), FOUR (4) RECEPTACLES WITH WEATHERPROOF COVERS, LOCKABLE NON-FUSED, NEMA 3R, 30A, 2 POLE DISCONNECT AND 0-60 MINUTE TIMER SWITCH WITH WEATHERPROOF FOR LIGHTING CONTROLS FOR PAVILION. REFER TO THE PAVILION DRAWINGS FOR LOCATIONS, QUANTITIES AND OTHER REQUIREMENTS. SEE E601 FOR FIXTURE REQUIREMENTS.

10.

REFER TO ELECTRICAL DRAWINGS FOR STORAGE BUILDING ELECTRICAL REQUIREMENTS.

11.

SEAL CONDUITS AS REQUIRED SO WATER DOES NOT RUN BACK INTO THE BUILDING FROM THE STORAGE BUILDING.

12.

NEW EAGLE MOUNTAIN CITY STREET LIGHT TO BE FURNISHED AND INSTALLED BY BLACK AND MCDONALD. ALL ASSOCIATED COSTS OF THE STREET LIGHT INSTALLATION TO BE INCLUDED IN THE CONTRACTOR BID. CONFIRM ALL REQUIREMENTS WITH BLACK AND MCDONALD PRIOR TO THE BID.

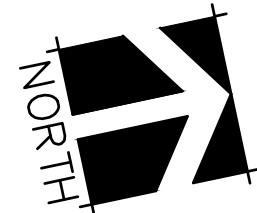
ROCKY MOUNTAIN POWER REPRESENTATIVE:
CODY COOK
385.505.7119

DIRECT COMMUNICATIONS REPRESENTATIVE:
JEREMY NIELSON
801.789.2833



ELECTRICAL SITE PLAN

SCALE: 1" = 30'-0"



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REGISTERED PROFESSIONAL ENGINEER
DAVID P. WHITTON
No. 264397
STATE OF UTAH
2023/12/14

A New Building for
Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake
7000 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Revisions	Mark	Date	Description

Project Number
23-84

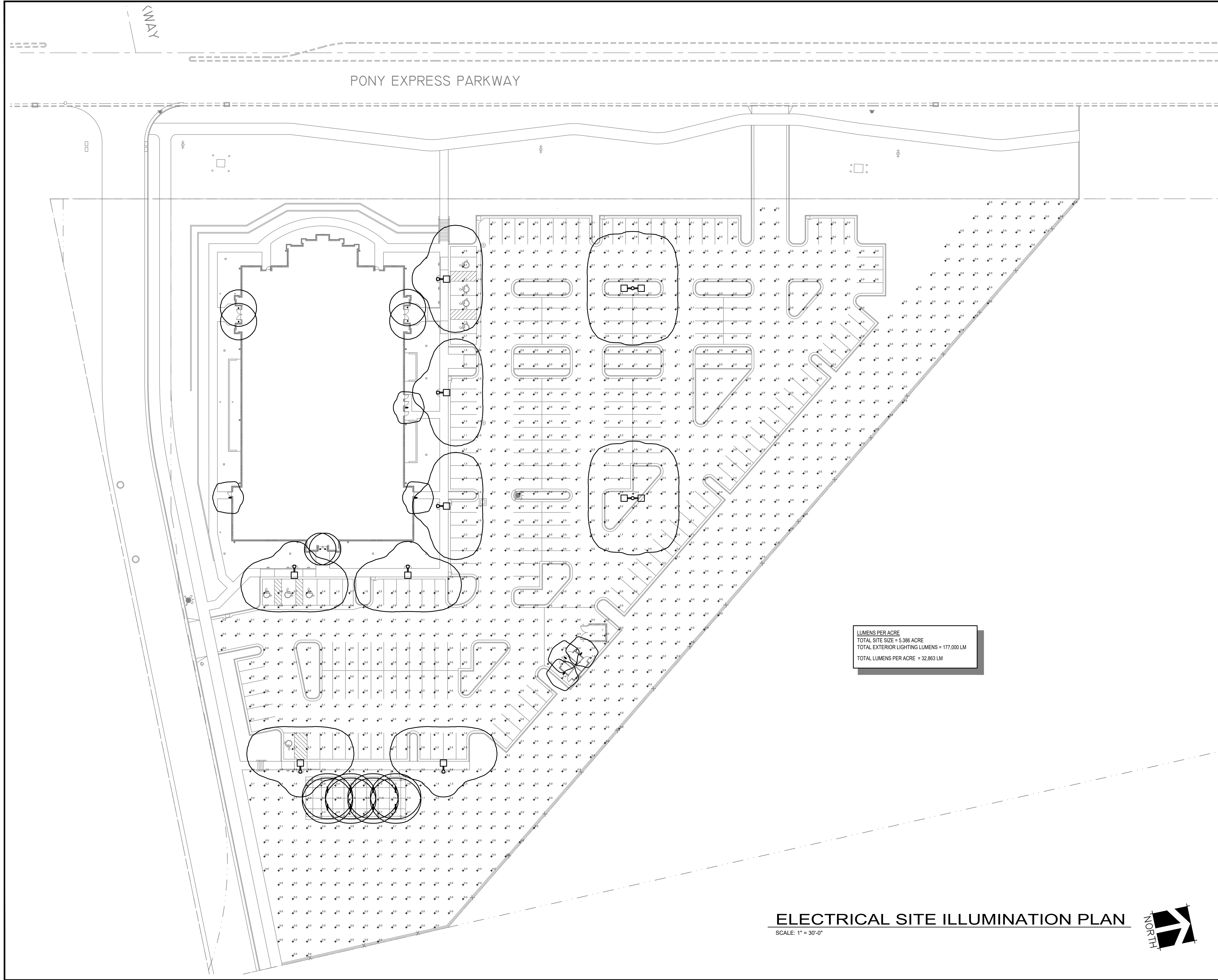
Plan Series
Heritage 23-2

Property Number
500-3627-22010101

Date
August 30, 2023

Sheet Title
ELECTRICAL SITE PLAN

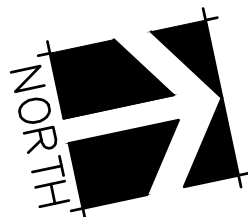
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C301



LUMENS PER ACRE
TOTAL SITE SIZE = 5.386 ACRE
TOTAL EXTERIOR LIGHTING LUMENS = 177,000 LM
TOTAL LUMENS PER ACRE = 32,863 LM

ELECTRICAL SITE ILLUMINATION PLAN

SCALE: 1" = 30'-0"



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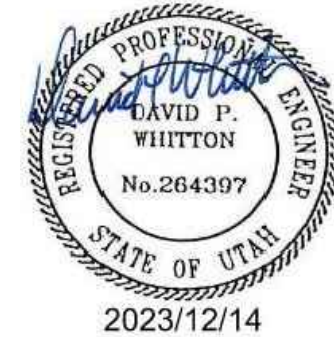
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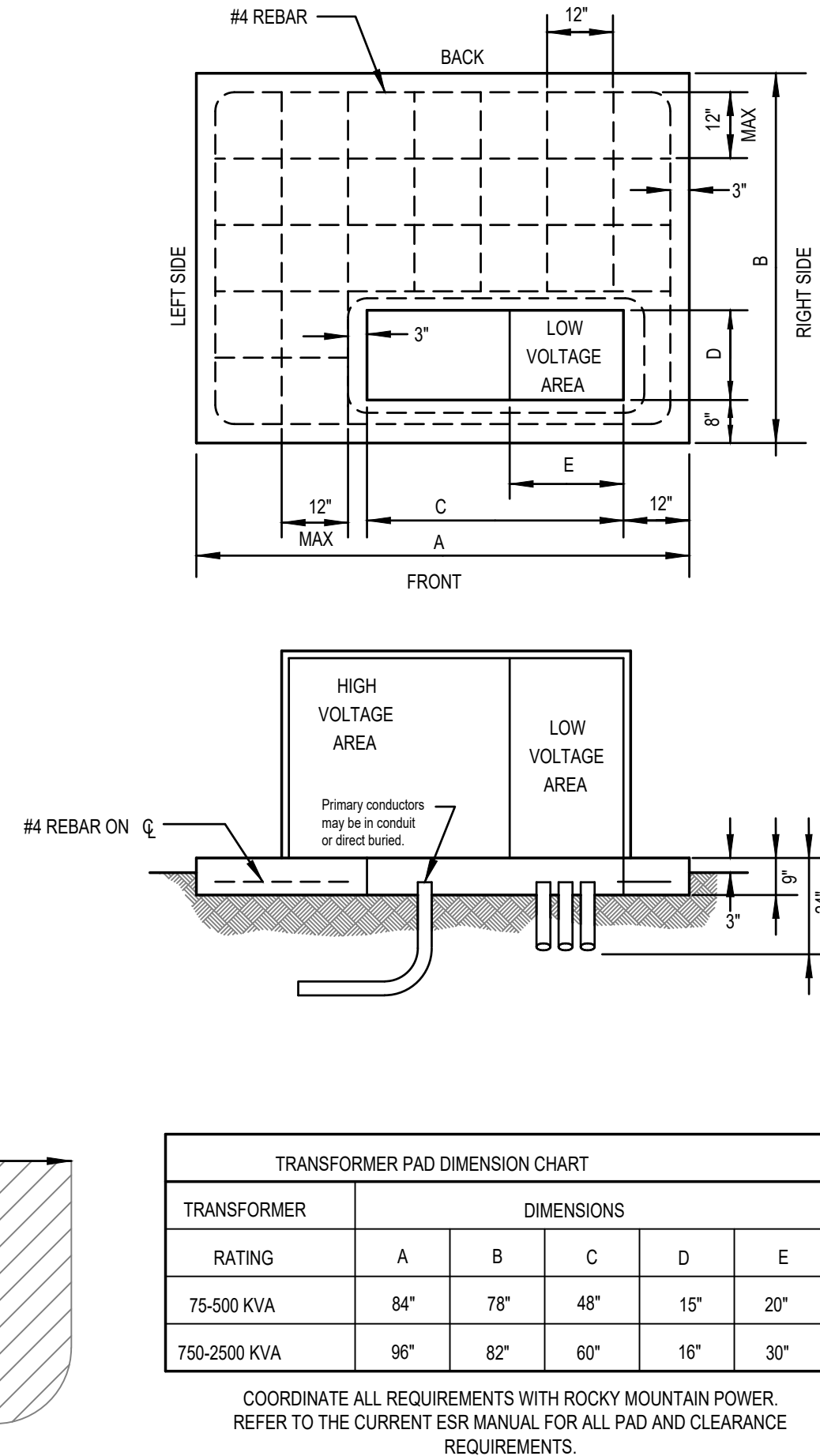
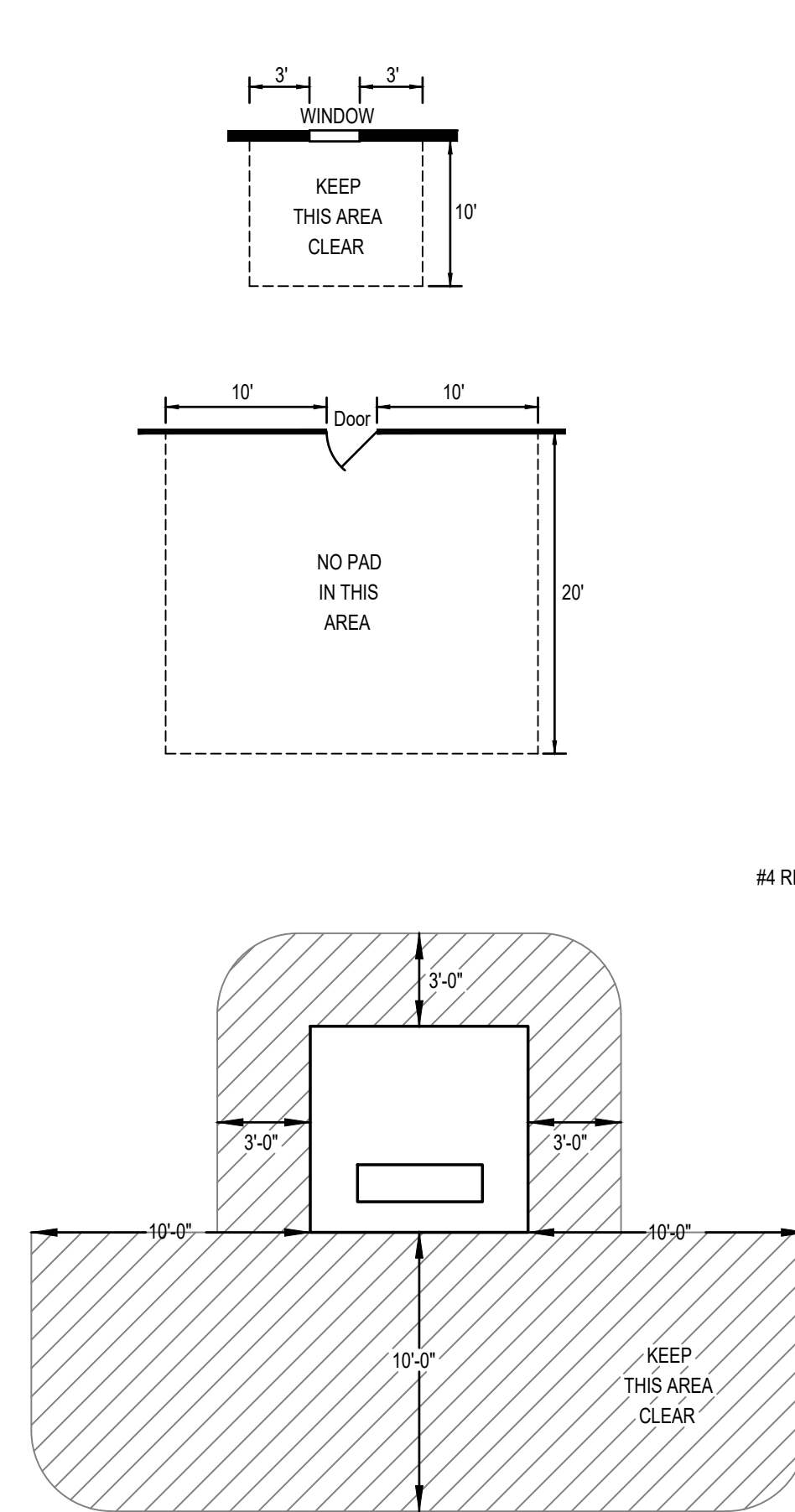
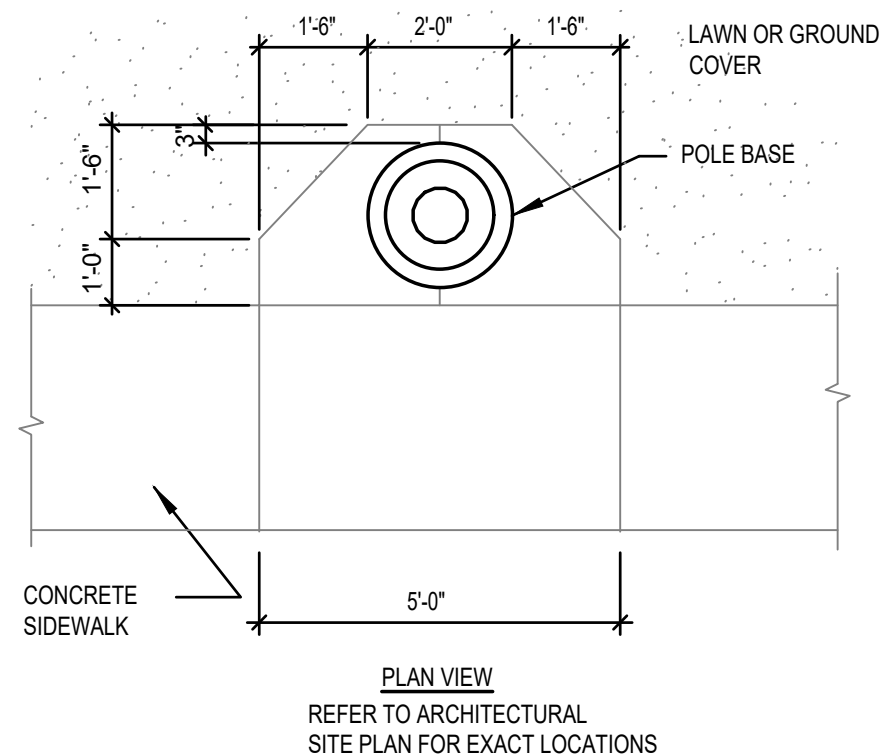
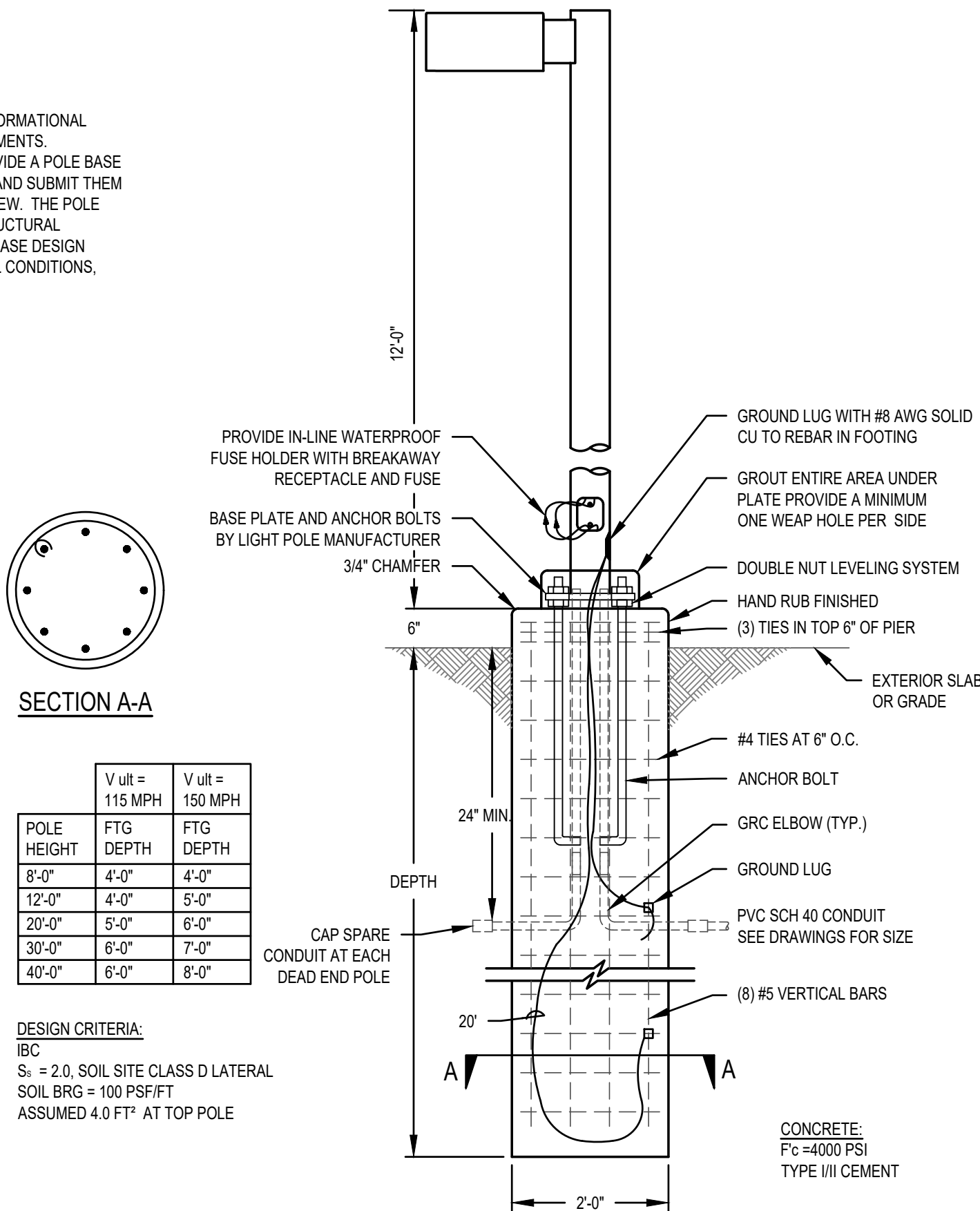
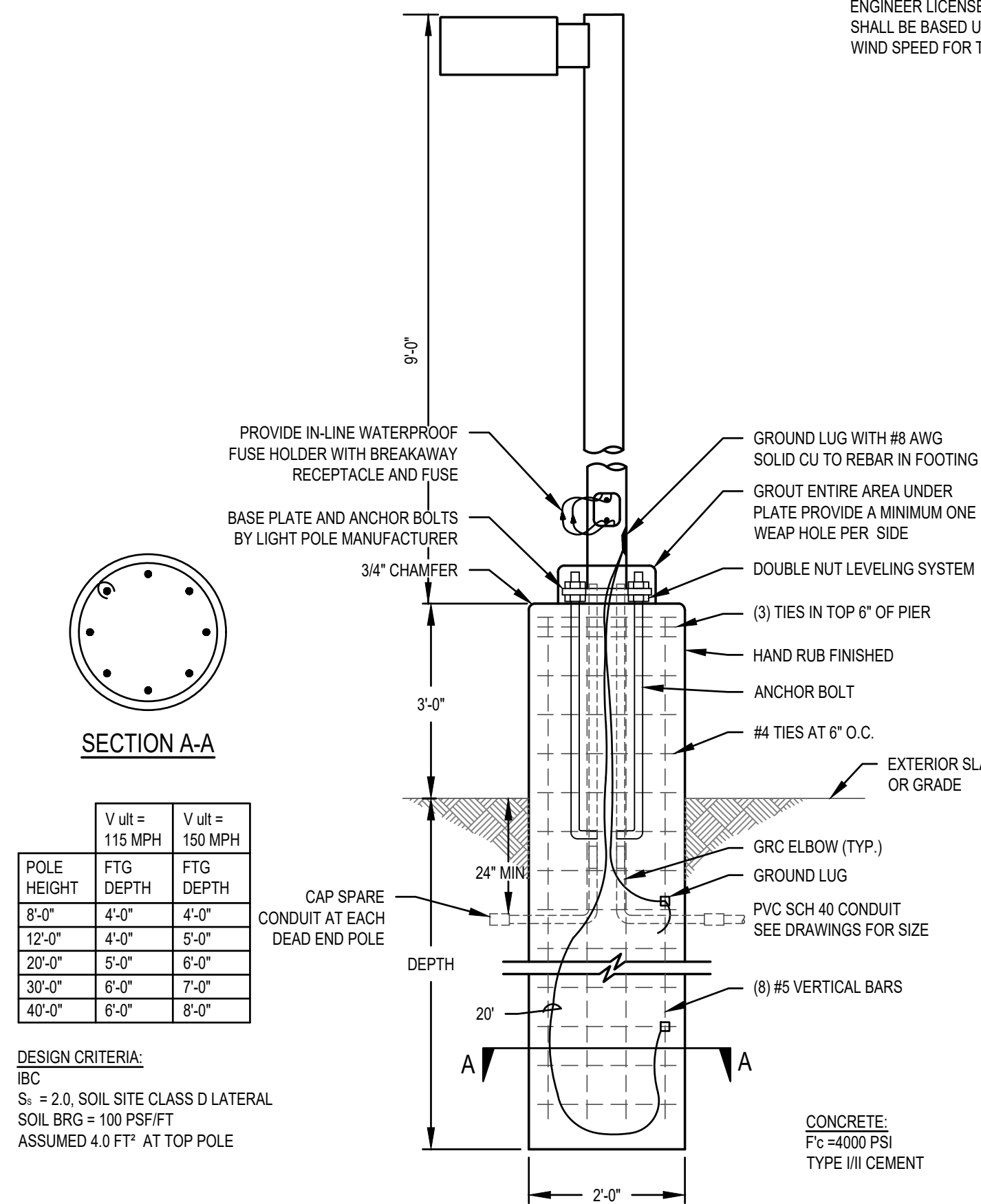
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ELECTRICAL SITE
ILLUMINATION PLAN

Sheet

C302

NOTE:
DESIGN SHOWN FOR CONCRETE POLE BASES IS FOR INFORMATIONAL PURPOSES ONLY TO CONVEY THE NECESSARY REQUIREMENTS. ELECTRICAL CONTRACTOR SHALL BE REQUIRED TO PROVIDE A POLE BASE DESIGN AND ASSOCIATED STRUCTURAL CALCULATIONS AND SUBMIT THEM TO THE ENGINEER AS A DEFERRED SUBMITTAL FOR REVIEW. THE POLE BASE DESIGN SHALL BE STAMPED AND SIGNED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF UTAH. THE POLE BASE DESIGN SHALL BE BASED UPON THE ACTUAL POLE, FIXTURE, SOIL CONDITIONS, WIND SPEED FOR THE AREA INSTALLED, ETC.

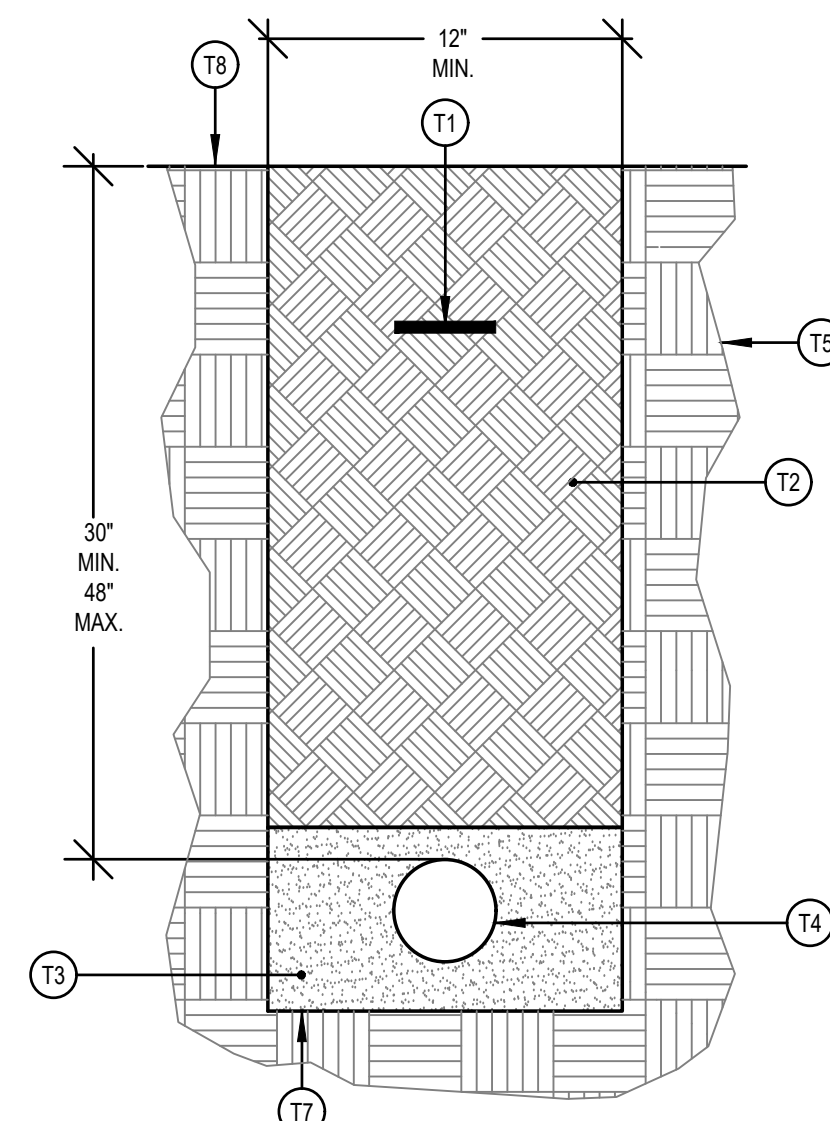
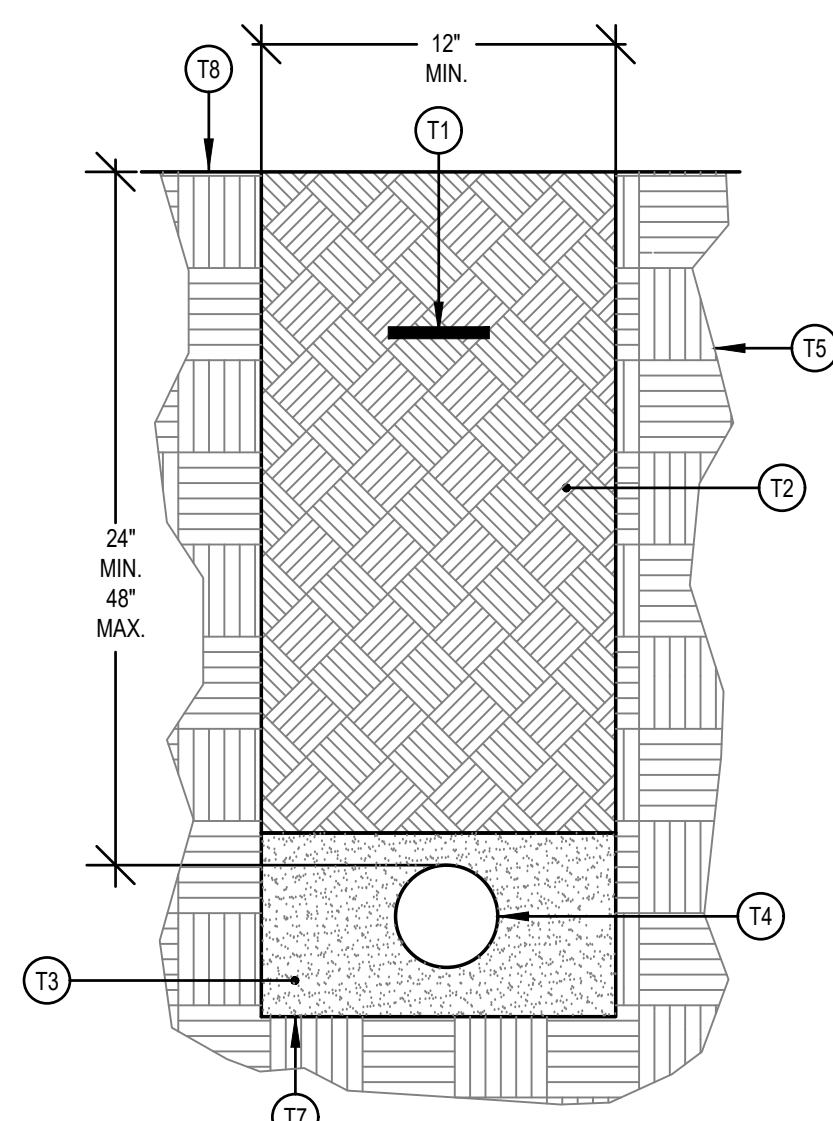
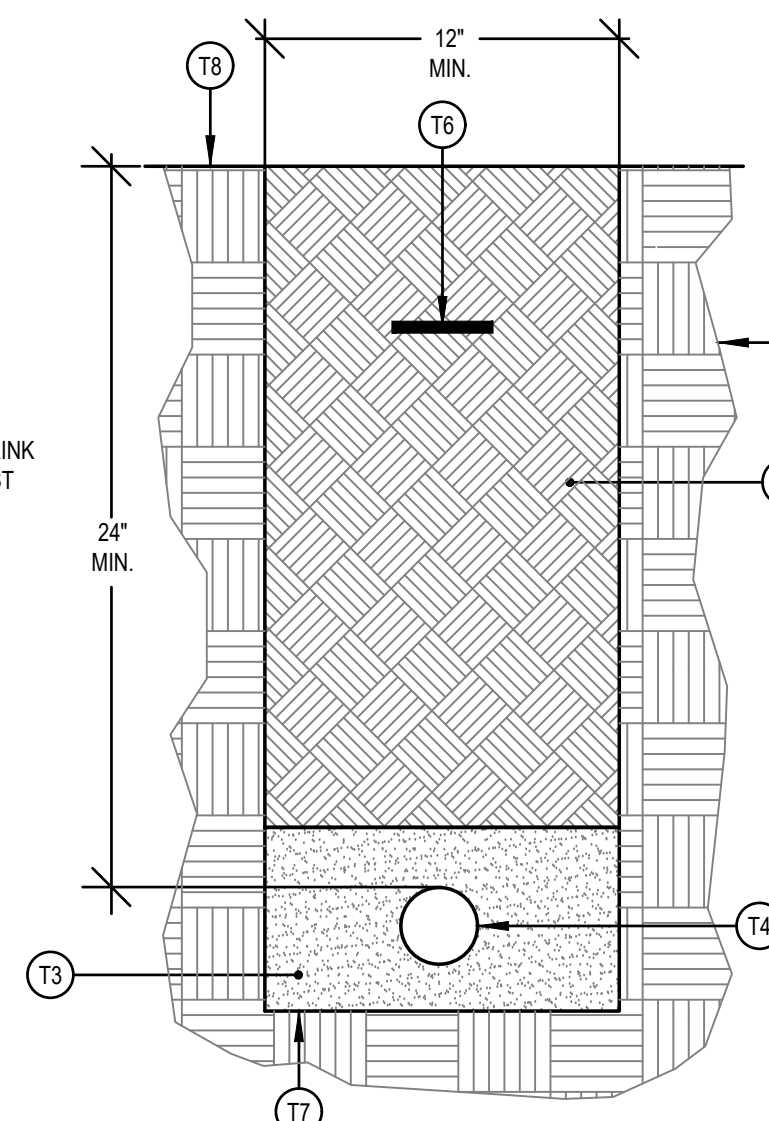
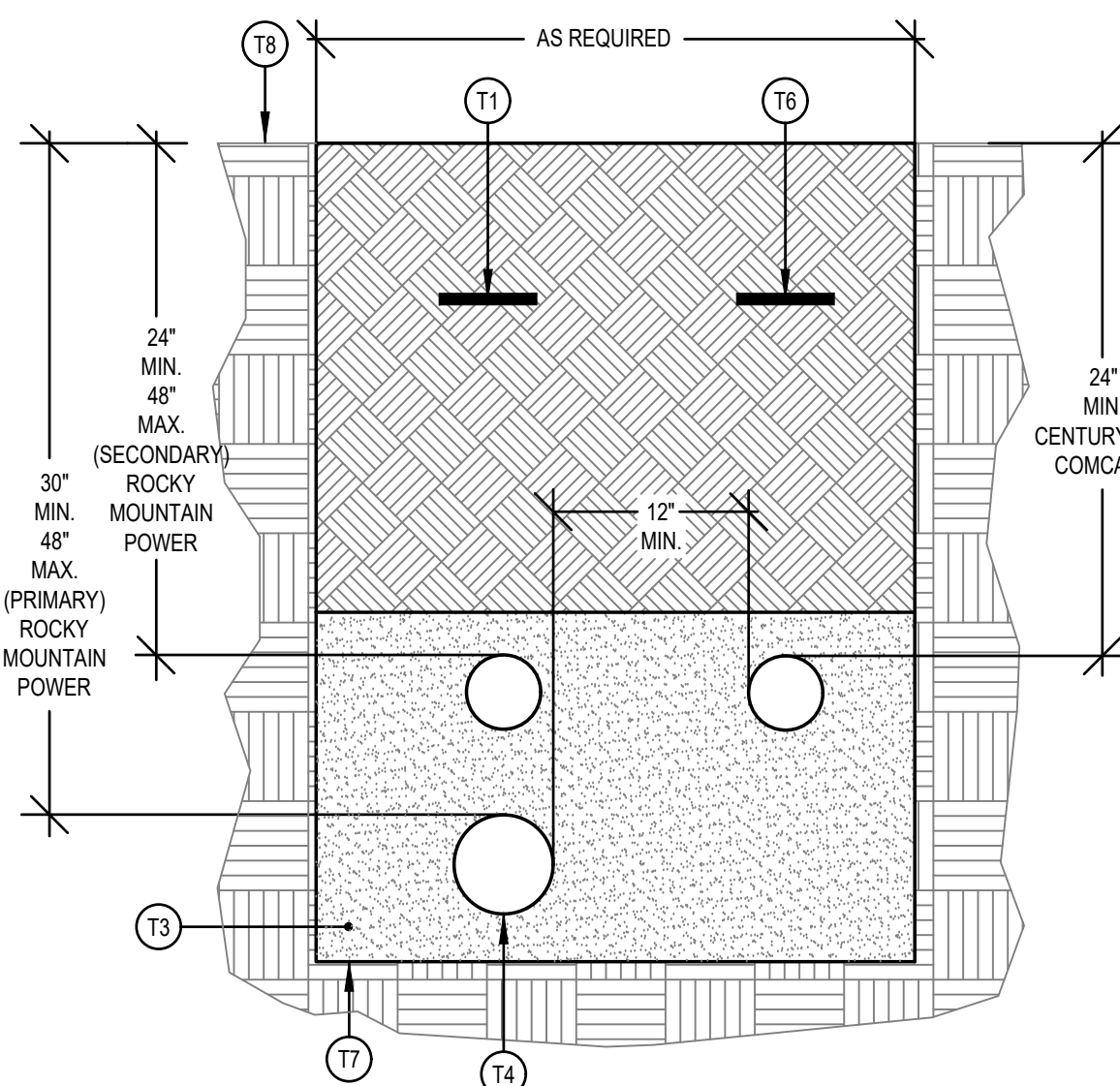


TRENCHING KEYED NOTES: T#

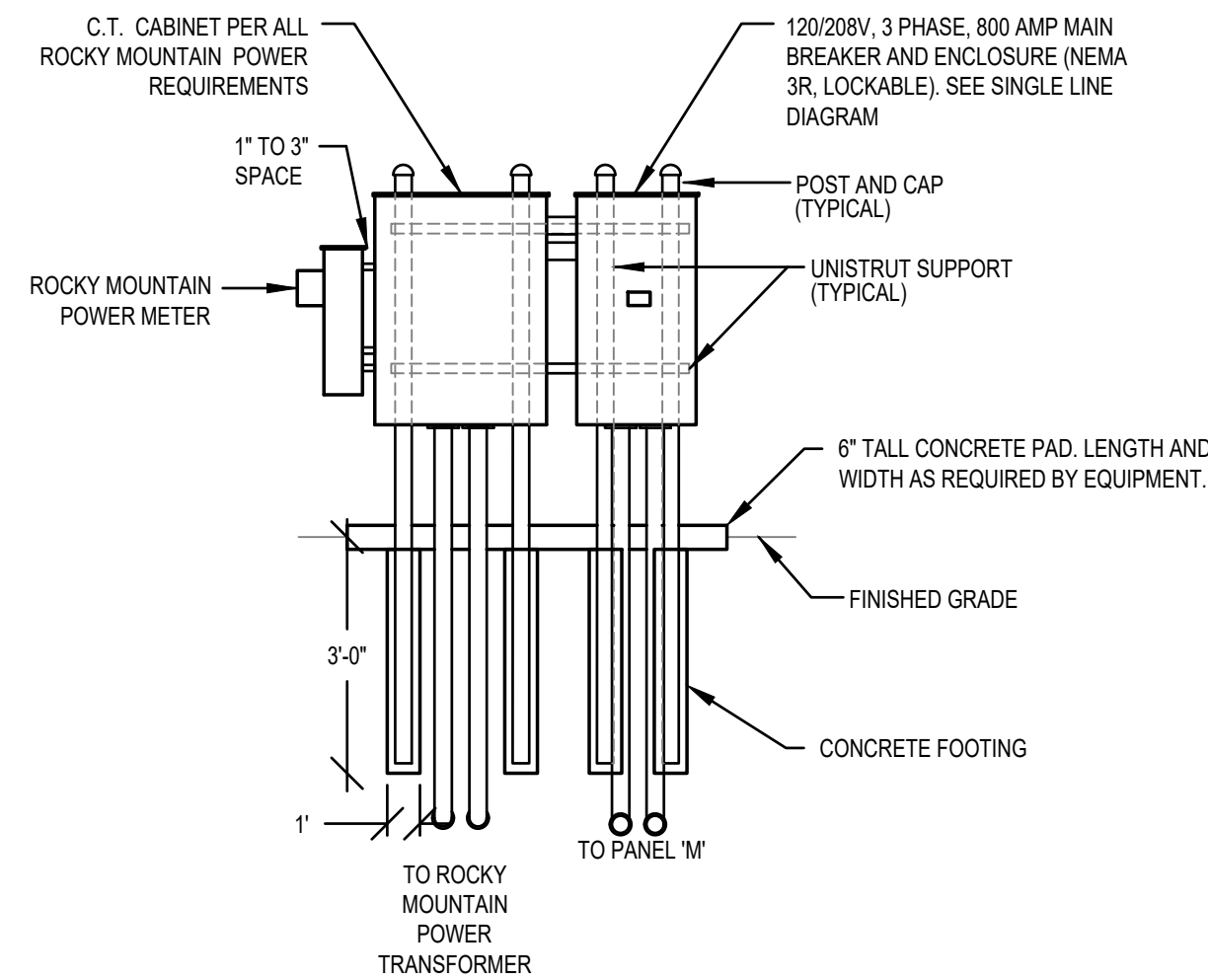
- MARKER TAPE WITH TRACER WIRE LABELED, "CAUTION BURIED ELECTRIC CONDUITS BELOW" DIRECTLY OVER POWER CONDUITS 6" MINIMUM BELOW GRADE.
- CLEAN BACKFILL CONTAINING NO ROCKS LARGER THAN 4" DIA.
- BACKFILL MATERIAL WITHIN 4" TO 6" OF CONDUIT SHALL PASS THROUGH A 3/4" SIEVE FRAME OR SAND WITHOUT ANY SHARP OR FOREIGN OBJECTS.
- ALL CONDUITS SHOWN SHALL BE SCHEDULE 40 PVC.
- UNDISTURBED EARTH.
- MARKER TAPE WITH TRACER WIRE LABELED, "CAUTION BURIED DATA/COMMUNICATION CONDUIT BELOW" DIRECTLY OVER DATA/COMM CONDUITS.
- TRENCHES SHALL BE A UNIFORM DEPTH FOR ENTIRE LENGTH OF TRENCH SO CONDUITS CAN SIT FLAT (HORIZONTAL) WITH THE GROUND.
- FINISHED GRADE.

TRENCHING GENERAL NOTES:

- PROVIDE PULL 1/4" NYLON ROPES IN ALL CONDUITS.
- HORIZONTAL AND VERTICAL SEPARATION BETWEEN CONDUIT SHALL BE MAINTAINED BY INSTALLING HIGH IMPACT SPACERS WITH HORIZONTAL INTERVALS OF EIGHT FEET.
- ALL MARKER TAPE SHALL CONTAIN #10 TRACER WIRE.
- REFER TO THE ROCKY MOUNTAIN POWER SIX STATE ESR MANUAL FOR ADDITIONAL INFORMATION.
- VERIFY ALL REQUIREMENTS WITH DIRECT COMMUNICATIONS PRIOR TO TRENCHING.



4 CT CABINET/METER AND MAIN BREAKER MOUNTING DETAIL SCALE: none



NOTE:
DESIGN SHOWN FOR CONCRETE CONCRETE PAD AND FOOTING ARE FOR INFORMATIONAL PURPOSES ONLY TO CONVEY THE NECESSARY REQUIREMENTS. ELECTRICAL CONTRACTOR SHALL BE REQUIRED TO PROVIDE A CONCRETE PAD / FOOTING DESIGN AND ASSOCIATED STRUCTURAL CALCULATIONS AND SUBMIT THEM TO THE ENGINEER AS A DEFERRED SUBMITTAL FOR REVIEW. THE CONCRETE PAD / FOOTING DESIGN SHALL BE STAMPED AND SIGNED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF UTAH. THE CONCRETE PAD / FOOTING DESIGN SHALL BE BASED UPON THE PANELBOARD SIZE / WEIGHT, SOIL CONDITIONS, ETC.



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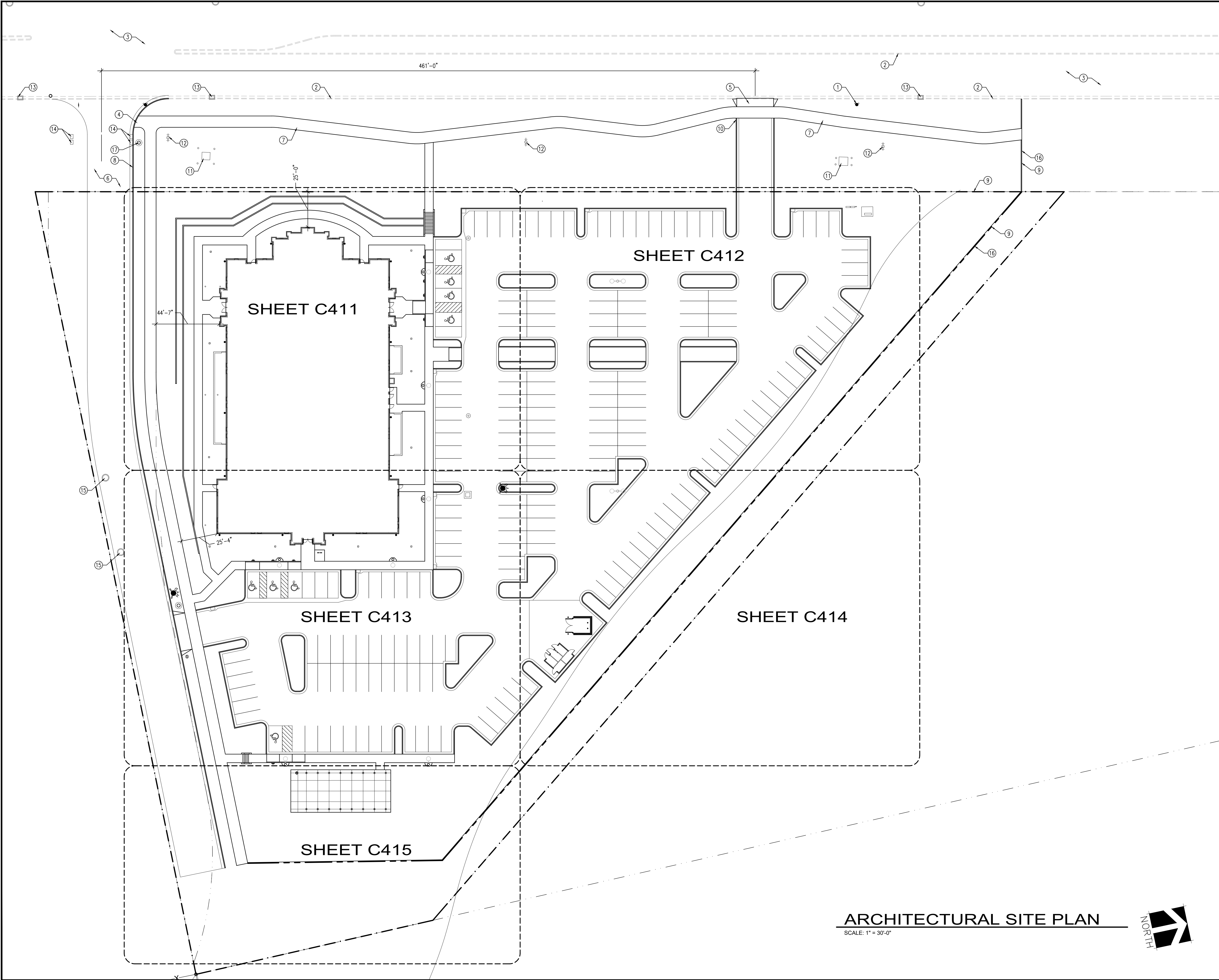
August 30, 2023

Sheet Title

ELECTRICAL SITE PLAN
DETAILS

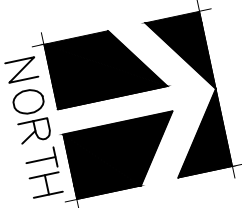
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C303



ARCHITECTURAL SITE PLAN

SCALE: 1" = 30'-0"



GENERAL NOTES

1. CONCRETE RADII ARE 4'-0" UNLESS NOTED OTHERWISE.
2. COORDINATE ALL SITE WORK WITH ALL OTHER CONTRACT DOCUMENTS.
3. ALL APPLICABLE ELEMENTS OF THE AMERICAN'S WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.
4. ALL NOTED ITEMS ARE NEW UNLESS NOTED OTHERWISE.
5. ALL CONSTRUCTION IS TO BE DONE PER THE LATEST EDITION OF THE EAGLE MOUNTAIN CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
6. PRIOR TO CONSTRUCTION, AN EROSION AND SEDIMENTATION CONTROL PLAN WILL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR FOR APPROVAL.
7. ALL ADA ACCESSIBLE SIDEWALK RAMPs WILL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE EAGLE MOUNTAIN CITY DESIGN STANDARDS AND PUBLIC IMPROVEMENTS SPECIFICATIONS.
8. ANY DISTURBED AREA OUTSIDE OF CONSTRUCTION LIMITS/PROPERTY LINE ON ADJACENT LANDOWNERS IN UNDEVELOPED LOTS, WILL NEED TO BE RE-VEGETATED WITH EAGLE MOUNTAIN CITY SEED MIX.

SITE INFORMATION

TOTAL PARCEL AREA: 203,275 sf / 4.667 AC

BUILDING AREAS

- CHAPEL: 24,076 sf
- PAVILION: 1,462 sf
- STORAGE BUILDING: 236 sf

IMPERVIOUS AREAS (ON-SITE)

- WALKS, PADS, APRONS: 15,842 sf
- CURB AND GUTTER (LF): 3,499 lf
- ASPHALT: 74,436 sf

LANDSCAPE AREA: SEE LANDSCAPE PLAN

TOTAL PARKING SPACES REQUIRED

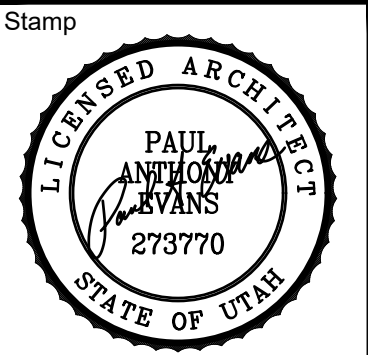
- 1 STALL PER 20 S.F. CHAPEL
- 3,067 sf / 20 sf = 154 REQUIRED SPACES

TOTAL PARKING SPACES PROVIDED

- REGULAR: 200
- ACCESSIBLE: 7
- VAN ACCESSIBLE: 1
- TOTAL SPACES PROVIDED: 208

KEYED NOTES

1. EXISTING FIRE HYDRANT TO REMAIN; PROTECT DURING CONSTRUCTION
2. EXISTING CONCRETE CURB AND GUTTER TO REMAIN; PROTECT DURING CONSTRUCTION
3. EXISTING ASPHALT PAVING TO REMAIN; PROTECT DURING CONSTRUCTION
4. CONCRETE ADA RAMP, LANDING, TRUNCATED DOME PER EAGLE MOUNTAIN CITY STANDARDS
5. DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS; SAWCUT AND REMOVE EXISTING CONCRETE CURB AND GUTTER AS NECESSARY
6. ASPHALT PAVING; INSTALL PER EAGLE MOUNTAIN CITY STANDARDS
7. 8'-0" WIDE MEANDERING ASPHALT TRAIL; INSTALL PER EAGLE MOUNTAIN CITY STANDARDS
8. CONCRETE CURB AND GUTTER; INSTALL PER EAGLE MOUNTAIN CITY STANDARDS
9. PROPERTY LINE
10. TAPER CONCRETE CURB TO SIDEWALK LEVEL AT DRIVE ENTRANCES; TYPICAL BOTH SIDES; SEE G/C501
11. EXISTING ELECTRICAL EQUIPMENT TO REMAIN; PROTECT DURING CONSTRUCTION
12. EXISTING POWER POLE TO REMAIN; PROTECT DURING CONSTRUCTION
13. EXISTING STORM DRAIN CATCH BASIN TO REMAIN; PROTECT DURING CONSTRUCTION
14. STORM DRAIN CATCH BASIN; SEE C201 AND C503
15. SANITARY SEWER MANHOLE; SEE UTILITY PLAN
16. 6" CONCRETE MOW STRIP
17. LIGHT POLE; SEE ELECTRICAL



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Project for:
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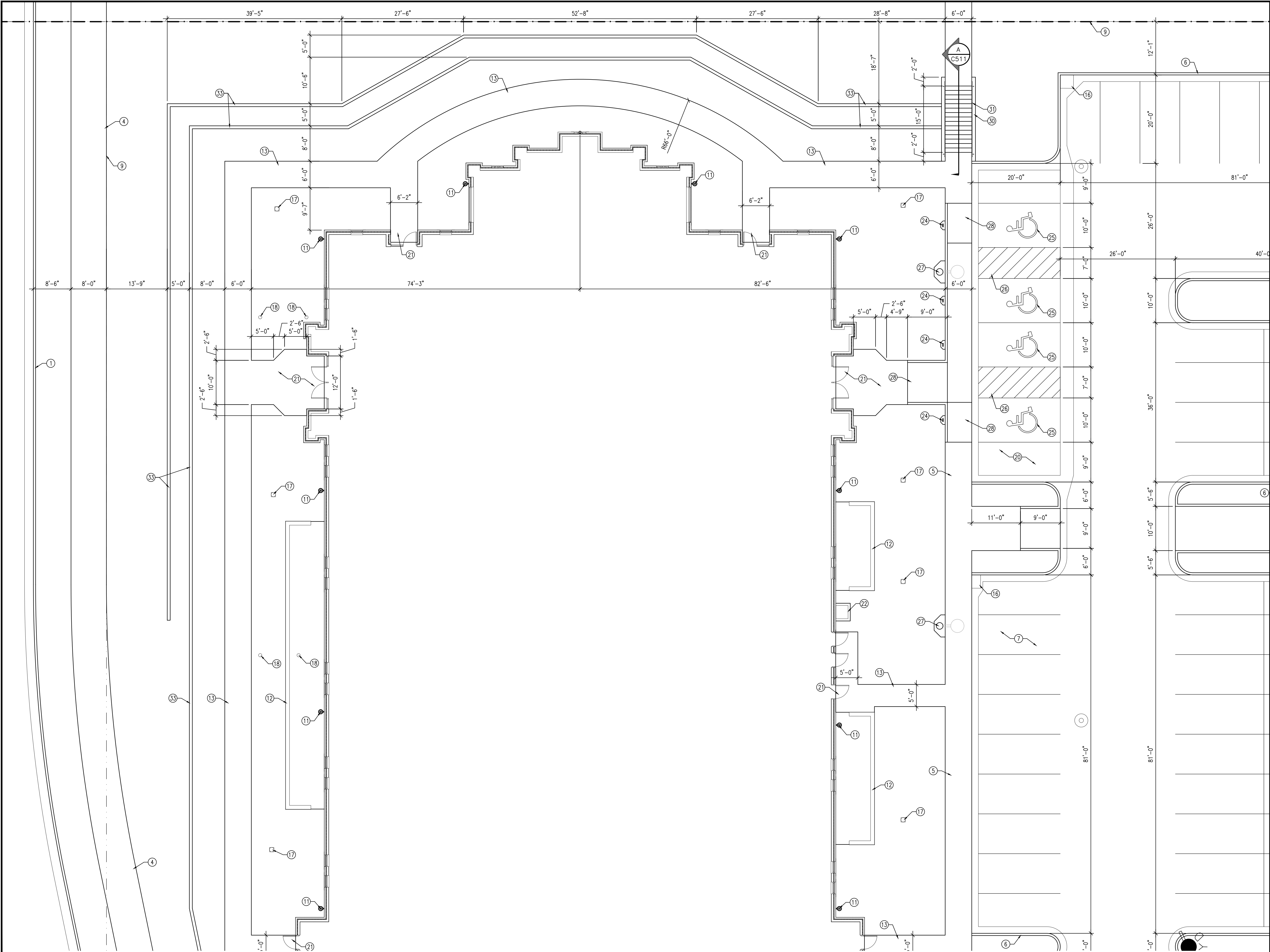
Revisions	Description	
	Mark	Date

Project Number
23-84
Plan Series
Heritage 23-2
Property Number
500-3627-22010101
Date
August 30, 2023

Sheet Title

ARCHITECTURAL SITE PLAN

Sheet
C401



- KEYED NOTES
1.

CONCRETE CURB AND GUTTER PER EAGLE MOUNTAIN CITY STANDARDS
2.

DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS
3.

ASPHALT PAVING; INSTALL PER EAGLE MOUNTAIN CITY STANDARDS
4.

CONCRETE WALK PER EAGLE MOUNTAIN CITY STANDARDS
5.

COMBINATION CONCRETE SIDEWALK-CURB AND GUTTER; SEE B/C501
6.

CONCRETE CURB AND GUTTER; SEE C/C501 AND D/C501
7.

ASPHALT PAVEMENT; SEE A/C502
8.

4" WIDE PAINTED PARKING STRIPS; TYPICAL
9.

PROPERTY LINE
10.

TAPER CONCRETE CURB TO SIDEWALK LEVEL AT DRIVE ENTRANCES; TYPICAL BOTH SIDES; SEE G/C501
11.

DOWNSPOUT CATCH BASIN; SEE C201 AND A/C503
12.

MECHANICAL ENCLOSURE; SEE E/C504 AND F/C504
13.

CONCRETE WALK; SEE A/C501
14.

TRANSFORMER; SEE ELECTRICAL
15.

METER BASE, MAIN BREAKER AND CT CABINET; SEE ELECTRICAL
16.

STORM DRAIN CATCH BASIN; SEE C201 AND C503
17.

STORM DRAIN NYLOPLAST YARD DRAIN WITH DOMED GRATE; SEE C201 AND C503
18.

CLEAN OUT TO GRADE; SEE C203 AND K/C502
19.

WATER METER; SEE C202
20.

CONCRETE PAVEMENT; SEE D/C502
21.

CONCRETE ENTRY; TYPICAL; SEE H/C501
22.

MAIN ELECTRICAL PANEL WITH CONCRETE PAD; SEE ELECTRICAL
23.

ACCESSIBLE STALL SIGNAGE; SEE B/C502
24.

VAN ACCESSIBLE STALL SIGNAGE; SEE B/C502
25.

PAINTED ACCESSIBLE SIGN
26.

PAINTED ACCESSIBLE AISLE
27.

LIGHT POLE WITH CONCRETE APRON; SEE ELECTRICAL
28.

CONCRETE ACCESSIBLE RAMP; K/C501
29.

BIKE RACK WITH CONCRETE PAD; SEE J/C502
30.

10" CONCRETE MOW STRIP; TYPICAL BOTH SIDES
31.

1 1/2" STAINLESS STEEL HANDRAIL; TYPICAL BOTH SIDES
32.

6'-0" HIGH VINYL FENCE; SEE G/C502
33.

KEYSTONE RETAINING WALL; SEE -/-
34.

STORAGE BUILDING; SEE STORAGE BUILDING DRAWINGS
35.

DUMPSTER ENCLOSURE; SEE C/C504
36.

BOLLARD; C/C502
37.

PAVILION WITH CONCRETE PAD; SEE PAVILION DRAWINGS
38.

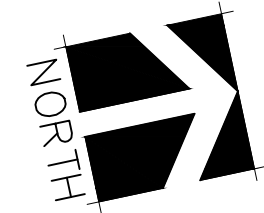
DRINKING FOUNTAIN; SEE UTILITY PLAN
39.

FIRE HYDRANT; SEE UTILITY PLAN

1

ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'-0"



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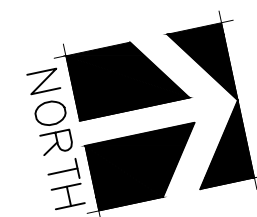
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Date August 30, 2023			

Sheet Title

ENLARGED SITE PLAN

Sheet

C411



1. CONCRETE CURB AND GUTTER PER EAGLE MOUNTAIN CITY STANDARDS
2. DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS
3. ASPHALT PAVING; INSTALL PER EAGLE MOUNTAIN CITY STANDARDS
4. CONCRETE WALK PER EAGLE MOUNTAIN CITY STANDARDS
5. COMBINATION CONCRETE SIDEWALK-CURB AND GUTTER; SEE B/C501
6. CONCRETE CURB AND GUTTER; SEE C/C501 AND D/C501
7. ASPHALT PAVEMENT; SEE A/C502
8. 4" WIDE PAINTED PARKING STRIPS; TYPICAL
9. PROPERTY LINE
10. TAPER CONCRETE CURB TO SIDEWALK LEVEL AT DRIVE ENTRANCES; TYPICAL BOTH SIDES; SEE G/C501
11. DOWNSPOUT CATCH BASIN; SEE C201 AND A/C503
12. MECHANICAL ENCLOSURE; SEE E/C504 AND F/C504
13. CONCRETE WALK; SEE A/C501
14. TRANSFORMER; SEE ELECTRICAL
15. METER BASE, MAIN BREAKER AND CT CABINET; SEE ELECTRICAL
16. STORM DRAIN CATCH BASIN; SEE C201 AND C503
17. STORM DRAIN NYLOPLAST YARD DRAIN WITH DOMED GRATE; SEE C201 AND C503
18. CLEAN OUT TO GRADE; SEE C203 AND K/C502
19. WATER METER; SEE C202
20. CONCRETE PAVEMENT; SEE D/C502
21. CONCRETE ENTRY; TYPICAL; SEE H/C501
22. MAIN ELECTRICAL PANEL WITH CONCRETE PAD; SEE ELECTRICAL
23. ACCESSIBLE STALL SIGNAGE; SEE B/C502
24. VAN ACCESSIBLE STALL SIGNAGE; SEE B/C502
25. PAINTED ACCESSIBLE SIGN
26. PAINTED ACCESSIBLE AISLE
27. LIGHT POLE WITH CONCRETE APRON; SEE ELECTRICAL
28. CONCRETE ACCESSIBLE RAMP; K/C501
29. BIKE RACK WITH CONCRETE PAD; SEE J/C502
30. 10" CONCRETE MOW STRIP; TYPICAL BOTH SIDES
31. 1 1/2" STAINLESS STEEL HANDRAIL; TYPICAL BOTH SIDES
32. 6"-0" HIGH VINYL FENCE; SEE G/C502
33. KEYSTONE RETAINING WALL; SEE --/--
34. STORAGE BUILDING; SEE STORAGE BUILDING DRAWINGS
35. DUMPSTER ENCLOSURE; SEE C/C504
36. BOLLARD; C/C502
37. PAVILION WITH CONCRETE PAD; SEE PAVILION DRAWINGS
38. DRINKING FOUNTAIN; SEE UTILITY PLAN
39. FIRE HYDRANT; SEE UTILITY PLAN

Revisions		
Mark	Date	Description

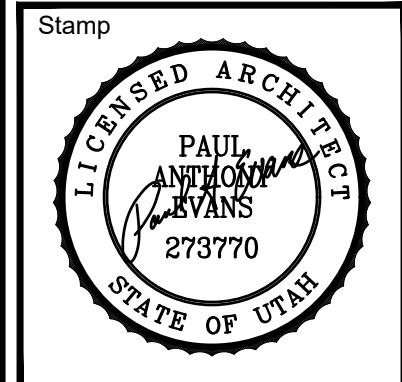
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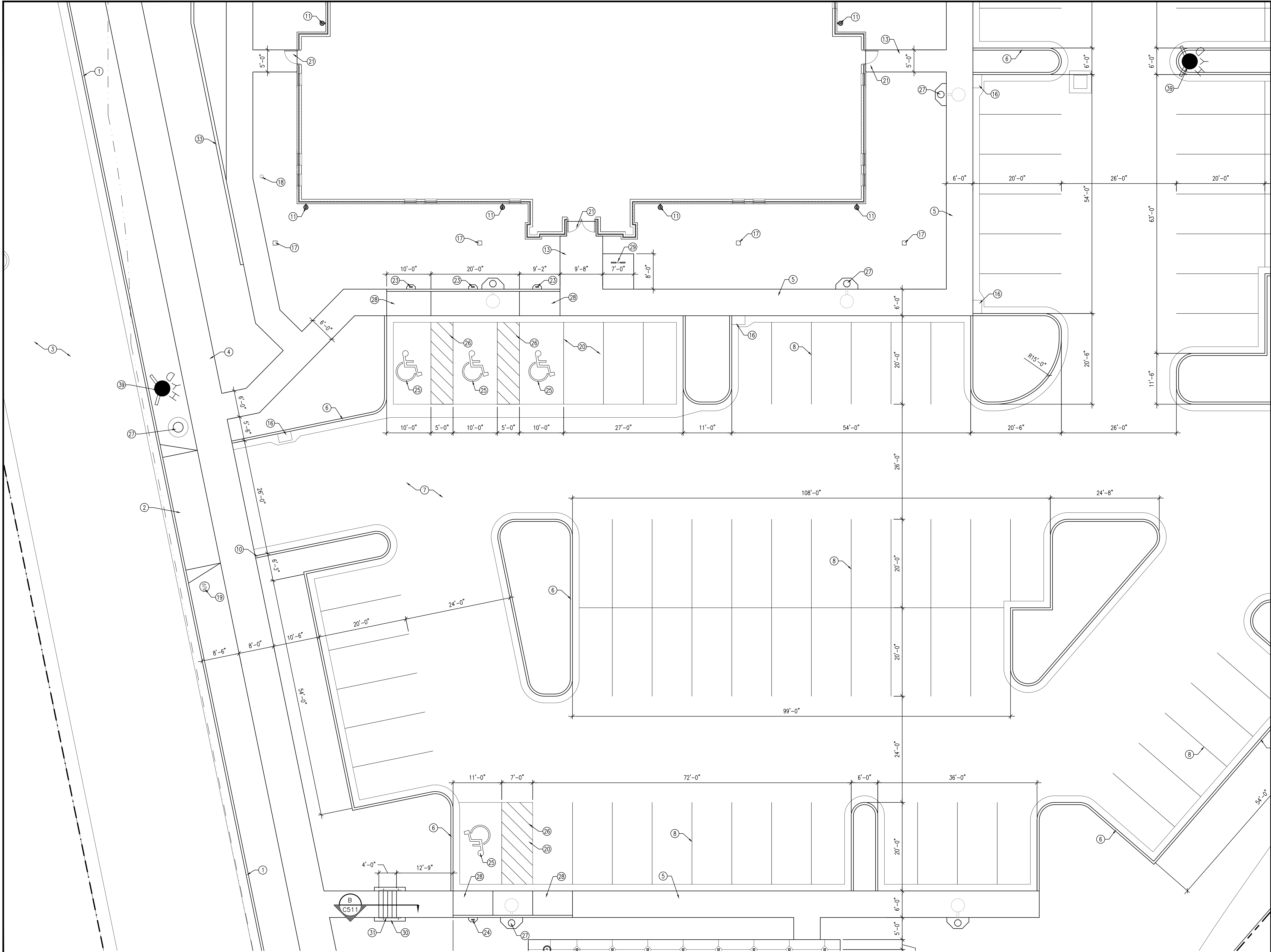
ENLARGED SITE PLAN

Sheet

C412



A New Building for
Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake



- KEYED NOTES
1.

CONCRETE CURB AND GUTTER PER EAGLE MOUNTAIN CITY STANDARDS
2.

DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS
3.

ASPHALT PAVING; INSTALL PER EAGLE MOUNTAIN CITY STANDARDS
4.

CONCRETE WALK PER EAGLE MOUNTAIN CITY STANDARDS
5.

COMBINATION CONCRETE SIDEWALK-CURB AND GUTTER; SEE B/C501
6.

CONCRETE CURB AND GUTTER; SEE C/C501 AND D/C501
7.

ASPHALT PAVEMENT; SEE A/C502
8.

4" WIDE PAINTED PARKING STRIPS; TYPICAL
9.

PROPERTY LINE
10.

TAPER CONCRETE CURB TO SIDEWALK LEVEL AT DRIVE ENTRANCES; TYPICAL BOTH SIDES; SEE G/C501
11.

DOWNSPOUT CATCH BASIN; SEE C201 AND A/C503
12.

MECHANICAL ENCLOSURE; SEE E/C504 AND F/C504
13.

CONCRETE WALK; SEE A/C501
14.

TRANSFORMER; SEE ELECTRICAL
15.

METER BASE, MAIN BREAKER AND CT CABINET; SEE ELECTRICAL
16.

STORM DRAIN CATCH BASIN; SEE C201 AND C503
17.

STORM DRAIN NYLOPLAST YARD DRAIN WITH DOMED GRATE; SEE C201 AND C503
18.

CLEAN OUT TO GRADE; SEE C203 AND K/C502
19.

WATER METER; SEE C202
20.

CONCRETE PAVEMENT; SEE D/C502
21.

CONCRETE ENTRY; TYPICAL; SEE H/C501
22.

MAIN ELECTRICAL PANEL WITH CONCRETE PAD; SEE ELECTRICAL
23.

ACCESSIBLE STALL SIGNAGE; SEE B/C502
24.

VAN ACCESSIBLE STALL SIGNAGE; SEE B/C502
25.

PAINTED ACCESSIBLE SIGN
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PAINTED ACCESSIBLE AISLE
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LIGHT POLE WITH CONCRETE APRON; SEE ELECTRICAL
28.

CONCRETE ACCESSIBLE RAMP; K/C501
29.

BIKE RACK WITH CONCRETE PAD; SEE J/C502
30.

10" CONCRETE MOW STRIP; TYPICAL BOTH SIDES
31.

1 1/2" STAINLESS STEEL HANDRAIL; TYPICAL BOTH SIDES
32.

6" CONCRETE MOW STRIP
33.

KEYSTONE RETAINING WALL; SEE -/-
34.

STORAGE BUILDING; SEE STORAGE BUILDING DRAWINGS
35.

DUMPSTER ENCLOSURE; SEE C/C504
36.

BOLLARD; C/C502
37.

PAVILION WITH CONCRETE PAD; SEE PAVILION DRAWINGS
38.

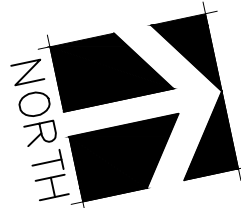
DRINKING FOUNTAIN; SEE UTILITY PLAN
39.

FIRE HYDRANT; SEE UTILITY PLAN

1

ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'-0"



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Project for:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

Revisions	Mark	Date	Description

Project Number

23-84

Plan Series

Heritage 23-2

Property Number

500-3627-22010101

Date

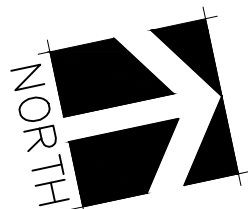
August 30, 2023

Sheet Title

ENLARGED SITE PLAN

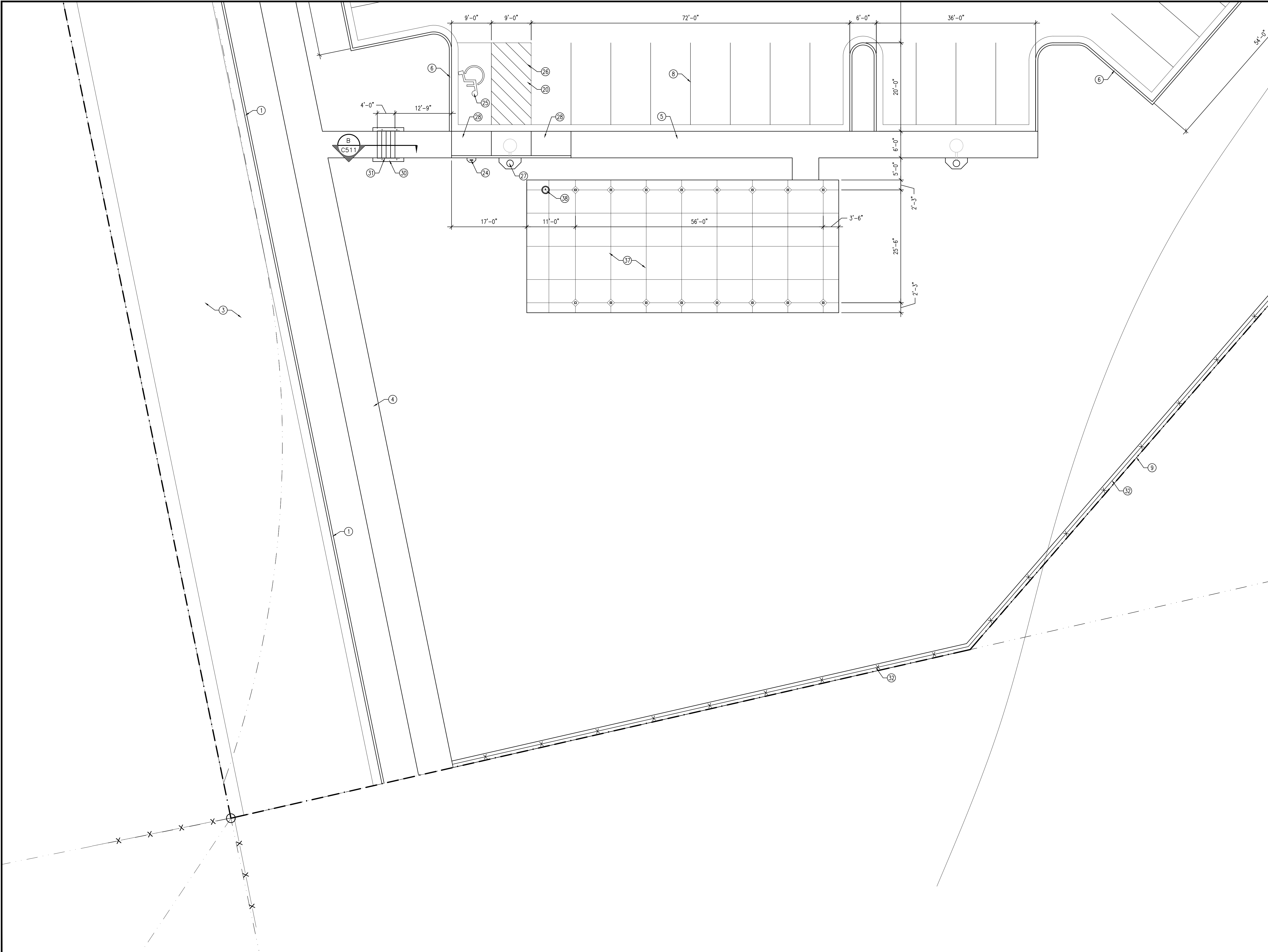
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C413



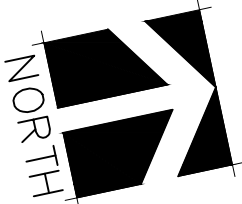
C414

A New Building for
Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake



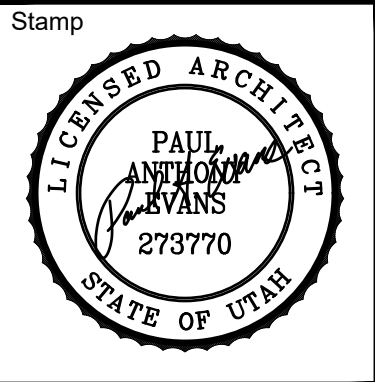
1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'-0"



KEYED NOTES

1. CONCRETE CURB AND GUTTER PER EAGLE MOUNTAIN CITY STANDARDS
2. DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS
3. ASPHALT PAVING; INSTALL PER EAGLE MOUNTAIN CITY STANDARDS
4. CONCRETE WALK PER EAGLE MOUNTAIN CITY STANDARDS
5. COMBINATION CONCRETE SIDEWALK-CURB AND GUTTER; SEE B/C501
6. CONCRETE CURB AND GUTTER; SEE C/C501 AND D/C501
7. ASPHALT PAVEMENT; SEE A/C502
8. 4" WIDE PAINTED PARKING STRIPS; TYPICAL
9. PROPERTY LINE
10. TAPER CONCRETE CURB TO SIDEWALK LEVEL AT DRIVE ENTRANCES; TYPICAL BOTH SIDES; SEE G/C501
11. DOWNSPOUT CATCH BASIN; SEE C201 AND A/C503
12. MECHANICAL ENCLOSURE; SEE E/C504 AND F/C504
13. CONCRETE WALK; SEE A/C501
14. TRANSFORMER; SEE ELECTRICAL
15. METER BASE, MAIN BREAKER AND CT CABINET; SEE ELECTRICAL
16. STORM DRAIN CATCH BASIN; SEE C201 AND C503
17. STORM DRAIN NYLOPLAST YARD DRAIN WITH DOMED GRATE; SEE C201 AND C503
18. CLEAN OUT TO GRADE; SEE C203 AND K/C502
19. WATER METER; SEE C202
20. CONCRETE PAVEMENT; SEE D/C502
21. CONCRETE ENTRY; TYPICAL; SEE H/C501
22. MAIN ELECTRICAL PANEL WITH CONCRETE PAD; SEE ELECTRICAL
23. ACCESSIBLE STALL SIGNAGE; SEE B/C502
24. VAN ACCESSIBLE STALL SIGNAGE; SEE B/C502
25. PAINTED ACCESSIBLE SIGN
26. PAINTED ACCESSIBLE AISLE
27. LIGHT POLE WITH CONCRETE APRON; SEE ELECTRICAL
28. CONCRETE ACCESSIBLE RAMP; K/C501
29. BIKE RACK WITH CONCRETE PAD; SEE J/C502
30. 10" CONCRETE MOW STRIP; TYPICAL BOTH SIDES
31. 1 1/2" STAINLESS STEEL HANDRAIL; TYPICAL BOTH SIDES
32. 6'-0" HIGH VINYL FENCE; SEE G/C502
33. KEYSTONE RETAINING WALL; SEE -/-
34. STORAGE BUILDING; SEE STORAGE BUILDING DRAWINGS
35. DUMPSTER ENCLOSURE; SEE C/C504
36. BOLLARD; C/C502
37. PAVILION WITH CONCRETE PAD; SEE PAVILION DRAWINGS
38. DRINKING FOUNTAIN; SEE UTILITY PLAN
39. FIRE HYDRANT; SEE UTILITY PLAN



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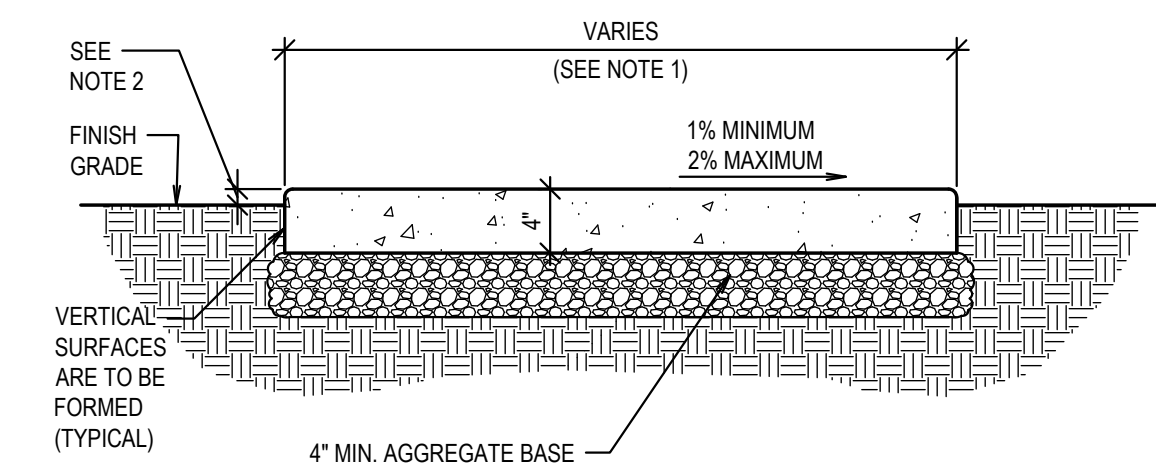
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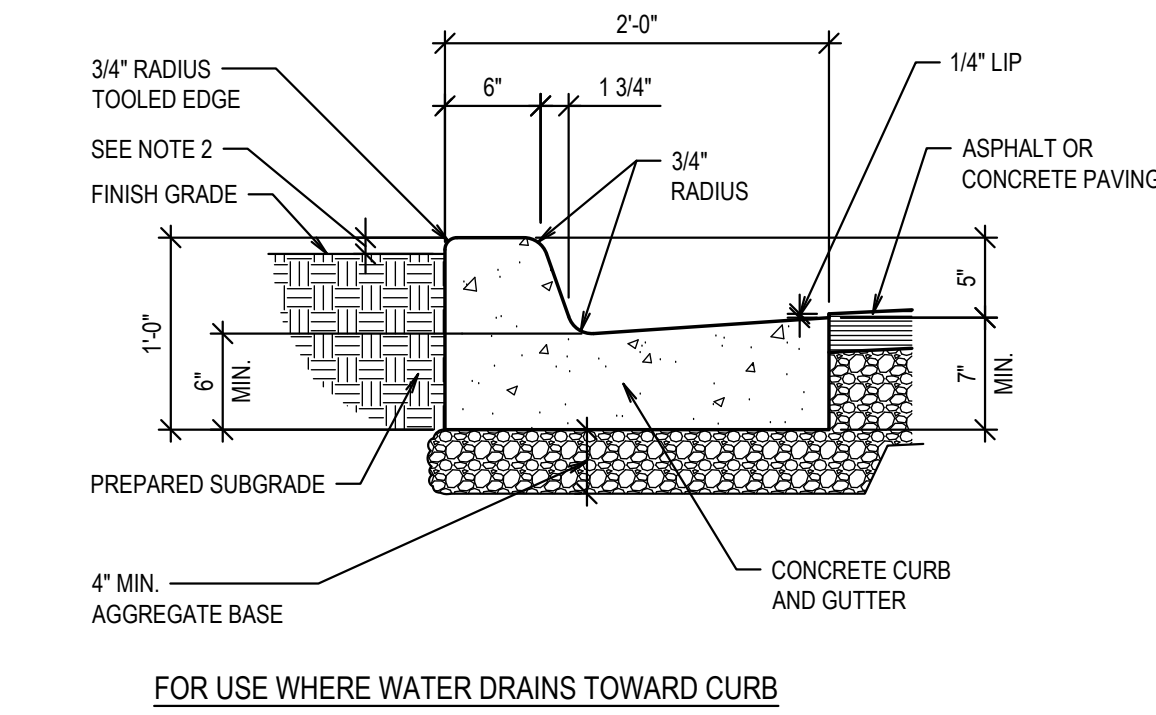
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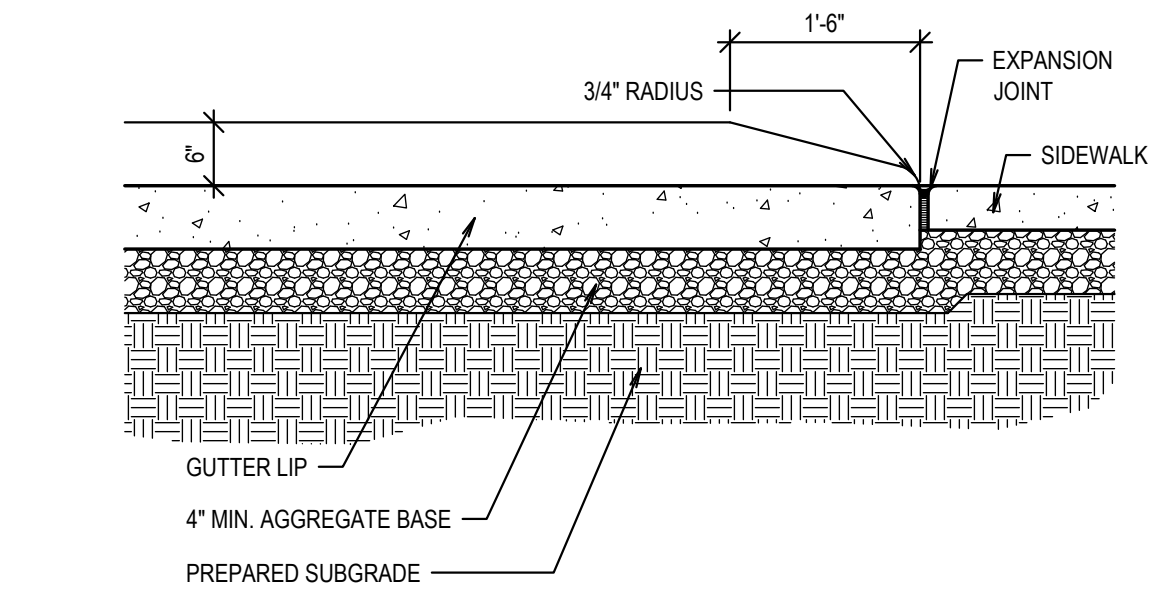
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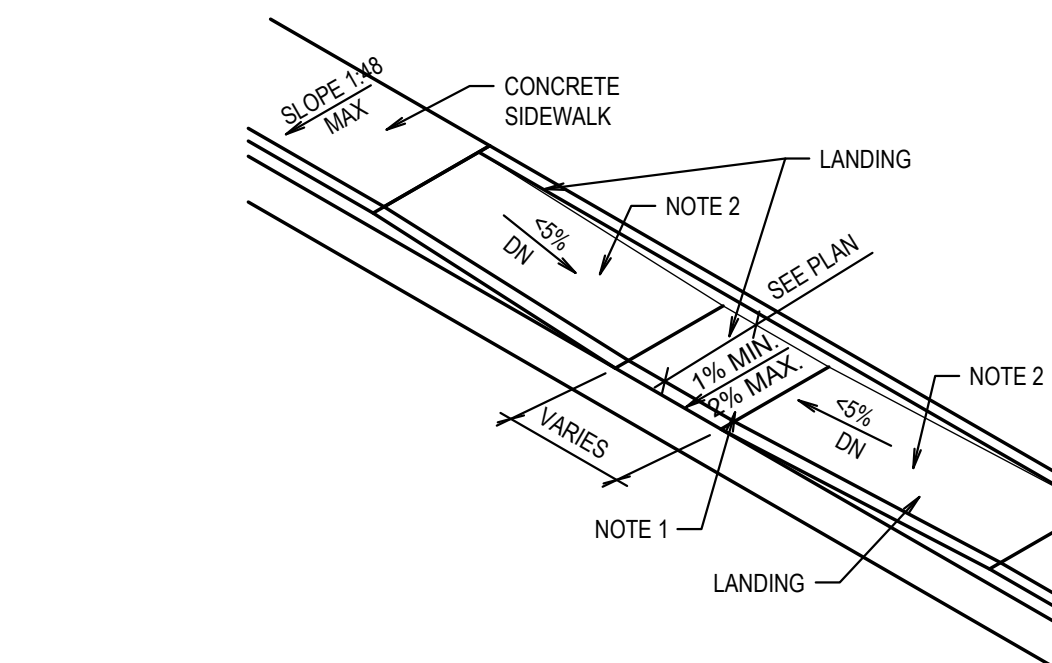
A SIDEWALK DETAIL
SCALE: N.T.S.



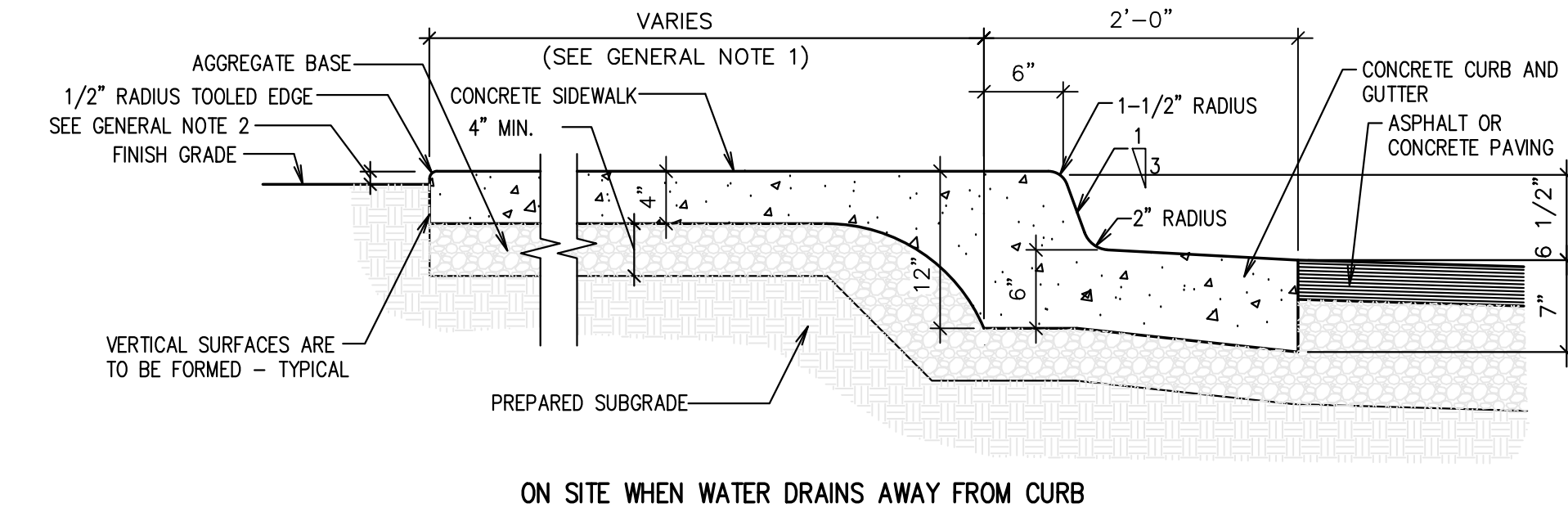
C CURB AND GUTTER - IN FLOW
SCALE: N.T.S.



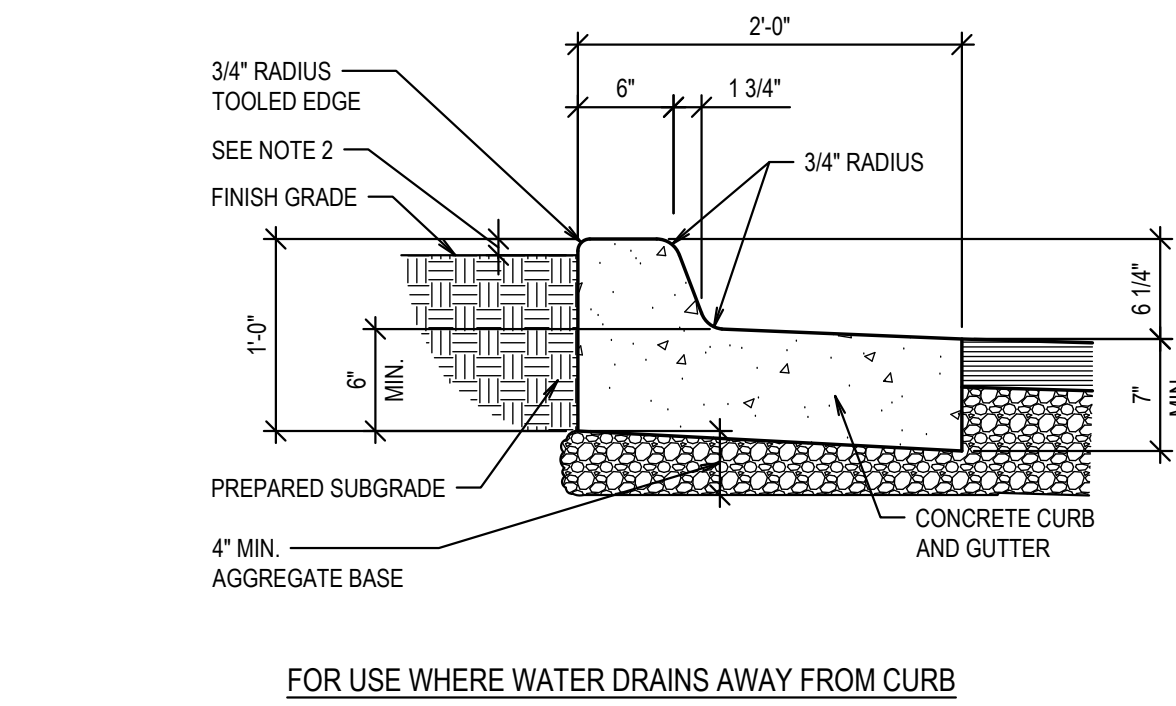
G CURB TRANSITION
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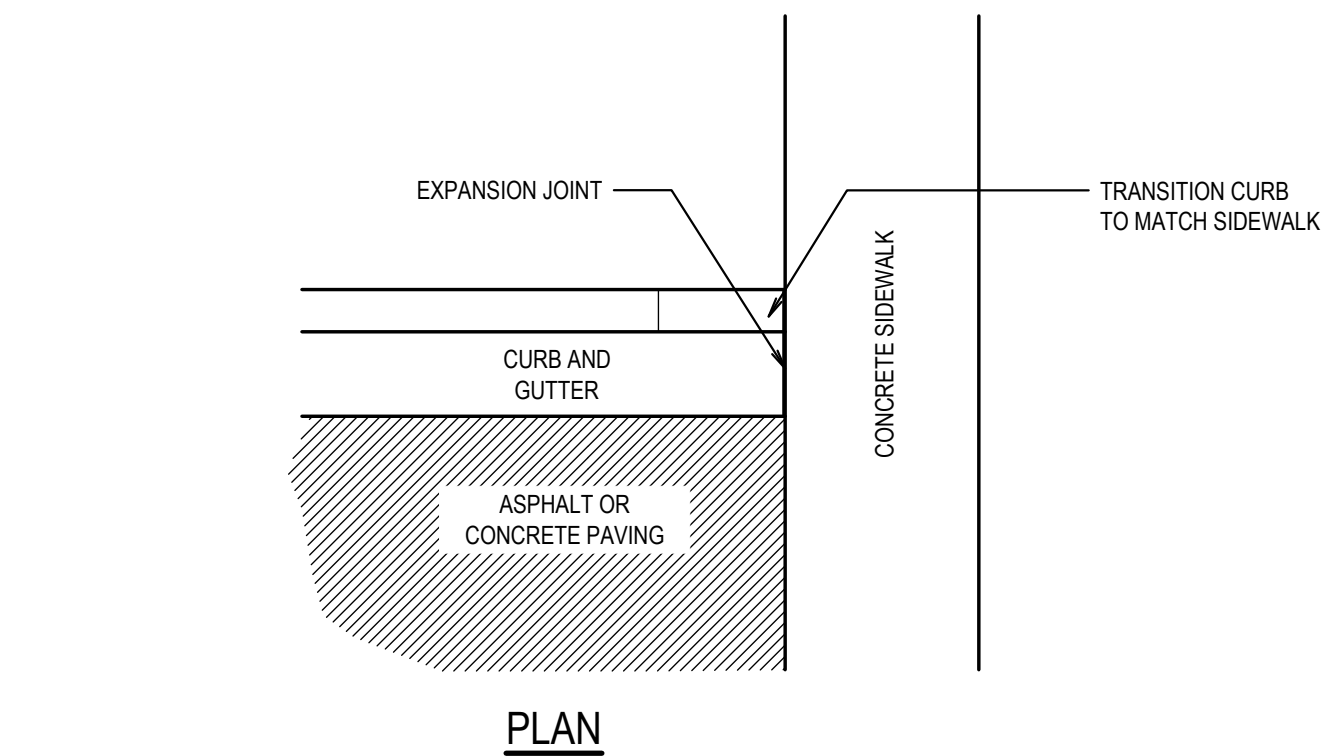
K ACCESSIBLE SLOPED WALK DETAILS
SCALE: N.T.S.



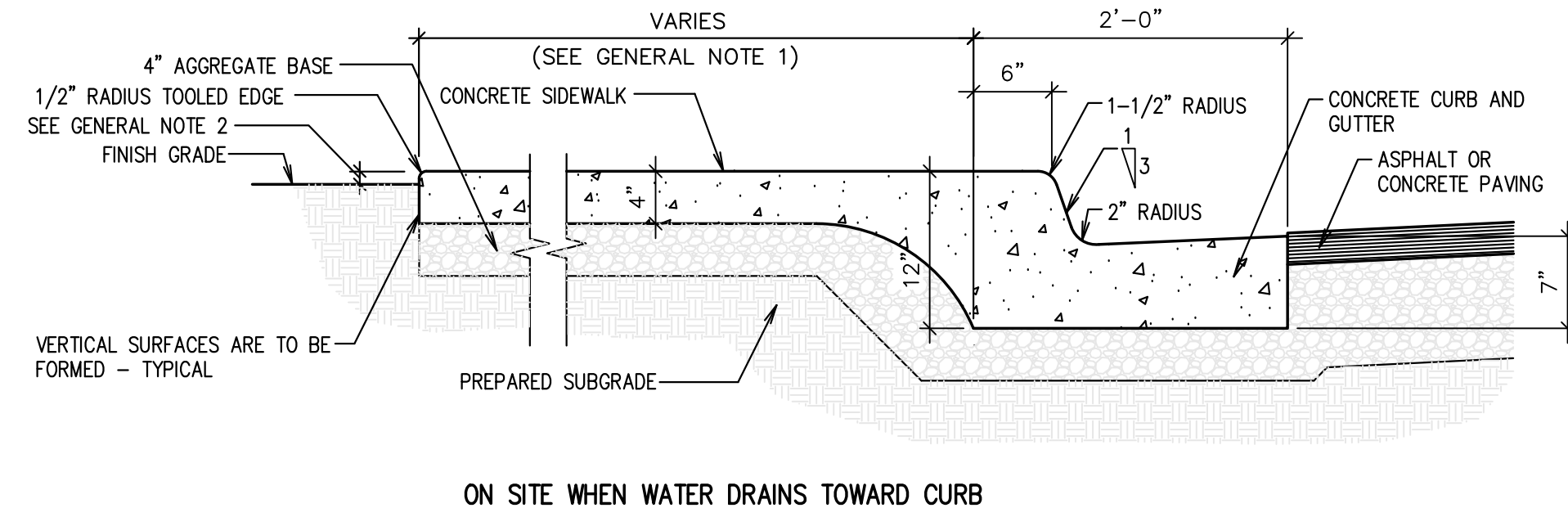
B INTEGRAL SIDEWALK, CURB AND GUTTER
SCALE: N.T.S.



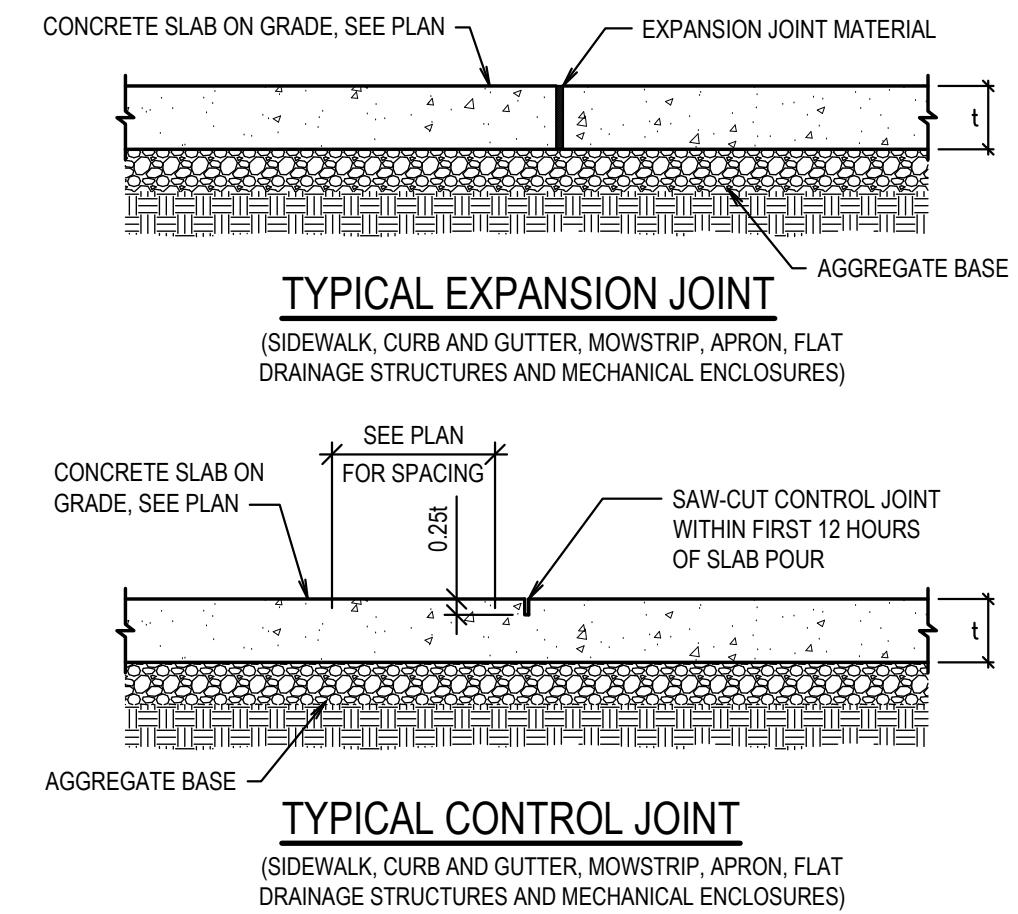
D CURB AND GUTTER - OUT FLOW
SCALE: N.T.S.



