



EAGLE MOUNTAIN CITY COUNCIL MEETING

May 2, 2023, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B PRESENTATION - Standards & Practices
EMMC 12.30 Public Assemblies Redlines

1.C DISCUSSION - Axio #1 Auto Sales and Eagle Plaza/Beto's Concept Plans
Axio #1 Concept Plan
Eagle Plaza Site Plan
Eagle Plaza Elevations

1.D UPDATE - Comcast Infrastructure Concerns

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

your comments to three minutes each.)

8. CITY COUNCIL/MAYOR'S ITEMS

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

CONSENT AGENDA

9. BID AWARDS

9.A Comprehensive Marketing Plan - REDKOR Brands, LLC
 Marketing Plan Agreement - REDKOR Brands

9.B Intersection Improvements Project - Oak Hollow Electric Company
 Intersection Improvements Project - Oak Hollow

10. BOND RELEASES

10.A Sweetwater Industrial Phase A, Plat 2 - Into Warranty
 Bond Release Letter
 Recorded Plat

11. MINUTES

11.A April 18, 2023 Minutes - Regular City Council Meeting
 04.18.2023 City Council Meetings - DRAFT

12. PRELIMINARY PLATS & SITE PLANS

12.A PRELIMINARY PLAT - Lone Tree Phase F, Plat 3
 Lone Tree Civil Plans
 Lone Tree Conservation Easement
 Circle 5 Ranch Preliminary Plat
 Lone Tree Park Completion Plan
 Open Space Worksheet
 Open Space Appraisal

12.B PRELIMINARY PLAT & SITE PLAN - Parkway Fields Phase C
 Vicinity Map
 Preliminary Plat
 Site Plan
 Landscape Plans

SCHEDULED ITEMS

13. RUSH CREEK

- 13.A MOTION/PUBLIC HEARING - Request for the Waiver of the Master Development Approval Requirement for the Rush Creek Subdivision.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The applicant is requesting the City Council waive the requirements found in Eagle Mountain Municipal Code Chapter 16.10, Master Developments.

- 13.B [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Rush Creek.](#)

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance rezones approximately 162 acres from the Agriculture zone to the Light Manufacturing/Distribution zone generally at 5800 North Eagle Mountain Boulevard, comprised of a portion of Utah County Parcel Numbers 59:034:0010 and 59:034:0168.

[ORD--Rush Creek Rezone](#)

[EXHIBIT--Rush Creek Rezone](#)

[Master Development Waiver Request](#)

14. ORDINANCES/PUBLIC HEARINGS

- 14.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as TripleTail.](#)

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance rezones approximately 668 acres to the Regional Technology and Industry Overlay zone in two locations: 1000 West 4000 North, Utah County Parcel Number 59:047:0011, and 500 North Pony Express Parkway, Utah County Parcel Number 59:69:0003 and a portion of Parcel Number 59:030:0003. The Agriculture zone will remain as the base zone.

[ORD--TripleTail Rezone](#)

[EXHIBIT--TripleTail Rezone](#)

[TripleTail Application & Plan](#)

[Economic Development Director Letter of Support](#)

- 14.B [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Third Amendment to the Fiscal Year 2022-2023 Annual Budget.](#)

BACKGROUND: *(Presented by Finance Director Kimberly Ruesch)* State statute requires the City to amend its budget to appropriate funds for increased expenses. The proposed ordinance is the third budget amendment for Fiscal Year 2022-2023 and includes increases in the General, Enterprise, Internal Service and Debt Service Funds.

ORD--FY 2023 Budget Amendment #3
EXHIBIT--Budget Amendment Worksheet

- 14.C ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 7.10 Tree Planting and Care; 16.35 Development Standards for Required Public Facilities; 17.10 Definitions; 17.25 Residential Zones; and 17.60 Landscaping, Buffering, Fencing and Transitioning.

BACKGROUND: *(Presented by Grants Coordinator/Management Analyst Natalie Winterton and Financial Management Analyst Terrence Dela Pena)* The proposed ordinance amends Eagle Mountain Municipal Code to remove the definition of "other plantings." It also amends Title 16 Subdivisions to add additional restrictions as they relate to open space requirements. Lastly, the proposed changes amend Title 17 Zoning to add definitions and update landscape requirements as they relate to new construction.

ORD--EMMC Titles 7, 16, and 17 Regarding Landscaping
EXHIBIT--EMMC Titles 7, 16, and 17 Regarding Landscaping

- 14.D ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving an Amendment to the Future Land Use Map of the General Plan, Rezoning Certain Lands Known as Porter's Crossing Town Center, and Approving the Fourth Amendment to the Porter's Crossing Town Center Master Development Plan.

This item has been removed from the agenda at the applicant's request and will not be discussed at the meeting.

15. ORDINANCES

- 15.A ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapters 13.20 Water and Sewer.

BACKGROUND: *(Presented by Grants Coordinator/Management Analyst Natalie Winterton)* The proposed ordinance amends Eagle Mountain Municipal Code Chapter 13.20 Water and Sewer to update procedures for water billing and discontinuance of service.

ORD--EMMC 13.20 Water and Sewer
EXHIBIT--EMMC 13.20 Water and Sewer

16. RESOLUTIONS

- 16.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2023-2024 and Setting a Public Hearing

for the Final Budget on June 6, 2023.

BACKGROUND: *(Presented by Finance Director Kimberly Ruesch)* The proposed resolution adopts the Eagle Mountain City Tentative Budget for Fiscal Year 2023-2024 and sets a Public Hearing on June 6, 2023 for the Final Budget. The annual budget process begins with the preparation of a tentative budget by the budget officer that is presented to the Council on or before the first meeting in May and sets a public hearing. The tentative budget is merely a starting point. Once the tentative budget is adopted, the Council will review the resources expected to be available during the year under consideration and then prioritize the cost of operations and projects, if needed, to arrive at a final proposed budget to be considered for adoption. The final proposal is then made available to the public prior to the required public hearing. After the public hearing has been completed, the Council may formally adopt the budget. The final budget is anticipated to be adopted on June 20, 2023.

RES--FY 2024 Tentative Budget

17. CITY COUNCIL/MAYOR'S BUSINESS

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

18. LEGISLATIVE PRIORITIES LIST

19. CITY COUNCIL BOARD LIAISON REPORTS

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

20. COMMUNICATION ITEMS

20.A Financial Report

[March FY 2023 Executive Summary](#)

20.B Upcoming Agenda Items

[Upcoming Agenda Items](#)

21. 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 27th day of April, 2023, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	PRESENTATION - Standards & Practices		
ITEM TYPE:	Presentation		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tyler Maffitt, Admin

PRESENTED BY:

Tyler Maffitt

RECOMMENDATION:

Staff requests that City Council provide feedback on the code amendment proposal.

BACKGROUND:

Eagle Mountain City will continue to host and attract major community events. On occasion, these events host vendors selling products that may not align with certain community values. In addition, as the community grows, the likelihood of organized free speech activities will increase. The City will need a set of standards to host free speech activities, community events, rent public meeting space, regulate limited public forums and enforce against certain products and services that are deemed out of alignment with community values. Proposed amendments to section 12.30 of Eagle Mountain City Code seek to do exactly that.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Chapter 12.30

PUBLIC ASSEMBLIES

12.30.010 Intent.

The City Council of Eagle Mountain City finds that it is in the public interest to regulate the outdoor assemblage of numbers of people, in excess of those normally using the health, sanitary, fire, police, transportation and utility services regularly provided in the City in order that the health, safety, and welfare of all persons in the City, residents and visitors alike, may be protected from unprotected conduct and conditions which create disturbances, become nuisances, menace life, limb, and property, disrupt traffic, and create or threaten tangible public or private mischief. It is the intent of the City Council to accommodate public assemblies and other free speech activities subject to reasonable time, place, and manner restrictions, consistent with the provisions of the Constitutions of the United States and the State of Utah, in order to preserve the privacy of individual residences, and to protect the health, safety and welfare of all persons within the City, residents and visitors alike. It is not the intent of the City Council to regulate the content of protected speech in any way, and this Ordinance should not be interpreted, nor construed as a prior restraint on protected speech or rights of assembly.

12.30.020 Definitions.

As used in this chapter:

“Advance planned free speech activity” means a free speech activity that can be reasonably scheduled in advance of its occurrence.

“Assembly” means a company of persons gathered together at any location at any single time for any purpose.

“Commercial solicitation” means any activity conducted for the purpose of advertising, promoting, fund-raising, buying, or selling any product or service, encouraging membership in any group, association, or organization, or the marketing of any product or service for sale or hire by distributing handbills, leaflets, circulars, advertising or dispersing printed materials for commercial purposes. “Commercial solicitation” does not include: a free speech activity; filming or photographic activities; solicitation by the state or federal government; solicitation related to the business of Eagle Mountain City; solicitation related to the procurement responsibilities of Eagle Mountain City; solicitation allowed as a matter of right under applicable federal or state law; or solicitation made pursuant to a contract or lease with Eagle Mountain City.

“Demonstration” means the assembly of a group of individuals that join together to express a point of view openly.

“Eagle Mountain City property” has the same meaning as “City property.”

“Freedom of assembly” means the exercise of freedom of assembly as protected by the constitutions of the State of Utah and the United States.

“Free speech” means the exercise of free speech as protected by the constitutions of the State of Utah and the United States.

“Free speech activity” means the exercise of the rights of free speech and/or freedom of assembly.

“Leafleting” means the unsolicited distribution of, buttons, handbills, pamphlets, flyers, or any other written or similar materials to pedestrians or passers by.

“Person” or “Individual” means any individual natural human being, partnership, corporation, firm, company, association, society or group.

“Public areas” means the hallways, foyers, amenities and spaces open to the public and under the ownership of Eagle Mountain City.

“Restriction” means a refusal to grant or allow an assembly or vendor, product, reservation or event a license without regulations on its time, place or manner due to noncompliance with relevant City Ordinance or these Standards and Practices Policies and Procedures.

“Revocation” means a refusal to grant or allow an assembly or vendor, product, reservation or event a continuation of license resulting from the determination of noncompliance with relevant City Ordinance or these Standards and Practices Policies and Procedures.

“Short notice free speech activity” means a free speech activity occasioned by news or affairs coming into public knowledge less than forty-eight (48) hours prior to such event.

~~12.30.010~~ 12.30.030 Licensing and registering of certain public assemblies.

A. The license and fees ~~or registration~~ required by this chapter shall not apply to any regularly established, permanent, enclosed place or structure such as a residence or to a residential lot occupied by the sponsor of the assembly, or to a stadium, athletic field, sports arena, public auditorium or coliseum, or other similar enclosed, permanently established place of assembly approved and licensed by the City as a place of public assembly approved by Eagle Mountain City. The license and fees ~~or registration~~ required by this chapter shall not apply to any ~~non-commercial~~ gatherings of persons ~~on a cul-de-sac or within 150 feet and on the same street. related by blood, marriage or common ancestry, including but not limited to family reunions, weddings, funerals; or to gatherings of residents of a subdivision or neighborhood or any part of or combination of a subdivision(s) or neighborhood(s), including but not limited to homeowners' associations or neighborhood watch groups; or to any assembly conducted for the express purpose of political speech or other political activity, including but not limited to candidate debates or campaign rallies.~~ This exclusion does not apply to structures which are operating under a temporary use permit. It is not permitted for assemblies to exceed by more than 10 people the maximum seating capacity of any other structure where an assembly is held. “Festival seating” and/or “standing room only admission” is not permitted at any event held in such other structures.

B. ~~A.~~ This chapter shall not apply to ~~government sponsored events or any event that could be construed as a forum for government speech. It shall not apply to government, school, or~~

~~religious-sponsored~~ events held on regularly maintained and managed church properties including but not limited to sports fields, farms, ~~or buildings grounds or parking lots, municipal fairgrounds, or~~ Furthermore, it shall not apply to government speech at civic events, arts events, sports leagues, festivals, public hearings or other governmental activities sponsored or cosponsored by Eagle Mountain City on public or private property. The Eagle Mountain City Council may choose to designate the City of Eagle Mountain as a cosponsor of any event if in its judgment the benefit to the community offered by the event is substantial and the risk of disruption is relatively minimal. This chapter shall not apply to the normal day-to-day operation of permanently established parks under ownership and control of the City.

~~C B.~~ No person engaged in a business enterprise and not heretofore exempted shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage or sell or give tickets to attend an outdoor assembly reasonably anticipated to consist of 30 or more persons, whether on public or private property, unless a license to hold the assembly has been issued by Eagle Mountain City.

~~C.~~ As used in this chapter:

- ~~1. "Assembly" means a company of persons gathered together at any location at any single time for any purpose.~~
- ~~2. "Person" means any individual natural human being, partnership, corporation, firm, company, association, society or group.~~

D. A separate license shall be required for each location in which 30 or more people assemble or can reasonably be anticipated to assemble. The non-refundable administrative fees for each license shall be as follows:

1. Ten dollars for each day of an assembly over 30 people to defray the costs associated with processing and reviewing the application.
2. In order to promote, protect and assure the safety and convenience of the people in their use of public streets and places, the Utah County sheriff's office (UCSO) shall coordinate the use of professional peace officers if the assembly requires traffic control or police protection (public safety), and an additional fee shall be charged by the City for the benefit of the UCSO to cover the actual costs incurred. The UCSO shall specify the costs that shall constitute the public safety security component of the license fee required upon approval of the license application of the UCSO, based upon the number of officers and amount of support equipment required by such factors as the date and time of the event; the route location and length; the anticipated traffic and weather conditions; the estimated number of participants and spectators; the composition, format, and configuration of the event; and the estimated time for the event. In no circumstances shall any law enforcement fee or law enforcement requirement hereunder be based upon the content of the speech at the assembly. The fee charged for traffic control and/or police protection (public safety) shall be paid prior to the issuance of the license.

3. Additional fees may be charged by the Utah County Health Department or other county agencies for special services, equipment, or facilities provided by these agencies. Such additional fees shall be specified at the time the license application is approved by the City Council.

E. The following commercial solicitation activities are prohibited on Eagle Mountain City property: Door-to-door commercial solicitation of items, services, or donations; commercial solicitation to persons in vehicles or leaving any commercial solicitation materials on vehicles in Eagle Mountain City parking lots; any sale of food or beverage products except by an entity under contract with Eagle Mountain City and; any sale of other products except as allowed under a contract with Eagle Mountain City, or as an integral part of governmental business on Eagle Mountain City property.

~~12.30.020~~ 12.30.040 Conditions for issuing a license.

In the application for a license, each applicant shall disclose the maximum number of people which will be assembled or admitted to the location of the assembly. The maximum number shall not exceed the maximum number that can reasonably assemble at the location of the assembly in consideration of the nature of the assembly. All outdoor public assemblies under this chapter shall be discontinued no later than 12:00 a.m. on the day following a the licensed assembly that occurs on a Friday or Saturday and no later than 10:00 p.m. on any other day and the security deposit furnished by the applicant shall guarantee the timely closure of the property licensed for the assembly in compliance with the terms of this chapter.

Before a license is issued, the applicant shall provide proof satisfactory to the City Council Mayor, or his/her designee, that it will furnish at its own expense prior to the commencement of the assembly, and as a condition of issuance of the license, the following:

A. A crowd control fence enclosing the proposed location with appropriate fencing and access gates, if required by the Utah County Sheriff's office, to prevent trespass to adjoining properties.

B. Potable water, meeting all Federal and State public drinking water requirements sufficient to provide water for the maximum number of people assembled at the rate required by Utah State Law;

C. Separate enclosed toilets for males and females, meeting all State and local specifications, conveniently located throughout the grounds, sufficient to provide facilities for the maximum number of people to be assembled at the rate required by Utah State Law. All portable toilets shall be serviced and pumped out within 48 hours of conclusion or closing of the public assembly;

D. A sanitary method of disposing of solid waste, in compliance with State and local laws and regulations, sufficient to dispose of the solid waste production of the maximum number of people assembled at the rate of at least 2.5 lbs. of solid waste per person per day, together with a plan for holding, collecting and removing all such waste at least once each day of the assembly and sufficient trash cans with tight fitting lids and personnel to perform the task. The applicant shall ensure that all trash and garbage associated with the assembly, to include trash and garbage

that has been placed on property not owned by the applicant, is cleaned up within 24 hours of the termination of the assembly;

E. The fire chief may modify the number of EMT personnel required by this paragraph based on the activities proposed at the assembly described in the license application. At events where attendance is expected to exceed 250 persons, a minimum of two Physicians or Emergency Medical Technicians (E.M.T.s) licensed to practice in the State of Utah sufficient to provide emergency medical care for the maximum number of people to be assembled at the rate of at least one additional physician or E.M.T. for every 1,500 people, together with an enclosed covered structure where treatment may be rendered, and at least one emergency ambulance available for use at all times.

F. Personnel situated at each entrance to the assembly grounds to restrict alcoholic beverages (including beer) to persons of legal age, and to restrict the use of glass ~~or metal~~ containers.

G. If the assembly is to continue during hours of darkness, illumination sufficient to light the entire area of the assembly at the rate of a least five foot candles, but not to illuminate the sky or beyond the boundaries of the enclosed location of the assembly;

H. A free improved parking area inside of the assembly ground sufficient to provide parking space and the necessary access routes to each parking space, for the maximum number of people. Provided, however, the requirement for free parking may be waived by the City if a plan is approved by the city administrator and designated county sheriff's deputy showing that vehicles will not interfere with normal traffic flows will be kept off the public streets and that allowing paid parking will be injurious to the public health, safety, and general welfare. Due to the traffic hazards it causes, in no case shall on street parking during public assemblies of over 250 persons be allowed.

I. Adequate security personnel for purposes of crowd and traffic control for events with anticipated attendance of over 250 persons. Security personnel shall be attired in distinctive dress or security uniforms that clearly differentiate security personnel from the crowd (assembly) and are not permitted to carry weapons. Security guards must be either trained staff, duly sworn off-duty police officers (out of uniform) of the ~~S~~state of Utah or private guards licensed in the ~~S~~state of Utah. The UCSO may require the use of an adequate number of professional peace officers for traffic control and police protection (public safety), such officers to be provided by the UCSO. Security personnel and the UCSO may interrupt any assembly activity at any time in the discretion of sheriff's personnel, in the event of a life threatening emergency;

J. Parking personnel sufficient to handle all vehicular traffic generated by the assembly as determined by the City, but in no event less than one parking attendant for every 150 vehicles;

K. Fire protection, including alarms, extinguishing devices and fire lanes and escapes, sufficient to meet all Federal, State and local standards for the location of the assembly and sufficient emergency personnel to efficiently operate the required equipment;

L. For events held on public property, a refundable cash deposit or equivalent bond with the Recorder of Eagle Mountain City to cover any cost incurred in cleaning up any waste material

produced or left by the assembly based on the maximum number of anticipated attendees as follows:

30 - 75 = \$300;
75 - 200 = \$500;
200 - 500 = \$1,500;
500 - 2000 = \$3,000;
2000 + = \$10,000.

M. At events with paid admission, a single limit broad form liability insurance policy acceptable to the City with minimum policy limits of \$1,000,000 for events with an anticipated assembly of 100 to 5,000, \$2,000,000 for events with an anticipated assembly of at least 5,001 to 10,000 and \$5,000,000 for events with an anticipated assembly of 10,001 or more. The policy must be from an A+ 12 rated or better insurance company which specifically names Eagle Mountain City, its officers, agents, servants, and employees as insured parties. Eagle Mountain City reserves the right to require additional insurance coverage based on the nature and location of the assembly, the number of people to be assembled, and other relevant factors. The applicant must also obtain an employer's liability compensation insurance policy with a minimum policy limit of \$1,000,000.00 and workman's compensation insurance. The insurance policies shall be noncancellable 10 days prior to the assembly and must contain a provision that if cancelled before said 10-day period, the insurance company must immediately notify in writing by registered mail the Eagle Mountain City Recorder of such cancellation. If an insurance policy is cancelled, the applicant shall immediately cancel the assembly or obtain like insurance acceptable to the City not less than 10 days prior to the assembly;

N. In consideration for the issuing of a license and the use of public streets or property, the applicant agrees to indemnify, save harmless, and defend Eagle Mountain City, its officers and employees, against any claim for loss, damage or expense sustained by any person on account of injury, death or property damage, occurring by reason of or arising out of the assembly;

O. If the assembly uses a public address system or sound amplification equipment in the amplification of live or recorded music, the noise levels shall not disturb the peace and quiet of residents or occupants of commercial businesses or exceed the limits established by the City in applicable ordinances, regulations or other statutes;

P. All assemblies shall conclude prior to ~~10:00 p.m. on nights that precede days on which elementary and secondary schools are in session and~~ 12:00 a.m. **on the day following a licensed assembly that occurs on a Friday or Saturday and no later than 10:00 p.m.** on all other nights in order to protect the security and peaceful environment of City citizens during the nighttime. All patrons shall have left the premises of the event no later than one hour following the conclusion of the assembly. Exceptions to the hours of operation limitations may be granted on a case-by-case basis where exceptional circumstances exist, such as campouts and other overnight activities;

Q. Back-to-back assemblies on subsequent days at the same locations, where over 200 people are in attendance at each assembly, may be unreasonably inconvenient and cost prohibitive to the

public as a result of traffic congestion, exhaustion of City law enforcement resources, trash concerns, and the right of residents to a peaceful environment. As such, back-to-back events shall be approved in special circumstances where the applicant can demonstrate to the City Council that such assemblies will not be injurious to the health, safety, and general welfare of residents of the area. This provision shall not be construed, nor is it the intent of the City Council, to be a prior restraint on speech, but a reasonable time, place, and manner regulation;

R. Where parking is designated in an unpaved area, the applicant shall water down the area to prevent airborne particulate matter and mitigate dust;

S. The ~~City Council~~ Mayor, or his/her designee, may impose other conditions, in addition to those specified herein, as may be reasonable to protect the public interest by ensuring traffic management, security of property and the health and safety of the public. Such conditions may include, but are not limited to, restrictions on the times of assemblies due to other previously approved events that could cause scheduling conflicts during the same period and thus create an over extension of the City's resources, traffic mitigation/management provisions, additional sanitary requirements, and/or noise restrictions. Such conditions shall directly relate to mitigating the negative impacts of such assemblies and shall not be construed to regulate speech, nor to prevent lawful freedom of speech or lawful assembly.

~~12.30.030~~ 12.30.050 Application for license.

For large public assemblies over 100, applications shall be filed at least 30 days in advance of such assembly. For large public assemblies under 100, applications shall be filed at least 15 days in advance of such assembly. These time limits are required in order to allow sufficient time to process the applications.

For large public assemblies which occur as a regularly established on going event series within the City (i.e., entertainment series which have multiple concerts or performances throughout the year), a comprehensive operational plan and schedule of performances shall be required 90 days in advance of the initial yearly performance. This requirement shall not serve in lieu of individual large public assembly licenses, which shall be required for each assembly; rather it is to be construed as an additional requirement thereto.

The application shall contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and shall be signed and sworn to or affirmed by the individual making application in the case of a corporation, by all partners in case of a partnership or by all officers of an unincorporated association, society or group or, if there are no officers, by all members of such association, society or group. Applications shall be made available from the city recorder's office.

The application shall contain all the following information and disclose:

A. The name, age, residence and mailing address of all persons required to Sign the application as set forth herein and, in the case of a corporation, a certified copy of the Articles of

Incorporation together with the name, age, residence and mailing address of each person holding 10% or more of the stock of said corporation;

B. The address and legal description of all property upon which the assembly is to be held together with the name, residence, and mailing address of the record owner(s) of all such property, together with a plan in form acceptable to the City Development Department showing the boundaries of the site and the location of all relevant health and sanitation facilities;

C. Proof of ownership of all property upon which the assembly is to be held or a statement made upon oath or affirmation by the record owner(s) of all such property that the applicant has permission to use such property for an assembly;

D. The nature or purpose of the assembly;

E. The total number of days and/or hours during which the assembly is proposed;

F. The maximum number of persons which the applicant shall permit to assemble at any time, not to exceed the maximum number which can reasonably assemble at the location of the assembly, in consideration of the nature of the assembly,

G. The maximum number of tickets to be sold, if any;

H. The plans of the applicant to limit the maximum number of people permitted to assemble;

I. The plans for fencing the location of the assembly and the gates contained in such fence or other method of restricting entrance to the assembly;

J. The plans for holding, collecting, and disposing of solid waste material;

K. The plans for providing toilet and lavatory facilities including the source, number, location and type, and the means of disposing of waste deposited;

L. When required, the plans for traffic control, mitigation, and management;

M. When required, the plans to provide for medical facilities including the location and construction of a medical structure, the names and addresses and hour of availability of physicians, nurses, and emergency medical technicians, and provisions for emergency ambulance service;

N. The plans, if any, to illuminate the location of the assembly including the source and amount of power and the location of lamps;

O. The plans for parking vehicles including size and location of lots, points of highway access and interior roads including routes between highway access and interior roads and the routes between highway access and parking lots, and the number of parking personnel, their deployment, and their names, addresses, credentials and hours of availability, or names, and addresses and credentials of any established company providing such service;

- P. If special permission is requested for multi-day activities, the plans for camping facilities, if any, including facilities available and their location;
- Q. When required, the plans for security including the number of guards, their deployment, and their names, addresses, credentials and hours of availability; or names, addresses, and credentials of a bona fide security company providing such security;
- R. When required, the plans for fire protection including the number, type, and location all protective devices including alarms and extinguishers, and the number of emergency fire personnel available to operate the equipment;
- S. The plans for food concessions and concessionaires who will be allowed to operate on the grounds including the names and addresses of all concessionaires and their license or permit numbers;
- T. A signed statement from the Zoning Enforcement Officer of the City that the plans of the applicant meet all applicable zoning laws;
- U. A signed statement from the Director of the Utah County Health Department that the plans of the applicant meet all State and local health requirements;
- V. A copy of the insurance policy to be used as required by EMMC ~~12.20.020(M)~~ 12.30.040(M) hereof;
- W. A signed statement from the County Sheriff that the assembly will not substantially interrupt the flow of traffic or require the excessive diversion of police from other duties;
- X. A signed waiver acknowledging receipt, understanding, assumption of risk, and good faith compliance with Eagle Mountain City's Standards and Practices and indemnifying Eagle Mountain City if any financial loss results following a determination of noncompliance.
- ~~X.~~ Y. The plans for satisfying any other condition of license approval imposed by the ~~City Council~~ Mayor, or his/her designee.
- Z. The application shall include the cash deposit or bond required in EMMC ~~12.30.020(L)~~ 12.30.040(L) herein; the deposit and the required license fee shall be paid in cash, certified check or money order.

12.30.060 Registered free speech activities regulations.

The purpose of this section is to promote and encourage free speech on Eagle Mountain City property. Preserve the right of every person to exercise free speech and freedom of assembly as protected by the constitutions of the state of Utah and the United States, within the boundaries of Eagle Mountain City subject to lawful time, place, and manner rules necessary to protect the public health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and to minimize disruption to governmental business; facilitate public assembly and communication between people on Eagle Mountain City property and employees and elected representatives of the City; designate areas on Eagle Mountain City property for free speech activities that are necessary to protect the public

health, safety and welfare, including safety and security considerations, the rights of others to exercise free speech and freedom of assembly, and to minimize disruption to governmental business; and establish guidelines to promote and encourage free speech activities and public assembly on Eagle Mountain City property.

Unless specifically regulated by this chapter as to time, place, or manner, all free speech and freedom of assembly may occur in all public areas in any lawful form or manner as guaranteed by the constitutions of the State of Utah and the United States.

Except as otherwise provided under this chapter and Eagle Mountain Municipal Code, each free speech activity shall be subject to the following, which provides general regulations on the use of Eagle Mountain City property, including regulations on noise levels, disruption of meetings, and access to buildings, halls, stairways, restrooms, and other amenities.

A. In the case of a conflict between this section and conflicting Eagle Mountain Municipal Code, this section shall control.

B. Free speech activities held outdoors within the boundaries of Eagle Mountain City property shall conclude no later than 12:00 a.m. on the day following a free speech activity that occurs on a Friday or Saturday and no later than 10:00 p.m. on all other nights.

C. Free speech activities held indoors on Eagle Mountain City property may take place: during regular business hours; and during City Council sessions, and commission, committee and agency meetings, until such meetings are adjourned and under the rules of decorum for those bodies.

D. In order to accommodate as many groups as may make requests to conduct advance planned free speech activities on a given day, a free speech activity in a specified public area may be limited to two hours when necessary to accommodate another pre-scheduled group in the same public free speech area. The time of a free speech activity in a specified public area may be shortened to two hours in duration if necessary to accommodate another group in the same public area that has qualified for a short notice free speech activity.

E. Health, safety, and welfare restricted areas that may not be reserved for a free speech activity are: the vehicular traveled portions of roads, roadways or parking lots; areas directly in front of or adjacent to parking garage entrances or exits, paths of egress, or access to stairs and emergency egress hallways; areas under construction which are hazardous to non-construction workers; and those specific portions of Eagle Mountain City property that contain storage, utilities, personal workspace, or technology servicing Eagle Mountain City Hall or other areas, which either must be available for prompt repair, are not open for public use, or represent a danger to members of the public.

F. With the exception of leafleting activities, which are provided for in EMMC 12.30.140, all advance planned free speech activities shall comply with the registration requirements of this

chapter which shall be administered by the Mayor, or his/her designee. Short notice free speech activities shall be registered in accordance with this chapter when feasible.

G. Consistent with the protections of the Utah and United States constitutions, and in order to preserve the free speech rights of others, outbursts or similar actions which disrupt or are likely to disrupt any government meeting or proceeding are prohibited.

12.30.070 Registering certain free speech activities.

A. For large advance plan free speech activities with over 100 individuals, registration shall occur at least 30 days in advance of such activity. For adfree speech activities with fewer than 100 individuals, registration shall occur at least 15 days in advance of such assembly. These time limits are required in order to allow sufficient time to process the registration. Free speech activities may be registered upon shorter notice when it is possible for staff to process the registration and still fulfill the intent of this chapter.

B. Anyone registering a free speech activity shall sign a statement made upon oath or affirmation that any statements provided are true and correct to the best knowledge of the registrant and shall be signed and sworn to or affirmed by the individual registering the free speech activity in the case of a corporation, by all partners in case of a partnership, or by all officers of an unincorporated association, society or group or, if there are no officers, by all members of such association, society or group. Forms for registering free speech activities shall be made available from the city recorder's office.

C. The Mayor or his/her designee may require the registrant to provide any of the information required for an application for a licensed public assembly under EMMC 12.30.050 if necessary to fulfill the intent of this chapter.

D. The Mayor or his/her designee may require the registrant to comply requirements applicable to a licensed public assembly under EMMC 12.30.040 if necessary to fulfill the intent of this chapter.

12.30.080 Unregistered free speech activity regulations.

In addition to the regulations governing EMMC 12.30.060, the following shall apply to unregistered free speech activities:

A. Registered free speech activities shall be given preference over unregistered free speech activities.

B. Unregistered free speech activities shall not interfere with registered free speech activities nor with the use of public grounds by the general public.

C. When organizers or participants hold an unregistered free speech activity on public grounds which are already in use by a registered free speech activity, or the unregistered free speech activity interferes with or excludes the use of that location by the general public, the Mayor or his/her designee may, to preserve public order, safety and health, designate an alternative location for the unregistered free speech activity and direct participants to that location.

D. Within a reasonable time after the conclusion of the unregistered free speech activity, the City shall mail or deliver to the organizer of the activity an invoice for the cost of City services used for the event. Organizers of unregistered free speech activity shall be billed at the same rate that the organizer of a registered free speech activity would be billed for the following:

1. The ad hoc or improvised City support services used to keep the peace, protect public safety and property directly caused by the organizer and participants of the unregistered free speech activity.
2. The City's cost of cleaning the unregistered free speech activity area of litter and debris and restoring any City property damaged in connection with the unregistered free speech activity, if not adequately performed by the organizer.
3. The organizer of the unregistered free speech activity shall not be billed for the cost of support services directly caused by a hostile reaction from observers or counterdemonstrators.
4. The City shall also be entitled to recover from the organizer of an unregistered free speech activity any costs incurred by the City that are attributable to the unlawful conduct of the event organizer.

E. The organizer of unregistered free speech activity shall make payment for the full amount invoiced within 30 days of the date the invoice was mailed.

F. The organizer of unregistered free speech activity may appeal the amount or process of cost recovery following the procedures outlined in EMMC 12.30.150.

12.30.090 Standards and practices.

The following shall be prohibited at all assemblies and events, including but not limited to public assemblies and free speech activities licensed or registered pursuant to this chapter, hosted on Eagle Mountain City property, City-sponsored events on public or private property, and during the rental of public meeting space on Eagle Mountain City property and shall be deemed a nuisance and considered grounds for removal from the property and revocation of event licensing if event organizers, vendors, individuals attending events, or products are determined to be non-compliant with the following violations:

- A. Speech, material, content, businesses, products, or expression that constitutes obscenity as interpreted by the United States Supreme Court or the Supreme Court of the State of Utah.
- B. Speech, material, content, businesses, products, or expression that constitutes child pornography as defined in 18 U.S.C. § 2256 or Utah Code Section 76-5b-103, as amended.
- C. Speech, material, content, businesses, products, or expression that can be seen by anyone under the age of 18 and constitutes materials that are "harmful to minors" as defined in Utah Code Section 76-10-1201, as amended.

Additionally, the following shall be prohibited at all assemblies and events, including but not limited to public assemblies and free speech activities licensed or registered pursuant to this

chapter, hosted on Eagle Mountain City property that is not a traditional or designated public forum, City-sponsored events on public or private property, and during the rental of public meeting space on Eagle Mountain City property and shall be deemed a nuisance and considered grounds for removal from the property and revocation of event licensing if event organizers, vendors, individuals attending events, or products are determined to be non-compliant with the following violations:

D. Speech, material, content, businesses, products or expression portraying violence, threats of violence, criminality, mutilation, gore, or graphic representations of conflict.

E. Speech, material, content, businesses, products or expression portraying or alluding to the illicit use of controlled substances.

F. Speech, material, content, businesses, products or expression portraying allegations of wrongdoing or shortcomings of character against individuals, businesses, governments, political parties, elected representatives or others and that constitutes defamation, libel, or slander or lacks serious literary, artistic, political or scientific value.

G. Speech, material, content, businesses, products or expression portraying or alluding to words commonly referred to as cursing or swearing in any language, and their variations, and including censored implications, nicknames for genitalia or human excretions, nicknames for sex workers, and nicknames for sex acts. Event organizers may refer to document titled “Standards and Practices” available in the Eagle Mountain City Recorder’s office for a more comprehensive list.

H. Speech, material, content, businesses, products, or expression promoting illegal discrimination, alluding to the promotion of illegal discrimination, or symbolizing discrimination on the basis of race, religion, age, gender, gender identity, national origin, sexual orientation, or disability.

Additionally, the following shall be prohibited at commercial assemblies and events, including but not limited to public assemblies and free speech activities licensed or registered pursuant to this chapter, hosted on Eagle Mountain City property, City-sponsored events on public or private property, and during the rental of public meeting space on Eagle Mountain City property and shall be deemed a nuisance and considered grounds for removal from the property and revocation of event licensing if event organizers, vendors, individuals attending events, or products are determined to be non-compliant with the following violations:

I. Commercial speech, material, content, businesses, products, or expression, as defined by the United States Supreme Court or the Supreme Court of the State of Utah that concerns unlawful activity or is misleading.

~~12.30.040~~ 12.30.100 ~~Soft~~ Glass containers ~~required~~ prohibited for licensed assemblies and registered free speech activities.

All beverages, including soft drinks, water, coffee and tea, must be dispensed in plastic, styrofoam, ~~aluminum~~, or paper containers. No ~~glass~~ bottles or ~~metal cans~~ will be permitted at the public assembly or free speech activity.

~~12.30.050~~ **12.30.110 License** Issuance.

- A. All requirements of this chapter must be complied with prior to issuance of the license.
- B. For large public assemblies under 5,000, within 30 days after receipt of a completed license application submitted to the City Recorder, ~~the City Council~~ **the Mayor, or his/her designee**, may either (1) issue the license as applied for, or (2) provide the applicant with the reason(s) for denial. The applicant shall have the right to request reconsideration of any denial within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the ~~City Council~~ **Administrative Law Judge** prior to any final decision on said reconsideration request.
- C. For large public assemblies over 5,000, within 45 days of receipt of a completed license application form submitted to the City Recorder, ~~the City Council~~ **the Mayor, or his/her designee**, shall either (1) issue the license as applied for, or (2) provide the applicant with the reason(s) for denial. The applicant shall have the right to request reconsideration of any denial within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the ~~City Council~~ **Administrative Law Judge** prior to any final decision on a reconsideration request.
- D. The City reserves the right to deny ~~permit~~ **license** applications for proposed assemblies which pose a significant danger or threat to the public health, welfare, or safety, **are deemed in noncompliance with Standards and Practices in EMMC 12.30.090**, or which may result in unreasonable inconvenience or cost to the public. Failure to comply with the requirements of this chapter and the conditions necessary for issuing a license constitute grounds for revocation of the license, restrictions on the license, termination of the assembly, and denial or restrictions of a license in the future.
- E. Any applicant aggrieved by a decision of the **Administrative Law Judge denying a License shall have the right to request reconsideration of any denial within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the City Council.**
- ~~F. or designated agent of the City~~ **Any applicant aggrieved by a decision of the City Council** denying a License may seek judicial review of such decision pursuant to Rule 65(b), Utah Rules of Civil Procedure, or any other applicable ordinance, statute or rule providing for such review.

~~12.30.060~~ **12.30.120 Revocation and restriction.**

- A. The license may be revoked **or restricted** at any time by a designated agent of the City if any of the conditions in the license are not complied with on a continuous basis during the event.
- B. Except for revocation during the event, before revocation of a license, the applicant shall be entitled to notice and an opportunity to be heard before the ~~City Council~~ **Administrative Law Judge**.
- C. **Any applicant aggrieved by a decision of the Administrative Law Judge upholding the revocation of a License shall have the right to request reconsideration of that decision within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the City Council.**

~~€.~~ **D.** Any applicant aggrieved by the decision of the City Council to revoke a license may seek judicial review of such decision pursuant to Rule 65(b), Utah Rules of Civil Procedure, or any other applicable ordinance, statute or rule providing for such review.

~~12.30.070~~ **12.30.130** Enforcement.

A. Where an applicant has a history of complaints of noncompliance with large public assemblies license conditions, the City Council may, but is not required to, hire an independent monitor, at the expense of the applicant, to ensure that license requirements are met during the public assembly.

B. The provisions of this chapter may be enforced by injunction, restraining order or the legal process in any Court of competent jurisdiction.

C. The holding of any assembly in violation of any provisions or condition contained in this chapter shall be deemed a public nuisance and may be abated as such.

D. Any person who violates any provision of this chapter is guilty of a Class "B" misdemeanor. Each day of violation and each violation shall be considered a separate offense.

12.30.140 Leafleting.

Notwithstanding any other provision of this chapter, there is no registration requirement for free speech leafleting.

A. In order to protect the public, health, safety, and welfare and allow for public accessibility to and the conduct of state business, free speech activity leafleting is allowed in the public areas of Eagle Mountain City property, without interference from the Utah County Sheriff's Office, provided that it is done in a nonaggressive manner and does not impede the flow of pedestrian traffic along sidewalks and through doorways.

B. Eagle Mountain City is allowed to enforce any and all applicable statutes and ordinances regarding blocking public sidewalks, blocking hallways, disorderly conduct, blocking entrances to public buildings, garage entries, assault, battery and the like, consistent with the requirements of the constitutions of the State of Utah and the United States.

C. Leafleting is not allowed by placing leaflets on vehicles in the designated parking areas of Eagle Mountain City property.

12.30.150 Appeals.

A. Any applicant or registrant aggrieved by a decision made by the City pursuant to this chapter and for which no other appeals process is provided shall comply with the following process.

B. Not later than 10 calendar days after the date of occurrence of the City's action complained of, an individual shall file an appeal form available at the Eagle Mountain City Recorder's Office with the Eagle Mountain City Recorder or his/her designee;

C. The written complaint shall contain: the names of the individual or individuals filing the appeal; a description of the nature of the claims made under the appeal; a description of the

dates, facts, and circumstances associated with each claim made in the appeal; a specific description of the relief sought by the complainant; a telephone number and address whereby the individual or individuals filing the appeal may be contacted; and the signatures of the individual or individuals filing the appeal.

D. After receipt of a written complaint, the Mayor or his/her designee shall refer the matter to the Administrative Law Judge for determination.

E. Any applicant aggrieved by a decision of the Administrative Law Judge, shall have the right to request reconsideration of that decision within 10 days of such denial and shall be accorded notice and an opportunity to be heard before the City Council.

F. Any applicant aggrieved by the decision of the City Council may seek judicial review of such decision pursuant to Rule 65(b), Utah Rules of Civil Procedure, or any other applicable ordinance, statute or rule providing for such review.

12.30.160 Severability.

All sections and provisions of this chapter have an independent existence, and should any section or provision be declared invalid or unconstitutional by a Court of competent jurisdiction, it is the intent of the City Council that any section or provision so declared shall be severable from and shall not affect the validity of the remainder of the chapter.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	DISCUSSION - Axio #1 Auto Sales and Eagle Plaza/Beto's Concept Plans		
ITEM TYPE:	Concept Plan		
FISCAL IMPACT:	None		
APPLICANT:	Joel Dyer (Axio #1) and Anton Bercich (Eagle Plaza)		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE Commercial Community	ACREAGE Lot 1 (Axio) 1.34 acres and Eagle Plaza (Lot 2) 1.21 acres	COMMUNITY Ranches Gateway

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

Steven Lehmitz

RECOMMENDATION:

The applicants are looking for feedback regarding the front setback and any other issues identified by the City Council. Both uses are permitted in the Commercial Community zone.

BACKGROUND:

This item contains two plans for the City Council to review and provide feedback due to the subject lots being adjacent to each other. Both plans will require a deviation from the front setback requirement.

Eagle Plaza is a proposed multi-tenant building to locate Beto's and others businesses. The lot has frontage on Campus Drive with the rear property line adjacent to the south side of the SR-73 ROW. The Planning Commission acted on the site plan on April 26, 2022, and recommends denial to the City Council due to "*traffic concerns that exist on Ranches Parkway in relation to Campus Drive and Stonebridge Lane.*" Prior to formal action by the City Council, the applicant would like non-binding feedback on the proposed site, with emphasis on the setbacks.

EMMC requires the front setback of development in the Commercial Community zones to be a minimum of 10 feet and a maximum of 25 feet. The applicant is proposing a front setback dimension greater than 25 feet.

The current ROW of Campus Drive on the recorded Eagle Mountain Business Campus Plat C is 50 feet. Asphalt, curb, gutter and sidewalk are installed on the south side and only curb and gutter on the north side. However, the north side, when developed (three vacant lots) will need to provide a parkstrip and sidewalk. The current ROW only extends to the existing north curblin with no consideration for the parkstrip and sidewalk. This will require an additional 11 feet of road dedication comprised of a 6-foot parkstrip and 5-foot sidewalk. If the setback of the proposed Eagle Plaza (Lot 2) is taken from the current ROW line, the setback is 53 feet. If taken from the needed dedication line to facilitate the parkstrip and sidewalk, the setback is 42 feet. The proposed site plan does include a parkstrip and sidewalk.

Campus Drive is a cul-de-sac road with a length of 830 feet. Three lots have yet to be developed on the north and east sides. Four buildings exist on the south side of Campus Drive and have front setbacks that range from 52 feet to 140 from the Campus Drive ROW.

Axio #1 is a concept plan to locate a used car dealership on Lot 1 of the same plat. The concept plan shows the building at the rear property line which is adjacent to the SR-73 ROW. The same issues of Eagle Plaza exist on this lot. The front setback is 200 feet from the conceptual building location to the future ROW. The Planning Commission reviewed the concept plan on April 25, 2023.

ITEMS FOR CONSIDERATION:

The City Council is not approving either site plan at this time. For the City Council to approve an alternative setback, EMMC 17.35.040 outlines the standards.

The approval authority may approve alternative setbacks if, in its judgment, the setbacks comply with the following:

1. Does not interfere with the use, enjoyment, and character of adjacent properties;
2. The success of the business necessitates the setbacks, proven by data or research;
3. The setbacks are not solely to provide space for parking between the building and the street;
4. Topography or natural features make it impossible or

impracticable to place the building within the setback.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Axio #1 Concept Plan](#)

[Eagle Plaza Site Plan](#)

[Eagle Plaza Elevations](#)



SAMUEL J. BRADY

ARCHITECTS

200 E. South Temple
Suite 160
Salt Lake City, Utah 84111
(801) 595-1752
www.sambrady.com

NOTE: THIS DRAWING IS PROVIDED FOR TENANT APPROVAL OF THE SPACE NOTED AND IS NOT FOR CONSTRUCTION. ACTUAL SITE DIMENSIONS COULD VARY.

3709 EAST CAMPUS DRIVE

EAGLE MOUNTAIN, UTAH



ARCHITECTURAL SITE PLAN

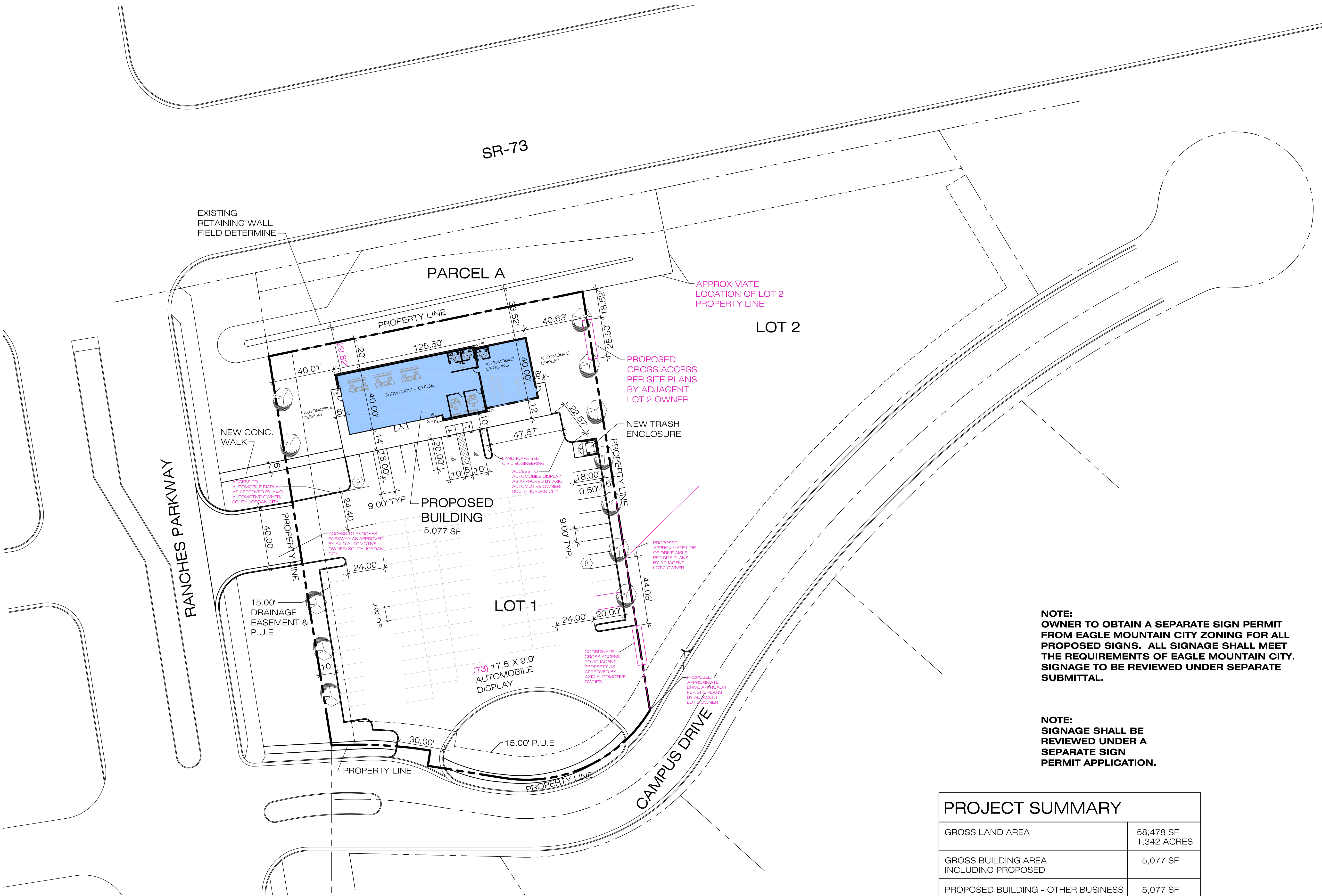
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SCALE: 1" = 60'-0"

PAPER SIZE (24X36)
SCALE: 1" = 30'-0"

MARCH 29, 2023
2386101SJ.dwg



AS.1



NOTE:
OWNER TO OBTAIN A SEPARATE SIGN PERMIT FROM EAGLE MOUNTAIN CITY ZONING FOR ALL PROPOSED SIGNS. ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF EAGLE MOUNTAIN CITY. SIGNAGE TO BE REVIEWED UNDER SEPARATE SUBMITTAL.

NOTE:
SIGNAGE SHALL BE REVIEWED UNDER A SEPARATE SIGN PERMIT APPLICATION.

PROJECT SUMMARY	
GROSS LAND AREA	58,478 SF 1.342 ACRES
GROSS BUILDING AREA INCLUDING PROPOSED	5,077 SF
PROPOSED BUILDING - OTHER BUSINESS	5,077 SF
PARKING SPACES REQUIRED (5,077 SF X 1/300 = 16.923)	16.923
TOTAL PARKING REQUIRED	16.923
TOTAL PARKING PROVIDED	17

SEE SITE PLANS PROVIDED BY ENGINEER FOR DRAINAGE, GRADING, SPOT ELEVATIONS, AND PROPERTY BOUNDARY DESCRIPTION.

SLOPE NOT TO EXCEED 1:48 AT ACCESSIBLE PARKING



SAMUEL J. BRADY

ARCHITECTS

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NOTE: THIS DRAWING IS PROVIDED
FOR TENANT APPROVAL OF THE
SPACE NOTED AND IS NOT FOR
CONSTRUCTION. ACTUAL SITE
DIMENSIONS COULD VARY.

3709 EAST
CAMPUS DRIVE

EAGLE MOUNTAIN,
UTAH



ARCHITECTURAL
AERIAL SITE PLAN

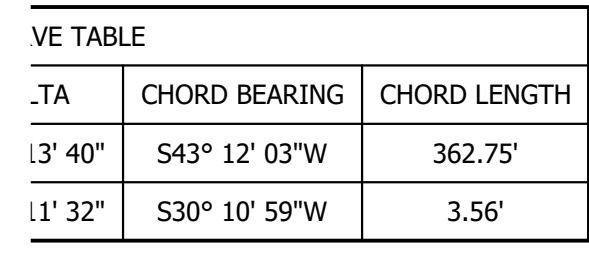
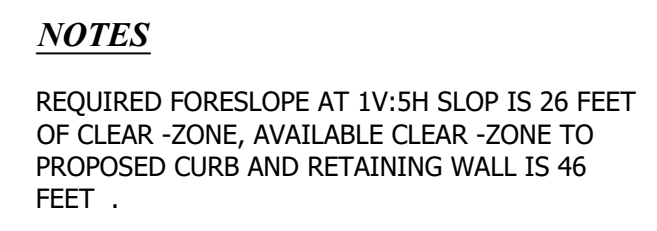
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SCALE: 1" = 80'-0"

PAPER SIZE (24X36)
SCALE: 1" = 40'-0"

MARCH 29, 2023
2386101SJ.dwg



AS.2



NOT FOR CONSTRUCTION / NOT FOR CONSTRUCTION

LOT 2,
EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"



 SCOTT ARGYL ENTELLUS 1470 S 600 W WOODS CROSS, UT 84010 #: (801)298-2236 E: sargyle@entellus.com	 FAISAL JTB HVAC & PLUMBING 14059 S 1300 W SUITE #203 SOUTH JORDAN, UT 84095 #: (801)849-8590 E: faisalmany@jtbengineering.net	 ARLEN KINGSTON AAA SECURITY 404 EAST 4500 SOUTH SALT LAKE CITY, UTAH, 84107 #: (801) 534-7508 E: aaaarlen@xmission.com	 GARRETT JENKINS 635 W 5300 S SUITE #203 SALT LAKE CITY, UTAH, 84123 #: (801) 974-5101 E: garrett@iridiumae.com	 KIMLY C. MANGUM 635 W 5300 S SUITE #203 SALT LAKE CITY, UTAH, 84123 #: (801) 974-5101 E: kim@iridiumae.com	MAIN CONTACT  NATHAN LONG Cell: (801) 347-2930 Office: (801) 768-3000 Email: nate.lmc@gmail.com Website: rockymountainconcreteutah.com
MECH/ PLUMB ENGINEER	MECH/ PLUMB ENGINEER	ELECTRICAL ENGINEER	STRUCTURAL ENGINEER	ARCHITECT	PROJECT MANAGER

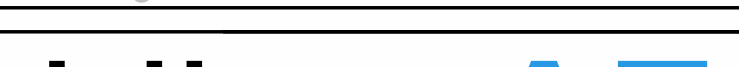
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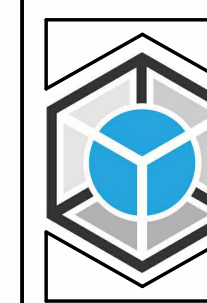
**NOT FOR
CONSTRUCTION**

F	07-28-22	NFC - REV F	CJK	KCM	
E	07-09-21	CONCEPT FLOOR PLANS & ELEVATION	CJK	KCM	
NO.	DATE	REVISION	BY	CHK	APP

4	
REFERENCE DRAWINGS	NUMBER

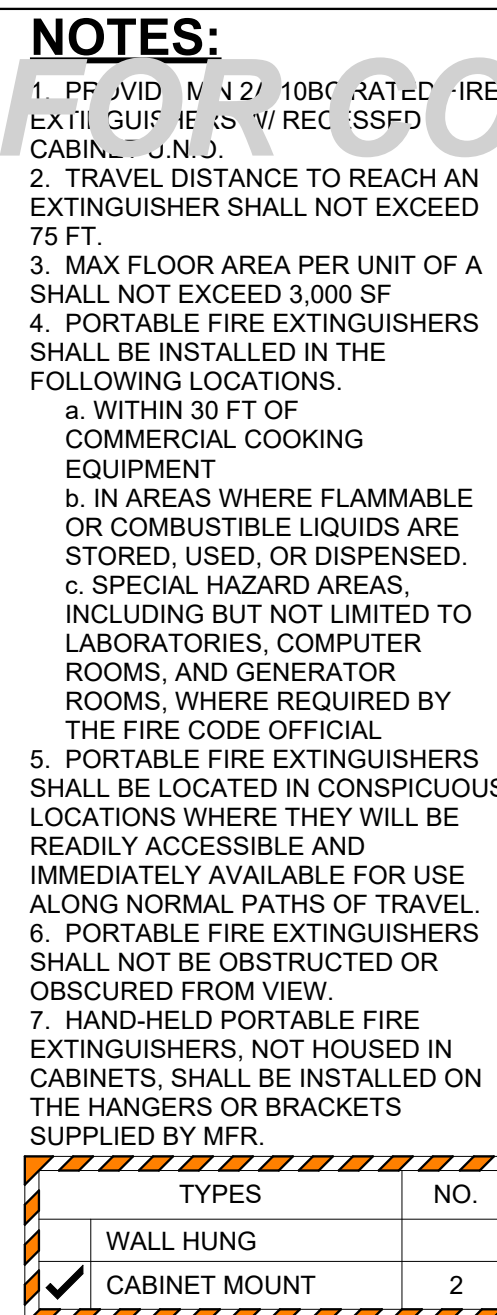
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5 6 		635 W 5300 S, Suite 203 Salt Lake City, UT 84123 PHONE: (801) 974-5101 FAX: (801) 974-5102
DRAWN BY:	CJK	DESIGN TEAM
CHECKED BY:	KCM	KCM, CJK
100% DRAWING SIZE:	24X36	PLOT DATE: 7/28/2022 4:45:44 PM
ISSUE DATE:	28 JULY 2022	TEMPLATE VERSION: v02.21 STATUS: NOT FOR PERMIT



7		8	
	EAGLE PLAZA LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"		
	COVER SHEET		
	CLIENT PROJECT NO.	Dwg. No. G-000	REV F

CONSTRUCTION



1. PROVIDE FIRE EXTINGUISHERS AS INDICATED ON PLANS AND DETAILS.
2. APPROVED, ASSIGNED, BUILDING ADDRESSES SHALL BE PLACED ON THE BUILDING IN SUCH A POSITION AS TO BE EASILY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTAGE OF THE PROPERTY. NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND AND SHALL BE A MINIMUM OF 6" HIGH AND A STROKE OF 1/2". ADDRESS NUMBERS SHALL BE ARABIC OR ALPHABETICAL LETTERS.
3. FIRE RESISTIVE CONSTRUCTION AND/OR FIRE SPRINKLER SYSTEMS NOT ADDRESSED ON THESE PLANS AND REQUIRED BY THE LOCAL JURISDICTION AND ADOPTED CODES ARE THE RESPONSIBILITY OF THE OWNER/ CONTRACTOR.
4. PENETRATIONS OF SMOKE OF FIRE RATED WALLS, BARRIERS, PARTITIONS AND FLOORS BY CONDUITS, DUCTS, AND PIPES SHALL BE PROVIDED WITH APPROVED FIRE/SMOKE STOP SYSTEM MATERIAL THAT IS TESTED BY THE LATEST ASTM E-814 TEST.
5. FIRE STOPPING MATERIALS INSTALLED ARE REQUIRED TO HAVE LABELS ON BOTH SIDES OF THE PROTECTED PENETRATION.
6. FIRE STOPPING MATERIALS FOR NON-FERROUS PIPE, CONDUIT AND OTHER SYNTHETIC MATERIALS SHALL BE COMPATIBLE WITH EACH OTHER.
7. SMOKE DAMPERS SHALL BE LISTED UL555S AND BE CONTROLLED BY AUTOMATIC SMOKE DETECTION EITHER IN THE DUCT OR AREA OF SMOKE SEPARATION.
8. ENVIRONMENTAL AIR DUCTS THAT PENETRATE FIRE RATED ASSEMBLIES SHALL BE PROVIDED WITH UL 555 LABELED FIRE DAMPERS THAT HAVE A FIRE RATING OF AT LEAST 75% OF THE ASSEMBLY BEING PENETRATED.
9. FLOOR CARPET SHALL BE TESTED BY THE LATEST ASTM E-648 TEST AND SHALL BE A MINIMUM CLASS "1" (CRITICAL RADIANT FLUX OF 0.45 WATTS PER SQUARE CENTIMETER).
10. FIRE PROTECTION SYSTEMS (WHEN REQUIRED) SHALL HAVE THE PIPING AND WIRING EXPOSED FOR INSPECTION. PIPING AND WIRING MAY BE COVERED AFTER THE FIRE INSPECTION OF THE SYSTEM(S) HAVE BEEN SATISFACTORY COMPLETED.
11. USE DRY SPRINKLER HEADS IN NON-CONDITIONED SPACES.

	EGRESS PATH		EXIT DISCHARGE
	DISTANCE BETWEEN EXIT		ADA ACCESSIBLE
	1/2 LONGEST DIAGONAL		ADA RAMP
	FIRE EXTINGUISHER LOCATION		BUILDING ADDRESS LOCATION

INTERNATIONAL BUILDING CODE	2018 IBC
INTERNATIONAL MECHANICAL CODE	2018 IMC
INTERNATIONAL ELECTRICAL CODE	2017 NEC
INTERNATIONAL PLUMBING CODE	2018 IPC
INTERNATIONAL FIRE CODE	2018 IFC
INTERNATIONAL ENERGY CONSERVATION CODE	2018 IECC
ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES	ICC/ ANSI A117.1-2009
ADA STD'S FOR ACCESSIBLE DESIGN	2010 ADA STD'S
MIN DESIGN LOADS FOR BUILDINGS & OTHER STRUCTURES	SEI/ASCE 7-05
NOTE: LOCAL ORDINANCES AND BUILDING CODES CONSIDERED IN DESIGN	

USE & OCCUPANCY GROUP(S):		CH 3
BUSINESS	B	304
AUTOMATIC SPRINKLER SYSTEM		CH 9
-NOT REQUIRED-	-N/A-	903.2 & 907.2
TYPE OF CONSTRUCTION:		CH 6
TYPE VB		602.5
FIRE SEPARATION:		CH 5
-NOT REQUIRED-		T508.4
GENERAL BUILDING HEIGHT & AREAS:		CH 5
ALLOWABLES: PER GROUP	B	506
BUILDING HEIGHT	40 FT	T504.3
NUMBER OF STORIES	2	T504.4
(At) TABULAR AREA	9,000 SF	T506.2
(NS) TABULAR AREA	9,000 SF	T506.2
ACTUAL		
BUILDING HEIGHT	22'-6"	
NUMBER OF STORIES	1	
AREA (SF)		
MAX (1) UNIT	2,272 SF	
TOTAL BUILDING	7,205 SF	

LEVEL	OCC. GROUP	SPACE/ USE	AREA (% OF TOTAL)		SF PER OCCUPANT	OCCUPANTS
CODE REF.					T1004.1.2	
MAIN	B	FRONT OF HOUSE	726 SF	1,434 SF	150 SF	9.56
		BACK OF HOUSE	708 SF			
		RESTROOM	165 SF	238 SF	N/A	N/A
		WALK-IN	73 SF			
TOTAL			1,672 SF		TOTAL	9.56
MAX. OCC. W/ 1 EXIT	MAX. COMMON EGRESS PATH	EXITS REQ'D	EXITS PROV'D	TRAVEL DIST. ALLOWED	MAX. DIST. PRVD'D	
T1006.2.1	T1006.2.1	T1006.3.1		T1017.2		
49	100 FT	1	1	200	51 FT	

1. A FIRE ALARM SYSTEM SHALL BE INSTALLED WHEN THERE ARE EXTINGUISHING SYSTEMS IN THE BUILDING FOR OCCUPANT NOTIFICATION.
2. AUTOMATIC FIRE SPRINKLER SYSTEMS, WATER BASED SUPPRESSION SYSTEMS, AND FIRE ALARM SYSTEMS SHALL BE MONITORED BY AN APPROVED REMOTE STATION.
3. MONITORING SYSTEMS SHALL HAVE TWO SUPERVISED CONNECTION.
4. THE FIRE ALARM CIRCUITS SHALL BE CLASS 'A' FOR BOTH INITIATING AND INDICATING.
5. ELECTRICAL CONTRACTOR SHALL MAKE CONNECTIONS TO ALARM SENSORS AND ELECTRONIC EQUIPMENT.
6. FIRE SYSTEM CONTRACTOR SHALL PROVIDE THE FIRE MAIN SENSORS AND SYSTEM EQUIPMENT.

USE GROUP		WC	LV	DF	SS	SHOWER
GROUP B	FIXTURES	M/ F 1/25/50	M/ F 1/40/80	N/A	1/100	N/A
	REQ'D	2	2		1	
	PRV'D'D	2	2		1	

MAIN LEVEL			SECOND LEVEL		
AREA	LOCATION	DISTANCE	AREA	LOCATION	DISTANCE
FRONT OF HOUSE	NORTH	51 FT	BACK OF HOUSE	SOUTH	49 FT
	R/R	38 FT			

$1/8'' = 1'-0''$

NOTE: EXIST PATH LENGTHS ROUNDED TO FEET.

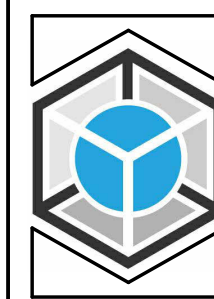
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A-D	06-28-21	CONCEPT SITE PLANS	CJK	KCM		
NO.	DATE	REVISION	BY	CHK	APP	

FLOOR PLANS	A-100'S
REFERENCE DRAWINGS	NUMBER

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PROJECT NO.:
21-140

EGRESS & CODE INFO

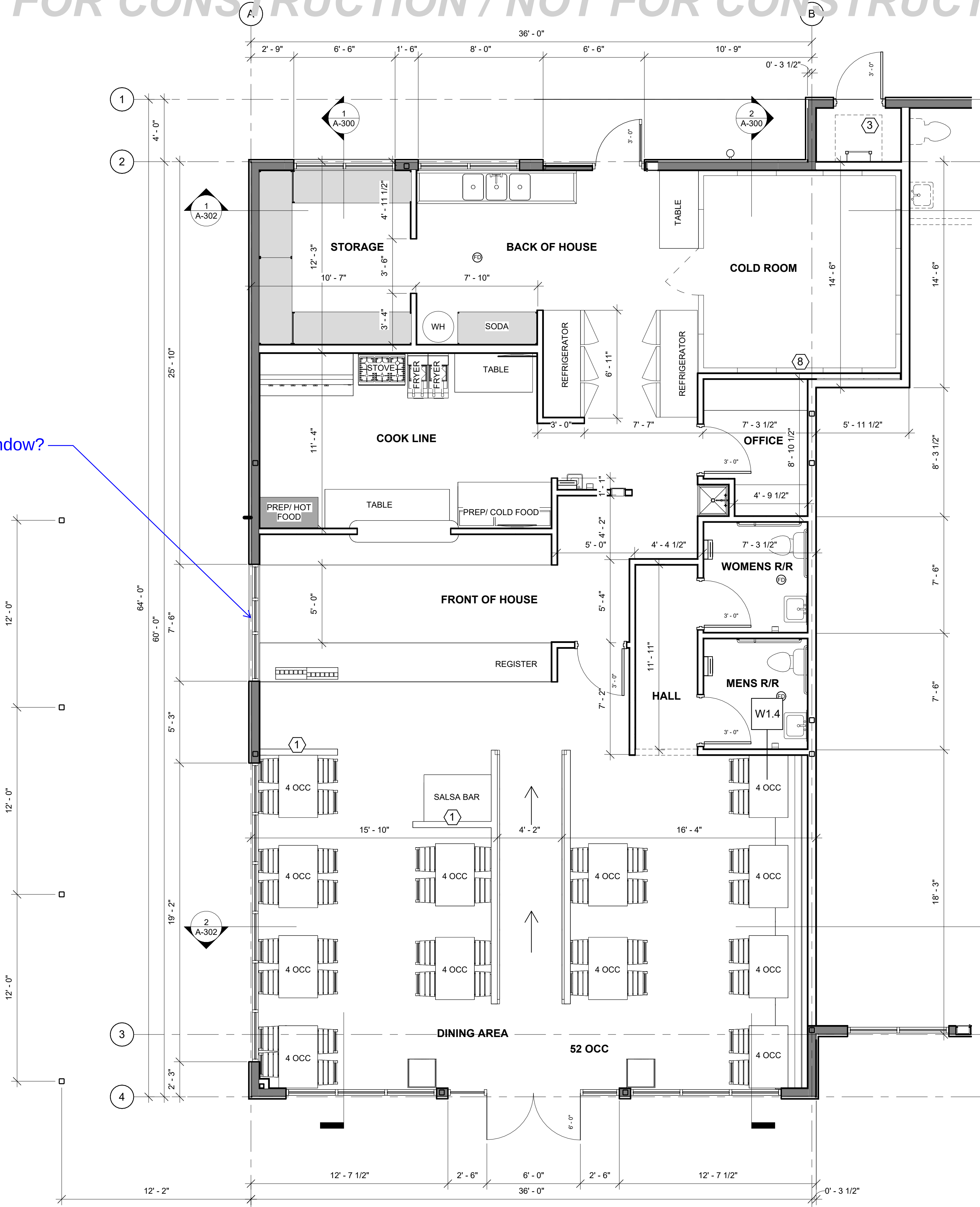
CLIENT PROJECT NO.	Dwg. No. G-002	REV	F
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[illegible]

EAGLE PLAZA LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"			
FULL BUILDING FLOOR PLAN			
CLIENT PROJECT NO.	Dwg. No.	A-100	REV F

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Drive-through window?



FLOOR PLAN KEYED NOTES	
1	40" PONY WALL
2	FULL HEIGHT SEPERATION WALL
3	ROOF ACCESS LADDER & HATCH
4	RAIN GUTTER DOWN SPOUT AND GRATE
5	MAIN ROOF DRAIN CONNECTS TO UNDERGROUND PIPE TO STORM DRAIN
6	OVERFLOW SCUPPER
7	DATA ON SHELF ABOVE (MOUNTED AT 8 FT) COORDINATE WITH TENANT.
8	COLD ROOM INSULATED ENCLOSURE PANELS BY OTHERS.

FLOOR PLAN NOTES	
1.	COORDINATE FINAL FINISHES, COLORS, MATERIALS, FIXTURES, EQUIPMENT AND DETAILING WITH OWNER PRIOR TO PURCHASE AND INSTALLATION
2.	CLOSETS, PANTRY(S), AND STORAGE ROOMS SHALL HAVE SHELVES, DIVIDERS AND HANGER RODS. COORDINATE WITH TENANT/ OWNER.
3.	PROVIDE 36" MIN. GUARDRAIL AT ALL SURFACES GREATER THAN 30" ABOVE FINISHED GRADE.
4.	COORDINATE BUILT-IN MILLWORK, FURNITURE AND APPLIANCES W/ TENANT/ OWNER

NEW	BUILDING AREAS					
	LEVEL	NAME	AREA		PERIMETER	
✓	UNIT A	FRONT OF HOUSE	919 SF	2,272 SF	130'-2"	341'-6"
		BACK OF HOUSE	1,193 SF		158'-9"	
		RESTROOM AREA	160 SF		52'-7"	
	UNIT B	UNFINISHED	1,571 SF		175'-6"	
	UNIT C	UNFINISHED	1,681 SF		176'-0"	
	UNIT D	UNFINISHED	1,681 SF		176'-7"	
	TOTAL PROPOSED		7,205 SF		869'-7"	

CONSTRUCTION ASSEMBLIES - WALL SYSTEMS				
MK	DETAIL	CONSTRUCTION	FIRE & TESTING	STC & TESTING
TYPICAL INTERIOR WOOD FRAMED WALL				
W1.4		5/8" GWB 2x4 @ 24" 5/8" GWB 6D COATED NAILS 8" EDGED/ 12" FIELD	N/A	N/A
TYPICAL INTERIOR WOOD FRAMED WALL				
W1.6		5/8" GWB 2x6 @ 24" 5/8" GWB 6D COATED NAILS 8" EDGED/ 12" FIELD	N/A	N/A

MAIN FLOOR PLAN
1/4" = 1'-0"

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E	07-09-21	CONCEPT FLOOR ELEVATION	CJK	KCM	

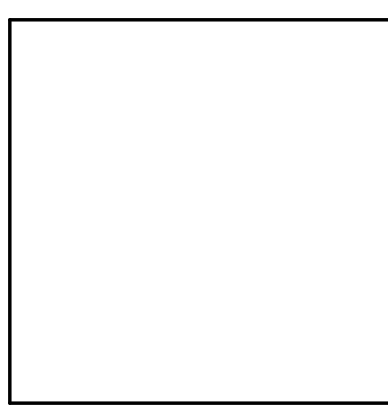
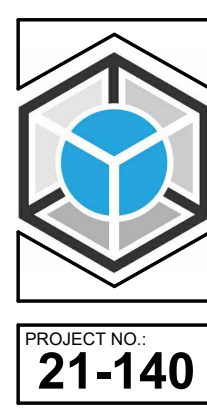
ARCHITECTURAL DETAILS	A-500'S
LARGE SCALE VIEWS	A-400'S
BUILDING, WALL & WALL TYPE SECTIONS	A-300'S
GENERAL INFO SHEETS	A-000'S
GENERAL DOCUMENT INFO	G-002
REFERENCE DRAWINGS	NUMBER

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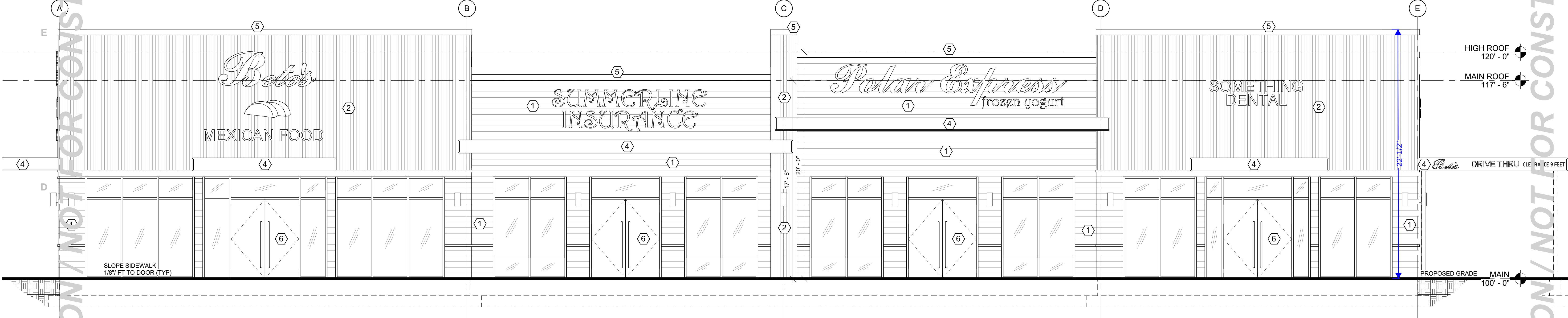
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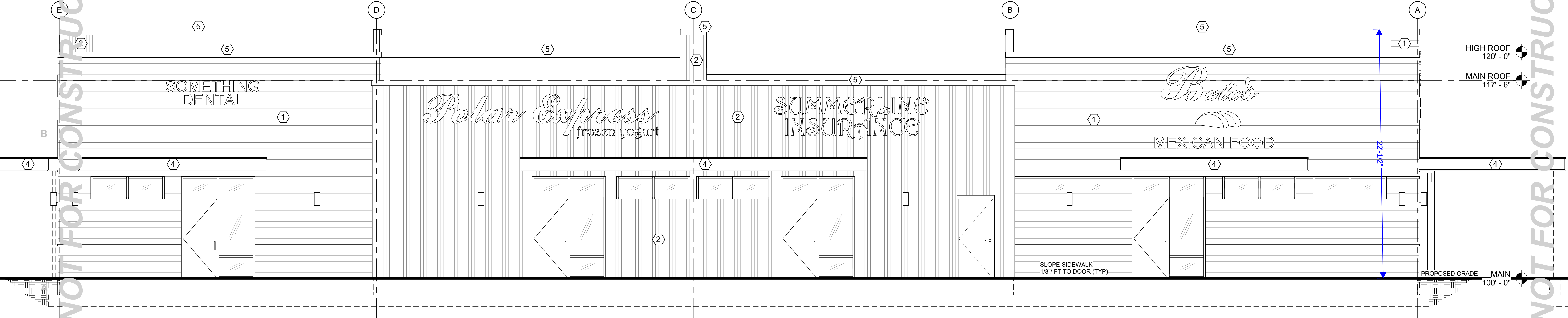
EAGLE PLAZA LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"		
BETOS FLOOR PLAN		
CLIENT PROJECT NO.	Dwg. No. A-101	REV F

ELEVATION NOTES		ELEVATION MATERIAL KEY	
1. COORDINATE W/ OWNER/ TENANT FOR ALL FINISH COLORS, SIGNAGE REQUIREMENTS, ETC. (NIC) 2. CONTRACTOR WILL VERIFY ANY AND ALL STEPS IN FOOTINGS & FOUNDATION AS REQUIRED BY EXISTING FINISH GRADES. 3. ALTERNATE PRODUCTS AND MODIFICATIONS TO THE STRUCTURE MUST BE APPROVED BY THE A/EOR/ OWNER IN WRITING PRIOR TO MAKING ANY CHANGES. 4. GRADES INDICATED ARE APPROXIMATE AND MAY BE MODIFIED SUBJECT TO FINAL SITE CONDITIONS. LOTS SHALL BE GRADED TO DRAW SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET. 5. INSTALL SLOPING METAL FLASHING ON ALL HORIZONTAL EXPOSED SURFACES (MASONRY, STUCCO, EIFS, COMPOSITE , WOOD, ETC.) 6. APPROVED, ASSIGNED, BUILDING ADDRESS SHALL BE PLACED ON THE BUILDING IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. 7. ADDRESS NUMBERS SHALL BE ARABIC OR ALPHABETICAL LETTERS, CONTRAST WITH THEIR BACKGROUND AND BE A MINIMUM OF 6" HIGH WITH A STROKE OF 1/2".		1	HORIZONTAL MATAVERDE BY MACHICHE RAIN SCREEN SIDING (OR SIMILAR)
		2	VERTICAL MATAVERDE BY MACHICHE RAIN SCREEN SIDING (OR SIMILAR)
		3	WALL MOUNTED LIGHT
		4	STANDING SEAM METAL AWNING (POWDER COATED BLACK OR DARK BRONZE)
		5	METAL ROOF CAP FLASHING (POWDER COATED BLACK OR DARK BRONZE)
		6	ALUMINUM STORE FRONT SYSTEM (ANODIZED BRONZE)
		7	OVERFLOW SCUPPER
		?	COLOR



SOUTH ELEVATION

1/4" = 1'-0" 0 2' 4' 8'



NORTH ELEVATION

1/4" = 1'-0" 0 2' 4' 8'

1

2

3

4

5

6

7

8

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NO.	DATE	REVISION	BY	CHK APP

REFERENCE DRAWINGS	NUMBER

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Iridium AE

DESIGN TEAM

CJK, WSH

KCM, CJK

24X36

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28 JULY 2022

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PROJECT NO.

21-140

EAGLE PLAZA
LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"

NORTH & SOUTH ELEVATIONS

CLIENT PROJECT NO.

Dwg. No. A-200

REV F

I:\Iridium Team Folder\Projects\2021 Projects\21-140 thru 21-199\21-140 Henry B - Betos Eagle MM\4.0 Prepared Doc\4.1 Arch Dwg\21-140 - BETOS - 07-28-2022.rvt

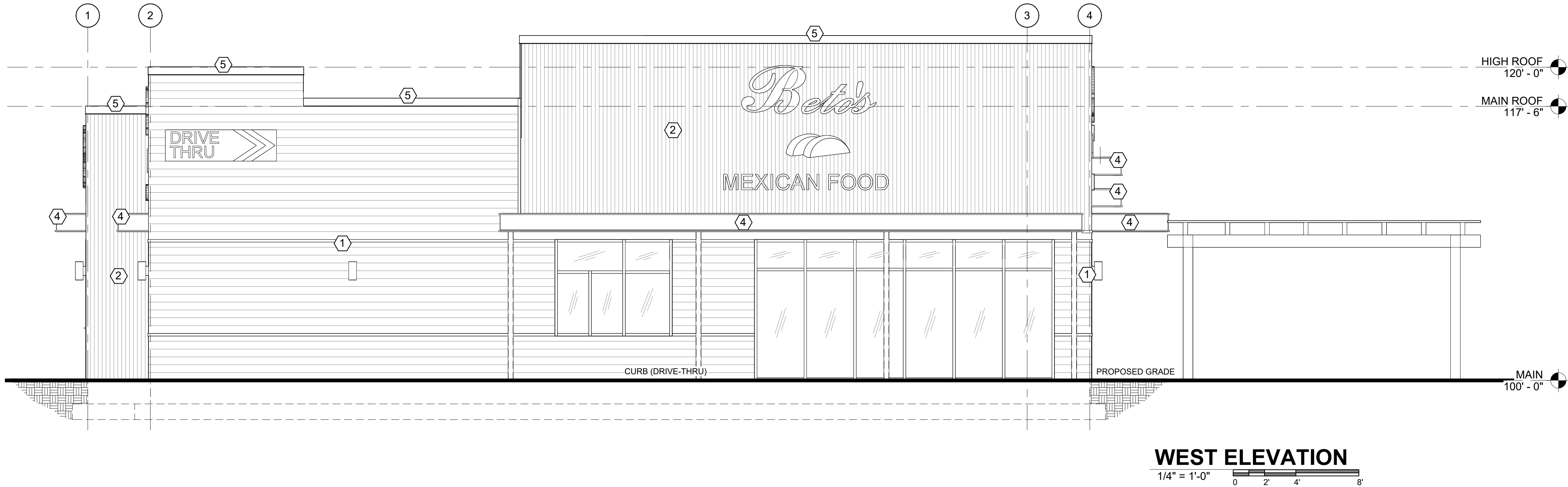
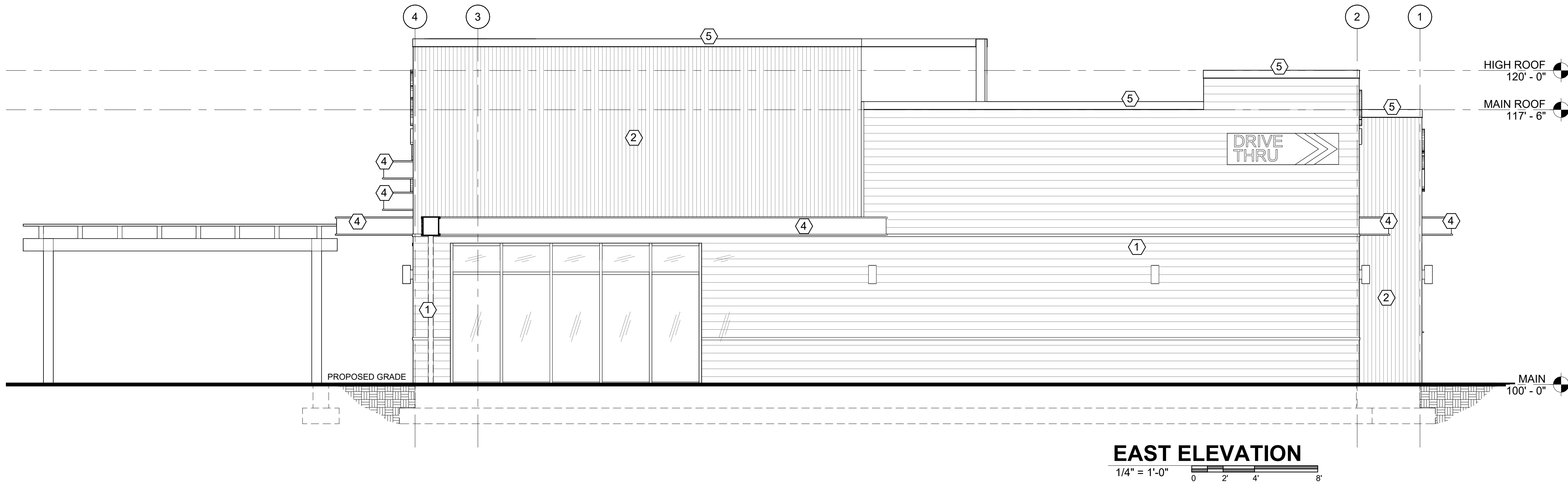
ELEVATION NOTES

- COORDINATE W/ OWNER/ TENANT FOR ALL FINISH COLORS, SIGNAGE REQUIREMENTS, ETC. (NIC)
- CONTRACTOR WILL VERIFY ANY AND ALL STEPS IN FOOTINGS & FOUNDATION AS REQUIRED BY EXISTING FINISH GRADES.
- ALTERNATE PRODUCTS AND MODIFICATIONS TO THE STRUCTURE MUST BE APPROVED BY THE A/EOR/ OWNER IN WRITING PRIOR TO MAKING ANY CHANGES.
- GRADES INDICATED ARE APPROXIMATE AND MAY BE MODIFIED SUBJECT TO FINAL SITE CONDITIONS. LOTS SHALL BE GRADED TO DRAW SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET.
- INSTALL SLOPING METAL FLASHING ON ALL HORIZONTAL EXPOSED SURFACES (MASONRY, STUCCO, EIFS, COMPOSITE , WOOD, ETC.)
- APPROVED, ASSIGNED, BUILDING ADDRESS SHALL BE PLACED ON THE BUILDING IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY.
- ADDRESS NUMBERS SHALL BE ARABIC OR ALPHABETICAL LETTERS, CONTRAST WITH THEIR BACKGROUND AND BE A MINIMUM OF 6" HIGH WITH A STROKE OF 1/2".

ELEVATION MATERIAL KEY

- HORIZONTAL MATAVERDE BY MACHICHE RAIN SCREEN SIDING (OR SIMILAR)
- VERTICAL MATAVERDE BY MACHICHE RAIN SCREEN SIDING (OR SIMILAR)
- WALL MOUNTED LIGHT
- STANDING SEAM METAL AWNING (POWDER COATED BLACK OR DARK BRONZE)
- METAL ROOF CAP FLASHING (POWDER COATED BLACK OR DARK BRONZE)
- ALUMINUM STORE FRONT SYSTEM (ANODIZED BRONZE)
- OVERFLOW SCUPPER

COLOR

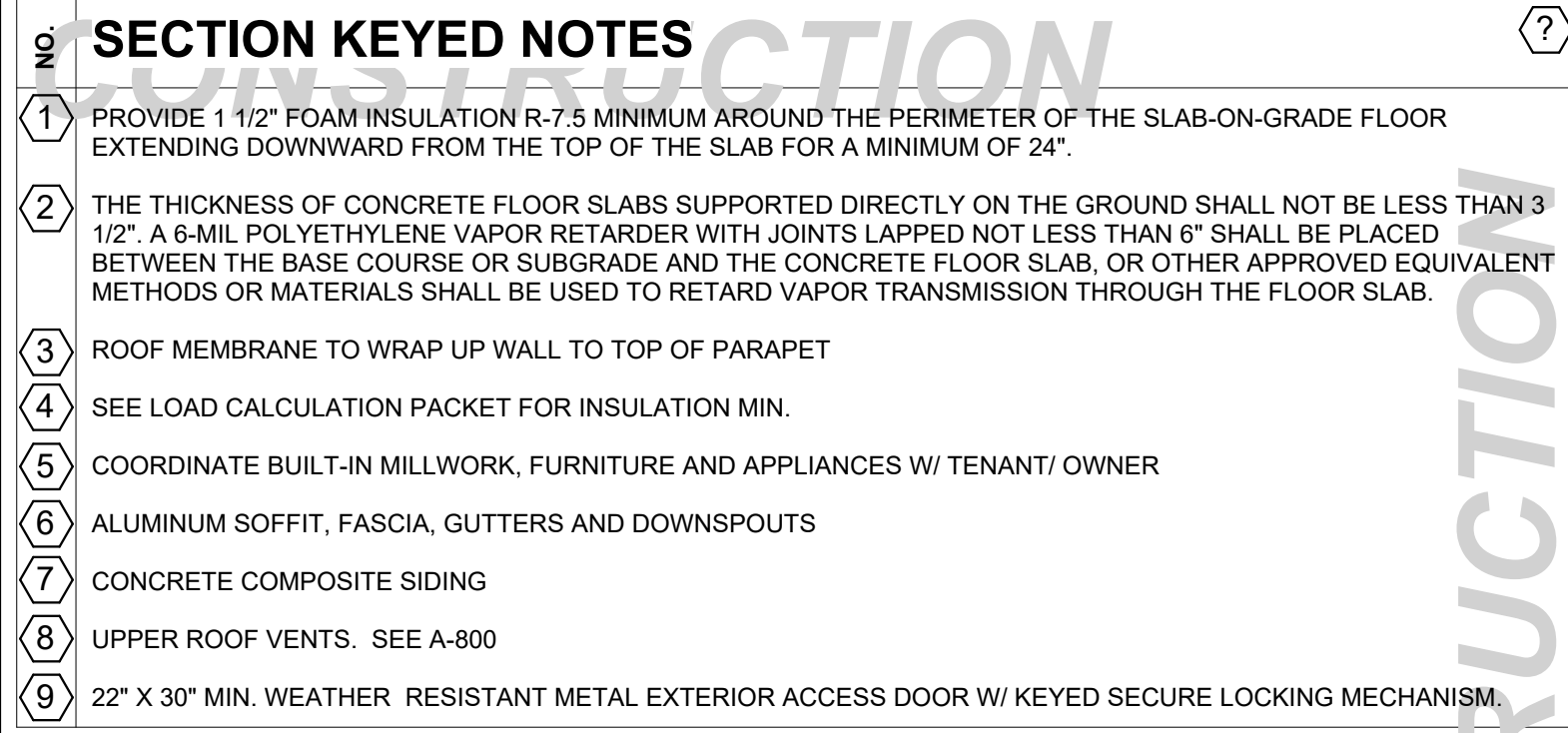


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1		2		3		4		5		6		7		8	
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E	07-09-21		CONCEPT FLOOR PLANS & ELEVATION	CJK	KCM										
A-D	06-26-21		CONCEPT SITE PLANS	CJK	KCM										
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1. ROOF FRAMING HAS A FLAT NORMAL ROOF FULLY SHEATHED PRIOR TO ADDITION OF SLOPING MONO TRUSSES. THIS ACCOMMODATES POTENTIAL FUTURE REMODELS W/ ALTERNATE DESIGN.

1 **SECTION - 1**
1/4" = 1'-0"

F	07-28-22	NFC - REV F	CJK	KCM	
A-D	06-26-21	CONCEPT SITE PLANS	CJK	KCM	
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BUILDING SECTIONS 1 & 2

CLIENT PROJECT NO.	Dwg. No. A-300	REV F
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PROJECT NO.:
21-140

BUILDING SECTIONS 3, 4, & 5

CLIENT PROJECT NO.	Dwg. No. A-301	REV	F
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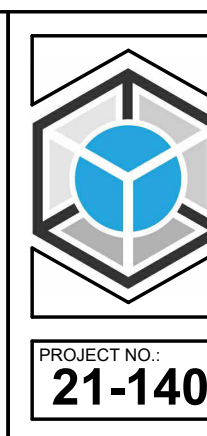


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[illegible][illegible]

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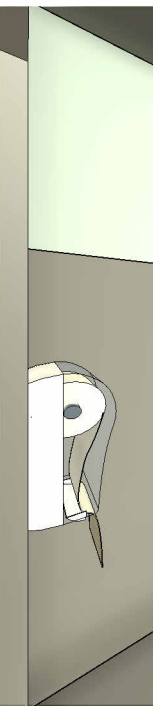


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EAGLE PLAZA LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"		
BUILDING SECTIONS 6 & 7		
CLIENT PROJECT NO.	Dwg. No. A-302	REV F

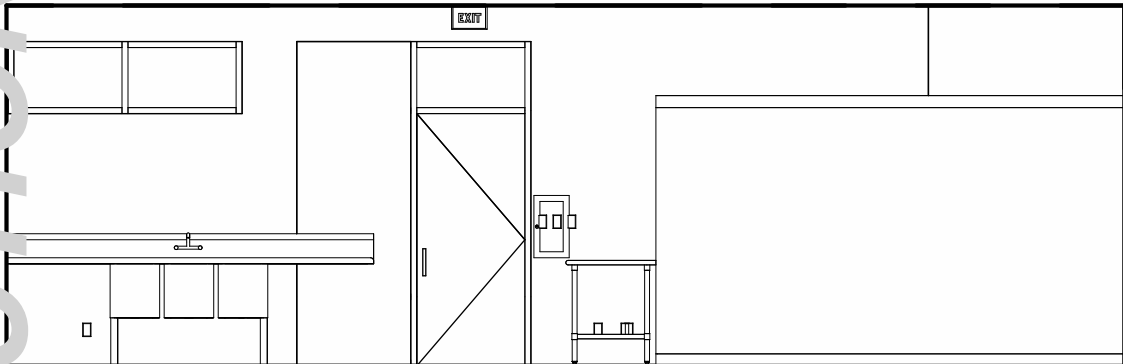


Missing information?