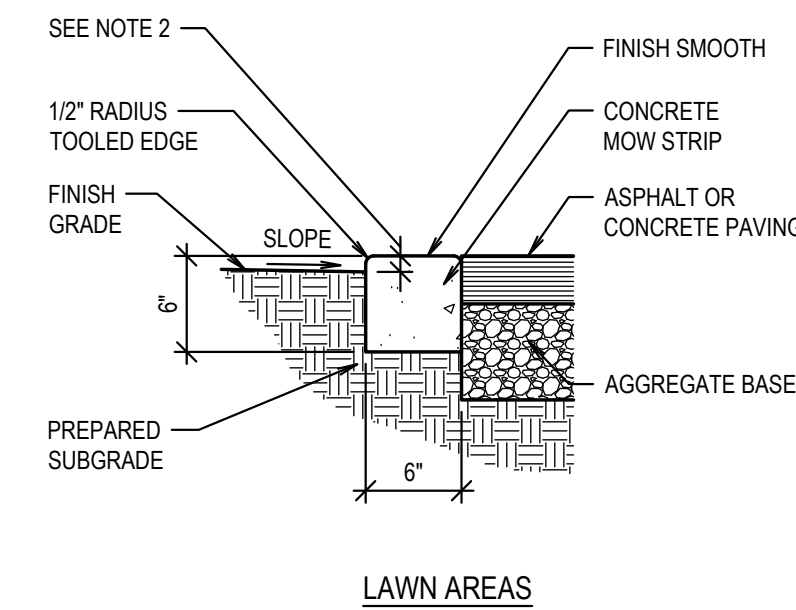
H ENTRY DETAIL
SCALE: N.T.S.



E CONCRETE WATERWAY -
FLAT DRAINAGE STRUCTURE
SCALE: N.T.S.



F EXPANSION AND CONTROL JOINT
SCALE: N.T.S.



J MOW STRIP
SCALE: N.T.S.

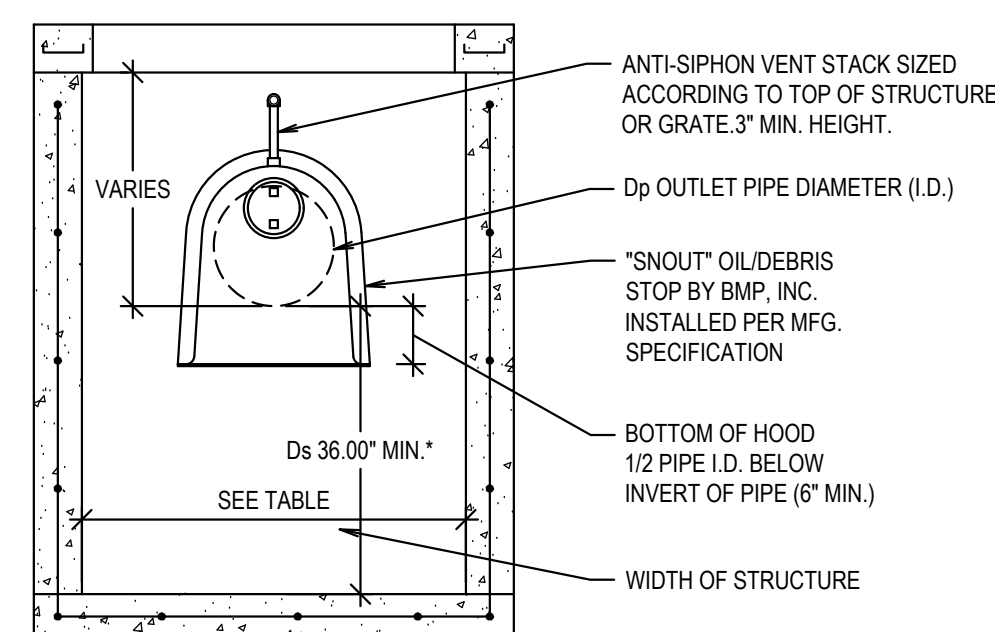
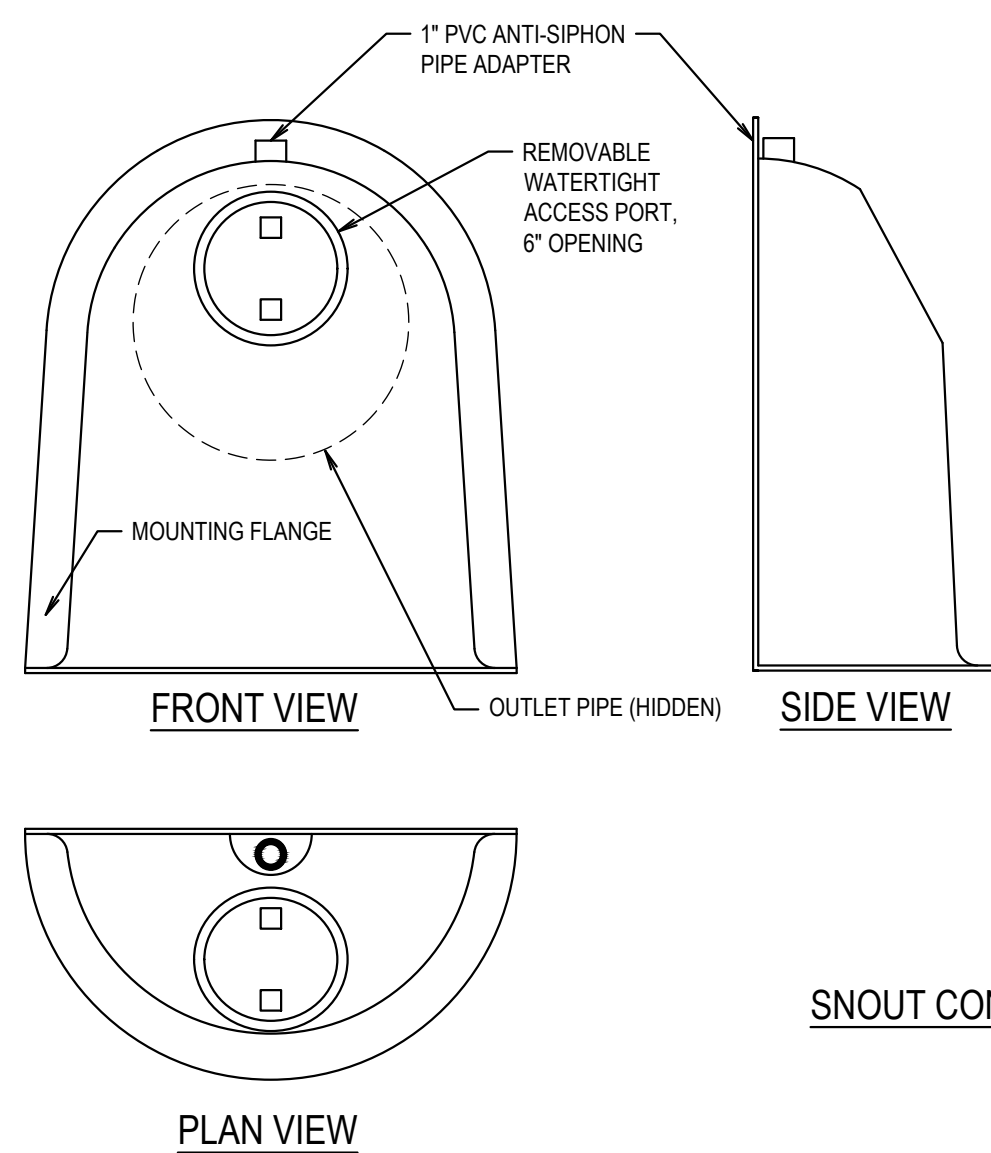
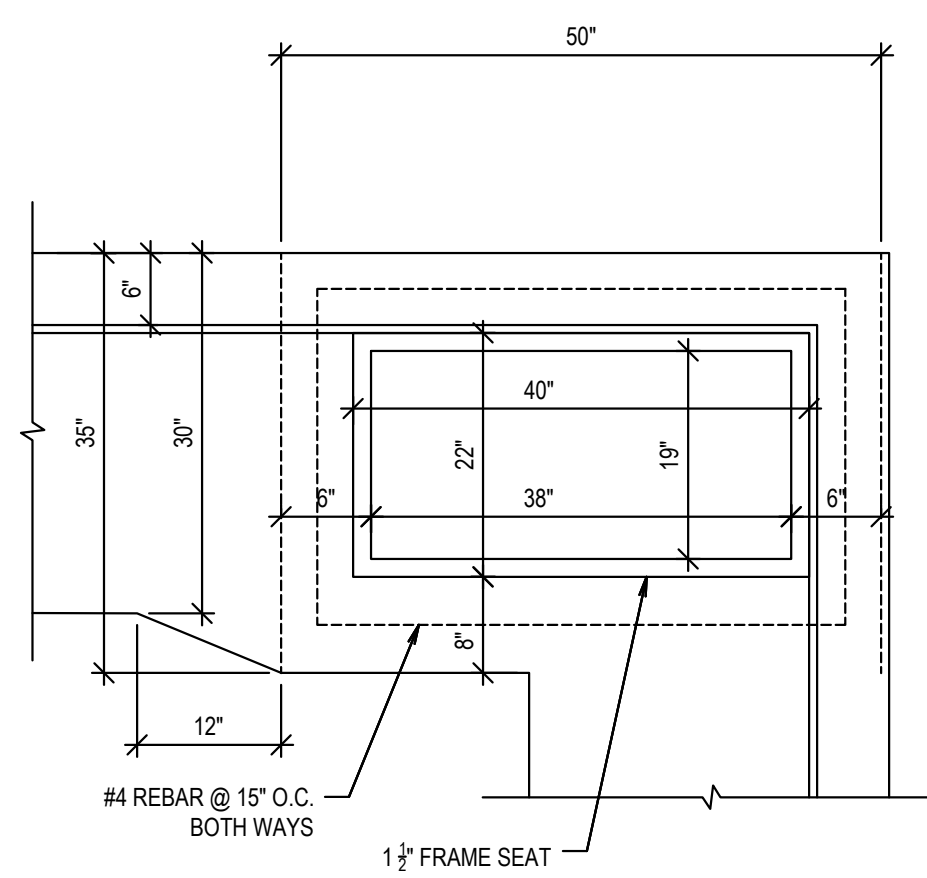
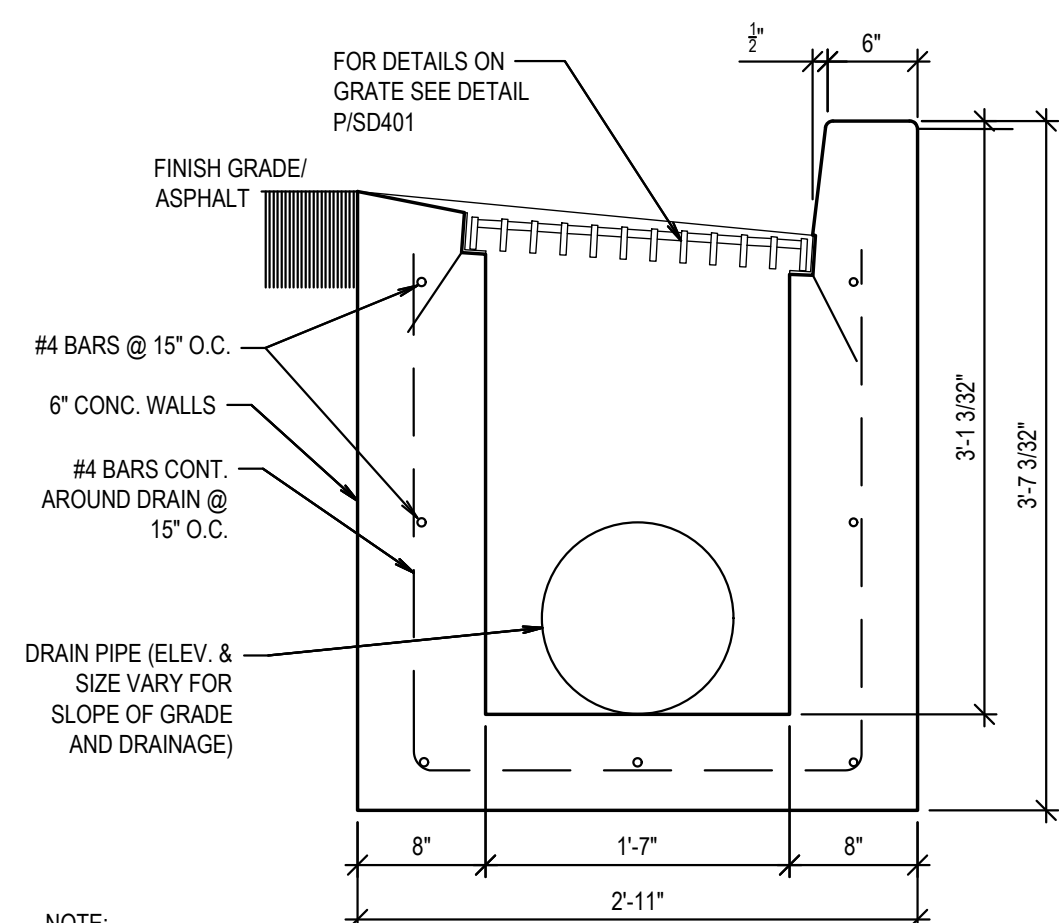
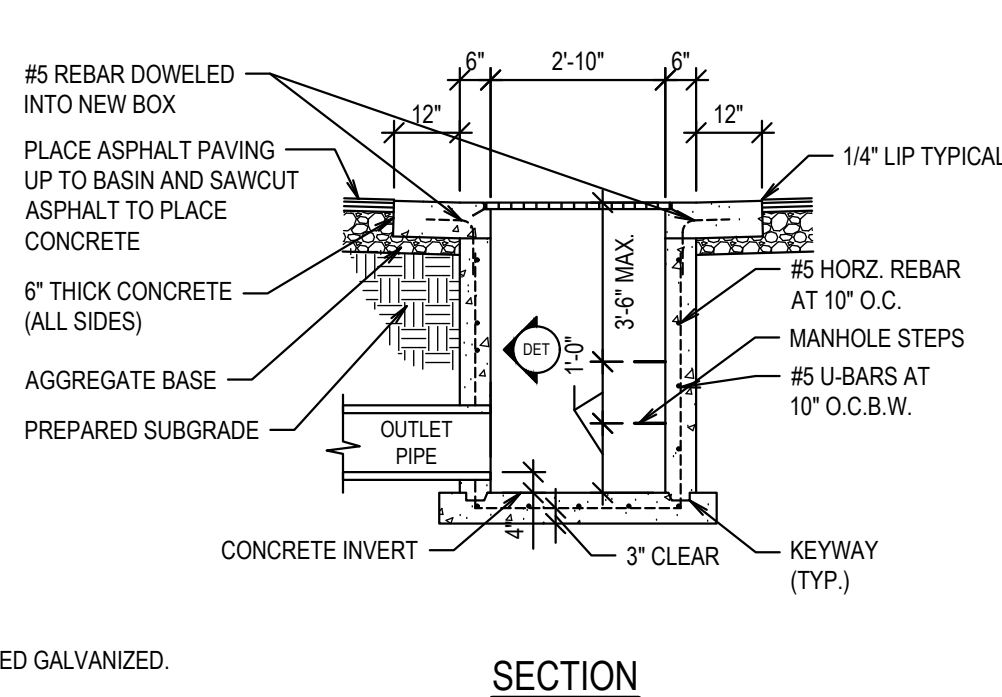
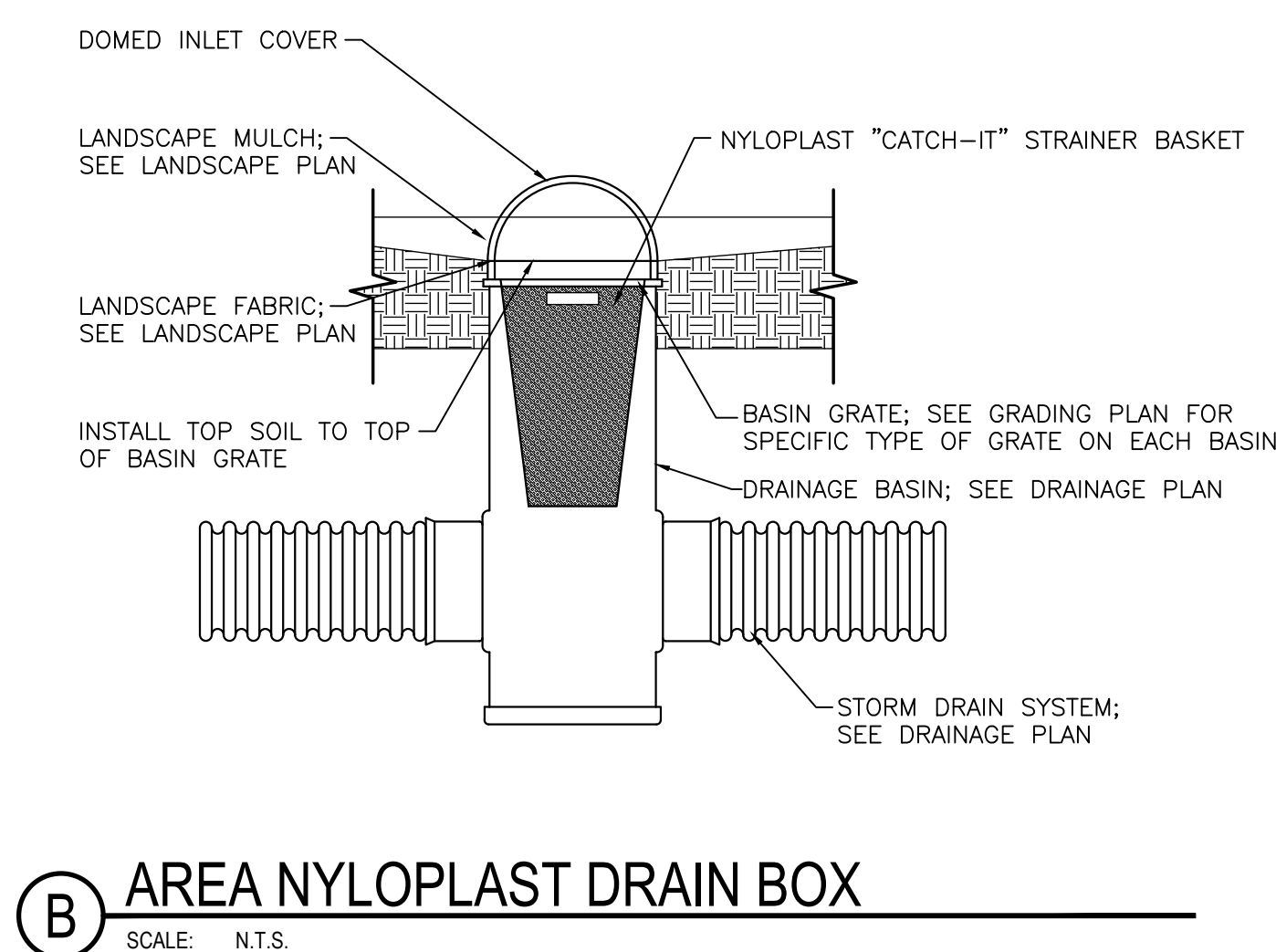
GENERAL NOTES

- SEE SITE PLAN FOR APRON, MOW STRIP AND SIDEWALK LOCATIONS AND WIDTHS.
- 1" PRIOR TO SEEDING, 2" PRIOR TO SODDING AND 4" IN PLANTING AREAS.
- EXPANSION JOINT MATERIAL SHALL BE RECESSED 1/4" WHERE SEALANT IS NOT APPLIED, AND 1/2" WHERE SEALANT IS APPLIED.
- EXTERIOR CONCRETE: USE 4,500 PSI MIN. IF EXPOSED TO FREEZE-THAW CYCLES AND/OR DE-ICER SALTS. USE 3,000 PSI MIN. OTHERWISE EXCEPT USE 4,000 PSI AT CONCRETE PAVING.
- CONTRACTOR TO INSTALL EXPANSION AND CONTROL JOINTS AS REQUIRED PER THE SPECIFICATIONS.
- ALL AGGREGATES SHALL SATISFY ASTM AND DEPARTMENT OF TRANSPORTATION STRENGTH AND DURABILITY REQUIREMENTS. GRANITE AGGREGATES ARE PREFERRED BUT HIGH QUALITY LIMESTONE AGGREGATES ARE ACCEPTABLE. SEE SPECIFICATION.
- ALL REINFORCING BARS ARE TO BE EPOXY COATED, IN CONCRETE CURBS, GUTTERS, SIDEWALKS, PAVING, BASINS.

Revisions	Description	Date	Mark

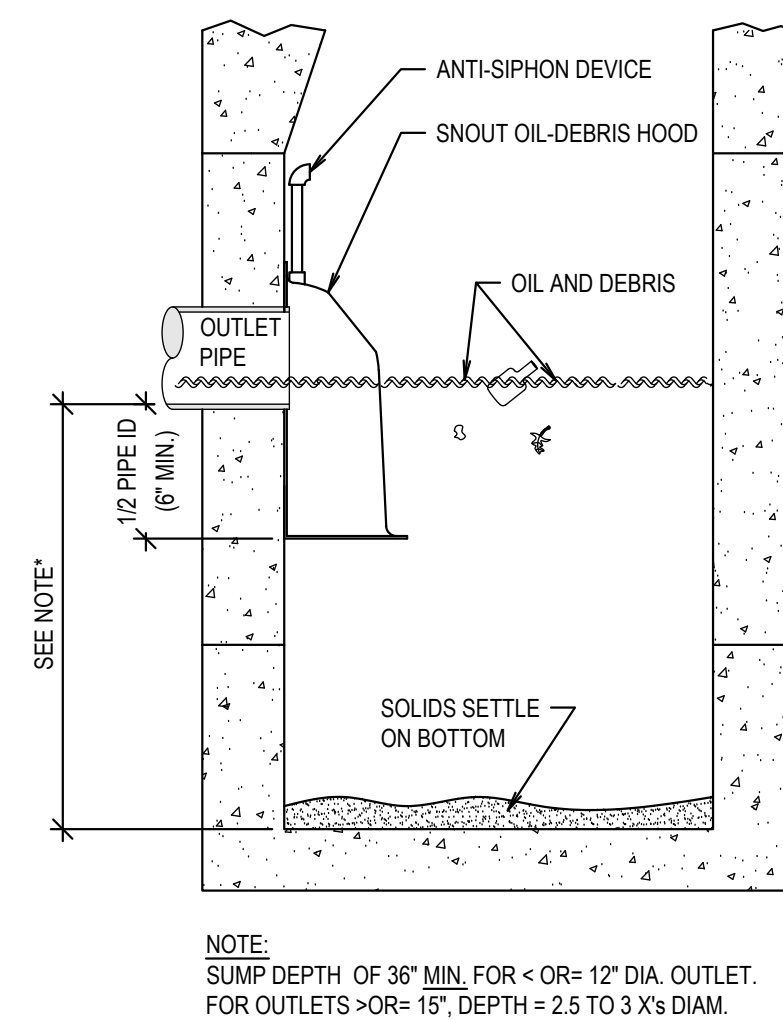
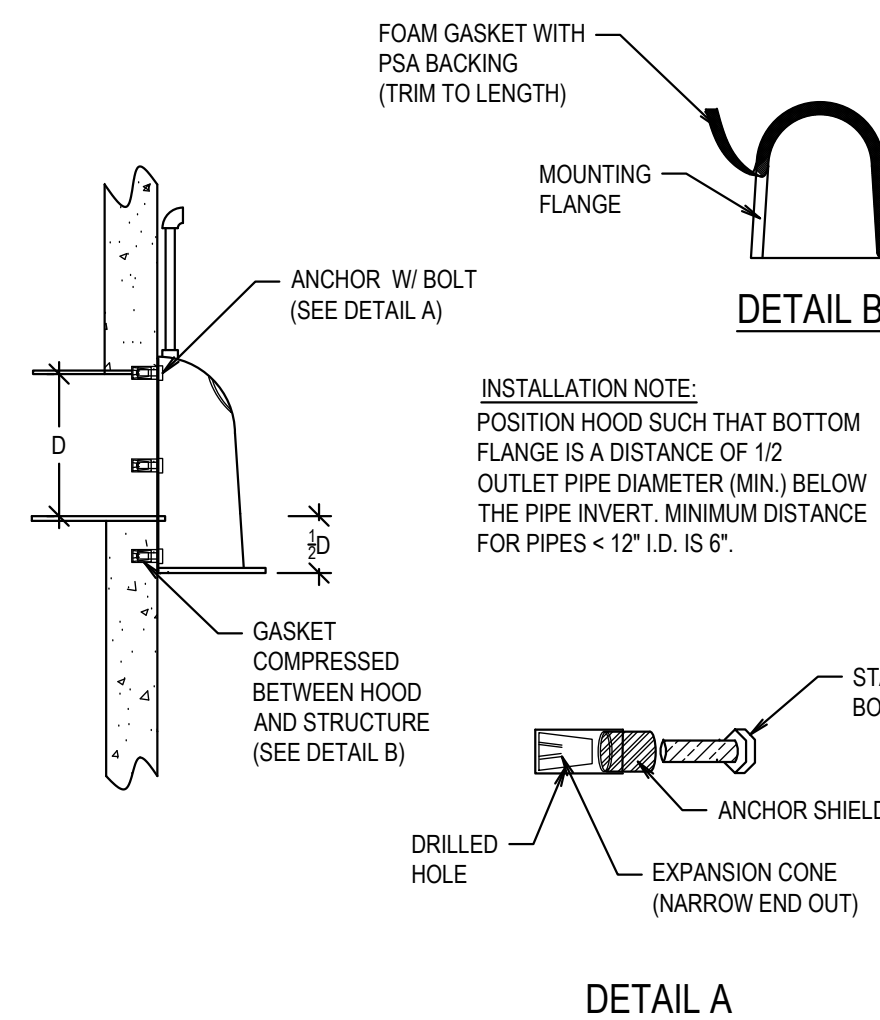
Project Number 23-84
Plan Series Heritage 23-2
Property Number 500-3627-22010101
Date August 30, 2023

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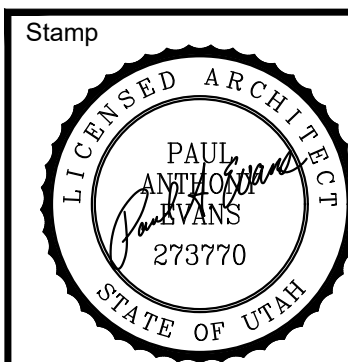
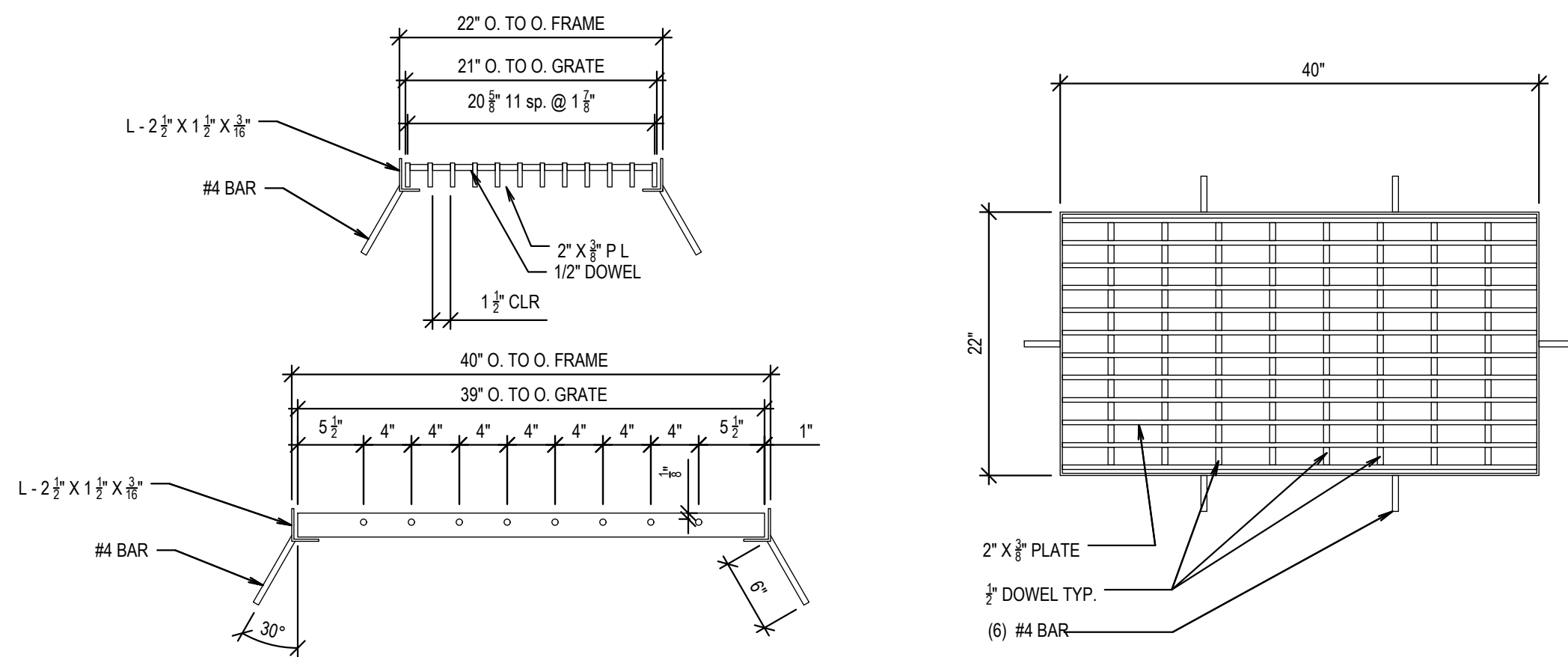


SIZING EXAMPLES:		
OUTLET HOLE SIZE	SNOUT SIZE	STRUCTURE SIZE
11.9° O.D. OR LESS	12 F OR R	R FITS 36°-48° DIAM STRUCTURE
12.0°-17.9° O.D.	18 F OR R	R FITS 48°-60° DIAM STRUCTURE
18.0°-23.9° O.D.	24 F OR R	R FITS 48°-60° DIAM STRUCTURE
24.0°-29.9° O.D.	30 F OR R	R FITS 60°-72° DIAM STRUCTURE
30.0°-47.9° O.D.	48 F	
30.0°-53.9° O.D.	54R/72	FITS 72° DIAM STRUCTURE ONLY
48.0°-95.9° O.D.	96 F	

NOTE: USE ONLY "F" SERIES SNOTS FOR RECTANGULAR OR SQUARE STRUCTURES, AVAILABLE IN 12", 18", 24", 30", 48", AND 96" SIZES. USE ONLY "R" SERIES SNOTS FOR ROUND STRUCTURES. AVAILABLE IN 12", 18", 24", 30", AND 54" SIZES.



<u>TYPICAL INSTALLATION</u>			
US Patent # 6126817			
HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES			
DESCRIPTION OIL - DEBRIS HOOD	DATE 09/08/00	SCALE NONE	
SPECIFICATION AND INSTALLATION (TYPICAL)	DRAWING NUMBER SP-SN		



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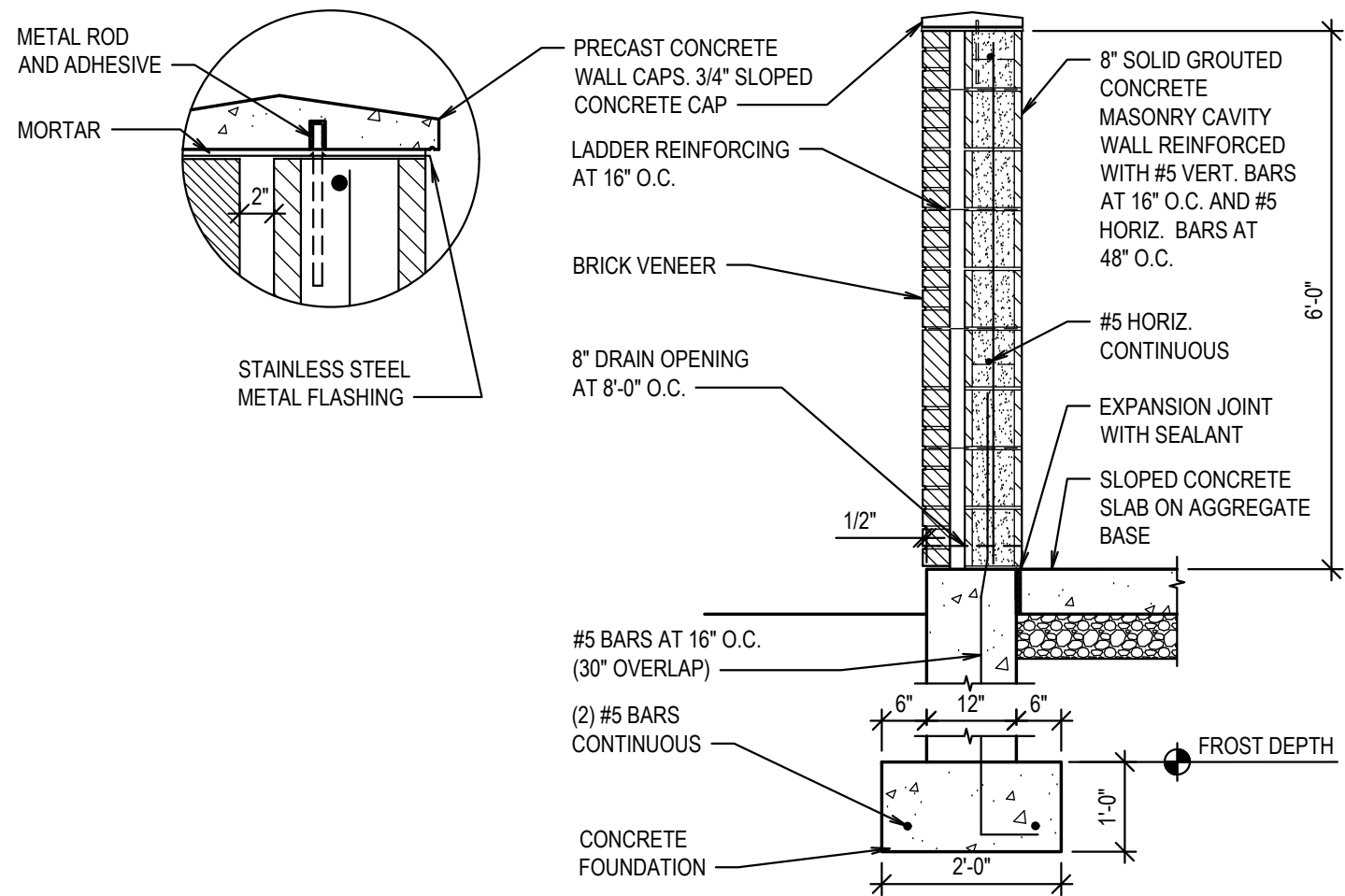
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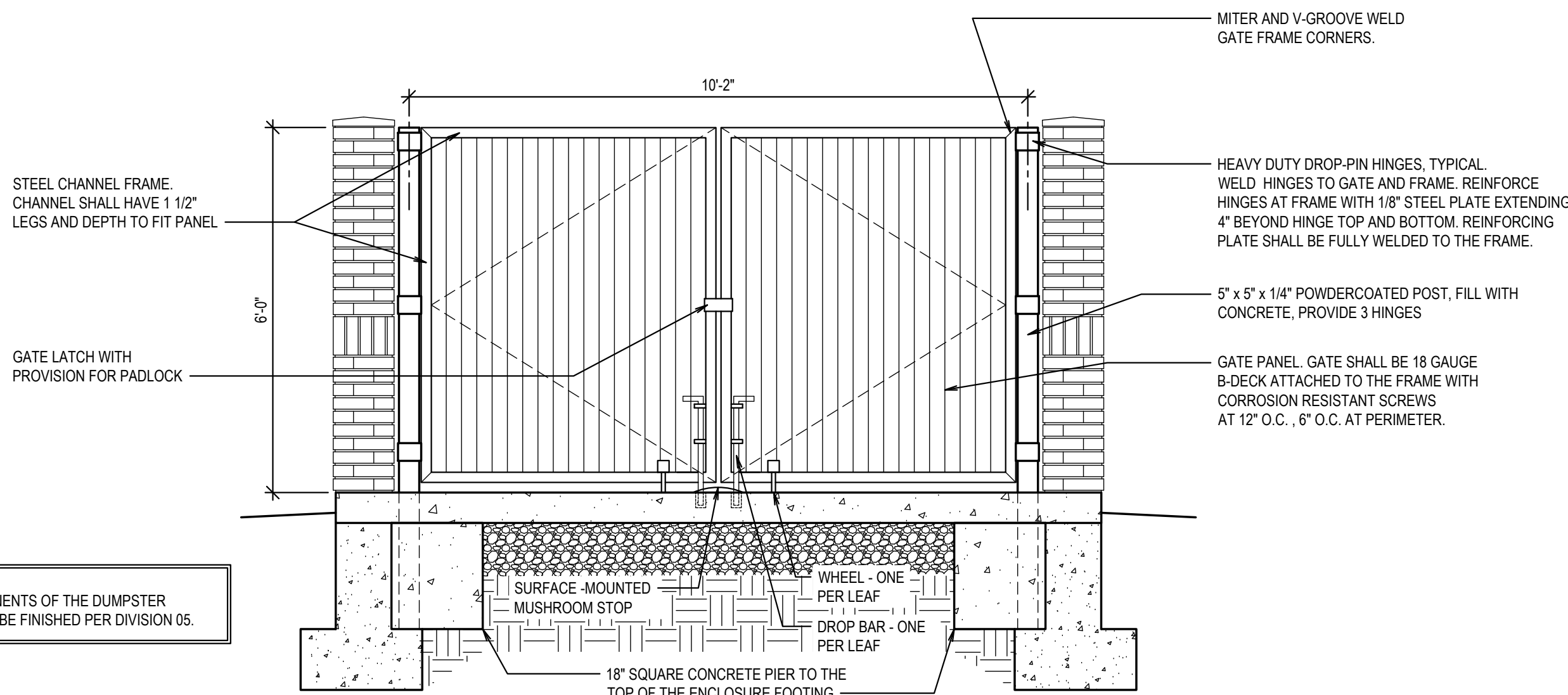
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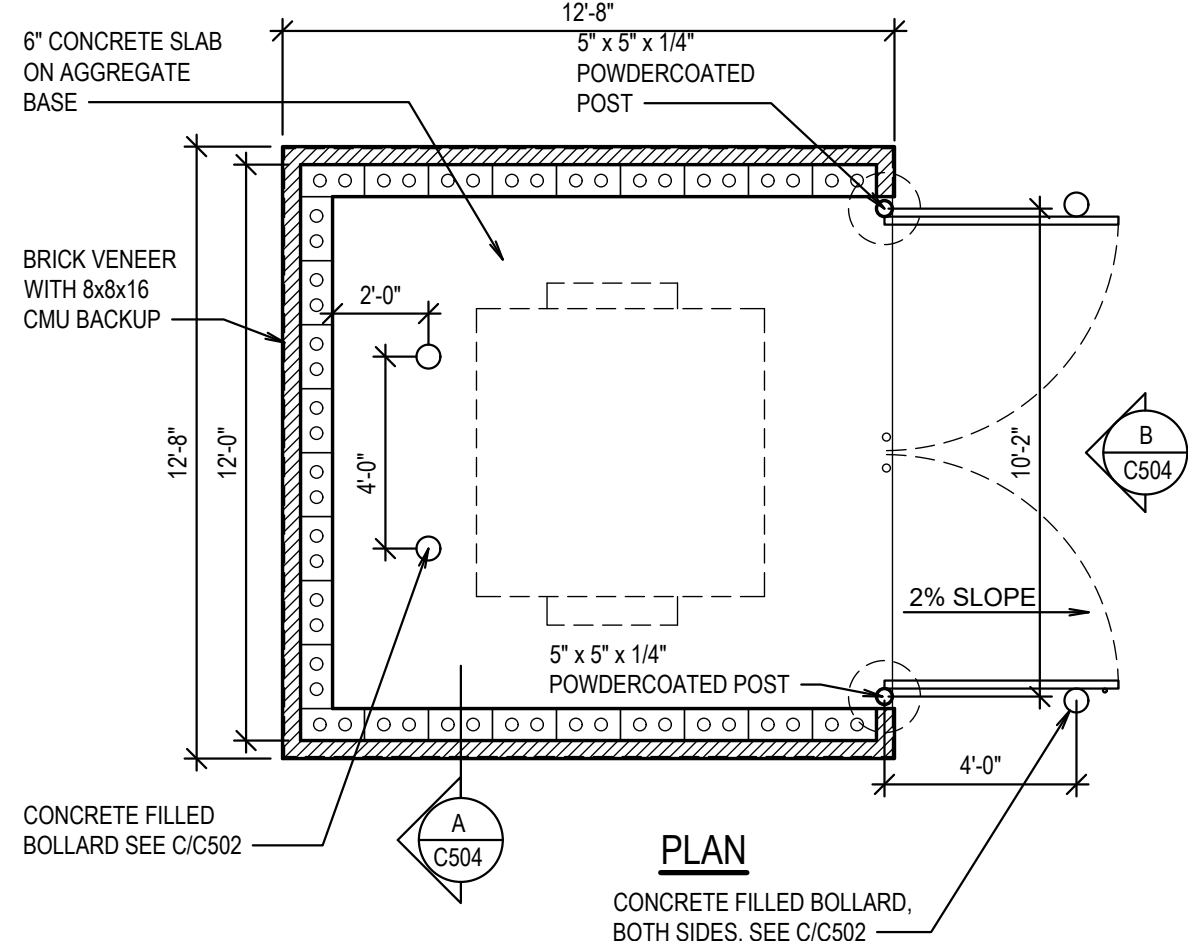
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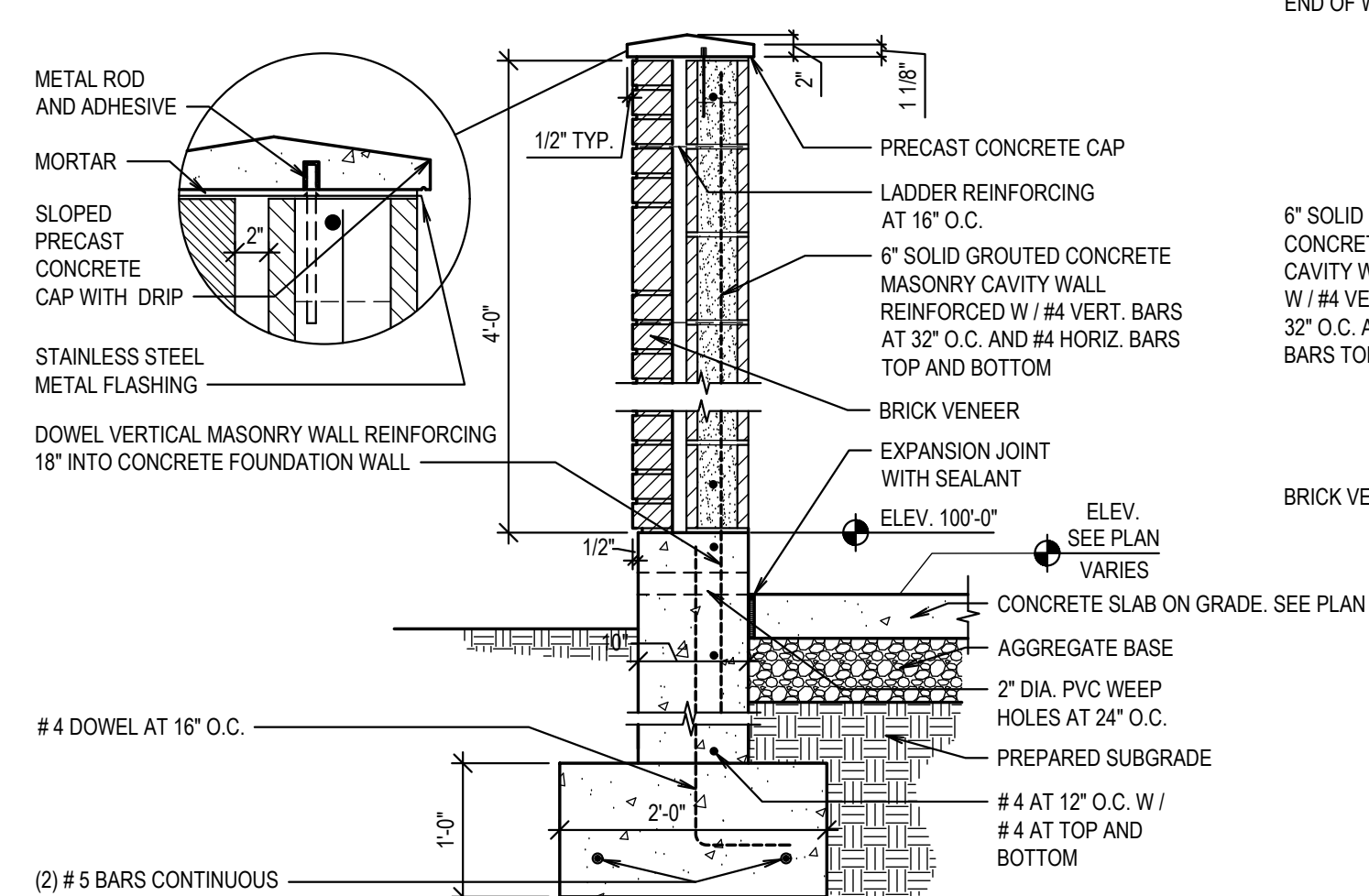
A MASONRY WALL DUMPSTER ENCLOSURE
SCALE: N.T.S.



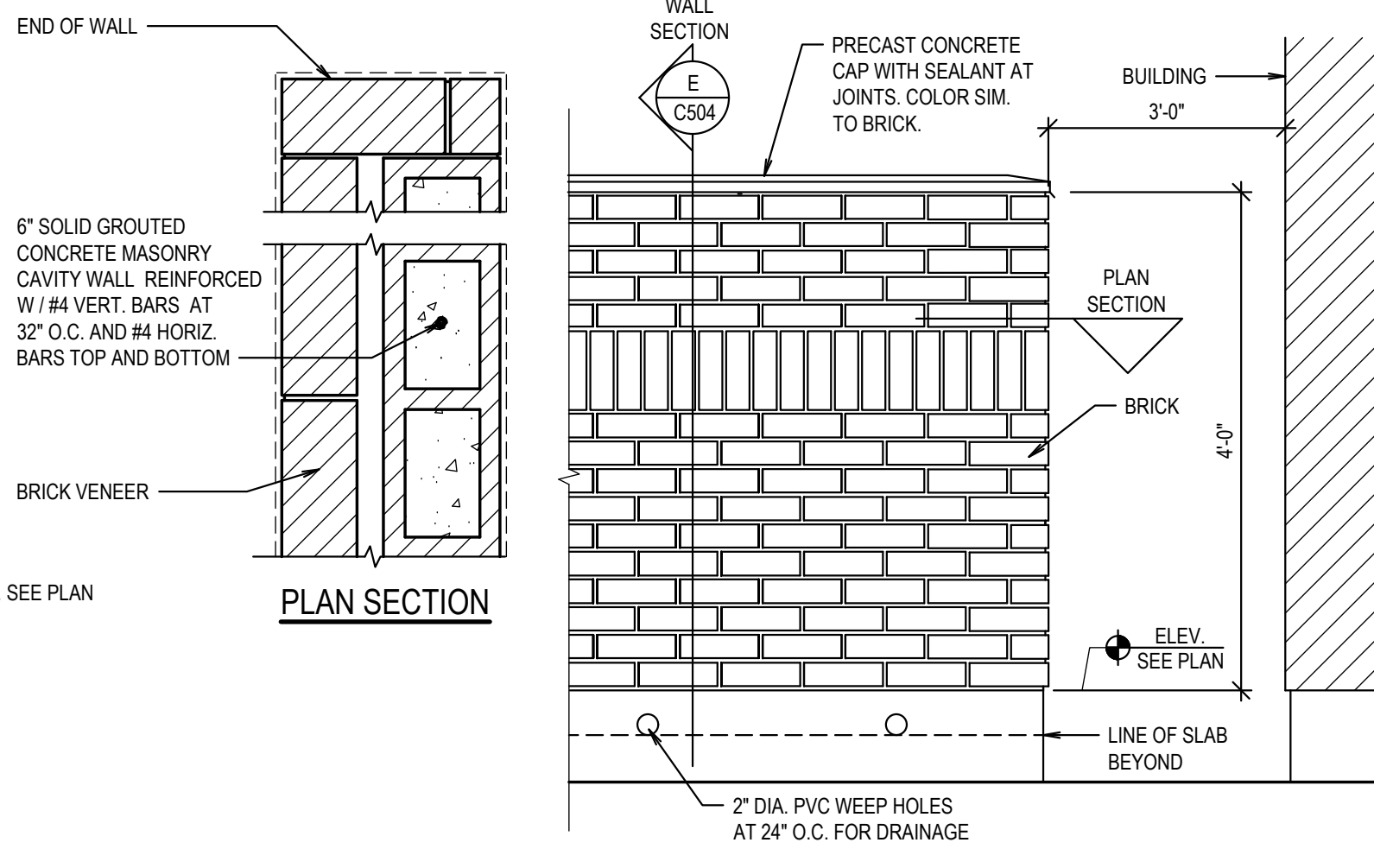
B MASONRY WALL DUMPSTER GATE
SCALE: N.T.S.



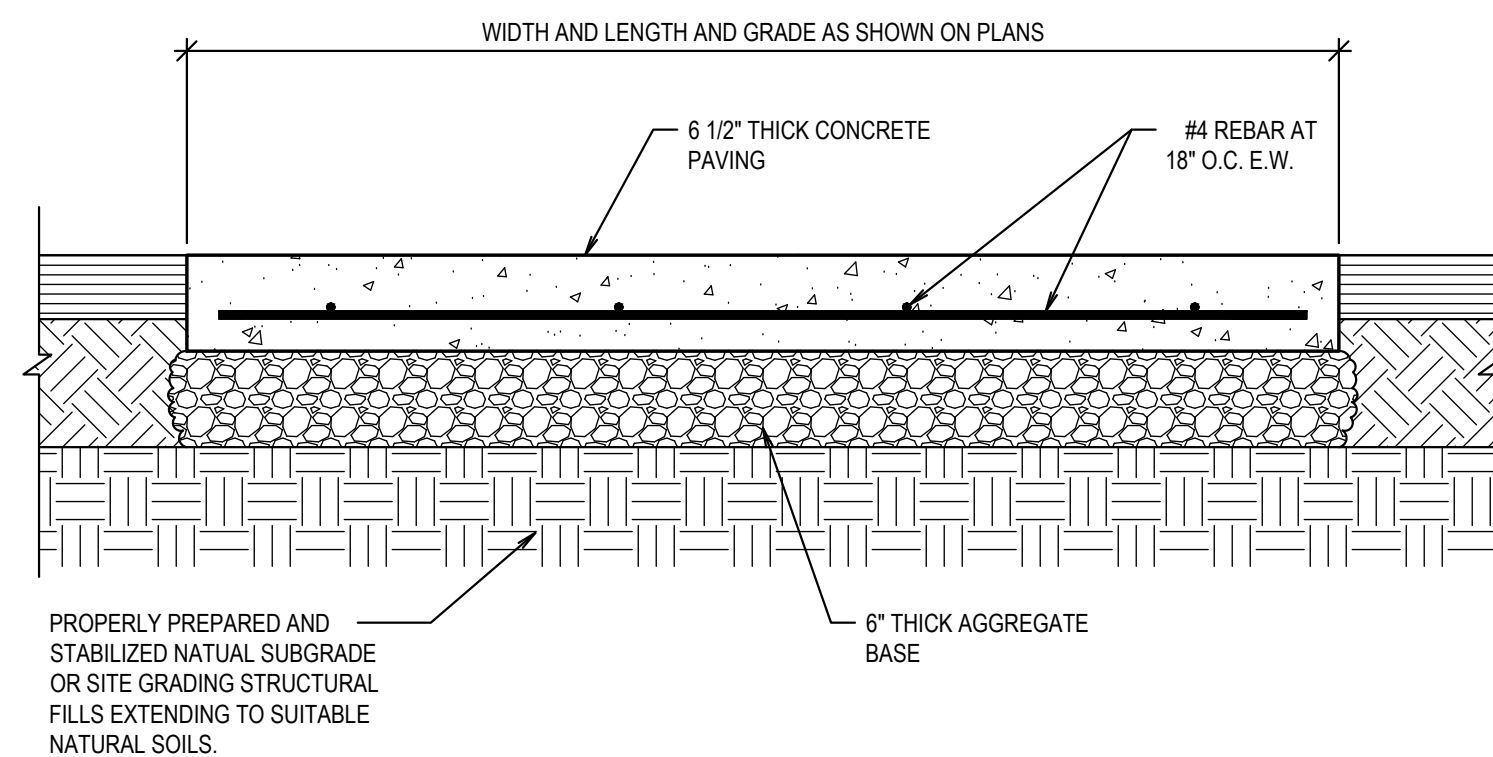
C MASONRY WALL DUMPSTER ENCLOSURE
SCALE: N.T.S.



E MASONRY WALL MECHANICAL ENCLOSURE
SCALE: N.T.S.



F MASONRY WALL MECH. ENCLOSURE ELEV.
SCALE: N.T.S.

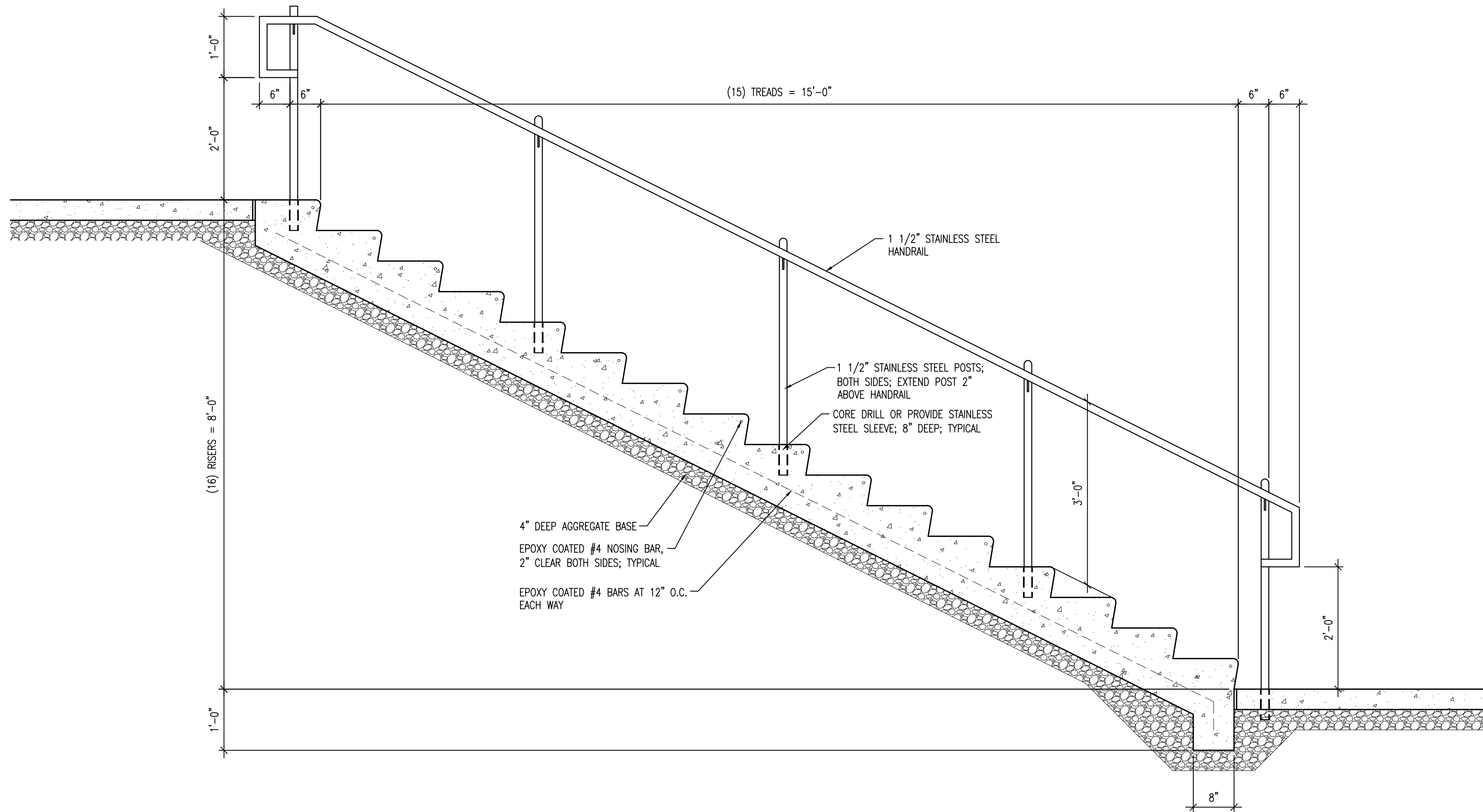


G DUMPSTER PAD SECTION
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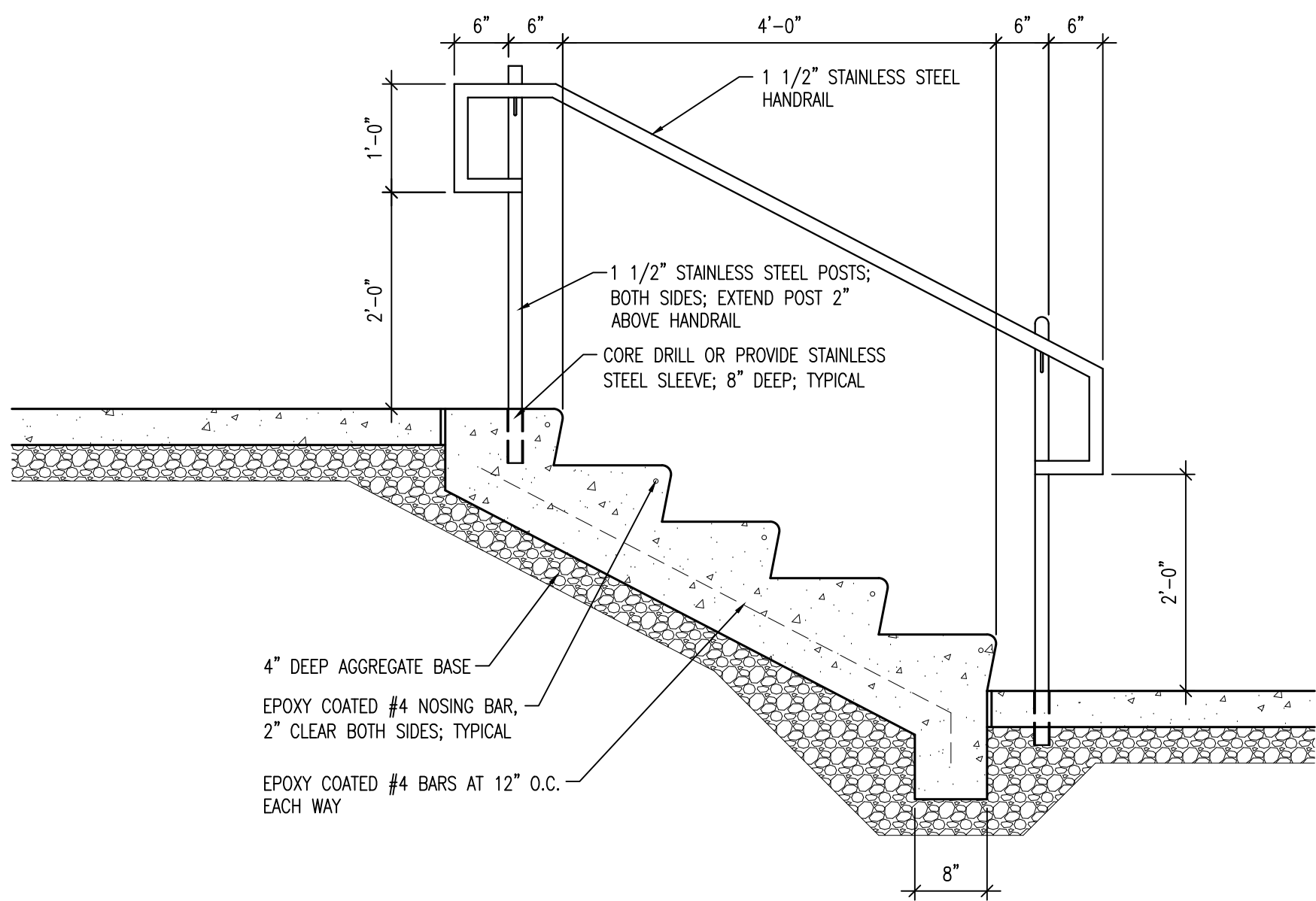
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Sheet Title	SITE DETAILS
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A STAIR SECTION
SCALE: 3/4" = 1'-0"



B STAIR SECTION
SCALE: 3/4" = 1'-0"

evans + associates architecture
11576 south state street, suite 103b, draper, utah 84020
phone 801-933-9212 fax 801-933-9213

Stamp

A New Building for

Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake

7000 North Pony Express Parkway
Eagle Mountain, Utah 84005

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Sheet Title

STAIR SECTIONS

Sheet

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DESIGN CRITERIA:

- 2021 INTERNATIONAL BUILDING CODE WITH STATEWIDE AMENDMENTS
- TYPE OF CONSTRUCTION: TYPE II-B.
- BUILDING USE: ASSEMBLY A-3
- BUILDING OCCUPANCY CATEGORY: II
- BUILDING HEIGHT: PER PLANS
- BUILDING VOLUME: 19,800 CU. FT.
- NO. OF OCCUPANTS: 120
- ROOF DEAD LOAD - 11 PSF PLUS FRAMING WEIGHT
 - SHINGLES AND FELT: 3.5 PSF
 - DIAPHRAGM SHEATHING: 2.3 PSF
 - WOOD DECK: 4.0 PSF
 - MISCELLANEOUS: 1.2 PSF
- ROOF LIVE LOAD - 20 PSF
- SNOW LOAD
 - Pg: 35 PSF (GROUND SNOW LOAD)
 - $P_f = 0.7 * P_g * C_e * C_t * I_s = 27$ PSF (ROOF SNOW LOAD)
 - BUILDING ELEVATION: 4847 3FT
 - $P_s = P_f C_s$
 - Cs: 1.0 FOR A 4:12 PITCH
 - Ps: 27 PSF
- WIND LOAD (ULTIMATE)
 - V3s: 102 MPH
 - EXPOSURE: C
 - W: 1.00
- SEISMIC LOAD (ULTIMATE)
 - Ie: 1.00
 - Ss: 0.8
 - S1: 0.31
 - Sds: 0.7
 - Sd1: 0.37
 - Idc: 1.25
 - Cd: 2.5
 - SITE CLASS: D
 - SEISMIC DESIGN CATEGORY: D
 - R: 1.25 (CANTILEVERED STEEL COLUMNS)
 - EQUIVALENT LATERAL FORCE PROCEDURE
 - Cs = 0.56
- ALLOWABLE SOIL BEARING PRESSURE:
 - 2500 PSF
 - ALLOWABLE FOUNDATION AND LATERAL PRESSURE = 100 PSF/FT BELOW NATURAL GRADE (TABLE 1806.2 OF 2021 IBC).
 - USE CONSTRAINED CONDITIONS FOR CONCRETE PIERS
 - COORDINATE ALL SITE GRADING AND SOIL WORK WITH THE SOILS REPORT.

PAVILION CONSTRUCTION SEQUENCE NOTES:

- VERIFY PERMIT REQUIREMENTS BEFORE SIGNING CONTRACTS.
 - BUILDING PERMIT
 - PLANNING OR CONDITIONAL USE PERMIT
 - OBTAIN REQUIRED USE PERMIT
- REMOVE ALL VEGETATION, ROCKS, OUTCROPPINGS, AND TREES FROM LOCATION OF PAVILION SLAB. STRIP 6" OF TOP SOIL.
- LEVEL PAVILION BUILDING AREA. AVOID GRADING THAT ALLOWS WATER TO DRAIN TOWARD PAVILION.
- DIG COLUMN CAISSONS.
- PLACE COLUMN CAISSON FORMS AND SET REINFORCING STEEL.
- SET COLUMN ANCHOR BOLTS USING PLYWOOD TEMPLATE OF APPROXIMATELY THE SAME SIZE AS COLUMN BASE PLATE TO INSURE BOLT LOCATION ACCURACY.
- PLACE CONCRETE IN CAISSON FORMS FROM BOTTOM OF PIER UP TO A LEVEL 1-1/2" BELOW BOTTOM OF COLUMN BASE PLATE. LET CONCRETE CURE 7 DAYS.
- SET HSS COLUMNS OVER PRE-SET ANCHOR BOLTS ALLOWING COLUMNS TO REST ON LEVELING NUTS AND 1/4"x 3" PLATE WASHERS. LEVELING NUTS ARE TO BE USED TO SET COLUMNS PLUMB AND TRUE AND AT CORRECT BEARING HEIGHT TO RECEIVE GLU-LAM BEAMS.
- AFTER COLUMNS ARE SET PLUMB AND TRUE, VERIFY ACCURACY OF DIMENSIONS BETWEEN COLUMNS AND SECURE COLUMNS IN PLACE USING 1/4"x 3" PLATE WASHERS UNDER NUTS, TIGHTEN NUTS WITH ADDITIONAL 1/4 TURN PAST SNUG.
- THE WEIGHT OF GLU-LAM BEAMS IS APPROXIMATELY 500 POUNDS EACH. SOME FORM OF MECHANICAL HOIST IS RECOMMENDED FOR SETTING BEAMS ON TOP OF STEEL TUBE COLUMNS.
- NOTCH A 1"x 1" HOLE AT TOP OF BEAMS NEAR CENTER PEAK FOR ELECTRICAL CONDUIT TO PASS THROUGH.
- LIFT GLU-LAM BEAMS AND SET EACH END IN THE COLUMN SADDLE PLATES.
- ANCHOR BEAMS IN SADDLES WITH (8) SIMPSON SDS25112 WOOD SCREWS.
- ONCE GLU-LAM BEAMS ARE SET AND SECURELY BOLTED, ADEQUATELY BRACE EACH BEAM USING 2x LUMBER TO PREVENT BEAMS FROM OVERTURNING UNTIL ROOF DECK AND ROOF SHEATHING ARE SECURELY ANCHORED IN PLACE.
- SET 2x8 TONGUE AND GROOVE ROOF DECK WITH COMMON OR RING SHANK NAILS IN ACCORDANCE WITH SUPPLIERS' RECOMMENDATIONS.
- INSTALL 2x6 FASCIA BOARD AROUND ENTIRE ROOF PERIMETER. ALIGN TOP OF FASCIA BOARD WITH TOP OF ROOF DECKING.
- INSTALL WOOD ROOF SHEATHING OVER 2x8 TONGUE AND GROOVE ROOF DECK AT 45 DEGREES AS SHOWN IN ROOF DIAPHRAGM DETAIL.
- LAY 30 POUND FELT UNDERLAYMENT OVER ENTIRE ROOF STARTING AT FASCIA DRIP EDGE, OVERLAP EACH ROLL 6" AS FELTS ARE LAID OVER RIDGE.
- INSTALL PRE-FINISHED METAL DRIP EDGING ON ALL PERIMETER EDGES OF ROOF.
- INSTALL FIBERGLASS SHINGLES OVER ROOF UNDERLAYMENT AND PRE-FINISHED METAL DRIP EDGING. FOLLOW MANUFACTURER'S INSTRUCTIONS.
- PLACE NON-SHRINK GROUT UNDER COLUMN BASE PLATES. FINISH NON-SHRINK GROUT EDGES TO 45 DEGREES.
- PLACE REMAINDER OF CONCRETE SLAB ANY TIME AFTER GLU-LAM BEAMS, ROOF DECKING, AND PLYWOOD ROOF SHEATHING ARE SECURELY IN PLACE.
- FINISH TOP SURFACE OF CONCRETE SLAB WITH A LIGHT BROOM FINISH.
- AS SOON AS CONCRETE HAS CURED ENOUGH TO SUPPORT AN EARLY ENTRY SAW (4-6 HOURS AFTER PLACEMENT), CUT CONTROL JOINTS IN SLAB TOP SURFACE. DEPTH OF CONTROL JOINTS IS TO BE 1" DEEP.
- INSTALL MEMBRANE CURING ON CONCRETE SLAB.
- PLACE NON-SHRINK GROUT UNDER COLUMN BASE PLATES. FINISH NON-SHRINK GROUT EDGES TO 45 DEGREES.
- ALL STEEL COLUMNS, SADDLES, BOLTS, AND BASE PLATES TO BE POWDER COATED TOUCH-UP FINISH PAINTING BY OTHERS.
- STAIN ALL EXPOSED WOOD.

SITE PREPARATION:

- REMOVE ALL ORGANIC MATERIAL AND TOPSOIL FROM PAVILION AREA. VERIFY SUITABILITY OF SUBGRADE. FOUNDATIONS ARE TO BE ON UNDISTURBED, NATURAL SOIL OR ENGINEERED FILL EXTENDING TO SUITABLE UNDISTURBED NATURAL SOILS
- PLACE FOOTINGS/CAISSONS IN FIRM UNDISTURBED NATURAL SUBGRADE (UNLESS NOTED OTHERWISE BY GEOTECHNICAL REPORT).
- COMPACT SUBGRADE AND FILL UNDER CONCRETE FLOOR SLAB TO 95 PERCENT OF ASTM D-1557 (UNLESS NOTED OTHERWISE BY GEOTECHNICAL REPORT).
- INSTALL AND COMPACT 6 INCH GRANULAR BASE BENEATH CONCRETE FLOOR SLAB TO 95 PERCENT OF ASTM D-1557.

UTILITIES:(BY OTHERS)

- INSTALL PLUMBING LINE FOR COLD WATER.
- INSTALL ELECTRICAL LIGHTS, BOXES, CONDUITS, AND SWITCHES.

SPECIFICATIONS:

SCOPE- ONE EACH 30 FOOT BY 60 FOOT PAVILION WITH MINIMUM 4 INCH THICK CONCRETE SLAB. PROVIDE SHINGLES, ROOFING FELTS, FASCIA, SHEATHING, ROOF FRAMING, BEAMS, SOFFIT, CONNECTION HARDWARE, COLUMNS, CONCRETE SLAB, CONCRETE CAISSONS AND FINISHES TO CONSTRUCT COMPLETE PAVILION.

PAVILION HAS BEEN DESIGNED AS A FREE STANDING, OPEN STRUCTURE. RE-ENGINEER PAVILION IF WALLS ARE ADDED, IF STRUCTURE IS TO ADJOIN ANOTHER STRUCTURE, OR IF OTHER SUCH MODIFICATIONS ARE MADE. PROPERLY BRACE WOOD BEAMS AND MEMBERS UNTIL COMPLETE STRUCTURAL SYSTEM HAS BEEN CONSTRUCTED.

CONCRETE:

- CONCRETE SLAB ON GRADE IS TO BE REINFORCED AND BE 4" MINIMUM THICK. INSTALL WITH CRACK CONTROL JOINTS AS SHOWN. SURFACE IS TO HAVE A BULL FLOAT FINISH AND BE LIGHTLY BROOMED.
- EDGE OF SLAB IS TO BE THICKENED TO 8" WIDE AND BE REINFORCED WITH (2) #4 CONTINUOUS BARS. LAP SPLICES 24"
- PROVIDE DEFORMED REINFORCING STEEL BARS CONFORMING TO ASTM A615 WITH A MINIMUM YIELD STRENGTH OF 60,000 PSI. SECURELY ANCHOR REINFORCING STEEL, AND PROVIDE CLEARANCES, IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318.
- MINIMUM CONCRETE MIX DESIGN REQUIREMENTS:
 - COMPRESSIVE STRENGTH OF CONCRETE TO BE 4,500 PSI AT 28 DAYS.
 - MAX W/C: 0.45
 - 6% (+/-1.5%) AIR ENTRAINMENT.
 - CEMENT TYPE II/V
 - DESIGNED FOR THE FOLLOWING EXPOSURE CATEGORIES AND CLASSES:
 - F2, S1 (PER ACI 318 TABLE 4.2.1)
 - LIMIT SLUMP TO 4" (+/-1")
- VERIFY STRENGTH REQUIREMENTS AND CEMENT TYPE REQUIREMENTS WITH THE GEOTECHNICAL EVALUATION REPORT.
- ALL CONCRETE WORK TO BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318.
- SLAB TO BE SEALED WITH WEATHERWORKER J-29A CONCRETE SEALER, BY DAYTON SUPERIOR CORPORATION. INSTALL AS PER MANUFACTURERS INSTRUCTIONS.
- MEMBRANE CONCRETE CURING: USE CLEAR CURE J7wb BY DAYTON SUPERIOR CORPORATION. FOLLOW MANUFACTURERS INSTALLATION INSTRUCTIONS.

STRUCTURAL STEEL:

- ALL STEEL PLATES TO BE ASTM A36
- STEEL TUBES TO BE ASTM A500, GRADE B, Fy = 46,000 PSI
- ALL WELDING IS TO BE DONE IN ACCORDANCE WITH LATEST AWS STANDARDS. IF WELDS ARE NOT SPECIFIED, ALL WELDS ARE TO DEVELOP THE FULL STRENGTH OF ALL COMPONENT PARTS.
- ALL BOLTS ARE TO BE ASTM A325 EXCEPT THAT ANCHOR BOLTS ARE TO BE ASTM F1554 GRADE 55.
- ALL EXPOSED BOLTS ARE TO BE PAINTED TO MATCH STRUCTURE.
- ALL HOLES IN STEEL TO BE 1/16" LARGER THAN THE DIAMETER OF THE CONNECTING BOLT UNLESS NOTED OTHERWISE.
- ALL FABRICATED STEEL IS TO BE PRIMED AND FINISH POWDER COATED.

WOOD:

- GLU-LAM BEAMS:
 - SOUTHERN YELLOW PINE
 - 24F-V3 STRESS COMBINATION
 - 2-INCH NOMINAL THICK LAMINATIONS
 - 5" MINIMUM WIDTHS
 - RESORCINOL ADHESIVE
 - DOUBLE PITCHED AND TAPERED
 - ARCHITECTURAL APPEARANCE GRADE
 - STAIN AND SEAL FINISH
 - ROOF PITCH IS TO BE 4 VERTICAL TO 12 HORIZONTAL (4:12)
 - MATERIALS, MANUFACTURE AND QUALITY CONTROL OF GLUE LAMINATED BEAMS SHALL BE IN CONFORMANCE WITH "AMERICAN NATIONAL STANDARD FOR WOOD PRODUCTS - STRUCTURAL GLUED LAMINATED TIMBER" ANSI/AITC A190.1.
- MEMBERS SHALL BE MARKED WITH AN AITC OR APA/EWS QUALITY MARK AND, IN ADDITION, AN AITC OR APA/EWS CERTIFICATE OF CONFORMANCE SHALL BE PROVIDED TO INDICATE CONFORMANCE WITH ANSI/AITC A190.1.
- FACTORY SEAL BEAMS AND INDIVIDUALLY WRAP FOR PROTECTION IN TRANSIT, STORAGE, AND ERECTION.
- TEMPORARY STORAGE SHALL CONSIST OF LEVELED BLOCKS, WELL OFF GROUND, SEPARATION WITH WOOD STRIPS FOR AIR CIRCULATION AROUND EACH MEMBER, COVER TOP AND SIDES WITH MOISTURE RESISTANT PAPER.
- USE NON-MARRING SLINGS WHEN HANDLING, DRY-IN ROOF AS SOON AS ERECTED.
- PROTECTIVE WRAPPING SHALL REMAIN ON BEAMS UNTIL DECK HAS BEEN INSTALLED AND SHINGLES APPLIED.
- ROOF FRAMING
 - USE GALVANIZED NAILS.
 - 2x6 FASCIA: NO. 1 SOUTHERN YELLOW PINE, KILN DRIED, CHROMATED COPPER ARSENATE PRESSURE TREATED (0.4 PCF), SURFACED ON FOUR SIDES, AND STAINED. FASCIA IS TO BE FREE OF ANY GROOVES OR INCISIONS.
 - MITER ENDS OF FASCIA AT CORNERS
 - BUTT FASCIA ONLY AT BEAM ENDS
 - FASTEN FASCIA TO BEAM WITH NOT LESS THAN THREE 16d COMMON, GALVANIZED NAILS AT EACH BEAM JUNCTION AT EAVE AND TO OUTLOOKERS WITH TWO 16d COMMON, GALVANIZED NAILS AT EACH RAKE.
 - 2x8 ROOF DECK:
 - DOUGLAS FIR LARCH, SINGLE TONGUED AND GROOVED, SPECIFIED LENGTH, CENTER MATCHED, EDGE VEED TWO SIDES, KILN DRIED, AND STAINED - NO. 2 GRADE.
 - DECK FURNISHED IN SPECIFIED LENGTHS SO ALL JOINTS OCCUR OVER BEAMS - RANDOM LENGTH DECK IS UNACCEPTABLE. DECK SHALL BE INSTALLED WITH A 2 SPAN CONDITION, MINIMUM.
 - INSTALL IN ACCORDANCE WITH SUPPLIER'S SPECIFICATIONS USING 16d COMMON OR RING SHANK NAILS. MINIMUM. NAILING SHALL BE FACE NAILED USING (3) NAILS AT EACH BEARING POINT WITH A 4TH NAIL DIAGONALLY THROUGH THE TONGUE OF THE DECKING MEMBER. NAILS MUST PENETRATE 1-1/2 INCHES INTO SOLID WOOD.
 - INSTALL WITH TONGUES UP ON SLOPED ROOFS.
- ROOF SHEATHING:
 - 7/16" THICK PLYWOOD OR ORIENTED STRAND BOARD COMPLYING WITH STANDARD PS-1 OF THE AMERICAN PLYWOOD ASSOCIATION APA/ANSI A199.1. APPROPRIATE APA STAMP IDENTIFYING FOLLOWING REQUIREMENTS: 24/0 SPAN INDEX RATING, EXTERIOR EXPOSURE, 18 PERCENT MAXIMUM MOISTURE CONTENT WHEN FABRICATED.
 - INSTALL DIRECTLY OVER WOOD TONGUE AND GROOVE ROOF DECKING IN 4'x8' PANELS AT 45 DEGREES TO DECKING. STAGGER PANEL JOINTS APPROXIMATELY 4'-0" AND GAP JOINTS 1/4 INCH. STAPLE AROUND PERIMETER OF EACH PANEL WITH STAPLES AT 2" O.C. PER LINEAR FOOT. STAPLE WITHIN FIELD OF EACH PANEL WITH (2) ROWS OF STAPLES AT 8" O.C.
 - PROTECT SHEATHING WITH 30 POUND FELT IMMEDIATELY AFTER INSTALLATION

ROOF SYSTEM

- 50 YEAR ASPHALT SHINGLE by OWENS CORNING WITH A LIFETIME WARRANTY
- PROFILE NOMINAL SIZE: 13"x 39 3/8"
- EXPOSURE: 5 5/8"
- COLOR AS PER OWNER FROM MANUFACTURERS STANDARD COLOR SELECTION.
- INSTALL PER MANUFACTURER'S INSTRUCTIONS
- PROVIDE EDGE AND TERMINATION DETAIL COMPONENTS AS REQUIRED TO OBTAIN MANUFACTURER'S WARRANTY.

STAIN:

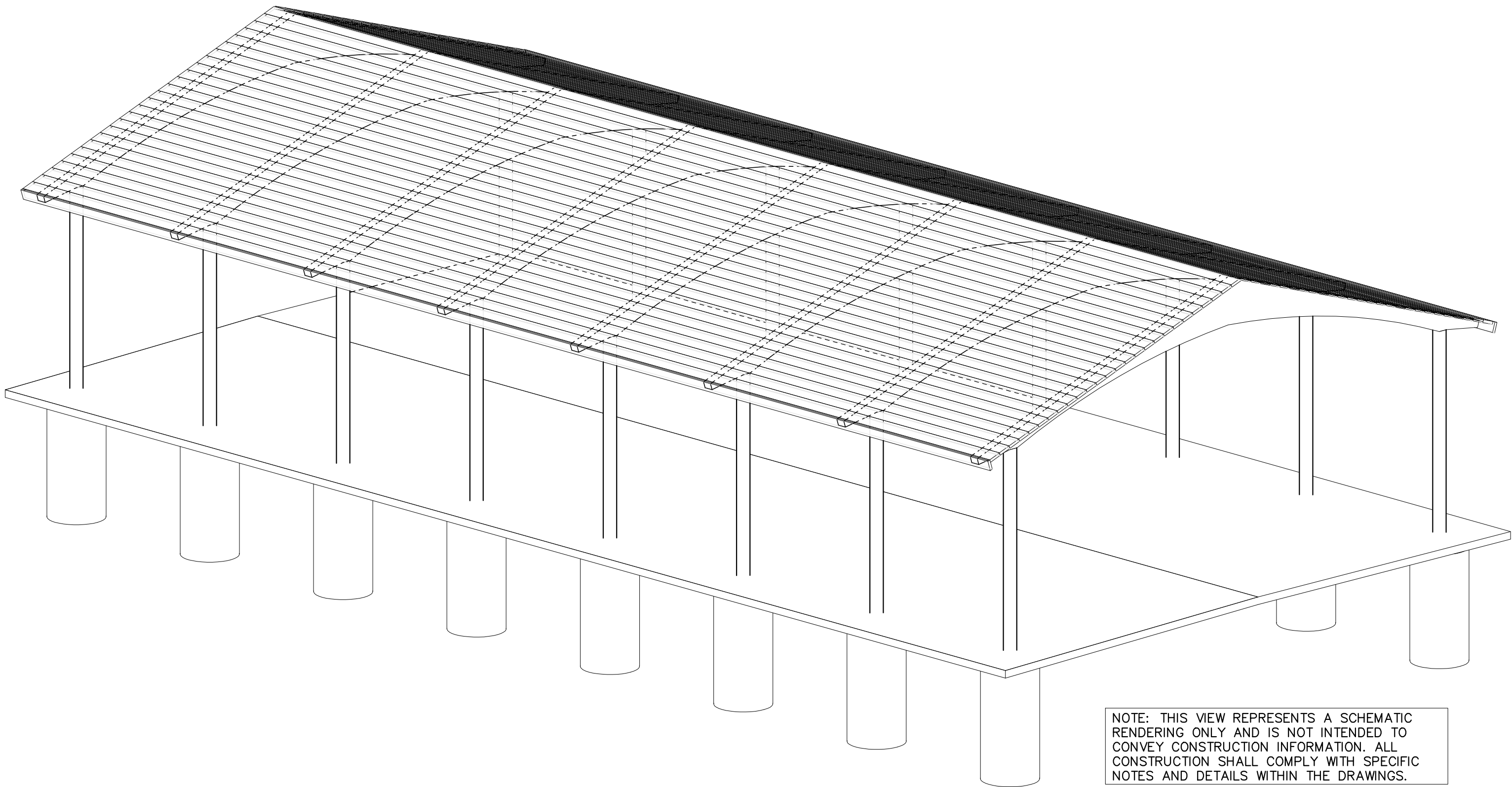
- BEAMS, DECK, AND FASCIA SHALL BE FACTORY STAINED WITH "OLYMPIC" SEMI-TRANSPARENT STAIN. BEAMS AND FASCIA TO BE STAINED NO. 708 WALNUT, DECK TO BE STAINED NO. 911 CAPE COD GRAY OR AS SELECTED BY OWNER.

ELASTOMERIC JOINT SEALANTS:

- PROVIDE SIKASIL-728 NS NON-SAG SILICONE SEALANT AT SAW CUT JOINTS AND COLD JOINTS.
- PROVIDE DOW CORNING 791 SILICONE WEATHERPROOFING SEALANT AT COLUMN/CONCRETE JOINT.
- CLEAN AND PREPARE SURFACES.
- USE PROPER PRIMER AND BACKING MATERIALS AS REQUIRED TO INSTALL SEALANTS.
- PROVIDE MASKING AND TEST STRIPS AS NEEDED.
- INSTALL ALL RELATED SEALANTS AND MATERIALS AS PER THE MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS.

PLUMBING AND ELECTRICAL:(BY OTHERS)

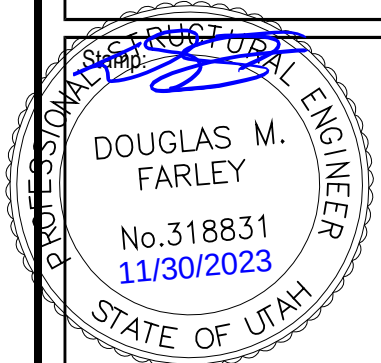
- COORDINATE PLUMBING AND ELECTRICAL REQUIREMENTS WITH ARCHITECTURAL AND CITE PLANS, BY OTHERS.



NOTE: THIS VIEW REPRESENTS A SCHEMATIC RENDERING ONLY AND IS NOT INTENDED TO CONVEY CONSTRUCTION INFORMATION. ALL CONSTRUCTION SHALL COMPLY WITH SPECIFIC NOTES AND DETAILS WITHIN THE DRAWINGS.

Supplier:

SMITH
STEELWORKS



30'x60' Glulam Pavilion
Kit 1 Option A

7020 North Pony Express Parkway
Eagle Mountain, Utah

Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Mark	Date (mm/dd/yyyy)	Description

Project Number:

Plan Series:

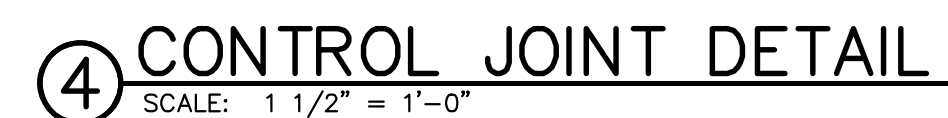
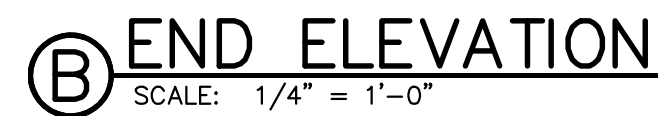
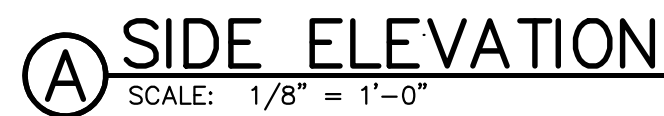
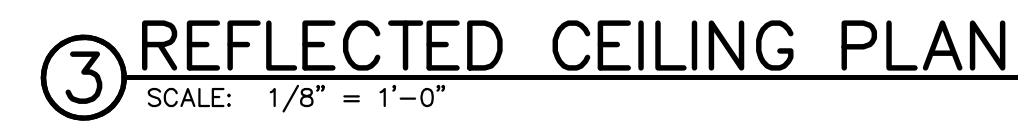
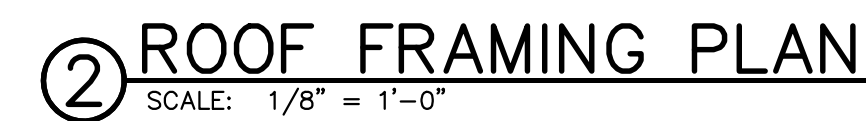
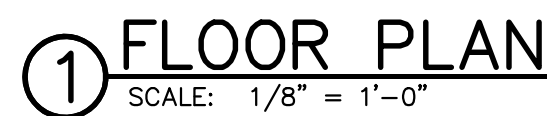
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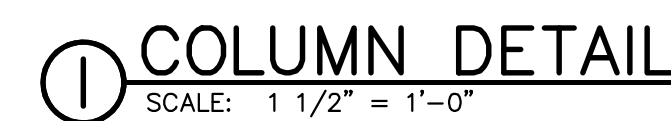
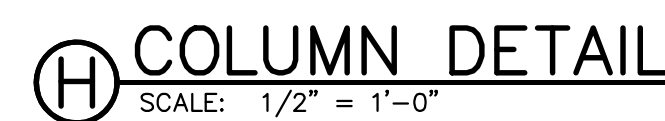
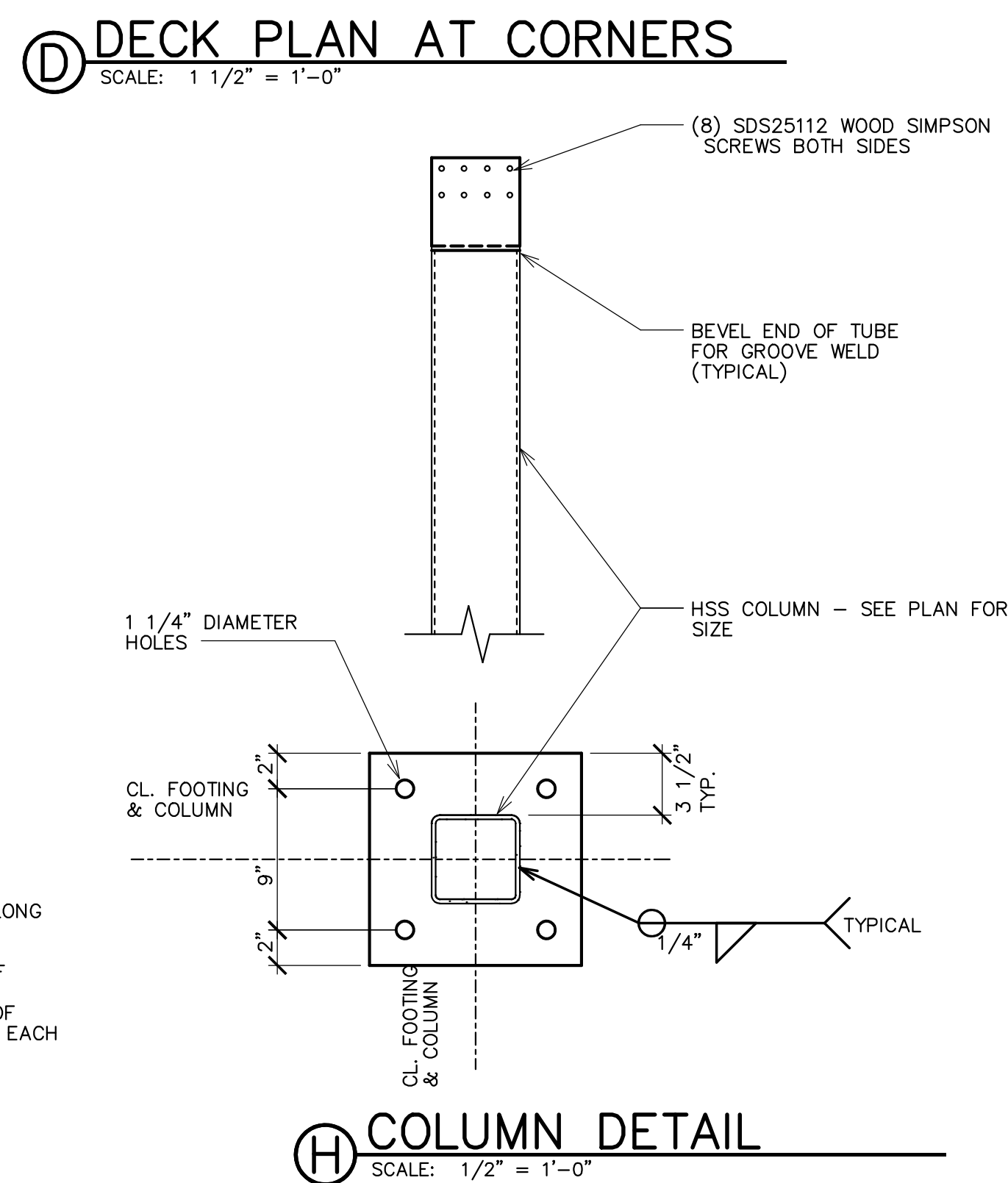
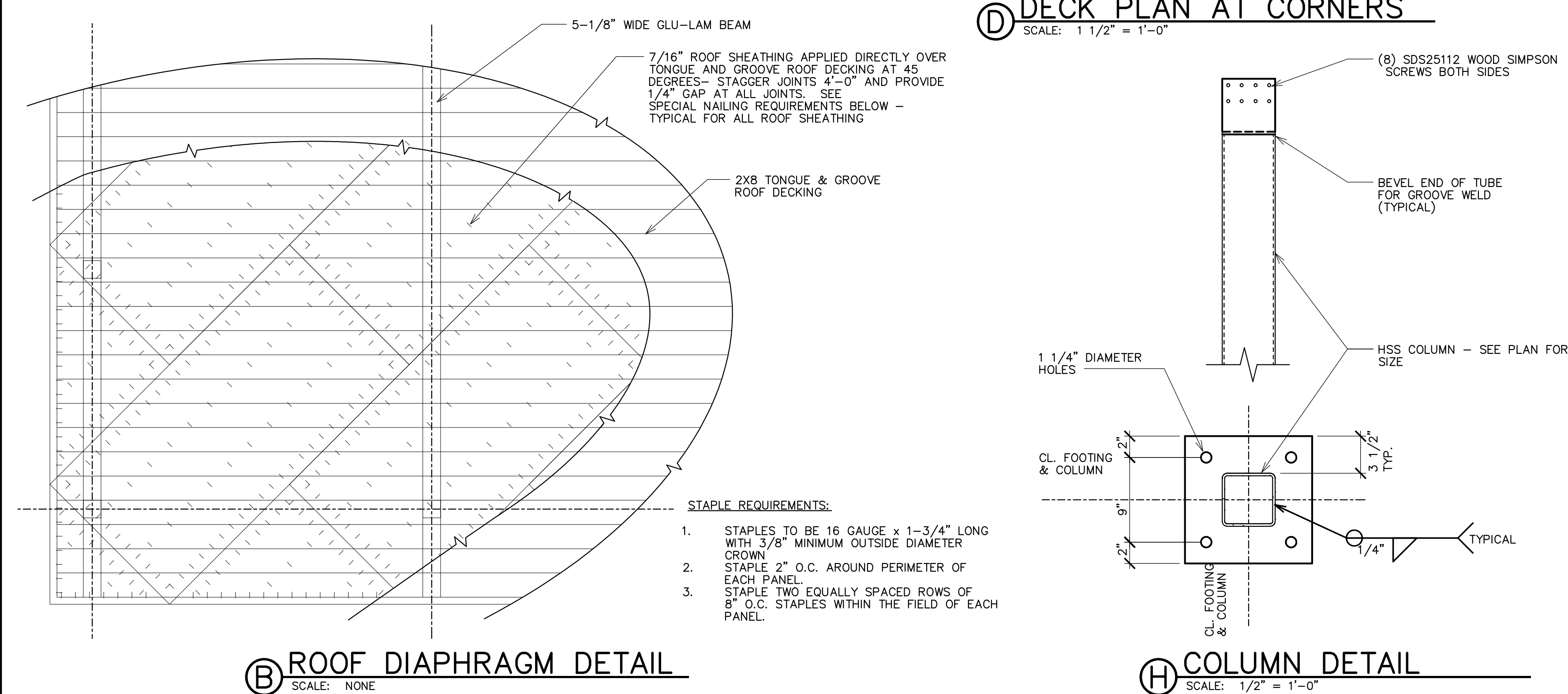
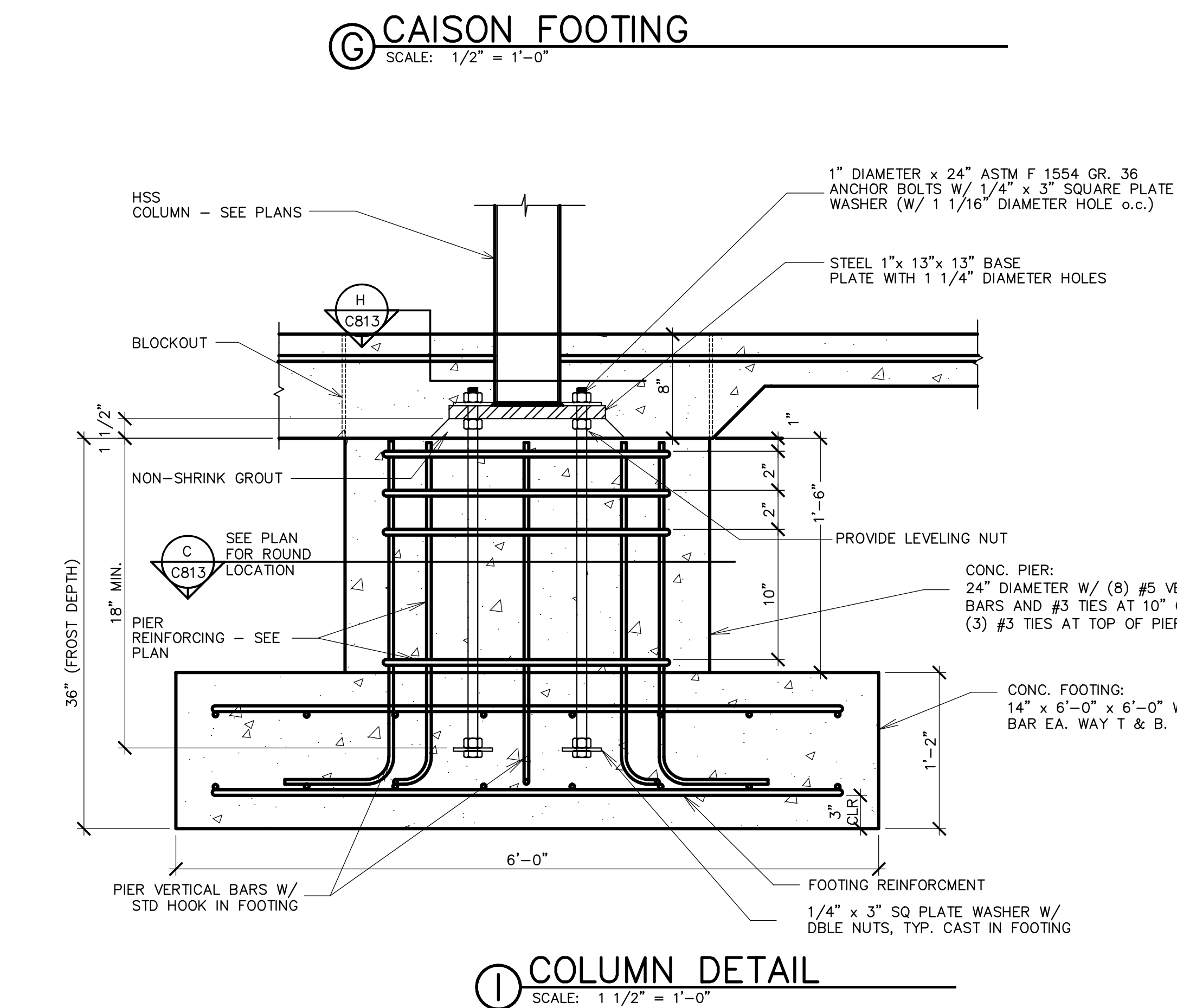
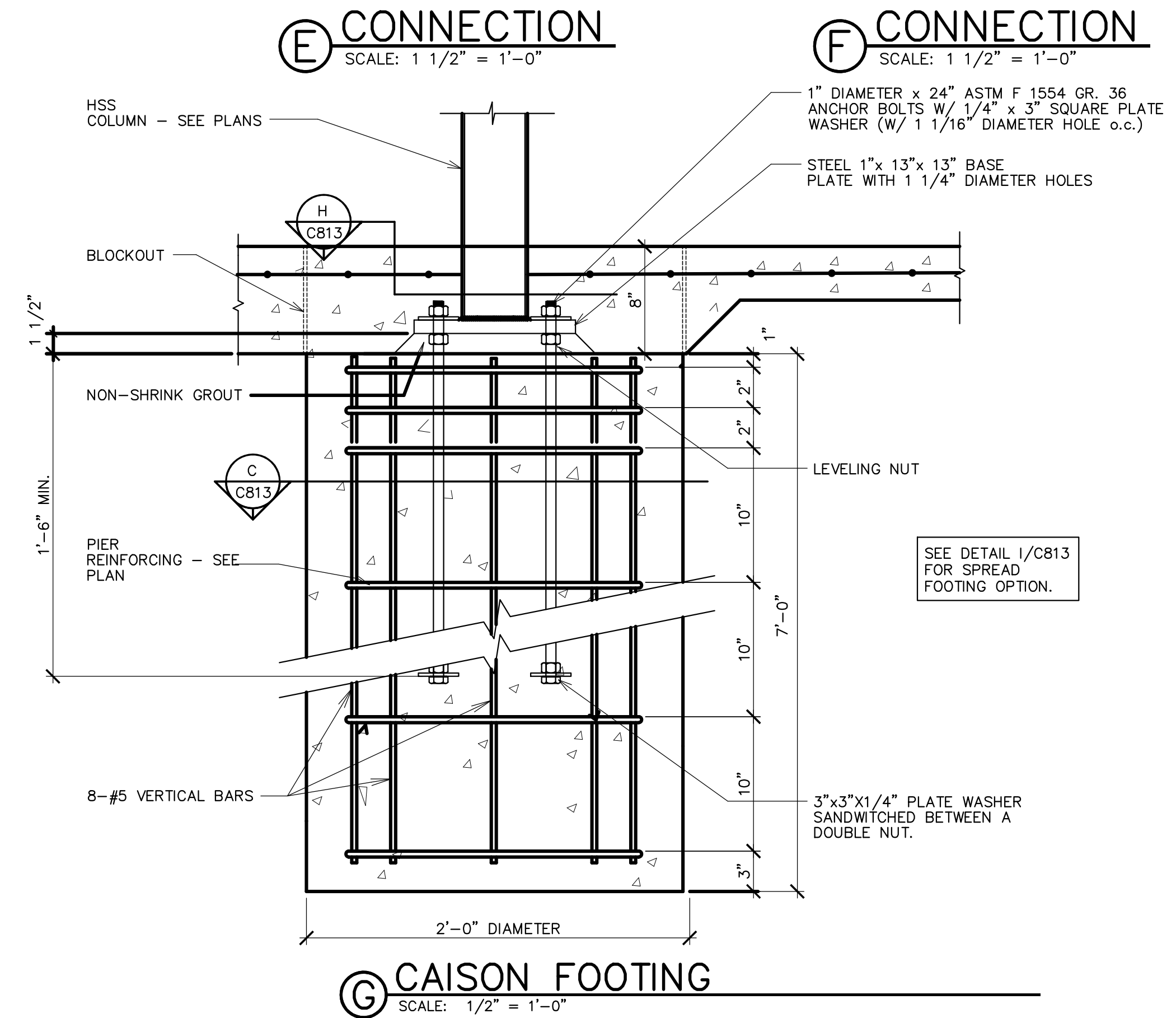
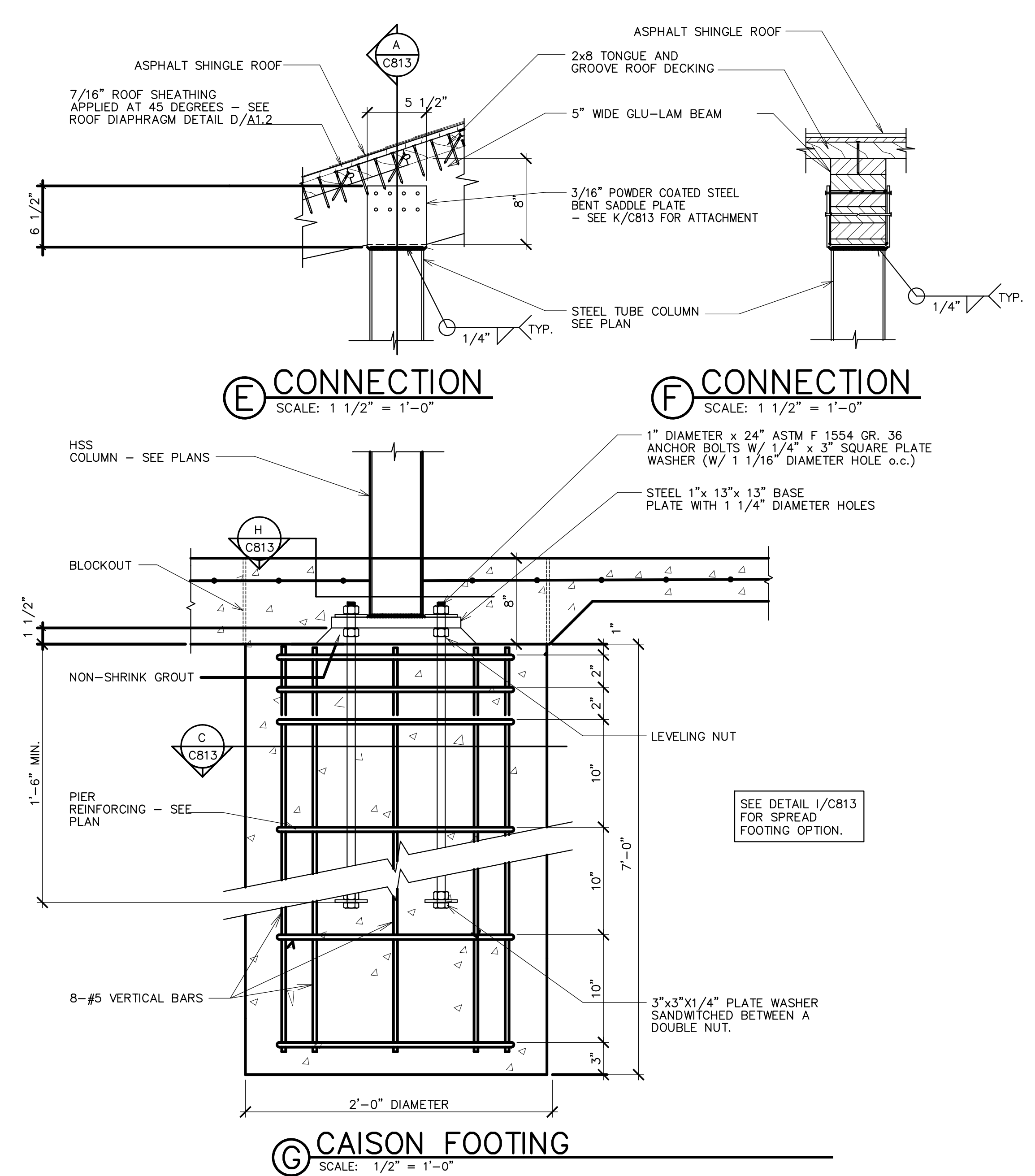
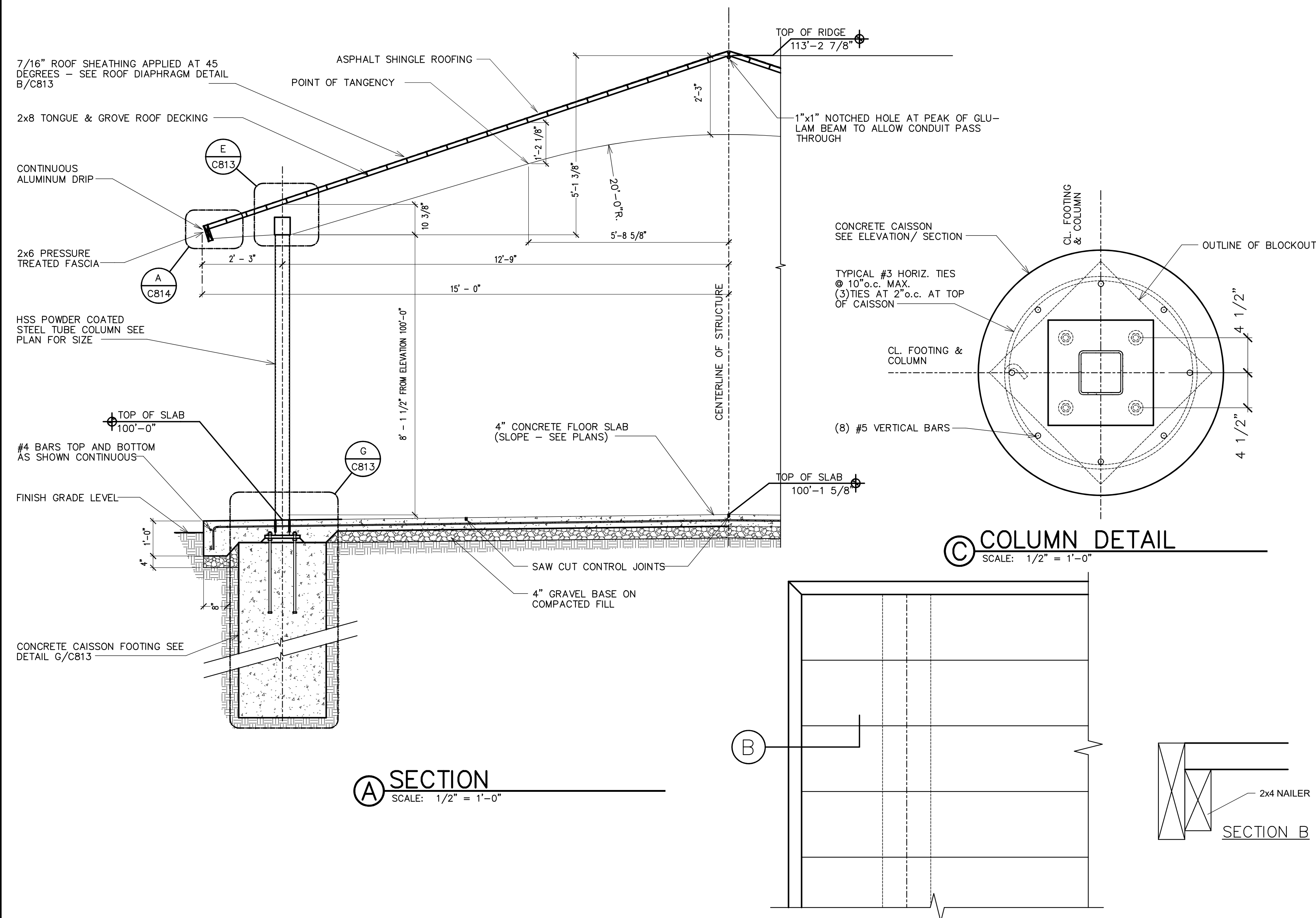
PLAN VIEWS

Sheet:

C811



C812



Supplier:

SMITH
STEELWORKS

DOUGLAS M.
FARLEY
No. 318831
11/30/2023
STATE OF UTAH
ENGINEER

30'x60' Glulam Pavilion
Kit 1 Option A
7020 North Pony Express Parkway
Eagle Mountain, Utah

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

[illegible]

Project Number:

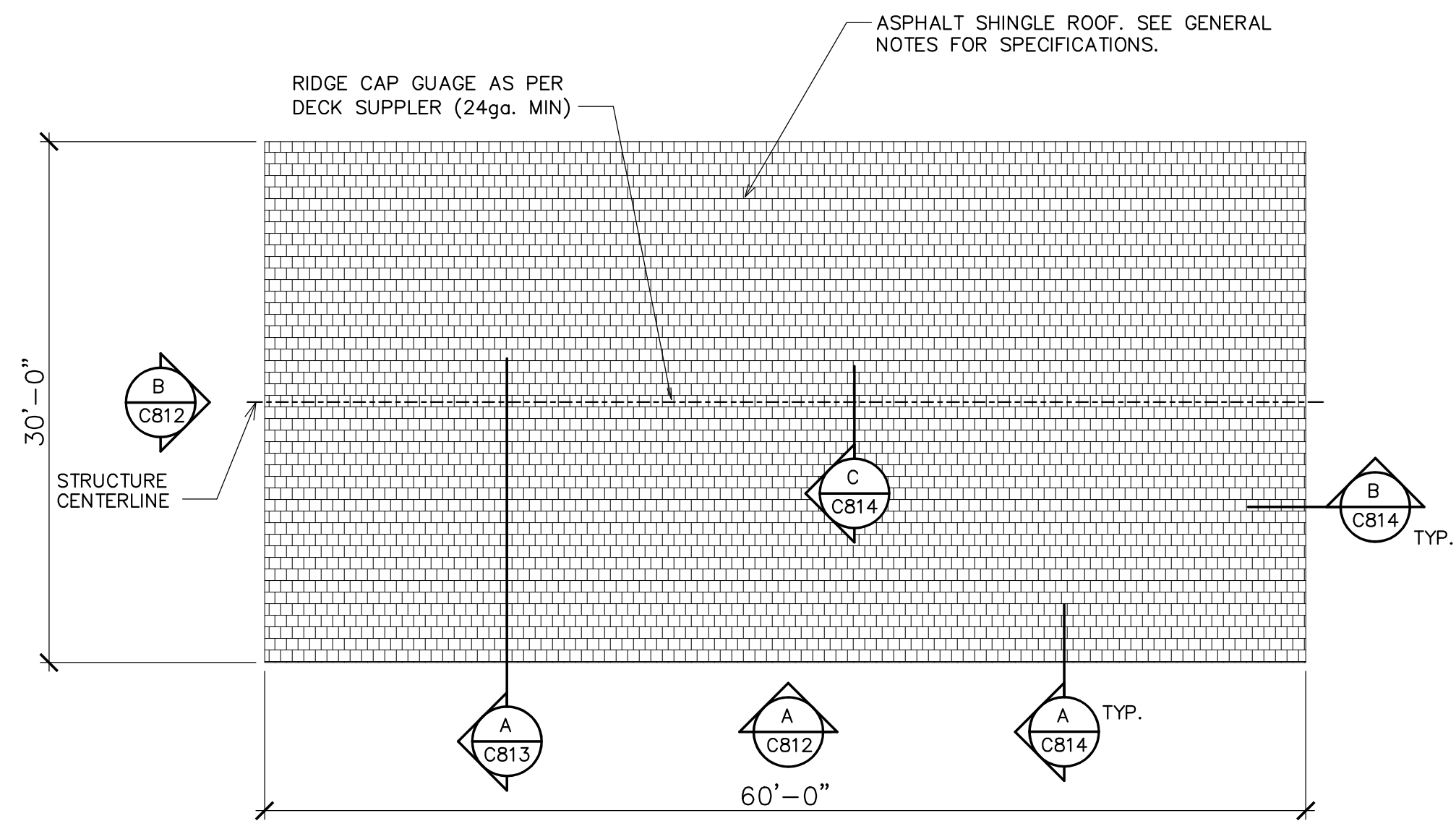
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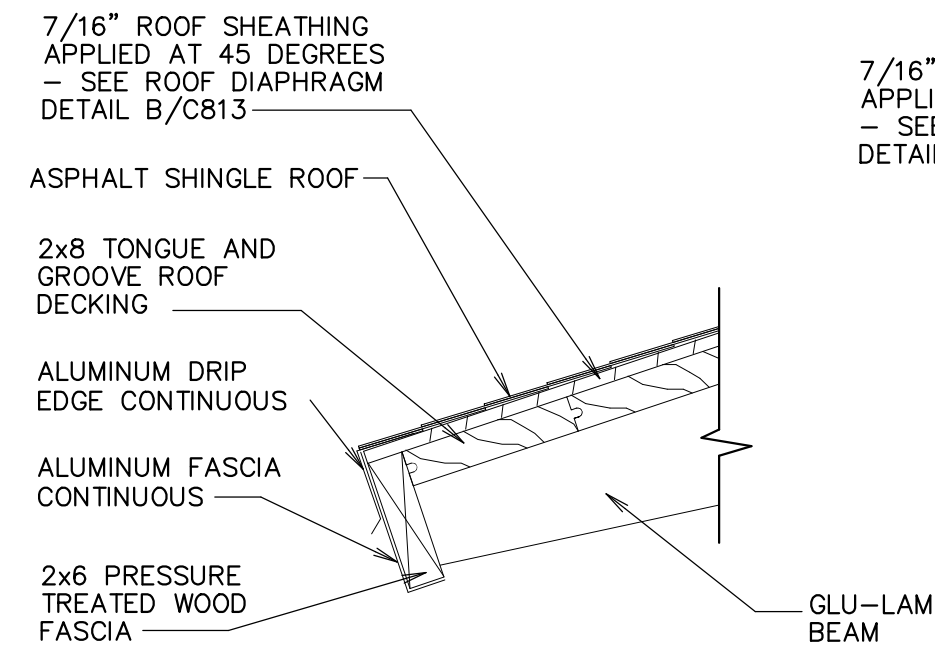
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**SECTION AND
DETAIL VIEWS**

Sheet:

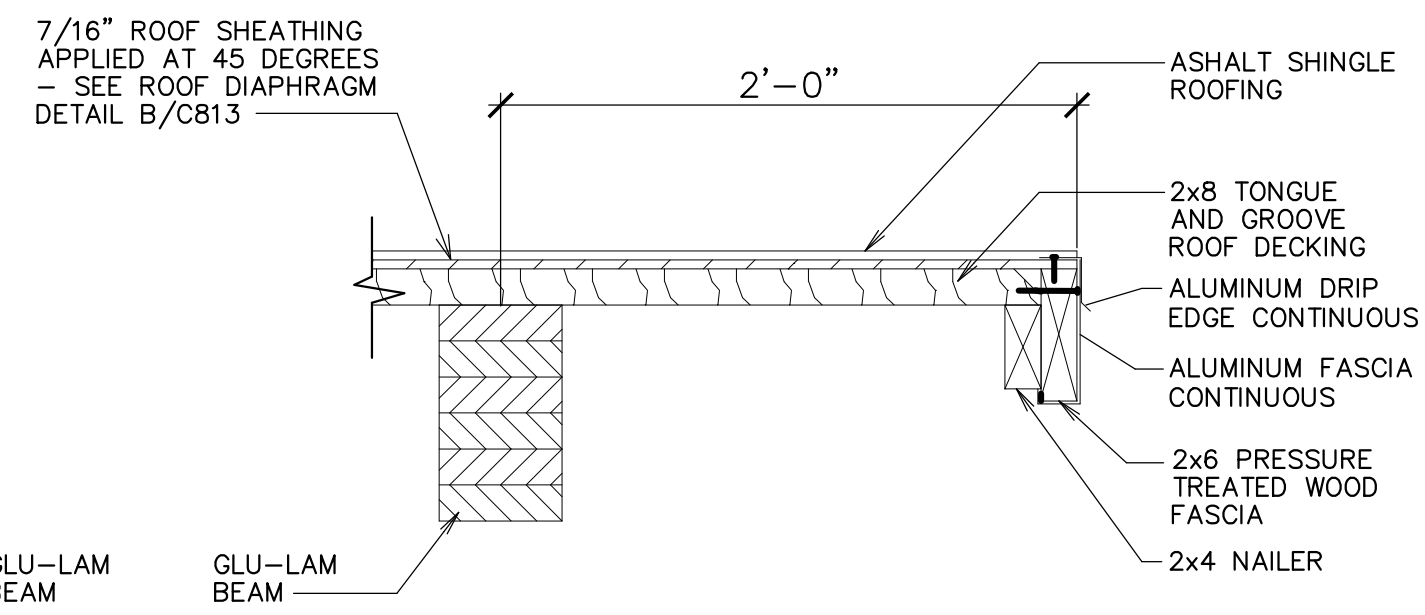
C813



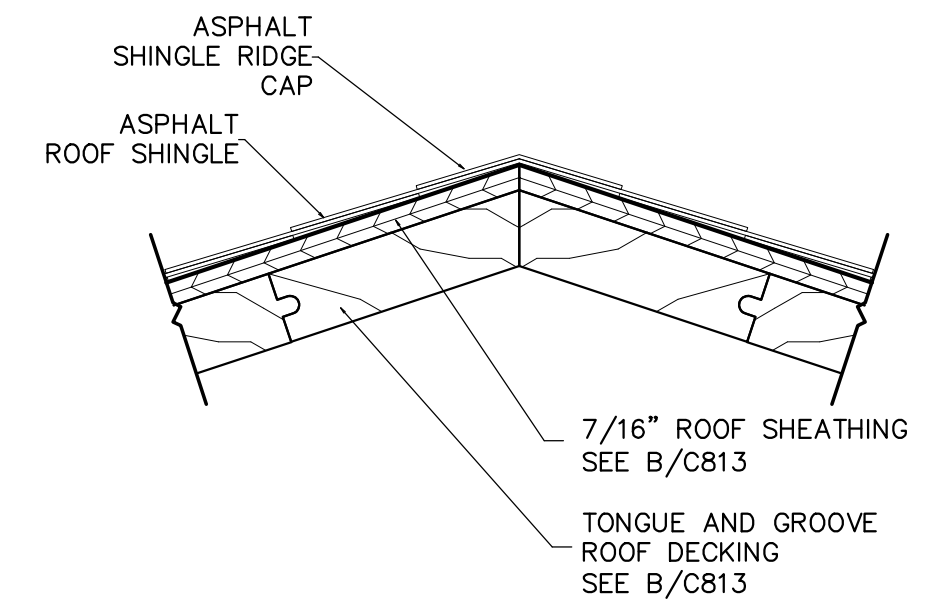
① ROOF PLAN
SCALE: 1/8" = 1'-0"



Ⓐ FASCIA DETAIL
SCALE: 1 1/2" = 1'-0"



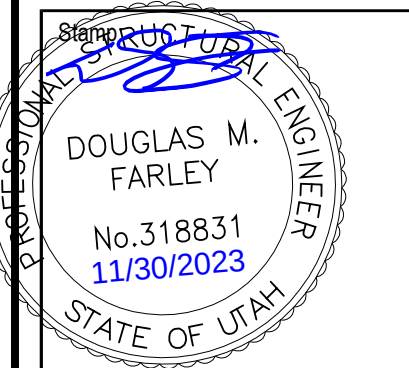
Ⓑ RAKE DETAIL
SCALE: 1 1/2" = 1'-0"



Ⓒ RIDGE CAP DETAIL
SCALE: 3" = 1'-0"

Supplier:

SMITH
STEELWORKS



30'x60' Glulam Pavilion
Kit 1 Option A
7020 North Pony Express Parkway
Eagle Mountain, Utah

Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Mark	Date (y-y-y)	Description

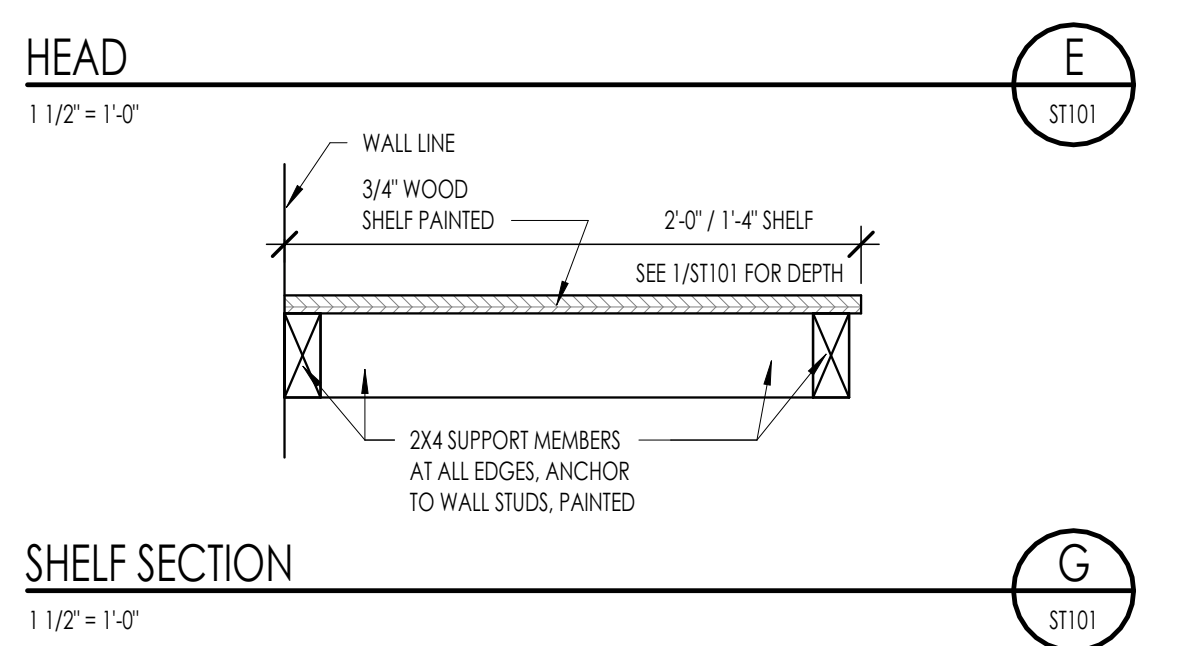
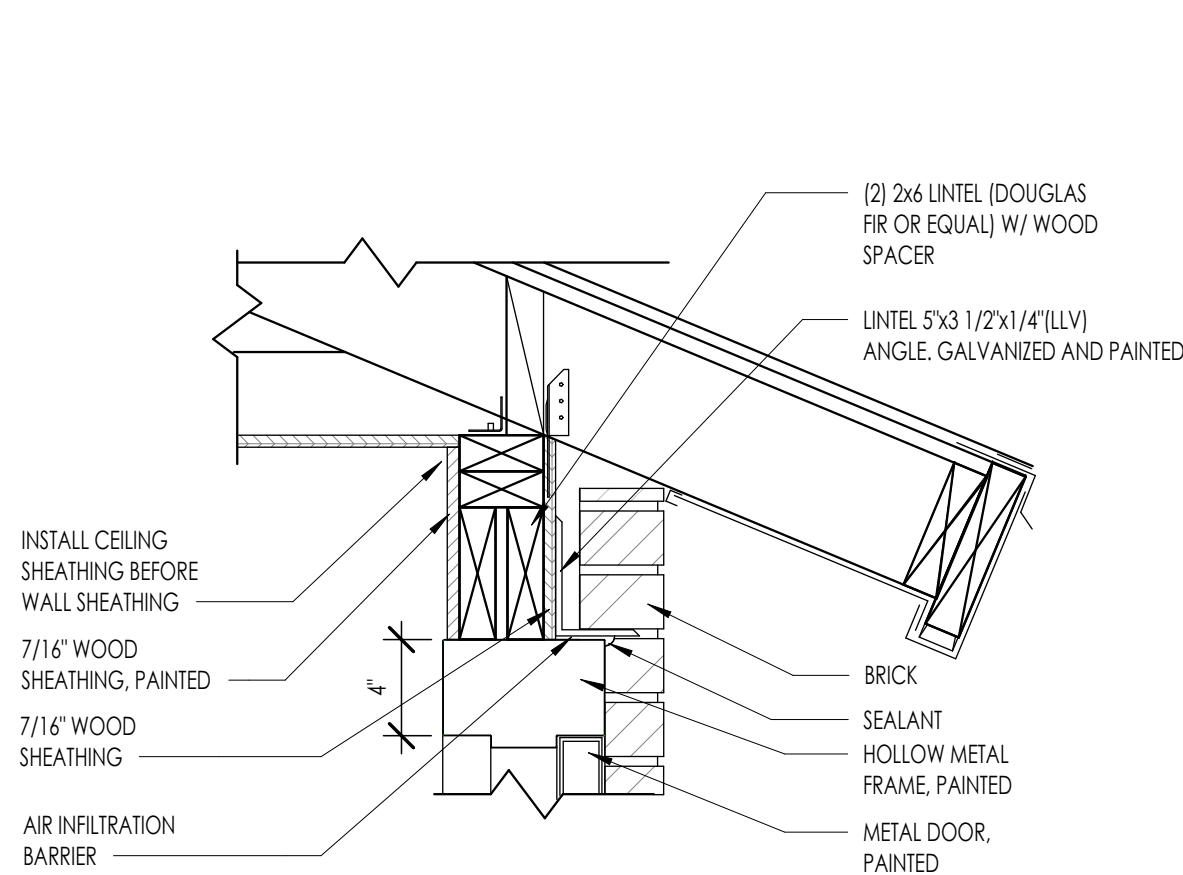
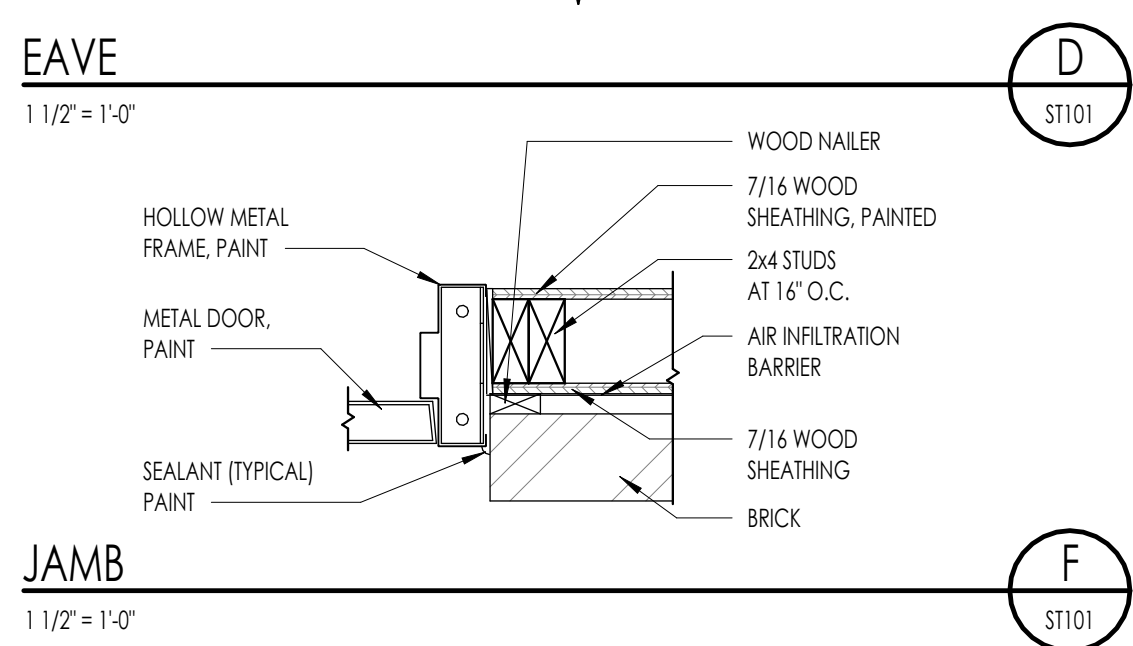
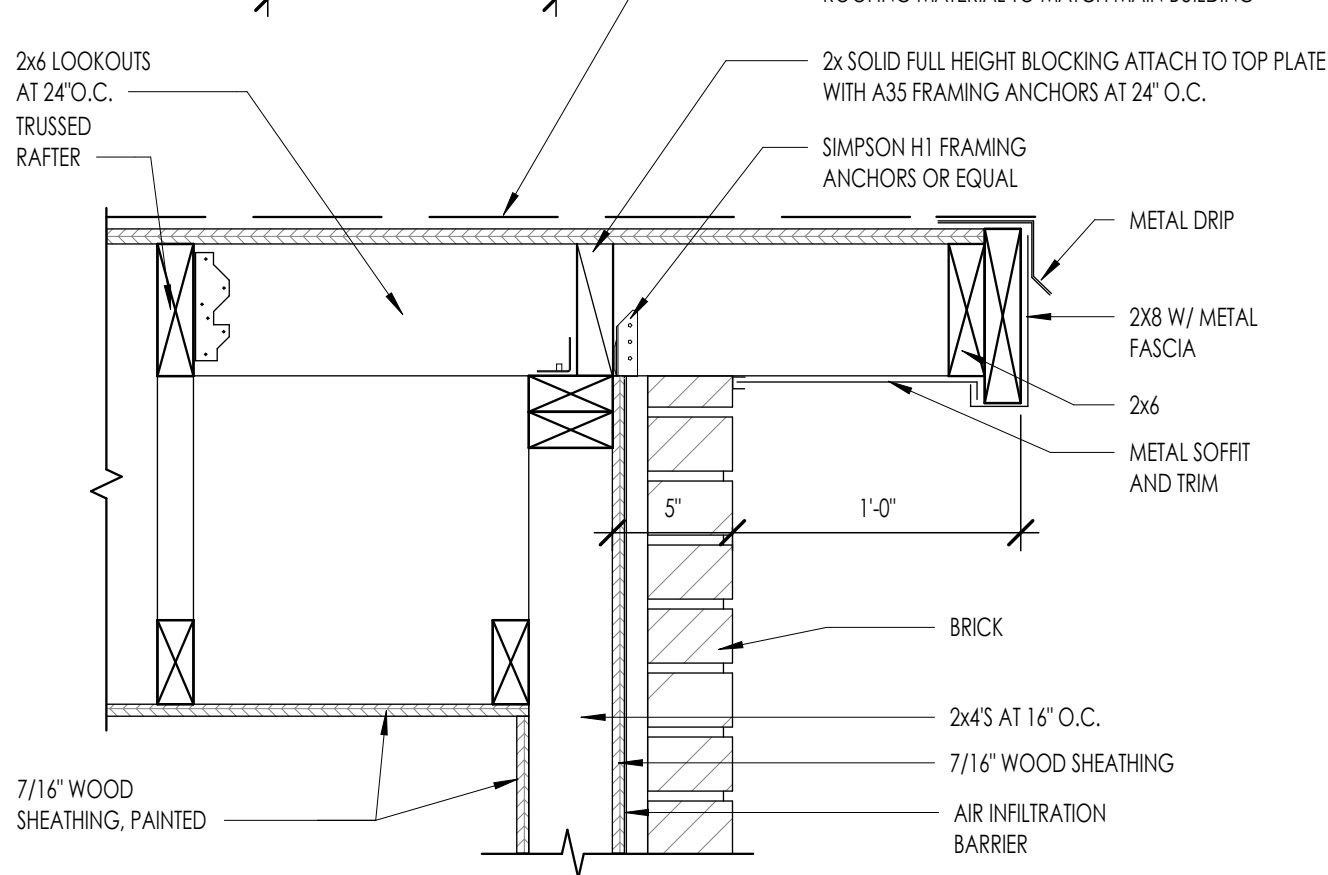
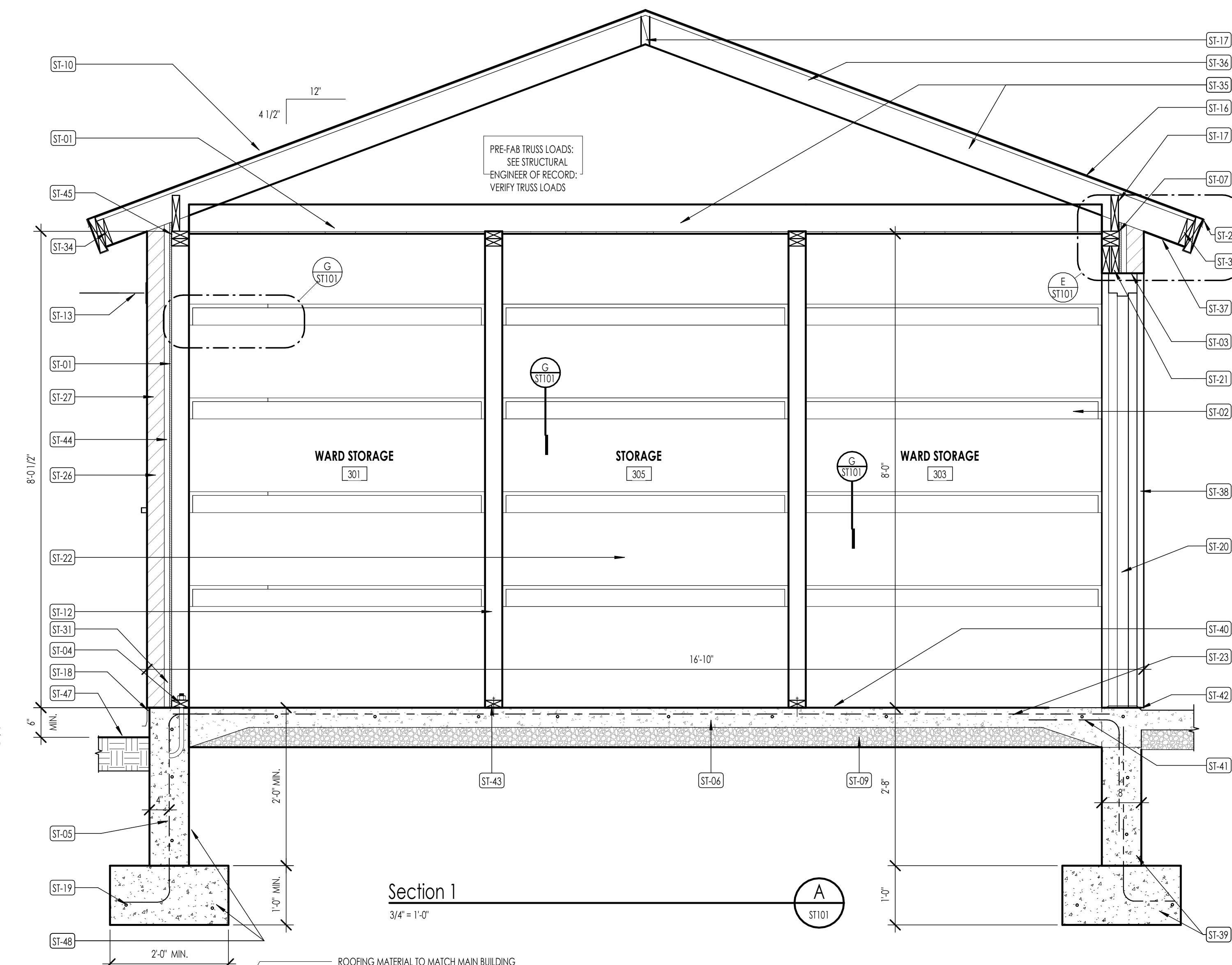
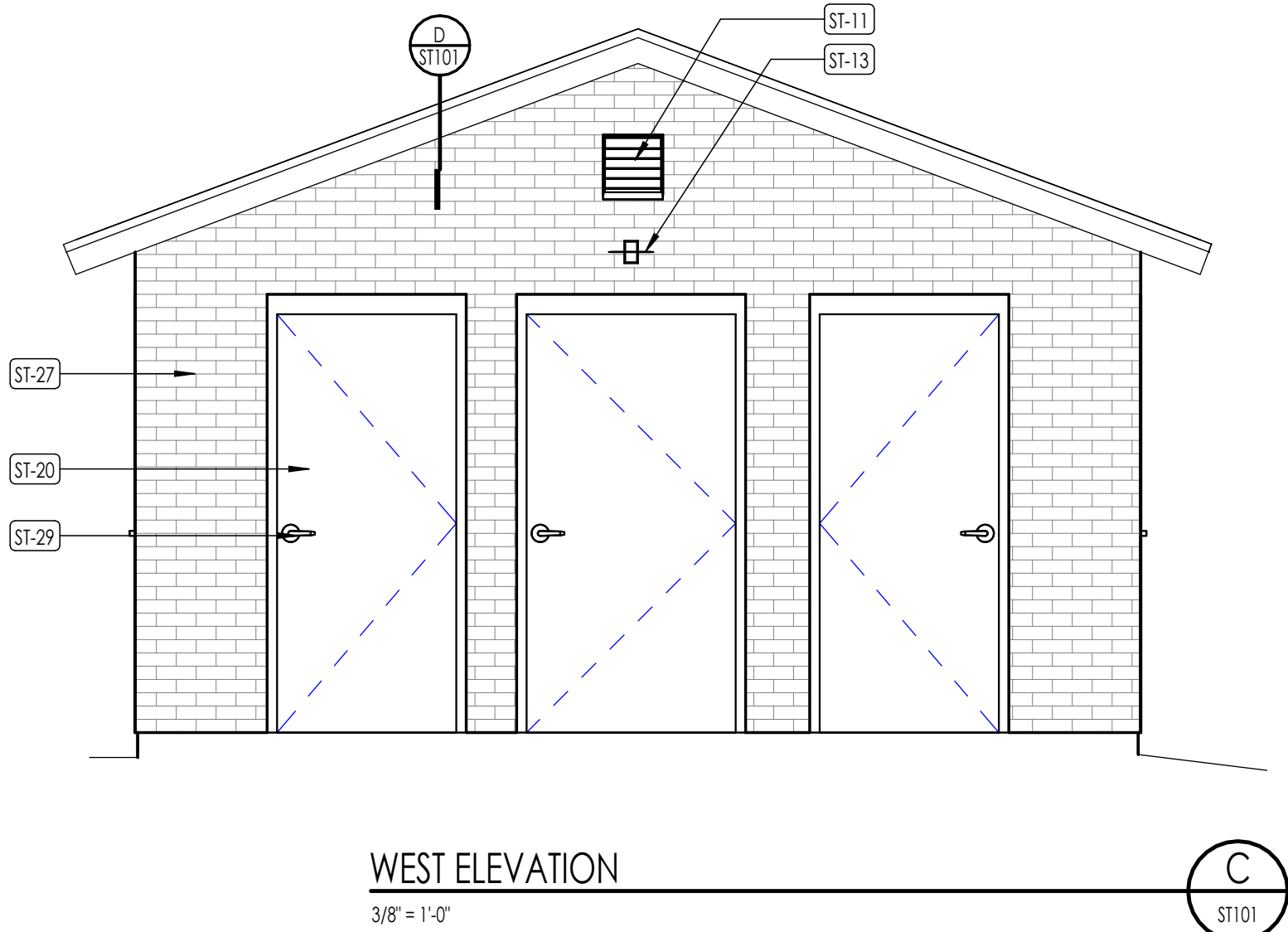
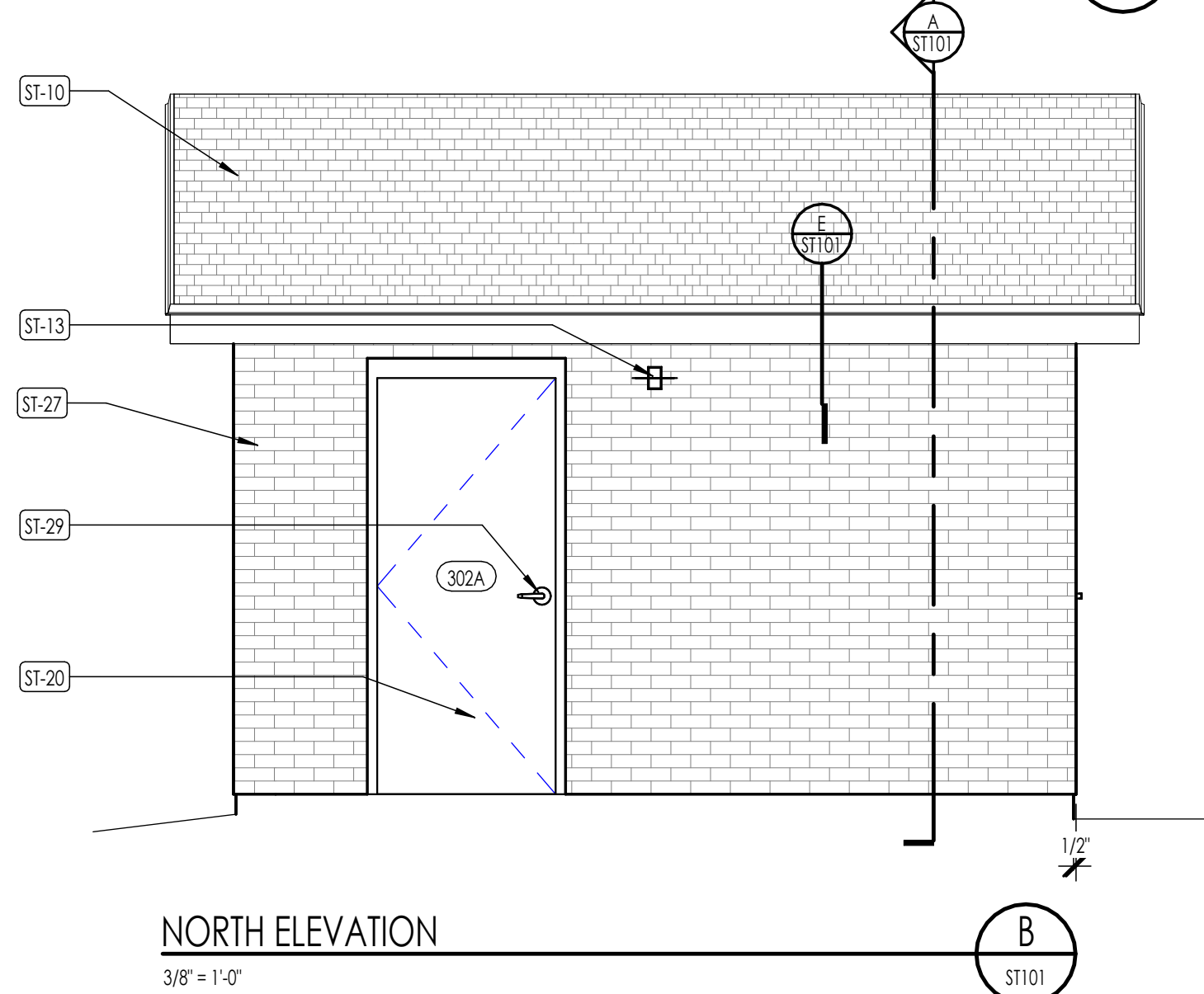
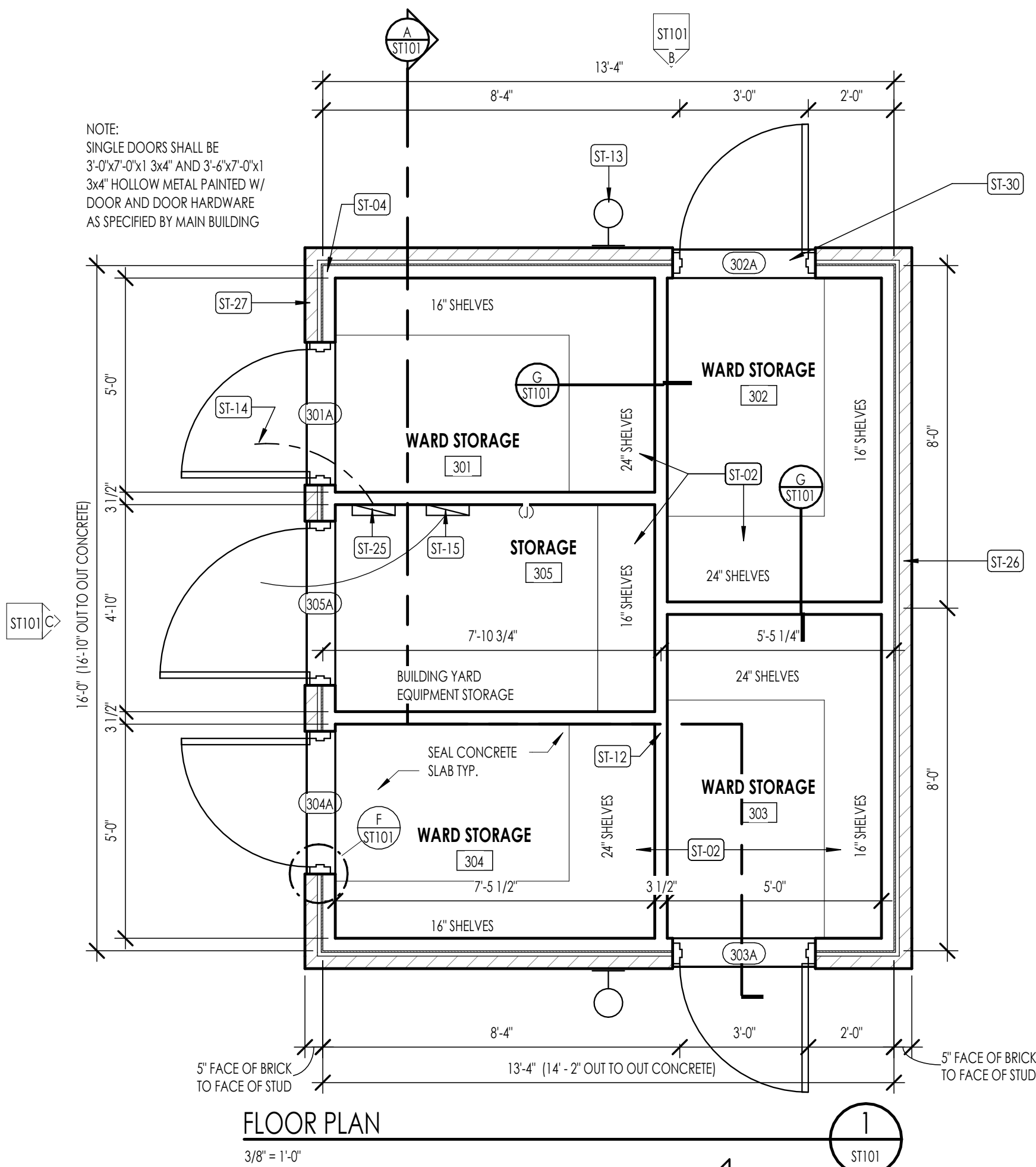
Project Number: _____

Plan Series: _____

Property Number: _____

Sheet Title:
**ROOF VIEWS
AND DETAILS**

Sheet:
C814



DOOR SCHEDULE														
MARK	ROOM NUMBER	SINGLE/PAIR	TYPE	WIDTH	HEIGHT	THICKNESS	FRAME TYPE	DETAIL	DETAIL	DETAIL	FIRE RATING	HARDWARE GROUP	KEYING	REMARKS
								HEAD	JAMB	THRESHOLD				
301A	301	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA8	BUILDING YARD EQUIPMENT STORAGE
302A	302	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA9	WARD STORAGE
303A	303	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA10	WARD STORAGE
304A	304	S	M	3'-0"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA11	WARD STORAGE
305A	305	S	M	3'-6"	7'-0"	1 3/4"	4	E/ST101	F/ST101			1	AA12	WARD STORAGE

FLOOR PLAN LEGEND	
HATCH PATTERN	DESCRIPTION
[Hatch Pattern]	POURED IN PLACE CONCRETE
[Hatch Pattern]	WOOD STUD WALL
[Hatch Pattern]	ASPHALT ROOFING, SEE SPECIFICATIONS
[Hatch Pattern]	MASONRY VENEER, SEE SPECIFICATIONS

- FLOOR PLAN GENERAL NOTES**
- ALL DIMENSIONS ARE TO INTERIOR FACE-OF-STUD (F.O.S.) UNLESS NOTED OTHERWISE.
 - CEILING HEIGHTS MEASURED FROM PLYWOOD OR CONCRETE - SEE SECTIONS
 - REFER TO ENLARGED PLANS FOR ALL UNIT DIMENSIONS, WINDOW TYPES, DOORS AND WALLS.
 - REFER TO ENLARGED PLANS FOR ALL DECKS/PATIOS.
 - COORDINATE WITH ALL ENLARGED PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
 - ALL TOPPING SLABS MUST BE POURED AFTER ROOF IS COMPLETE AND BUILDING IS DRIED IN.
 - SEE SHEET A002 FOR PROJECT GENERAL NOTES AND SHEET A003 FOR PROJECT KEYNOTES. REVIEW ALL NOTES PRIOR TO CONSTRUCTION.
 - COORDINATE WITH STRUCTURAL FRAMING PLANS AND SHEAR WALL PLANS FOR LOCATIONS OF COLUMNS, BEAMS, SHEAR WALLS, ETC.
 - COORDINATE WITH BUILDER/OWNER FOR ALL INTERIOR FINISHES
 - COORDINATE WITH ELECTRICAL DRAWINGS FOR ALL LIGHTING, POWER AND DATA REQUIREMENTS.
 - ALL EXTERIOR WALLS ARE ASSUMED TO BE 2X4 STUD WALLS UNLESS SHOWN/NOTED OTHERWISE.
 - ALL INTERIOR WALLS ARE ASSUMED TO BE 2X4 STUD WALLS UNLESS SHOWN/NOTED OTHERWISE.
 - ALL ROOF TRUSSES TO HAVE RAISED ENERGY HEEL CONSTRUCTION TO ALLOW FOR FULL DEPTH INSULATION OVER EXTERIOR WALLS (COORDINATE INSULATION REQUIREMENTS WITH RESCHECKS).

FLOOR PLAN KEY NOTES	
Specification Keynote	Instructional Keynote
[Key Note Info]	[Key Note Info]

KEYNOTE INSTRUCTIONAL	
ST-01	7/16" WOOD SHEATHING W/ APA SPAN RATING OF 24/0 MINIMUM. NAIL W/ 8d NAILS AT 6" O.C. AT PANEL EDGES AND 8d NAILS AT 4" O.C. AT INTERMEDIATE SUPPORTS TYPICAL.
ST-02	FIXED SHELVING (4 SHELVES EQUAL SPACING)
ST-03	LINTEL 5"x3 1/2"x1/4" (LLV) ANGLE. GALVANIZED AND PAINTED
ST-04	2x4 SILL PLATE W/ 1/2" DIA. x 6" EMBEDMENT ANCHOR BOLTS AT 24" O.C. MAX. (MAXIMUM 12" FROM CORNER)
ST-05	#4 AT 16" O.C. EACH WAY HORIZ. AND VERTICAL. CONCRETE SHALL BE 4500 PSI STRENGTH AT 28 DAYS
ST-06	4" CONCRETE SLAB WITH #4 BARS AT 18" O.C. EACH WAY WITH 1" CLEAR TO TOP OF SLAB. CONCRETE SHALL BE 3000 PSI AT 28 DAYS
ST-07	SIMPSON H1 FRAMING ANCHORS OR EQUAL AT EACH TRUSS END TYPICAL
ST-09	4" THICK GRAVEL BASE COMPACTED TO 95% OF STANDARD PROCTOR
ST-10	ROOFING MATERIAL TO MATCH MAIN BUILDING
ST-11	METAL WALL LOUVER L5 W/ INSECT SCREEN (BOTH ENDS OF BUILDING)
ST-12	2x4 STUD WALLS AT 16" O.C. (TYP.)
ST-13	LOW-PROFILE LED LIGHT - ONE CENTERED ON 3 ELEVATIONS WITH DOORS
ST-14	INSTALL CONDUIT FOR SPRINKLING SYSTEM CONTROLS. COORDINATE WITH INSTALLER FOR LOCATION. REFER TO IRRIGATION PLANS FOR REQUIREMENTS.
ST-15	30 AMP-1P SERVICE RATED DISCONNECT.
ST-16	19/32" ROOF SHEATHING W/ APA SPAN RATING OF 40/20 MINIMUM. NAIL W/ 8d NAILS AT 6" O.C. AT PANEL EDGES, AND 8d NAILS AT 12" O.C. AT INTERMEDIATE SUPPORTS. NAIL SHEATHING TO BLOCKING W/ 8d NAILS AT 6" O.C.
ST-17	2x SOLID FULL HEIGHT BLOCKING. SHAPE TOP TO MATCH ROOF SLOPE. ATTACH TO TOP PLATE WITH A35 FRAMING ANCHORS AT 24" O.C.
ST-18	PRE-FINISHED METAL DRIP EDGE WITH HEMMED EDGE- PROVIDE WEEP VENTS AT 32" O.C. AT BASE OF MASONRY FINISH GRADE
ST-19	(2) #4 CONTINUOUS. CONCRETE SHALL BE 3000 PSI STRENGTH AT 28 DAYS
ST-20	METAL DOOR AND FRAME PAINTED
ST-21	(2) 2x6 HEADER (DOUGLAS FIR OR EQUAL) W/ WOOD SPACER
ST-22	PAINTED WALL AND CEILING SHEATHING
ST-23	CONCRETE FLOOR SLAB SEALED (TYP.)
ST-25	AUTOMATIC IRRIGATION CONTROLLER
ST-26	BRICK W/ METAL TIES AT 16" O.C. EA. WAY
ST-27	BRICK TO MATCH MAIN BUILDING
ST-28	METAL DRIP AND FASCIA
ST-29	DEAD BOLT AND LOCK SET. (TYP.)
ST-30	METAL THRESHOLD
ST-31	MORTAR GUARD IN WALL CAVITY
ST-34	2x6 CONTINUOUS
ST-35	2x6 MIN. TOP AND BOTTOM CHORDS
ST-36	TRUSSED RAFTERS AT 24" O.C. - SEE STRUCTURAL FOR TRUSS LOADING
ST-37	METAL SOFFIT AND TRIM
ST-38	BRICK BEYOND
ST-39	VERIFY FOOTING AND FOUNDATION CONFIGURATION AND DEPTH WITH SOILS REPORT
ST-40	CONCRETE FLOOR SLAB SEALED (TYP.)
ST-41	#4 DOWEL 12"/16" @ 18" O.C. AT ALL OPENINGS
ST-42	SLOPE CONCRETE SLAB AT DOOR AS SHOWN
ST-43	POWDER-ACTUATED FASTENERS AT 16" O.C.
ST-44	AIR INFILTRATION BARRIER
ST-45	(2) 2x4 TOP PLATE
ST-47	FINISH GRADE
ST-48	WHERE POSSIBLE, CHANGE THE STRIP FOOTING AND FOUNDATION WALL TO A DOWNTURNED SLAB IF IT WOULD RESULT IN FOUNDATION COST SAVINGS

CODE REVIEW			
Allowable height, stories, and area (Table 504.3, 504.4, 506.2) - VB, Not Sprinklered			
Occupancy	Height (ft)	Story	Area (sf)
S-1	40	1	9,000
Actual height, stories and area			
Occupancy	Height (ft)	Story	Area (sf)
S-1	11'-9"	1	214
Table 1004.1.2 Maximum Floor Area Allowances Per Occupant			
Occupant Load: 214/300 = 0.71 = 1 occupant			
Building is unconditioned - no heating or cooling			

Revision Schedule

#	Description	Date
---	-------------	------

11576 South State Street, Suite 103b
Draper, Utah 84020

Project for:

**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Lakeview &

634 North Duggan Drive
Eagle Mountain, Utah

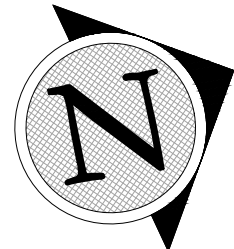
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Property Number: 501-2693-22010101

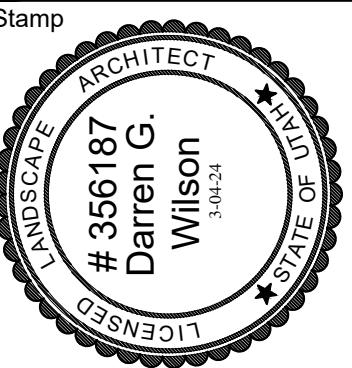
September 4, 2023

Storage Building

ST101



evans + associates architecture
11576 south state street, suite 1036, draper, utah 84020
phone 801-553-827 fax 801-553-827



**Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake**

Project for:

**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Revisions		
Mark	Date	Description

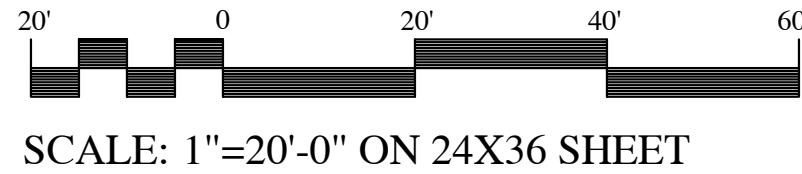
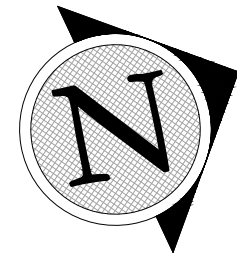
Project Number	23-84
Plan Series	Heritage 23-2
Property Number	600-3627-22010101
Date	August 30, 2023

Sheet Title

DIMENSION PLAN

Sheet

LS100



SCALE: 1"=20'-0" ON 24X36 SHEET

Evans + associates, architecture
11576 South 1100 West, Suite 100
Salt Lake City, UT 84141
Phone: 801-551-4927 Fax: 801-551-4923

Stamp

A New Building for

Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake

7000 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Revisions		
Mark	Date	Description
	August 20, 2018	City Review #01

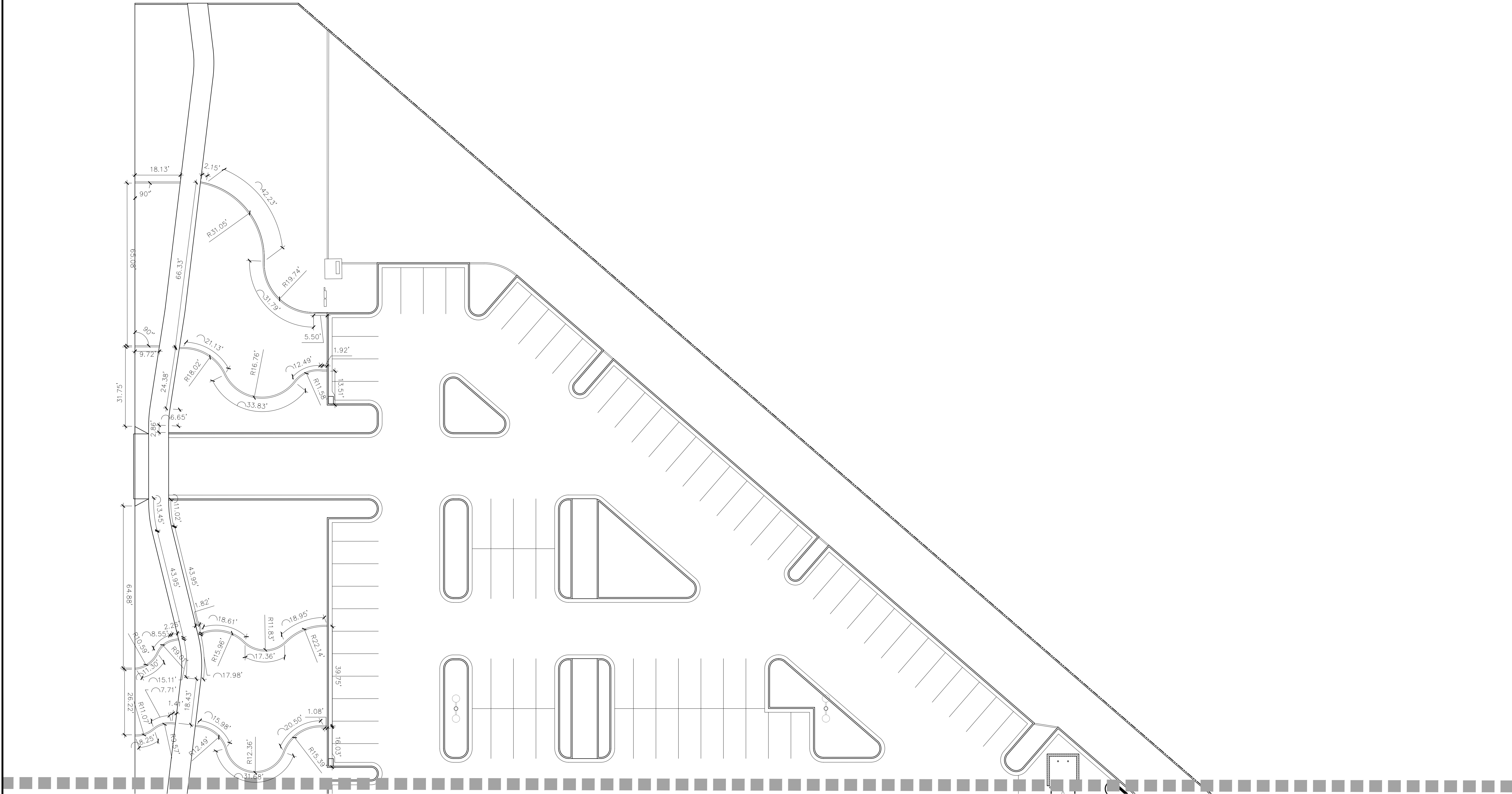
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Plan Series Heritage 23-2
Property Number 500-3627-22010101
Date August 30, 2023

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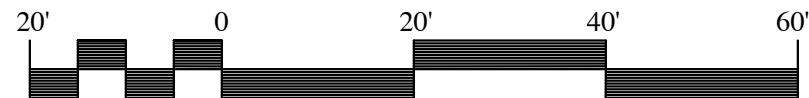
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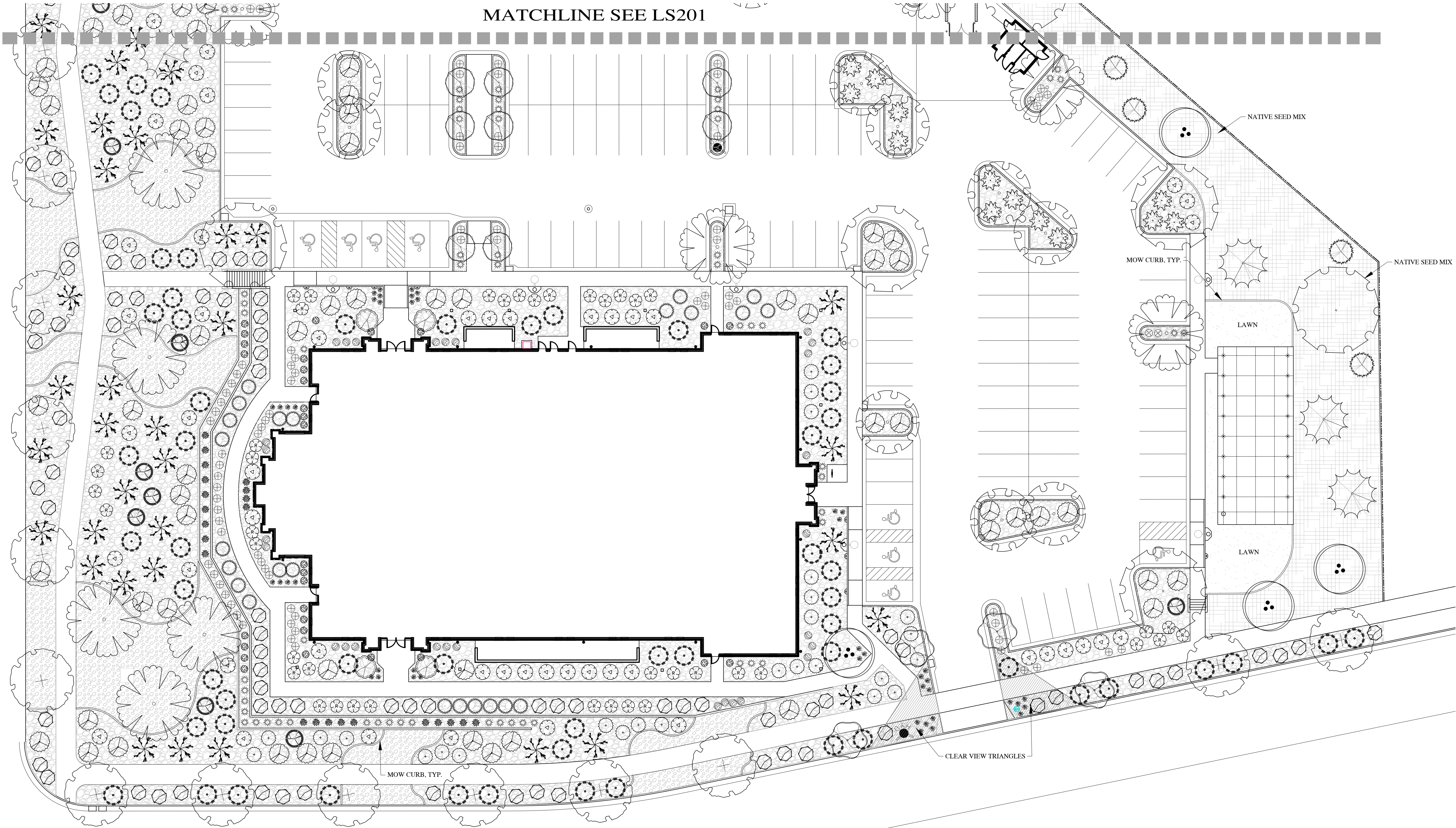
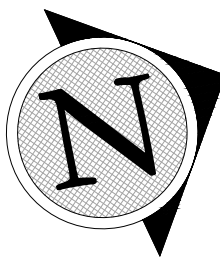
SCALE: 1"=20'-0" ON 24X36 SHEET

In Site

DESIGN GROUP

Landscape Architecture Land Planning

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Phone 801-553-4927
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Stamp

LANDSCAPE ARCHITECT

356187

Darren G. Wilson

3-11-23

STATE OF UTAH

LICENSED

A New Building for

Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake

7000 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Revisions	
Mark	Description

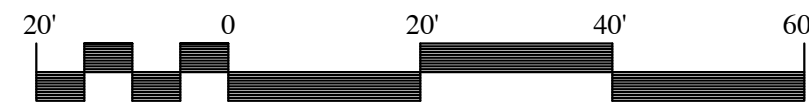
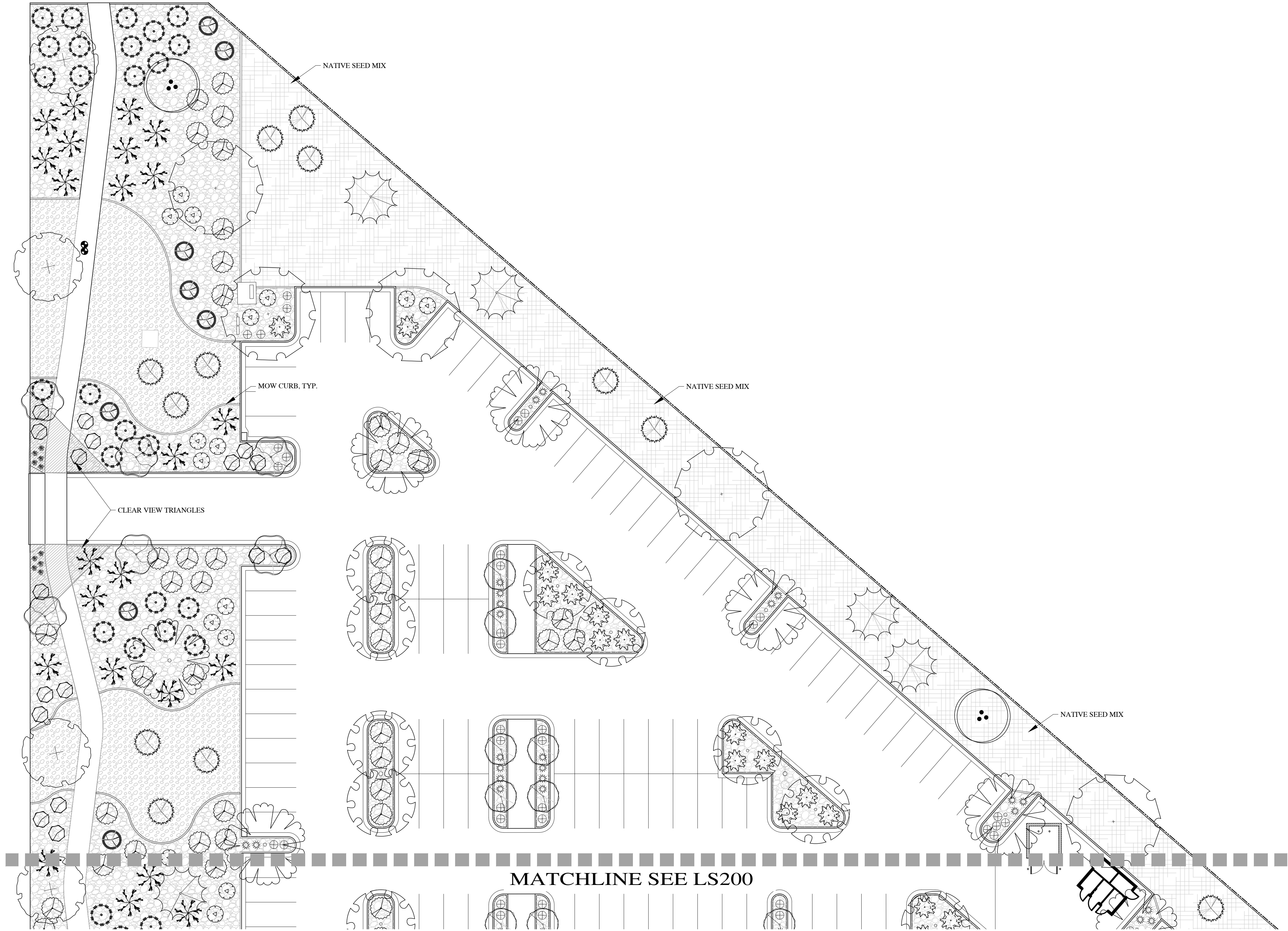
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PLANTING
PLAN

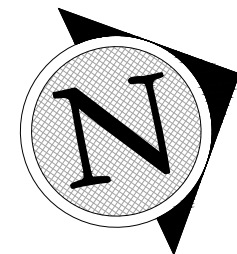
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A New Building for

**Oquirrh Mountain Ranch &
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Project for:

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**PLANTING
PLAN**

Sheet

LS201

BROADLEAF DECIDUOUS LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE	SIZE AT MATURITY
	ACER X TRUNCATUM 'KEITHSFORM'* NORWEGIAN SUNSET MAPLE	17	2" CAL.	40' X 25'
	AMELANCHIER 'AUTUMN BRILLIANCE'* (MULTI) ATM. BRILLIANCE SERVICEBERRY (CLUMP)	6	2" CAL.	25' X 20'
	CELTIS OCCIDENTALIS 'JFS-KSU1'* PRAIRIE SENTINEL HACKBERRY	14	2" CAL.	40' X 12'
	GINKGO BILOBA 'JADE BUTTERFLY'* DWARF MAIDENHAIR TREE	4	10 GAL.	12' X 9'
	KOELREUTERIA PANICULATA* GOLDENRAIN TREE	17	2" CAL.	30' X 25'
	PRUNUS SARGENTII 'PINK FLAIR' PINK FLAIR FLOWERING CHERRY	10	2" CAL.	30' X 15'
	SOPHORA JAPONICA 'PRINCETON UPRIGHT'* PRINCETON UPRIGHT PAGODA TREE	14	2" CAL.	30' X 30'
	ZELKOVA SERRATA 'VILLAGE GREEN'* ZELKOVA	10	2" CAL.	40' X 35'

CONIFER / EVERGREEN LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE	SIZE AT MATURITY
	PICEA GLAUCA DENSATA* BLACK HILLS SPRUCE	8	8" TALL	40' X 20'
	PINUS NIGRA 'OREGON GREEN'* AUSTRIAN BLACK PINE	15	8" TALL	20' X 10'

SHRUB / PERENNIAL/ GRASS LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE	SIZE AT MATURITY
	BUDDLEIA X 'BLUE KNIGHT'* BLUE KNIGHT BUTTERFLY BUSH	61	5 GAL.	4' X 6'
	CALAMAGROSTIS ACUT. 'KARL FOERSTER'* KARL FOERSTER FEATHER REED GRASS	78	1GAL.	3' X 5'
	COTONEASTER DAMMERI 'LOWFAST'* LOWFAST SPREADING COTONEASTER	24	5 GAL.	1' X 6'
	HEMEROCALLIS X 'RUBY STELLA'* RUBY STELLA DAYLILY	55	1 GAL.	2' X 2'
	HESPERALOE PARVIFLORA 'MSWNPERRMA'* DESERT DUSK RED YUCCA	23	5 GAL.	3' X 3'
	JUNIPERUS HORIZONTALIS 'BLUE CHIP'* BLUE CHIP CREEPING JUNIPER	54	5 GAL.	1' X 10'
	JUNIPERUS SABINA 'SCANDIA'* SCANDIA JUNIPER	27	5 GAL.	1' X 8'
	MAHONIA REPENS* CREEPING OREGON GRAPE	26	5 GAL.	1' X 6'
	PINUS MUGO 'SLOWMOUND'* SLOWMOUND DWARF MUGO PINE	30	5 GAL.	3' X 3'
	PRUNUS BESSEYI 'PAWNEE BUTTES'* PAWNEE BUTTES SAND CHERRY	93	5 GAL.	1.5' X 6'
	RHUS AROMATICA 'GROW LOW'* GROW LOW SUMAC	92	5 GAL.	2' X 8'
	RIBES ALPINUM 'GREEN MOUND' GREEN MOUND CURRANT	28	5 GAL.	3' X 3'
	ROSA X 'MEIPSIDUE' FIRE RED GROUNDCOVER ROSES	42	5 GAL.	2' X 5"
	SPIRAEA JAPONICA 'MAGIC CARPET' MAGIC CARPET SPIRAEA	109	5 GAL.	3' X 3'
	SYMPHORICARPOS X CHENAULTII 'HANCOCK'* HANCOCK CORALBERRY (LOW-SPREADING)	82	5 GAL.	2' X 8'
	SYRINGA MEYERI 'JDB123'WHITEHOUSE'* PEARL POTION DWARF KOREAN LILAC	16	5 GAL.	5' X 7'

GROUNDCOVERS LEGEND

SYMBOL	BOTANICAL NAME/COMMON NAME	QTY	SIZE
	1" TO 1 1/2" SOUTHTOWNE CRUSHED ROCK FROM UTAH LANDSCAPE ROCK IN NEPHI, UTAH.	3" DEPTH	PER PLAN
	3" TO 4" OAK CREEK PLUM COBBLE ROCK FROM UTAH LANDSCAPE ROCK IN NEPHI, UTAH.	8" DEPTH	PER PLAN
	KENTUCKY BLUEGRASS, 3 VARIETY MINIMUM. INSTALL PER SOD LAYING NOTES	SOD ROLLS	PER PLAN
	NATIVE SEED MIX	PER PLAN	PER PLAN

DESIGN CRITERIA

ECO-REGION	10.1 NORTHERN COLD DESERT
CLIMATE	U.S. HARDINESS ZONE 5
ZONING ORDINANCE	EAGLE MOUNTAIN CITY
WATER AVAILABILITY	PRESSURIZED IRRIGATION
SOIL TYPE	NA
SLOPES	SEE GRADING PLAN
WIND	SOUTH PREVAILING
SETBACKS/EASEMENTS	NA
MICROCLIMATES	NA
SOIL PH	NA
LAWN AREA	2% OF TOTAL LANDSCAPE (1,783 SQ. FT.)
UNDEVELOPED	NA
PROPERTY IRRIGATION SYSTEM	AUTOMATED SYSTEM WITH SMART CONTROLLER

LANDSCAPE DATA

TOTAL SITE AREA	229,581 SQ.FT.*	5.27 ACRES
TOTAL LANDSCAPE AREA	102,486 SQ.FT.*	44.6%
SHRUBS/GROUND COVER	78,406 SQ.FT.	76%
LAWN AREA	1,783 SQ.FT.	2%
NATIVE SEED AREA	22,297 SQ. FT.	22%
TREES ON SITE	115	PROVIDED = 115
	TOTAL REQ'D = NA	PROVIDED = 92
	DECIDUOUS REQ'D = NA	PROVIDED = 23
	EVERGREEN REQ'D = NA	PROVIDED = 840
	SHRUBS REQ'D = NA	PROVIDED = 840
	DROUGHT TOLERANT REQ'D = NA	PROVIDED = 840
	DROUGHT TOLERANT PROVIDED = (80%)	
ADDITIONAL INFO: 50% VEGETATIVE COVER REQUIRED AT MATURITY		
	TURF GRASS AREA = 100% COVERAGE	
	NATIVE SEED AREA = 100% COVERAGE	
	SHRUB BED AREA = 40% COVERAGE (AVERAGE)	
	TOTAL SITE AVERAGE = 50.4% COVER AT MATURITY	
* PARK STRIP LANDSCAPE OF 15,446 SQ.FT. NOT INCLUDED IN THIS TOTAL		

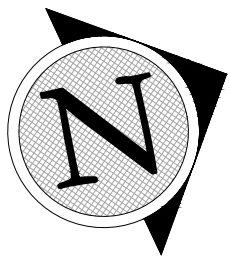
NOTES:

- IMPORTED, SCREENED TOP SOIL TO BE IMPLEMENTED IN ALL NEW PLANTING AREAS AT THE FOLLOWING DEPTHS: 12" IN ALL SHRUB BEDS, 5" IN ALL LAWN AREAS. (NATIVE SEED AREA NOT REQUIRED TO HAVE IMPORTED TOPSOIL). TREES IN NATIVE SEED AREA TO HAVE PLANT PITS 3X WIDTH OF THE ROOTBALL EXCAVATED AND FILLED WITH IMPORTED TOPSOIL AND AMENDMENTS PER SPECIFICATIONS.
- LAWN TO BE A KENTUCKY BLUEGRASS BLEND (MIN. 3 VARIETIES) AND BE IMPLEMENTED AS SOD.
- 6"x6" FLAT CONCRETE CURBING TO BE IMPLEMENTED BETWEEN ALL SHRUB BED AND LAWN AREAS AS WELL AS NATIVE SEED AND SHRUB BED AREAS AS SHOWN ON PLAN.
- ROCK MULCH TO BE CLEAN AND FREE OF DIRT AND DEBRIS. PLACED AT A UNIFORM DEPTH, AND RAKED SMOOTH.
- DEWITT 4.1 OZ. LANDSCAPE FABRIC TO BE IMPLEMENTED IN ALL SHRUB BEDS AND BENEATH ROCK MULCH PRIOR TO MULCH INSTALLATION. FOLLOW MANUFACTURERS INSTALLATION INSTRUCTIONS.
- NO LANDSCAPING OR OTHER OBSTRUCTION IN EXCESS OF 3' ABOVE FINISHED GRADE SHALL BE IMPLEMENTED IN CLEAR VIEW TRIANGLES.
- MATERIAL QUANTITIES AND COUNTS ON LEGENDS AND NOTES ARE FOR CONVENIENCE ONLY. LANDSCAPE CONTRACTOR RESPONSIBLE TO VERIFY ALL COUNTS AND QUANTITIES ON PLANS.

NATIVE SEEDING:

- IMPLEMENT THE FOLLOWING SEED, FERTILIZERS, ORGANICS SOIL MEDIA AND MULCH AT THE GIVEN RATES:
- SEED:
 - ANNUAL RYEGRASS (Lolium perenne spp. Multiflour) 3.50 LBS. PLS/ACRE
 - PERENNIAL RYEGRASS (Lolium perenne) 3.50 LBS. PLS/ACRE
 - CRESTED WHEATGRASS (Agropyron cristatum 'Fairway') 5.25 LBS. PLS/ACRE
 - SMOOTH BROME (Bromus inermis 'Manchar') 5.25 LBS. PLS/ACRE
 - INTERMEDIATE WHEATGRASS (Thinopyrum intermedium) 5.25 LBS. PLS/ACRE
 - SHEEP FESCUE (Festuca ovina 'Covar') 3.50 LBS. PLS/ACRE
 - STANDARD CRESTED WHEATGRASS (Agropyron desertorum) 3.50 LBS. PLS/ACRE
 - SLENDER WHEATGRASS (Elymus trachycaulus ssp Trachycaulus) 3.50 LBS. PLS/ACRE
 - SANDBERG BLUEGRASS (Poa secunda spp Sandbergii) 1.75 LBS. PLS/ACRE
 - SUSTANE 4-6-4 FERTILIZER @ 250 LBS./ACRE
 - AM120 STANDARD MYCORRHIZAL INOCULANT @ 20LBS./ACRE
 - PROGANICS BIOTIC SOIL MEDIA @ 4,000 LBS./ACRE
 - PROMATRIX BFM MULCH @ 3,500 LBS/ACRE

*Products available thru Summit Seeding and Granite Seed Company



Revisions	Description	Mark	Date

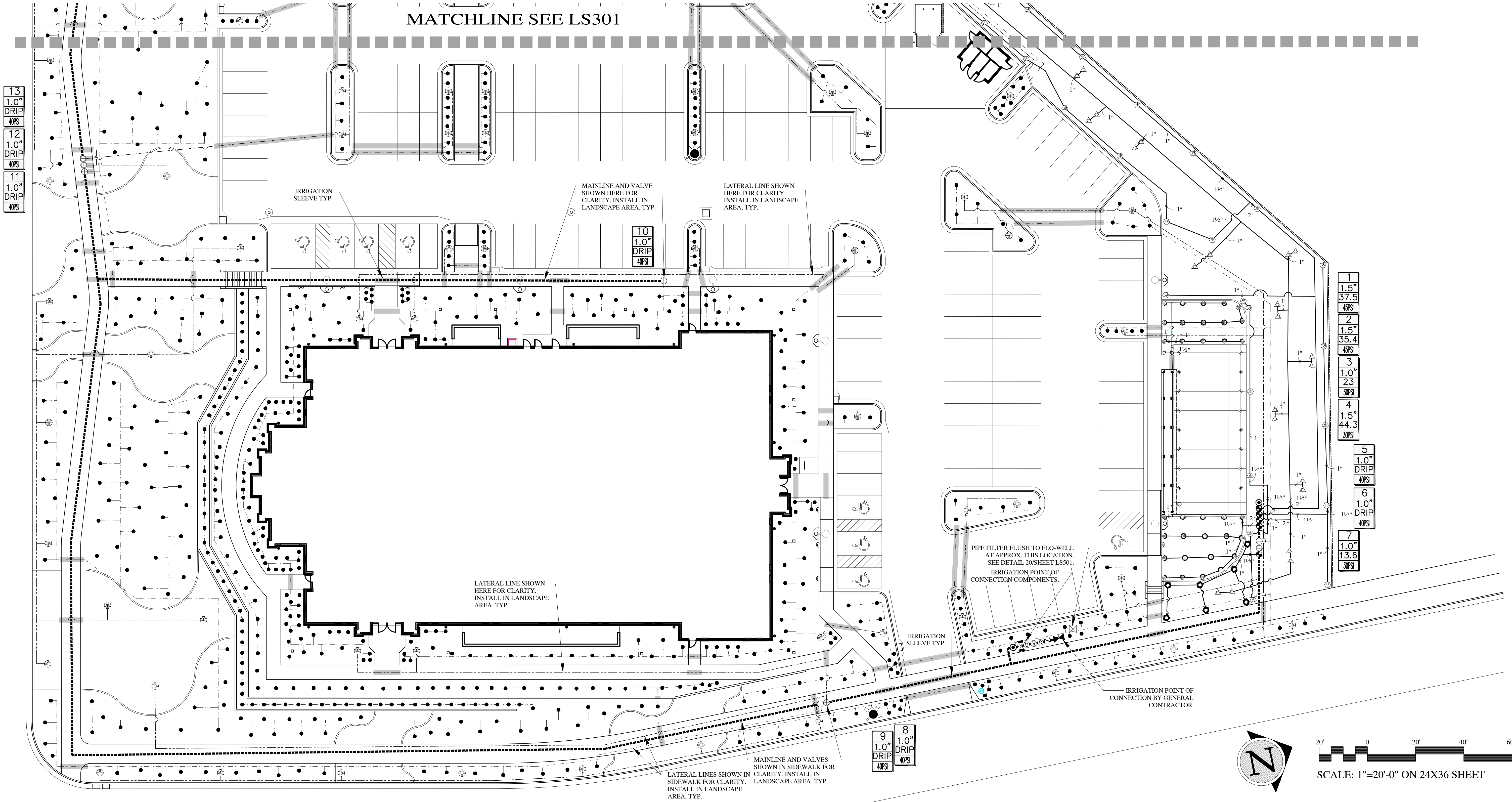
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IRRIGATION LEGEND

SYMBOL	MANUFACTURER-MODEL NUMBER	PAT.	RD.	PSI	GPM							DRIP GPH	DETAILS	REMARKS
					Q	T	H	TT	TQ	F				
●	RAINBIRD XB-PC	FULL	--	40	--	--	--	--	--	--	--	2.0	15.16	SEE LEGEND BELOW FOR ADDITIONAL INFORMATION.
⊙	DRIFLINE: NETAFIM TLVCV-09-12	FULL	--	40	--	--	--	--	--	--	--	9.12"	12.14	
⊙	RAIN BIRD 1806-SAM-PRS SQ-B BUBBLER	Q	8"	30	5	--	--	--	--	--	--	--	18.19	ADJUST NOZZLES AS NEEDED TO KEEP WATER OFF SIDEWALK AND ASPHALT.
⊙	RAIN BIRD 1806-SAM-PRS 8 SERIES POP-UP	Q	8"	30	26	--	--	--	--	--	--	--	18.19	
⊙	RAIN BIRD RD-1806-SAM-PRS 12 SERIES POP-UP	Q,H,F,HE,VAN	10"	30	39	--	--	--	--	--	--	1.58	18.19	
⊙	RAIN BIRD RD-1806-SAM-PRS 12 SERIES POP-UP	F	12"	30	--	--	--	--	--	--	--	2.60	18.19	
⊙	RAIN BIRD RD-1806-SAM-PRS 18 SERIES POP-UP	VAN	18"	30	--	--	--	--	--	--	--	--	18.19	
⊙	RAIN BIRD RD-1804-SAM-PRS SIDE STRIP SPRAY	RCS,SST,LCS	5"	30	49	--	--	--	--	--	--	--	18.19	
⊙	RAIN BIRD RD-5004-PL-PC-SAM-R-MPR 25 ROTOR	H,F	25"	45	--	--	--	--	--	--	--	3.82	22	
⊙	RAIN BIRD RD-5004-PL-PC-SAM-R-MPR 30 ROTOR	Q,H,F	30"	45	1.40	--	--	--	--	--	--	5.78	22	
⊙	RAIN BIRD RD-5004-PL-PC-SAM-R-MPR 35 ROTOR	Q,T,H,F	35"	45	1.92	2.46	3.81	--	--	--	--	7.58	22	
[A]	CONTROLLER: WEATHERTRAK ET PRO3 (WTPRO3-C-18-CWM)												8.11,20	COORDINATE LOCATION WITH OWNER
⊙	1" RAINBIRD QUICK COUPLER VALVE, MODEL 44-LRC												3	IN 10" RND. VALVE BOX
⊙	2" AMIAD MINI SIGMA AUTOMATIC FILTER W/300 MICRON SCREEN (IN STRONG BOX ENCLOSURE)												9	IN STRONGBOX ENCLOSURE
⊙	REMOTE CONTROL VALVE: RAINBIRD PEB-PRS-D AUTOMATIC CONTROL VALVE, SIZE PER PLAN												4	JUMBO VALVE BOX
⊙	DRIP CONTROL ZONE KIT: RAINBIRD XCZ-100-PRL-COM PER PLANS (FOR SHRUBS)												17	JUMBO VALVE BOX
⊙	DRIP CONTROL ZONE KIT: RAINBIRD XCZ-100-PRL-COM PER PLANS (FOR TREES)												17	JUMBO VALVE BOX
⊙	2" STOP & WASTE TO BE INSTALLED BY GENERAL CONTRACTOR												7	BY GENERAL CONTRACTOR
⊙	HYDROMETER: NETAFIM LHMTGTI-MEL (WITH PE-393 FLOW SENSOR CABLE)												7.10	REFERENCE DETAILS
⊙	DRAIN VALVE: GRACO WELD TOP												5	REFERENCE DETAILS
⊙	ISOLATION VALVE												7	REFERENCE DETAILS
⊙	MAINLINE: 2" SCH-40 PVC OR OTHERWISE NOTED.												1.2	REFERENCE DETAILS
⊙	LATERAL LINE FOR SPRAYS: SCHEDULE 40 PVC												1.2	REFERENCE DETAILS
⊙	TREE DRIP LATERAL LINE (SIZE AS REQUIRED)												1.2	REFERENCE DETAILS
⊙	SHRUB DRIP LATERAL LINE (SIZE AS REQUIRED)												1.2	REFERENCE DETAILS
⊙	SCH. 40 PVC SLEEVE (SIZE TO MIN. 2X DIA. OF PIPE WITHIN THE SLEEVE). ADD ADDITIONAL SLEEVES AS REQ.												1.2	REFERENCE DETAILS
⊙	WIRE CHASE, SIZE TO BE TWICE THE DIA. OF THE WIRE BUNDLE WITHIN DOWN TO 1" DIA. MIN.												8.11	REFERENCE DETAILS
⊙	14 GAUGE SOLID COPPER SINGLE STRAND WIRE												1.2,4.8	REFERENCE DETAILS
⊙	FLO-WELL DRY WELL SYSTEM - MODEL NO. FWAS24 - NDSPRO.COM												21	REFERENCE DETAILS

IRRIGATION NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE CITY AND/OR COUNTY CODES. THE CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS.
- CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED BEFORE DIGGING. ANY DAMAGE TO THE UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF CONTRACTOR WITH NO EXTRA COST TO THE OWNER.
- PROVIDE AN AS-BUILT, REPRODUCIBLE DRAWING TO OWNER SHOWING ALL DRAINS, HEADS, VALVES, AND PIPES. PROVIDE INSTRUCTIONS TO MAINTENANCE PERSONNEL FOR WINTERIZATION. SPRINKLER SYSTEM TO BE BLOWN OUT WITH AN AIR COMPRESSOR EACH FALL.
- CONTRACTOR SHALL ONLY USE COMMERCIAL GRADE PRODUCTS AND IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION PURPOSES.
- CONTRACTOR SHALL BUILD IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE FOR ALL LAWN AREAS. VAN AND/OR U-SERIES NOZZLES SHALL BE USED WHERE NECESSARY TO PROVIDED HEAD TO HEAD COVERAGE AND/OR TO MINIMIZE OVER SPRAY ONTO STREETS, SIDEWALKS AND/OR BUILDINGS.
- LANDSCAPE CONTRACTOR (L.C.) SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES AS NECESSARY.
- ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
- MAIN LINE SHALL BE 2" SCH. 40 PVC (UNLESS OTHERWISE DIRECTED). LATERAL LINES SHALL BE NO SMALLER THAN 1" SCH. 40 PVC UNLESS NOTED ON PLAN. PVC PIPES SHALL CARRY NO MORE THAN THE FOLLOWING: 1" PIPE MAX., 1-1/2" PIPE MAX. 30GPM, 2" PIPE MAX. 50 GPM, (DO NOT USE 1/2" PIPE OR 1-1/4" PIPE ON THIS PROJECT). ADJUST LOCATION OF MAINLINE AND LATERAL LINES AS NECESSARY IN ORDER TO AVOID PLACING BOULDERS, TREES AND SHRUBS DIRECTLY OVER MAINLINE AND LATERAL LINES.
- MAIN LINES SHALL BE 18" DEEP MIN. AND LATERAL LINES 12" DEEP MIN. NO ROCK GREATER THAN 3/4" DIAMETER SHALL BE ALLOWED IN TRENCHES.
- PLACE PIPES, VALVE BOXES AND ALL OTHER SPRINKLER CONSTRUCTION IN LANDSCAPE AREAS. ALL PIPES SHALL BE ON PROPERTY OF OWNER. MODIFY LOCATION OF VALVE BOXES AS NECESSARY IN ORDER TO AVOID TREES AND SHRUBS PER PLANTING PLAN. DO NOT LOCATE VALVE BOXES IN LAWN AREAS IF POSSIBLE.
- ALL SPRINKLERS SHALL BE ADJUSTED ON-SITE AS NECESSARY TO AVOID ANY WATER SPRAYING ONTO STREETS, SIDEWALKS AND/OR BUILDINGS.
- ACTUAL INSTALLATION OF IRRIGATION SYSTEM MAY VARY SOMEWHAT FROM PLANS. CONTRACTOR IS RESPONSIBLE TO MAKE NECESSARY ADJUSTMENTS TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.
- LANDSCAPE CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS.
- INSTALL ALL HEADS 2" AWAY FROM ALL WALKS AND WALLS. VALVE BOXES SHALL BE INSTALLED SQUARED TO AND 6" MIN. AWAY FROM WALKS AND WALLS.
- DRIP LINES SHALL BE RAINBIRD XBS OR XT-700 TUBING DRIP PIPE. FOR DRIP AREAS REQUIRING 0-4 GPM USE 1/2" DRIP PIPING. FOR DRIP AREAS REQUIRING 4-8GPM USE 3/4" DRIP PIPING. CONTRACTOR TO VERIFY PLANT QUANTITIES ON EACH DRIP LINE AND SIZE PIPE ACCORDINGLY.
- CONTRACTOR TO INSTALL RAIN BIRD XFD-09-12 ON-SURFACE DRIP LINE FOR GROUNDCOVERS, FLAGSTONE PLANTINGS AND ANNUAL PLANTING AREAS AS NEEDED. MODIFY DRIP ZONES AS NECESSARY TO PROVIDE ADEQUATE COVERAGE TO ALL LANDSCAPED AREAS.
- POWER TO CONTROLLER TO BE PROVIDED BY ELECTRICAL CONTRACTOR. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. IF MOUNTED OUTSIDE, CONTROLLER TO BE MOUNTED IN WEATHERPROOF LOCKING WALL MOUNTED CABINET PER MANUFACTURERS INSTRUCTIONS. LANDSCAPE CONTRACTOR SHALL ENSURE THE CONTROLLER IS GROUNDED PER LOCAL CODE AND PER MANUFACTURER SPEC.
- IF THE STATIC PRESSURE AT THE POINT OF CONNECTION EXCEEDS 100 PSI, INSTALL A BRASS PRESSURE REDUCER IN-LINE WITH THE RPZ PER MANUFACTURER SPECS. INSTALL THE RPZ AND PRESSURE REDUCER IN A LOCKING METAL CABINET. ADJUST PRESSURE AS REQUIRED FOR NORMAL OPERATION OF THE IRRIGATION SYSTEM.
- INSTALL THE PRS-D OPTION FOR SPRAY VALVES IF THE STATIC PRESSURE AT SPRAY HEADS EXCEEDS 70 PSI.



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LANDSCAPE ARCHITECT
#356187
Darren G. Wilson
JUL 15 2013
LICENSED
STATE OF UTAH

A New Building for
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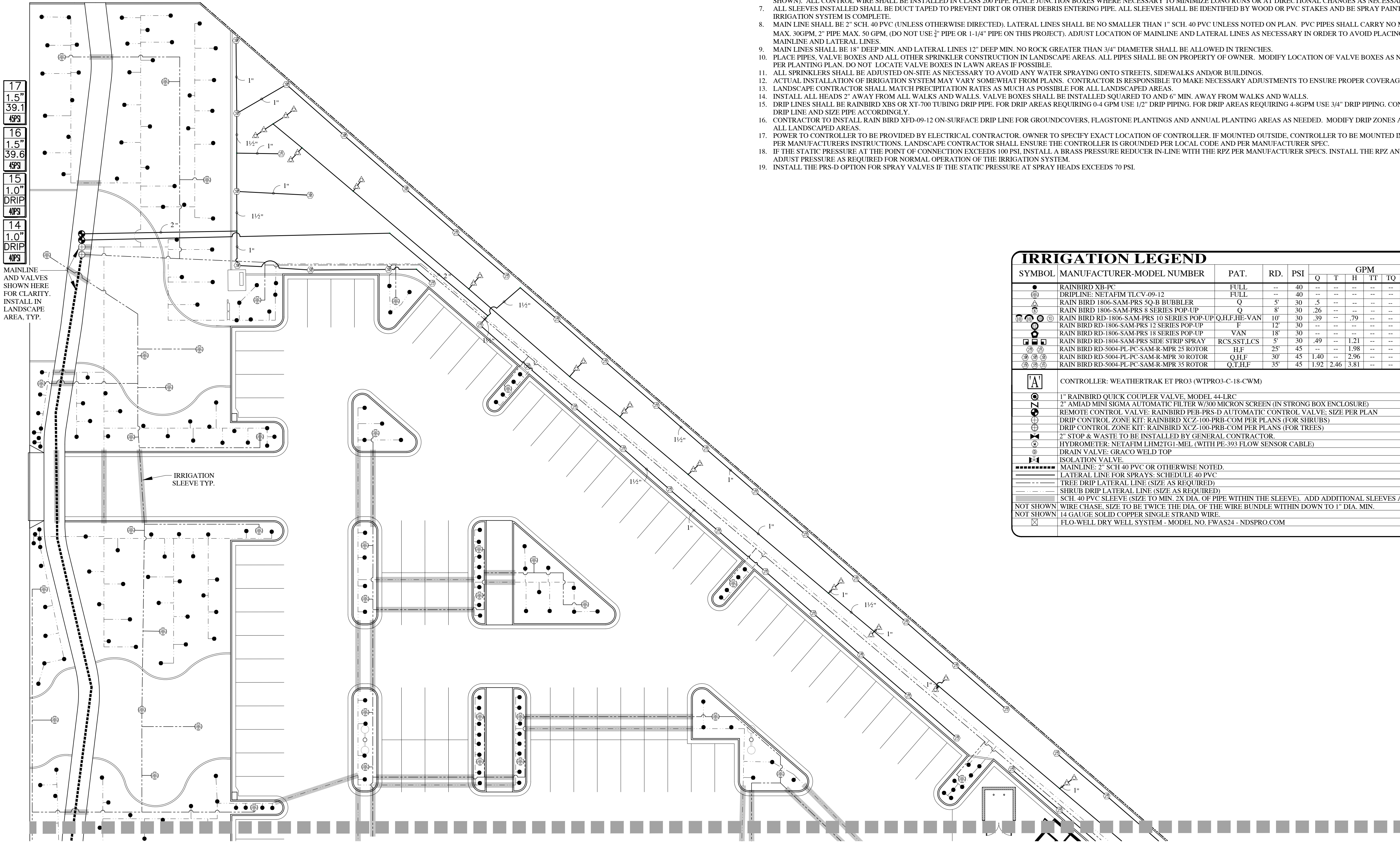
Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Revisions	Description
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Project Number
23-04
Plan Series
Heritage 23-2
Property Number
500-3627-22010101
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Sheet Title
**IRRIGATION
DESIGN**

Sheet
LS300



17	1.5"	39.1
16	1.5"	39.6
15	1.0"	40PS
14	1.0"	40PS

MAINLINE AND VALVES SHOWN HERE FOR CLARITY. INSTALL IN LANDSCAPE AREA, TYP.

IRRIGATION SLEEVE TYP.