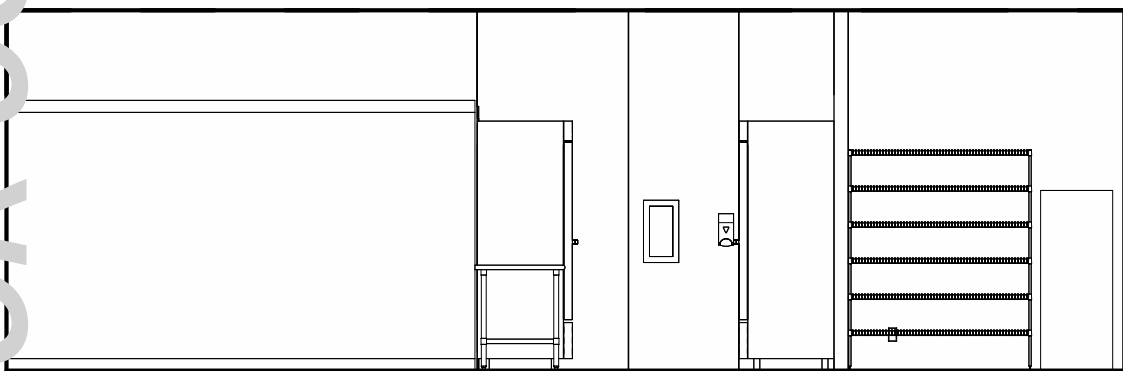


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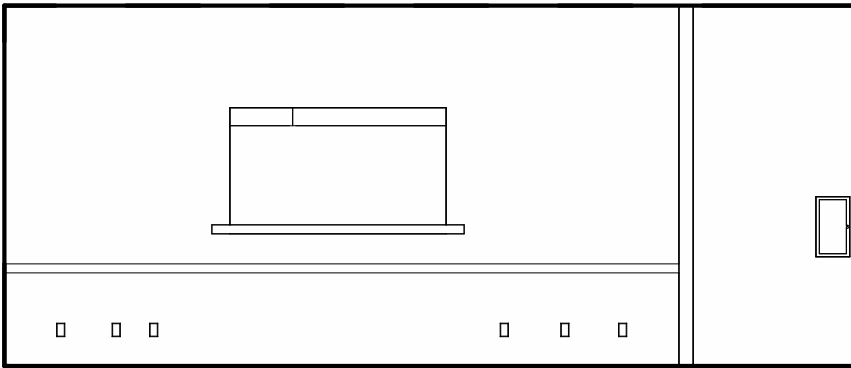
SEE A-400 FOR KEYED NOTES



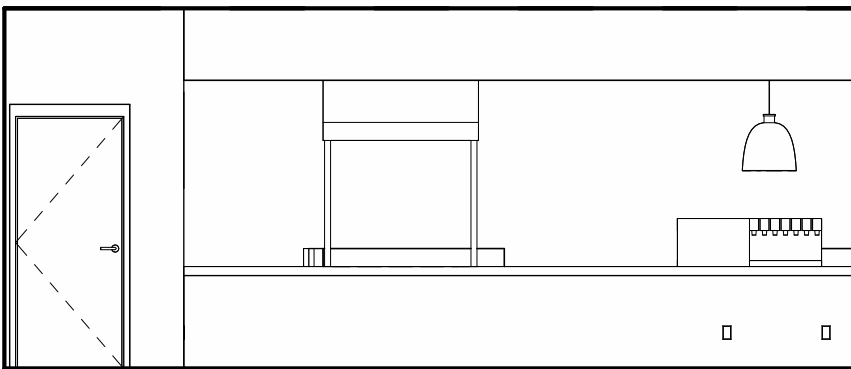
B2 ELEV. 2
3/16" = 1'-0"



B1 ELEV. 1
3/16" = 1'-0"



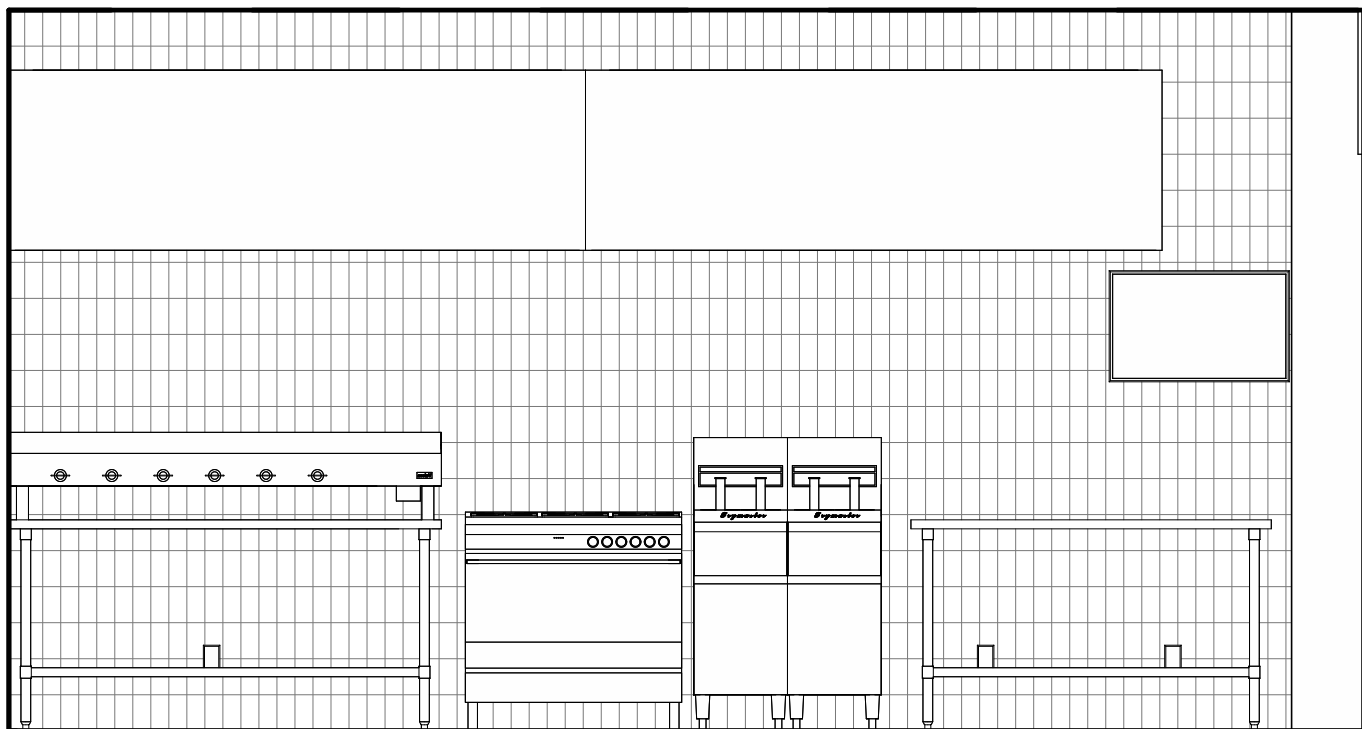
F2 ELEV. 2
3/16" = 1'-0"



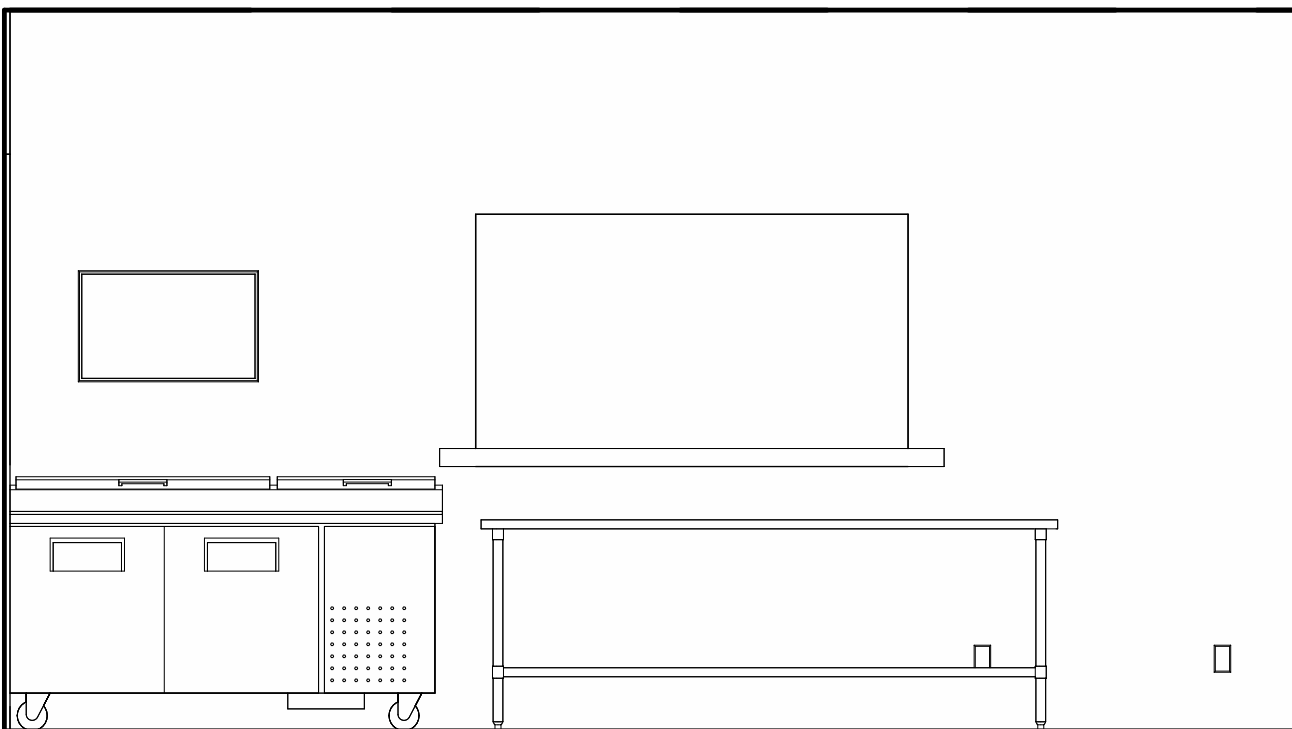
F1 ELEV. 1
3/16" = 1'-0"

BACK OF HOUSE ELEVATIONS

FRONT OF HOUSE ELEVATIONS



C2 ELEV. 2
3/8" = 1'-0"



C1 ELEV. 1
3/8" = 1'-0"

COOK LINE ELEVATIONS

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F	07-28-22	NFC - REV F	CJK	KCM	
E	07-09-21	CONCEPT FLOOR PLANS & ELEVATION	CJK	KCM	
A-D	06-26-21	CONCEPT SITE PLANS	CJK	KCM	

REFERENCE DRAWINGS	NUMBER
LARGE SCALE VIEWS	A-400

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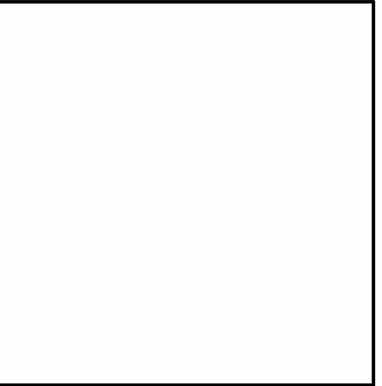
DESIGN TEAM

KCM, CJK

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EAGLE PLAZA
LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"

INTERIOR ELEVATIONS

CLIENT PROJECT NO.

Dwg. No. **A-401**

REV **F**

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TYPE
WP1
WP2
WP3
WP4
WP5
WP6
WP7
WP8

[illegible]

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The drawings show the following dimensions and components:

- D107:** A double-hung window with a total width of 3'-0" and a total height of 9'-0". The upper sash is divided into two panels, each labeled WP5. The lower sash is divided into two panels, each labeled WP7. The height of the upper sash is 2'-0", and the height of the lower sash is 5'-0". The width of each sash is 1'-8".
- D100:** A double-hung window with a total width of 3'-0" and a total height of 9'-0". The upper sash is a single panel labeled WP8. The lower sash is a single panel. The height of the upper sash is 2'-0", and the height of the lower sash is 7'-0". The width of each sash is 1'-8".
- F (TYP):** A typical window with a total width of 3'-0" and a total height of 9'-0". The upper sash is a single panel. The lower sash is a single panel. The height of the upper sash is 2'-0", and the height of the lower sash is 7'-0". The width of each sash is 1'-8".

REF. LEVEL 100'-0"

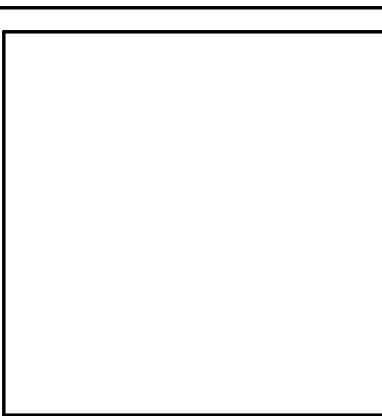
[illegible]

OPEN CELLS IN SCHEDULES FOR USE BY OWNER AND CONTRACTOR - THIS SHEET TO HELP DURING BIDDING AND CONSTRUCTION

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CONSTRUCTION**

[illegible]

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CHECKED BY:	KCM	KCM, C.J.K
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EAGLE PLAZA LOT 2, EAGLE MOUNTAIN BUSINESS CAMPUS - PLATE "C"			
DOOR, WINDOW, & ROOM SCHEDULE			
CLIENT PROJECT NO.	Dwg. No.	A-601	REV F

24" X 24" CEILING TILE	24" X 48" CEILING TILE
BATTERY BACKUP OR OR 2X4 RECESSED TROFFER STYLE LIGHT FIXTURE (LED 2200 LUMENS)	BATTERY BACKUP OR OR 2X4 SURFACE MOUNTED LIGHT FIXTURE (LED 2200 LUMENS)
EMERGENCY LED LIGHTING W/ BATTERY BACKUP	EXIT SIGN W/ EMERGENCY LED LIGHTING W/ BATTERY BACKUP ARROW LEFT, RIGHT OR BOTH WAYS.
RECESSED LIGHT FIXTURE (LED 1100 LUMENS)	WALL MOUNTED LIGHT FIXTURE (LED 1100 LUMENS)



- 1 2x4 GRID CEILING AT 10 FT
- 2 GYP CEILING AT 10 FT
- 3 OPEN TO STRUCTURE ABOVE
- 4 WOOD SLOPED CEILING
- 5 METAL AWNING
- 6 EXHAUST HOOD
- 7 HIGH MOUNTED ORDER TV'S.

GENERAL

1. SUSPENDED ACOUSTICAL CEILING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF ASTM C 635, ASTM C 636, CISCA AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS
2. ALL WORKMANSHIP SHALL BE OF THE HIGHEST STANDARDS IN ACCORDANCE WITH THE CEILING & INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION POLICY OF UPGRADING QUALITY.
3. THE CEILING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSPECTION OF THE PLENUM SPACE PRIOR TO INSTALLATION OF CEILING SYSTEM AND SHALL NOTIFY THE GENERAL CONTRACTOR AND/OR OWNER OF ANY NOTICEABLE DEFECTS OF LEAKAGE OR CLEANLINESS IN VENTILATED CEILING SYSTEMS.
4. THE CEILING CONTRACTOR SHALL COOPERATE WITH THE GENERAL CONTRACTOR AND/OR OWNER AND WITH ALL TRADES TO INSURE A PROPER AND LASTING CEILING INSTALLATION.
5. THE ELECTRICIAN AND OTHER MECHANICAL TRADES SHALL COMPLETE ALL THEIR WORK THAT MUST BE DONE ABOVE THE CEILING BEFORE THE CEILING IS INSTALLED.
6. THE CEILING CONTRACTOR SHALL LEAVE CEILING IN A CLEAN AND UNDAMAGED CONDITION.
7. ALL ELEMENTS CONNECTING TO STRUCTURAL MEMBERS TO RECEIVE FIRE RATED COATING MUST BE INSTALLED PRIOR TO FIRE RATED COATING.
8. SUSPENDED CEILING SHALL BE SUBJECT TO THE SPECIAL INSPECTION REQUIREMENTS OF THE LATEST ADOPTED ICB.
9. PUNCH LIST WORK CONSISTS OF CORRECTING DEFECTS IN THE CEILING SYSTEM CAUSED BY MANUFACTURER OR INSTALLER. IF DAMAGE OCCURS BY OTHER TRADES, REPAIRS SHALL BE CONSIDERED ADDITIONAL WORK.

1. CEILING PANEL AND TILE UNITS SHALL BE SO ARRANGED THAT UNITS LESS THAN ONE-HALF WIDTH OR LENGTH DO NOT OCCUR UNLESS OTHERWISE DIRECTED BY THE REFLECTED CEILING PLANS OR JOB CONDITIONS. VARIATIONS MUST BE APPROVED IN WRITING.

2. ALL PANEL, TILE JOINTS AND EXPOSED SUSPENSION SYSTEMS SHALL BE STRAIGHT AND IN ALIGNMENT.

3. ALL FINISHED CEILINGS SHALL BE LEVEL TO 1/4 INCH IN 12 FEET AT THE TIME OF INSTALLATION.

4. PANEL AND TILE UNITS SHALL BE NEATLY SCRIBED AGAINST ABUTTING SURFACES AND TO ALL PENETRATIONS OR PROTRUSIONS WHEN MOLDINGS ARE NOT REQUIRED.

5. PANEL AND TILE UNITS SURROUNDING RECESSED TROFFER LIGHTS AND SIMILAR OPENINGS SHALL BE INSTALLED WITH A POSITIVE METHOD TO PREVENT MOVEMENT OR DISPLACEMENT OF THESE UNITS.

6. PANEL AND TILE UNITS SHALL BE INSTALLED IN A UNIFORM MANNER WITH JOINTS NEAT AND FITTED TO HAIRLINE JOINTS BETWEEN ADJOINING UNITS.

7. WALL MOLDINGS SHALL BE FIRMLY SECURED, CORNERS NEATLY MITERED OR CORNER CAPS USED, IF PREFERRED.

8. ALL SPAY WIRES TO BE TAUT AND TIED, BOTH ENDS WITH MINIMUM OF THREE TURNS IN 1" OF RUN. ALL SPAY WIRES SHALL BE INSTALLED IN LINE WITH ATTACHED COMPONENT.

9. ALL CEILING HANGER WIRES SHALL BE FASTENED TO STRUCTURAL MEMBERS OF THE FLOOR OR ROOF ABOVE. WOOD JOISTS - 1/4"Ø X 3 INCH-LONG CLOSED-EYE SCREWS W/ 1 INCH MIN PENETRATION INTO 2 INCH NOMINAL WOOD MEMBER, OR STAPLES WITH (3) NO. 9 WIRE GAGE STAPLES TO SIDE OF JOIST. FOR OPEN WEB JOISTS OR TRUSS, LOOP WIRE AROUND BOTTOM CHORD.

10. CHANGES IN CEILING PLANE ELEVATION SHALL BE PROVIDED WITH POSITIVE BRACING.

11. CABLE TRAYS AND ELECTRICAL CONDUITS SHALL BE INDEPENDENTLY SUPPORTED AND BRACED INDEPENDENTLY OF THE CEILING.

12. INSTALL SMOKE DETECTORS, SPEAKERS, FIRE SPRINKLERS, ETC. IN CENTER OF LAYIN PANELS AND TILE UNITS.

13. A HEAVY-DUTY T-BAR GRID SYSTEM SHALL BE USED. THE WIDTH OF THE PERIMETER SUPPORTING CLOSURE ANGLE SHALL BE NOT LESS THAN 2 INCHES. IN EACH ORTHOGONAL HORIZONTAL DIRECTION, ONE END OF THE CEILING GRID SHALL BE ATTACHED TO THE CLOSURE ANGLE. THE OTHER END IN EACH HORIZONTAL DIRECTION SHALL HAVE A 0.75-INCH CLEARANCE FROM THE WALL AND SHALL REST UPON AND BE FREE TO SLIDE ON A CLOSURE ANGLE.

14. CEILING FIXTURES SHALL BE SUPPORTED WITH SUPPLEMENTAL HANGERS WITHIN 6 INCHES OF EACH CORNER. FIXTURES MUST BE LOCATED TO AVOID ECCENTRIC LOADING OF MAIN RUNNERS AND CROSS SECTIONS. DEVICES TO LIMIT ROTATION MUST SUPPORT THE FIXTURE IN A MANNER THAT THE MAIN AND CROSS RUNNERS ARE LOADED SYMMETRICALLY RATHER THAN ECCENTRICALLY.

15. ENDS OF MAIN AND CROSS MEMBERS SHALL BE TIED TOGETHER TO PREVENT SPREADING WITH THE USE OF STABILIZER BARS OR OTHER APPROVED METHOD.

16. FOR CEILING AREAS EXCEEDING 144 SQ FT HORIZONTAL RESTRAINT OF THE CEILING TO THE STRUCTURE SHALL BE PROVIDED. THE HORIZONTAL RESTRAINTS SHALL BE DESIGNED TO MINIMIZE DIAPHRAGM LOADS. EXCEPTION: RIGID BRACES MAY BE USED INSTEAD OF DIAGONAL SPAY WIRES. BRACES AND ATTACHMENTS TO THE STRUCTURE ABOVE SHALL BE ADEQUATE TO LIMIT RELATIVE LATERAL DEFLECTIONS A POINT OF ATTACHMENT OF CEILING GRID TO LESS THAN 0.25 INCH FOR THE LOADS PRESCRIBED IN IBC.

17. FOR CEILING AREAS EXCEEDING 2,500 SQUARE FEET, A SEISMIC SEPARATION JOINT OR FULL HEIGHT PARTITION SHALL BE PROVIDED UNLESS ANALYSES ARE PERFORMED THAT DEMONSTRATE CEILING SYSTEM PENETRATIONS AND CLOSURE ANGLES PROVIDE SUFFICIENT CLEARANCE TO ACCOMMODATE THE ADDITIONAL MOVEMENT.

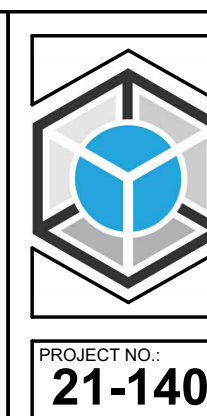
18. EXCEPT WHERE RIGID BRACES ARE USED TO LIMIT LATERAL DEFLECTIONS, SPRINKLER HEADS AND OTHER PENETRATIONS SHALL HAVE A 2-INCH (51 MM) OVERSIZE RING, SLEEVE OR ADAPTER THROUGH THE CEILING TILE TO ALLOW FOR FREE MOVEMENT OF AT LEAST 1 INCH IN ALL HORIZONTAL DIRECTIONS. ALTERNATIVELY, A SWING JOINT THAT CAN ACCOMMODATE 1 INCH (25 MM) OF CEILING MOVEMENT IN ALL HORIZONTAL DIRECTIONS SHALL BE PROVIDED AT THE TOP OF THE SPRINKLER HEAD EXTENSION.

F	07-28-22	NFC - REV F	CJK	KCM	
A-D	06-26-21	CONCEPT SITE PLANS	CJK	KCM	
NO.	DATE	REVISION	BY	CHK	APP

[illegible]

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PRESERVED** ®

Iridium AE		635 W 500 S, Suite 203 Salt Lake City, UT 84123 PHONE: (801) 974-5101 FAX: (801) 974-5102	
DRAWN BY:	CJK, WSH	DESIGN TEAM	
CHECKED BY:	KCM	KCM, CJK	
100% DRAWING SIZE:	24X36	PLOT DATE:	7/28/2022 4:45:24 PM
ISSUE DATE:	28 JULY 2022	TEMPLATE VERSION:	v02.21 STATUS: NOT FOR PERMIT



**EAGLE PLAZA
LOT 2, EAGLE
MOUNTAIN BUSINESS
CAMPUS - PLATE "C"**

REFLECTIVE CEILING PLAN

CLIENT PROJECT NO.	Dwg. No. A-701	REV F
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ROOF VENTILATION CALCULATIONS						NOTE: ☐ IF ROOF SLOPE IS 7:12 - 10:12, INCREASE NFA BY 20% ☐ IF ROOF SLOPE > 10:12, INCREASE NFA BY 30%			
ROOF		REQ'D NET FREE AREA (NFA) @ 1/300				OPTIONS			BUILDER
DESCR.	AREA					TYPE	NFA (TYP)	MIN. REQ'D	
OVERALL	1096 SF	3.66 SW FT (526 SQ IN)	HIGH EXHAUST	40% - 50%	210-263 SF IN	OTHER (WALL)	72 SQ IN	16 SQ IN	
			LOW INTAKE (SOFFIT)	50% - 60%	263-316 SF IN	UNDER EAVE			
						CONT			
					OTHER (WALL)				

ROOF VENTILATION CALCULATIONS						NOTE: ☐ IF ROOF SLOPE IS 7:12 - 10:12, INCREASE NFA BY 20% ☐ IF ROOF SLOPE > 10:12, INCREASE NFA BY 30%			
ROOF		REQ'D NET FREE AREA (NFA) @ 1/300				OPTIONS			BUILDER
DESCR.	AREA					TYPE	NFA (TYP)	MIN. REQ'D	
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						CONT			
					OTHER (WALL)				

ROOF KEYPED NOTES

LOCKED ROOF HATCH

ROOF DRAIN W/ OVERFLOW

TAPERED INSULATION

INSTALL (2) 6x12 SCREENED VENTS EA. END OF ROOF AREA

INSTALL (4) 6x12 SCREENED VENTS EA. LONG SIDE OF ROOF AREA.

INSTALL (1) 22" X 30" MIN. WEATHER RESISTANT METAL EXTERIOR ACCESS DOOR W/ KEYPED SECURE LOCKING MECHANISM. EA. END OF ROOF AREA.

- ## ROOF KEYPED NOTES

LOCKED ROOF HATCH

ROOF DRAIN W/ OVERFLOW

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ROOF DRAIN CALCULATIONS					RAINFALL: 1.5 IN
MARK	AREA	DIVISIONS	SF COVERED BY DRAIN	PIPE SIZE	DRAINS REQUIRED (PER DIVISION)
GROUP B	1666 SF	2	698 SF	2 IN	0

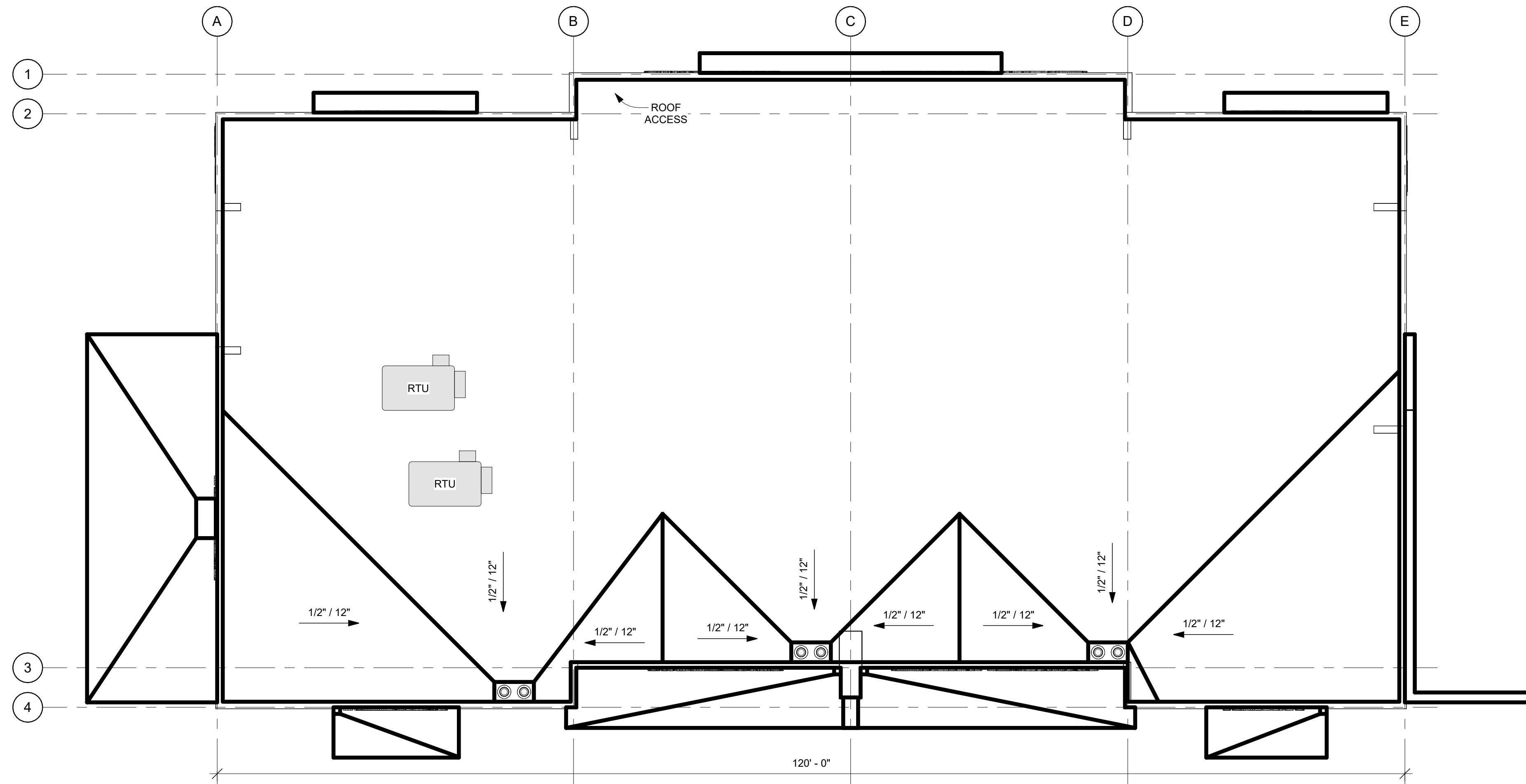
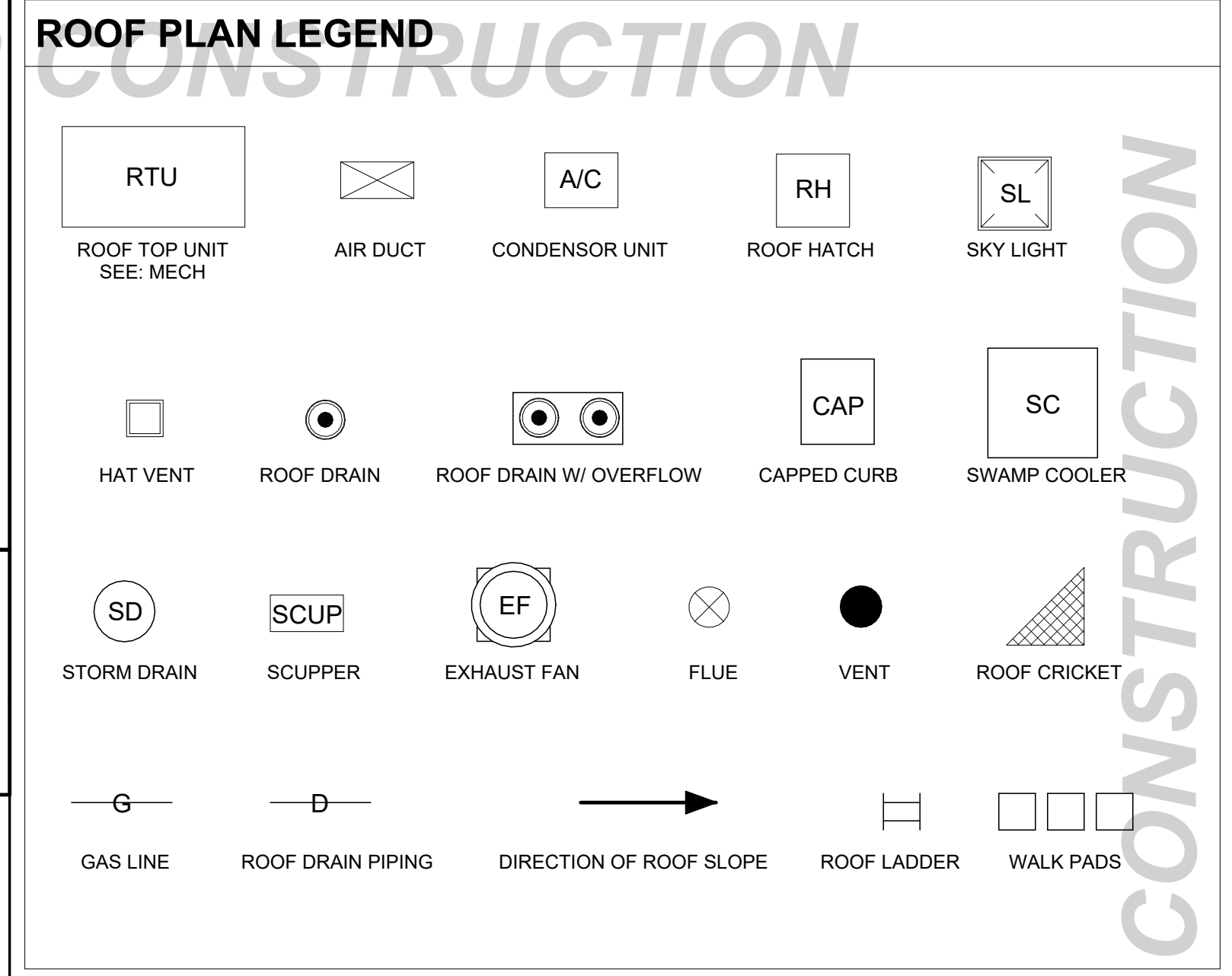
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MARK	AREA	DIVISIONS	SF COVERED BY DRAIN	PIPE SIZE	DRAINS REQUIRED (PER DIVISION)
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ROOF DRAIN CALCULATIONS					RAINFALL: 1.5 IN
MARK	AREA	DIVISIONS	SF COVERED BY DRAIN	PIPE SIZE	DRAINS REQUIRED (PER DIVISION)
GROUP B	1666 SF	2	698 SF	2 IN	0

ROOF PLAN LEGEND

 RTU ROOF TOP UNIT SEE: MECH	 AIR DUCT	 A/C CONDENSOR UNIT	 RH ROOF HATCH	 SL SKY LIGHT
 HAT VENT	 ROOF DRAIN	 ROOF DRAIN W/ OVERFLOW	 CAP CAPPED CURB	 SC SWAMP COOLER
 SD STORM DRAIN	 SCUP SCUPPER	 EF EXHAUST FAN	 FLUE	 VENT
 ROOF CRICKET				

 GAS LINE	 ROOF DRAIN PIPING	 DIRECTION OF ROOF SLOPE	 ROOF LADDER	 WALK PADS
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NOTE: CONTINUOUS RIDGE & SOFFIT VENTS RECOMMENDED. ROOF VENTILATION DEVICES NOT SHOWN

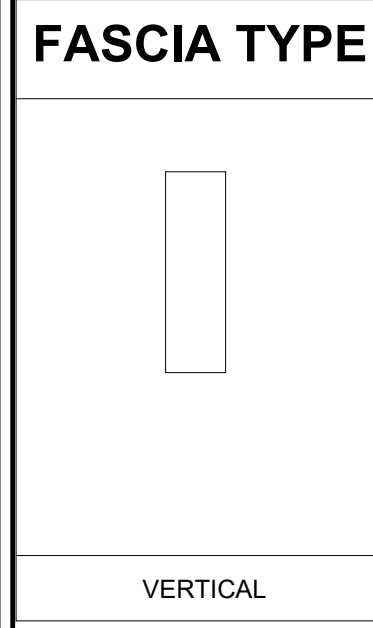
ROOF PLAN

ROOF PLAN

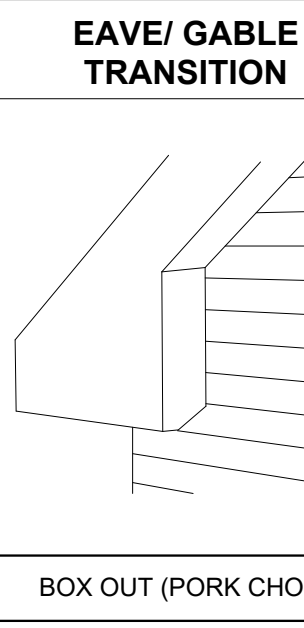
NO.	ROOF PLAN NOTES	CODE/ TOPIC
1.	CONTRACTOR MUST VERIFY ALL DIMENSIONS & CONDITIONS SHOWN ON THESE PLANS AND WITH THE BUILDING SITE PRIOR TO COMMENCING ANY WORK ON THIS PROJECT.	RUCTION / NOT FOR
2.	ROOFS SHALL NOT LEAK WATER	
3.	ROOFING: ROOFING WORKMANSHIP, INSTALLATION AND MATERIALS SHALL BE IN ACCORDANCE WITH ALL OF THE LATEST ADOPTED LOCAL AND STATE BUILDING CODE(S) AND ORDINANCES AS VERIFIED BY THE OWNER/CONTRACTOR. INSTALL MIN CLASS C ROOF COVERING.	
4.	UNLESS NOTED OTHERWISE MAINTAIN MINIMUM 3/8" / 12" SLOPE ON ALL FINISHED ROOF SURFACES.	
5.	MAINTAIN MINIMUM 1/8" / 12" VALLEY SLOPE.	
6.	DO NOT SET ANY EQUIPMENT, PLUMBING VENTS OR OTHER ROOF PENETRATIONS IN VALLEYS.	
7.	ALL ROOF AND OVERFLOW DRAINS TO BE A MINIMUM OF 4' FROM EXTERIOR WALLS.	
8.	PLUMBING VENTS SHALL BE MERGED TO LIMIT THE NUMBER OF ROOF PENETRATIONS.	
9.	EXTEND ALL CONDENSATE DRAINS TO ROOF DRAIN LINES WHERE NO OTHER OUTLET IS SHOWN. DO NOT EXIT CONDENSATE ONTO ROOF.	
10.	CURBS FOR ROOF TOP UNITS (RTU) TO BE INSTALLED PRIOR TO INSTALLATION OF ROOF MEMBRANE.	
11.	AT EACH ROOF OVERFLOW DRAIN EXIT (WHEN APPLICABLE)INSTALL 8"X8" SIGN WITH "IF WATER COMES OUT OF THIS DRAIN CHECK ROOF FOR BLOCKAGE OF MAIN DRAIN". PARAPET TOP HEIGHTS ARE NOMINAL DIMENSIONS. REFER TO WALL SECTIONS FOR ADDITIONAL INFORMATION.	
12.	VALLEY FLASHING: PROVIDE VALLEY FLASHING 28 GALVANIZED SHEET GAUGE (CORROSION-RESISTANT METAL) EXTENDING AT LEAST 11 INCH FROM CENTERLINE EACH WAY.	
13.	TRUSSES TO HAVE 12" "HIGH HEEL" U.N.O.	
14.	ROOF COVERINGS AND INSTALLED ASSEMBLES SHALL BE RATED FOR & LOCAL WIND LOADS.	
15.	INSTALL ROOF CRICKETS MATCH ROOF SLOPE AS REQ'D TO DEFLECT FLOW TO MAIN DRAINAGE AND TO ELIMINATE ANY POCKETS THAT MAY CATCH WATER.	

- | NO. | ROOF PLAN NOTES | CODE/ TOPIC |
|-----|--|---|
| 1. | CONTRACTOR MUST VERIFY ALL DIMENSIONS & CONDITIONS SHOWN ON THESE PLANS AND WITH THE BUILDING SITE PRIOR TO COMMENCING ANY WORK ON THIS PROJECT. | <div> <div></div> <div>RUCTION / NOT FOR</div> </div> |
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FASCIA TYPE
VERTICAL



BOX OUT (PORK CHOP)



ROOF FINISH MATERIALS	
ROOFING	ASPHALT SHINGLES
SOFFIT	VINYL
FASCIA	ALUMINUM
TYPE OF CONSTRUCTION (CH 6)	
- VB -	
MINIMUM CLASSIFICATION (T1505.1)	

ROOF FINISH MATERIALS	
ROOFING	ASPHALT SHINGLES
SOFFIT	VINYL
FASCIA	ALUMINUM
TYPE OF CONSTRUCTION (CH 6)	
- VB -	
MINIMUM CLASSIFICATION (T1505.1)	

ROOF DATA				
ROOF SLOPE		OVERHANG		FASCIA HEIGHT
		EAVE	GABLE	
HIP	9:12	8"	8"	10"
GABLE	12:12	12"	12"	6"
FLAT ROOF SLOPE TO DRAIN	3/8":12"			
	1/8:12			

ROOF DATA				
ROOF SLOPE		OVERHANG		FASCIA HEIGHT
		EAVE	GABLE	
HIP	9:12	8"	8"	10"
GABLE	12:12	12"	12"	6"
FLAT ROOF SLOPE TO DRAIN	3/8":12"			
	1/8:12			

**NOT FOR
CONSTRUCTION**

F	07-28-22	NFC - REV F	CJK	KCM	
A-D	06-26-21	CONCEPT SITE PLANS	CJK	KCM	
NO.	DATE	REVISION	BY	CHK	APP

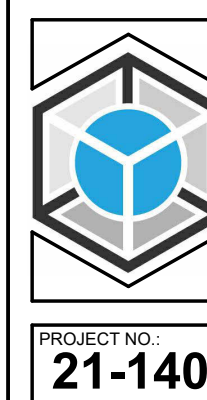
ROOF PLAN DETAILS	A-580'S
REFERENCE DRAWINGS	NUMBER

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Iridium AE

Iridium AE

DRAWN BY: CJK, WSH		DESIGN TEAM	
CHECKED BY: KCM		KCM, CJK	
100% DRAWING SIZE: 24X36		PLOT DATE:	7/28/2022 4:45:24 PM
ISSUE DATE: 28 JULY 2022	TEMPLATE VERSION:	v02.21	STATUS: NOT FOR PERMIT



PROJECT NO.:
21-140

**EAGLE PLAZA
LOT 2, EAGLE
MOUNTAIN BUSINESS
CAMPUS - PLATE "C"**

ROOF PLAN

CLIENT PROJECT NO.	Dwg. No. A-800	REV F
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**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	Comprehensive Marketing Plan - REDKOR Brands, LLC		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$43,671		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tyler Maffitt, Admin

PRESENTED BY:

Tyler Maffitt

RECOMMENDATION:

Staff recommends the City Council approve the bid award for the Comprehensive Marketing Plan to RedKOR Brands, LLC in the amount of \$43,671 and authorize the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City has lasted 13 years without updating its branding. Many will agree that Eagle Mountain is not the same community. As a result, different goals and objectives have been adopted. A City's branding standards should align with that new identity while anticipating the future. Not only that, but branding can help communities and organizations achieve specific goals and outcomes. Staff recently underwent an RFP process for possibly rebranding Eagle Mountain City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Marketing Plan Agreement - REDKOR Brands](#)

EAGLE MOUNTAIN CITY CONTRACT FOR SERVICES

This contract and all attachments are public record.

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

REDKOR Brands, LLC

Name

2615 Canyon Road

Address

Springville, UT 84663

City, State ZIP

LEGAL STATUS OF CONTRACTOR

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

Contact Name: Rushford Lee

Phone Number: 801-372-0213

Email: rushford@redkorbrands.com

Vendor Number: 6022501

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME:**

Comprehensive Marketing Plan

3. **CONTRACT PERIOD:**

Effective Date: May 2, 2023

Project Completion Deadline (Contractor will complete the Scope of Work on or before): Sept. 30, 2023

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): Oct. 31, 2023

Renewal Options (if applicable):

Eagle Mountain City Project Manager Signature:

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

- a. Total Contract Cost: \$43,671 GL Account No:
- b. Is this project a budgeted project: ☒ Yes ☐ No
- c. Is this a fixed-price contract: ☒ Yes ☐ No

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

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Insurance

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

Marcus Draper
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name: _____

Title: _____

ATTACHMENT A:
STANDARD TERMS AND CONDITIONS FOR SERVICES

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

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **“Confidential Information”** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **“Contract”** means the Contract including all referenced attachments and documents incorporated by reference. The term “Contract” may include any purchase orders that result from this Contract.
 - c) **“Consultant”** means the individual or entity delivering the Services identified in this Contract. The term “Consultant” shall include Consultant’s agents, officers, employees, and partners.
 - d) **“Services”** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - e) **“Proposal”** means Consultant’s response to Eagle Mountain’s Solicitation.
 - f) **“Solicitation”** means the documents used by Eagle Mountain to obtain Consultant’s Proposal.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant’s performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Consultant’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.
7. **INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant

herein shall be the total compensation payable hereunder by Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:
- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
 - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
 - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
 - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
 - (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
 - (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

Policies referred to in 9(a) and 9(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of

federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle

Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other design professionals.
19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against

Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
31. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.
32. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

33. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
34. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK/COST SCHEDULE

Tab 3 - COST PROPOSAL

<u>Name</u>	<u>Price</u>	<u>Qty.</u>	<u>Subtotal</u>
☒ City Council Audit - Rushford Work with Eagle Mountain key people to help us better understand the project.	\$1,995.00	1	\$1,995.00
☒ Public Research Audit. REDKOR will survey 150 -250 customers who are "demographically targeted". We will work with Eagle Mountain to administer the survey.	\$3,800.00	1	\$3,800.00
☒ City Branding messaging. Translating research into design REDKOR will translate the research information into creative concepts for the brand. This will include 2-4 creative concepts.	\$9,650.00	1	\$9,650.00
☒ Develop Messaging and key Pillars REDKOR will take the final 2-3 concepts and test them with a city group defined by the Eagle Mountain team. Eagle Mountain will administer the survey, define the group, and help in the survey process.	\$4,800.00	1	\$4,800.00
☒ Development of Website templates and programming With information from the design testing, REDKOR will develop final concepts.	\$3,487.00	1	\$3,487.00
☒ City Brand extended to Graphic and elements REDKOR will define additional graphic elements that will help establish the brand. These are defined in the Executive Overview section of this proposal.	\$6,800.00	1	\$6,800.00
Touchpoints			

<u>Name</u>	<u>Price</u>	<u>Qty</u>	<u>Subtotal</u>
☒ Define additional elements to extend the messaging A Playbook Defines all elements for the corporate brand.	\$2,950.00	1	\$2,950.00
☒ Extension and Development of branding and messaging	\$4,700.00	1	\$4,700.00
☒ Branding Playbook	\$5,489.00	1	\$5,489.00
Travel for three face-to-face meetings REDKOR will work with Eagle Mountain to schedule and arrange for travel for 3 face to face meetings. Other specific meetings will be done through online communications. This travel can be arranged through Eagle Mountain to keep costs and housing to a minimum.	\$0.00	1	\$0.00

Subtotal	\$43,671.00
Total	\$43,671.00

Timeline

This timeline is a rough outline of timing. Once the project is started a refined timeline will be submitted. The days below are calculated as business days.

<u>DATE</u>	<u>Task</u>
Day 1	Contract Signing
Day 4	City "Brand Team" Audit
Day 9	Present Audit findings, emotional map, etc.
Day 12	City Council Audit
Day 18	Present City Council Audit & Emotional Map
Day 21	Public Research Audit starts
Day 29	Present Public Research
Day 30	City Branding and messaging starts. Developing new brand mark
Day 40	Present first round of branding concepts and messaging
Day 41	Start second round of brand concepts and extend the brand messaging
Day 46	Present second round of brand research choose 3 concepts to test.
Day 52	Present Design Research
Day 58	Present Finalized Brand and Messaging Concepts
Day 85	Present Extension of brand to touch points (See Executive Overview)
Day 85	Start Extend the brand to other city departments and additional messaging
Day 85	Add to the messaging from the first round and put into specific elements
Day 95	Present final PlayBook
Day 98	Final Delivery

ATTACHMENT C:

INSURANCE



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	Intersection Improvements Project - Oak Hollow Electric Company		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$1,083,350 + 5% Contingency, totaling \$1,137,517.50		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council award the bid for the intersection improvements project to Oak Hollow in the amount of \$1,137,517.50 and authorize the Mayor to sign the agreement.

BACKGROUND:

Eagle Mountain has solicited construction proposals for the signal lights at Woodhaven Boulevard, Stonebridge Parkway, Majors Street and the intersection of Pony Express and Ranches Parkway. The Pony Express intersection includes the lengthening of the left turn lane from eastbound Pony Express to northbound Ranches Parkway as well as a reconfiguration of the existing island on the south end of the intersection to improve the turn movements from westbound Pony Express to southbound Ranches Parkway.

Oak Hollow was the apparent low bidder at \$1,083,350.00 and staff recommends to award the bid to Oak Hollow with a 5% contingency for a total of \$1,137,517.50. Below are the breakdowns of the two bids the City received.

<u>Geneva Rock</u>	<u>1,729,801.00</u>
Bid schedule 1	510,292.00
Bid schedule 2	581,529.00
Bid schedule 3	408,570.00
Bid schedule 4	229,410.00
<u>Oak Hollow</u>	<u>1,083,350.00</u>
Bid schedule 1	337,875.00

Bid schedule 2	384,420.00
Bid schedule 3	255,963.00
Bid schedule 4	105,092.00

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Intersection Improvements Project - Oak Hollow](#)

EAGLE MOUNTAIN CITY CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 2nd day of May, 20 23, by and between Eagle Mountain City, Utah, a Utah municipal corporation (hereinafter "the City"), and Oak Hollow Electric Company, which is a (*check one*) ☐ Corporation ☐ Partnership ☐ Sole Proprietorship (hereinafter "Contractor").

PURPOSE: For the project known as the Eagle Mountain Intersection Improvement Project (hereinafter "Project"), which consists of the following:

Installation of traffic signals at Majors St and Eagle Mountain Blvd, Woodhaven and Pony Express Pkwy and Stonebridge Dr and Ranches Pkwy, the lengthening of left turn lane from EB Pony Express Pkwy to NB Ranches Pkwy, the reconfiguration of the left turn lane island for NB Ranches Pkwy to WB Pony Express Pkwy, and the left turn lane island for SB Ranches Pkwy to EB Pony Express Pkwy.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and the payments to the Contractor by the City the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: None, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully

discharged and a ten percent (10%) fee for administering such claims.

- B. STANDARDS OF WORKMANSHIP.** Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where City specifications exist (for example: asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.
- C. INSPECTION AND TESTING.** All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

- D. WARRANTY.** Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City a payment and performance bond satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

- A.** Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- B.** Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability.
- C.** Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

- D. Workers Compensation insurance** written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

The City shall be named as an additional insured on the insurance policy and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of \$ 1,083,350.00 _____ for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

This Project, including the additive alternates awarded in Section 1, if any, is awarded in whole to the Contractor; the City will accept the Project in whole. However, nothing contained herein shall prevent the City from reducing the work to be done under this Agreement pursuant to Section 8 herein, nor shall anything herein be construed to require that Contractor be awarded any of the additive alternates bid by the Contractor, or change order(s). The City retains the right to award any of the additive alternates or change order(s), or any part of them, to other contractors at any time, except those awarded to the Contractor in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

- A. RETAINAGE.** The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest-bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all

payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

- B. FINAL PAYMENT.** Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by 10/23/2023. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City-caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City Liquidated damages as specified in the Information for Bidders of the specifications. The parties agree that the daily liquidated damages provided for herein are reasonable and fair and are not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to

exceed 5% of the sum total of Items 1-3, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, every dispute concerning a question of fact arising under this Agreement which is not settled by Agreement between the parties shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains and is not dismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains un-dismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Utah County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or

come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in part by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to

7:00 p.m. Monday through Saturday unless otherwise specified. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed.

SECTION 21. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and City in performing this Agreement.

SECTION 22. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 23. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 24. PROJECT MANAGER/ENGINEER. The Project Manager/ Engineer for this Project is Christopher T. Trusty, City Engineer, or such other person designated by the City to the Contractor orally or in writing.

SECTION 25. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: Oak Hollow Electric Company

Attention: Travis Lee, travis@oakhollowelectric.com

Address: PO Box 71099

City, State, ZIP: Salt Lake City, UT 84171

or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 26. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 27. DISPUTE RESOLUTION. The parties agree to attempt in good faith to resolve all disputes arising between them first through expedited mediation (not to exceed seven business days from the receipt by a party of a notice of request for mediation) and, if mediation is not successful, through negotiated settlement or court action. In the event that the actions of one party will cause or are causing the other immediate irreparable injury requiring temporary injunctive relief and the acting party is unwilling to suspend its planned or existing activity to allow for expedited mediation, the aggrieved party may file suit and seek such temporary injunctive relief in a court with jurisdiction over the subject matter of the dispute. Dispute resolution under this section shall be initiated by service by one party upon the other of a written notice and request to mediate, identifying the subject matter of the dispute and the nature of the relief sought. Unless otherwise agreed in writing at the time of mediation, mediation shall be conducted through and under the mediation rules of the American Arbitration Association.

The parties agree to submit all disputes not resolved by mediation to binding arbitration under the construction industry arbitration rules of the American Arbitration Association and the Utah Uniform Arbitration Act.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

EAGLE MOUNTAIN CITY

Mayor Tom Westmoreland

ATTEST:

APPROVED AS TO FORM:

Fionnuala Kofoed, City Recorder

Marcus Draper, City Attorney

CONTRACTOR

Company Name

Signature – *must be notarized*

Printed Name

Title

Utah Contractor License Number

STATE OF UTAH)
) ss
COUNTY OF UTAH)

On this _____ day of _____, 20 _____, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence, did say that he/she is the _____ of _____ by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said business executed the same.

Notary Public

TAB 3: COST PROPOSAL

BID SCHEDULE 1 (EAGLE MOUNTAIN BLVD AND MAJORS STREET)

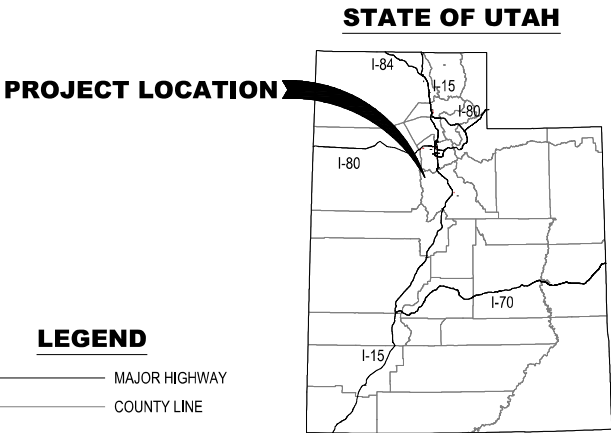
<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Project					
1	MOBILIZATION	1	LS	10,800	10,800.00
2	TRAFFIC CONTROL	1	LS	9,375	9,375.00
3	PAVEMENT MESSAGES	6	EA	52	312.00
4	PAVEMENT MARKINGS – 8" SOLID WHITE LINE	56	LF	9	504.00
5	W6-1 36"X36" SIGN, SIGN POST, AND FOUNDATION	1	EA	830	830.00
6	TRAFFIC SIGNAL MATERIALS PER ATTACHED MATERIALS SCHEDULE	1	LS	212,455	212,455.00
7	TRAFFIC SIGNAL INSTALLATION	1	LS	91,699	91,699.00
8	TRAFFIC SIGNAL POWER MATERIALS	1	LS	11,900	11,900.00
	BID SCHEDULE TOTAL (1-8)				\$337,875.00
BID SCHEDULE TOTAL (IN WORD FORM)					
THREE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE					

EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN BLVD AND MAJOR ST

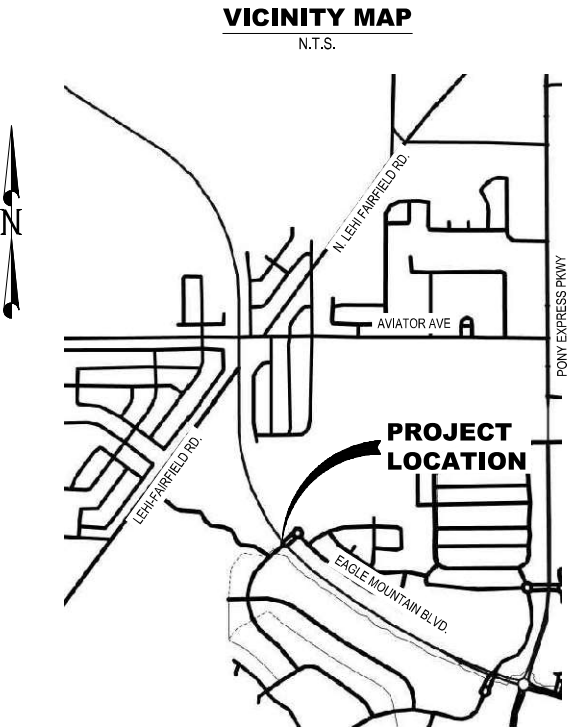
SIGNAL

CONSTRUCTION PLANS



EAGLE MOUNTAIN BLVD.
EAGLE MOUNTAIN, UT 84005

ISSUE DATE: DEC. 5, 2022



PROJECT VICINITY MAP
N.T.S.

Sheet List Table

Sheet Number	Sheet Title
G001	TITLE SHEET
G002	GENERAL SHEET
SG101A	SIGNAL PLAN
SG101B	SIGNAL PLAN
SG501	SIGNAL SCHEDULES
SG102A	FUTURE SIGNAL PLAN

File Path: P:\2022-0356 Eagle Mountain-Major Street&Eagle Mtn Signal Design\Drawings\Sheets\G001 TITLE SHEET AND GENERAL SHEET.dwg Dec 05, 2022 - 4:40pm

RECORD OF REVISIONS			

IF THE ABOVE SCALE BAR DOES NOT MEASURE 1-INCH IN LENGTH, DO NOT USE THIS DRAWING FOR SCALING PURPOSES. DIMENSIONS AND MEASUREMENTS SPECIFIED IN THE DRAWING TAKE PRECEDENCE TO SCALED MEASUREMENTS.

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF CRS ENGINEERS AND IS NOT TO BE REPRODUCED, MODIFIED OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY AGREEMENT WITH CRS ENGINEERS.

PRINCIPAL J. BALE
PROJECT MANAGER G. NELSON, PE
CHECKED BY K. FOSTER
DRAWN BY B. ARAYA
DRAWING SCALE 1" = 20'
ISSUE DATE 12/5/2022

C

R

S

CRS ENGINEERS

Answers to Infrastructure®

PO Box 280 | 160 S Main, Ste 200 | Farmington, UT 84025 | P: 801.939.5565 | www.crsengineers.com

EAGLE MOUNTAIN CITY
EAGLE MOUNTAIN BLVD AND MAJOR ST SIGNAL
TITLE SHEET

EAGLE MOUNTAIN BLVD.

EAGLE MOUNTAIN, UT 84005



PROJECT NUMBER 2022-0356	
SHEET 1	OF 6
SHEET NUMBER G001	

THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE SATISFIED AS TO THEIR TRUE MEANING AND INTENT AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH.

GENERAL NOTES:

- 1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.
- 2) CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED ABOVE AND WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES 5 DAYS PRIOR TO A PRE-CONSTRUCTION MEETING:

OWNER:	EAGLE MOUNTAIN CITY 1650 STAGECOACH RUN EAGLE MOUNTAIN, UT PHONE: (801) 789-8600 CONTACT: CHRIS TRUSTY
ENGINEER:	CRS ENGINEERS 4246 SOUTH RIVERBOAT ROAD, SUITE 200 SALT LAKE CITY, UTAH 84123 PHONE: (801) 359-5565 FAX: (801) 359-4272 CONTACT: GREG NELSON

- 3) IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
- 4) WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- 5) THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR, IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE.
- 6) THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE, AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT, AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN CONSTRUCTION OF PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR SAFETY CONDITIONS, WHICH CONDITIONS COULD BE HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHTS-OF-WAY, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.
- 8) CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHTS-OF-WAY OR EASEMENTS FROM EAGLE MOUNTAIN. CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMENCING THE WORK, OR AS REQUIRED BY SAID PERMITS.
- 9) THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND, THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS.
- 10) CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT,

THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.

- 11) THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.
- 12) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.
- 13) THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.
- 14) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.
- 15) THE CONTRACTOR AGREES THAT:

A) THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH DAY.

B) THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C) THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D) THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E) THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND RE-INSPECTIONS AT THEIR OWN EXPENSE.
- 16) THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE AND GROSS NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- 17) DUST CONTROL SHALL BE PROVIDED AT ALL TIMES, AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF EAGLE MOUNTAIN.
- 18) WHEN CONSTRUCTION STAKING IS REQUIRED THE CONTRACTOR SHALL NOTIFY THE ENGINEER/LAND SURVEYOR 1 WEEK IN ADVANCE OF THE NEED FOR STAKING, ANY STAKING REQUESTED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS THAT IS ABOVE AND BEYOND STANDARD STAKING NEEDS, INCLUDING RE-STAKING WILL BE SUBJECT TO A CONTRACTOR CHANGE ORDER AND THE IMPACT COSTS OF WORK PERFORMED
- 19) FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION.
- 20) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- 21) IF EXISTING FEATURES NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FEATURES FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING FEATURES SHALL BE INCLUDED IN THE BID PRICE FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT.
- 22) THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF

- FULL-SIZE AS-BUILT DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL FACILITIES. AS-BUILT DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
- 23) WORK IN EASEMENT AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID EASEMENT AND/OR RIGHTS-OF-WAY.
- 24) NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.
- 25) FURNISH, MAINTAIN, AND RESTORE ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- 26) PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH CITY, COUNTY, AND STATE REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- 27) FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
- 28) TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS.
- 29) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- 30) ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.
- 31) STRIPING WILL BE PER THE PLANS AND/OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. STRIPING TO INCLUDE HANDICAP INSIGNIAS, SIGNS, CROSS-HATCHING, DIRECTION ARROWS, ETC. AS SHOWN OR AS DIRECTED.

GENERAL CLEARING AND GRADING NOTES:

- 1) CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.
- 2) CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH EAGLE MOUNTAIN STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS. EROSION, SEDIMENT, RE-VEGETATION REQUIREMENTS, AND THE SWPP PLAN AS REQUIRED BY THE STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY AND DIVISION OF AIR QUALITY.
- 3) SEDIMENTATION BMP'S SHOWN ON THE EROSION CONTROL AND SEDIMENT CONTROL PLANS (STORM WATER POLLUTION PREVENTION PLAN) TO BE INSTALLED WITHIN THE SAME WORKING DAY THE LAND DISTURBANCE OCCURS.
- 4) DUST CONTROL BMP'S ARE TO BE ON SITE AND IMPLEMENTED AS SOON AS LAND DISTURBANCE OCCURS.
- 5) THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY CRS ENGINEERS. IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, STOP WORK AND CONTACT CRS ENGINEERS. WORK IS TO REMAIN STOPPED UNTIL THE ENGINEER PROVIDES A WRITTEN NOTICE TO RESUME WORK.
- 6) THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE STREETS, STORM DRAINS, CHANNELS, DITCHES, AND SWALES FREE FROM DEBRIS, SOIL, MUD, OR OTHER MATERIAL THAT WOULD CAUSE A PUBLIC SAFETY CONCERN OR VIOLATE ANY CITY, STATE, OR FEDERAL LAWS.
- 7) BMP'S ARE TO BE IN PLACE AND MAINTAINED UNTIL WRITTEN NOTIFICATION IS RECEIVED FROM EAGLE MOUNTAIN.
- 8) IF DISTURBANCE OCCURS OUTSIDE THE LIMITS OF DISTURBANCE, WORK WILL STOP AND REMAIN STOPPED UNTIL A WRITTEN RESPONSE IS RECEIVED FROM THE ENGINEER.
- 9) THE CONTRACTOR SHALL REMOVE ALL VEGETATION AND DELETERIOUS MATERIALS FROM THE SITE UNLESS NOTED OTHERWISE.
- 10) NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER.

GENERAL UTILITY NOTES

- 1) THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR

- FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.
- 2) START AT THE LOW END OF ALL GRAVITY FED LINES AND WORK UPHILL. FAILURE TO COMPLY WITH THIS NOTE SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.
- 3) CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.
- 4) STORM DRAIN - SEE EAGLE MOUNTAIN STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE STORM DRAIN & APPURTENANCES WITHIN THE PUBLIC RIGHT-OF-WAY AS SHOWN ON THIS PLAN. SEE THE DETAILS PROVIDED ON THIS SET OF DRAWINGS FOR ALL OTHER STORM DRAIN CONSTRUCTION. APWA STANDARDS WILL BE USED IN THE ABSENCE OF ANY STANDARDS AND DETAILS.
- 5) ALL DIMENSIONS AND GRADES OF EXISTING STORM DRAIN PIPES, BOX CULVERTS, STRUCTURES, ETC. SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- 6) THESE PLANS SHOW THE LOCATION OF POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES, BUT ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING DRY UTILITIES, NOR FOR ANY NEW DRY UTILITY STUBS. CONTRACTOR IS TO SUBMIT SITE PLAN TO DRY UTILITIES FOR DESIGN OF SERVICE CONNECTIONS TO BUILDING. ACTUAL CONSTRUCTION OF SAID SERVICES TO BE DONE BY RESPECTIVE UTILITY PROVIDERS.
- 7) VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POT HOLING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POTHOLE UTILITIES THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.
- 8) ALL DIMENSIONS, GRADES, AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- 9) NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- 10) ALL EXISTING MANHOLES, WATER VALVES, CLEAN OUTS, ETC., ARE TO BE RAISED OR LOWERED TO GRADE.

ABBREVIATIONS

APPROX	APPROXIMATE	LIN.	LINEAR
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	LP	LOW POINT
		MAX	MAXIMUM
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MEG	MATCH EXISTING GRADE
		MIN	MINIMUM
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	MJ	MECHANICAL JOINT
		N	NORTH
AWWA	AMERICAN WATER WORKS ASSOCIATION	N/A	NOT APPLICABLE
		NIC	NOT IN CONTACT
BF	BLIND FLANGE	NO	NUMBER
BLDG	BUILDING	NTS	NOT TO SCALE
C	CHORD LENGTH	OC	ON CENTER
C TO C	CENTER TO CENTER	OD	OUTSIDE DIAMETER
CB	CHORD BEARING	OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
CI	CAST IRON	PE	PLAIN END
CL	CLASS	PG	PAGE
CLR	CLEAR	PI	POINT OF INTERSECTION
CMP	CORRUGATED METAL PIPE	PJDI	PUSH-ON JOINT
CO	CLEANOUT		DUCTILE IRON
CONC	CONCRETE	PSF	POUNDS PER FOOT
DI	DUCTILE IRON	PSI	POUNDS PER SQUARE
DIM	DIMENSION		INCH
E	EAST	PUE	PUBLIC UTILITY
EA	EDGE OF ASPHALT		EASEMENT
EG	EXISTING GRADE	PVC	POLYVINYL CHLORIDE
EL	ELEVATION	RCP	REINFORCED CONCRETE
ELEV	ELEVATION		PIPE
EP	EDGE OF PAVEMENT	R	RADIUS
EW	EACH WAY	R	RIGHT
EX	EXISTING	RJ	RESTRAINED JOINT
FG	FINISH GRADE	S	SOUTH
FH	FIRE HYDRANT	SEC	SECTION
FL	FLOWLINE	SS	SANITARY SEWER
FLG	FLANGE	STA	STATION
FT.	FEET	T	TOP
HDPE	HIGH DENSITY POLYETHYLENE PIPE	TB	THRUST BLOCK
	HORIZONTAL	TBA	TO BE ABANDONED
HORIZ	HIGH POINT	TBC	TOP BACK CURB
HP	INSIDE DIAMETER	TC	TOP OF CONCRETE
ID	INVERT ELEVATION	TYP	TYPICAL
IE	INVERT	UDOT	UTAH DEPARTMENT OF TRANSPORTATION
INV	IRON ROD	VERT	VERTICAL
IR	IRRIGATION	W	WATER
IRR	LEFT	W	WEST
L	LENGTH	W/	WITH
LBS	POUNDS	WWF	WELDED WIRE FABRIC
L.F.	LINEAR FEET		

UTILITY CONTACT INFORMATION				
UTILITY COMPANY	POINT OF CONTACT	PHONE NUMBER	E MAIL	NOTES
ROCKY MOUNTAIN POWER	DEL EDWARDS	801-331-6568	DEL.EDAWRDS@ROCKYMOUNTAINPOWER.NET	WORK ORDER NUMBER: 8274517

RECORD OF REVISIONS				

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PROJECT:	J. SALE
PROJECT MANAGER:	G. NELSON, PE
DESIGNED BY:	K. FOSTER
DRAWN BY:	B. ARAYA
DRAWING SCALE:	1" = 20'
DATE:	12/5/2022

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EAGLE MOUNTAIN CITY
EAGLE MOUNTAIN BLVD AND MAJOR ST SIGNAL
GENERAL INFORMATION

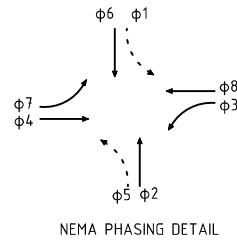
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EAGLE MOUNTAIN, UT 84005

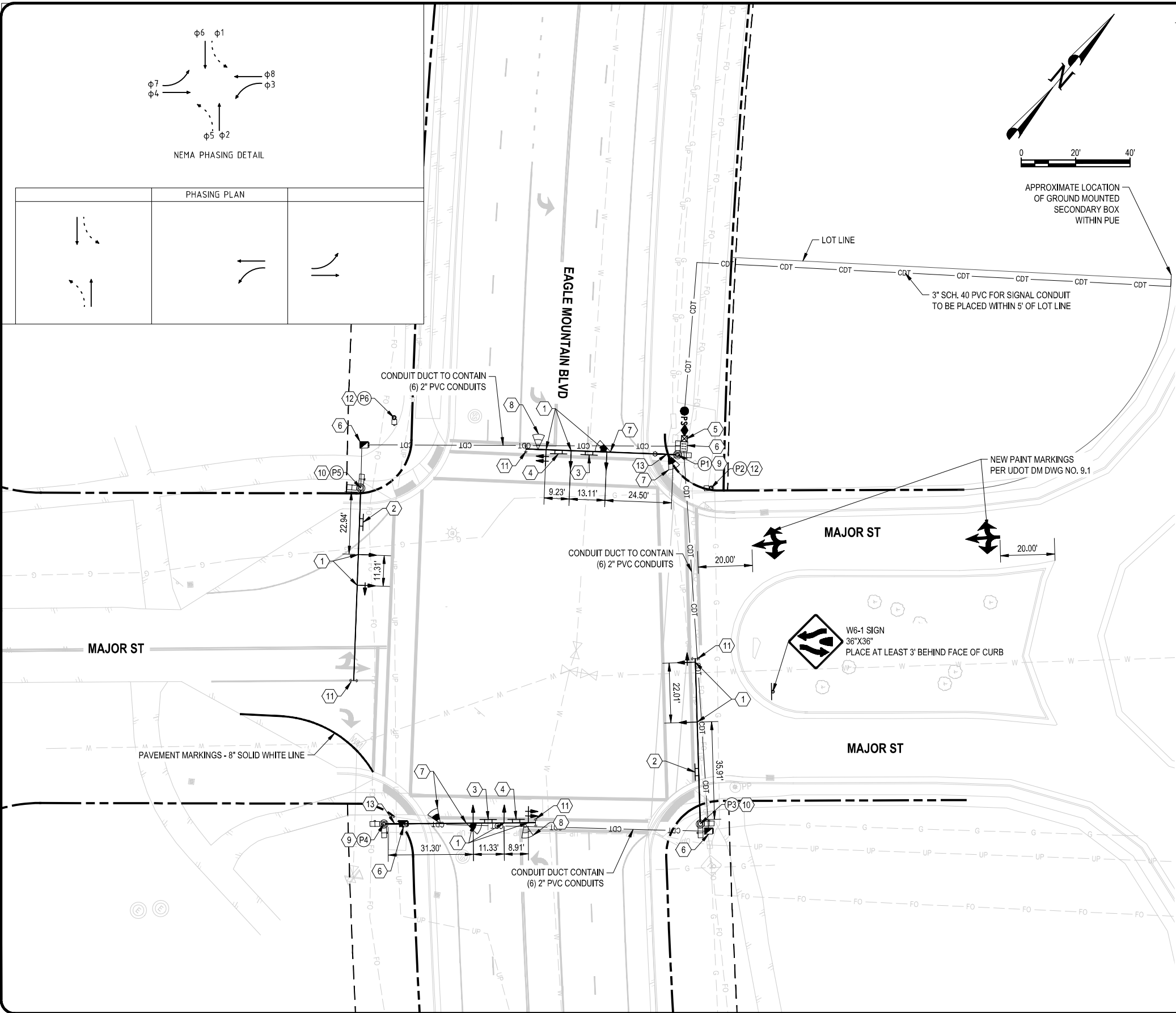
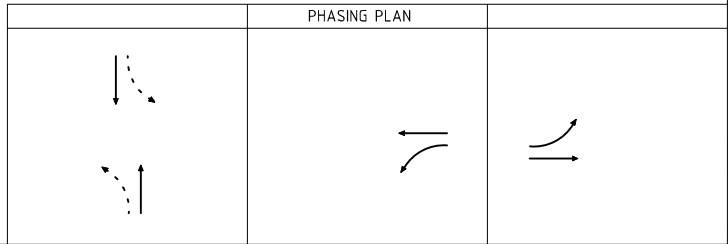


PROJECT NUMBER 2022-0356	
SHEET 2	OF 6
SHEET NUMBER G002	

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PHASING PLAN



POLE SCHEDULE

POLE ID.	NORTHING	EASTING	MAST ARM LENGTH	LUMINAIRE HEIGHT	LUMINAIRE ARM LENGTH	FOUNDATION BASE ELEVATION	REMARKS
P1	7282937.57	1493520.38	55'	30'	10'	SEE NOTE 9	SIGNAL POLE, PEDESTRIAN SIGNAL HEAD, AND PUSH BUTTON
P2	7282936.16	1493537.69	N/A	N/A	N/A	SEE NOTE 12	5' PEDESTRIAN POLE, PUSH BUTTON
P3	7282839.08	1493613.94	60'	N/A	N/A	SEE NOTE 9	SIGNAL POLE, PEDESTRIAN SIGNAL HEAD, AND PUSH BUTTON
P4	7282764.36	1493524.90	55'	30'	10'	SEE NOTE 9	SIGNAL POLE, PEDESTRIAN SIGNAL HEAD, AND PUSH BUTTON
P5	7282853.40	1493439.11	70	N/A	N/A	SEE NOTE 10	SIGNAL POLE, PEDESTRIAN SIGNAL HEAD, AND PUSH BUTTON
P6	7282881.09	1493431.83	N/A	N/A	N/A	SEE NOTE 12	5' PEDESTRIAN POLE, PUSH BUTTON

SIGNAL PLAN LEGEND

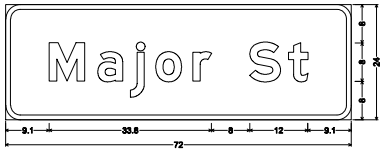
- VIBRATION MITIGATOR
- RADAR DETECTION, DILEMMA ZONE
- RADAR DETECTION, STOP BAR
- PEDESTRIAN SIGNAL HEAD WITH PUSH BUTTON
- PEDESTRIAN SIGNAL HEAD NO PUSH BUTTON
- PEDESTRIAN SIGNAL HEAD WITH PUSH BUTTON
- UNDERGROUND SERVICE PEDESTAL (USP)
- TRAFFIC SIGNAL CONTROLLER CABINET
- TYPE B JUNCTION BOX
- TYPE C JUNCTION BOX
- TYPE I-3 SECTION SIGNAL HEAD ASSEMBLY
- TYPE IV-4 SECTION SIGNAL HEAD ASSEMBLY
- TYPE VI-4 SECTION SIGNAL HEAD ASSEMBLY
- POWER SOURCE (COORDINATE WITH ROCKY MOUNTAIN POWER)
- SIGNAL POLE LUMINAIRE EXTENSION WITH VERTICAL ATTACHMENT

SIGNAL PLAN KEYED NOTES

- INSTALL STATE FURNISHED SIGNAL HEADS, BACKPLATES, AND BRACKETS. CENTER SIGNAL HEADS OVER LANES
- "EAGLE MOUNTAIN BLVD" SIGN, PLACE AS SHOWN
- "MAJOR ST" SIGN, PLACE AS SHOWN
- SIGN "R10-12" LEFT TURN YIELD ON GREEN
- CONTROLLER AND CABINET WITH FOUNDATION
- JUNCTION BOX TO BE PLACED WITH CONSIDERATION OF SIGNAL POLE LOCATIONS
- MOUNT STOP BAR RADAR DETECTION SYSTEM A MINIMUM OF 20 FT FROM THE DOUBLE YELLOW LINE
- MOUNT DILEMMA ZONE RADAR DETECTION SYSTEM ON END OF MAST ARM
- SIGNAL MAST ARM POLE WITH SIGNAL POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 2A. FOUNDATION - 3'X12' (25' TO 65' MAST ARM)
- SIGNAL MAST ARM POLE WITH SIGNAL POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 2B. FOUNDATION - 3'X14' (70' TO 75' MAST ARM)
- INSTALL VIBRATION MITIGATOR DEVICE AS CLOSE TO THE END OF THE MAST ARM AS POSSIBLE
- 5.5' PEDESTRIAN PUSH BUTTON POLE WITH SLIP BASE
- INSTALL SIGNAL POLE LUMINAIRE EXTENSION WITH 7'-6" VERTICAL ATTACHMENT AND 10' LUMINAIRE ARM PER 2023 UDOT STANDARD DRAWING SL 2A, SL 2B, AND SL 5A

SHEET NOTES

- THE ENGINEER HAS MADE AN EXTENSIVE EFFORT TO LOCATE ALL EXISTING UTILITY LINES FROM RECORDS PROVIDED BY OTHERS AND EVIDENCE IN THE FIELD. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
- PROVIDE A 18.5 FT MINIMUM AND 21.0 FT MAXIMUM CLEARANCE FROM THE BOTTOM OF SIGNAL HEAD CLOSEST BACKPLATE TO THE HIGHEST POINT OF THE ROADWAY SURFACE TO TOP OF PAVEMENT.
- INSTALL 3-INCH CONDUIT WITH PULL TAPE FROM POWER SOURCE TO UNDERGROUND SERVICE PEDESTAL. INSTALL CONDUIT PER ROCKY MOUNTAIN POWER REQUIREMENTS. CONDUCTOR TO BE INSTALLED BY ROCKY MOUNTAIN POWER. MAKE ALL ARRANGEMENTS WITH ROCK MOUNTAIN POWER AND PAY ALL NECESSARY FEES.
- ADJUST EXISTING PAVEMENT STRIPING IN MAJOR ST AS NEEDED FOR FUNCTION OF TRAFFIC SIGNALS.
- ALL MATERIALS AND LABOR ON THIS PROJECT SHALL MEET THE 2023 UDOT STANDARD SPECIFICATIONS AND DRAWINGS.



RECORD OF REVISIONS

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DRAWING SCALE 1" = 20'
DATE 12/5/2022

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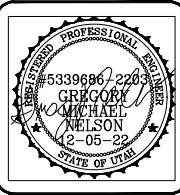
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EAGLE MOUNTAIN CITY

EAGLE MOUNTAIN BLVD AND MAJOR ST SIGNAL PLAN

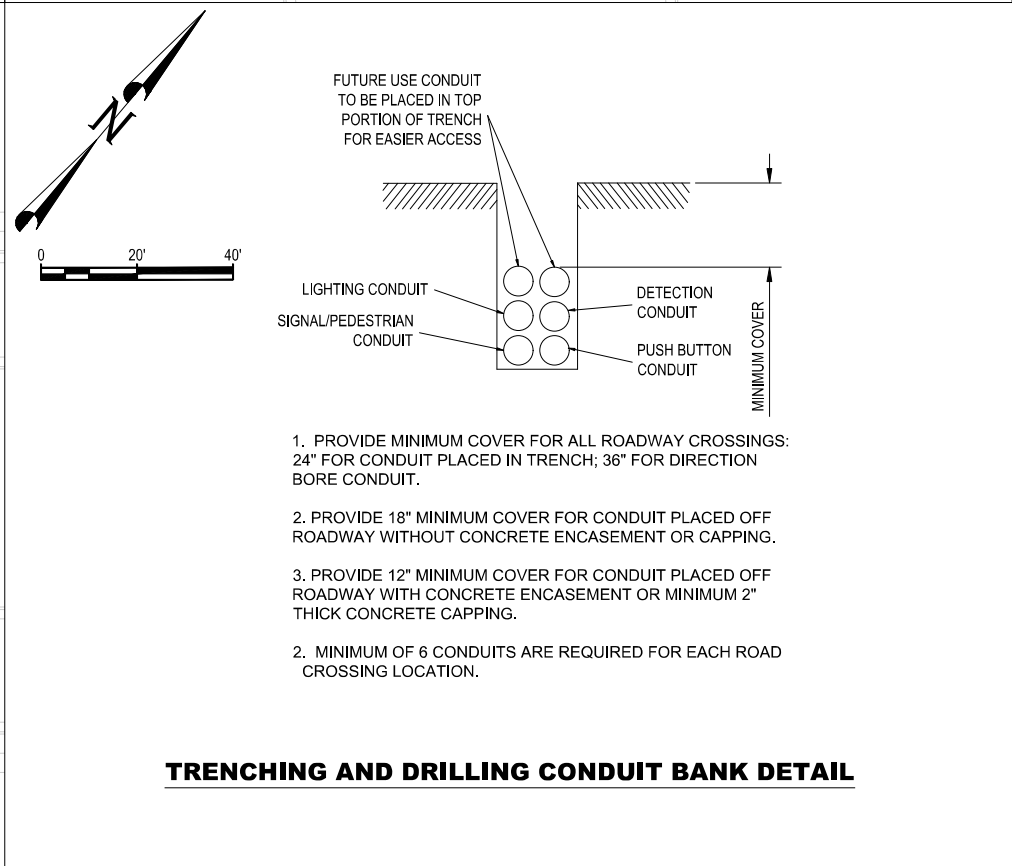
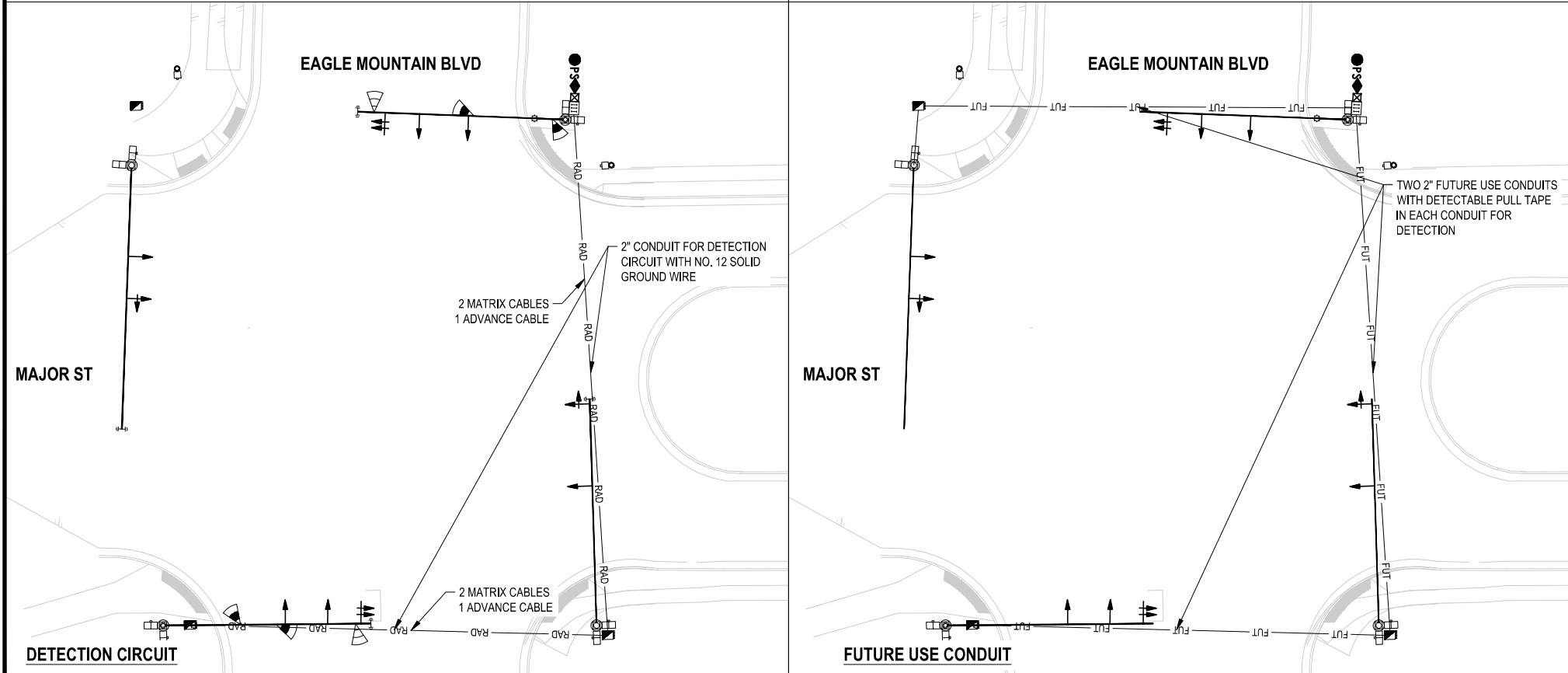
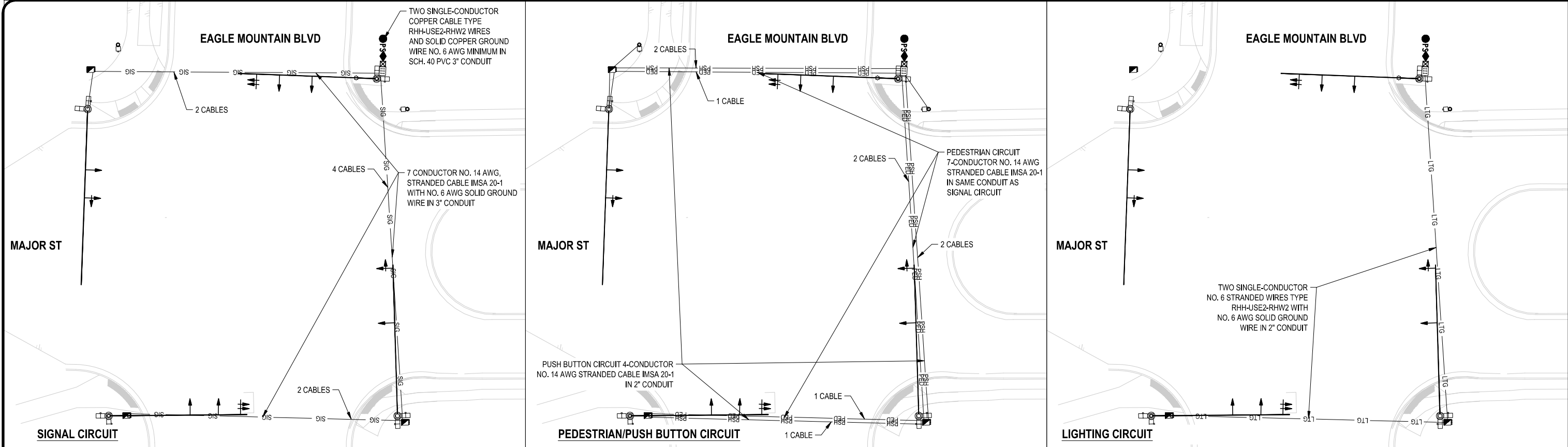
SIGNAL PLAN

EAGLE MOUNTAIN, UT 84005



PROJECT NUMBER 2022-0356
SHEET 3
OF 6
SHEET NUMBER SG101A

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PRINCIPAL
G. NELSON, PE

PROJECT MANAGER
G. NELSON, PE

CHECKED BY
K. FOSTER

DRAWN BY
B. ARAYA

DRAWING SCALE
1" = 20'

DATE
12/5/2022

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EAGLE MOUNTAIN CITY
EAGLE MOUNTAIN BLVD AND MAJOR ST SIGNAL
SIGNAL PLAN

EAGLE MOUNTAIN BLVD.

EAGLE MOUNTAIN, UT 84005



PROJECT NUMBER 2022-0356	
SHEET 4	OF 6
SHEET NUMBER SG101B	

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ISSUE DATE	12/5/2022

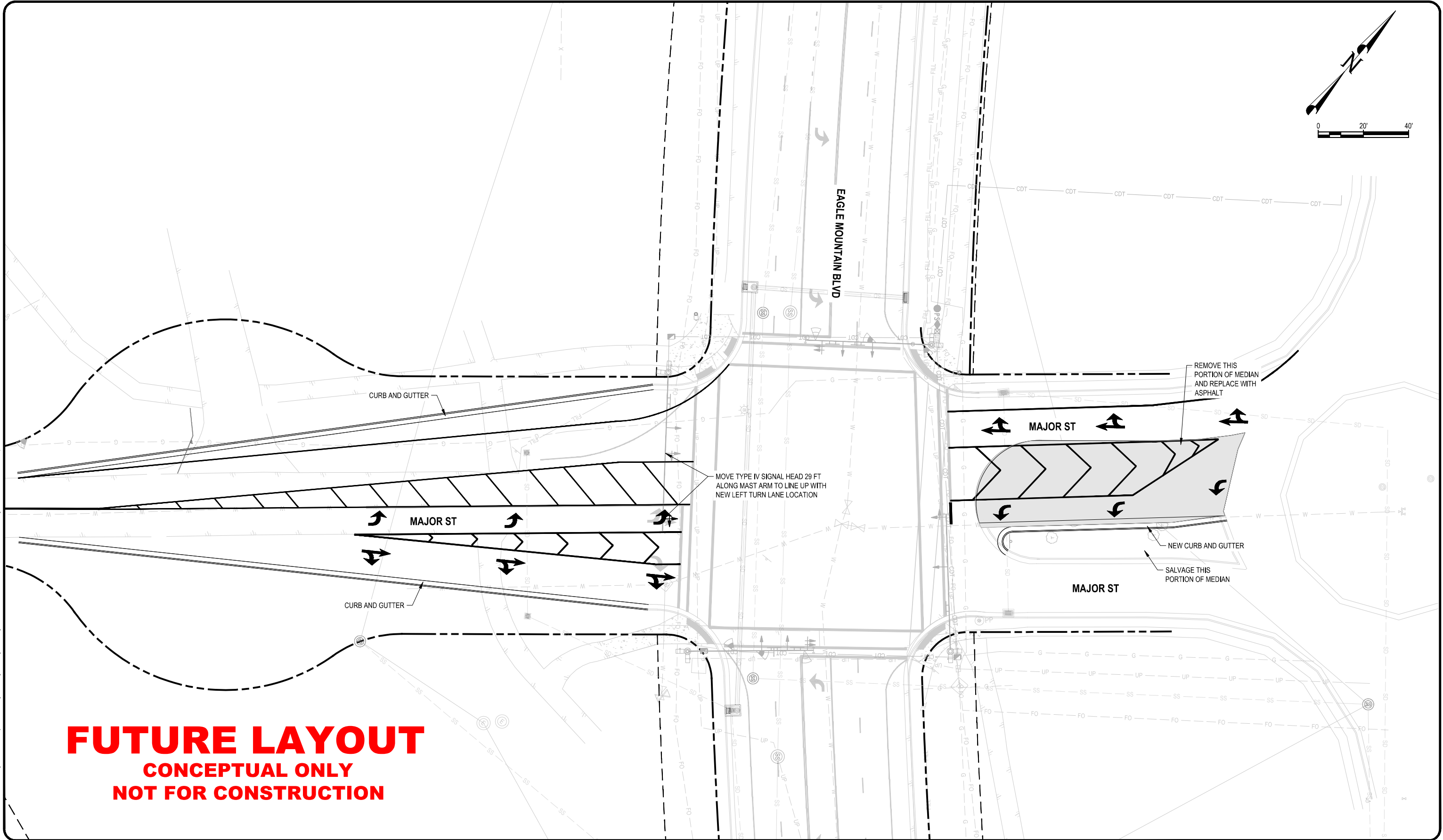


EAGLE MOUNTAIN CITY EAGLE MOUNTAIN BLVD AND MAJOR ST PRELIMINARY LAYOUT SIGNAL SCHEDULES



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2022-0356	
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5	6
SHEET NUMBER	
SG501	

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FUTURE LAYOUT
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EAGLE MOUNTAIN CITY
EAGLE MOUNTAIN BLVD AND MAJOR ST FUTURE LAYOUT
FUTURE SIGNAL PLAN

EAGLE MOUNTAIN, UT 84005



PROJECT NUMBER 2022-0356	
SHEET 6	OF 6
SHEET NUMBER SG102A	



BID SCHEDULE 2 (PONY EXPRESS PARKWAY AND WOODHAVEN BLVD)

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Project					
1	MOBILIZATION	1	LS	10,800	10,800.00
2	TRAFFIC CONTROL	1	LS	9,375	9,375.00
3	12" STOP BAR	101	LF	3	303.00
4	REMOVE EXISTING SIDEWALK	45	SF	8	360.00
5	CONCRETE SIDEWALK	45	SF	40	1,800.00
6	REMOVE EXISTING SIGN	2	EA	250	500.00
7	W3-3 36"X36" SIGN, SIGN POST, AND FOUNDATION	1	EA	850	850.00
8	R2-1 24"X30" SIGN, SIGN POST, AND FOUNDATION	1	EA	850	850.00
9	TRAFFIC SIGNAL MATERIALS PER ATTACHED MATERIALS SCHEDULE	1	LS	223,263	223,263.00
10	TRAFFIC SIGNAL INSTALLATION	1	LS	128,104	128,104.00
11	TRAFFIC SIGNAL POWER MATERIALS	1	LS	8,215	8,215.00
	BID SCHEDULE TOTAL (1-11)				\$384,420.00
BID SCHEDULE TOTAL (IN WORD FORM)					
THREE HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED TWENTY					

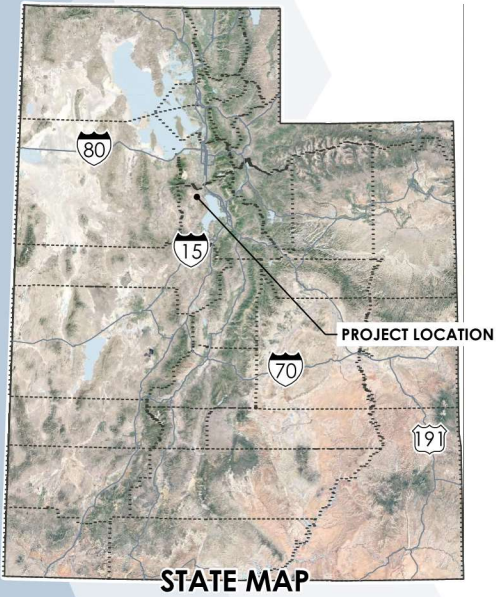
UT83-CF | 09:36 AM THURSDAY 30 MARCH 2023 | P:\2022-0264 EM-STONEBRIDGE&RANCHES PKWY SIG DESIGN\DRAWINGS\SHEETS\G001-02 TITLE & NOTES-PONY EXPS.DWG



EAGLE MOUNTAIN CITY & SARATOGA SPRINGS

PONY EXPRESS PKWY & WOODHAVEN BLVD SIGNAL

90% PLANS ISSUED: 30 MARCH 2023



Sheet List Table	
Sheet Number	Sheet Title
1	G001
2	G002
3	SG-101A
4	SG-101B
5	SG-102A
6	SG-102B
7	SG103A
8	SG-103B
9	SG-501
10	DT-101



CONTACT INFORMATION



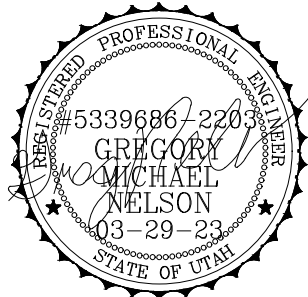
4246 S RIVERBOAT RD., STE 200
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REVISIONS

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DESIGN



PRINCIPAL : J. BALE
MANAGER : G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

PROJECT

2022-0264
30 MARCH 2023

**PONY
EXPRESS
SIGNAL**

PONY EXPRESS PKWY AND
WOODHAVEN BLVD

TITLE SHEET

1 OF 10

G001

UT83-CF | 09:36 AM THURSDAY 30 MARCH 2023 | P:\2022-0264 EM-STONEBRIDGE&RANCHES PKWY SIG DESIGN\DRAWINGS\ SHEETS\G001-02 TITLE & NOTES-PONY EXPS.DWG

THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE SATISFIED AS TO THEIR TRUE MEANING AND INTENT AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH.

GENERAL NOTES:

- OWNER:

EAGLE MOUNTAIN CITY
1650 STAGECOACH RUN
EAGLE MOUNTAIN, UTAH
PHONE: (801) 789-6600
CONTACT: CHRIS TRUSTY
- ENGINEER:

CRS ENGINEERS
4246 SOUTH RIVERBOAT ROAD, SUITE 200
SALT LAKE CITY, UTAH, 84123
PHONE: (801) 359-5565
FAX: (801) 359-4272
CONTACT: GREG NELSON
- 1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.

2) CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED ABOVE AND WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES 5 DAYS PRIOR TO A PRE-CONSTRUCTION MEETING:

3) IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.

4) WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL. IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

5) THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE.

6) THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE, AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT, AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN CONSTRUCTION OF PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR SAFETY CONDITIONS, WHICH CONDITIONS COULD BE HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT. AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHTS-OF-WAY, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.

8) CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHTS-OF-WAY OR EASEMENTS FROM EAGLE MOUNTAIN CITY. CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMENCING THE WORK, OR AS REQUIRED BY SAID PERMITS.

9) THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND, THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS.

10) CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.

11) THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

12) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.

13) THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.

14) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.

15) THE CONTRACTOR AGREES THAT:

A) THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH DAY.

B) THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C) THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D) THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E) THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND RE-INSPECTIONS AT THEIR OWN EXPENSE.
- 16) THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE AND GROSS NEGLIGENCE OF THE OWNER OR THE ENGINEER.

17) DUST CONTROL SHALL BE PROVIDED AT ALL TIMES, AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF EAGLE MOUNTAIN CITY.

18) WHEN CONSTRUCTION STAKING IS REQUIRED THE CONTRACTOR SHALL NOTIFY THE ENGINEER/LAND SURVEYOR 1 WEEK IN ADVANCE OF THE NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS THAT IS ABOVE AND BEYOND STANDARD STAKING NEEDS, INCLUDING RE-STAKING WILL BE SUBJECT TO A CONTRACTOR CHANGE ORDER AND THE IMPACT COSTS OF WORK PERFORMED

19) FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION.

20) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

21) IF EXISTING FEATURES NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FEATURES FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING FEATURES SHALL BE INCLUDED IN THE BID PRICE FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT.

22) THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL FACILITIES. AS-BUILT DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

23) WORK IN EASEMENT AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID EASEMENT AND/OR RIGHTS-OF-WAY.

24) NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.

25) FURNISH, MAINTAIN, AND RESTORE ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.

26) PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH CITY, COUNTY, AND STATE REGULATIONS FOR WORKING IN THE PUBLIC WAY.

27) FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.

28) TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS.

29) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.

30) ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

31) STRIPING WILL BE PER THE PLANS AND/OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. STRIPING TO INCLUDE HANDICAP INSIGNIAS, SIGNS, CROSS-HATCHING, DIRECTION ARROWS, ETC. AS SHOWN OR AS DIRECTED.

GENERAL CLEARING AND GRADING NOTES:

1) CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.

2) CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS, EROSION, SEDIMENT, RE-VEGETATION REQUIREMENTS, AND THE SWPP PLAN AS REQUIRED BY THE STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY AND DIVISION OF AIR QUALITY.

3) THE CONTRACTOR WILL PERFORM EARTHWORK IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS OUTLINED IN THE CONSTRUCTION STANDARDS.

4) SEDIMENTATION BMP'S SHOWN ON THE EROSION CONTROL AND SEDIMENT CONTROL PLANS (STORM WATER POLLUTION PREVENTION PLAN) TO BE INSTALLED WITHIN THE SAME WORKING DAY THE LAND DISTURBANCE OCCURS.

5) DUST CONTROL BMP'S ARE TO BE ON SITE AND IMPLEMENTED AS SOON AS LAND DISTURBANCE OCCURS. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY CRS ENGINEERS. IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, STOP WORK AND CONTACT CRS ENGINEERS. WORK IS TO REMAIN STOPPED UNTIL THE ENGINEER PROVIDES A WRITTEN NOTICE TO RESUME WORK.

7) THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE STREETS, STORM DRAINS, CHANNELS, DITCHES, AND SWALES FREE FROM DEBRIS, SOIL, MUD, OR OTHER MATERIAL THAT WOULD CAUSE A PUBLIC SAFETY CONCERN OR VIOLATE ANY CITY, STATE, OR FEDERAL LAWS.

8) BMP'S ARE TO BE IN PLACE AND MAINTAINED UNTIL WRITTEN NOTIFICATION IS RECEIVED FROM EAGLE MOUNTAIN CITY.

9) IF DISTURBANCE OCCURS OUTSIDE THE LIMITS OF DISTURBANCE, WORK WILL STOP AND REMAIN STOPPED UNTIL A WRITTEN RESPONSE IS RECEIVED FROM THE ENGINEER.

10) THE CONTRACTOR SHALL REMOVE ALL VEGETATION AND DELETERIOUS MATERIALS FROM THE SITE UNLESS NOTED OTHERWISE.

11) NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER.

GENERAL UTILITY NOTES

1) THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.

2) START AT THE LOW END OF ALL GRAVITY FED LINES AND WORK UPHILL. FAILURE TO COMPLY WITH THIS NOTE

SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.

3) CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.

4) STORM DRAIN - SEE EAGLE MOUNTAIN CITY STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE STORM DRAIN & APPURTENANCES WITHIN THE PUBLIC RIGHT-OF-WAY AS SHOWN ON THIS PLAN. SEE THE DETAILS PROVIDED ON THIS SET OF DRAWINGS FOR ALL OTHER STORM DRAIN CONSTRUCTION. APWA STANDARDS WILL BE USED IN THE ABSENCE OF ANY STANDARDS AND DETAILS.

5) ALL DIMENSIONS AND GRADES OF EXISTING STORM DRAIN PIPES, BOX CULVERTS, STRUCTURES, ETC. SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST. PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

6) THESE PLANS SHOW THE LOCATION OF POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES, BUT ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING DRY UTILITIES, NOR FOR ANY NEW DRY UTILITY STUBS. CONTRACTOR IS TO SUBMIT SITE PLAN TO DRY UTILITIES FOR DESIGN OF SERVICE CONNECTIONS TO BUILDING. ACTUAL CONSTRUCTION OF SAID SERVICES TO BE DONE BY RESPECTIVE UTILITY PROVIDERS.

7) VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POT HOLING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POTHOLE UTILITIES THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.

8) ALL DIMENSIONS, GRADES, AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST. PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS. IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

9) NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.

ABBREVIATIONS

APPROX	APPROXIMATE	LT	LEFT
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	L	LENGTH
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	LF	LINEAR FEET
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	MAX	MAXIMUM
AWS	ADVANCE WARNING SIGNAL	MIN	MINIMUM
AWWA	AMERICAN WATER WORKS ASSOCIATION	N	NORTH
BLDG	BUILDING	N/A	NOT APPLICABLE
		NO	NUMBER
		NTS	NOT TO SCALE
		OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
CMP	CORRUGATED METAL PIPE	PG	PAGE
CO	CLEANOUT	PS	POWER SOURCE
CONC	CONCRETE	PUE	PUBLIC UTILITY EASEMENT
DI	DUCTILE IRON	PVC	POLYVINYL CHLORIDE
DIM	DIMENSION	RCP	REINFORCED CONCRETE PIPE
DYL	DOUBLE YELLOW LINE	R	RADIUS
E	EAST	RT	RIGHT
EA	EDGE OF ASPHALT	S	SOUTH
EG	EXISTING GRADE	SEC	SECTION
EL	ELEVATION	SS	SANITARY SEWER
ELEV	ELEVATION	STA	STATION
EP	EDGE OF PAVEMENT	SWL	SOLID WHITE LINE
EW	EACH WAY	T	TOP
EX	EXISTING	TBC	TOP BACK CURB
FG	FINISH GRADE	TC	TOP OF CONCRETE
FH	FIRE HYDRANT	UDOT	UTAH DEPARTMENT OF TRANSPORTATION
FL	FLOWLINE	VERT	VERTICAL
FLG	FLANGE	W	WATER
FT	FEET	W	WEST
HDPE	HIGH DENSITY POLYETHYLENE PIPE	W/	WITH
IRR	IRRIGATION		

UTILITY CONTACT INFORMATION				
UTILITY COMPANY	POINT OF CONTACT	PHONE NUMBER	E MAIL	NOTES
ROCKY MOUNTAIN POWER	DEL EDWARDS	801-331-6568	DEL_EDWARDS@ROCKYMOUNTAINPOWER.NET	WORK ORDER NUMBER: 8253646

CONTACT INFORMATION

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DESIGN

PRINCIPAL : J. BALE
MANAGER : G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

PROJECT

2022-0264
30 MARCH 2023

PONY
EXPRESS
SIGNAL

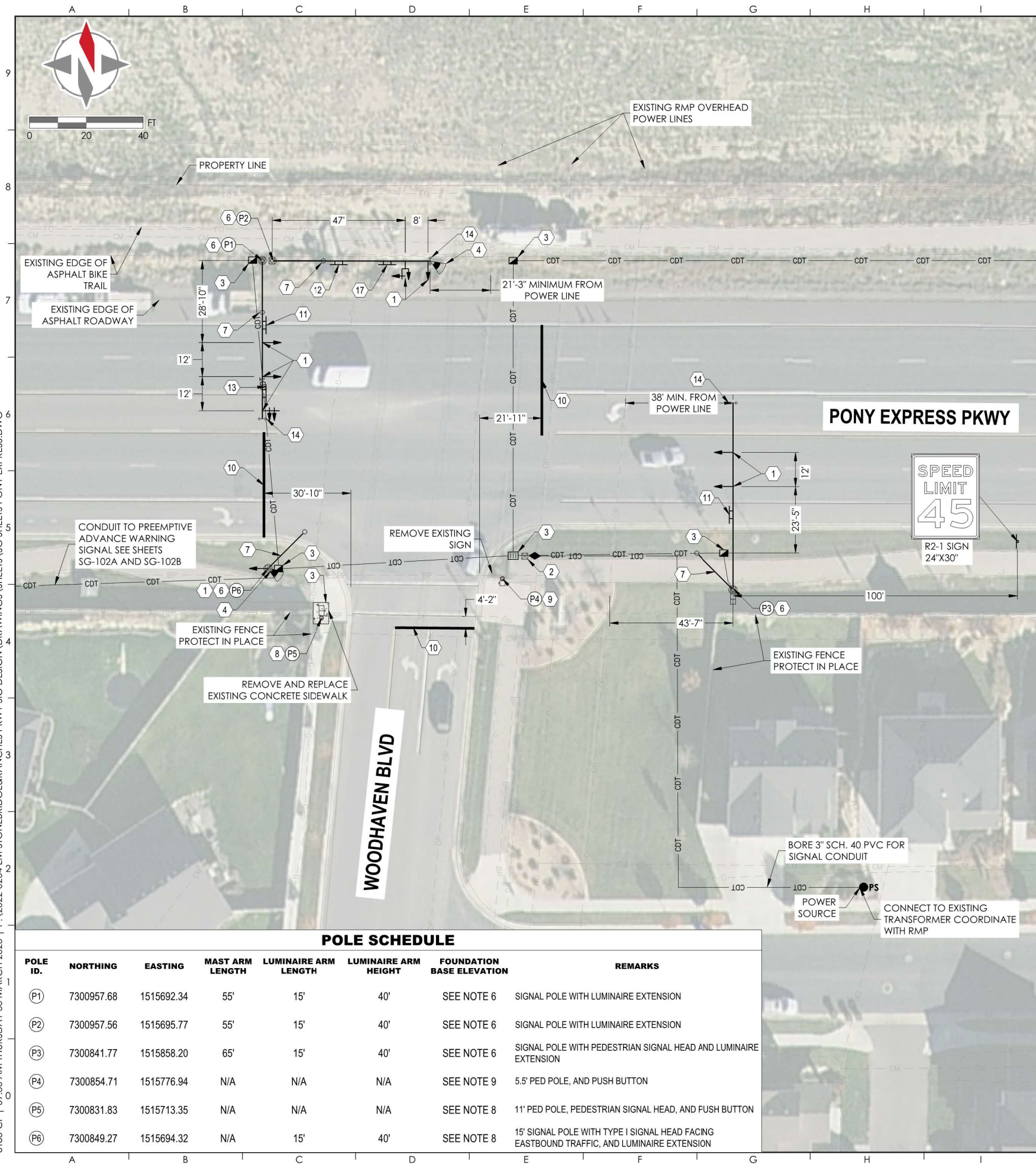
PONY EXPRESS PKWY AND
WOODHAVEN BLVD

GENERAL NOTES

2 OF 10

G002

UT83-CF | 09:36 AM THURSDAY 30 MARCH 2023 | P:\2022-0264 EM-STONEBRIDGE&RANCHES PKWY SIG DESIGN\DRAWINGS\SHEETS\SG SHEETS\PONY EXPRESS.DWG



POLE SCHEDULE

POLE ID.	NORTHING	EASTING	MAST ARM LENGTH	LUMINAIRE ARM LENGTH	LUMINAIRE ARM HEIGHT	FOUNDATION BASE ELEVATION	REMARKS
(P1)	7300957.68	1515692.34	55'	15'	40'	SEE NOTE 6	SIGNAL POLE WITH LUMINAIRE EXTENSION
(P2)	7300957.56	1515695.77	55'	15'	40'	SEE NOTE 6	SIGNAL POLE WITH LUMINAIRE EXTENSION
(P3)	7300841.77	1515858.20	65'	15'	40'	SEE NOTE 6	SIGNAL POLE WITH PEDESTRIAN SIGNAL HEAD AND LUMINAIRE EXTENSION
(P4)	7300854.71	1515776.94	N/A	N/A	N/A	SEE NOTE 9	5.5' PED POLE, AND PUSH BUTTON
(P5)	7300831.83	1515713.35	N/A	N/A	N/A	SEE NOTE 8	11' PED POLE, PEDESTRIAN SIGNAL HEAD, AND PUSH BUTTON
(P6)	7300849.27	1515694.32	N/A	15'	40'	SEE NOTE 8	15' SIGNAL POLE WITH TYPE I SIGNAL HEAD FACING EASTBOUND TRAFFIC, AND LUMINAIRE EXTENSION

SIGNAL PLAN LEGEND

- VIBRATION MITIGATOR
- RADAR DETECTION, DILEMMA ZONE
- RADAR DETECTION, STOP BAR
- PEDESTRIAN SIGNAL HEAD WITH PUSH BUTTON
- PEDESTRIAN SIGNAL HEAD NO PUSH BUTTON
- PEDESTRIAN SIGNAL HEAD-AUDIBLE
- PEDESTRIAN SIGNAL HEAD WITH PUSH BUTTON
- UNDERGROUND SERVICE PEDESTAL (USP)
- TRAFFIC SIGNAL CONTROLLER CABINET
- TYPE A JUNCTION BOX
- TYPE B JUNCTION BOX
- TYPE C JUNCTION BOX
- TYPE 0-1 SECTION SIGNAL HEAD ASSEMBLY
- TYPE I-3 SECTION SIGNAL HEAD ASSEMBLY
- TYPE V-5 SECTION SIGNAL HEAD ASSEMBLY
- TYPE VI-4 SECTION SIGNAL HEAD ASSEMBLY
- POWER SOURCE (COORDINATE WITH ROCKY MOUNTAIN POWER)
- CONDUIT
- SIGNAL CONDUIT
- PEDESTRIAN SIGNAL HEAD CONDUIT
- PUSH BUTTON CONDUIT
- LIGHTING CONDUIT
- RADAR DETECTION CONDUIT
- FUTURE CONDUIT

SIGNAL PLAN KEYED NOTES

- INSTALL STATE FURNISHED SIGNAL HEADS, BACKPLATES, AND BRACKETS. CENTER SIGNAL HEADS OVER LANES
- CONTROLLER AND CABINET WITH FOUNDATION. COORDINATE WITH EAGLE MOUNTAIN CITY TO PROGRAM SIGNAL.
- JUNCTION BOX TO BE PLACED WITH CONSIDERATION OF SIGNAL POLE LOCATIONS (SEE LEGEND FOR TYPE)
- MOUNT STOP BAR RADAR DETECTION SYSTEM AS SHOWN.
- MOUNT DILEMMA ZONE RADAR DETECTION SYSTEM ON END OF MAST ARM
- SIGNAL MAST ARM POLE WITH SIGNAL POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 1A. FOUNDATION - 3'X12' (25' TO 65' MAST ARM)
- LUMINAIRE EXTENSION WITH 15' LUMINAIRE ARM
- 11' PEDESTRIAN PUSH BUTTON POLE WITH SIGNAL POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 1E. FOUNDATION - 2'X3'
- 5.5' PEDESTRIAN PUSH BUTTON POLE WITH POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 1E. FOUNDATION - 2'X3'
- 12" STOP BAR
- "WOODHAVEN BLVD" SIGN, PLACE AS SHOWN. SEE SHEET DT-101, DETAIL A.
- "PONY EXPRESS PKWY" SIGN, PLACE AS SHOWN. SEE SHEET DT-101, DETAIL B
- SIGN "R21-10" LEFT TURN YIELD ON FLASHING ARROW. SEE SHEET DT-101, DETAIL C.
- INSTALL VIBRATION MITIGATOR DEVICE AS CLOSE TO THE END OF THE MAST ARM AS POSSIBLE
- ADVANCE WARNING SIGNAL (OPTION A) PER 2023 UDOT STANDARD DRAWING SL 8.
- 30' HIGHWAY LUMINAIRE GROUND MOUNTED POLE WITH 30"X8" FOUNDATION PER 2023 UDOT STANDARD DRAWINGS SL 5B AND 5C.
- SIGN "R10-12" LEFT TURN YIELD ON GREEN CIRCLE. SEE SHEET DT-101, DETAIL G

SHEET NOTES

- THE ENGINEER HAS MADE AN EXTENSIVE EFFORT TO LOCATE ALL EXISTING UTILITY LINES FROM RECORDS PROVIDED BY OTHERS AND EVIDENCE IN THE FIELD. CONTRACTOR TO VERIFY ALL EXISTING UTILITY LOCATIONS PRIOR TO COMMENCING WORK.
- PROVIDE A 18.5 FT MINIMUM AND 21.0 FT MAXIMUM CLEARANCE FROM THE BOTTOM OF SIGNAL HEAD BACKPLATES TO TOP OF PAVEMENT. THE SIGNAL HEADS ARE TO BE LEVELED ON THE GREEN BALL TO WITHIN ± 2" ACROSS EACH ARM.
- INSTALL 3-INCH CONDUIT WITH PULL TAPE FROM POWER SOURCE TO UNDERGROUND SERVICE PEDESTAL. INSTALL CONDUIT PER ROCKY MOUNTAIN POWER REQUIREMENTS. CONDUCTOR TO BE INSTALLED BY ROCKY MOUNTAIN POWER. MAKE ALL ARRANGEMENTS WITH ROCK MOUNTAIN POWER AND PAY ALL NECESSARY FEES.
- ADJUST EXISTING PAVEMENT STRIPING IN WOODHAVEN BLVD, AND PONY EXPRESS PARKWAY AS NEEDED FOR FUNCTION OF TRAFFIC SIGNALS.
- ALL MATERIALS AND LABOR ON THIS PROJECT SHALL MEET THE 2023 UDOT STANDARD SPECIFICATIONS AND DRAWINGS.

CONTACT INFORMATION

CRS ENGINEERS
Answers to Infrastructure®
4246 S RIVERBOAT RD., STE 200
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DESIGN



PRINCIPAL : J. BALE
MANAGER : G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

PROJECT

2022-0264
30 MARCH 2023

PONY EXPRESS SIGNAL

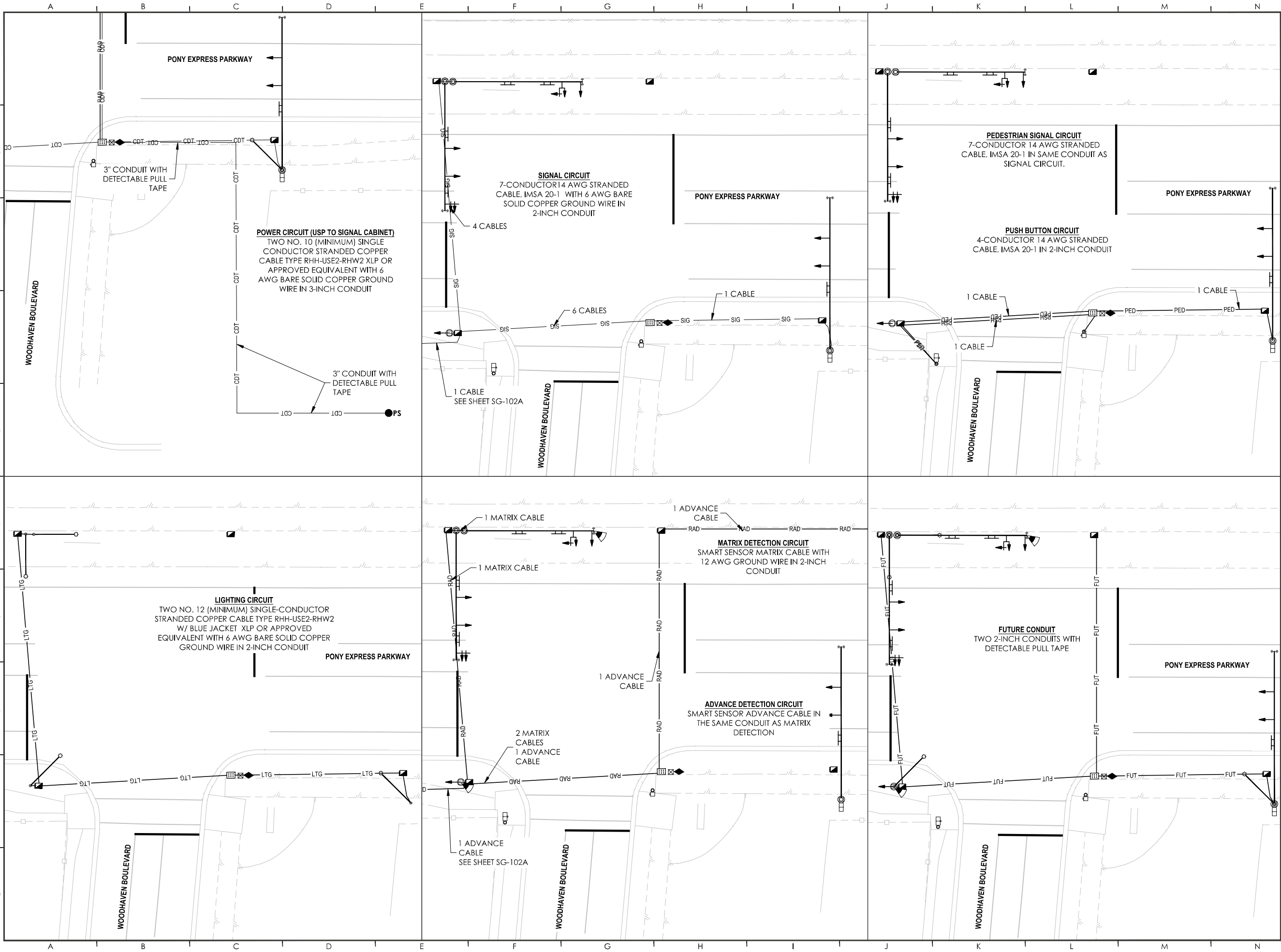
PONY EXPRESS PKWY & WOODHAVEN BLVD

SIGNAL LAYOUT

3 OF 10

SG-101A

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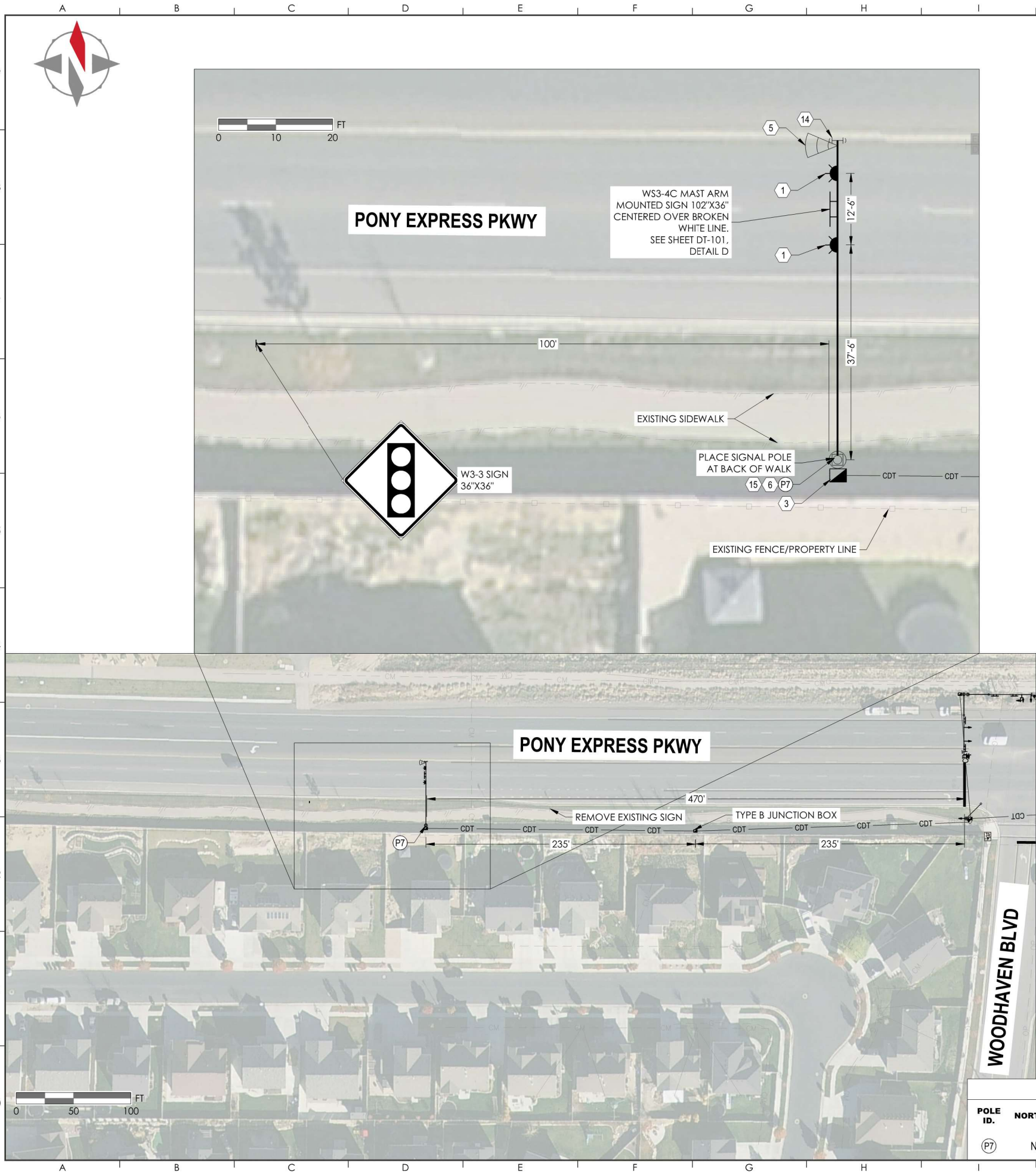
PONY EXPRESS PKWY & WOODHAVEN BLVD

SIGNAL CIRCUITRY

4 OF 10

SG-101B

UT183-CF | 09:37 AM THURSDAY 30 MARCH 2023 | P:\2022-0264 EM-STONEBRIDGE&RANCHES PKWY SIG DESIGN\DRAWINGS\SHEETS\SG SHEETS PONY EXPRESS.DWG



SIGNAL PLAN LEGEND

-
- VIBRATION MITIGATOR
-
- RADAR DETECTION, DILEMMA ZONE
-
- TYPE B JUNCTION BOX
-
- TYPE 0-1 SECTION SIGNAL HEAD ASSEMBLY
-
- CDT CONDUIT
-
- SIG SIGNAL CONDUIT
-
- RAD RADAR DETECTION CONDUIT
-
- FUT FUTURE CONDUIT

SIGNAL PLAN KEYED NOTES

- 1

INSTALL STATE FURNISHED SIGNAL HEADS, BACKPLATES, AND BRACKETS. CENTER SIGNAL HEADS OVER LANES
- 2

CONTROLLER AND CABINET WITH FOUNDATION. COORDINATE WITH EAGLE MOUNTAIN CITY TO PROGRAM SIGNAL.
- 3

JUNCTION BOX TO BE PLACED WITH CONSIDERATION OF SIGNAL POLE LOCATIONS (SEE LEGEND FOR TYPE)
- 4

MOUNT STOP BAR RADAR DETECTION SYSTEM AS SHOWN.
- 5

MOUNT DILEMMA ZONE RADAR DETECTION SYSTEM ON END OF MAST ARM
- 6

SIGNAL MAST ARM POLE WITH SIGNAL POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 1A. FOUNDATION - 3'X12' (25' TO 65' MAST ARM)
- 7

LUMINAIRE EXTENSION WITH 15' LUMINAIRE ARM
- 8

11' PEDESTRIAN PUSH BUTTON POLE WITH SIGNAL POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 1E. FOUNDATION - 2'X3'
- 9

5.5' PEDESTRIAN PUSH BUTTON POLE WITH POLE FOUNDATION PER 2023 UDOT STANDARD DRAWING SL 1E. FOUNDATION - 2'X3'
- 10

12" STOP BAR
- 11

"WOODHAVEN BLVD" SIGN, PLACE AS SHOWN. SEE SHEET DT-101, DETAIL A.
- 12

"PONY EXPRESS PKWY" SIGN, PLACE AS SHOWN. SEE SHEET DT-101, DETAIL B
- 13

SIGN "R21-10" LEFT TURN YIELD ON FLASHING ARROW. SEE SHEET DT-101, DETAIL C.
- 14

INSTALL VIBRATION MITIGATOR DEVICE AS CLOSE TO THE END OF THE MAST ARM AS POSSIBLE
- 15

ADVANCE WARNING SIGNAL (OPTION B) PER 2023 UDOT STANDARD DRAWING SL 8.
- 16

30' HIGHWAY LUMINAIRE GROUND MOUNTED POLE WITH 30"X8' FOUNDATION PER 2023 UDOT STANDARD DRAWINGS SL 5B AND 5C.
- 17

36"X36" W3-4 SIGN AND 24"X18" W16-13P SIGN. MOUNTED TO 30' HIGHWAY LUMINAIRE POLE.

SHEET NOTES

1.

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4.

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POLE SCHEDULE

POLE ID.	NORTHING	EASTING	MAST ARM LENGTH	LUMINAIRE ARM LENGTH	LUMINAIRE ARM HEIGHT	FOUNDATION BASE ELEVATION	REMARKS
(P7)	N/A	N/A	55'	N/A	N/A	SEE NOTE 6	SIGNAL POLE WITH TWC TYPE 0 SIGNAL HEADS

CONTACT INFORMATION



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MANAGER : G. NELSON
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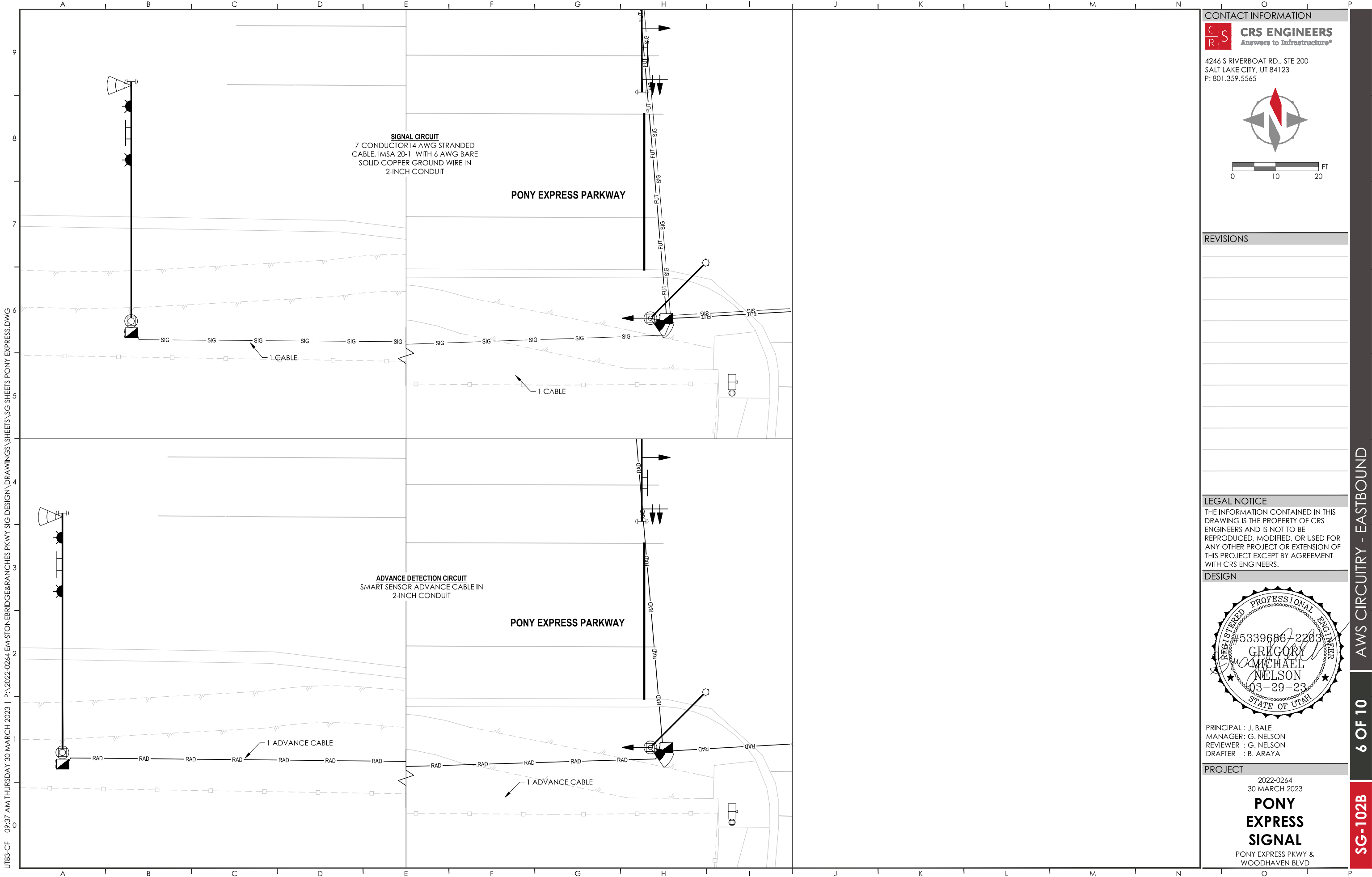
PROJECT

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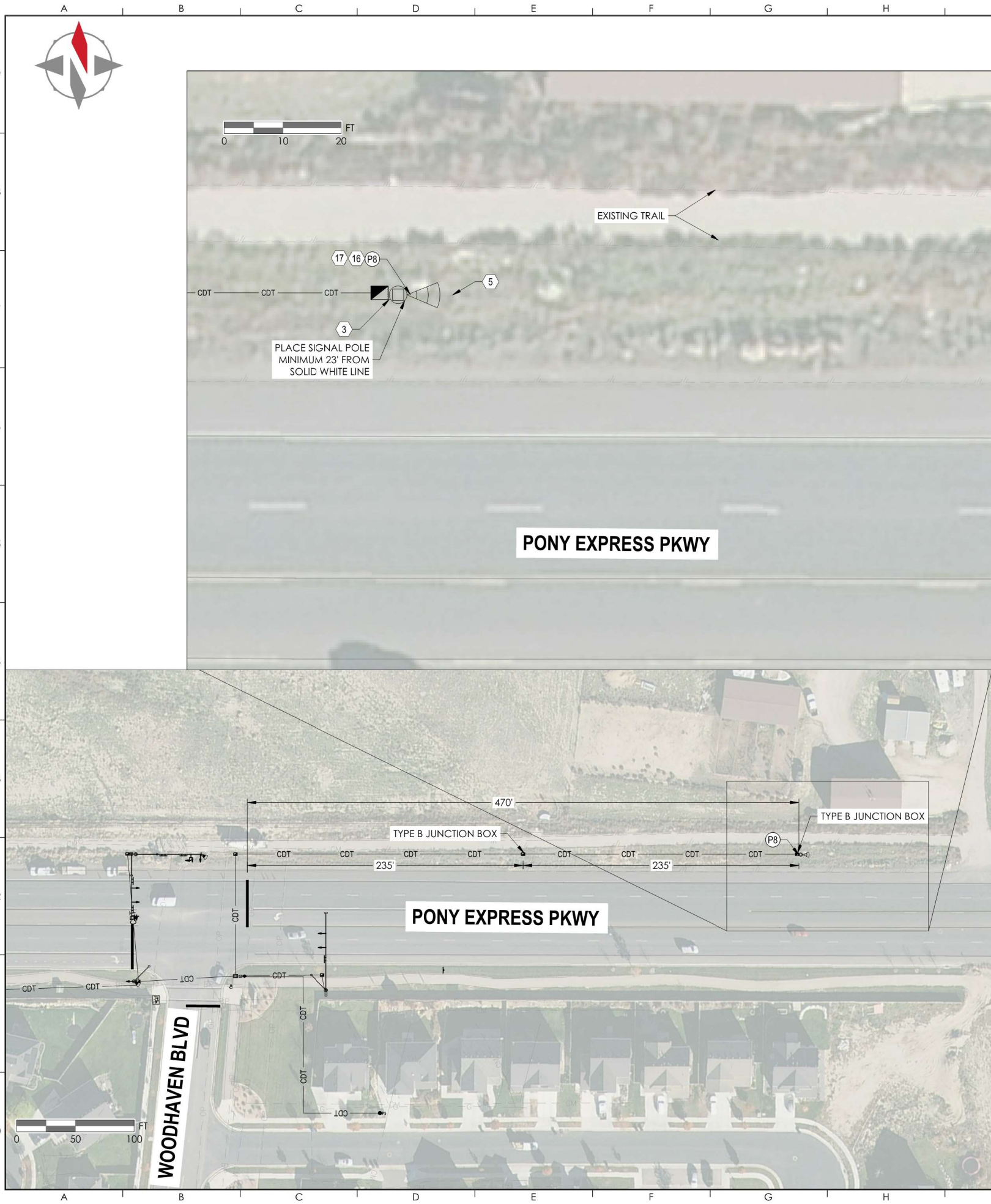
PONY EXPRESS
SIGNAL

PONY EXPRESS PKWY &
WOODHAVEN BLVD

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SIGNAL PLAN LEGEND

-
- VIBRATION MITIGATOR
-
- RADAR DETECTION, DILEMMA ZONE
-
- TYPE B JUNCTION BOX
-
- TYPE 0-1 SECTION SIGNAL HEAD ASSEMBLY
-
- CONDUIT
-
- SIGNAL CONDUIT
-
- RADAR DETECTION CONDUIT
-
- FUTURE CONDUIT

SIGNAL PLAN KEYED NOTES

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- 5

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- 11

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36"X36" W3-4 SIGN AND 24"X18" W16-13P SIGN. MOUNTED TO 30' HIGHWAY LUMINAIRE POLE.

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POLE SCHEDULE

POLE ID.	NORTHING	EASTING	FOUNDATION	POLE HEIGHT	REMARKS
(P8)	N/A	N/A	30" X 8' CONCRETE FOUNDATION	30'	HIGHWAY LUMINAIRE POLE WITH ADVANCE RADAR DETECTION

CONTACT INFORMATION



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MANAGER: G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

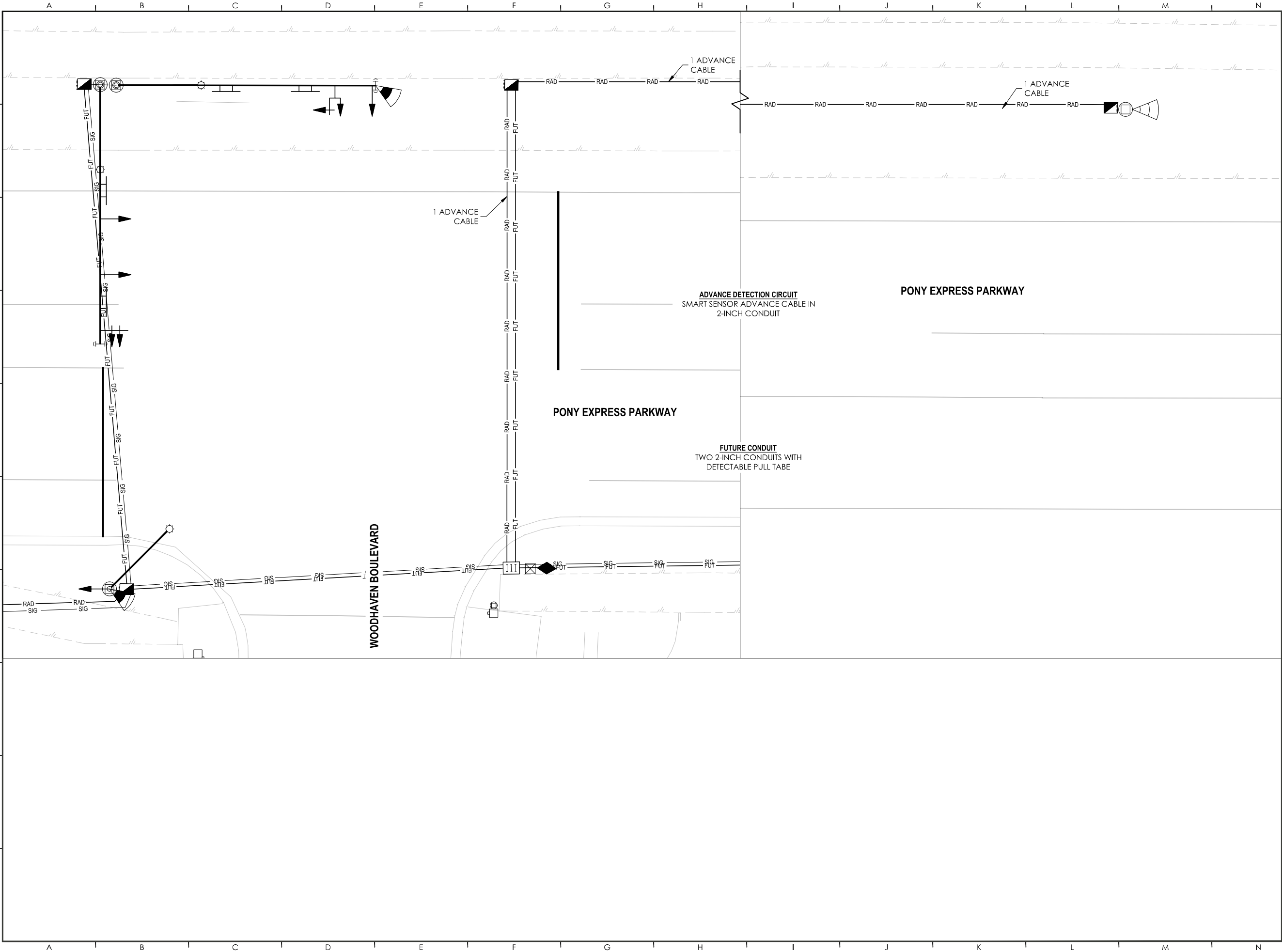
PROJECT

2022-0264
30 MARCH 2023

PONY EXPRESS
SIGNAL

PONY EXPRESS PKWY &
WOODHAVEN BLVD

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DESIGN



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MANAGER : G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

PROJECT

2022-0264
30 MARCH 2023

**PONY
EXPRESS
SIGNAL**

PONY EXPRESS PKWY &
WOODHAVEN BLVD

AWS CIRCUITRY - WESTBOUND

8 OF 10

SG-103B

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A		B		C		D		E															
CONTRACTOR FURNISHED MATERIALS																							
	STRUCTURAL SUPPORT							POWER			CONDUIT				JUNCTION BOX			SIGN					
	MAST ARM SIGNAL POLE FOUNDATION - 3' X 12' (80' TO 65')	MAST ARM SIGNAL POLE FOUNDATION - 3' X 14' (70' TO 75')	MAST ARM SIGNAL POLE FOUNDATION - 4' X 14' (80' TO 85')	TRAFFIC SIGNALPED POLE FOUNDATION - 2' X 3'	HIGHWAY LUMINAIRE POLE FOUNDATION - 2.5' X 8'	CABINET FOUNDATION	UNDERGROUND SERVICE PEDESTAL FOUNDATION	UNDERGROUND SERVICE PEDESTAL	DUAL METER UNDERGROUND SERVICE PEDESTAL	POWER SOURCE (120 VOLT)	2" CONDUIT	2 1/2" CONDUIT	3" CONDUIT	2" CONDUIT WITH DETECTABLE PULL TAPE (FUTURE USE)	TRENCHING PAVED SURFACE	TRENCHING UNPAVED SURFACE	DIRECTIONAL BORING	TYPE A	TYPE B	TYPE C	MAST ARM MOUNTED SIGN WITH MOUNTING BRACKETS	POLE MOUNTED SIGN	BLANK OUT SIGN WITH MOUNTING BRACKETS
LOCATION	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	EA	EA	EA	EA/ SQ FT	EA/ SQ FT	EA
Pony Express Parkway and Woodhaven Boulevard	4			2		1	1	1		1	1380		240	990		130	320		4	1	5/55		
Advance Warning Signal - Eastbound	1										990			990		490			2		1/26		
Advance Warning Signal - Westbound					1						970			220		480	110		2			2/12	
TOTALS	5			2	1	1	1	1		1	\$	\$	\$	\$	\$	\$	\$		8	1			

\$ THESE ITEMS ARE CALCULATED BY THE CONTRACTOR

CONTRACTOR FURNISHED MATERIALS																
	SIGNAL AND PEDESTRIAN						LIGHTING		GROUNDING		DETECTION					
	4 CONDUCTOR NO. 14 CABLE (SIGNAL CIRCUIT)	7 CONDUCTOR NO. 14 CABLE (SIGNAL CIRCUIT)	7 CONDUCTOR NO. 14 CABLE (PED CIRCUIT)	4 CONDUCTOR NO. 14 CABLE (PUSH BUTTON CIR)	COUNTDOWN PEDESTRIAN SIGNAL HEAD	PUSH BUTTON AND SIGN ASSEMBLY	PUSH BUTTON FRAME STAND OFF BRACKET	NO. 5 SINGLE CONDUCTOR CABLE	NO. 5 SINGLE CONDUCTOR CABLE	NO. 12 STRANDED WELLS INSULATION CONDUCTOR CABLE	GROUND ROD	NO. 5 BARE COPPER GROUND WIRE	NO. 12 STRANDED GROUND WIRE (STOP BAR DETECTION)	SMART SENSOR ADVANCE CABLE (SEE NOTE 5)	SMART SENSOR MATRIX CABLE (SEE NOTE 5)	PREEMPTION CONTROL CABLE (SEE NOTE 6)
LOCATION	LN FT	LN FT	LN FT	LN FT	EA	EA	PAIR	LN FT	LN FT	LN FT	EA	LN FT	LN FT	LN FT	LN FT	EA
Pony Express Parkway and Woodhaven Boulevard		1685	250	300		2				2000	5	840	780		660	
Advance Warning Signal - Eastbound		580									2	580		650		
Advance Warning Signal - Westbound											2			620		
TOTALS	\$	\$	\$	\$		2		\$	\$	\$	\$	\$	\$	\$	\$	\$

\$ THESE ITEMS ARE CALCULATED BY THE CONTRACTOR

CONTRACTOR FURNISHED MATERIALS																						
LOCATION	SIGNAL SCHEDULE										HIGHWAY LIGHTING SCHEDULE											
	TRAFFIC SIGNAL		POLES								MAST ARMS				SIGNS	ANCHOR BOLT S	POLE / EXTENSIONS				ARMS	LED's
Pony Express Parkway and Woodhaven Boulevard	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
Advance Warning Signal - Eastbound	1	1	1			1	1		3	1					5	5	18	16	8			
Advance Warning Signal - Westbound									1								4					
TOTALS	1	1	1			4	1				3	1			4		20	12		1	1	4

CONTRACTOR FURNISHED MATERIALS																																																	
LOCATION	DETECTION SCHEDULE									SIGNAL HEAD SCHEDULE						RRFB SCHEDULE				-																													
	RADAR DETECTION						AUDIBLE PED BUTTONS			LED MODULES			POLYMER SIGNAL HEADS			RECTANGULAR RAPID FLASHING BEACON				OTHER																													
	ADVANCE RADAR SENSOR (Dilemma Zone)	STOPEAR RADAR SENSOR (Mile 12)	SENSOR MOUNT	100' CABLE w-CONNECTOR	120' CABLE w-CONNECTOR	EPOXY SPLICE KIT	CLICK-650 RADAR INTERFACE (4 sensors)	CLICK-656 RADAR INTERFACE (6 sensors)	2 CHANNEL RACK CARD (CLICK 112) (custom)	2-WIRE AUDIBLE PED BUTTON (For Full Intersection)	2-WIRE CENTRAL CONTROL UNIT	4-WIRE AUDIBLE PED BUTTON (For 1 or 2 Crossings)	RED BALL	YELLOW BALL	GREEN BALL	RED ARROW	YELLOW ARROW	GREEN ARROW	1-SECTION SIGNAL HEAD	3-SECTION SIGNAL HEAD	4-SECTION SIGNAL HEAD	5-SECTION SIGNAL HEAD	PEDESTRIAN HYBRID BEACON SIGNAL HEAD (PHEBAWK)	TYPE 1 SIGNAL HEAD (Quad Ring)	3 SECTION ASTRO-ERAC ASSEMBLY	4/5 SECTION ASTRO ERAC ASSEMBLY	M45" ARM EXTENSION KIT	(custom)	(custom)	(custom)	LED BEACON	AC CONTROLLER	SOLAR CONTROLLER	SOLAR PANEL ASSEMBLY	MOUNTING KIT FOR SIDE-OF-POLE SOLAR PANEL ASSEMBLY	MOUNTING KIT FOR TOP-OF-POLE SOLAR PANEL ASSEMBLY	OVERHEAD LIGHTING AC RELAY KIT	OVERHEAD LIGHTING AC LIGHT FIXTURE	OVERHEAD LIGHTING 9' TENON SIDE-OFF-POLE MOUNT	(custom)	(custom)	(custom)	(custom)	(custom)					
Pony Express Parkway and Woodhaven Boulevard	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA			
Advance Warning Signal - Eastbound	1		2	2	2		2	1					7	7	7	1	3	2		6	2					6	2																						
Advance Warning Signal - Westbound	1		1	1	1		1							2					2																														
TOTALS	2	2	4	4		4	1						7	9	7	1	3	2	2	6	2				6	2																							
A	I	B	I	C	I	D	I	E	I	F	I	G	H	I	I																																		

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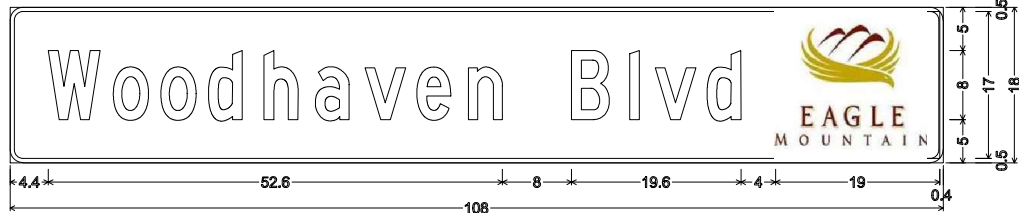
PROJECT

2022-0264
30 MARCH 2023

PONY EXPRESS SIGNAL

PONY EXPRESS PKWY & WOODHAVEN BLVD

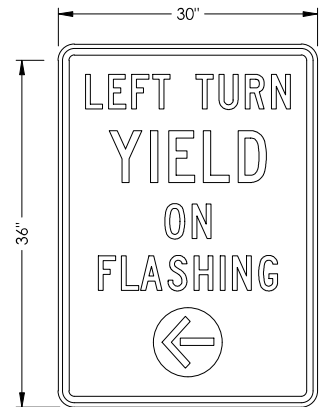
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Identifier : DS3-3 Single Street Name Sign Mast Arm
1.5" Radius, 0.5" Border, White on Green;
"Woodhaven Blvd" C;

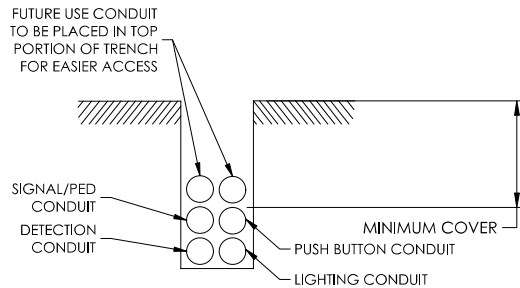
A

WOODHAVEN BLVD SIGN



C

R10-21 SIGN



1. PROVIDE MINIMUM COVER FOR ALL ROADWAY CROSSINGS:
24" FOR CONDUIT PLACED IN TRENCH; 36" FOR DIRECTION BORE CONDUIT.
2. PROVIDE 18" MINIMUM COVER FOR CONDUIT PLACED OFF ROADWAY WITHOUT CONCRETE ENCASEMENT OR CAPPING.
3. PROVIDE 12" MINIMUM COVER FOR CONDUIT PLACED OFF ROADWAY WITH CONCRETE ENCASEMENT OR MINIMUM 2" THICK CONCRETE CAPPING.
2. MINIMUM OF 4 CONDUITS ARE REQUIRED FOR EACH ROAD CROSSING LOCATION.

E

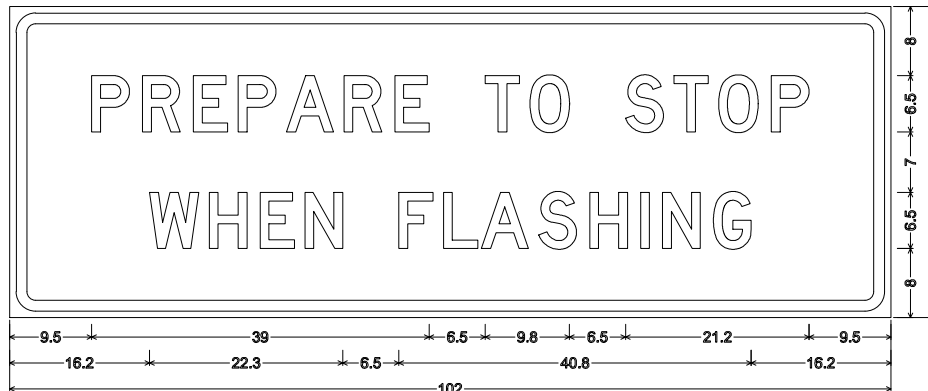
TRENCHING AND DRILLING CONDUIT BANK DETAIL FOR CONDUIT UNDER ROADWAY



Identifier : DS3-3 Single Street Name Sign Mast Arm
1.5" Radius, 0.5" Border, White on Green;
"Pony Express Pkwy" C;

B

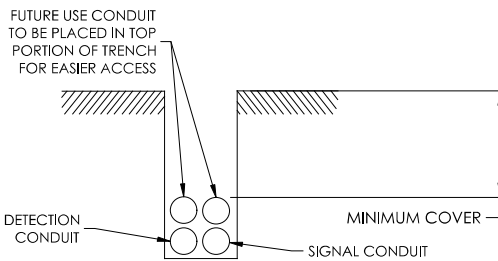
PONY EXPRESS PKWY SIGN



Identifier : WS4-4c WATCH FOR ENTERING VEHICLES WHEN FLASHING Sign;
3.0" Radius, 1.3" Border, 0.8" Indent, Black on Fluorescent yellow;
"PREPARE TO STOP" D; "WHEN FLASHING" D;

D

WS3-4C SIGN

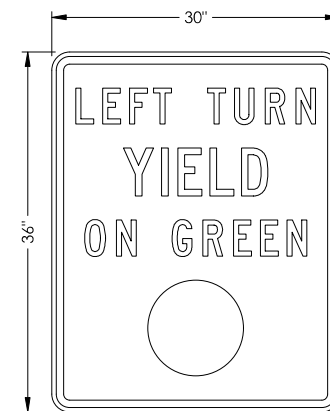


1. PROVIDE MINIMUM COVER FOR ALL ROADWAY CROSSINGS:
24" FOR CONDUIT PLACED IN TRENCH; 36" FOR DIRECTION BORE CONDUIT.
2. PROVIDE 18" MINIMUM COVER FOR CONDUIT PLACED OFF ROADWAY WITHOUT CONCRETE ENCASEMENT OR CAPPING.
3. PROVIDE 12" MINIMUM COVER FOR CONDUIT PLACED OFF ROADWAY WITH CONCRETE ENCASEMENT OR MINIMUM 2" THICK CONCRETE CAPPING.
2. MINIMUM OF 4 CONDUITS ARE REQUIRED FOR EACH ROAD CROSSING LOCATION.

F

TRENCHING AND DRILLING CONDUIT BANK DETAIL FOR CONDUIT UNDER ROADWAY

MAST ARM MOUNTED SIGN SCHEDULE		
POLE ID	SIGN	MOUNT TYPE (SEE UDOT STD DWG SL 3D)
(P1)	WOODHAVEN BLVD SIGN	OPTION B
(P1)	R10-21 SIGN	OPTION A
(P2)	PONY EXPRESS PKWY STREET SIGN	OPTION B
(P2)	R10-12 SIGN	OPTION A
(P3)	WOODHAVEN BLVD SIGN	OPTION B
(P7)	WS3-4C SIGN	OPTION B



G

R10-12 SIGN

CONTACT INFORMATION



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REVISIONS

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DESIGN



PRINCIPAL : J. BALE
MANAGER : G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

PROJECT

2022-0264
30 MARCH 2023

**PONY
EXPRESS
SIGNAL**

PONY EXPRESS PKWY &
WOODHAVEN BLVD

DETAILS

10 OF 10

DT-101

BID SCHEDULE 3 (RANCHES PARKWAY AND STONEBRIDGE LANE)

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Project					
1	MOBILIZATION	1	LS	10,900	10,900.00
2	TRAFFIC CONTROL	1	LS	9,375	9,375.00
3	PAVEMENT MESSAGES	7	EA	50	350.00
4	PAVEMENT MARKINGS – 8" SOLID WHITE LINE	30	LF	9	270.00
5	PAVEMENT MARKINGS – 4" DOUBLE YELLOW LINE	80	LF	9	720.00
6	PAVEMENT MARKING PAINT – STOP BAR, CROSSWALK – 12"	245	LF	4	980.00
7	W1-7 48"X24" SIGN, SIGN POSTS, AND FOUNDATION	1	EA	950	950.00
8	W3-3 36"X36" SIGN, SIGN POST, AND FOUNDATION	1	EA	850	850.00
9	REMOVE EXISTING PAVEMENT MARKING PAINT BY WATER BLASTING	1	EA	1,050	1,050.00
10	REMOVE SIDEWALK	250	SF	16	4,000.00
11	PEDESTRIAN ACCESS RAMP	1	EA	1,500	1,500.00
12	CONCRETE SIDEWALK	202	SF	40	8,080.00
13	6 INCH WIDE BY 6 INCH HIGH CONCRETE CURB	25	LF	125	3,125.00
14	REMOVE LIGHT POLE AND FOUNDATION	2	EA	846	1,692.00
15	REMOVE TREE	1	EA	1,504	1,504.00
16	TRAFFIC SIGNAL MATERIALS PER ATTACHED MATERIALS SCHEDULE	1	LS	134,995	134,995.00
17	TRAFFIC SIGNAL INSTALLATION	1	LS	70,422	70,422.00
18	TRAFFIC SIGNAL POWER MATERIALS	1	LS	5,200	5,200.00
	BID SCHEDULE TOTAL (1-18)				\$255,963.00
BID SCHEDULE TOTAL (IN WORD FORM)					
TWO HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED SIXTY THREE					

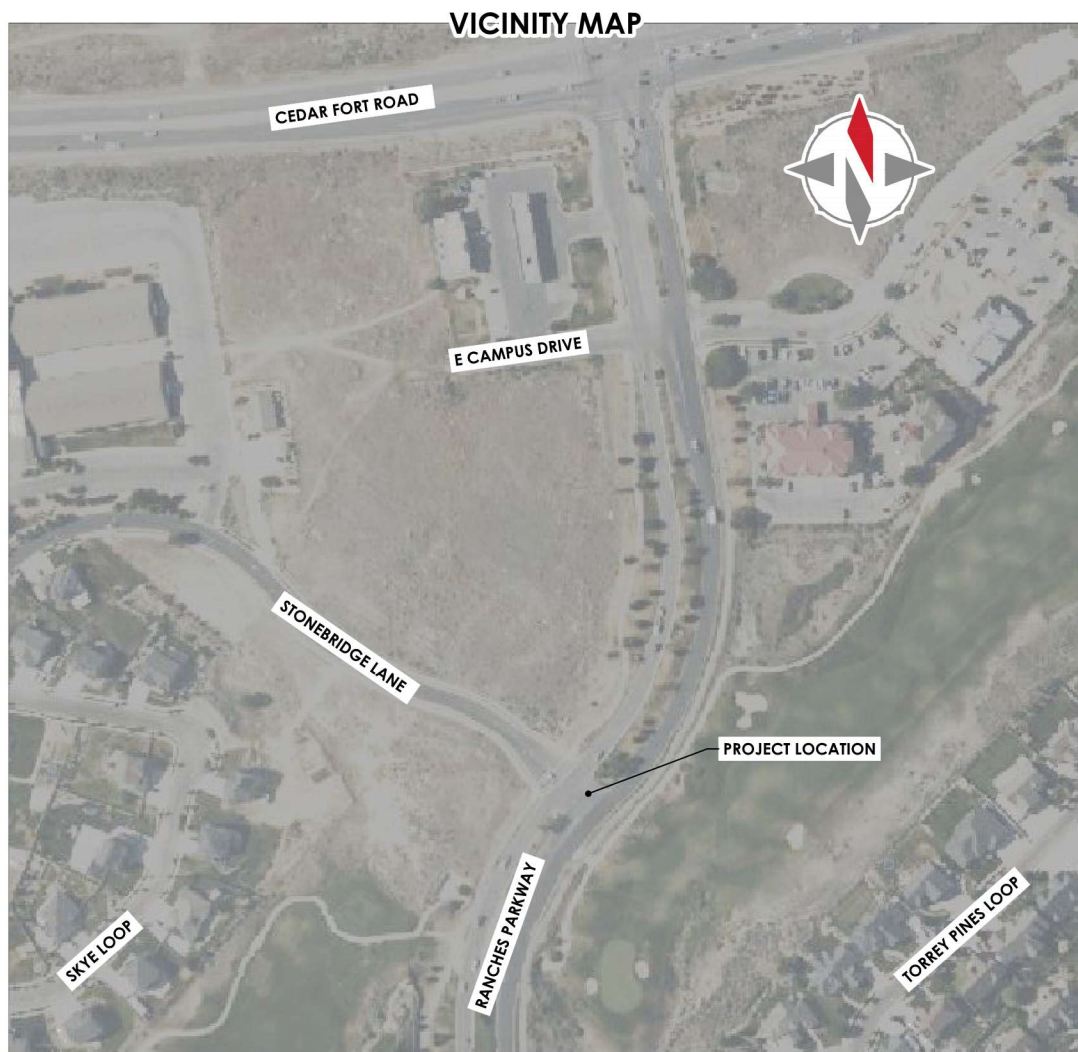
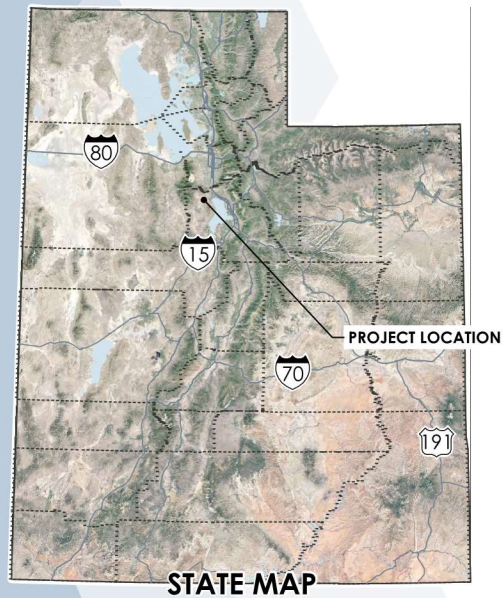
UT83-CF | 06:53 AM WEDNESDAY 22 MARCH 2023 | P:\2022-0264 EV-STONEBRIDGE\RANCHES PKWY SIG DESIGN\DRAWINGS\SHEETS\G001-02 TITLE & NOTES.DWG

EAGLE MOUNTAIN CITY



RANCHES PARKWAY & STONEBRIDGE LANE SIGNAL

90% PLANS ISSUED: 22 MARCH 2023



Sheet List Table	
Sheet Number	Sheet Title
1	G001
2	G002
3	SG-101A
4	SG-101B
5	SG-501
6	DT-501

CONTACT INFORMATION



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PROJECT

2022-0264
22 MARCH 2023

**RANCHES
PARKWAY
SIGNAL**

RANCHES PKWY AND
STONEBRIDGE LN

TITLE SHEET

1 OF 6

G001

UT83-CF | 06:53 AM WEDNESDAY 22 MARCH 2023 | P:\2022-0244 EV+STONEBRIDGE&RANCHES PKWY SIG DESIGN\DRAWINGS\SHEETS\G001-02 TITLE & NOTES.DWG

THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE SATISFIED AS TO THEIR TRUE MEANING AND INTENT AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH.

GENERAL NOTES:

- OWNER:

EAGLE MOUNTAIN CITY
1650 STAGECOACH RUN
EAGLE MOUNTAIN, UTAH
PHONE: (801) 789-6600
CONTACT: CHRIS TRUSTY
- ENGINEER:

CRS ENGINEERS
4246 SOUTH RIVERBOAT ROAD, SUITE 200
SALT LAKE CITY, UTAH, 84123
PHONE: (801) 359-5565
FAX: (801) 359-4272
CONTACT: GREG NELSON
- 1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH ALL JURISDICTIONAL AUTHORITIES.

2) CONTRACTOR SHALL COMPLY WITH THE STANDARDS INDICATED ABOVE AND WITHIN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL NOTIFY ALL AGENCIES, OWNERS, ENGINEERS, AND UTILITY COMPANIES 5 DAYS PRIOR TO A PRE-CONSTRUCTION MEETING:

3) IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.

4) WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL. IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.

5) THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE.

6) THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE, AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT, AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN CONSTRUCTION OF PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR PECULIAR SAFETY CONDITIONS, WHICH CONDITIONS COULD BE HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT. AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHTS-OF-WAY, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.

8) CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHTS-OF-WAY OR EASEMENTS FROM EAGLE MOUNTAIN CITY. CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMENCING THE WORK, OR AS REQUIRED BY SAID PERMITS.

9) THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND, THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS.

10) CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF, AND AT, THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING THEIR BID.

11) THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

12) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION.

13) THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER.

14) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, SECTION CORNERS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY UNNECESSARY LOSS OR DISTURBANCE.

15) THE CONTRACTOR AGREES THAT:

A) THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH DAY.

B) THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C) THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D) THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E) THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND RE-INSPECTIONS AT THEIR OWN EXPENSE.
- 16) THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE AND GROSS NEGLIGENCE OF THE OWNER OR THE ENGINEER.

17) DUST CONTROL SHALL BE PROVIDED AT ALL TIMES, AT THE CONTRACTOR'S EXPENSE, TO MINIMIZE ANY DUST NUISANCE AND SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF EAGLE MOUNTAIN CITY.

18) WHEN CONSTRUCTION STAKING IS REQUIRED THE CONTRACTOR SHALL NOTIFY THE ENGINEER/LAND SURVEYOR 1 WEEK IN ADVANCE OF THE NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS THAT IS ABOVE AND BEYOND STANDARD STAKING NEEDS, INCLUDING RE-STAKING WILL BE SUBJECT TO A CONTRACTOR CHANGE ORDER AND THE IMPACT COSTS OF WORK PERFORMED

19) FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAYS OR EASEMENTS, THE CONTRACTOR SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY AGENCIES, THE NEED FOR ANY TRAFFIC ROUTING PLAN. IF PLAN IS REQUIRED, CONTRACTOR SHALL PROVIDE PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION.

20) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL RE-TESTING AND/OR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

21) IF EXISTING FEATURES NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING FEATURES FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING FEATURES SHALL BE INCLUDED IN THE BID PRICE FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT.

22) THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL FACILITIES. AS-BUILT DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

23) WORK IN EASEMENT AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID EASEMENT AND/OR RIGHTS-OF-WAY.

24) NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED. VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND ANSWER ANY QUESTIONS BEFORE CONSTRUCTION.

25) FURNISH, MAINTAIN, AND RESTORE ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.

26) PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH CITY, COUNTY, AND STATE REGULATIONS FOR WORKING IN THE PUBLIC WAY.

27) FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.

28) TRAFFIC CONTROL IS TO CONFORM TO THE CURRENT MUTCD AND UDOT STANDARDS.

29) CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.

30) ALL EXISTING ASPHALT WILL BE SAW CUT IN NEAT STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION.

31) STRIPING WILL BE PER THE PLANS AND/OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. STRIPING TO INCLUDE HANDICAP INSIGNIAS, SIGNS, CROSS-HATCHING, DIRECTION ARROWS, ETC. AS SHOWN OR AS DIRECTED.

GENERAL CLEARING AND GRADING NOTES:

1) CLEARING, GRUBBING AND DISPOSAL OF VEGETATIVE MATERIAL NEEDS TO BE IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS, WHICH APPLY TO SOLID WASTE.

2) CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH EAGLE MOUNTAIN CITY STANDARD SPECIFICATIONS AND CONSTRUCTION STANDARDS, EROSION, SEDIMENT, RE-VEGETATION REQUIREMENTS, AND THE SWPP PLAN AS REQUIRED BY THE STATE OF UTAH, DEPARTMENT OF ENVIRONMENTAL QUALITY AND DIVISION OF AIR QUALITY.

3) THE CONTRACTOR WILL PERFORM EARTHWORK IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS OUTLINED IN THE CONSTRUCTION STANDARDS.

4) SEDIMENTATION BMP'S SHOWN ON THE EROSION CONTROL AND SEDIMENT CONTROL PLANS (STORM WATER POLLUTION PREVENTION PLAN) TO BE INSTALLED WITHIN THE SAME WORKING DAY THE LAND DISTURBANCE OCCURS.

5) DUST CONTROL BMP'S ARE TO BE ON SITE AND IMPLEMENTED AS SOON AS LAND DISTURBANCE OCCURS. THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON DRAWINGS AND A TOPOGRAPHIC SURVEY PERFORMED BY CRS ENGINEERS. IF THE EXISTING GRADE IS DIFFERENT FROM WHAT IS SHOWN ON THE GRADING PLAN, STOP WORK AND CONTACT CRS ENGINEERS. WORK IS TO REMAIN STOPPED UNTIL THE ENGINEER PROVIDES A WRITTEN NOTICE TO RESUME WORK.

7) THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE STREETS, STORM DRAINS, CHANNELS, DITCHES, AND SWALES FREE FROM DEBRIS, SOIL, MUD, OR OTHER MATERIAL THAT WOULD CAUSE A PUBLIC SAFETY CONCERN OR VIOLATE ANY CITY, STATE, OR FEDERAL LAWS.

8) BMP'S ARE TO BE IN PLACE AND MAINTAINED UNTIL WRITTEN NOTIFICATION IS RECEIVED FROM EAGLE MOUNTAIN CITY.

9) IF DISTURBANCE OCCURS OUTSIDE THE LIMITS OF DISTURBANCE, WORK WILL STOP AND REMAIN STOPPED UNTIL A WRITTEN RESPONSE IS RECEIVED FROM THE ENGINEER.

10) THE CONTRACTOR SHALL REMOVE ALL VEGETATION AND DELETERIOUS MATERIALS FROM THE SITE UNLESS NOTED OTHERWISE.

11) NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER.

GENERAL UTILITY NOTES

1) THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY CONTRACTORS WORK FORCE.

2) START AT THE LOW END OF ALL GRAVITY FED LINES AND WORK UPHILL. FAILURE TO COMPLY WITH THIS NOTE

SHALL RELEASE THE CIVIL ENGINEER OF ALL LIABILITY.

3) CONTRACTOR SHALL LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON OR OFF SITE AS REQUIRED PRIOR TO ANY CONSTRUCTION.

4) STORM DRAIN - SEE EAGLE MOUNTAIN CITY STANDARDS & SPECIFICATIONS FOR ALL DETAILS & SPECIFICATIONS GOVERNING THE CONSTRUCTION & INSPECTION OF THE STORM DRAIN & APPURTENANCES WITHIN THE PUBLIC RIGHT-OF-WAY AS SHOWN ON THIS PLAN. SEE THE DETAILS PROVIDED ON THIS SET OF DRAWINGS FOR ALL OTHER STORM DRAIN CONSTRUCTION. APWA STANDARDS WILL BE USED IN THE ABSENCE OF ANY STANDARDS AND DETAILS.

5) ALL DIMENSIONS AND GRADES OF EXISTING STORM DRAIN PIPES, BOX CULVERTS, STRUCTURES, ETC. SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST. PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

6) THESE PLANS SHOW THE LOCATION OF POWER, NATURAL GAS, AND COMMUNICATIONS UTILITIES, BUT ARE NOT DESIGN DRAWINGS FOR THE RELOCATION OR REMOVAL OF EXISTING DRY UTILITIES, NOR FOR ANY NEW DRY UTILITY STUBS. CONTRACTOR IS TO SUBMIT SITE PLAN TO DRY UTILITIES FOR DESIGN OF SERVICE CONNECTIONS TO BUILDING. ACTUAL CONSTRUCTION OF SAID SERVICES TO BE DONE BY RESPECTIVE UTILITY PROVIDERS.

7) VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POT HOLING A MINIMUM OF 300 FEET AHEAD OF PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. IF A CONFLICT ARISES RESULTING FROM THE CONTRACTOR'S NEGLIGENCE TO POTHOLE UTILITIES THE CONTRACTOR WILL BE REQUIRED TO RESOLVE THE CONFLICT WITHOUT ADDITIONAL COST OR CLAIM TO THE OWNER OR ENGINEER.

8) ALL DIMENSIONS, GRADES, AND UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST. PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS. IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

9) NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.

ABBREVIATIONS

APPROX	APPROXIMATE	L	LENGTH
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	LF	LINEAR FEET
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	MAX	MAXIMUM
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	MIN	MINIMUM
AWWA	AMERICAN WATER WORKS ASSOCIATION	N	NORTH
BLDG	BUILDING	N/A	NOT APPLICABLE
		NO	NUMBER
		NTS	NOT TO SCALE
		OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
CMP	CORRUGATED METAL PIPE	PG	PAGE
CO	CLEANOUT	PS	POWER SOURCE
CONC	CONCRETE	PUE	PUBLIC UTILITY EASEMENT
DI	DUCTILE IRON	PVC	POLYVINYL CHLORIDE
DIM	DIMENSION	RCP	REINFORCED CONCRETE PIPE
DYL	DOUBLE YELLOW LINE	R	RADIUS
E	EAST	RT	RIGHT
EA	EDGE OF ASPHALT	S	SOUTH
EG	EXISTING GRADE	SEC	SECTION
EL	ELEVATION	SS	SANITARY SEWER
ELEV	ELEVATION	STA	STATION
EP	EDGE OF PAVEMENT	SWL	SOLID WHITE LINE
EW	EACH WAY	T	TOP
EX	EXISTING	TBC	TOP BACK CURB
FG	FINISH GRADE	TC	TOP OF CONCRETE
FH	FIRE HYDRANT	UDOT	UTAH DEPARTMENT OF TRANSPORTATION
FL	FLOWLINE	VERT	VERTICAL
FLG	FLANGE	W	WATER
FT	FEET	W	WEST
HDPE	HIGH DENSITY POLYETHYLENE PIPE	W/	WITH
IRR	IRRIGATION		
LT	LEFT		

UTILITY CONTACT INFORMATION				
UTILITY COMPANY	POINT OF CONTACT	PHONE NUMBER	E MAIL	NOTES
ROCKY MOUNTAIN POWER	DEL EDWARDS	801-331-6568	DEL.EDWARDS@ROCKYMOUNTAINPOWER.NET	WORK ORDER NUMBER: 8253651

CONTACT INFORMATION

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PRINCIPAL : J. BAILE
MANAGER: G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

PROJECT

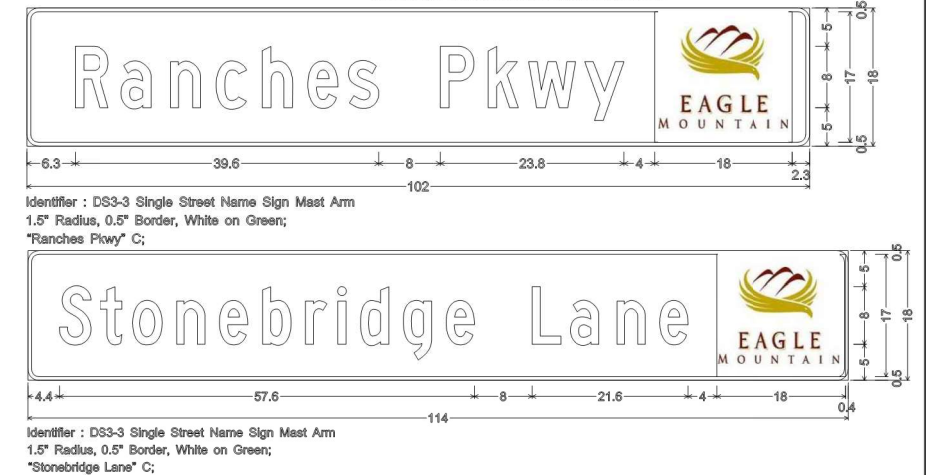
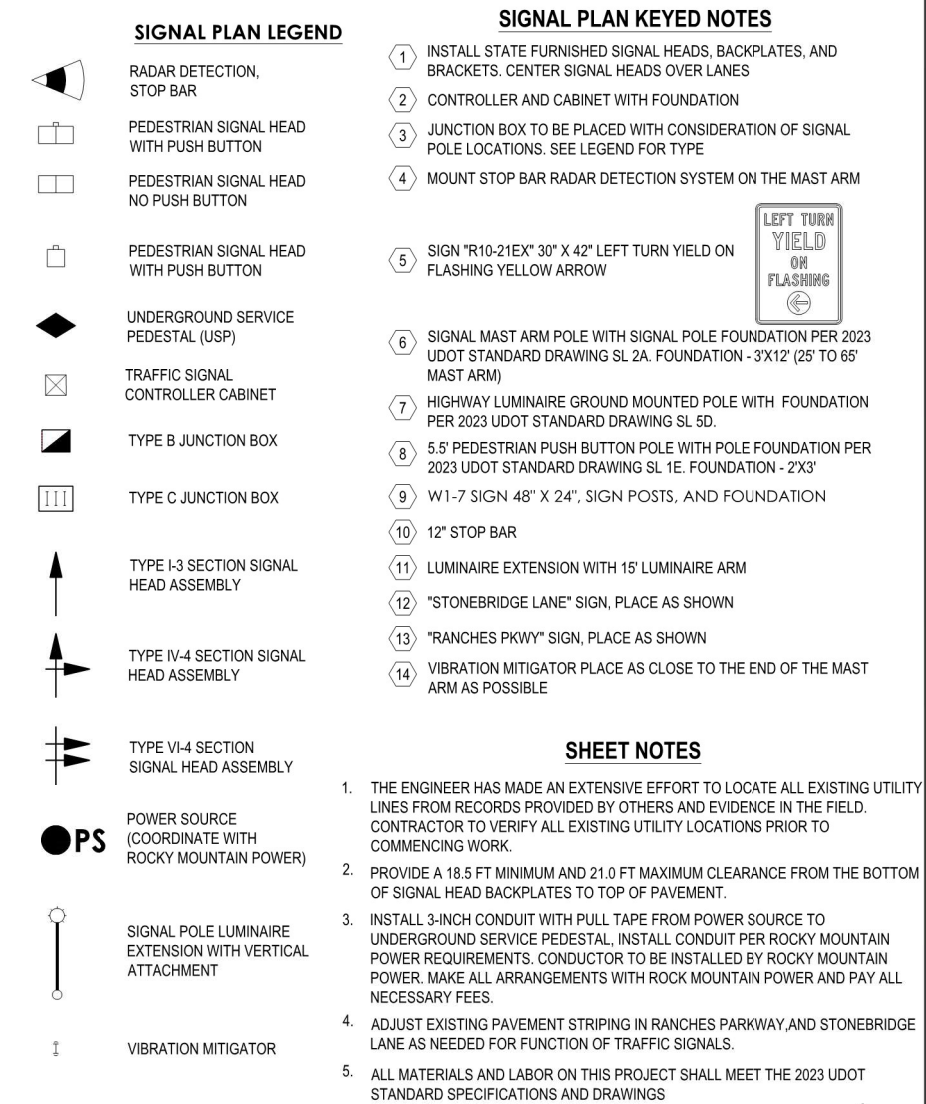
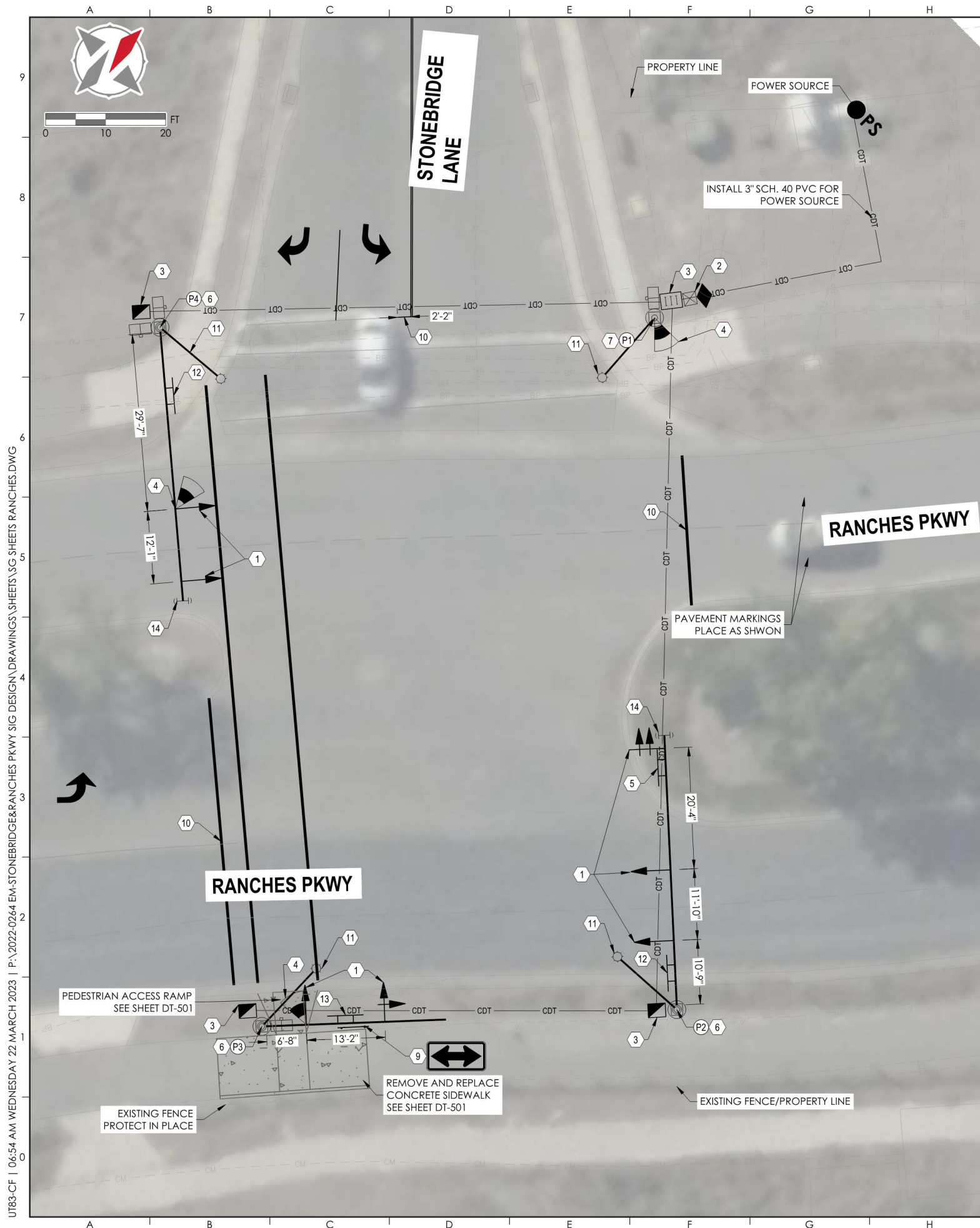
2022-0264
22 MARCH 2023

RANCHES
PARKWAY
SIGNAL

RANCHES PKWY AND
STONEBRIDGE LANE

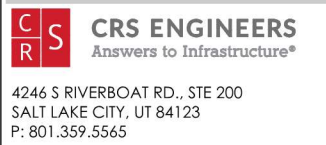
GENERAL NOTES
2 OF 6

G002



POLE SCHEDULE							
POLE ID.	NORTHING	EASTING	MAST ARM LENGTH	LUMINAIRE HEIGHT	LUMINAIRE ARM LENGTH	FOUNDATION BASE ELEVATION	REMARKS
(P1)	7306709.35	1508213.42	N/A	40'	15'	SEE NOTE 6	34'-9" LUMINAIRE POLE, PUSH BUTTON, AND PED HEAD
(P2)	7306630.65	1508297.80	45'	40'	15'	SEE NOTE 6	SIGNAL POLE
(P3)	7306579.63	1508251.00	30'	40'	15'	SEE NOTE 6	SIGNAL POLE WITH PUSH BUTTON AND PED HEAD
(P4)	7306649.77	1508156.43	45'	40'	15'	SEE NOTE 6	SIGNAL POLE WITH PUSH BUTTON

CONTACT INFORMATION

REVISIONS

LEGAL NOTICE

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THIS PROJECT EXCEPT BY AGREEMENT
WITH CRS ENGINEERS.

DESIGN



PRINCIPAL : J. BALE
MANAGER : G. NELSON
REVIEWER : G. NELSON
DRAFTER : B. ARAYA

PROJECT

2022-0264
22 MARCH 2023
**RANCHES
PARKWAY
SIGNAL**
RANCHES PKWY AND
STONEBRIDGE LN

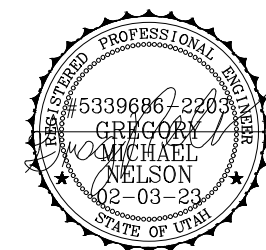
4246 S RIVERBOAT RD., STE 200
SALT LAKE CITY, UT 84123
P: 801.359.5565

REVISIONS

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DESIGN



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PROJECT

2022-0264
22 MARCH 2023

RANCHES PARKWAY SIGNAL

RANCHES PKWY AND
STONEBRIDGE LN

	A	B	C	D	E															
CONTRACTOR FURNISHED MATERIALS																				
	STRUCTURAL SUPPORT			POWER	CONDUIT	JUNCTION BOX	SIGN													
	MASS-ARM SIGNAL POLE FOUNDATION - 3' X 12' 0" TO 65'	MASS-ARM SIGNAL POLE FOUNDATION - 3' X 11' 7" TO 75'	MASS-ARM SIGNAL POLE FOUNDATION - 4' X 11' 8" TO 85'	TRAFFIC SIGNALIZED POLE FOUNDATION - 2' X 3'	HIGHWAY LUMINAIRE POLE FOUNDATION - 2.0' X 8'	CABINET FOUNDATION UNDERGROUND SERVICE PEDESTAL FOUNDATION	UNDERGROUND SERVICE PEDESTAL DUAL METER UNDERGROUND SERVICE PEDESTAL POWER SOURCE (120 VOLT)	2" CONDUIT	2 1/2" CONDUIT	3" CONDUIT	2" CONDUIT WITH DETECTABLE PULL TAPE (FUTURE USE)	TRENCHING PAVED SURFACE	TRENCHING UNPAVED SURFACE	DIRECTIONAL BORING	TYPE A	TYPE B	TYPE C	MASS-ARM MOUNTED SIGN WITH MOUNTING BRACKETS	BLANK OUT SIGN WITH MOUNTING BRACKETS	
LOCATION	CA	CA	CA	CA	CA	CA	CA	LN FT	LN FT	LN FT	LN FT	LN FT	LN FT	LN FT	CA	CA	CA	EA/ SQ FT	CA	
Ranches and Stonebridge	3					1	1	1	1	1182		68	568	123	201		3	1	4/42	
TOTALS	3					1	1	1	1	\$	\$	\$	\$	\$	\$		3	1	4/42	

\$ THESE ITEMS ARE CALCULATED BY THE CONTRACTOR

\$ THESE ITEMS ARE CALCULATED BY THE CONTRACTOR.