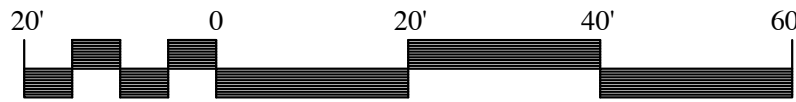
MATCHLINE SEE LS300

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- CONTRACTOR SHALL ONLY USE COMMERCIAL GRADE PRODUCTS AND IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION PURPOSES.
- CONTRACTOR SHALL BUILD IRRIGATION SYSTEM WITH HEAD TO HEAD COVERAGE FOR ALL LAWN AREAS. VAN AND/OR U-SERIES NOZZLES SHALL BE USED WHERE NECESSARY TO PROVIDED HEAD TO HEAD COVERAGE AND/OR TO MINIMIZE OVER SPRAY ONTO STREETS, SIDEWALKS AND/OR BUILDINGS.
- LANDSCAPE CONTRACTOR (L.C.) SHALL PROVIDE AND INSTALL SLEEVES FOR ALL PIPES AND WIRES UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE INSIDE. ALL WIRE SHALL BE IN SEPARATE SLEEVES (NOT SHOWN). ALL CONTROL WIRE SHALL BE INSTALLED IN CLASS 200 PIPE. PLACE JUNCTION BOXES WHERE NECESSARY TO MINIMIZE LONG RUNS OR AT DIRECTIONAL CHANGES AS NECESSARY.
- ALL SLEEVES INSTALLED SHALL BE DUCT TAPED TO PREVENT DIRT OR OTHER DEBRIS ENTERING PIPE. ALL SLEEVES SHALL BE IDENTIFIED BY WOOD OR PVC STAKES AND BE SPRAY PAINTED WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
- MAIN LINE SHALL BE 2" SCH. 40 PVC (UNLESS OTHERWISE DIRECTED). LATERAL LINES SHALL BE NO SMALLER THAN 1" SCH. 40 PVC UNLESS NOTED ON PLAN. PVC PIPES SHALL CARRY NO MORE THAN THE FOLLOWING: 1" PIPE MAX., 1-1/2" PIPE MAX. 30GPM, 2" PIPE MAX. 50 GPM, (DO NOT USE 3/4" PIPE OR 1-1/4" PIPE ON THIS PROJECT). ADJUST LOCATION OF MAINLINE AND LATERAL LINES AS NECESSARY IN ORDER TO AVOID PLACING BOULDERS, TREES AND SHRUBS DIRECTLY OVER MAINLINE AND LATERAL LINES.
- MAIN LINES SHALL BE 18" DEEP MIN. AND LATERAL LINES 12" DEEP MIN. NO ROCK GREATER THAN 3/4" DIAMETER SHALL BE ALLOWED IN TRENCHES.
- PLACE PIPES, VALVE BOXES AND ALL OTHER SPRINKLER CONSTRUCTION IN LANDSCAPE AREAS. ALL PIPES SHALL BE ON PROPERTY OF OWNER. MODIFY LOCATION OF VALVE BOXES AS NECESSARY IN ORDER TO AVOID TREES AND SHRUBS PER PLANTING PLAN. DO NOT LOCATE VALVE BOXES IN LAWN AREAS IF POSSIBLE.
- ALL SPRINKLERS SHALL BE ADJUSTED ON-SITE AS NECESSARY TO AVOID ANY WATER SPRAYING ONTO STREETS, SIDEWALKS AND/OR BUILDINGS.
- ACTUAL INSTALLATION OF IRRIGATION SYSTEM MAY VARY SOMEWHAT FROM PLANS. CONTRACTOR IS RESPONSIBLE TO MAKE NECESSARY ADJUSTMENTS TO ENSURE PROPER COVERAGE OF ALL LANDSCAPED AREAS.
- LANDSCAPE CONTRACTOR SHALL MATCH PRECIPITATION RATES AS MUCH AS POSSIBLE FOR ALL LANDSCAPED AREAS.
- INSTALL ALL HEADS 2" AWAY FROM ALL WALKS AND WALLS. VALVE BOXES SHALL BE INSTALLED SQUARED TO AND 6" MIN. AWAY FROM WALKS AND WALLS.
- D RIP LINES SHALL BE RAINBIRD XBS OR XT-700 TUBING DRIP PIPE. FOR DRIP AREAS REQUIRING 0.4 GPM USE 1/2" DRIP PIPING. FOR DRIP AREAS REQUIRING 4-8GPM USE 3/4" DRIP PIPING. CONTRACTOR TO VERIFY PLANT QUANTITIES ON EACH DRIP LINE AND SIZE PIPE ACCORDINGLY.
- CONTRACTOR TO INSTALL RAIN BIRD XFD-09-12 ON-SURFACE DRIP LINE FOR GROUNDCOVERS, FLAGSTONE PLANTINGS AND ANNUAL PLANTING AREAS AS NEEDED. MODIFY DRIP ZONES AS NECESSARY TO PROVIDE ADEQUATE COVERAGE TO ALL LANDSCAPED AREAS.
- POWER TO CONTROLLER TO BE PROVIDED BY ELECTRICAL CONTRACTOR. OWNER TO SPECIFY EXACT LOCATION OF CONTROLLER. IF MOUNTED OUTSIDE, CONTROLLER TO BE MOUNTED IN WEATHERPROOF LOCKING WALL MOUNTED CABINET PER MANUFACTURERS INSTRUCTIONS. LANDSCAPE CONTRACTOR SHALL ENSURE THE CONTROLLER IS GROUNDED PER LOCAL CODE AND PER MANUFACTURER SPEC.
- IF THE STATIC PRESSURE AT THE POINT OF CONNECTION EXCEEDS 100 PSI, INSTALL A BRASS PRESSURE REDUCER IN-LINE WITH THE RPZ PER MANUFACTURER SPECS. INSTALL THE RPZ AND PRESSURE REDUCER IN A LOCKING METAL CABINET. ADJUST PRESSURE AS REQUIRED FOR NORMAL OPERATION OF THE IRRIGATION SYSTEM.
- INSTALL THE PRS-D OPTION FOR SPRAY VALVES IF THE STATIC PRESSURE AT SPRAY HEADS EXCEEDS 70 PSI.

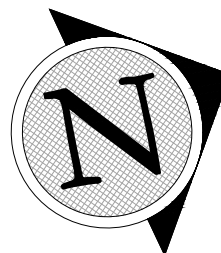
IRRIGATION LEGEND

SYMBOL	MANUFACTURER-MODEL NUMBER	PAT.	RD.	PSI	GPM							DRIP GPH	DETAILS	REMARKS
●	RAINBIRD XB-PC	FULL	--	40	--	--	--	--	--	--	--	2.0	15,16	SEE LEGEND BELOW FOR ADDITIONAL INFORMATION.
○	DRIP LINE: NETAFIM TL CV-09-12	FULL	--	40	--	--	--	--	--	--	--	9/12"	12-14	
△	RAIN BIRD 1806-SAM-PRS 50-B BUBBLER	Q	5'	30	.5	--	--	--	--	--	--	--	18-19	ADJUST NOZZLES AS NEEDED TO KEEP WATER OFF SIDEWALK, AND ASPHALT.
⊙	RAIN BIRD 1806-SAM-PRS 8 SERIES POP-UP	Q	8'	30	.26	--	--	--	--	--	--	--	18-19	
⊙	RAIN BIRD RD-1806-SAM-PRS 10 SERIES POP-UP	Q,H,F,HE-VAN	10'	30	.39	--	.79	--	--	--	1.58	--	18-19	
⊙	RAIN BIRD RD-1806-SAM-PRS 12 SERIES POP-UP	F	12'	30	--	--	--	--	--	2.60	--	--	18-19	
⊙	RAIN BIRD RD-1806-SAM-PRS 13 SERIES POP-UP	VAN	18'	30	--	--	--	--	--	--	--	--	18-19	
⊙	RAIN BIRD RD-1806-SAM-PRS SIDE STRIP SPRAY	RCS,SST,LCS	8'	30	.49	--	1.21	--	--	--	--	--	18-19	
⊙	RAIN BIRD RD-5004-PL-PC-SAM-R-MPR 25 ROTOR	H,F	25'	45	--	--	1.98	--	--	3.82	--	--	22	
⊙	RAIN BIRD RD-5004-PL-PC-SAM-R-MPR 30 ROTOR	Q,H,F	30'	45	1.40	--	2.96	--	--	5.78	--	--	22	
⊙	RAIN BIRD RD-5004-PL-PC-SAM-R-MPR 35 ROTOR	Q,T,H,F	35'	45	1.92	2.46	3.81	--	--	7.58	--	--	22	
A	CONTROLLER: WEATHERTRAK ET PRO3 (WTPRO3-C-18-CWM)												8,11,20	COORDINATE LOCATION WITH OWNER
○	1" RAINBIRD QUICK COUPLER VALVE, MODEL 44-LRC												3	IN 10" RND. VALVE BOX
○	2" AMIAD MINI SIGMA AUTOMATIC FILTER W/300 MICRON SCREEN (IN STRONG BOX ENCLOSURE)												9	IN STRONGBOX ENCLOSURE
○	REMOIT: CONTROL VALVE: RAINBIRD PEB-PRS-D AUTOMATIC CONTROL VALVE: SIZE PER PLAN												4	JUMBO VALVE BOX
○	DRIP CONTROL ZONE KIT: RAINBIRD XCZ-100-PRB-COM PER PLANS (FOR SHRUBS)												17	JUMBO VALVE BOX
○	DRIP CONTROL ZONE KIT: RAINBIRD XCZ-100-PRB-COM PER PLANS (FOR TREES)												17	JUMBO VALVE BOX
○	2" STOP & WASTE TO BE INSTALLED BY GENERAL CONTRACTOR.												7	BY GENERAL CONTRACTOR
○	HYDROMETER: NETAFIM LH2MTG1-MEL (WITH PE-393 FLOW SENSOR CABLE)												7,10	REFERENCE DETAILS
○	DRAIN VALVE: GRACO WELD TOP												5	REFERENCE DETAILS
○	ISOLATION VALVE												7	REFERENCE DETAILS
○	MAINLINE: 2" SCH 40 PVC OR OTHERWISE NOTED.												1,2	REFERENCE DETAILS
○	LATERAL LINE FOR SPRAYS: SCHEDULE 40 PVC												1,2	REFERENCE DETAILS
○	TREE DRIP LATERAL LINE (SIZE AS REQUIRED)												1,2	REFERENCE DETAILS
○	SHRUB DRIP LATERAL LINE (SIZE AS REQUIRED)												1,2	REFERENCE DETAILS
○	SCH. 40 PVC SLEEVE (SIZE TO MIN. 2X DIA. OF PIPE WITHIN THE SLEEVE). ADD ADDITIONAL SLEEVES AS REQ.												1,2	REFERENCE DETAILS
○	WIRE CHASE, SIZE TO BE TWICE THE DIA. OF THE WIRE BUNDLE WITHIN DOWN TO 1" DIA. MIN.												8,11	REFERENCE DETAILS
○	14 GAUGE SOLID COPPER SINGLE STRAND WIRE.												1,2,4,8	REFERENCE DETAILS
○	FLO-WELL DRY WELL SYSTEM - MODEL NO. FWAS24 - NDSPRO.COM												21	REFERENCE DETAILS



SCALE: 1"=20'-0" ON 24X36 SHEET

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A New Building for
**Oquirrh Mountain Ranch &
Eagle Mountain UT Central Stake**
7000 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

Revisions	Description
Mark	Date

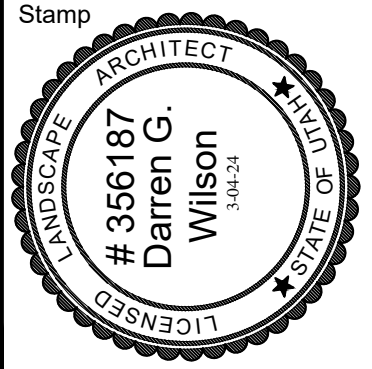
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Plan Series Heritage 23-2
Property Number 500-3627-22010101
Date August 30, 2023

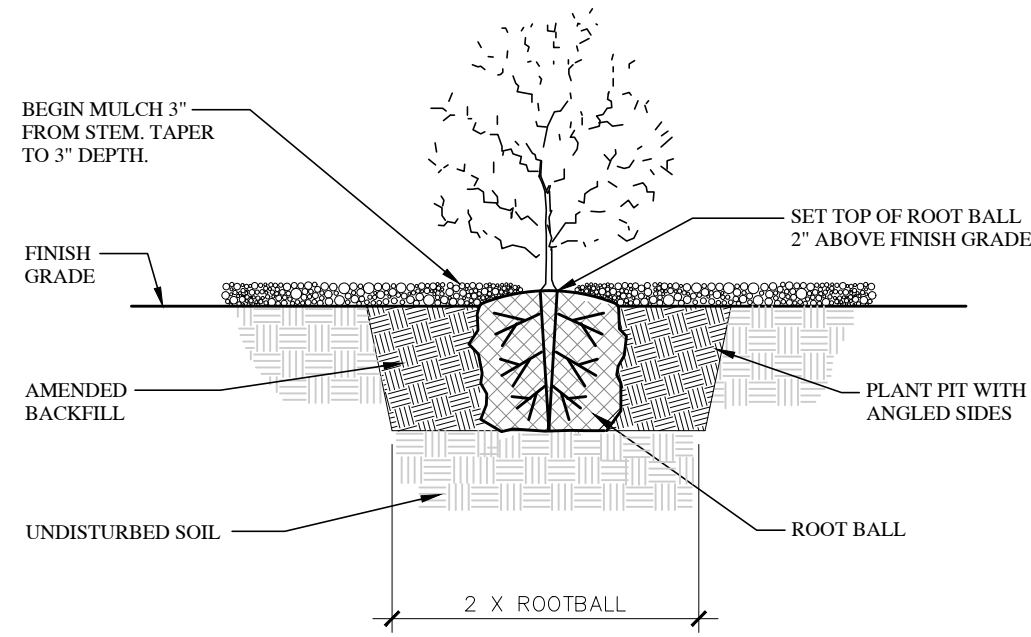
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IRRIGATION
PLAN

Sheet

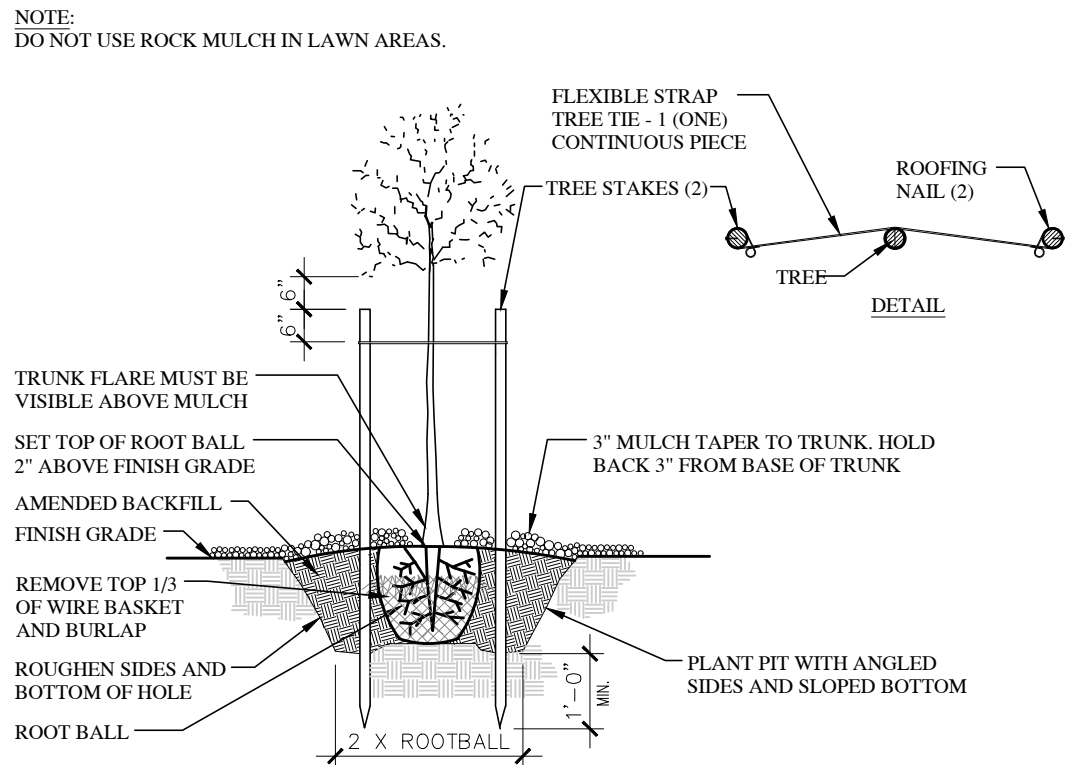
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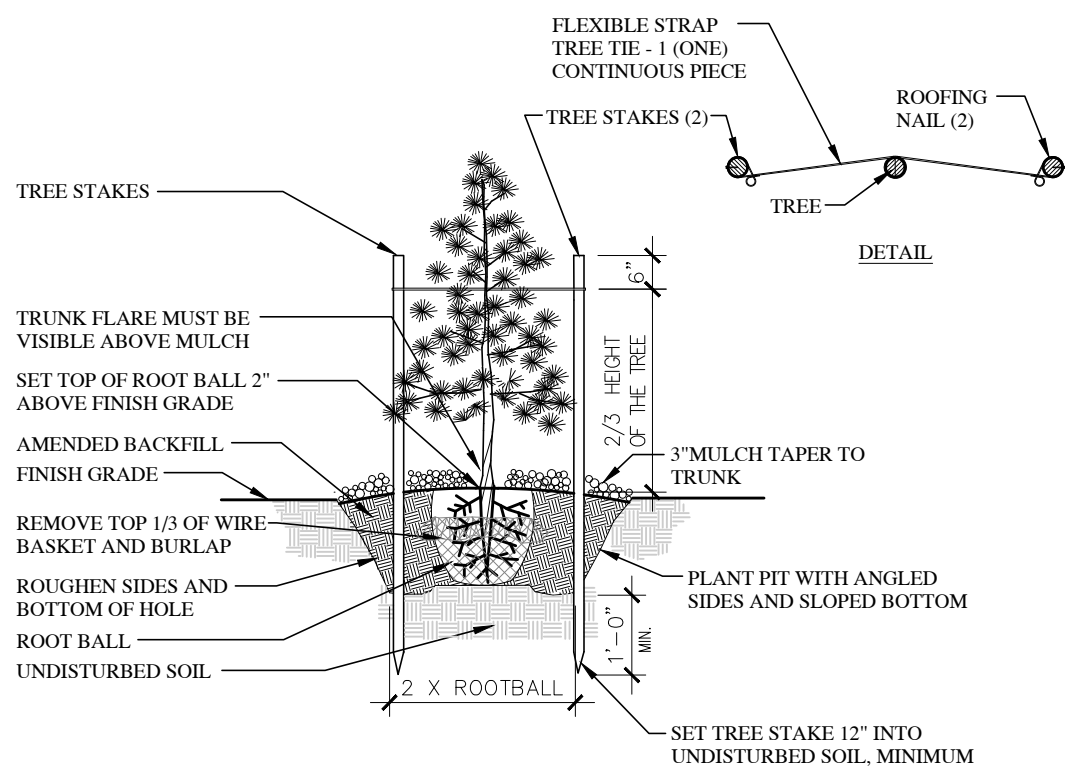
1 SHRUB PLANTING

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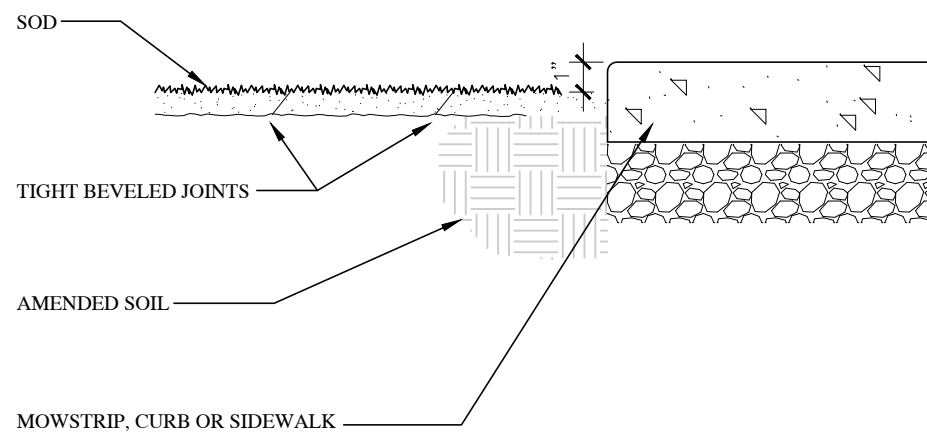
2 TREE PLANTING AND STAKING

SCALE: NTS



3 CONIFER PLANTING AND STAKING

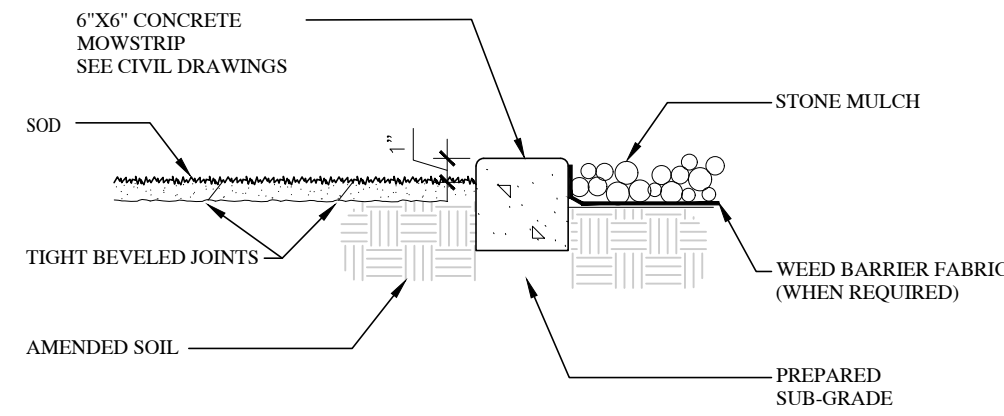
SCALE: NTS



4 SOD INSTALLATION

SCALE: NTS

- NOTES:
1. MOWSTRIP TO BE CAST-IN-PLACE AND POURED USING TYPICAL WEIGHT STRUCTURAL CONCRETE.
 2. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AROUND MOWSTRIPS-DO NOT CREATE A DAM EFFECT WITH PLACEMENT OF MOWSTRIP.
 3. MAXIMUM 1/2" WIDTH VARIATION.
 4. PRECISELY FOLLOW LAYOUT AS SHOWN ON MOWSTRIP/EDGING DIMENSION PLAN.

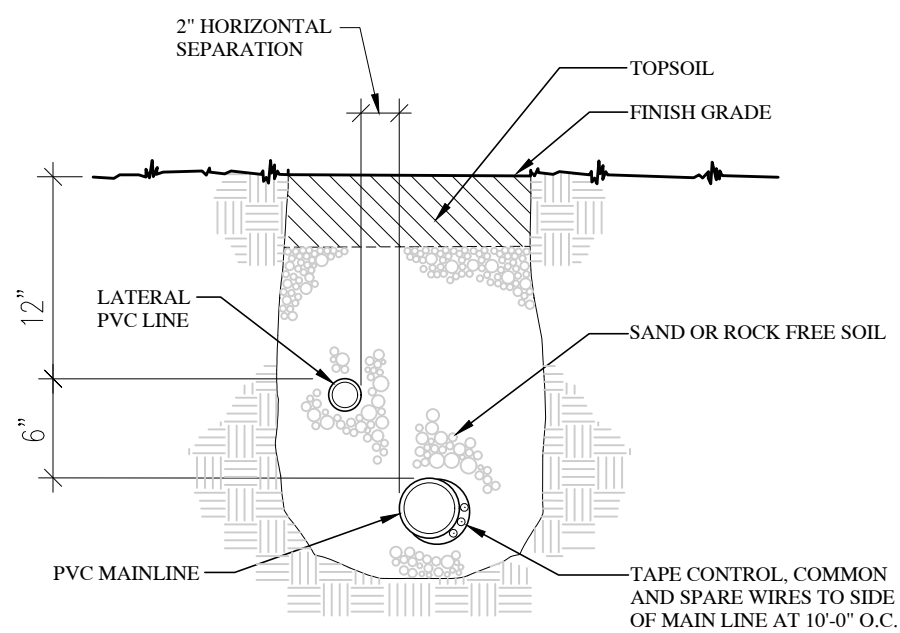


5 CONCRETE MOWSTRIP

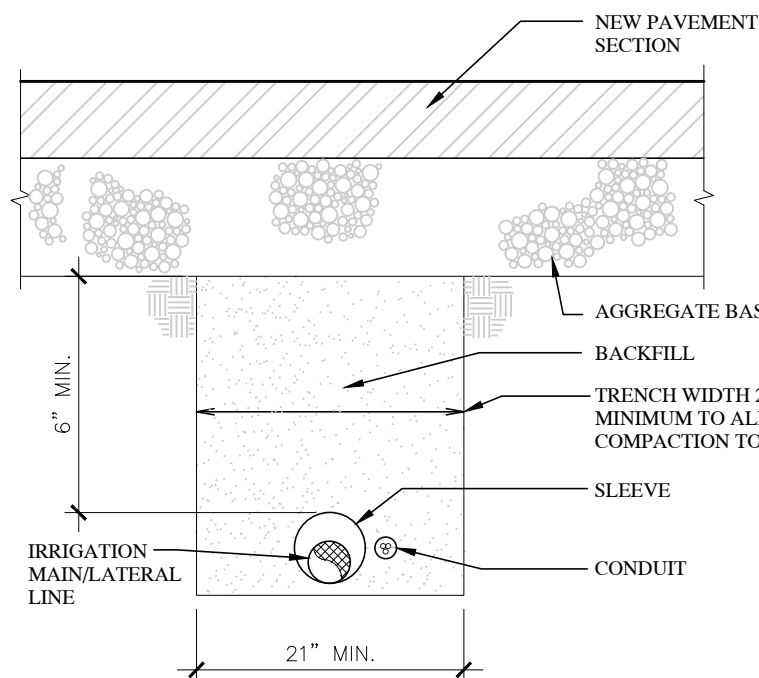
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Revisions	Date		Description
	Mark		

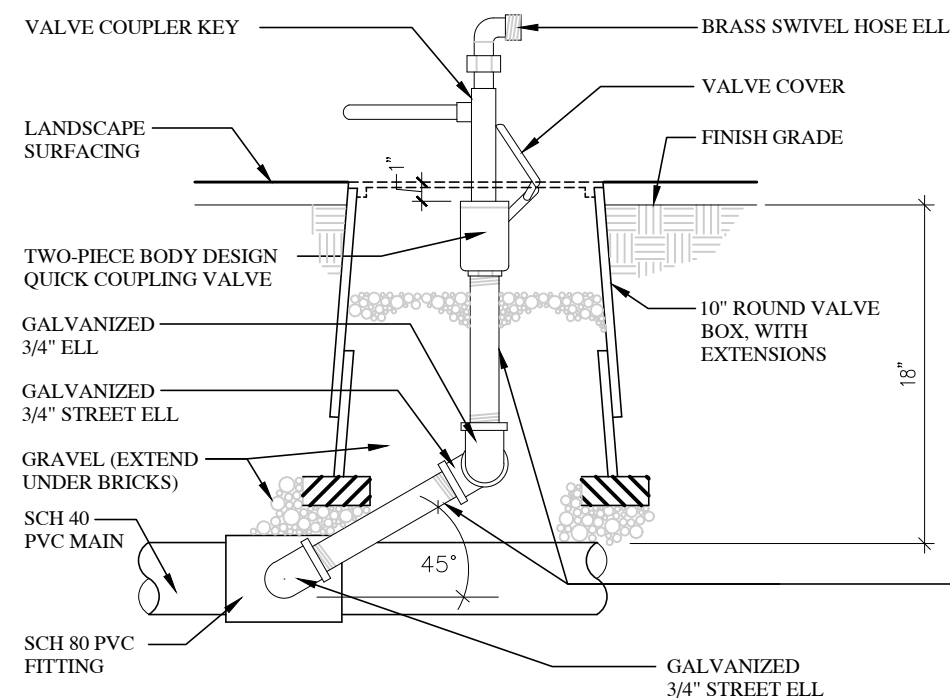
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Plan Series Heritage 23-2
Property Number 500-3627-22010101
Date August 30, 2023



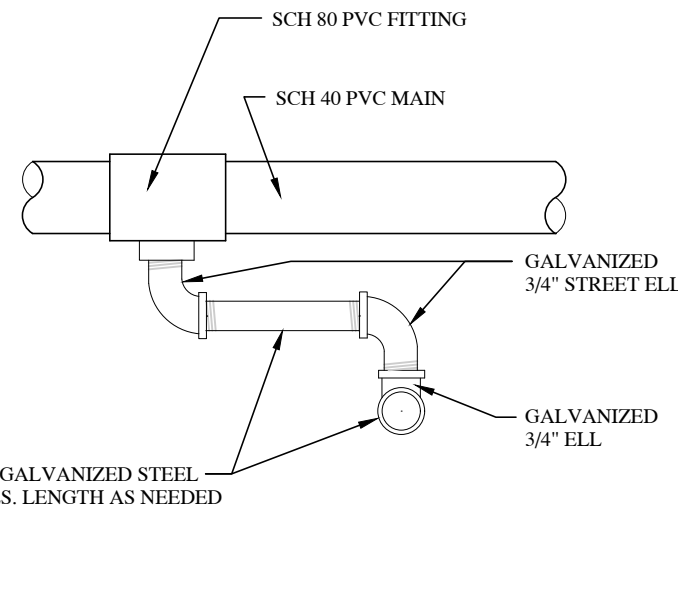
1 TRENCH SECTION - CONVENTIONAL WIRE SYS. SCALE: NTS



2 MISC. PIPE TRENCH: NEW PAVEMENT AREAS SCALE: NTS

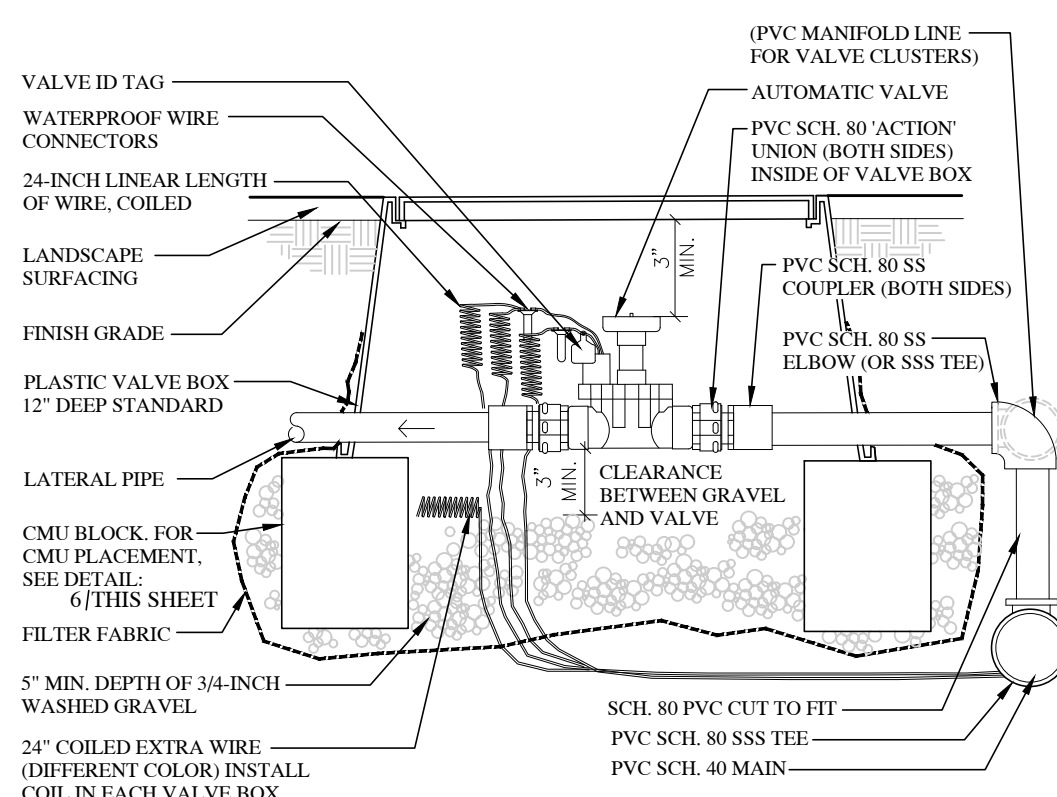


SIDE VIEW

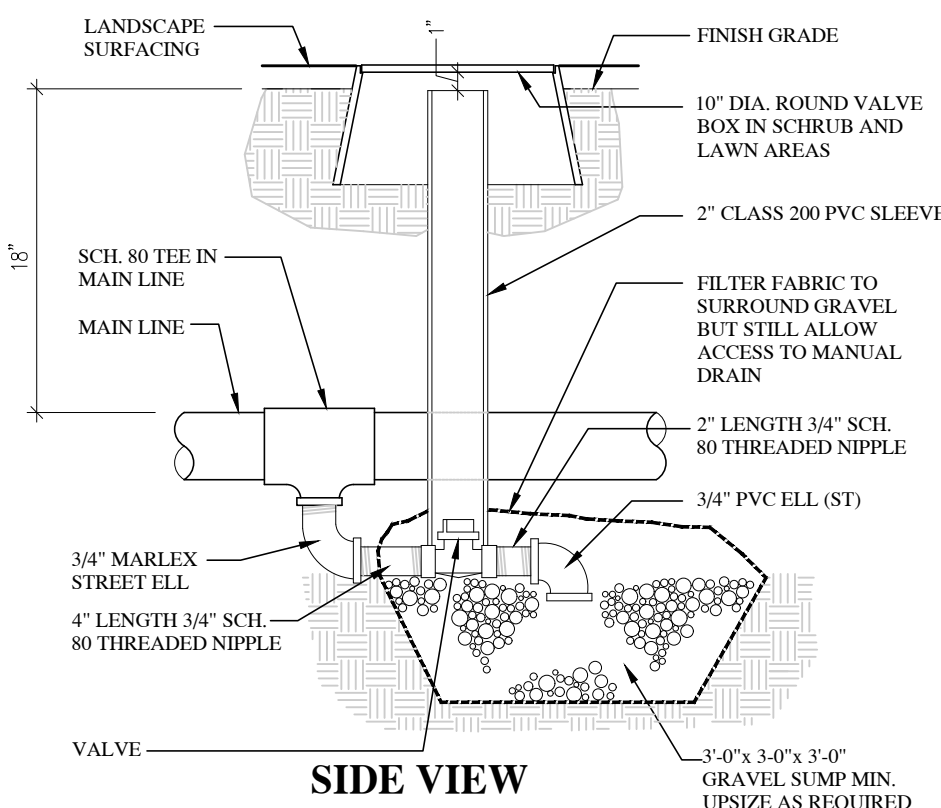


TOP VIEW

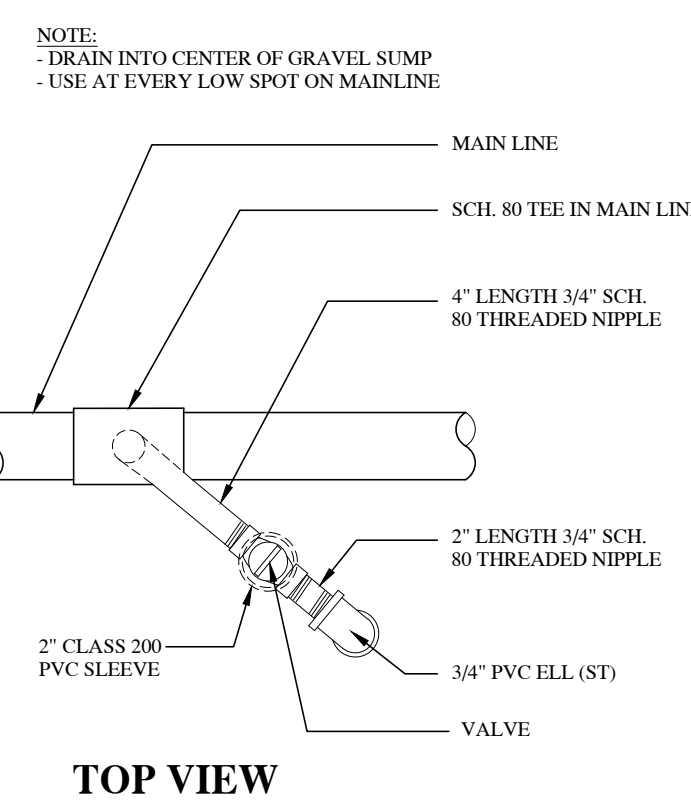
- NOTES:
1. LIMIT 1 VALVE PER BOX.
2. 10" MIN. LATERAL LINE DEPTH AT VALVE BOX. 12" MIN. LATERAL LINE DEPTH EVERYWHERE ELSE.
3. PROVIDE MIN. 2" CLEARANCE BETWEEN WIRE AND CMU BLOCK.



4 AUTOMATIC VALVE - CONVENTIONAL WIRE SCALE: NTS

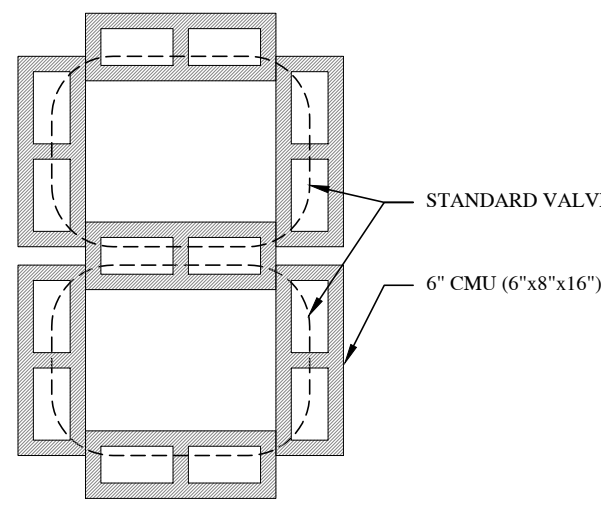


SIDE VIEW

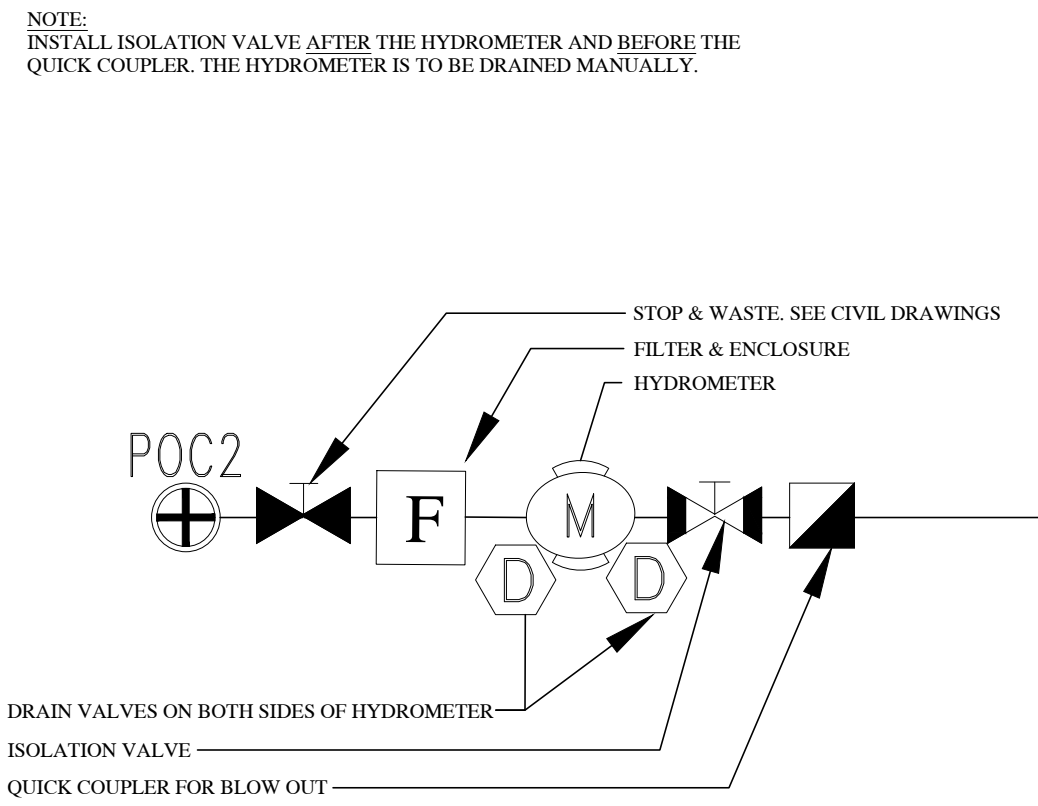


TOP VIEW

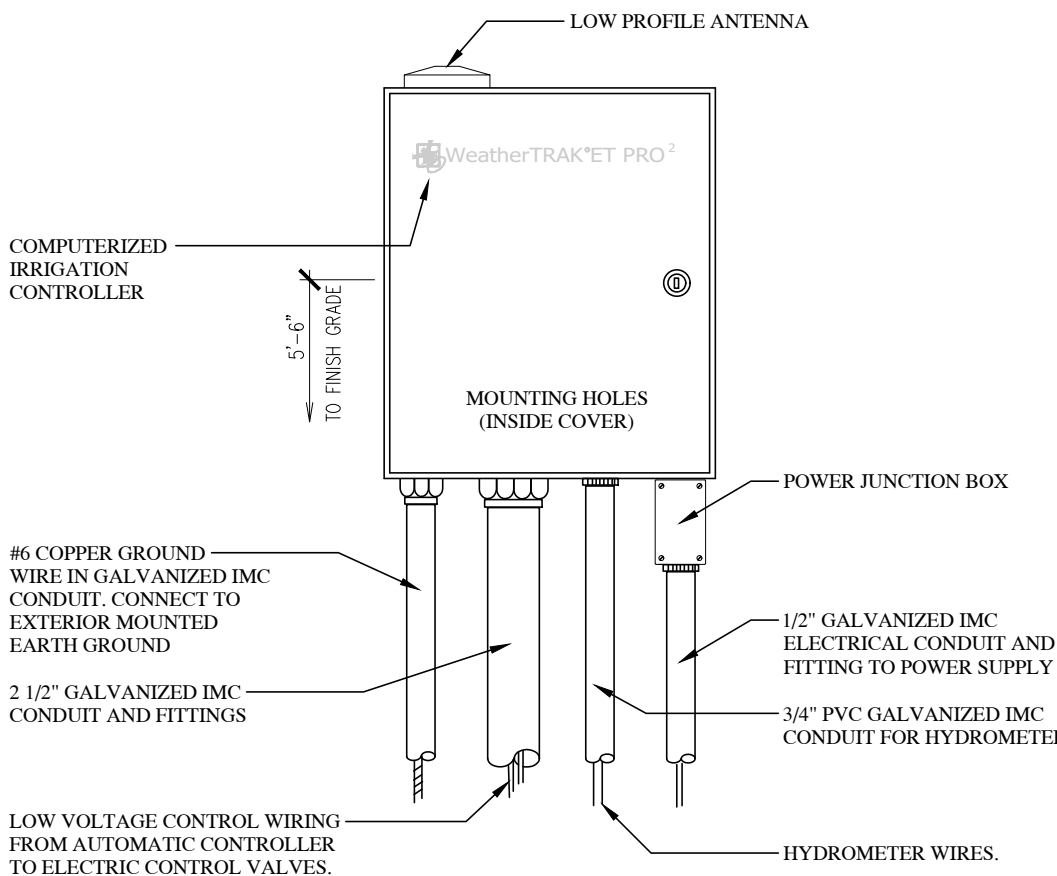
- NOTES:
1. VALVE BOX TO REST ON (4) CMU BLOCKS (ONE FOR EACH SIDE).
2. CLUSTERED VALVE BOXES MAY SHARE A CMU BLOCK.



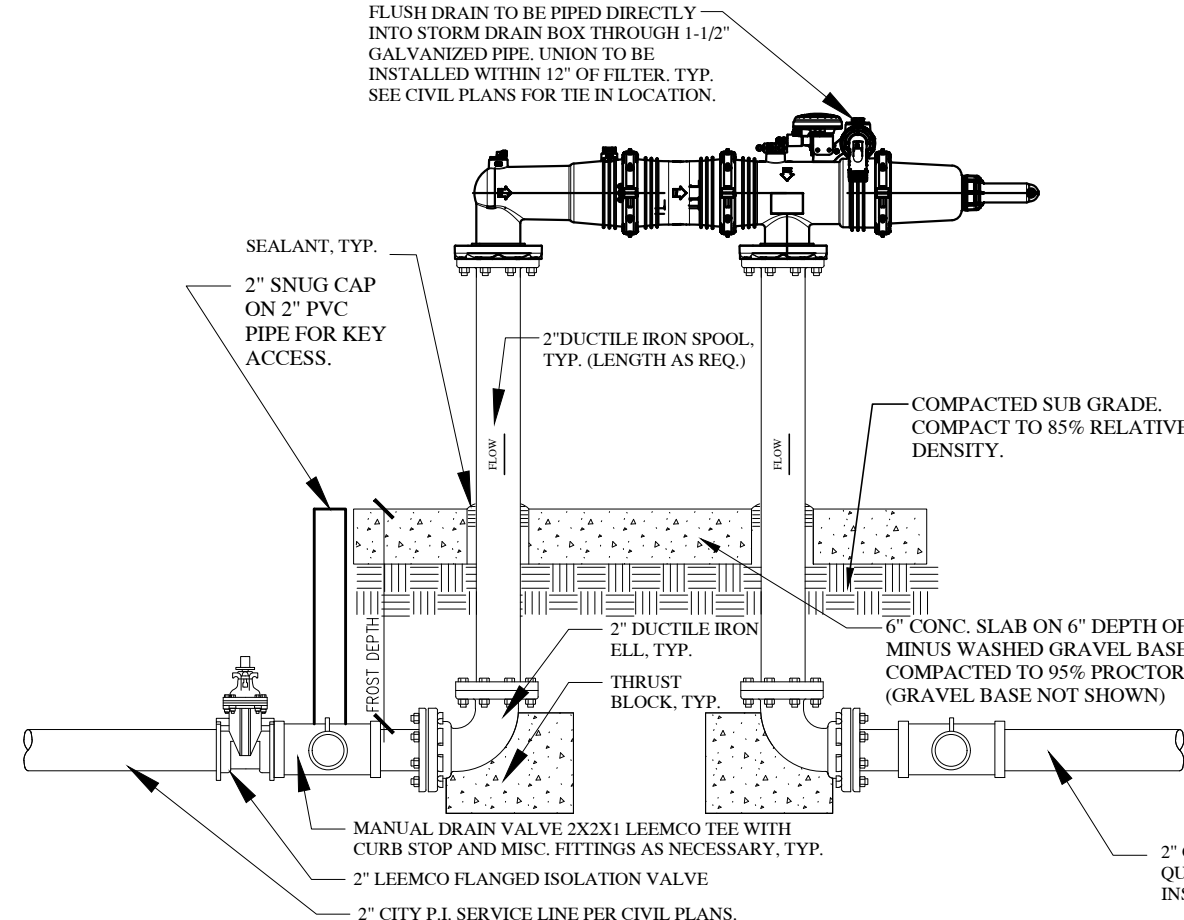
6 CMU PLACEMENT SCALE: NTS



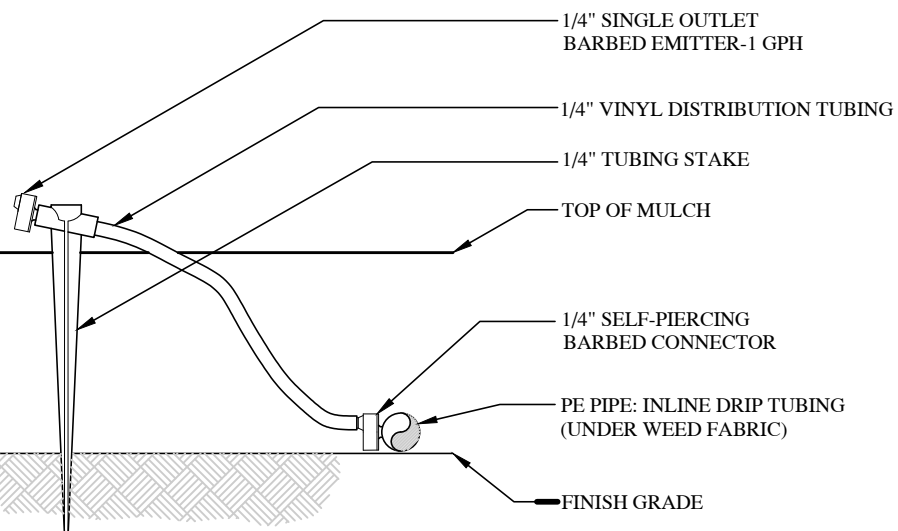
7 POC W/FILTER SCHEMATIC LAYOUT SCALE: NTS



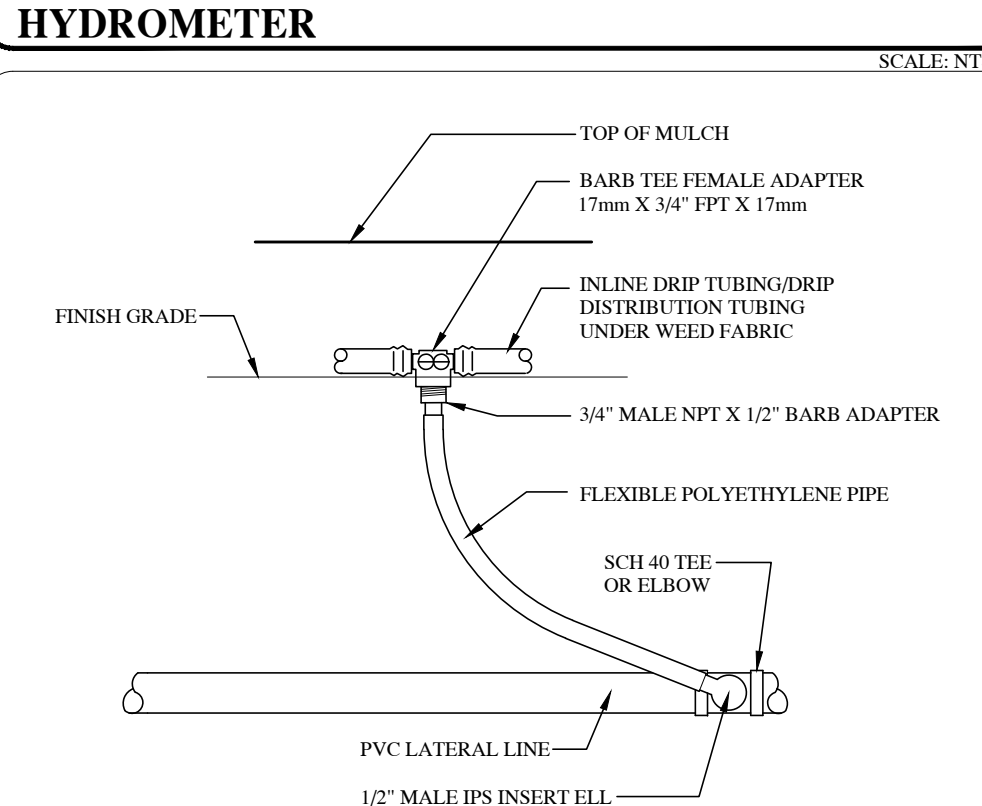
8 SMART CONTROLLER - WEATHER TRAK SCALE: NTS



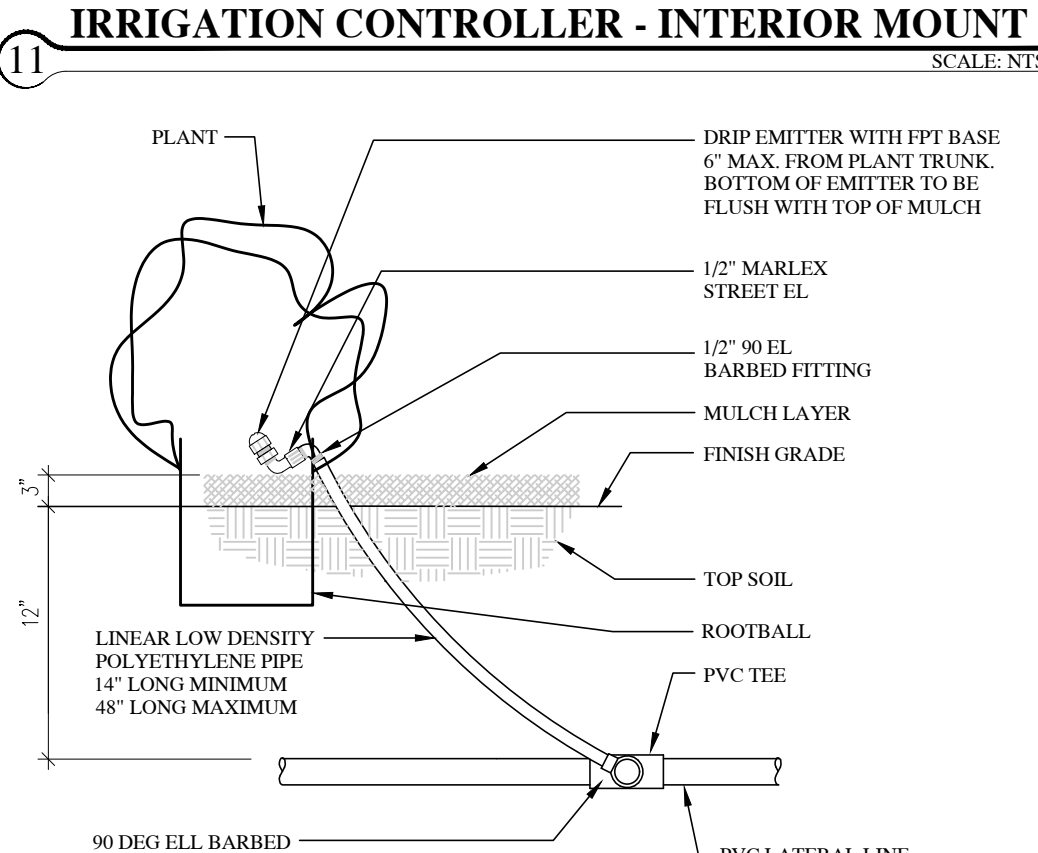
9 2" MINI SIGMA FLANGED FILTER, 300 W/ MICRON SCREEN (IN STRONG BOX ENCLOSURE) SCALE: NTS



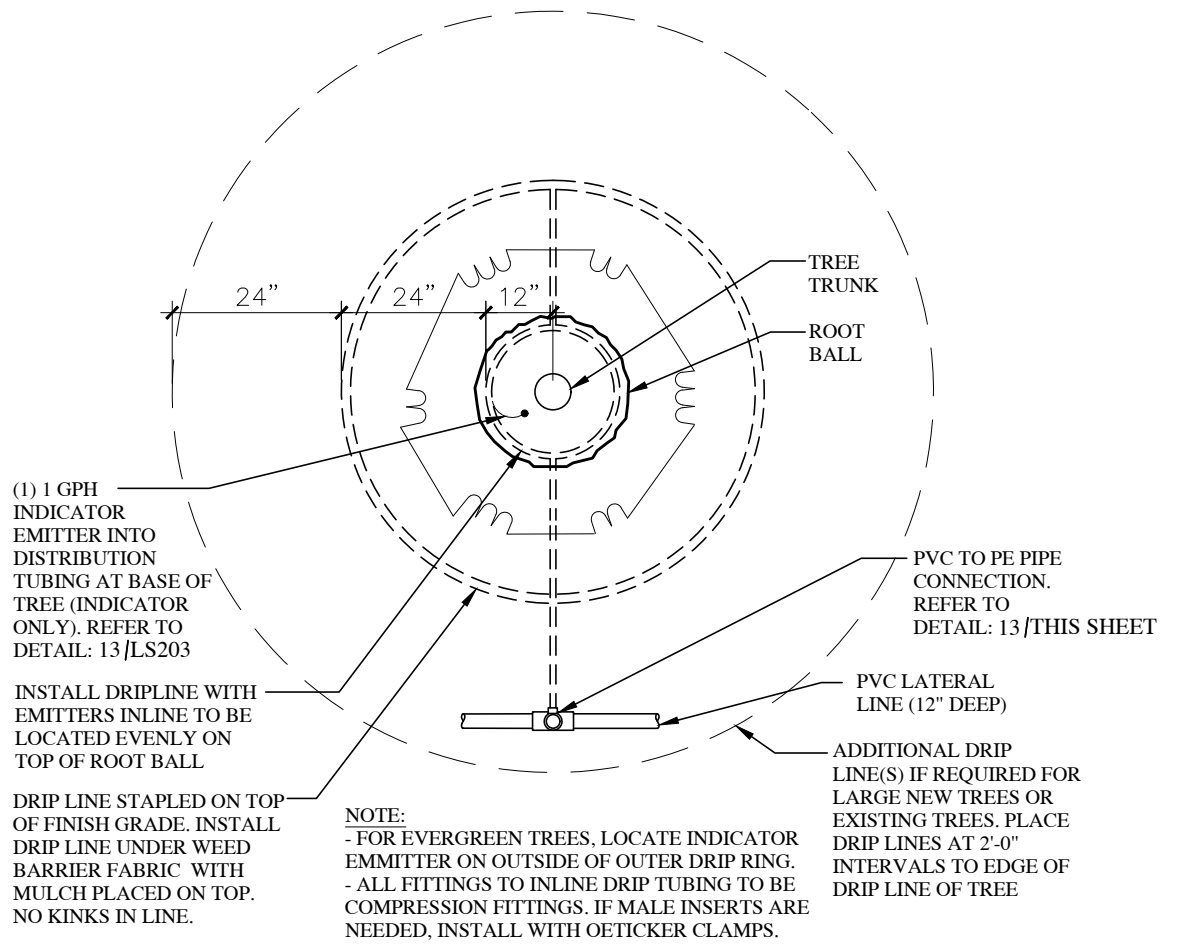
13 INDICATOR EMITTER SCALE: NTS



10 HYDROMETER SCALE: NTS



11 IRRIGATION CONTROLLER - INTERIOR MOUNT SCALE: NTS



12 TREE DRIP - PLAN VIEW (PLANTER AREAS) SCALE: NTS

- NOTE:
1. CONNECT EMITTER DIRECTLY INTO IN-LINE DRIP TUBING.
2. THIS IS AN INDICATOR ONLY EMITTER TO BE USED AT EACH TREE RING AND AREA WHERE IN-LINE TUBING IS INSTALLED.
3. 1/4" TUBING LENGTH: MINIMUM 14", MAXIMUM 24".

- NOTES:
1. USE AT TREE RINGS ONLY.
2. LIMIT 1 VALVE PER BOX.
3. 10" MIN. LATERAL LINE DEPTH AT VALVE BOX. 12" MIN. LATERAL LINE DEPTH EVERYWHERE ELSE.
4. PROVIDE MIN. 2" CLEARANCE BETWEEN CONDUIT AND CMU BLOCK.

14 PVC TO BE PIPE CONNECTION SCALE: NTS

15 DRIP EMITTER INSTALLATION SCALE: NTS

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A New Building for
Oquirrh Mountain Ranch & Eagle Mountain UT Central Stake
7000 North Pony Express Parkway
Eagle Mountain, Utah 84005

Project for:
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

Revisions	Description
Mark	Date

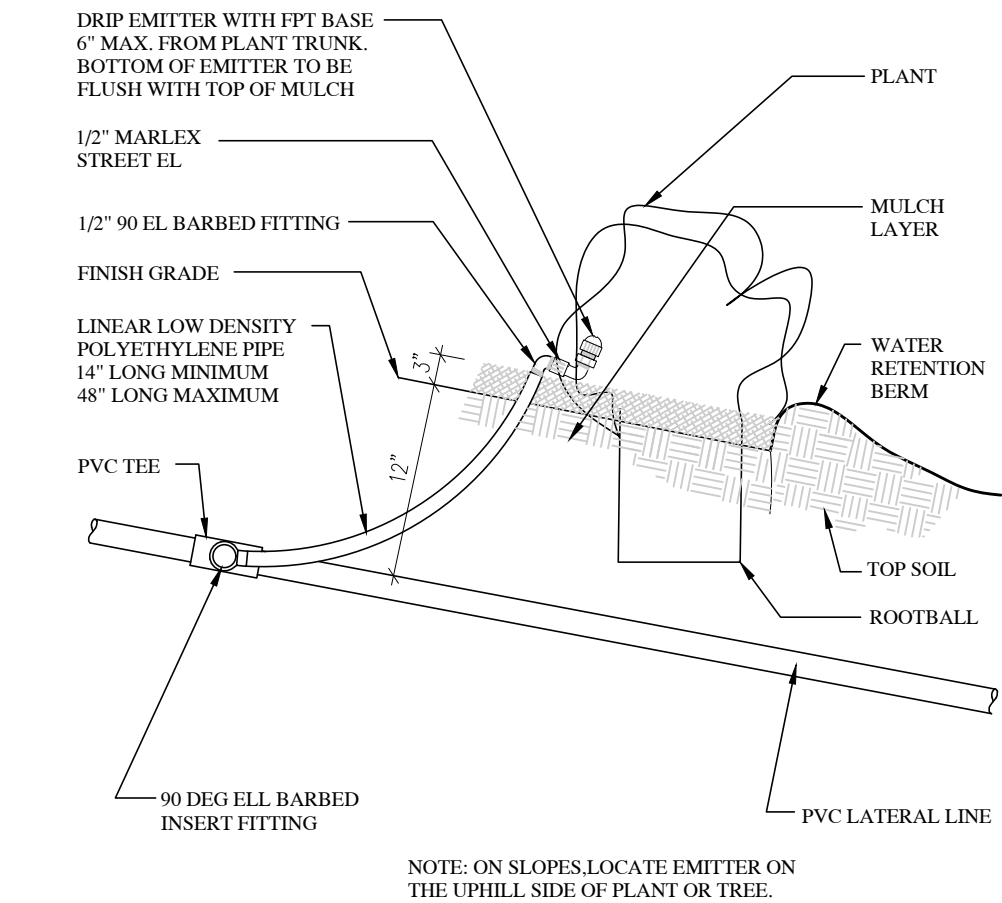
Project Number
23-04
Plan Series
Heritage 23-2
Property Number
500-3627-22010101
Date
August 30, 2023

Sheet Title

IRRIGATION DETAILS

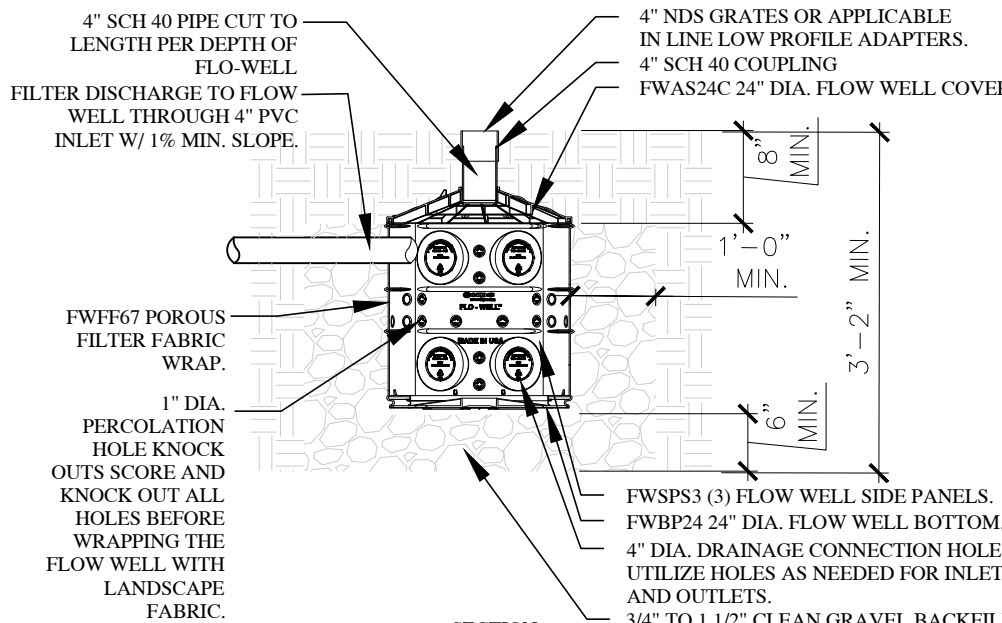
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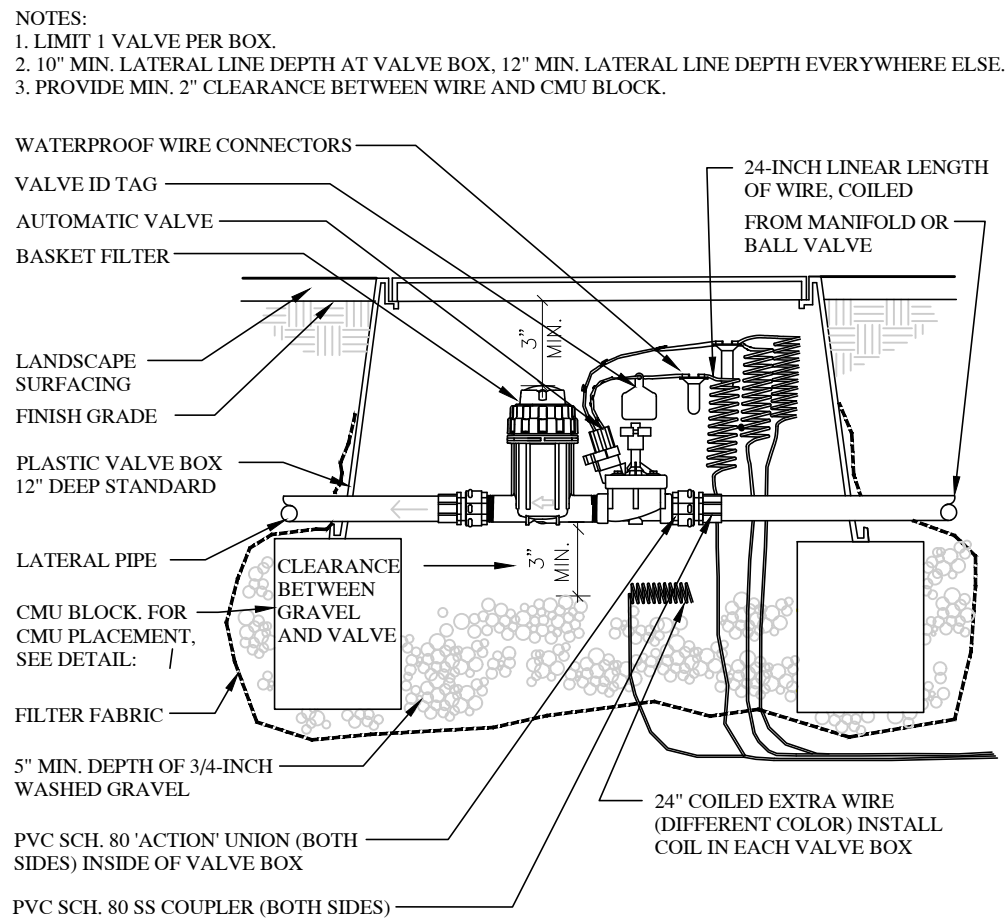
16 DRIP EMITTER - INSTALLATION ON SLOPE

SCALE: NTS



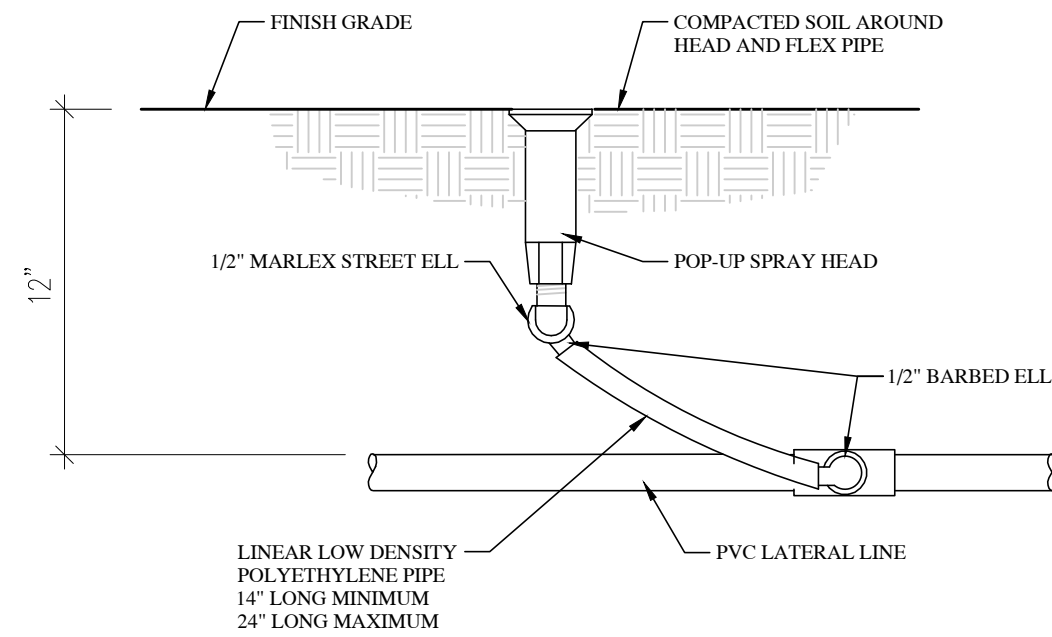
21 FLO-WELL DRY WELL SYSTEM

SCALE: NTS



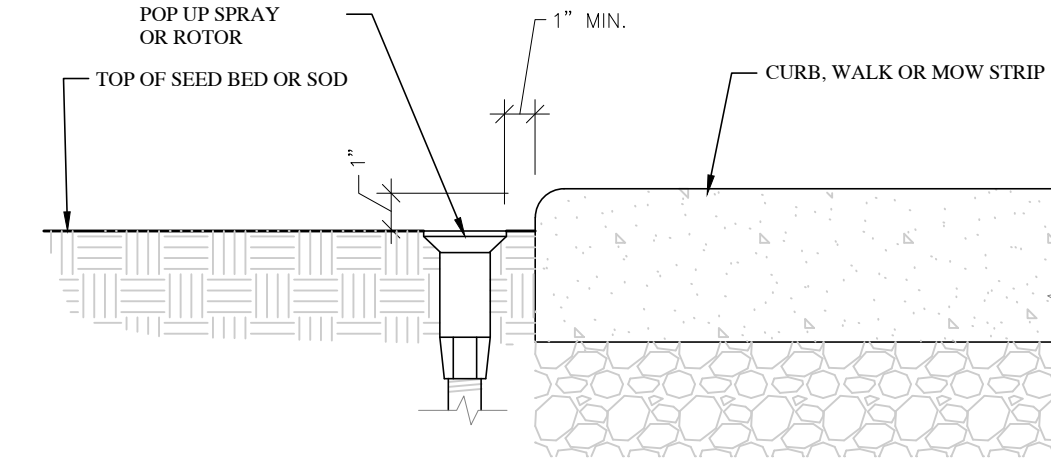
17 DRIP VALVE SECTION - CONVENTIONAL WIRE

SCALE: NTS



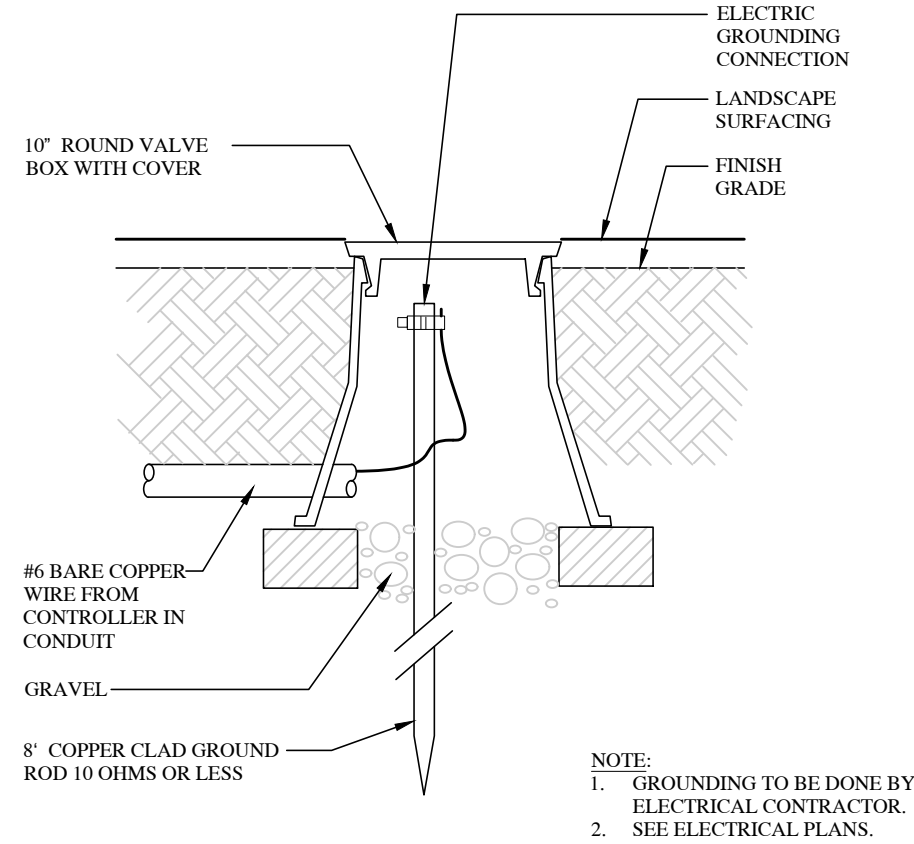
18 SPRAY HEAD ASSEMBLY

SCALE: NTS



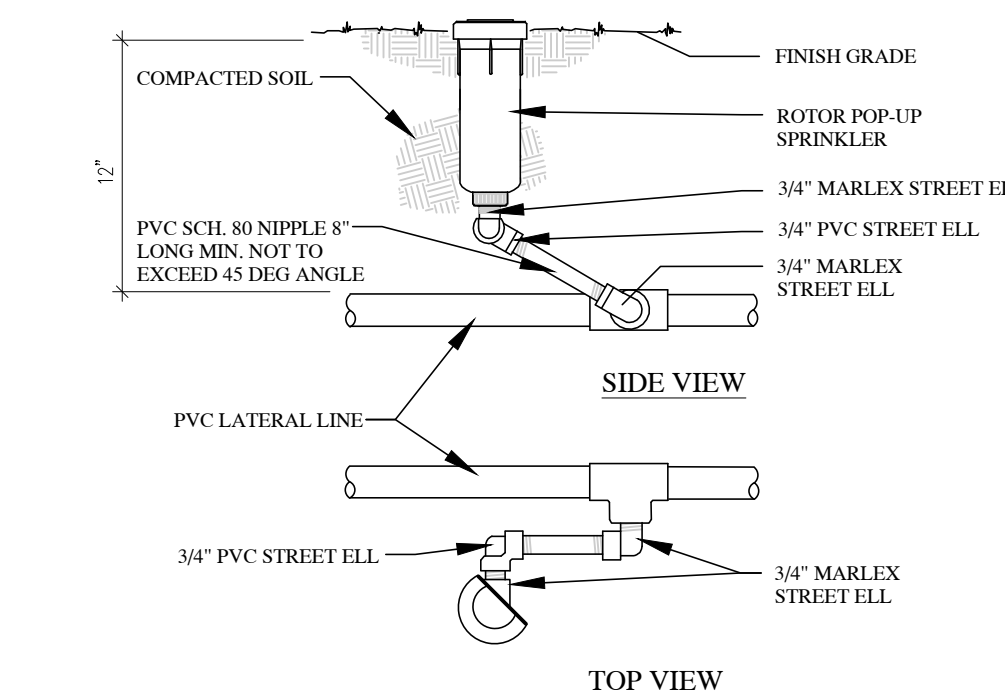
19 SPRAY AND ROTOR HEAD NEXT TO CURB / WALK

SCALE: NTS



20 LIGHTNING GROUNDING ROD

SCALE: NTS

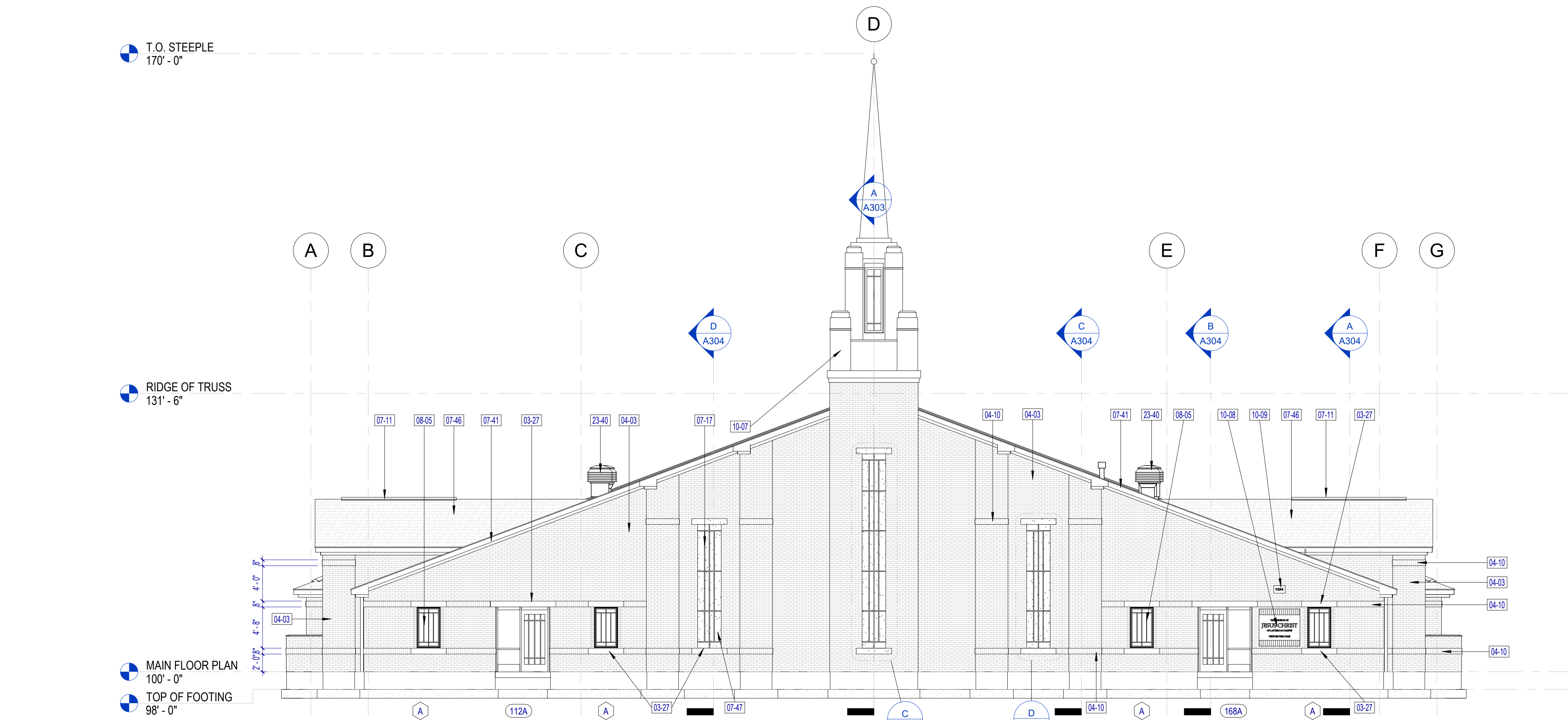


22 ROTOR POP-UP HEAD

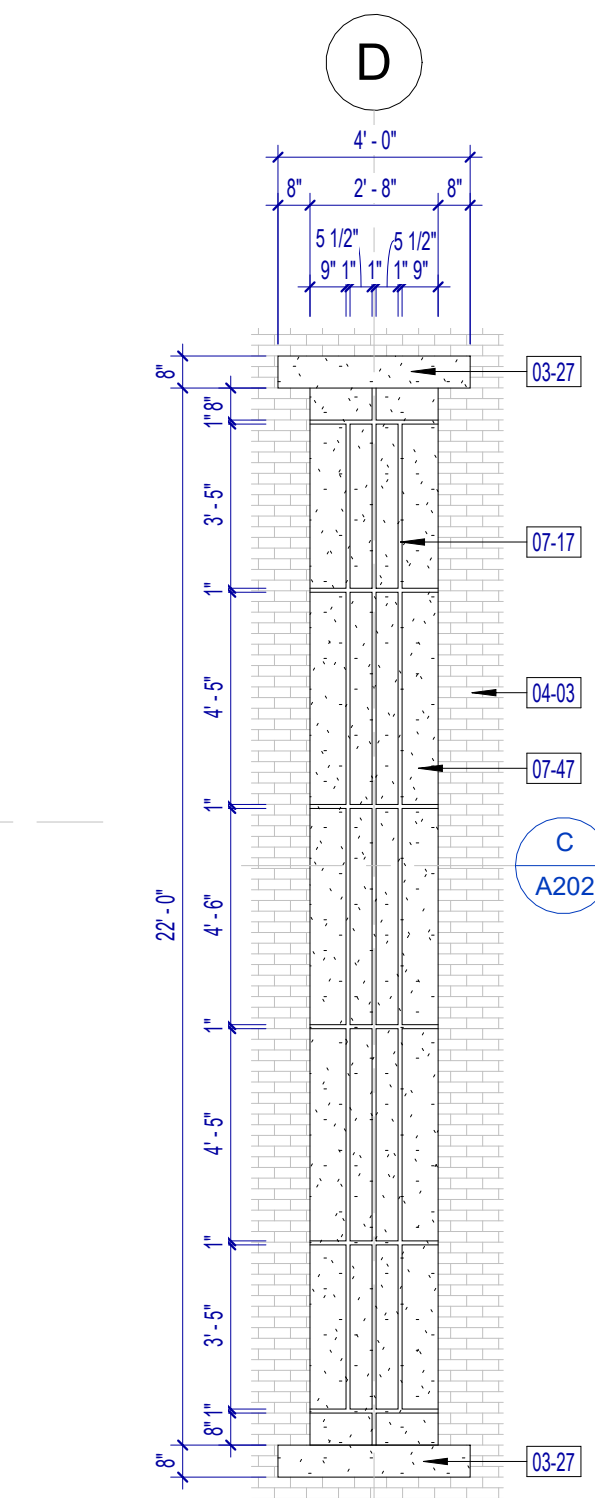
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Revisions	
Mark	Description

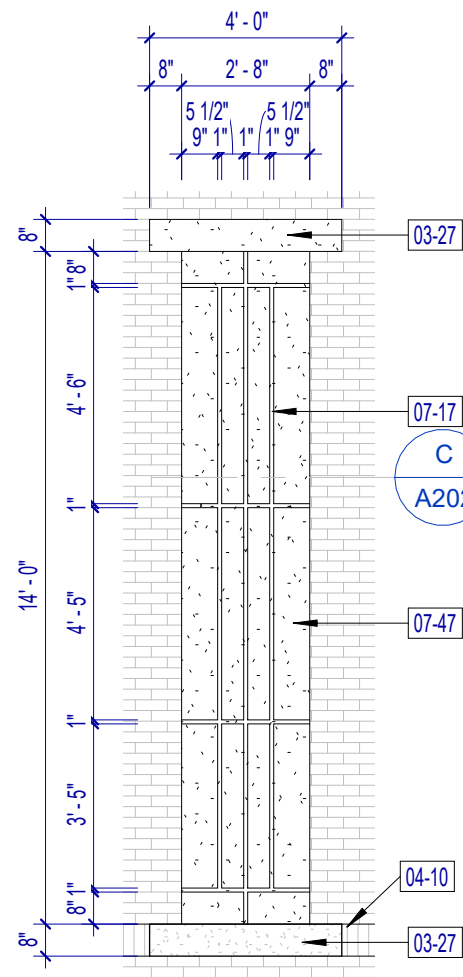
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Plan Series	Heritage 23-2
Property Number	500-3627-22010101
Date	August 30, 2023



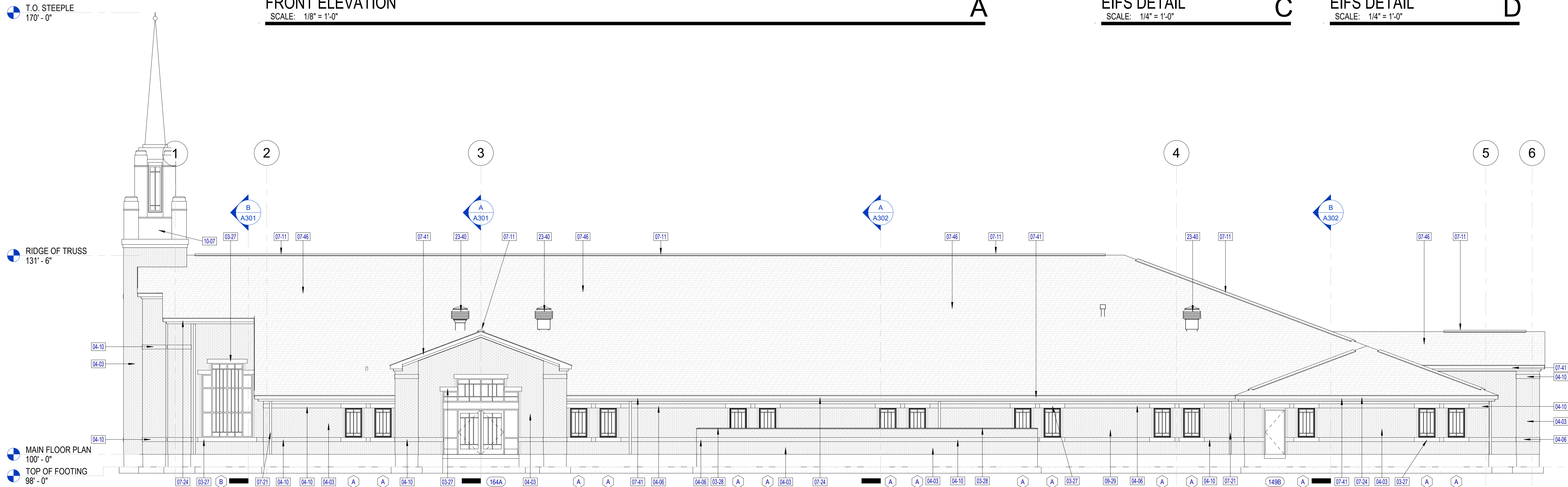
FRONT ELEVATION
SCALE: 1/8" = 1'-0"



EIFS DETAIL C
SCALE: 1/4" = 1'-0"



EIFS DETAIL D
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

General Notes

1. SEE A601 FOR DOOR SCHEDULE.
2. SEE A603 FOR WINDOW TYPES.
3. INSTALL SECONDARY UNDERLAYMENT OVER THE ENTIRE ROOF.

Keyed Notes

- 03-27 PRECAST ARCHITECTURAL CONCRETE; SEE DETAILS
- 03-28 PRECAST ARCHITECTURAL CONCRETE CAP; SEE DETAILS
- 04-03 BRICK VENEER MASONRY; RUNNING BOND; SEE DETAILS
- 04-06 ACCENT BRICK VENEER MASONRY
- 04-10 ACCENT BRICK VENEER MASONRY; SOLDIER COURSE; SEE DETAILS
- 07-11 ALUMINUM RIDGE VENT; SEE B.E./A122
- 07-17 WATER-MANAGED EIFS ARCHITECTURAL SCORING JOINT; SEE DETAILS
- 07-21 ALUMINUM ROOF DOWNSPOUT; SEE DETAILS
- 07-24 ALUMINUM GUTTERS AND DOWNSPOUTS; SEE DETAILS
- 07-41 ALUMINUM SHEET METAL FASCIA, FLASHING & TRIM. SEE A&D/A122
- 07-46 COMPOSITE ASPHALT SHINGLES, SEE DETAILS & SPECIFICATIONS
- 07-47 WATER-MANAGED EIFS EXTERIOR WALL FINISH SYSTEM, SEE DETAILS & SPECIFICATIONS
- 08-05 VINYL FRAMED FIXED WINDOW, SEE DOOR AND WINDOW SCHEDULES AND DETAILS
- 09-29 5/8" GYPSUM BOARD
- 10-07 ALUMINUM STEEPLE, SEE ELEVATIONS, ENLARGED PLANS, SECTIONS AND DETAILS
- 10-08 STONE MEETINGHOUSE SIGN; SEE D&E/A203
- 10-09 BUILDING ADDRESS SIGN; SEE F&G/A203
- 23-40 HVAC PENTHOUSE; SEE MECHANICAL



Project for:
**THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS**

A New Meetinghouse for
**Oquirrh Mountain
Eagle Mountain UT
Central Stake**

Eagle Mountain, Utah

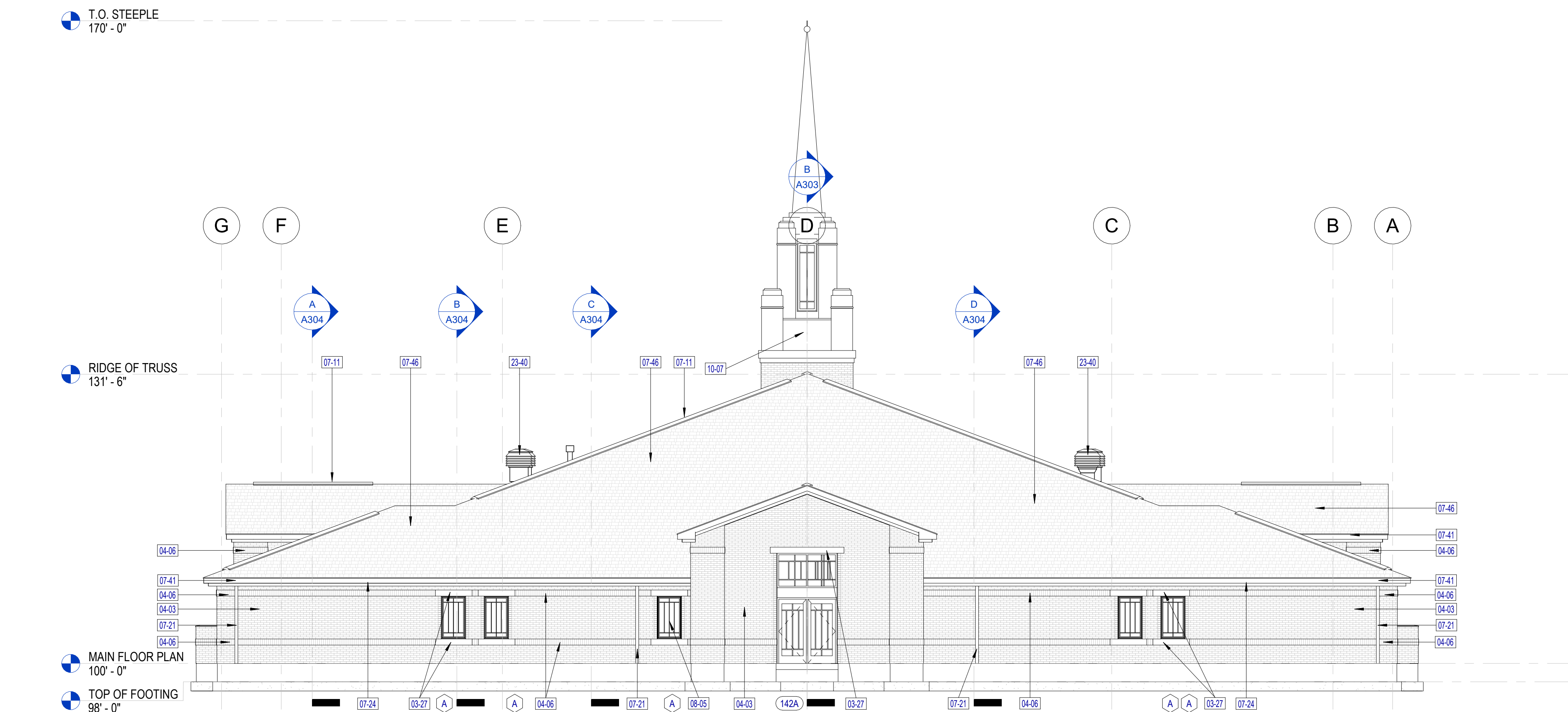
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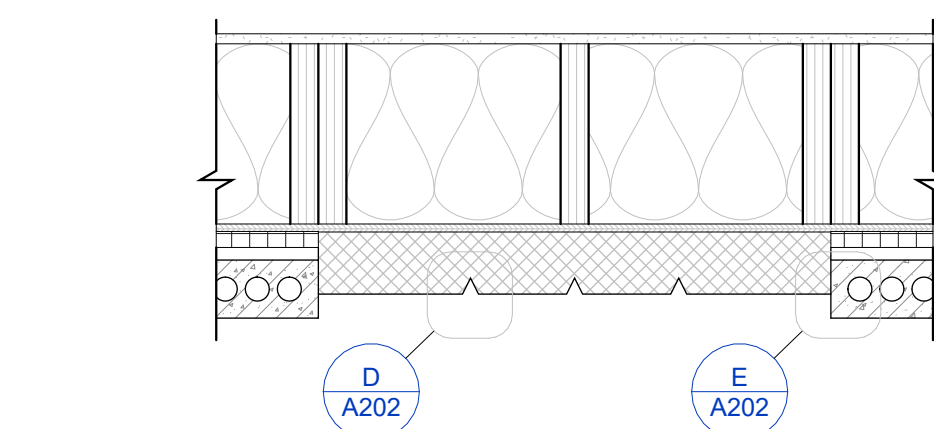
November 22, 2023

Exterior Elevations

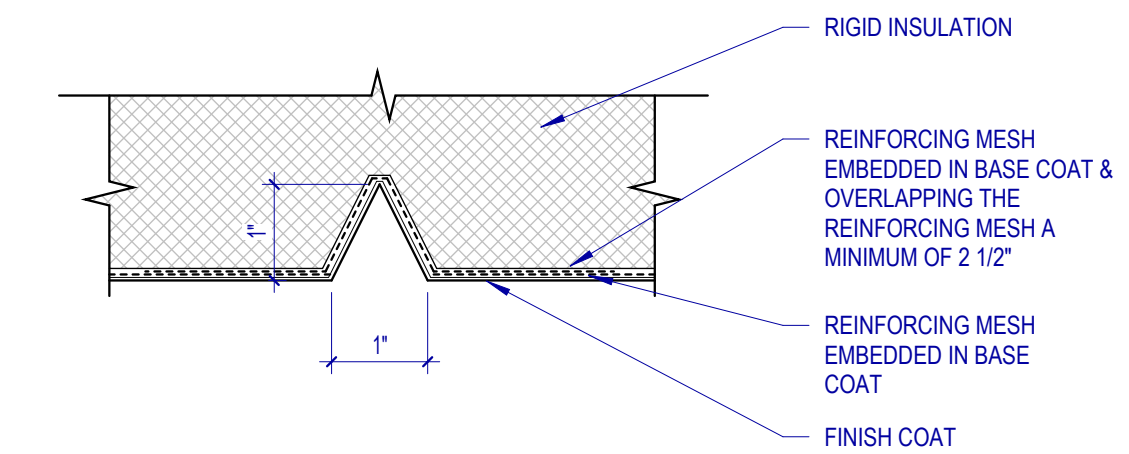
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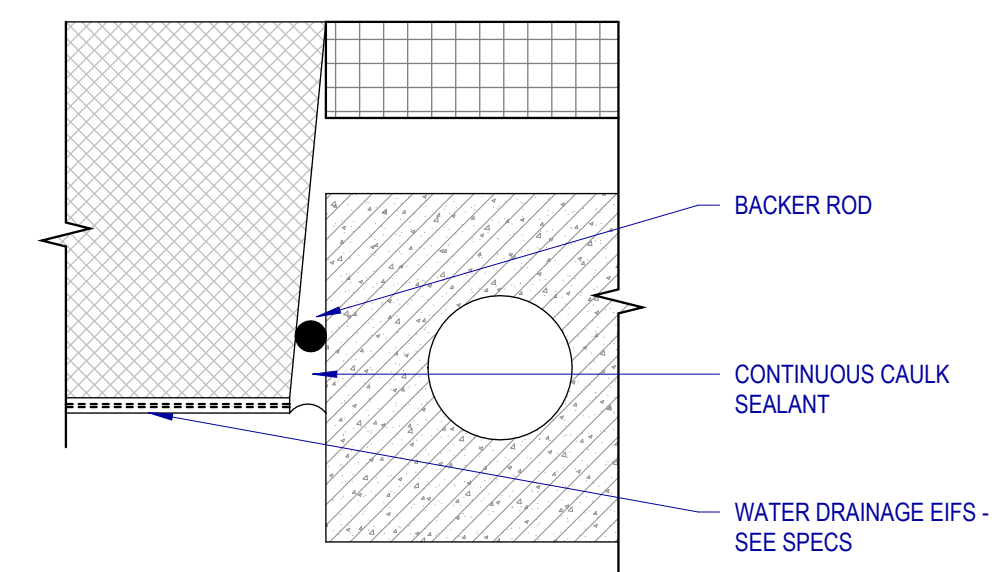
REAR ELEVATION
SCALE: 1/8" = 1'-0"



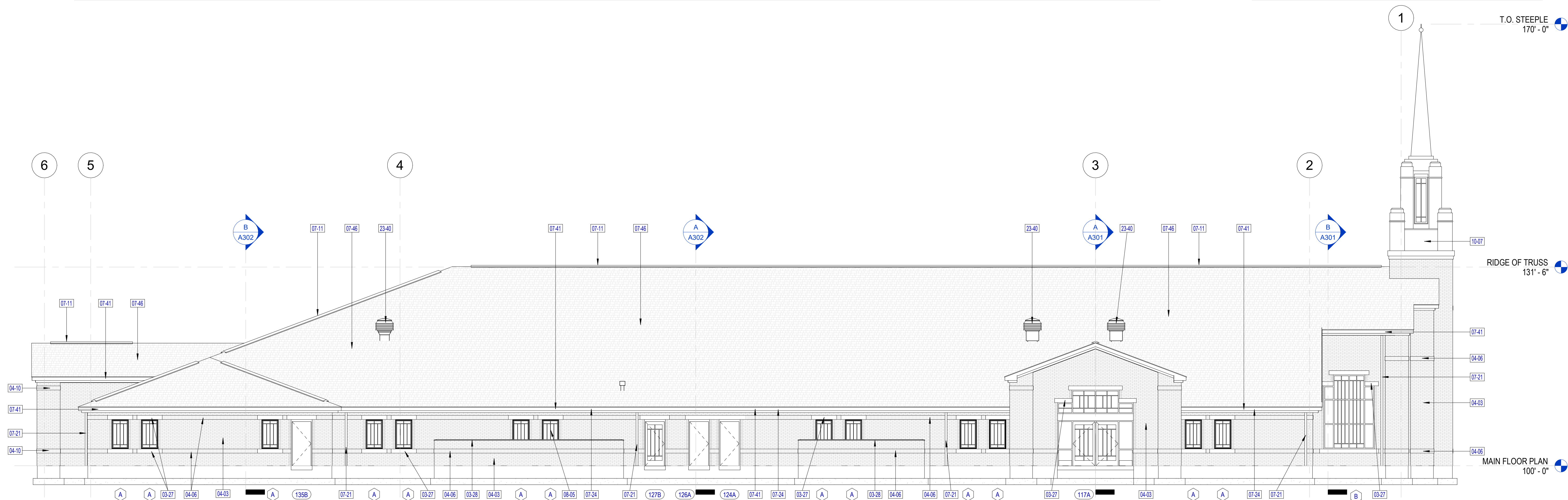
EIFS - SECTION
SCALE: 1" = 1'-0"



EIFS - ENLARGED REVEAL DETAIL
SCALE: 6" = 1'-0"



EIFS - ENLARGED EDGE DETAIL
SCALE: 6" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"

General Notes

1. SEE A601 FOR DOOR SCHEDULE.
2. SEE A603 FOR WINDOW TYPES.
3. INSTALL SECONDARY UNDERLAYMENT OVER THE ENTIRE ROOF.

Keyed Notes

03-27	PRECAST ARCHITECTURAL CONCRETE; SEE DETAILS
03-28	PRECAST ARCHITECTURAL CONCRETE CAP; SEE DETAILS
04-03	BRICK VENEER MASONRY; RUNNING BOND; SEE DETAILS
04-06	ACCENT BRICK VENEER MASONRY
04-10	ACCENT BRICK VENEER MASONRY; SOLID; COURSE; SEE DETAILS
07-11	ALUMINUM RIDGE VENT; SEE B.E.F./A122
07-21	ALUMINUM ROOF DOWNSPOUT; SEE DETAILS
07-24	ALUMINUM GUTTERS AND DOWNSPOUTS; SEE DETAILS
07-41	ALUMINUM SHEET METAL FASCIA, FLASHING & TRIM; SEE DETAILS
07-46	COMPOSITE ASPHALT SHINGLES; SEE DETAILS & SPECIFICATIONS
08-05	VINYL FRAMED FIXED WINDOW, SEE DOOR AND WINDOW SCHEDULES AND DETAILS
10-07	ALUMINUM STEEPLE; SEE ELEVATIONS, ENLARGED PLANS, SECTIONS AND DETAILS
23-40	HVAC PENTHOUSE, SEE MECHANICAL



Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

A New Meetinghouse for
Oquirrh Mountain
Eagle Mountain UT
Central Stake

Eagle Mountain, Utah

Project Number:

Property Number:

November 22, 2023

Exterior Elevations

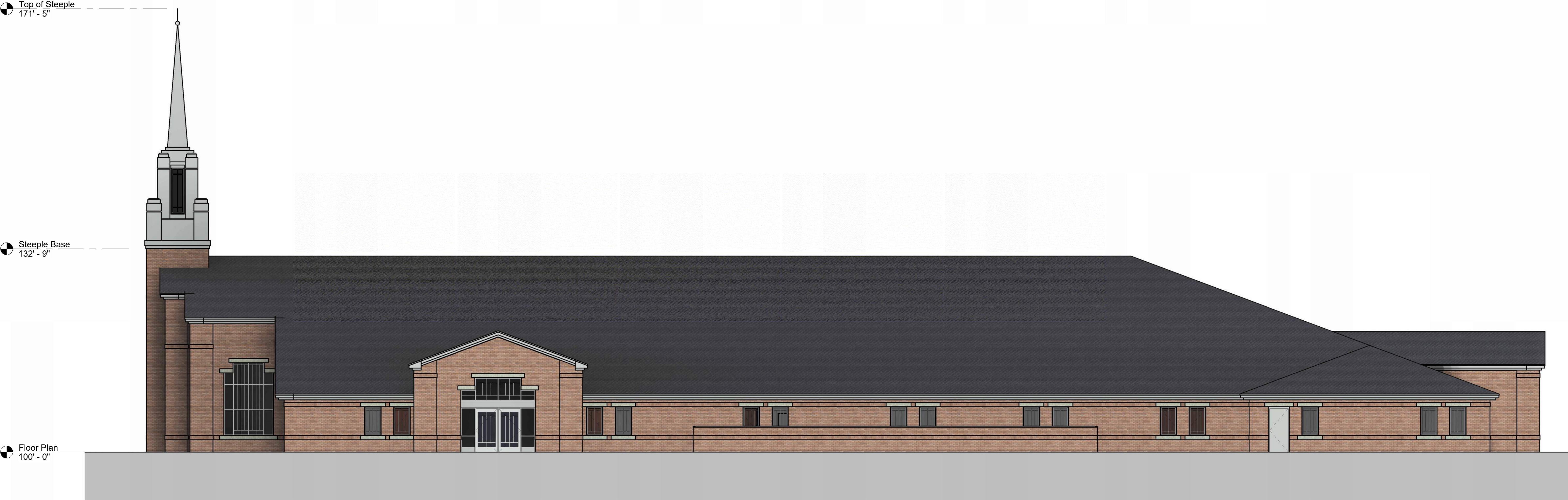
A202



West Elevation

SCALE: 1/8" = 1'-0"

1



South Elevation

SCALE: 1/8" = 1'-0"

2

Exterior Materials

North Elevation

Brick Veneer: 1,911 sf / 76.7%

Precast Concrete: 99 sf / 4.0%

Openings: 483 sf / 19.4%

East Elevation

Brick Veneer: 1,104 sf / 86.5%

Precast Concrete: 32 sf / 2.5%

Openings: 140 sf / 11.0%

South Elevation

Brick Veneer: 1,957 sf / 78.5%

Precast Concrete: 101 sf / 4.1%

Openings: 435 sf / 17.4%

West Elevation

Brick Veneer: 2,277 sf / 92.5%

Precast Concrete: 47 sf / 1.9%

Openings: 138 sf / 5.6%

Total

Brick Veneer: 7,250 sf / 83.1%

Precast Concrete: 279 sf / 3.2%

Openings: 1,196 sf / 13.7%

Revision Schedule

#	Description	Date


ea architecture
11576 South State Street, Suite 103b
Draper, Utah 84020

Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

A New Building for

Project Number:

Property Number:

May 1, 2023

Exterior Elevations

A201



East Elevation

SCALE: 1/8" = 1'-0"

1



North Elevation

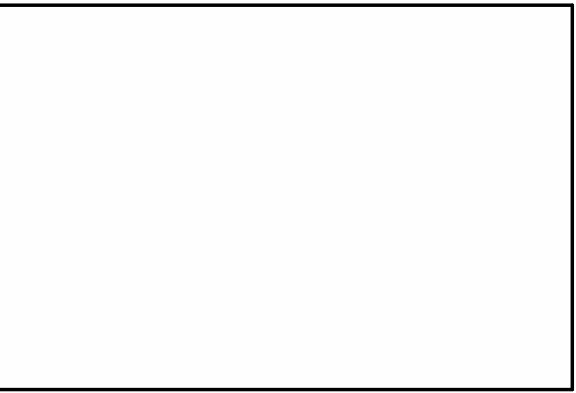
SCALE: 1/8" = 1'-0"

2

Exterior Materials

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Revision Schedule		
#	Description	Date





ea architecture

11576 South State Street, Suite 103b
Draper, Utah 84020

Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

A New Building for

Project Number:

Property Number:

May 1, 2023

Exterior Elevations

A202



West Elevation

SCALE: 1/8" = 1'-0"

1



South Elevation

SCALE: 1/8" = 1'-0"

2

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ea architecture

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Project for:

THE CHURCH OF
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A New Building for

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Exterior Elevations

A201



East Elevation
SCALE: 1/8" = 1'-0"

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ea architecture
11576 South State Street, Suite 103b
Draper, Utah 84020

Project for:

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

A New Building for

Project Number:

Property Number:

May 1, 2023

Exterior Elevations

A202



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with D&B Cedar LLC. for the Acquisition of a Right-of-Way along Old Airport Road		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$313,200		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with D & B Cedar LC for the acquisition of a Right-of-Way along Old Airport Road.