CONTRACTOR FURNISHED MATERIALS																		
	SIGNAL AND PEDESTRIAN							LIGHTING			GROUNDING		DETECTION		OTHER			
	4 CONDUCTOR NO. 14 CABLE (SIGNAL CIRCUIT)	7 CONDUCTOR NO. 14 CABLE (SIGNAL CIRCUIT)	7 CONDUCTOR NO. 14 CABLE (PED. CIRCUIT)	4 CONDUCTOR NO. 14 CABLE (PUSH BUTTON CIR)	COUNTDOWN PEDESTRIAN SIGNAL HEAD	PUSH BUTTON AND SIGN ASSEMBLY	PUSH BUTTON FRAME SHOCK-OFF BRACKET	NO. 4 SINGLE CONDUCTOR CABLE	NO. 6 SINGLE CONDUCTOR CABLE	NO. 12 SINGLE CONDUCTOR CABLE WITH BLUE INSULATION	GROUND ROD	NO. 6 BARE COPPER GROUND WIRE	NO. 12 STRAIDED GROUND WIRE (STOP BAR DETECTION)	SMART SENSOR ADVANCE CABLE (SEE NOTE 5)	SMART SENSOR MARK CABLE (SEE NOTE 5)	PREEMPTION CONTROL - CABLE (SEE NOTE 5)		
LOCATION	LN FT	LN FT	LN FT	LN FT	EA	EA	PAR	LN FT	LN FT	LN FT	EA	LN FT	LN FT	LN FT	LN FT	EA		
Ranches and Stonebridge		940	347	457	4	4				1660	4	608	362		362			
TOTALS	\$	\$	\$	\$	4	4		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

\$. THESE ITEMS ARE CALCULATED BY THE CONTRACTOR

* THESE ITEMS ARE CALCULATED BY THE CONTRACTOR

[illegible][illegible]

CONTACT INFORMATION



CRS ENGINEERS
Answers to Infrastructure®

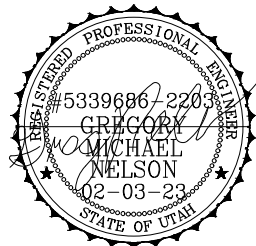
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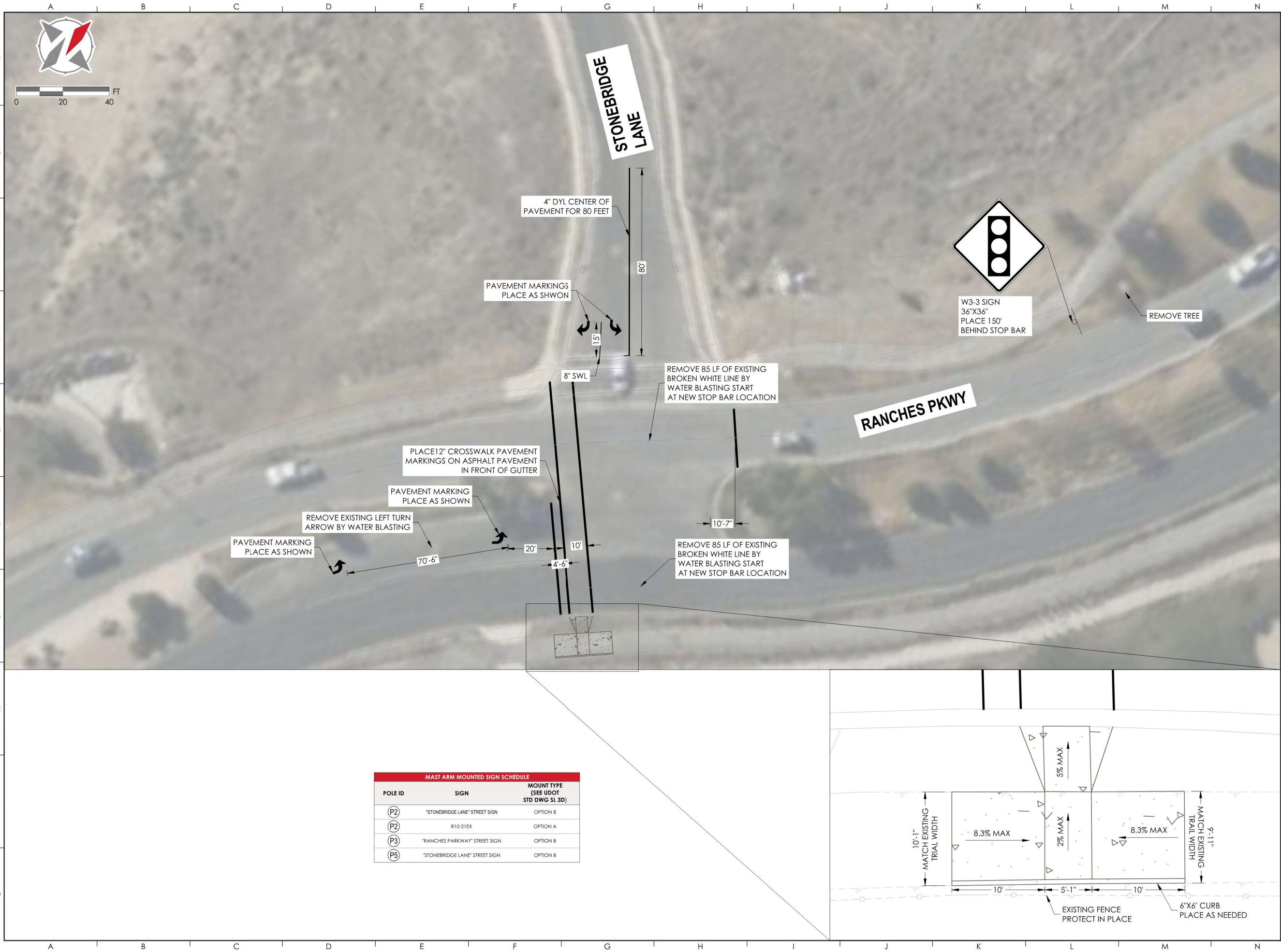
PROJECT

2022-0264
22 MARCH 2023

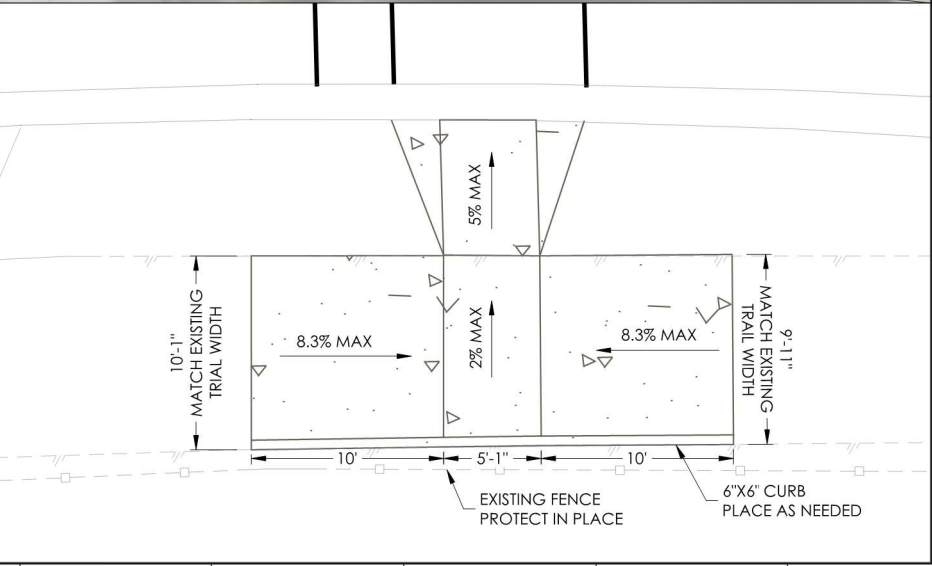
RANCHES PARKWAY SIGNAL

RANCHES PKWY AND
STONEBRIDGE LN

UT183-CF | 06:54 AM WEDNESDAY 22 MARCH 2023 | P:\2022-0244 EV\STONEBRIDGE&RANCHES PKWY SIG DESIGN\DRAWINGS\SHEET\SG SHEETS RANCHES.DWG



MAST ARM MOUNTED SIGN SCHEDULE		
POLE ID	SIGN	MOUNT TYPE (SEE UDOT STD DWG SL 3D)
(P2)	'STONEBRIDGE LANE' STREET SIGN	OPTION B
(P2)	R10-21EX	OPTION A
(P3)	'RANCHES PARKWAY' STREET SIGN	OPTION B
(P5)	'STONEBRIDGE LANE' STREET SIGN	OPTION B



CONTACT INFORMATION



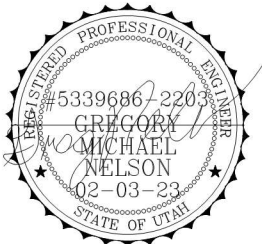
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DRAFTER : B. ARAYA

PROJECT

2022-0264
22 MARCH 2023

**RANCHES
PARKWAY
SIGNAL**

RANCHES PKWY AND
STONEBRIDGE LN

BID SCHEDULE 4 (PONY EXPRESS AND RANCHES PARWAY INTERSECTION)

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Unit Cost</i>	<i>Total Cost</i>
Project					
1	MOBILIZATION	1	LS	5,300	5,300.00
2	TRAFFIC CONTROL	1	LS	5,500	5,500.00
3	24" CROSSWALK MARKINGS	26	EA	62	1,612.00
4	4" SWL	350	LF	5	1,750.00
5	12" STOPBAR	80	LF	4	320.00
6	PAVEMENT TURN ARROWS	4	EA	50	200.00
7	RELOCATED SIGNS	6	EA	400	2,400.00
8	NEW SIGNS	6	EA	900	5,400.00
9	ROADWAY GRANULAR BORROW 18"	17	CY	130	2,210.00
10	ROADWAY UNTREATED BASE 9"	4000	SF	5	20,000.00
11	ROADWAY 6" HMA	4000	SF	5.40	21,600.00
12	MEDIAN CURB REMOVAL	300	LF	13	3,900.00
13	MEDIAN REMOVAL/EXCAVATION	3400	SF	5	17,000.00
14	ROADWAY SAWCUT	600	LF	4	2,400.00
15	NEW CURB	300	LF	40	12,000.00
16	MATERIAL TESTING	1	LS	3,500	3,500.00
	BID SCHEDULE TOTAL (1-16)				\$105,092.00
BID SCHEDULE TOTAL (IN WORD FORM) ONE HUNDRED FIVE THOUSAND NINETY TWO					

BID SCHEDULE TOTALS

<i>Bid Schedule #</i>	<i>Description</i>	<i>Total Cost</i>
1	EAGLE MOUNTAIN BLVD AND MAJORS STREET	\$337,875.00
2	PONY EXPRESS PARKWAY AND WOODHAVEN BLVD	\$384,420.00
3	RANCHES PARKWAY AND STONEBRIDGE LANE	\$255,963.00
4	PONY EXPRESS AND RANCHES PARWAY INTERSECTION	\$105,092.00
	GRAND TOTAL	\$1,083,350.00



RANCHES PARKWAY

PONY EXPRESS PARKWAY

Starts to block lane

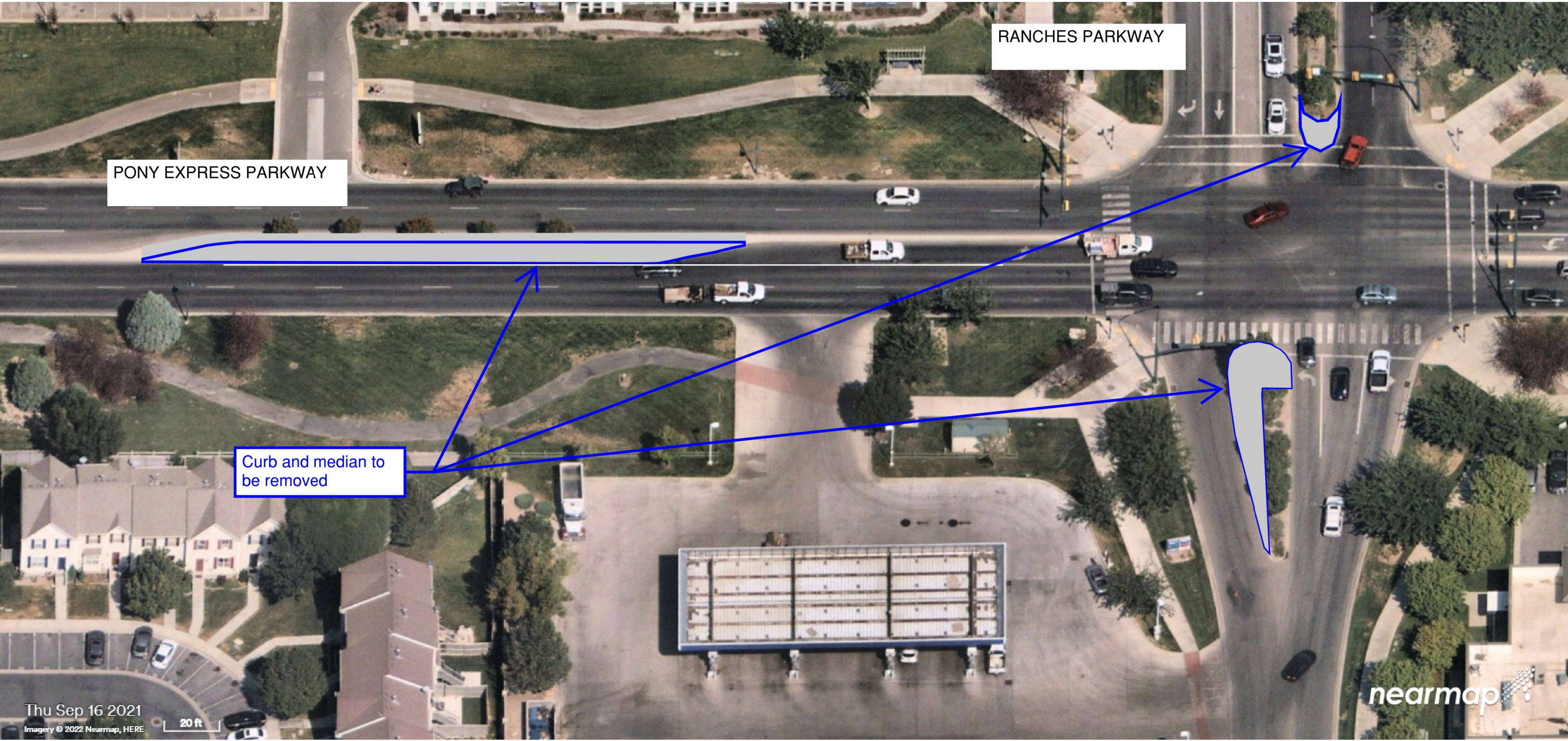
BLUE: EXISTING
RED PURPOSED

Thu Sep 16 2021

Imagery © 2022 Nearmap, HERE

20 ft

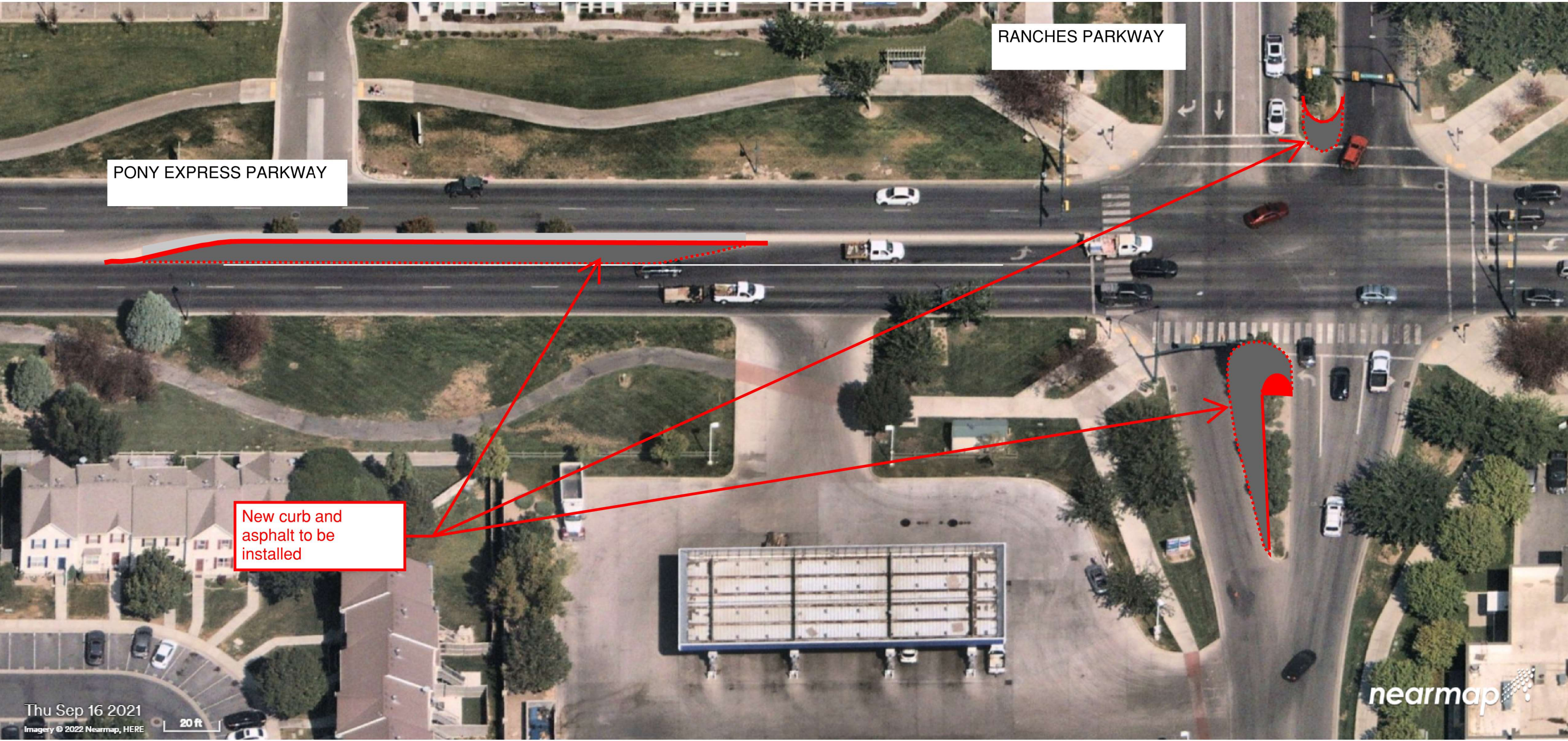
nearmap



RANCHES PARKWAY

PONY EXPRESS PARKWAY

Curb and median to be removed



RANCHES PARKWAY

PONY EXPRESS PARKWAY

New curb and
asphalt to be
installed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2023

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

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

PRODUCER Reliance Risk Management & Insurance PO BOX 900458 Sandy UT 84090		CONTACT NAME: Cheryl Johns PHONE (A/C, No, Ext): (801) 438-1462 FAX (A/C, No): (801) 438-1461 E-MAIL ADDRESS: cheryl@reliancermi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Admiral Insurance Company	
		INSURER B: State Auto Mutuals Co	
		INSURER C: StarStone National	
		INSURER D: Workers Compensation Fund	
		INSURER E: State Auto Property & Casualty Ins Co	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL225231529**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		CA00004179802	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			10073185CA	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y		86940E221ALI	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea occurrence) \$ 2,000,000
	AGGREGATE \$ 2,000,000						
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	3528466	05/01/2022	05/01/2023	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
E	Inland Marine Commercial Property			10073183CP	05/01/2022	05/01/2023	Inland Marine \$170,000
	Building \$600,000						
	Commercial Property \$150,000						

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

Project #EMC-FY23-23

Eagle Mountain Intersection Improvement Project.

Certificate holder is listed as additional insured with respects to the general liability as required by written contract. Coverage is on a primary and non-contributory basis. Subject to the insurance terms, conditions, limitation and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**Eagle Mountain City
1650 E Stagecoach Run

Eagle Mountain

UT 84005

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

AUTHORIZED REPRESENTATIVE

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

Monday, April 17, 2023

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

SUBJECT: Sweetwater Industrial phase "A" plat 2 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Sweetwater Industrial phase "A" plat 2

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

1st Bond Release	
Original Bond Amount:	\$ 14,850.00
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 13,500.00
Amount Remaining in Bond:	\$ 1,350.00

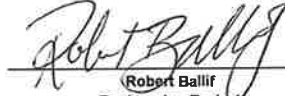
Bond Releases Summary	
#1	\$ 13,500.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 13,500.00

4/17/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
						Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.									
a	SWPPP	1	LS	\$3,000.00	\$3,000.00	0	1	100%	\$3,000.00	\$3,000.00
2	ROADWAY IMPROVEMENTS									
a	Asphalt patch for new services install	1	LS	\$2,000.00	\$2,000.00	0	1	100%	\$2,000.00	\$2,000.00
b	Curb & trail patch	1	LS	\$1,000.00	\$1,000.00	0	1	100%	\$1,000.00	\$1,000.00
3	CULINARY WATER									
a	1.5" service	1	EA	\$4,000.00	\$4,000.00	0	1	100%	\$4,000.00	\$4,000.00
4	SEWER									
a	4" service	1	EA	\$3,500.00	\$3,500.00	0	1	100%	\$3,500.00	\$3,500.00
TOTAL CONSTRUCTION COST					\$13,500.00					
10% Bond Coverage					\$1,350.00					
TOTAL BOND AMOUNT:					\$14,850.00	Released this Period			\$13,500.00	


Christopher T. Trusty P.E.
Engineering Director

4/17/23
Date


Robert Ballif
Engineering Tech

4/17/23
Date

SWEETWATER INDUSTRIAL PHASE A PLAT 2

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

Approved this 21 day of December, 2021
By Dominion Energy
Title Pre-Comm

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.11 tariff.

[Signature]
DIRECT COMMUNICATIONS
DATE 12-21-21

LOT DRAINAGE NOTES:

1. EACH LOT WILL RETAIN ITS OWN STORM RUNOFF. STORM RUNOFF IN THE ROADWAYS WILL BE CONVEYED UNDETAINED TO THE EXISTING 54" STORM DRAIN PIPE LOCATED IN 1000 EAST.

ROCKY MOUNTAIN POWER

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

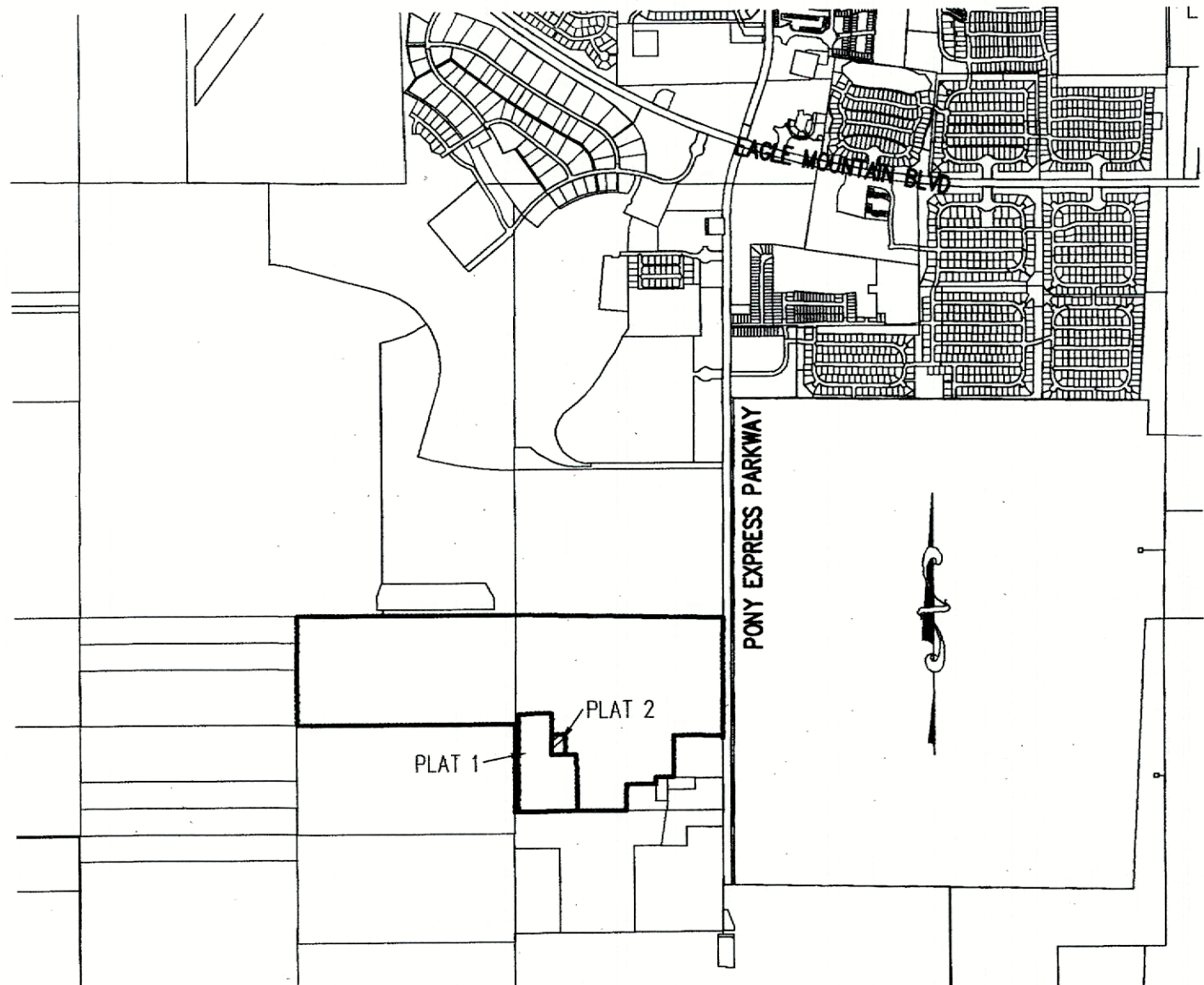
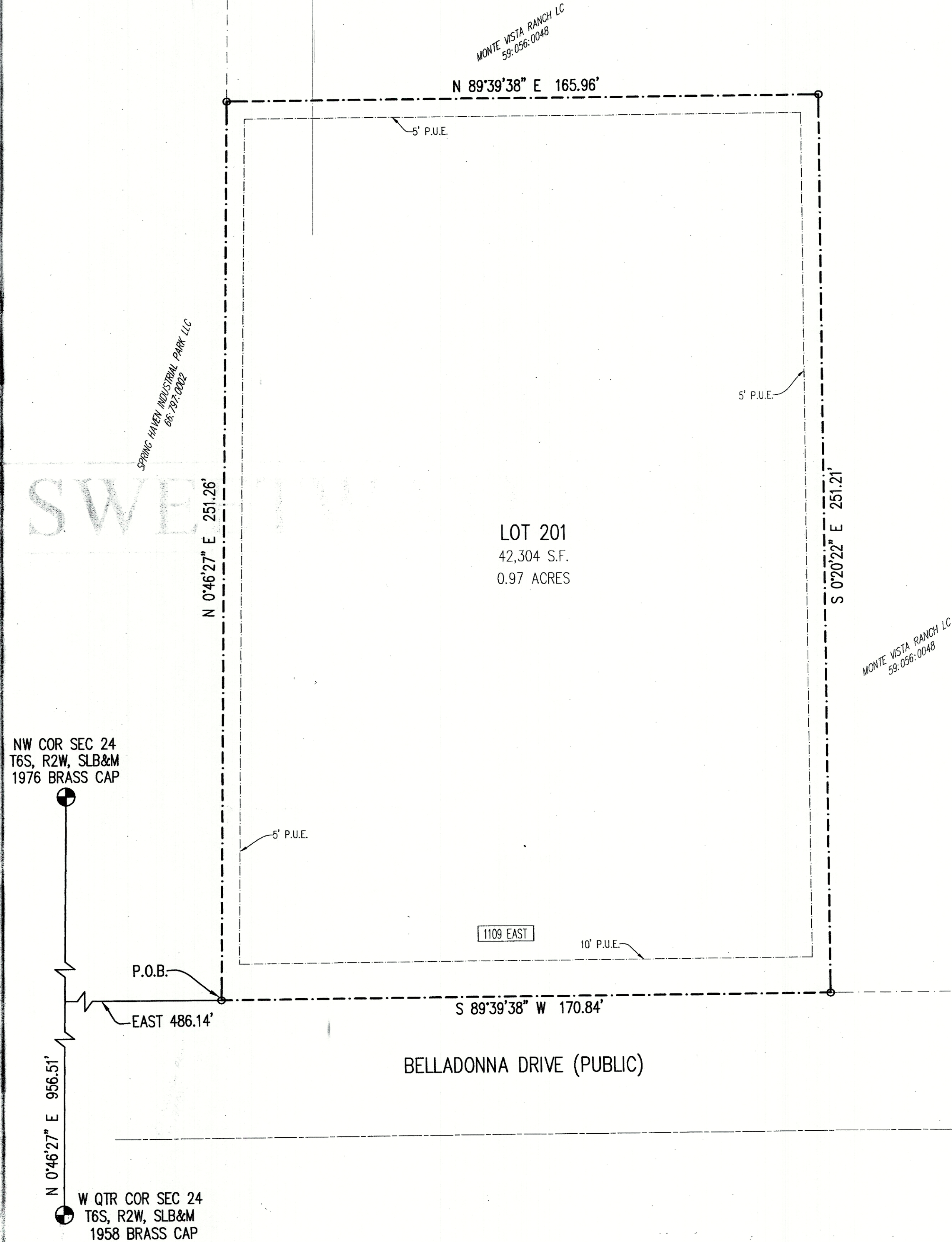
[Signature] 1/3/2022
ROCKY MOUNTAIN POWER
DATE

PHASE A PLAT 2 CALCULATIONS

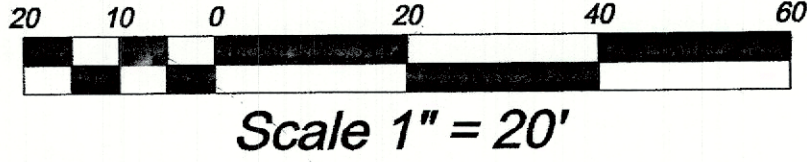
TOTAL ACREAGE:	0.97 ACRES
BUILDABLE ACREAGE:	0.97 ACRES
TOTAL ACREAGE IN LOTS:	0.97 ACRES
RIGHT-OF-WAY AREA:	0.00 ACRES
TOTAL OPEN SPACE:	0.00 ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ACRES
AVERAGE LOT SIZE:	42,304 SF/0.97 ACRES
LARGEST LOT SIZE:	42,304 SF/0.97 ACRES
SMALLEST LOT SIZE:	42,304 SF/0.97 ACRES
OVERALL DENSITY:	1.03 LOTS/ACRE
TOTAL # OF LOTS:	1 LOTS

SETBACK NOTES:

FRONT SETBACK = 25'
SIDE SETBACK = 0' BECAUSE IT IS NEXT TO OTHER INDUSTRIAL PROPERTIES
REAR SETBACK = 20'
NO BUILDING SHALL BE CLOSER THAN 10 FEET FROM ANY PRIVATE ROAD, DRIVEWAY, OR PARKING SPACE.



VICINITY MAP



Scale 1" = 20'

SURVEYOR: **AZTEC ENGINEERING INC.**
732 N. 780 W.
AMERICAN FORK, UT. 84003
(801) 224-7308

SURVEYOR'S CERTIFICATE

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

DATE Dec. 17, 2021
AARON D. THOMAS (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°46'27" EAST ALONG SECTION LINE 956.51 FEET AND EAST 486.14 FEET FROM THE WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE N 00°46'27" E, A DISTANCE OF 251.26 FEET; THENCE N 89°39'38" E, A DISTANCE OF 165.96 FEET; THENCE S 00°20'22" E, A DISTANCE OF 251.21 FEET; THENCE S 89°39'38" W, A DISTANCE OF 170.84 FEET TO THE POINT OF BEGINNING.
CONTAINING 42,304 SQUARE FEET OR 0.9712 ACRES, MORE OR LESS.
BASIS OF BEARING = UTAH STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE

EAGLE MOUNTAIN DEVELOPER PLAT DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveys 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
Monte Vista Ranch LC
AUTHORIZED SIGNATURE(S)
[Signature] TIFFANY WALDEN, OWNER. 2/3/22

ACKNOWLEDGMENT

On the 3 day of February, 2022, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledged to me that the Owners Dedication was executed by them on behalf of the Owners.

MY COMMISSION EXPIRES: 03.05.2024
710974
COMMISSION NUMBER
NOTARY PUBLIC SIGNATURE
[Signature]
Lianne Pengra
PRINTED FULL NAME OF NOTARY

ENT 24121:2022 Map # 18186
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Feb 24 9:52 am FEE \$2.00 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 6 DAY OF January, 2022

APPROVED BY MAYOR [Signature]
APPROVED BY CITY ATTORNEY [Signature]
APPROVED BY ENGINEER (SEE SEAL BELOW) [Signature] ATTEST BY CITY RECORDER (SEE SEAL BELOW)

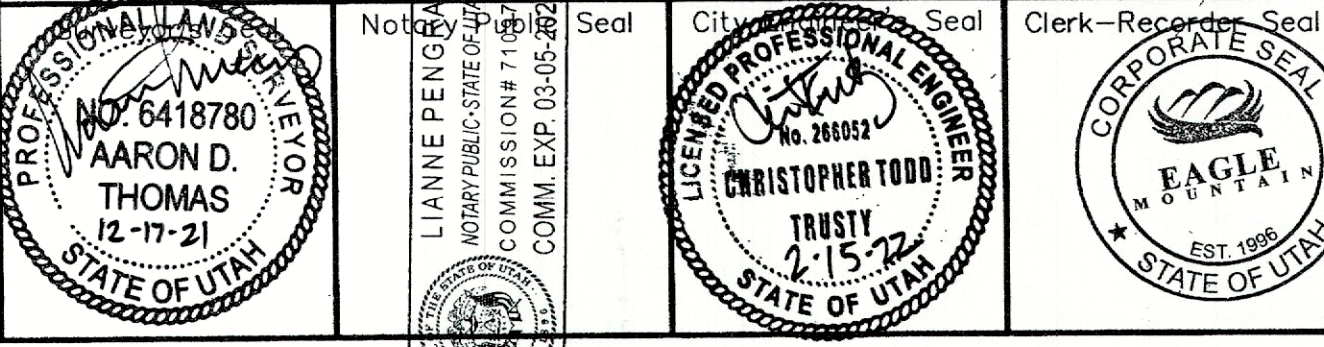
FINAL PLAT 2

SWEETWATER INDUSTRIAL PHASE A
SUBDIVISION

LOCATED IN THE NW CORNER OF SEC 24, TOWNSHIP 6S, RANGE 2W, S.L.B.&M.

EAGLE MOUNTAIN CITY UTAH COUNTY, UTAH

SCALE: 1" = 20 FEET





EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

April 18, 2023, 2:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

2:00 P.M. WORK SESSION – CITY COUNCIL CHAMBERS

ELECTED OFFICIALS PRESENT: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Jared Gray, and Brett Wright. Councilmembers Curtis and Love arrived at 4:12 p.m.

CITY STAFF PRESENT: Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Steven Lehmitz, Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Chris Trusty, City Engineer; Zac Hilton, Streets and Storm Drain Manager; Jeff Weber, Fleet and Facilities/Operations Director; Brad Hickman, Parks and Recreation Director; Eric McDowell, Chief Deputy Sheriff; Bailey Ensign, Digital Communications Specialist; and Natalie Winterton, Grants Coordinator/Management Analyst.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; Mack Straw, Public Utilities Manager; and Michele Graves, Library Director.

Mayor Westmoreland called the meeting to order at 2:21 p.m.

The work session discussion of items was not sequential.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Engineering

- Silver Creek Way – Oldcastle has completed the design for the precast box culvert section for the crossing. The Council will consider a reimbursement agreement with Flagship for the costs associated with the Tickville culvert; Flagship will bear the costs for the roadway section itself. It is anticipated that the roadway will be completed by July 2023.
- Eagle Mountain Boulevard – City staff are trying to time the restriping project for optimum weather conditions and hope to have a window next week that will allow for the work to occur.
- Well #8 – The top portion of the well has had issues with collapsing. After considering several options, it is likely that the well will need to have a surface casing installed to prevent additional collapses. Staff have been working with Grimshaw to obtain a change order to present to the Council.

Public Utilities

- Well #1 is operational as of today, and Well #5 repair will start this week. Weather delayed the completion of Well #1 and beginning of repairs for Well #5. The City has preordered a new pump due to a potential wait time of up to 12 weeks.
- Lone Tree Lift Station – Repairs should extend the life of the station until it can be connected in the future to a gravity-fed line.

Parks, Recreation, Events, and Cemetery

- Staff coordinated with Tree Utah and Cedar Valley High School to help with a tree planting project around their tennis courts on Monday, April 18, 2023.

Communications

- Standards and Practices will be presented to the City Council during the May 2nd work session. Approval will follow at the May 16th meeting.

Facilities, Fleet, and Emergency Management

- The well house HVAC upgrades have been completed.
- Upgrades to the Sewer building are moving forward.

Streets and Storm Water

- With the recent warm weather, the Streets Department has completed the grading for all the City's dirt roads.
- Tickville Wash and Oak Springs Wash continue to flow at low to moderate rates. The West Canyon Wash and Pole Canyon Wash are still dry. All washes are monitored daily, and staff will continue to do so during spring run-off.

Community Development

- In April, the City issued 37 building permits for single-family homes and no multifamily permits.
- Other permits issued included a church in Overland, a stake center addition, and a Roxberry.
- Upcoming projects for the Council: Applebee's site plan, Lone Tree F3 Preliminary Plat, Parkway Fields Phase C, Project Tripletail rezone (RTI Overlay), Porter's Crossing Town Center MDP and MDA Amendment, Rush Creek Rezone, and a variety of Municipal Code amendments.

Comcast representatives were unable to attend this meeting but plan on be attendance at the next meeting to address issues with the installation of above grade boxes. Mr. Jerome has requested installations to cease until issues can be resolved.

1.B. PRESENTATION – Comprehensive Marketing Plan Staff Report

Digital Communications Specialist Bailey Ensign and Grants Coordinator/Management Analyst Natalie Winterton presented the Comprehensive Marketing Plan Staff Report.

Staff and the City Council considered the methodology, focus, purposes, and benefits of rebranding and concerns with rebranding frequency and costs.

2. AGENDA REVIEW

10. AGREEMENTS

10.B. Employee Benefits Agreements – MotivHealth, New Benefits, and MetLife MotivHealth Proposal New Benefits Agreement MetLife Accident & Critical Illness Insurance Agreement

Councilmember Wright complimented staff for the reduction in premium costs as a testament of how the system has been utilized.

10.D. Recreation Area Use Agreement – Utah County Youth Soccer Inc. Orem League #20 Youth Soccer Agreement 2023

Parks and Recreation Director Brad Hickman said the cost is comparable to programs in other cities. The plan is a compromise to allow residents to sign up for only the spring or fall season while still covering the cost of full uniforms, which are not provided in other cities.

10.E. Tickville Culvert Reimbursement Agreement – Flagship Homes Culvert Reimbursement Agreement – Flagship Homes Tickville Wash Bid & Budget

Councilmember Gray expressed concern with the competitiveness of accepting a single bid project from an outside entity. He feels the City may find a better price from another company, and he questioned whether the City should be obligated to pay the reimbursement costs.

City Engineer Chris Trusty said he feels the amount of the bid is within expectations for the project. The Council could require Flagship to solicit multiple bids. In previous discussions with Council, Flagship had indicated they felt they had met the connectivity requirements for the project. Should the City elect to collect competitive bids, the bid process would take one month and could jeopardize the ability to have the project completed prior to the beginning of the school year.

Councilmembers Burnham and Wright recognized the validity of Councilmember Gray's concerns. However, they are hesitant to delay the project and the resulting impact on residents, especially considering Mr. Trusty's belief that the bid total is within his expectations.

City Attorney Marcus Draper explained that if Flagship is contracting the work, they are not bound by City requirements to solicit multiple bids unless stipulated as a part of the contract.

Mr. Trusty suggested having Innovative Contracting and Engineering (ICE), a company that has provided construction cost research for the City previously, evaluate the bid to determine if it is a fair price. He said he had communicated with Kameron Spencer with Flagship Homes and learned that they had considered multiple bids. Flagship is willing to share the information from the other

bids if desired. Mr. Trusty explained that the terms of the agreement protect against Flagship Homes from financially benefiting from the work.

11. BID AWARDS

11.A. Carnival Operations – Brown's Amusements Inc.

Councilmember Love expressed hesitancy to approve a five-year contract in which the City only received one bid.

Parks and Recreation Director Brad Hickman said that Brown's Amusements Inc. has run the carnival for the past five years and has been respectful, clean, and run a good operation. The pricing is structured on a tier schedule based upon volume. As the City has been satisfied with their services, he recommended awarding the bid.

11.C. Mid Valley Road Widening Project – Newman Construction

Discussion verified that funds for this project would not impede the guaranteed funding from Mountainland Association of Government for Old Airport Road.

11.D. Pony Express Paving Project – Geneva Rock

Councilmember Wright expressed concern regarding the timing of the improvements given the future road wear that will be caused by the construction of future phases of the Meta project.

Streets and Storm Drain Manager Zac Hilton explained that this portion of the road will be the primary access for the new charter school opening in September, the Scarlett Ridge subdivision, and a future Flagship development. The rehabilitation project includes removing and replacing the top half of the six-inch mat and adding fiber to strengthen the road. Without rehabilitation, further wear would require full replacement. The City is in negotiations for a reimbursement agreement for improvements exceeding the City's responsibility.

11.E. Ranches Parkway and Campus Drive Improvements Design – Civil Science

Councilmember Burnham requested an explanation regarding Civil Science's larger number of hours for the project, compared to the other bids. She asked if the City will be charged for the full amount regardless of the actual number of hours to complete the project.

Mr. Trusty verified that the City will be charged for the hours worked and not the full estimated number should the project be completed faster than anticipated. All of the bids included not-to-exceed costs. He has worked with Focus, the lowest bid company, on subdivision projects but not on a Utah Department of Transportation (UDOT) or City project. He has worked with the other three companies without incident on City projects. Focus appears to have the expertise necessary for the project. However, he would recommend reaching out to references should the Council elect to award Focus the bid.

Discussion ensued regarding whether to remove the item from the consent agenda or to award the bid to Focus instead of Civil Science.

Mr. Trusty noted that the City provides the applicants with the criteria used to award bids and should the Council desire to deviate from that methodology the process should be changed accordingly. The current process weighs experience at 30%, functional approach at 40%, technical approach at 20% and cost at 10% of the total score. Civil Science ranked the highest in experience and functional approach.

Councilmember Wright expressed concern with the cost only being 10% of the weighted score.

Applicant representative Jay Meacham with Civil Science said they are an approved UDOT consultant. In the preparation of the proposal, they spoke with UDOT representatives. As a result, they anticipate the impacts on Wride Memorial Highway will be extensive and require a merge lane extending to Mount Airy Drive. The hour tabulation factors in coordination with UDOT and the retaining walls and barriers requiring UDOT processes.

Discussion ensued about the impact and importance of the project and the City's bid evaluation process.

Councilmember Love stated that even though Old Airport Road improvements should reduce traffic at this intersection, she feels the high-t intersection will still be merited.

11.F. Recorder's and Sheriff's Office Remodel – Wasatch West Contracting

12. CHANGE ORDERS

12.B. Old Airport Road Design Change Order #4 – Civil Science

Councilmember Love requested the upsizing of the culvert be included to prevent repeat flooding in the City due to runoff, as had been discussed during their budgeting meetings.

15. RESOLUTIONS

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Sewer System Management Plan.

Public Utilities Manager Mack Straw explained that the management plan is required.

15.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Quest 3 East Master Development Agreement.

Councilmember Wright cited Section 4.2., "Unit Density. Developer shall be entitled to develop the Project in accordance with the densities and lot locations as depicted on the Master Plan. Developer may not transfer density within the Project, and Developer shall not be allowed to transfer density or lots due to a school, church or other non-residential use," and asked for the

section to be removed from the agreement to prevent the perception that the applicant is vested with the number of lots represented in the diagram to clarify that the vesting is for the zoning not a unit count and the plan must still adhere to standards for the applicable zone.

Mr. Draper explained that the distinction would have been best addressed at the master development plan (MDP) stage of the approval process. The Eagle Quest 3 MDP vests zoning and has the layout for the lot sizes and roads. Section 4.2 in the master development agreement could be amended to state, “Entitled to develop the product in accordance with the master development plan,” and remove “with the densities and lot locations.” The applicant would need to agree to the change.

Councilmember Wright stated he was in favor of Mr. Draper’s recommendations and Councilmembers Burnham and Gray confirmed they were amenable to the change.

Assistant City Administrator/Community Development Director Steve Mumford said he spoke with an applicant representative, and they would like to better understand the reason for the amended language before agreeing to the change and can be present during the policy session.

After discussion verified that the application is not being granted densities and changes to the approved plan would result in additional reviews, Councilmember Wright withdrew his concerns and was amenable to the adoption of the MDA to be approved on the consent agenda as presented.

15.E. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the 2022 Municipal Wastewater Planning Program Annual Report.

Councilmember Wright noted the issues raised in the report and suggested reviewing and adjusting rates and initiating a study for wastewater impact fees. He would like to plan for infrastructure replacement rather than a reactive approach.

Discussion supported evaluating options to increase productivity to prepare for, schedule, and allocate funding for infrastructure repairs and replacement caused by weathering and age.

Ms. Ruesch stated the Enterprise Fund Reserve has no maximum. The City has had conversations but has not established processes to address such needs.

Councilmember Gray recommended creating a Reserve Enterprise Fund.

16. ORDINANCES/PUBLIC HEARINGS

16.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Section 17.60.160 Zone Transitions.

Senior Planner David Stroud presented the item. EMMC contains a list of various zones which indicates compatible buffer zones may be located near a particular zone. The proposed Municipal Code amendment permits the City Council to make rare exceptions to the list of buffer zones. The

City Council is to consider the advantages or disadvantages regarding changes to the buffer code standards. The City Council is not required to approve exceptions when requested, and will still have the ability to weigh the pros and cons of each zoning proposal and determine whether the exception would provide a benefit to the overall City as proposed, in addition to weighing it against the other standard rezone criteria. The City could allow an OS-I Zone to be used as the transition; however, the perimeters of using the zone as a buffer are not clearly defined in the standards.

The applicant, desiring to construct a Walmart, at the corner of Spring Run Parkway and Wride Memorial Highway, has submitted a proposal to amend EMMC 17.60.160 Zone Transitions to include, "Exceptions to the compatible buffer zones should be rare but may be approved by the City Council in areas where, at the discretion of the Council, the value or benefit to the general public will be significantly higher with an alternative buffer."

Staff has proposed the following alternative wording, "Exceptions to the compatible buffer zones may be considered at the discretion of the City Council for rezones occurring near major intersections or major roadways, for important economic development opportunities, for projects that will provide a significant value to the general public, and if concerns relating to the project's compatibility are adequately addressed to reduce or eliminate negative impacts to neighboring properties. Projects are still required to comply with the buffer widths and improvements standards found in EMMC 17.60.170(b) and 17.60.110, and the approval authority may require additional widths or improvements to reduce negative impacts to neighboring properties."

The Planning Commission recommended 4-1 that the City Council approve the amendment with the condition that the City work with the applicant to revise the amendment to identify ways to make the code narrower and more specific in scope.

Councilmember Burnham stated her support of staff's recommended wording to clarify the Council can require a buffering width exceeding the buffering standard of 20 feet adjacent to commercial uses and the inclusion of reasons the City might consider an exemption.

Councilmember Wright said although he recognized the need for flexibility, he is conflicted about adjusting the standards. He inquired if EMMC 17.35.020 already gives the Council the purview to consider approving commercial zoning areas in the City independent of buffering.

Mr. Draper noted the necessity of considering Municipal Code standards as a whole and to address transitioning exemptions independent of zoning. Although, the OS-I Zone would meet the requirements, there are negatives to spot zoning small parcels to meet a technical requirement and he thinks approving an exemption would be more appropriate to allow a major commercial enterprise adjacent to a major intersection.

The Council considered the appropriate width of open space to make the OS-I Zone a feasibility zone transition and other options.

Mayor Westmoreland recessed the meeting from 3:59 p.m. to 4:12 p.m.

16.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map and Rezoning Certain Lands Known as Eagle Mountain Retail.

Discussion ensued regarding concerns with the limited egress and ingress on the concept plan and grading and other engineering challenges and possible solutions.

City Administrator Paul Jerome presented a Utah Department of Transportation concept for future plans for the area for the freeway, freeway accesses, and frontage road.

Councilmember Curtis suggested requiring a master development agreement for the project to address concerns such as site access because once the zone, a legislative action, is completed, the site plan would be governed by administrative approvals and could only be denied should the project fail to meet Municipal Code standards.

Councilmember Gray expressed concern with rezoning the property to Commercial Regional opening the possibility of an inappropriate allowed use in the zone should this project not be approved and developed.

Mr. Draper stated that the City could request a master development agreement; however, requiring an agreement would conflict with recent changes to State laws.

17. POLE CANYON/FIREFLY

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon (AKA Firefly) Master Development Plan.

17.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Amended and Restated Pole Canyon Master Development Agreement, Now Known As Firefly.

Items 17.A. and 17.B. were presented and discussed concurrently.

Planning Manager Robert Hobbs presented a request for approval to modify both a Master Development Plan and associated Master Development Agreement pertaining to 2,764.51 acres of land zoned "Residential" in the "Pole Canyon" development area in order to allow re-configuration of a previously approved project layout that included 9,659 residential dwelling units. On January 19, 2010, a Master Development Agreement (MDA) for the Pole Canyon project became effective. The Agreement memorialized annexation of 2,764.51 acres of land and documented the commitments entered into between the City and developer for the Pole Canyon project. Three amendments to the MDA have also been approved since that date. About a year ago, the applicant approached the City with the concept plans for a re-envisioned development. The re-imagined project contemplated revising the existing Master Development Plan and Agreements to substantially improve its design/layout. Per the applicant, the newly imagined development community now called "Firefly" has a purpose driven mission of creating a

community which allows children to maximize their potential while minimizing their use of electronic devices, social media, and gaming. The revision effort has resulted in submittal of an application package Amended and Re-Stated Master Development Plan and Agreement (ARMDA)] that seeks to replace the previously approved entitlements.

A vested Development Agreement contract is in force on the 2,567.86-acre residential property which allows up to 9,659 dwellings. It is now proposed that residences be placed within one of 13 neighborhood planning areas. Overall residential unit count per acre in Firefly is noted as 3.47 du/a.

The applicant also proposes 154.40 acres of commercial land and 494.84 acres of industrial ground.

The new Master Plan for Firefly contemplates the movement of 1,639 homes from the west side of SR-73 over to the east side. The Applicant believes this shift will provide a better, and well thought out disbursement of residential density.

Housing within the Project will be a mixture of detached housing, twin-homes, townhomes, condominiums, apartments, shared drive housing and units combined with, or in, some commercial buildings.

The Applicant is asking for some setback relief (e.g., 5' sides with the cluster and standard homes with less than 80' of street frontage).

Per the proposed, amended Agreement the Applicant intends to provide 420+ acres of improved open space (mix of parks, trails and open land) within the Project.

The Applicant intends to use rights-of-way widths/profiles as illustrated in the original MDA.

On January 24, 2023, the Planning Commission voted to forward a favorable recommendation of the proposed Master Development Plan and Amended and Re-Stated Master Development Agreement to the City Council, along with the following recommendations:

1. That none of the Applicant's requested exemptions from required City setback residential standards be approved. That is, the setbacks, frontages [of residential lots], and road widths [proposed for use in Firefly] shall conform to City code.
2. That Exhibit E [City processing of subsequent Firefly applications] not be a part of the ARMDA.
3. The Council cause that any conflict(s) between City code and the proposed ARMDA require the City's code to prevail.

Councilmember Burnham noted that the applicant has reduced the total number of units to account for schools and churches.

18. ORDINANCES

- 18.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Adopting the Sweetwater Industrial Park Community Reinvestment Area #3 Project Area Plan as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute.

Economic Development Director Evan Berrett said that he is working on language for the agreement to protect against the approval of the reinvestment area being transferred to a different project by including metrics and terms that could only be tied to a datacenter development.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the work session at 6:09 p.m.

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

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

CITY STAFF PRESENT: Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Planning Manager; David Stroud, Senior Planner; Steven Lehmitz, Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Chris Trusty, City Engineer; Brad Hickman, Parks and Recreation Director; Eric McDowell, Chief Deputy Sheriff; Bailey Ensign, Digital Communications Specialist; and Natalie Winterton, Grants Coordinator/Management Analyst.

CITY STAFF PRESENT ELECTRONICALLY: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Cliff Strachan, Director of Legislative Affairs; Angela Valenzuela, Human Resource Manager; Chas Glenn, Administrative Assistant; Elizabeth Fewkes, Recording Secretary; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; and Michele Graves, Library Director.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:26 p.m.

5. PLEDGE OF ALLEGIANCE

Resident Shelly Milne led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- Eagle Mountain City will be offering spring dumpsters beginning Thursday, April 20 through Sunday, April 23. Residents are encouraged to dispose of items in the dumpsters. Residents with items that cannot be dumped will be provided with a pass to the Intermountain Regional Landfill in Fairfield.

- Sandbag resources are being provided through Eagle Mountain City until flooding risks subside in the community. Interested residents can retrieve as many as 30 sandbags per household at City Hall or the Community Development building. Sand is available at White Hills Park, the Rodeo Grounds, North Ranch Park and Silverlake Park.
- Homeowners are encouraged to wait before watering their lawns for the year. Help the City achieve its water conservation goals while better managing our water utility systems. Wait to water until temperatures are consistently warmer.
- Residents who don't use social media to stay in touch with the City are encouraged to sign up for the City's text notification system. Weekly, the City sends updates on news, important information, and sign-ups for recreational sports. Learn more at eaglemountaincity.com.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:30 p.m.

Jim Smith expressed appreciation to Zac Hilton and the Streets Department for their quick response to weather impacts on roads.

Bruno Hunziker inquired regarding the status of the money the City lost due to fraud and requested mitigation of traffic delays caused by additional traffic lights.

The City Administrator stated that City representatives will be meeting with the insurance company regarding negotiations of an unsatisfactory offer associated with the recent fraud loss. The FBI investigation is ongoing. An outside forensic team determined the breach was not in the City's system. Regarding transportation, staff will be meeting with Mountainland Association of Governments and the City lobbyist is working to get funds allocated to transportation needs.

Mayor Westmoreland closed public comment at 7:40 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Love

Councilmember Love welcomed the public and thanked them for their insights. She recognized City employees for flood prevention and the first responders for emergency response to the accident in Pole Canyon.

Councilmember Wright

Councilmember Wright thanked the residents for attending and being involved in the process of government. The PACT Act passed by Congress provides additional benefits to veterans who were exposed to certain toxins during their service. American Legion #111 Post Commander Jeff Ruth is available to assist veterans with filling out the associated paperwork. The Legion plan to install a banner with the suicide prevention phone number at a local baseball field.

Councilmember Gray

Councilmember Gray echoed appreciation to the meeting participants and Streets Department. He thanked the Volunteers in Police Service for their service in controlling the runoff and keeping the

citizens safe. He recognized Utah House of Representative Stephanie Gricius and Eagle Mountain Chamber of Commerce President Melissa Clark in attendance at the meeting.

Councilmember Burnham

Councilmember Burnham thanked Representative Gricius for working with the City Administrator to protect Eagle Mountain from being targeted by a State Department with restrictions only subject to Eagle Mountain City. The City needs Youth Council Advisors. She appreciates the residents attending the meeting and said that the Council hears and listens to their concerns and cares.

Councilmember Curtis

Councilmember Curtis thanked those in attendance.

Mayor Westmoreland

Mayor Westmoreland recognized Utah House of Representative Stephanie Gricius, Eagle Mountain Chamber of Commerce President Melissa Clark, and the citizens present and expressed appreciation for their meeting participation.

9. APPOINTMENT

9.A. Director of Legislative Affairs

1. Clifford Strachan

MOTION: *Councilmember Wright moved to appoint Clifford Strachan as the Director of Legislative Affairs. Councilmember Gray seconded the motion.*

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

The motion passed with a vote of 4:0.

9.B. Library Advisory Board

1. Amber Worthen – Three-year Term through December 2025

MOTION: *Councilmember Love moved to appoint Amber Worthen to the Library Advisory Board for a three-year term through December 2025. Councilmember Gray seconded the motion.*

<i>Those Voting Yes</i>	<i>Those Voting No</i>	<i>Those Abstaining</i>	<i>Those Absent</i>
☒ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham

☒ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis	☐ Colby Curtis
☒ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☒ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love	☐ Carolyn Love
☒ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

The motion passed with a unanimous vote.

CONSENT AGENDA

10. AGREEMENTS

- 10.A. Amendment to the Approved Ladder Sign Locations Map – Eagle Mountain Chamber of Commerce Proposed Ladder Sign Locations
- 10.B. Employee Benefits Agreements – MotivHealth, New Benefits, and MetLife MotivHealth Proposal New Benefits Agreement MetLife Accident & Critical Illness Insurance Agreement
- 10.C. Recreation Area Use Agreement – Eagle Mountain Baseball Association, Inc. Eagle Mountain Baseball Agreement 2023
- 10.D. Recreation Area Use Agreement – Utah County Youth Soccer Inc. Orem League #20 Youth Soccer Agreement 2023
- 10.E. Tickville Culvert Reimbursement Agreement – Flagship Homes Culvert Reimbursement Agreement – Flagship Homes Tickville Wash Bid & Budget

11. BID AWARDS

- 11.A. Carnival Operations – Brown's Amusements Inc.
- 11.B. Cedar Pass Waterline Project – BD Bush Excavation
- 11.C. Mid Valley Road Widening Project – Newman Construction
- 11.D. Pony Express Paving Project – Geneva Rock
- 11.E. Ranches Parkway and Campus Drive Improvements Design – Civil Science
- 11.F. Recorder's and Sheriff's Office Remodel – Wasatch West Contracting
- 11.G. Smith Ranch Community Park Project – General Contractor – S&L Inc.
- 11.H. Smith Ranch Community Park Project – Playgrounds, Ninja Course, Amenities – Big T Recreation

12. CHANGE ORDERS

12.A. Wastewater Treatment Plant Headworks Facility Change Order #2 – VanCon, Inc.

12.B. Old Airport Road Design Change Order #4 – Civil Science

13. MINUTES

13.A. March 21, 2023 Minutes – Regular City Council Meeting

14. PRELIMINARY PLATS & SITE PLANS

14.A. Site Plan – Taco Bell

15. RESOLUTIONS

15.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Sewer System Management Plan.

15.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Quest 3 East Master Development Agreement.

15.C. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Utah County for Everbridge Mass Notification Services.

15.D. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Amendment to the Interlocal Cooperation Agreement with Utah County for the Pony Express Parkway Widening, Phase 3 Project.

15.E. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the 2022 Municipal Wastewater Planning Program Annual Report.

MOTION: *Councilmember Wright moved to approve the consent agenda modifying item 10.E. to require staff to contract with third-party consultant, Innovative Contracting and Engineering, to review the bid to verify it falls in line with industry standards. Councilmember Gray seconded the motion.*

Those Voting Yes

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

Those Voting No

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

Those Abstaining

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

Those Absent

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

The motion passed with a unanimous vote.

SCHEDULED ITEMS

16. ORDINANCES/PUBLIC HEARINGS

16.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known As TripleTail.

This item has been removed from the agenda at the applicant's request and will not be discussed during this meeting.

16.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Section 17.60.160 Zone Transitions.

Senior Planner David Stroud reviewed the item as presented during work session.

Mayor Westmoreland opened the public hearing at 8:07 p.m.

Bettina Cameron spoke in favor of the current standards and against the proposed amendment due to the potential for unintended consequences and impacts to other areas that alter the General Plan.

Thomas Garvin spoke against the amendment due to concerns that it opens the possibility for elected officials to be subject to outside influence.

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

Councilmember Burnham spoke in favor of the amendment as the City Council can already make an exemption; however, this would provide clarification and direction and empower the Council to impose requirements for projects.

Councilmember Curtis stated that he is against the amendment and making Municipal Code change for one applicant that alters standards City-wide. He advocated for setting and following standards.

City Attorney Marcus Draper said that he does not feel that the changes would lead to adverse consequences as applicants can already ask for exemptions and the Council would not be required to make exceptions. The amendment would increase flexibility for the Council to capitalize on economic opportunities to keep tax dollars in Eagle Mountain when deemed appropriate and as preferable to approving projects that are in violation of Municipal Code.

Councilmember Wright said that after additional consideration, he acquiesced as the allowance might be appropriate in some circumstances.

Councilmember Love said the projects would be weighed based upon economic significance.

Assistant City Administrator/Community Develop Director Steve Mumford confirmed that Commissioner Everett had voted against recommending approval of the amendment to the City Council due to concerns with the open-ended applicant proposed wording. The staff revision to limit the language occurred after the Commission review.

Applicant representative Jim Wright said they will be willing to work with the City to provide buffering and other mitigation measures to have the least impact especially to the residents to the west. They have spoken with the property owners adjacent to the west.

Councilmember Curtis objected to basing a policy decision amending Municipal Code on the circumstances of a single development.

Councilmember Gray explained that he desired to gain perspective of how the amendment would impact a typical applicant.

Mr. Stroud clarified that a masonry wall would be required adjacent to commercial uses; however, it would not be required next to an open space zone.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Section 17.60.160 Zone Transitions using the staff recommendations. The motion failed for lack of a second.*

MOTION: *Councilmember Wright moved to deny an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Section 17.60.160 Zone Transitions. Councilmember Curtis seconded the motion.*

Councilmember Wright stated that he moved to deny the item because his concerns have not been resolved. He might be open to reconsidering the amendment at a future date but was uncomfortable with approving it in conjunction with an application. However, his sense is that other members of the Council are not in favor of approval and he desires to move forward to consider other items.

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

The motion passed with a vote of 4:1.

16.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Future Land Use Map and Rezoning Certain Lands Known as Eagle Mountain Retail.

Discussion ensued regarding whether to move forward with the discussion of the item in light of the previous item to allow for a transition exemption failing.

Mr. Draper verified that although it is not the applicant's or his preferred option, open space would be allowable and compliant with current zoning transition standards.

Applicant representative John Owens said he has met with the property owners to the west of the property and communicated their plans. They will shield the lighting, the security cameras will not infringe on privacy, and will provide wall and landscape screening. More specific information will be provided with the site plan application. He said the adjacent owners are in favor of the store facing away from their property and do not object to the project.

Applicant representatives Caleb Beck said based on preliminary traffic studies, they plan on a full access and a right-in, right-out on Spring Run Parkway depending on coordination with the Utah Department of Transportation.

Discussion ensued regarding the egress and ingress concerns raised during the work session, potential solutions, and whether the site will have a fuel station and/or additional retail.

Councilmember Curtis reiterated his work session concerns about the approval of the rezone limiting the ability of the City Council to make requirements not specified for site plan approvals and noted that traffic impact is a criterion for rezone approval.

Mr. Draper verified that if the applicant were to meet the minimum traffic mitigation measures during the site plan evaluation, the City Council would be legally required to approve the project. Municipal Code permits the City to require a buffer greater than the standard 20 feet. An ordinance can be drafted to void the rezone if certain conditions are not met.

Councilmember Wright stated that he would have been in favor of an application for a rezone to Commercial Community and he has apprehension with the impactful land use entitled in the Community Regional Zone.

Mayor Westmoreland noted that the interaction between the traffic generated by the site and to the east of the site also needs to be a factor in deliberations.

Mayor Westmoreland opened the public hearing at 9:18 p.m.

The following individuals spoke against the rezone: Christian Marinos, Jennifer Reynolds, Travis Jensen, Bruno Hunziker, Thomas Garvin, Rory Milne, Brain Patrick, Gerald Reynolds, Shelly Milne, Todd Milne, Craig Morris, Elizabeth Marinos, Brie Saunders, Julie Stauffer, and Colin Curtis.

The following individuals submitted emails in opposition to the rezone Andrew Turner, Brann Thomas, Brain Scow, Chris Wing, John Nabors, Katherine Kenny, Kevin Sidwar, Megan Sidwar, Robert Carlson, Kristin Morris, Becky Buttars, Darin Montgomery, D. Kentmo, and Janilee Bitsue.

Elizabeth Marinos submitted a petition against the rezone.

Jeff Ruth spoke in favor of allowing businesses to develop in the City due to the help they can offer for City costs and amenities.

Tylon Rankin spoke about the benefits of tax revenues to fund growth and partnering with the State to obtain funds for infrastructure.

Mayor Westmoreland closed the public hearing at 10:17 p.m.

Councilmember Love inquired about the insufficient number of parking spots alleged during the public hearing.

Mr. Stroud explained that parking standards have a minimum and maximum number of parking stalls. The concept plan presented would meet the minimum but not the maximum requirement.

Councilmember Gray noted that other Walmart stores have limited accessibility. He stated that the Council needs to weigh and represent the interests of all residents not only those in attendance.

Councilmember Burnham explained that Walmart representatives had informed her that the Saratoga Springs store is over-shopped, and the proximity of this location has been planned to attract residents from all parts of Eagle Mountain.

The City Council considered the likelihood of residents frequenting a Walmart at this location with consideration of limited accessibility, possible intersection distances, and current and future traffic counts and service levels.

The City Council deliberated potential solutions to their concerns. As the concerns cannot be addressed until the site plan phase of the development, the Council elected to table the rezone to a future meeting when it can be considered in conjunction with the site plan.

MOTION: *Councilmember Love moved to table an ordinance of Eagle Mountain City, Utah, amending the General Plan Future Land Use Map and Rezoning Certain Lands Known as Eagle Mountain Retail to reconsider the rezone after obtaining more information for the review of the site plan and traffic study. Councilmember Wright seconded the motion.*

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

The motion passed with a unanimous vote.

Mayor Westmoreland recessed the meeting from 10:42 p.m. to 10:58 p.m.

17. POLE CANYON/FIREFLY

- 17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon (AKA Firefly) Master Development Plan.

Items 17.A. and 17.B. were presented and discussed concurrently.

Applicant representatives Nathan Shipp and David Vitek presented their reasons for changing the project, their vision for the Firefly Master Development Plan, and reviewed the changes from their last discussion which were presented by staff during the work session review. They requested that the public and Council comment on the plan and then table the item to the next meeting to allow time to integrate the feedback and for the attorneys to meet to come to a consensus on the language in the agreement.

Councilmember Gray stated the desire to ensure the promised amenities and design in the presentation are assured in the agreement.

Councilmember Curtis concurred with Councilmember Gray. He feels that smaller frontages and setbacks are not beneficial to a project.

Mayor Westmoreland opened the public hearing at 11:24 p.m.

Bruno Hunziker spoke in favor of the proposal as preferable to the original plan. He requested the developer improve their park and address the issues with the safety issue of residents using the gated entrance on SR-73 as an entrance.

Jim Hoover voiced his support of the Firefly plan and feels the plan is in harmony with the values of Eagle Mountain and provides affordable single-family home ownership opportunities.

Adam Clark said he thinks the plan represents Eagle Mountain in concept and advocated for the City to encourage this type of development with thoughts to the type of housing desired by the upcoming generation.

Elizabeth Lebrecht said she feels the development will support the sense of community in Eagle Mountain and will be a nice addition to the City.

Jeff Ruth encouraged the City Council to verify everything is included in the contract as he is skeptical about the project being built as depicted.

Mayor Westmoreland closed the public hearing at 11:39 p.m.

Councilmember Love recommended determining what the Council desires to be included in the project before focusing on the development timing and finalizing contract verbiage. She supports

what was presented but is concerned with the road widths, expiration date, and the number and building sizes for the condo and apartments.

Councilmember Curtis agreed with Councilmember Love. He asked for the developer to adhere to City standards in exchange for relocating the density. He is unwilling to consider the Public Improvement District.

Councilmember Burnham said that she appreciates the changes to be closer to current standards and feels the open space is the trade off for the exception requests. She loves the open space and desires it be tied to the agreement.

Councilmember Wright recognized the expertise of their team and supports the image they desire to represent. The difficulty is in the details including the concerns voiced by Councilmember Love and the impacts that still need to be mitigated. He communicated that while he hopes to come to a consensus on the Firefly development, he is open to the developer building their approved project as they have the vested right to do so.

Councilmember Gray stated he is in favor of the plan but agrees that many details need to be worked out by the City Council as a body.

Mayor Westmoreland stated that he has never seen a project like this before and thinks it comes the closest to capturing the vision for Eagle Mountain City.

MOTION: *Councilmember Wright moved to table an ordinance of Eagle Mountain City, Utah, approving the First Amendment to the Pole Canyon (AKA Firefly) Master Development Plan.*

AMENDED MOTION: *Councilmember Wright moved to table an ordinance of Eagle Mountain City, Utah, approving the First Amendment to the Pole Canyon (AKA Firefly) Master Development Plan to a future meeting and request that an additional public hearing be noticed when the item returns to Council. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote.

17.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the Amended and Restated Pole Canyon Master Development Agreement, Now Known As Firefly.

MOTION: *Councilmember Burnham moved to table a resolution of Eagle Mountain City, Utah, approving the Amended and Restated Pole Canyon Master Development Agreement, Now Known As Firefly, to a future meeting. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote.

18. ORDINANCES

18.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Adopting the Sweetwater Industrial Park Community Reinvestment Area #3 Project Area Plan as the Official Community Reinvestment Project Area Plan for the Project Area and Directing that Notice of the Adoption be Given as Required by Statute.

MOTION: *Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, adopting the Sweetwater Industrial Park Community Reinvestment Area #3 Project Area Plan as the Official Community Reinvestment Project Area Plan for the Project Area and directing that notice of the adoption be given as required by statute. Councilmember Curtis seconded the motion.*

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

The motion passed with a unanimous vote.

19. CITY COUNCIL/MAYOR'S BUSINESS

20. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Curtis

Councilmember Curtis announced the rodeo queen's event will begin at the rodeo grounds at 10:00 a.m. on Saturday, April 22 and finish at City Hall. The Cemetery Advisory Board will meet next

Wednesday at 6:00 p.m. He requested to have time set aside for the Director of Legislative Affairs items on the next agenda.

Councilmember Burnham

Councilmember Burnham said the Youth Council is having an election meeting Thursday, April 20 at 6:00 p.m. and election information will be provided and is also available on the City website. Letters of intent to run for Youth Council are due April 27. Youth in 7th grade going into 8th grade and older are eligible to run, and polling locations will be at Cedar Valley High School, and City Hall on the election day on May 9.

Councilmember Wright

None.

Councilmember Gray

Councilmember Gray asked if the directional ladder sign owned by the City could be improved and used or removed.

Councilmember Love

None.

Mayor Westmoreland

None.

21. COMMUNICATION ITEMS

21.A. Eagle Mountain Pet Care Concept Plan

21.B. Financial Report

21.C. Upcoming Agenda Items

22. ADJOURNMENT

MOTION: *Councilmember Curtis moved to adjourn at 12:03 p.m. Councilmember Love seconded the motion.*

Councilmember Curtis withdrew his motion.

MOTION: *Councilmember Gray moved to adjourn at 12:04 p.m. Councilmember Curtis seconded the motion.*

Those Voting Yes

☒ ***Donna Burnham***

☒ ***Colby Curtis***

☒ ***Jared Gray***

☒ ***Carolyn Love***

Those Voting No

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

Those Abstaining

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

Those Absent

☐ ***Donna Burnham***

☐ ***Colby Curtis***

☐ ***Jared Gray***

☐ ***Carolyn Love***

☒ **Brett Wright**

☐ **Brett Wright**

☐ **Brett Wright**

☐ **Brett Wright**

The motion passed with a unanimous vote.

The meeting was adjourned at 12:04 p.m.

Approved by the City Council on May 2, 2023.

Fionnuala B. Kofoed, MMC
City Recorder

DRAFT



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	PRELIMINARY PLAT - Lone Tree Phase F, Plat 3		
ITEM TYPE:	Preliminary Plat		
FISCAL IMPACT:	N/A		
APPLICANT:	Brian Haskell		
GENERAL PLAN DESIGNATION Neighborhood Residential One	CURRENT ZONE Residential	ACREAGE 11.46	COMMUNITY Town Center

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

David Stroud

RECOMMENDATION:

See Planning Commission Action/Recommendation section.

BACKGROUND:

Lone Tree F3 preliminary plat was reviewed by the City Council on January 17, 2023, but continued to to a future meeting to allow the applicant to work with staff to draft the language for the wildlife corridor easement and the details surrounding the requirements of the easement on lot 313 and 314 and considering adjusting the plan to accommodate the 30-lot maximum on dead end streets.

The total number of lots remains the same but a phasing plan is included to identify the last two lots as Phase 4, which cannot be platted until connection through Circle 5 Ranch to Pony Express Parkway is made. Phases 1-3 include 20 proposed lots on the new portion of Walnut Drive. With the 10 lots already platted and built upon on Walnut Drive, the total number of lots on Walnut Drive then does not exceed 30, as required by Fire Code.

The applicant has set aside opens space in the form of a conservation easement as previously submitted. The applicant is willing to dedicate to the City, or remain as a conservation easement, according to the desires of the City Council. Dedication to the City is a simpler

option without the need to enforce any easement restrictions at the rear of private property lots. The City then has full control of the property and future use.

ITEMS FOR CONSIDERATION:

Average lot size is 19,345 square feet (meets R3 zone standards) with the largest lot at 41,555 square feet. The smallest lot is 6,550 square feet (meets R1 zone standards). Overall density is 1.92 lots per acre. The smaller sized lots (301 at 7,059 s.f. and 302 at 6,550 s.f.) are adjacent to the Lone Tree F-1 lots that are 5,418 and 5,445 square feet, providing a logical acreage transition. Lone Tree F plats have been reviewed as Residential (Tier II) zoning.

Reduction or elimination of fee in lieu if property is designated or deeded to the City for the express purpose of wildlife corridor preservation. Calculations show that the applicant is short 8 amenity points and 3,920 square feet of improved open space. Whether the open space is fulfilled by the easement or dedication, the acreage is likely more than enough to meet any fee in lieu.

There was a small discussion with the City Council regarding the property and potential blasting. The applicant indicated this is not likely to occur and that they will comply with the City's blasting code standards. EMMC 15.30.060 details blasting requirements, as shown below.

Blasting will not be allowed except by permission from the city engineer or his/her designee as directed by the fire chief. The contractor shall comply with all laws, ordinances, and applicable safety code requirements and regulations relative to the handling, storage, and use of explosives and protection of life and property. He/she shall be fully responsible for all damage attributable to his/her blasting operations.

Excessive blasting or overshooting will not be permitted and any material outside the authorized cross-section which may be shattered or loosened by blasting shall be removed by the contractor.

REQUIRED FINDINGS:

Plat approval is based upon compliance with City code requirements

and requirements of any applicable development agreement(s). Approval criteria of preliminary plat approval requests are contained in EMMC §16.20. Plats are to be approved if all required elements and proper design are provided in the drawings.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended 4-0 to the City Council approval of the Lone Tree F-3 preliminary plat with the following conditions:

1. Correction of any outstanding redlines, if any.
2. A plan for the connectivity of Rosewood Drive (Circle 5 Ranch) with the adjacent property shall be in place.

Additional Staff recommended conditions:

3. Phase 4 (lots 321 and 322) shall not be approved and recorded until connection through Circle 5 Ranch to Pony Express Parkway is constructed.
4. Applicant shall dedicate the open space area at the northeast corner of the property (14,410 sq. ft.) to Eagle Mountain City (fulfills open space fee in lieu requirements).

ATTACHMENTS:

[Lone Tree Civil Plans](#)

[Lone Tree Conservation Easement](#)

[Circle 5 Ranch Preliminary Plat](#)

[Lone Tree Park Completion Plan](#)

[Open Space Worksheet](#)

[Open Space Appraisal](#)

SITE DEVELOPMENT CONSTRUCTION PLANS

LONE TREE AT CIRCLE FIVE RANCH

PHASE F-PLAT 3

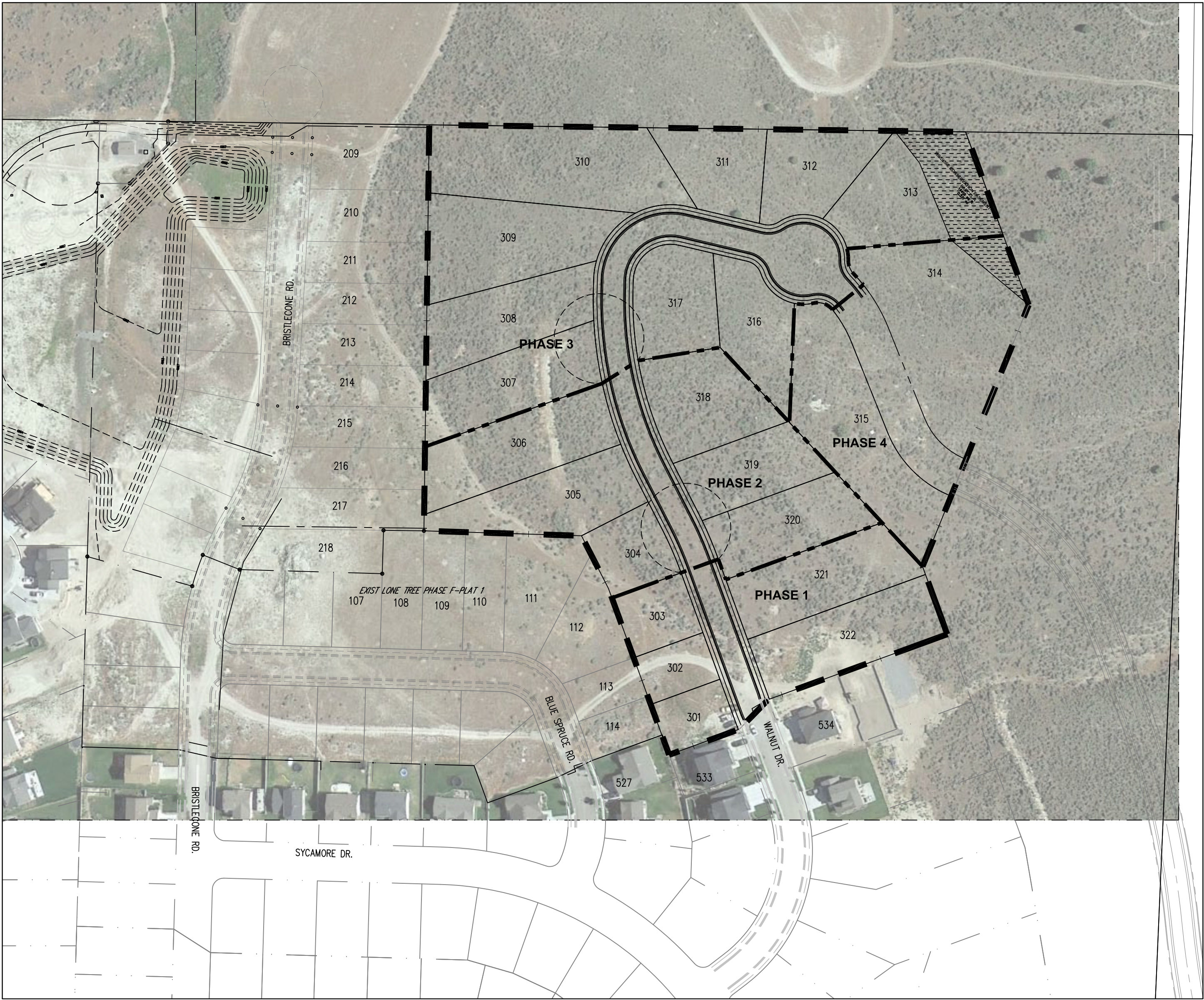
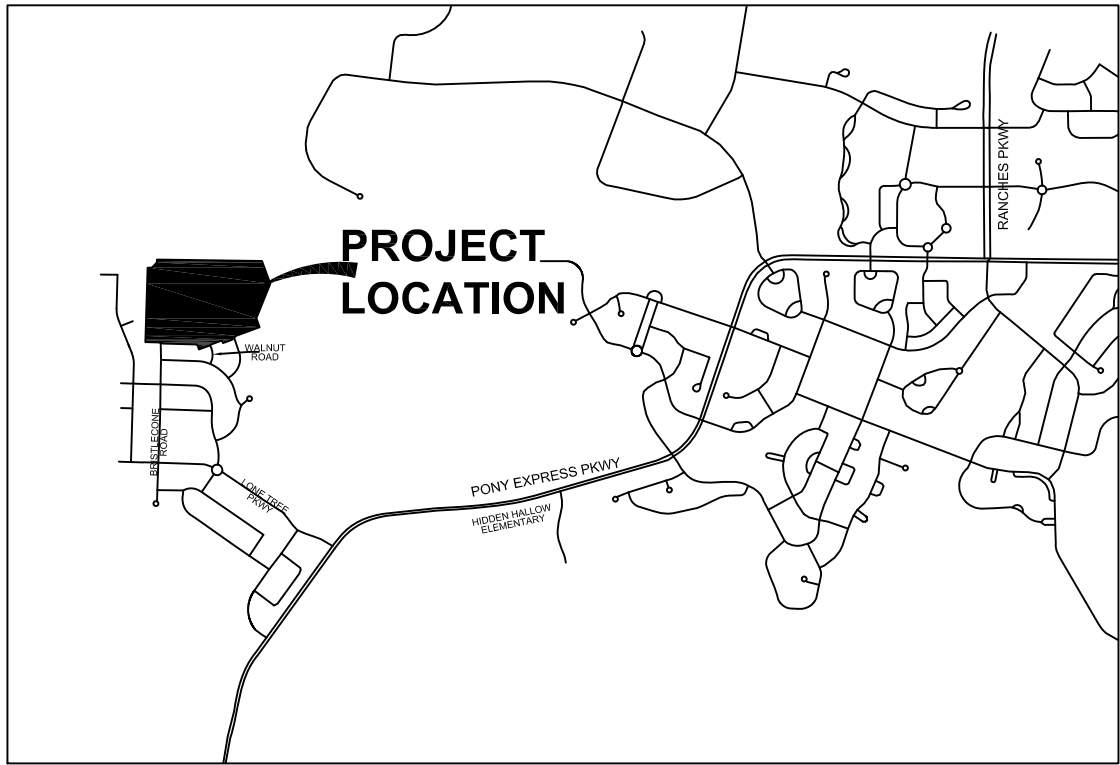
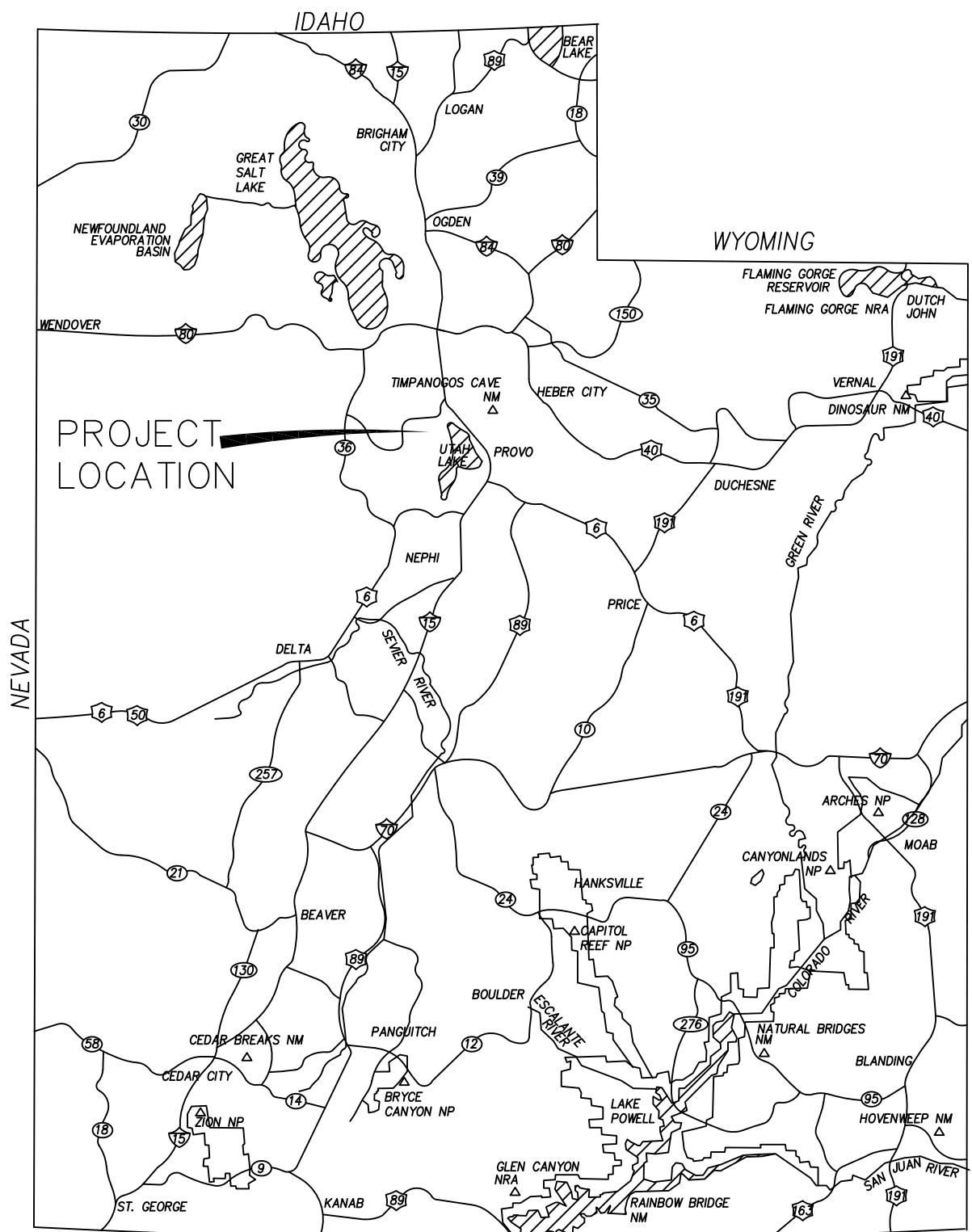
SUBDIVISION

REVISIONS			
#	DESCRIPTION	DATE	SHEETS AFFECTED

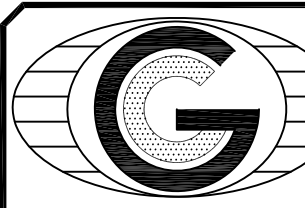
LOCATION
NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 25
TOWNSHIP 5 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN

PRELIMINARY

MARCH 27, 2023



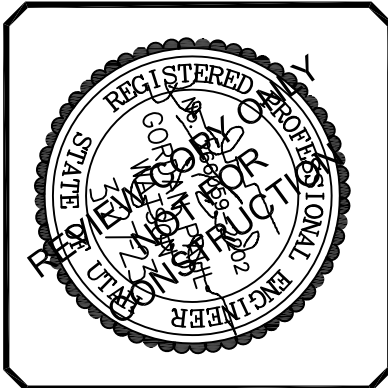
INDEX OF SHEETS	
1	TITLE SHEET
1A	PROJECT NOTES
1B	PHASING PLAN SURVEY
2	EXISTING CONDITIONS/DEMOLITION PLAN
3	OVERALL SITE PLAN
G1-G2	GRADING SHEETS (1"=30')
U0	OVERALL UTILITY PLAN
U1	CULINARY WATER UTILITY PLAN
U2	SANITARY SEWER UTILITY PLAN
U3	STORM WATER UTILITY PLAN
U4	LIGHTING / FIRE HYDRANT PLAN
PP1-PP2	WALNUT DR
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
D1	STREET DETAILS
D2	SANITARY SEWER DETAILS
D3	CULINARY WATER DETAILS
D4	STORM WATER DETAILS



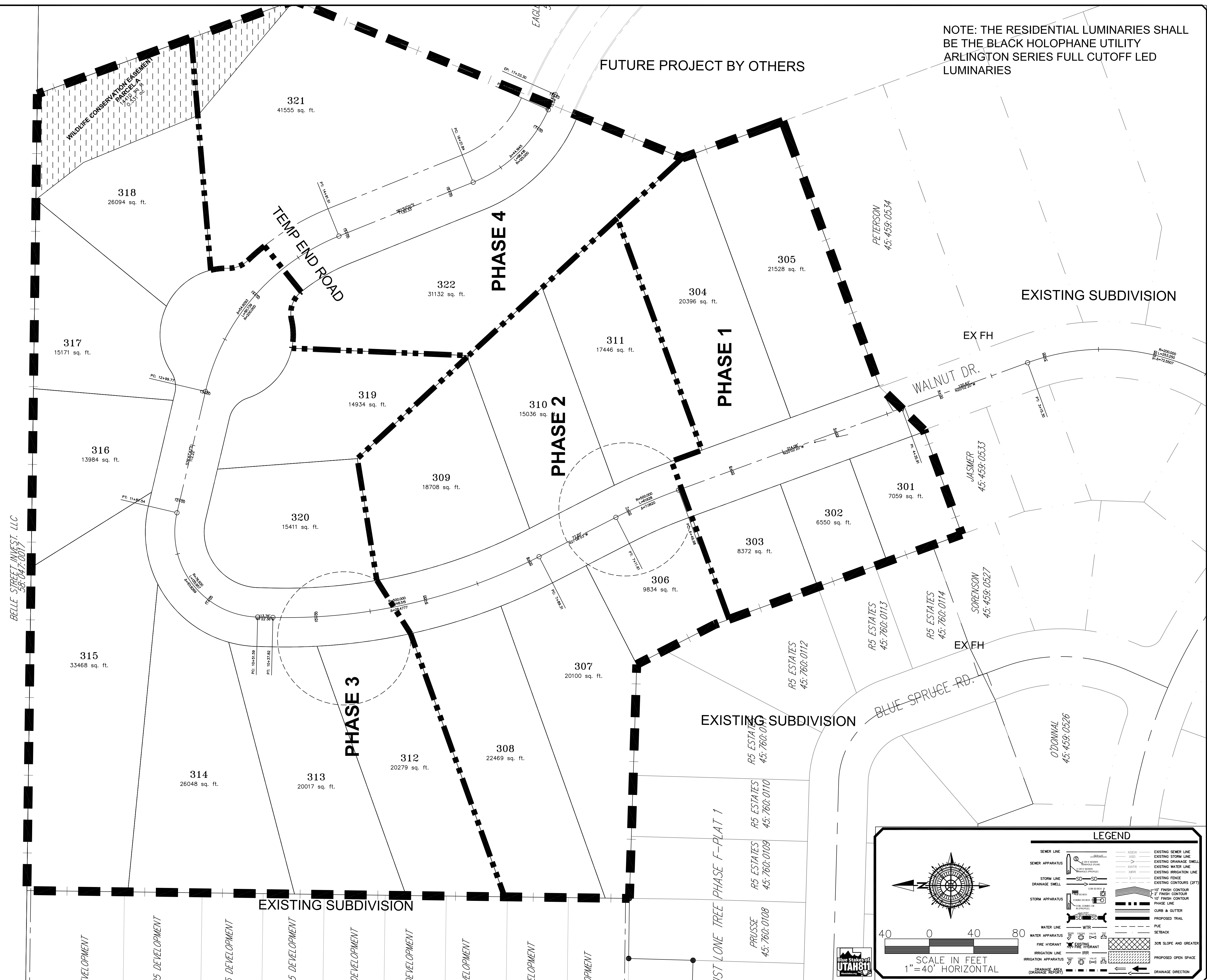
GATEWAY CONSULTING, Inc.

P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
CONSTRUCTION MANAGEMENT



SHEET NO. 1

[illegible]

ORIG. DATE:	4-1-22
SURVEY BY:	
DRAWN BY :	GPW
DESIGNED BY :	GPW
CHECKED BY :	GPW
SCALE :	1"=40'

GATEWAY CONSULTING, Inc.



P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

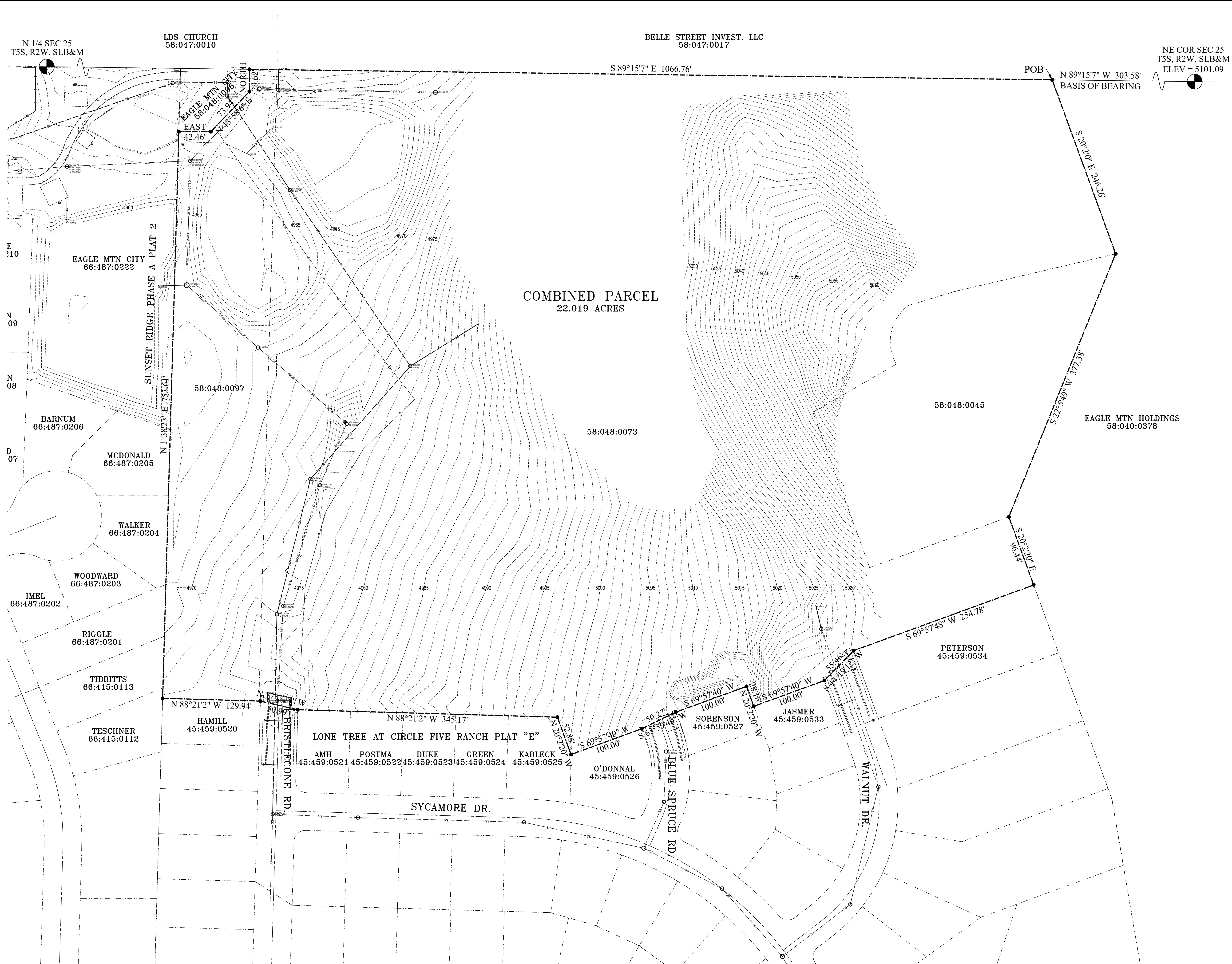
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

LONE TREE AT CIRCLE FIVE RANCH
 PHASE F- PLAT 3 SUBDIVISION
 PHASING PLAN
 PRINT DATE: 3-27-2023

EAGLE MTN
CITY

REVIEW COPY ONLY
NOT FOR
CONSTRUCTION

SHEET NO. 1B



COMBINED DESCRIPTION

Beginning at a point located North 89°15'07" West along section line 303.58 feet from the Northeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian; thence South 20°02'00" East 246.26 feet; thence South 22°05'49" West 377.38 feet; thence South 20°02'20" East 96.44 feet; thence along the northerly boundary of Lone Tree at Circle Five Ranch Plat "E" the following eleven courses and distances: 1) South 69°57'48" West 254.78 feet, 2) South 44°19'12" West 55.46 feet, 3) South 69°57'40" West 100.00 feet, 4) North 20°02'20" West 28.16 feet, 5) South 69°57'40" West 100.00 feet, 6) South 63°59'40" West 50.27 feet, 7) South 69°57'40" West 100.00 feet, 8) North 20°02'20" West 52.85 feet, 9) North 88°21'02" West 345.17 feet, 10) North 77°02'27" West 50.99 feet, and 11) North 88°21'02" West 129.94 feet; thence North 1°38'23" East along the easterly boundary of Sunset Ridge Phase A Plats 1 and 2 a distance of 753.61 feet; thence East 42.46 feet; thence North 43°58'06" East 73.94 feet; thence North 29.62 feet; thence South 89°15'07" East along section line 1066.76 feet to the point of beginning.
Area = 22.019 Acres

NARRATIVE

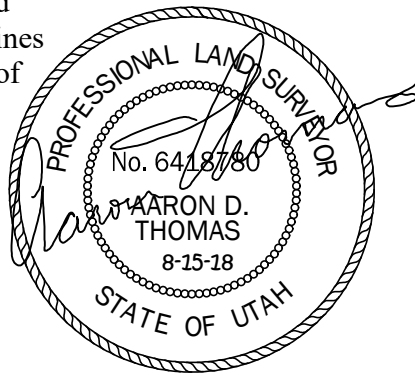
The Basis of Bearing for this survey is North 89°15'07" West along Section Line from the Northeast Corner of Section 25, Township 5 South, Range 2 West, Salt Lake Base and Meridian to the North Quarter Corner of said Section 25. Both monuments were located as shown on county tie sheets. The purpose of this survey was to determine an overall boundary and locate existing improvements to facilitate the design of future improvements. Final boundary markers are to be set with construction of the future development.