BACKGROUND:

This purchase agreement will convey a 94-foot right-of-way to Eagle Mountain City for the construction of Old Airport Road through property owned by D & B Cedar LC. This also includes a remnant parcel.

The total purchase is 3.48 acres for both parcels. This agreement includes a purchase price of \$90,000 per acre for a total of \$313,200.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--D & B Cedar LC - Amended AGR](#)

[D & B Cedar LC Amended AGR - Redline](#)

[D & B Cedar LC Amended AGR - Clean](#)

RESOLUTION NO. R- -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE PURCHASE AGREEMENT WITH D & B CEDAR LC
FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Amend the Purchase Agreement with D & B Cedar LC for the acquisition of a Right-of-Way along Old Airport Road, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Purchase Agreement with D & B Cedar LC is amended as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of May 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 7th day of May 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

RIGHT-OF-WAY AMENDED PURCHASE AGREEMENT

This ~~RIGHT-OF-WAY~~ PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the ~~th~~the day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**”), a political subdivision of the State of Utah; and D & B Cedar, LC, a Utah limited liability company (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 3.48~~26.45~~ acres of undeveloped land located in the City, Utah County Parcel ~~Numbers: _____~~, Number 58:047:0024 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately ~~_____~~3.48 acres of the Land as more particularly described in **Exhibit B** attached hereto and incorporated herein (“**Property**”). to extend Old Airport Road (“Road Extension”) into the Property to be acquired from the Seller; and

~~C. City desires to extend Old Airport Road in the area shown in Exhibit C attached hereto and incorporated herein (“Road Extension”) on the Property; and~~

~~D.C.~~ Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Seller hereby agree to the following:

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price.**

- a. **Price Per Acre.** The total purchase price for the Property shall be Three Hundred Thirteen thousand two hundred dollars (\$313,200) ("**Purchase Price**") The Purchase Price is based on the gross acreage of 3.48 acres and a price of Ninety thousand dollars (\$90,000) per acre. The Purchase Price is for the underlying undeveloped land only. No mineral rights, water, or water rights are included in the Purchase Price.
- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of on or before the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment ("**Title Commitment**") for an standard ALTA fee owner's policy of title insurance ("**Title Policy**") issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
- i. **Objections.** City shall have ten (10) business days Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment ("**Title Objection Notice**"). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.1-2a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above timely provide a Title Objection Notice shall be deemed to be "**Permitted Exceptions**" Exceptions and shall not be considered objections to any matter contained in the Commitment; if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notices Notice matters that are monetary liens prior to or at Closing.
- ii. **Written Notice.** If City timely provides a written notice of objections Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (1) a) to provide written notice to City that Seller will cure such objections objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/ or (2) will not cure the Title Objection Notice; or (c) terminate this Agreement.
- iii. **Remedy.** City's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure by curing a City's objections in a Title Objection Notice in accordance with Section 3(a) (2.ii(a)) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of

receiving Seller's Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.

- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "**Property Documents**").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "**Closing Date**"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "**Closing**" shall mean the consummation of the Transfer at the time the quitclaim deed Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("**Official Records**").
- b. **Place of Closing.** The Closing shall be consummated by _____ (the "Escrow Agent") coordinated by Union Title (the "Title Company") c/o Jennifer Tucker, Esq., jennifer@uniontitle.net, O: 801-899-2332 (the "Escrow Agent"). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Parcel Property shall be prorated as of a Closing. Each Party Seller shall be responsible for and shall promptly pay all charges with respect to its Parcel the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any Monetary Liens monetary liens or other Objections or Obligatory Removal Exeptions, Title Objection Notice matters Seller agreed to cure pursuant to Section

3.a.ii(a), and (4) all property taxes related to the period prior to Closing, as calculated in accordance with Section 4.4.(d). City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any ~~Monetary Liens or other Objections or Obligatory Removal Exceptions~~, monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(d) are, collectively, the “Closing Costs.”

- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
 - e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing proration shall be set forth on a preliminary closing statement (the “Closing Statement”) to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, “City's Conditions”) set forth in Sections 5(a) through 5(b) as follows:

- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, ~~with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City showing only the Permitted Exceptions~~; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing, or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.
6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "Seller's Conditions") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the ~~documents and funds described Section 8.~~ City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:

- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
- b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
- c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).
- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property ~~or Easement~~.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a ~~quitclaim~~ **quit claim** deed in the form of **Exhibit EC** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, **"Seller's Closing Documents"**):

- i. A ~~quitclaim~~ quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit ~~EC~~**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
 - c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):
 - i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
 - ii. A Closing Statement, duly executed and delivered by City;
 - iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
 - iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.
9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.
10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in

AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:

- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge ~~of Seller~~, the Property Documents constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.
- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.

- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "**Laws**") of all applicable federal, state and local authorities (each, an "**Authority**") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.
- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
 - i. To the best of Seller's actual knowledge ~~of Seller~~, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller's actual knowledge ~~of Seller~~, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller's actual knowledge ~~of Seller~~, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller's actual knowledge ~~of Seller~~, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah

Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;

- v. To the best of Seller's actual knowledge ~~of Seller~~, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "**Waste**");
- vi. To the best of Seller's actual knowledge ~~of Seller~~, no waste is currently used, stored or disposed of on the Property;
- vii. To the best of Seller's actual knowledge ~~of Seller~~, there are no private burial grounds located on the Property; and
- viii. To the best of Seller's actual knowledge ~~of Seller~~, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

'Environmental Claim' means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

"**Hazardous Materials**" shall mean any chemical, substance, waste or material that is

deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase "the best of Seller's actual knowledge" and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the "OFAC Rules"), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
- m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing; for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's

officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:

- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.
- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
- e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement

remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

- f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing- for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:
- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary,

city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

~~14. **Termination of Easement.** The Parties entered into an agreement on December 5, 2023 in which the Seller granted the City an easement to construct, install, and maintain the Sewer Improvements located on the Property ("Easement Agreement"). Pursuant to the Easement Agreement, the easement would terminate upon the City's purchase of the Property in fee simple in accordance with this Agreement. The Parties acknowledge that Easement Agreement and its associated easement terminate upon the effective date of this Agreement.~~

15.14. General Provisions.

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on 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 Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, 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 Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement 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. The provisions of this Section ~~1514~~(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and

shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, 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 Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run
Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

D. & B Cedar LLC
Attn: _____ Birgitta N. Holbrook

720 N. 300 West
Lehi, Utah 84043

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement 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. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement 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 statement, term or matter to the specific statements, terms 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 statement, term or matter.

- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement 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. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged

into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement 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 this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

~~16.~~15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

D & B CEDAR
A Utah limited liability company

Agent_____, Manager

Birgitta N. Holbrook, Registered

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Land
Exhibit "B"	Legal Description of Property
Exhibit "C"	Map of Road Extension
Exhibit "D"	Map of Sewer and Water Improvements
Exhibit "E"	Form of Quitclaim Deed

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND OWNED BY SELLER PRIOR TO CLOSING

Legal Description: COM E1/4 COR SEC 23, T5S, R2W, SLM; N 89 DEG 31'05"W 2093.844 FT; N 62 DEG 50'06"E 2372.468 FT; S 53'06"W 1100.905 FT TO BEG. AREA 26.45 ACRES.

Together with all the improvements and appurtenances thereunto belonging or in anywise appertaining thereto.

EXHIBIT “B”
LEGAL DESCRIPTION OF PROPERTY

Parcel 1

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 26482-2018, OFFICIAL RECORDS, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER OF SECTION 23; THENCE N 89°30'57" W ALONG THE CENTER LINE OF SAID SECTION 116.00 FEET, TO A POINT ON A NON TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1,102.00 FEET, THE CENTER OF WHICH BEARS S 89°07'45" E; THENCE NORTHEASTERLY 0.33 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°01'02"; THENCE N 0°53'17" E 391.63 FEET, TO A POINT ON A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 1008.00 FEET; THENCE NORTHWESTERLY 505.85 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°45'12"; THENCE N 27°51'55" W 50.25 FEET, TO THE SOUTH RIGHT OF WAY LINE OF SR-73; THENCE N 62°08'05" E ALONG SAID LINE 94.00 FEET; THENCE S 27°51'55" E 50.25 FEET, TO A POINT ON A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 1,102.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 553.03 FEET, THROUGH A CENTRAL ANGLE OF 28°45'12"; THENCE S 89°06'43" E 22.00 FEET, TO THE EAST LINE OF SAID SECTION; THENCE S 00°53'17" W ALONG SAID LINE 391.14 FEET, TO THE POINT OF BEGINNING.

CONTAINS 99,911 SQ FT OR 2.29 ACRES

Parcel 2

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 26482-2018, OFFICIAL RECORDS, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 23, SAID POINT BEING N 0°53'17" E 391.14 FEET, FROM THE EAST QUARTER OF SAID SECTION; THENCE N 0°53'17" E ALONG SAID LINE 674.05 FEET, TO THE SOUTH RIGHT OF WAY LINE OF SR-73; THENCE S 62°08'05" W ALONG SAID LINE 207.66 FEET; THENCE S 27°51'55" E 50.25 FEET, TO A POINT ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1,102.00 FEET; THENCE SOUTHEASTERLY 553.03 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°45'12"; THENCE S 89°06'43" E 22.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 51,628 SQ FT OR 1.19 ACRES

EXHIBIT “C”

~~MAP OF ROAD EXTENSION AND EASEMENT~~

EXHIBIT “D”
MAP OF SEWER AND WATER IMPROVEMENTS

EXHIBIT "E"
FORM OF ~~QUIT~~CLAIMQUIT CLAIM DEED

AMENDED PURCHASE AGREEMENT

This PURCHASE AGREEMENT (“**Agreement**”) is made and entered as of the _____ day of _____, 2024 (the “**Effective Date**”), by and between Eagle Mountain City (“**City**”), a political subdivision of the State of Utah; and D & B Cedar, LC, a Utah limited liability company (“**Seller**”). The City and Seller are collectively referred to as the “**Parties**” and, individually as a “**Party**”.

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 26.45 acres of undeveloped land located in the City, Utah County Parcel Number 58:047:0024 as more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (“**Land**”).

B. City desires to purchase from Seller approximately 3.48 acres of the Land as more particularly described in **Exhibit B** attached hereto and incorporated herein (“**Property**”) to extend Old Airport Road (“**Road Extension**”) into the Property to be acquired from the Seller; and

C. Upon and subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer and convey the Property to the City, and the City desires to purchase and acquire the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Seller hereby agree to the following:

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, “**Transfer**”).
2. **Purchase Price.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be Three Hundred Thirteen thousand two hundred dollars (\$313,200) (“**Purchase Price**”) The Purchase Price is based on the gross acreage of 3.48 acres and a price of Ninety Thousand dollars (\$90,000) per

acre. The Purchase Price is for the underlying undeveloped land only. No mineral rights, water, or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds on or before the Closing Date.

3. **Title Commitment; Survey; Disclosures.**

- a. **Title Commitment.** Seller shall provide a commitment ("Title Commitment") for a standard ALTA owner's policy of title insurance ("Title Policy") issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) Business Days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment ("Title Objection Notice"). If City does not timely deliver a written Title Objection Notice to Seller or fails to timely exercise its Section 3.a.iii termination remedy, City shall be deemed to have approved of all matters set forth in the Title Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.a.ii(a), matters which Seller has notified City it will not cure pursuant to Section 3.a.ii(b), and any encumbrances or other title exceptions in the Title Commitment to which City does not timely provide a Title Objection Notice shall be deemed to be "**Permitted Exceptions**" and shall not be considered objections to any matter contained in the Commitment if the City fails to timely exercise its Section 3.a.iii termination remedy. Seller may arrange to pay off any Title Objection Notice matters that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City timely provides a written Title Objection Notice in accordance with Section 3(a)(i), then Seller shall have the option to: (a) to provide written notice to City that Seller will cure such objection(s) at Seller's sole cost; (b) notify City in writing that it is no longer able to cure and/or will not cure the Title Objection Notice; or (c) terminate this Agreement.
 - iii. **Remedy.** City's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions by curing a City's objections in a Title Objection Notice in accordance with Section 3.a.ii(a) shall be to terminate this Agreement by providing written notice to Seller within five (5) Business Days of receiving Seller's Section 3.a.ii(b) notice. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.

- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same exist and are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the “**Property Documents**”).

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “**Closing Date**”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “**Closing**” shall mean the consummation of the Transfer at the time the Escrow Agent has received all funds from the City required to pay the Purchase Price and all sums due hereunder, the Escrow Agent is ready to disburse, and the Deed (as defined below) is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“**Official Records**”).
- b. **Place of Closing.** The Closing shall be coordinated by Union Title (the “**Title Company**”) c/o Jennifer Tucker, Esq., jennifer@uniontitle.net, O: 801-899-2332 (the “**Escrow Agent**”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Property shall be prorated as of a Closing. Seller shall be responsible for and shall promptly pay all charges with respect to the Property attributable to the period up to and including the Closing Date. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (4) all property taxes related to the period prior to Closing as calculated in accordance with Section 4(d). City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any monetary liens or other Title Objection Notice matters Seller agreed to cure pursuant to Section 3.a.ii(a), and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of

their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(c) are, collectively, the “**Closing Costs.**”

- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, **Seller** shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
 - e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing proration shall be set forth on a preliminary closing statement (the “**Closing Statement**”) to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to the Closing Date for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, “**City's Conditions**”) set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing showing only the Permitted Exceptions; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land, if any; and (3) it shall otherwise be in form and substance reasonably acceptable to City.

- b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing or as provided in this Agreement. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects to the best of Seller's knowledge, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.
6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "**Seller's Conditions**") within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the City's Closing Document described in Section 8 and all funds necessary to pay the Purchase Price and other costs of closing to be paid by Seller under this Agreement in immediately funds (wire, transfer, certified/cashier's check, etc.).
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects to the best of the City's knowledge as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

The conditions set forth in this Section 6 are solely for the benefit of Seller and may be waived by Seller in writing. In the event any of the foregoing conditions have not been fully satisfied or waived in writing on or before the Closing Date, then this Agreement shall terminate in accordance with Section 12.

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.

- b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
- c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).
- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property.

8. **Closing; Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quit claim deed in the form of **Exhibit C** attached hereto (the "**Deed**"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, "**Seller's Closing Documents**"):
 - i. A quit claim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;

- iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company or Escrow Agent to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "**City's Closing Documents**"):
- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
 - ii. A Closing Statement, duly executed and delivered by City;
 - iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
 - iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.
9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.
10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:
- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited

liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.

- b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
- c. **Property Documents.** To the best of Seller's actual knowledge, the Property Documents constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.
- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.

- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, “**Laws**”) of all applicable federal, state and local authorities (each, an “**Authority**”) having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.
- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
 - i. To the best of Seller’s actual knowledge, there are no active or abandoned wells on the Property;
 - ii. To the best of Seller’s actual knowledge, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the best of Seller’s actual knowledge, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the best of Seller’s actual knowledge, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the best of Seller’s actual knowledge, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, “**Waste**”);

- vi. To the best of Seller's actual knowledge, no waste is currently used, stored or disposed of on the Property;
- vii. To the best of Seller's actual knowledge, there are no private burial grounds located on the Property; and
- viii. To the best of Seller's actual knowledge, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

“**Hazardous Materials**” shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and

ordinances of the State of Utah, County of Utah or Eagle Mountain City.

The phrase "actual knowledge of Seller" or the phrase "the best of Seller's actual knowledge" and words of similar import, as used in this Agreement and the foregoing representations and warranties, shall mean the current actual knowledge of Seller's owners, employees, and agents, without such individuals having made any independent analysis, investigation, or inquiry with respect to the subject matter of the representations or warranties so qualified.

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the "**OFAC Rules**"), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the

Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.

- b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
- c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition, governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.
- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
- e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
- f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action,

directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.

- g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing for a period of one (1) year following Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

- 12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured, then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
- b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.

- 13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property

and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

14. **General Provisions.**

- a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

In addition to the actions recited herein and contemplated to be performed, executed and/or delivered by Seller and City, Seller and City agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the Transfer.

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph or section titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on 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 Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.

- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, 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 Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement 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. The provisions of this Section 14(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, 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 Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

Eagle Mountain
Attn: City Recorder
1650 E. Stagecoach Run

Eagle Mountain, UT 84005
recorder@emcity.org

If to Seller:

D & B Cedar LC
Attn: Birgitta N. Holbrook
720 N. 300 West
Lehi, Utah 84043

A Notice of Change of Address may be delivered to the other Party in the same manner as any other notice under this Section.

- n. **Interpretation.** The section headings of this Agreement 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. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement 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 statement, term or matter to the specific statements, terms 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 statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement 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. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth

in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.

- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
 - t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
 - u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
 - v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement 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 this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.
15. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20_____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

D & B CEDAR
A Utah limited liability company

Birgitta N. Holbrook, Registered Agent

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Land
Exhibit “B”	Legal Description of Property
Exhibit “C”	Form of Quitclaim Deed

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND OWNED BY SELLER PRIOR TO CLOSING

Legal Description: COM E1/4 COR SEC 23, T5S, R2W, SLM; N 89 DEG 31'05"W 2093.844 FT; N 62 DEG 50'06"E 2372.468 FT; S 53'06"W 1100.905 FT TO BEG. AREA 26.45 ACRES.

Together with all the improvements and appurtenances thereunto belonging or in anywise appertaining thereto.

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

Parcel 1

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 26482-2018, OFFICIAL RECORDS, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER OF SECTION 23; THENCE N 89°30'57" W ALONG THE CENTER LINE OF SAID SECTION 116.00 FEET, TO A POINT ON A NON TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1,102.00 FEET, THE CENTER OF WHICH BEARS S 89°07'45" E; THENCE NORTHEASTERLY 0.33 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°01'02"; THENCE N 0°53'17" E 391.63 FEET, TO A POINT ON A TANGENT CURVE TO THE LEFT, WITH A RADIUS OF 1008.00 FEET; THENCE NORTHWESTERLY 505.85 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°45'12"; THENCE N 27°51'55" W 50.25 FEET, TO THE SOUTH RIGHT OF WAY LINE OF SR-73; THENCE N 62°08'05" E ALONG SAID LINE 94.00 FEET; THENCE S 27°51'55" E 50.25 FEET, TO A POINT ON A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 1,102.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 553.03 FEET, THROUGH A CENTRAL ANGLE OF 28°45'12"; THENCE S 89°06'43" E 22.00 FEET, TO THE EAST LINE OF SAID SECTION; THENCE S 00°53'17" W ALONG SAID LINE 391.14 FEET, TO THE POINT OF BEGINNING.

CONTAINS 99,911 SQ FT OR 2.29 ACRES

Parcel 2

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY NUMBER 26482-2018, OFFICIAL RECORDS, BEING LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SECTION 23, SAID POINT BEING N 0°53'17" E 391.14 FEET, FROM THE EAST QUARTER OF SAID SECTION; THENCE N 0°53'17" E ALONG SAID LINE 674.05 FEET, TO THE SOUTH RIGHT OF WAY LINE OF SR-73; THENCE S 62°08'05" W ALONG SAID LINE 207.66 FEET; THENCE S 27°51'55" E 50.25 FEET, TO A POINT ON A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1,102.00 FEET; THENCE SOUTHEASTERLY 553.03 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°45'12"; THENCE S 89°06'43" E 22.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 51,628 SQ FT OR 1.19 ACRES

EXHIBIT “C”
FORM OF QUIT CLAIM DEED



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Agreement with Dragon Dynamite Displays for a 4th of July Fireworks Display		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	\$38,500		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Parks and Recreation

PRESENTED BY:

Dawn Hancock

RECOMMENDATION:

Staff recommends the City Council consider an Agreement with Dragon Dynamite Displays LLC for a 4th of July Fireworks Display.

BACKGROUND:

As a follow-up to a request from City Council, Staff is presenting the following proposal for a fireworks show as part of a 4th of July celebration.

ITEMS FOR CONSIDERATION:

Staff recommends that the City contract with Dragon Dynamite Displays LLC for a 20-minute fireworks display for \$35,000. Their expertise promises an inspiring show that will undoubtedly thrill attendees. Additionally, to elevate the overall experience, staff proposes collaborating with Swiss Mix Audio. Having previously worked with Dragon Dynamite Displays, Swiss Mix Audio will provide top-tier sound equipment and a skilled DJ to ensure a harmonious blend of sight and sound throughout the event and during the fireworks display. The additional cost for Swiss Mix Audio is \$3,500.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Dragon Dynamite Displays LLC

Dragon Dynamite Displays LLC - AGR

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING AN AGREEMENT WITH DRAGON DYNAMITE DISPLAYS LLC
FOR A 4TH OF JULY FIREWORKS DISPLAY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Approve an Agreement with Dragon Dynamite Displays LLC for a 4th of July fireworks display, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Agreement with Dragon Dynamite Displays LLC as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of May 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 7th day of May 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

DRAGON DYNAMITE DISPLAYS LLC

Date: 4/18/2024

Dragon Dynamite Displays LLC
1024 E Bigelow Ave
Layton, UT 84040
801-879-3545
Dragondynamitefireworks@gmail.com

Eagle Mountain
1650 Stagecoach Run
Eagle Mountain, UT 84070
801-789-6600

Eagle Mountain 4th of July City Firework Show

Size	Description	Shells
2.5"	Premium assorted shells and salutes	300
3"	Premium assorted shells and salutes	360
4"	Premium assorted shells/hearts/smiley face/crossettes/strobe/unique shapes	216
5"	Premium Massive shells to light up the entire city	36
Multiple Shot Cakes 2" and Smaller		
	Long duration Nishiki Slow Gold Falling	324
	Dahlias Strobe False Finale	264
	Amazing bright comets crisscrossing the sky	900
	Multicolor Crossette and silver swirling tails	320
	Neon Spring multicolor massive breaks	49
	Large humming snakes to salute	576
	Changing Effects for false finales throughout the show that build bigger with each song	4,618
+ Finale Shells		
4" chained in sets of 6	4" chain assorted willow fast fuse	36
3" chained in sets of 10	3" chain assorted color fast fuse with salute	180
2.5" chained in sets of 10	2.5" chain assorted color fast fuse with salute	200
	X shape Rainbow Tails	225
	X Shape multicolor comet with crackling tail	900
5" chained in sets of 3	**5" Finale Bonus is singed and paid**	18
	** Extra Finale Bonus Shells**	450
	Electronically Fired Entire Show over 20 min	
	Synchronized to upbeat & patriotic music	
	Storage/ Shipping/ Display Insurance	
Total Shells		9,972
Total Cost		\$35,000

Quotation prepared by: Austin Sackett, Dragon Dynamite Displays LLC

This is a bid on the goods and services named, subject to the conditions noted below: Dragon Dynamite Displays LLC will be responsible for the design, set-up, operation/electronically firing, and tear-down (removal of equipment and disposal of all large firework debris) of the fireworks display. The launch site, safety plan, proof of insurance and approval for the permit will be worked through the Fire Chief and the city.

The City will be responsible for security outside of the firework fallout perimeter, to provide audio/sound system, waiving any permit fee, and providing safety vehicles such as firetrucks and an ambulance during the launching of the firework display.

For these services, the city of Eagle Mountain agrees to pay Dragon Dynamite Displays LLC the total cost of the display. We ask for a 50% deposit by June 1, 2024 and ask for the remaining 50% to be paid within 14 days after the firework display.

****If the agreement is signed by May 15, 2024 and the deposit is received by June 1, 2024 we will add an additional 18 – 5" shells and an additional 450 shots in finale cakes to pack an additional punch for the finale.****

In the event that weather, COVID-19 conditions, or an act of God requires postponement of the display a date to reschedule the firework display will be agreed upon by Dragon Dynamite Displays and the city and launched within 60 days of the original firework display.

To accept this contract, please sign and return.

Name Austin Sackett

Date 4/18/2024

Signature Austin Sackett

Name

Date

Signature

Let Freedom Ring!!!



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE: RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Brand and Marketing Playbook

ITEM TYPE: Resolution

FISCAL IMPACT: N/A

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tyler Maffitt, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends the City Council approve a Resolution Amending the Eagle Mountain City Brand and Marketing Playbook.

BACKGROUND:

At the January 16, 2024 meeting, the Eagle Mountain City Council adopted the Brand Playbook via resolution. It was requested during that meeting that the document also include a section about the history of Eagle Mountain. This Amended Resolution introduces that addition to the Brand Playbook.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Amend City Playbook](#)

[Eagle Mountain Playbook Amended - History Section](#)

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN CITY BRAND AND MARKETING PLAYBOOK

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to amend the Eagle Mountain City Brand and Marketing Playbook, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Eagle Mountain City Brand and Marketing Playbook is amended as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of May 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 7th day of May 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

Eagle Mountain City Brand & Marketing Playbook

2024



SECTION 1

Community History

Contents

Ancient History

Pioneer History

Incorporation & Growth

1 Community History

FROM ITS EARLIEST DAYS as an area inhabited by ancient hunter-gatherer tribes to the current thriving city, Eagle Mountain's beauty and wide open spaces have long been a haven for those who want to connect with the natural world.

This history is the foundation of our current community—from our reverence for our dark skies and wide open spaces to the remembrance of the Pony Express with our annual Pony Express Days & Rodeo. Our branding invites others to come and explore our valley's rich history and heritage while celebrating all who have come before to the community we recognize today.

Ancient History

The first evidence of people in Eagle Mountain's Cedar Valley dates back to the Middle Archaic Period (from 5000 to 2000 BC) and the Late Archaic Period (from 2000 BC to 300 BC). Petroglyphs from this era were etched into the rocks throughout the Cedar Valley, including where Eagle Mountain City Center exists today. Some of these petroglyphs are still visible now, such as the Three Warriors Petroglyph, which can be seen on a short hiking trail. The people who lived in Cedar Valley at this time would have been nomadic hunter-gatherers who didn't create permanent village sites.

From roughly 1 AD to 1300 AD, the Fremont tribes inhabited the area now occupied by Eagle Mountain City. Unlike the tribes who lived in the area before, the [Fremont people](#) established more permanent dwellings of adobe and farmed the land with crops like corn, beans, and squash. Some petroglyphs



found in the Eagle Mountain area may have been created by the Fremont.

The Fremont people left Cedar Valley around 1300 AD, [possibly due to drought conditions](#), which made farming difficult. The Goshute tribe, who were part of the Western Shoshone tribe, came to the area around 1000 AD. The Goshute were a hunter-gatherer tribe and often lived in desert areas with limited access to water. They were the primary indigenous people living in the area when American settlers arrived.

Pioneer History

The territory that became the state of Utah was first settled by European Americans in 1847 when Brigham Young led a group of 148 Latter-day Saints to the Salt Lake Valley to escape religious persecution. Over time, as more and more pioneers journeyed to Utah, additional settlements were built throughout the state. The town of Cedar Fort, just west of where Eagle Mountain was later developed, was settled in 1851, and Cedar Valley became a county in 1856, though it was [dissolved in 1862](#).



The Pony Express, which operated from April 1860 through October 1861, ran through what is now Eagle Mountain. Of the 190 Pony Express stations on the Central Route from St. Joseph, Missouri, to Sacramento, California, 20 were in Utah. Riders were expected to ride routes of 75 to 125 miles a day with the goal of moving mail across the country in just 10 days—half the time it took to go by stagecoach. The waystations were 10 to 15 miles apart, and riders were furnished with fresh horses and whatever else they might need before they took off again at a gallop to the next station.

A man named Joseph Dorton operated a station known as Joe's Dugout in current-day Eagle Mountain. The station consisted of a rock house for him and his family, a log barn to house the horses of the Pony Express, and a dugout, which gave the station its name. Dorton and his wife, Martha, also ran a grocery store at the station, where they sold baked goods to travelers and the soldiers stationed eight miles west at Camp Floyd.



Unfortunately, despite being a publicity success, the Pony Express was never a financial one. The operating company was often in the red by as much as \$1,000 a day. However, the real threat was technological. Just a year after the Pony Express began operation, the Overland Telegraph was completed, making the Pony Express obsolete nearly overnight as messages could be relayed instantly.

Today, a dry well can still be seen at the site of Joe's Dugout. Dorton hired two missionaries from the Church of Jesus Christ of Latter-day Saints to dig this well. After digging 350 feet without hitting water, the project was abandoned, and Dorton and his wife had to haul water from the Jordan River instead. The missionaries stayed on at the station for a time, reporting on Johnston's Army at Camp Floyd at the behest of Porter Rockwell, who was stationed at Camp Floyd as a deputy U.S. Marshall. Legend also has it that Rockwell accosted an outlaw running through Joe's Dugout. The outlaw shot Rockwell through the chest, but Rockwell stayed standing and dispatched the outlaw with a rifle before leaving the body in Dorton's dry well.

The station at Joe's Dugout wasn't in use for long, according to some accounts. Because the well was dry, it wasn't a practical waystation. However, Dorton and his wife sold buckets of water hauled from the Jordan River for 25¢ each, and Dorton's family stayed at the station until he was 78. A commemorative plaque near the well can be seen today in Eagle Mountain on Pony Express Parkway, north of Hidden Hollow Elementary School.



2006 PONY EXPRESS DAYS



2022 SUMMER BASH & LASER SHOW



2023 FAMILY FUN NIGHT



2023 FAMILY FUN NIGHT



2009 EAGLE MOUNTAIN SKATE PARK



2009 MOUNTAIN RANCH BIKE PARK

Incorporation & Positive Change

In 1994, a group of friends—including real estate developer John Walden and two physicians, Andrew Zorbis and Scott Gettings—[purchased the land that became Eagle Mountain City](#) at a bankruptcy auction. When the initial plans for the area didn't work out, the developer, John Walden, shifted gears. He was enchanted by Eagle Mountain's natural beauty and decided to develop the land. At the time, nearly no one lived in this remote area west of Utah Lake.

The early development and incorporation of Eagle Mountain required overcoming a number of challenges. Many of these felt like “chicken or the egg” scenarios—such as not being able to develop without incorporating but not being able to incorporate without residents who were registered to vote, or the struggle to get utilities installed without prohibitive investments on the part of the developers. Eventually, the area incorporated included Walden's holdings as well as two additional developments to the north—Cedar Pass Ranch and Harvest Haven, owned by the Church of the United Apostolic Brethren (CUAB). It was through the hard work and tireless efforts of many key individuals that the community of Eagle Mountain became Utah's 22nd municipality on 42 square miles of the Cedar Valley. **These individuals include the following:**

APPOINTED OFFICIALS:

- **Mayor Debbie Hooge** (resident/real estate agent)
- **Nick Berg** (resident/Walden employee and real estate agent)
- **John Jacob** (Cedar Pass Ranch resident and water broker)
- **Diane Bradshaw** (Cedar Pass Ranch resident)
- **Cyril Watt** (CUAB leader and resident of Harvest Haven)

CITY OFFICIALS (ELECTED):

- **Mayor Debbie Hooge** – first mayor
- **Rob Bateman** – councilmember and second mayor
- **Diane Bradshaw** – councilmember
- **Cyril Watt** – councilmember
- **Dan Valentine** – councilmember

EAGLE MOUNTAIN PROPERTIES – CITY CENTER

- **John Walden**
- **Andy Zorbis**
- **Nick Berg**
- **Mike Wren**

THE RANCHES - CEDAR PASS RANCH

- **Scott Kirkland**
- **Bob Lynds**
- **Phil Nolan**
- **Grant Marsh**

From the beginning, Eagle Mountain was planned to be visually beautiful as well as accessible for Utah families and residents. The developers' goal was for residents to be able to live, work, and play in a self-sustaining community.

When the town was incorporated in 1996, there were 250 residents. It was reclassified from a town to a city in 2001 and had grown to over 65,000 residents by the end of 2023. Eagle Mountain is geographically the third-largest city in Utah, and its residents continue to make history as the area grows and expands.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Authorizing the Finance Director and Treasurer to Make Changes to the Eagle Mountain City Public Treasurers' Investment Fund (PTIF) Accounts		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	N/A		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Gina Olsen, Recorder's Office PRESENTED BY: Fionnuala B. Kofoed	RECOMMENDATION: Staff recommends that the City Council adopt the Resolution of Eagle Mountain City, Utah, Authorizing the Finance Director and Treasurer to Make Changes to the Eagle Mountain City Public Treasurers' Investment Fund (PTIF) Accounts. BACKGROUND: The State Treasurer's Office requests that entities utilizing the State PTIF accounts adopt a resolution naming at least two individuals who are authorized to make the following changes to the organization's PTIF accounts: 1. Add or delete users to access and/or transact PTIF accounts; 2. Add, delete, or make changes to bank accounts tied to PTIF accounts; 3. Open or close PTIF accounts; and 4. Complete any necessary forms in connection with such changes. With recent staff appointments, it is necessary for the City Council to adopt a new resolution updating the names of those authorized to utilize the PTIF accounts. ITEMS FOR CONSIDERATION: REQUIRED FINDINGS:		

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--PTIF Authorized Users](#)

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH AUTHORIZING
CERTAIN EMPLOYEES TO ACCESS
PUBLIC TREASURERS' INVESTMENT FUND ACCOUNTS

WHEREAS, the Utah State Treasurer's Office requires public entities to authorize users to access Public Treasurers' Investment Fund (PTIF) accounts;

NOW, THEREFORE, BE IT RESOLVED by the Eagle Mountain City Council that:

1. The employees named on the Public Entity Resolution form, attached to this Resolution as Exhibit A, be authorized to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Eagle Mountain City.

2. This Resolution shall be effective on the date it is adopted.

ADOPTED by the City Council of Eagle Mountain City this 7th day of May 2024.

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 7th day of May 2024.

Those voting yes:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those voting no:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Those abstaining:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Jared Gray
- ☐ Rich Wood
- ☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Tom Westmoreland (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Eagle Mountain City (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)
Erin Hart	Treasurer	ehart@emcity.org	
Paula Buck	Deputy City Treasurer	pbuck@emcity.org	
Kimberly Ruesch	Administrative Svcs Director	kruesch@emcity.org	

The authority of the named individuals to act on behalf of Eagle Mountain City (Name of Legal Entity) shall remain in full force and effect until written revocation from Eagle Mountain City (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 7th day of May, 2024, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
		Tom Westmoreland	Mayor

STATE OF UTAH)
)
COUNTY OF _____)

Subscribed and sworn to me on this 7th day of May, 2024, by Tom Westmoreland (Name), as Mayor (Title) of Eagle Mountain City (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature _____



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE: RESOLUTION - A Resolution of Eagle Mountain City, Utah, Proclaiming Eagle Mountain City, a Monarch USA City and Supporting the Improvements to the Available Monarch Butterfly Habitat in Eagle Mountain City

ITEM TYPE: Resolution

FISCAL IMPACT:

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Fionnuala Kofoed, Admin

PRESENTED BY:

RECOMMENDATION:

Staff recommends the City Council approve the Resolution of Eagle Mountain City, Utah, Proclaiming Eagle Mountain City, a Monarch USA City and Supporting the Improvements to the Available Monarch Butterfly Habitat in Eagle Mountain City.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Monarch City USA](#)

RESOLUTION NO. R- -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH PROCLAIMING
EAGLE MOUNTAIN CITY, UTAH, A MONARCH USA CITY
AND SUPPORTING THE IMPROVEMENTS OF THE AVAILABLE
MONARCH BUTTERFLY HABITAT IN EAGLE MOUNTAIN CITY**

PREAMBLE

WHEREAS the City of Eagle Mountain (hereafter “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS the City Council is the legislative body of the City; and

WHEREAS wildlife habitats and all wildlife that depend upon them have been recognized by the City as being of vital importance to the quality of life for all residents, as evidenced by the significant and meaningful steps the City has undertaken to preserve and protect them; and

WHEREAS Monarch butterflies are not only an important pollinator species, but their migratory behaviors make Eagle Mountain City a potentially important layover point in their migration and life cycle; and

WHEREAS the Monarch butterfly population has experienced a major decline due to many factors, and it is possible for actions taken by Eagle Mountain City and its residents to contribute toward keeping these unique and beautiful butterflies from becoming endangered.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain, Utah, that:

- Section 1. The City hereby declares it has joined Monarch City USA, a nationwide organization devoted to increasing desirable habitat for Monarch butterflies and boosting their population.
- Section 2. The City encourages all residents who can include native milkweed and nectar producing plants in Monarch Waystations in their yards and gardens and will provide information to residents to accomplish the same.
- Section 3. The City continues to use and will expand its inclusion of the vital milkweed and nectar producing plants in its recommended plant lists and seed mixes and will include them in the landscaping of parks and other City properties, as well as investigate possible Monarch Butterfly Sanctuary sites in Eagle Mountain.
- Section 4. The City will continue its educational programs for residents in support of Monarch butterflies along with other important flora and fauna and join the

national movement to support Monarch butterfly habitat development by purchasing and placing Monarch City USA signs at appropriate sites. The signs honor the City's commitment to better habitats for monarchs and let citizens and visitors know of our belief in better habitats for wildlife and the marvelous Monarch butterflies.

PASSED and APPROVED the 7th day of May 2024.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	None		
APPLICANT:	Eagle Mountain City		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Angela Valenzuela, Admin

PRESENTED BY:

Angela Valenzuela

RECOMMENDATION:

Staff recommends the City Council approve a Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Employee Policies and Procedures Manual.

BACKGROUND:

Staff will be addressing several areas in the Employee Policies and Procedures manual in the coming months. At this time, staff recommends the following updates to the manual:

- 1) References to "City Administrator" will be updated to "City Manager" per the recent amendment to City Code.
- 2) 18.10.Termination Procedures, section F under Outstanding Pay. Staff recommends changing this from "Within one (1) workday..." to "The following payroll...". If requested sooner by the employee, payroll will do what they can to accommodate the request.
- 3) 5.35 Personal Use of City Equipment and Facilities section G under Non-City Use of Equipment. Staff recommends changing this to read that "City equipment cannot be used at any time for personal use." Any reference to staff renting equipment in the policy will be removed from the manual and the fee schedule.
- 4) 17.10 Causes for Disciplinary Action. Staff recommends including Dishonesty/Lying to the causes for disciplinary action.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Employee Policies and Procedures Manual - Amended](#)
[Amended Employee Policies and Procedures - Redlines](#)

RESOLUTION NO. R- -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
THE EAGLE MOUNTAIN CITY
EMPLOYEE POLICIES AND PROCEDURES MANUAL**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah, finds that it is in the public interest and in the interest of the management of the City and the employees of the City to revise and amend the Eagle Mountain City Employee Policies and Procedures Manual in use, up to the date of this Resolution; and

WHEREAS, the Eagle Mountain City Employee Policies and Procedures Manual has been edited, reviewed, and compiled to represent the needs of the City and the rights and responsibilities of its employees and should be amended as presented in Exhibit A;

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

1. The Eagle Mountain City Employee Policies and Procedures Manual is hereby amended and adopted as set forth specifically in Exhibit A.
2. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of May 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 7th day of May 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala Kofoed, MMC
City Recorder

Exhibit A



Eagle Mountain City

Employee Policies and Procedures Manual

Prepared by the Human Resources Department.
Last Revision: October 3, 2023.

For questions regarding the content of this manual, please contact the Human Resources Manager at 801-789-6604.

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Preface

It is the policy of Eagle Mountain City (City) to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of the City and its employees.

THE EAGLE MOUNTAIN CITY POLICIES AND PROCEDURES MANUAL IS NOT, AND SHALL NOT BE CONSTRUED AS, AN EXPLICIT OR IMPLIED CONTRACT, SHALL NOT MODIFY ANY EXISTING AT-WILL STATUS OF ANY CITY EMPLOYEE, AND SHALL NOT CREATE ANY DUE PROCESS REQUIREMENT IN EXCESS OF FEDERAL OR STATE CONSTITUTIONAL OR STATUTORY REQUIREMENTS.

It is also the policy of the City to comply with Federal and State Equal Employment Opportunity guidelines. All employment decisions will be made without unlawful regard as to race, color, religion, sex, national origin, age or disability. To this end, the City will not engage in any unlawful discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, age, or veteran status, and will ensure that applicants and employees are treated without unlawful regard to these characteristics.

Additionally, it is the policy of the City to strive for safety in all activities and operations and to carry out the commitment of compliance with health and safety laws applicable to the City by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

The City reserves the right to change any of its policies and/or procedures set forth in this Manual (defined below) at any time for any reason. Therefore, if you have suggestions or comments concerning the content of this Manual, please submit them, in writing, to the Mayor for review and consideration.

Introduction

Welcome to employment with Eagle Mountain City! We are pleased to have you as part of the team serving City residents.

Experience has shown that written policies promote consistency, continuity, and understanding within an organization. The 2020 Eagle Mountain Policies and Procedures Manual (Manual) also aids in consistently achieving fair and equitable interpretation of policy. Employees are expected to uniformly follow and administer the policies and procedures set forth in this Manual to the best of their abilities and understanding.

As an employee of the City, you are expected to read, understand, and follow the policies and procedures contained in this Manual. No employee, officer, agent, or other representative of the City has any authority to enter into any agreement for employment for any specified period of time or to make any agreement or representation, verbally or in writing, which alters, amends, or contradicts the provisions of this Manual.

It is the obligation of all City employees to conduct themselves in conformity with the principle of Equal Employment Opportunity at all times. All employment activities including, but not limited to, advertising, recruitment, hiring, promotion, demotion, transfer, disciplinary action, separation from employment, compensation, and training, shall be conducted without unlawful regard to race, color, religion, sex, national origin, age, or disability.

If there are questions pertaining to policies contained herein, please do not hesitate to contact the Human Resources Department. We wish you the best of luck and success in

your position and hope that your employment relationship with the City will be a rewarding experience.

Sincerely,

Mayor and City Council

Eagle Mountain City

Policies & Procedures

1. Equal Employment Opportunity

1.00 | General Policy

Last Revision: --/--/----

It is the policy of the City to comply with Equal Employment Opportunity (EEO) standards in all phases of personnel administration, job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, etc., without unlawful regard to race, color, religion, sex, age, physical or mental disability, national origin, or veteran status. The City is an equal opportunity employer. The City prohibits any form of unlawful employee discrimination or harassment based on the foregoing factors. The Mayor, or designee, will ensure that the City is in compliance with all EEO standards.

1.05 | Supervisor Responsibilities

Last Revision: --/--/----

The Mayor, or designee, will ensure that the City is in compliance with all of the personnel policies and procedures in this Manual. Additionally, the Mayor, or designee, will ensure that each employee receives a copy of this Manual, either in print form or electronic form, and that the employee signs and dates a Policy Statement and Acknowledgment Form acknowledging receipt of the Manual. The Mayor, or designee, will then cause the signed and dated Policy Statement and Acknowledgment Form to be placed in the employee's personnel file.

1.10 | Employee Responsibilities

Last Revision: --/--/----

Employees are responsible for informing themselves about the policies, practices, and benefits set forth in this Manual by reading them and, if necessary, asking that they be explained to them. As set forth above, all employees are required to sign and date a Policy Statement and Acknowledgment Form stating receipt of this Manual, either in print form or electronic form.

2. Employment Classifications/Compensation

2.00 | General Policy

Last Revision: --/--/----

The City will pay at least minimum wage and overtime to all employees except those who are specifically exempt from minimum wage and overtime under the Fair Labor Standards Act of 1938 (FLSA). The City will also provide equal pay to all employees doing similar work which requires substantially equal skill, effort, and responsibility and is performed under similar working conditions, in accordance with the FLSA and the Equal Pay Act of 1963.

2.05 | Employment Classifications

Last Revision: 07/07/2020

City employees are classified as follows:

- A. Full-time. Full-time employees are employees hired to work the City's normal, full-time, forty-hour workweek on a regular basis. Full-time employees are eligible for all City benefits. All full-time, employees are expected to work a minimum of 40 hours per week, 80 hours per pay period. For nonexempt employees, any hours less than 40 per week must be made up with paid time off (PTO), holiday leave, or compensatory time within the applicable pay period.
- B. Part-time. Part-time employees are nonpublic safety employees hired to work less than 30 hours a week on a regular basis. Part-time employees are not eligible for City benefits.
- C. Temporary/Seasonal. Temporary/seasonal employees are employees hired to work until the completion of a specific assignment, task, or time period, or employees hired to work less than 20 hours per week on a regular basis. A temporary/seasonal employee may be offered and may accept a new temporary assignment with the City and thus still retain temporary/seasonal status. Intern and training positions are considered temporary/seasonal. Individuals working for temporary employment agencies are employees of the respective agency and not of the City.
- D. Elected Officials. All elected officials, except a full-time Mayor, shall be classified as part-time.

Employees will be notified of their initial employment classification during their orientation and will be notified of any changes in their classification. Please direct any questions regarding your employment classification status to the Human Resource Department.

2.10 | Employment Status

Last Revision: --/--/----

To facilitate provisions of the FLSA, employees are classified as either exempt or nonexempt, with respect to eligibility for overtime payment. The classifications are defined as follows:

- A. Exempt. Positions of a managerial, administrative, or professional nature, as defined by the FLSA, shall be exempt from mandatory overtime payment.
- B. Nonexempt. Positions of a clerical, technical, or service nature, as defined by the FLSA, which are covered by provisions for minimum wage and mandatory overtime payment.
- C. Public Safety. Position designated as public safety by the Mayor, or designee

2.15 | Workweek/Work Period

Last Revision: --/--/----

The workweek for employees not engaged in public safety activities begins on Sunday at 12:00:01 a.m. and ends on Saturday at 11:59:59 p.m.

2.20 | Workdays

Last Revision: 07/07/2020

- A. Office and Clerical: Monday – Friday, 7:30 a.m. to 5:30 p.m. Employees work four 10-hour shifts, or five 8-hour shifts.
- B. Public Works: Monday – Friday, 7:00 a.m. to 5:30 p.m.
- C. Part Time: As directed by the Mayor, or designee.
- D. Public Safety: Employees engaged in public safety activities, such as law enforcement and fire protection departments, as directed by the Mayor, or designee.

2.25 | Work Hours

Last Revision: --/--/----

- A. Full-time office and clerical positions: as assigned by Mayor, designee, or supervisor.

-
- B. Full-time public works positions: 7:00 a.m. – 5:30 p.m. including one half-hour (1/2-hour) unpaid lunch period – these are employees engaged in “utility installation/maintenance” activities and other positions as directed by Mayor, or designee.
 - C. Part time: as directed by the Mayor, or designee.
 - D. Employees engaged in public safety activities, such as law enforcement and fire protection: as directed by the Mayor, or designee

2.30 | Attendance

Last Revision: --/--/----

Employees shall be in attendance at their workstations during normal working hours. Refer to the section entitled Employee Code of Conduct for specific policies regarding absences and tardiness.

2.35 | Breaks and Lunch Periods

Last Revision: 07/07/2020

- A. Full time:
 - 1. Breaks: Two (2) fifteen-minute (15-minute) paid breaks are allowed during a standard workday. One break, if taken, must be taken during the first half of the workday, and the second break, if taken, must be taken during the second half of the workday. Breaks cannot be used in conjunction with an extended lunch period or unused breaks to shorten an employee’s workday.
 - 2. Lunch: One half-hour (1/2-hour) unpaid lunch period during a standard workday.
- B. Part time: as directed by the Mayor, or designee.
- C. Employee breaks and lunch periods will be taken at the discretion of the Mayor, or designee, to ensure continuity in the flow of work.
- D. If employees choose to work through their paid breaks, it is their decision to do so and no extra compensation will be paid for the extra time worked.
- E. Employees engaged in public safety activities, such as police and fire departments: as directed by the Mayor, or designee.
- F. Pursuant to Section 7 of the Fair Labor Standards Act (FLSA), an employee who is nursing will be allowed reasonable break time as needed to express milk for her nursing child for one year following the child’s birth. Break rooms shall be free from intrusion from co-worker

and the public. Such rooms shall be designated on an as-needed basis by the nursing mother's department head. Designated area will not be a bathroom.

2.40 | Compensatory Time Off

Last Revision: --/--/----

- A. Only nonexempt employees may receive compensatory time off in lieu of overtime pay.
The City's policy is to pay such employees working overtime unless the employee's supervisor approves compensatory time in advance. The employee's supervisor reserves the right to schedule when an employee's accrued compensatory time off will be used. Written employee requests to use their accumulated leave, including compensatory time during specific dates and times, must be approved by the employee's supervisor, who shall honor the requests unless granting the compensatory time off would create substantial hardship to the City. Employees who have accrued compensatory time before changing into exempt status have one (1) year from status change to use it.
- B. Overtime will be paid after employees have accumulated specific maximum amounts of compensatory time off during any work period as follows:
 - 1. For employees not engaged in public safety activities, not more than forty (40) hours of compensatory time off may accrue.
- C. Compensatory time off will be accumulated at the rate of one-and-one-half (1.5) times the regular hourly rate.

2.45 | Overtime Pay/Special Situations

Last Revision: 07/07/2020

- A. For nonexempt employees not engaged in public safety activities, overtime pay applies for over forty (40) hours worked in a workweek and shall be compensated at the rate of one-and-one-half (1.5) times the regular hourly rate of the employee.
- B. For employees not engaged in public safety activities; if a holiday, PTO, falls within a workweek, the employee must actually work forty (40) hours over and above these hours before overtime applies. If an employee is regularly scheduled by their supervisor to work on a holiday for 4 or more hours, such employee will:
 - 1. Receive regular holiday pay, plus a \$50 holiday premium pay; or

2. With approval of the Mayor, or designee, be allowed to take a day off in lieu of the regular holiday pay at a later date, provided such in-lieu-of date is within 30 days of such holiday.
- C. Overtime shall be approved by the Mayor, or designee, before it is worked, except for public safety activities, such as law enforcement officers and firefighters. Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.
1. Public safety employees, such as law enforcement officers and firefighters, may work overtime without prior authorization only in emergency situations.
 2. Public safety employees, such as law enforcement officers and firefighters, who work overtime in emergency situations shall notify the Police/Fire Chief as soon as possible of the amount of overtime worked.
 3. Work time for non-exempt employees could include checking and responding to work-related messages. To avoid unnecessary overtime, non-exempt employees shall not use City-owned wireless devices after hours without advanced permission from the Department Head or ~~City Administrator~~[City Manager](#), unless the employee is in an on-call status.
- D. If the Mayor or City Council has declared a “disaster emergency,” employees who are called in to assist during the designated disaster period, regardless of the number of actual hours worked prior to the designated disaster period, will be paid at the rate of one-and-one-half (1.5) times the regular hourly rate of the employee for emergency hours worked outside of, or in addition to, their normal schedule. Hours worked under the condition described in this paragraph shall be paid and cannot be accrued as compensation time. During designated disaster periods, exempt employees may be eligible for overtime pay, as approved by the Mayor.

2.50 | Work Records

Last Revision: 07/07/2020

- A. All non-exempt employees of Eagle Mountain City are required to maintain an accurate and legible record of all their hours worked for Eagle Mountain City on timecards, either in print form or electronic form.

- B. All non-exempt employees of the City shall complete and sign, as verification of accuracy, a timesheet, showing all hours worked, including approved overtime.
- C. All exempt employees shall complete and sign, as verification of accuracy, a work period record, showing any type of leave taken during such work period, either in print form or electronic form.
- D. Completed timesheets will be submitted to the employee's supervisor for approval. The timesheets should then be forward to the Human Resources Department for review and payment. Falsification of timesheets or failure of the employee to timely submit timesheets to the employee's supervisor will result in disciplinary action up to and including termination.

2.55 | After-hour On-call/Call-out

Last Revision: 07/07/2020

A. On-Call.

1. One (1) employee from Water, Sewer, Parks, Streets, and/or Stormwater will be on call for after-hours emergencies. These employees will be on call for an assigned period of time. During the period these employees are on call, they will be required to answer their cellular phone at any time and must remain within a 30-minute response time of the City for that period of time. In the event of an emergency, the on-call employee will be the first contact and will be notified through a call placed to their cellular phone.
2. The on-call employee will receive additional compensation of one (1) hour of straight time for each day they are on call seven (7) hours for a period of one week. If the on-call employee is called out for an emergency after normal working hours, such hours will be paid at an overtime rate, 1.5 times their hourly rate, with a two-hour minimum.

B. Call-Out.

1. In the event that additional assistance is required beyond that which can be provided by the first contact on-call employee, other employees with technical expertise may be called out with the other on-call employees.
2. If an employee who is not the first contact is called out to provide additional assistance for an after-hour emergency, they will be compensated at the overtime rate of 1.5 times their hourly rate, with a two-hour minimum.

2.60 | Safe Harbor Provision

Last Revision: --/--/----

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- A. If an employee believes that they have not been appropriately compensated, or are subject to inappropriate deductions from their salary, the employee shall utilize the City's grievance procedure to resolve this matter.
1. During the grievance process, if it is determined that the City was not appropriately compensating the employee or was otherwise making inappropriate deductions from an employee's salary, the City shall reimburse the employee for all compensation not paid or improperly deducted.
 2. If it is determined during the grievance process that the City failed to appropriately compensate the employee, or made improper deductions from an exempt employee's salary, the City shall take steps to correct the problems leading to the grievance.

3. Salary Planning

3.00 | General Policy

Last Revision: 07/07/2020

The City is committed to maintaining wage ranges which are competitive with other Wasatch Front cities. Periodically, the Mayor, or designee, shall conduct a wage and benefits survey of cities of comparable size, or cities that provide similar services, to ensure that the City is offering competitive pay ranges. Based on the market and classification analysis, the Mayor will review wage ranges and benefits and may recommend changes, as appropriate. The Mayor may make recommendations for market adjustments for specific job classifications or for the City as a whole.

Since City positions are not always equivalent with positions in cities of comparable size or cities that provide similar services, a classification analysis may also be done on each City position in conjunction with the market survey. The wage and benefit survey and classification analysis consider such factors as:

- A. Education and experience requirements;
- B. Supervisory and financial responsibilities;
- C. Level of risk in the position and the analytical requirements of the position;

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- D. Prevailing rates of pay for similar employment in both public and private organizations;
 - E. Cost of living factors;
 - F. Other benefits received by employees; and/or
 - G. The financial policy and economic conditions of the City.

3.05 | New Employees Pay

Last Revision: 07/07/2020

Pay for newly hired employees shall normally be set at the minimum of the pay range assigned to a job classification. However, the Mayor may authorize pay for approved new hires as warranted by job qualification and experience within the range, subject to budget limitations.

3.10 | Merit Increase

Last Revision: 07/07/2020

Please refer to [Section 3.00 | General Policy](#) for information on wage and benefits surveys to ensure competitive pay ranges.

3.15 | Cost of Living Adjustments

Last Revision: 07/07/2020

Please refer to [Section 3.00 | General Policy](#) for information on wage and benefits surveys to ensure competitive pay ranges.

3.20 | Promotion

Last Revision: --/--/----

- A. At the discretion of the Mayor, or designee, a salary increase may be granted to an employee receiving a promotion. Such new salary shall be at least the minimum of the new range.
- B. The Mayor, or designee, may approve an increase up to the midpoint of the new range when a promotion results from a competitive recruitment to a new position level. Such an adjustment shall be based on exceptional qualification and subject to budget limitations.

3.25 | Reclassification

Last Revision: 07/07/2020

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- A. If the Mayor, or designee, reclassifies a position to a higher level, the Mayor, or designee, shall adjust the incumbent's salary to at least the minimum of the new range, based upon increased responsibility.
 - B. A reclassification increase is subject to budget limitations.
 - C. If the Mayor, or designee, reclassifies a position to a lower level, the incumbent's salary shall remain the same. If the incumbent's salary exceeds the maximum of the new range, the incumbent is ineligible to receive a salary increase until the salary range increases to incorporate the incumbent's pay rate.

3.30 | Demotion

Last Revision: 08/18/2020

If an employee is demoted, either voluntarily or involuntarily, the Mayor, or designee, may treat the employee's salary according to [Section 3.25 | Reclassification, Paragraph C](#), or reduce the salary to the applicable pay range.

4. Benefits

4.00 | Benefits

Last Revision: --/--/----

Employees are eligible for employee benefits as described in this section.

4.05 | Workers' Compensation

Last Revision: 08/18/2020

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- A. All employees are covered by Workers' Compensation, which provides medical reimbursement and disability benefits for job-related illness or injury. An employee does not accrue benefits while receiving Workers' Compensation payments. For exact compensation coverage, check the Workers' Compensation contract on file with the City.
 - B. Employees may use accrued PTO to make up the difference between Workers' Compensation benefits and their base pay.
 - C. An employee who sustains a bona fide, on-the-job injury may seek medical attention from a hospital or WorkCare, as appropriate. They must tell the doctor HOW, WHEN, and WHERE the accident occurred. The doctor will complete a medical report and copies of this report

should be sent within seven (7) days to the insurance carrier, the Industrial Commission, and to the injured worker (Please Note: do not submit doctor or hospital bills for on-the-job injuries or illness to the regular medical plan).

- D. Reporting the accident or illness is critical to qualification for payment under Workers' Compensation. If an employee is injured while on the job, no matter how minor, the circumstances should be reported to the Mayor, or designee, immediately. After the required report (copies of this form may be obtained by contacting the Human Resource Department) is filled out, a copy must be sent to the insurance carrier and to the Industrial Commission within seven (7) days of the date of injury. If the injury is something of a serious nature, broken bones, hospitalization, fatality, etc., then the Industrial Commission needs to be notified within 8 hours by the Employer.
- E. While on leave because of a bona fide, on-the-job injury or illness, an employee must contact their supervisor, Mayor, or designee, to report on their condition. Failure to provide the required medical status reports may result in revocation of the leave and/or disciplinary action, up to and including termination.
- F. All employees must return to work after the approval of the attending physician. A statement from the attending physician stating the employee is able to resume normal duties will be required before returning to work. Failure to return to work when directed may result in disciplinary action, up to and including termination. An employee who is able to return to work in light duty status may be required to work in a different department and perform duties not contained within their current job classification.
- G. At the time of final release or settlement of a Workers' Compensation claim, if no vacancy exists, and if a reasonable effort which has proven to be unsuccessful has been made to place the employee in another position, they may be terminated and paid any accrued benefits due to them.

4.10 | Insurance

Last Revision: 08/18/2020

- A. Disability Insurance. The City provides long-term disability insurance for benefit-qualified employees in lieu of the coverage typically provided by the social security system.

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- B. Medical Health Insurance. The City provides health insurance for benefit-qualified employees. Subject to budget limitation, the City generally pays the full cost of single, double, or family coverage for the least expensive medical option offered by the City. Any full-time employee may carry a more expensive medical option by paying the difference in cost.
- C. Option for City to Make Additional Contributions to Employee Retirement Account. If an employee has health benefits through another health insurance plan and the benefits and evidence of such insurance are acceptable to the Mayor, or designee, then upon written request by such employee, the City may at its option make an additional contribution into such employee's 401(k) or 457 retirement account maintained by the Utah State Retirement System in an amount equal to the premium of the City-sponsored health insurance plan for single coverage.
- D. Life Insurance. The City provides a basic life insurance policy for benefit-qualified employees free of charge.
- E. Insurance Termination and Conversion.
1. Termination. When an employee is separated from employment with the City, the City will cease making contributions to the employee's insurance plans.
 2. Conversion. The City shall comply with the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

4.15 | State and Federal Unemployment

Last Revision: --/--/----

All employees are generally covered by the benefits of State and Federal Unemployment.

4.20 | Continuing Education

Last Revision: 06/15/2021

Employees are encouraged to obtain continuing education through attendance at job-related seminars. Requests for attendance must be approved in advance by the Mayor, or designee.

- A. Required by City. When the City requires an employee to attend any education or training course, conference, seminar, or certification course, the City will pay for all associated costs

including tuition or registration fees, authorized travel, meals, and lodging, and provide the necessary time off with pay.

- B. Encouraged by City. Employees are encouraged to further their education and training in areas that will enhance their job performance. Upon advance approval by the Mayor, or designee, and upon successful completion of relevant training courses, employees shall be reimbursed for tuition fees, materials, and other necessary and approved expenses upon presentation of proper receipts, up to a maximum of \$2,500 per City fiscal year, subject to budget availability (or as otherwise approved by the Mayor, or designee, as part of an employee's total compensation package). Proof of successful completion shall be submitted to the Mayor, or designee, and shall include one of the following:
1. A certificate indicating successful course completion, if applicable;
 2. A grade point average of 2.0 or higher on a 4.0 (A, B, C, D) scale; or
 3. A grade of pass on a pass/fail grading system.

4.21 | Remote Work Program

Last Revision: 8/18/2020

- A. The Remote Work Program (RWP) is a management tool that may be used to increase productivity and morale of employees, boost efficiency in the use of space, reduce operational costs, lessen the environmental impact of vehicle travel, and accommodate special needs of eligible employees.
- B. The City encourages the use of the RWP where it will be a mutual benefit of employees, the City, and the City's stakeholders. The RWP is not an employee benefit intended to be available to all City employees; rather, it is a work option used at the department's discretion, such as flexible work schedules and alternative work schedules.
- C. The RWP allows eligible employees to work from home or from another location for all or part of the workweek.
- D. Remote work is not a Citywide benefit or entitlement, and in no way changes the terms and conditions of employment with the City.
- E. Remote work is a regular or temporary agreement between employees and the City to work from a non-office location. Either an employee or a supervisor can suggest remote work as a possible work arrangement.

- F. Eligibility: To be eligible, employees must meet the following criteria:
1. Probation Period. Successfully complete new hire probation prior to start date of remote work, unless remote work is mandated as part of the job description.
 2. Suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote work employees.
 3. Job Responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for remote work.
 4. Work History. Employee must have demonstrated the capability to work productively without direct supervision. For example, consistent high performance, excellent attendance, a positive attitude toward assigned work, self-motivation, and no relevant discipline problems in the employee's work history.
 5. Recommendation. The employee's immediate supervisor must recommend the employee for eligibility through the Remote Work Application.
- G. To be considered for remote work, employees must submit a completed Remote Work Application to Human Resources.
- H. If the Remote Work Application is approved, the employee will be required to sign a Remote Work Agreement, which is approved by the Supervisor, Department Head, Human Resources, and the ~~City Administrator~~[City Manager](#), or designee.
- I. Remote work may be discontinued at any time at the request of the City or employee.
- J. Remote working is a privilege rather than a universal employee benefit or right. The City has the right to offer remote work to an employee and to unilaterally terminate a Remote Work Agreement at any time. Employees do not have a property interest in remote work. In no circumstances are employees entitled to due process related to any City decision on remote work issues, including approvals, denials, or a City decision to discontinue a Remote Work Agreement, and all such decisions are not grievable.
- K. The RWP is a voluntary program unless specifically stated as a condition of employment. Employees may decline remote work if the option is presented. The employee may also discontinue the arrangement at any time, unless otherwise specified in the Remote Work

Agreement. The City reserves the right to make working from home mandatory on a temporary basis, as deemed necessary by the City.

L. Remote work may be temporarily suspended due to the City's operational needs.

M. Supervisors should monitor the work environment for any negative effects a remote work assignment may have on the workload or morale of the co-workers of the remote worker, and may need to suspend or terminate the remote work assignment to ensure equal workloads and harmonious relations amongst staff.

4.25 | Investment Account

Last Revision: 08/18/2020

The City does not participate with the social security system. Subject to budget limitations, the City will match up to 6.2 percent of the employee's salary, when an employee makes a contribution into their City-approved investment account.

4.30 | Retirement System

Last Revision: --/--/----

All City employees who are not part-time, temporary/seasonal employees and who receive at least one benefit normally provided by the City are enrolled in the Utah State Retirement Systems (URS) Public Employees Non-Contributory Retirement Plan. (This is in addition to their investment account in lieu of Social Security coverage.) The City will contribute the required payments for the Public Employees Non-Contributory Retirement Plan. Full-time elected officials, taking office after June 30, 2011, are restricted to participation in the URS Tier 2 Defined Contribution Plan. Part-time elected officials are ineligible under Tier 2, so no statutory contributions are required.

5. Employee Code of Personal Conduct

5.00 | Professionalism

Last Revision: --/--/----

The City is a professional association whose purpose, among others, is to provide professional services to its citizens. Its employees must adhere to high standards of public service that emphasize professionalism and courtesy. Employees shall efficiently and effectively carry out the work items assigned, maintain good moral conduct, and do their part in maintaining good

relationships with citizens, fellow employees, and any members of the public while working and representing the City.

5.05 | Privileged Information

Last Revision: --/--/----

City employees involved with information of significant public interest may not use this privileged information for personal gain, nor to benefit friends or acquaintances. If an employee has an outside interest which could be affected by any City plan or activity, this situation must be reported to the Mayor, or designee, immediately. Each employee is charged with the responsibility of ensuring only information that should be made available to the general public is released as defined in the Government Records Access and Management Act (GRAMA).

5.10 | Confidentiality

Last Revision: --/--/----

Fellow employees have an unquestionable right to expect all personal information about themselves, their health, their family, and financial circumstances to be kept confidential. Every employee has an obligation to protect this confidence. Never discuss privileged information with others who are not authorized to receive it, either inside or outside the office.

5.15 | Gifts and Gratuities

Last Revision: --/--/----

City employees are prohibited from soliciting or accepting any gift, privilege, gratuity, favor, entertainment, loan, or item of monetary value from any person seeking to obtain business with the City, or from any person within or outside the City employment whose interests may be affected by the employees' performance or nonperformance of official duties, except under circumstances allowed by the Utah Public Offices and Employee Ethics Act, Utah Code Ann. § 67-16-1, et seq.

5.20 | Attendance

Last Revision: --/--/----

Regular attendance and punctuality are essential to providing high-quality work, service to customers, and to avoid extra work for fellow employees. The following information defines

excused absences, unexcused/unauthorized absences, excessive tardiness, and excessive absences:

- A. Excused Absences. Excused absences may include but not be limited to personal illness, illness in the immediate family, bad weather that prohibits attendance, and important personal business that cannot be resolved after working hours.
- B. Unexcused/Unauthorized Absences. Unexcused/unauthorized absences are not tolerated. Any unexcused/unauthorized absence for any length of time may result in disciplinary action, up to and including termination. When an employee is going to be late or will not be able to report to work, the employee must notify his supervisor prior to the scheduled work time. If the employee is ill or has an emergency, he should notify his supervisor as soon as possible on each day of absence
- C. Excessive Tardiness. Reoccurring and unapproved tardiness will not be tolerated. Employees are expected to be at work at the appointed time their shift begins. Department heads and supervisors are given flexibility to work with employees in establishing flexible shift assignments with approval of the Mayor, or designee, so long as service levels are not compromised. Reoccurring tardiness may result in disciplinary action, up to and including termination.
- D. The City expects its employees to be at work at the appointed times. The City also understands that employees may need to take time off for personal matters, and, therefore, offers PTO leave for employees to attend to those matters. These leave options are benefits and privileges, and approval of such may be subject to the needs of the City. Employees who excessively abuse these leave options may be subject to disciplinary action, including termination. If an employee's excessive absences are deemed by the supervisor and Mayor to be detrimental to the City and its ability to perform its services and responsibilities, which are detrimentally unattended to, disciplinary action may result, up to and including termination.

5.25 | Personal Appearance

Last Revision: 10/06/2020

Dress, grooming, personal hygiene and cleanliness standards contribute to the morale of all employees and can affect the business and professional image the City presents to patrons

and visitors. In order to promote professionalism and quality customer service, the City has established the following minimum dress and grooming standards for all employees. Standards of dress shall be appropriate to the job and the tasks to be accomplished.

A. Acceptable Business Casual Attire for Office Personnel.

1. Clothing that projects a professional image. All clothing shall be clean and without rips, holes, etc.
2. Slacks or dress pants. Employees may also wear dress denim jeans that are not ripped or tattered.
3. Casual dresses, skirts and skorts that are no shorter than one inch above the top of the knee.
4. Leggings are allowed under a skirt, dress, or long shirt/long sweater only.
5. Dress shirts, cap-sleeved blouses, golf-type shirts, turtlenecks, and other shirts/blouses appropriate for business setting.
6. Business suits and sports jackets.
7. Men's and women's dress shoes, clogs, boots, flats and dress heels.
8. T-shirts, and hoodies are not acceptable attire in a business casual environment.

B. Acceptable Casual Attire for Field Personnel.

1. Denim jeans must be in good condition, free of holes.
2. T-shirts and sweatshirts must be in good condition.
3. Shorts, if approved by Department Director/Supervisor.
4. Appropriate footwear: work boots, tennis shoes, or similar per job duties.
5. Hats for sun protection or beanies during colder weather, preferably with City logo or no logo.

C. Prohibited Attire.

1. Revealing attire is not permitted; this includes low cut tops, clothing that exposes back, abdomen, breasts, or buttocks.
2. Shorts, except when permitted by Department Director.
3. Spaghetti strap tops, muscle shirts, or tank tops, unless worn with cardigan or jacket.
4. Strapless or backless dresses, unless worn with cardigan or jacket.
5. Flip flops or house slippers.

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6. Tattoos deemed inappropriate or offensive, such as depicting violence, political statements, or profanity, must be covered up during work hours.

D. Grooming and Personal Hygiene.

1. Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes regular bath/shower, use of deodorant, and oral hygiene.
2. Undergarments must not be visible.
3. Hairstyles and facial hair must be neat and professional in appearance. Hairstyles, hair color, beards, mustaches, and sideburns should present a neat and professional style.

E. Corrective Action.

1. Improperly groomed or dressed employees will be subject to corrective action. Repeat offenders may be subject to possible termination. Department Directors shall be responsible to counsel employees failing to meet this policy. When necessary, such employees will be sent home to comply with established standards. Employees will not be paid for missed work under these circumstances, but may be allowed to use PTO, if applicable.

5.30 | Smoking

Last Revision: --/--/----

In compliance with the Utah Indoor Clean Air Act, smoking is not permitted in City facilities. The City also prohibits smoking in City-owned vehicles. Employees smoking in any City facility or vehicle are subject to disciplinary action, up to and including termination. The use of e-cigarettes or other similar devices that provide a vapor of nicotine or other substance or simulate smoking are included in the definition of smoking in the Utah Clean Air Act. Accordingly, the use of e-cigarettes or any similar device will be treated the same as regular cigarettes, and anyone using e-cigarettes in a City-owned building or vehicle will be subject to disciplinary action.

5.35 | Personal Use of City Equipment and Facilities

Last Revision: 07/07/2020

- A. Eagle Mountain City prohibits the use of City IT, computer, and telephone resources for personal for-profit business, religious or political activities, or for personal financial benefit

outside of employment. Offensive (i.e. pornographic), harassing, discriminatory, or illegal (i.e. gambling) activities are prohibited. Personal use of software or applications that disrupt or distract the conduct of City business due to volume, timing, or frequency are considered an unacceptable uses of City resources. The personal use of social networking applications (e.g. Facebook, Twitter, Instagram, and LinkedIn) is not permitted during work time.

- B. Computers. See [Section 23.10 | IT and Computer Security](#).
- C. Personal Use of Printers, Photocopy and Fax Machines. Photocopiers and printers are primarily reserved for City use; however, personal copies and printed materials can be made at a cost of 10 cents per page. Fax machines and scanning devices can be also be used according to the [fee schedule](#) approved by the City Council.
- D. City Vehicles. Policies regarding municipal vehicles are set forth in [Appendix E: Fleet Policies and Procedure Manual](#).
- E. Telephones. Long-distance telephone calls of a personal nature on City-owned telephones are prohibited; local phone calls for personal use are to be made judiciously.
- F. Mobile Phones. It is the policy of the City to provide City-owned mobile communication devices to selected personnel for the convenience of the City and employees in the performance of their official duties. City-owned cellular phones are intended for City business. Personal use of City phones is discouraged; however, the City recognizes some incidental personal use may occur. Personal phone calls should be limited in duration and frequency. Costs associated with applications downloaded to City cell phones are the financial responsibility of the user assigned to the cell phone. Downloaded applications should not be offensive, harassing, discriminatory or illegal (i.e. gambling) in content. Applications with security vulnerabilities should be uninstalled.
- ~~G. Non-City Use of Equipment. City equipment may only be used for official purposes., except when rented for personal use. Specific City equipment may be rented after hours, on weekends, and on government holidays for personal use by employees and the public, based upon the fee schedule set by the City Council. Equipment may not be rented for commercial uses. The availability of equipment is subject to the discretion of the department head who is responsible for the equipment. Renters of City equipment must abide by the terms of the rental agreement.~~

- H. City-Issued Credit or Purchasing Card. A City credit or purchasing card may be issued to certain employees to assist in handling City purchases or travel costs. Please refer to [Section 5.40 | Credit Cards](#) to learn more about appropriate credit card use.
- I. Administrative or Staff Time. Employees should not ask administrative or clerical staff to use City time to work on assignments or perform tasks which are not City-related or are for personal use or gain.

5.40 | Credit Cards

Last Revision: 07/07/2020

- A. By requesting a City credit card, each applicant acknowledges that they have read and understand [Section 5.40 | Credit Cards](#), in its entirety. These procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.
- B. To obtain a City credit card, the employee must complete an Eagle Mountain Credit Card Holder Acceptance Agreement ([Appendix A](#)). All requests will be processed through the Finance Department with final approval by City Administration. The cardholder's signature on the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for credit card policies and procedures.
- C. Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.
- D. Cardholder Responsibility. It is the responsibility of the cardholder to ensure the following. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension, or termination.
 - 1. Read and understand [Section 5.40 | Credit Cards](#);

2. Sign the Credit Card Holder Acceptance Agreement ([Appendix A](#));
 3. Make only authorized purchases as prescribed by the City's Purchasing Policy and approved departmental budget;
 4. Retain receipts for all transactions. In the absence of a receipt, a statement must be made and signed by the cardholder explaining the absence of the receipt. This statement must be signed and approved by the employee's department head or City Administration;
 5. Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts for each transaction are due to the cardholder's department head by the first week of the month following the transaction;
 6. Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the cardholder's department head and the Finance Department; and
 7. Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the cardholder's department head.
- E. Treasurer Responsibilities. It is the responsibility of the Treasurer to:
1. Request and oversee the issuance of new credit cards through the Finance Department and City Administration. The credit limit will be determined at the discretion of the City Administration;
 2. Inform the City Administration when limit change or when cancellations are needed due to personnel changes;
 3. Pay credit cards immediately upon receipt;
 4. Reconcile credit card statements within 15 days of payment due date;
 5. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the City's policies and procedures;
 6. Address the cardholder about questionable transactions for clarification purposes;
 7. Report any misuses of credit cards immediately to the City Administration; and
 8. Ensure that the Treasurer's Office receives copies of receipts, if sales tax has been paid, to facilitate reimbursement from the State

- F. Approved Credit Card Purchases. The following purchases are approved for credit card use by the City:
1. Business-related uses, subscriptions, seminars, dues, books;
 2. Office supplies, furniture;
 3. Small tools (purchase/rental), electrical, safety and building maintenance supplies;
 4. Vehicle maintenance supplies; and
 5. Certain allowable travel expenditures:
 - a. Conference registrations or seminar rooms;
 - b. City sponsored group gatherings; and
 - c. Hotel rooms.
- G. Prohibited Credit Card Purchases. The following purchases are strictly prohibited from being purchased using a City credit card:
1. Any merchant, product, or service normally considered to be inappropriate use of City funds;
 2. Purchase of items for personal use or consumption;
 3. Purchasing in violation of the Purchasing Policy;
 4. Capital equipment purchases/repair;
 5. Gift cards/certificates;
 6. Alcohol;
 7. Fuel for fleet vehicles unless traveling outside of Utah. The City gas card should be used for fuel purchases;
 8. Splitting a purchase to remain under purchasing policy limits; and
 9. Consultants, including the following:
 - a. Architects;
 - b. Engineers;
 - c. Attorneys and Attorney's fees; and
 - d. Medical, including hospital/doctor visits.
- H. Built-In Restrictions. Credit limits for credit lines are dependent upon the supplier. If you find over time that these limits are too low to accommodate your monthly requirements, please contact a member of the City Council to review the limit given. The City can block,

if necessary, certain suppliers' Merchant Category Codes. Please refer to the Finance Department regarding issues with a possible blocked card.

- I. Reconciliation and Payment. The Eagle Mountain Credit Card Program carries City, not individual, liability. Credit card invoices will be paid by the Treasurer as outlined in this section. The cardholder will not be required to pay the monthly statement using personal funds. The program does not impact the cardholder's personal credit rating in any way.
 1. The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, e-mail or other electronic means, the supplier must include an itemized receipt with the date when the product is shipped. This itemized receipt is the only original documentation specifying whether sales tax has been paid against the purchase.
 2. Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the cardholder's department head for review and approval. The cardholder's activity may be audited at any time.
- J. Disputed Transactions. Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the monthly statement date, the issue must then be resolved between the City and the supplier. The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed. It is the cardholder's responsibility to immediately notify their Department Head if there is a possible dispute on an issued credit card.
- K. Employee Termination. Upon notice of a cardholder terminating his current employment, the cardholder's supervisor is responsible to take possession of the card and any outstanding original receipts. The supervisor should immediately notify the Finance Department to notify the card issuer and close the account.

5.45 | Outside Activities

Last Revision: --/--/----

City employees shall not use City-owned property in support of outside interests and activities when such use would compromise the integrity of the City or interfere with the employee's duties. Specifically, an employee who is involved in an outside activity such as a civic organization, church organization, committee unrelated to City business, public office, or service club, shall:

- A. Pursue the outside activity on the employee's own time;
- B. Pursue the outside activity away from City offices;
- C. Discourage any phone, mail or visitor contact related to the outside interest at City offices;
- D. Arrange for leave or compensatory time off in advance to pursue the outside interest during business hours; and
- E. Except as allowed by policy, not use City-owned equipment or supplies for the outside interest.

5.50 | Political Activity

Last Revision: --/--/----

- A. An employee shall not be directly or indirectly approached, asked, or coerced to support a political activity, whether funds or anything else of value or time are involved.
- B. An employee shall not engage in political activity during work hours, unless on approved leave.
- C. An employee shall not use City-owned equipment, supplies or resources (for example, diskettes, paper, computer online and access charges, etc.) when engaged in political activity.
- D. An employee shall not use, discriminate in favor of or against, any person or applicant for employment based on political activities, political opinion, or political affiliation.
- E. An employee shall not use the employee's title or position while engaging in political activity.
- F. The City shall comply with the requirements of Utah Code Ann. § 34-32-1.1.

5.55 | Secondary Employee

Last Revision: --/--/----

A. City employment is primary.

1. Employment with the City shall be the employee's primary employment. City employees are permitted to engage in secondary or outside employment under the following guidelines. Outside employment must not be of a type that would reasonably give rise to criticism or suspicion of conflicting interests or duties.
2. Employees are required to provide written notification to the Mayor, or designee, using the City form before starting any secondary or outside employment (or continuing secondary or outside employment after the effective date of this version of the Manual, and on an annual basis thereafter). This notification should include the following information:
 - a. The secondary employer's name, business name, and business address;
 - b. A general overview of the type of business engaged in by the secondary employer; and
 - c. The specific duties engaged in by the employee at their secondary employment.

B. City's approval process.

1. The Mayor, or designee, shall review the information contained in the form and determine whether the employee's secondary employment is approved or denied. Factors to consider include, but are not limited to, the following:
 - a. That the secondary employment reasonably articulates some factor or factors which could negatively impact their employment with the City. For example, that the secondary employment could reasonably be expected to be too physically or mentally draining on the employee.
 - b. That the secondary employment could invoke a conflict of interest with their employment with the City.
2. This decision shall be communicated in writing to the employee. The employee:
 - a. Shall abide by that decision.
 - b. May voluntarily resign their employment with the City.

5.60 | Information Reporting

Last Revision: --/--/----

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- A. Employees have a responsibility to formally inform appropriate administrative officials if they become aware of or reasonably suspect the waste of public funds, property, manpower, or a violation of law.
 - B. Employees shall refrain from spreading information which is hostile to City operations or have reason to know is malicious, false, or frivolous. Employees are not to disclose, or induce others to disclose, confidential information acquired due to their position. Employees are not allowed to use confidential information for gain or benefit.
 - C. Employees have a duty to participate in an investigation, hearing, inquiry, or other form of administrative review by the City arising from a report of the existence of any waste of public funds, property, manpower, or violation of law.

5.65 | Use of Media/Media Requests

Last Revision: --/--/----

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- A. Employees may be subject to disciplinary action, up to and including termination of employment, if an employee either directly uses any form of media (print, broadcast, digital, and online services such as Facebook, MySpace, Twitter, blogs, etc.) or the employee provides information or content for use in any form of media that:
 - 1. Creates a harassing, demeaning, or hostile work environment for any employee;
 - 2. Indicates or implies that the employee has or may in the future discriminate against another employee in the context of their employment based on a classification protected by state or federal equal protection laws, including, but not limited to, race, sex, religion, national origin, physical disability or age;
 - 3. Disrupts the smooth and orderly flow of City work;
 - 4. Discloses non-public information related to the City or its operations;
 - 5. Discloses non-public information about any person or entity that has contracted with or provided information to the City;
 - 6. Places in doubt the honesty, reliability, trustworthiness, or sound judgment of the employee;

7. Attacks, demeans or disparages another employee, the Mayor, or the City Council related to any City issue or matter in a manner that is threatening, abusive or unprofessional;
 8. Establishes or suggests that the employee has violated or may violate any policy of the City including, but not limited to, use of illegal drugs or other unlawful activity;
 9. Establishes or suggests that the employee is not making efficient use of the employee's time while the employee is at work; or
 10. Harms the goodwill and reputation of the City among the community at large.
- B. All requests from the media shall be directed to and managed by the Public Information Director. The Public Information Director will then notify the Mayor regarding all such requests from the media. In the event the Public Information Director is unavailable, media requests will be directed to and managed by the ~~City Administrator~~City Manager or, in his/her absence, the Assistant ~~City Administrator~~City Manager.
- C. Unless specifically authorized by the Mayor, ~~City Administrator~~City Manager or Public Information Officer, employees shall not publish or otherwise provide information for use in any form of media in a manner that suggests or implies that it is an official position or policy of the City. Employees are encouraged to either refrain from publishing information that may violate this policy, or request guidance from the ~~City Administrator~~City Manager prior to publishing any information that may violate this policy. Depending on the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of this policy and to hinder an investigation into the matter.

5.70 | Securing City Offices

Last Revision: --/--/----

The last employee in City Hall after operational hours is responsible for securing the building. Employees who believe that they are the last employee in the building shall announce using the paging feature on the phone that they are securing the building unless another employee contacts them. Any other employee in the building shall notify the employee making the announcement that they are remaining and will take responsibility for securing the building. If no other employee responds to the announcement, the employee shall check each outside

door to ensure that they are locked. Employees shall also close and lock all doors to the different suites. Prior to leaving the building employees shall set the security system.

5.75 | Artificial Intelligence Employee Policy

Last Revision:
08/01/2023

Employees or technology designees are responsible for evaluating the security of any Artificial Intelligence (AI) tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Designees should determine if any tool they will use has integrated AI. The designee should evaluate the security of any integrated AI tools where possible. If the employee does not feel qualified to evaluate the AI tool, they may refer to contracted IT or an IT manager if that position exists.

Employees will not upload or share any data to an AI tool that is confidential, proprietary, or protected by regulation without prior approval from the appropriate department.

Employees will not give access to AI tools to individuals or organizations outside of Eagle Mountain City without prior approval. This includes sharing AI tool login credentials or other sensitive information with third parties.

If an employee intends to use information produced by an AI tool, that employee should verify that information through a secondary source.

Employees must receive approval from their supervisor before using an AI tool that has not been previously approved. Eagle Mountain City may revoke the permission for employees to use any AI tool(s) based on the City's determination of the risks and benefits of the AI for city purposes.

Employees will not use AI in a way that is contrary to law.

If it is determined that an employee's position can be more effectively carried out by an AI tool, or if a significant portion of the employee's duties can be carried out by an AI tool to give reason for replacement of employee, the city may attempt to place that individual in a different department or assign different duties to that individual and provide appropriate training. See section 18.10 paragraph E of the policy handbook for more details on employee replacement.

Use of AI should comply with the policies for use of IT and Computer Security as defined in section 23.10 of the Employee Handbook. Violation of these policies will result in disciplinary action as described in section 23.10 Paragraph E (9) of the policy handbook.

6. Sexual/Gender Harassment

6.00 | General Policy

Last Revision: --/--/----

It is the policy of the City that:

- A. The giving or withholding of tangible job benefits based on the granting of sexual favors (quid pro quo) and any behavior or conduct of a sexual/gender-based nature which is demeaning, ridiculing, or derisive and results in a hostile, abusive, or unwelcome work environment constitutes sexual harassment.
- B. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated, and violators will be subject to disciplinary action, up to and including termination.
- C. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted, or participated in any manner in an investigative proceeding or hearing under this policy.
- D. False or bad faith claims regarding sexual or gender harassment shall result in disciplinary action, up to and including termination, against the accuser.
- E. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence to be used against them, and an opportunity to respond before any disciplinary action may be taken.
- F. Records and proceedings of sexual harassment claims, allegations, or investigations are confidential and shall be maintained separate and apart from the employee's personnel file. In the event that a complaint is substantiated, documents of disciplinary action shall be placed in the offending employee's personnel file.
- G. All employees, supervisors and management personnel shall receive training on the sexual/gender harassment policy and grievance procedures during orientation and in-service training.

6.05 | Prohibited Conduct

Last Revision: --/--/----

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- A. Any deliberate, unwanted, or unwelcome behavior of a sex/gender-based nature, whether verbal, nonverbal, or physical is prohibited. Two major categories of sexual/gender harassment are quid pro quo and creating a hostile or unwelcome work environment. :
 - B. Quid Pro Quo, or the granting or conditioning of tangible job benefits for the granting of sexual favors.
 - C. Creating a hostile or unwelcome work environment can occur through any or all of the following general means.
 - 1. Level One: Sex role stereotyping.
 - a. Assignments made or denied solely on the traditional historic perceptions regarding the types of jobs that specific gender may/should perform.
 - b. Comments or written material reinforcing traditional historic perceptions regarding gender.
 - 2. Level Two: Gender harassment/discrimination.
 - a. Intentional or unintentional behavior/conduct of a visual or verbal nature directed at a specific gender which is demeaning, ridiculing, or derisive.
 - b. Creating an environment that demonstrates a demeaning, ridiculing, or derisive attitude toward a specific gender.
 - 3. Level Three: Targeted or individual harassment.
 - a. Intentional behavior predicated on gender or expressing sexuality which is directed at a specific group or individual.
 - b. Offensive conduct may be verbal, visual, or physical, including unwanted touching of a noncriminal nature.
 - 4. Level Four: Criminal touching.
 - a. The intentional unwanted touching of the breasts, buttocks, or genitals of another.
 - b. Forcible sexual abuse.

6.10 | Types of Corrective Action

Last Revision: --/--/----

Any employee who is being sexually harassed or who has personal knowledge of clearly offensive conduct may address the issue either through the formal or informal processes described below:

A. Informal Action. Employees who are experiencing an unwelcome or hostile work environment at Level One, Level Two, or Level Three as described above may, if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct/behavior is unwelcome, and that future similar behavior will result in a formal complaint. Employees experiencing sexual harassment at this level are not required to use the informal process and may file a formal complaint, if they so desire. This notification may be:

1. Verbally, in person.
2. In writing, signed or unsigned.
3. Through a supervisor (or a higher-level supervisor if a supervisor is the employee engaging in the offensive behavior), verbally or in writing. The victim may:
 - a. Ask the supervisor for assistance in determining what to say and how to approach the offending employee.
 - b. Request the supervisor to accompany the victim when the victim gives the offending employee notice.
 - c. Ask the supervisor to give notice to the offending employee, accompanied by the victim.
 - d. Ask the supervisor to provide notice to the offending employee alone.

B. Formal Action. Employees who are experiencing an unwelcome or hostile work environment which is clearly offensive or at Level Four as described above, or who have been subjected to quid pro quo-type sexual harassment, should address that unwelcome behavior/conduct through the formal remedial process.

1. Formal complaints should be in writing and specify:
 - a. The identity of the victim.
 - b. The identity of the offending employee.

- c. The offensive behavior that the employee engaged in.
 - d. The frequency of the offensive behavior.
 - e. Damage the victim suffered as a result of the offensive behavior.
 - f. How the victim would like the matter settled, or what the victim would like to see happen.
2. Victims will be allowed a reasonable amount of time during work to prepare formal complaints.
3. Victims should submit formal written complaints to their immediate supervisor. If the immediate supervisor is the employee engaging in the offensive behavior, the formal complaint should be submitted to the next highest supervisor, the department head, the Mayor, or designee.
4. All information regarding a formal action shall be held in strict confidence.

6.15 | Disciplinary Action

Last Revision: --/--/----

Employees found guilty of sexual harassment may face disciplinary action, up to and including termination, based on all the circumstances of the case, as well as the offending employee's work history.

6.20 | Victim Protection

Last Revision: --/--/----

- A. Individual complaints, either verbal or written, are confidential.
 - B. Victims of alleged sexual harassment shall not be required to confront the accused outside of a formal proceeding.
 - C. The accused shall not contact the victim regarding the alleged harassment.
 - D. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing.
 1. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action, up to and including termination.
 2. Retaliation is an additional and separate disciplinary offense.
 3. Retaliation may consist of, but is not limited to, any of the following:
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- a. Open hostility.
 - b. Exclusion or ostracism.
 - c. Special or more closely monitored attention to work performance.
 - d. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.
- E. Dating, sexual relationships, and/or romantic relationships between or among employees must not interfere with such employees' work. For purposes of this subsection, dating, sexual relationship, and/or romantic relationship include any form of physical intimacy and cohabitation. The City expects employees who become involved in such relationships to exercise discretion and maturity in the manner in which they relate to each other at work. Dating, sexual relationships, and/or romantic relationships between or among employees of different levels of authority within the City may affect the morale of coworkers by creating actual or perceived favoritism and may create potential claims of discrimination or harassment. For these reasons, any party to such a relationship should not participate in formal or informal supervision, review, or evaluation of the other employee(s) in such relationship. The City reserves the right to alter work relationships of parties engaged in such relationships in order to limit their professional contact. Also, to avoid claims of sexual harassment or gender-based discrimination, except for employees who are married, an employee who is or becomes involved in such a relationship must immediately notify the Mayor, or designee, in writing of such relationship, and the writing must be signed by all employees intending to be involved in such a relationship. The Mayor, or designee, will then meet with such employees to discuss the impact of such relationship on the operations of the City. For purposes of this subsection, writing does not include an e-mail.
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7. General Safety

7.00 | General Policy

Last Revision: --/--/----

The following general safety rules will apply in all agency workplaces. Each department may propose for approval by the Mayor, or designee, safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

- A. Proper licensing and extreme caution are required by all employees operating any type of power equipment.
- B. Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, orange vests, and hard hats, if required or appropriate to the work performed.
- C. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured.
- D. All accidents, regardless of severity, personal or vehicular, shall be reported immediately to the supervisor/manager.
- E. Defective equipment will be reported immediately to the supervisor, Mayor, or designee.
- F. Employees will not operate equipment or use tools for which licensing and training has not been received.
- G. In all work situations, safeguards required by State and Federal laws and regulations will be provided.
- H. Employees are to report all dangerous situations that they witness throughout the City, whether employees are on or off duty. Employees that discover dangerous situations around the City are to do what is feasible to secure the situation and report the problem to the appropriate department immediately. Some dangerous situations include but are not limited to: defective sidewalks, broken curbs, hanging limbs, loose handrails, open manholes, sunken basins and sewers, missing signs, physical assaults, threatening behavior, etc.
- I. Warning coworkers of unsafe conditions or practices they are engaged in which could lead to or cause an accident.
- J. Due to the potential risk of serious injury or death, employees are prohibited from entertaining, or caring for, guests or family members in or around inherently dangerous work areas. These areas include, but are not limited to:
 - 1. Road repair;
 - 2. Construction areas;
 - 3. Vehicle maintenance areas;
 - 4. Swimming pools;

5. Animal control;
6. Power plants; and
7. Sewers.

7.05 | Proper Use of City Equipment and Tools

Last Revision: 02.04.2020

- A. The use of City equipment or tools for private purposes is strictly prohibited. However, reasonable use of City tools and equipment to protect property and preserve life is authorized.
- B. Employees shall be required to attend training provided by the City, including an explanation of job hazards, safety procedures and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training, as approved by the City.
- C. Mobile communication devices shall not be used in situations that constitute an immediate hazard.

8. Alcohol and Drug-free Workplace

8.00 | General Policy

Last Revision: 07/07/2020

The purpose of this policy is to promote a drug free workplace as outlined in the [Federal Drug-free Workplace Act of 1988](#).

8.05 | Employee Responsibilities

Last Revision: --/--/----

- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
- B. Any employee convicted under a Federal or State statute regulating controlled substances shall notify their supervisor and the Mayor, or designee, within five (5) days after the conviction.
- C. No employee shall consume alcoholic beverages immediately before work, during work hours, while at work during breaks or lunches, or while on call for work.
- D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours.

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- E. No employee shall represent the City in an official capacity while impaired by alcohol, illegal drugs, or medication.
 - F. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety-sensitive functions while on duty for the City.
 - G. If an employee is using prescription or nonprescription medication that may impair performance of duties, the employee shall report that fact to their supervisor.
 - H. An employee who has reason to believe that the performance of another employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the Mayor, or designee.

8.10 | Disciplinary Action

Last Revision: 07/07/2020

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, appropriate disciplinary action will be taken, up to and including termination.

9. Drug and Alcohol Testing

9.00 | General Statement

Last Revision: 07/07/2020

To achieve a drug-free workplace, applicants and current employees of Eagle Mountain are required to participate in drug-testing; the frequency, type, and disciplinary response of drug tests will vary depending on whether the employee's position requires a CDL or is considered safety-sensitive.

- A. Scope. This policy covers all employees of, and applicants to, the City.
- B. Definitions.
 - 1. Alcohol. Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how packaged or in what form the alcohol is stored, utilized, or found.
 - 2. Controlled Substances. Controlled substances are defined by the Comprehensive Drug Abuse Prevention and Control Act as marijuana (THC), cocaine, phencyclidine (PCP), opiates, amphetamines (including methamphetamine), or other substances which may only be legally obtained and used pursuant to a physician's prescription.

Under Utah's Medical Cannabis Act, legally-obtained medical cannabis is not considered a controlled substance for non-CDL and non-safety-sensitive employees in the State of Utah.

3. On-duty Accident. Any accident involving the loss of life or the issuance of a moving traffic citation to the employee or any on-the-job injury which requires medical attention.
4. Positive Test. Any test result showing a blood alcohol content (BAC) of 0.02 or greater, or the presence of any controlled substance in the test subject. According to the Nondiscrimination for Medical Care or Government Employment provision of Utah's Medical Cannabis Act, the presence of cannabis shall not count toward a positive test result for non-CDL or non-safety-sensitive employees who have legally obtained medical cannabis.
5. Refusal to Submit to Testing. Failure to provide an adequate breath or urine sample without a valid and verified medical explanation, after the employee has received notice that they are being tested and a breath or urine sample is required, or engaging in conduct that clearly obstructs the testing process.
6. Reasonable Suspicion. Knowledge sufficient to induce an ordinarily prudent and cautious person under the circumstances to believe that a prohibited activity is occurring.
7. Safety-sensitive Duties. Any firefighter or paramedic duties, law enforcement duties, duties or positions deemed safety sensitive by the City or the United States Department of Transportation, or duties requiring a Commercial Driver License (CDL).

9.05 | Drug Testing for CDL and Safety-sensitive Positions

Last Revision: 10/03/2023

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- A. To achieve a drug-free workplace, employees in and applicants for positions deemed safety-sensitive or requiring a CDL shall be required to participate in all the following alcohol and controlled substance testing according to the rules established by the United States Department of Transportation: pre-employment, reasonable suspicion, random, post-accident, return to duty, and follow-up.

- B. Testing Notice. When conducting any of the above noted tests on CDL or safety-sensitive employees, the City shall provide the employee with the following notice:
1. The drug and/or alcohol test you are being required to take is required under rules established by the United States Department of Transportation pursuant to the [Omnibus Transportation Employees Testing Act of 1991](#).
 2. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.
- C. Preemployment Testing. Applicants with conditional offers from the City are required to submit to drug and alcohol testing before performance of employment duties as outlined in [CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.301](#). The city reserves the right to withdraw any conditional offer of employment for any applicant that fails to submit a passing test.
- D. Reasonable Suspicion Testing. When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to safety-sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing according to the rules outlined in [CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.307](#).
1. The supervisor making the determination that reasonable suspicion exists shall submit written documentation setting forth the specific, contemporaneous articulate observations concerning the appearance, behavior, speech, or body odors of the employee which resulted in the reasonable suspicion determination. Reasonable suspicion of use of a controlled substance may also be based on observation of indications of the chronic and withdrawal effects of controlled substances.
 2. The required observations underlying reasonable suspicion testing must be made by a supervisor or City official who has received at least two (2) hours of training on the physical, behavioral, speech, and performance indicators of alcohol and drug use.