SURVEYOR'S CERTIFICATION

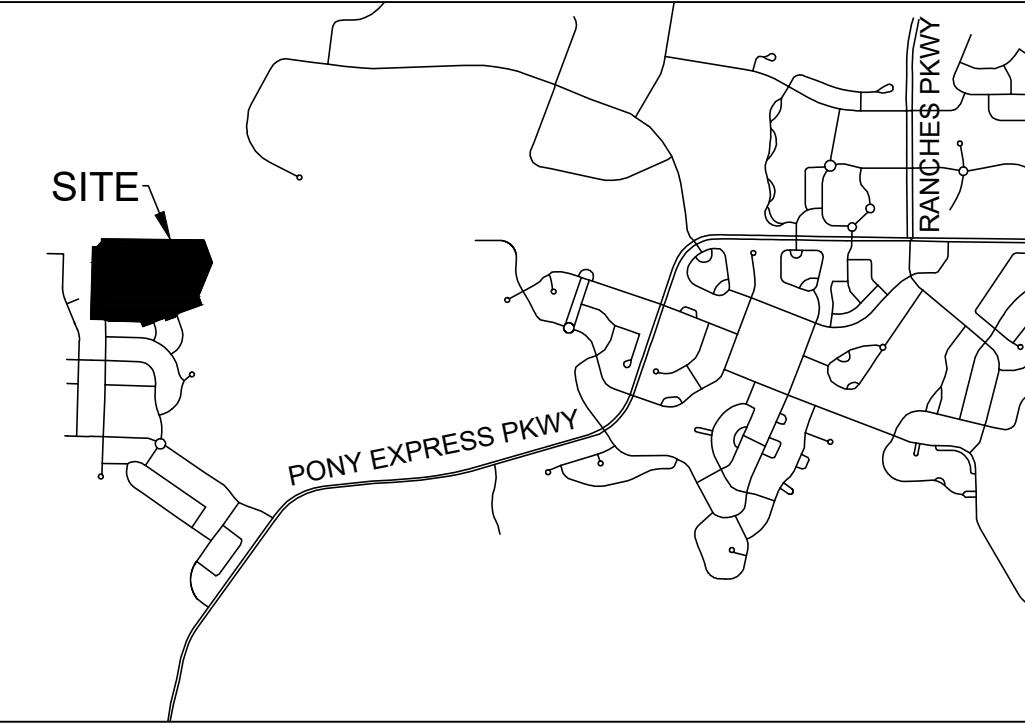
I Aaron D. Thomas, do hereby certify that I am a Registered Land Surveyor, licensed to practice in the State of Utah, holding license number 6418780, and that in August 2018, I made a survey of the property described on this plat.

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.

Aaron D. Thomas
AARON D. THOMAS - PLS NO. 6418780

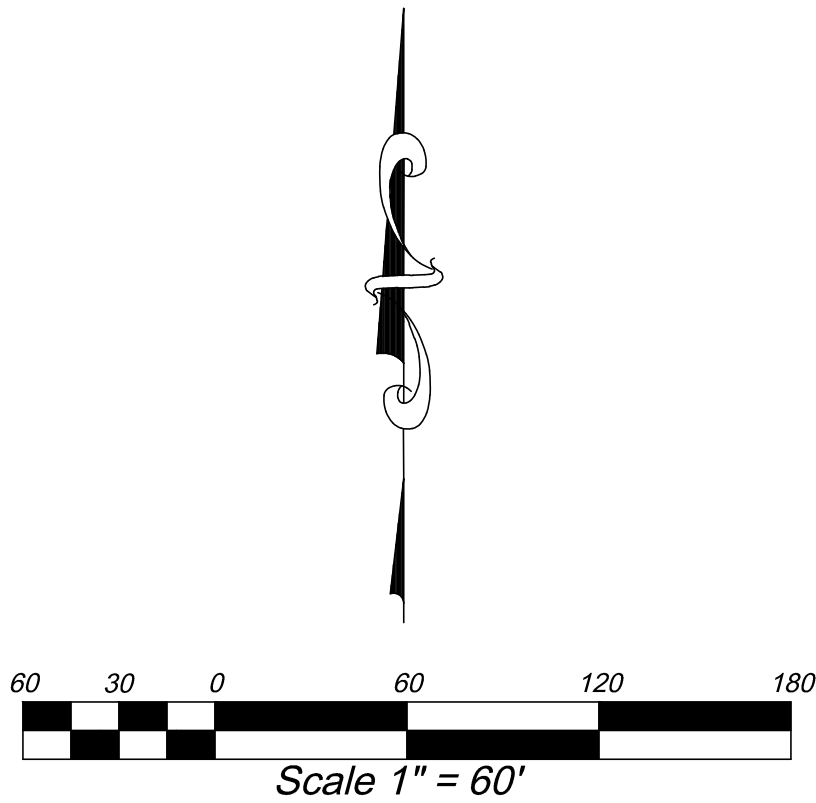


VICINITY MAP

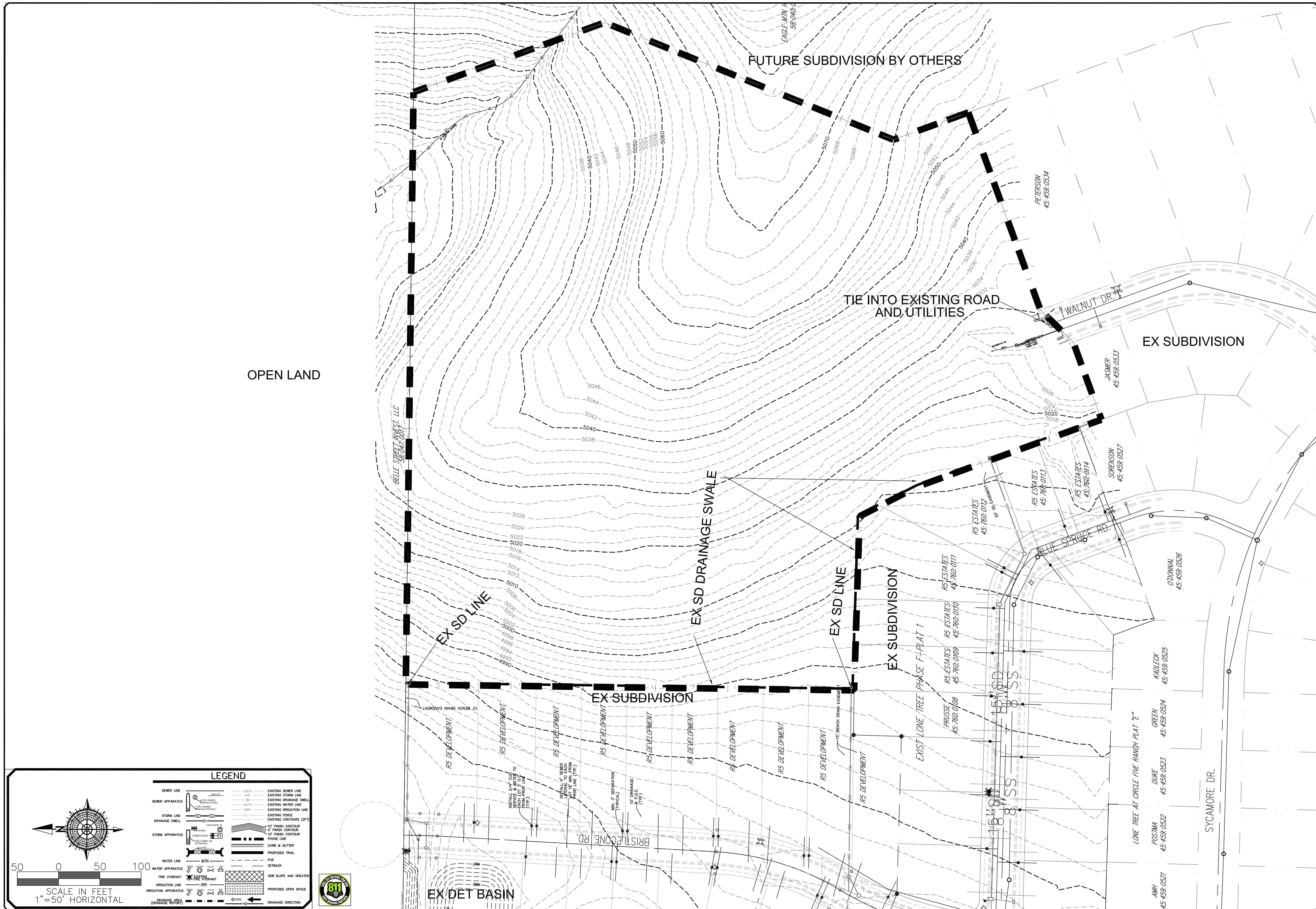


PLAT LEGEND

---	PARCEL BOUNDARIES
---	NEIGHBOR TITLES
---	ASPHALT
---	CENTERLINE ROAD
---	CONCRETE
---	FENCE LINE
---	SANITARY SEWER
---	STORM DRAIN
---	WATER LINE
---	POWER LINE
---	PHONE / FIBER OPTIC
---	GAS LINE
---	CONTOUR LINE



SURVEY TYPE:	BOUNDARY & TOPOGRAPHIC SURVEY			LAND SURVEYOR:  AZTEC ENGINEERING INC. 491 N. 450 W. OREM, UT. 84057 (801) 224-7308	CIVIL ENGINEER:  EXCEL ENGINEERING David W. Peterson, P.E., License #270993 12 West 100 North, Suite 201, American Fork, UT 84003 P: (801) 756-4504; F: (801) 756-4511	LONE TREE LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SLB&M	SHEET 1 OF 1	
	ADDRESS +/- 7900 NORTH 2000 EAST						DATE:	AUG. 15, 2018
	CITY: EAGLE MOUNTAIN COUNTY: UTAH STATE: UTAH						SCALE:	1"=60'
							DRAFTED BY:	A.D.T.

[illegible]

ORIG. DATE:	4-1-22
SURVEY BY:	
DRAWN BY :	GPW
DESIGNED BY :	GPW
CHECKED BY :	GPW
SCALE :	1"=50'



GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

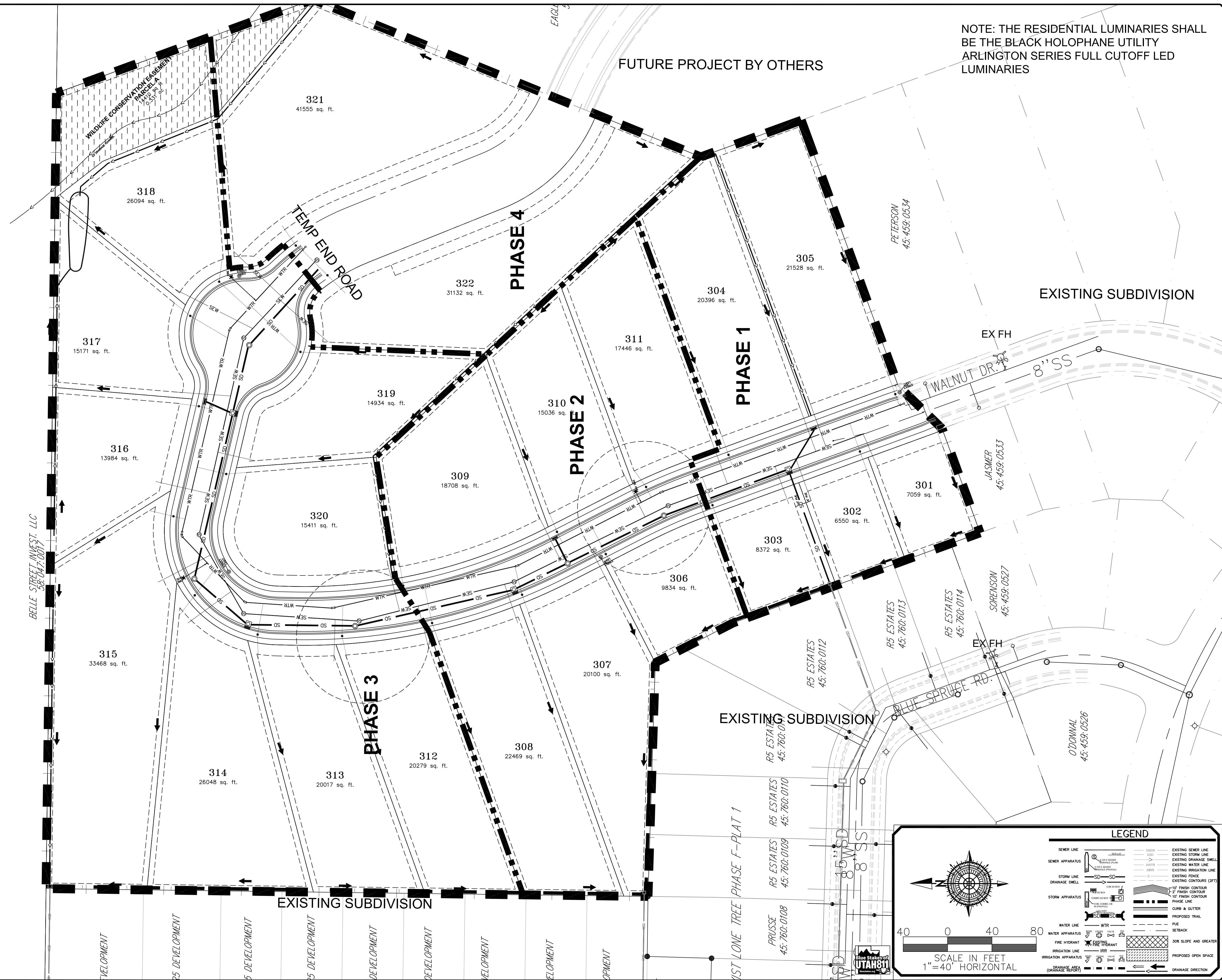
**LONE TREE AT CIRCLE FIVE RANCH
PHASE F- PLAT 3 SUBDIVISION**

EAGLE MTN
CITY

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
NO. 015-2723

2

SHEET NO. _____



DATE: 4-1-22

SURVEY BY: GPM

DRAWN BY: GPM

DESIGNED BY: GPM

CHECKED BY: GPM

SCALE: 1"=40'

NO.

DESCRIPTION

DATE

APP'D

GATEWAY CONSULTING, Inc.

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CIVIL ENGINEERING * CONSULTING * LAND PLANNING

CONSTRUCTION MANAGEMENT

LONE TREE AT CIRCLE FIVE RANCH

PHASE F- PLAT 3 SUBDIVISION

SITE PLAN

PRINT DATE: 3-27-2023

EAGLE MTN CITY

PROFESSIONAL ENGINEER

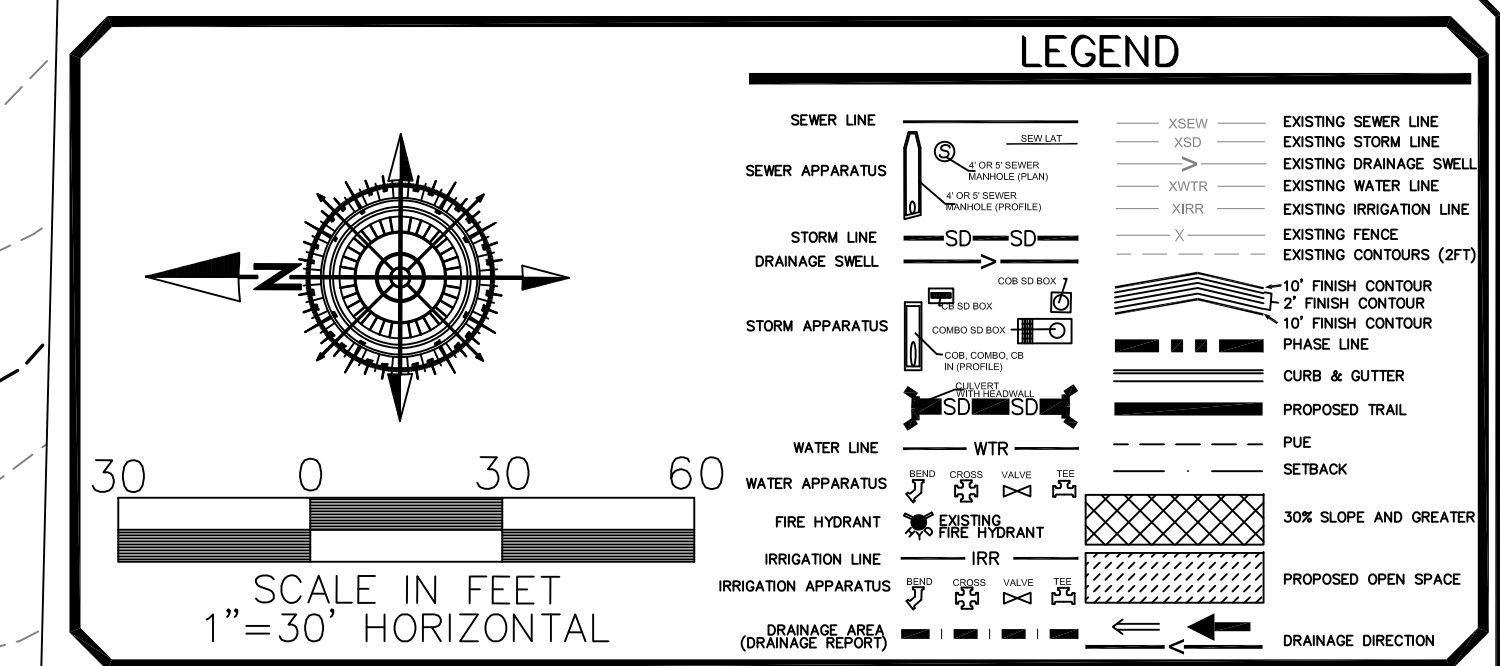
STATE OF UTAH

NO. 27270

DATE 03/27/2023

SHEET NO. 3

NOTE: Lots 312-316 driveway shall meet Eagle Mountain City Code section 17.25.050.D unless otherwise approved by the building official.

[illegible]

ORIG. DATE:	4-1-22
SURVEY BY:	
DRAWN BY :	GPW
DESIGNED BY :	GPW
CHECKED BY :	GPW
SCALE :	1"=40'

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**CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT**

LONE TREE AT CIRCLE FIVE RANCH
PHASE F- PLAT 3 SUBDIVISION

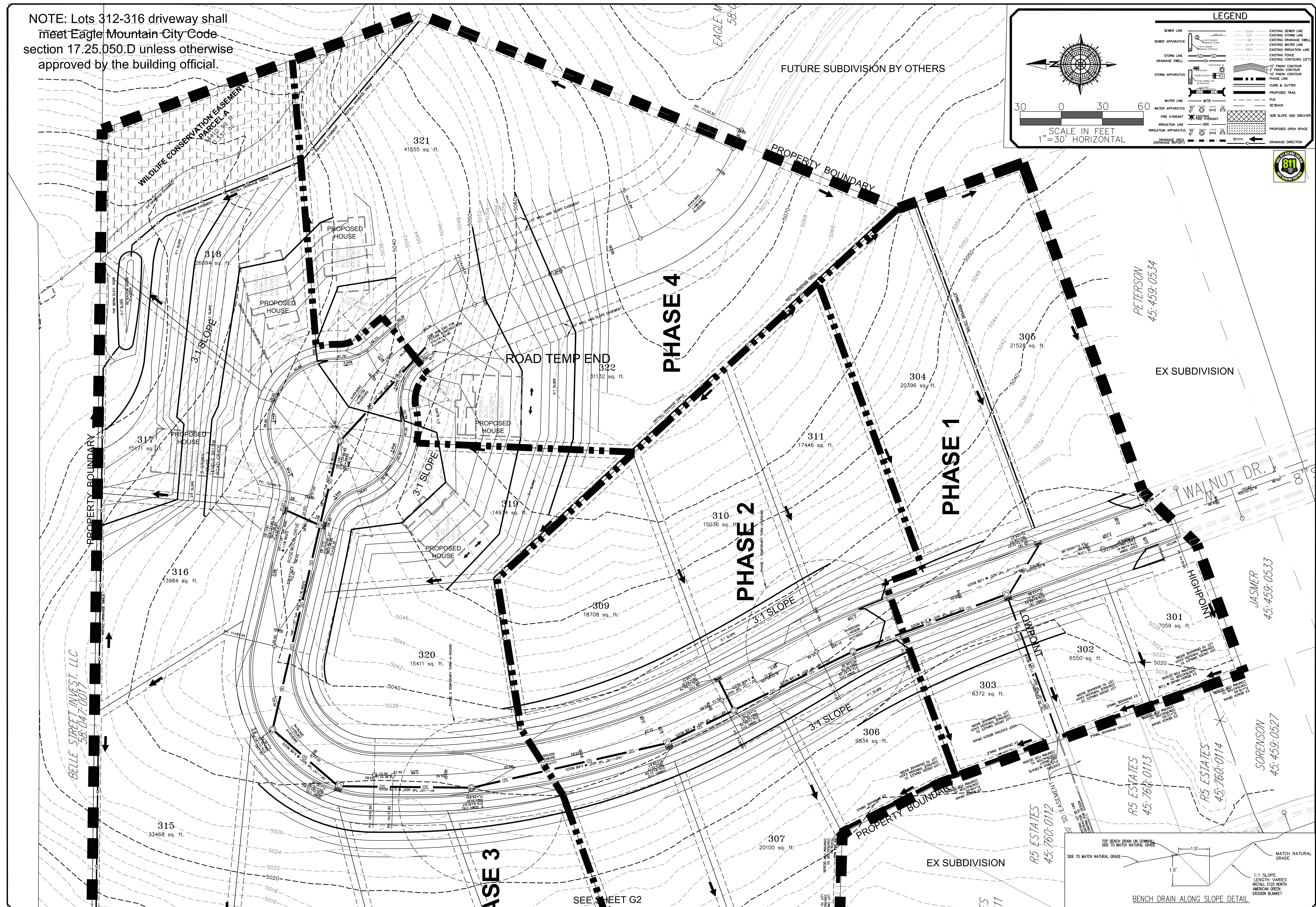
SITE GRADING

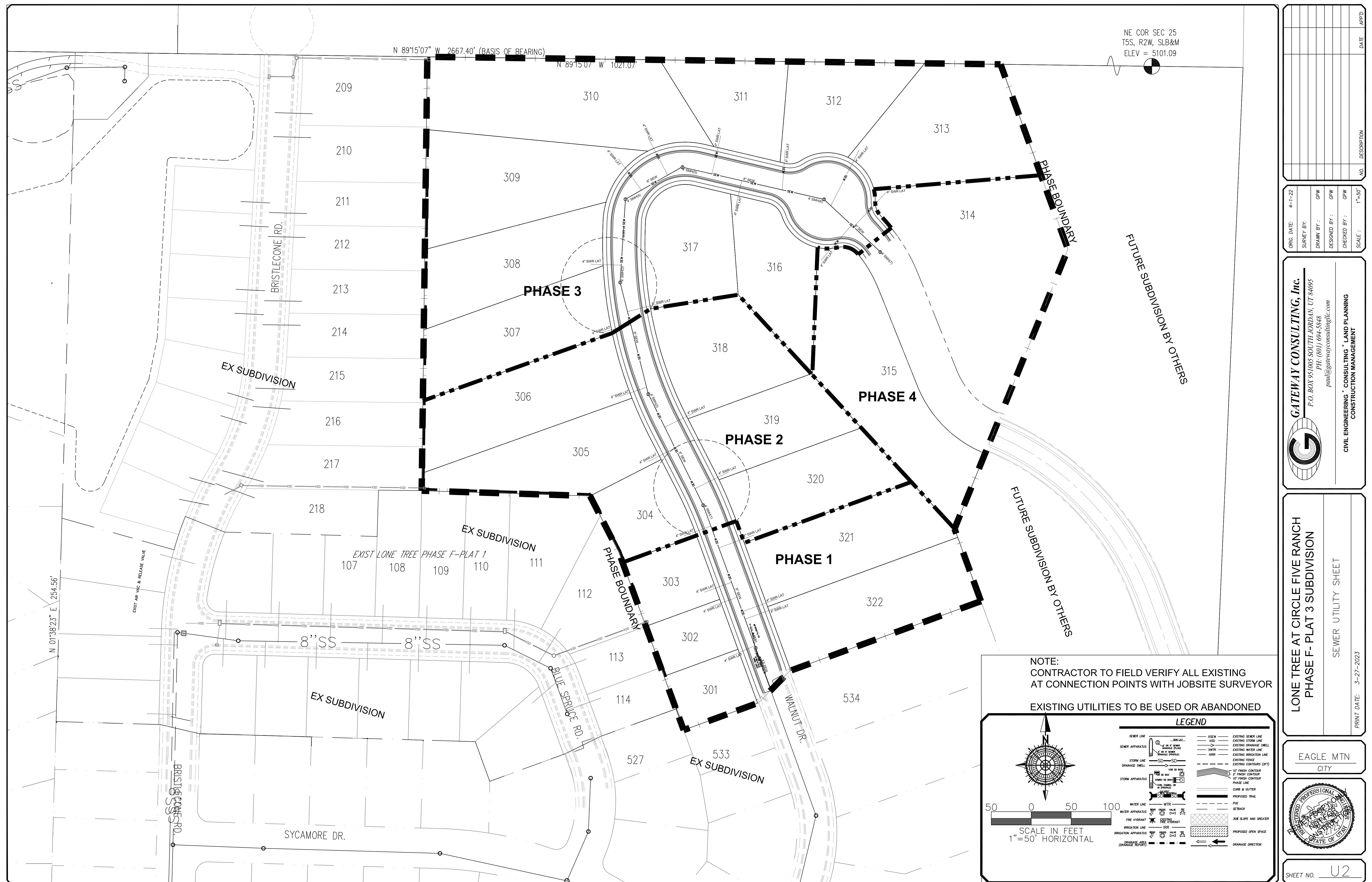
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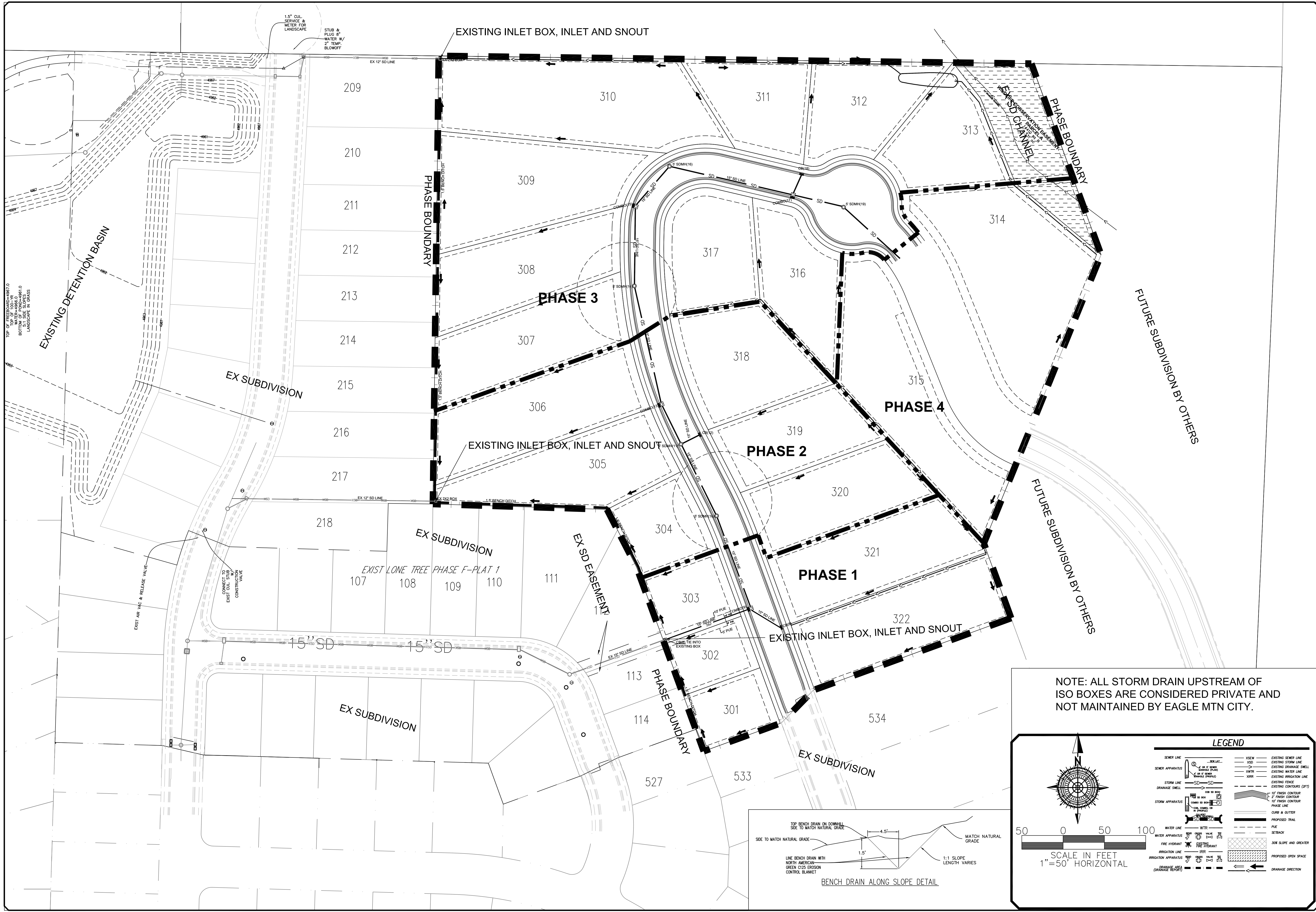
EAGLE MTN
CITY



SHEET NO. G1







NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE:	4-1-22
SURVEY BY:	GPW
DRAWN BY:	GPW
DESIGNED BY:	GPW
CHECKED BY:	GPW
SCALE:	1"=35'



GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

LONE TREE AT CIRCLE FIVE RANCH
PHASE F-PLAT 3 SUBDIVISION

STORM DRAIN UTILITY SHEET

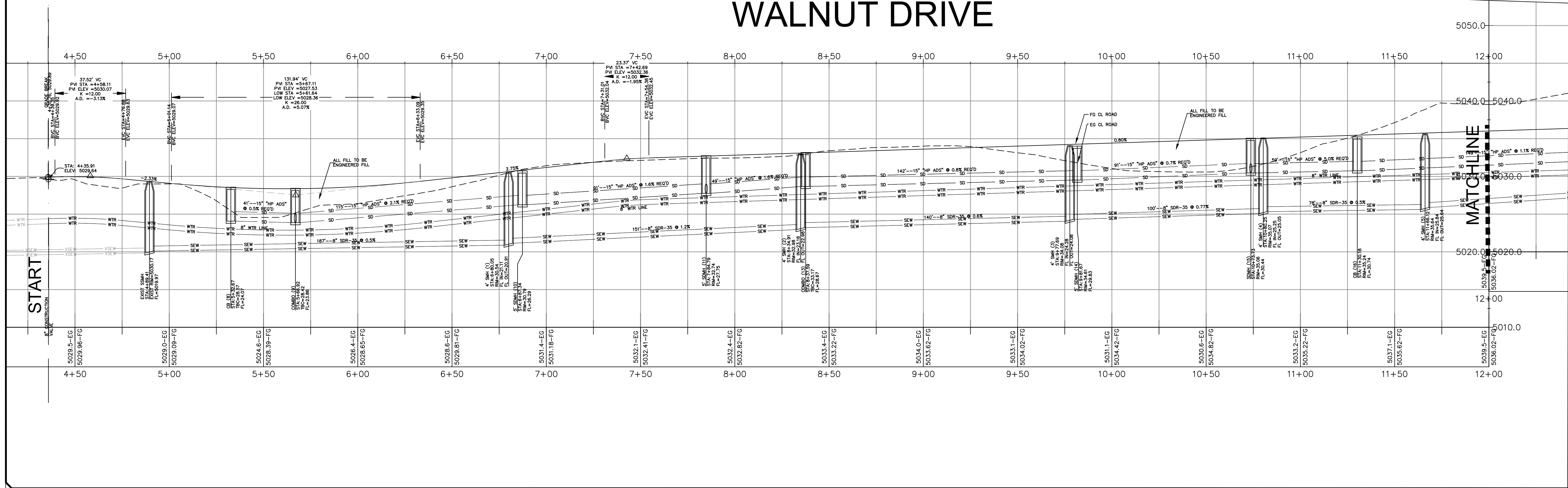
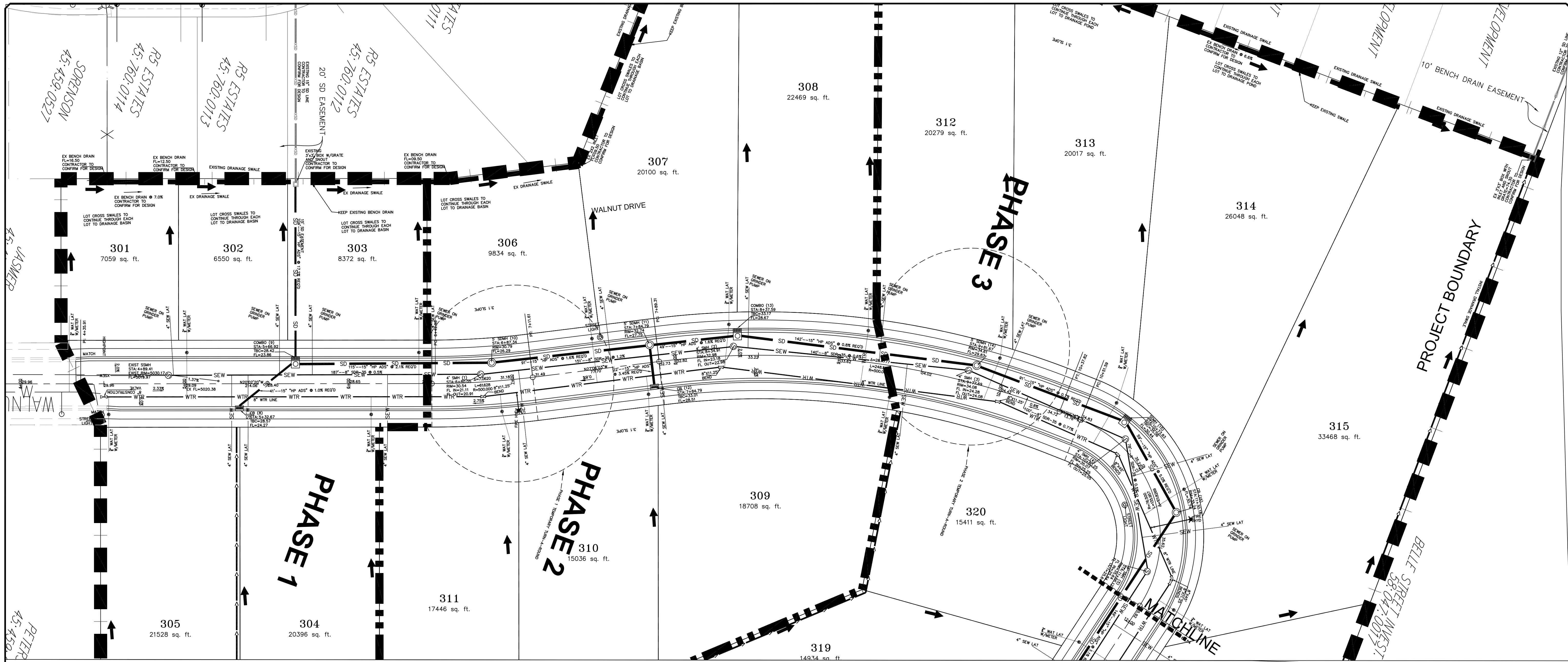
PRINT DATE: 3-27-2023

EAGLE MTN
CITY



PAUL J. BOCK
PROFESSIONAL ENGINEER
STATE OF UTAH
NO. 15757

SHEET NO. **U3**



GATEWAY CONSULTING, Inc

P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

LONE TREE AT CIRCLE FIVE RANCH
PHASE F- PLAT 3 SUBDIVISION

PLAN AND PROFILE
STA: 4+00 TO 12+00

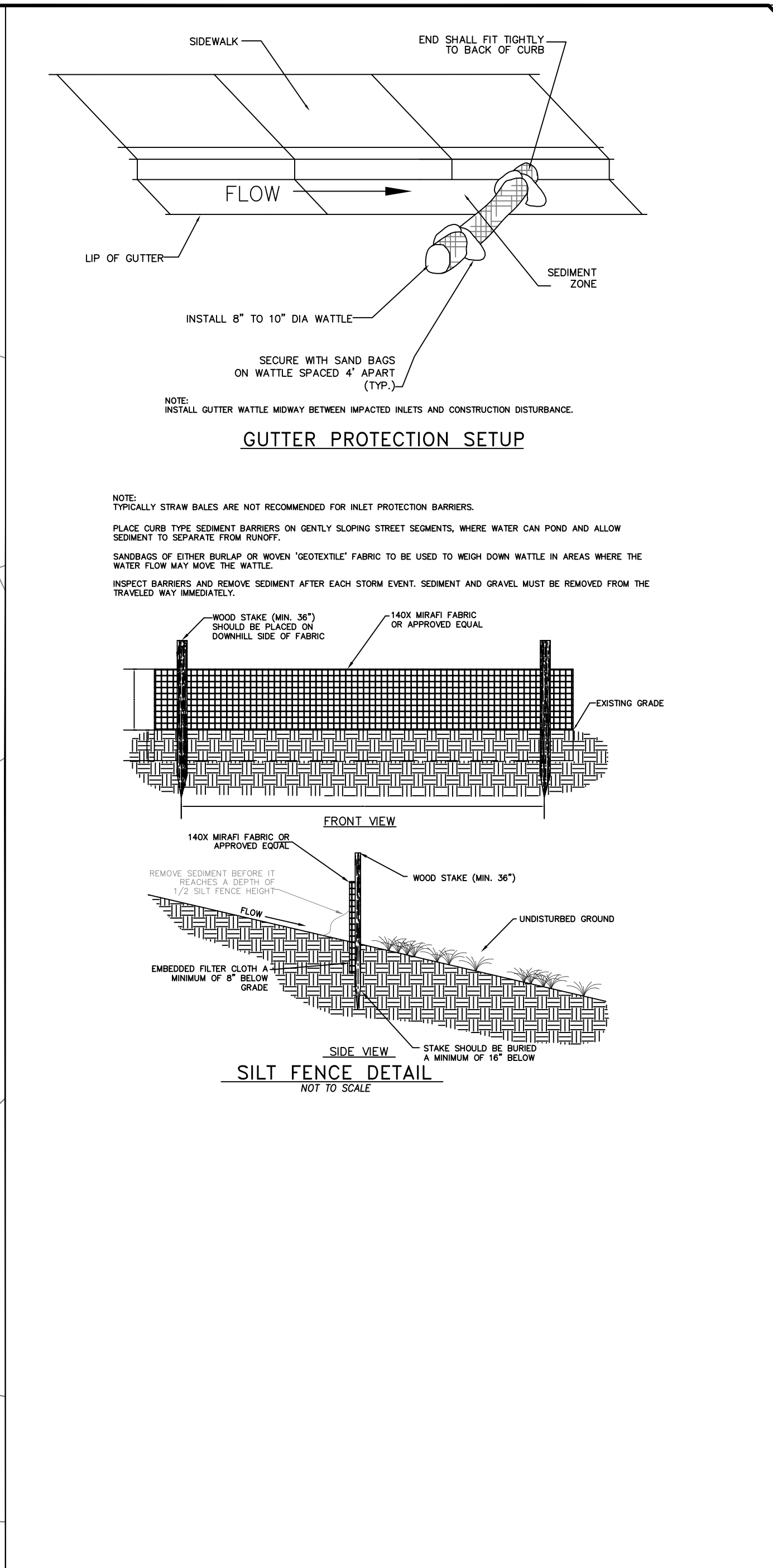
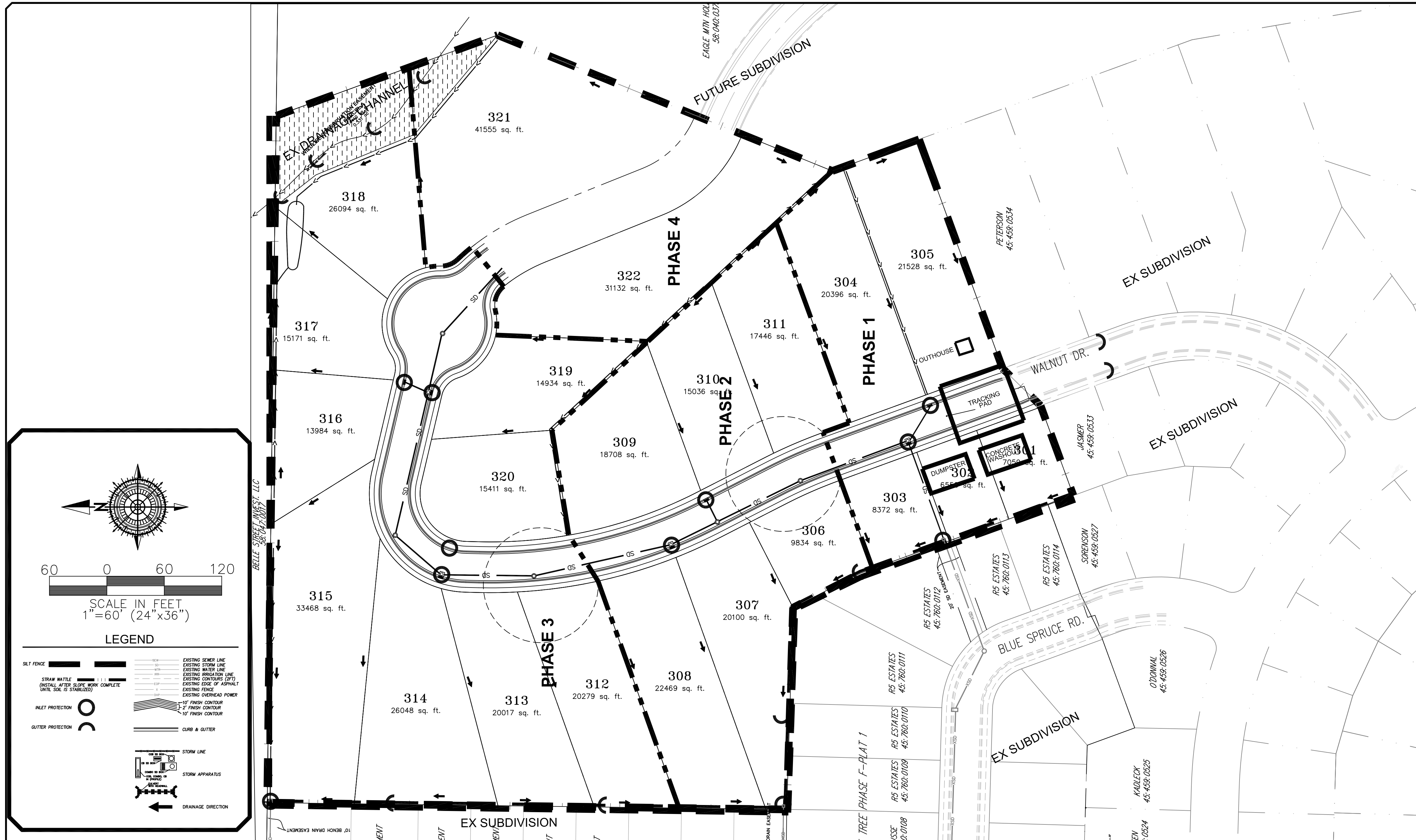
EAGLE MTN CITY

SHEET NO. **PP1**

NO.	DESCRIPTION	DATE	APP'D

ORIG. DATE: 4-1-22
SURVEY BY: GPM
DRAWN BY: GPM
DESIGNED BY: GPM
CHECKED BY: GPM
SCALE: 1"=30'

PRINT DATE: 3-27-2023



GENERAL EROSION CONTROL NOTES

1. SWPP and NOI required to be filed and approved with town of HIDEOUT prior to commencement of construction.

2. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.

3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE WASATCH COUNTY PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES.

4. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREETS CLEAN AND FREE OF DEBRIS FROM TRAFFIC AND THE SITE.

5. CONTRACTOR WILL DISPOSAL OF BUILDING MATERIAL WASTE PROPERLY TO PREVENT POLLUTANTS AND DEBRIS FROM BEING CARRIED OFF-SITE BY WIND OR WATER.

6. ALL STORM DRAIN FACILITIES ON SITE AND ADJACENT TO THE SITE NEED TO BE PROTECTED FROM SITE RUNOFF. INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.

7. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED, SEEDED WITH NATIVE VEGETATION, OR LANDSCAPED. REFER TO LANDSCAPE PLANS FOR SEED MIX, AND PLANTING SPECIFICATIONS.

8. EROSION CONTROL STRUCTURES BELOW SEEDING AREAS MAY BE REMOVED ONCE SOIL AND FINAL LANDSCAPING ARE IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDING AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATIONS. EROSION CONTROL IN PROPOSED PAVEMENT AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.

9. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CONTROL FACILITIES WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY AND REMOVED WHEN THE SITE IS PAVED.

10. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE.

11. CONCRETE WASHOUT WILL BE A LEAK PROOF CONTAINER OR A PIT LINED WITH IMPERVIOUS SHEETING.

12. BLOWING DUST MUST BE CONTROLLED AT ALL TIMES. INSTALLATION OF A SILT SCREEN AND SITE WATERING SHALL BE USED TO CONTROL DUST. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.

14. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF BITUMINOUS PATCH FOR ROAD CONSTRUCTION.

15. ALL MEASURES CONTAINED IN THIS PLAN TO BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE AREAS THEY ARE PROTECTING. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT. ANY NEEDED CLEANING AND REPAIRS NEED TO BE DONE IMMEDIATELY UPON DISCOVERY.

16. ALL UTILITY LINES SHALL BE CLEANED OF DIRT AND DEBRIS PRIOR TO BEING PUT IN TO SERVICE. DOWNGRADE LINES MUST BE PROTECTED FROM WASH-WATER DURING THE CLEANING TO AVOID CONTAMINATION AND COMPROMISING OUTFALL CLEANLINESS.

17. ALL DISTURBED AREAS AND SOIL PILES LEFT INACTIVE FOR AN EXTENDED PERIOD OF TIME WILL BE STABILIZED BY SEEDING (BETWEEN APRIL 1 AND SEPTEMBER 15) OR BY OTHER COVER SUCH AS TARPING OR MULCHING.

18. ALL SEDIMENT THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY WILL BE CLEANED UP BEFORE THE END OF THE SAME WORKDAY.

19. ALL SEDIMENT THAT MOVES OFF-SITE DUE TO A STORM EVENT WILL BE CLEANED UP BEFORE THE END OF THE NEXT WORKDAY.

ADDITIONAL EROSION CONTROL NOTES

1. THE CUT SLOPES ARE PROGRAMMED AS SHOWN. TOPS OF 2:1 CUT THAT OCCUR IN TOP SOIL WILL BE ROUNDED TO BLEND INTO NATURAL TERRAIN.

2. EXCAVATED MATERIAL TO BE STOCKPILED IN AREAS TO BE DETERMINED BY THE FIELD BY THE ENGINEER, CONTRACTOR, WASATCH COUNTY REVIEW ENGINEER AND WASATCH COUNTY INSPECTOR. NO EXCAVATED MATERIAL CONSTRUCTION AND MATERIAL WASTE AREAS AS APPROVED BY THE WASATCH COUNTY ENGINEER.

3. CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITY TO AREAS WITHIN THE FLAGGED LIMITS OF DISTURBANCE AND AS SHOWN ON THE PLANS AND WITHIN FIELD DESIGNATED STORAGE, STAGING AREAS.

4. CONTRACTOR SHALL ABIDE BY EROSION CONTROL REQUIREMENTS AS SET FORTH HEREIN.

5. ORGANIC MATERIALS WILL BE SEPARATED, REMOVED FROM THE ROAD BEDS AND STOCKPILED IN AREAS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR AND COUNTY INSPECTOR. NO ORGANIC MATERIAL WILL BE PLACED IN THE STRUCTURAL FILL AREA.

6. AFTER CLEARING AND GRUBBING OPERATIONS, TOPSOIL IS TO BE STOCKPILED IN AREAS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR, WASATCH COUNTY REVIEW ENGINEER AND WASATCH COUNTY INSPECTOR. NO ORGANIC MATERIAL OR ROCK LARGER THAN 24" WILL BE PLACED IN ROADWAY FILLS. 12" MINUS IN TOP 1" OF ROADWAY.

7. NO BRUSH, TOPSOIL SHALL BE STOCKPILED WITHIN THE ROADWAY RIGHT OF WAYS.

8. ALL FILL SLOPES WILL BE GRADED AS SHOWN OR AS DETERMINED BY A GEOTECHNICAL ENGINEER. COMPACTION OF EMBANKMENT FILLS WILL BE CONSTRUCTED TO WASATCH COUNTY ROADWAY STANDARDS. FILL AREAS SHALL BE CLEARED, GRUBBED, STRIPPED OF SOIL, AND SCARIFIED PRIOR TO PLACEMENT OF SUITABLE EMBANKMENT MATERIAL.

9. ALL DISTURBED AREAS WILL BE REVEGETATED ACCORDING TO REVEGETATION / EROSION CONTROL NOTES WITH A GRASS MIXTURE AS FOLLOWS APPLIED AT A MINIMUM RATE OF 50 LBS. PLS (PURE LIVE SEED PER ACRE WITH MIX)

% Pure	Grass Type
20.00	Hard fescue
15.00	Pubescent wheat grass
15.00	Orchard grass (sod forming)
15.00	Smooth brom grass
20.00	Stream bank wheat grass (sod forming)
15.00	Western wheat grass

TOPSOIL SHALL BE PLACED TO A DEPTH OF 6" ON ALL CUT AND FILL SLOPES 2:1 OR FLATTER WITHOUT RETENTION. REVEGETATION AREAS WILL BE SEEDED AND MULCHED AS SOON AS POSSIBLE AFTER CONSTRUCTION COMPLETION.

10. SILT FENCING WILL BE HELD IN PLACE WITH 2 X 2 STAKES AND WILL BE USED FOR STOCKPILING AND TRENCHED INTO GROUND.

11. THE SILT FENCING SHALL BE INSTALLED BEFORE CLEARING AND GRUBBING AT THE TOE OF THE DISTURBED DOWNHILL SLOPE. NO GRUBBED AREA SHALL BE WITHOUT SILT FENCE PROTECTION FOR LONGER THAN 24 HOURS. THE SILT FENCE SHALL BE MONITORED AND REPLACED IF NECESSARY.

12. ALL SITE DRAINAGE SHALL BE ADEQUATELY PROVIDED FOR DURING CONSTRUCTION.

13. NATURAL VEGETATION WILL BE PRESERVED AND PROTECTED AS MUCH AS POSSIBLE AND VEGETATION REMOVAL WILL BE MINIMIZED.

14. DRAINAGE WAYS AND OUTLETS WILL BE PROTECTED FROM INCREASED FLOWS AND EROSION.

15. THE CONTRACTOR SHALL NOTIFY ALL OWNERS OF UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS AND CABLE TELEVISION, OF THE PROPOSED CONSTRUCTION WITHIN THE UTILITIES AREA OF OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR MEETING WITH AND COORDINATING CONSTRUCTION ACTIVITIES WITH THOSE OF THE UTILITY COMPANIES INVOLVED WITH FIELD INSTALLATION. STAPLE THE BLANKET OR LINER USING MANUFACTURER'S SPECIFICATIONS. STAPLE REQUIREMENTS VARY ACCORDING TO THE STEEPNESS AND LENGTH OF THE SLOPE. PLACE ADDITIONAL STAPLES IN AREAS SUCH AS: SWALES, BASE OF HUMPS, AGAINST ROCK OUTCROPS AND AS REQUIRED TO ACHIEVE MAXIMUM CONTACT BETWEEN THE BLANKET AND THE SOIL.

16. THE CONTRACTOR SHALL FOLLOW AS APPLICABLE, UNLESS STANDARDS HAVE BEEN WAIVED OR MODIFIED:

- INTERNATIONAL BUILDING CODE 2015, APPENDIX J, GRADING
- WASATCH COUNTY CODE
- UNIFORM FIRE CODE

17. FINISH GRADES ARE AT ROADWAY CENTERLINE, UNLESS OTHERWISE SPECIFICALLY NOTED.

18. NATIVE MATERIAL CAN BE CRUSHED AND PROCESSED ON SITE FOR ROAD BASE MATERIAL.

19. TEMP. DEBRIS PILES WILL BE LOCATED EVERY 200' AS NEEDED.

20. ALL ROADWAYS, TRENCHES, DETENTION PONDS AND/OR EXCAVATIONS OF ANY KIND REQUIRING FILL MATERIAL WILL BE INSPECTED AND APPROVED BY THE OWNERS QUALITY CONTROL FIRM PRIOR TO THE PLACEMENT OF ANY FILL MATERIAL.

21. ALL FILL OR BACK FILL, WHETHER IMPORT OR NATIVE SOILS, WILL BE TESTED FOR DENSITY, MOISTURE AND BEARING AT REGULAR INTERVALS THROUGH THE COURSE OF THE FILL PLACEMENT. ALL FILLS WILL BE PLACED IN LIFTS AS PER THE PLANS AND WASATCH COUNTY SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE TO NOTIFY THE GEOTECH 24 HOURS IN ADVANCE OF SCHEDULED FILL PLACEMENT.

22. IN THE EVENT OF DISCREPANCIES BETWEEN BID DOCUMENTS AND EXISTING ON-SITE CONDITIONS, CONTRACTOR WILL 1) IMMEDIATELY HALT WORK ACTIVITY AND NOTIFY DESIGN ENGINEER OF ANY SUCH DISCREPANCIES 2) UPON RESOLUTION OF DISCREPANCIES, CONTRACTOR WILL EXCAVATE AT THE TOE OF THE SLOPE AND EMBED RIPRAP TO PROTECT AGAINST UNDERCUTTING. COMPACT PROPERLY PLACED LOOSE RIPRAP SO THAT IT IS FREE FROM ANY IRREGULAR SURFACE PROTRUSIONS OVER 3 INCHES IN HEIGHT.

23. CONTRACTOR WILL PRIOR TO INSTALLATION PREPARE AND SUBMIT PRODUCT DATA AND DETAILS FOR MATERIAL USED IN CONJUNCTION WITH THIS PROJECT (E. OVERFLOW STRUCTURES, DRAINAGE, PIPE, FILTER FABRICS, EROSION BLANKETS, GROUT, GUARDRAILS, ROAD SIGNS, ETC.

24. CUT AND FILL SLOPES MATING TO BE SEEDED AND TOPSOILED PRIOR TO PLACEMENT OF EROSION BLANKETS.

25. STAPLE PATTERNS ON EROSION MATS PER SUPPLIERS SPECS

EROSION CONTROL BLANKET - ALL REQUIRED GRADING AND SEEDING IN AREAS TO RECEIVE EROSION CONTROL BLANKET SHOULD BE COMPLETED AND APPROVED BEFORE PLACING THE PRODUCT. APPLY THE BLANKET WITHIN 24 HOURS AFTER SEEDING OR BEFORE PRECIPITATION FALLS. IF THE BLANKET IS NOT INSTALLED AND A PRECIPITATION EVENT OCCURS, CREATING SOIL EROSION, REPLACE ERODED MATERIAL, RESEED THE SOIL, AND RESEED BEFORE INSTALLING THE BLANKET. INSTALL THE EROSION CONTROL BLANKET OR CHANNEL LINER STRICTLY FOLLOWING MANUFACTURER'S SPECIFICATIONS. ALLOW THE BLANKET OR LINER TO LAY LOOSELY ON THE SOIL TO ACHIEVE MAXIMUM SOIL CONTACT. REMOVE STAPLES, BRANCHES, OR OTHER LOOSE OBJECTS THAT CAUSE THE BLANKET OR CHANNEL LINER TO "TENT". PLACE ROOTS AND BRANCHES ON AREAS ALREADY BLANKETED. DO NOT STRETCH THE BLANKET DURING INSTALLATION. STAPLE THE BLANKET OR LINER USING MANUFACTURER'S SPECIFICATIONS. STAPLE REQUIREMENTS VARY ACCORDING TO THE STEEPNESS AND LENGTH OF THE SLOPE. PLACE ADDITIONAL STAPLES IN AREAS SUCH AS: SWALES, BASE OF HUMPS, AGAINST ROCK OUTCROPS AND AS REQUIRED TO ACHIEVE MAXIMUM CONTACT BETWEEN THE BLANKET AND THE SOIL.

SEEDING WINDOW - COMPLETE ALL GENERAL DISTURBED AREA SEEDING WITHIN THE APPROPRIATE SEEDING WINDOW. IF THE SEEDING IS NOT COMPLETED WITHIN THE GIVEN WINDOW, POSTPONE SEEDING UNTIL THE FOLLOWING YEAR. UNDER CERTAIN CONDITIONS, AN EXCEPTION TO THIS WINDOW MAY BE OBTAINED THROUGH THE REGION LANDSCAPE ARCHITECT. THE ENGINEER APPROVES EXCEPTIONS.

ELEVATION
4000 TO 6000 FT
ABOVE 6000 FT

SEEDING WINDOW
SEPT. 15 TO DEC. 1
SEPT. 1 TO NOV 15

SEEDING WINDOW - COMPLETE ALL GENERAL DISTURBED AREA SEEDING WITHIN THE APPROPRIATE SEEDING WINDOW. IF THE SEEDING IS NOT COMPLETED WITHIN THE GIVEN WINDOW, POSTPONE SEEDING UNTIL THE FOLLOWING YEAR. UNDER CERTAIN CONDITIONS, AN EXCEPTION TO THIS WINDOW MAY BE OBTAINED THROUGH THE REGION LANDSCAPE ARCHITECT. THE ENGINEER APPROVES EXCEPTIONS.

RIPRAP - PLACE STONES TO SECURE A ROCK MASS, CONFORMING TO THE GRADES AND DIMENSIONS SHOWN ON THE PLANS. DISTRIBUTE AND MANIPULATE THE STONES IN A MANNER THAT THE LARGER ROCK FRAGMENTS ARE UNIFORMLY DISTRIBUTED AND THE SMALLER ROCK FRAGMENTS SERVE TO FILL THE SPACE BETWEEN THE LARGER FRAGMENTS. PLACE IN A MANNER THAT RESULTS IN UNSEGREGATED, DENSELY PLACED, UNIFORM LAYERS OF RIPRAP OF THE THICKNESS INDICATED ON THE PLANS. EXCAVATE AT THE TOE OF THE SLOPE AND EMBED RIPRAP TO PROTECT AGAINST UNDERCUTTING. COMPACT PROPERLY PLACED LOOSE RIPRAP SO THAT IT IS FREE FROM ANY IRREGULAR SURFACE PROTRUSIONS OVER 3 INCHES IN HEIGHT.

ADS FLEXSTORM CATCH-IT INLET FILTERS

Clear Opening Size	Style P/N	Minimum Bypass Flow Rate (CFS)
Small: Up to 64" Perimeter	62SCBFX	2.4
Medium: 65" - 96" Perimeter	62MCBFX	3.5
Large: 97" - 120" Perimeter	62LCBFX	5.0
Extra Large: 121" or Greater Perimeter	62XCBFX	7.2

Clear Opening Size	Style P/N	Minimum Bypass Flow Rate (CFS)
Small: Up to 64" Perimeter	62SSCBFX	2.4
Medium: 65" - 96" Perimeter	62SSMCBFX	3.5
Large: 97" - 120" Perimeter	62SSLCBFX	5.0
Extra Large: 121" or Greater Perimeter	62SSXCBFX	7.2

Clear Opening Size	Style P/N	Minimum Bypass Flow Rate (CFS)
Small: 10" - 16" Dia.	62SRDPX	1.6
Medium: 17" - 24" Dia.	62MRDPX	2.7
Large: 25" - 36" Dia.	62LRDPX	3.9

INSTALLATION INSTRUCTIONS:

1. REMOVE GRATE
2. CLEAN GRATE LEDGE
3. SET INLET FILTER ON LOAD BEARING LEDGE OF STRUCTURE
4. REPLACE GRATE

1. ALL FRAMING IS CONSTRUCTED OF G90 GALVANIZED STEEL.

2. TOTAL BYPASS CAPACITY WILL VARY WITH EACH SIZE DRAINAGE STRUCTURE. ADS DESIGNS FRAMING BYPASS TO MEET OR EXCEED THE DESIGN FLOW OF THE PARTICULAR DRAINAGE STRUCTURE.

3. UPON ORDERING, CONFIRMATION OF THE INLET SPECIFICATION, PRECAST/FOUNDRY CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE AN INLET FILTER.

4. ALL FILTERS MEET ASTM D8057 SPECIFICATIONS.

5. FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.ADSPPE.COM.

ALL PRODUCTS MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS
WWW.ADSPPE.COM
PH. 1-800-821-6710

DATE: 02/06/2023
BY: C
SCALE: 1"=60'

GENERAL EROSION CONTROL NOTES

1. SWPP and NOI required to be filed and approved with town of HIDEOUT prior to commencement of construction.

2. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.

3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE WASATCH COUNTY PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES.

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5. CONTRACTOR WILL DISPOSAL OF BUILDING MATERIAL WASTE PROPERLY TO PREVENT POLLUTANTS AND DEBRIS FROM BEING CARRIED OFF-SITE BY WIND OR WATER.

6. ALL STORM DRAIN FACILITIES ON SITE AND ADJACENT TO THE SITE NEED TO BE PROTECTED FROM SITE RUNOFF. INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.

7. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED, SEEDED WITH NATIVE VEGETATION, OR LANDSCAPED. REFER TO LANDSCAPE PLANS FOR SEED MIX, AND PLANTING SPECIFICATIONS.

8. EROSION CONTROL STRUCTURES BELOW SEEDING AREAS MAY BE REMOVED ONCE SOIL AND FINAL LANDSCAPING ARE IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDING AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATIONS. EROSION CONTROL IN PROPOSED PAVEMENT AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.

9. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CONTROL FACILITIES WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY AND REMOVED WHEN THE SITE IS PAVED.

10. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE.

11. CONCRETE WASHOUT WILL BE A LEAK PROOF CONTAINER OR A PIT LINED WITH IMPERVIOUS SHEETING.

12. BLOWING DUST MUST BE CONTROLLED AT ALL TIMES. INSTALLATION OF A SILT SCREEN AND SITE WATERING SHALL BE USED TO CONTROL DUST. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.

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14. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF BITUMINOUS PATCH FOR ROAD CONSTRUCTION.

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17. ALL DISTURBED AREAS AND SOIL PILES LEFT INACTIVE FOR AN EXTENDED PERIOD OF TIME WILL BE STABILIZED BY SEEDING (BETWEEN APRIL 1 AND SEPTEMBER 15) OR BY OTHER COVER SUCH AS TARPING OR MULCHING.

18. ALL SEDIMENT THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY WILL BE CLEANED UP BEFORE THE END OF THE SAME WORKDAY.

19. ALL SEDIMENT THAT MOVES OFF-SITE DUE TO A STORM EVENT WILL BE CLEANED UP BEFORE THE END OF THE NEXT WORKDAY.

ADDITIONAL EROSION CONTROL NOTES

1. THE CUT SLOPES ARE PROGRAMMED AS SHOWN. TOPS OF 2:1 CUT THAT OCCUR IN TOP SOIL WILL BE ROUNDED TO BLEND INTO NATURAL TERRAIN.

2. EXCAVATED MATERIAL TO BE STOCKPILED IN AREAS TO BE DETERMINED BY THE FIELD BY THE ENGINEER, CONTRACTOR, WASATCH COUNTY REVIEW ENGINEER AND WASATCH COUNTY INSPECTOR. NO EXCAVATED MATERIAL CONSTRUCTION AND MATERIAL WASTE AREAS AS APPROVED BY THE WASATCH COUNTY ENGINEER.

3. CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITY TO AREAS WITHIN THE FLAGGED LIMITS OF DISTURBANCE AND AS SHOWN ON THE PLANS AND WITHIN FIELD DESIGNATED STORAGE, STAGING AREAS.

4. CONTRACTOR SHALL ABIDE BY EROSION CONTROL REQUIREMENTS AS SET FORTH HEREIN.

5. ORGANIC MATERIALS WILL BE SEPARATED, REMOVED FROM THE ROAD BEDS AND STOCKPILED IN AREAS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR AND COUNTY INSPECTOR. NO ORGANIC MATERIAL WILL BE PLACED IN THE STRUCTURAL FILL AREA.

6. AFTER CLEARING AND GRUBBING OPERATIONS, TOPSOIL IS TO BE STOCKPILED IN AREAS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR, WASATCH COUNTY REVIEW ENGINEER AND WASATCH COUNTY INSPECTOR. NO ORGANIC MATERIAL OR ROCK LARGER THAN 24" WILL BE PLACED IN ROADWAY FILLS. 12" MINUS IN TOP 1" OF ROADWAY.

7. NO BRUSH, TOPSOIL SHALL BE STOCKPILED WITHIN THE ROADWAY RIGHT OF WAYS.

8. ALL FILL SLOPES WILL BE GRADED AS SHOWN OR AS DETERMINED BY A GEOTECHNICAL ENGINEER. COMPACTION OF EMBANKMENT FILLS WILL BE CONSTRUCTED TO WASATCH COUNTY ROADWAY STANDARDS. FILL AREAS SHALL BE CLEARED, GRUBBED, STRIPPED OF SOIL, AND SCARIFIED PRIOR TO PLACEMENT OF SUITABLE EMBANKMENT MATERIAL.

9. ALL DISTURBED AREAS WILL BE REVEGETATED ACCORDING TO REVEGETATION / EROSION CONTROL NOTES WITH A GRASS MIXTURE AS FOLLOWS APPLIED AT A MINIMUM RATE OF 50 LBS. PLS (PURE LIVE SEED PER ACRE WITH MIX)

% Pure	Grass Type
20.00	Hard fescue
15.00	Pubescent wheat grass
15.00	Orchard grass (sod forming)
15.00	Smooth brom grass
20.00	Stream bank wheat grass (sod forming)
15.00	Western wheat grass

TOPSOIL SHALL BE PLACED TO A DEPTH OF 6" ON ALL CUT AND FILL SLOPES 2:1 OR FLATTER WITHOUT RETENTION. REVEGETATION AREAS WILL BE SEEDED AND MULCHED AS SOON AS POSSIBLE AFTER CONSTRUCTION COMPLETION.

10. SILT FENCING WILL BE HELD IN PLACE WITH 2 X 2 STAKES AND WILL BE USED FOR STOCKPILING AND TRENCHED INTO GROUND.

11. THE SILT FENCING SHALL BE INSTALLED BEFORE CLEARING AND GRUBBING AT THE TOE OF THE DISTURBED DOWNHILL SLOPE. NO GRUBBED AREA SHALL BE WITHOUT SILT FENCE PROTECTION FOR LONGER THAN 24 HOURS. THE SILT FENCE SHALL BE MONITORED AND REPLACED IF NECESSARY.

12. ALL SITE DRAINAGE SHALL BE ADEQUATELY PROVIDED FOR DURING CONSTRUCTION.

13. NATURAL VEGETATION WILL BE PRESERVED AND PROTECTED AS MUCH AS POSSIBLE AND VEGETATION REMOVAL WILL BE MINIMIZED.

14. DRAINAGE WAYS AND OUTLETS WILL BE PROTECTED FROM INCREASED FLOWS AND EROSION.

15. THE CONTRACTOR SHALL NOTIFY ALL OWNERS OF UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS AND CABLE TELEVISION, OF THE PROPOSED CONSTRUCTION WITHIN THE UTILITIES AREA OF OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR MEETING WITH AND COORDINATING CONSTRUCTION ACTIVITIES WITH THOSE OF THE UTILITY COMPANIES INVOLVED WITH FIELD INSTALLATION. STAPLE THE BLANKET OR LINER USING MANUFACTURER'S SPECIFICATIONS. STAPLE REQUIREMENTS VARY ACCORDING TO THE STEEPNESS AND LENGTH OF THE SLOPE. PLACE ADDITIONAL STAPLES IN AREAS SUCH AS: SWALES, BASE OF HUMPS, AGAINST ROCK OUTCROPS AND AS REQUIRED TO ACHIEVE MAXIMUM CONTACT BETWEEN THE BLANKET AND THE SOIL.

16. THE CONTRACTOR SHALL FOLLOW AS APPLICABLE, UNLESS STANDARDS HAVE BEEN WAIVED OR MODIFIED:

- INTERNATIONAL BUILDING CODE 2015, APPENDIX J, GRADING
- WASATCH COUNTY CODE
- UNIFORM FIRE CODE

17. FINISH GRADES ARE AT ROADWAY CENTERLINE, UNLESS OTHERWISE SPECIFICALLY NOTED.

18. NATIVE MATERIAL CAN BE CRUSHED AND PROCESSED ON SITE FOR ROAD BASE MATERIAL.

19. TEMP. DEBRIS PILES WILL BE LOCATED EVERY 200' AS NEEDED.

20. ALL ROADWAYS, TRENCHES, DETENTION PONDS AND/OR EXCAVATIONS OF ANY KIND REQUIRING FILL MATERIAL WILL BE INSPECTED AND APPROVED BY THE OWNERS QUALITY CONTROL FIRM PRIOR TO THE PLACEMENT OF ANY FILL MATERIAL.

21. ALL FILL OR BACK FILL, WHETHER IMPORT OR NATIVE SOILS, WILL BE TESTED FOR DENSITY, MOISTURE AND BEARING AT REGULAR INTERVALS THROUGH THE COURSE OF THE FILL PLACEMENT. ALL FILLS WILL BE PLACED IN LIFTS AS PER THE PLANS AND WASATCH COUNTY SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE TO NOTIFY THE GEOTECH 24 HOURS IN ADVANCE OF SCHEDULED FILL PLACEMENT.

22. IN THE EVENT OF DISCREPANCIES BETWEEN BID DOCUMENTS AND EXISTING ON-SITE CONDITIONS, CONTRACTOR WILL 1) IMMEDIATELY HALT WORK ACTIVITY AND NOTIFY DESIGN ENGINEER OF ANY SUCH DISCREPANCIES 2) UPON RESOLUTION OF DISCREPANCIES, CONTRACTOR WILL EXCAVATE AT THE TOE OF THE SLOPE AND EMBED RIPRAP TO PROTECT AGAINST UNDERCUTTING. COMPACT PROPERLY PLACED LOOSE RIPRAP SO THAT IT IS FREE FROM ANY IRREGULAR SURFACE PROTRUSIONS OVER 3 INCHES IN HEIGHT.

23. CONTRACTOR WILL PRIOR TO INSTALLATION PREPARE AND SUBMIT PRODUCT DATA AND DETAILS FOR MATERIAL USED IN CONJUNCTION WITH THIS PROJECT (E. OVERFLOW STRUCTURES, DRAINAGE, PIPE, FILTER FABRICS, EROSION BLANKETS, GROUT, GUARDRAILS, ROAD SIGNS, ETC.

24. CUT AND FILL SLOPES MATING TO BE SEEDED AND TOPSOILED PRIOR TO PLACEMENT OF EROSION BLANKETS.

25. STAPLE PATTERNS ON EROSION MATS PER SUPPLIERS SPECS

EROSION CONTROL BLANKET - ALL REQUIRED GRADING AND SEEDING IN AREAS TO RECEIVE EROSION CONTROL BLANKET SHOULD BE COMPLETED AND APPROVED BEFORE PLACING THE PRODUCT. APPLY THE BLANKET WITHIN 24 HOURS AFTER SEEDING OR BEFORE PRECIPITATION FALLS. IF THE BLANKET IS NOT INSTALLED AND A PRECIPITATION EVENT OCCURS, CREATING SOIL EROSION, REPLACE ERODED MATERIAL, RESEED THE SOIL, AND RESEED BEFORE INSTALLING THE BLANKET. INSTALL THE EROSION CONTROL BLANKET OR CHANNEL LINER STRICTLY FOLLOWING MANUFACTURER'S SPECIFICATIONS. ALLOW THE BLANKET OR LINER TO LAY LOOSELY ON THE SOIL TO ACHIEVE MAXIMUM SOIL CONTACT. REMOVE STAPLES, BRANCHES, OR OTHER LOOSE OBJECTS THAT CAUSE THE BLANKET OR CHANNEL LINER TO "TENT". PLACE ROOTS AND BRANCHES ON AREAS ALREADY BLANKETED. DO NOT STRETCH THE BLANKET DURING INSTALLATION. STAPLE THE BLANKET OR LINER USING MANUFACTURER'S SPECIFICATIONS. STAPLE REQUIREMENTS VARY ACCORDING TO THE STEEPNESS AND LENGTH OF THE SLOPE. PLACE ADDITIONAL STAPLES IN AREAS SUCH AS: SWALES, BASE OF HUMPS, AGAINST ROCK OUTCROPS AND AS REQUIRED TO ACHIEVE MAXIMUM CONTACT BETWEEN THE BLANKET AND THE SOIL.

SEEDING WINDOW - COMPLETE ALL GENERAL DISTURBED AREA SEEDING WITHIN THE APPROPRIATE SEEDING WINDOW. IF THE SEEDING IS NOT COMPLETED WITHIN THE GIVEN WINDOW, POSTPONE SEEDING UNTIL THE FOLLOWING YEAR. UNDER CERTAIN CONDITIONS, AN EXCEPTION TO THIS WINDOW MAY BE OBTAINED THROUGH THE REGION LANDSCAPE ARCHITECT. THE ENGINEER APPROVES EXCEPTIONS.

ELEVATION
4000 TO 6000 FT
ABOVE 6000 FT

SEEDING WINDOW
SEPT. 15 TO DEC. 1
SEPT. 1 TO NOV 15

SEEDING WINDOW - COMPLETE ALL GENERAL DISTURBED AREA SEEDING WITHIN THE APPROPRIATE SEEDING WINDOW. IF THE SEEDING IS NOT COMPLETED WITHIN THE GIVEN WINDOW, POSTPONE SEEDING UNTIL THE FOLLOWING YEAR. UNDER CERTAIN CONDITIONS, AN EXCEPTION TO THIS WINDOW MAY BE OBTAINED THROUGH THE REGION LANDSCAPE ARCHITECT. THE ENGINEER APPROVES EXCEPTIONS.

RIPRAP - PLACE STONES TO SECURE A ROCK MASS, CONFORMING TO THE GRADES AND DIMENSIONS SHOWN ON THE PLANS. DISTRIBUTE AND MANIPULATE THE STONES IN A MANNER THAT THE LARGER ROCK FRAGMENTS ARE UNIFORMLY DISTRIBUTED AND THE SMALLER ROCK FRAGMENTS SERVE TO FILL THE SPACE BETWEEN THE LARGER FRAGMENTS. PLACE IN A MANNER THAT RESULTS IN UNSEGREGATED, DENSELY PLACED, UNIFORM LAYERS OF RIPRAP OF THE THICKNESS INDICATED ON THE PLANS. EXCAVATE AT THE TOE OF THE SLOPE AND EMBED RIPRAP TO PROTECT AGAINST UNDERCUTTING. COMPACT PROPERLY PLACED LOOSE RIPRAP SO THAT IT IS FREE FROM ANY IRREGULAR SURFACE PROTRUSIONS OVER 3 INCHES IN HEIGHT.

ADS FLEXSTORM CATCH-IT INLET FILTERS

Clear Opening Size	Style P/N	Minimum Bypass Flow Rate (CFS)
Small: Up to 64" Perimeter	62SCBFX	2.4
Medium: 65" - 96" Perimeter	62MCBFX	3.5
Large: 97" - 120" Perimeter	62LCBFX	5.0
Extra Large: 121" or Greater Perimeter	62XCBFX	7.2

Clear Opening Size	Style P/N	Minimum Bypass Flow Rate (CFS)
Small: Up to 64" Perimeter	62SSCBFX	2.4
Medium: 65" - 96" Perimeter	62SSMCBFX	3.5
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Extra Large: 121" or Greater Perimeter	62SSXCBFX	7.2

Clear Opening Size	Style P/N	Minimum Bypass Flow Rate (CFS)
Small: 10" - 16" Dia.	62SRDPX	1.6
Medium: 17" - 24" Dia.	62MRDPX	2.7
Large: 25" - 36" Dia.	62LRDPX	3.9

INSTALLATION INSTRUCTIONS:

1. REMOVE GRATE
2. CLEAN GRATE LEDGE
3. SET INLET FILTER ON LOAD BEARING LEDGE OF STRUCTURE
4. REPLACE GRATE

1. ALL FRAMING IS CONSTRUCTED OF G90 GALVANIZED STEEL.

2. TOTAL BYPASS CAPACITY WILL VARY WITH EACH SIZE DRAINAGE STRUCTURE. ADS DESIGNS FRAMING BYPASS TO MEET OR EXCEED THE DESIGN FLOW OF THE PARTICULAR DRAINAGE STRUCTURE.

3. UPON ORDERING, CONFIRMATION OF THE INLET SPECIFICATION, PRECAST/FOUNDRY CASTING MAKE AND MODEL, OR DETAILED DIMENSIONAL FORMS MUST BE PROVIDED TO CONFIGURE AND ASSEMBLE AN INLET FILTER.

4. ALL FILTERS MEET ASTM D8057 SPECIFICATIONS.

5. FOR WRITTEN SPECIFICATIONS AND MAINTENANCE GUIDELINES VISIT WWW.ADSPPE.COM.

ALL PRODUCTS MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS
WWW.ADSPPE.COM
PH. 1-800-821-6710

DATE: 02/06/2023
BY: C
SCALE: 1"=60'

GENERAL EROSION CONTROL NOTES

1. SWPP and NOI required to be filed and approved with town of HIDEOUT prior to commencement of construction.

2. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.

3. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE WASATCH COUNTY PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES.

4. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREETS CLEAN AND FREE OF DEBRIS FROM TRAFFIC AND THE SITE.

5. CONTRACTOR WILL DISPOSAL OF BUILDING MATERIAL WASTE PROPERLY TO PREVENT POLLUTANTS AND DEBRIS FROM BEING CARRIED OFF-SITE BY WIND OR WATER.

6. ALL STORM DRAIN FACILITIES ON SITE AND ADJACENT TO THE SITE NEED TO BE PROTECTED FROM SITE RUNOFF. INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.

7. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED, SEEDED WITH NATIVE VEGETATION, OR LANDSCAPED. REFER TO LANDSCAPE PLANS FOR SEED MIX, AND PLANTING SPECIFICATIONS.

8. EROSION CONTROL STRUCTURES BELOW SEEDING AREAS MAY BE REMOVED ONCE SOIL AND FINAL LANDSCAPING ARE IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDING AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATIONS. EROSION CONTROL IN PROPOSED PAVEMENT AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.

9. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CONTROL FACILITIES WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY AND REMOVED WHEN THE SITE IS PAVED.

10. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE.

11. CONCRETE WASHOUT WILL BE A LEAK PROOF CONTAINER OR A PIT LINED WITH IMPERVIOUS SHEETING.

12. BLOWING DUST MUST BE CONTROLLED AT ALL TIMES. INSTALLATION OF A SILT SCREEN AND SITE WATERING SHALL BE USED TO CONTROL DUST. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.

14. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF BITUMINOUS PATCH FOR ROAD CONSTRUCTION.

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- WASATCH COUNTY CODE
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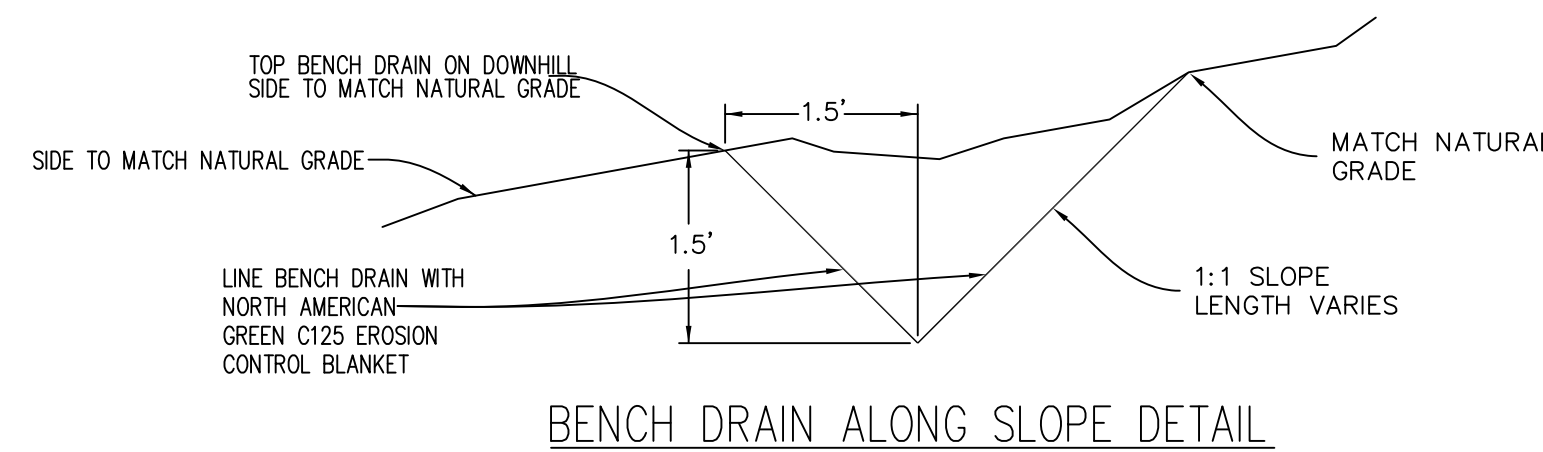
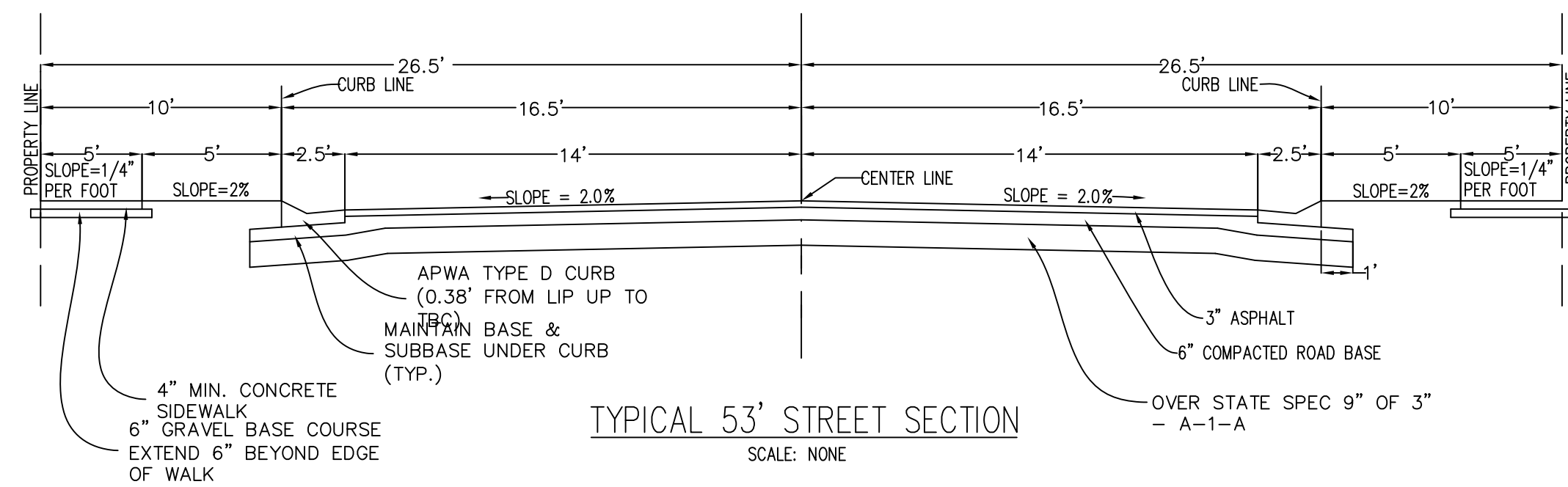
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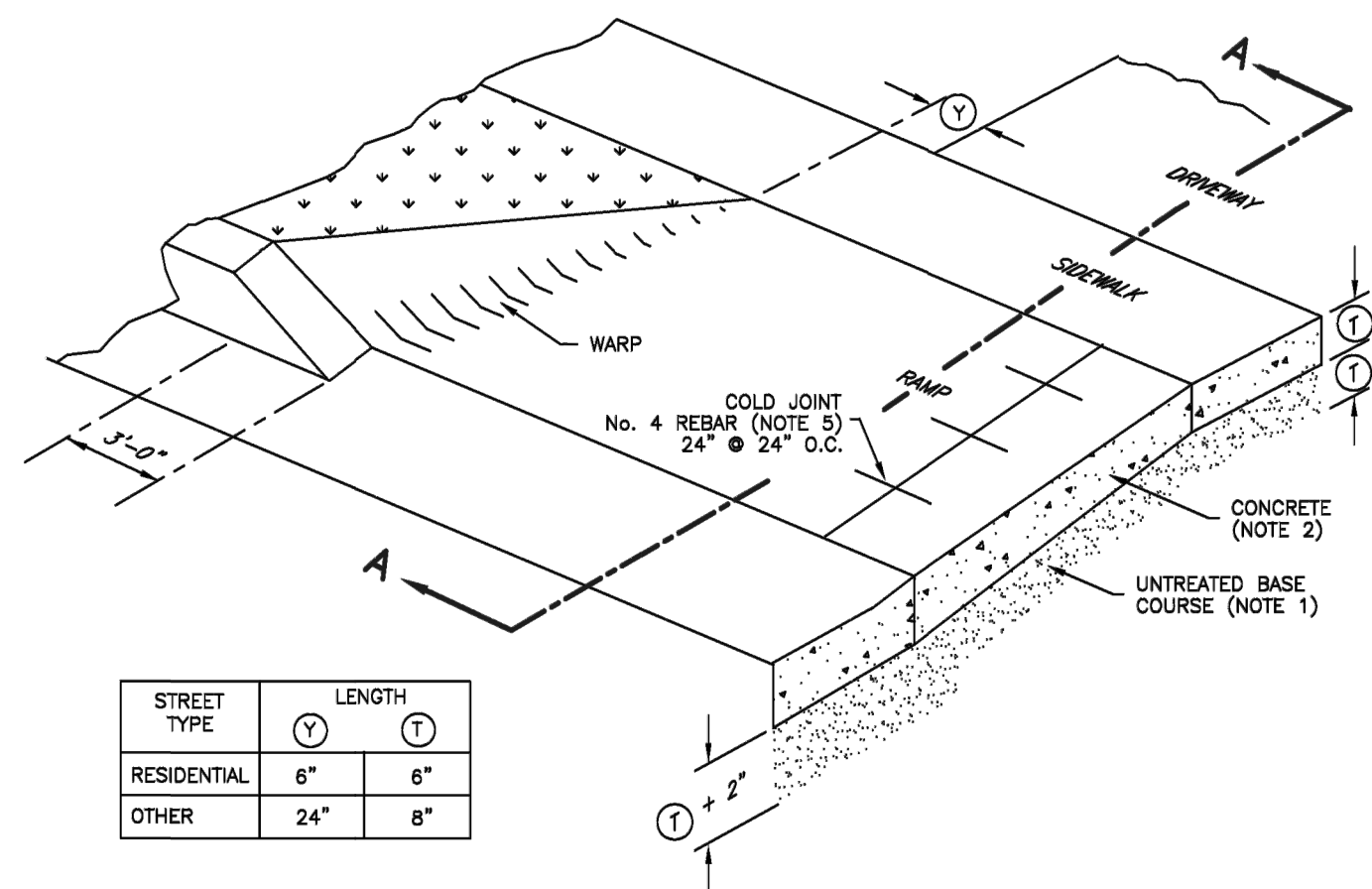
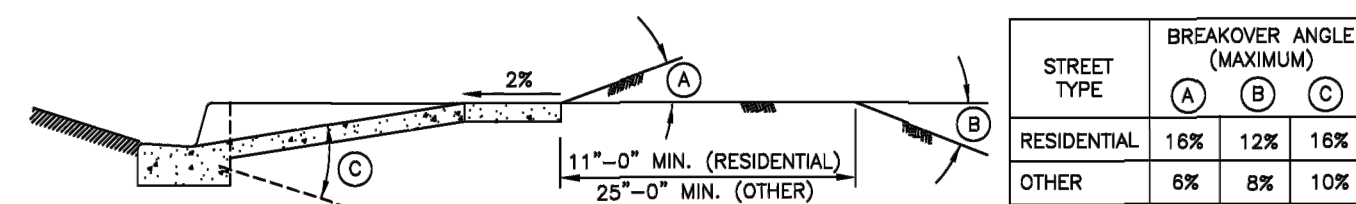
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ALL WORK WITHIN CITY ROW TO FOLLOW CITY SPECS

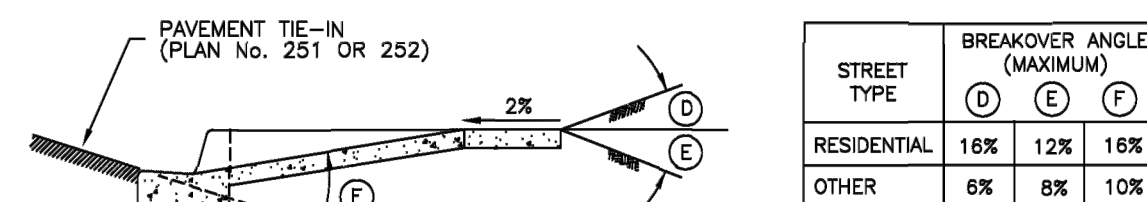


Flare driveway approach – type A

1. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32 11 23.3.
 - A. Do not use gravel as a substitute for untreated base course without ENGINEER's permission.
 - B. Place material per APWA Section 32 05 10.
 - C. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
2. **CONCRETE:** Class 4000 per APWA Section 03 30 04.
 - A. If necessary, provide concrete that achieves design strength in less than 7 days. Use caution; however, as concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
 - B. Place concrete per APWA Section 03 30 10.
 - C. Provide 1/2 inch radius on concrete edges exposed to public view.
 - D. Cure concrete per APWA Section 03 39 00 with type ID Class A or B (clear with fugitive dye) membrane forming compound unless specified otherwise.
3. **EXPANSION JOINT:** Make expansion joints vertical, full depth, 1/2 inch wide with type F1 joint filler material per APWA Section 32 13 73. Set top of filler flush with surface of concrete.
4. **CONTRACTION JOINT:** Make contraction joints vertical.
 - A. 1/8 inch wide and 1 inch deep or 1/4 slab thickness if slab is greater than 4 inches thick.
 - B. Maximum length to width ratio for non-square panels is 1.5 to 1.
 - C. Maximum panel length (in feet) is 2.5 times the slab thickness (in inches) to a maximum of 15 feet.
5. **REINFORCEMENT:** ASTM A 615, grade 60, galvanized or epoxy coated deformed steel. See APWA Section 03 20 00 requirements. Not required if driveway ramp is constructed without a cold joint.
6. **FIELD CHANGES TO SLOPE REQUIREMENTS:** The following design parameters are to be used as guide. Specific uses or site conditions may require profile design submittal for review and acceptance.
 - A. As a rule, driveway grades may have a 6 percent change in slope over a 11 feet wheel base run for both crest or sag vertical curves.
 - B. Where heavy truck use and fire truck access applies, or to improve design speed, design grades should be cut in half.
7. **FINISH:** Broomed.
8. **PROTECTION AND REPAIR:**
 - A. Fill flow-line with water. Repair construction that doesn't drain.
 - B. Repair concrete from deicing chemicals during cure period.

OBLIQUE

SECTION A-A - APPROACH REQUIRING SERVICE TRUCK ACCESS



SECTION A-A – TYPICAL DRIVEWAY APPROACH

Flare driveway approach - type A

Plan No.
221
Drawing 1 of 2

Curb and gutter

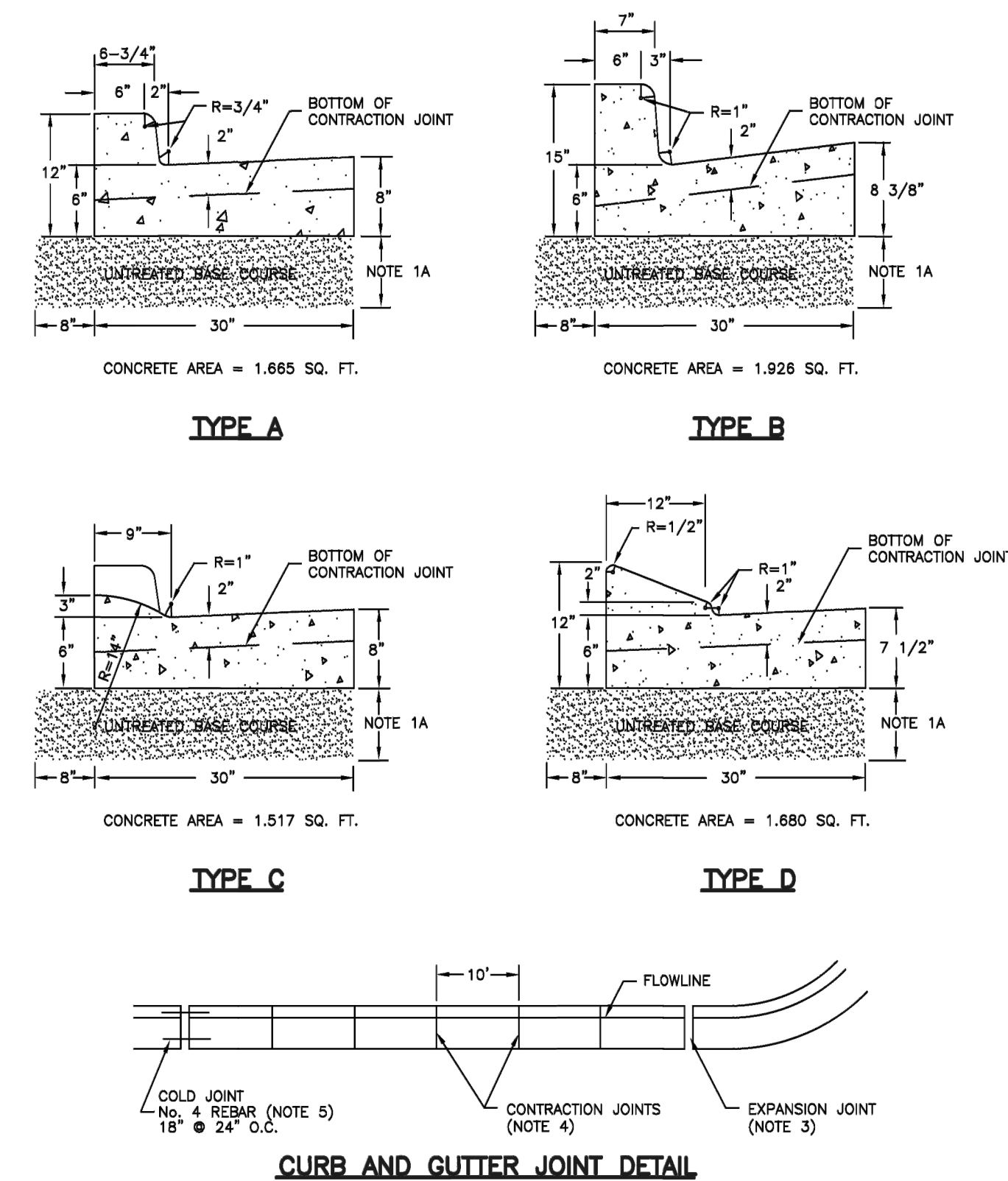
1. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32 11 23.
 - A. Do not use gravel as a substitute for untreated base course without ENGINEER's permission.
 - B. If flow line grade is greater than 0.5 percent ($s=0.005$), provide 6 inches uncompacted thickness. If less, provide 8 inches uncompacted thickness.
 - C. Place material per APWA Section 32 05 10.
 - D. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
2. **CONCRETE:** Class 4000 per APWA Section 03 30 04.
 - A. If necessary, provide concrete that achieves design strength in less than 7 days. Caution; concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
 - B. Place concrete per APWA Section 03 30 10.
 - C. Provide 1/2 inch radius on concrete edges exposed to public view.
 - D. Cure concrete per APWA Section 03 39 00 with type ID Class A or B (clear with fugitive dye) membrane forming compound unless specified otherwise.
3. **EXPANSION JOINT:** Make expansion joints vertical, full depth, 1/2 inch wide with type F1 joint filler material per APWA Section 32 13 73.
 - A. Set top of filler flush with surface of concrete.
 - B. Expansion joints are required at the start or end of a street intersection curb return.
 - C. Expansion joints are not required in slip form work.
4. **CONTRACTION JOINT:** Make contraction joints vertical.
 - A. 1/8 inch wide and 2 inch deep or 1/4 slab thickness if slab is greater than 8 inches thick.
 - B. If necessary, match location of contraction joints in portland cement concrete roadway pavements.
5. **REINFORCEMENT:** ASTM A 615, grade 60, galvanized or epoxy coated deformed steel. See APWA Section 03 20 00 requirements.
6. **FINISH:** Broomed.
7. **PROTECTION AND REPAIR:**
 - A. Fill flow-line with water. Repair construction that does not drain.
 - B. Protect concrete from deicing chemicals during cure.

24

Concrete sidewalk

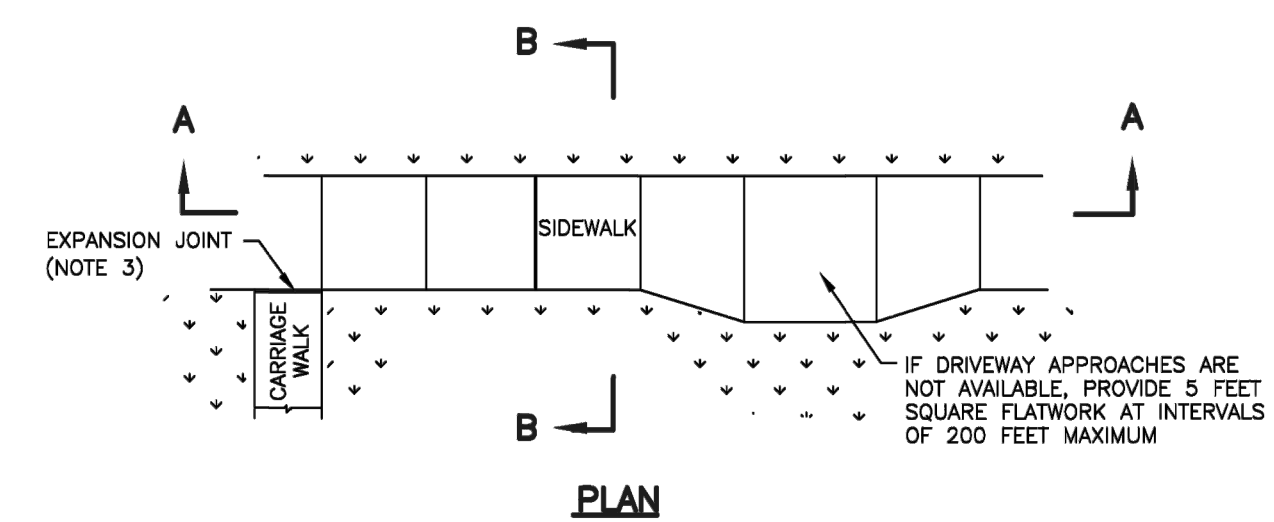
1. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32 11 23.
 - A. Do not use gravel as a substitute for untreated base course without ENGINEER's permission.
 - B. Place material per APWA Section 32 05 10.
 - C. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent, or greater. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
2. **CONCRETE:** Class 4000 per APWA Section 03 30 04.
 - A. If necessary, provide concrete that achieves design strength in less than 7 days. Caution; concrete crazing (spider cracks) may develop if air temperature exceeds 90 degrees F.
 - B. Place concrete per APWA Section 03 30 10.
 - C. Provide 1/2 inch radius on concrete edges exposed to public view
 - D. Cure concrete per APWA Section 03 39 00 with type ID Class A or B (clear with fugitive dye) membrane forming compound unless specified otherwise.
3. **EXPANSION JOINT:** Make expansion joints vertical, full depth, 1/2 inch wide with type F1 joint filler material per APWA Section 32 13 73.
 - A. Set top of filler flush with surface of concrete.
 - B. Expansion joints are not required in slip formwork except at the start or end of the installation activity.
4. **CONTRACTION JOINT:** Make contraction joints vertical.
 - A. 1/8 inch wide and 1 inch deep or 1/4 slab thickness if slab is greater than 4 inches thick.
 - B. Maximum length to width ratio for non-square panels is 1.5 to 1.
5. **FINISH:** Broomed.

50

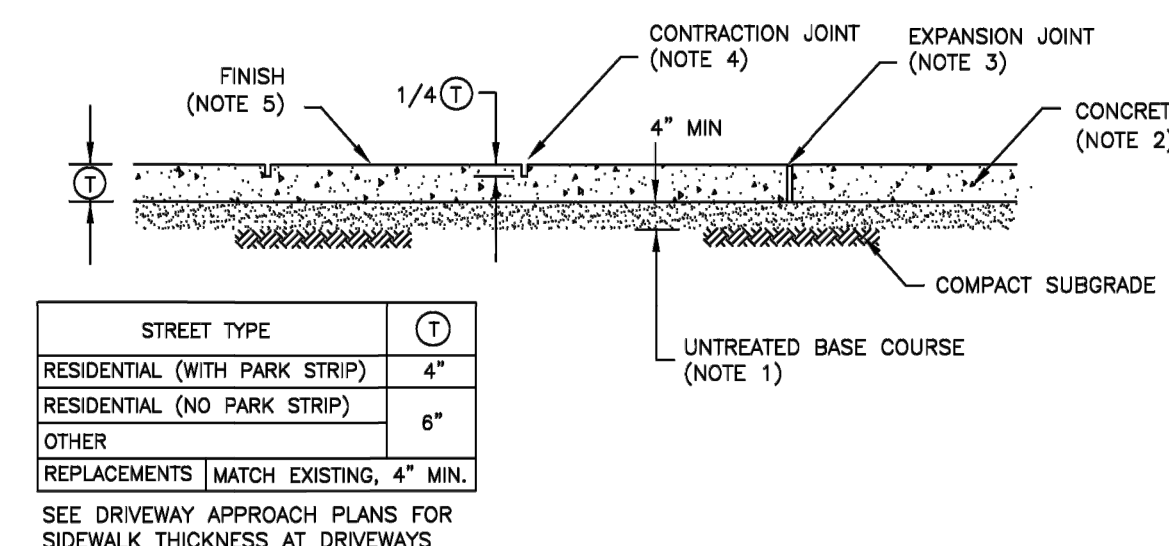


Curb and gutter

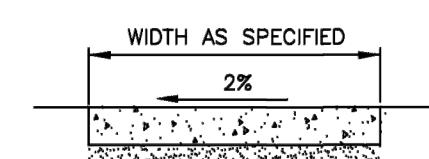
Plan No.
205
Drawing 1 of 2



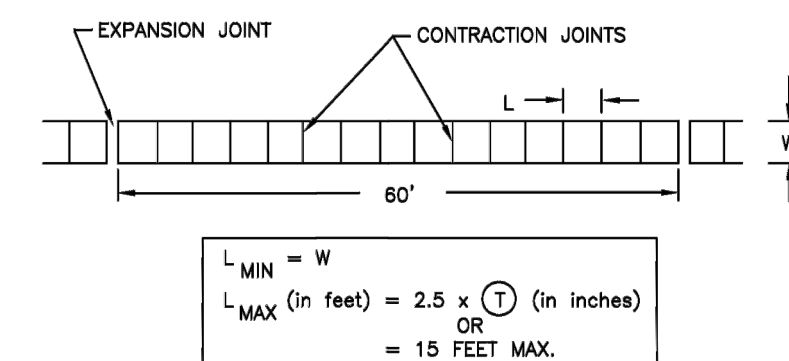
PLAN



SECTION A-A



SECTION B-B



SIDEWALK JOINT DETAIL

Concrete sidewalk

December 2005

38

39

Drawing 1 of 2



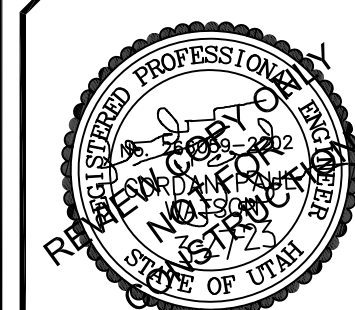
GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095

LONE TREE AT CIRCLE FIVE RANCH
PHASE F- PLAT 3 SUBDIVISION

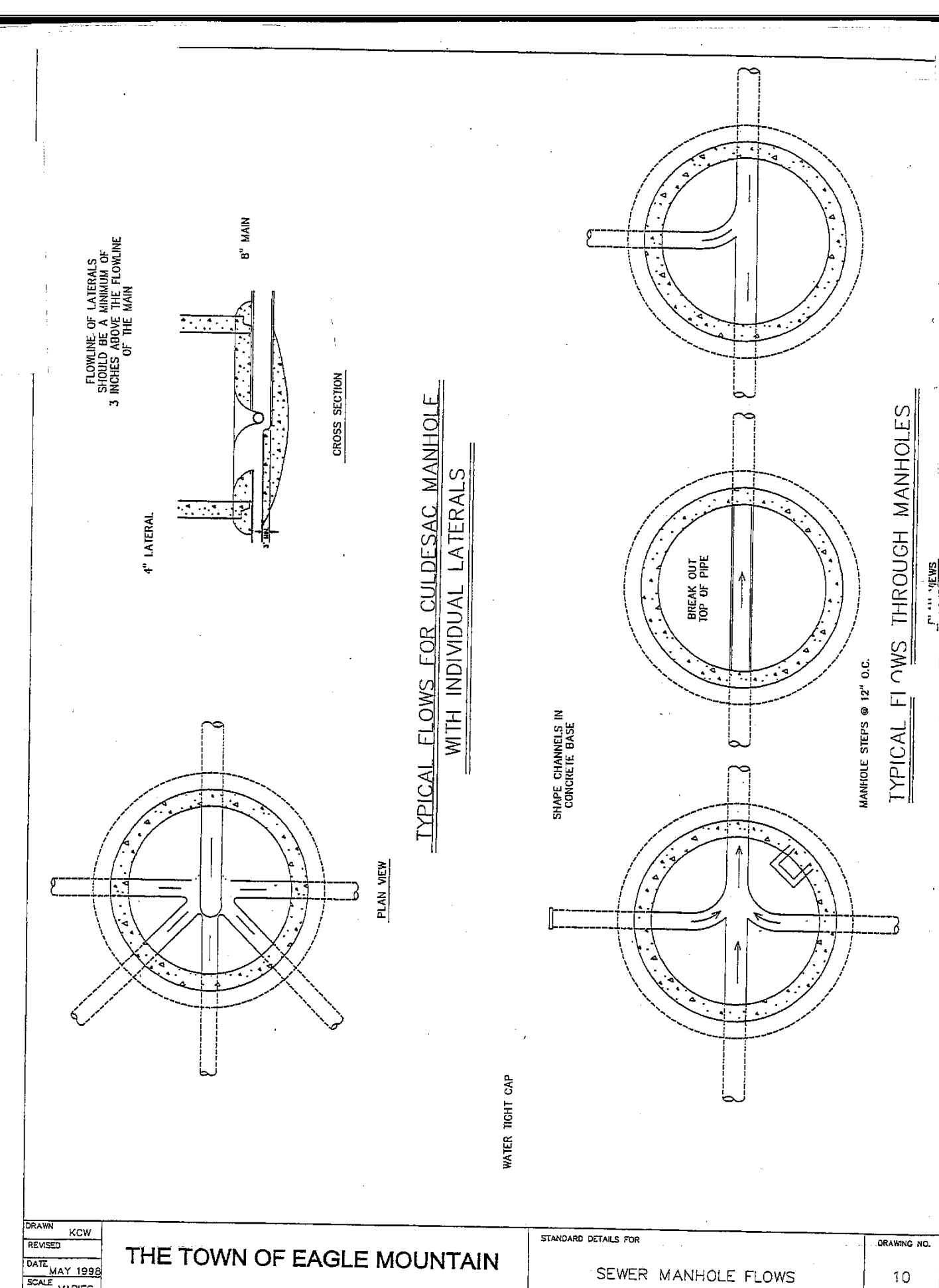
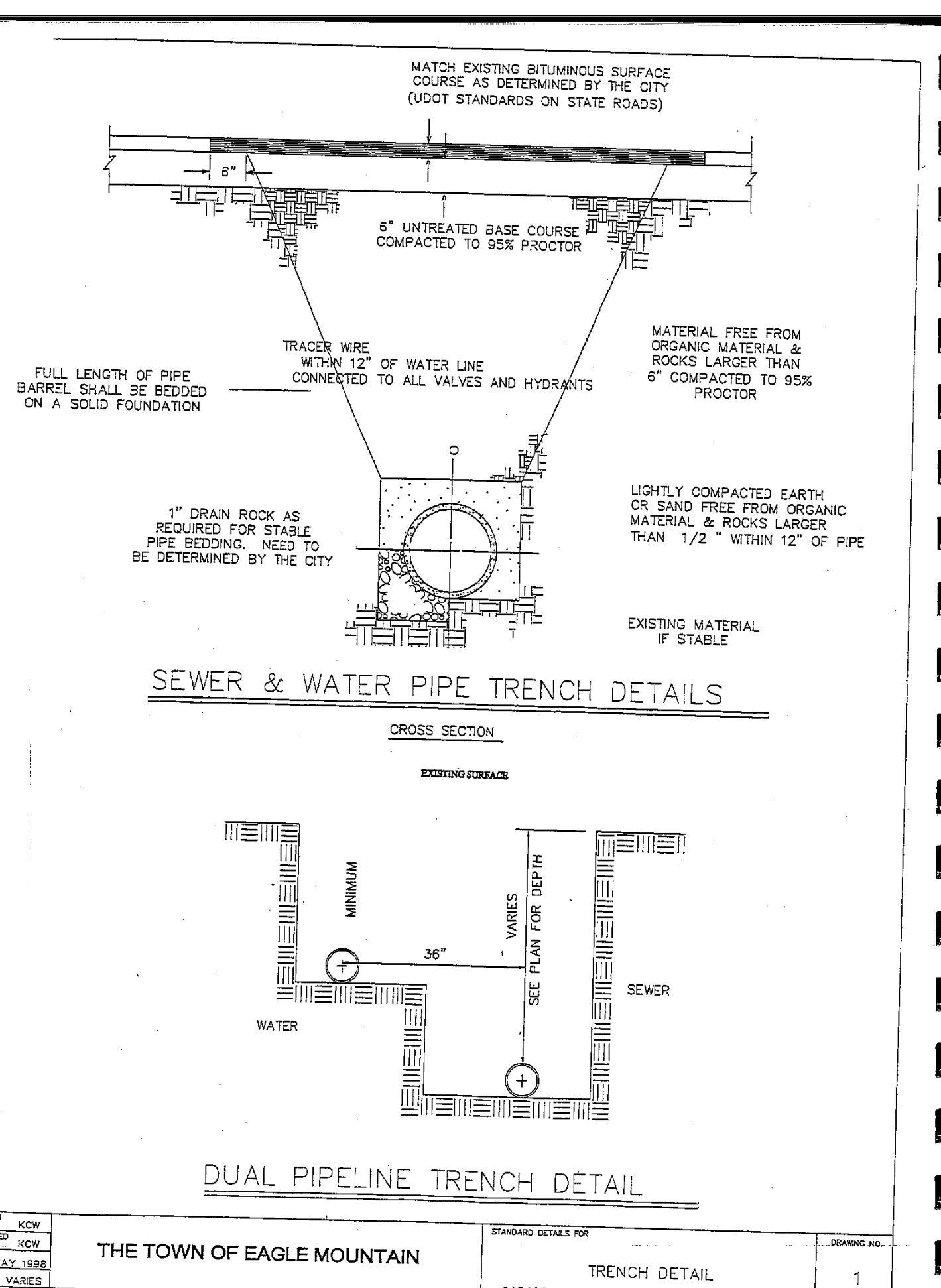
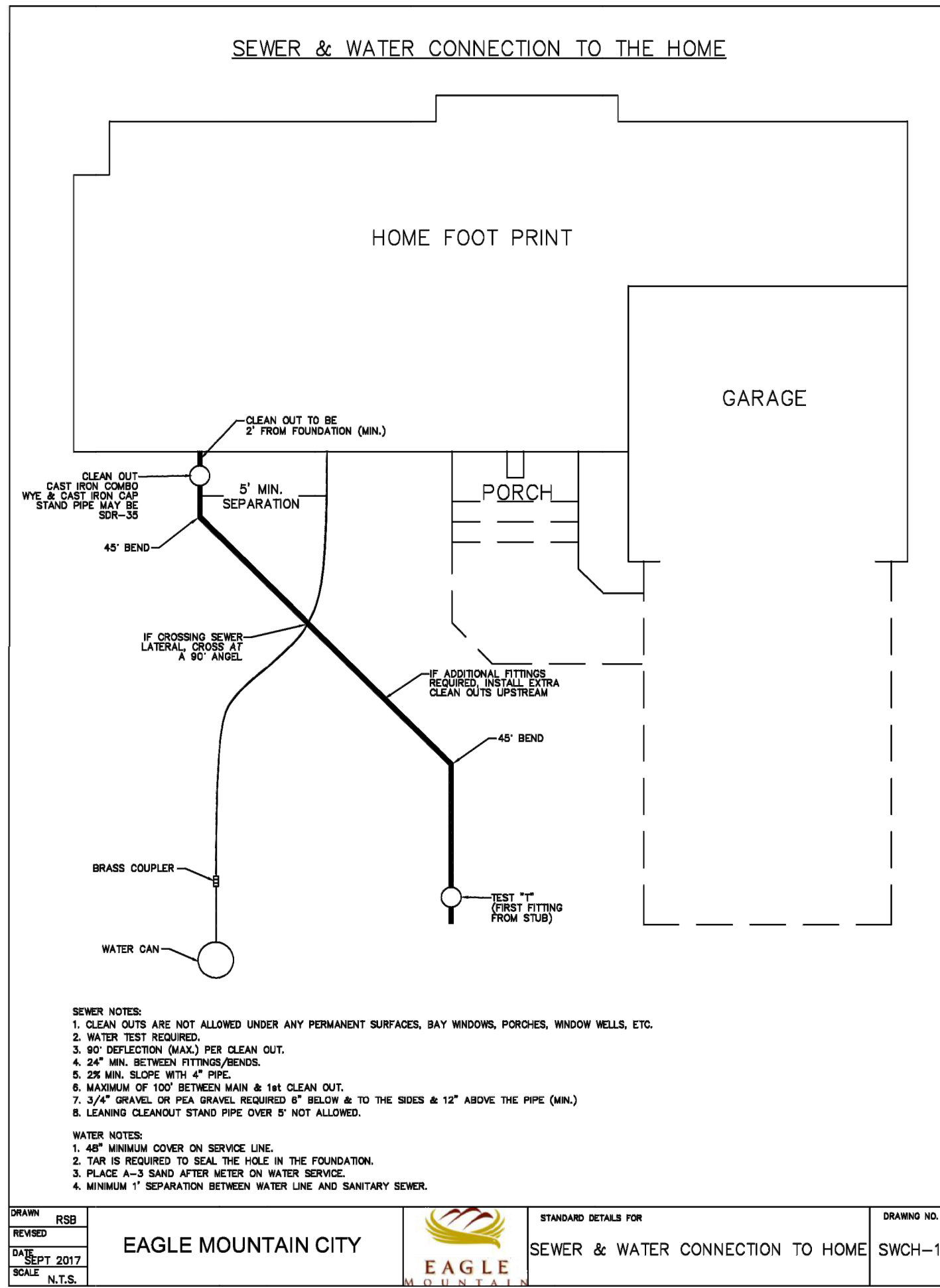
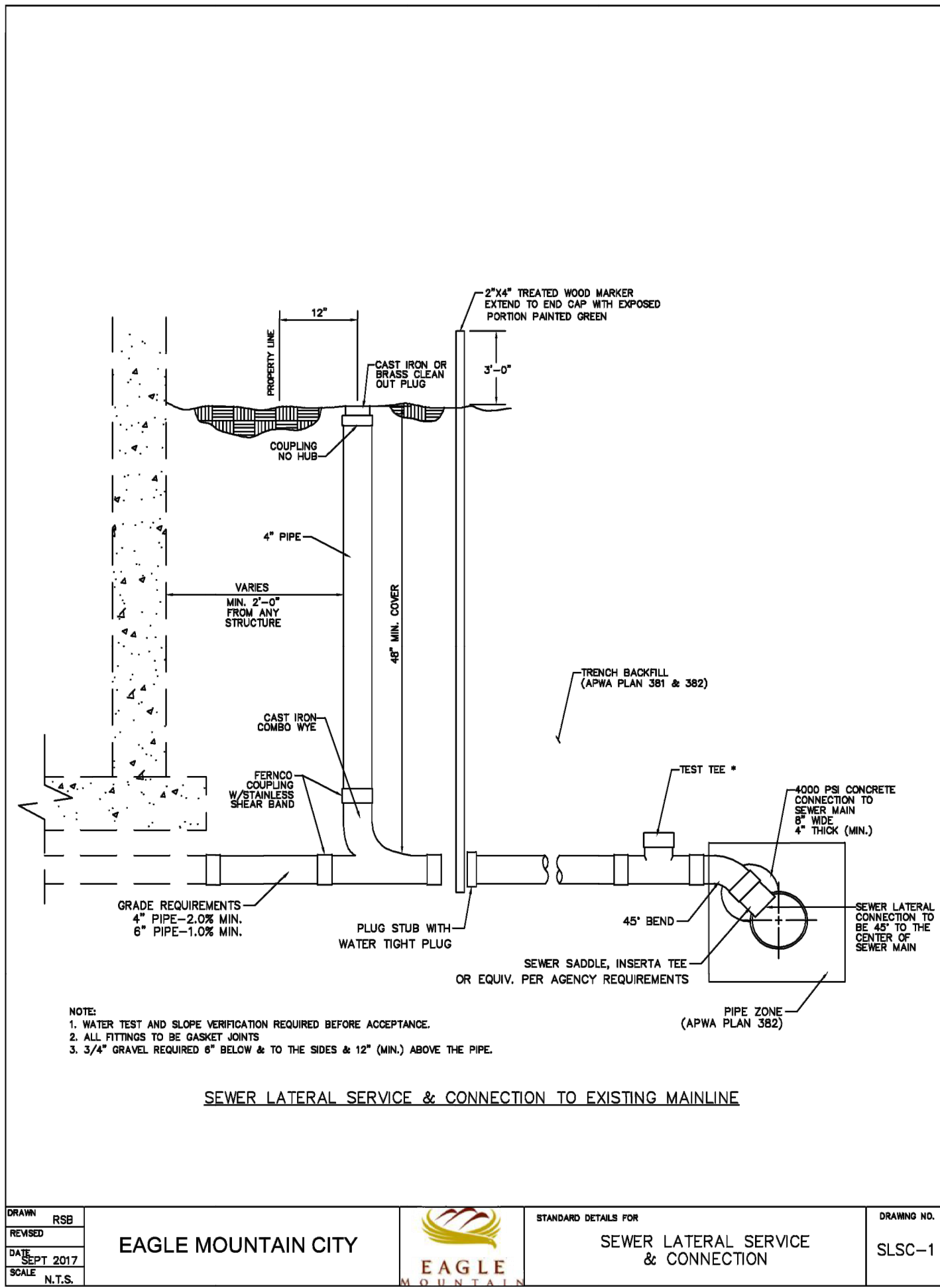
STREET DETAILS

PRINT DATE: 3-27-2023

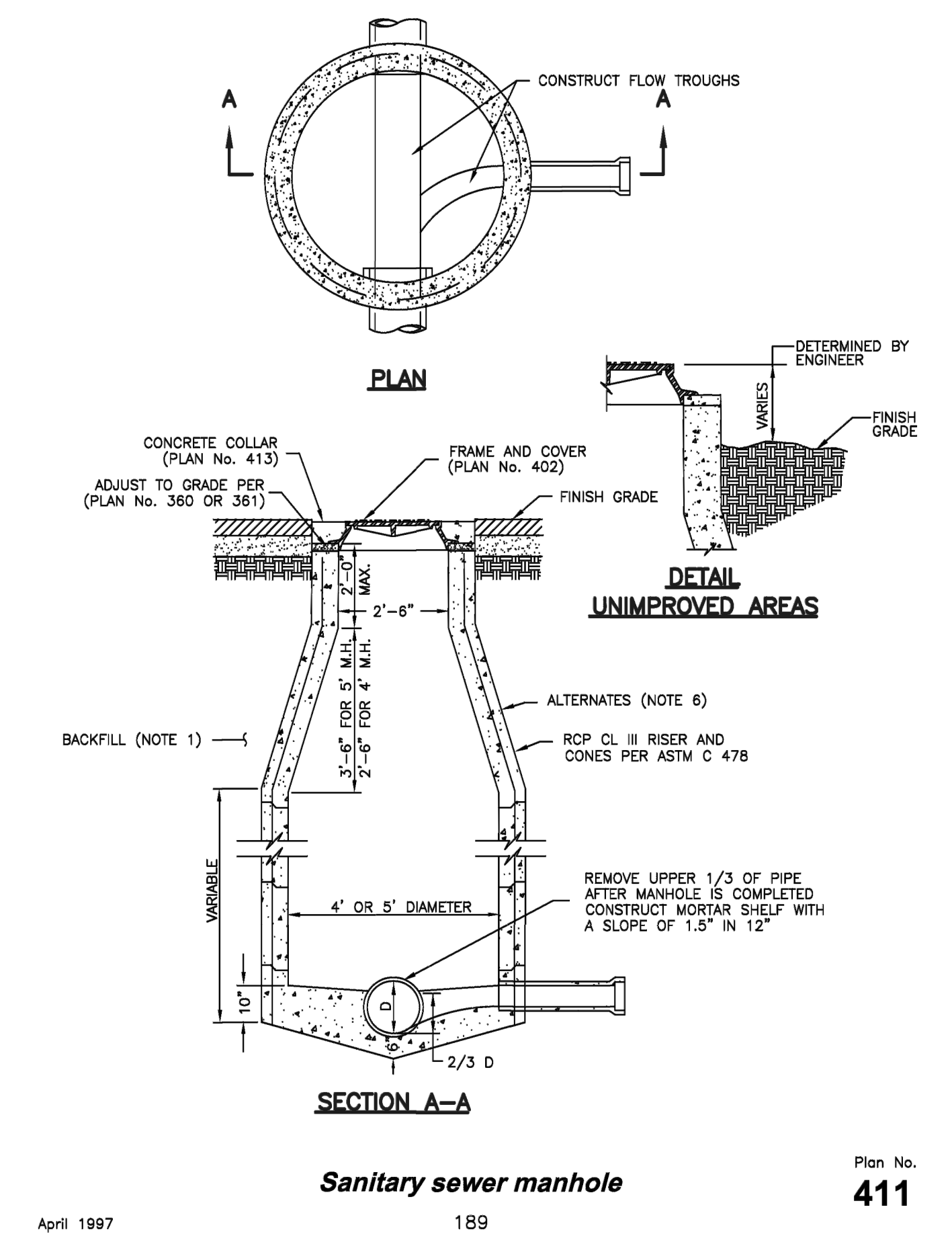
EAGLE MTN
CITY



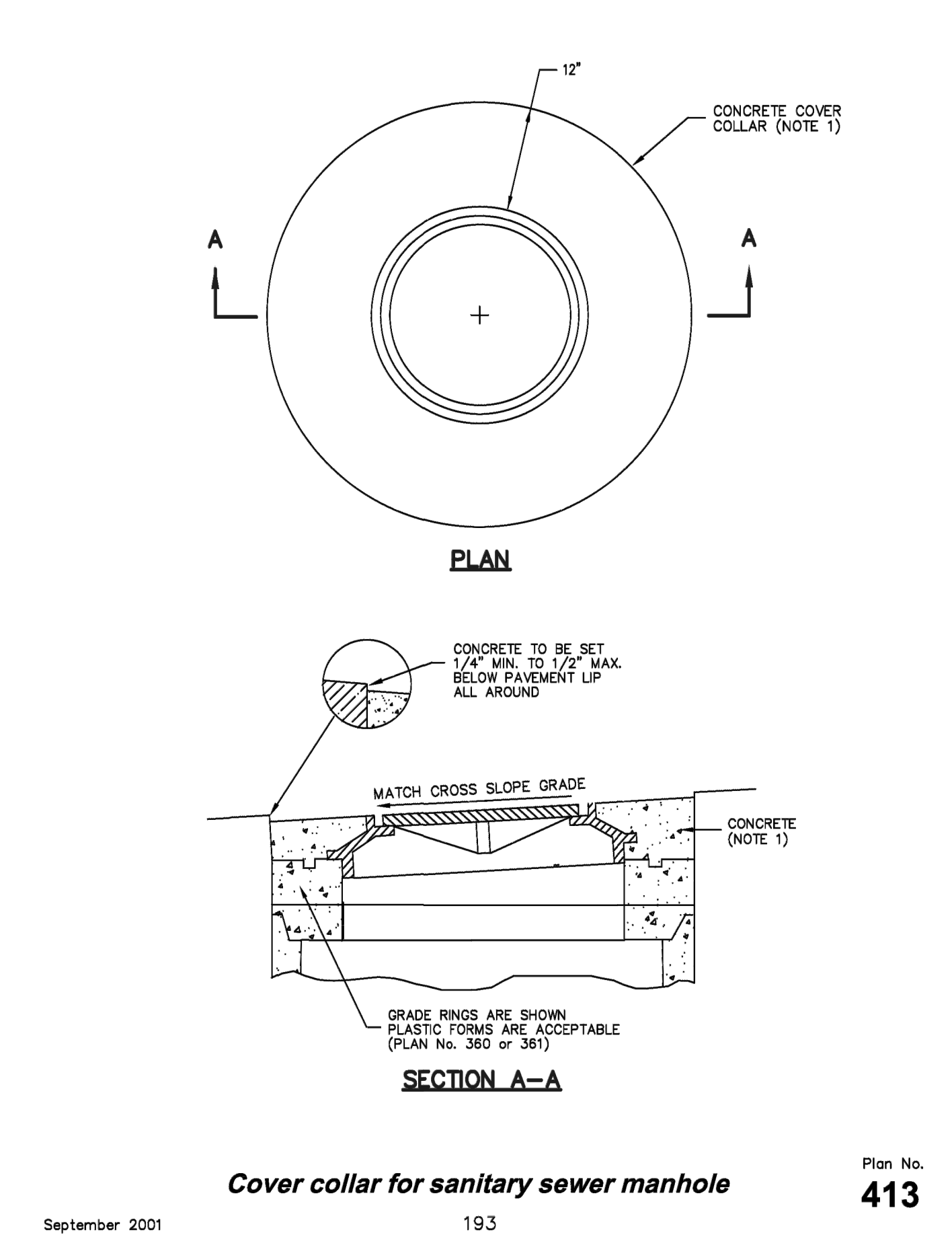
SHEET NO. D1



- Sanitary sewer manhole**
- BACKFILL: Provide and place per APWA Section 31 23 23. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.
 - CONCRETE: Class 4000 per APWA Section 03 30 04. Place concrete per APWA Section 03 30 10. Cure per APWA Section 03 39 00.
 - MANHOLE SIZE: For sewers under 12" diameter, build a 4 feet diameter manhole. For sewers 12" and larger, and when 3 or more pipes intersect in the manhole, build a 5 feet diameter manhole.
 - GROUT: Grout around all pipe openings with 2:1 sand/cement mortar.
 - JOINTS: Place flexible gasket-type sealant in all manhole joints.
 - ALTERNATES:
A. Precast reinforced concrete walls 5 inches thick (to be acceptable to the ENGINEER).
B. Cast in-place concrete to be 8 inches thick minimum.
 - INVERT COVERS: Place invert covers over the top of pipe in all manholes during construction. See Plan No. 412.
 - WATER STOPS: Install rubber water-stop on all plastic pipes when connecting plastic pipes to manholes. Hold water-stop in place with stainless steel bands.



- Cover collar for sanitary sewer manhole**
- CONCRETE: Class 4000 per APWA Section 03 30 04. Place concrete per APWA Section 03 30 10. Cure per APWA Section 03 39 00.
 - JOINTS: Provide a neat straight joint between existing and new asphalt concrete surfaces. Provide concentric circle cut. Clean edges of all dirt, oil and loose debris.



DATE	APR 1997
DESCRIPTION	
NO.	
DATE	6-1-16
ORIG. DATE	6-1-16
SURVEY BY	GPW
DRAWN BY	GPW
DESIGNED BY	GPW
CHECKED BY	GPW
SCALE	N/A

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

LONE TREE AT CIRCLE FIVE RANCH
PHASE F- PLAT 3 SUBDIVISION

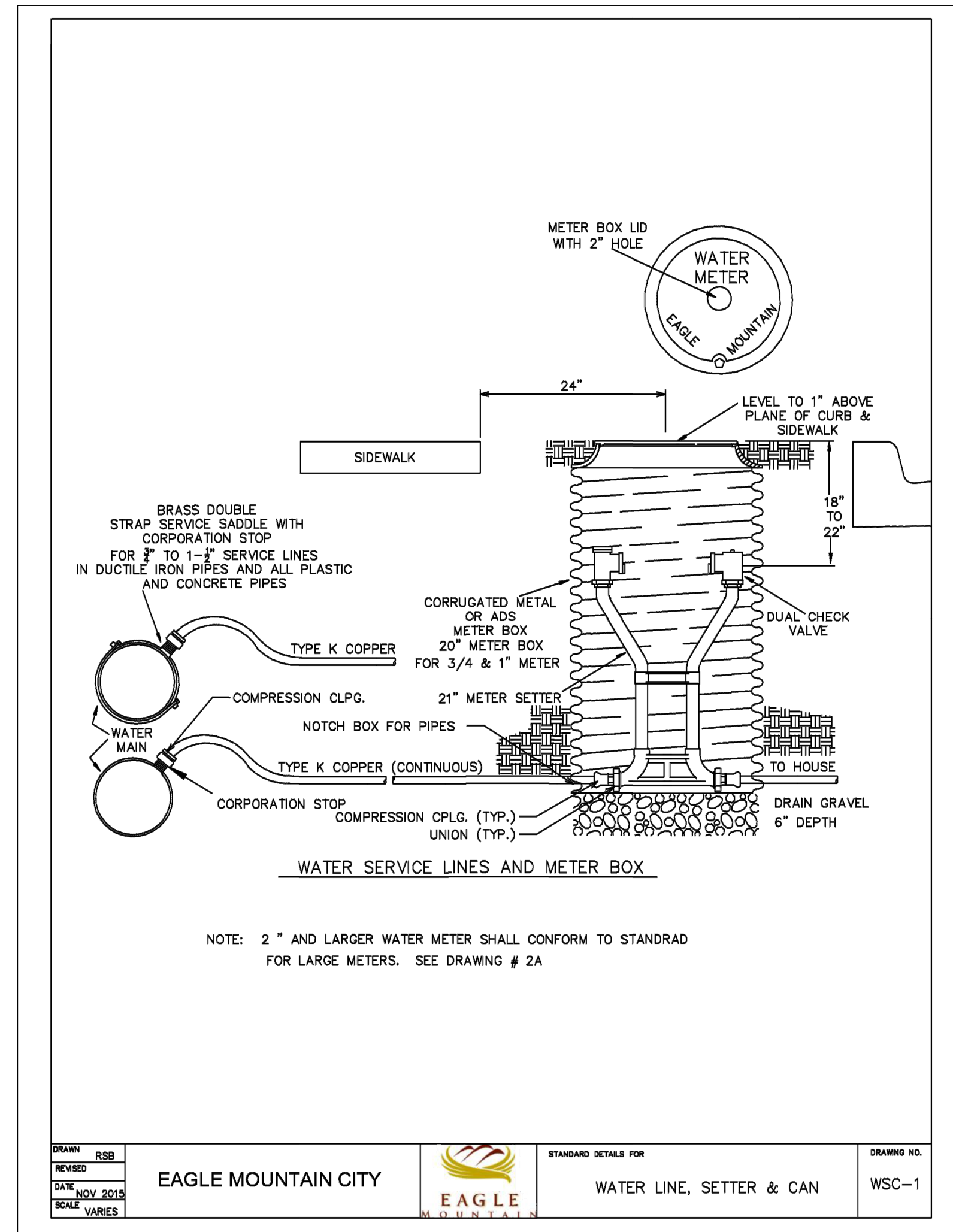
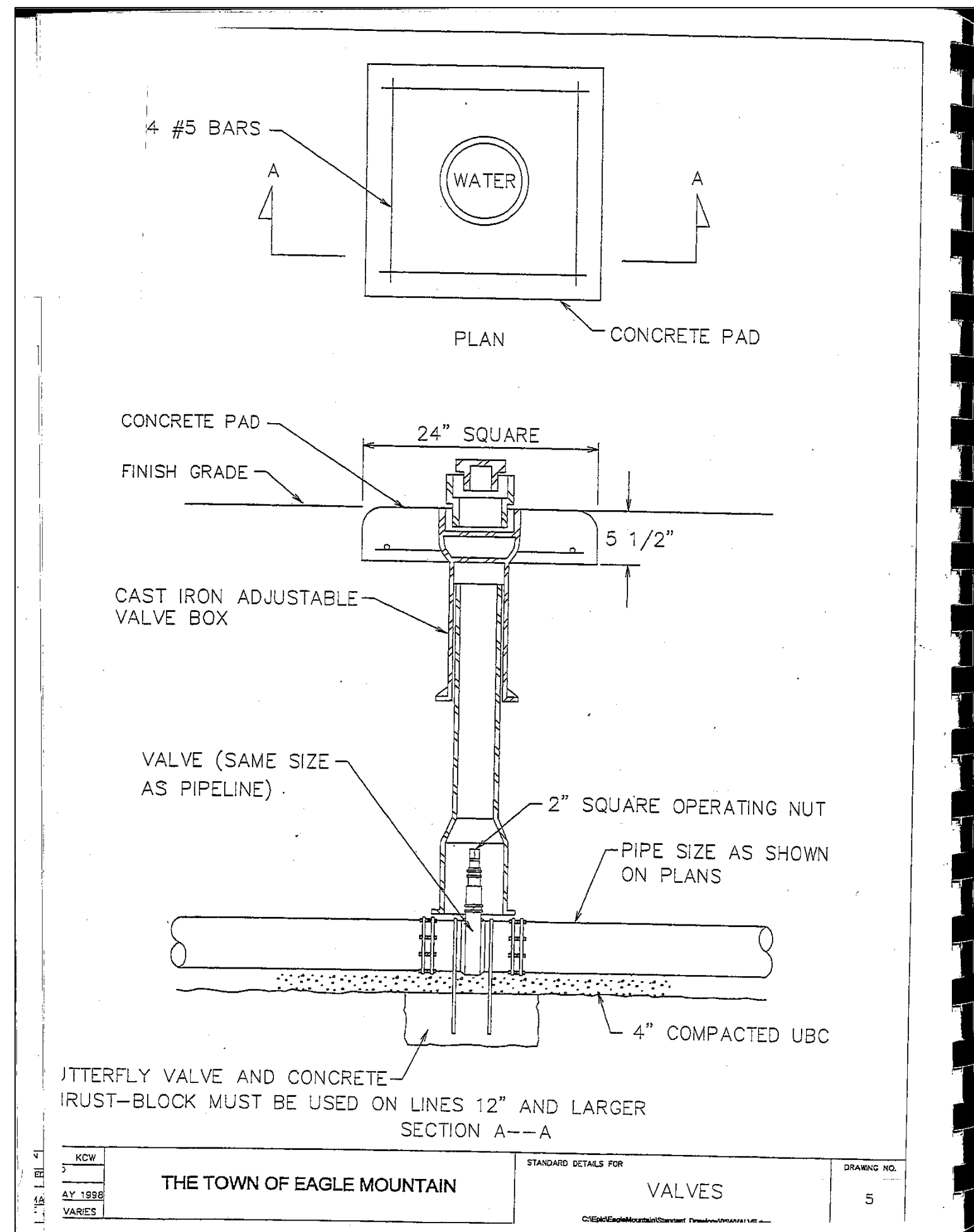
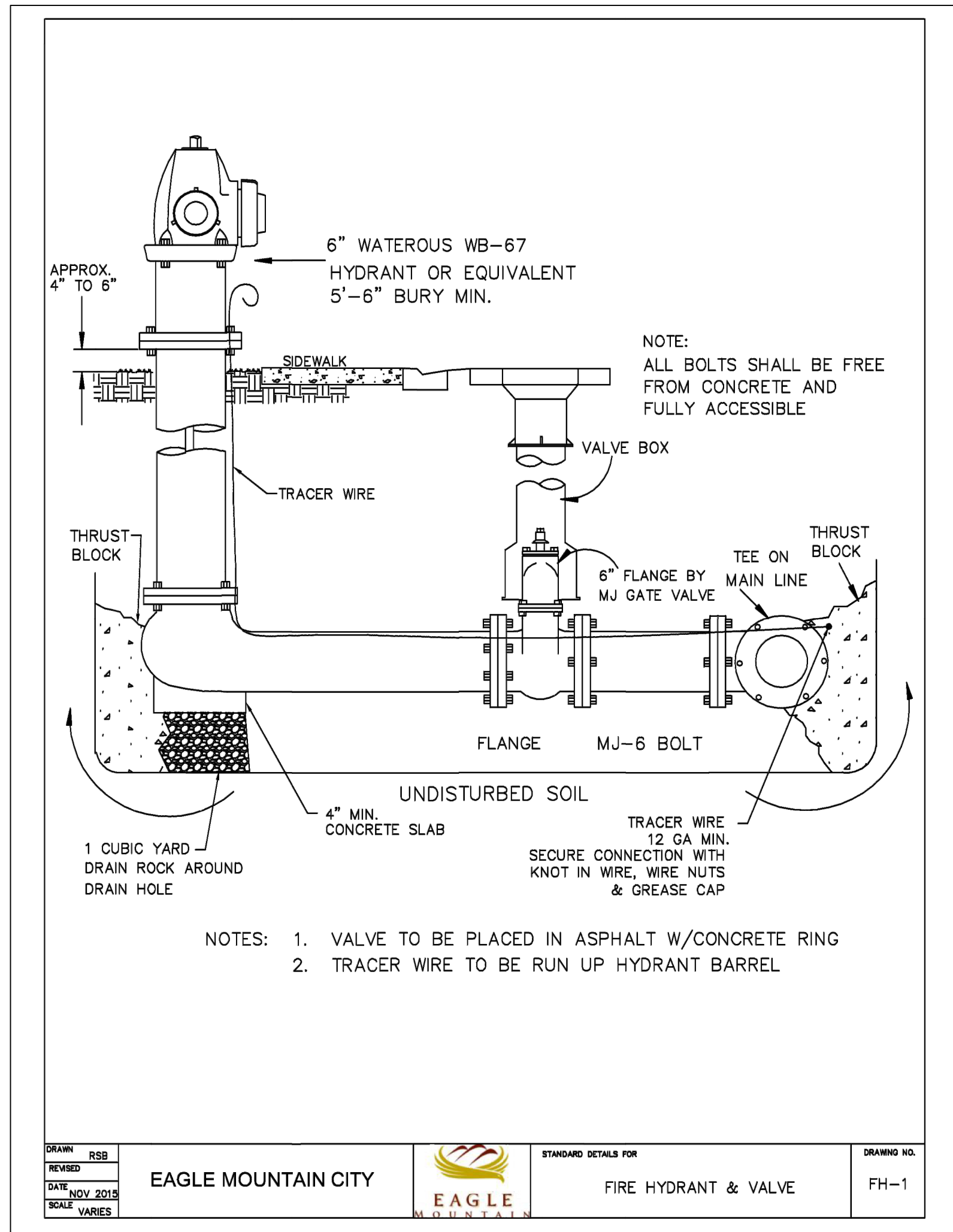
SANITARY SEWER DETAILS

PRINT DATE: 3-27-2023

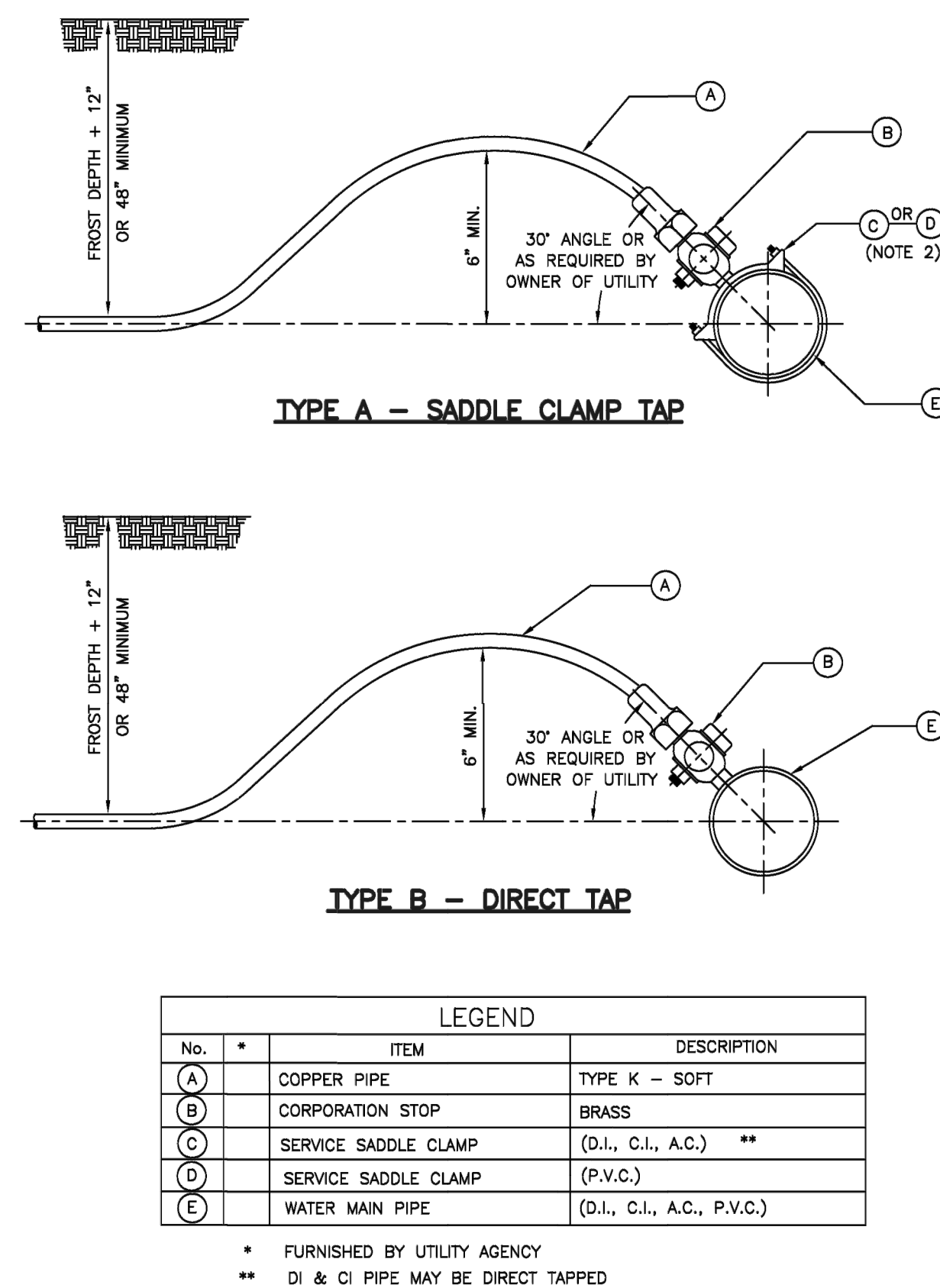
EAGLE MTN CITY

PROFESSIONAL SEAL
PAUL J. GATEWAY
REGISTERED PROFESSIONAL ENGINEER
No. 27725
STATE OF UTAH

SHEET NO. **D2**



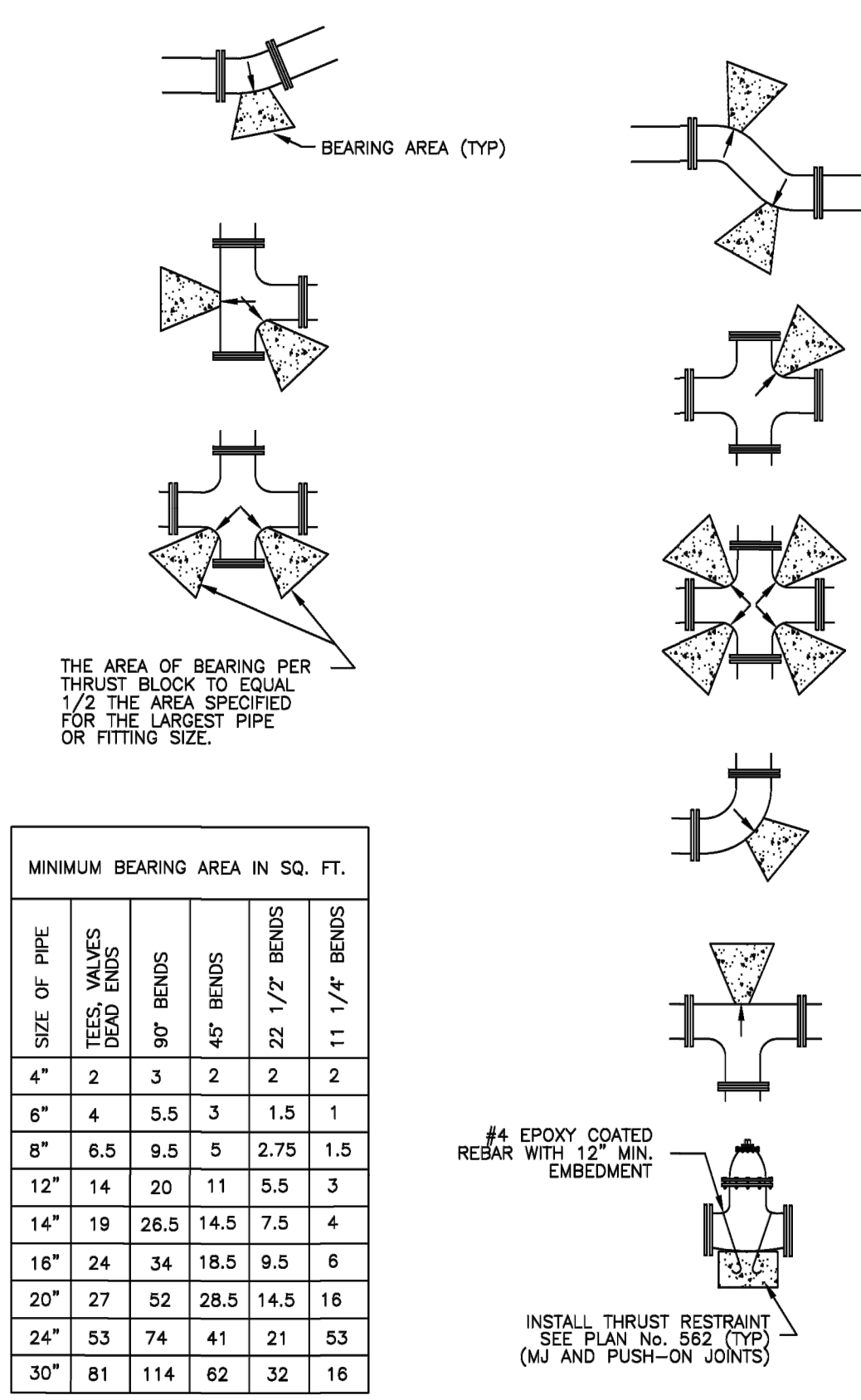
- 3/4" and 1" service taps**
- TAPPING: Place taps a minimum of 24 inches apart. Use a tapping tool that is sized corresponding to the size of the service line to be installed. No taps within 24 inches of end of pipe.
 - PVC OR AC PIPE: A service saddle clamp is required on all PVC and AC pipe taps unless specified otherwise.
 - TAPE: Teflon tape is required on all taps.
 - INSPECTION: Prior to backfilling around taps, secure inspection of installation by ENGINEER.
 - BACKFILL: Provide and place per APWA Section 33 05 20. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.



3/4" and 1" service taps

Plan No. **551**

- Direct bearing thrust block**
- CONCRETE: Class 2000 minimum per APWA Section 03 30 04. Pour concrete against undisturbed soil.
 - PIPE JOINTS: Do not cover with concrete. Leave completely accessible.
 - GREASE: Apply poly-fm grease to all buried metal surfaces. Wrap with 8 mil thick polyethylene sheet and tape wrap.
 - SPECIAL CONSTRUCTION REQUIREMENTS:
A. Thrust design for pipe sizes or configurations not shown require special design.
B. Bearing areas, volumes, and special thrust blocking details shown on Drawings take precedence over this plan.
C. Reinforcing steel bars to be epoxy coated at least 15 mils thick. Minimum stress yield strength of the down bars is 70,000 psi.
D. Locking restraint devices may be used in conjunction with concrete thrust blocking (at option of ENGINEER).
 - INSPECTION: Prior to backfilling around thrust block, secure inspection of installation by ENGINEER.
 - BACKFILL: Provide and place per APWA Section 33 05 20. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.



Direct bearing thrust block

Plan No. **561**

GATEWAY CONSULTING, Inc.
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-5848
paul@gatewayconsultingllc.com

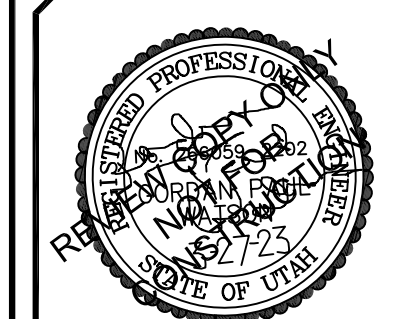
CIVIL ENGINEERING * CONSULTING * LAND PLANNING
CONSTRUCTION MANAGEMENT

LONE TREE AT CIRCLE FIVE RANCH
PHASE F- PLAT 3 SUBDIVISION

CULINARY WATER DETAILS

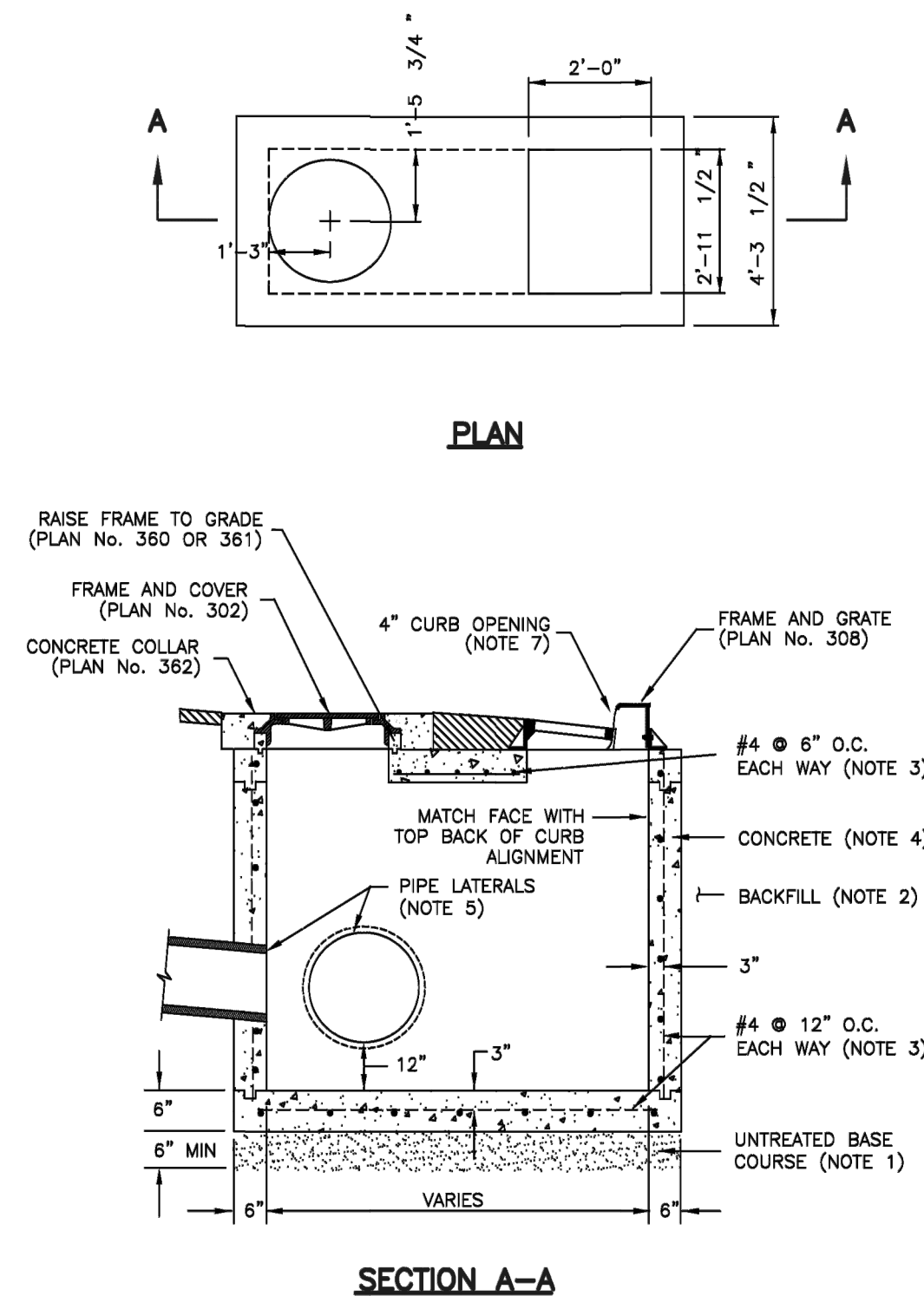
PRINT DATE: 3-27-2023

EAGLE MTN CITY



SHEET NO. **D3**

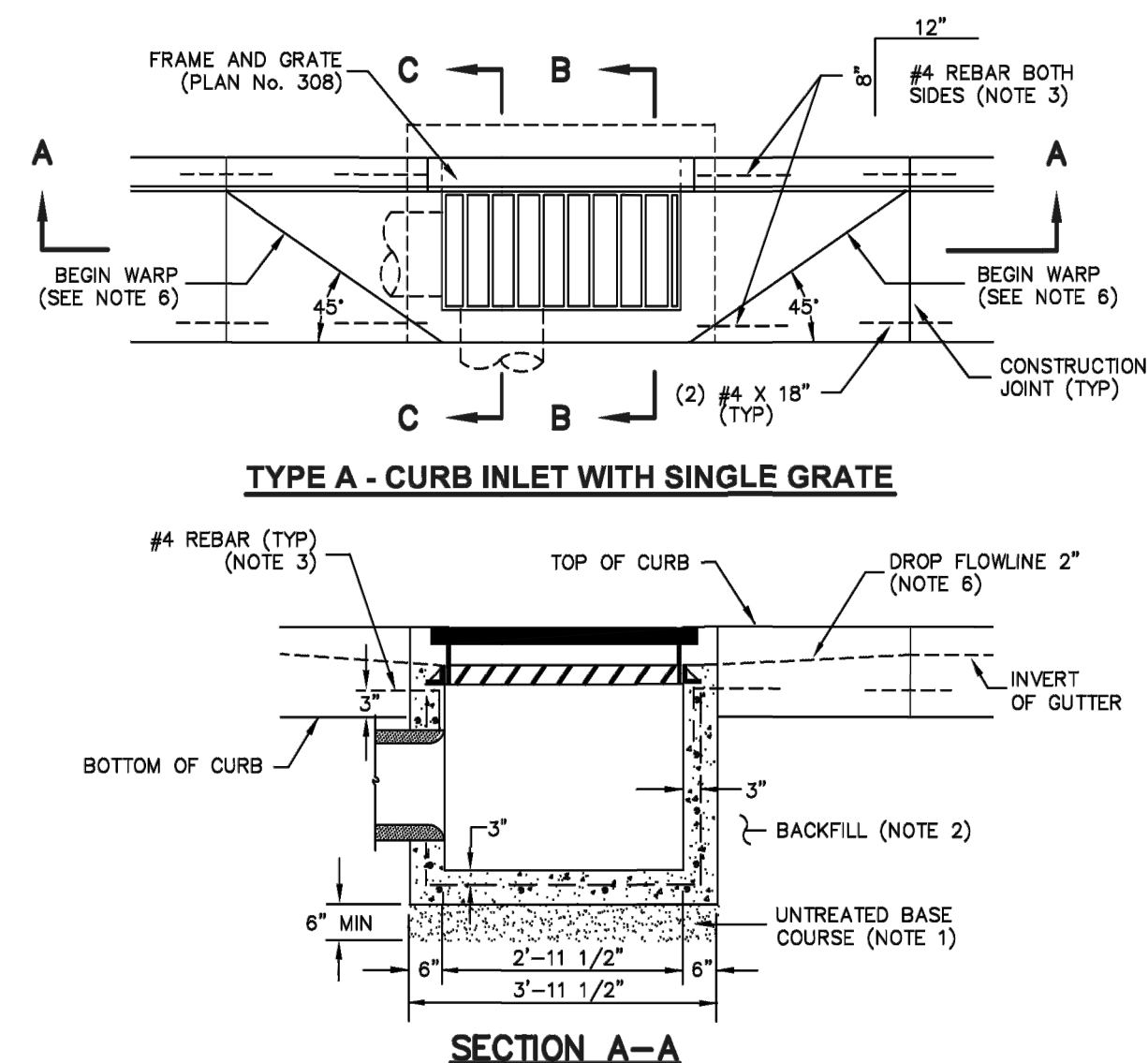
1. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32 11 23.
 - A. Do not use gravel as a substitute for untreated base course without ENGINEER's permission.
 - B. Place material per APWA Section 31 23 23.
 - C. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
2. **BACKFILL:** Provide and place per APWA Section 31 23 23 on all sides of basin. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.
3. **REINFORCEMENT:** ASTM A 615, grade 60, deformed steel. See APWA Section 03 20 00 requirements.
4. **CONCRETE:** Class 4000 per APWA Section 03 30 04. Place concrete per APWA Section 03 30 10. Cure per APWA Section 03 39 00.
5. **PIPE LATERALS:** The drawing shows alternate connections to the catch basin. Refer to construction drawings for connection locations.
6. **LADDER RUNGS:** Provide plastic coated steel ladder rungs in boxes over 6 feet deep. Place bottom rung 6 inches above top of pipe.
7. **CURB FACE OPENING:** Make opening at least 4 inches high. Provide at least a 2 inch drop from the concrete gutter flow-line to the top of the grate at the curb face opening.



Combination inlet/cleanout box

Plan No.
316

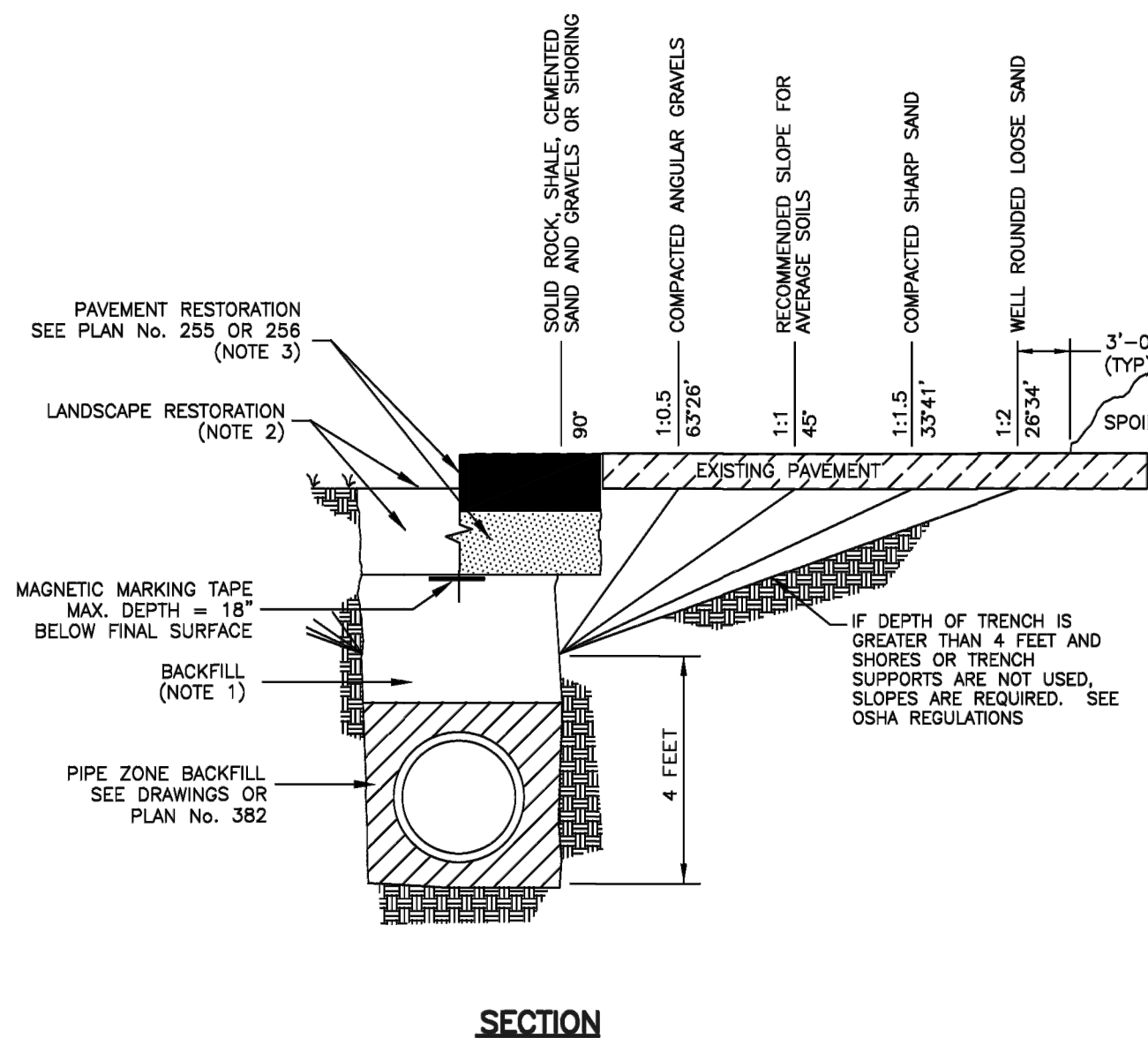
1. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32 11 23.
 - A. Do not use gravel as a substitute for untreated base course without ENGINEER's permission.
 - B. Place material per APWA Section 31 23 23.
 - C. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
2. **BACKFILL:** Provide and place per APWA Section 31 23 23 on all sides of basin. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.
3. **REINFORCEMENT:** ASTM A 615, grade 60, deformed steel.
4. **CONCRETE:** Class 4000 per APWA Section 03 30 04. Place concrete per APWA Section 03 30 10 Cure per APWA Section 03 39 00.
5. **PIPE LATERALS:** The drawing shows alternate connections to the catch basin. Refer to construction drawings for connection locations.
6. **CURB FACE OPENING:** Make opening at least 4 inches high. Provide at least a 2 inch drop between the "begin warp" line in the gutter flow-line and the top of the grate at the curb face opening.



Catch basin

Plan No.
315
Drawing 1 of 2

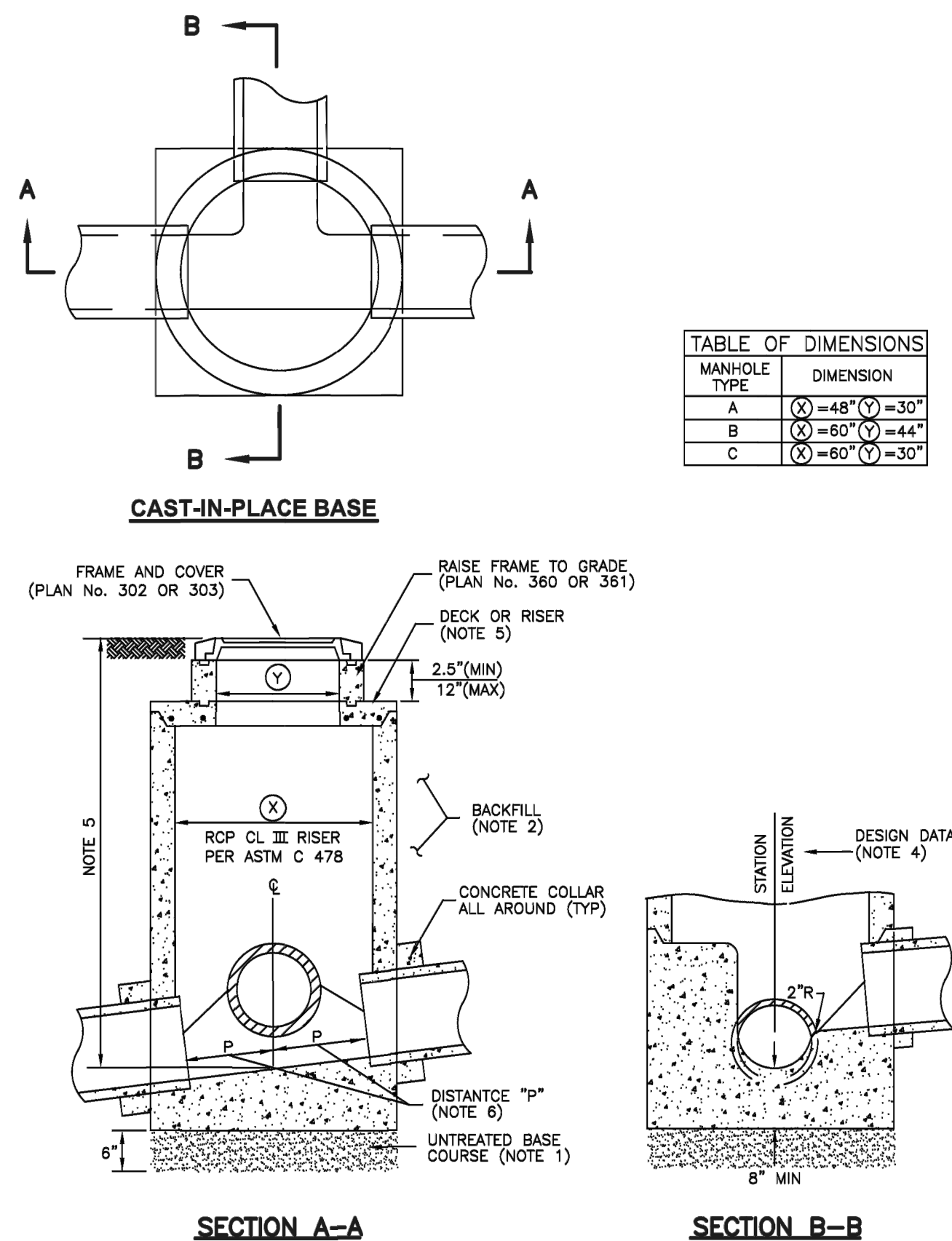
1. **BACKFILL:** Above the pipe zone.
 - A. Granular Fill. Limit maximum particle size to 6 inches. Place fill per APWA Section 33 05 20. Compact to a modified proctor density of 95 percent or greater. Maximum fill thickness is 8 inches before compaction. Do not use clay without ENGINEER's review and acceptance. Water jetting is NOT allowed in backfilling operation.
 - B. Flowable Fill. Provide and place controlled low strength material per APWA Section 31 05 15. Cure the fill before placing surface restorations.
2. **LANDSCAPED RESTORATION:** Provide landscaped surfaces with topsoil. Rake to match existing grade. Replace vegetation to match pre-construction conditions. See APWA Section 32 92 00 or APWA Section 32 93 13 requirements.
3. **PAVEMENT RESTORATION:** Do not install asphalt or concrete surfacing until trench compaction is accepted by ENGINEER.
4. **PEA GRAVEL:** Pea gravel is not allowed in any part of the trench.



Trench backfill

Plan No
381

3. **UNTREATED BASE COURSE:** Provide material specified in APWA Section 32 11 23.
 - A. Do not use gravel as a substitute for untreated base course without ENGINEER's permission.
 - B. Place material per APWA Section 31 23 23.
 - C. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness before compaction is 8 inches when using riding compaction equipment or 6 inches when using hand held compaction equipment.
2. **BACKFILL:** Provide and place per APWA Section 31 23 23. Compact per APWA Section 31 23 26 to a modified proctor density of 95 percent or greater. Maximum lift thickness is 8 inches before compaction.
3. **CONCRETE:** Class 4000 per APWA Section 03 30 04. Place concrete per APWA Section 03 30 10. Cure per APWA Section 03 39 00.
4. **STATIONING AND ELEVATIONS:**
 - A. Stations of manholes shown on the Drawings apply to the centerline of the shaft.
 - B. Elevations shown at the shaft's center refer to the prolonged (or extended) invert grade of the pipe.
 - C. Inlet pipe elevation applies to a point of intersection of the inlet pipe invert to the manhole wall.
5. **CONCRETE DECK OR REDUCING RISER:** When depth of manhole from pipe invert to finish grade exceeds 6'-7", use an ASTM C 478 reducing riser cone.
6. **DISTANCE "P":** "P" varies as per size of pipes, such that the horizontal inside diameter of the pipe intersects the inside face of the riser.
7. **JOINTS:** Place flexible gasket-type sealant in all manhole joints.
8. **BASE OF MANHOLE:** Pour in one continuous operation.
9. **FINISH:** Provide smooth and neat finishes on interior of cones, shafts, and rings. Imperfect moldings or honeycombs will not be accepted.



Precast manhole

Plan No.
341
Drawing 1 of 1

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

DEED OF CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT ("Easement") is entered into by and between R5 DEVELOPMENT, LLC ("Grantor") and EAGLE MOUNTAIN CITY ("Grantee") and shall be effective as of the date recorded in the Office of the Utah County Recorder. Grantor and Grantee may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- A. Grantor is the owner of the real property in Eagle Mountain City, Utah County, State of Utah, more particularly described in Exhibit A, attached hereto (the "Property").
- B. A portion of the Property described with particularity in Exhibit B (the "Easement Property") facilitates movement, foraging, breeding and dispersal of animals, birds, insects, and reptiles; permits wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another; and has other scenic, ecological, and open space values (collectively the "Conservation Values").
- C. The approximate location of the Easement Property is shown on the map attached hereto as Exhibit C.
- D. Grantor desires and intends that the Conservation Values of the Easement Property be conserved and maintained and intends, by the recording of this Easement, to preserve and protect the Conservation Values of the Easement Property in perpetuity.
- E. Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Easement Property.
- F. Grantee is a political subdivision of the State of Utah and is qualified under Section 170(h) of the Internal Revenue Code to receive conservation easements for the purpose of the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, ecological and/or open space condition.
- G. Grantee agrees to honor the intentions of Grantor and to preserve and protect in perpetuity the Conservation Values of the Easement Property.

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

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

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

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

EASEMENT AGREEMENT

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

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

SECTION I - PURPOSE

The purpose of this Easement is to enable the Easement Property to remain forever open protecting in perpetuity its natural and ecological value, its scenic open and undisturbed

character, and its wildlife values, preventing any use of the Easement Property that may materially impair or interfere with its Conservation Values.

SECTION II - RIGHTS OF GRANTEE

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

i. To prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Easement Property that is inconsistent with maintaining the property predominantly in a natural, scenic, or open condition for wildlife habitat and to require of Grantor or third persons the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use;

ii. Upon two (2) business days prior notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property as restricted by this Easement, to enter upon the Easement Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than four times annually;

iii. To enter onto the Easement Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Easement Property, if possible, or as soon thereafter as is reasonably practical;

iv. To obtain injunctive and other equitable relief against any violations, including restoration of the Easement Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and

v. To enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure.

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

SECTION III - EASEMENT PROPERTY USES AND RESTRICTIONS

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

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

B. Limitation on Hard Surfaces, Structures and Storage. In order to maintain open space that is easily traversable by mule deer, no surface area of the Easement Property may be utilized for the combination of any of the following: parking pad(s); sheds or other enclosures; outbuildings; above-ground structures; pavilions; parking or storage of vehicles, trucks, RVs, boats, trailers, campers or other recreational or commercial vehicles; storage of equipment; storage of construction or commercial materials (except for materials that are being utilized for active construction on the property); skateboard ramps, swimming pools, tennis courts, basketball courts, trampolines or other recreational amenities; containers or other manmade objects.

C. Storage of Hazardous Materials. No hazardous materials, including, but not limited to, pesticides, herbicides, paints, acids, biohazardous waste, fertilizers, pool chemicals, petroleum products (gas or oil), or batteries may be temporarily or permanently stored on the Easement Property.

D. Mule Deer Migration Season and Nesting Season. Mule deer migration season refers to the time of year the mule deer migrate between their winter and summer ranges and occurs between March 15th and May 15th and December 1st through January 15th annually (together the "Restricted Seasons"). The following uses shall not be permitted on the Easement Property during the Restricted Seasons:

- i. Construction of any kind, including the construction of trails and/or fences; or
- ii. Access to the Easement Property by more than four (4) dogs on any subdivided parcel.

E. Fences.

- i. Wildlife Impermeable Fencing. Wildlife impermeable fencing is prohibited within but allowed on the perimeter of the Easement Property. Wildlife impermeable fencing is defined as a fence or wall, other than a retaining wall, that prevents various species of wildlife from freely passing through with little or no interference. Except for gates and associated gate support components, a fence or wall that is higher than 8 feet above grade, inclusive of any wire strands placed above a top rail of a fence or wall, is considered impermeable fencing.

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

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

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

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

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

I. Hillside Development and Sensitive Areas.

i. No development, excavating, grading, or leveling of Easement Property is allowed on land exceeding 25 percent grade.

ii. Development, excavating, grading, or leveling of land adjacent to but outside of Easement Property shall not be restricted.

J. Lighting Pollution. In addition to compliance with Eagle Mountain City Code Outdoor Lighting Standards, the following standard shall apply within the Easement Property:

- i. Outdoor lighting should use lighting that does not affect wildlife or attract insects by limiting the color temperature and brightness:
- ii. The color temperature of lighting should not exceed 3,000 Kelvin.
- iii. The light output of individual fixtures should not exceed 850 lumens.
- iv. Lighting for outdoor recreational facilities shouldn't be mounted any higher than 15 feet above the ground.

K. Livestock. To ensure the continued use of the migratory deer path and to avoid overgrazing of the Easement Property, livestock shall be prohibited within the Easement Property.

SECTION IV- BREACH. RESTORATION. AND REMEDIES

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

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

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

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

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

SECTION V - COSTS, TAXES and FEES

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

SECTION VI - INDEMNITY

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

SECTION VII - ASSIGNMENT OF EASEMENT

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

SECTION VIII - SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

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

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

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

in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION IX - AMENDMENTS

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

SECTION X - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

L. Merger. The Parties intend that this Easement will not merge. It being the intent of the Parties that the Easement remain in full force enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions, regardless of who holds title to the underlying fee interest.

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

the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

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

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

To Grantor:

To Grantee:

R5 Development, LLC
2479 Field Rose Drive
Salt Lake City, UT 84121

Eagle Mountain City 1650 E Stagecoach Run
Eagle Mountain, UT 84043

Or to such other address as any of the above parties from time to time shall designate by written notice to the others.

P. Termination. If subsequent, unexpected circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, (a) in a judicial proceeding in a court of competent jurisdiction and upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Easement for conservation purposes, or (b) upon agreement by Grantor and Grantee followed by Grantee's recording of a quit-claim deed for the purpose of extinguishing all rights created under this Easement.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement agreement as of this ____ day of _____, 2023.

GRANTOR
R5 DEVELOPMENT, LLC
A Utah Limited Liability Company

By: _____
Its: _____

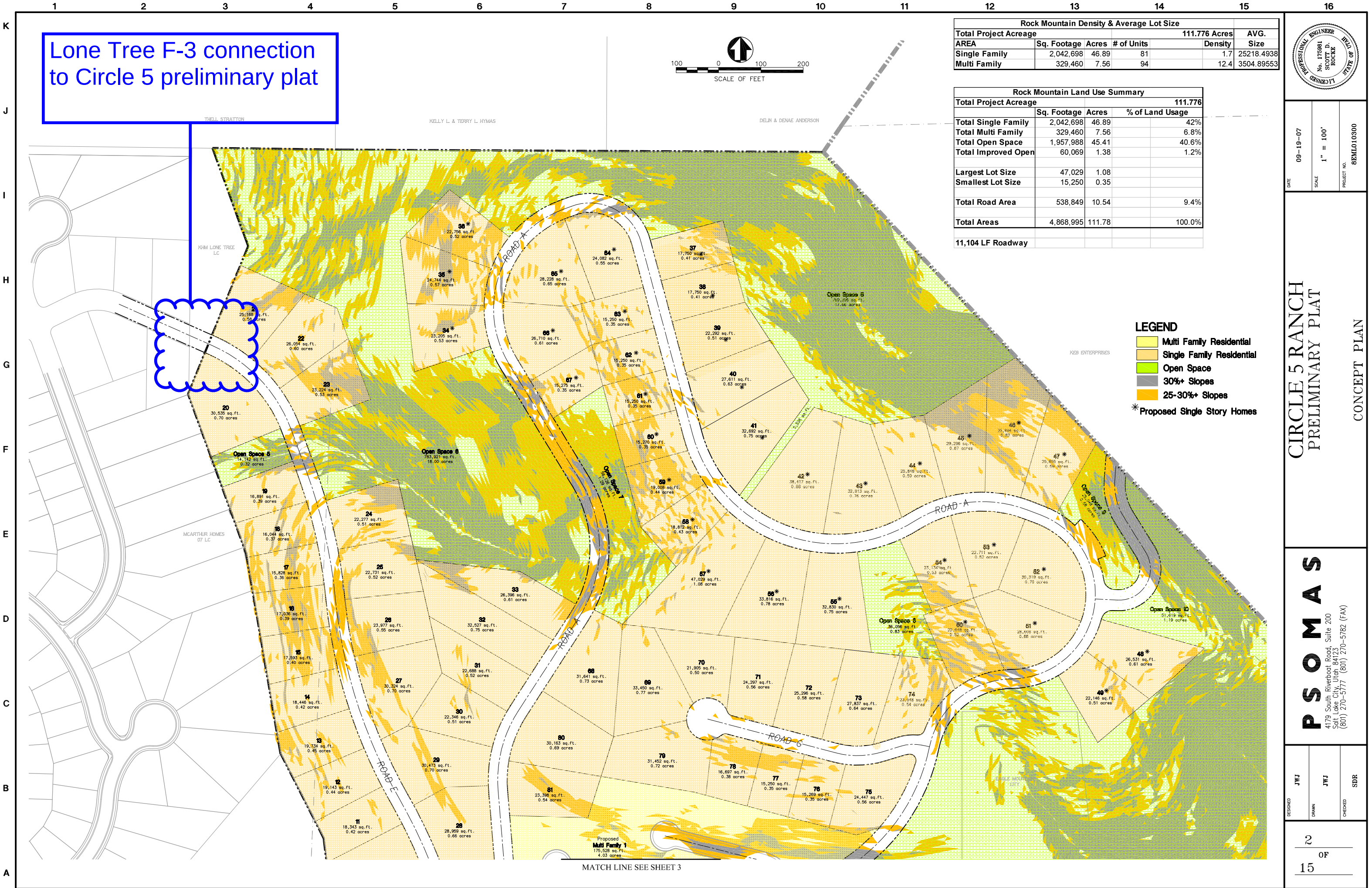
STATE OF UTAH)
) ss.
County of _____)

On the ____ day of _____, 2023, personally appeared before me _____, who by me being duly sworn, did say that he/she is a representative of R5 Development, LLC, and that he/she is authorized to execute this Easement.

Notary Public

Exhibit A

Easement Property Description



CIRCLE 5 RANCH
PRELIMINARY PLAT
CONCEPT PLAN

PSOMAS
4179 South Riverboat Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (FAX)

DESIGNED: JTW
DRAWN: JTW
CHECKED: SDR

2 OF 15

Lone Tree Park Completion Plan

Background:

Initially, a preliminary plat application was submitted totaling 57 lots in the Lone Tree Phase F subdivision. Because of concerns surrounding soil conditions existing in the upper 17 lots, the City Council only approved a total of 40 lots located in the lower section Lone Tree Phase F. The remaining lots were not approved and would need to await a future application for approval.

The area designated for improved open space was planned to accommodate all lots, as shown in the landscape plans submitted. To provide a useable and desirable open space area, for the residents, the Lone Tree open space will be completed in the following phases:

Park Improvement Phases

Phase 1:

The following improvements will be completed in the 1st Phase:

- Turf and irrigation will be completed for the entire open space area. This will complete the entire park area and fulfill the landscape requirements for all lots proposed (40 approved and platted lots plus remaining lots to be approved).
- Upon approval of the remaining lots, amenity points will need to be applied to the park area based on the number of units approved in the plan.
- Trails shown on the approved plans and described in the following table will be completed.
- Trees shown on the approved plans and described in the following table will be completed.

Subdivision improvements will be completed in phases and therefore open space improvements may be delayed until infrastructure is available to service the open space area. Therefore, an escrow payment of \$3,750 per lot will be paid to Eagle Mountain City before a subdivision plat can be recorded.

Draws from this escrow fund will be reviewed and approved, by City staff, as open space improvements are completed.

As of July 2022, escrow funds have been collected and phase 1 park construction is under construction.

Phase 2:

A Preliminary application has been submitted for the remaining property, in this application, a total of 22 lots have been requested. Accordingly, the following improvements will be installed as part of the 2nd phase of construction:

- Trees, Benches, and Equipment sufficient to meet the required points, based on the total number of lots approved.
- The following table assumes approval of 22 lots on this property. These points may change if a different number of lots are ultimately approved.

Phase 2 Lot Sizes:	# Lots
<i>Less than 8,000 SF</i>	2
<i>Between 8,001 - 10,890 SF</i>	2
<i>Between 10,891 - 21,780 SF</i>	14
<i>Greater than 21,780 SF</i>	6

	Total		40 Lots (Phase 1)		22 Lots (Phase 2)	
	Qty	Points	Qty	Points	Qty	Points
Bench / Picnic Table	4	8.00		-	4	8.00
Trees	26	10.40	22	8.80	4	1.60
Asphalt Trails (6 Points per 100 LF)	1,385.00	83.10	1,385.00	83.10		-
Equipment	\$ 15,250.00	30.50		-	\$ 15,250.00	30.50
Total Points		132.00		91.90		40.10
Lots:						
<i>Phase 1 @ 1,000 SF Open Space per lot</i>		40.00		40.00		
<i>Phase 2 @ 1,000 SF Open Space per lot</i>		2.00				2.00
<i>Phase 2 @ 900 SF Open Space per lot</i>		2.00				2.00
<i>Phase 2 @ 750 SF Open Space per lot</i>		14.00				14.00
<i>Phase 2 @ 500 SF Open Space per lot</i>		6.00				6.00
Open Space Improvements (Irrigation and Turf)		1.32		1.31		

Parks & Open Space Worksheet

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

Required Improved Open Space

Residential Lots/Units		Required Open Space (Square Feet)		Required Open Space (Acres)
61	X 1,000 =	61,000	/ 43,560 =	1.40 Acres

Park Fee-In-Lieu (if applicable)

Required Open Space (Square Feet)		Fee-in-Lieu (w/o appraised value of open space)
0.00	X \$3.75***	\$0.00

Required Amenity Points

Required Open Space (Acres)		Required Amenity Points
1.40	X 100	140

Parks & Improved Open Space Elements/Amenities

Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench/Picnic Table (w/ shade structure or trees)	2	4****	8
Bicycle Rack (4+ bikes)	2		0
Trees (5) (a majority must be shade trees)	2	26****	10.4
Shade Structure	4		0
Drinking Fountain	5		0
Asphalt or Concrete Trails - 8ft wide, excluding sidewalks along streets (per 100 linear feet)	6	1,385	83.1
Parking** (5 Stalls)	6		0
Swings (4+ Swings)	7		0
Concrete Basketball Court (1/2 Court)	20		0
Pavilion w/tables, garbage receptacles, barbeques (per 100 square feet)	4		0
Playground Equipment* Per \$1,000	2	\$15,250****	30.5
Splash Pad* Per \$1,000	2		0
Pickleball court (per court)	40		0
Tennis court (6,600 sq ft or 55' x 120')	100		0
Sports court (6,600 sq ft or 55'x120')	100		0
Restroom (600+ sq ft)	100		0
Restroom (1,200+ sq ft)	200		0
Public Art	Varies		
Other:	Varies		
Other:	Varies		
Other:	Varies		
Total			132

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than Standard Equipment. Costs for playground equipment and splash pads reflect equipment costs only.

** No more than 33% of the required amenity points may be met by a combination of trails and parking. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

*** Plus the appraised value of the required open space being applied towards the fee-in-lieu.

****Four trees, four benches/picnic tables, and \$15,250 equipment in last phase (F3) as per 2/3/2021 park completion plan.

1.74 acre detention basin/open space in Phase F, Plat 2. 75% credit on detention basin open space acreage equals 1.31 acres. 1.40 acres needed, short 0.09 acres. 1.40 acres requires 140 amenity points; short 8 points.