3. Observations underlying the reasonable suspicion testing must be documented in writing and signed by the supervisor or City-designated official within twenty-four (24) hours, or before the results of the test are announced, whichever is earlier.
 4. Reasonable suspicion testing may not be conducted by the same supervisor who makes the reasonable suspicion determination.
 5. Special requirements associated with reasonable suspicion alcohol testing.
 - a. Alcohol testing is authorized only if the observations set forth above are made during, just proceeding, or just after the performance of safety-sensitive functions.
 - b. If an alcohol test is not administered within two (2) hours following the identification of reasonable suspicion, the supervisor shall prepare and maintain documentation stating why the test was not administered within two (2) hours.
 - c. If an alcohol test is not administered within eight (8) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer an alcohol test and shall prepare and maintain documentation stating why the test was not administered within eight (8) hours.
 6. Special requirements associated with reasonable suspicion drug testing. If a drug test is not administered within thirty-two (32) hours following the identification of reasonable suspicion, the supervisor shall cease attempts to administer a controlled substance test and shall prepare and maintain documentation stating why the test was not administered within thirty-two (32) hours.
 7. Upon required testing due to reasonable suspicion, the employee tested shall not engage in the operation of any City equipment or engage in any employment-related duties, which their supervisor deems dangerous to themselves or others, until the results of the tests are received and the employee is released back to work by the Mayor, or designee.
- E. Random Testing. Employees assigned to or performing safety-sensitive duties are subject to random drug/alcohol tests according to the rules outlined in [CFR Title 49, Subtitle B, Chapter III, Subchapter B, Part 382.305](#).
1. Random tests shall be both of the following:

- a. Unannounced; and
 - b. Reasonably spread throughout the year.
2. Each employee within a testing pool must have an equal chance of being tested each time a random test is conducted.
3. Random Testing for CDL Drivers.
 - a. CDL drivers may be subjected to random alcohol testing only while performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.
 - b. Drug tests may be performed at any time the driver is on duty.
4. Consortiums. The City may join a consortium with testing pools large enough that the City's CDL drivers are always subject to random testing and the required annual testing rate shall be met by tests conducted within the pool.
 - a. If the City chooses to join a drug/alcohol testing consortium, the City shall designate a liaison to coordinate with the testing consortium and obtain and maintain all of the following records and information:
 - i. How the random selection pool was assembled.
 - ii. The method of selection and notification of drivers.
 - iii. The location of collection sites.
 - iv. Methods of reporting the test results on each driver.
 - v. Summary reports on the consortium's program showing that the consortium tested at the prescribed minimum annual rates for alcohol and/or controlled substances.
- F. Post-Accident Testing. An employee involved in an on-duty accident or unsafe work practice is subject to drug testing according to the rules outlined in [49 CFR, Subtitle B, Chapter III, Subchapter B, Part 382.303](#).
- G. Return to Duty Testing. Employees who have tested positive previously are required to test again as a precondition to a return to duty according to [49 CFR Part 40, Subpart O](#).
- H. Follow-up Testing. Employees who have violated this policy and continue to work for the City shall be subject to follow-up drug/alcohol testing for a period of not less than

one (1) year and not to exceed sixty (60) months according to the rules outlined in 49 CFR Part 40, Subpart O.

1. Employees subject to follow-up testing will be tested a minimum of six (6) times in the first (1st) twelve (12) months following their return to duty.
2. Follow-up testing beyond one (1) year shall be based on a need assessment provided by a substance abuse professional.

I. Consequences of Positive Alcohol Test.

1. If any alcohol test result shows a BAC of 0.04 or greater, the employee shall be removed from, and cannot return to, a safety-sensitive function until, at a minimum, all the following are met:
 - a. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
 - b. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
 - c. The employee undergoes a return-to-duty test with a result of less than 0.02 BAC.
2. If an employee's test results show a BAC of greater than 0.02, but less than 0.04, the employee shall not be permitted to perform any safety-sensitive functions for at least twenty-four (24) hours.

J. Consequences of a Positive Drug/Controlled Substance Test. If a drug test result shows that the employee has misused a controlled substance, the employee shall be removed from, and cannot be returned to, a safety-sensitive position until, at a minimum, all of the following are met:

1. The employee undergoes evaluation by a substance abuse professional, and where necessary, rehabilitation.
2. The substance abuse professional determines that the employee has successfully complied with any required rehabilitation.
3. The employee undergoes a return-to-duty test with a verified negative test result for controlled substances.

9.10 | Drug Testing Policy for Non-CDL or Non-safety-sensitive Positions

Last

Revision:

10/03/2023

To comply with the requirements of the Federal Drug-free Workplace Act of 1988, the City maintains the right to perform the following drug tests for non-CDL and non-safety-sensitive employees: pre-employment, reasonable suspicion, post-accident, return to duty, and follow-up.

- A. **Testing Notice.** When conducting any of the above noted tests on non-CDL or non-safety-sensitive employees, the City shall provide the employee with the following notice.
 - 1. The drug and/or alcohol test you are being required to take is required by the policies and procedures of the City.
 - 2. If you refuse to submit to the required testing you may be subject to disciplinary action, up to and including termination.
- B. **Preemployment Testing.** Applicants with conditional offers from the City are required to submit to drug and alcohol testing before performance of employment duties. The City reserves the right to withdraw any conditional offer of employment for any applicant that fails to submit a passing test.
- C. **Reasonable Suspicion Testing.** When a designated supervisor makes a determination that there is reasonable suspicion to believe that an employee performing or assigned to non-safety-sensitive positions is using, is under the influence of, or is in possession of alcohol or controlled substances, the employee shall be subject to drug/alcohol testing.
- D. **Post-Accident Testing.** If an employee incurs an on-the-job injury and requires medical attention, the employee will be required to submit to drug/alcohol testing.
- E. **Return to Duty Testing.** Employees who have tested positive previously are required to test again as a precondition to a return to duty.
- F. **Follow-up Testing.** Employees who have violated this policy and continue to work for the City shall be subject to follow-up drug/alcohol testing for a period of not less than one (1) year and not to exceed sixty (60) months.
- G. **Testing Procedures.**

1. While drug tests for non-CDL or non-safety-sensitive employees are not required by federal regulation, the City intends to follow the same procedures and requirements for testing as outlined in the Federal Regulations for CDL and safety-sensitive positions detailed above.
 2. Non-CDL and non-safety-sensitive employees are to be offered an opportunity to declare their use of legally obtained prescription drugs, which may influence their test results, to their direct supervisor before participating in a drug test. Employees will be required to show their current Medical Cannabis Card, if applicable.
- H. Consequences of a Positive Test. An employee with a positive drug or alcohol test result will be subject to return-to-duty and follow-up testing procedures outlined for CDL and safety-sensitive positions. Incompliance with these testing procedures can result in disciplinary action, up to and including termination.
- I. General. The City maintains the right to utilize detection methods necessary for the enforcement of this policy including blood, urine, or other tests, and the use of electronic detection equipment and trained animals. Failure to cooperate with these detection methods or inspections is grounds for disciplinary action, up to and including termination. Employees may direct any questions regarding this policy to the Human Resource Department.
- J. Rehabilitation.
- K. Through any of these detection methods or on their initiative, if an employee tests positive or seeks rehabilitation treatment, the City will pay for an initial substance abuse evaluation.
- L. The City encourages employees to enroll in a counseling or rehabilitation program. An employee will be required to sign a document agreeing to the following conditions to remain employed with full rights and benefits:
- a. Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use leave in the following order: long-term sick, compensatory time, and PTO leave until all leave is expended. The City will pay the employee's benefit package during the allotted

treatment time, but not wage supplements during this time. Each incident will be reviewed on a case-by-case basis.

- b. If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to their former position upon successful completion of the substance abuse rehabilitation. Each incident will be reviewed on a case-by-case basis.

10. Utah OSHA Requirements

10.00 | General Policy

Last Revision: --/--/----

It is the policy of the City to maintain an environment which is in compliance with all Federal and State worker safety laws and regulations and free from any recognizable hazard which is likely to cause death or serious injury to any employee.

10.05 | Posting UOSHA Notices

Last Revision: --/--/----

The City will post all required UOSHA notices in conspicuous places (such as employee bulletin boards or where similar notices are usually posted).

10.10 | Inspection Procedures

Last Revision: --/--/----

All employees should follow the procedures listed below in the event an inspector from UOSHA presents themselves on the jobsite.

- A. If an inspector arrives on the jobsite, an employee should understand that he/she is not authorized to offer any information requested by the inspector.
- B. The employee will inform the inspector that the employee will contact his/her supervisor, Mayor, or designee, who will accompany the inspector during any inspection.
- C. The Mayor should make sure that all employees know who they are required to contact, including all alternates, in the event an UOSHA inspector shows up on the jobsite.

- D. If the UOSHA inspector does not reveal the appropriate credentials at the outset of the inspection, the Mayor, or designee, should ask the inspector to reveal his/her credentials and should examine them before allowing an inspection of the jobsite.
- E. The Mayor, or designee, should not refuse an inspection of the jobsite where the inspector does not have a warrant to inspect.
- F. If the credentials are appropriate, and before beginning the inspection, the Mayor, or designee, should ask the inspector the reason the inspection is being conducted. If it is routine, no further requests are required. If the inspection was due to an employee complaint, the Mayor, or designee, should request a copy of the complaint to inform the City concerning any safety problems. Under no circumstances should the information received on an employee complaint be used for disciplinary action against the complaining employee, as this type of action is prohibited by law.
- G. The Mayor, or designee, should accompany the inspector during the entire inspection of the jobsite.
- H. The Mayor, or designee, should take notes throughout the entire inspection. The Mayor, or designee, should note every comment and observation made by those participating in the inspection. The Mayor, or designee, accompanying the inspector should not volunteer any unsolicited information.

10.15 | Accident Reporting Procedures

Last Revision: --/--/----

- A. Employees who are injured in connection with employment, regardless of the severity of the injury, must immediately notify their supervisor, Mayor, or designee, who will ensure prompt and qualified medical attention is provided and all required UOSHA reports are completed. Employees who do not and/or will not accept qualified medical attention when directed by their supervisor, Mayor, or designee, may be subject to disciplinary action, up to and including termination.
- B. The Mayor, or designee, will investigate the job-related injury to determine the cause of the injury.
- C. The City shall contact UOSHA within the time required by UOSHA of the occurrence of any job-related death, disabling, serious, or significant injury, and/or any occupational disease.

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- D. The City shall file the required report with UOSHA within the time required by UOSHA after first knowledge or notification of an injury or occupational disease resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. Minor injuries such as scratches and cuts do not need to be reported to UOSHA if they require only minor first-aid treatment.
 - E. The City shall keep a copy of the UOSHA report in their UOSHA file.
 - F. The City shall give the employee a copy of the UOSHA report and explain the employee's rights and responsibilities concerning the work-related injury or occupational disease.
 - G. If an employee later dies as a result of work-related injury, the City shall file a report with UOSHA within the time required by UOSHA.

11. Confined Space Entry

11.00 | General Policy

Last Revision: --/--/----

The City has a written confined space entry policy. Employees may obtain a copy of such policy from the Mayor, designee, or appropriate department head.

12. Family and Medical Leave Act

12.00 | General Policy

Last Revision: 07/07/2020

- A. The Family and Medical Leave Act (FMLA) grants eligible employees the statutory right to take up to 12 weeks of unpaid, job-protected leave for specified family and medical reasons. An employee's leave will be calculated on a calendar-year basis. Job protection includes continuation of health insurance benefits.

12.05 | Eligibility

Last Revision: 07/07/2020

To be eligible for FMLA leave, an employee must:

- A. Have been employed for at least twelve (12) months by the City.
- B. Have been employed for at least one thousand two hundred fifty (1,250) hours of service with the City during the previous twelve (12) months.

12.10 | Qualifying Leave

Last Revision: 07/07/2020

- A. To care for the employee's child after birth, or placement for adoption or foster care. Spouses who both work for the City are limited to 12 weeks of FMLA leave for the birth or adoption of a child or to care for a sick parent. However, if the FMLA leave is requested for either the husband's or the wife's own serious health condition, or the serious health condition of the couple's child, such single limit does not apply.
- B. To care for employee's child, spouse, or parent who has a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a healthcare provider.
- C. For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes an employee unable to perform one or more essential functions of the employee's job.
- D. Military family leave also provides certain military family leave entitlements. You may take FMLA leave for specified reasons related to certain military deployments. Additionally, you may take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

Eligible employees should make requests for family and medical leave to Human Resources and notify supervisors in writing, at least 30 days in advance for foreseeable event(s) and as soon as practical for unforeseeable event(s).

12.15 | Leave Options

Last Revision: 07/07/2020

When taking FMLA leave for your own serious health condition, the City requires employees to use all accrued paid leave before going on unpaid leave status. Prior to taking FMLA leave to care for a spouse or other family member, the City requires employees to use all accrued paid leave before going on unpaid leave status.

- A. An eligible employee may take leave consecutively or intermittently for qualifying conditions. If intermittent or reduced leave is needed, employees are strongly encouraged to schedule their leave so it does not unduly disrupt City operations.

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- B. Men and women have the same right to take FMLA leave to bond with their child but it must be taken within one year of the child's birth or placement and must be taken as a continuous block or leave unless the employer agrees to allow intermittent leave (for example, a part-time schedule).

12.20 | Notice and Medical Certification Requirements Last Revision: 07/07/2020

When an employee notifies the City of their request for FMLA leave, the City will provide the employee with an Employer Response to Employee Request for Family and Medical Leave Form (Form WH-381). The City will require all employees requesting leave under this policy to complete the applicable certification of healthcare provider form (Form WH-380) and return it to Human Resources within 15 working days. Human Resources will process the certification and provide the employee with the notice of eligibility rights and responsibilities form and designation notice. Additionally, FMLA leave may be denied if the following requirements are not met:

- A. If the employee foresees the need for an FMLA-covered purpose, the employee must provide at least thirty (30) days' advance notice to the City. If the 30-day notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.
- B. The City may request that the employee provide the City with a medical certification by the health care provider of the employee or the employee's family member. If the City is not satisfied with the original certification, the City may require a second (2nd) or third (3rd) opinion, and they will both be at the City's expense.
- C. If the employee took the FMLA leave for his/her own serious medical condition, then he/she must obtain a medical certification "fitness-for-duty certification" from their healthcare provider as proof that the employee is able to resume work. If the employee is unable to return due to illness, they may qualify for long-term disability.

An employee on designated FMLA leave will have absences related to that qualifying event count toward the total eligible 12 weeks of FMLA leave by recording time off as FMLA in the time keeping system.

12.25 | Benefits and Employment StatusLast Revision: 07/07/2020

- A. Subject to terms, conditions, and limitations of the applicable health insurance plans, the City will continue to contribute premiums in accordance with established policy during an employee's approved FMLA leave. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave, either through payroll deduction or in person. The City has the right to recover health insurance premiums if the employee does not return from FMLA leave as outlined in 29 C.F.R. § 825.213(a).
- B. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's FMLA leave. However, no seniority or other benefits will accrue during unpaid FMLA leave.
- C. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Under limited circumstances, an employee who qualifies as a "key" employee under the law may be denied reinstatement after FMLA leave. Upon requesting FMLA, or at a later time if appropriate, the affected employee will be notified of their key employee status if there is any possibility that they may be denied reinstatement after their leave.

13. Leaves of Absence

13.00 | Absent without LeaveLast Revision: 07/07/2020

- A. Any unauthorized absence of an employee from duty shall be grounds for disciplinary action, up to and including termination.
- B. Any employee who is absent for three (3) or more consecutive workdays without authorized leave shall be deemed to have voluntarily resigned their position and employment without notice. Where extenuating circumstances are found to have existed, however, such absence may be covered by the Mayor, or designee, by subsequent grant of leave with or without pay as the circumstances dictate.
- C. Use of unpaid leave may indicate that an employee's absenteeism is excessive and is therefore discouraged; unless otherwise required by law, such as military or family medical

leave. Excessive absenteeism, besides the ones mentioned above, may result in disciplinary action including up to termination.

- D. Full time employees may donate PTO to another benefited employee in need at an hour for hour rate. All donations shall be voluntary and may only be used on an as needed basis, after all other leave has been exhausted. All donations must comply with current IRS guidelines permitting PTO donations for medical emergencies only.

13.05 | Paid Time Off Leave

Last Revision: --/--/----

The City grants paid time off to its full-time employees.

- A. Full-time: Full-time employees accrue paid time off based on the length of service since their hire date, as follows:
 - 1. For the first two (2) years of service, 144 hours of PTO shall accrue at the rate of 5.54 hours bi-weekly.
 - 2. For 2-5 years of service, 156 hours of PTO shall accrue at the rate of 6 hours bi-weekly.
 - 3. For 5-10 years of service, 168 hours of PTO shall accrue at the rate of 6.47 hours bi-weekly.
 - 4. For 10+ years of service, 180 hours of PTO shall accrue at the rate of 6.93 hours bi-weekly.
- B. Part-time: Part-time employees do not accrue PTO but may be allowed leave without pay, if approved in advance by an employee's supervisor.
- C. Temporary/Seasonal: Temporary/seasonal employees do not accrue PTO but may be allowed leave without pay, if approved in advance by an employee's supervisor.
- D. Pay in Lieu of PTO: Employees may accrue PTO, but payments will not be made in lieu of taking PTO, except for accrued PTO at the time of separation from employment. PTO payout hours will be capped at 240 hours.
- E. Vacation Scheduling: Vacations may be taken as weekly periods, individual days or even hourly increments as long as the periods chosen receive advanced departmental approval. For employees not working in public safety activities or except in emergency situations, vacation time should be requested in writing or via e-mail and scheduled with the employee's supervisor, preferably seven (7) days in advance. For employees engaged in

public safety activities, vacation time should be scheduled with the employee's supervisor the December of the previous year in which the vacation is scheduled. The City reserves the right to schedule vacation leave for an employee.

- F. Accrued PTO: No more than three hundred twenty (320) hours of PTO leave may be accrued. Any accrued PTO leave in excess of the three hundred twenty (320) hours will be forfeited every January 1 of the year following the calendar year in which the three hundred twenty (320) hours were accrued.
- G. Vacation usage will be tracked by the Mayor, or designee, using attendance forms, and/or using the electronic timekeeping system in place.

13.10 | Holiday Leave

Last Revision: 12/07/2021

- A. The City provides 12 paid holidays each calendar year to all full-time employees. The employee may take his/her holiday on the nearest regularly scheduled workday in the same pay period, if approved by his/her supervisor. The twelve (12) paid holidays consist of the following:
 - 1. New Year's Day: January 1
 - 2. Dr. Martin Luther King, Jr. Day: Third Monday in January
 - 3. Presidents Day: Third Monday in February
 - 4. Memorial Day: Last Monday in May
 - 5. Independence Day: July 4
 - 6. Pioneer Day: July 24
 - 7. Labor Day: First Monday in September
 - 8. Veterans Day: November 11
 - 9. Thanksgiving Day: Fourth Thursday in November
 - 10. Day after Thanksgiving: Friday after Thanksgiving
 - 11. Christmas Eve: December 24
 - 12. Christmas Day: December 25
- B. Shift Work Holidays: Those employees on shift work may have to work on recognized holidays.

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- C. General employees who are called back to work on City-recognized holidays will be paid for the holiday and for the hours worked.
 - D. When a non-exempt employee is unable to take a holiday on the scheduled day, the holiday must be taken within 30 days of the scheduled holiday. When an exempt employee is unable to take a holiday on the scheduled day, the holiday must be taken within 90 days of the scheduled holiday.
 - E. Holiday pay will not be paid if it is the employee's first or last day of employment.

13.15 | Sick Leave

Last Revision: --/--/----

The City recognizes that the inability to work because of illness or injury may cause economic hardship. For this reason, the City provides PTO leave to full-time employees for illness or injury for employees and immediate family, which is limited to spouse and dependents.

- A. Employee shall, as soon as practicable, notify his/her supervisor in the event that he/she is ill on the job or is sick and cannot come to work on a given day. If employees expect to be absent for more than three (3) workdays as a result of an illness, injury, or disability, employee should submit a written request to their supervisor as far in advance of employee-anticipated leave date as practical. In the event of extended or numerous sick days (absences 3 consecutive days or more), employee may be required by the supervisor to submit a medical statement from the attending physician. When employee absence is due to an emergency, employee or a member of the employee's immediate family should inform the employee's supervisor as soon as is practical.
- B. Employees who have long-term sick hours accrued from previous years can use it for any illnesses, FMLA, or injuries that prevent them from working for more than 4 days (40 hours) consecutively.

13.20 | Parental Leave

Last Revision: 03/15/2022

Full-time female benefitted employees are eligible to use up to two weeks (80 hours) of paid maternity leave after the birth or adoption of her child. Paid paternity leave is available to eligible employees to use up to one week (40 hours) for the birth/adoption of their child. Parental leave may be used consecutively or intermittently. Eligible employees must notify

their supervisor on the pending birth/adoption as soon as possible. Human Resources is responsible for approving maternity leave requests and must obtain documentation verifying the birth/adoption of the child. Eligible employees must use their parental leave within three months of the childbirth/adoption.

During a maternity leave period in excess of thirty (30) calendar days, an employee's annual PTO, and/or time toward their performance evaluation, if applicable, shall not accrue.

The City may fill vacancies created by maternity leave with temporary or provisional appointments. At the expiration of the maternity leave, the employee shall return to the same position where feasible, or to a similar position. Failure of the employee to return to work at the expiration of maternity leave shall be considered a voluntary resignation of their position and employment without notice.

13.25 | Injury Leave

Last Revision: --/--/----

Any employee injured on the job, however slightly, must report the fact immediately to his/her supervisor and the Mayor. It shall be the duty of the supervisor, Mayor, or designee to obtain information regarding the accident or injury and to complete and submit such reports as are required. Unused PTO or long-term sick leave may be granted in accordance with applicable rules and regulations. During injury leave periods, PTO leave, or time toward yearly performance evaluation shall not accrue, unless an exception is granted by the Mayor. However, injury leave for periods greater than six (6) months shall in no case be granted. Furthermore, eligibility for such leave requires conformance with all Workers' Compensation regulations.

13.30 | Emergency Leave

Last Revision: --/--/----

The Mayor, or designee, may allow an employee reasonable time off, not to exceed three (3) working days with pay, in case of an emergency. Time will be charged to the employee's PTO leave, or accrued compensatory time. The Mayor shall have the authority to grant longer leaves in unusual circumstances in which an emergency exists. During an emergency leave period in

excess of thirty (30) calendar days, an employee's annual PTO leave, or time toward their yearly performance evaluation, if applicable, shall not accrue.

13.35 | Military Leave

Last Revision: 07/07/2020

To qualify for military leave and reemployment, an employee must, when possible, give notice of the anticipated military service. Upon receipt of orders for active or reserve duty, an employee must notify their department manager and Human Resources immediately. It is preferable for a copy of the employee's military orders to be included with the notification.

In accordance with the "Uniformed Services Employment and Reemployment Rights Act" (USERRA), eligible full-time employees who perform service in the uniformed services (as defined by USERRA) are entitled to a military leave of absence from their current positions, subject to the limitations and restrictions set forth in federal and state laws and City policy.

Employer contributions for participation in a 401k or 457 retirement programs will be administered as per USERRA guidelines.

13.40 | Jury Leave

Last Revision: --/--/----

An employee may be granted leave with full pay when performing jury duty or when required to serve as a witness in any City litigation in any municipal, County, State, or Federal court, or before an administrative tribunal. Any compensation, including travel and expense allowance, received by the employee must be turned back to the City. Paid leave will not be granted when the employee is serving as their own witness in financial and related suits which they have initiated.

13.45 | Bereavement Leave

Last Revision: 05/17/2022

The Mayor, or designee, shall grant a full time employee up to forty (40) hours of bereavement leave with pay following the death of the employee's immediate family member. Immediate family members include the employee's legal or common law spouse, child, stepchild, parent, brother, and sister.

The Mayor, or designee, shall grant a full time employee up to three (3) days of bereavement leave with pay following the death of the employee's daughter- or son-in-law, father- or mother-in-law, brother- or sister-in-law, grandparent, or spouse's grandparent.

The Mayor, or designee, shall grant a full time or part time employee up to three (3) days of bereavement leave with pay after a miscarriage or stillbirth of a child, whether the employee experienced it themselves or if their spouse or partner did.

Bereavement leave shall not be charged against accrued annual PTO leave.

13.50 | Administrative Leave with Pay

Last Revision: 07/07/2020

- A. While performing authorized duties, an employee may be granted administrative leave with pay to perform authorized duties in connection with City business, attend trade or professional meetings which relate to official duties, participate in recognized and authorized training programs, or facilitate the needs of the City.
- B. Pending possible disciplinary action, an employee may be granted administrative leave with pay pending the outcome of an investigation undertaken to determine if disciplinary action against the employee is warranted.

13.55 | Leave without Pay

Last Revision: --/--/----

- A. The Mayor may grant an employee leave without pay for a specified period of time, not to exceed one (1) year. At the expiration of the leave without pay, the employee shall return to the same position, where feasible, or to a similar position. Failure of the employee to return to work at the expiration of leave without pay shall be considered a voluntary resignation of his/her position and employment without notice.
- B. Leave without pay shall not constitute a break in service. However, during a leave without pay period in excess of thirty (30) calendar days, an employee's PTO shall not accrue.
- C. Leave without pay may be granted:

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1. For education purposes when the employee's course of study will be of direct benefit to the City, the absence will not be a hardship for his/her department, and the employee agrees to return to work at the end of the leave without pay period;
 2. To attend funerals not covered by the funeral leave policy;
 3. To attend to an ill or injured member of the employee's immediate family when the absence is not covered by PTO leave.
- D. Employees are expected to apply for leave without pay in advance and in writing, providing as much detail about the absence as possible so that the Mayor may decide whether the leave without pay is warranted.

13.60 | Documentation of Leave

Last Revision: --/--/----

Some of the above absences must be supported by a copy of the official paperwork causing the absence. Such paperwork must be submitted to the Mayor, or designee, as soon as possible. In some cases where official paperwork is not available, the Mayor or designate representative may request that the employee supply additional information in writing to support the absence.

14. Grievance Procedures

14.00 | General Policy

Last Revision: --/--/----

- A. Employees who perceive that they have a grievance against the City should exhaust the administrative procedure set forth in this section before addressing their grievance through any other forum. An employee may file a grievance about any perceived work-related injustice or oppression resulting from an act, occurrence, omission, condition, or unfair labor practice. Issues addressable through the grievance process means those items that are not of a disciplinary nature and include:
1. Employee-supervisor relationships.
 2. Duty assignments not affecting job classification.
 3. Shift and job location assignments.
 4. Working conditions.

5. Practices affecting granting of leave.
- B. Grievances should be resolved at the lowest administrative level possible. Employees and supervisors shall attempt to resolve grievances informally by discussing the grievance issues before any formal written grievance is filed. If an employee fails to timely file a formal written grievance with the Human Resources Director, then the employee loses his/her rights to pursue the matter as a grievance, even if the employee is attempting to resolve the grievance informally. Each employee pursuing a formal grievance must prepare and submit a separate written grievance/appeal. Written grievances shall contain, at a minimum, the following information:
 1. Name of the employee.
 2. Date the occurrence or action underlying the grievance occurred.
 3. Nature of the grievance.
 4. Historical information related to the grievance.
 5. Requested resolution.
 6. Signature of the employee filing the grievance and date filed.
 - C. Employees will be allowed a reasonable amount of time during work to prepare written grievances. Employee grievances must be filed within ten (10) days of the occurrence or event giving rise to the grievance, or within ten (10) days of when the employee acquires knowledge of the occurrence or event giving rise to the grievance, but in no event later than three (3) months after the occurrence or event giving rise to the grievance.
 - D. At each level of the grievance process, after an administrator has received an employee grievance, the administrator shall have ten (10) working days to respond in writing to the grievance.
 - E. If an administrator is unable to answer the grievance within the specified time period due to extenuating circumstances, the administrator may take an additional ten (10) working days to answer the grievance if they notify the employee in writing of the exigent circumstances and that the extension is being exercised. If the grievance remains unresolved or the decision is considered unacceptable, the employee may appeal the decision to the next level of appeal.

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- F. Absent exigent circumstances, if the supervisor fails to respond within the allotted time, the employee may proceed to the next level of appeal.
- G. Only the issues presented in the original grievance may be considered throughout the appellate process. A grievance and any necessary appeals shall be processed through the following chain of command, if applicable:
1. ~~City Administrator~~City Manager.
 2. Mayor.
 3. Employee Appeal Board.

14.05 | Confidentiality

Last Revision: --/--/----

Generally, records and documents regarding a grievance will be classified as a private document under the Government Records Access Management Act.

14.10 | Filing

Last Revision: --/--/----

No document relating to a grievance shall be placed in the employee's personnel file.

15. Disaster Response Planning

15.00 | General Policy

Last Revision: --/--/----

The City has developed an Emergency Operation Plan. All employees are expected to adhere to the Emergency Operation Plan to the maximum extent possible and practicable.

16. Employee Hiring

16.00 | Employment

Last Revision: --/--/----

Job descriptions defining the essential functions of the vacant position shall be drafted and adopted before the vacancy is posted or otherwise advertised internally or externally.

16.05 | Recruitment

Last Revision: --/--/----

All recruitment shall be conducted in accordance with the City's equal opportunity guidelines.

- A. Internal Promotions. It is the City's policy to give first consideration to current employees desiring to fill an open job position.
- B. External Advertising.
 - 1. Only the Mayor, or designee, is authorized to place advertisements and respond to inquiries from employment agencies and/or job applicants.
 - 2. Each Job Opening Notice should contain a statement indicating that the City is an equal opportunity employer.
 - 3. Job Opening Notices may be advertised in the appropriate media, and through any other channels the Mayor, or designee, deems appropriate.
 - 4. All Job Opening Notices must specify the name and the office of the person from whom Job Applications are to be obtained, the name and office of the person to whom completed applications are to be returned, and the deadline for filing an application.

16.10 | Employment

Last Revision: --/--/----

- A. Nepotism. The City restricts and, in some cases, prohibits the hiring and promotion of a current employee's relatives to avoid actual or perceived conflicts of interest. The City will exercise sound business judgment in the placement of related employees in accordance with Utah Code Ann. §§ 52 3-1 through 4. Employees may not participate in the hiring or supervision of their own relatives, except when specifically permitted under State law. No relative of any current City employee may be hired unless the head of each involved employing department agrees that it will not cause a conflict or other problem in either department. Department heads may place additional restrictions on the hiring or supervision of relatives specific to their own department.
- B. Employment of Minors. It is the policy of the City that no one under the age of sixteen (16) shall be hired for any position. Employees 16 and 17 years of age shall only be employed in compliance with applicable requirements and shall not be employed in any occupation which the Secretary of Labor "shall find and by order declare to be particularly hazardous or detrimental to their health and well- being" as set forth in WH Publication 1330, entitled "Child Labor Requirements in Nonagricultural Occupations" or its successor.

- C. Rehires. Job applications received from former employees will be processed using the same procedures and standards that govern all other nonemployee applications. The Mayor, or designee, will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the City.
 - 1. Former employees who have been terminated for cause, or who voluntarily resign while facing disciplinary action, are not eligible for rehire.
 - 2. Applicants who are rehired shall be required to serve a probationary period.
- D. Job Applications. All interested job applicants shall complete a Job Application.
 - 1. All applications and resumes received for the job opening will be forwarded to the Mayor, or designee. Upon receipt, each application and resume will be marked with the date it was received and placed in an applicant's file for at least two (2) years.
 - 2. Job applications shall be signed by the job applicant and the truth of all information contained therein shall be certified by the job applicant's signature. The job applicant shall provide a copy of required certified educational transcripts either with the application or upon hire.
- E. General Aptitude Test Battery (GATB). If the City deems it necessary, job applicants will be required to take the GATB. If the City deems the GATB is necessary, then it may be administered by the Utah Department of Workforce Services. When the City requires the GATB for job applicants, the City will ensure that reasonable accommodations are made for disabled applicants.
- F. Other Tests. Job Applicants may be required to take other tests which the City deems necessary for a specific position. Job applicants for certain positions may require skills for which a known level of competence must exist such as mathematics or timed typing tests. When the City uses other ability tests, the City shall make reasonable accommodations for disabled applicants.
- G. Job Applicant Disqualification. An application may be rejected for, but not limited to, the following reasons. When the Job Applicant:
 - 1. Does not meet minimum qualifications established for the position.
 - 2. Is physically or mentally unable to perform the essential duties and responsibilities of the position with, or without, reasonable accommodation(s) (determined only after a

conditional offer of employment, pending the results of a medical examination, has been extended to a job applicant).

3. Has falsified a material fact or failed to complete the application.
4. Has failed to timely file the application.
5. Has an unsatisfactory employment history or poor work references.
6. Has failed to attain a passing score, if an examination is required.

H. Interviewing.

1. The Mayor, or designee, will select applicants to interview from applicants who are not disqualified and who have passed the preliminary screening tests. Job-related duties and qualifications will provide the basis for initial screening of job applicants. During the interview, all job applicants should be advised that any and all of the information provided will be verified.
2. Individuals conducting job interviews shall only ask questions that pertain to the job position. In addition, during the interview, each interviewer completes an Interview Guide which is consistent with the City's Equal Employment Opportunity policy.

- I. Reference Checks. In order to facilitate references checks, written permission shall be obtained from the applicant using the Applicant's Consent to Release Information Form. The City may contact the references for each job applicant and ask job-related questions which include similar questions for each job applicant checked, using City's Telephone and Written Reference Check Questionnaires.

16.15 | Placement

Last Revision: --/--/----

- A. Job Offers. Except for job placements (i.e., city attorney, city engineer, city treasurer, and city recorder) that require advice and consent of the City Council, after a job applicant is approved by the City, the Mayor, or designee, shall notify the successful job applicant of their conditional selection through a written Job Offer Letter. The written conditional Job Offer Letter shall clearly state the job description, salary conditions, and any provisional conditions of employment (i.e., successfully passing drug/alcohol tests). Additionally, the written conditional Job Offer Letter shall clearly state that the offer is not accepted until the candidate signs the written conditional Job Offer Letter and returns it to the City by the

requested date. The original Job Offer Letter is then filed in the employee's file, and a copy is given to the new employee during orientation. Written conditional Job Offer Letters should also include the following:

1. A clear statement of the job description.
 2. The employee's starting salary. Starting salary offers for exempt positions shall be figured for a specified period, such as a two (2) week period. Starting salary offers for nonexempt positions shall be figured at an hourly wage.
 3. The employee's job title.
 4. The employee's supervisor.
 5. Any relocation commitments, if applicable.
 6. Employment is at-will.
 7. The employee's starting date.
 8. The length of the employee's probationary period.
 9. Notice that employment is contingent upon passing a background examination, drug tests, medical/physical examinations, etc.
- B. Job Rejection Letters. Within five (5) working days after the job offer has been accepted, non-selected job applicants may be notified. The Mayor, or designee, may send a Job Rejection Letter to each job applicant who was not selected for a job opening.
- C. Medical Examinations. Once the City has extended a conditional job offer to the job applicant, a medical interview or examination may be conducted by a health professional chosen by the City to determine a job applicant's ability to fulfill essential job-related requirements. Only the Mayor, or designee, may authorize such interviews or physical examinations. All costs for required medical interviews or physical examinations will be borne by the City. The prospective employee must sign a written release of this information to the City.
- D. Reinstatements. Employees who are reinstated into the City may maintain their original anniversary date for seniority purposes, as well as for those benefit programs governed by the anniversary date. The policy will be as follows:

1. Layoffs. Employees who terminate because of reduction in work force will maintain their original anniversary date for seniority purposes if they are reemployed by the City within one (1) year after date of termination.
2. Voluntary resignations. Employees who voluntarily terminate their employment with the City may maintain their original anniversary date, subject to Mayor's approval, if they are reemployed by the City within six (6) months after date of termination.

E. Hiring New Employees.

1. Required for All Employees: The Mayor, or designee, is responsible for having new employees fill out all preemployment forms, benefit applications, enrollment forms and providing basic information on the City's policies and a copy of this Manual.
2. Additional Requirement for All Part-time, Temporary, and Seasonal Employees Only: If applicable, the Mayor, or designee, is responsible for filling out a Part-Time/Temporary/Seasonal Employment Agreement.

F. Orientation. Newly hired City employees shall complete all documentations required by law and receive an orientation.

G. Probationary Period.

1. All new employees shall be subject to a six-month (6-month) probationary period. During this period, probationary employees may be terminated with or without notice for any or no reason without any right to due process, notice, explanation, or appeal in connection with said termination.
2. Probationary periods begin on the first day of employment and continue for six (6) months. Management will provide guidance to probationary employees, so they understand work requirements.
3. An employee on probation shall have a performance evaluation at the end of the probationary period. This performance evaluation may be used to provide information to both the employee and management regarding the employee's performance. A performance evaluation and the results of such evaluation shall not obligate management to a particular course of action relative to the probationary employee, nor shall it create any property/due process rights for the probationary employee relative to their job/position.

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4. Employees that apply for and are moved to another position either through transfer or promotion are subject to a new probationary period of six (6) months. During this period, probationary employees may be terminated with or without notice for any or no reason without any right to due process, notice, explanation, or appeal in connection with said termination.

16.20 | Volunteers

Last Revision: --/--/----

- A. City employees shall not be a volunteer with respect to official City-sponsored events or functions, such as Pony Express Days.
- B. A City employee may volunteer to perform other types of services for the City or the City's benefit if such services are not the same type of services which the employee is employed to perform for the City. For purposes of this subsection, the phrase "same type of services" means similar or identical services determined by City Administration, or designee, after review of the volunteer status checklist submitted by the proposed volunteer. The decision of ~~City Administrator~~City Manager, or designee, may not be appealed.
- C. Court-ordered community service volunteer labor is not authorized and shall not be accepted by the City unless specifically approved by the Mayor, or designee, on a case-by-case basis.
- D. The Mayor may establish the volunteer programs.
- E. The Mayor, or designee, shall develop guidelines for use of volunteers.
- F. Prior to accepting any volunteer services, the Mayor and the volunteer shall sign a Volunteer Agreement defining the nature and terms of the volunteer services.
- G. All volunteers for the municipality shall be recorded on a volunteer roster approved by the Mayor.
- H. A volunteer shall be provided the protections as an employee of City for:
 1. Workers compensation benefits for compensable injuries sustained by the volunteer while acting in the scope of employment.
 2. Operating City-owned vehicles or equipment only when the volunteer is properly licensed and authorized to do so.
 3. Liability insurance coverage offered to employees.

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- I. Volunteer service experience will be recognized for determining minimum qualifications for an employment position with City.

17. Disciplinary Action

17.00 | General Policy

Last Revision: --/--/----

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- A. It is the policy of the City that management will inform its employees about what is expected at work, what constitutes employee misconduct or failure to perform, and what the employee's rights are, if disciplined.
- B. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of the City. Administrative procedures have been established for the handling of disciplinary measures when required. All such measures shall follow the presentation of charges to the employee.
- C. Disciplinary action, up to and including termination, may be imposed for misconduct or failure to perform.
- D. Written documentation concerning employee disciplinary action imposed will become a permanent part of an employee's personnel record.

17.05 | Types of Disciplinary Action

Last Revision: --/--/----

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- A. Verbal Warning.
1. Whenever grounds for disciplinary action exist, and the supervisor, Mayor, or designee, determines that more severe action is not immediately necessary, the deficiency demonstrated should be verbally communicated to the employee.
 2. Whenever possible, sufficient time for improvement should precede additional disciplinary action.
 3. Whenever possible, documentation regarding the verbal warning shall be made and permanently placed in the employee's personnel file.
- B. Written Reprimand.

1. Whenever grounds for disciplinary action exist, the supervisor, Mayor, or designee, may reprimand an employee by issuing to the employee an Employee Written Reprimand Notification setting forth the reason(s).
2. A copy of the Employee Written Reprimand Notification, signed by the department head, Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the department head, Mayor, or designee, will so state.

C. Suspension.

1. Whenever grounds for disciplinary action exist, the Mayor, or designee, may suspend an employee with or without pay for up to, but not exceeding, thirty (30) calendar days for cause.
2. When suspending an employee, the Mayor, or designee, shall follow the due process proceedings hereinafter set forth in the section, entitled Imposing Disciplinary Action.
3. On or before the effective date of the suspension, the Mayor, or designee, shall furnish the employee with a written Employee Suspension Notification setting forth the reason(s) for suspension.
4. A copy of the Employee Suspension Notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor, or designee, will so state.
5. An employee on suspension shall be responsible for making full employee contributions to their employee medical insurance benefits.
6. An employee on suspension shall continue to be eligible to receive City retirement, health, dental, disability and life insurance programs, subject to the employee's paying the employee portion of insurance premiums to continue coverage through the period of suspension.

D. Demotion.

1. Whenever grounds for disciplinary action exist, the Mayor, or designee, may demote or reduce in grade an employee for cause or provide for reasonable accommodation in appropriate circumstances, which may include reduction in pay concurrent with demotion or reduction in grade.

2. When demoting an employee, the Mayor, or designee, shall follow the due process proceedings hereinafter set forth the section, entitled Imposing Disciplinary Action.
3. On or before the effective date of the demotion, the Mayor, or designee, shall furnish the employee with a written Employee Demotion Notification setting forth the reason(s) for demotion.
4. A copy of the Employee Demotion Notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor, or designee, will so state.

E. Transfer.

1. The Mayor, or designee, may transfer an employee (with the exception of a probationary employee) by furnishing the employee with a written Employee Transfer Notification.
2. A copy of the Employee Transfer Notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor, or designee, will so state.

F. Termination.

1. Whenever grounds for disciplinary action exist, the Mayor, or designee, may terminate an employee for cause.
2. When terminating an employee for cause, the Mayor, or designee, shall follow the due process proceedings hereinafter set forth in the section, entitled Imposing Disciplinary Action.
3. On or before the effective date of the termination for cause, the Mayor, or designee, shall furnish the employee with a written Employee Termination Notification setting forth the reason(s) for termination.
4. A copy of the Employee Termination Notification, signed by the Mayor, or designee, and the employee, shall be permanently placed in the employee's personnel file. If the employee refuses to sign the form; the Mayor, or designee, will so state.

17.10 | Causes for Disciplinary Action

Last Revision: 10/03/2023

- A. Causes for disciplinary action, up to and including termination, may include, but are not limited to, the following:

1. Violation of any laws of the State of Utah, another state having jurisdiction over the offense or the United States, other than minor traffic offenses.
2. Failure to report that employee has been charged in a criminal proceeding with a violation of any law of the State of Utah, another state, or the United States, other than minor traffic offenses, within three business days of receiving a citation, summons to appear in court, or appearing in court, whichever is earlier.
3. Failure to report that employee has been arrested by law enforcement within three business days of arrest.
4. Violation of the code of personal conduct.
5. Conduct which endangers the peace and safety of others or poses a threat to the public interest.
6. Unjustified interference with work of other City employees.
7. Misconduct.
8. Malfeasance.
9. Misfeasance.
10. Dishonesty/Lying.
11. Nonfeasance.
12. Incompetence.
13. Negligence.
14. Insubordination.
15. Failure to perform or maintain skills.
16. Inadequate performance of duties.
17. Unauthorized absence or tardiness.
18. Falsification or unauthorized alteration of records.
19. Violation of City policies or executive orders.
20. Falsification of employment application.
21. Discrimination in hiring, assignment, or promotion.
22. Sexual harassment or filing a false sexual harassment claim.
23. Violation of this Manual.

24. Use of alcohol or drugs, other than medication prescribed by a physician, that affect job performance.
25. Falsifying City Records.
26. Except for a supervisor submitting a time slip for an employee, knowingly marking the time slip of another employee, authorizing one's time slip to be marked by another employee, unauthorized alteration of a time slip.
27. Unauthorized possession of firearms, weapons, or explosives on City-owned property (provided, however, for purposes of this subsection, police officers or an employee who has been issued a permit or temporary permit by the State of Utah to carry a concealed firearm are authorized to possess a firearm on City-owned property).
28. Carelessness which affects the safety of personnel.
29. Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.
30. Theft or removal of any City property or the property of any employee from the work area premises without proper authorization.
31. Gambling, wagering, or engaging in a lottery while on City business.
32. Misusing, destroying, or damaging any City property or the property of any employee.
33. Deliberately restricting work output of themselves or others.
34. Drinking any alcoholic beverage during the workday or being under the influence of illicit drugs or alcohol during the workday.
35. Sleeping during working hours.
36. Fighting (verbal or physical) on City premises, or while on City business, or in a City uniform.
37. Any act which might endanger the safety or lives of others.
38. Failure to provide evidence of identity and employment eligibility within three (3) business days of the date employment begins, or receipt for the application of documents within three (3) business days of the date employment begins and production of actual documents within ninety (90) calendar days of the date employment begins.

39. Accessing, storing, or viewing/reviewing, downloading, copying, or sending child pornography or pornographic or sexually explicit material on City-owned equipment, including, but not limited to, computers, cell phones, or facsimile machines.

40. Violation of the uniform policy.

17.15 | Conducting an Investigation

Last Revision: --/--/----

- A. The Mayor, or designee, may conduct an investigation into the allegations which form the grounds for disciplinary action.
- B. During an investigation to determine the facts upon which disciplinary action may be imposed, the Mayor, or designee, may place an employee on paid administrative leave.
- C. Disciplinary action shall not be imposed until an informal pre-disciplinary hearing, with appropriate written notice, has been completed by the Mayor, or designee. The investigation shall include an opportunity for the employee to respond to the allegations.

17.20 | Imposing Disciplinary Action

Last Revision: 10/03/2023

- A. The Mayor, or designee, shall conduct disciplinary action in a consistent manner.
- B. Each employee shall be afforded prior access to City's rules, policies, and procedures.
- C. The employee shall receive timely notice of the pre-disciplinary meeting, overview of allegations, and potential disciplinary action.
- D. Prior to imposing disciplinary action, the employee shall have the opportunity to review the disciplinary action with the Mayor, or designee. The employee shall have the opportunity to respond to the allegations. The employee's written response, if any, and other related documents shall be placed in the employee's personnel file.
- E. In determining the type and severity of the disciplinary action, the Mayor, or designee, may consider aggravating and mitigating circumstances which include, but are not limited to, the repeated nature of misconduct or failure to perform; prior disciplinary action imposed; the severity of the misconduct or failure to perform; the employee's work record; the effect on City operations; and/or the potential of the misconduct or failure to perform to harm person(s) or property.

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- F. For disciplinary action other than a verbal reprimand, the department head, Mayor, or designee, shall notify the employee in writing of the findings of the investigation/pre-disciplinary hearing. The written statement shall include:
1. The grounds for disciplinary action, including a description of the specific misconduct or failure to perform for which the disciplinary action is being imposed.
 2. Any prior disciplinary action imposed.
 3. The disciplinary action to be imposed.
 4. The effective date and duration of the disciplinary action.
 5. The corrective action necessary, if any, for the employee to avoid further disciplinary action.
- G. Suspension, demotion, transfer, or termination of an employee shall require the approval of the Mayor or designee.
- H. The Mayor, or designee, shall complete the employee's performance evaluation form and shall cause it to be permanently placed in the employee's personnel file.

17.25 | Appeal Procedures

Last Revision: --/--/----

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- A. The following employees do not have appeal rights:
1. An officer appointed by the Mayor or other person or body exercising executive power in the municipality (~~City Administrator~~ City Manager);
 2. A police chief of the City;
 3. A deputy police chief of the City;
 4. A fire chief of the City;
 5. A deputy or assistant fire chief of the City;
 6. A head of a municipal department;
 7. A deputy of a head of a municipal department;
 8. A probationary employee of the City;
 9. A part-time employee of the City; or
 10. A seasonal employee of the City.
- B. Employees have no verbal warning appeal rights.
- C. Employees have no written reprimand appeal rights.

- D. Employee Appeal Board. Employees have the right to first appeal the disciplinary process and action imposed by the Mayor, or designee, to an Employee Appeal Board as established by City ordinance (with the exceptions noted above):
1. If an employee is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any reason, the employee may appeal the discharge, suspension without pay, or involuntary transfer to a board to be known as the Employee Appeal Board.
 - a. An employee shall exhaust the employee's rights under that grievance procedure before appealing to the Employee Appeal Board.
 2. Each appeal shall be taken by filing written notice of the appeal with the City Recorder within ten (10) days.
 - a. Upon the filing of an appeal, the City Recorder shall forthwith refer a copy of the appeal to the Employee Appeal Board.
 - b. Upon receipt of the referral from the City Recorder, the Employee Appeal Board shall forthwith commence its investigation, take and receive evidence, and fully hear and determine the matter which relates to the cause for the discharge, suspension, or transfer.
 - c. An employee who is the subject of the discharge, suspension, or transfer may:
 - i. Appear in person and be represented by counsel;
 - ii. Have a public hearing;
 - iii. Confront the witness whose testimony is to be considered; and
 - iv. Examine the evidence to be considered by the Employee Appeal Board.
 - d. Each decision of the Employee Appeal Board shall be certified to the City Recorder within fifteen (15) days from the date the matter is referred to it, except as provided below.
 - i. For good cause, the Employee Appeal Board may extend the fifteen-day (15-day) period under to a maximum of sixty (60) days, if the employee and the City both consent.
 - e. If it finds in favor of the employee, the Employee Appeal Board shall provide that the employee shall receive:

- i. The employee's salary for the period of time during which the employee is discharged or suspended without pay; or
 - ii. Any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.
- f. A final action or order of the Employee Appeal Board may be appealed to the Court of Appeals by filing with that court a notice of appeal.
 - i. Each notice of appeal under Subsection (6)(a) shall be filed within thirty (30) days after the issuance of the final action or order of the Employee Appeal Board.
 - ii. The Court of Appeals' review shall be on the record of the Employee Appeal Board and for the purpose of determining if the Employee Appeal Board abused its discretion or exceeded its authority.

18. Termination of Employment

18.00 | Types of Termination

Last Revision: --/--/----

Any involuntary termination or termination of any employee who is allowed to resign, in lieu of an involuntary termination, should be reviewed with legal counsel before termination is pursued or a resignation is accepted to ensure the employee's due process rights are not violated.

- A. Retirement. Voluntary termination at the end of an employee's career.
- B. Voluntary Resignation. When an employee wishes to leave the City, they will complete a Notice of Voluntary Resignation Form and present it to the Mayor, or designee.
- C. Resignation in Lieu of an Involuntary Termination Agreement. The Mayor, or designee, may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause. If involuntary termination proceedings have begun but have not been completed and an employee suggests that they would like to voluntarily resign, the Mayor, or designee, may agree to a Resignation In Lieu Of An Involuntary Termination Agreement.

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- D. Involuntary Termination. The Mayor, or designee, may conclude that an employee should be involuntarily terminated for no reason (for probationary employees and Department Heads) or for cause.
 - E. Reductions in Force/Layoffs. Whenever it is necessary to reduce the number of employees in the City because of lack of work or lack of funds, the City may attempt to minimize layoffs by readjustment of personnel through reassignment of duties in other work areas.
 - F. Medical. The Americans with Disabilities Act (ADA) prohibits illegal discrimination by an employer against an otherwise qualified individual with a disability. Consequently, an employee should not be terminated for medical reasons without prior consultation with legal counsel.
 - G. Death. If an employee of the City dies, their estate receives all pay due and any earned and payable benefits as of the date of death.
 - H. All the types of termination described above shall sometimes be referred to in this Manual as “separation from employment.”

18.05 | Required Notice Prior to Termination

Last Revision: --/--/----

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- A. All employees, including at-will employees, must notify the City at least two (2) weeks before retiring or voluntarily resigning to be eligible for the following:
 - 1. Receive pay for unused, accrued PTO leave.
 - 2. For rehire.
 - B. The City does not have a requirement to give any prior notice to an employee before terminating their employment with the City.
 - C. Unused leaves of absence shall be paid as provided in Section XIII with respect to separation from employment.

18.10 | Termination Procedures

Last Revision: --/--/----

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- A. A Notice of Voluntary Resignation Form, signed by the employee and the Mayor, or designee, may be utilized in Voluntary Resignations.
 - B. Involuntary Terminations/Separations for Cause require the City to provide their terminating employees with written notification of due process. At-Will Involuntary

Terminations (for probationary employees and department heads) do not require the City to provide their terminating employees with written notification of due process.

- C. A Resignation in Lieu of an Involuntary Termination Agreement, signed by the employee and the Mayor, or designee, may be utilized in negotiated terminations. A Resignation In Lieu of an Involuntary Termination Agreement does not require the City to provide their terminating employees with written notification of due process.
- D. The following steps should be taken for Voluntary Retirements:
 - 1. Employees who desire retirement should notify the City three (3) months prior to the anticipated retirement date.
 - 2. The City should communicate the status of each employee's retirement benefits. Upon request for retirement benefits, the City should notify the administrator of the retirement program and the appropriate Federal and State regulatory agencies.
 - 3. The City should carefully explain to the employee what the options are (such as COBRA and retirement plan options).
 - 4. The City should give the employee ample time to review the retirement plan.
 - 5. The City should have the employee sign a release or a declaration statement to the effect that they are electing retirement of their own free will.
- E. The following steps should be taken for Reductions in Force/Layoffs:
 - 1. Determine whether the City is required to follow statutory guidelines related to the reduction in force/layoff. If the City is required to follow statutory guidelines, policy, procedure and actual practice must comply with said guidelines.
 - 2. If the City is facing a possible reduction in labor force, the City should explain the situation to its employees, advising them of the possibility that reductions in force/layoffs may become an economic necessity for City.
 - 3. In the selection of employees for the City's reduction in force/layoff, the following guidelines should be considered:
 - a. Selection should be based upon the employee's ability to perform the work assignments within the affected department.
 - b. Seniority should govern the selection when ability is equal.
 - c. Temporary/seasonal and probationary employees should be laid off first.

- d. Full-time and part-time employees should be the last to be laid off, when possible, in inverse order of their length of service.
 - e. Before any reduction in force/layoff, the City should determine whether it is subject to the requirements of the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, et seq.
 - f. The City should carefully explain to the employee what the options are (such as COBRA and retirement plan options).
 - g. If the City cannot give advanced notice of a reduction in force/layoff to the employee, two weeks' severance pay may be given in lieu of notice for a bona fide reduction in force/layoff.
4. Written reduction in force/layoff notices should contain the following information:
- a. Statement that separation from employment is based on reduction in force/layoff.
 - b. Anticipated date of layoff.
 - c. Any options regarding employee placement in another position.
- F. Outstanding Pay.
- 1. The City shall arrange for distribution of any paychecks with respect to employees separated from employment, including paying for unused leaves of absence as provided in Section XIII.
 - 2. Final payment is payable as follows:
 - a. A Voluntary Resignation. ~~Within one (1) workday~~ The following payroll from effective resignation date.
 - b. An Involuntary Termination/Separation for Cause. The following payroll from last day worked. If employee requests sooner then payroll will do what they can to accommodate. ~~Within one (1) workday of last day worked.~~
- G. The terminating employee must return any supplies, equipment, or uniforms which are the property of the City to the City at termination.
- H. All terminated employees should complete an exit interview form with the Mayor, or designee. The exit interview form should be signed by the employee and the Mayor, or designee.

18.15 | COBRA

Last Revision: --/--/----

Any employee who is eligible for benefits that is separated from employment is entitled to a continuation of insurance coverage and notice pursuant to COBRA or other applicable laws or regulations.

19. Reimbursable Expenses

19.00 | General Policy

Last Revision: --/--/----

With prior approval, legitimate expenses will be reimbursed by the City to the employee. Receipts should be required to reimburse the employee. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. Records must be kept reflecting the amount of reimbursement each employee has received.

19.05 | Training and Conferences

Last Revision: --/--/----

If required to attend training seminars, conferences, briefings, or to gather information, an employee will be compensated, in addition to paying any tuition or fees, at the rate of one and one-half (1.5) times their regular workday pay, if hours worked exceed forty (40) hours in that week.

19.10 | Travel Policy

Last Revision: 07/07/2020

The travel policy of the City of Eagle Mountain provides guidance for City personnel related to their attendance at conferences, conventions, seminars, and other training opportunities outside of City offices.

- A. Purpose. To provide guidelines whereby City personnel may travel to increase their knowledge and effectiveness, keep current on new developments, and infuse new and innovative practices and procedures into the City's various work functions
- B. Definitions.
 - 1. Local Area Travel: Local travel is defined as being less than one hundred miles one way with no overnight stay required.

2. Out-of-Area Travel: Any travel by a City employee exceeding 100 miles one way.
3. Overnight Travel: Any travel requiring or necessitating an overnight stay away from the employee's home.
4. Out-of-State Travel: Any travel requiring the employee to leave the State of Utah.

C. Guidelines.

1. Travel shall be limited by budget constraints and restricted to training that is appropriate and beneficial to the City and its business functions. Travel shall be done in as cost-conscious and efficient a manner as reasonable.
2. City personnel may attend professional development training as approved by their Department Director and/or the ~~City Administrator~~[City Manager](#) or their assigned designee.
3. The number of City personnel traveling to the same conference, convention, seminar, or training session shall be kept to a minimum. Special training needs requiring a group to attend shall be approved by the ~~City Administrator~~[City Manager](#).
4. City personnel attending a conference, convention, seminar, or training session shall share any and all pertinent information with other employees upon their return. Methods of imparting this information to others may range from a formal training session to an informal discussion in a department staff meeting.
5. Department Directors shall be responsible to see that personnel within their respective departments comply with the travel policies and procedures and stay within the approved travel appropriation.
6. Prior to traveling, a travel authorization form shall be completed and delivered to the City Finance Director or assigned designee. The authorization form must be signed by the employee and approved by the employee's Department Director and/or the ~~City Administrator~~[City Manager](#) or their assigned designee.
7. Overnight travel and any associated expenditure of funds must be made according to the procedures outlined below:
 - a. Housing. The City will provide hotel accommodations at the government rate or single room conference rate. An itemized hotel bill must be submitted with the final travel authorization. Room service will fall under the per diem guidelines. City

business phone calls will be covered but should be kept to a minimum. The individual will be responsible to pay for in-room movies and other hotel services. Multiple employees attending the same conference shall each have their own room, unless the employees expressly choose to share a room.

- b. Ground Transportation. The City will pay the cost of necessary ground transportation. City personnel are expected to secure the least expensive means of appropriate transportation under the circumstances. Receipts must be submitted for reimbursement.
- c. Hotel costs for travel occurring along the Wasatch Front will not be reimbursed unless approved in advance by the ~~City Administrator~~[City Manager](#).
- d. Airfare. The City will pay the cost of the economy class airfare. Flight arrangements should be made so that arrival times allow for sufficient rest to fully participate for and benefit from the conference, convention, seminar, or training session. The employee's travel itinerary and other supporting cost documentation must be submitted for reimbursement.
- e. Mileage. If airline service is available to the conference, convention, seminar, or training session and the employee elects to drive, the mileage reimbursement shall not exceed the cost of airfare, standard rental car, and other applicable costs (such as airport parking, etc.).
- f. Meals. The City allows a daily meal per diem for each day of business-related travel. Certain cities have been classified as "premium" cities and have a higher daily meal per diem. The full per diem may not be claimed if a meal is provided as part of a conference, convention, seminar, or training session. For a listing of destination cities and their applicable daily per diem rates, please contact the Accounts Payable Office or go online to www.gsa.gov. A Department Director may choose to pay an amount lower than the daily per diem as circumstances dictate but may not exceed it. Employees who have been issued a City credit card, may use it to pay for approved travel related meals. Employees must retain all receipts related to such purchases. In the event that the daily total expense for meals is greater than the

- allowable per diem amount, the difference will be repaid by the traveling employee or reported as taxable wages on the employees W-2.
- g. Entertainment. The City will not pay for any entertainment expenses (i.e. golf, city tours, sporting events, cultural arts events, concerts, etc.) that are not included as part of the basic seminar/conference registration fee.
8. For business travel exceeding 100 miles one way that does not require an overnight stay, a lunch per diem is available. Please contact the Human Resources Office for the applicable per diem rate or go online to www.gsa.gov.
9. City personnel may receive a cash advance for travel expenses up to \$300. Amounts in excess of \$300 must be approved by the ~~City Administrator~~[City Manager](#).
10. Local area travel that has a multiple-day conference requiring more than one round trip to the conference site will not be considered local travel and will require authorization from the ~~City Administrator~~[City Manager](#).
11. Exact receipts are required for approved expenses. Receipts and mileage must be submitted on a Mileage and Expense Report obtainable from the Finance Department.
12. Local travel expenses between the employee's home and assigned work location are not reimbursable. However, if employees are required by business necessity to travel from home to a site other than their assigned work location, the City will reimburse them for the difference between the mileage of their normal commute to their assigned work location and the total miles driven on business.
13. The City will reimburse City personnel for out-of-pocket expenses for gasoline and other necessary expenses when driving a City vehicle, if approved.
14. Costs incurred for traveling companions who are not City personnel will be considered ineligible expenses and will not be reimbursed. There is an exception for spouses of City personnel who are expected to participate in the event for which the travel is required. Such exceptions must first be approved by the ~~City Administrator~~[City Manager](#).
15. Incidental Expenses - Incidental expenses are not considered part of a meal per diem reimbursement and, therefore, substantiation is required. Incidental expenses include ground transportation, parking, and related tips; fax, telephone, internet, or copy charges; and other business-related expenses. Other tips are not reimbursable.

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16. Employee expenses paid by other entities – Eagle Mountain City employees that provide services to other entities either formally or informally may represent the interest of those entities as well as Eagle Mountain City while traveling on official Eagle Mountain City business. Where possible, the shared benefit of the employee activities while traveling should be determined and costs of that travel proportionally split between the benefiting entities.
 17. If any employee travel-related expenses are paid directly by another entity, those payments must be documented and disclosed to Eagle Mountain City. Any travel-related expenses that are paid by another entity must not be submitted to Eagle Mountain City for reimbursement to the employee. In such circumstances Eagle Mountain City will reimburse the employees for travel related costs and then bill the other entity the proportional share of those travel-related costs, or the other entity will bill Eagle Mountain City for its proportional share of the travel-related costs paid by the other entity.
 18. If an employee receives a per diem allowance prior to traveling and is not able to travel, the employee will return those funds to Eagle Mountain City. If upon review of travel expenses inappropriate or fraudulent expenses have been incurred the employee may be subject to disciplinary action including recovery of funds, inability to travel, suspension or termination.

20. Record Keeping

20.00 | General Policy

Last Revision: --/--/----

Federal law requires employers to keep detailed data about their employees.

20.05 | Confidentiality

Last Revision: --/--/----

Employee records are maintained in compliance with the law.

- A. Confidentiality must be maintained at all times with access limited to employees and their supervisory chain.

- B. The City's policy is that only relevant, job-related information is maintained on its employees, that such information is held in strict confidence, and that access is limited only to those who require it for legitimate business reasons.
- C. Employees have the opportunity to review their own files in the presence of the Mayor, or designee, on City premises during regular business hours.

20.10 | Personnel Files Requirements

Last Revision: --/--/----

A. General.

- 1. Personnel files are maintained on each employee and kept by the Human Resources Department only. The record copy (original) of all appropriate personnel information, as set forth hereafter, related to an employee shall be filed in the employee's personnel file.
- 2. No information from any record placed in an employee's personnel file will be communicated to any person or organization except by the Mayor, or designee.
- 3. Employees or their representative designated by a power of attorney may examine the employee's personnel file upon request during normal working hours at the City. When a supervisor requires access to the personnel file of an employee under their supervision for the handling of personnel matters, the supervisor must obtain authorization from the Mayor, or designee.

B. Contents.

- 1. An employment record, including the employee's job application, resume, interview forms, Employee's Withholding Allowance Certificate (Form W-4), etc.
- 2. A signed copy of the employee's acknowledgment of receiving a copy of this Manual and the performance standard for the position the employee currently occupies.
- 3. Election form to disclose or keep confidential the employee's home address and home telephone number.
- 4. All personnel action forms, including:
 - a. Performance evaluations.
 - b. Promotions or transfers.
 - c. Salary rate changes.

- d. Disciplinary action taken. The employee will be asked to sign the disciplinary action form. If the employee refuses to sign this form; the Mayor, or designee, will so state.
- 5. Any information the employee wants included in response to any of the above actions.
- 6. Records of citations for excellence or awards for good performance.
- 7. Record of any other pertinent information having a bearing on the employee's status.
- C. Employee Information/Change of Employee Status. Employees are responsible for ensuring that personal employee information contained in their personnel files is current and accurate. Employee information (any change in number of dependents, marital status, address, telephone number, etc.) should be updated by completing an Employee Information/Change of Status Form and giving it to the Mayor, or designee, to file in his/her personnel file.
- D. Giving References. City limits information given in a reference to the following.
 - 1. Verification that the employee worked, full time or part time, for the City during a stated period.
 - 2. A description of the position held.
 - 3. Verification that the employee achieved a given salary range.

20.15 | Other Files Requirements

Last Revision: --/--/----

Records related to the items listed below should be kept for a period of at least one (1) year. In addition, records should be examined annually to keep the files current and to save those records that management feels should be kept longer.

- A. Job applications.
- B. Test papers completed by job applicants or candidates for any position.
- C. Results of any preemployment physical exam and mobility exams should be kept for a period of at least four (4) years.
- D. Any advertisements or notices relating to job openings, promotions, training programs, or opportunities for overtime work.
- E. Records of promotion, demotion, transfer, selection for training, layoff, rehire, or termination of any employee. These should also be signed by the employee.

20.20 | Maintaining Sexual Harassment Complaint Files

Last Revision: --/--/----

- A. Information related to any sexual harassment complaint or proceeding shall be maintained in a separate and confidential sexual harassment complaint file. This information shall not be placed or maintained in an employee's personnel file.
- B. Information contained in the sexual harassment complaint files shall be released only with the written authorization of the victim and the Mayor, or designee.
- C. Participants in any sexual/gender harassment proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

20.25 | Medical Information

Last Revision: --/--/----

Information relating to medical information shall be maintained in a separate and confidential medical information file. Information in this file includes all written or orally obtained information pertaining to medical issues, FMLA forms, medical and dental enrollment forms which contain health-related information, health statements, applications for additional life insurance, and any other medical information. Information regarding the results from fitness for duty evaluations shall be maintained in a separate file (file separate from personnel file and medical information file).

20.30 | Salary/Wage Requirements

Last Revision: --/--/----

The FLSA requires the City to keep all of the following data on all employees for a period of at least three (3) years.

- A. Employee's sex.
- B. Time and day workweek begins.
- C. Hours worked each day and total hours worked each week.
- D. Total daily or weekly straight-time earnings.
- E. Total additions to or deductions from wages paid each pay period, including an explanation of items that make up additions and deductions.
- F. Date of payment and pay period covered.
- G. Total overtime above regular compensation for workweek.

20.35 | Other Requirements

Last Revision: --/--/----

There are record keeping requirements under other Federal and State laws over which the personnel record keeping function has jurisdiction:

- A. Occupational Safety and Health Act (OSHA) record of injuries.
- B. Employee Retirement Income Security Act (ERISA) record of pensions.
- C. The Immigration Reform and Control Act (IRCA) of 1986 requires verification of status forms to be kept for three (3) years after the person is hired or for one (1) year after employment is terminated, whichever is later.

21. Payroll Administration

21.00 | Pay Periods

Last Revision: --/--/----

The FLSA requires wages be calculated on a weekly basis for employees not working in public safety activities. The FLSA requires wages be calculated on a recurring period of work that is not less than seven (7) consecutive days nor more than twenty-eight (28) consecutive days for employees working in public safety activities. All employees shall be paid bi-weekly.

21.05 | Paydays

Last Revision: 06/15/2021

All employees will be paid by check or direct deposit on a biweekly basis (26 times annually), usually on Friday. If a scheduled payday falls on a City-observed holiday, employees will usually be paid on the day preceding the holiday.

21.10 | Minimum Wage/Salary

Last Revision: --/--/----

The FLSA requires that the City pay an employee at least the minimum wage as a gross wage/salary, minus the legally required pay deductions.

21.15 | Pay Deductions

Last Revision: --/--/----

The City is permitted to make deductions authorized by their employees and in compliance with the FLSA. Improper deductions should be reported immediately to the affected employee's supervisor. Further, the City shall comply with the requirements of Utah Code Ann. § 34-32-1.1.

22. Website Live Chat Policy

22.00 | General Policy

Last Revision: 08/20/2019

A. Definitions.

1. Agent. Any City employee or elected official representing the City through the Live Chat tools on the City website.
2. Chat. A two-way conversation held between an agent and another individual on a digital platform such as the Live-Chat platform used on the City website.
3. Chat Session. The digital conversation between a customer and agent, with its beginning being initiated at the time a customer requests assistance and ending when the customer disengages from the chat tool.
4. Customer. Any individual who initiates a chat session with a City agent.
5. Discrimination. The act of selectively and deliberately altering the normal customer service practices to demean, degrade, or otherwise commit harm to individuals of a race, sex, age, disability, religion, veteran status, or other federally protected classes.
6. Forwarding. The act of one agent orchestrating the disengagement of a chat with a customer following the initiation of a new agent being presented to continue the conversation.
7. Harass or Harassment. Unwelcome conduct that is severe or pervasive enough to create an environment where a reasonable person would feel intimidated, threatened, abused, or annoyed. Conduct can include offensive jokes, slurs, epithets or name calling, threats of physical assault to an individual or members of their family, intimidation, ridicule or mockery, insults or put-downs, and interference with work performance.

8. Live Chat. A chat session happening in real-time on the City website via the Live Chat tool.
 9. Script. A prepared text to be used in conversation.
 10. Transient Communication. Any record with temporary value and serves to convey information of temporary importance. Transient communications are not retained.
- B. Purpose. The policies found herein are intended to ensure proper use of Live Chat functionality found on the Eagle Mountain City website. When followed, the policies aid in the reduction of risk of a poor customer service experience, inadvertently transmitting or retaining sensitive information, or creating improper expectations of the use of the tool. Live Chat is a very powerful capability that can be a significant component in communication with residents or otherwise, but it also requires careful management.

22.05 | Personal Information and Payments

Last Revision: 08/20/2019

- A. Agents should at no time share personal information with the customer including their personal contact information, address, age, and so forth. Agents are permitted to share their work phone number and email to improve support, as needed.
- B. Agents should at no time request personal information from the customers, except information necessary for serving the customer such as a service address, account number, name, and basic contact information.
 1. Any personal information collected for the purpose of serving the customer should not be retained or shared by the agent except with other City employees who are providing assistance.
- C. Payment information is not to be shared on the Live Chat tool. If a customer requests to make a utility payment or other payment, they are to be directed to the online means of payment such as Xpress Bill Pay, or the Agent should provide a call-in number for the customer to make a payment over the phone.

22.10 | Retention

Last Revision: 08/20/2019

- A. Live Chat sessions shall be treated as transient communications. Any logs of chat sessions with customers shall be removed daily.

- B. Agents shall not keep records on their computers, in print or otherwise, of any chat logs.
 - 1. Exception when customers are being evaluated for a potential ban from the Live Chat tool and records of conversations become necessary in properly assessing that decision.
 - 2. Chat transcripts may begin to be preserved beginning with the first transcript that contains harassment as defined herein or any other improper conduct described in this policy.
 - 3. Chat transcripts to be preserved for evaluation of a ban should be marked for retention within the chat tool.
 - 4. Individuals that are banned but do not reside within Eagle Mountain City may have records destroyed following the decision.
 - 5. Records of the decision to ban a customer that resides in Eagle Mountain City including the chat session transcripts that led to the decision must be retained for two years.

22.15 | Discrimination

Last Revision: 08/20/2019

- A. Agents should not discriminate by demeaning, ignoring, or otherwise providing substandard service to those of a particular race, sex, age, disability, religion, veteran status, or other federally protected classes.
- B. Agents should not transfer a customer to another agent based on race, sex, age, disability, religion, veteran status, or other federally protected classes.

22.20 | Communication Practices

Last Revision: 08/20/2019

- A. Agents shall maintain a behavior of professionalism in conversations with all customers.
 - 1. Agents shall maintain a high level of professionalism in their communication, avoiding casual speaking.
 - 2. Agents should refrain from sharing opinions on the City, City staff or elected officials, businesses, policies, and so forth.
 - 3. Positive attitudes should prevail, ensuring that professionalism also includes a courteous, kind, and respectful interaction.

- B. Agents should always remain honest and transparent. In instances where it is inappropriate to share information, or the agent does not have the full information needed to provide an adequate or accurate response, the agent should refer the customer to a staff member or other entity as required that would have the answers needed.
- C. Agents should not use profanity or other vulgar language at any time.
- D. Agents should respond quickly to Live Chat requests, treating an incoming request the same as an incoming phone call. If an Agent must leave his/her computer for more than five minutes, he/she should change the status on the Live Chat tool to offline to not receive additional Live Chat requests until he/she has returned.
- E. Management of time dedicated to phone calls, Live Chat, and in-person conversations is the responsibility of the supervisor who may elect to dedicate staff to certain communication channels permanently or for periods of time or allow staff to balance all three.
 - 1. Communication priorities are as follows:
 - a. In-person communication;
 - b. Phone calls;
 - c. Live chats
 - 2. As with typical phone conversations, a request for a customer to hold can be used. If all staff are occupied and cannot quickly respond to a Live Chat request, an agent should communicate the following or something similar: “We are currently assisting others at this time and cannot immediately respond. If you are able to wait, someone will be with you shortly; otherwise you are welcome to send an email to [department email address].”
 - a. Agents should not frequently be offline but instead remain online for most of their workday. Agents who are unable to be online for most of their workday may be removed as an agent.
- F. Agents may engage in up to three Live Chat sessions concurrently after meeting performance requirements.

1. Agents will start with one Live Chat session at a time. If after 100 chats, their satisfaction score is over 80% and their first response time is under one minute, they may begin to chat with two customers concurrently.
 2. Agents who maintain an 80% satisfaction score and a first response time under one minute after 500 chats will be permitted to chat with up to three customers concurrently.
 3. Agents whose scores fall below the performance levels indicated will need to step down to a lower number of concurrent chats until performance improves.
- G. If a customer becomes unresponsive for more than two minutes, the agent should verify the customer is still present and kindly make them aware that the chat session will be terminated for inactivity after two further minutes. If inactive for four total minutes, the agent may recommend to the customer to reach back out or call at a suggested phone number, and then terminate the chat session.
- H. Agents may forward customers to other agents who may be able to provide greater assistance on a particular topic.
1. Agents should ensure that the customer was successfully transferred.
- I. Customers requiring service in another language should be transferred to bilingual agents, when available.
- J. Agents should not in any way harass a customer.
1. Additionally, customers are not permitted to harass agents. If an agent believes they are being harassed, they should contact a supervisor and retain the chat transcript. The supervisor will determine if the harassment warrants further action and address the needs of the harassed agent.
 2. In cases where customers continue to harass after being asked to cease, a supervisor may request the agent transfer the chat to him/her in an attempt to resolve the issue. If the customer continues the harassment, the supervisor may authorize the ban of the customer from the Live Chat tool.
 - a. Agents are not permitted to ban customers without first speaking with their supervisor.

22.25 | Work Hours and Safeguards

Last Revision: 08/20/2019

- A. Agents are only permitted to accept Live Chat requests during established work hours.
 - 1. The last chat session should begin no later than 30 minutes prior to closing time.
- B. Agents are not permitted to click on any links shared by a customer.
- C. Supervisors should daily select random Live Chats to examine for improper conduct, customer service quality, and any trends of common questions that might require preparing a response template or using other communications methods to educate the public.

22.30 | Handling Improper Conversations

Last Revision: 08/20/2019

- A. Customers may at times request to chat with an agent about a subject in which they have no expertise, familiarity, or is otherwise more appropriate for a different department. In these cases, the Agent should advise the customer of the appropriate department and share a link to the page associated with that department from within the City website.
- B. If customers are requesting to discuss topics that are completely unrelated to City operations, the Agent should ask the customer if they have any question related to City operations. If they have no question, the Agent should kindly inform the customer of the purpose of the Live Chat tool, recommend they request a chat again when they have a question that would benefit from the Live Chat tool, and then terminate the chat.

22.35 | Other General Policies

Last Revision: 08/20/2019

- A. Agents are permitted to create and use scripts to expedite the response to frequently asked questions.
- B. Agents are not emergency dispatchers. Customers reporting medical, police, or fire emergencies should be directed to immediately call 911 if there is risk to life or property. If there is no risk to life or property, they should be advised to call the appropriate non-emergency line. Customers reporting City emergencies including fallen or ruptured utilities, damaged roads, flooding, or otherwise should be advised to immediately call 801-789-5959.

22.40 | Penalties

Last Revision: 08/20/2019

- A. Supervisors shall evaluate penalties for actions contrary to policy on a case-by-case basis.
- B. Agents are encouraged to self-report when they have not adhered to policy to receive further training.
- C. Should an Agent violate policy in more than one occasion, a supervisor may elect to suspend the Agent from using the Live Chat tool or permanently prohibit use if deemed appropriate.

23. Fraud Prevention

23.00 | Cash Receipting and Deposits

Last Revision: 07/07/2020

The City intends to establish a uniform control design for all City departments that receive cash. This policy has been developed by the Treasurer with input received from the Finance Department and external auditors, and has been approved by the City Council who ultimately is responsible for the overall design and implementation of organizational controls. Over time, it is expected this policy will be adjusted for changes in systems and organizational structure, at which time the Treasurer will propose changes to the City Council for review and approval.

A. Cash Receipts at Separate Individual Locations.

1. All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving the funds, the method of payment; cash, check, credit card etc., and designate the appropriate account. Manual receipts should have three copies: a customer copy, a Treasurer's Office copy, and a location copy.
2. At the end of each day, the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag

and either deliver it to the Treasurer's Office or place it in a secure (locked) place for deposit or use on the next business day.

3. Void/adjusted transactions. If a transaction needs to be voided or adjusted, it should be done by someone who does not receive cash. If an office does not have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off on the adjustment or voided transaction explaining the circumstances causing the adjustment. If the location is using a manual receipt book, all copies of the receipt should be present for any voided receipt. The system should be designed to generate a report of all adjusted/voided transactions to facilitate monitoring of this process.
4. Every effort should be made to ensure large quantities of cash are not on hand at any location overnight. If a location has a large transaction or series of transactions leaving cash on hand over \$1,000, the deposit should be made in the same day.
5. When deposits are made with the Treasurer's Office, the employee making the deposit will turn over the funds and watch as it is counted, receive a receipt detailing the amount, date of receipt and the signature of the Treasurer's Office employee who took custody of the funds. This receipt will be returned to the location and kept with the receipt records. Any discrepancy in the funds being deposited and the supporting documentation should occur when custody of the funds changes.
6. A clerk enters the deposit into the accounting system, delivers the deposit to the Treasurer to review and commit the batch, and then delivers the batch to the Finance Director, or designee, who does a final review of the batch and takes funds to the bank.
7. The City will install and maintain surveillance systems in offices receiving funds.
8. Mail will be opened in the presence of two or more employees and any correspondence containing payments will be removed and processed prior to distributing mail to individual persons or departments.

B. Deposits with Treasurer.

1. Treasurer's Office employee (Clerk) will receive funds, count the funds, compare the amount received to the supporting documentation provided and give a receipt to the

employee who turned over the funds with the amount received, date and that employees name and signature.

2. An employee from the Treasurer's Office enters the information from the deposit into the Accounting system.
3. At the end of each day, the Treasurer will review the batches from Clerks, match the total to the total receipts in the accounting system, and create a deposit slip (deposit information should be sufficiently detailed to allow a reviewer to trace individual transactions from satellite locations into the deposit and verify that the funds were received by the bank).
4. Copies of deposit slips are maintained and used to reconcile bank statements to the accounting records.
5. Department heads for departments that collect cash should review the revenue recorded into the accounting system with their copy of the deposits to ensure correct recording of cash.

23.10 | IT and Computer Security

Last Revision: 07/07/2020

The City furnishes computers and access to e-mail and Internet for employees' use in conducting City business. The purpose of this policy is to establish basic rules for employees' use of the City's computer system, including the Internet and email.

A. Internet and E-mail Use Policies.

1. Employees should not expect or assume any privacy regarding the content of email communications. The City reserves the express right to monitor and inspect the activities of the employee while accessing the Internet at any time, including reading and using employee emails. In addition, all software, files, information, communications, and messages (including emails) downloaded or sent via the Internet using City resources are the City's records and property of the City; such records are subject to potential review and disclosure under the public disclosure law of the State of Utah. Even after an email message has been "deleted," it may still be possible to retrieve it.
2. Internet use must comply with applicable laws and City policies including but not limited to all Federal and State laws, and City policies governing sexual harassment,

discrimination, intellectual property protection, privacy, public disclosure, confidentiality, misuse of City resources, information and data security.

3. Some individuals may find information on the Internet offensive or otherwise objectionable. Individual users must be aware that the City has no control over available information on the Internet and cannot be responsible for the content of information.
4. Violation of this policy is grounds for disciplinary action, up to and including termination.

B. Prohibited Uses of the Internet. The following is a non-exclusive list of prohibited uses of the Internet and email:

1. Commercial Use. Any form of commercial use of the Internet is prohibited;
2. Solicitation. The purchase or sale of personal items or non-business items through advertising on the Internet is prohibited;
3. Discrimination/Harassment. The use of the Internet to send messages or other content that is harassing, derogatory or unlawfully discriminatory to employees, citizens, vendors or customers is prohibited;
4. Political. The use of the Internet for political purposes is prohibited;
5. Aliases/Anonymous Messages/Misrepresentation. The use of aliases or transmission of anonymous messages is prohibited. Also, the misrepresentation of an employee's job title, job description, or position with the City is prohibited;
6. Social Networking Sites. The accessing and/or creation of social networking sites, such as Facebook, Twitter, Instagram, Blogs and similar sites is prohibited for non-City business purposes;
7. Instant Messaging;
8. Misinformation/Confidential Information. The release of untrue, distorted, or confidential information regarding City business is prohibited;
9. Viewing or Downloading of Non-business-related Information. The accessing, viewing, distribution, downloading, or any other method for retrieving non-City related information is prohibited. This includes, but is not limited to, entertainment sites, pornographic sites, sexually explicit sites, chat rooms and bulletin boards;
10. Unauthorized attempts to access another's network or e-mail account;

11. Display or transmission of sensitive or proprietary information to unauthorized persons or organizations;
 12. Spamming email accounts from the City's email services or City machines.
- C. Computer System Use Policies. The City's computer system permits employees to perform jobs, share files, and communicate internally and with selected outside individuals and entities in the performance and conduct of City business. Employees are prohibited from gaining unauthorized access to another employee's email messages, or sending messages using another employee's password.
1. To prevent potential City liability, it is the responsibility of all Internet users to clearly communicate to the recipient when the opinions expressed do not represent those of the City.
 2. The City has the capability and reserves the right to access, review, copy, modify and delete any information transmitted through or stored in its computer system. The City may disclose all such information to any party (inside or outside the City) it deems appropriate and in accordance with applicable law. Accordingly, employees should not use the computer system to send, receive or store any information they wish to keep private. Employees should treat the computer system like a shared file system—with the expectation that files sent, received or stored anywhere in the system will be available for review by any authorized representative of the City for any purpose, as well as the public if a proper request is made for public records.
 3. Good judgment should always be employed in using the City's email and Internet systems. Employee email messages may be read by someone other than the person(s) to whom they were sent. Emails inconsistent with the City's policies are to be avoided. Accordingly, employees should create and send only courteous, professional, and businesslike messages that do not contain objectionable offensive or potentially discriminatory material.
 4. Caution should be taken in transmitting confidential information on the computer system. Employees should use due care in addressing email messages to assure messages are not inadvertently sent to the wrong person inside or outside the City. Email creates a written record subject to court rules of discovery and may be used as

evidence in claims or legal proceedings. Once sent, email cannot be retracted. Even after deletion at a workstation, email can be retrieved and read.

5. The safety and security of the City's network and resources must always be considered when using the Internet. Any programs from a non-current source (i.e., software that is not purchased in original diskette or CD ROM format) or which involve executable or binary files must not be downloaded or installed without prior permission from an employee's direct supervisor and without being properly scanned for viruses. Employees are not to share or reveal individual passwords to anyone or change their computer's password without permission from a direct supervisor.
6. Nothing in this chapter prohibits the use and access of the described systems for bona fide law enforcement and investigation purposes. The City Council has the right to restrict or prohibit any employee from Internet access or computer use for violation of these policies. Any employee who fails to comply with these rules is subject to disciplinary action, up to and including termination. In addition, violation of this Manual may subject employees to civil or criminal liability.

D. Computer Equipment.

1. Personal use of City-owned computer systems is permitted only when all of the following criteria are satisfied:
 - a. The use offers an opportunity for the employee to increase the employee's job-related knowledge and skills;
 - b. The employee is not compensated for the work performed, unless the employee has received prior written approval by the Mayor, or designee;
 - c. The employee pays for the cost of consumables and other attendant expenses (for example, diskettes, paper, computer on-line/access charges, etc.);
 - d. The employee uses such computer system on the employee's personal time;
 - e. The employee does not use such computer system for permanent storage of data; and
 - f. Use does not conflict with the employee's City responsibilities or normal City business.

2. All data stored on, and software developed on, City-owned computer equipment is the property of the City and may be accessed, opened, read, archived, deleted, viewed/reviewed or monitored by the Mayor, or designee, at any time.
3. Employees, except as prompted by the City-owned computer system, are not permitted to establish or change passwords or any encryption on City-owned computer system without the prior written consent of their supervisor. Employees shall not disclose computer passwords.

E. Communication Systems/Computer System.

1. The City provides e-mail, voicemail, on-line subscriber services, the internet, intranet, website (Communications Systems), computers, printers, monitors, hardware, software (Computer System) to certain of its employees for their use to transact City business. The term Communications Systems may include Computer System, and the term Computer System may include Communications Systems.
2. Although the City recognizes that there will be incidental non-work-related use of Communication Systems or Computer System by its employees, these systems are intended to be used primarily for City purposes associated with the performance of each employee's job. Except as provided above, any use of the Communication Systems or Computer System for non-work-related purposes beyond limited incidental use is prohibited. All use must comply with this Manual. Any use of the Communications Systems or Computer System that adversely affects the operation of the Communications Systems or Computer System is prohibited. Employee will not be held responsible for unsolicited email that includes material (attachments, links, etc.) that would be considered prohibited pursuant to this Manual, provided the employee promptly deletes such email and does not forward such email to any other recipient.
3. The use of the Communication Systems or Computer System for the following purposes is prohibited:
 - a. Disparaging communications or jokes which are based on race, national origin, marital status, sex, sexual orientation, disability, age, religion, or any other characteristic protected under Federal, State or local law.

- b. Communications that are lewd, vulgar, indecent, or obscene, or which contain sexual innuendo, metaphor or simile.
 - c. Communications that constitute libel, slander, or defamation.
 - d. Downloading or sending or uploading of proprietary information, including copyrighted materials, trade secrets, proprietary financial information, or similar materials or media of unknown origin.
 - e. Accessing, storing, viewing/reviewing, downloading, copying, or sending pornographic or sexually explicit materials.
 - f. Gambling, wagering, or engaging in a lottery.
 - g. Gaming.
 - h. Shopping for items of a personal nature or items not City-related.
 - i. Knowingly introducing into the Computer System any piece of code used or intended to spy, copy, corrupt or destroy data, processes or programs (commonly referred to as virus, Trojan horse, worm, etc.).
 - j. Accessing chat rooms, message boards or any website not directly related to employee's duties.
 - k. Tampering with the configuration of antivirus software utilized by the Computer System without the prior written approval of the Mayor, or designee.
 - l. Disabling or overloading the Computer System or related network or circumventing any system intended to protect the privacy or security of any user.
 - m. Installing or running any program or utility which reveals weaknesses in the security of the Computer System.
 - n. Accessing unauthorized or confidential information (including, but not limited to, protected, controlled, or private information as defined in GRAMA) for which access has not been granted to such person.
- 4. No software or hardware may be downloaded or copied (from the internet or otherwise) or installed without the prior written approval of the Mayor, or designee.
 - 5. Information created, sent or retrieved through the Communication Systems or Computer System is generally regarded as public information. Employee should not expect that such information is private. In order to assure the proper and authorized use of the

Communication Systems or Computer System, the City reserves the right to access, open, read, archive, delete, view/review, or monitor all of these systems, including stored communications. Examples of instances in which accessing or monitoring may be used include, but are not limited to, determine whether there is personal use, to determine whether copyrighted materials or trade secrets may have been transmitted, to determine whether sexually explicit materials have been accessed,; or to investigate other communications which may be illegal or otherwise contrary to this Manual.

6. Employees are expected to respect the confidentiality of messages sent to others. Employees may not access or review communications sent or received through any of the Communications Systems or Computer System that are not intended for or distributed to them, except for the purpose of monitoring as described above.
7. All employees or departments having computers shall turn them off daily at the end of the work shift. The exceptions, of course, are those computers used to monitor or run the SCADA system, weather system, the sewer plant or the water systems. The monitors on the computers should also be turned off.
8. The City will terminate access to the Communications Systems or Computer System of any employee or other user of the Communications Systems or Computer System who violates these rules.
9. Any employee who fails to comply with these rules is subject to disciplinary action, up to and including termination. In addition, violation of this Manual may subject employees to civil or criminal liability.
10. FAX and Copying Machines. Any employee desiring to use City-owned FAX or copying machines for items of a personal nature may do so after paying for such use at the published rate.

23.20 | Hotline

Last Revision: 07/07/2020

- A. Introduction. The Eagle Mountain City Hotline provides an avenue for citizens, including public employees and contractors, to report improper governmental activities including:
 1. Waste or misuse of public funds, property, or manpower;
 2. Violations of a law, rule, or regulation applicable to the government;

3. Gross mismanagement;
 4. Abuse of authority;
 5. Unethical conduct.
- B. Filing a Complaint. Complaints may be submitted in writing using the attached form. Complainants may also submit any evidence that supports the complaint. Essential information includes specifics on ‘who, what, where, when’ as well as any other details that may be important such as information on other witnesses, documents, and pertinent evidence. Due to limited resources Eagle Mountain City is unable to accept complaints that are not supported by evidence or provide a means for us to investigate the problem further. At a minimum, please use the form as a guide to ensure the necessary information is provided. Submit complaints via the following methods:
1. Email: hotline@emcity.org;
 2. US Mail: 1650 Stagecoach Run, Eagle Mountain, UT 84005;
 3. Complainants may call the hotline at (801) 794-3970 for more information.
- C. City Processing of a Hotline Complaint. After receipt of the complaint, the Internal Auditor will review the allegation and any evidence provided by the complainant.
1. The list below represents some of the factors that are considered during the screening and prioritization process.
 - a. Does the complaint involve actions by a person subject to the Eagle Mountain City’s authority?
 - b. Does the complaint pertain to improper governmental activities? Disagreements with management decisions or actions taken by elected officials that are within the law will not be investigated.
 - c. Has the complainant taken appropriate steps to resolve the issue with the City? If the City is not responsive, the concern relates to top management, or the complainant desires anonymity, consideration will be increased.
 - d. What is the timing and frequency of alleged improper activity? Allegations of improper activities that are recent and/or on-going may receive a higher priority.

- e. Should the allegation be investigated by another entity? Are there other agencies that have oversight of the complaint? Is a member of the governing body or the audit committee being accused?
 - f. Can the complaint be efficiently and effectively investigated? Overly broad or vague complaints or complaints where evidence is unavailable may be declined or receive a low priority.
 2. The Internal Auditor communicates to the Audit Committee:
 - a. The allegation of the complaint;
 - b. Any facts supporting or refuting the complaint;
 - c. A recommendation based upon preliminary inquiry.
 3. Audit Committee decides the appropriate next action (if a member of the Audit Committee is the subject of the complaint they may not be included in this process):
 - a. Discontinue the investigation;
 - b. Continue with the investigation;
 - c. Refer the investigation to another agency.
 4. If the investigation proceeds, the audit committee sets the following:
 - a. Time and resource budget;
 - b. Scope of the audit.
 5. Internal Auditor completes the audit.
 6. Internal Auditor creates a report outlining the work performed and conclusions.
 7. Internal Auditor provides the report to the Audit Committee.
 8. Audit Committee reports investigation results to the whole governing body (if a separate audit committee exists).
 9. Governing body addresses any findings noted in the report
- D. Whistleblower Protection. Utah Code § 67-21-3 prohibits public employers from taking adverse action against their employees for reporting government waste or violations of law in good faith, to the appropriate authorities. A public entity employee, public body employee, legislative employee, or judicial employee, is presumed to have communicated in good faith if they have given written notice or otherwise formally communicated the conduct to the City (see Utah Code § [67-21-3\(1\)\(b\)\(iv\)\(A\)](#) for more information).

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- E. Confidentiality. The identity of the complainant is considered protected information under the Utah Government Records Access and Management Act (GRAMA) and will be kept confidential if requested by the complainant. (See Utah Code Section [67-3-1\(15\)](#)).
- F. Complaints may be submitted anonymously to the Hotline. However, it is preferable that the complainant provide their name and contact information to allow for follow-up questions and reporting the results back to the complainant. Whistleblower protections do not apply to anonymous complaints.

23.25 | Reporting Fraud or Abuse

Last Revision: 07/07/2020

- A. Definition. "Improper governmental action" means any action by a City employee:
1. That is undertaken in the performance of the employee's official duties, whether the action is within the scope of the employee's employment; and
 2. That is in violation of any federal, state, or local law or rule, is an abuse of authority, is of substantial and specific danger to the public health or safety or is a gross waste of public funds
- B. Reporting Fraud or Abuse.
1. Employees who become aware of improper governmental actions should raise the issue first with their supervisor. If requested by the supervisor, the employee shall submit a written report to the supervisor, or to some person designated by the supervisor, stating in detail the basis for the employee's belief that an improper governmental action has occurred. Where the employee reasonably believes the improper governmental action involves his or her supervisor, the employee may raise the issue directly with the ~~City Administrator~~[City Manager](#) or such other person as may be designated by the ~~City Administrator~~[City Manager](#) to receive reports of improper governmental action.
 2. In the case of an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate department with responsibility for investigating the improper action.
 3. The supervisor, ~~City Administrator~~[City Manager](#), or the designated role by the ~~City Administrator~~[City Manager](#) shall take prompt action to assist Eagle Mountain City in

properly investigating the report of improper governmental action. Eagle Mountain City officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken as a result of the investigation may be kept confidential.

4. City employees may report information about improper governmental action directly to the Human Resources, Audit Committee, or the designated role by the ~~City Administrator~~City Manager with responsibility for investigating the improper action if the employee reasonably believes that an adequate investigation was not undertaken to determine whether an improper governmental action occurred, or that insufficient action has been taken to address the improper governmental action or that for other reasons the improper governmental action is likely to recur.
5. City employees who fail to make a good faith attempt to follow procedures in reporting improper governmental action shall not receive the protections provided by Eagle Mountain City in these procedures.

C. Complaints, Investigations, Review and Enforcement.

1. Any person may file a complaint alleging a violation of this policy.
2. The complaint shall be in writing and shall, except as described in section C below, be signed by the complainant. The written complaint should state the nature of the alleged violation(s), the date(s), time and place of each occurrence, and name of the person(s) charged with the violation(s). The complaint shall be filed with the ~~City Administrator~~City Manager, or the designated role by the ~~City Administrator~~City Manager who shall provide a copy to the person charged with a violation. The complainant shall provide the ~~City Administrator~~City Manager, or the designated role by the ~~City Administrator~~City Manager with all available documentation or other evidence to demonstrate a reason for believing that a violation has occurred.
3. This policy is intended to protect employees who choose to come forward in good faith with complaints about governmental actions and conduct of Eagle Mountain City

employees. Anonymous complaints have the potential to subject the person who is the subject of the complaint to an investigation that may, at the least, cause stress and embarrassment, and may, at most, result in discipline or termination of employment. Eagle Mountain City is reluctant to begin an investigation based on an anonymous complaint because evidence will be difficult to obtain and verify, and it will be impossible to assess the complainant's credibility. Complainants and whistleblowers have protection from retaliation under Eagle Mountain City policy. A thorough investigation of complaints is Eagle Mountain City's goal. It may not be possible to conduct a thorough investigation when a complainant remains anonymous. Therefore, Eagle Mountain City reserves the right to decline to investigate any complaint that is provided anonymously.

4. If a complaint is received anonymously it shall be directed to Internal Audit for a recommendation on the processing of the complaint. Upon review of the complaint, the Internal Auditor will recommend to the Audit Committee either that the complaint has no merit or that it should be investigated. Such a recommendation will be made within ten (10) days of receipt of the complaint, if possible. Upon receipt of the Internal Auditor's recommendation the Audit Committee shall make the final determination on whether to continue the investigation, end the investigation, or refer the matter to an outside entity.
5. Within thirty (30) days after receipt of a complaint, the Internal Auditor, or another person appointed by the Audit Committee shall conduct a preliminary investigation. If the [Internal Auditor] or a member of the Audit Committee or the governing board are implicated in the complaint, the Audit Committee will determine an independent person who will conduct the investigation. Criminal allegations will be referred to the proper law enforcement agency.
6. If the Internal Auditor determines, after preliminary investigation, that there are no reasonable grounds to believe that a violation has occurred, the Internal Auditor shall advise the Audit Committee to dismiss the complaint. If the Audit Committee does dismiss the complaint, it shall do so in writing, setting forth the facts and provisions of law upon which the dismissal is based, and shall provide a copy of the written dismissal to the complainant, to the person charged with the violation and to the governing board.

23.30 | Conflicts of Interest

Last Revision: 07/07/2020

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- A. City officers and employees individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the City. Officers and employees owe a fiduciary duty to the City and must not act in a manner that is contrary to that duty or to the interests of the City. Officers and employees must place the interests of the City over their own personal interests with respect to the governance, policy, strategic direction and operations of the City.
- B. It is the intent of the City Council to meet and exceed those protections against conflicts of interest contained in State law. Under this policy, a conflict of interest arises when an officer or employee has a personal interest in a matter that is or may be in conflict with or contrary to the City's interests and objectives to such an extent that the officer or employee is or may not be able to exercise independent and objective judgment within the context of the best interest of the City. For the purposes of this policy, an officer's or an employee's "personal interest" includes those of his or her relatives, business associates or other persons or organizations with whom he or she is closely associated.
- C. The following provisions shall serve as a guide to officers and employees with respect to the affairs of the City:
1. City officers or employees shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the City Council and the City's Internal Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer or as an employee that exceeds \$50.00.
 2. The complete confidentiality of proprietary business information must be respected at all times. Officers and employees are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or

to the detriment of the City, or to individually conduct negotiations or make contacts or inquiries on behalf of the City unless officially designated by the City Council.

3. Officers and employees are prohibited from acquiring or having a financial interest in any property that the City acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the City does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the City and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the City is prohibited if this interest or relationship might tend to impair the ability of the officer(s) or employee(s) to be independent and objective in his or her service to the City.
4. If members of the immediate family of an officer or of an employee have a financial interest as specified above, such interest shall be fully disclosed to the City Council which shall decide if such interest should prevent the City from entering into a particular transaction, purchase, or engagement of services. The term “immediate family” means officer’s spouse, parent, dependent children, and other dependent relatives.
5. When a conflict of interest exists, the officer or employee shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
6. Officers and employees may not realize, seek, or acquire a personal interest in a business that does business with the City.
7. Officers shall complete a Conflict of Interest Disclosure Form annually by the end of January. This form shall be signed and notarized. Completed forms shall be submitted to the Recorder’s Office and made available to the public upon request.
8. The Recorder’s Office shall provide copies of all completed forms to the City Council at the end of January each year.
9. The City Council shall review all completed forms and consider the disclosures. The City Council should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the City.