$(0.09 \times 43,560) (\$3.75) = \$14,701.50$

$3920 \text{ (sf)} \times \$0.92 = \$3,606.40$

Total payment in lieu = \$18,307.90

OPEN SPACE APPRAISAL

Property Value — Lone Tree Phase F Plat 3

Description	Size	Value Per Sq. Ft.	Total Value
Open Space Contribution	3,920 Sq. Ft.	\$0.92	\$3,606

Table of Comparable Properties

Description	Size	Value Per Sq. Ft.	Total Value
Listing 1835301	5 Acres	\$0.92	\$200,000 (List Price)
58:047:0010	260.14	\$1.25	\$14,145,200 (Tax Value)
58:048:0045	2.058 Acres	\$0.63	\$56,000 (Tax Value)
58:048:0378	108.427279 Acres	\$0.73	\$3,443,300 (Tax Value)
58:047:0017	40 Acres	\$1.09	\$1,903,100 (Tax Value)
Average		\$0.92	



ACTIVE

\$200,000

MLS# 1835301

Location: W 4000 ST, Eagle Mountain, 84005

Size: 5.0 Acres



PROPERTY VALUATION INFORMATION

Serial Number: 58:047:0010

Tax Year: 2022

Owner Names: CORP OF THE PRES BISHOP CHURCH OF JESUS CHRIST OF L D S

Property Address: EAGLE MOUNTAIN

Tax District: 038 - EAGLE MOUNTAIN

Acreage: 260.14

Property Classification: V - VACANT

Legal Description: COM SW COR SEC 24, T5S, R2W, SLM; N 31'58"E 2615.77 FT; S 88 DEG 37'09"E 2677.452 FT; S 45'19"W 2619.105 FT; N 88 DEG 32'41"W 1567.341 FT; N 31'58"E 1600 FT; N 88 DEG 32'41"W 500 FT; S 31'58"W 1600 FT; N 88 DEG 32'41"W 550 FT TO BEG. AREA 142.36 ACRES. ALSO: N1/2 OF SE1/4 & SW1/4 OF SE1/4 SEC 24, T5S, R2W, SLM. AREA 117.78 ACRES. TOTAL AREA 260.14 ACRES.

Property Types:	2021 Market Value	2022 Market Value
Vacant	\$9,755,300	\$14,145,200
Greenbelt Land Value	\$88,968	\$90,789
Total Property Market Value	\$9,755,300	\$14,145,200



PROPERTY VALUATION INFORMATION

Serial Number: 58:048:0045

Tax Year: 2022

Owner Names: EAGLE12 LLC

Property Address:

Tax District: 038 - EAGLE MOUNTAIN

Acreage: 2.058

Property Classification: V - VACANT

Legal Description: COM N 2368.95 FT & W 107.55 FT FR W 1/4 COR. SEC. 30, T5S, R1W, SLB&M.; S 22 DEG 5' 49" W 377.38 FT; S 69 DEG 57' 40" W 196.82 FT; N 20 DEG 2' 20" W 219.84 FT; N 59 DEG 59' 58" E 127.83 FT; ALONG A CURVE TO R (CHORD BEARS: N 11 DEG 30' 44" E 79.53 FT, RADIUS = 60 FT) ARC LENGTH = 86.94 FEET; N 73 DEG 9' 12" E 63.76 FT; N 76 DEG 49' 19" E 220.4 FT TO BEG. AREA 2.058 AC.

Property Types:	2021 Market Value	2022 Market Value
Vacant	\$38,600	\$56,000
Total Property Market Value	\$38,600	\$56,000



PROPERTY VALUATION INFORMATION

Serial Number: 58:047:0017 **Tax Year:** 2022
Owner Names: BELLE STREET INVESTMENTS LLC
Property Address:
Tax District: 038 - EAGLE MOUNTAIN
Acreage: 40
Property Classification: V - VACANT

Legal Description: SE1/4 OF SE1/4 OF SEC 24, T 5 S, R 2 W, SLM. AREA 40 ACRES.

Property Types:	2021 Market Value	2022 Market Value
Vacant	\$1,312,500	\$1,903,100
Total Property Market Value	\$1,312,500	\$1,903,100

PROPERTY VALUATION INFORMATION

Serial Number: 58:040:0378 **Tax Year:** 2022
Owner Names: EAGLE MOUNTAIN HOLDINGS
Property Address: 2434 E PONY EXPRESS PKWY - EAGLE MOUNTAIN
Tax District: 038 - EAGLE MOUNTAIN
Acreage: 108.427279
Property Classification: V - VACANT



Legal Description: COM AT NW COR. SEC. 30, T5S, R1W, SLB&M.; S 89 DEG 43' 21" E 1135.78 FT; S 1 DEG 49' 35" W 603.26 FT; S 36 DEG 2' 3" W 274.02 FT; ALONG A CURVE TO L (CHORD BEARS: S 67 DEG 13' 46" E 198.13 FT, RADIUS = 327.49 FT); N 9 DEG 33' 35" E 281.54 FT; N 73 DEG 10' 3" W 71.3 FT; N 1 DEG 49' 34" E 603.26 FT; S 43 DEG 14' 11" E 1606.92 FT; S 73 DEG 57' 59" W 529.76 FT; N 89 DEG 43' 22" W 270.96 FT; S 0 DEG 16' 36" W 373.65 FT; S 89 DEG 43' 24" E 221.24 FT; N 39 DEG 41' 18" E 126.85 FT; N 6 DEG 2' 6" W 277.33 FT; N 73 DEG 57' 59" E 529.5 FT; S 89 DEG 32' 16" E 327.97 FT; S 224.86 FT; S 50 DEG 7' 2" W 1062.37 FT; W 261.25 FT; S 70 DEG 19' 16" W 265.99 FT; S 83 DEG 32' 28" W 357.07 FT; S 6 DEG 27' 32" E 246.13 FT; ALONG A CURVE TO L (CHORD BEARS: S 64 DEG 46' 9" W 516.81 FT, RADIUS = 803.13 FT); N 55 DEG 15' 0" W 574.17 FT; N 4 DEG 14' 45" E 395.64 FT; N 7 DEG 9' 30" W 335.24 FT; N 26 DEG 58' 31" W 224.92 FT; N 9 DEG 43' 6" W 478.74 FT; N 20 DEG 2' 20" W 399.99 FT; N 22 DEG 5' 50" E 377.37 FT; N 20 DEG 2' 20" W 246.26 FT; S 89 DEG 15' 7" E 303.57 FT TO BEG. AREA 108.427 AC.

Property Types:	2021 Market Value	2022 Market Value
Vacant	\$2,528,400	\$3,443,300
Total Property Market Value	\$2,528,400	\$3,443,300



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	PRELIMINARY PLAT & SITE PLAN - Parkway Fields Phase C		
ITEM TYPE:	Preliminary Plat & Site Plan		
FISCAL IMPACT:			
APPLICANT:	Flagship Homes as Owner/Developer with Bronson Tatton as Applicant and Representative		
GENERAL PLAN DESIGNATION Neighborhood Residential	CURRENT ZONE MF1	ACREAGE 31.28	COMMUNITY Parkway Fields [formerly "Ault Farms" and "Founders' Square"]

PUBLIC HEARING:

No

PREPARED BY:

Robert Hobbs, Planning

PRESENTED BY:

Robert Hobbs

RECOMMENDATION:

As pertaining to the approval request for a Site Plan and Preliminary Plat for Parkway Fields Phase C, Staff recommends that the City Council approve the same, contingent upon Applicant/Development compliance with the following recommended condition of approval:

1. Applicant shall cause that all townhouse buildings' two exterior siding material types cover at least 30% of all sides (ends) of each (multi-unit) building.

BACKGROUND:

The proposed preliminary plat and site plan for Parkway Fields Phase C is a request for approval of 235 townhouse units on 31.28 acres of land within the Parkway Fields (formerly "Founders' Square" & "Ault Farms") Master Planned Development.

The applicant is petitioning to subdivide a portion of the Ault Farms Master Development approved by the City Council in December of 2021 in the southeast quadrant/region of the City. The development continues the platting of that master development now using "Parkway Fields" as its name. Phase C proposes 235 attached townhouse building lots on 31.28 acres of land. The building lots' dimensions and arrangement are designed to conform to the MF1 Zone as well as the approved master plan. After having the matter

rest on the table for some time, the Planning Commission, during their regularly scheduled public hearing of April 11, 2023, voted to recommend that the Council approve the request, contingent upon compliance with one condition -- see Planning Commission Recommendation section hereafter after the Applicant(s) brought back revised plans for the townhomes.

ITEMS FOR CONSIDERATION:

Preliminary Plat (EMMC § 16.20):

The Project has been reviewed by the DRC Committee and suggested redline corrections incorporated into plat drawings. The plat's present configuration appears to be in conformance with platting & site plan standards belonging to the MF-1 Zone and to the pre-approved Ault Farms Master Development Plan.

Provided/proposed plat calculations:

Total Acreage -- 31.28 (corrected)

Land Use Zone(s) -- MF1

Total Lot Count -- 235 (with 10 additional open space parcels)

Total Acreage in Lots -- 50

Total Acreage in Rights-of-Way -- 3.45

Total Open Space Provided -- 9.27 acres

Reqd. Min. Lot Size -- n/a

Proposed Min. Lot Size -- n/a

Reqd. Avg. Lot Size -- n/a

Proposed Min. Lot Size -- n/a

Max. Allowable Gross Density -- 10 units/acre

Overall Density -- 7.5 units/acre

Asphalt Pavement Area -- 150,178.90 sq. ft.

ROW:

Right-of-way width(s) and alignment and dedication needs have been evaluated and changes made to plat drawings to accommodate DRC comments. Rights-of-way are mapped to match the approved master development plan layout for the Project, as are the housing "blocks", and, common parcel positions and dimensions.

Correspondence:

Any correspondence from agencies or the citizenry is hereto attached. Agency comments may express opinions regarding the plat and site

plan application set, or, be geared towards recommending Conditions of Approval for Phase C should it be approved.

Site Plan/Architectural Items (EMMC § 17.100.050 & 060):

Analysis:

The Ault Farms MDA does not include any specific language referencing townhouse architecture, and instead requires compliance with the City Code.

Townhouse & Clubhouse Architecture (EMMC § 17.72 et al -- refer to attached elevations):

Roofs -- Required: Sloping roofs, overhanging eaves & multiple roof planes & heights. Proposed: Conforming roof systems.

Building Articulation -- Required: That vertical & horizontal articulation, including facade modulation, changes in textures/materials, window patterns, offsets, recesses and projections. Proposed: Elevations demonstrate conformance to required design elements/styling -- less so on the back and ends of buildings. Whether the proposed elevations are sufficiently compliant in form is a subjective decision left to the Planning Commission.

Architectural Detailing -- Required: A majority (10) in count of the following 18 select features on each side of each building in the development: Decorative shutters, bay windows, popouts, trellis or arbor structures, porches, decorative gables, dormer windows, exposed timbers, balconies, columns, turrets, decorative trim and moldings, detailed grills and railings, architectural lighting, decorative masonry pattern, window grids, and decorative doors and windows. Architectural renderings provided by the Applicant suggest compliance with the detailing tally requirement (see attached drawings). The Planning Commission will have to decide whether to accept the Applicant's representations.

Building Materials -- Required: That a minimum of two exterior material types on all building faces, minimum of 30% material type be used on any given wall face. Proposed: Siding and stucco on the front and back of the front-loaded townhomes -- but not the ends.

The 30% standard is not met on either the rear or end sides of the same buildings. A proposed Condition of Approval addresses this finding. Conversely, the rear-loaded townhomes appear to conform to the material types and coverage percentage requirements.

Building Colors -- Recommendation: Wide palette, not restricted to earth tones or desert landscape colors. Proposed: white, grey and black tones predominating one building style, the other feature an added color type per unit (e.g., bluey/green, etc.) Depth of color choice may be inadequate. Again, whether the color suite is sufficiently compliant is a subjective decision left to the Commission.

Garage Doors -- Required: That to cause garage doors to not be a dominant architectural element, they be placed at the sides or rears of buildings or be recessed from front wall planes of units. Many (119) townhouse units are intended to have be "rear loaded" garages; the balance that are front loaded (116) do not feature the garages being recessed; rather, they are rather forward of unit entryways.

Lighting -- All lighting fixtures on building (and poles) to be shielded and down-directed. Given the requirements of pole lights in the City and that townhouse structures are proposed (vs. commercial buildings), it is anticipated that lighting will be made compliant with code.

Mailbox Structure(s) -- Recommended: Cluster mailboxes for multi-family townhouse projects should be used and that those should, in materials and color, harmonize with the buildings to which they are associated.

Mechanical Equipment -- Required: Mechanical equipment shall be screened from public view. No precise code standard noted. Proposed: N/A with townhomes, clubhouse plan details inadequate to determine compliance. Expected that any units associated with clubhouse will have roof screening or more likely be ground mounted and have landscaping and/or screening to hide them from view. A proposed Condition of Approval addresses this finding.

Storage, Loading Areas & Trash Enclosures -- Required: Outdoor storage, loading or trash areas require screening/enclosure. Proposed: N/A given nature of structures in the development.

Parking Provision (EMMC § 17.55.120(c)) -- Required: Rate of 2 non-tandem stalls per unit plus 1 guest stall for every 3 units (78 total); min. 1 stall per unit to be enclosed/covered. Proposed: 98 guest spaces (79 required); all units to have double car garages.

Access & Streets (EMMC § 16.35.140) -- Required: Public streets' widths to be 53', 77', 122'. Proposed: All public @ 53', 63', (variation of the 53' type to add an adjoining trail element in the row along one side of the road with planter strip buffers to either side -- see detail) and 122' (Tiffany Boulevard) -- save for the service drive access through the open space providing access to the clubhouse and four private alleys or shared drives (two north/two south) providing access to some of the units. All townhouse dwelling units have direct or indirect access to public streets -- but due to orientation thereto, 116 units are typified as "front-loaded", 119 units as "rear-loaded" as afore-noted.

Connectivity Index: (EMMC § 16.30.090) -- Required: To be (for a MF-1 zoned area) 1.75. Proposed 1.83 (note that the master plan already approved Plat's C's configuration as well).

Screening (EMMC § 16.35.090) -- Required: Six-foot (6') privacy fencing along the rear or side lot lines of lots intended to abut collector and/or arterial rights-of-way. It may be interpreted that said fencing will be required along the full length (running east/west) of Tiffany Boulevard on its north and south sides adjoining the roadway. Proposed: Six-foot (6') as mandated except for where townhomes are situated that are proposed to face the street whereat a lower rail fence was previously, effectually, approved by the Planning Commission (see attached landscape plan page L.2).

Open Space & Amenities (EMMC §§ 16.35.105 & 17.25.050(l)): All open space is intended to be maintained by a future HOA. Required open space area: 5.37 acres. Proposed open space area: 1.5 acres -- balance is in other phases of Parkway Fields as approved during the master plan stage. Required amenity points: 542. Proposed: 1438. All units within 1/4 mile of open space and otherwise have access thereto. Main open space amenities include, as required for MF1 projects, a pool and clubhouse with related parking and landscaping - including linear connecting parks (see attached landscape plan page L.1 and amenity points worksheet attached to prior report). Per the Applicant, "all landscaping in this phase [C] is intended to be

maintained by the HOA. Not sure if the Tiffany Lane streetscape is intended to be maintained by the City or the HOA though."

REQUIRED FINDINGS:

Plat and site plan approvals are based upon compliance with City code requirements and requirements of any applicable Development Agreement(s). Approval criteria [Conclusions of Law] for a Preliminary Plat Approval review request are included in EMMC § 16.20. Approval criteria [Conclusions of Law] for a Site Plan Approval request are stated in EMMC §§ 17.100.050 & 17.100.060. Plats, multi-unit architectural design, and, site plans are to be approved if all required elements and code compliance are provided in their plan drawings. Some criteria are subjective.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission, during their regularly scheduled public hearing of April 11, 2023, voted to recommend that the City Council approve the Applicant(s) request for Site Plan and Preliminary Plat C approval associated with 235 townhouse units on the property noted by this report, contingent upon compliance with the following condition:

1. Applicant shall cause that all townhouse buildings' two exterior siding material types cover at least 30% of all sides (ends) of each building.

ATTACHMENTS:

[Vicinity Map](#)

[Preliminary Plat](#)

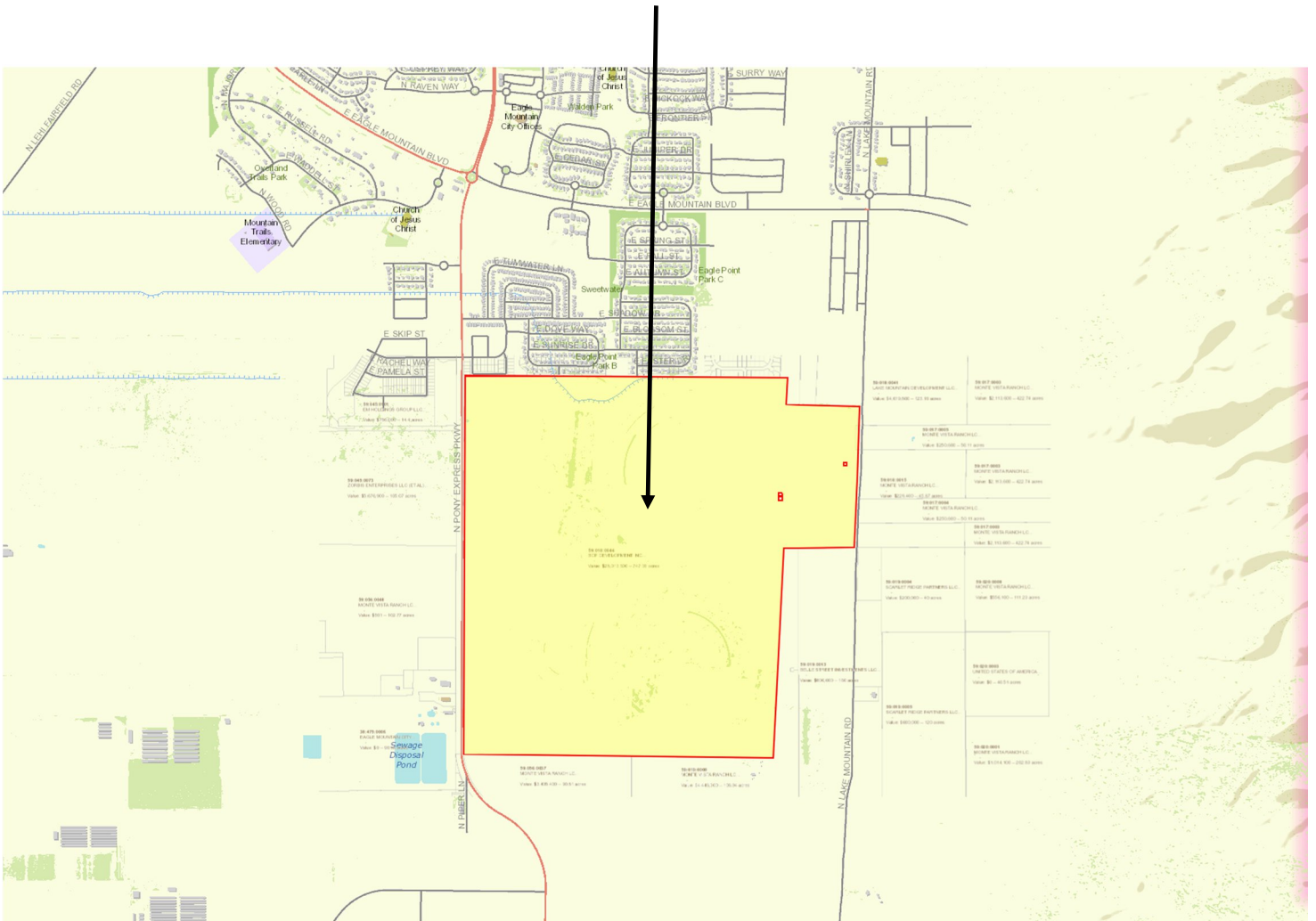
[Site Plan](#)

[Landscape Plans](#)

VICINITY MAP

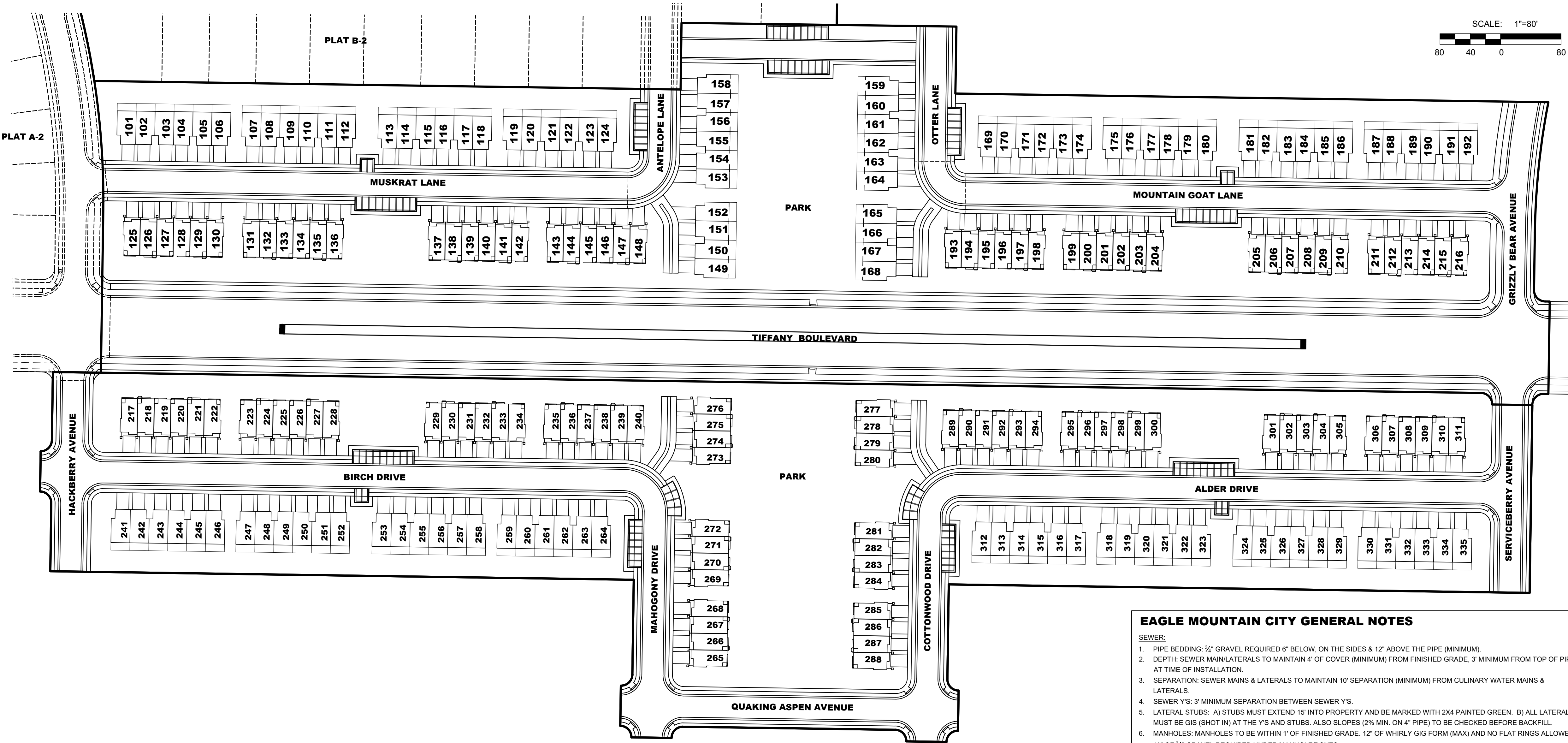
Utah County Parcel Map Snippet

Property



PARKWAY FIELDS PRELIMINARY PHASE C

EAGLE MOUNTAIN CITY, UTAH



PRELIMINARY DESCRIPTION

A parcel of land located in the Southeast Quarter Section 13 and the Northeast Quarter of Section 24, Township 6 South, Range 2 West, Salt Lake Base & Meridian and the Southwest Quarter of Section 18 and the Northwest Quarter of Section 19, Township 6 South, Range 1 West, Salt Lake Base & Meridian, described as follows: Beginning at a point located N89°54'05"W along the Section Line 2021.15 feet and North 64.64 feet from the South Quarter Corner of Section 18, Township 6 South, Range 1 West, Salt Lake Base & Meridian; thence S00°50'25"W 122.00 feet; thence N89°09'35"W 6.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S45°50'25"W 21.21 feet; thence S00°50'25"W 248.00 feet; thence N89°09'35"W 766.94 feet; thence S00°50'25"W 125.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S44°09'35"E 21.21 feet; thence S00°50'25"W 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S45°50'25"W 21.21 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"W 21.21 feet; thence N89°09'35"W 280.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S45°50'25"W 21.21 feet; thence N89°09'35"W 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"W 21.21 feet; thence N00°50'25"E 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N45°50'25"E 125.00 feet; thence N89°09'35"W 770.50 feet; thence N00°50'25"E 90.00 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"W 21.21 feet; thence N00°50'25"E 53.00 feet; thence along the arc of a non-tangent curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: N44°09'35"E 21.21 feet; thence N00°50'25"E 89.57 feet; thence S89°09'35"E 63.45 feet; thence N00°50'25"E 213.09 feet; thence along the arc of a curve to the left 172.71 feet with a radius of 1036.50 feet through a central angle of 09°32'49", chord: N03°56'00"W 172.51 feet; thence S89°09'35"E 774.23 feet; thence N00°46'37"E 88.00 feet; thence S89°13'23"E 363.00 feet; thence S00°54'13"W 88.40 feet; thence S89°09'35"E 783.06 feet; thence along the arc of a non-tangent curve to the left 172.82 feet with a radius of 973.50 feet through a central angle of 10°10'16", chord: S05°55'33"W 172.59 feet; thence S00°50'25"W 76.09 feet; thence along the arc of a curve to the left 23.56 feet with a radius of 15.00 feet through a central angle of 90°00'00", chord: S44°09'35"E 21.21 feet; thence S89°09'35"E 6.00 feet to the point of beginning.

Contains: ±31.28 Acres
1,362,630 Sq. Ft.

EAGLE MOUNTAIN CITY GENERAL NOTES

- SEWER:**
- PIPE BEDDING: 3/4" GRAVEL REQUIRED 6" BELOW, ON THE SIDES & 12" ABOVE THE PIPE (MINIMUM).
 - DEPTH: SEWER MAIN/LATERALS TO MAINTAIN 4" OF COVER (MINIMUM) FROM FINISHED GRADE, 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
 - SEPARATION: SEWER MAINS & LATERALS TO MAINTAIN 10' SEPARATION (MINIMUM) FROM CULINARY WATER MAINS & LATERALS.
 - SEWER Y'S: 3' MINIMUM SEPARATION BETWEEN SEWER Y'S.
 - LATERAL STUBS: A) STUBS MUST EXTEND 15" INTO PROPERTY AND BE MARKED WITH 2X4 PAINTED GREEN. B) ALL LATERALS MUST BE GIS (SHOT IN) AT THE Y'S AND STUBS. ALSO SLOPES (2% MIN. ON 4" PIPE) TO BE CHECKED BEFORE BACKFILL.
 - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF WHIRLY GIG FORM (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLE/BOXES.
- WATER:**
- VALVES: 1. VALVES MUST BE FLANGED TO TEE'S (FITTINGS). 2. VALVES 12" AND LARGER TO BE BUTTERFLY VALVES.
 - BEDDING: SAND MUST MEET AASHTO (A-3) GRADATION WITH 100% PASSING THE #4 SIEVE. 6" BELOW PIPE ON THE SIDES & 12" ABOVE PIPE (MINIMUM).
 - DEPTH: WATER MAIN & LATERALS MUST MAINTAIN 4' COVER FROM FINISHED GRADE (MINIMUM), 3' MINIMUM FROM TOP OF PIPE AT TIME OF INSTALLATION.
 - SERVICE & FITTINGS: SERVICES & FITTINGS TO MAINTAIN 3' MINIMUM SEPARATION FROM PIPE, JOINTS AND OTHER FITTINGS.
 - SETTERS: ALL SETTERS TO BE 21" TALL (MINIMUM), HAVE UNIONS AT THE BASE AND BE DUAL CHECK MODEL. ALSO 3/4" SETTERS TO HAVE DOUBLE BRACES. SETTERS TO BE SET AT: 18" TO 22" FROM THE TOP OF SETTER TO TOP OF LID.
 - WATER CAN LID: ALL LIDS TO SAY "EAGLE MOUNTAIN" ON THEM RECESSED WITH A HOLE FOR THE ERT AND TO BE SET AT LEVEL TO 1" ABOVE THE PLANE OF THE CURB & SIDEWALK.
 - WATER CAN: THE WATER CAN FOR THE 3/4" & 1" SERVICES WILL NEED TO BE A 36" TALL MINIMUM AND AND 21" INSIDE DIAMETER. WATER CAN FOR THE 1 1/2" TO 2" SERVICE WILL NEED TO FOLLOW APWA SPECIFICATIONS.
 - HYDRANTS: HYDRANTS TO BE 5' BURY (MINIMUM).
 - LATERALS: ALL LATERALS NEED TO BE GIS (SHOT IN) AT THE CORP. STOP & SETTER, AND ALSO VISUAL INSPECTION ON POLY INSERTS BEFORE BACKFILL. WATER LATERALS TO EXTEND 15" INTO PROPERTY AND BE MARKED WITH A 2X4 PAINTED BLUE. ALL POLY LINES TO HAVE VISUAL POLY INSERT INSPECTION.
 - TRACER WIRE: RUN TRACER WIRE ALONG MAIN & EXTEND UP SETTERS AND HYDRANTS. DO NOT RUN UP VALVE BOXES.
 - WATER FITTINGS: ALL WATER FITTINGS TO BE CHECKED FOR THRUST BLOCKS (PRE & POST) AND GIS (SHOT IN) BEFORE BACKFILL.
 - VERTICAL SEPARATION: WATER MAIN TO MAINTAIN 18" MINIMUM SEPARATION FROM STORM DRAIN OR OTHER OBSTACLES/UTILITIES.
 - WATER LINE FITTINGS: ALL FITTINGS TO HAVE MEGA-LUG FOLLOWERS.
 - WATER MAIN LINE: DEFLECTION OR BENDING OF PIPE WILL BE ALLOWED ONLY PER MANUFACTURE'S SPECIFICATIONS. BEND FITTINGS WILL BE REQUIRED OTHERWISE. ALL FITTINGS TO BE MEGA-LUG FITTINGS.
- STORM DRAIN:**
- BEDDING: 3/4" GRAVEL 6" BELOW AND ON SIDES OF PIPE & 12" ABOVE PIPE (MINIMUM).
 - ADS: ALL ADS PIPE TO BE "HP" BRAND.
 - COLLARS: COLLARS TO BE 1X1" AROUND PIPE, 4000 psi CONCRETE. INSPECTION IS NEEDED PRE & POST COLLAR POUR.
 - MANHOLES: MANHOLES TO BE WITHIN 1' OF FINISHED GRADE. 12" OF GRADE RINGS (MAX) AND NO FLAT RINGS ALLOWED. 12" OF 3/4" GRAVEL REQUIRED UNDER MANHOLES/BOXES.
- ROAD SECTION:**
- PROOF ROLLS: PROOF ROLL REQUIRED ON ALL SECTION OF ROAD: i.e. SUB-GRADE, SUB-BASE, AND CURB BASE AND ROAD BASE. CURB STAKES REQUIRED FOR SUB-GRADE INSPECTION AND STRING LINE REQUIRED FOR SUB-BASE AND ROAD BASE INSPECTION.
 - UTBC: STATE SPEC. ROAD BASE REQUIRED FOR ALL ROAD, COMMERCIAL BASE ACCEPTABLE FOR THE SIDEWALKS & TRAILS.
 - COLLARS: ALL COLLARS TO BE 1" WIDE BY 1" DEEP WITH A 6000 psi CONCRETE WITH 1.5# FIBER MESH PER CUBIC YARD (3/4" MONOFILAMENT) REQUIRED FOR ALL STREET COLLARS. MANHOLE COVERS AND WATER VALVE TOWERS TO BE 3/2" DOWN FROM ASPHALT EDGE AND CONCRETE TO BE 3/2" TO 3/4" DOWN FROM ASPHALT EDGE.

VICINITY MAP

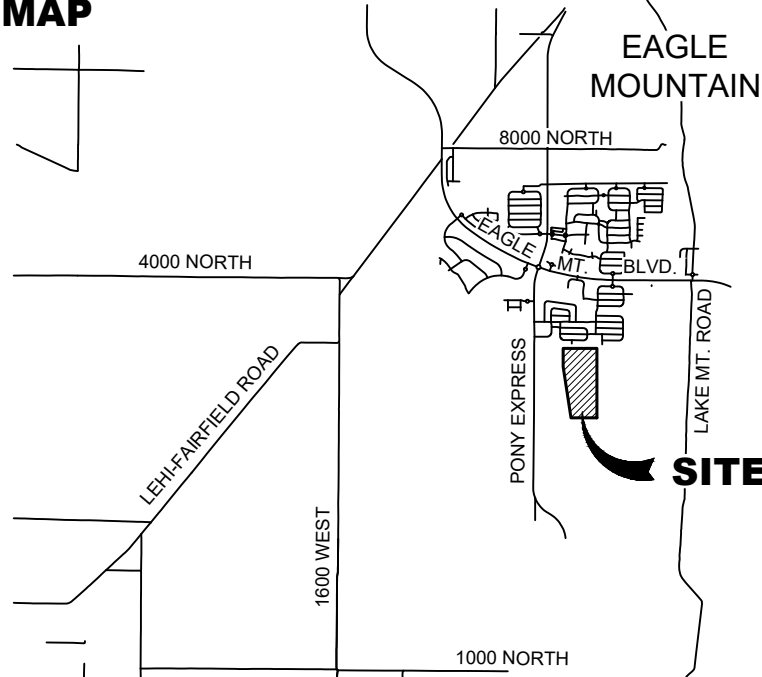


TABLE OF CONTENTS

101	COVER
201	LOT LAYOUT
301	UTILITY PLAN
401	GRADING PLAN
501	PHASING PLAN/ LOT PLAN
502	DETAILS

TABULATIONS

TOTAL ACREAGE:	31.28 ACRES
TOTAL OPEN SPACE:	9.27 ACRES
OVERALL DENSITY:	7.5 LOTS/ACRE
TOTAL # OF UNITS:	235 LOTS
ASPHALT PAVEMENT AREA:	150,178.90 SF

PARKING LOT TABULATIONS

PLAT	
TOWNHOMES	235 TOTAL
FRONT LOAD	116 TOWNHOMES
REAR LOAD	119 TOWNHOMES
PARKING REQUIRED	79 STALLS
PARKING PROVIDED	98 STALLS

NOTES

- ALL CONSTRUCTION TO CONFORM TO THE LATEST EDITION OF EAGLE MOUNTAIN CITY STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL INTERSECTIONS TO HAVE ADA HANDICAP RAMPS ACCORDING TO CITY STANDARDS.
- ALL EXISTING IRRIGATION DITCHES LOCATED WITHIN THE PROPERTY BOUNDARY ARE TO BE ABANDONED.
- ALL WATER TEES TO BE FLANGED WITH FLANGED VALVES.
- SECONDARY ACCESS AND TEMPORARY TURNAROUNDS TO BE PROVIDED ACCORDING TO CITY/FIRE CODE.
- DRIVEWAY SLOPES NOT TO EXCEED 12%.
- NO DEFLECTIONS ALLOWED ON WATER LINES.
- ALL FILL WITHIN ROADWAYS TO BE ENGINEERED FILL.
- STORM DRAIN PIPE SIZING TO BE PROVIDED AT FINAL DESIGN.
- SUBDIVISION MUST MEET DARK SKY STANDARDS (PER CODE 17.56).
- GARBAGE COLLECTION WILL BE DONE WITH INDIVIDUAL GARBAGE CANS.
- ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBLE GUIDELINES WILL BE ADHERED TO.

LEGEND

EXISTING	PROPOSED	
---	---	BOUNDARY LINE
---	---	STREET CENTERLINE
---	---	EASEMENT LINE
---	---	LOT LINES
---	---	SEWER PIPE
---	---	SEWER MANHOLE
---	---	SEWER SERVICE
---	---	STORM DRAIN PIPE (RCP)
---	---	STORM DRAIN MANHOLE
---	---	CURB INLET
---	---	COMBO BOX
---	---	4X4' CATCH BASIN
---	---	3X3' CATCH BASIN
---	---	INLET/OUTLET W/ GRATE
---	---	CULINARY WATER PIPE
---	---	45" PIPE ELBOW (W)
---	---	22.5" PIPE ELBOW (W)
---	---	11.25" PIPE ELBOW (W)
---	---	FIRE HYDRANT
---	---	SERVICE & METER (W)
---	---	PRV (W)
---	---	AIR-VAC VALVE (W)
---	---	BLOW-OFF (W)
---	---	TEMP. BLOW-OFF (W)
---	---	VALVE (W & SW)
---	---	TEE
---	---	CROSS
---	---	PRESSURIZED IRRIGATION
---	---	45" PIPE ELBOW (PI)
---	---	22.5" PIPE ELBOW (PI)
---	---	11.25" PIPE ELBOW (PI)
---	---	SINGLE SW SERVICE
---	---	DUAL SW SERVICE
---	---	AIR-VAC VALVE (PI)
---	---	BLOW-OFF (SW)
---	---	TEMP. BLOW-OFF (PI)
---	---	STOP SIGN
---	---	STREET SIGN
---	---	MONUMENT
---	---	FENCE
---	---	STREET LIGHT
---	---	POWER POLE
---	---	DITCH
---	---	FIBER OPTIC
---	---	GAS
---	---	OVERHEAD POWER
---	---	FLOW ARROW
---	---	CONTOURS

DEVELOPER / OWNER

FLAGSHIP HOMES
PETE EVANS
SPANISH FORK, UTAH 84602
(801) 766-4442

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801) 798-0555

PROJECT NAME

PARKWAY FIELDS PHASE C

3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C

EAGLE MOUNTAIN, UTAH

COVER

REVISIONS

1	-	
2	-	
3	-	
4	-	
5	-	
6	-	

LEI PROJECT #:

2019-0046

DRAWN BY:

CJL

DESIGNED BY:

BCT

SCALE:

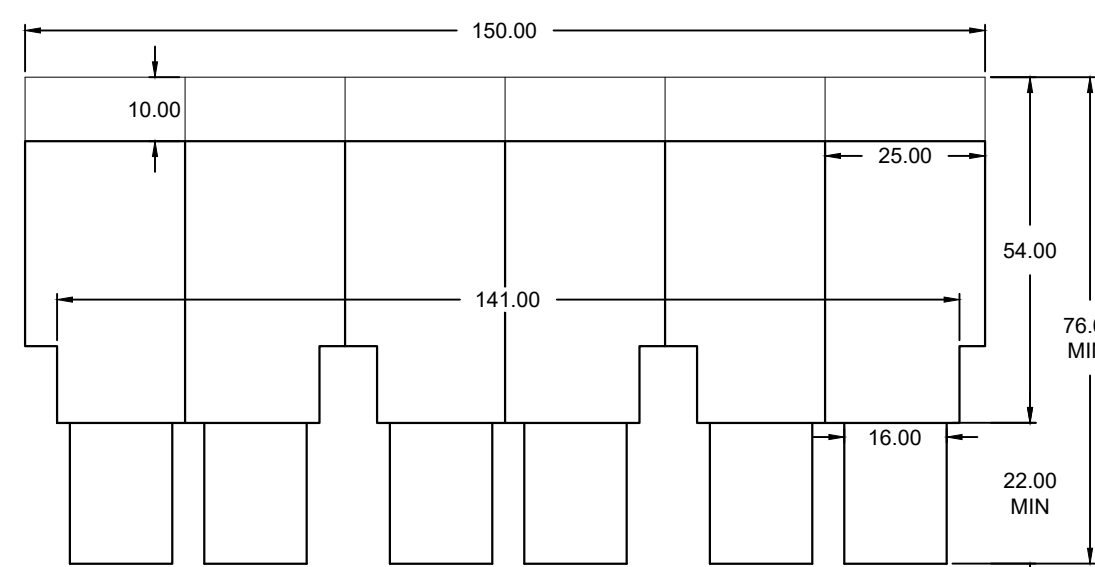
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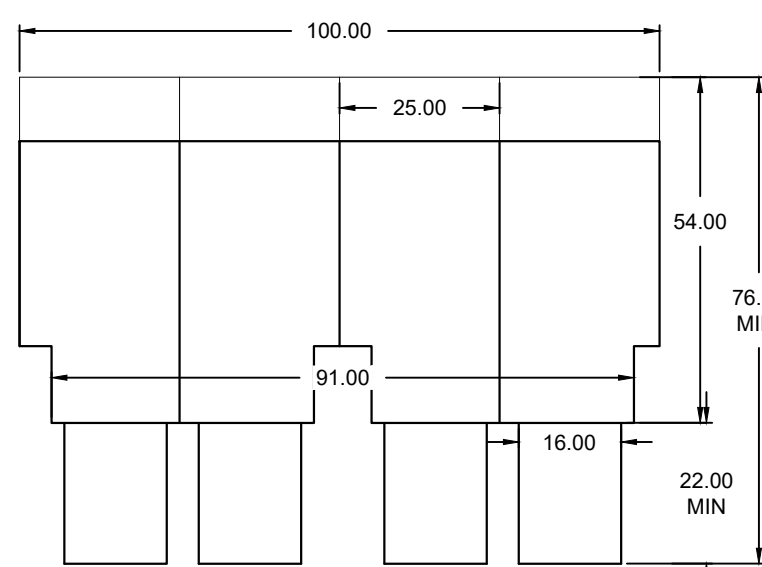
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SHEET

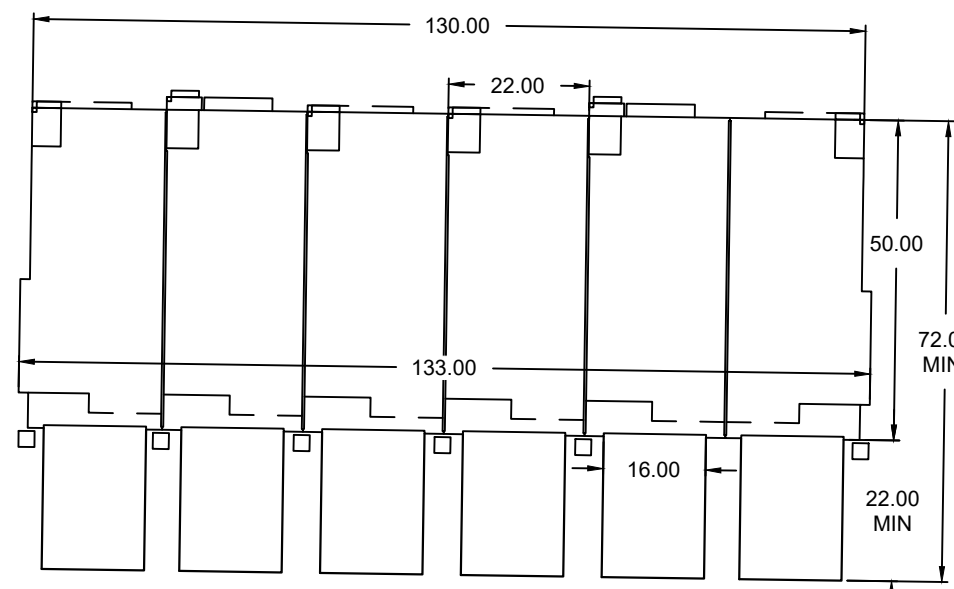
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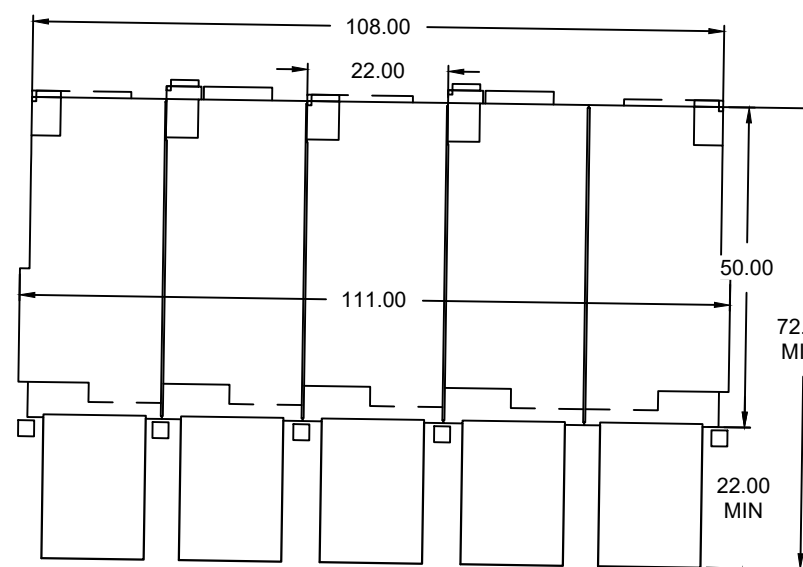
(16) FRONT LOAD BUILDING DETAILS (TYP.)



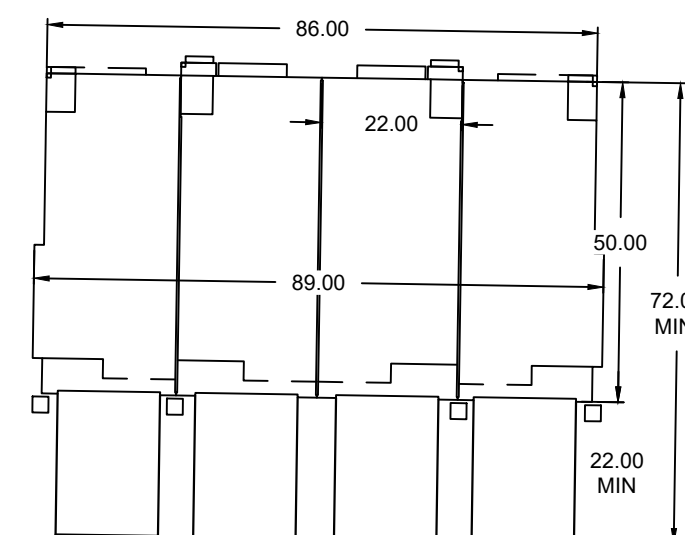
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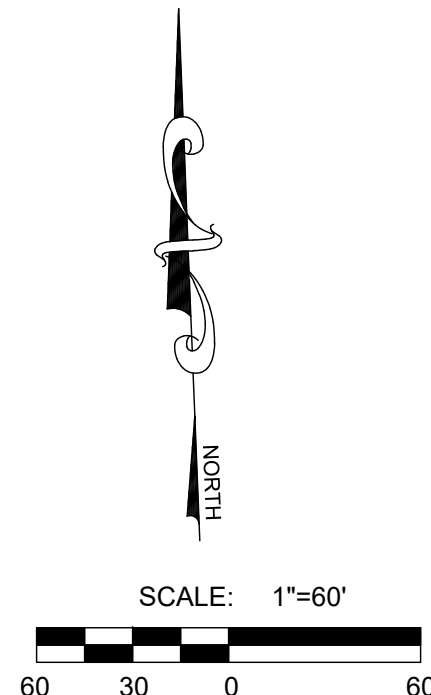
(15) REAR LOAD BUILDING DETAILS (TYP.)



(1) REAR LOAD BUILDING DETAILS (TYP.)

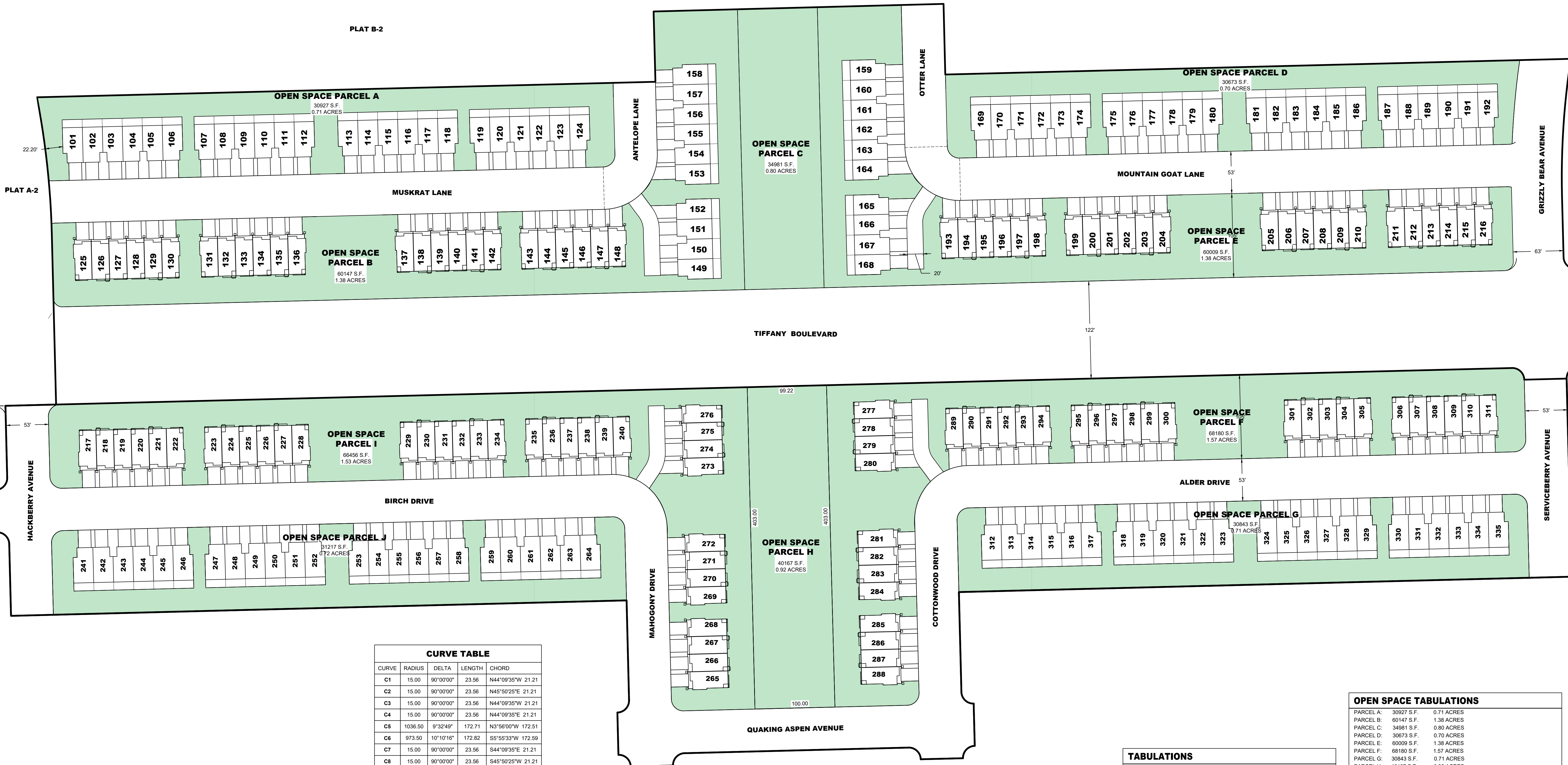


(6) REAR LOAD BUILDING DETAILS (TYP.)



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NOT FOR
CONSTRUCTION



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C2	15.00	90°00'00"	23.56	N45°50'25"E 21.21
C3	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C4	15.00	90°00'00"	23.56	N44°09'35"E 21.21
C5	1036.50	9°32'49"	172.71	N3°56'00"W 172.51
C6	973.50	10°10'16"	172.82	S5°53'33"W 172.59
C7	15.00	90°00'00"	23.56	S44°09'35"E 21.21
C8	15.00	90°00'00"	23.56	S45°50'25"W 21.21
C9	15.00	90°00'00"	23.56	S44°09'35"E 21.21
C10	15.00	90°00'00"	23.56	S45°50'25"W 21.21
C11	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C12	15.00	90°00'00"	23.56	S45°50'25"W 21.21

TABULATIONS	
PLAT	
TOWNHOMES	235 TOTAL
FRONT LOAD	116 TOWNHOMES
REAR LOAD	119 TOWNHOMES
PARKING REQUIRED	79 STALLS
PARKING PROVIDED	98 STALLS

OPEN SPACE TABULATIONS		
PARCEL A:	30927 S.F.	0.71 ACRES
PARCEL B:	60147 S.F.	1.38 ACRES
PARCEL C:	34981 S.F.	0.80 ACRES
PARCEL D:	30673 S.F.	0.70 ACRES
PARCEL E:	60009 S.F.	1.38 ACRES
PARCEL F:	68180 S.F.	1.57 ACRES
PARCEL G:	30843 S.F.	0.71 ACRES
PARCEL H:	40167 S.F.	0.92 ACRES
PARCEL I:	66456 S.F.	1.53 ACRES
PARCEL J:	31217 S.F.	0.72 ACRES
TOTAL:	453600 S.F.	10.42 ACRES
OPEN SPACE		
NOTE: ALL OPEN SPACE SHALL BE OWNED AND MAINTAINED BY THE HOA.		

PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
LOT LAYOUT

REVISIONS	
1	
2	
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5	
6	

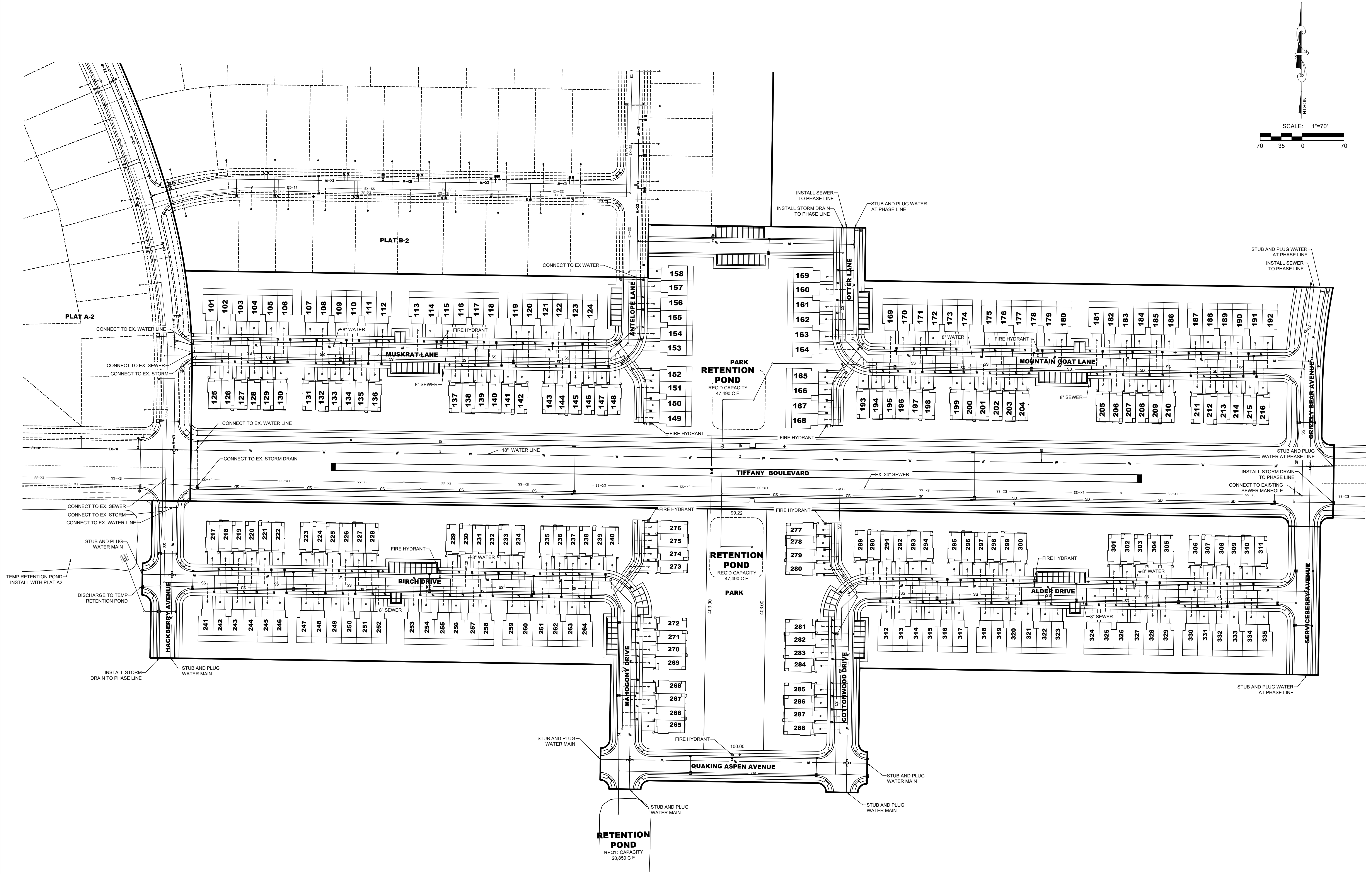
LEI PROJECT #:
2019-0046
DRAWN BY:
CJI
DESIGNED BY:
BCT
SCALE:
1"=60'
DATE:
03/14/2023

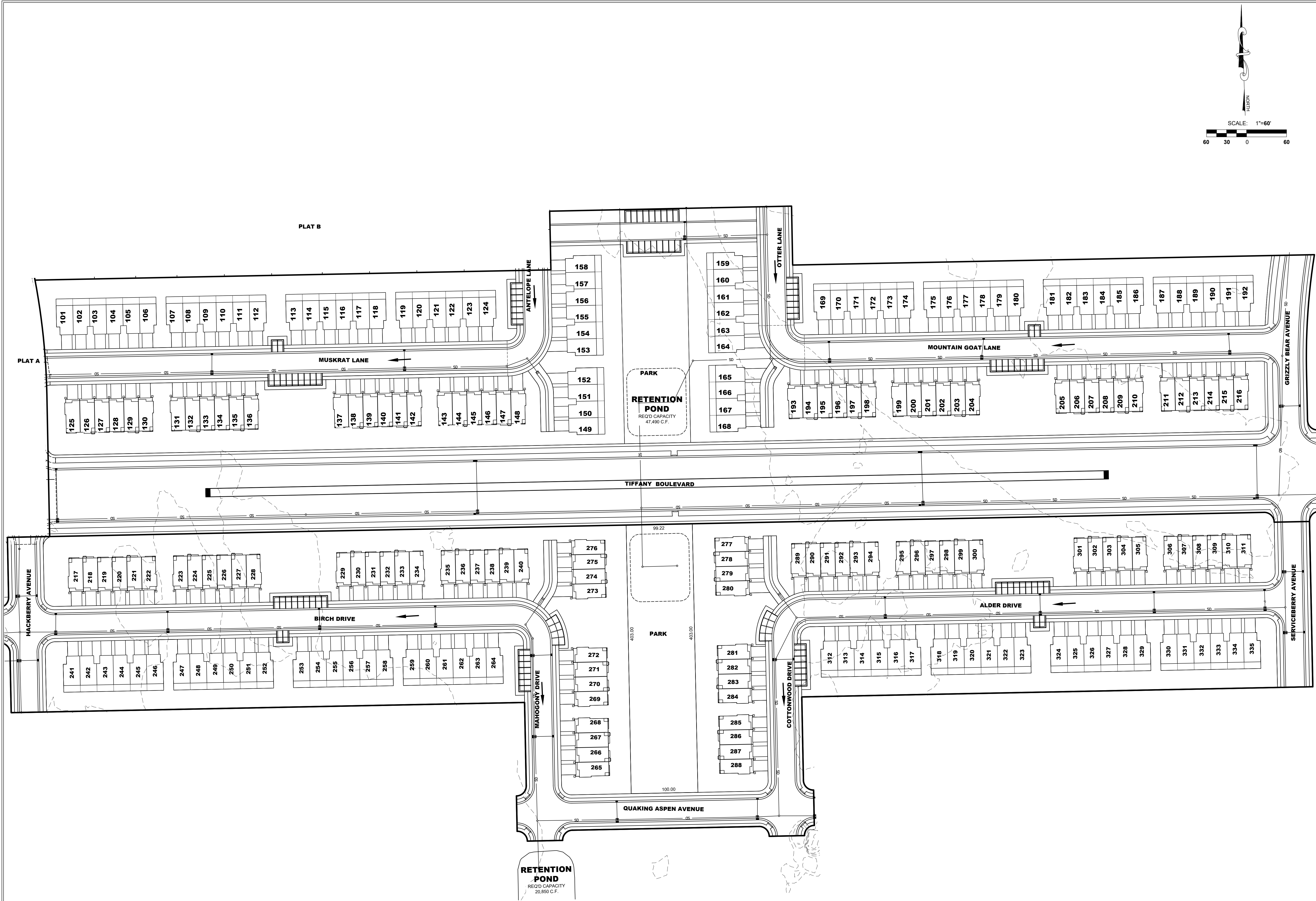
NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
UTILITY LAYOUT

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	

LEI PROJECT #:
2019-0046
DRAWN BY:
CJI
DESIGNED BY:
BCT
SCALE:
1"=70'
DATE:
03/14/2023



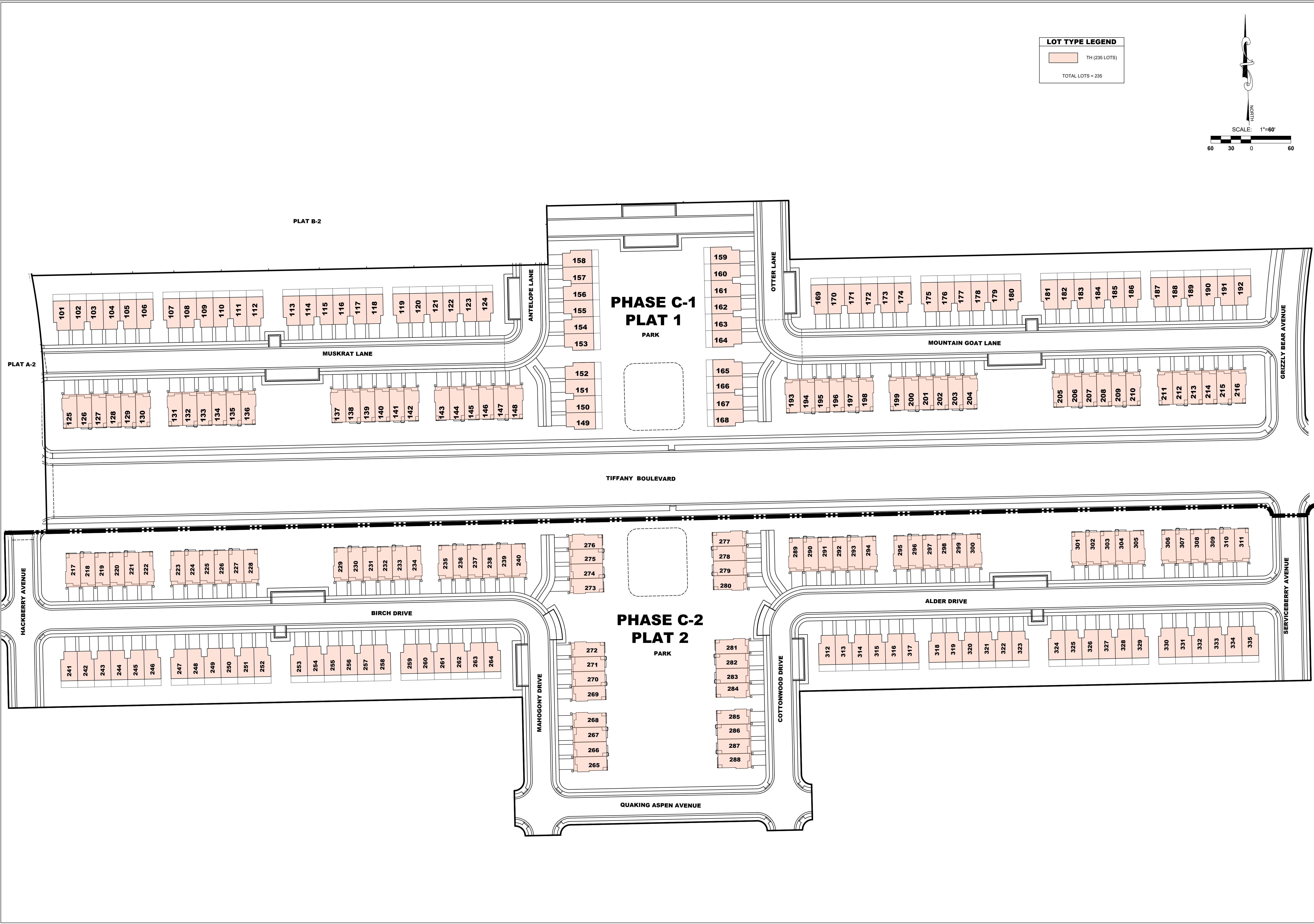


NOT FOR
CONSTRUCTION

PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
GRADING PLAN

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	

LEI PROJECT #:
2019-0046
DRAWN BY:
CJI
DESIGNED BY:
BCT
SCALE:
1"=60'
DATE:
03/14/2023

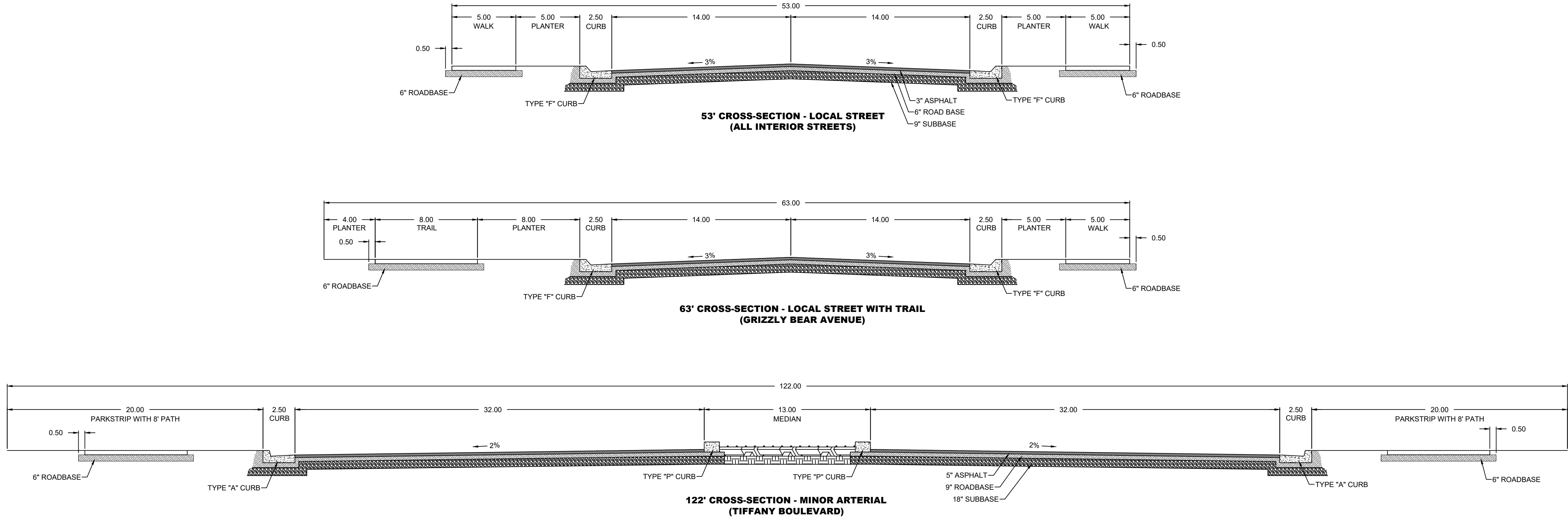


NOT FOR
CONSTRUCTION

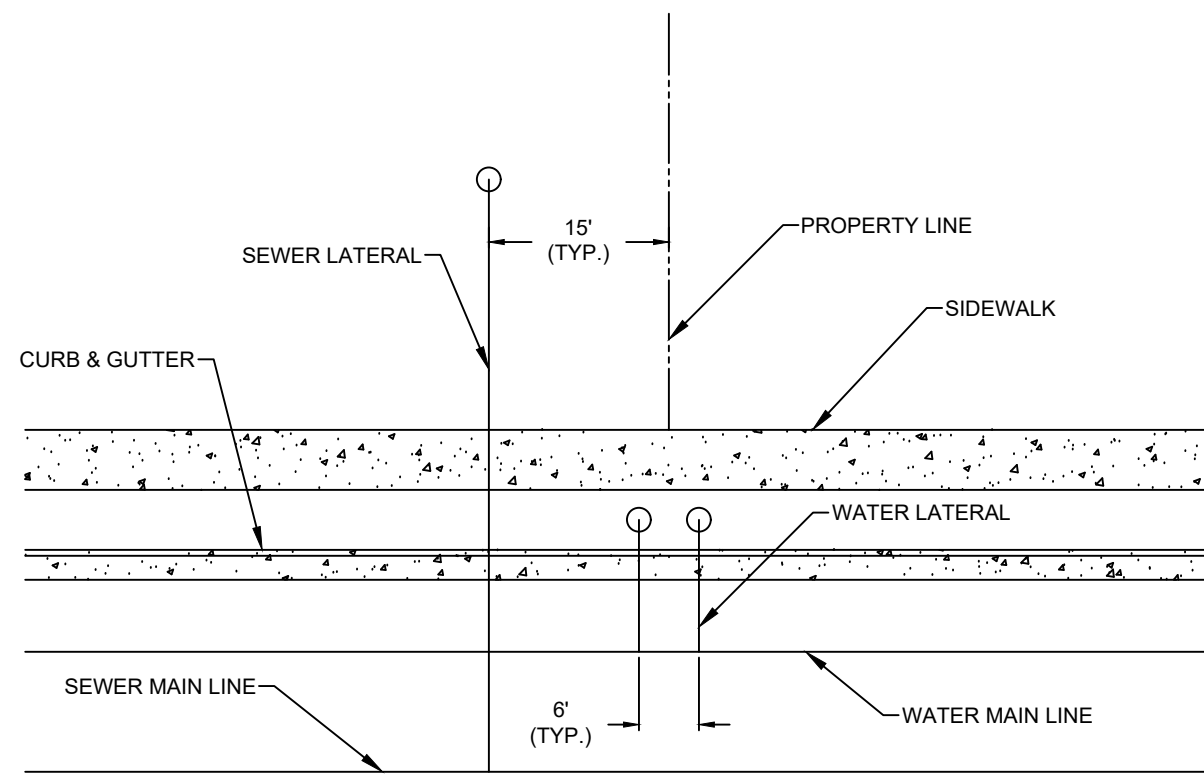
PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
PHASING PLAN / LOT PLAN

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	
7 -	
LEI PROJECT #: 2019-0046	
DRAWN BY: CJI	
DESIGNED BY: BCT	
SCALE: 1"=60'	
DATE: 03/14/2023	
SHEET	
501	

1 ROADWAY CROSS SECTIONS



2 APWA CURB & GUTTER



3 TYPICAL UTILITY SERVICE DETAIL

PARKWAY FIELDS PRELIMINARY PHASE C
EAGLE MOUNTAIN, UTAH
DETAILS

REVISIONS	
1	-
2	-
3	-
4	-
5	-
6	-

LEI PROJECT #:
2019-0046

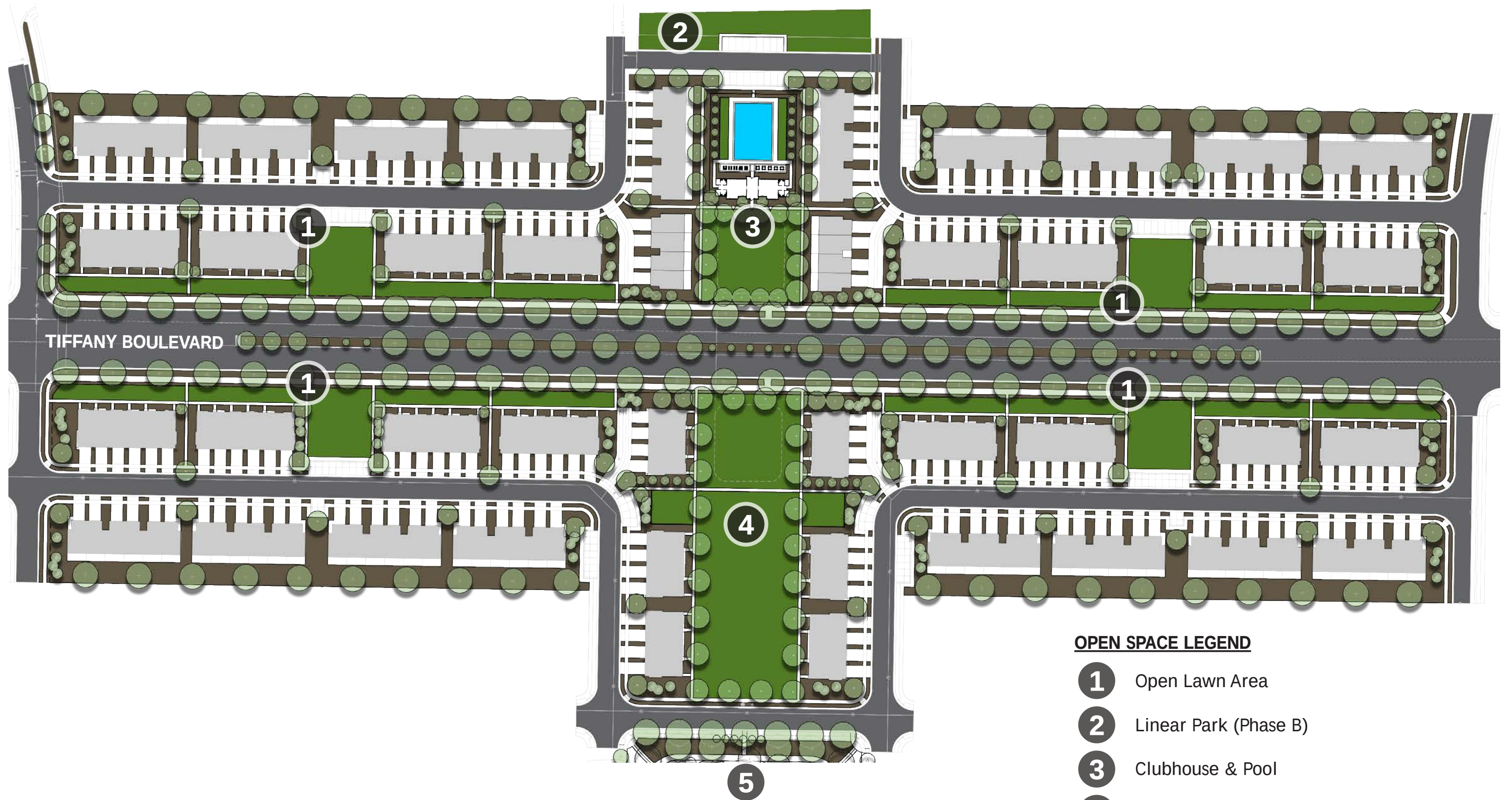
DRAWN BY:
CJI

DESIGNED BY:
BCT

SCALE:
1"=NTS

DATE:
03/14/2023

NOT FOR
CONSTRUCTION



OPEN SPACE LEGEND

- 1** Open Lawn Area
- 2** Linear Park (Phase B)
- 3** Clubhouse & Pool
- 4** Linear Park
- 5** South City Park (Future Phase G)

PARKWAY FIELDS - Site Plan Illustration

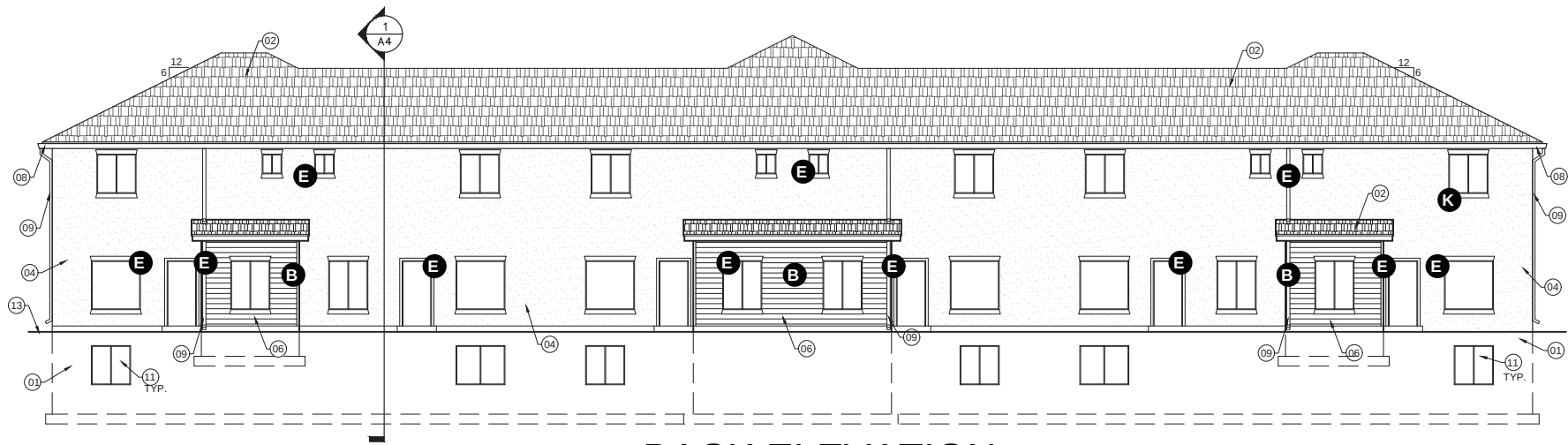
Site Plan Application by Flagship Homes

*Waterwise landscaping principles implemented through project.



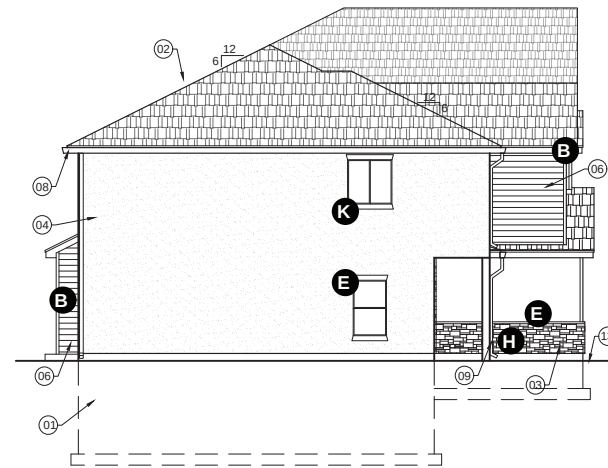
PARKWAY FIELDS - Front Loaded Townhomes

Site Plan Application by Flagship Homes



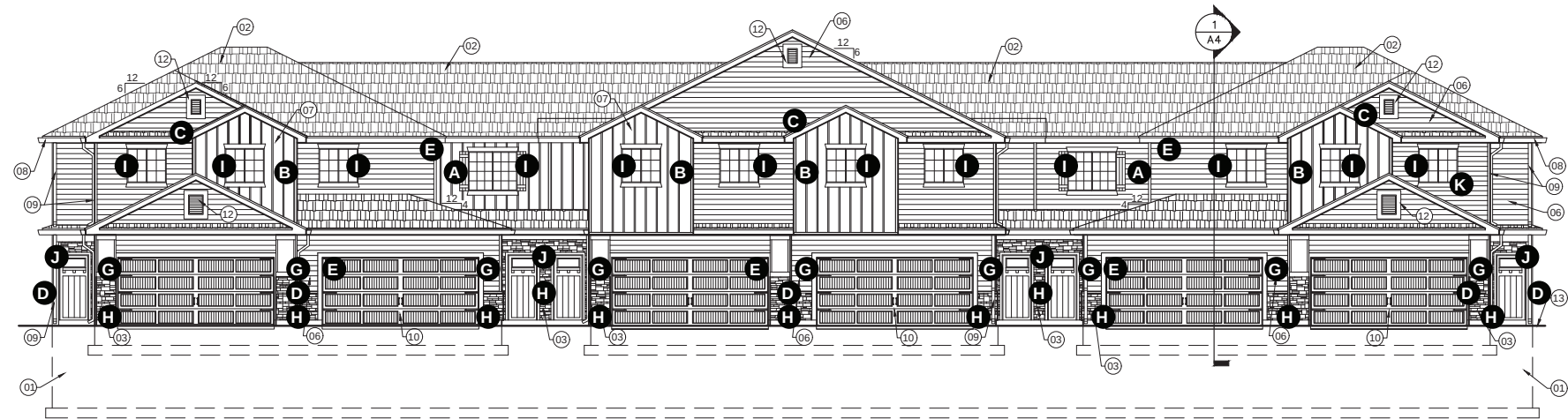
BACK ELEVATION

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



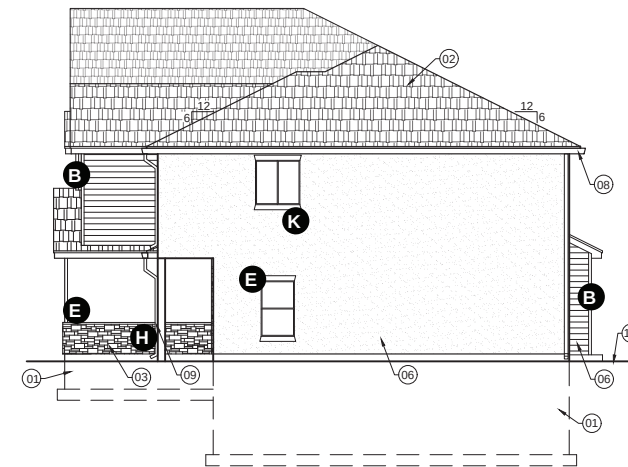
LEFT ELEVATION

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



FRONT ELEVATION

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



RIGHT ELEVATION

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

KEYED NOTES:

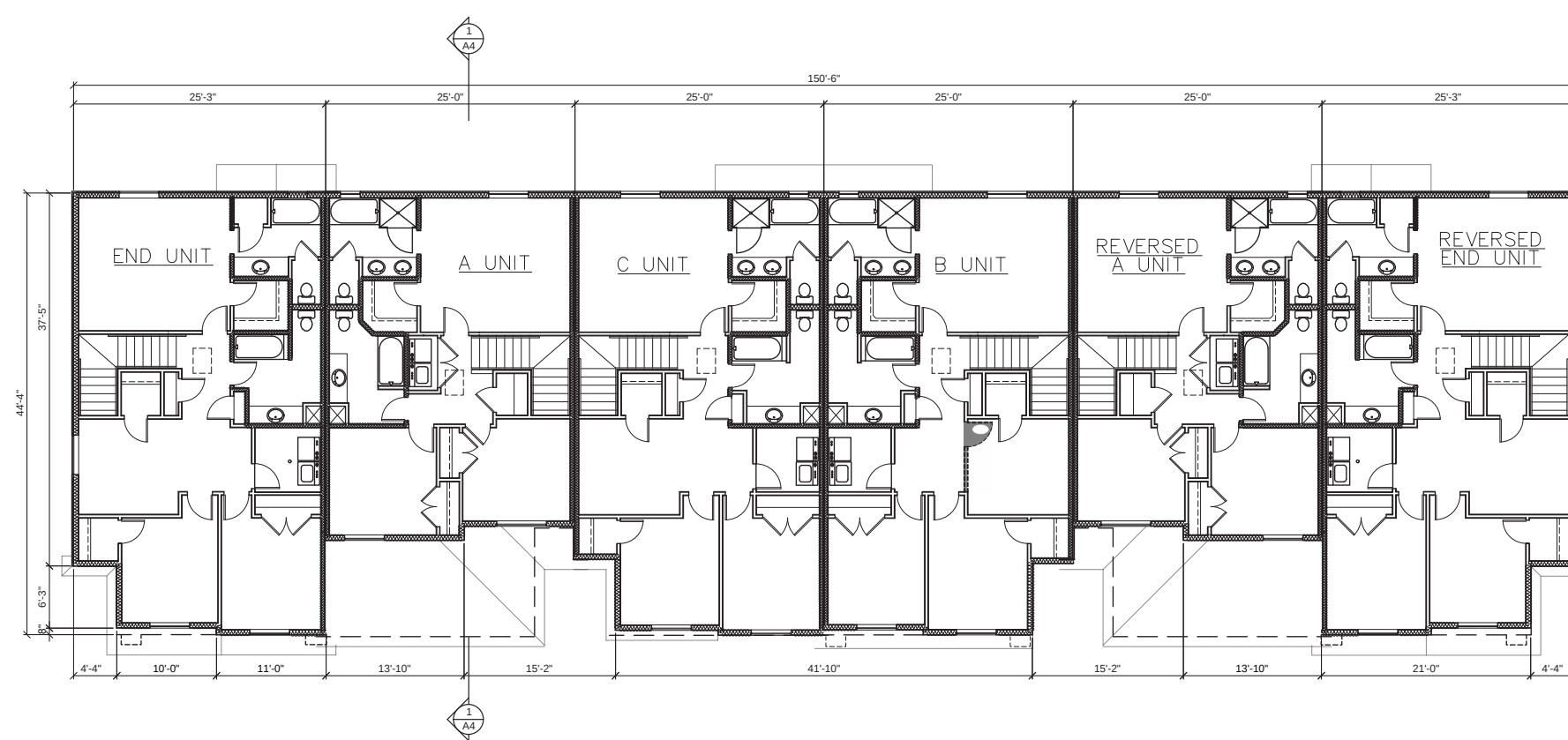
- 01 CONCRETE FOUNDATION TO GO BELOW FROST LINE.
- 02 ASPHALT SHINGLE OVER FELT OVER 1/2" SHEATHING OVER TRUSSES @ 24" O.C.
- 03 STONE VENEER.
- 04 EIFS.
- 05 EIFS FEATURES.
- 06 HORIZONTAL LAP SIDING.
- 07 VERTICAL FIBER CEMENT PANEL.
- 08 RAIN GUTTER. SEE ROOF PLAN.
- 09 DOWNSPOUT. SEE ROOF PLAN.
- 10 OVERHEAD GARAGE DOOR.
- 11 PROVIDE WINDOW WELL AT BASEMENT WINDOWS.
- 12 ATTIC VENT.
- 13 FINISH GRADE.

ARCHITECTURAL DETAILING

- A DECORATIVE SHUTTERS
- B POP OUTS
- C DECORATIVE GABLES
- D COLUMNS
- E DECORATIVE TRIM
- F DECORATIVE RAILINGS (NOT SHOWN - WHERE STAIRS ARE REQUIRED)
- G ARCHITECTURAL LIGHTING
- H DECORATIVE MASONRY PATTERN
- I WINDOW GRIDS
- J DECORATIVE DOORS
- K DECORATIVE WINDOWS

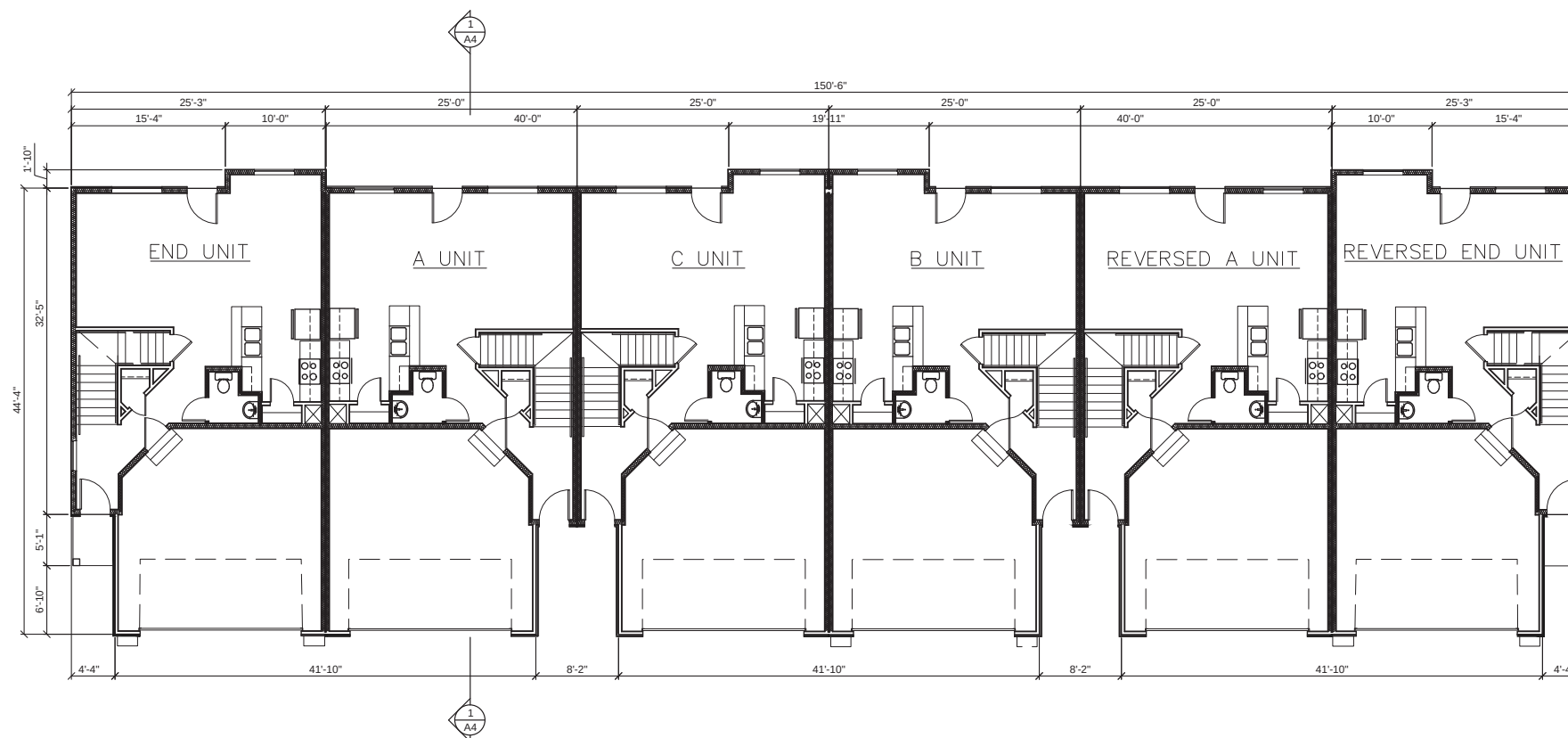
PARKWAY FIELDS - Front Loaded Townhomes

Site Plan Application by Flagship Homes



SECOND FLOOR PLAN

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



FIRST FLOOR PLAN

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

PARKWAY FIELDS - Front Loaded Townhomes

Site Plan Application by Flagship Homes



ARCHITECTURAL FEATURES LEGEND

1. COLUMNS
2. WINDOW TRIM
3. POPOUTS
4. PORCHES
5. DECORATIVE DOORS
6. DECORATIVE WINDOWS
7. DECORATIVE GABLES
8. DECORATIVE TRIM
9. ARCHITECTURAL LIGHTING

ELEVATION MATERIAL LEGEND	
HATCH PATTERN	DESCRIPTION
	STUCCO
	LAP SIDING - PAINTED FIBER CEMENT 6" EXPOSURE AS PER SPECIFICATIONS
	LAP SIDING - PRE-STAINED FIBER CEMENT 6" EXPOSURE
	ROOF ASPHALT SEE SPECIFICATIONS FOR TYPE, PATTERN AND COLOR.