23.35 | Ethical Behavior

Last Revision: 07/07/2020

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- A. Prohibited Conduct - Disqualification from acting on City Business. No current employee or officer, as specified, shall:
1. Engage in any transaction or activity, which is, or would to a reasonable person appear to be, in conflict with or incompatible with the proper discharge of official duties, or which impairs, or would to a reasonable person appear to impair, the employee's independence of judgment or action in the performance of official duties and fail to disqualify him or herself from official action in those instances where conflict occurs;
 2. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any matter upon which the employee is required to act in the discharge of his or her official duties, and fail to disqualify him or herself from acting or participating;
 3. Fail to disqualify him or herself from acting on any transaction which involves Eagle Mountain City and any person who is, or at any time within the preceding twelve (12) month period has been a private client of his or hers, or of his or her firm or partnership;
 4. Have a financial or other private interest, direct or indirect, personally or through a member of his or her immediate family, in any contract or transaction to which Eagle Mountain City or any Eagle Mountain City agency may be a party, and fails to disclose such interest to the appropriate authority prior to the formation of the contract or the time Eagle Mountain City or City agency enters into the transaction; provided, that this paragraph shall not apply to any contract awarded through the public bid process in accordance with applicable law.
- B. Prohibited Conduct - Improper Use of Official Position. No current employee or officer, as specified, shall:
1. Use his or her official position for a purpose that is, or would to a reasonable person appear to be primarily for the private benefit of the employee, rather than primarily for the benefit of Eagle Mountain City; or to achieve a private gain or an exemption from duty or responsibility for the employee or any other person;

2. Use or permit the use of any person, funds, or property under his or her official control, direction, or custody, or of any City funds or property, for a purpose which is, or to a reasonable person would appear to be, for something other than a legitimate purpose.
 3. Except in the course of official duties, assist any person in any transaction where the employee's assistance is, or to a reasonable person would appear to be, enhanced by that employee's position with the City; provided that this subsection shall not apply to: any employee appearing on his or her own behalf or representing himself or herself as to any matter in which he or she has a proprietary interest, if not otherwise prohibited by ordinance;
 4. Regardless of prior disclosure thereof, have a financial interest, direct or indirect, personally or through a member of his or her immediate family, in a business entity doing or seeking to do business with Eagle Mountain City, and influence or attempt to influence the selection of, or the conduct of business with that business or entity.
- C. Prohibited Conduct – Accept Gifts or Loans. No current employee or officer, as specified, shall:
1. Ask for or receive, directly or indirectly, any compensation, gift, gratuity, or thing of value, or promise thereof, for performing or for omitting or deferring the performance of any official duty; except that the following shall be allowed:
 - a. Unsolicited flowers, plants, and floral arrangements;
 - b. Unsolicited advertising or promotional items of nominal value, such as pens and notepads;
 - c. Unsolicited token or awards of appreciation in the form of a plaque, trophy, desk item, wall memento, or similar item;
 - d. Unsolicited food items given to a department when the contents are shared among employees and the public;
 - e. Unsolicited items received for the purpose of evaluation or review provided the officer or employee has no personal beneficial interest in the eventual use or acquisition of the item by the City;
 - f. Information material, publications, or subscriptions related to the recipient's performance of official duties;

- g. Food and beverages consumed at hosted receptions where attendance is related to official duties;
 - h. Meals, beverages, and lodging associated with retreats or other meetings where the official serves as a representative, designee or is otherwise assigned to another organization or entity from the City;
 - i. Travel costs, lodging, and tuition costs associated with City-sanctioned training or education when not provided by a private entity under contract with the City.
 - j. Admission to, and the cost of food and beverages consumed at, events sponsored by or in conjunction with a civic, charitable, governmental, or community organization and other officials or employees of similar agencies are in attendance;
 - k. Unsolicited gifts from dignitaries from another entity or other jurisdiction that are intended to be personal in nature;
 - l. Campaign contributions; and
 - m. Unsolicited gifts with an aggregate economic value of \$50.00 or less from a single source in a calendar year received either directly or indirectly by the official or employee.
- D. Disclose Privileged Information. No current employee or officer, as specified, shall disclose or use any privileged or proprietary information gained by reason of his or her official position for the immediate or anticipated personal gain or benefit of the employee or any other person or entity; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request.
- E. Financial or Beneficial Interest in Transactions. Regardless of prior disclosure an employee or officer may not participate in or benefit from (personally or through his or her family) a contract or agreement where that employee or officer acted as an agent of Eagle Mountain City. This includes receiving compensation, gratuity or other benefit from an interested party of an agreement or contract with Eagle Mountain City.
- F. Nepotism. No current employee or officer, as specified, shall violate Utah Code § 52-3, which prohibits employment of relatives, with few exceptions.

- G. Misuse of Public Resources or Property. No current employee or officer, as specified, shall violate Utah Code § 76-8-4, which delineates the unlawful use of public funds and destruction of property, including records.
- H. Outside Employment. No current employee or officer, as specified, shall retain secondary employment outside of Eagle Mountain City employment, which, as determined by the City Council and according to Utah Administrative Code R477-9-2:
 - 1. Interferes with an employee's performance.
 - 2. Conflicts with the interests of Eagle Mountain City or the State of Utah.
 - 3. Gives reason for criticism or suspicion of conflicting interests or duties.
- I. Political Activity. Except as otherwise provided by law:
 - 1. The partisan political activity, political opinion, or political affiliation of an applicant for a position with Eagle Mountain City may not provide a basis for denying employment to the applicant.
 - 2. An Eagle Mountain City officer's or employee's partisan political activity, political opinion, or political affiliation may not provide the basis for the officer or employee's employment, promotion, disciplinary action, demotion, or dismissal.
 - 3. An Eagle Mountain City employee may not engage in political campaigning or solicit political contributions during hours of employment.
 - 4. An Eagle Mountain City officer or employee may not use City equipment while engaged in campaigning or other political activity.
 - 5. An Eagle Mountain City officer or employee may not directly or indirectly coerce, command, or advise another City officer or employee to pay, lend, or contribute part of the officer's or employee's salary or compensation, or anything else of value to a political party, committee, organization, agency, or person for political purposes.
 - 6. An Eagle Mountain City officer or employee may not attempt to make another officer or employee's employment status dependent on the officers or employee's support or lack of support of a political party, affiliation, opinion, committee, organization, agency, or person engaged in political activity.
- J. An Eagle Mountain City employee who has filed a declaration of candidacy may:

1. Be given a leave of absence for the period between the primary election and the general election; and
 2. Use any vacation or other leave available to engage in campaign activities.
- K. Neither the filing of a declaration of candidacy nor a leave of absence under this section may be used as the basis for an adverse employment action, including discipline and termination, against the employee.
- L. Nothing in this chapter shall be construed to:
1. Prohibit an Eagle Mountain City officer or employee's voluntary contribution to a party or candidate of the officer or employee's choice; or
 2. Permit an Eagle Mountain City officer or employee partisan political activity that is prohibited under federal law.
- M. No Eagle Mountain City officer or employee shall solicit or participate in soliciting any assessment, subscription, or contribution to any political party during working hours on the premises of any Eagle Mountain City property.
- N. No Eagle Mountain City officer or employee shall promise any appointment to any position with Eagle Mountain City as a reward for any political activity.
- O. An Eagle Mountain City employee who is elected to an office with Eagle Mountain City name shall terminate City employment prior to being sworn into the elected office.
- P. Fair and Equal Treatment.
1. No person shall be appointed to, removed from, or in any way favored or discriminated against with respect to any appointive public office because of such person's race, color, age, religion, sex, national origin, or functional limitation as defined by applicable state or federal laws, if otherwise qualified for the position or office.
 2. No Eagle Mountain City officer or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.
- Q. Prohibited Conduct After Leaving Eagle Mountain City.
1. No former employee shall, during the period of one (1) year after leaving Eagle Mountain City office or employment:

2. Disclose or use any privileged or proprietary information gained by reason of his/her City employment for his/her gain or anticipated gain, or for the gain or anticipated gain of any person, unless the information is a matter of public knowledge or is available to the public on request;
3. Assist any person in proceedings involving an agency of Eagle Mountain City with which he/she was previously employed, involving a matter in which he or she was officially involved, participated or acted in the course of duty;
4. Represent any person as an advocate in any matter in which the former employee was officially involved while an Eagle Mountain City employee;
5. Participate as a competitor in any competitive selection process for a City contract in which he or she assisted the City in determining the project or work to be done or the process to be used.

Appendices

Appendix A: Credit Card Holder Acceptance Agreement

Credit Card Holder Acceptance Agreement

The following Credit Card Acceptance Agreement must be signed by all Eagle Mountain City employees with access to a credit card.

I understand that Eagle Mountain City has authorized my use of a credit card for authorized expenditures on its behalf. In accepting and/or using the card, I agree to be bound by the terms and conditions which follow.

1. I will use the card issued to me for the payment of authorized expenses consistent with my organizational responsibilities and to satisfy the needs of my department and Eagle Mountain City.
2. I will not use the card to obtain cash advances.
3. I understand that I am the only authorized card user and accept the responsibility and accountability for the protection and proper use of the card.
4. I will not use the card for personal use or for any other non-City purposes.
5. I understand that all purchases shall be made in accordance with applicable purchasing and credit card policies and procedures approved by the City Council.
6. I understand that I will be responsible for the timely reconciliation of all credit card transactions charged to my assigned card.
7. I understand that I am responsible to provide appropriate documentation/receipts for credit card transactions charged to my assigned card.
8. I will surrender my assigned card to the ~~City Administrator~~City Manager in the event of my separation from Eagle Mountain City.
9. I understand that any charges against my assigned card that are not properly identified or not allowed by Eagle Mountain City shall be paid by me by check, United States currency or salary deduction. I further understand that any employee who has been issued a card shall not use the card if any disallowed charges are outstanding and shall surrender the card upon demand of the City Administration.
10. I will immediately report any stolen or lost card to my department head.

I understand that any variance and/or violation of the above conditions will result in cancellation of my assigned credit card. Misuse of the card could result in disciplinary action and/or personal liability for unapproved charges. All City credit cards are subject to examination by external and internal auditors.

EMPLOYEE POLICIES AND PROCEDURES MANUAL

I HAVE READ AND I UNDERSTAND THE ABOVE CONDITIONS.

Name: _____ Department: _____

Signature: _____ Credit Card #: _____

Appendix B: Hotline Reporting Form

Hotline Reporting Form

Email completed form to hotline@emcity.org or mail to Eagle Mountain City, 1650 E Stagecoach Run, Eagle Mountain, UT 84005

Complainant Information:

Complainant to remain anonymous: ☐ Yes ☐ No	
Complainant would like a response: ☐ Yes ☐ No	
Complainant Name:	
Check One: ☐ Elected Official ☐ City Employee ☐ Citizen/Contractor	
Date Submitted:	
Home Address:	
Phone:	Email:
Work Address and Information (if applicable):	

Information Concerning the Complaint (please complete one form for each separate complaint)

Each improper action should be noted separately and be supported with reliable and sufficient evidence. Supplying detailed information contributes to a thorough and efficient investigation. This form is designed to help you supply the needed information.

Who is the person(s) the complaint is against? (Please provide name, position, agency, division, and phone #)

Who is the above person's supervisor? (Please provide name, position, and phone#)
What is the assertion of improper governmental activity? Please describe in detail.
When did the event(s) take place? Please include dates, time, and frequency.
Where did the event(s) occur?
Are there any other persons who might provide information or who witnessed the event? If so, what are their names, positions, agencies, divisions, and their contact information?
Is there evidence that can be examined or documentation that can be reviewed? (Please provide any available documentation)
How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone else?

What specific law or state regulation has been violated?

Please attach to the email supporting documentation, details and ANY and ALL other information available to support the complaints or concerns.

Appendix C: Annual Conflict of Interest Disclosure Form

Annual Conflict of Interest Disclosure Form

The following disclosures are required to be made annually by all officers of Eagle Mountain City, pursuant to Utah Code Annotated 17-16a-6, 7, and 8. If additional space is needed, please use a separate sheet of paper. Per statute, the information provided shall be kept on file with the City Council and may be subject to disclosure to the public.

I, _____ am the duly
elected/appointed

_____ of Eagle Mountain City.

- 1) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which are subject to the regulation of Eagle Mountain City, and within such business entities, I hold the following positions:

Business Entity Name:

Position within Business Entity:

Ownership of a substantial interest is defined in U.C.A. 17-16a-3(8) as an interest of 10% or more of the shares of a corporation, or a 10% or more ownership interest in other entities, legally or equitably held or owned by the officer, the officer's spouse, or the officer's children.

*Note: There is no case law or statutory guidance as to what constitutes a business entity "subject to regulation of the City." A business which is simply issued a business license by the City may or may not be deemed by a court, administrative agency, an auditor, or member of the public to be an entity regulated by the City. Businesses regulated by interlocal agencies of which the City is a member may or may not be deemed to be a business regulated by the City (i.e., a restaurant subject to regulations imposed by an interlocal agency).

A business entity which requires a conditional use permit to operate may more likely be deemed to be a business entity regulated by the City than a business that simply receives a business license from the City.

- 2) I am an officer, director, agent, employee or owner of a substantial interest in the following business entities which do business with or anticipate doing business with Eagle Mountain City.

Business Entity Name:

Position within Business Entity:

Please note that pursuant to U.C.A. §17-16a-7, an officer must disclose his or her interest or involvement in such an entity immediately prior to any discussion in an open and public meeting pertaining to business that the City may do with any such entity, regardless of whether a disclosure of interest or involvement in the business was made in this document.

- 3) The following personal interests or investments of mine create a potential or actual conflict between my personal interest and my public duties:

* * * OPTIONAL DISCLOSURES * * *

- 4) The following disclosures of other business interests, investments, and other matters are not required to be made by law, but are made with the intent to more fully disclose other interests that may be deemed relevant to the administration of public duties, or in furtherance of my intent to provide a more complete disclosure of my economic or personal activities, or for other reasons:

DATED THIS _____ DAY OF _____, _____.

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

EMPLOYEE POLICIES AND PROCEDURES MANUAL

THIS _____ DAY OF _____, _____.

NOTARY PUBLIC

Appendix D: Annual Ethics Pledge

Annual Ethics Pledge

The following pledge is required to be made annually by all officers and employees of Eagle Mountain City: I, _____ am the duly elected/appointed

_____ of Eagle Mountain City.

I pledge to adhere to the code of ethics as approved by the City Council. These topics include, but are not limited to: improper use of official position, accepting gifts or loans, disclosing privileged information, retaining a financial or beneficial interest in a transaction, nepotism, misuse of public resources or property, outside employment, political activity, fair and equal treatment, and conduct after leaving office or employment. Additionally, I pledge to disclose all conflicts of interest on the conflict of interest disclosure form. I understand that state statute and City ordinance provide for penalties for violation of specific unethical behavior. Signing this document verifies that I have been provided time to read applicable statutes and ordinances, as well as the Eagle Mountain City code of ethics.

DATED THIS _____ DAY OF _____, _____.

By: _____

Title/Office: _____

SWORN TO AND SUBSCRIBED BY ME

THIS _____ DAY OF _____, _____.

NOTARY PUBLIC

Appendix E: Fleet Policies and Procedures Manual

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1. General

1.00 | Purpose

Last Revision:
02/04/2020

The purpose of this policy is to ensure the safety of those individuals who operate City fleet units, and to provide guidance on the proper use of all City fleet units. It is the driver's responsibility to operate the unit in a safe manner and to drive defensively to prevent injuries and property damage. As such, Eagle Mountain City endorses all applicable State motor vehicle regulations relating to driver responsibility. Each driver is expected to drive in a safe and courteous manner. The attitude one takes when behind the wheel is the single most important factor in driving safely.

1.05 | Guiding Policy

Last Revision:
02/04/2020

Eagle Mountain City shall provide for central management of its fleet units, including their purchase, ownership, replacement, and disposal. All maintenance and repair services for City fleet units and equipment shall be done in house, unless determined by the Fleet Supervisor that maintenance or repair service be outsourced. All fuel services will be outsourced.

City fleet units shall be provided and utilized only when required to conduct City business.

City fleet units shall be managed in accordance with the lifecycle approach to material management, and with the principles of cost-effectiveness and prudence.

To maximize cost-effectiveness, City fleet units shall be periodically evaluated. Eagle Mountain City shall strive to meet fleet unit replacement goals. The Fleet Policy and Procedures Manual will be reviewed and revised every three to five years, as needed.

Authorized operators of City fleet units shall be required to operate them responsibly. No City fleet unit will be operated with a known safety deficiency.

2. Responsibilities

2.00 | City Facility/Operations Director

Last Revision:
02/04/2020

The City Facility/Operations Director or his/her designee is responsible for planning, directing, managing, coordinating, and supervising programs for the acquisition, assignment, utilization, maintenance, repair, replacement, and disposal of City fleet units. Provides fuel cards for City fleet units. May delegate the responsibility for implementing and complying with the provisions of this policy to the City Fleet Supervisor.

2.05 | City Fleet Supervisor

Last Revision:
02/04/2020

The City Fleet Supervisor or his/her designee shall be responsible for the following:

- A. Accept any delegated authority of implementing and complying with the provisions of this policy from City Facility/Operations Director;
- B. Review fleet purchasing and specification issues with the Assistant ~~City Administrator~~City Manager which require additional clarification or conflict resolution;
- C. Ensure City fleet acquisitions minimize the cost of acquisition, operating, and repairs; and maximize resale value;
- D. Maintain the following information:
 - 1. The name, date of birth, driver license number, and assigned City fleet unit of all authorized operators;
 - 2. Accidents involving City fleet units; and
 - 3. City fleet unit registration and warranty information.
- E. Enforce authorized operator eligibility and oversee disciplinary action in conjunction with the appropriate department director;
- F. Ensure that all City fleet units are properly titled and licensed to Eagle Mountain City;

- G. Arrange for authorized operator training, testing, and certification;
- H. Facilitate authorized operator abidance of fleet policies and procedures (e.g.: provide tire gauges, training, etc.);
- I. Monitor vehicle usage and determine the suitability of replacing vehicles and equipment;
- J. Dispose of fleet units when maintaining the unit becomes uneconomical. As units reach target miles/hours for replacement, the City Fleet Supervisor shall prepare a technical and cost evaluation with a repair/replace analysis to determine if units are to be retained, disposed of, or reassigned;
- K. Develop replacement criteria and schedules for each fleet unit and class of fleet unit. All City fleet units acquired and maintained shall be targeted for replacement according to industry standards. The guidelines shall be used as a basis for developing the useful life of units for chargeback purposes, and for programming future departmental vehicle and motorized equipment requirements. The guidelines shall be based on time and/or mileage and shall be measured against actual fleet usage;
- L. Produce monthly and annual expense reports, and expense projections for the annual budget process;
- M. Annually monitor and evaluate the condition of City fleet units;
- N. Establish a preventative maintenance program. The program should incorporate manufacturers' maintenance standards and preventative maintenance tasks directed towards energy efficiency, including regular filter changes, tune ups, and proper tire pressure. Preventative maintenance shall be scheduled to ensure minimum fleet unit downtime;
- O. Notify departments on a monthly basis of fleet units past due for scheduled preventative maintenance;
- P. Track fleet unit and parts warranties;
- Q. Administer maintenance and service contracts to ensure the City receives proper service levels. The City Fleet Supervisor shall obtain bids annually for ongoing maintenance services and mechanic work contracts;
- R. Advise departments in developing specifications for new or replacement fleet units; and
- S. Make recommendations on fleet unit policies and procedures.

2.10 | Department Directors/Department Heads

Last Revision:
02/04/2020

Department Directors and Department Heads shall carefully assess department needs to minimize fleet size and shall plan fleet unit usage to maximize efficiency and minimize mileage driven; ensure units requested for acquisition and use within his/her department are of the appropriate size and only include items/accessories which are operationally required; reinforce City usage rules and discipline authorized operators for violations of policies; and ensure that department employees inspect assigned vehicles as required and schedule preventative maintenance.

2.15 | Authorized Operators

Last Revision:
02/04/2020

Abide by City usage rules. Assume complete responsibility for the care of assigned fleet units. Operators shall report deficiencies discovered, which are beyond the authorized operator's capability to correct, to the City Fleet Supervisor for repairs. When using a fleet unit with a gross weight over 26,000 pounds, authorized operators are required to complete and turn in a pre-trip inspection form. Authorized operators will operate all City fleet units in accordance with the restrictions or limitations imposed upon their respective driver license.

Authorized operators shall perform daily inspections of his/her assigned fleet unit. Daily inspections shall include, but not be limited to, the following safety items, depending upon fleet unit type:

- A. Foot and emergency brake;
- B. Head, tail, and brake lights;
- C. Turn signals;
- D. Tire pressure and tire condition;
- E. Windshield wipers;
- F. Mirrors;

- G. Visual damage (dents, large scratches, cracked windows, etc.);
- H. Ensure the GPS module is plugged in.
- I. Water and oil levels (required to be checked daily for fleet units with a gross weight over 26,000 pounds; fleet units with a gross weight under 26,000 pounds shall be checked when refueling the unit, at a minimum).

3. General Policies and Procedures

3.00 | Authorized Operator Eligibility

Last Revision:
02/04/2020

To operate a City fleet unit, employees shall have a valid driver license for the type and class of unit being operated. Employees shall submit their name, date of birth, and driver license number to the Human Resource Department. The City shall provide the relevant employee information to the Utah Local Governments Trust (Trust) to obtain the employee's motor vehicle record from the Utah Driver License Division; the Trust will send updated motor vehicle records for all employees to the Human Resources Department on a monthly basis. If an operator does not have a valid driver license, his/her authority to operate a City fleet unit shall be withdrawn until the license is valid. It is the responsibility of authorized operators to notify the City Fleet Supervisor and Human Resource Coordinator if his/her driver license status changes. Operating a City fleet unit with a suspended or revoked driver license may be grounds for termination. Upon hiring, new employees must complete the City's Defensive Driver Training before operating a City fleet unit. All employees shall attend Defensive Driver Training annually.

The City has adopted an age restriction for authorized operators' eligibility for the following fleet units:

Vehicles with a gross weight less than 26,000 pounds and trailers with a gross weight less than 10,000 pounds must be operated by employees 18 years of age and older. The Mayor or ~~City Administrator~~[City Manager](#) may grant an exception that allows employees 17 years

of age to drive these vehicles when department directors make such a recommendation based upon unusual circumstances.

3.05 | Licensing

Last Revision:
02/04/2020

All City fleet unit licenses, titles, and registrations shall be maintained according to Federal, State, and local laws. All City vehicles must maintain a valid copy of the vehicle registration and insurance card.

3.10 | Usage

Last Revision:
02/04/2020

Authorized operators shall be aware of the following City fleet unit usage rules:

- A. City fleet units shall only be used for official City business.
- B. All State and Local laws must be obeyed.
- C. The use of a City fleet unit while under the influence of intoxicants and/or other drugs which could impair driving ability is forbidden, and is sufficient cause for discipline, up to and including termination of employment.
- D. No driver shall operate a City fleet unit when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.
- E. City fleet units shall not be operated by authorized operators who have consumed alcoholic beverages in the previous eight hours, or by those who are under the influence of drugs that may diminish one's ability to drive.
- F. Conservative driving habits, such as gradual acceleration and strict adherence to Federal, State, and local driving and traffic laws shall be implemented by authorized operators of City fleet units.
- G. All occupants of City fleet units shall wear safety belts at all times.
- H. Drivers shall complete calls while the City fleet unit is parked and/or use the phone in a hands-free mode via a headset or speaker. While driving, attention to the road and safety shall always take precedence over conducting City business over the phone.

- I. Headlights shall be used two hours before sunset and two hours after sunrise, during inclement weather, or at any time when a distance of 500 feet ahead of the fleet unit cannot be seen clearly.
- J. Drivers are responsible for the security of City fleet units assigned to them. The fleet unit engine must be shut off, ignition keys removed, and doors locked whenever the unit is left unattended.
- K. City fleet units shall be respected, protected, and not misused or abused by authorized operators.
- L. Operators shall seek opportunities to minimize City fleet unit idling time.
- M. Smoking, including the use of electronic cigarettes, and chewing tobacco are not allowed in City fleet units.
- N. City fleet units shall not be taken home or leave the corporate limits of Eagle Mountain City outside of an authorized operator's normal duty hours, unless he/she qualifies for on-call or take-home status (see After-Hour On-Call/Take-Home Use within this policy), or as otherwise approved by the Mayor or his/her designee. During duty hours, a department director may authorize City fleet units to leave the corporate limits of Eagle Mountain City for official business.
- O. City fleet units shall be operated safely and within unit design standards.
- P. City fleet units shall be refueled properly.
- Q. Passengers in City fleet units are prohibited, unless the passengers are:
 - 1. Other City employees;
 - 2. Other persons engaged in or advising on matters relating to City services or improvements;
 - 3. Other persons who are being transported as part of an approved activity; or
 - 4. Other persons who have been approved in writing in advance by the appropriate department director, the ~~City Administrator~~[City Manager](#), or the Mayor.
- R. Passengers shall follow all City rules while in City fleet units. The responsibility of passengers following all City rules lies on the authorized operator of the City fleet unit.

Unless otherwise authorized, the following are examples of the unauthorized use of a City fleet unit:

- A. Transporting family, friends, pets, associates or other persons who are not City employees, or who are not serving the interests of the City.
- B. Transporting hitchhikers.
- C. Transporting acids, explosives, hazardous materials, and flammable materials when not specifically related to employment duties.
- D. Extending the length of time that the City fleet unit is in the operator's possession beyond the time needed to complete the official purposes of the trip.
- E. Generally, except when approved, or when necessary for the performance of employment duties, the use of a City fleet unit for activities such as shopping, participating in sporting events, hunting, fishing, or any activity that is not included in the employee's job description, is not authorized.
- F. Using a City fleet unit for personal convenience, such as when a personal vehicle is not operational.

3.15 | Identification

Last Revision:

02/04/2020

City fleet units shall be plainly marked with the Eagle Mountain City logo except when the following conditions apply:

- A. Fleet equipment that is too small for the City logo, or
- B. Those vehicles approved by the ~~City Administrator~~[City Manager](#), or designee.

3.20 | Misuse and Abuse

Last Revision:

02/04/2020

Damage to a City fleet unit caused by willful conduct or negligence on the part of the authorized operator shall be cause for disciplinary action. Such disciplinary action may include restitution for the cost of repairs, suspension or revocation of operating privileges, or termination.

Last Revision:

3.25 | Defensive Driving Guidelines

02/04/2020

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- A. Drivers are required to maintain a safe following distance at all times. Drivers shall keep a two-second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the following distance shall be increased to at least four seconds.
 - B. Drivers must yield the right-of-way at all traffic control signals and signs requiring them to do so. Drivers shall be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right-of-way. School zone speed limits must be followed.
 - C. Drivers must never exceed posted speed limits. In adverse driving conditions, drivers must reduce speed to a safe operating speed that is consistent with the conditions of the road, weather, lighting, and volume of traffic. Tires can hydroplane on wet pavement at speeds as low as 40 mph.
 - D. Turn signals must be used while going into traffic and before every turn or lane change.
 - E. When passing or changing lanes, drivers must view the entire vehicle in the rear-view mirror before pulling in front of said vehicle.
 - F. Drivers must be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Drivers may never speed through an intersection on a caution light. When the traffic light turns green, drivers must look both ways for oncoming traffic before proceeding.
 - G. When waiting to make left turns, drivers must keep the City fleet unit wheels facing straight ahead to ensure the City fleet unit will not be pushed into the lane of oncoming traffic if rear ended.
 - H. When stopping behind another vehicle, drivers must leave enough space to view the rear wheels of the car in front. This allows room to go around the vehicle if necessary and may prevent the City fleet unit from being pushed into a vehicle ahead of the City fleet unit, if rear-ended.

-
- I. Drivers shall avoid backing where possible, but when necessary, drivers shall keep the distance traveled to a minimum and be particularly careful. Drivers shall check behind the City fleet unit before backing and shall back to the driver's side. Drivers shall not back around a corner or into an area of no visibility.

3.30 | Accident Resolution

Last Revision:

02/04/2020

Accidents occurring in a City fleet unit shall be determined preventable or non-preventable through careful review of the accident police report and any other means by the department head, Human Resources, and the Fleet Supervisor. Should the accident be determined to be preventable, the following shall be imposed and enforced:

- A. After one preventable accident within a five-year period, the authorized operator shall be required to attend a risk management-approved driver safety program.
- B. After the second preventable accident within a five-year period, the authorized operator shall be required to attend, at their own expense, a State-certified or nationally-recognized defensive driving course.
- C. Involvement in three preventable accidents within a five-year period shall be cause for disciplinary action, which may include loss of driving privileges. If operating a City fleet unit is an essential function of the authorized operator's position, the authorized operator may be terminated.

3.35 | Custodial Responsibility

Last Revision:

02/04/2020

Custodial responsibility of each City fleet unit will be assigned to the department for its intended use. The department head, or designee, will be responsible for the maintenance and upkeep of the City fleet units assigned to the department or division. Use of City fleet units will be delegated by the department head, or designee.

3.40 | Cleaning and Preventative Maintenance

Last Revision:
02/04/2020

Each department is responsible for maintaining the cleanliness of their assigned City fleet unit. City fleet units shall be cleaned at regularly scheduled intervals. Each department is responsible for keeping up with the preventative maintenance schedule outlined by the City Fleet Supervisor. For further details about repairs and preventative maintenance, see Maintenance and Repair Procedures in this manual.

3.45 | Fuel

Last Revision:
02/04/2020

Citywide contracts for retail fuel dispensing services have been established. Operators are required to use the contracted vendor fuel cards. To the degree possible, fuel cards should be issued for specific City fleet units, and not for individual operators. This will allow for fuel cost monitoring for specific units.

Unless specifically prohibited by manufacturer warranty or recommendations, all City fleet units operating on gasoline shall use regular unleaded gasoline. Higher octane blends (marketed as premium, super-unleaded, plus, etc.) are prohibited for use in City fleet units. Diesel vehicles are required to use Type 1 diesel fuel. City fleet units shall only be refueled at self-service islands or central fueling facilities.

3.50 | Modification

Last Revision:
02/04/2020

All requests for City fleet unit modifications shall be approved by the appropriate department director and transmitted to the City Fleet Supervisor in writing by the end of the budget year. Department directors will not install, nor allow to be installed, any additional electrical or electronic equipment such as stereo, CB radios, lights, light chargers or radio chargers in any City fleet unit. Equipment of this type must be installed by an approved City vendor. Radar detectors are strictly prohibited in City fleet units.

3.55 | Acquisition

Last Revision:
02/04/2020

Prior to fleet unit acquisition, the using department shall conduct a needs analysis to determine the minimum size vehicle or equipment needed to meet departmental requirements.

All purchases shall be the most cost-efficient purchase possible, and acquired City fleet units shall provide the best possible support of City operations. Acquisition criteria shall include maintenance costs, repair costs, operating costs, and resale value.

3.60 | Reporting Requirements

Last Revision:
02/04/2020

Authorized operators shall enter accurate mileage when fueling City fleet units. Department heads shall submit City fleet usage data at the end of every month to the City Fleet Supervisor.

3.65 | In the Event of an Accident

Last Revision:
02/04/2020

In the event of an accident involving a City fleet unit, operators must complete the following steps:

- A. If there are any injuries, call 911. If there are no injuries, contact Dispatch: 801.794.3970
- B. Contact City Operations Director: 801.420.2327
- C. Contact Supervisor
- D. Report accident to the City Recorder's Office: 801.789.6611
- E. Provide current vehicle registration and insurance forms to investigating authority.
- F. If the operator is at fault in the accident, the City Fleet Supervisor or the operator's supervisor must take the operator directly to Work Med for a drug test (1091 W. South Jordan Pkwy Suite 500, South Jordan, Utah 84095, 385.887.7200). Please see Human Resources for other approved locations.

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- G. If the operator has a Commercial Driver License, he/she must submit to a post-accident drug test, as required by Federal Motor Carrier Safety Administration Regulation §382.303: Post-accident Testing. <https://cms8.fmcsa.dot.gov/regulations/titl49/section/382.01>
- H. The operator's supervisor may require the operator to submit to a drug test, regardless of fault.

3.70 | Post-accident Testing

Last Revision:

02/04/2020

An employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing. The results of tests conducted by Federal, State, or local law enforcement officers having independent authority to conduct tests to detect alcohol or controlled substances may be used by the City to meet post-accident testing requirements. Upon required testing due to an accident or reasonable cause, the employee tested shall not engage in the operation of any City equipment or in any employment-related duties, which his/her supervisor deems dangerous to him/herself or others until the results of the tests are received and the employee is released back to work by the Mayor or ~~City Administrator~~ [City Manager](#).

Time frames for alcohol testing and consequences of failure to test:

- A. If the test is not administered within two hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered within two hours.
- B. If the test is not administered within eight hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within eight hours.

Time frames for controlled substance testing and consequences of failure to test:

- A. If the test is not administered within eight hours following the accident, the supervisor shall prepare and submit documentation stating why the test was not administered within eight hours.

- B. If the test is not administered within thirty-two hours following the accident, the supervisor shall cease attempts to administer an alcohol test and shall prepare and submit documentation stating why the test was not administered within thirty-two hours.

3.75 | Discipline

Last Revision:

02/04/2020

The authority to operate a City fleet unit may be suspended or revoked by the City Fleet Supervisor for any of the following reasons:

- A. The operator does not have an up-to-date driver license;
- B. The operator has been involved in three or more preventable accidents during a five-year period;
- C. The operator has received five or more citations for violating motor vehicle laws during a five-year period;
- D. The operator has misused or illegally operated (based on citizen complaints) a City fleet unit three times during a five-year period;
- E. The operator does not report usage data to his/her department director and/or the City Fleet Supervisor; or
- F. The operator has not obeyed City fleet unit usage rules.

3.80 | GPS Tracking Devices

Last Revision:

02/04/2020

The City Fleet Supervisor will supply each City fleet unit with a GPS tracking device. The GPS tracking device is supplied for the protection of the authorized operator and shall remain plugged in.

3.85 | Mileage Reimbursement

Last Revision:
02/04/2020

It is City policy that an employee uses a City vehicle to conduct City business. If a City vehicle is not available and an employee is required to use his/her personal vehicle on City business, the employee will be reimbursed at the current IRS approved rate. If the employee chooses to use a personal vehicle for travel, the employee will only be reimbursed actual fuel charges. A receipt must accompany any requests for fuel reimbursement. The employee shall submit a request for reimbursement based upon this record.

3.90 | Use of Personal Vehicle

Last Revision:
02/04/2020

Employees using their personal vehicle for City business are required to carry no-fault and liability insurance on their personal vehicle in the minimum amounts mandated by Utah law. Employees are encouraged to carry adequate collision and liability insurance to cover damage to their vehicle or injuries in the event of an accident. City insurance will only cover potential liability of the City.

4. Maintenance and Repair Procedures

4.00 | General

Last Revision:
02/04/2020

Vehicle maintenance includes inspection, lubrication, adjustments, cleaning, testing and replacing vehicle components which have failed or are on the verge of failure. These actions will be performed on a scheduled, periodic basis, which is called a preventative maintenance cycle, or on an unscheduled basis, which is referred to as breakdown or unscheduled maintenance.

4.05 | Preventative Maintenance or In Disrepair but Operational

Last Revision:
02/04/2020

Operators who notice a need for preventative maintenance or repair shall contact the City Fleet Supervisor or Fleet Technician and provide the fleet unit number and repair(s) required. The City Fleet Supervisor shall prepare a fleet unit work order and coordinate the repair(s).

4.10 | Vehicle in Disrepair and not Operational

Last Revision:
02/04/2020

For City fleet units in disrepair and not operational, the authorized operator shall call the City Fleet Supervisor and provide the authorized operator name, unit number, location of unit, and symptoms. The City Fleet Supervisor shall arrange towing of the unit.

4.15 | Repairs Complete Notification

Last Revision:
02/04/2020

The City Fleet Supervisor will notify the assigned department upon completion of repairs.

4.20 | After-hours Fleet Support

Last Revision:
02/04/2020

After-hours fleet support will be provided for emergencies only. Authorized operators requiring emergency fleet support shall contact the City Fleet Supervisor. If the City Fleet Supervisor cannot be contacted, the requesting operator shall contact his/her department director.

4.25 | After-hours Towing Service

Last Revision:
02/04/2020

The City Fleet Supervisor shall provide after-hours towing service to departments that provide 24-hour City service. The City Fleet Supervisor shall provide the authorized operator or the department director with contact information to request after-hour services.

5. After-hour On-call/Take-home Use Policy

5.00 | Purpose

Last Revision:
02/04/2020

The purpose of this policy is to establish the rules and procedures governing the assignment, use, and reporting requirements of City take-home fleet units. The policy has been created with consideration of the City's insurance through the Utah Local Governments Trust. This policy is not intended to create any individual right or cause of action not already existing and recognized under State or Federal law.

No City fleet unit shall be taken home by any employee at any time for any reason except when the employee is scheduled to be on call after hours and lives within 30 minutes of the City's limits, or as otherwise approved by the Mayor or his/her designee.

5.05 | Employee Eligibility

Last Revision:
02/04/2020

A department head may recommend a take-home fleet unit for an employee if the following criteria are met:

- A. The employee is the primary operator of the fleet unit;
- B. The employee resides within 30 minutes of Eagle Mountain City limits;
- C. The employee is authorized to drive a City fleet unit; and
- D. The employee has not had his/her driving privileges revoked.

The ~~City Administrator~~[City Manager](#) or his/her designee provides final approval for take-home fleet units. Any exceptions to this policy must be approved in writing by the relevant department head.

5.10 | Definitions

Last Revision:
02/04/2020

- A. Administration. The Eagle Mountain ~~City Administrator~~[City Manager](#) or Assistant ~~City Administrator~~[City Manager](#).

- B. Assignment/Reporting Requirements for Take-Home Fleet Units. Employees that are assigned a take-home City fleet unit, whether for daily use or on an on-call basis, must be recommended by the department head and approved by Administration.
- C. Exempt Vehicles. According to Federal guidelines and for purposes of tax calculation, certain vehicles and equipment are exempt from increased tax liability. This exemption means that the taxable income of the employee assigned an exempt vehicle will not be affected.
- D. Exempt Qualified Nonpersonal Use Vehicle. Any vehicle that is not likely to be used more than minimally for personal purposes because of its design. Qualified nonpersonal use vehicles generally include the following vehicles:
 - 1. Clearly marked police and fire vehicles;
 - 2. Unmarked vehicles used by law enforcement officers, if the use is officially authorized;
 - 3. Qualified specialized utility repair trucks;
 - 4. Ambulances or hearses, used for their specific purpose;
 - 5. Vehicles designed to carry cargo with a loaded gross vehicle weight over 14,000 pounds;
 - 6. Delivery trucks with seating for the driver only, or the driver plus a folding jump seat; and
 - 7. Passenger busses with a capacity of at least 20 passengers, used for their specific purpose

Example: An on-call snowplow driver's taxable income will not be affected if the take-home vehicle is equipped with plow, salt, and cover.

Use of a qualified nonpersonal use vehicle, including commuting, is excludable to the employee, and recordkeeping and substantiation by the employee are not required by the IRS. Reg. § 1.274-5T(k); Reg. § 1.132-5(h)

- E. Home Storage. The storage of a City fleet unit at an employee's residence during non-business hours.
- F. Non-Exempt Vehicles. According to Federal guidelines and for purposes of tax calculation only, vehicles that do not meet the criteria of exempt vehicles are classified as non-exempt. An employee assigned a non-exempt vehicle will incur a tax liability as required by the Federal government.
- G. Official City Purpose. Official City business assigned by an employee's supervisor, department head, City Administration, or the Mayor.
- H. Personal Use. Any use of a City fleet unit other than an official City purpose.
- I. Take-Home Fleet Unit. Any fleet unit that is owned, leased, rented or otherwise under the care, custody or control of Eagle Mountain City, and is taken from the City premises after normal working hours to remain in home storage overnight for the use of a City employee for an official City purpose. Take-home fleet units are either assigned to an employee by the department head, or used by employees for on-call purposes.
- J. Tax Liability. An employee who has a non-exempt, assigned take-home vehicle will have an assessment, as set by the Federal government each year, added to his/her taxable income. The assessed amount is added to the employee's taxable income only for the purpose of calculating tax liability. The employee assigned the use of a non-exempt take-home vehicle will be responsible for the tax on the assessed amount.

5.15 | General Provisions

Last Revision:
02/04/2020

-
- A. Only City employees with a valid State of Utah driver license that is appropriate for the vehicle to be operated are authorized to operate City fleet units. Non-City employees may not operate City fleet units at any time.
 - B. The employee to which a non-exempt take-home vehicle is assigned will incur the tax liability prescribed by the Internal Revenue Service.
 - C. The City reserves the right to search fleet units at any time, for any purpose. Employees have no expectation of privacy in City fleet units. Use of a City fleet unit is a privilege of employment, not a right.

- D. Employees authorized to take a City fleet unit home must drive the fleet unit to and from work by the most direct route, without deviation. The location of home storage for a City fleet unit must be within 30 minutes of Eagle Mountain City limits, unless approved in writing by Administration.
- E. Use of a City fleet unit for going to and from lunch shall be restricted to within the limits of Eagle Mountain City or Saratoga Springs, if able to do so within an allowed lunch break. Supervisors may grant an exception to this policy if the operator is attending a meeting or conference.
- F. Carpooling while commuting between work and home in a City fleet unit is prohibited. This restriction includes carpooling with other City employees. Other employees or non-employees may ride in a City fleet unit for official City purposes.
- G. Employees must avoid situations that would give rise to a legitimate complaint, such as blocking streets, driveways, etc.
- H. City employees involved in accidents in a City fleet unit while not on official City business are responsible for all liabilities arising from the accident.
- I. Employees may receive authorization from their department head to take a City fleet unit home for the purpose of leaving from home to travel for an official City purpose.
- J. Notwithstanding any other provisions of this policy, Administration may authorize an employee to use a City fleet unit at any time for any purpose that is deemed necessary for the conduct of an official City purpose.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Consenting to the Reorganization of the Timpanogos Special Service District		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	Timpanogos Special Service District		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve a Resolution consenting to the Reorganization of the Timpanogos Special Service District.

BACKGROUND:

The Timpanogos Special Service District ("TSSD") is looking to reorganize as a special district (formerly called a local district). Utah State Code provides for a process in which it may do this. It requires the consent of the governing body of each city located entirely or partially within the special service district, as well as the county. TSSD is seeking the City Council's consent to reorganize as an Improvement District, a type of Special District. The proposed Timpanogos Special District ("TSD") would have the same boundaries as the current TSSD.

There are 2 key differences between the way special service districts and special districts operate. The first key difference relates to governance. Pursuant to Utah Code Section 17D-1-301, the sponsoring entity may govern a special service district directly or it may delegate governance to an administrative control board. If it chooses to delegate its authority to an administrative control board, it may modify, limit, or revoke that authority at any time. The County is the sponsoring entity of TSSD and has delegated governance to an administrative control board with 13 members. Eagle Mountain City has 1 member on the board.

Special Districts operate more independently. They are governed by a board of trustees that are not subject to the sponsoring entity's whims the way a special service district is. Due to the boundaries of the

proposed TSD, there would be 9 members of the board of trustees. Under Utah Code Section 17B-2a-404, the proposed TSD would be considered a Regular Improvement District.

When this matter was originally heard in October, State law prevented the City from appointing its representative to the board of trustees because TSD would only service a portion of Eagle Mountain City. With the passage of SB 259, that is no longer the case and Eagle Mountain would be able to appoint a representative to the Board of Trustees and have a guaranteed vote on the Board (1 of 9 voting members, as opposed to 1 of 13 that it currently has).

The second key difference between a special service district and an improvement district lies in the ability to enact property taxes. A special service district may not enact a property tax directly. Rather, the sponsoring entity would levy the property tax and it wouldn't become effect unless approved by the voters in the boundaries of the special service district. For an improvement district, it has the authority to levy a property tax up to .0008 (.8 mills). It would simply follow the same process as the City would in levying its property taxes. While there would be some other minor changes on the margins, these 2 changes would be the significant ones.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Consenting to Reorganization of TSSD](#)

RESOLUTION NO. R- 2024

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

RECITALS

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

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

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

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

E. The ACB has been composed of thirteen board members who are appointed as follows:

(1) Four city-appointed members from the Original Cities;

(2) Five County Commission appointed members, nominated by each of the Non-original Cities; and

(3) Four who are at-large appointees of the Commission.¹

F. By resolutions adopted by the County, the authority for the day-to day-and long-range operations of TSSD, has been delegated to the ACB, including without limitation hiring and retention of employees, acquisition of real and personal property, construction of facilities for conveyance and treatment of wastewater, setting of rates for service, financing/bonding authority, etc.²

¹ One of the four at-large appointees has generally been an individual to represent Vineyard City. At the present time, there are 12 members of the ABC due to the expiration of the term of one at-large board member.

² There are areas where the Commission has not delegated authority such as, for example, the authority to levy and

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

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

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

J. Under laws in effect prior to May 1, 2024, the appointment of Trustees to the Board of a special district for cities with a "remainder area"³ was made by the legislative body of the County in which the special district is located.

K. In its 2024 General Session, the Utah State Legislature passed SB-259 which changed the law described in Recital J to the effect that the legislative body of cities such as Eagle Mountain and Vineyard, who meet the requirements of the legislation, have the power and authority to appoint a trustee to the special district board of trustees in the same manner as cities whose boundaries lie entirely within the boundaries of the special district.

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

RESOLUTION

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

1. The Recitals set forth above are incorporated within this Resolution as though fully set forth herein.

2. The City hereby expressly consents to the reorganization of TSSD as a fully independent special district under Title 17B of the Utah Code, and requests that the Utah County Commission take all such actions as are required to do so.

collect real property taxes.

³ Cities such as Eagle Mountain and Vineyard whose boundaries do not lie entirely within the boundaries the special district.

3. The reorganization of TSSD as a special district under Section 17D-1-604 shall be made under substantially the following terms:

- a. The name of TSSD will be the Timpanogos Service District (TSD).
- b. The current boundaries of TSD will remain the same as those of TSSD.
- c. TSD shall be designated and operated as an “Improvement District” as provided by U.C.A. §17B-2a-401, *et seq.*
- d. The services authorized to be provided by TSD, namely, wastewater collection and treatment, will remain the same, but may also include reuse of wastewater and other water and resource conservation by the utilization of means allowed by law.
- e. Under the Reorganization Statute, the Commission has the authority to appoint the initial members of the TSD board of trustees. The following individuals (including the communities they represent and the end-date for their terms of office) are to be appointed as voting members of the initial board of trustees:

Trustee	Community	End of Term⁴
Alpine	Brent Rummeler	6/28/26
American Fork	David Bunker	12/31/25
Cedar Hills	Chandler Goodwin	12/7/26
Eagle Mountain	Mack Straw	12/31/2027
Highland	Brian Braithwaite	awaiting city council
Lehi	Chris Condie	12/31/24
Pleasant Grove	Neal Winterton	6/7/26
Saratoga Springs	Mark Christensen	1/3/26
Vineyard	Sullivan Love	12/31/2027

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

g. At the conclusion of the term for a trustee listed above, a replacement shall be appointed as provided by law. The term of a new replacement trustee shall be for a term of either two or four years as directed by majority vote of the TSD Board of Trustees; the purpose of which shall be to balance the terms of trustees so that roughly one-half the appointments are to be made in each applicable special district (odd-numbered) election year.

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

⁴ Many of the appointments expire on a date inconsistent with the law governing special districts. Upon the expiration of any such appointment, the city governing body's appointment shall be made for a term to expire on December 31 of the odd-numbered year designated by the TSD Board of Trustees.

i. There shall be no limitation in time for the re-appointment of a voting member of the board of trustees; provided however, the governing body of each city should take such action in its applicable appointment year.

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

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

ii. Representing the portion of the Suncrest development in Draper City that lies within the boundaries of TSD, an executive of the South Valley Sewer District (“SVSD”) nominated by the SVSD board of trustees; said executive shall be either the SVSD General Manager, its Chief Financial Officer, or the Facility Manager of the Jordan Basin Water Reclamation Facility; and

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

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

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

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

ADOPTED by the City Council of Eagle Mountain City, Utah this 7th day of May 2024.

By: _____
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 7th day of May 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE: RESOLUTION/PUBLIC HEARING - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2024-2025 and Setting a Public Hearing for the Final Budget on June 4, 2024

ITEM TYPE: Resolution

FISCAL IMPACT:

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

Kimberly Ruesch,
Administrative Services
Director

RECOMMENDATION:

Staff recommend the City Council approve a Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2024-2025 and Setting a Public Hearing for the Final Budget on June 4, 2024.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--Adopt Tentative Budget](#)

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING THE EAGLE MOUNTAIN CITY TENTATIVE BUDGET FOR FISCAL YEAR 2024-
2025 AND SETTING A PUBLIC HEARING FOR THE FINAL BUDGET ON JUNE 4, 2024

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to Adopt the Eagle Mountain City Tentative Budget for Fiscal Year 2024-2025 and Setting a Public Hearing for the Final Budget on June 4, 2024, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereto agree as follows:

1. Adoption of the Eagle Mountain City Tentative Budget for Fiscal Year 2024 as set forth in Exhibit A; and
2. Set a Public Hearing for the Final Budget on June 4, 2024.
3. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 7th day of May 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 7th day of May 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning 0.62 acres, located at 1215 E Harmony Way, from Tier 1 Residential to R1 for the purpose of locating an LDS Seminary Building		
ITEM TYPE:	Rezone		
FISCAL IMPACT:	N/A		
APPLICANT:	Lafe Harris - BHD Architecture		
GENERAL PLAN DESIGNATION Agricultural/Rural Density Two	CURRENT ZONE Tier 1 Residential	ACREAGE 0.62	COMMUNITY North Benches
PUBLIC HEARING: Yes PREPARED BY: David Stroud, Planning PRESENTED BY: Dave Stroud	RECOMMENDATION: Staff recommend the City Council approve the Ordinance Rezoning Lot 2 of Eagle Mountain Middle School at 1215 E Harmony Way from Tier 1 Residential to R1 for the purpose of locating an LDS Seminary Building. BACKGROUND: Staff recently reviewed working concept plans for a religious seminary building proposed to be built just south of Alpine School District's new middle school in the Clearview Estates area on property addressed as 1215 E Harmony Way. The subject property lies within the old Tier 1 Residential Zone. Realizing that the building would not conform to that zone's setback requirements (50' rear and 25' side minimums), that a variance would not be able to cure the matter, and, that the Tier 1 Residential Zone no longer is found within the City's municipal code(s), Staff offered to advance a City-initiated effort to change the land's zoning designation and associated rule set. The proposed R1 Zone requires a less restrictive rear setback of 25' and a side setback of 10'. Staff considers the proposal both commonplace and, in the case of the matter at hand, a way to "do housekeeping" by converting the old, non-existent assigned zone into a zone that is currently in use and of effect. ITEMS FOR CONSIDERATION: Rezoning of Property (EMMC17.90.160): Code Criteria and Findings/Opinions		

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

A. Compliance with General Plan. The requested zones are consistent with the land uses shown on the General Plan's Future Land Use and Transportation Corridor Map and comply with the policies and finding provisions of the City General Plan.

Finding(s): The City's Future Land Use Map identifies the land area wherein the Rezone action is proposed as being within an Agricultural Residential Density 2 setting/category. Code-designated, compatible land use zones tied to that setting include the: RD1 and RD2 Zones (EMMC 17.60.160(1)). Nevertheless, the R1 Zone is a residential district that largely mimics conditions of the RD1 and RD2 Zones, save for its lot sizing and setback requirements. Courts have been more willing as of late to allow jurisdictions flexibility in interpreting and applying their own general plans.

B. Compatibility Determination. The proposed uses and densities will be reasonably compatible with adjacent land uses and the pattern of proposed uses and densities will appropriately buffer potentially incompatible uses from others based on the assumption that the proposed uses and densities will comply with [Title 17], including the performance standards designed to help ensure land compatibility.

Finding(s):

1. Adjoining Land Uses - The single seminary structure (as repeated hereafter) is commonly found near residential developments at the side, per se, of middle and secondary schools in Eagle Mountain -- and many other communities where the LDS church is present.
2. Harmonious Zoning - It also proposed to be within a residential district, wherein (like most residential districts in Eagle Mountain and other cities) a religious facility and accessory uses thereto are allowed by right. The Clearview Estates 2013 Development Agreement depicts the property and surrounds where the school and seminary building are proposed as being in a "residential" area (B & A).

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

Finding(s): Installation of the school and its associated infrastructure improvements and/or other utility improvements already in-ground at the site will be serve the seminary. City Engineering has not expressed concern regarding the availability and capacity of existing utility services in handling the loading of the building or the ability of future improvements (i.e., perhaps those made a part of the adjoining school's buildout) to provide service to the seminary. The developer/builder of the seminary will be required to connect to and/or install all needed infrastructure improvement dictated by City code (e.g., street widening, curb, gutter, sidewalk, storm drainage, parking, landscaping, etc.).

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

Finding(s): City Engineering has not expressed concern regarding trip generation or flow for seminaries, including the one under consideration.

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

Finding(s):

1. Proximity - LDS seminary buildings are commonly found adjacent to middle, junior and senior high schools in areas where the religion has a presence in a community. They are often brick structures of smaller, single-family stature featuring standard site improvements (i.e., paving and landscaping) and are positioned close to the schools they serve -- often fronting on a public right-of-way. In said configuration they are routinely considered acceptable by communities and surrounding or nearby residential neighborhoods -- much like a low-impact, small office building might be.
2. School Partner - They function as a sort of curriculum colleague with schools in that as classes taught therein usually offer students an elective credit accumulation opportunity.
3. Value - Finally, establishing property values by appraisal routinely uses sales values of comparable homes in the vicinity and nearby non-residential uses have a less direct impact on said values in many cases. Their customary appearance uses brick siding, a residentially pitched roofline, front and back doors with windows. Coloration is usually earth-toned hues. Such elements are in care and keeping with typical housing stock. The subject property is 0.62 acres in a proposed zone

that requires an average lot size of 14,520 square feet, or 0.67 acres for two lots. The average lot size of the R1 zone cannot not be met, should the seminary not be built and a subdivision of the lot is desired.

REQUIRED FINDINGS:

A "Rezone" is a legislative decision and is considered valid if reasonably debatable and not illegal. The criteria for approval for a Rezone are listed in EMMC 17.90.060 (see "Items for Consideration" section).

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends the City Council approve the Ordinance Rezoning Lot 2 of Eagle Mountain Middle School at 1215 E Harmony Way from Tier 1 Residential to R1 for the purpose of locating an LDS Seminary Building.

ATTACHMENTS:

[ORD--Rezone Tier 1 Res to R1 Seminary Bldg.](#)
[Clearview LDS GP and Zone](#)

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE REZONE OF 0.62 ACRES LOCATED AT 1215 E. HARMONY WAY FROM TIER 1 RESIDENTIAL TO R1 FOR THE PURPOSE OF LOCATING AN LDS SEMINARY BUILDING

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to approve a Rezone for 0.62 acres located at 1215 E. Harmony Way from Tier 1 Residential to R1, for the purpose of locating an LDS Seminary building, 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 a Rezone for 0.62 acres located at 1215 E. Harmony Way from Tier 1 Residential to R1 for the purpose of locating an LDS Seminary building.
2. The Rezone 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 on the 7th day of May 2024.

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 the 7th day of May 2024.

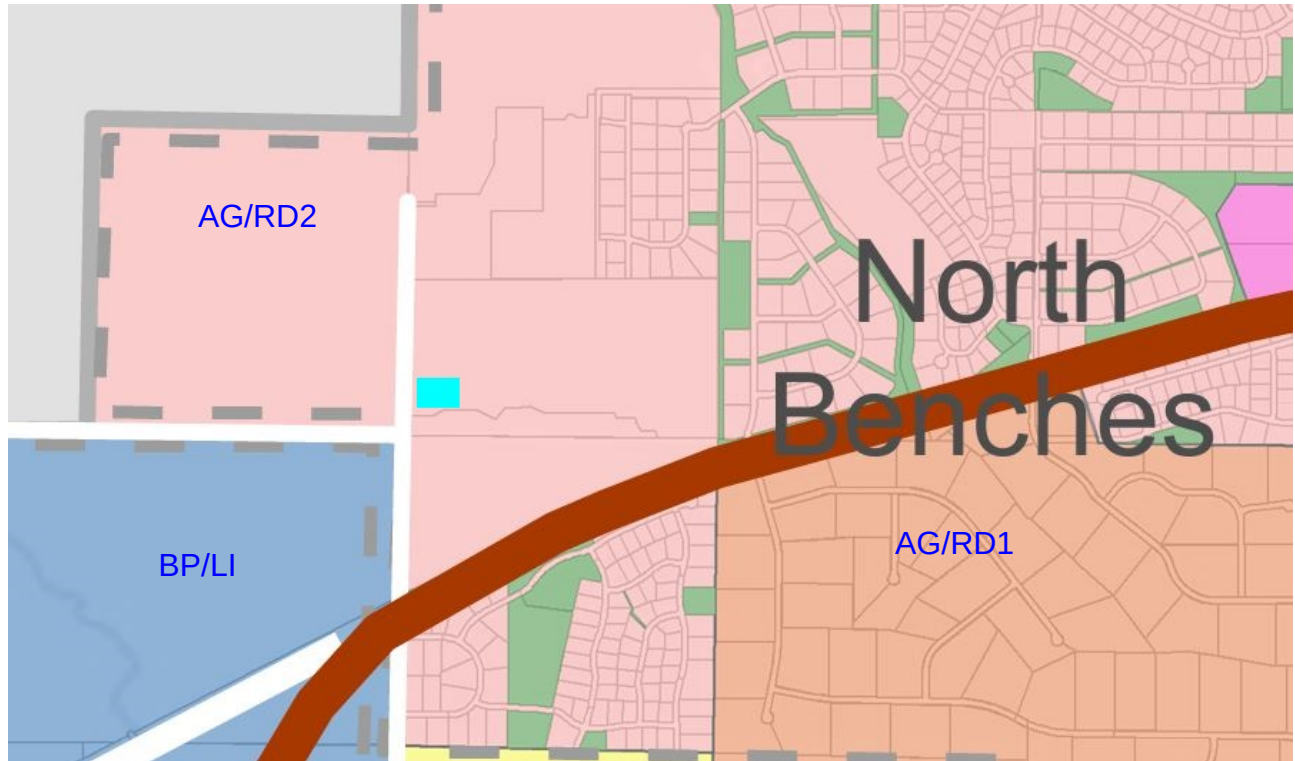
Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

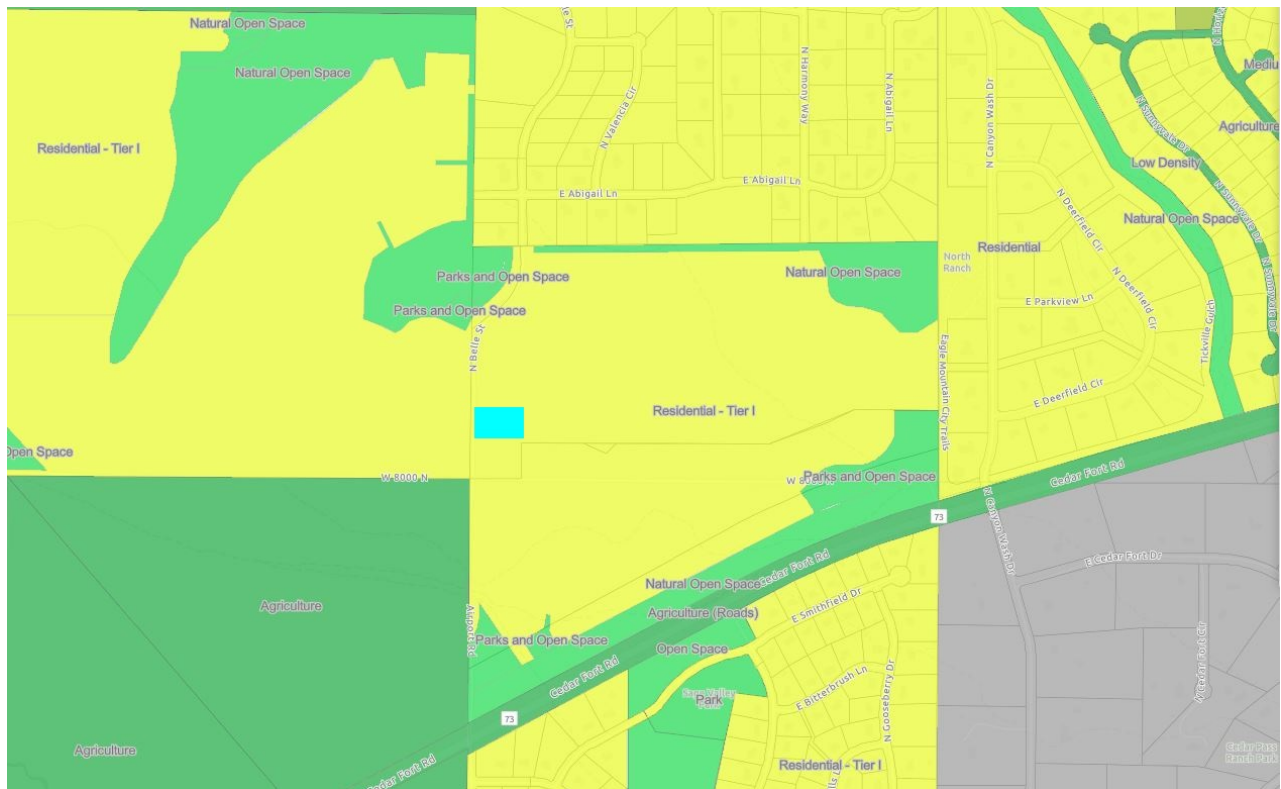
Posted on _____ by _____.

Exhibit A

Land Use Map



Zone Map





EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code 17.80 Regarding Electronic School Signs		
ITEM TYPE:	Development Code Amendment		
FISCAL IMPACT:	N/A		
APPLICANT:	City-initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY N/A

PUBLIC HEARING:

Yes

PREPARED BY:

Steven Lehmitz, Planning

PRESENTED BY:

Steven Lehmitz

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance Amending Eagle Mountain Municipal Code 17.80 Regarding Electronic School Signs.

BACKGROUND:

The Planning Department was contacted by Creative Signs & Graphics to ascertain how Black Ridge Elementary School might get permission to have an electronic, wall-mounted LED sign. Review of the matter revealed that such signs were currently not allowed by code, that about one-half of elementary schools in the City already have them (which are likely unpermitted), and that exemptions in State law that allow schools to not comply with certain local zoning laws do not provide means to circumvent complying with a community's sign code.

In light of the foregoing, it was determined that the course left to the school to get their desired sign would be to apply to amend City code. The draft amendment language, if passed, will affect all schools (including charter and private) in the City, formalizing their ability to have electronic wall signs and perhaps sanctioning some of the existing signs already on their walls.

ITEMS FOR CONSIDERATION:

Notable changes being proposed:

- Allowing school electronic message centers/reader boards;
- One electronic message center/reader board permitted per

- property, either wall or monument sign;
- School monument maximum height from 20 feet to 16 feet and electronic message board size allowance on school monument signs from 45 to 32 square feet;
 - Any electronic message centers on school property shall be turned off by 11:00 p.m. and may be turned back on at sunrise or 6:00 a.m., whichever is earlier;
 - No electronic message center shall directly face residentially developed or zoned property unless it is 100 feet away (monument) or 200 feet away (wall) from the residential property lines;
 - Wall electronic message center signage shall not exceed 45 square feet;
 - Permitting athletic facility signs so far as they face inward, don't distract motorists, don't contain obscene advertising, and fit within the dimension of the fence or scoreboard they are a part of;
 - Adding definitions for Athletic Facility Sign, Electronic Message Sign, and Scoreboard.

REQUIRED FINDINGS:

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

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission forwarded a positive recommendation (5-0) of the proposed amendments to the City Council.

ATTACHMENTS:

[ORD--EMMC 17.80 Signs Reg & Sign Permits](#)
[EMMC Signs & Permits - Redlines](#)

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 17.80
SIGN REGULATIONS AND SIGN PERMITS.

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.80 Sign Regulations and Sign Permits, 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 Chapter 17.80 Sign Regulations and Sign Permits.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 7th day of May 2024.

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 the 7th day of May 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____by_____.

Exhibit A

EMMC 17.80.060 General provisions.

...

D. Sign Illumination. All temporary signs must be nonilluminated. Allowed permanent signs may be nonilluminated, or illuminated by a constant, indirect source of illumination focused on the sign's copy or be internally illuminated, halo illuminated, or externally indirectly illuminated, unless otherwise specified. All illuminated signs shall comply with the time limitations of EMMC [17.56.050\(G\)](#). No animated, flashing, blinking, or moving signs shall be permitted, except that animated public service message signs displaying the time of day, temperature, and/or announcements of community events and school electronic message centers/reader boards may be permitted by the planning ~~commission~~ director. No sign illumination is permitted within ~~the residential zones~~ of the city unless approved by the planning director, or approved as part of a conditional use permit or master development plan. Electrical signs and spotlights or other fixtures used for the indirect illumination of signs shall be installed only in compliance with the city's adopted International Electrical Code, International Building Code and Chapter [17.56](#) EMMC, Outdoor Lighting Standards.

EMMC 17.80.070 Permitted signs.

...

D. Wall, Canopy, or Awning Signs. Wall, canopy, or awning signs are allowed in commercial and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. Wall signs shall not take up more than 10 percent of any wall area on which the signs ~~is~~ are located. Canopy or awning signs shall not be included in the calculation of the wall sign area, although the sign copy for canopy signs shall not exceed 50 percent of the canopy area.

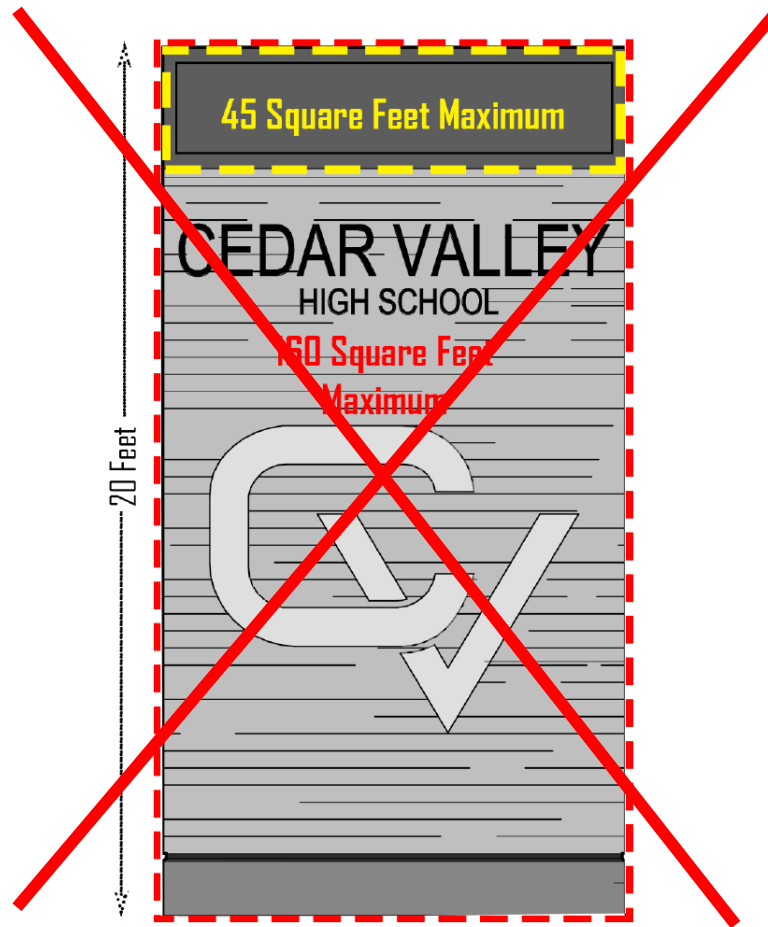
E. Changeable Copy Signs. Changeable copy signs on a marquee, reader board, or other replaceable copy area are allowed in commercial and industrial zones, as well as in approved mixed-use projects for commercial, industrial and airport uses. The changeable wording area shall not exceed 50 percent of the total sign face. Animated signs, with the exception of city-controlled public announcement signs and school electronic message centers/reader boards, are not permitted in the city. All lettering, background, and other aspects of changeable copy signs shall be maintained and repaired consistently to ensure that no discoloring or bleaching occurs. Gas station advertising signage is exempt from the 50 percent size restriction and is reviewed as a standalone commercial monument sign.

F. School Monument Signs. Monument signs for public schools, charter schools, and private schools must be used primarily for informational or civic purposes, and may include electronic message centers, reader boards, or other replaceable copy signs. Only one electronic message center or reader board is permitted per property. These signs must comply with the following standards:

1. Height. The maximum height of a school monument sign shall be ~~20~~ 16 feet.
2. Sign Copy. The maximum sign area shall be 160 square feet.
3. Design. All signs on a site shall have consistent materials and design elements.
4. Setbacks. Signs must follow the clear vision triangle standard and may not cause a traffic/visibility concern. The specific sign location shall be approved by the planning director or his/her designee.
5. Electronic message centers/reader boards shall also meet these criteria:
 - a. Electronic message boards or reader boards shall not exceed ~~45~~ 32 square feet.
 - b. Electronic message boards or reader boards may not exceed 50 percent of the total sign area.
 - c. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions and comply with maximum nighttime brightness and illumination standards found in EMMC 17.80.060(D), Sign Illumination.
 - d. Electronic message centers shall be turned off by 11:00 p.m. and may be turned on at sunrise or 6:00 a.m., whichever is earlier. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.
 - e. No electronic message centers shall directly face adjacent residentially developed or zoned property, including property across a street.

Exception:

- i. Electronic message centers may face adjacent residentially developed or zoned property if the signage is at least 100 feet from the nearest residentially developed or zoned property.



G. School Wall Signs. Wall signs are permitted for public schools, charter schools, and private schools and must be used primarily for informational or civic purposes, and may include electronic message centers, reader boards, or other replaceable copy signs. Only one electronic message center or reader board is permitted per property. These signs must comply with the following standards:

1. Wall signs shall not take up more than 10 percent of any wall area on which the signs are located.

2. Electronic message centers/reader boards shall also meet these criteria:

a. Electronic message boards or reader boards shall not exceed 45 square feet.

b. Electronic message centers shall be equipped with a sensor or other device that automatically determines the ambient illumination and must be programmed to automatically dim according to ambient light conditions and comply with maximum nighttime brightness and illumination standards found in EMMC 17.80.060(D), Sign Illumination.

c. Electronic message centers shall be turned off by 11:00 p.m. and may be turned on at sunrise or 6:00 a.m., whichever is earlier. Signs subject to time limitations are required to have functioning and properly adjusted automatic shut-off timers.

d. No electronic message centers shall directly face adjacent residentially developed or zoned property, including property across a street.

Exception:

i. Electronic message centers may face adjacent residentially developed or zoned property if the signage is at least 200 feet from the nearest residentially developed or zoned property.

H. City approved athletic facility signs shall be permitted for athletic facilities as defined in “Athletic Facility Sign” and subject to compliance with the following standards:

1. Shall not face outward from the athletic facility but may only face inward toward the interior of the athletic facility, toward the participants and spectators at the athletic facility. No athletic facility sign may be located in such a way or be of such a size or design that it is clearly and readily readable to motorists traveling on a public right-of-way.
2. May contain off-premise advertising that is not obscene.
3. May contain electronic messaging capabilities.
4. Shall not extend beyond the dimensions of the fence or scoreboard.
5. Shall be maintained and repaired or replaced as necessary.

EMMC 17.80.130 Prohibited signs.

The following signs as defined in EMMC [17.80.160](#) shall be prohibited: visible moving, revolving, or rotating parts signs, sign twisters signs, snipe/bootleg signs, vehicular signs including unlicensed, inoperable or immovable vehicles or trailer signs (but not including actively used construction trailers not functioning solely as signs), pole signs, flashing signs, inflated signs (except as permitted in EMMC [17.80.090](#)), ribbons, balloons and billboards. In addition, any signs that emit sound, smoke or steam are prohibited. Staff may make an exception for memorial and honorarium ribbons.

EMMC 17.80.160 Definitions.

“Athletic Facility Sign” A sign attached to a fence surrounding and immediately adjacent to an athletic facility and facing only the interior of an athletic facility or a sign included as part of a scoreboard that is an integral part of an athletic facility. For purposes of this Chapter, an athletic facility is defined as a regulation size soccer, football, baseball, or softball field contained within a public park or school facility.

“Electronic Message Sign” means a changeable copy sign, excluding scoreboards for sports fields, consisting of electronically controlled light sources which change the sign copy or graphics, where the copy changes more frequently than once per 24 hour period.

“Scoreboard” means a board on which the score in a game or match is displayed which may include product or team logos.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE: ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City Utah, Enacting Eagle Mountain Municipal Code Chapter 2.20 Compensation Schedule of Statutory Officers

ITEM TYPE: Ordinance

FISCAL IMPACT:

APPLICANT: Staff

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City Utah, Enacting Eagle Mountain Municipal Code Chapter 2.20 Compensation Schedule of Statutory Officers.

BACKGROUND:

In the 2024 legislative session, the Utah legislature enacted Senate Bill 91. One of the changes resulting from this new law is that cities are now required to fix the compensation schedule of statutory officers in the municipal code. To comply with this new statutory requirement, staff is presenting this new chapter of the Eagle Mountain Municipal Code to establish the salary ranges for the affected positions.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 2.20 Compensation Schedule](#)

[EMMC 2.20 - Compensation Schedule - Proposed](#)

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ENACTING
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 2.20 COMPENSATION SCHEDULE OF
STATUTORY OFFICERS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to enact Eagle Mountain Municipal Code, Chapter 2.20 Compensation Schedule of Statutory Officers, 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 enacting Eagle Mountain Municipal Code, Chapter 2.20 Compensation Schedule of Statutory Officers.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 7th day of May 2024.

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 7th day of May 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Chapter 2.20

COMPENSATION SCHEDULE OF STATUTORY OFFICERS

Sections:

- 2.20.010 Definition.
- 2.20.020 Compensation schedule of statutory officers.
- 2.20.030 Total remuneration.

2.20.010 Definition.

“Statutory officer” means the assistant city manager/city recorder, city treasurer, city attorney, or city engineer of Eagle Mountain City.

2.20.020 Compensation schedule of statutory officers.

A. Statutory officers shall be paid bi-weekly in accordance with the duly adopted policies and procedures of the Eagle Mountain City Employee Policies and Procedures Manual and in the same manner as other Eagle Mountain City Employees.

B. The bi-weekly pay of statutory officers shall fall within the compensation range as set forth in this ordinance, as amended from time to time.

C. It is anticipated that statutory officers shall receive merit increases and cost of living adjustments consistent with that of other Eagle Mountain City employees. The amount of any compensation increase shall be determined with the annual budget or during a budget amendment. In no event shall the compensation of a statutory officer exceed the compensation range established in this section.

D. The bi-weekly compensation range of the statutory officers shall be as follows:

1. City Attorney - \$3,906.31 - \$5,859.50.
2. City Engineer - \$4,083.69 - \$6,125.50.
3. City Recorder - \$4,170.35 - \$6,255.50.
4. City Treasurer - \$2,386.15 - \$3,579.19.

2.20.030 Total remuneration.

The compensation schedule established for a statutory officer shall represent the base pay rate for full-time employment in the office but shall not be considered as including reimbursement for official travel or other official expenses. The compensation schedule established does not include and shall not be interpreted to prevent the payment to or on behalf of employees of funds for retirement benefits, medical insurance, or any other benefit approved by the City Council. The compensation schedule shall also not include or be interpreted to prevent the payment of overtime, performance bonuses, awards, and/or other authorized work-related allowances. All such reimbursements for official travel or expenses, benefits, overtime, bonuses, awards, and/or other authorized work-related allowances are in addition to the compensation allowed pursuant to this ordinance.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 7, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 15, Building and Construction		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	N/A		
APPLICANT:	Eagle Mountain City -- Chris Trusty representing		
GENERAL PLAN DESIGNATION n/a	CURRENT ZONE n/a	ACREAGE n/a	COMMUNITY n/a

PUBLIC HEARING:

Yes

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 15, Building and Construction.

BACKGROUND:

Chapter 15.35.10 sets maximum spacing of fire hydrants as 500 feet to comply with fire code. This section also refers to city details and clarifies that references to city details is intended to refer to the most current details.

Chapter 15.45.020 sets maximum spacing standards for separation of sewer manholes of no more than 400 feet to allow better access for cleaning. Also limits pipe material to PVC pipe.

Chapter 15.45.070 Sewer Laterals - limits lateral materials to PVC.

Chapter 15.45.100 Lift Stations - Sets a restriction on using lift stations in areas that could accommodate gravity sewer flow. Also restricts the use of a wet well/dry well lift station design.

Chapter 15.45.110 Sewage Discharge - Removes an allowance to discharge septic tank waste at the Eagle Mountain City wastewater treatment facility.

Chapter 15.70.90 Street Lights - When updates were made recently to the City code, changes made last year to title 15.70 regarding street lights were not included in the update and erroneously overrode the

previous changes regarding spacing. This chapter reverts back to the previously adopted standards.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & USC 10-9a-501. Ordinance enactment is a legislative process and left to the discretion of the City Council.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 15 Building and Construction](#)

[15.35.010 Water General - Redlines](#)

[15.35.050 Water Meters and Service Lines - Redlines](#)

[15.45.020 Sewer pipe - Redlines](#)

[15.45.070 Sewer laterals - Redlines](#)

[15.45.110 Discharging Waste - Redlines](#)

[15.45.100 Sewer Lift Stations - Redlines](#)

[15.70.090 Street Lighting - Redlines](#)

[Standard Construction Drawing Details - Redlines](#)

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING
EAGLE MOUNTAIN MUNICIPAL CODE TITLE 15 BUILDINGS AND CONSTRUCTION

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend Eagle Mountain Municipal Code, Title 15 Buildings and Construction, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider amending Eagle Mountain Municipal Code, Title 15 Buildings and Construction.
2. The amendment 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 on the 7th day of May 2024.

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 7th day of May 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
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☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

15.35.010 General.

The installation specifications for water systems shall conform to the APWA Standard Specifications unless noted otherwise in this chapter.

- A. Inspection. All pipe used shall be carefully inspected prior to installation. Any or all defective pipe shall be rejected.
- B. Minimum Cover. All water mains and service laterals shall have a minimum cover of four feet to the top of the pipe and a minimum of 3' at installation. Maximum cover shall be 6 feet.
- C. 12 ga locator wire along water main to setters & fire hydrants.
- D. Metallic caution tape place 2' above water main.
- E. All valves to be flanged to tees.
- F. Valves 12" and above to be butterfly valves.
- G. Bolts at the top of fire hydrant barrel to be no lower than 1" above finished grade & no higher than 6" above finished grade.
- H. Water services (setters) to be installed prior to bacteria & pressure tests. [Ord. O-03-2010 § 1 (Exh. A § 7.010)].
- J. Six (6) inch thick concrete pad around fire hydrants. See detail FH-1 in **current Eagle Mountain City details.**
- K. **Maximum spacing of fire hydrants is 500 feet unless approved otherwise by city engineer or his/ her representative.**

15.35.050 Water meters and service lines.

Prior to the installation of the water service line, the engineer retained by the developer shall stake out the water meter location and provide the grade at which the lid is to be set.

Minimum service line size is three-quarter inch. All water service lines shall start with a corporation stop at the main and shall be of poly pipe with stiffeners or type "K" copper and meter setters of 21-inch or taller and ~~are~~ braced, with dual unions at bottom of setter and meet height specs in a 21-inch can for water meters. A four-inch ring and lid shall be used and installed with the top of the setter at a depth of not less than 18 inches and not more than 22 inches from the lid of the meter box. Meters ~~two~~ one and a half (1.5) inches and larger shall be placed in vaults (see **current** Eagle Mountain standard drawing). All meter setters shall have dual check valves. Meter boxes shall be placed ~~between~~ behind the sidewalk when there is no park strip shall be placed 3 feet behind walk to center of can +/- 3 inches ~~line and property line with combination curb, gutter, and sidewalk~~ or in the planter if available so that a fence may be placed on property without interfering with the maintenance and reading of said meter. No meters shall be set in sidewalks or driveways. Meter boxes shall be in good repair and relatively free from obstruction to ensure ease in maintenance and reading (not full of dirt past the base of the meter, having trash present and being badly bent to create a hazard). Damaged boxes shall be replaced. Meter boxes shall be from level to one inch high from the final grade of sidewalk. ~~See detail.~~ **See current Eagle Mountain City Standards.**

Lids shall have a one-inch hole in the top for the touch-read sensor and read Eagle Mountain Water Meter on lid.

Water service lines shall be minimum ~~one foot~~ 18 inches vertical above the sewer. Water meters shall be located at the centerline of single-family lots unless authorized by the city engineer or his/her designee. On narrow lot subdivisions (lot width less than 50 feet), water laterals are to be located on alternating lot lines, although in no instances shall connections be made to the water main closer than three-foot intervals. Separation between water and sewer mains shall be 10 feet (horizontally) minimum unless authorized in writing by the city engineer or his/her designee.

A separate and independent service lateral for water service shall be provided for every building used as a dwelling, except in cases of undue hardship where the city council deems it necessary to make an exception. The water user shall bear full responsibility for the upkeep and maintenance of all water system lines and fixtures beyond the water meter.

From and after the effective date of the ordinance codified in this chapter, all dwelling units and premises under separate ownership shall be served by individual water meters, except in cases of undue hardship

or in planned unit developments when approved by the city council. [Ord. O-03-2010 § 1 (Exh. A § 7.040)].

15.45.020 Sewer pipe.

~~Nonreinforced concrete, reinforced concrete, and~~ PVC piping shall be used with Eagle Mountain City under the specifications and conditions in the respective pipe sections. **Any other material requested to be used will need approval by city engineer or designee.** Sanitary sewer shall be located on the south or west side of the street, five feet from the centerline. Water mains shall be minimum ~~one foot~~ **18"** vertical above the sewer. Separation between water and sewer mains shall be 10 feet (horizontally) minimum unless authorized in writing by the city engineer or his/her designee. **Maximum spacing of sewer manholes shall not exceed 400 feet.** [Ord. O-03-2010 § 1 (Exh. A § 9.020)].

Sewer mains shall be owned and maintained by the City and includes all mainlines and manholes.

Laterals extending from the home and connecting to the mainline are private and are the responsibility of the homeowner to maintain or correct failures should they occur regardless of the location relative to the right of way.

15.45.070 Sewer laterals.

Service lines shall be constructed of substantial materials approved by the Utah Plumbing Code for the particular application. Minimum pipe size shall be four-inch diameter. Sewer lateral cleanouts may not be placed under any permanent structures, including porches or bay windows. Any cleanouts exposed to vehicular traffic shall have traffic rated triangular covers.

All sewer laterals shall be connected to ~~concrete sewer mains by use of the tapping tee (cast iron), a wax bowl ring and then secured with plumber's tape and concrete or~~ a wye connection. **Any other material or method requested to be used will need approval by city engineer or designee.** ~~Connections to PVC shall use tapping tees.~~ Sewer laterals to extend 12 feet beyond property line and marked with a two-inch by two four-inch board at the end and a two-inch "S" stamped on the face of the curb and gutter. Any bend in a service line between the main line and the property line greater than 22.5 degrees needs to have a cleanout. No 90-degree bends are allowed. No laterals will be allowed to connect to manholes. The minimum cover of sewer laterals is three feet six inches at the property line. [Ord. O-03-2010 § 1 (Exh. A § 9.070)].

15.45.110 Discharging waste from cesspools and septic tanks at sewage treatment plant.

It shall be unlawful for any person, firm or corporation to discharge the waste material collected and gathered in cleaning cesspools or septic tanks at any place within the corporate limits of the city, ~~except at the designated site created for such purposes at the sewage disposal treatment plant of Eagle Mountain City.~~ Illegal discharges may result in fines up to \$2,480. [Ord. O-03-2010 § 1 (Exh. A § 9.110)]

15.45.100 Sewer lift stations.

Sewer lift stations that are required in a development shall be designed by the developer's engineer according to city standards and the design shall be submitted to the city engineer or his/her designee for review prior to starting construction. Lift stations will be the screw-type overwatch type design, will have standby power, telemetry, and will be designed for regional areas, not individual subdivisions. ~~Where applicable, a dry well/wet well design may be used as approved by the city engineer. Lift stations required for individual subdivisions will not be maintained by the City and will be the responsibility of the land owner or HOA to maintain.~~ Sewer lift stations will not be allowed if gravity flow can be accommodated.

[Ord. O-03-2010 § 1 (Exh. A § 9.100)].

15.10.390 Street lighting.

Eagle Mountain City shall contract with an independent consultant for street lighting design. Unless approved otherwise by the city's consultant, street lighting will be installed throughout all developments using the following criteria:

A. Spacing.

1. Street lights will be installed at a minimum spacing of 150 feet and a maximum spacing of 250 feet on arterial and collector streets with alternating sides.
2. Street lights will be installed on rural and local ~~residential~~ streets at a minimum spacing of 250 feet and a maximum spacing of 350 feet with alternating sides. They will be installed at the closest property line to the midpoint between the lights on either side.

B. The locations of street light poles:

1. Street lights will be installed at every intersection, corner, and any bend in the road. The spacing requirements shall be met accordingly once these areas are developed.
2. Shall be a minimum of five feet from any tree, unless written approval is received from the city engineer. Branches may need to be pruned as determined by the engineering inspector in the field at the time of installation.
3. Shall not be installed within five feet from the edge of any driveway.
4. Any structure such as block walls, chain link fences, retaining walls, etc., shall leave a minimum of 18 inches to the face of the street light pole on all sides.

Wherever there is an overhead utility that may conflict with the installation of the street light poles, those conflicts must be resolved between the developer and the utilities involved before the street light bases are installed at no expense to Eagle Mountain City. The resolution must be approved by Eagle Mountain City and Rocky Mountain Power.

6. Street lights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Street lights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.
7. Each street light will be installed so that the street light pole is located 24 inches from the top back of the curb to the center of the pole in a public utility easement or public right-of-way.
8. Street lights shall be located at least 10 feet from fire hydrants.

15.70.090 Underground distribution for new subdivisions.

A. General Requirements. Primary and secondary distribution facilities in all new subdivisions shall be installed underground and at the expense of the subdivider or developer. Such facilities shall be constructed in accordance with the specifications and standards adopted by the utility. The facilities shall be located in easements dedicated to the utility and in locations approved by the utility.

B. Right-of-Way Easements. Before any tracts of land or subdivision lots are sold, necessary right-of-way easements shall be executed between the owner of the entire subdivision or tract of land and the utility. Said easement shall constitute a covenant that shall be a part of, and shall run concurrently with, each and every subsequent deed transfer that involves any parcel of land located within the subdivision. Said covenant shall grant to utility whichever of the following provisions utility deems as being appropriate and necessary.

A suitable perpetual right-of-way easement that will permit the installation, operation, maintenance and replacement of all utility's distribution facilities and appurtenances required to serve every lot or tract of land in the subdivision, including the right of ingress and egress by utility and the right to trim trees and shrubbery, is required.

C. Equipment and Cable Labeling – Tagging and Color Coding. Electrical equipment shall be labeled on the outside of the equipment with unique labels that match the labeling shown on the electrical system drawings. The labels shall be self-adhering and permanent, and use black cutout lettering at least three inches in height. The labels shall be applied in a readily visible location on the front of transformers, and 200-ampere and 600-ampere sectionalizing enclosures. Labels shall be applied in a readily visible location on the front and back of pad-mounted switchgear.

Primary and secondary cables shall be color coded and/or tagged within all equipment. Color coding of primary cable phases shall be provided by applying one or more bands of white tape to the cable, proximate to the cable entrance of 200-ampere load break and 600-ampere dead break elbows, and cable terminations (pot heads or terminators). The phase color coding shall use one white band for Phase A, two white bands for Phase B and three white bands for Phase C. A space of approximately one-half inch shall be left between adjacent white bands.

Tagging of primary and secondary cables shall use write-on tags. Markers used to write on the tags shall have permanent (waterproof) ink. The tags shall indicate the designation of the nearest adjacent equipment from/to which the primary or secondary cable extends. It shall also designate the general direction to the nearest adjacent equipment. The direction designation shall use the directions north (N), south (S), east (E), west (W), northeast (NE), northwest (NW), southwest (SW), and southeast (SE), as applicable.

Tags shall be securely attached to cables using plastic or nylon cable ties to prevent the tags from falling off of the cables. The tags shall be placed near the cable entrance of 200-ampere load break and 600-ampere dead break elbows, and cable terminations (pot heads or terminators).

Tags used for tagging of primary and secondary cables shall be Allflex [phone number: (800) 989-8247] Catalog No. GXF-Y (bags of 100) or GFX-Y (each) or approved equal.

D. Street Lighting. Street lighting will be installed throughout all developments using the following criteria:

1. Street lights will be installed at all intersections with the only exception being where a four-way intersection has an offset of less than 100 feet.

2. Street lights will be installed with separation as required by Section 15.10.390 EMMC. ~~at a minimum spacing of 300 feet and a maximum spacing of 600 feet. They will be installed at the closest property line to the midpoint between the lights on either side.~~

3. Street lights placed between corners will be shown on the electrical construction drawing, and will indicate the direction that the street light will be aimed. Street lights at intersections may aim to the center of the intersection or may be set at a 90-degree angle along collector and larger roads.

~~4. Any street that extends more than 600 feet without an intersection will have a street light at approximately the midpoint.~~

~~54.~~ Each street light will be installed so that the street light pole is located 24 inches from the top back of the curb to the center of the pole in a public utility easement or public right-of-way.

~~65.~~ Streetlights shall be located at least 10 feet from fire hydrants.

~~76.~~ A ground wire shall be connected to the street light pole using NEC-approved methods and a separate ground wire shall be run from the pole base to the closest secondary pedestal or transformer. If the street light is fed from a secondary pedestal, an eight-foot by five-eighths-inch copper-clad ground rod must be installed at the pedestal, and street light ground will be attached to the ground rod using the NEC-approved connector.

~~87.~~ Pole. A 14-foot aluminum street light pole shall be used. The pole shall be manufactured by Holophane and shall be green with base. All bases must be embedded in concrete with a standard bolt pack. The hole shall be 20 inches in diameter and four feet deep unless approved otherwise by the energy department manager.

~~98.~~ Luminaire. The luminaire shall be of a style that is approved by the city in conformance with Chapter 17.56 EMMC.

STANDARD CONSTRUCTION DRAWING DETAILS

ANY DRAWINGS NOT INCLUDED WILL
FOLLOW THE MOST CURRENT APWA
UTAH CHAPTER AND EAGLE MOUNTAIN
CITY MUNICIPAL CODE



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SHEET - 17.	ADA FOR DRIVEWAYS
SHEET - 18.	ISO BOX WITH SNOUT SHEET 1
SHEET - 19.	ISO BOX WITH SNOUT SHEET 2
SHEET - 20.	TYPE 'A' CURB BOX PLACEMENT
SHEET - 21.	1 ACRE OR LARGER RESIDENCE & ALL COMMERCIAL SWPPP SIGN
SHEET - 22.	SINGLE FAMILY RESIDENCE SWPPP SIGN

DRAWN	RSB
REVISED	--
DATE	APRIL 2024
SCALE	N.T.S.

EAGLE MOUNTAIN CITY



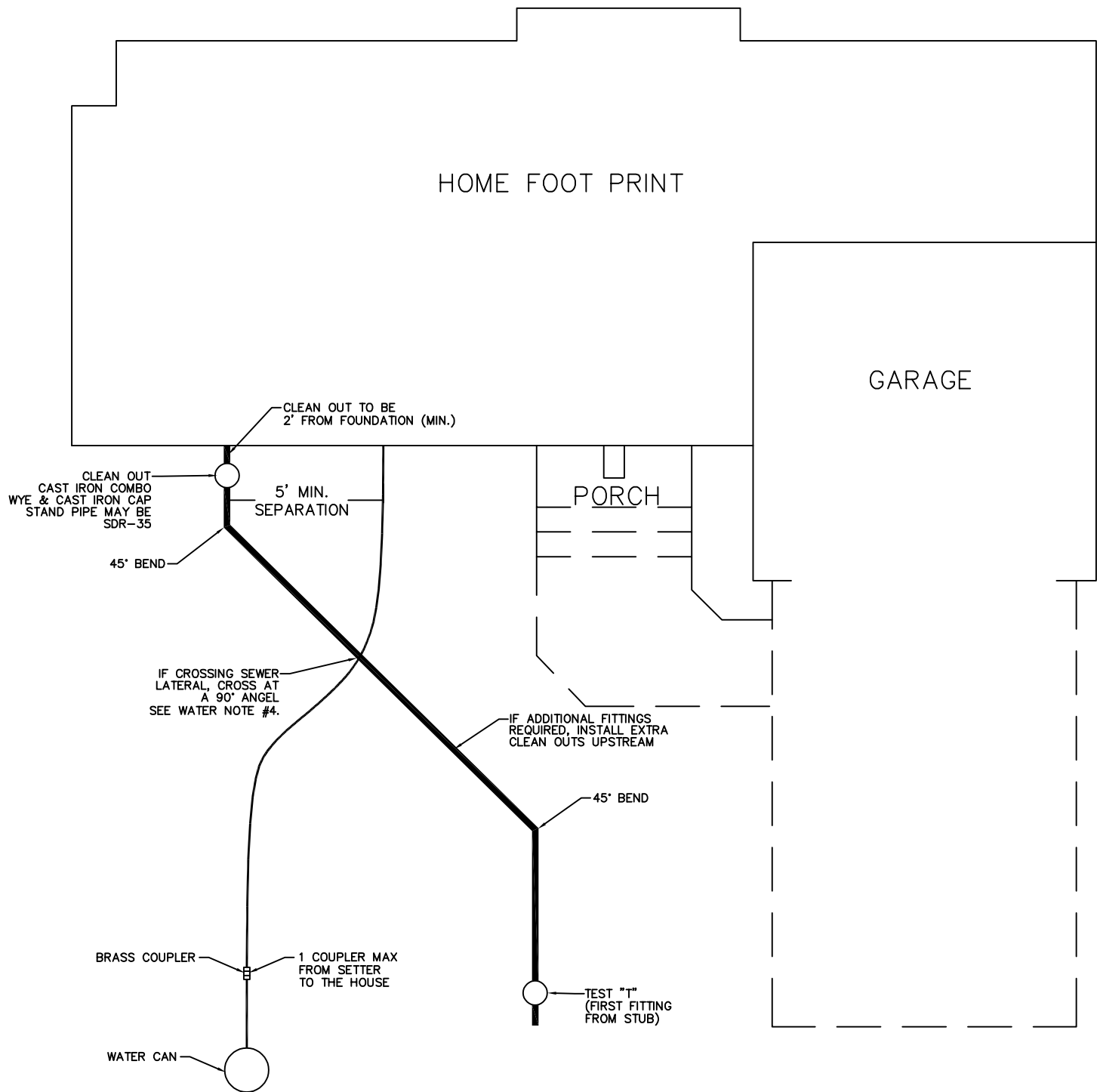
STANDARD DETAILS FOR

DETAILS TABLE OF CONTENTS

DRAWING NO.

TC

SEWER & WATER CONNECTION TO THE HOME



- SEWER NOTES:
1. CLEAN OUTS ARE NOT ALLOWED UNDER ANY PERMANENT SURFACES, BAY WINDOWS, PORCHES, WINDOW WELLS, ETC.
 2. WATER TEST REQUIRED.
 3. 90° DEFLECTION (MAX.) PER CLEAN OUT.
 4. 24" MIN. BETWEEN FITTINGS/BENDS.
 5. 2% MIN. SLOPE WITH 4" PIPE.
 6. MAXIMUM OF 100' BETWEEN MAIN & 1st CLEAN OUT.
 7. 3/4" GRAVEL OR PEA GRAVEL REQUIRED 6" BELOW & TO THE SIDES & 12" ABOVE THE PIPE (MIN.)
 8. LEANING CLEANOUT STAND PIPE OVER 5' NOT ALLOWED.
 9. FERNCO COUPLERS WITH STAINLESS SHEAR BANDS ON ALL CAST IRON CLEAN OUTS.

- WATER NOTES:
1. 48" MINIMUM COVER ON SERVICE LINE.
 2. TAR IS REQUIRED TO SEAL THE HOLE IN THE FOUNDATION.
 3. PLACE A-3 SAND AFTER METER ON WATER SERVICE.
 4. MINIMUM 18" VERTICAL SEPARATION BETWEEN WATER LINE AND SANITARY SEWER.
 5. NO COUPLERS ON CITY SIDE OF THE SETTER UNLESS FOLLOWING WATER CAN MOVE DETAIL.

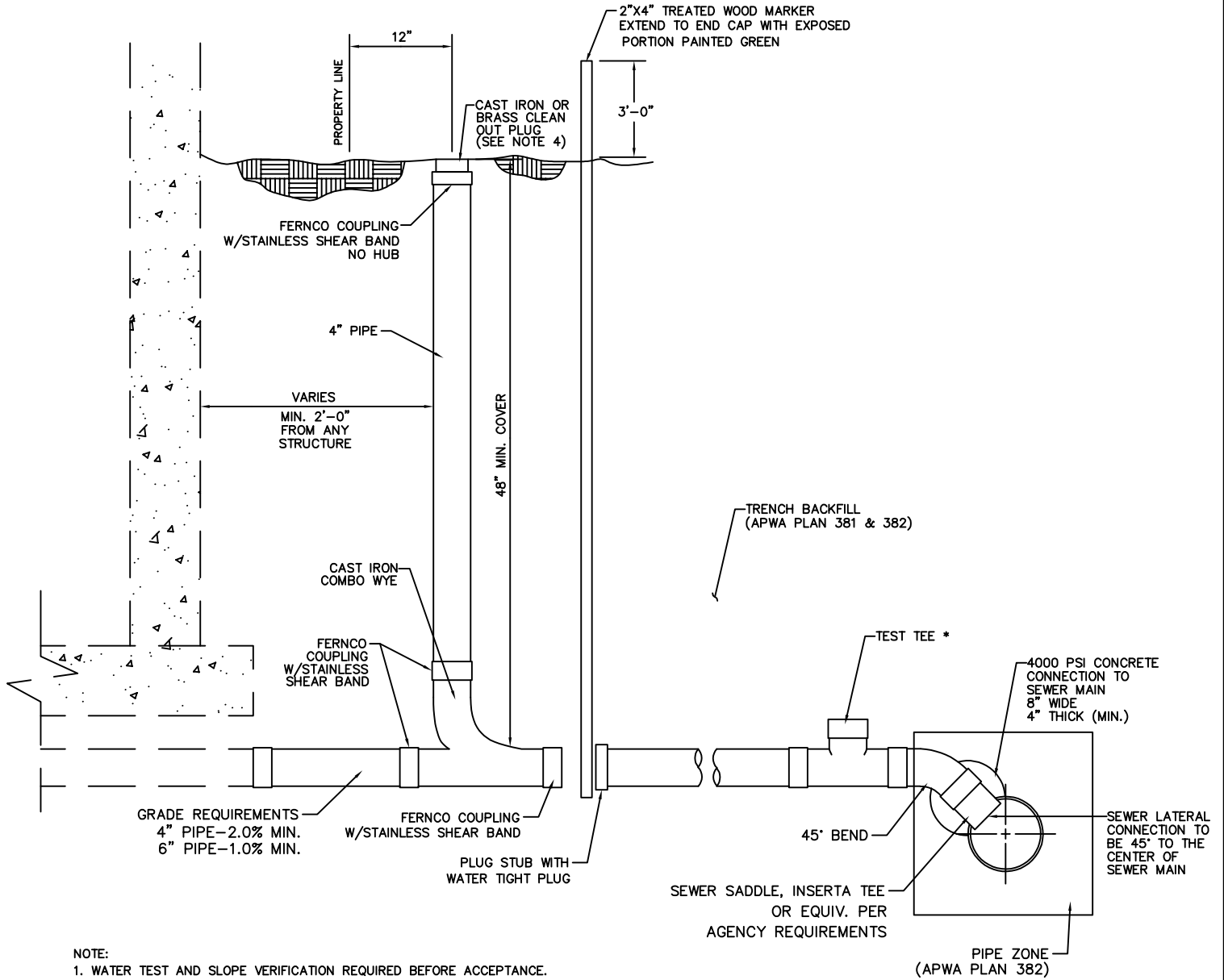
DRAWN RSB
REVISED APRIL 2024
DATE SEPT 2017
SCALE N.T.S.

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STANDARD DETAILS FOR
SEWER & WATER CONNECTION TO HOME

DRAWING NO.
1



SEWER LATERAL SERVICE & CONNECTION TO EXISTING MAINLINE

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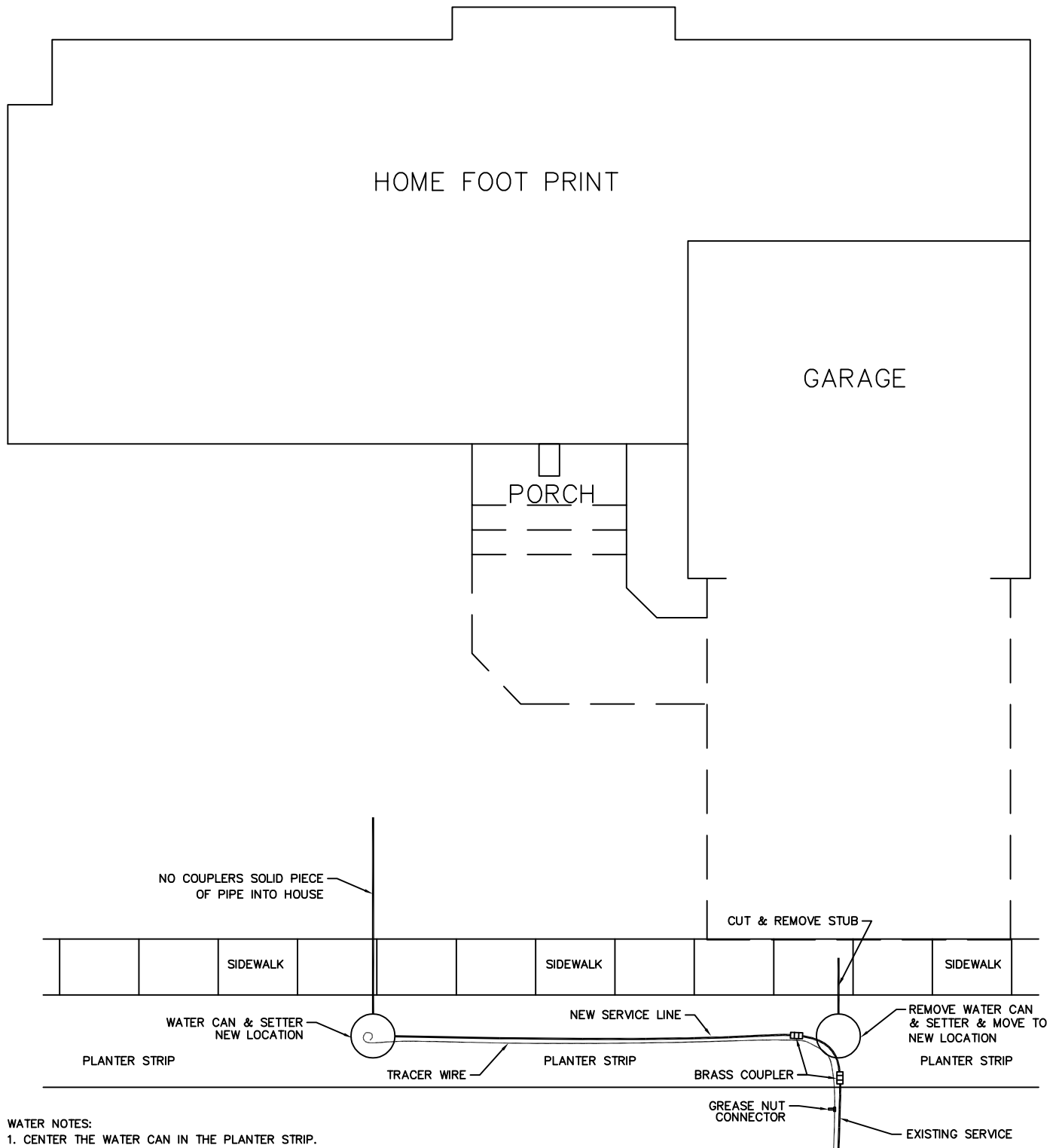
STANDARD DETAILS FOR

SEWER LATERAL SERVICE
& CONNECTION

DRAWING NO.

2

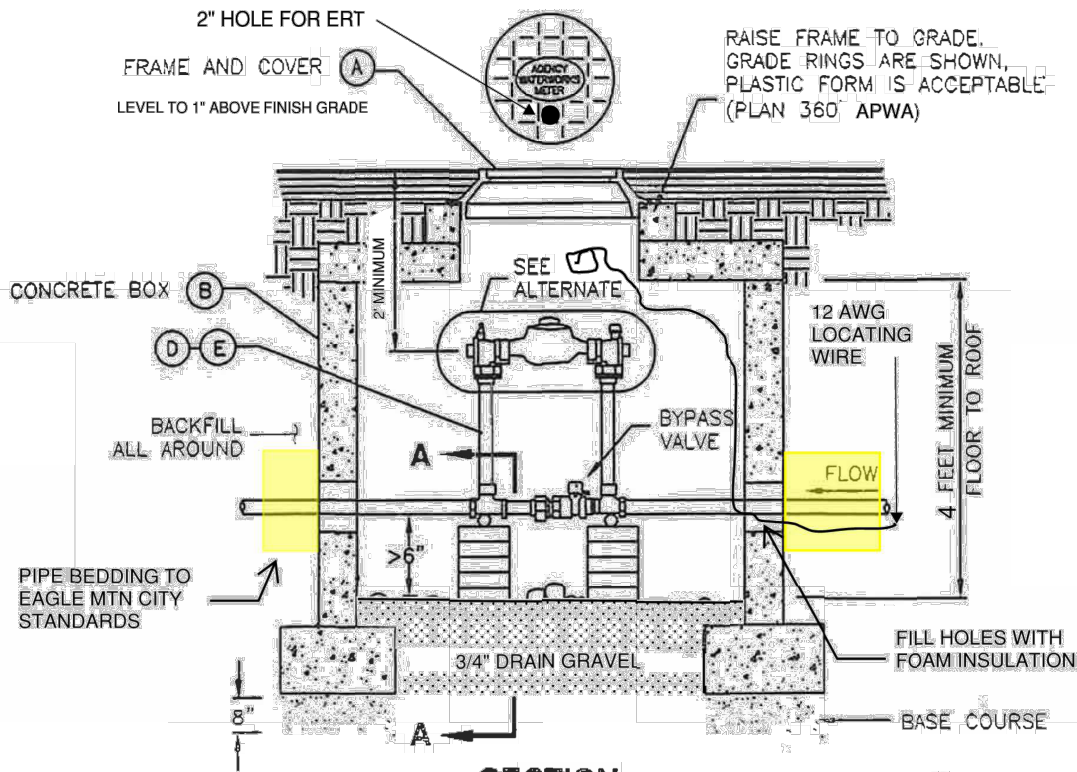
WATER CAN RELOCATE OUT OF DRIVEWAY



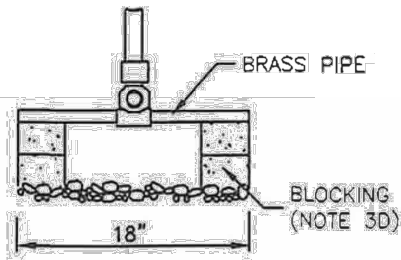
WATER NOTES:

1. CENTER THE WATER CAN IN THE PLANTER STRIP.
2. WATER CAN TO BE LEVEL TO 1" ABOVE THE PLANE OF THE CURB & GUTTER & SIDEWALK.
(MONOLITHIC WALK THE CAN NEEDS TO BE A 2% SLOPE FROM THE SIDEWALK EDGE OR 1" ABOVE WALK.)
3. SETTER TO BE CENTERED IN THE WATER CAN AND 18" TO 22" FROM TOP OF SETTER TO TOP OF LID ON RING.
4. WATER CAN LID TO SAY EAGLE MOUNTAIN ON IT WITH 2" HOLE. SEE DETAIL WSC-1 (WATER CAN DETAIL).
5. IF CRIMPING OF THE POLY IS REQUIRED INSTALL COUPLER OVER CRIMPED AREA (1ST COUPLER).
6. BEDDING SAND TO MEET CITY STANDARDS REQUIRED TO BACK OF WALK.
7. BACK FILL WITH E-FILL & TEST TO BACK OF WALK.
8. CONNECT ONTO TRENCH WIRE W/GREASE NUT & EXTEND INTO THE WATER CAN W/3' PIGTAIL.

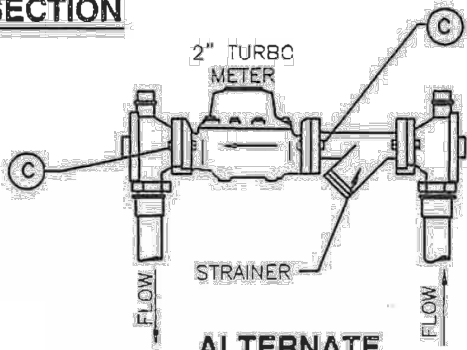
DRAWN	RSB		STANDARD DETAILS FOR WATER CAN RELOCATE	DRAWING NO. 3
REVISED				
APRIL	2024			
DATE	SEPT 2017			
SCALE	N.T.S.			



SECTION



SECTION A-A



ALTERNATE
TURBO METER
INSTALLATION (NOTE 1A)

NOTES:

- 1) SETTER CANNOT OBSTRUCT OPENING. USE LID WITH OFFSET HOLE.
- 2) ALL POLY PIPE TO BE RATED FOR 200 PSI AND CTS O.D.
- 3) CONCRETE COLLARS ARE REQUIRED IN GRASS OR IF PLASTIC FORM RISERS ARE USED, 12" OF RISE WITH GRADE RINGS / FORM MAX.
- 4) ALL PIPE BEDDING AND TRENCH FILL MUST MEET EAGLE MTN CITY STANDARDS.
- 5) A VISUAL POLY STIFFENER CHECK IS REQUIRED BEFORE FITTINGS ARE TIGHTENED.

LEGEND

No.	*	ITEM	DESCRIPTION
(A)		27" FRAME AND COVER	PLAN 1502 APWA
(B)		CONCRETE BOX	4' X 4' X 4' MIN.
(C)		STAINLESS STEEL METER BOLTS	5/8" x 2 3/4" BRASS
(D)		1 1/2" CUSTOM SETTER WITH BYPASS	
(E)		2" CUSTOM SETTER WITH BYPASS	

* FURNISHED BY UTILITY AGENCY

NOTE: ALL MATERIALS MUST BE APPROVED THROUGH SUBMITTALS

1 1/2" and 2" meter



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DATE APRIL 2024
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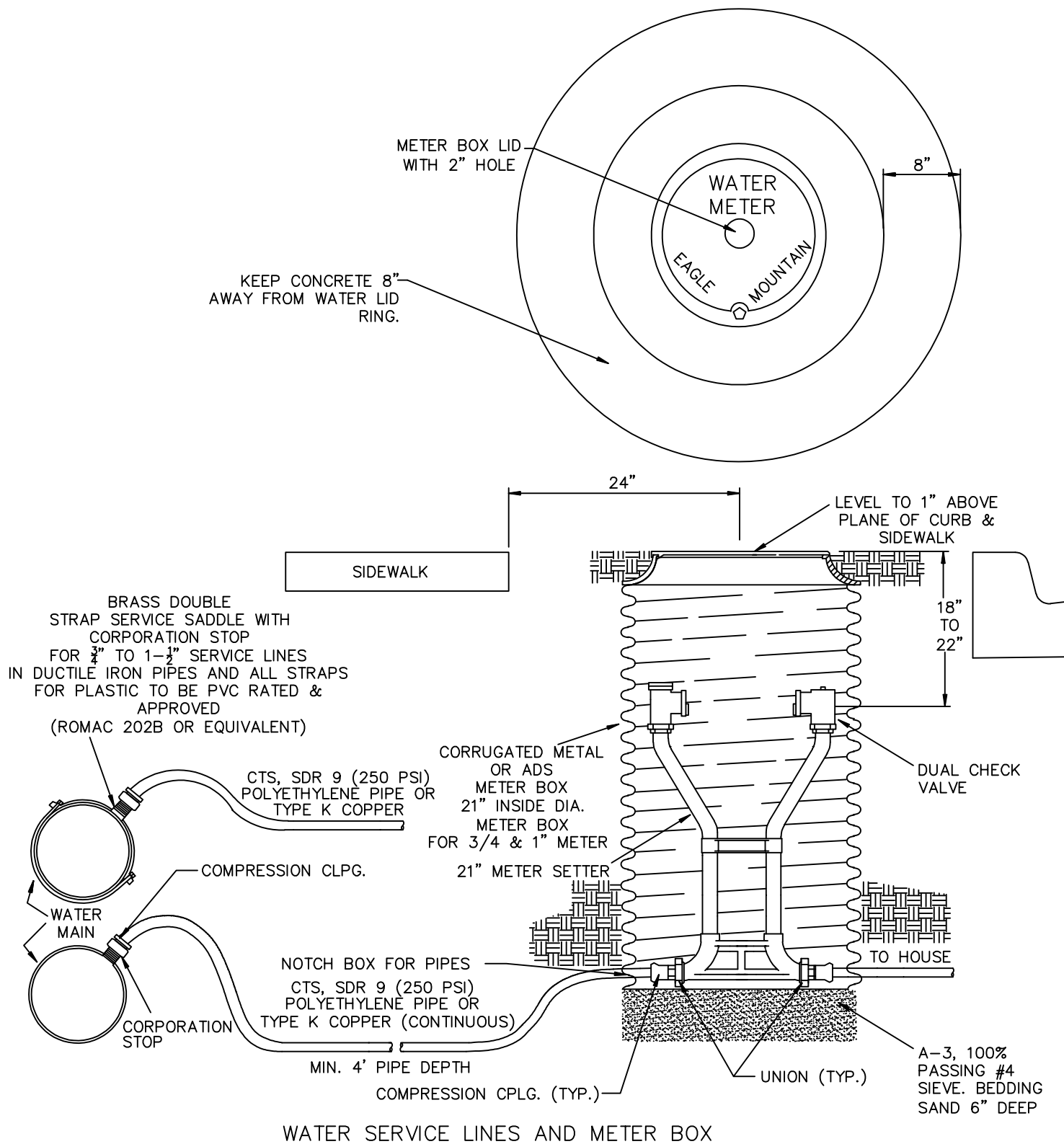


STANDARD DETAILS FOR

1 1/2" AND 2" METER

DRAWING NO.

4



NOTE: 1.5" AND LARGER WATER METER SHALL CONFORM TO STANDRAD FOR LARGE METERS. SEE DRAWING #LCM-1

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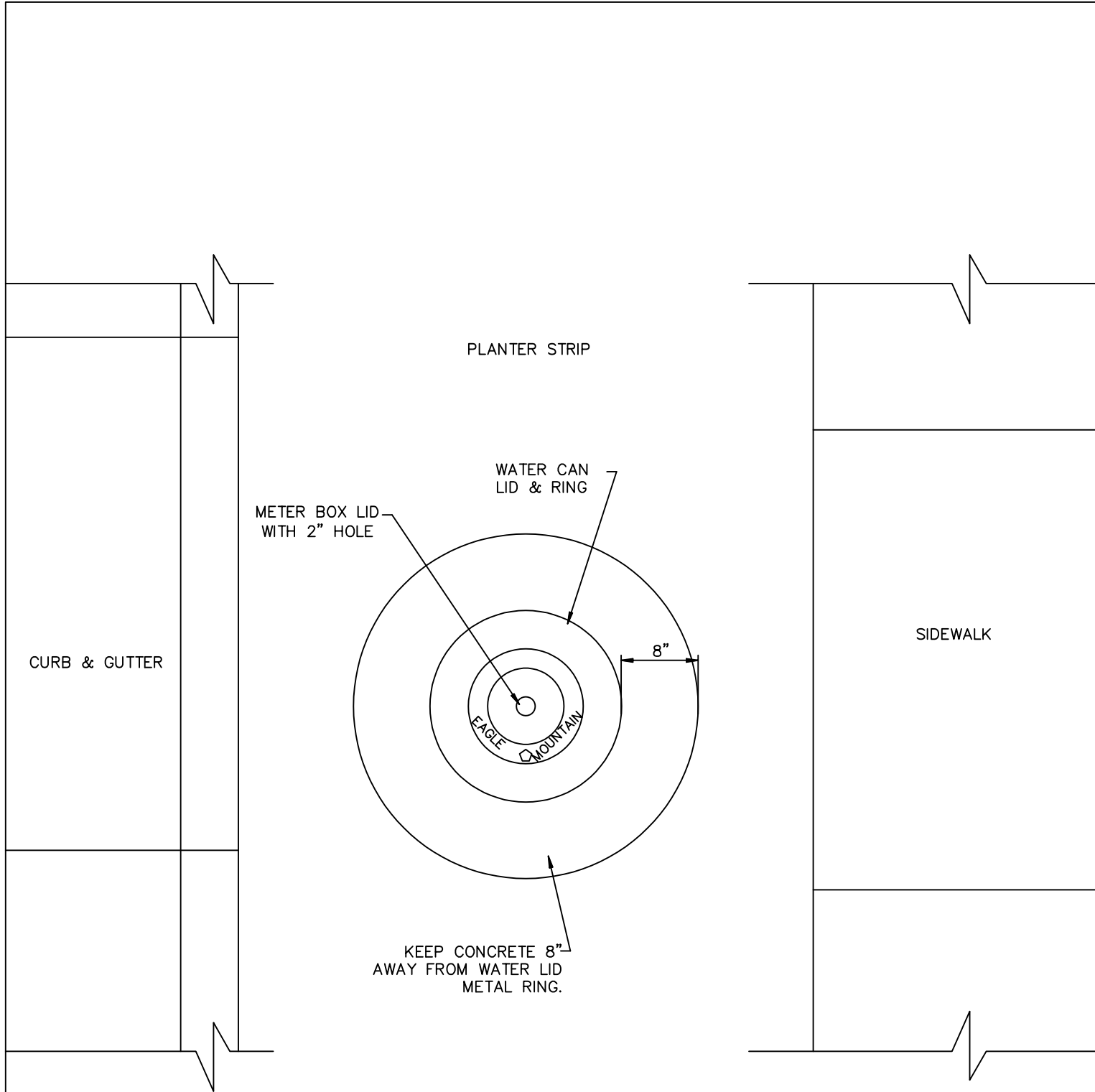


STANDARD DETAILS FOR

WATER LINE, SETTER & CAN

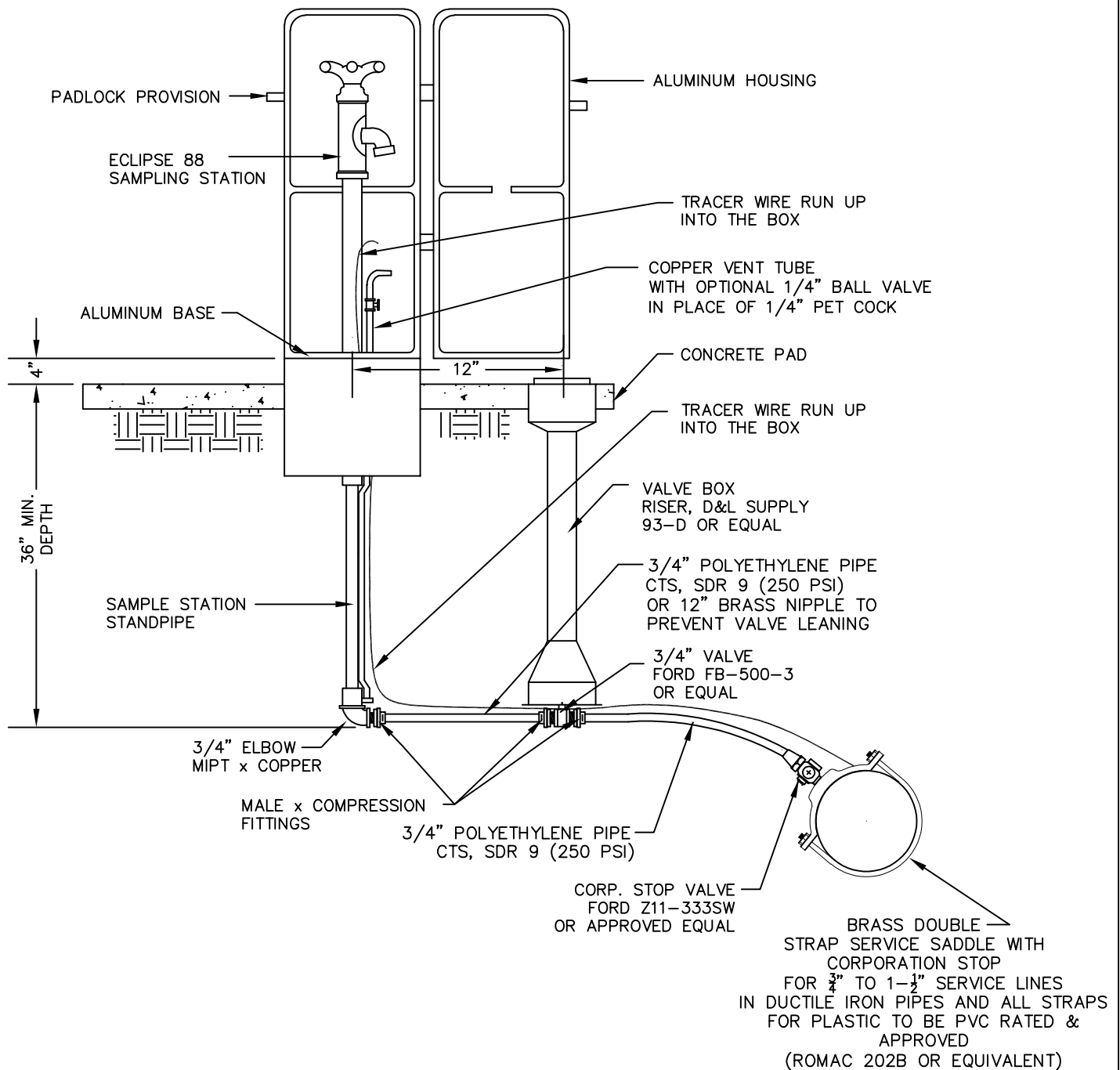
DRAWING NO.

5



NOTE:

- 1. WATER CAN TO BE CENTERED IN THE PARK STRIP.



ONE SAMPLE STATION REQUIRED IN EACH RESIDENTIAL DEVELOPMENT AND A MINIMUM OF ONE SAMPLING STATION PER 100 LOTS.

1. LOCATION: Sample stations to be located on a lot line, in the park strips between curb and sidewalk as shown on plan or as directed. Concrete pad to placed around Sampling station from sidewalk to back of curb 4' wide.
2. INSPECTION: Prior to backfilling around the assembly, secure inspection of installation by ENGINEER.
3. SMALL FITTINGS: Provide brass fittings and nipples if not specified otherwise.
4. A-3 sand required 6" below to the sides & 12" above (min.) of the pipe.

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REVISED APRIL 2024
DATE MAY 2015
SCALE VARIES

EAGLE MOUNTAIN CITY

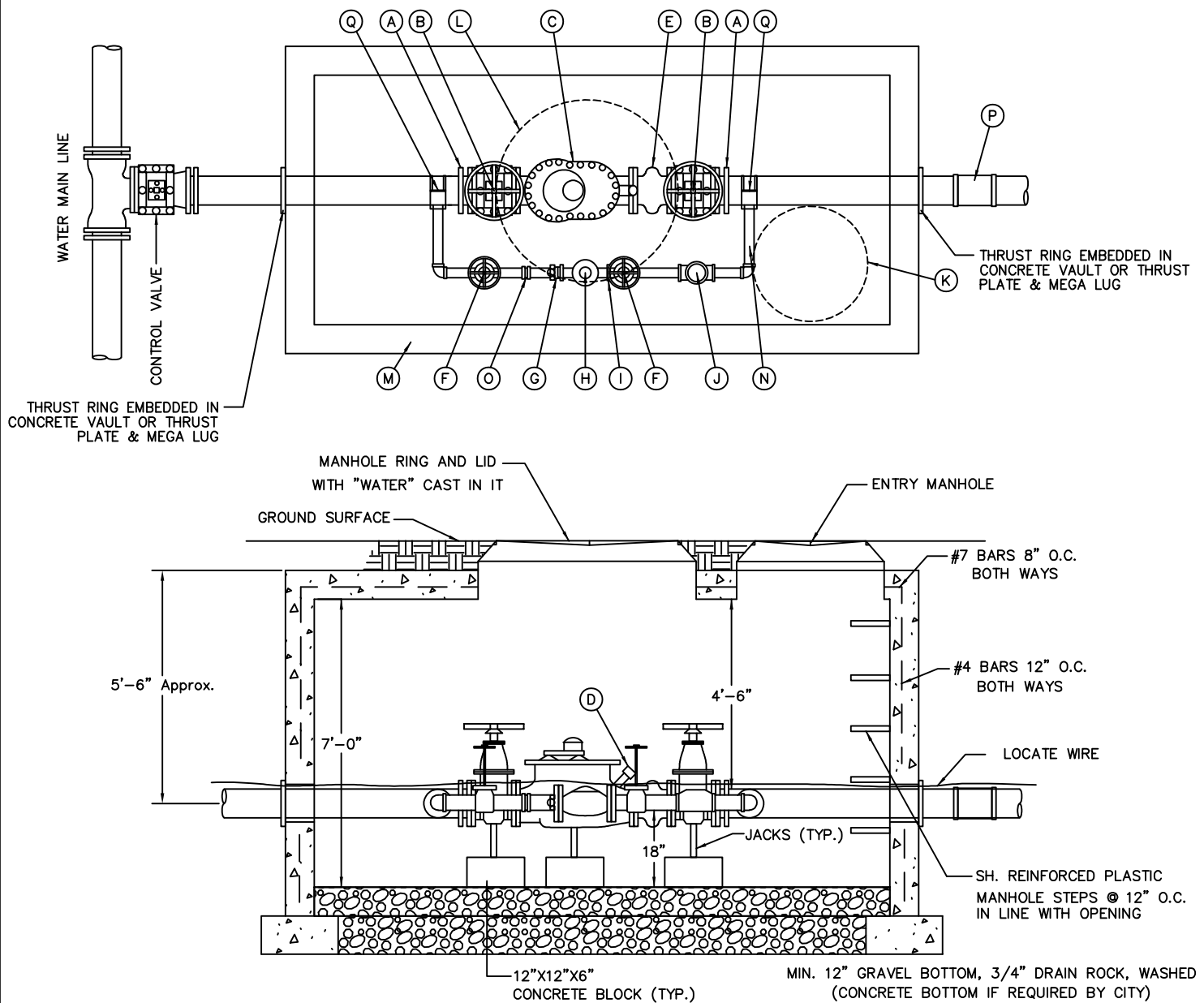


STANDARD DETAILS FOR

WATER SAMPLING STATION

DRAWING NO.

7



LEDGEND

LTR	*	ITEM	DESCRIPTION
A		3" OR 4" FLANGE X P.E. D.I.P. SPOOL W/2" HOLE 9" F.F.E ON TOP	SMITH-BLAIR FLANGE COUPLING
B		3" OR 4" GATE VALVE WITH HAND WHEEL	
C		3" OR 4" COMPOUND METER	SENSUS OMNI
D		2" TEST ASSEMBLY	
E		3" OR 4" CHECK VALVE	
F		2" GATE VALVE (BRONZE)	
G		2" METER FLANGE	
H	*	2" DISPLACEMENT METER	
I		2" MALE METER FLANGE	
J		2" CHECK VALVE (BRONZE)	
K		27" FRAME & COVER, MANHOLE	APWA, PLAN 502
L		38" FRAME & COVER, MANHOLE W/2" HOLE FOR E.R.T.	APWA, PLAN 503
M		CONCRETE BOX (VAULT) DIMENSIONS ONLY	APWA, PLAN 505
N		BRASS PIPING	
O		2" BRASS UNION	
P		MJ SLEEVE	
Q		BRASS SADDLE	

* FURNISHED BY AGENCY

NOTE:

1. ALL 4" PIPE TO BE D.I.
2. ALL 2" PIPE TO BE BRASS/COPPER.
3. THIS DRAWING SHOWS A 4" METER, OTHER SIZES WILL BE SIMILAR.
4. BYPASS REQUIRED ON ALL METERS 2" AND LARGER.
5. NUTS & BOLTS REQUIRED TO BE STAINLESS STEEL W/ANTI SEIZE THREAD COMPOUND.

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REVISED APRIL 2024
DATE MAY 2017
SCALE VARIES

EAGLE MOUNTAIN CITY

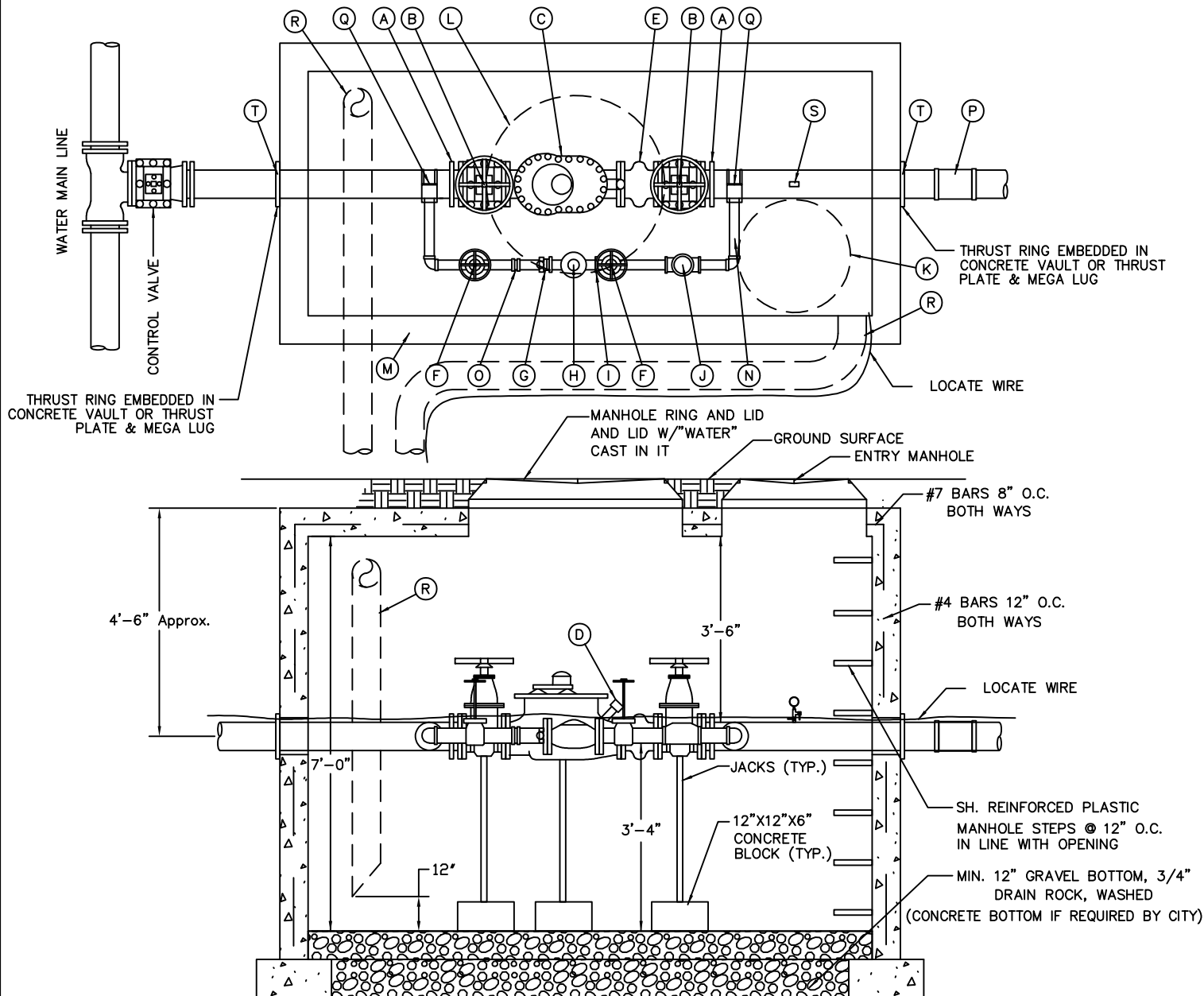


STANDARD DETAILS FOR

LARGE COMPOUND METER W/2" BYPASS
3" OR 4" METER

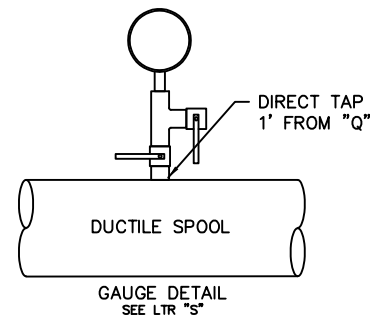
DRAWING NO.

8



LEDGEND		
LTR	ITEM	DESCRIPTION
A	6" OR 8" FLANGE X P.E. D.I.P. SPOOL W/2" HOLE 9" F.F.E ON TOP	SMITH-BLAIR FLANGE COUPLING
B	6" OR 8" GATE VALVE WITH HAND WHEEL	
C	6" OR 8" COMPOUND METER W/INTERNAL STRAINER	SENSUS OMNI C-2
D	2" TEST ASSEMBLY	
E	6" OR 8" CHECK VALVE	
F	2" GATE VALVE (BRONZE)	
G	2" METER FLANGE	
H *	2" DISPLACEMENT METER	
I	2" MALE METER FLANGE	
J	2" CHECK VALVE (BRONZE)	
K	27" FRAME & COVER, MANHOLE	PLAN 502
L	38" FRAME & COVER, MANHOLE W/2" HOLE FOR E.R.T.	PLAN 503
M	CONCRETE BOX (VAULT) DIMENSIONS ONLY	PLAN 505
N	BRASS PIPING	
O	2" BRASS UNION	
P	MJ SLEEVE	
Q	BRASS SADDLE	
R	VENT PIPES	
S	3/4" BRASS TEE, 2 BALL VALVES, & OIL FILLED PRESSURE GAUGE	
T	1/4" STEEL PLATE W/MEGA-LUG AGAINST VAULT WALL OR THRUST RING EMBEDDED IN VAULT WALL	

* FURNISHED BY AGENCY



NOTE:

1. ALL 6" OR 8" PIPE TO BE D.I.
2. ALL 2" PIPE TO BE BRASS/COPPER.
3. THIS DRAWING SHOWS A 6" METER, OTHER SIZES WILL BE SIMILAR.
4. BYPASS REQUIRED ON ALL METERS 2" AND LARGER.
5. NUTS & BOLTS REQUIRED TO BE STAINLESS STEEL W/ANTI SEIZE THREAD COMPOUND.

DRAWN
RSB
REVISED
APRIL 2024
DATE
FEB 2020
SCALE
VARIES

EAGLE MOUNTAIN CITY

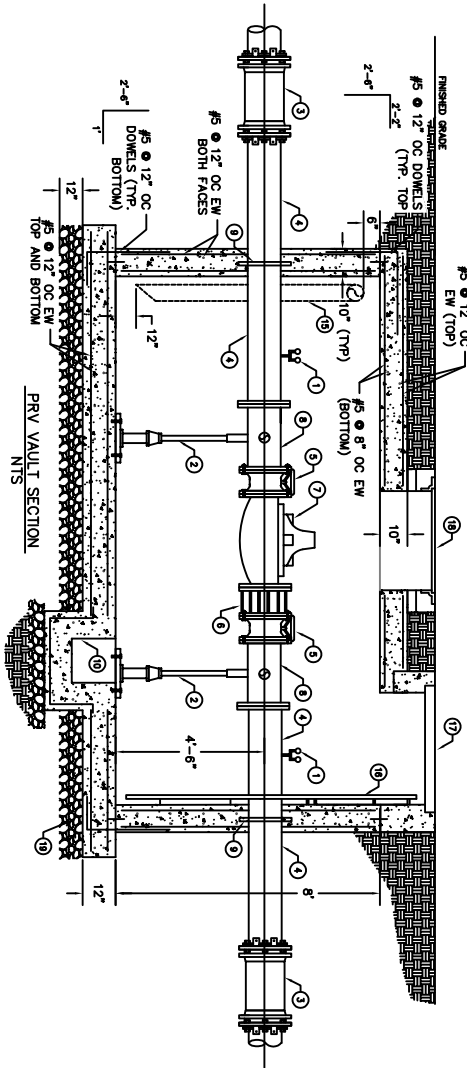
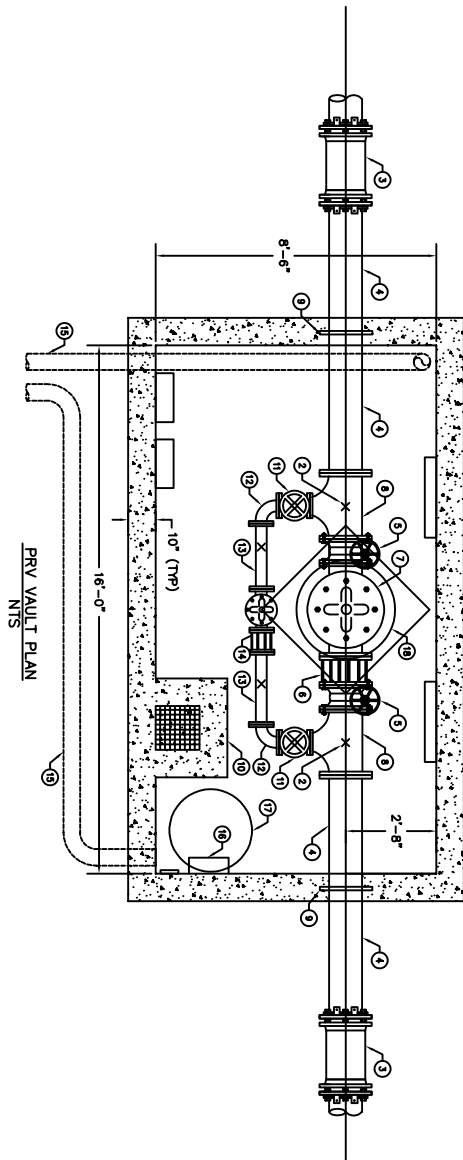


STANDARD DETAILS FOR

LARGE COMPOUND METER W/2" BYPASS
6" OR 8" METER

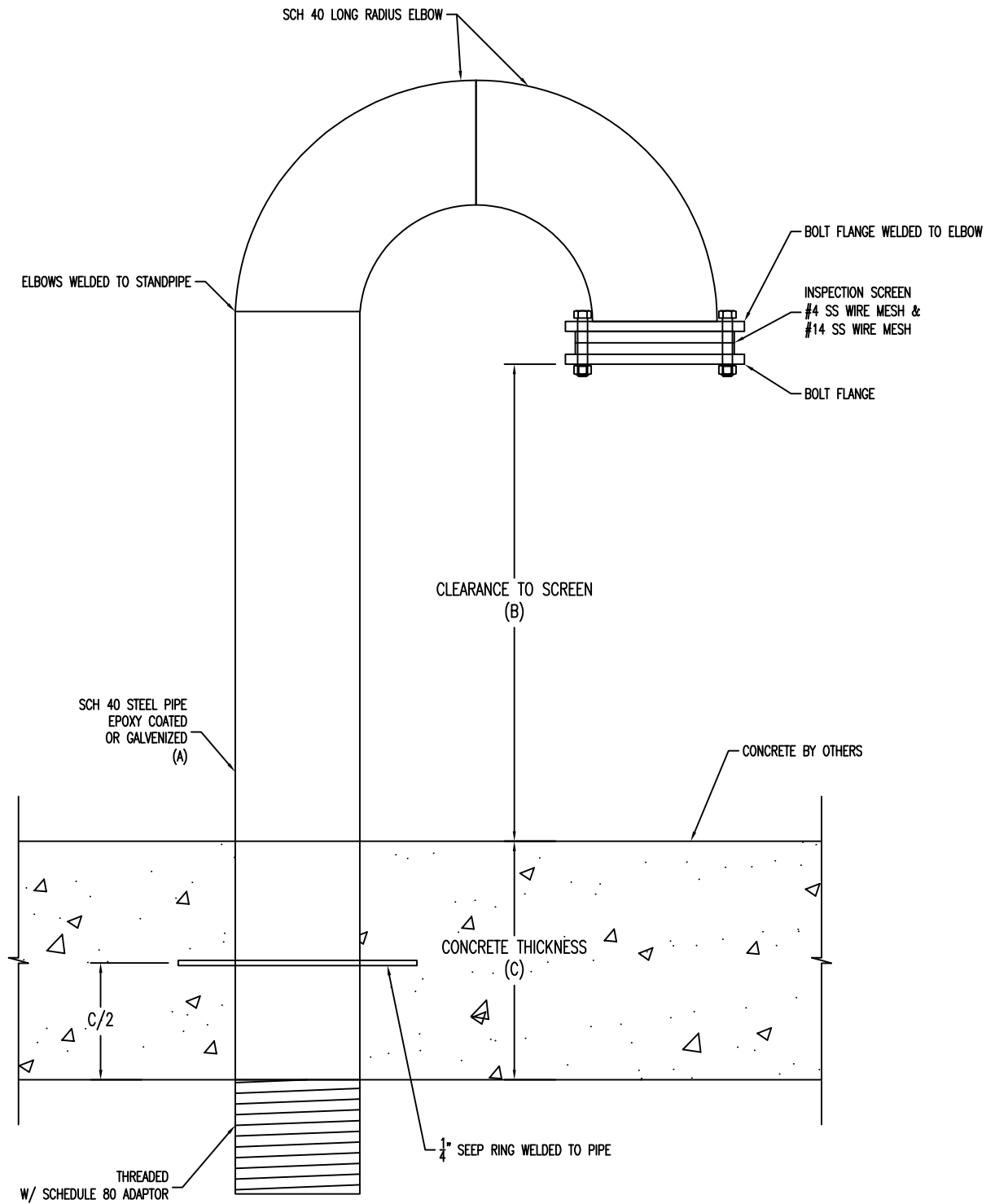
DRAWING NO.

9



VALVE AND EQUIPMENT SCHEDULE				
ITEM	SIZE	DESCRIPTION	QTY	ENDS
1	--	PRESSURE GAGE LIQUID FILLED WITH BRASS VALVE, NIPPLES AND HOSE BIB	2	THREADED
2	--	PIPE SUPPORT	2	--
3	12"	DI LONG BODY SLEEVE WITH MEQUALU FOLLOWERS	2	--
4	12"	DI SPOOL	2	MANFL
5	12"	200# ANSI FLANGE BUTTERFLY VALVE WITH HANDWHEEL	2	FLANGED
6	12"	DISMANTLING JOINT	1	FLANGED
7	12"	PRESSURE REDUCING VALVE	1	FLANGED
8	12"x4"	TEE	2	FLANGED
9	12"	THRUST RING	2	--
10	16"	16" SQUARE AND DEEP CONCRETE SUMP PIT WITH FIBERGLASS GRATING.	1	--
11	4"	200# ANSI FLANGE BUTTERFLY VALVE WITH HANDWHEEL	2	--
12	4"	90° DIP BEND	2	FLANGED
13	4"	DI SPOOL	2	FLANGED
14	4"	DISMANTLING JOINT	2	FLANGED
15	6"	SCHEDULE 80 PVC PASSIVE VENT PIPING OUT THE SIDE	2	--
16	--	GALVANIZED LADDER	1	--
17	30"	H-20 RATED MANHOLE FRAME, COVER, & GRADE RING.	1	--
18	36"	H-20 RATED MANHOLE FRAME, COVER, & GRADE RING, CENTER OVER 12" PRV.	1	--
19	--	UNTREATED BASE COURSE MATERIAL	-	--

NOTE: ALL NUTS AND BOLTS TO BE CORROSION FREE, I.E. STAINLESS STEEL W/ANTI SEIZE THREAD COMPOUND.



VENT PIPE DIMENSIONS		
PIPE SIZE (A)	CLEARANCE TO SCREEN (B)	CONCRETE THICKNESS (C)
6"	24"	6"

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DATE NOV 2015
SCALE VARIES

EAGLE MOUNTAIN CITY

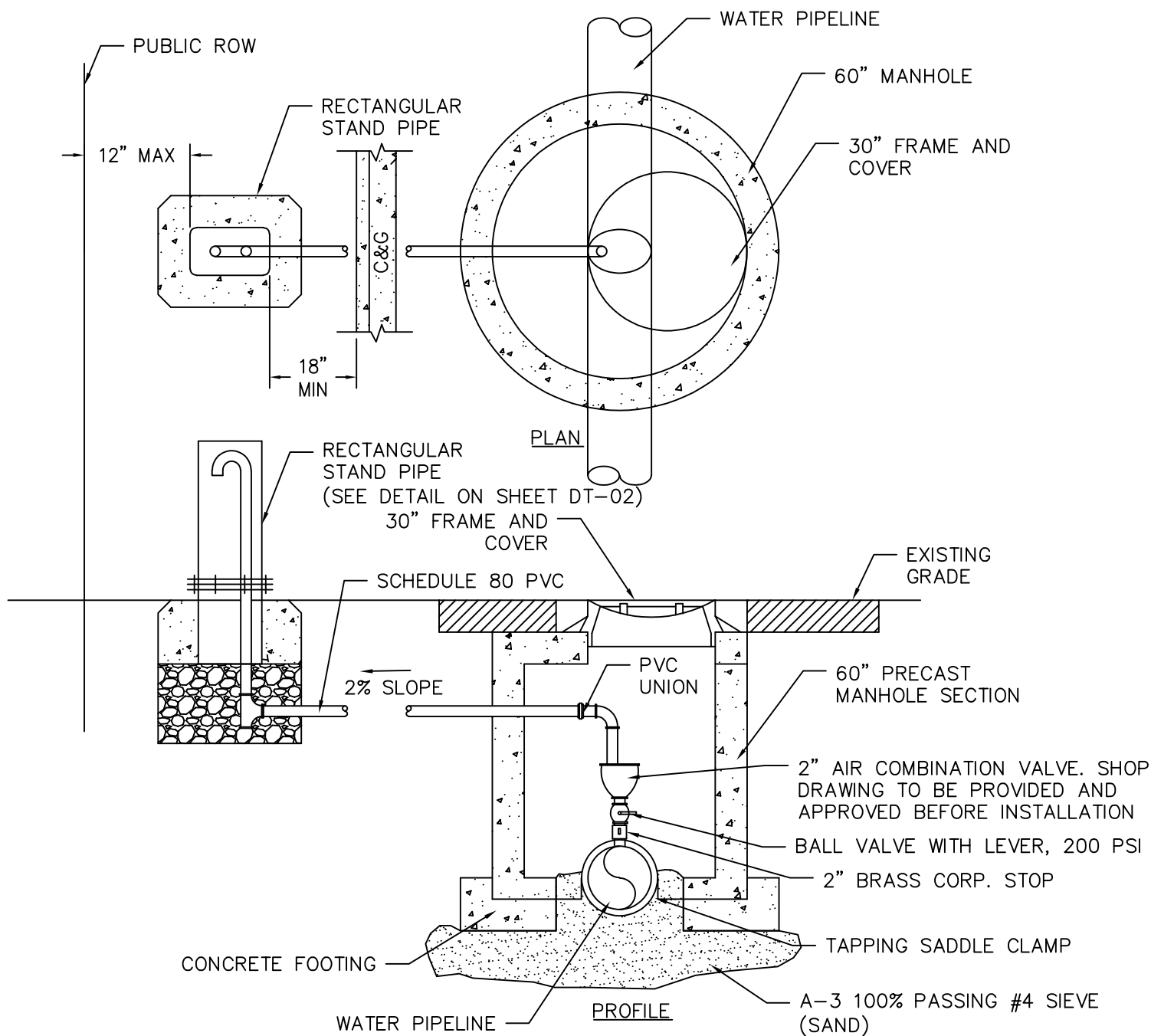


STANDARD DETAILS FOR

CAST IN PLACE VENT PIPE DETAIL

DRAWING NO.

11



1. AIR VALVE STRUTURE: PLACE AIR VALVE STRUCTURE AT LOCATIONS SHOWN ON PLANS
2. AIR VENT STANDPIPE: LOCATE STAND PIPE BEHIND CURB OR OUTSIDE OF ROADWAY PAVEMENT
3. INSPECTION; PRIOR TO BACKFILLING AROUND ASSEMBLY, SECURE INSPECTION OF INSTALLATION BY PROJECT REPRESENTATIVE
4. BACKFILL: INSTALL AND COMPACT BACKFILL MATERIAL PER SPECIFICATION

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REVISED APRIL 2024
DATE MARCH 2016
SCALE VARIES

EAGLE MOUNTAIN CITY

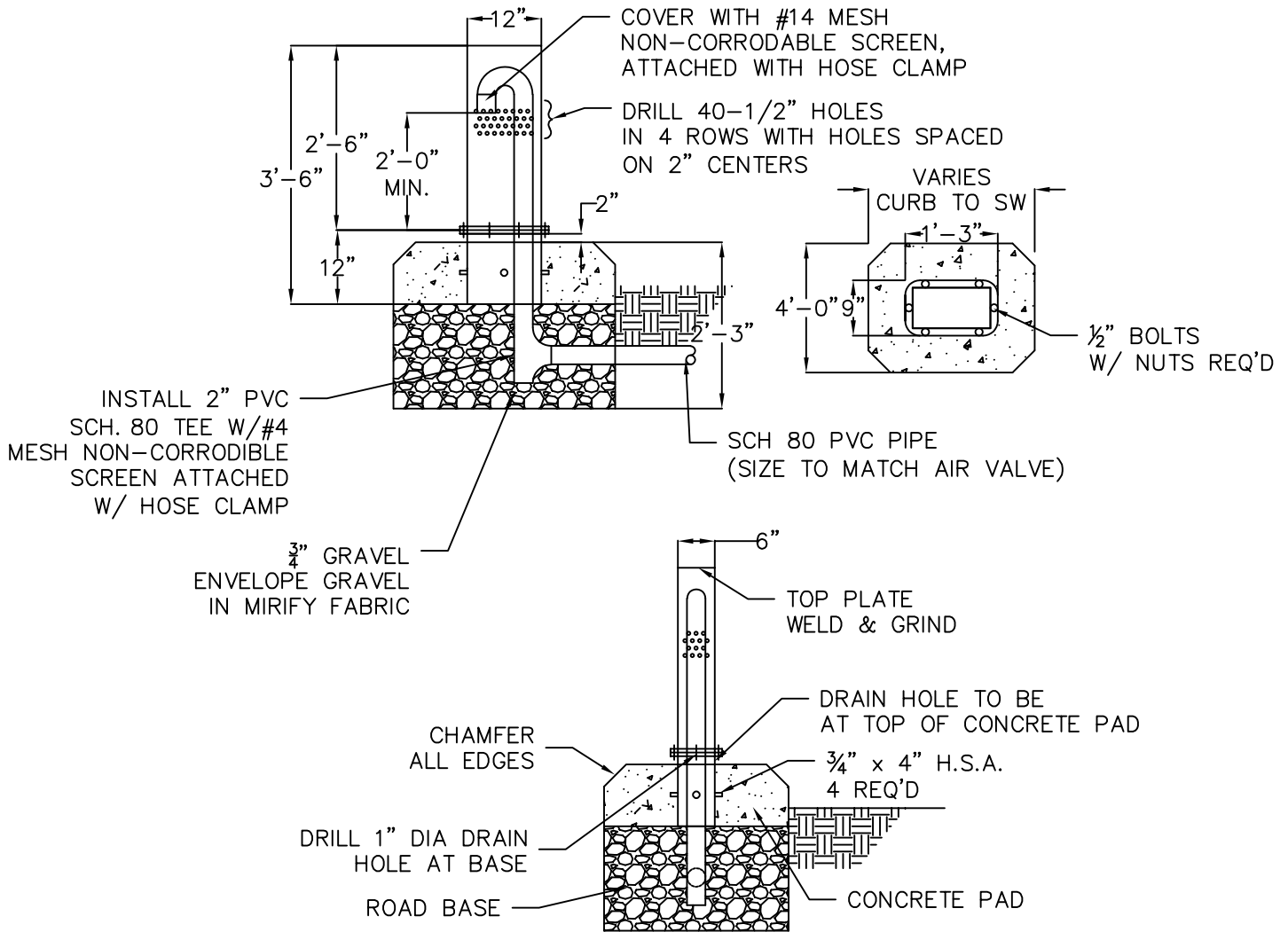


STANDARD DETAILS FOR

WATER AIR VAC

DRAWING NO.

12



1. LOCATION: LOCATE STANDPIPE BEHIND CURB OR OUTSIDE OF ROADWAY AS SHOWN ON PLANS OR AS REQUIRED
2. INSPECTION: PRIOR TO BOLTING VENT CAP OVER ASSEMBLY, SECURE INSPECTION OF INSTALLATION BY EAGLE MOUNTAIN CITY
3. FABRICATION: FABRICATE FROM 1/4" STEEL PLATE.
4. GALVANIZE: HOT DIP GALVANIZE AFTER FABRICATION

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 DATE MARCH 2016
 SCALE VARIES

EAGLE MOUNTAIN CITY

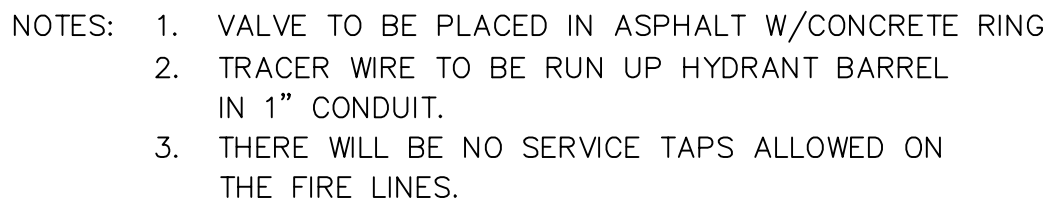


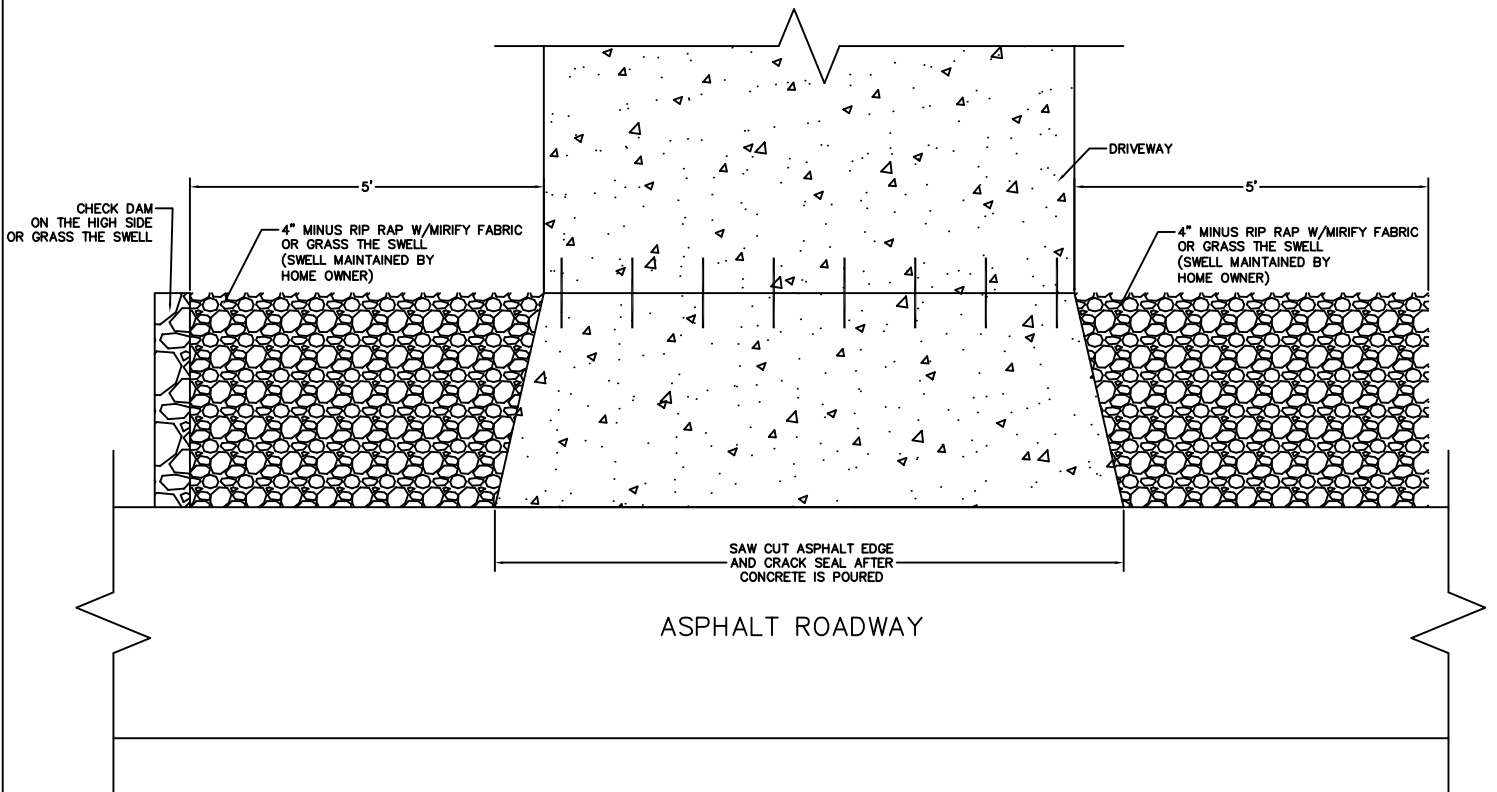
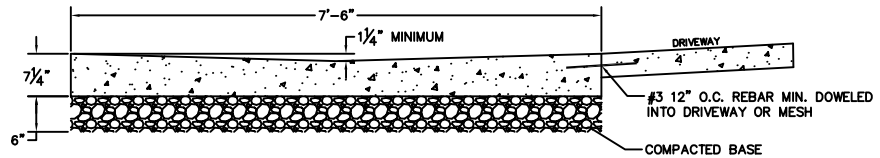
STANDARD DETAILS FOR

WATER AIR VAC VENT

DRAWING NO.

13





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STANDARD DETAILS FOR

DRIVE APPROACH WATERWAYS

DRAWING NO.

16

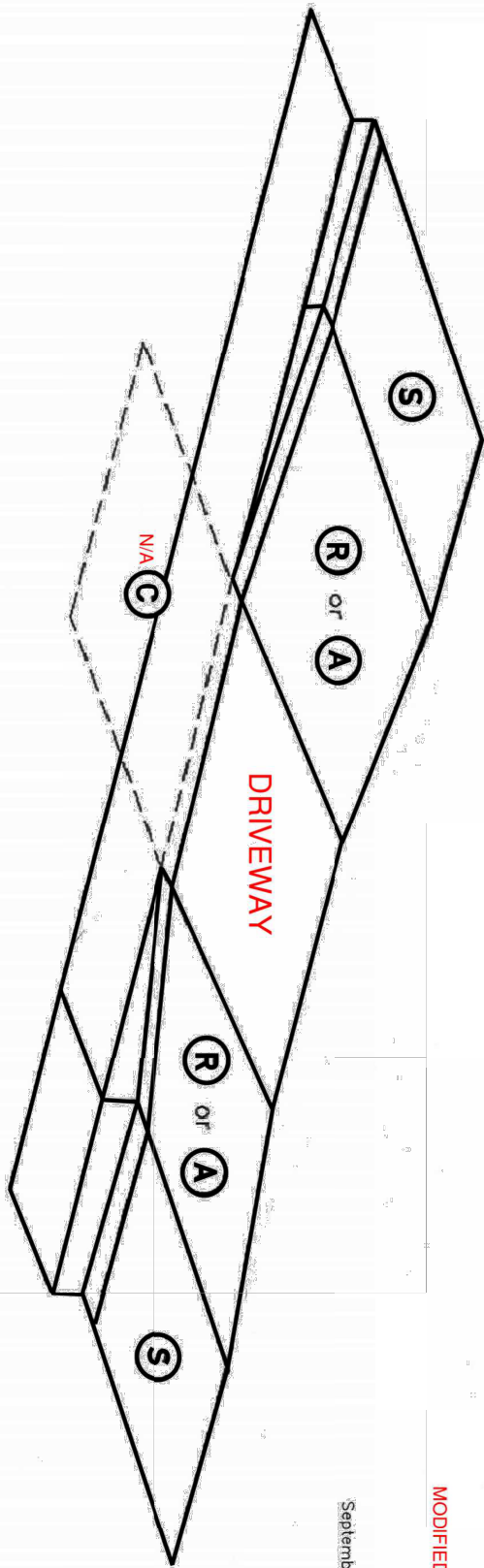
SIDEWALK AGAINST CURB DRIVEWAY REQUIREMENTS FOR ADA COMPLIANCE

	RUNNING SLOPE (%)	CROSS SLOPE (%)
	MAXIMUM	MAXIMUM
DRIVEWAY		
CURB RAMP	8.33	2
STREET GRADE	5	2
DRIVEWAY		
STREET GRADE	8.33	2
APPROACH		
STREET GRADE	8.33	2

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB.

(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL.

SLOPE TABLE



MODIFIED FROM APWA

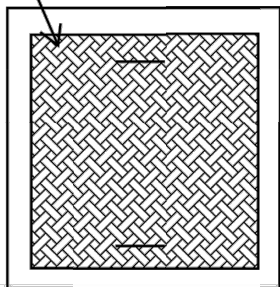
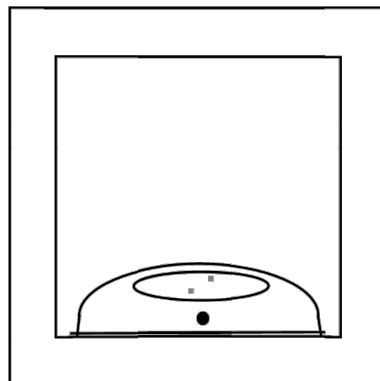
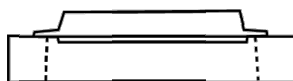
Plan
236.3
September 2011

EXAMPLE 5



SOLID LID SET FLUSH
TO TOP OF BOX WITH
LIFTING HANDLES

CONCRETE FLAT LID WITH 30" HOLE AND
RING/COVER ACCEPTABLE ALTERNATE

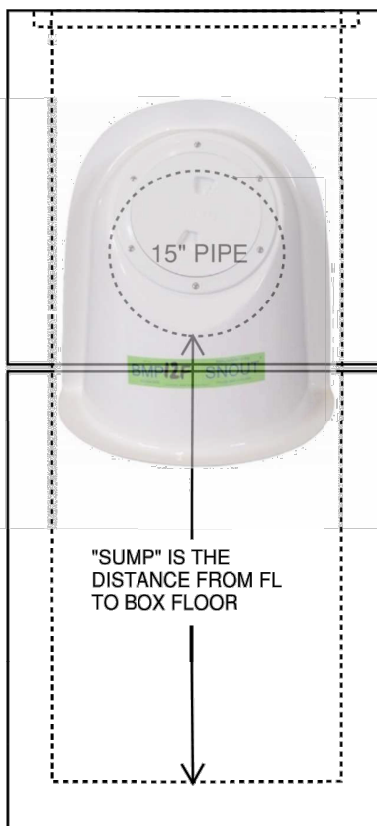


SIDEWALK

15" RCP OR "HP" ADS
(OR EQUIV)
MIN.

CURB AND GUTTER

12" COMPACTED
GRAVEL (MIN)



"SUMP" IS THE
DISTANCE FROM FL
TO BOX FLOOR

ISOLATION BOX WITH "SNOUT" OIL / WATER SEPARATOR (OR EQUIV)

NOTES:

- 1) SUMP TO BE 2.5 TO 3 TIMES I.D. OF OUTLET PIPE.
- 2) 3' X 3' I.D. BOX MINIMUM. (T.B.D BY PIPE SIZE)
- 3) BOX BASE SECTION MAY BE NEEDED TO MEET SUMP REQ'S.
- 4) BOX, PIPE AND ALL MATERIALS MUST MEET EMC CONSTRUCTION STANDARDS.
- 5) BOX, PIPE AND ALL MATERIALS MUST BE ACCEPTED THROUGH THE SUBMITTAL PROCESS BEFORE INSTALLATION.
- 6) ALL STORM DRAIN UPSTREAM UP ISOLATION BOX CONSIDERED PRIVATE AND NOT MAINTAINED BY EAGLE MTN CITY.



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EAGLE MOUNTAIN CITY



STANDARD DETAILS FOR

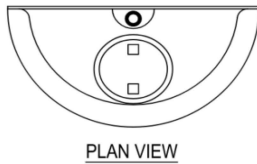
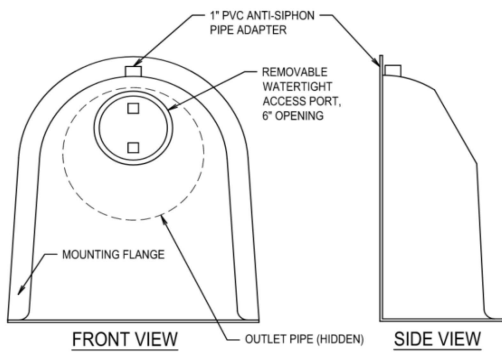
ISO BOX W/SNOUT SHT. #1

DRAWING NO.

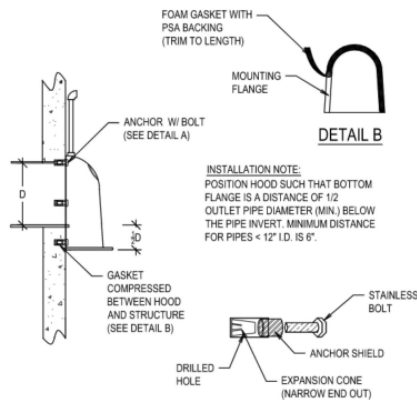
18

SPECIFICATIONS:

1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE AS MANUFACTURED BY:
BEST MANAGEMENT PRODUCTS, INC.
53 MT. ARCHER RD.
LYME, CT 06371
(860) 434-0277, (860) 434-3195 FAX
TOLL FREE: (800) 504-8008 OR (888) 354-7585
WEB SITE: www.bmpinc.com
OR PRE-APPROVED EQUAL
2. ALL HOODS SHALL BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH ISO GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125" LAMINATE THICKNESS.
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE, AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)
4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS PER MANUFACTURER'S RECOMMENDATION.
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A DISTANCE EQUAL TO 1/2 THE OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D.
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF 24" ACCORDING TO STRUCTURE CONFIGURATION.
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED SMOOTH AND FREE OF LOOSE MATERIAL.
8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8" STAINLESS STEEL BOLTS AND OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER. (SEE INSTALLATION DETAIL)
9. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT.
INSTALLATION KIT SHALL INCLUDE:
A. INSTALLATION INSTRUCTIONS
B. PVC ANTI-SIPHON VENT PIPE AND ADAPTER
C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
D. 3/8" STAINLESS STEEL BOLTS
E. ANCHOR SHIELDS



SNOUT CONFIGURATION

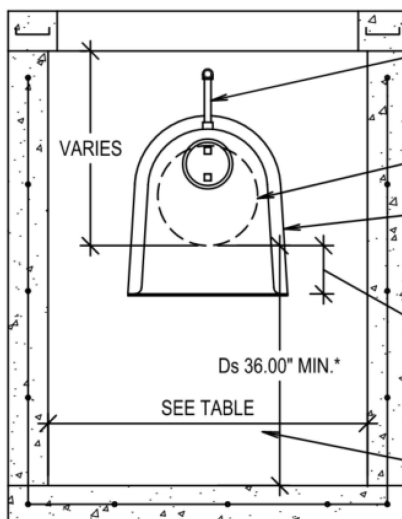


DETAIL A

SIZING EXAMPLES:

OUTLET HOLE SIZE	SNOUT SIZE	STRUCTURE SIZE
11.9" O.D. OR LESS	12 F or R	R FITS 36"-48" DIAM STRUCTURE
12.0"-17.9" O.D.	18 F or R	R FITS 48"-60" DIAM STRUCTURE
18.0"-23.9" O.D.	24 F or R	R FITS 48"-60" DIAM STRUCTURE
24.0"-29.9" O.D.	30 F or R	R FITS 60"-72" DIAM STRUCTURE
30.0"-47.9" O.D.	48 F	
30.0"-53.9" O.D.	54R/72	FITS 72" DIAM STRUCTURE ONLY
48.0"-95.9" O.D.	96 F	

NOTE: USE ONLY "F" SERIES SNOUTS FOR RECTANGULAR OR SQUARE STRUCTURES, AVAILABLE IN 12", 18", 24", 30", 48", AND 96" SIZES. USE ONLY "R" SERIES SNOUTS FOR ROUND STRUCTURES, AVAILABLE IN 12", 18", 24", 30", AND 54" SIZES.



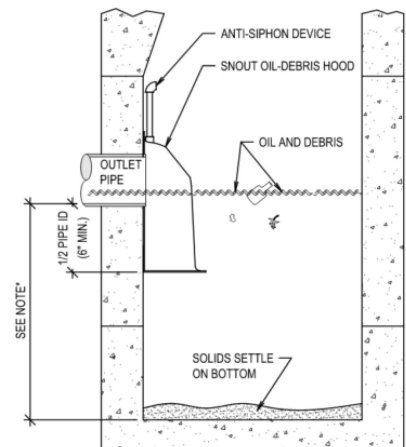
ANTI-SIPHON VENT STACK SIZED
ACCORDING TO TOP OF STRUCTURE
OR GRATE. 3" MIN. HEIGHT.

Dp OUTLET PIPE DIAMETER (I.D.)

"SNOUT" OIL/DEBRIS
STOP BY BMP, INC.
INSTALLED PER MFG.
SPECIFICATION

BOTTOM OF HOOD
1/2 PIPE I.D. BELOW
INVERT OF PIPE (6" MIN.)

WIDTH OF STRUCTURE



NOTE:
SUMP DEPTH OF 36" MIN. FOR < OR= 12" DIA. OUTLET.
FOR OUTLETS >OR= 15", DEPTH = 2.5 TO 3 X'S DIAM.

TYPICAL INSTALLATION

US Patent # 6126817

HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES		
DESCRIPTION	DATE	SCALE
OIL- DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)	09/08/00	NONE
	DRAWING NUMBER	
	SP-SN	

DRAWN RSB
REVISED APRIL 2024
DATE MARCH 2024
SCALE N.T.S.

EAGLE MOUNTAIN CITY

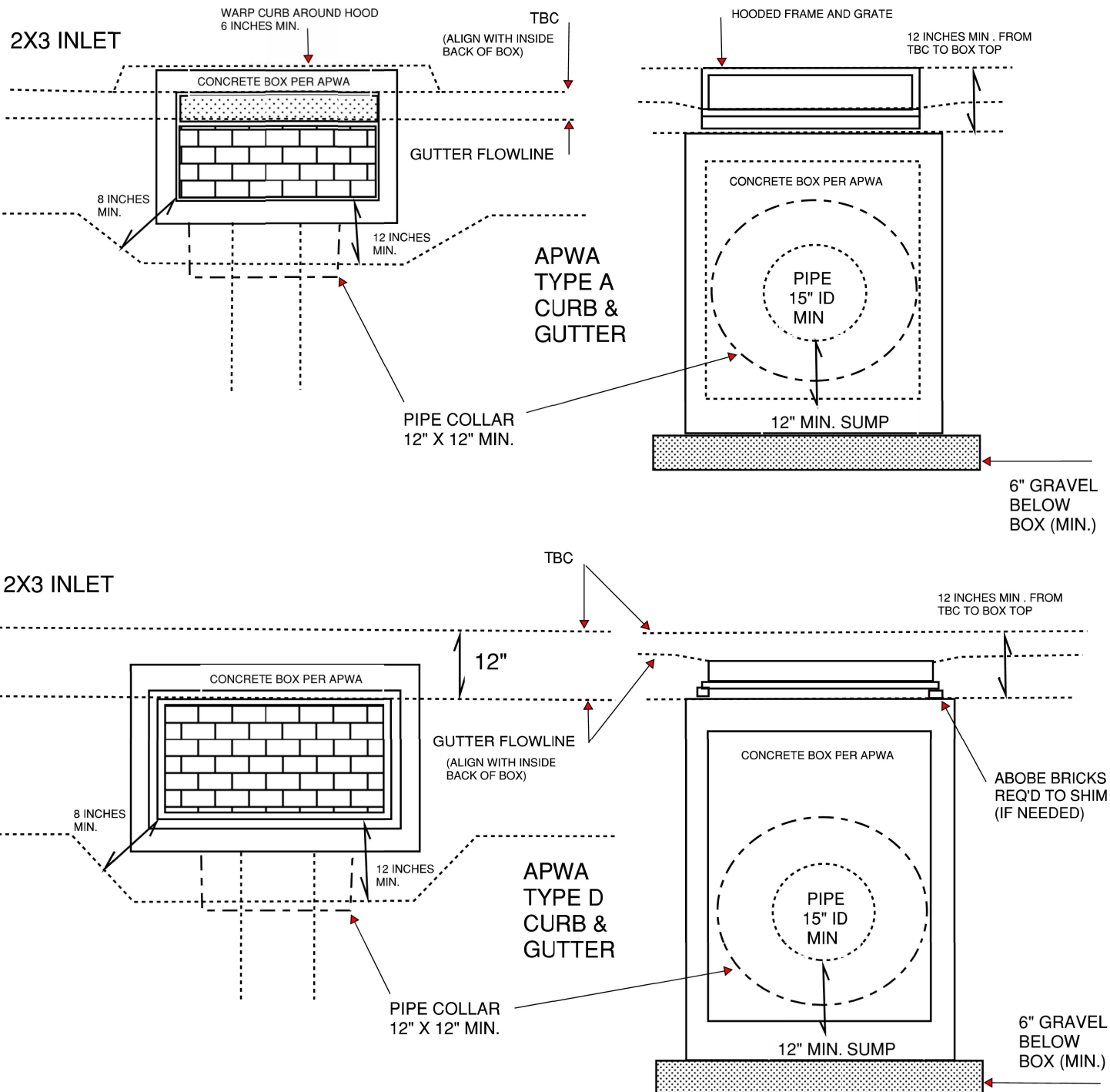


STANDARD DETAILS FOR

ISO BOX W/SNOUT SHT. #2

DRAWING NO.

19



BOX PLACEMENT FOR APWA TYPE A AND D CURB AND GUTTER

NOTES:

- 1) ALL BOXES MUST BE IN ALIGNMENT TO CURB AND GUTTER AS SHOWN $\pm 2"$.
- 2) CONCRETE BETWEEN FRAME / GRATE AND CONCRETE BOX MUST BE FORMED TO HAVE A SMOOTH SEALED FACE (NO HONEYCOMB).
- 3) STRUCTURAL SUPPORTS MUST REMAIN IN PLACE (CORNERS AND TOP OF BOX).
- 4) ALL GRATES TO BE "BICYCLE SAFE".



DRAWN RSB
REVISED APRIL 2024
DATE APRIL 2024
SCALE N.T.S.

EAGLE MOUNTAIN CITY



STANDARD DETAILS FOR

TYPE 'A' CURB BOX PLACEMENT

DRAWING NO.

20

4'-0"

SWPPP

STORM WATER POLLUTION PREVENTION PLAN

A UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM(UPDES) PERMIT COVERS THIS
CONSTRUCTION SITE, IF ANY NON-STORM WATER DISCHARGE OR SEVERE VEHICLE TRACKING
OCCURS, PLEASE CALL: 801-786-6636

PROJECT NAME:

SWPPP LOCATION:

SWPPP CONTACT:

3'-0"

SITE NOTICE

AUTHORIZATION
TO DISCHARGE
LETTER

ELECTRONIC
SWPPP ACCESS
QR IF
APPLICABLE

PUBLIC NOTICE

24" MIN.

DRAWN	RSB
REVISED	APRIL 2024
DATE	MAY 2022
SCALE	VARIES

EAGLE MOUNTAIN CITY

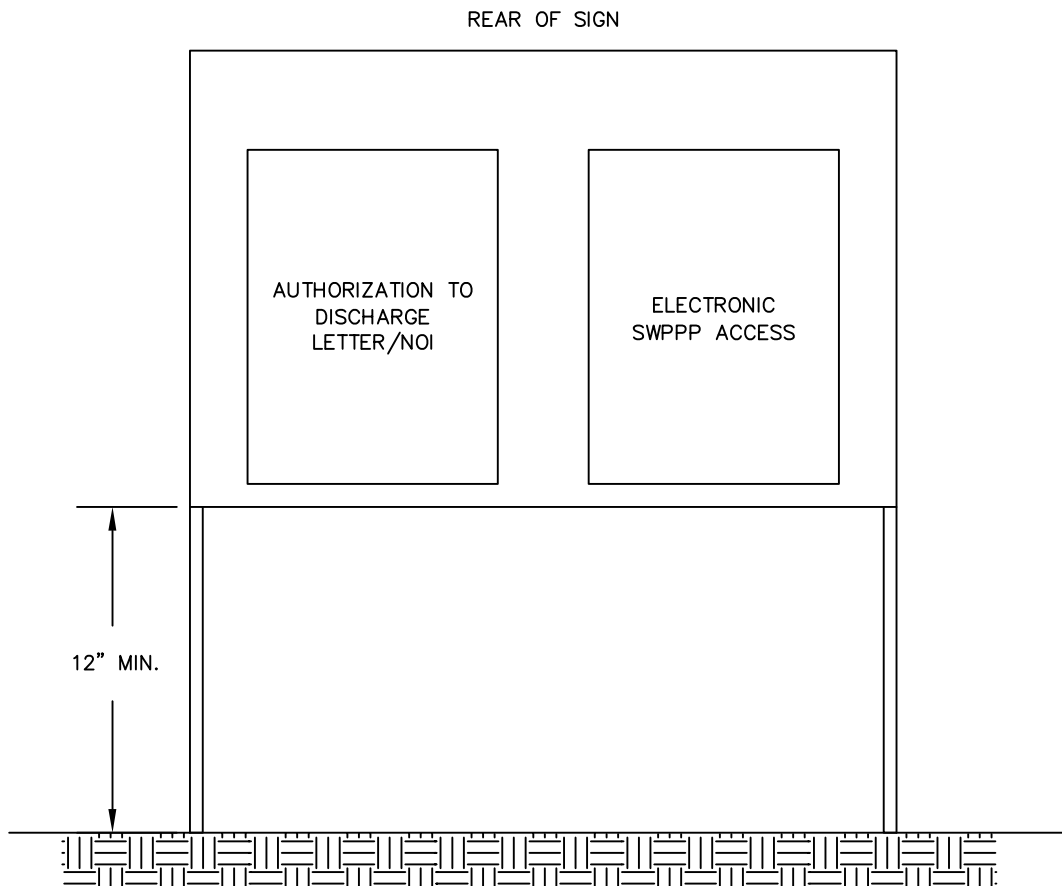
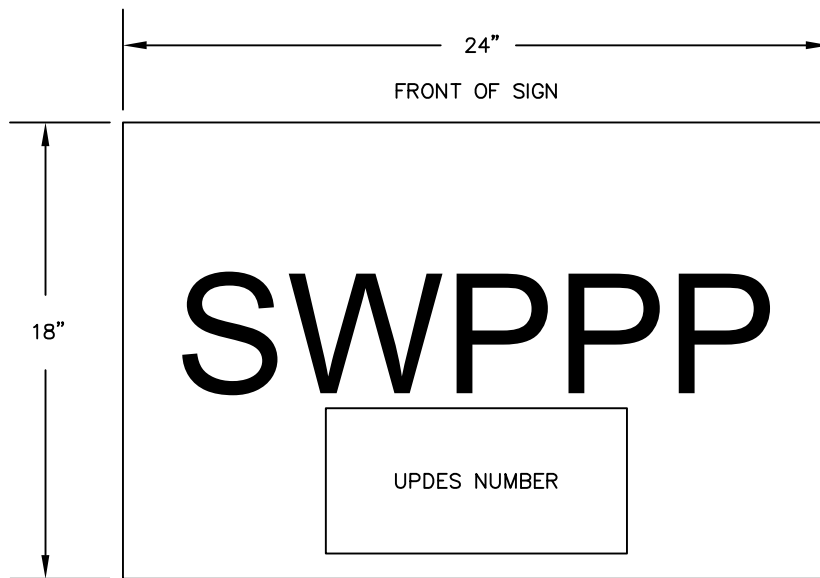


STANDARD DETAILS FOR

1 ACRE OR LARGE RESIDENCE AND
ALL COMMERCIAL SWPPP SIGN

DRAWING NO.

21



DRAWN	RSB
REVISED	APRIL 2024
DATE	MAY 2022
SCALE	VARIES

EAGLE MOUNTAIN CITY



STANDARD DETAILS FOR

SINGLE FAMILY RESIDENCE SWPPP SIGN

DRAWING NO.

22

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035	4/2/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc.	5/16/2023		City Manager		X		X			
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/1/2024	1/16/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. Working on drafting the code.	8/15/2023		Draper							
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Schedule	In Progress	9/30/2024	4/23/2024	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP 1/3/2023. Staff is gathering information on similar programs elsewhere. As with other MIHP strategies, we are waiting on LRB's report on funding.	1/3/2023		Strachan							
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	4/4/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. LRB are nearing completion of the evaluation of the strategies and finalizing a draft report.	8/15/2023		Berrett					X		
2023.018	21	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Schedule	Long Horizon	<2030	1/31/2024	Mid-Valley / Hidden Valley road study is on MAG's agenda for approval 2/1/24, along with additional funding for the northern portion of Old Airport Road. SR73 freeway and frontage roads are high priority with UDOT and the Transportation Commission. Cedar Valley Freeway/Highway Study is underway, to be completed by April or May. Staff has monthly meetings with UDOT. Next combined regional City Councils meeting is 5/29/24. This is relevant per EMMC 2.19.030.G.	5/16/2023		Mumford		X		X			
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Secondary Priority	Schedule	In Progress	7/30/2024	1/31/2024	Interns have obtained GPS data of the trails in the Hidden Valley area of the City. Staff is working on next steps for the off-street trails master plan and will provide updates in the near future as to the status.	5/16/2023		Mumford		X					X
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	Not Started	12/31/2024	1/31/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. LRB are nearing completion of the evaluation of the strategies and finalizing a draft report.	1/3/2023		Mumford					X		
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Schedule	Not Started	12/31/2024	1/31/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Staff sent a report/memo to the Council in December. If Council wants to pursue reductions to ADU application fees or basement permits, please let us know.	8/15/2023		Mumford							
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code.	High Priority	Do	In Progress	5/16/2024	2/14/2024	HB 408, 2023 is being evaluated by our business license specialist. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	5/16/2023		Larsen					X		

Legislative Priorities List																			
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	In Progress	4/30/2024	4/30/2024	Agriculture and Industrial have been to PC, coming to Council in May. Pushing to get Commercial Storage to PC CC in May.	9/19/2023		Larsen						X	
2023.024	22	Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	Do	In Progress	3/31/2024	4/30/2024	This item received a public hearing and was tabled on 2/6/2024; going to Council on May 21.	5/16/2023		Larsen						X	
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	3/28/2024	Staff presented and the council approved a timeline for updating the General Plan on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Staff is working on getting estimates from consultants for a few GP related items.	5/16/2023		Larsen		X		X			
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	3/28/2024	Staff is working on getting estimates from consultants for this item.	3/6/2024		Larsen							
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	3/28/2024	Staff is working on getting estimates from consultants for this item.	3/6/2024		Larsen							
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	4/2/2024	Start in July.	4/2/2024		Larsen							
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	3/21/2024	Future	3/6/2024		Larsen							
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024		Larsen							
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	3/21/2024	Future	3/6/2024		Larsen							
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025	3/21/2024	Future	3/6/2024		Larsen							
2024.001h	22	General Plan Update	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025.	Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024		Larsen							
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	12/31/2024	3/28/2024	Not started. This item will be evaluated further by staff.	4/2/2024		Larsen Trusty		X					
20243.001j (was 2023.023 & 2023.049)	24	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	Not Started	12/31/2024	3/28/2024	Staff is working on getting estimates from consultants for this item.	4/2/2024		Larsen		X		X	X		
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	Do	In Progress	5/31/2024	4/30/2024	An Historic Zones Code Amendment item has been delayed but is going to PC in May.	5/16/2023		Larsen					X		

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	2/28/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code.	5/16/2023	Larsen							X
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	9/19/2023	This has been assigned to a planner and the research/drafting process is beginning.	5/16/2023	Larsen							X
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	1/31/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd has said his work is 80% complete in cataloging properties.	8/15/2023	Larsen						X	
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		4/30/2024	Staff believed that the Legislature would address this issue, but did not. Staff will review.	10/3/2023	Larsen							X
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	6/30/2024	4/30/2024	The consultant, Galloway, is presenting the draft plan to the Council for discussion on May 21.	5/16/2023	Weber		X		X			X
2023.032	24	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	4/30/2024	A report will include proposed upgrades to the system and where it can be implemented. Report expected in June.	5/16/2023	Trusty		X				X	
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2024	4/30/2024	Bids for the Phase 2 construction package are being evaluated. A contract has been signed and kick off is week of May 6.	5/16/2023	Trusty		X		X			
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Schedule	On Hold	12/31/2025	1/16/2024	Extension to Eagle Mountain Blvd plans are ready but ROW issues are delaying the project. Completion estimate is pushed a year.	5/16/2023	Trusty		X		X			
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	1/16/2024	Included in MAG's TIP process (under consideration). This funding should now be included in the tracking of item 23.018, Transportation Funding.	8/15/2023	Trusty		X		X			
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2023	The council wants clarity to the parking code and become the land use authority.	8/15/2023	Trusty		X					

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	1/31/2024	Public Works selected OpenGov - Cartegraph software for asset management. Staff working on draft capital asset policy.	5/16/2023	Ruesch			X		X		
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	3/7/2024	Put this on the calendar by May 31 each year.	8/15/2023	Hickman Kofoed Hilton							
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023	Hickman					X		X
Proposed																		
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/16/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. Council discussed this item and determined to not adopt move forward at this time.		Strachan Hickman							X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.									
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for	Proposed	-	-					Hickman						X	
2023.029	21	Master Plan Process	How can the City Council be involved?	Proposed	-	-		1/31/2024	Staff is reviewing the MDP process and will propose code amendments in the near future; also relates to EMMC 2.19.030.J.		Mumford					X		
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Evan has created a dashboard that satisfies the majority of this request. It's designed for the economic development community in mind, but can temporarily serve a dual purpose for City Council until OpenGov starts feeding data sufficient for a much more expanded dashboard.		Mumford Berrett					X		
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.		Mumford							X
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.		Mumford					X		
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.		Larsen							
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.		Larsen						X	

Legislative Priorities List													Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted		Assigned						
Completed																		
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	High Priority	-	Completed	4/30/2024	4/16/2024	The Council adopted code amendments based on 2023's HB265 and 2024's HB 256 Military Compatible Land Use Amendment.	5/16/2023		Larsen					X	
2023.006	22	Wildlife Overlay Zone	Facilitate bringing forward a presentation soon.	Secondary Priority	-	Completed	3/31/2024	4/2/2024	Adopted with amendments.	5/16/2023		Larsen					X	
2023.003a	22	Development Code	The Utah Legislature passed several bills in 2023 that necessitate changes to the city's code. SB174, HB364, HB406, HB265, and SB118 all affect the city's development codes. SB199 makes certain land use laws not referrable but no changes are needed to the code.	High Priority	-	Completed	3/19/2024	3/7/2024	Most required ordinance changes have been completed. Some unfinished items are split into new priority items. The final EMMC code changes due to SB174 and HB406 regarding lot line adjustment item was presented and adopted on 3/6/2024.	5/16/2023		Larsen					X	
2023.002	22	Zoning Map Update	Update the city's zoning map(s).	High Priority	-	Completed	2/20/2024	2/20/2024	Staff presented and the CC adopted the new zoning map which was demonstrated electronically. Staff is expected to maintain the map going forward.	5/16/2023		Larsen	X			X		
2023.048	12	Residential Development Standards	17.25.040 Residential Development Standards: Footnote #7 requires the average lot size be calculated across the preliminary plat.	High Priority	-	Completed	2/28/2024	2/6/2024	Approved by the CC on 2/6/2024.	11/7/2023		Draper					X	
2023.047	13	Standard background for online meetings	Create a standard background for use in public, teams, and zoom meetings.	Secondary Priority	-	Completed	1/31/2024	1/31/2024	A new, post-branding, background has been created and sent via email along with instructions for uploading to online meeting programs.	10/3/2023		Maffitt						
2023.007	14	Annual Council Training	Code to establish yearly training of Council by DOLA; to include duties, responsibilities, and authorities granted to the council by the state; LUDMA, OPMA, Ethics, etc.	Secondary Priority	-	Completed	1/2/2024	1/30/2024	State code requires annual training for OPMA - on January 2 agenda; an orientation manual for council members was presented and new council orientation on December 6.	5/16/2023		Strachan						
2023.004	22	Fencing Code	Council has made a lot of exceptions and wants to be very clear about fencing standards. See also 16.35.090.	Secondary Priority	-	Completed	3/31/2024	2/6/2024	The CC adopted new fencing and buffer code on 2/6/2024.	8/15/2023		Larsen					X	
2023.001	21	Title 16 Subdivisions	Review and update language, address concerns in preliminary and final plat approvals regarding language and requirements due to SB174.	High Priority	-	Completed	2/1/2024	10/3/2023	Ordinance changes were approved on 9/19/2023. On 10/3/2023 added an effective date.	5/16/2023		Mumford					X	
2023.034	24	Water Conservation Issues	Adjust water rates to save for infrastructure needs.	High Priority	-	Completed	1/31/2024	10/3/2023	Rate changes to cover operations and maintenance were approved 9/19/2023.	5/16/2023		Trusty	X					
2023.027	14	Second class city requirements	What needs to be done? When?	Secondary Priority	-	Completed		10/3/2023	Provided a memo listing requirements and trigger for changes.			Strachan					X	

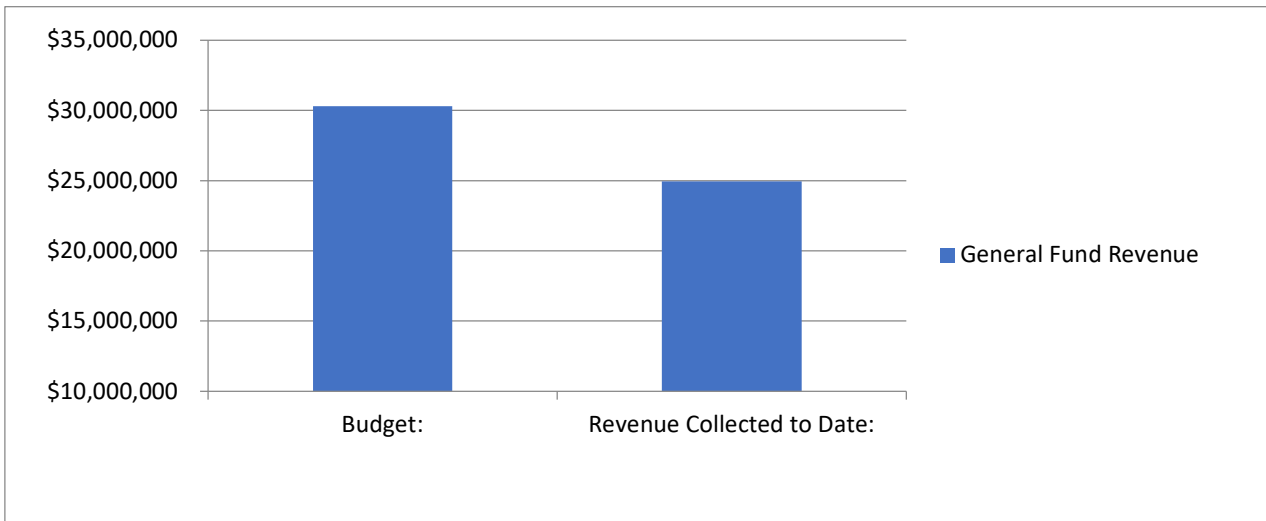
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through March 2024

GENERAL FUND

General Fund Revenues

Budget: \$ 30,286,635
Revenue Collected to Date: \$ 24,944,207
Percent of Total Budget Collected: 82%
Percent of Year Completed: 75%



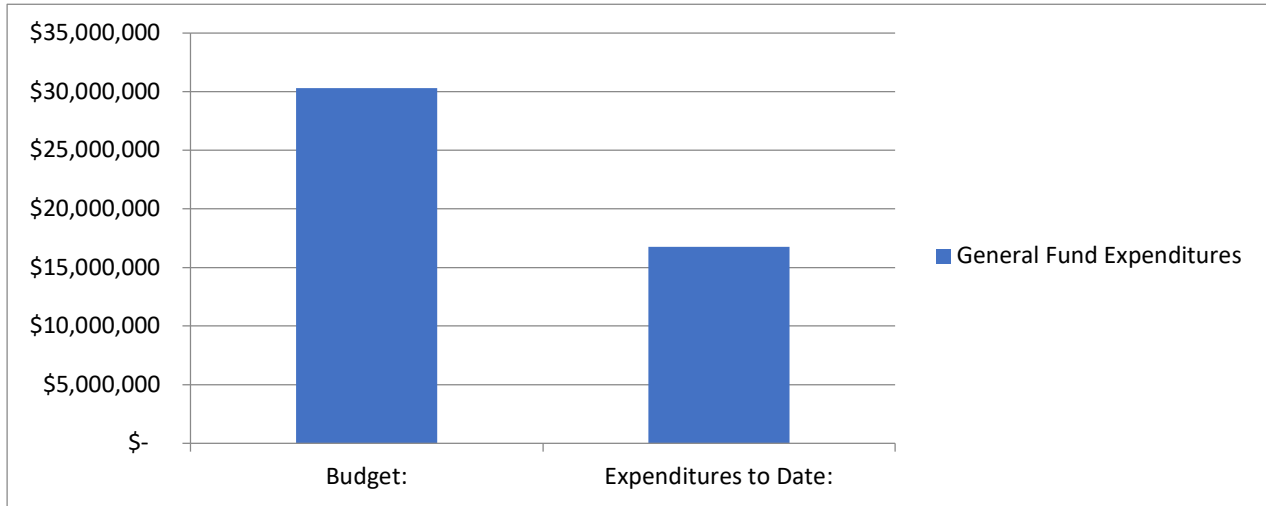
Revenue Analysis

Revenue Sources	Budget	To Date	% Collected
Taxes	\$ 18,921,922	\$ 15,258,123	80.64%
Licenses and Permits	\$ 30,000	\$ 25,845	86.15%
Planning Building & Eng Fees	\$ 4,652,600	\$ 4,373,114	93.99%
Intergovernmental	\$ 2,488,897	\$ 1,816,752	72.99%
Charges for Services	\$ 246,500	\$ 273,551	110.97%
Recreation	\$ 142,900	\$ 127,652	89.33%
Utility Revenue	\$ -	\$ 135,620	0.00%
Fines & Forfeitures	\$ 15,000	\$ 14,655	97.70%
Other Revenues	\$ 284,000	\$ 499,959	176.04%
Interfund Transfers	\$ 2,279,038	\$ 1,574,070	69.07%
Special Revenues & Resources	\$ 1,225,778	\$ 844,866	68.92%

Note:

General Fund Expenditures

Budget: \$ 30,286,635
Expenditures to Date: \$ 16,763,887
Percent of Total Budget Expended: 55%
Percent of Year Completed: 75%



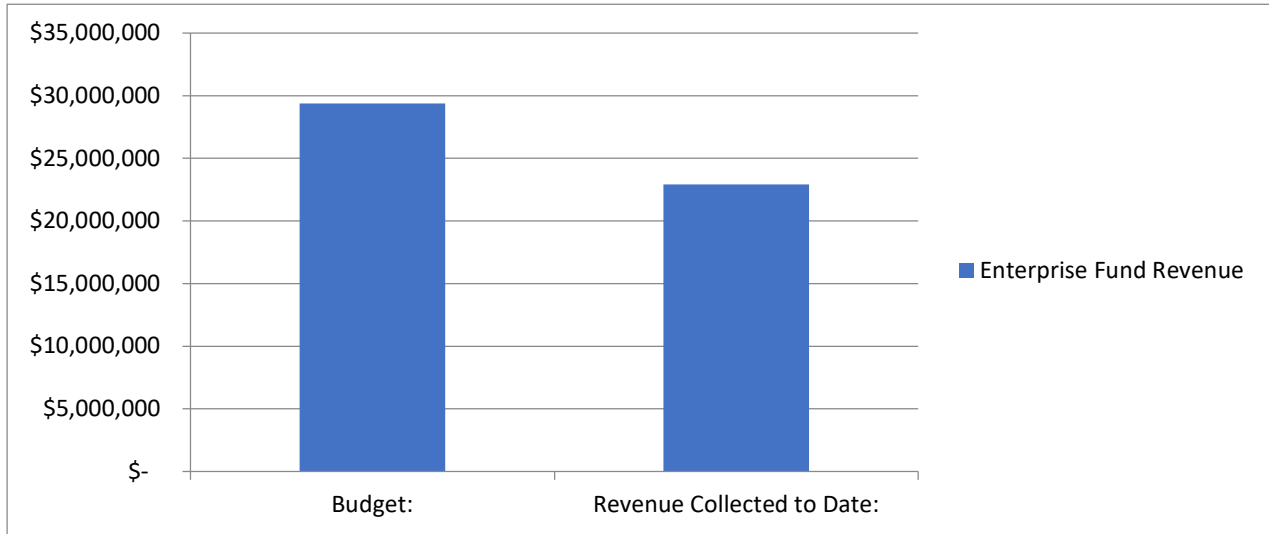
Expense Analysis

				% Yr.
	Budget	To Date	% Expended	Completed
11 General Government	\$ 4,681,354	\$ 3,109,578	66%	75%
18 Community Services	\$ 5,325,332	\$ 2,484,262	47%	75%
19 Department Services	\$ 2,964,911	\$ 2,074,510	70%	75%
21 Public Safety	\$ 6,695,094	\$ 3,227,968	48%	75%
32 Planning & Zoning	\$ 1,415,491	\$ 825,200	58%	75%
33 Building Inspections	\$ 1,723,504	\$ 1,106,211	64%	75%
41 Public Works	\$ 6,836,080	\$ 3,936,158	58%	75%
61 Interfund Transfers	\$ 644,869	\$ 219,610	34%	75%

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 29,373,802
Revenue Collected to Date: \$ 22,920,901
Percent of Total Budget Collected: 78%
Percent of Year Completed: 75%



Revenue Analysis

	Budget	To Date	% Received	% Yr. Completed
51 Water Fund	\$ 17,037,005	\$ 12,849,060	75%	75%
52 Sewer Fund	\$ 8,362,585	\$ 6,866,073	82%	75%
57 Solid Waste Fund	\$ 2,495,762	\$ 2,023,745	81%	75%
59 Storm Drain Fund	\$ 1,478,450	\$ 1,182,024	80%	75%

Fund 51 - Water Fund:

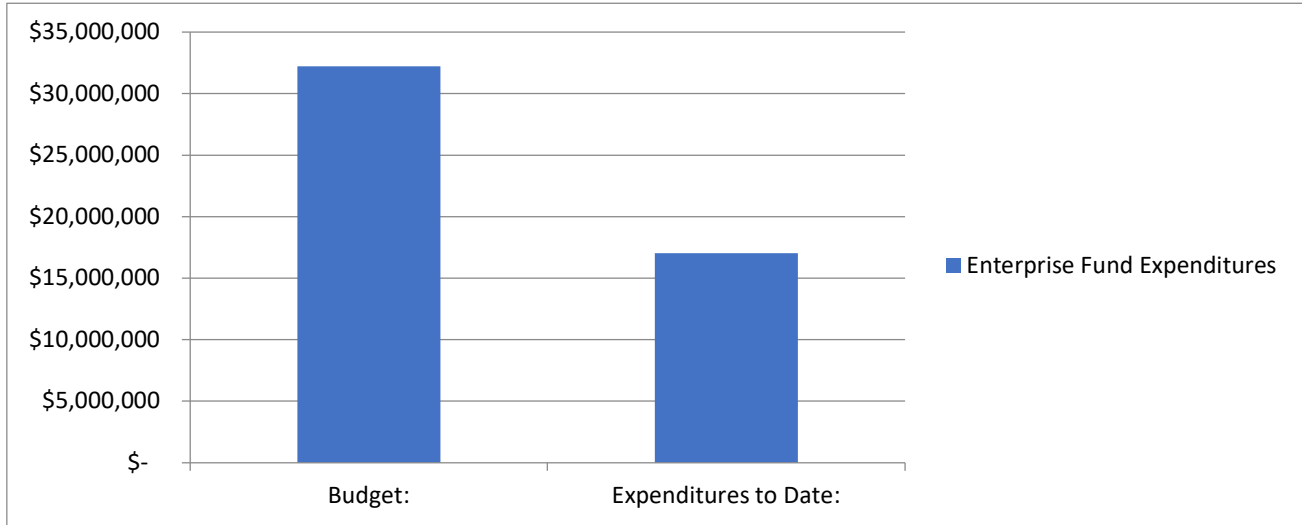
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	32,203,838
Expenditures to Date:	\$	17,013,340
Percent of Total Budget Expended:		53%
Percent of Year Completed:		75%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
51 Water Fund	\$ 18,122,005	\$ 10,502,242	58%	75%
52 Sewer Fund	\$ 10,122,621	\$ 4,285,461	42%	75%
57 Solid Waste Fund	\$ 2,486,762	\$ 1,684,570	68%	75%
59 Storm Drain Fund	\$ 1,472,450	\$ 541,066	37%	75%

Note:

The Water Fund had a \$5.3M payment to Central Utah Water Conservancy District for payment of Development Fees that took place in Ju

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 02/29/2024	Committed Balance	Available Balance	Projected Available Balance by 6/30/2024**
11 - Water Impact Fee Fund	\$22,943,210	\$22,485,575	\$457,635	\$1,399,769
12 - Wastewater Impact Fee Fund	\$2,034,006	\$1,257,301	\$776,705	\$1,521,350
15 - Parks/Trails Impact Fee Fund	\$7,138,993	\$3,971,355	\$3,167,638	\$4,167,923
16- Public Safety Impact Fee Fund	\$126,976	\$10,000	\$116,976	\$130,320
17 -Stormwater Impact Fee Fund	\$2,207,827	\$2,211,564	(\$3,736)	\$150,432
18 -Transportation Impact Fee Fund	\$2,711,756	\$4,579,333	(\$1,867,577)	(\$1,546,055)

****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.



Tentative Upcoming Agenda Items for City Council Information:

May 21, 2024 – City Council:

Galloway – Discussion
Granite Credit Union – Discussion
Facilities Master Plan - Discussion
Firefly NPA 8A 4&5 – Site plat
Revised Lot Mixture Code – Ordinance/PH

June 4, 2024 – City Council:

PH and Adoption of Tentative Budget FY 2024-2025 – Ordinance/PH

June 18, 2024 – City Council:

PH and Adoption of Budget FY 2024-2025 - Ordinance/PH
PH and Final Amendment of FY 2023-2024 Budget - Ordinance/PH
Fraud Risk Assessment – Communication
Consolidated Fee Schedule - Resolution

Other Projects in Progress:

City Website - Update
Consideration of a Demonym
Sewer Rate Study

Please note all items are tentative and are subject to change.