PARKWAY FIELDS - Rear Loaded Townhomes

Site Plan Application by Flagship Homes



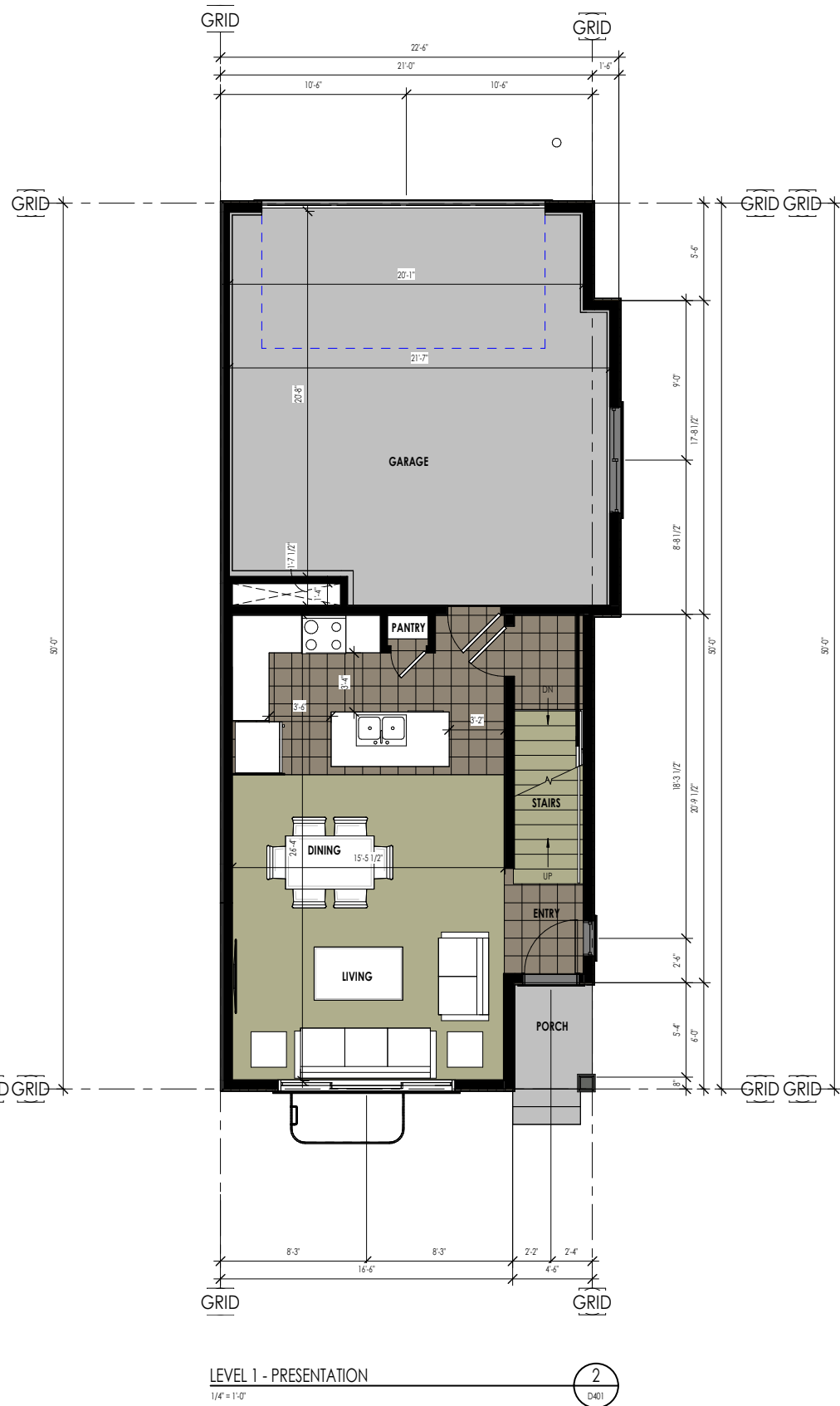
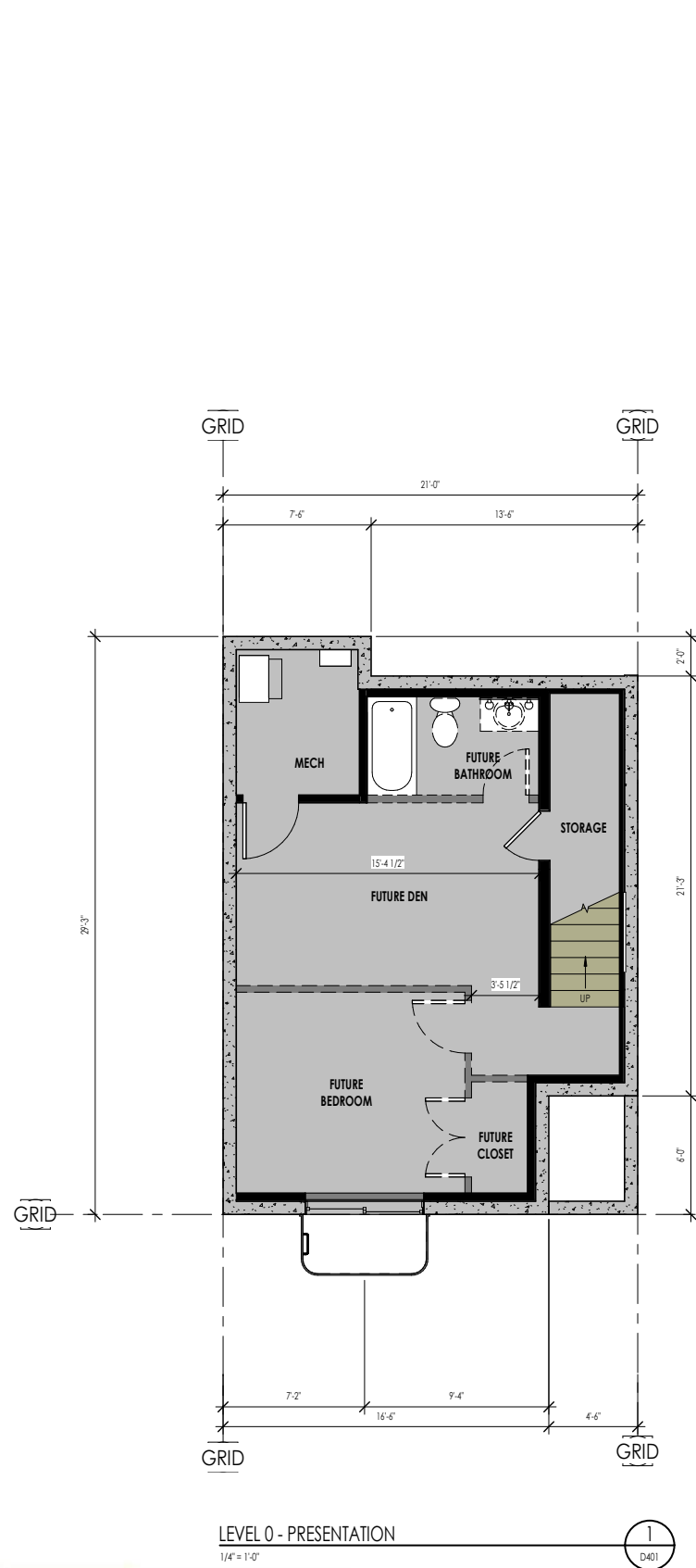
ARCHITECTURAL FEATURES LEGEND

1. COLUMNS
2. WINDOW TRIM
3. POPOUTS
4. PORCHES
5. DECORATIVE DOORS
6. DECORATIVE WINDOWS
7. DECORATIVE GABLES
8. DECORATIVE TRIM
9. ARCHITECTURAL LIGHTING

ELEVATION MATERIAL LEGEND	
HATCH PATTERN	DESCRIPTION
	STUCCO
	LAP SIDING - PAINTED FIBER CEMENT 6" EXPOSURE AS PER SPECIFICATIONS
	LAP SIDING - FREE STAINED FIBER CEMENT 6" EXPOSURE
	ROOF ASPHALT SEE SPECIFICATIONS FOR TYPE, PATTERN AND COLOR.

PARKWAY FIELDS - Rear Loaded Townhomes

Site Plan Application by Flagship Homes



UNIT A - SQUARE FOOTAGE	
NAME	AREA
BASEMENT LEVEL	458 SF
MAIN LEVEL	515 SF
UPPER LEVEL	917 SF
	1890 SF
GARAGE	427 SF
	427 SF
Grand total	2317 SF

PARKWAY FIELDS - Rear Loaded Townhomes

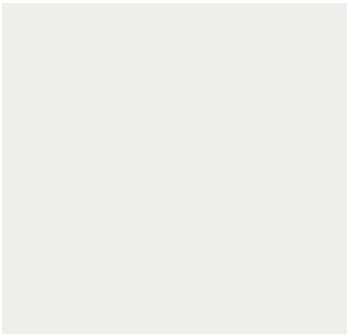
Site Plan Application by Flagship Homes



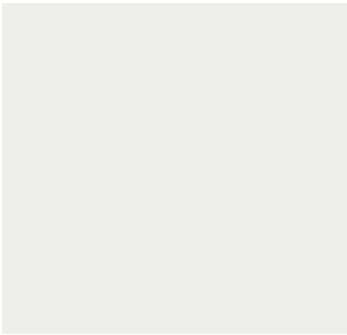
PARKWAY FIELDS - Rear Loaded Townhomes

Site Plan Application by Flagship Homes

Scheme 1



Siding/Board & Bat
Snowscape White



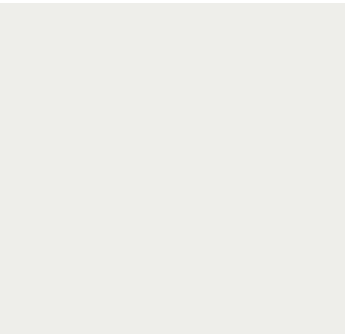
Trim
Snowscape White



Front Door
Peppercorn



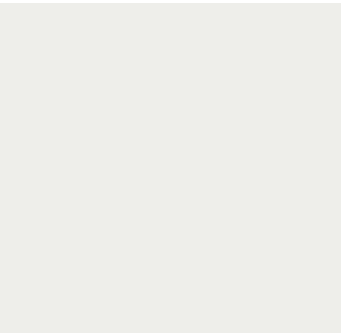
Roof
Moire Black



Garage Door
White



Soffit & Fascia
Black

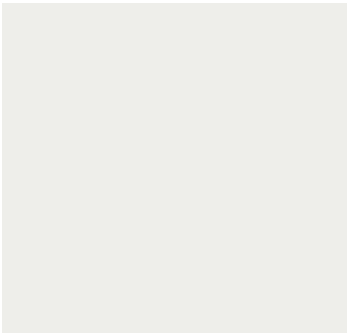


Windows
White

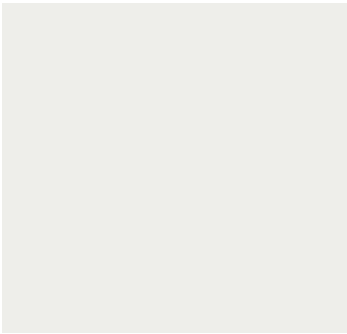
Scheme 2



Siding/Board & Bat
Tundra Gray



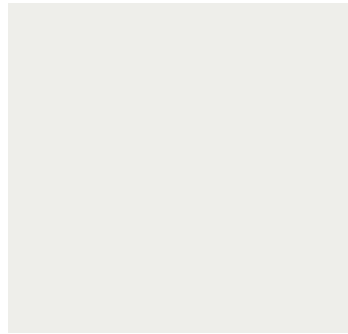
Trim
Snowscape White



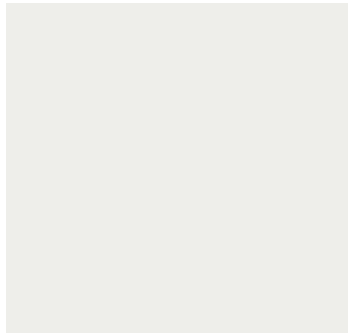
Front Door
Extra White



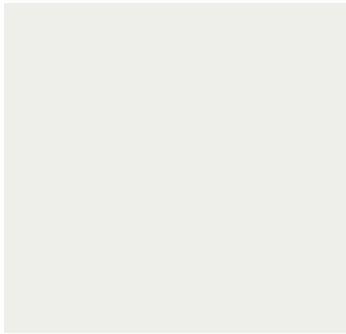
Roof
Moire Black



Garage Door
White



Soffit & Fascia
White



Windows
White

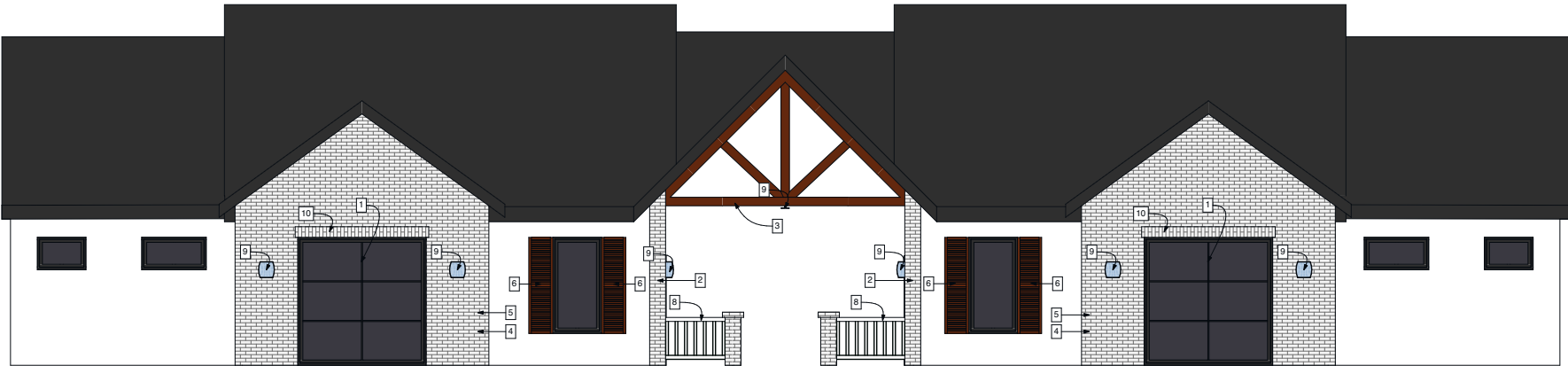
PARKWAY FIELDS - Townhomes Finishes

Site Plan Application by Flagship Homes



PARKWAY FIELDS - Clubhouse & Pool

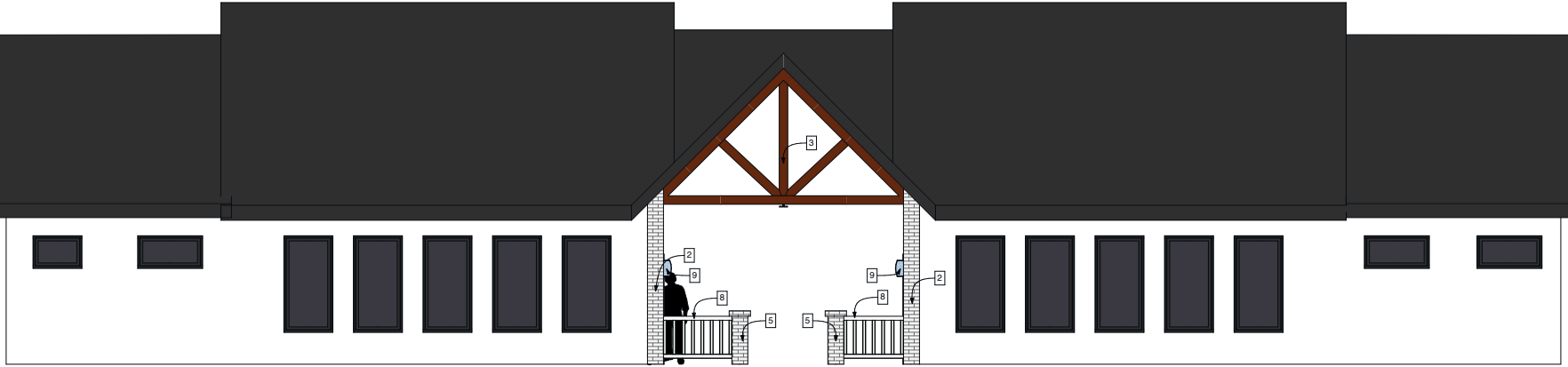
Site Plan Application by Flagship Homes



1

ELEVATION

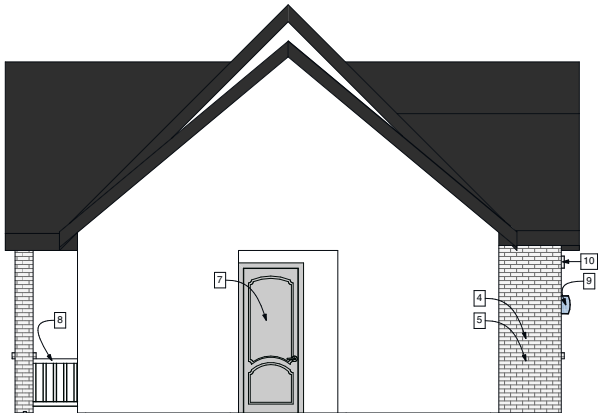
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2

ELEVATION

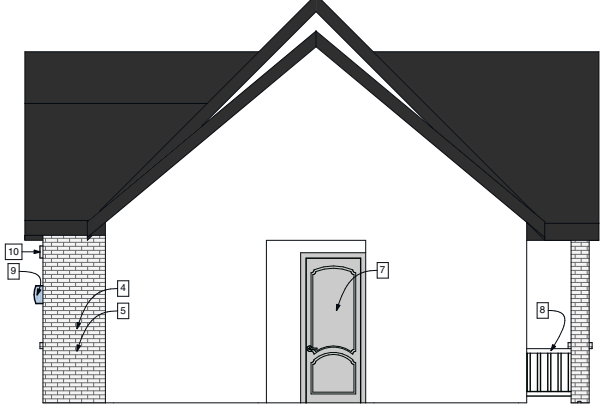
SCALE: 1/4" = 1'-0"



1

ELEVATION

SCALE: 1/4" = 1'-0"



2

ELEVATION

SCALE: 1/4" = 1'-0"



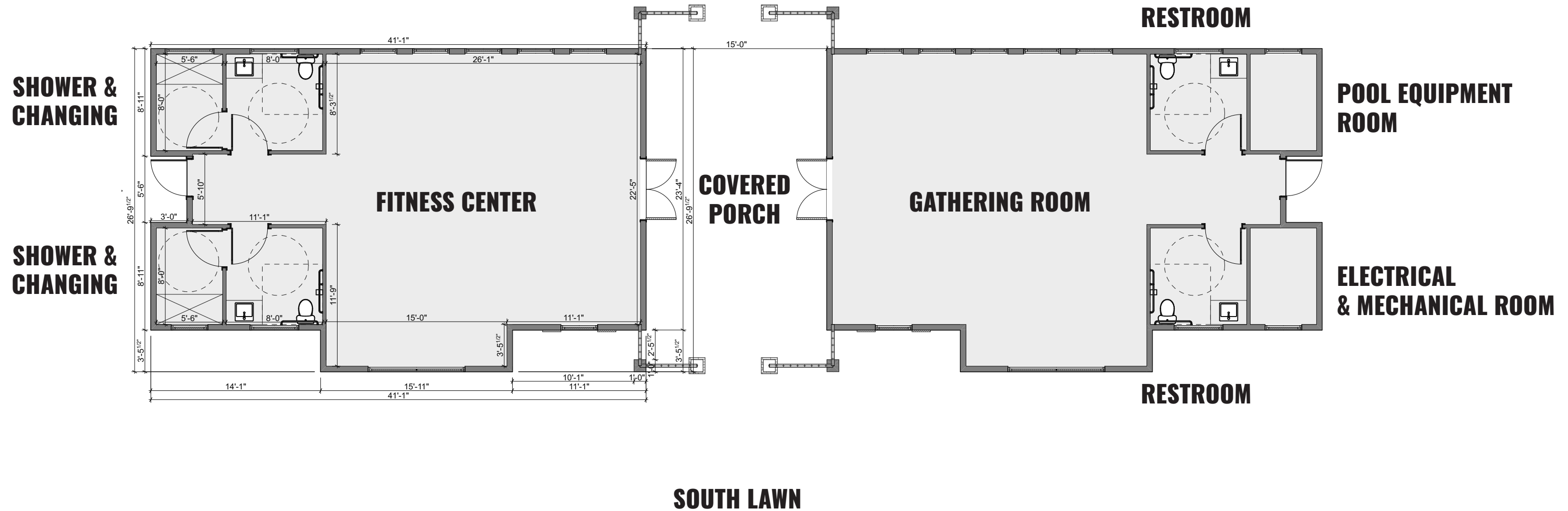
PARKWAY FIELDS - Clubhouse & Pool

Site Plan Application by Flagship Homes

ARCHITECTURAL FEATURES LEGEND

- 1 - WINDOW GRIDS
 - 2 - COLUMNS
 - 3 - DECORATIVE GABLES
 - 4 - POPOUT
 - 5 - DECORATIVE MASONRY
 - 6 - DECORATIVE SHUTTERS
 - 7 - DECORATIVE DOORS
 - 8 - DETAILED RAILINGS
 - 9 - ARCHITECTURAL LIGHTING
 - 10 - DECORATIVE TRIM
- (REFERENCE: EMC Code 17.72.040.E.2.)

NORTH POOL & DECK AREA



PARKWAY FIELDS - Clubhouse & Pool

Site Plan Application by Flagship Homes

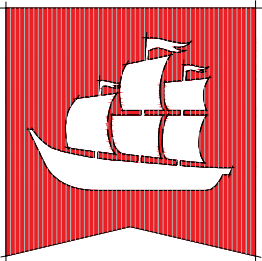
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
	Hunter MP Strip PRO5-06-PR540-CV Turf Rotator, 6" pop-up with factory installed check valve, pressure regulated to 40 psi, MP Rotator nozzle on PR540 body. LST=Ivory left strip, SST=Brown side strip, RST=Copper right strip.	14	40	
	Hunter MP1000 PRO5-06-PR540-CV Turf Rotator, 6" pop-up with check valve, pressure regulated to 40 psi, MP Rotator nozzle on PR540 body. M=Maroon adj arc 90 to 210, L=Light Blue 210 to 270 arc, O=Olive 360 arc.	50	40	
	Hunter MP2000 PRO5-06-PR540-CV Turf Rotator, 6" pop-up with factory installed check valve, pressure regulated to 40 psi, MP Rotator nozzle on PR540 body. K=Black adj arc 90-210, G=Green adj arc 210-270, R=Red 360 arc.	99	40	
	Hunter MP3000 PRO5-06-PR540-CV Turf Rotator, 6" pop-up with factory installed check valve, pressure regulated to 40 psi, MP Rotator nozzle on PR540 body. B=Blue adj arc 90-210, Y=Yellow adj arc 210-270, A=Gray 360 arc.	51	40	
	Hunter MP3500 PRO5-06-PR540-CV Turf Rotator, 6.0" Pop-up with factory installed check valve, pressure regulated to 40 psi, MP Rotator nozzle on PR540 body. LB=light brown adjustable arc, 90-210.	28	40	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		DETAIL
	Drip Remote Control Valve Assembly Hunter ICZ-101-40 Drip Control Zone Kit. 1in. ICV Globe Valve with 1in. HY100 filter system. Pressure Regulation: 40psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.	24		
	Area to Receive Dripline Dripperline Assembly Netatim TLCV-04-18, Techline Pressure Compensating Landscape Dripline with Check Valve. 0.4 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. 17mm.	93,174 l.f.		
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		DETAIL
	Remote Control Valve Assembly Hunter ICV-6, 1in., 1-1/2in., 2in., and 3in. Plastic Electric Remote Control Valves, Globe Configuration, with NPT Threaded Inlet/Outlet, for Commercial/Municipal Use.	14		
	Water Meter 2" City Meter Vault (by excavator)	1		
	Water Meter 2" City Meter Vault (by excavator)	1		
	Irrigation Lateral Line: PVC Schedule 40	6,296 l.f.		
	Irrigation Mainline: PVC Schedule 40	5,904 l.f.		
	Pipe Sleeve: PVC Schedule 40 Sleeve size 2x size of pipe being sleeved. Main line sleeves should include an additional wire sleeve.	2,194 l.f.		
	Valve Callout # Valve Number # Valve Flow # Valve Size			

PLANT SCHEDULE PARKWAY FIELDS PHASE C

TREES	BOTANICAL / COMMON NAME	CONT	GAL	SIZE	QTY
	Acer truncatum x platanoides 'Pacific Sunset' / Pacific Sunset Maple Mature Size: H30' W25'	B & B	2"Cal		4
	Carpinus betulus 'Franz Fontaine' / Franz Fontaine Hornbeam Mature Size: H35' W15'	B & B	2-3" Cal.		10
	Gleditsia triacanthos 'Skyline' / Skyline Honey Locust Mature Size: H35-45' W25-35'	B & B	2.5"Cal		44
	Gymnocladus dioica 'Espresso' / Kentucky Coffeetree Mature Size: H50' W35' Water Requirement: Low	B & B	2"Cal		60
	Malus x 'Jeflite' / Starlite Flowering Crabapple Mature Size: H20' W15-20' Water Requirement: Low	B & B	2"Cal		19
	Picea pungens glauca 'Hoopsii' / Hoopsi Blue Spruce Mature Size: H50' W18'	B & B		8' Ht.	85
	Platanus x acerifolia / London Plane Tree Mature Size: H40-60' W30-40'	B & B	2"Cal		30
	Quercus borealis / Northern Red Oak Mature Size: H50' W45'	B & B	2"Cal		56
	Quercus robur fastigiata 'Regal Prince' / Regal Prince Columnar Oak Mature Size: H40-50' W10-18'	B & B	1.5"-2.0"		23
	Zelkova serrata 'JF5-KN4Z5' / Zileration® Japanese Zelkova Mature Size: H30' W25' Water Requirement: Low	B & B	2"Cal		57
GROUND COVERS	BOTANICAL / COMMON NAME	CONT			
	Planting Bed Area Mulch (3" depth)	mulch			333,590 sf
	Turf Sod Kentucky Bluegrass Drought Tolerant Blend of Kentucky Bluegrass	sod			159,379 sf

SHRUBS	BOTANICAL / COMMON NAME	SIZE
	Berberis thunbergii 'Nana' / Crimson Pygmy Barberry Mature Size: H24" W24-30"	5 gal
	Caryopteris x glandonensis 'Grand Bleu' / Grand Bleu Mature Size: H3' W3'	5 gal
	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac Mature Size: H3' W3'	5 gal
	Stipa tenacissima / Mexican Feather Grass Mature Size: H2' W2'	1 gal
	Viburnum trilobum 'Alfredo' / Alfredo Cranberrybush Viburnum Mature Size: H5' W5'	5 gal
ANNUALS/PERENNIALS	BOTANICAL / COMMON NAME	SIZE
	Agastache aurantiaca 'Apricot Sprite' / Apricot Sprite Hyssop Mature Size: H12" W12"	1 gal
	Agastache foeniculum 'Golden Jubilee' / Golden Jubilee Hyssop Mature Size: H24-36" W18-24"	1 gal
	Centranthus ruber / Red Valerian Mature Size: H24-30" W36"	1 gal
	Echinacea purpurea 'Magnus' / Magnus Purple Coneflower Mature Size: H3-4' W2-3'	1 gal
	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily Mature Size: H15" W18"	1 gal
	Heuchera x 'Amber Waves' / Amber Waves Coral Bells Mature Size: H8-12" W18"	1 gal
	Heuchera x 'Lime Rickey' / Lime Rickey Coral Bells Mature Size: H8" W18"	1 gal
	Heuchera x 'Purple Petticoats' / Purple Petticoats Coral Bells Mature Size: H12-24" W18"	1 gal
	Nepeta x faassenii 'Walkers Low' / Walkers Low Catmint Mature Size: H24-30" W36"	1 gal
	Oenothera missouriensis 'Ozark Sundraps' / Missouri Primrose Mature Size: H12" W24"	1 gal
	Penstemon digitalis 'Huskers Red' / Husker Red Beard-Tongue Mature Size: H30" W24"	1 gal
	Perovskia atriplicifolia / Russian Sage Mature Size: H3-4' W3-4'	1 gal
	Perovskia atriplicifolia 'Little Lace' / Little Lace Russian Sage Mature Size: H12-14" W12-14"	1 gal
	Rudbeckia fulgida 'Goldstrum' / Goldstrum Black-eyed Susan Mature Size: H24-30" W24"	1 gal
	Salvia nemorosa 'May Night' / May Night Sage Mature Size: H18-24" W18"	1 gal
	Sedum spectabile 'Autumn Joy' / Stonecrop Mature Size: H18-24" W18-24"	1 gal
GRASSES	BOTANICAL / COMMON NAME	SIZE
	Bouteloua gracilis 'Blonde Ambition' / Blue Grama Mature Size: H30-36" W30-36"	1 gal
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass Mature Size: H3-5' W2-3'	1 gal
	Helictotrichon sempervirens 'Blue Oats' / Blue Oat Grass Mature Size: H2-3' W2-3'	1 gal
	Panicum virgatum 'Shenendoah' / Shenendoah Switch Grass Mature Size: H48" W24-36"	1 gal
	Pennisetum alopecuroides 'Hameln' / Hameln Dwarf Fountain Grass Mature Size: H2' W3'	1 gal
	Pennisetum alopecuroides 'Little Bunny' / Little Bunny Fountain Grass Mature Size: H18" W18"	1 gal
	Sorghastrum nutans 'Sioux Blue' / Blue Indian Grass Mature Size: H3-6' W2'	1 gal



flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



call 811 or visit www.bluestakes.org
before you dig to have all utilities
located and marked

PARKWAY FIELDS

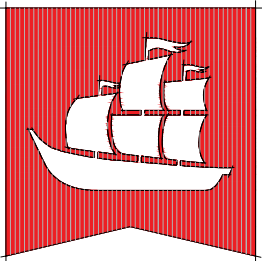
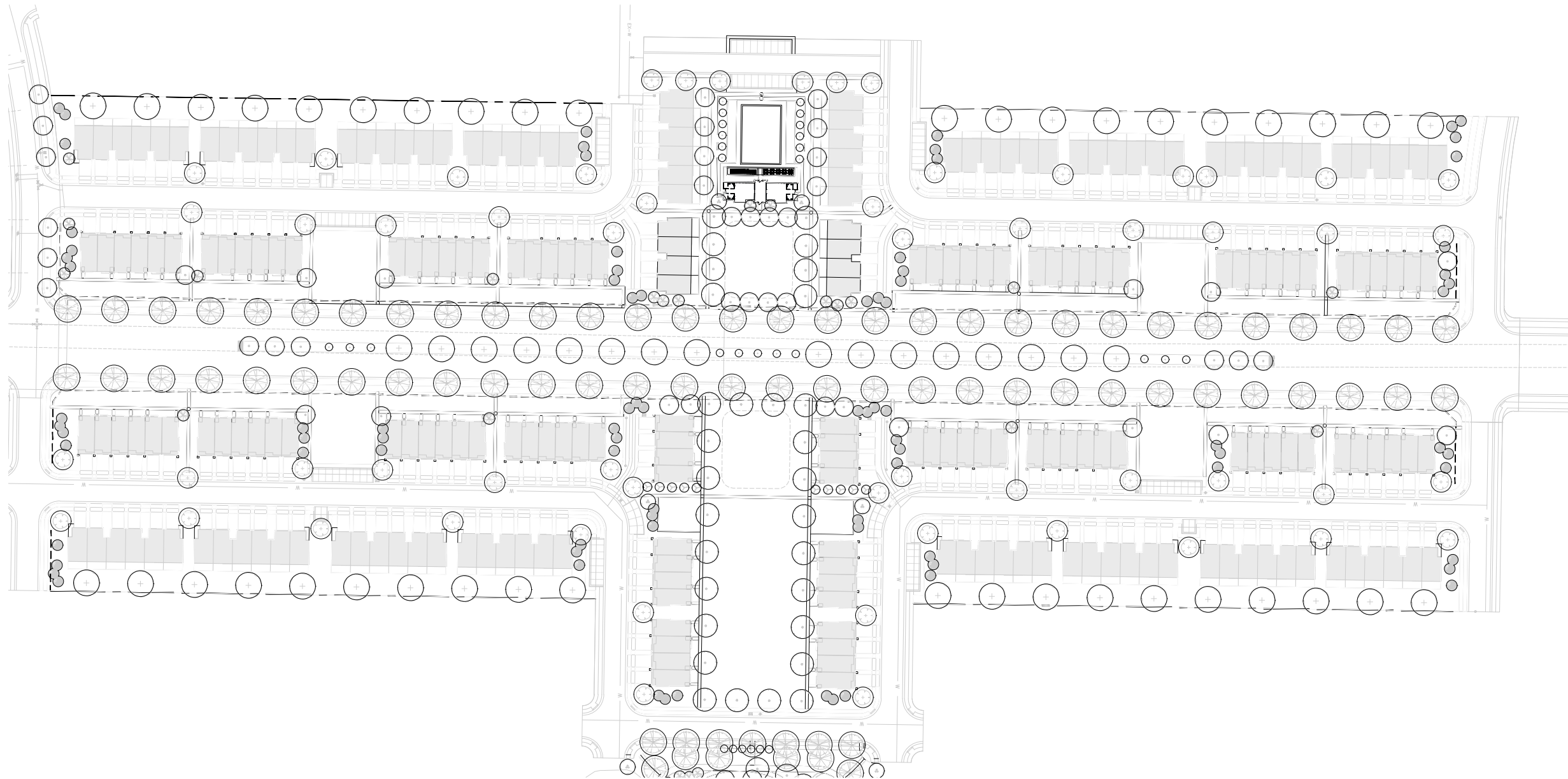
LANDSCAPE REVIEW SET

Tiffany Boulevard . Eagle Mountain . Utah

MARCH 2023

LANDSCAPE
schedules

LO



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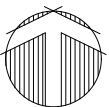
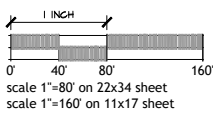
PARKWAY FIELDS

LANDSCAPE REVIEW SET

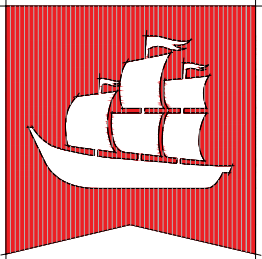
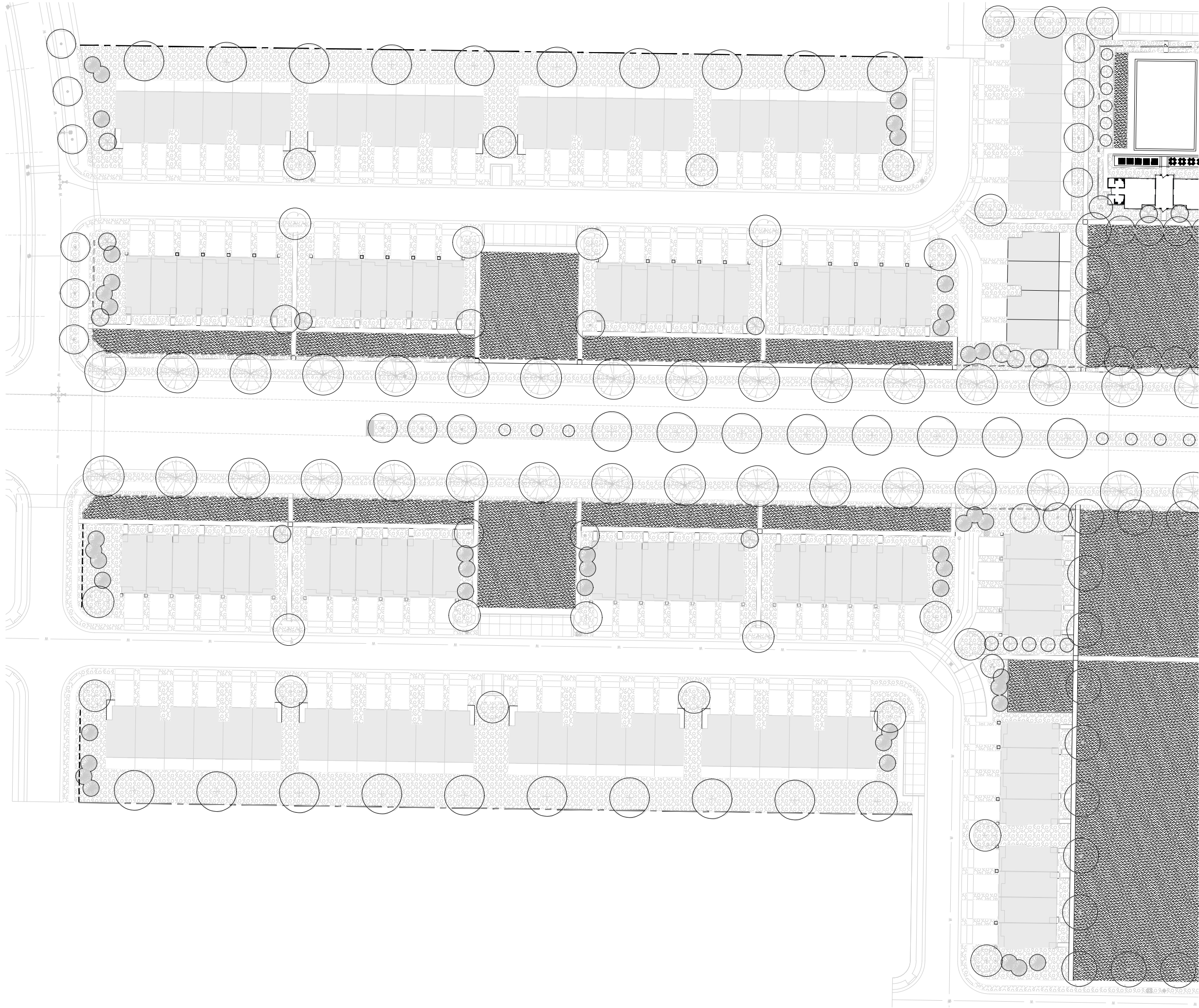
Tiffany Boulevard . Eagle Mountain . Utah

MARCH 2023

LANDSCAPE
planting plan
overview



L1



flagship
homes

300 South 1350 East, 2nd Floor
Lehi | Utah | 84043



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PARKWAY FIELDS

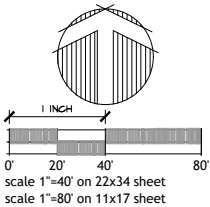
LANDSCAPE REVIEW SET

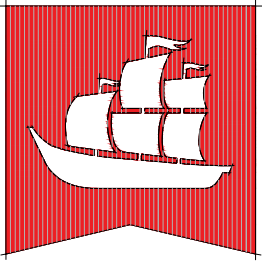
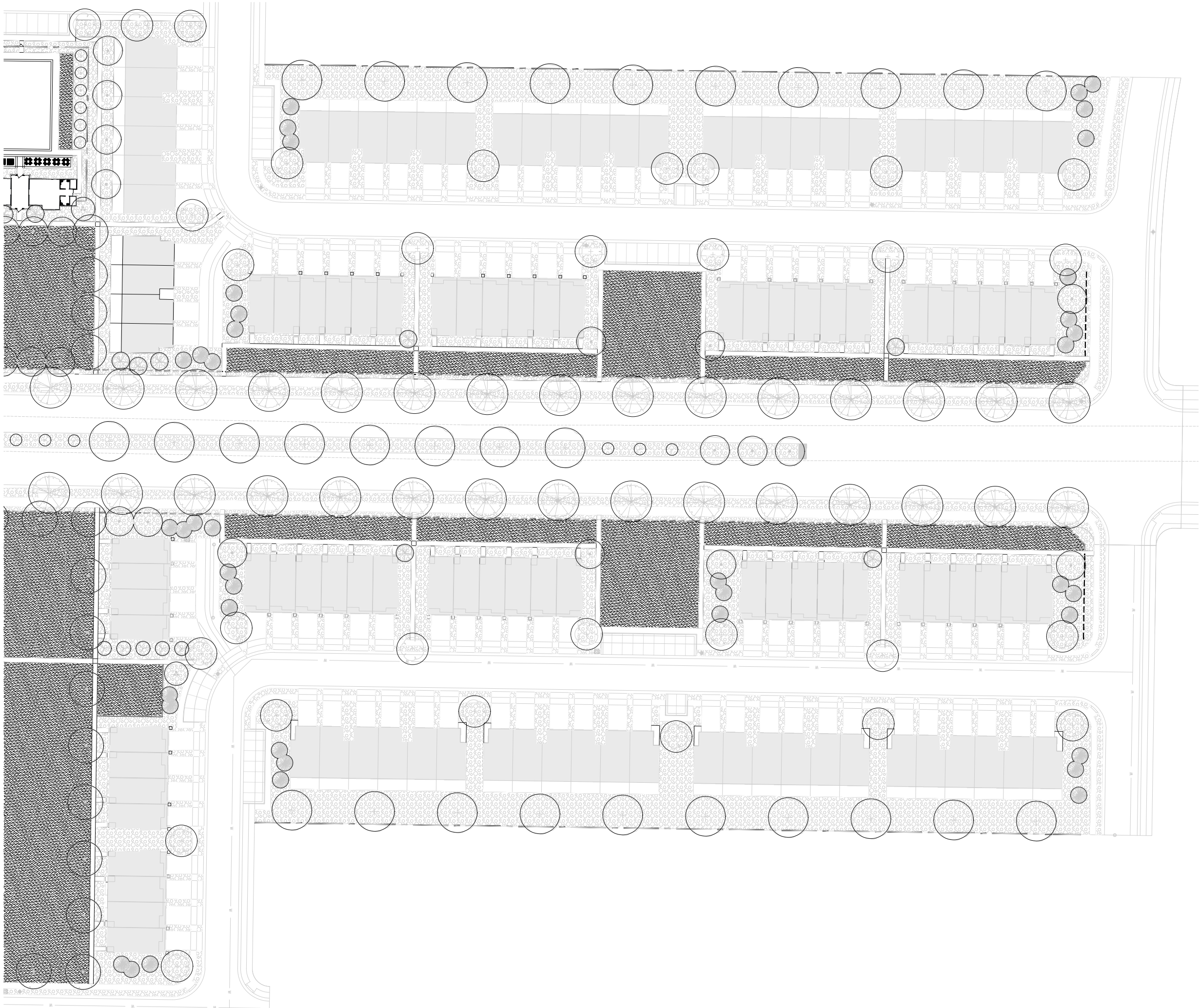
Tiffany Boulevard . Eagle Mountain . Utah

MARCH 2023

LANDSCAPE
planting plan

L2





flagship
homes

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before you dig to have all utilities
located and marked

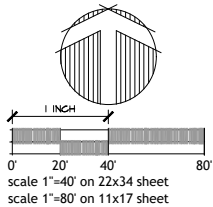
PARKWAY FIELDS

LANDSCAPE REVIEW SET

Tiffany Boulevard . Eagle Mountain . Utah

MARCH 2023

LANDSCAPE
planting plan



L3



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Rush Creek.		
ITEM TYPE:	Master Development Plan & Rezone		
FISCAL IMPACT:	N/A		
APPLICANT:	Dan Ford		
GENERAL PLAN DESIGNATION Employment Center/Campus	CURRENT ZONE Agriculture	ACREAGE 162	COMMUNITY Town Center

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:

BACKGROUND:

The applicant requests the City amend the zoning map from Agriculture to Light Manufacturing/Distribution. The request encompasses approximately 162 acres and is located along Eagle Mountain Blvd. and northwest of Cedar Valley High School. The applicant has submitted a concept plan of the potential use as multiple LMD lots. EMMC 16.10.020 states that projects in excess of 50 acres requires master development approval. However, EMMC 16.10.050 does provide an option to waive the master development plan requirement. Rezone and waiver standards are contained in the Items for Consideration section.

ITEMS FOR CONSIDERATION:

The extent of the applicant's request is to rezone to the LMD zone, waive the master development plan requirement, and then market to TBD users. A concept plan of the subdivision was reviewed by staff and this is included as an attachment to the staff report. EMMC 17.90.060 Criteria for (rezone) approval 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 provisions of the city general plan. The land use map identifies this property as Employment Center/Campus. The requested zone of LMD is compatible with the Employment Center/Campus land use as was granted with the previous Rush Creek rezone request.

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 this title, including the performance standards designed to help ensure land compatibility. The proposed lots are compatible with the adjacent uses of LMD, agriculture, or vacant land.

C. City Services. The proposed use can be accommodated with public services and will not overburden the city's service capacity. Public Works and Engineering do not identify any issues.

D. Traffic Generation. Traffic generation by the proposed use is within capabilities of streets serving the property. Complies. E.

Property Values. The proposed use is not expected to have a significant negative impact on surrounding property values.

Complies. The City Council may approve a request for waiver of either elements of the application or master development plan requirement if finding one or more of the following:

1. The project's concept plan review (pursuant to Chapter 16.15 EMMC) received feedback from the planning commission and/or city council in regards to reduced master development application requirements;
2. The project will not require modification or additions to existing conditions (zoning designation, land use designation, roadways);
3. The project involves limited development requirements for infrastructure; or
4. The strict application of this chapter would result in peculiar or exceptional difficulties, or exceptional and undue hardship, or the buildable area of the property is significantly reduced by topography or preexisting easement restrictions.

REQUIRED FINDINGS:

That the requested zone of Light Manufacturing/Distribution is compatible with the General Plan Land Use of Employment Center/Campus and the project meets the waiver of master

development plan requirements.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends 5-0 approval to the City Council of the request to rezone of approximately 162 acres comprised of a portion of parcel 59:034:0168 and a portion of parcel 59:034:0010, from the Agriculture Zone to the Light Manufacturing/Distribution Zone and waiver of the master development plan requirement.

ATTACHMENTS:

[ORD--Rush Creek Rezone](#)

[EXHIBIT--Rush Creek Rezone](#)

[Master Development Waiver Request](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
REZONING CERTAIN LANDS KNOWN AS RUSH CREEK**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as Rush Creek, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the rezone of certain lands known as Rush Creek, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 2nd day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 2nd day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

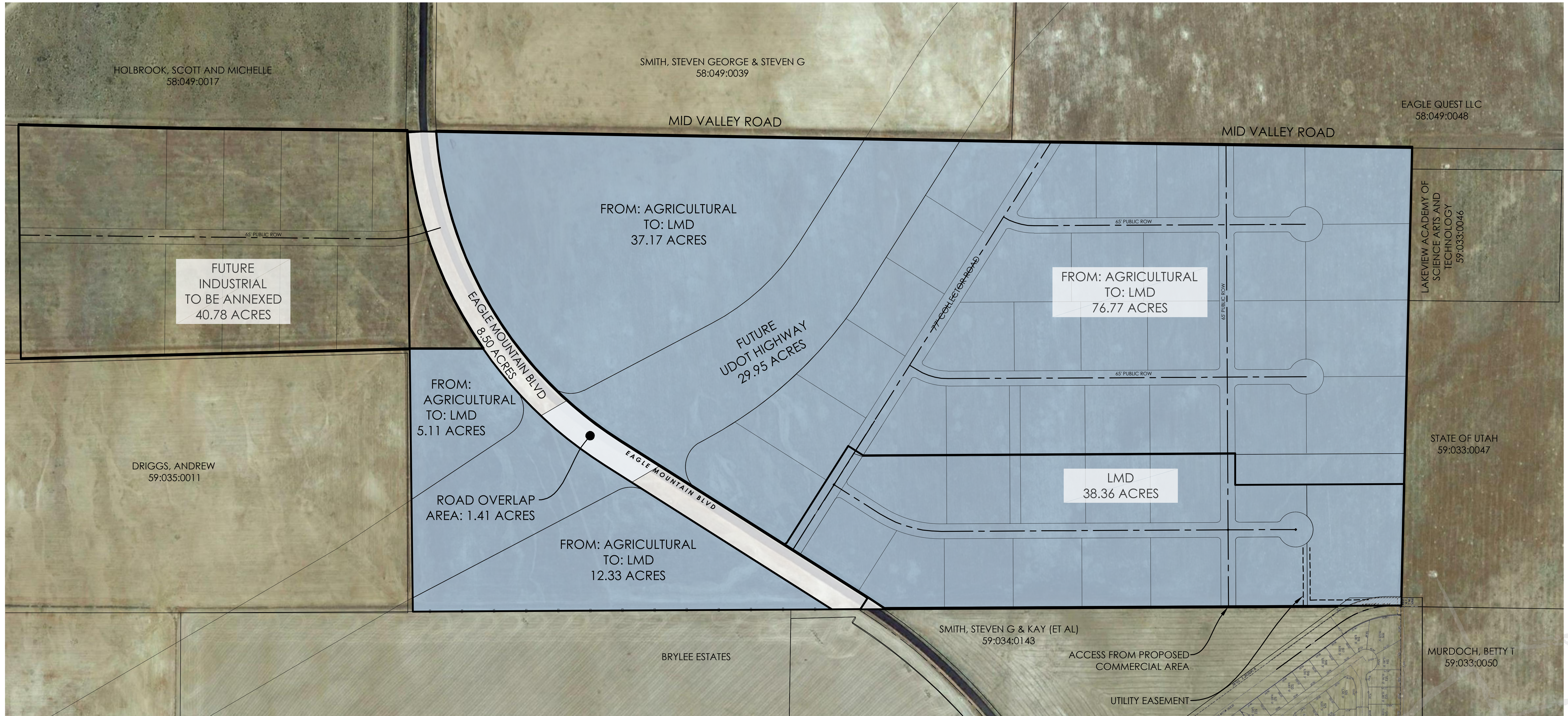
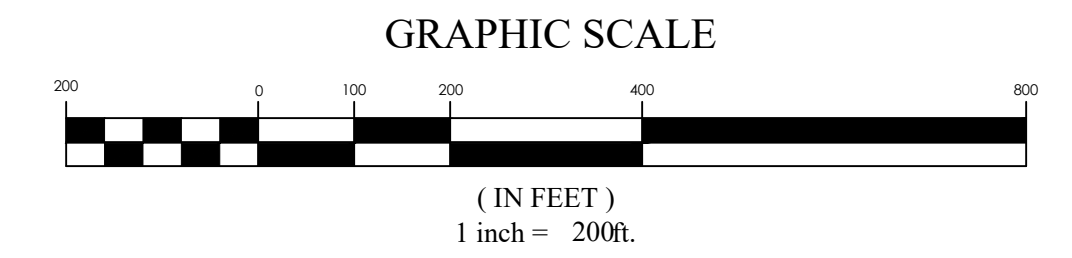
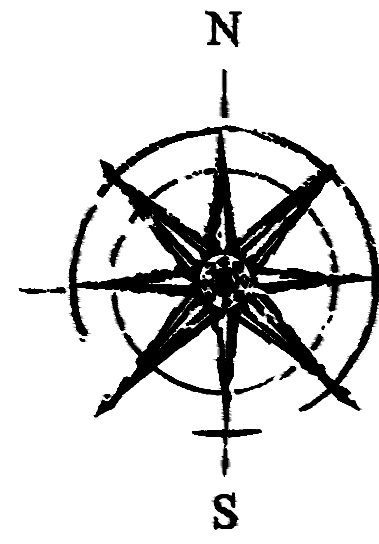
☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



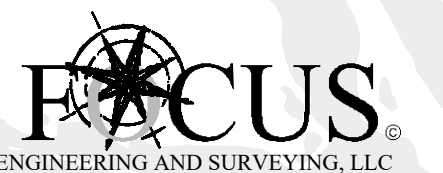
RUSH CREEK zoning change exhibit

EAGLE MOUNTAIN CITY, UTAH COUNTY

3/15/2023

20-0224

Note: This plan is for illustrative purposes only. Boundaries may be based on parcels obtained through public GIS data. It is recommended that a survey be performed to determine actual boundary size and dimensions as well as other potential boundary conflicts.





2/24/2024

Eagle Mountain City
1650 Stagecoach Run
Eagle Mountain, UT 84005

Re. Rush Creek Zoning Application

Dear City Council,

This letter is to respectfully request a waiver of submitting a Master Development Plan for Zoning application for the Rush Creek Subdivision. Per Eagle Mountain City Code 16.10.050 C.2, this rezone is in conformity with the General Plan and does not require modifications to existing conditions of the code and property. Our application complies with the general plan and the designated uses of the general plan.

In addition, the Rush Creek development needs to remain fluid as far as design because of the potential business we wish to attract. Many businesses that we are working with and are marketing to have their own requirements as far as layout, size, access, utilities, etc... Attempting to pre-design a large acreage development would potentially result in changing the design and having to modify our plan as each business came to our city.

We are confident that our waiver request meets the requirements outlined in 16.10.050 and is in the best interest of the city. Thank you for your time and consideration of this matter.

Sincerely,

Dan Ford
Agent for Rush Creek



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as TripleTail.		
ITEM TYPE:	Rezone		
FISCAL IMPACT:	None		
APPLICANT:	Parsons, Behle, & Latimer		
GENERAL PLAN DESIGNATION Business Park/Light Industry, and Regional Commercial	CURRENT ZONE Agriculture	ACREAGE 668 acres	COMMUNITY South Town and Tech Campus

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:
See Planning Commission Action/Recommendation section.

BACKGROUND:
The applicant requests that the City amend the zoning map to place the Regional Technology and Industry Overlay zone on approximately 668 acres comprised of two locations. The first location is along the east side of the future south extension of Pony Express Parkway with the second location along the south side of 4000 North and east of Tyson Foods and the Pole Canyon Industrial area. The two proposed RTI areas are adjacent to existing RTI overlay zone properties.

ITEMS FOR CONSIDERATION:
The extent of the applicant's request is to rezone to the RTI overlay zone and then market to TBD users. In order to qualify for the RTI site plan approval process, a development agreement approved by the City Council is required. This request is limited to the rezone and other considerations needed in order to develop the property will be processed at the appropriate time.

EMMC 17.90.060 Criteria for (rezone) approval. 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 future land use and transportation corridor map, and comply with the policies and provisions of the City General Plan. The land use map identifies this property as Business Park/Light Industry and Regional Commercial. The requested zone of the RTI Overlay is compatible with the Business Park/Light Industry land use and Regional Commercial land use.

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 this title, including the performance standards designed to help ensure land compatibility. Complies.

C. City Services. The proposed use can be accommodated with public services and will not overburden the city's service capacity. Public Works and Engineering do not identify any issues.

D. Traffic Generation. Traffic generation by the proposed use is within capabilities of streets serving the property. Complies.

E. Property Values. The proposed use is not expected to have a significant negative impact on surrounding property values. Complies.

REQUIRED FINDINGS:

The requested zone to Regional Technology and Industry Overlay is compatible with the General Plan Land Use of Business Park/Light Industry and Regional Commercial and is appropriate in these locations due to the adjacency to existing overlay areas. The Regional Technology and Industry (RTI) Overlay zone is intended to provide for the development and operation of large-scale technological, clean industrial, and high-tech manufacturing uses that will increase the tax base and/or provide jobs for the city's residents. The standards and processes of the base or underlying zone shall be applicable unless modified or replaced by the overlay zone.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommended 5-0 approval of the request

to zone the subject property with the Regional Technology and Industry Overlay zone.

ATTACHMENTS:

[ORD--TripleTail Rezone](#)

[EXHIBIT--TripleTail Rezone](#)

[TripleTail Application & Plan](#)

[Economic Development Director Letter of Support](#)

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING CERTAIN LANDS KNOWN AS TRIPLETAIL

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as TripleTail, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the rezone of certain lands known as TripleTail, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 2nd day of May, 2023.

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 2nd day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

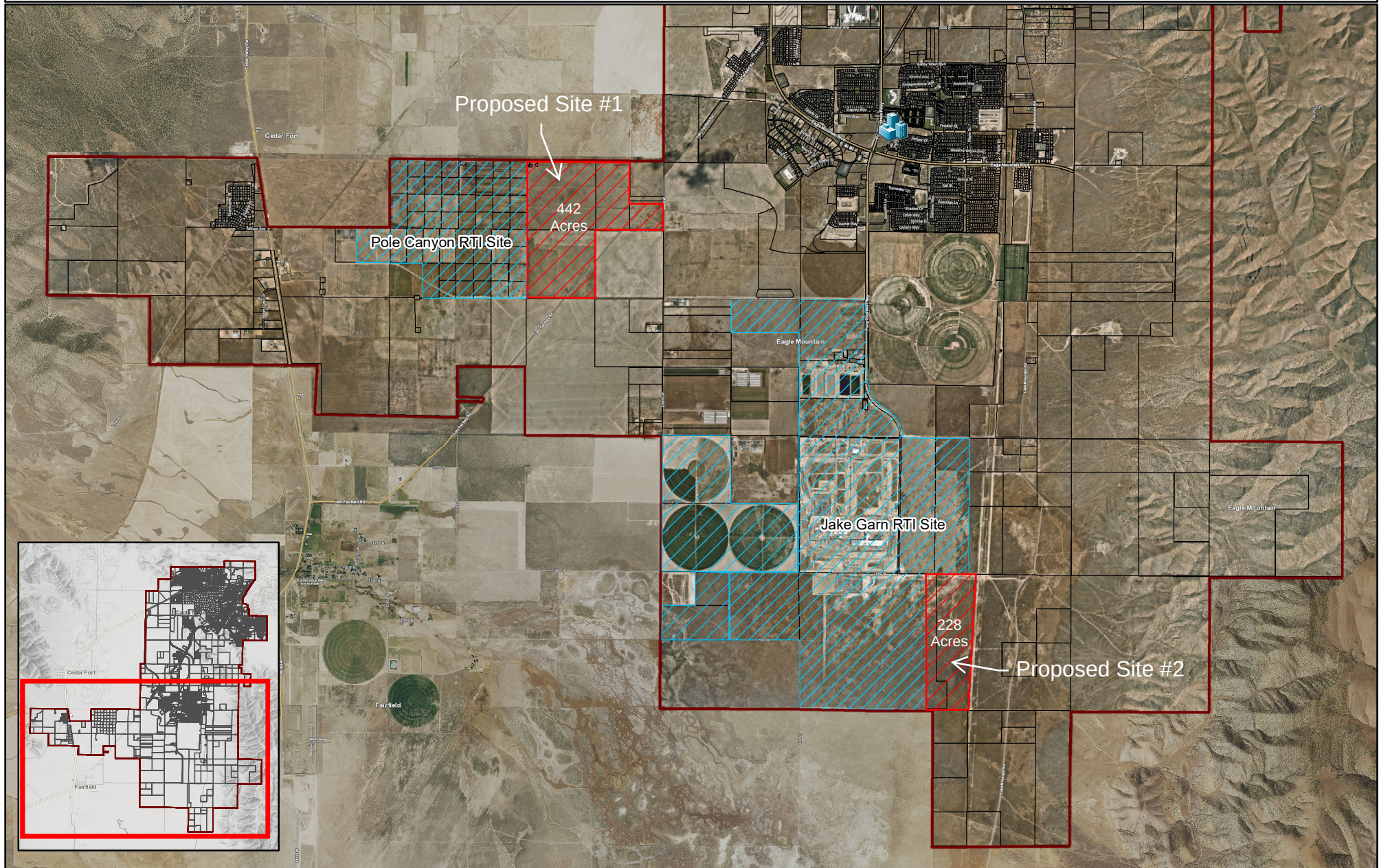
☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Regional Technology and Industry Overlay Zone

 RTI Overlay Zone City Hall City Boundary Proposed RTI Overlay
Zone Expansion Parcels

0 0.5 1 2
Miles



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

Contact Eagle Mountain City
Engineering/GIS Department
903-799-6662



REZONE APPLICATION

(801) 789-6617 • 1650 E STAGECOACH RUN, EAGLE MOUNTAIN, UT 84005 • WWW.EAGLEMOUNTAINCITY.COM

PROJECT INFORMATION

UPDATED: 6/2015

Official Project Name: TripleTail

Proposed Zoning: Regional Technology and Industry Overlay Zone Surrounding Zoning: Regional Technology and Industry Overlay Zone

General Location of the Property: The site is located in a rural agricultural area of Eagle Mountain ~2 miles west-southwest of the town's

residential and commercial center Surrounding Land Uses: Industrial data center usage and undeveloped agricultural land

Total Acreage of the Subject Property: ~668 acres Does the proposed zoning require an amendment to the City's General Map? ☐ Yes ☒ No

AUTHORIZED AGENT INFORMATION

Authorized Agent: Parson, Behle, Latimer c/o Shawn Ferrin

Address: 201 S Main St Ste 1800 Salt Lake City, UT 84111

Phone: 801-532-1234 Cell: Same as Phone

E-mail: sferrin@parsonbehle.com

PROPERTY OWNER INFORMATION*

Property Owner: UTLCO Eagle Mtn. Two LLC

Address: 3300 E. 1st Ave Ste 600 Denver, CO 80206 c/o Jessica Bennett

Phone: 303-276-7943 Cell: Same as Phone

E-mail: jessica.bennett@tract.com

* "Property owner" for purposes of this application refers to the Applicant and prospective purchaser of the property herein referenced. An affidavit from the current property owner supporting this application is attached as Exhibit F

****IMPORTANT:** Incomplete applications will not be accepted. In order for an application to be deemed complete, all required materials must be submitted with the application, regardless of whether they have been previously submitted to Eagle Mountain City. If any required materials are not applicable to your submittal, you must submit a letter for each required item stating the reason why it is not applicable to your application.**

SUBMITTAL REQUIREMENTS

- 1 digital/electronic PDF copy of all plans & other required materials is required on jump drive or through Dropbox. Please ensure there is only one PDF electronic file for each type of plan; do not separate the individual pages within a set of plans. Please label accordingly. Plans will not be reviewed until all digital files are received.

FOR OFFICE USE ONLY

Date: _____ Received By: _____ Application Complete? ☐ Yes ☐ No
Anything Missing: _____

Fees: \$1,350.00

Total Amount Due: _____ Total Amount Paid: _____

Please see Applicant Certification on the following page.

APPLICANT CERTIFICATION: I certify under penalty of perjury that this application and all information submitted as part of this application are true, complete and accurate to the best of my knowledge. I also certify that ~~I am the owner of the subject property~~ ^{JB} and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Eagle Mountain City may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Eagle Mountain Development Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I acknowledge that I have reviewed and understand the section from the Consolidated Fee Schedule and hereby agree to comply with this ordinance. I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.

Applicant's
Property Owner's Signature: *Luana Benito* Date: 3.15.2023

Documents to attach to application:

- Rezoning Application Requirements/Checklist

* refer to Exhibit F for the Property Owner's Affidavit in support of this application*

REZONE APPLICATION REQUIREMENTS/CHECKLIST

- ☒ LEGAL DESCRIPTION: A legal description of the property- see EXHIBIT A
- ☒ VICINITY MAP: A vicinity map showing the approximate location of the subject parcel with relation to the other major areas of the City. see EXHIBIT B
- ☒ EXISTING CONDITIONS: A map showing the existing physical characteristics of the site including waterways, geological information, fault lines, general soil data and contour data in two foot intervals. see EXHIBIT C
- ☒ LAND USE MAPS: A map with a general description of the proposed development indicating the general development pattern, land uses, densities, intensities, open spaces, parks and recreation trails and any other important elements of the project. see EXHIBIT D
- ☒ ZONING DISTRICTS: A compatibility statement in an acceptable format that demonstrates compliance with the zoning district that exists on the subject property or the zoning district that is being proposed for the subject property. see EXHIBIT E
- ☒ PUBLIC NOTICE FEE: \$1 per mailed notice, calculated and prepared by City Staff, shall be paid in full prior to a Planning Commission Date being assigned. (Rezoning requires multiple public hearings requiring additional notices)
- ☒ FEE: The processing fee of \$1,350.00 shall be paid in full.

Note: An affidavit from the current property owner stating that she supports this request to extend the Regional Technology and Industry Zoning Overlay is attached as **EXHIBIT F**

EXHIBIT A: Legal Description

PARCEL 1:

NORTH HALF AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO STEVEN GEORGE SMITH AND KAY SMITH IN THAT CERTAIN WARRANTY DEED RECORDED JUNE 12, 1997 AS ENTRY NO. 44889 IN BOOK 4293 AT PAGE 427 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO SHARK INVESTMENTS CORP., INC. IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 06, 2009 AS ENTRY NO. 35757:2009 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°36'26" EAST 369.61 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°36'26" EAST 12.00 FEET; THENCE SOUTH 00°42'29" EAST 115.71; THENCE EAST 32.80 FEET; THENCE SOUTH 101.00 FEET; THENCE WEST 101.00 FEET; THENCE NORTH 101.00 FEET; THENCE EAST 56.20 FEET; THENCE NORTH 00°42'29" WEST 115.80 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO SHARK INVESTMENTS CORP., INC. IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MAY 04, 2009 AS ENTRY NO. 48701:2009 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°36'26" EAST 94.33 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°36'26" EAST 14.01 FEET; THENCE SOUTH 01°28'18" EAST 140.64; THENCE SOUTH 89°37'35" EAST 88.13 FEET; THENCE SOUTH 00°22'25" WEST 97.00 FEET; THENCE NORTH 89°37'35" WEST 105.00 FEET; THENCE NORTH 00°22'25" EAST 97.00 FEET; THENCE SOUTH 89°37'35" EAST 2.86 FEET; THENCE NORTH 01°28'18" WEST 140.64 TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT A POINT 82.5 FEET EAST OF THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 412.5 FEET, THENCE SOUTH 5,280 FEET; THENCE EAST 825 FEET; THENCE NORTH 1,056 FEET; THENCE WEST 412.5 FEET; THENCE NORTH 4,224 FEET TO THE POINT OF BEGINNING.

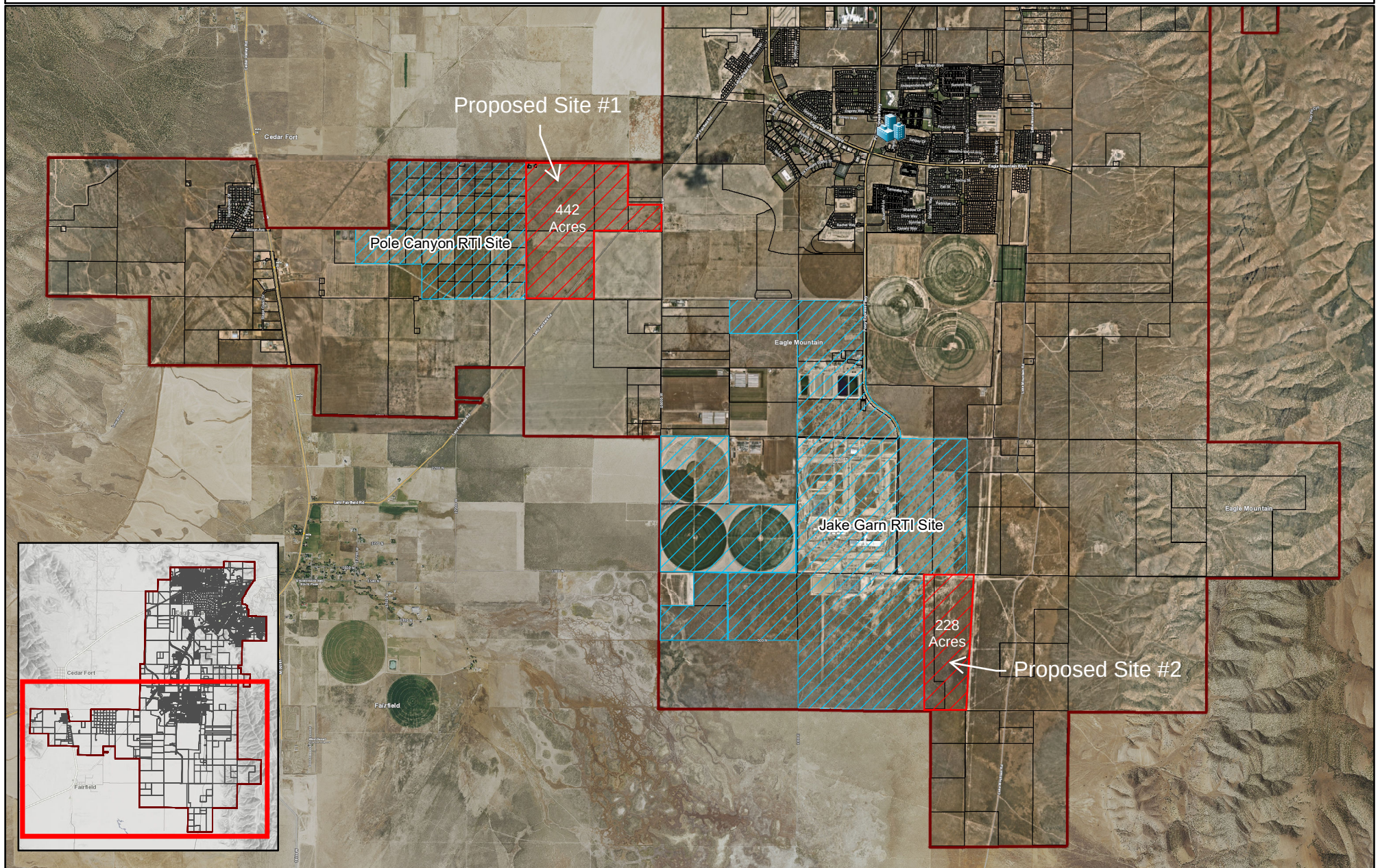
PARCEL 3:

SOUTHWEST QUARTER OF NORTHEAST QUARTER; SOUTHEAST QUARTER OF NORTHWEST QUARTER; EAST HALF OF SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; ALSO LOTS 3 AND 4; SOUTH HALF OF SOUTHEAST QUARTER; AND NORTHEAST QUARTER OF SOUTHEAST QUARTER; NORTHEAST QUARTER OF NORTHWEST QUARTER; NORTH HALF OF NORTHEAST QUARTER AND LOTS 1 AND 2 OF SAID SECTION 31.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY:

COMMENCING AT A POINT 82.5 FEET EAST OF THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 412.5 FEET, THENCE SOUTH 5,280 FEET; THENCE EAST 825 FEET; THENCE NORTH 1,056 FEET; THENCE WEST 412.5 FEET; THENCE NORTH 4,224 FEET TO THE POINT OF BEGINNING.

Regional Technology and Industry Overlay Zone


 RTI Overlay Zone

 City Hall

 City Boundary

 Proposed RTI Overlay Zone Expansion

 Parcels


0 0.5 1 2 Miles



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

Contact Eagle Mountain City
Engineering/GIS Department
903-799-6662

EXHIBIT C: Existing Conditions

A complete Phase I ESA report has been conducted on both proposed sites. Included in Exhibit C is an excerpt from the Phase I reports, including maps showing existing conditions. The complete Phase I reports and additional cultural and geotechnical reports are available upon request.



Property Information

Order Number: 23010600877p
Date Completed: January 8, 2023
Project Number:
Project Property: SLC1059
Monte Vista Ranch Eagle Mountain UT
Coordinates:
Latitude: 40.25429484
Longitude: -112.00342742
UTM Northing: 4456464.95619 Meters
UTM Easting: 414665.58107 Meters
UTM Zone: UTM Zone 12T
Elevation: 4,838.40 ft
Slope Direction: N/A

Topographic Information.....	2
Hydrologic Information.....	12
Geologic Information.....	20
Soil Information.....	23
Wells and Additional Sources.....	29
Summary.....	34
Detail Report.....	36
Radon Information.....	47
Appendix.....	48
Liability Notice.....	50

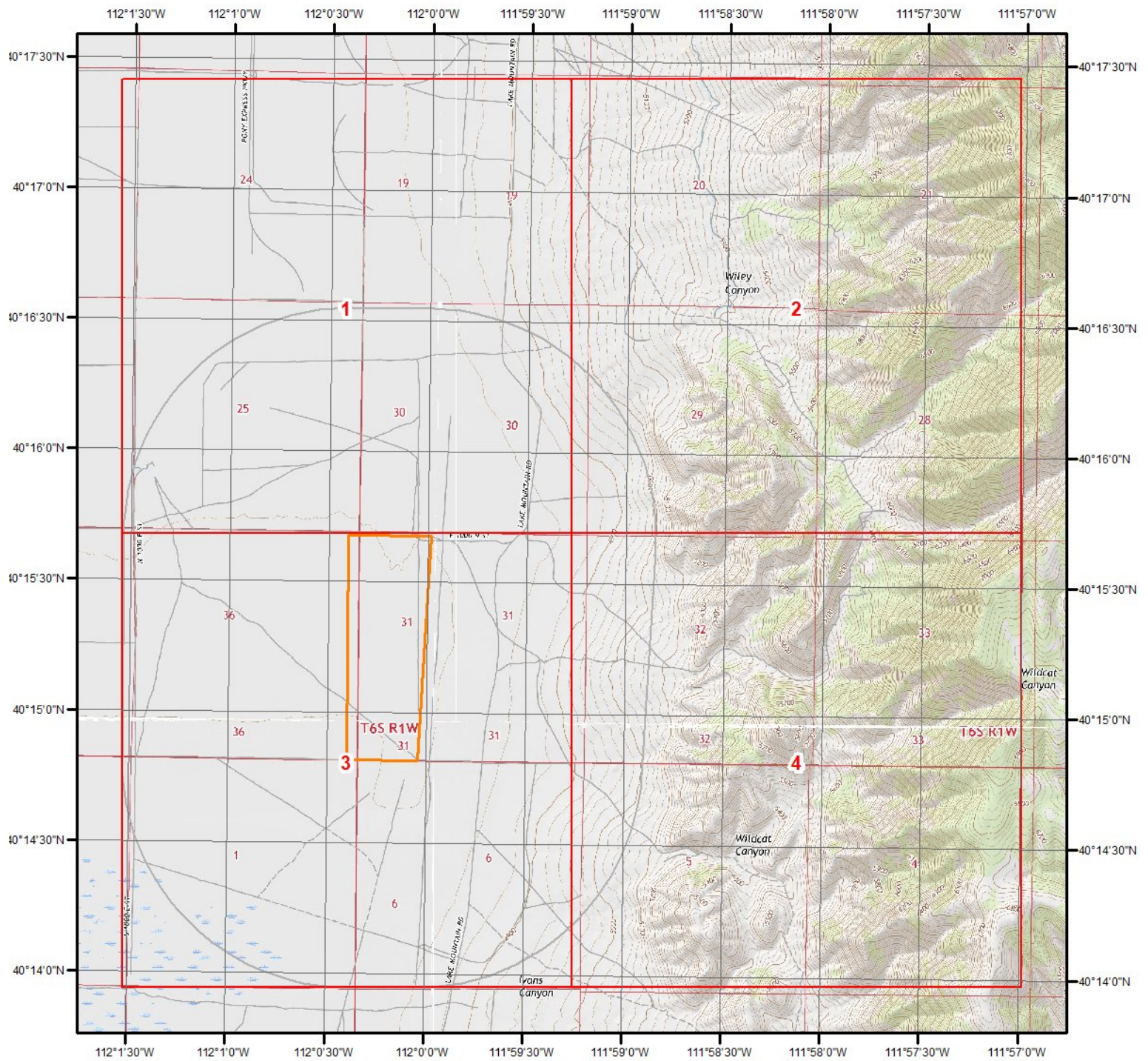
The ERIS **Physical Setting Report - PSR** provides comprehensive information about the physical setting around a site and includes a complete overview of topography and surface topology, in addition to hydrologic, geologic and soil characteristics. The location and detailed attributes of oil and gas wells, water wells, public water systems and radon are also included for review.

The compilation of both physical characteristics of a site and additional attribute data is useful in assessing the impact of migration of contaminants and subsequent impact on soils and groundwater.

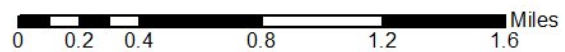
Disclaimer

This Report does not provide a full environmental evaluation for the site or adjacent properties. Please see the terms and disclaimer at the end of the Report for greater detail.

Topographic Information



Current USGS Topo (2017)

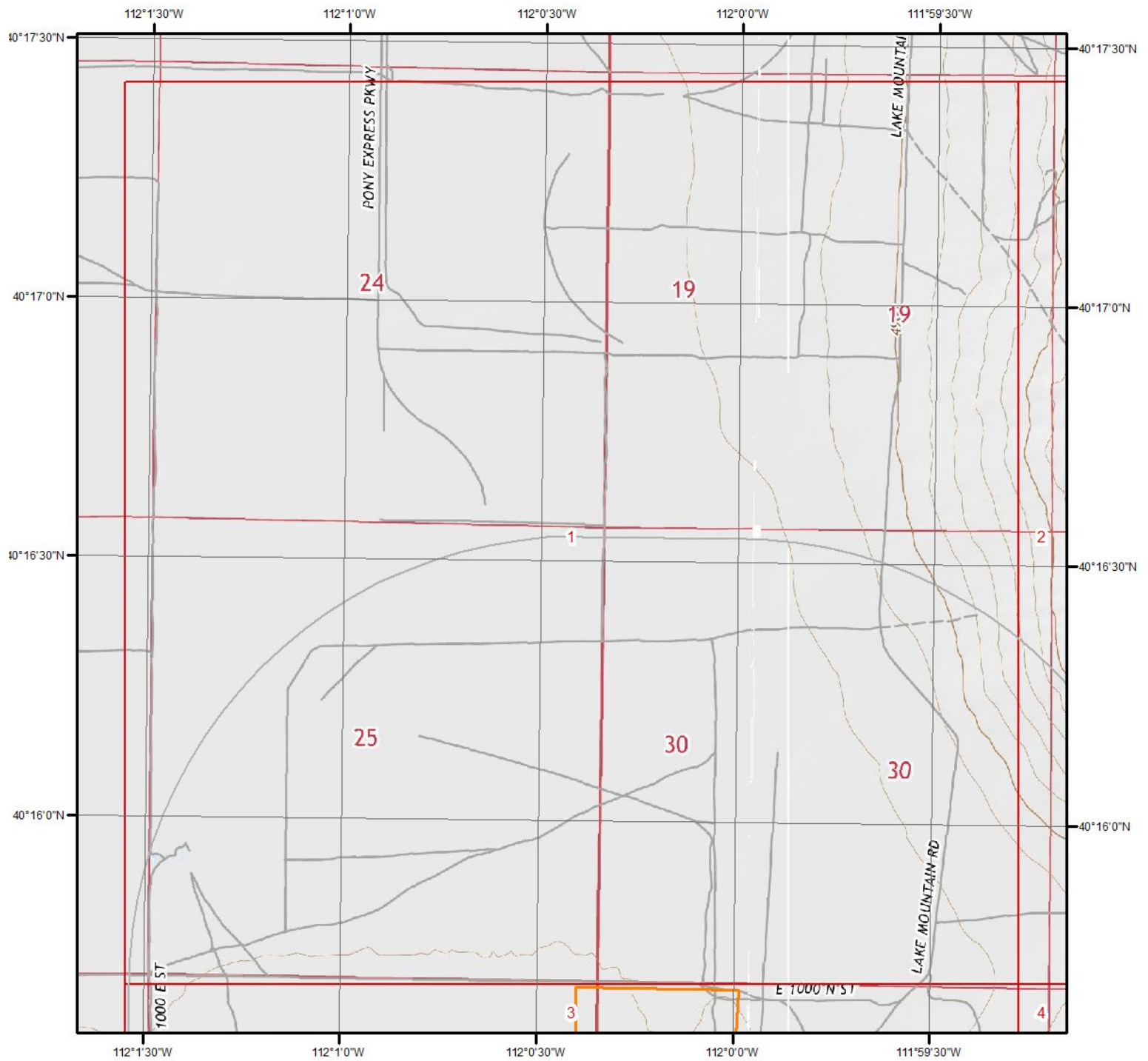


**Quadrangle(s): Cedar Fort,UT; Goshen Pass,UT; Saratoga Springs,UT;
Soldiers Pass,UT**

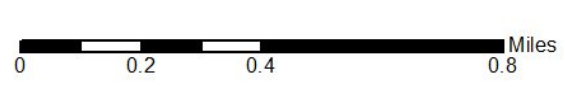
Source: USGS 7.5 Minute Topographic Map



Topographic Information



Current USGS Topo - Page 1

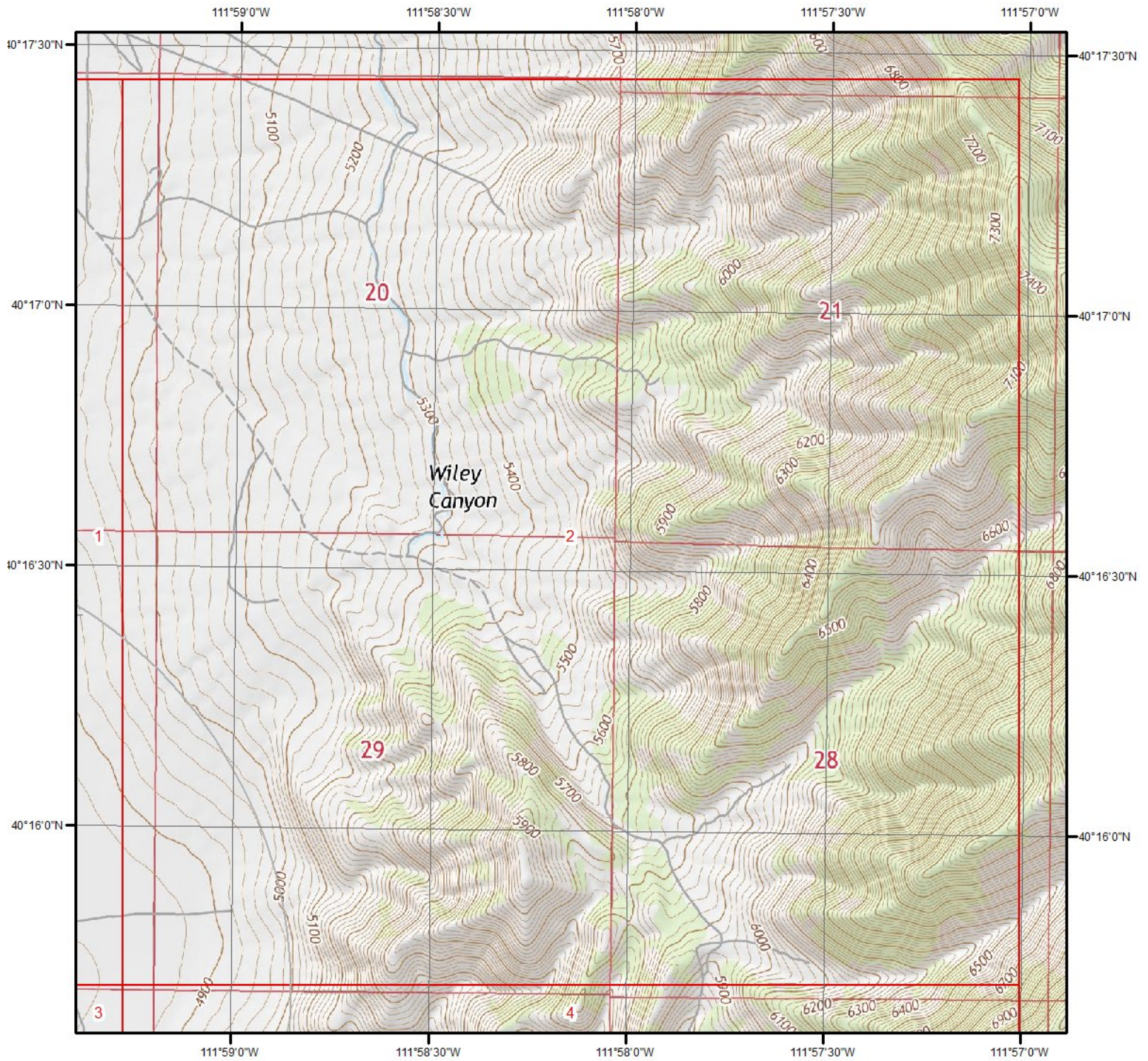


Quadrangle(s): Cedar Fort, UT; Saratoga Springs, UT

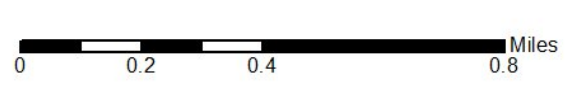
Source: USGS 7.5 Minute Topographic Map



Topographic Information



Current USGS Topo - Page 2

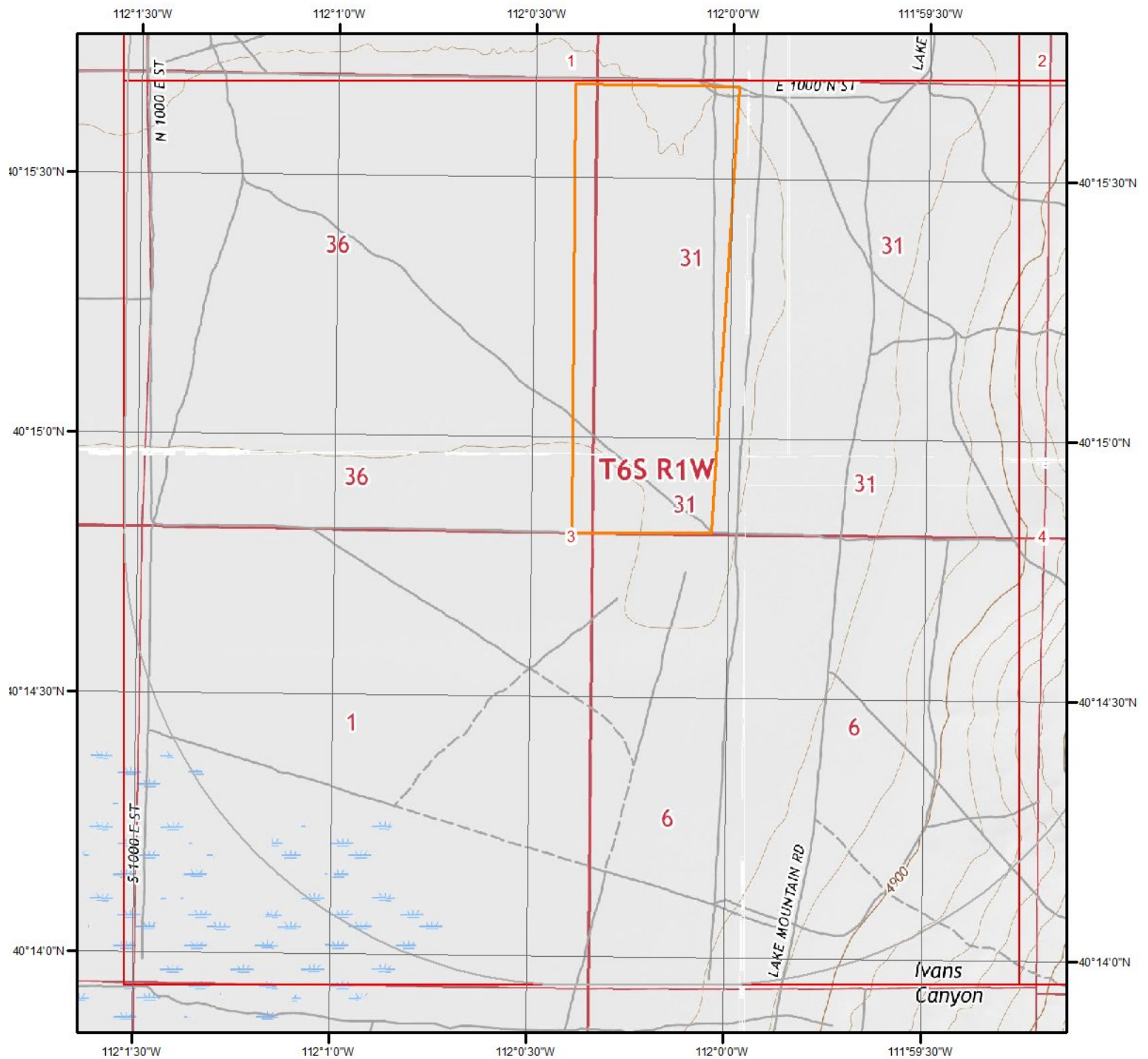


Quadrangle(s): Saratoga Springs, UT

Source: USGS 7.5 Minute Topographic Map



Topographic Information



Current USGS Topo - Page 3

0 0.2 0.4 0.8 Miles

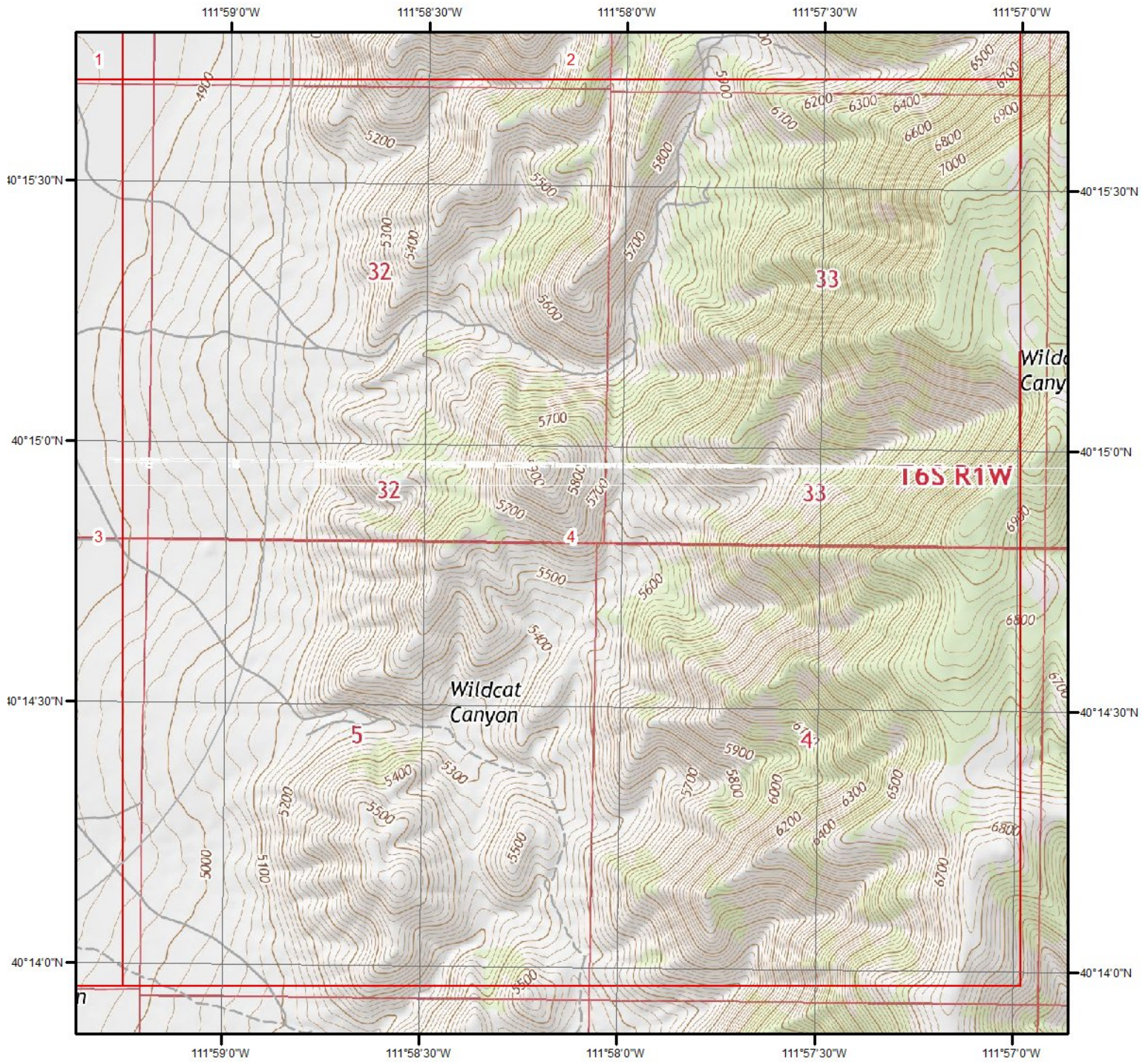


**Quadrangle(s): Cedar Fort,UT; Goshen Pass,UT; Saratoga Springs,UT;
Soldiers Pass,UT**

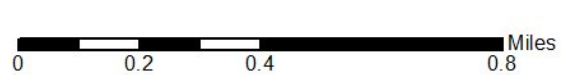
Source: USGS 7.5 Minute Topographic Map



Topographic Information



Current USGS Topo - Page 4



Quadrangle(s): Saratoga Springs, UT; Soldiers Pass, UT

Source: USGS 7.5 Minute Topographic Map

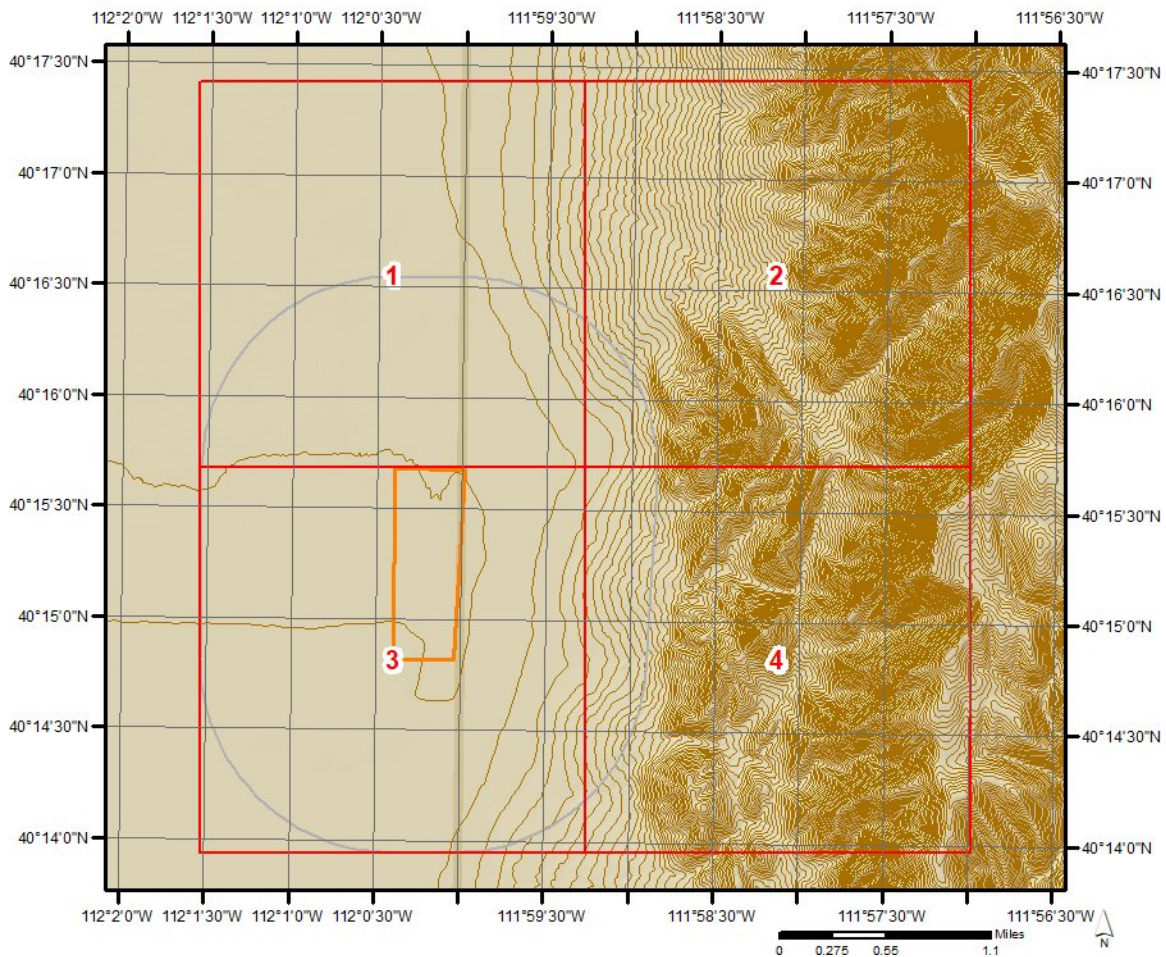


Topographic Information

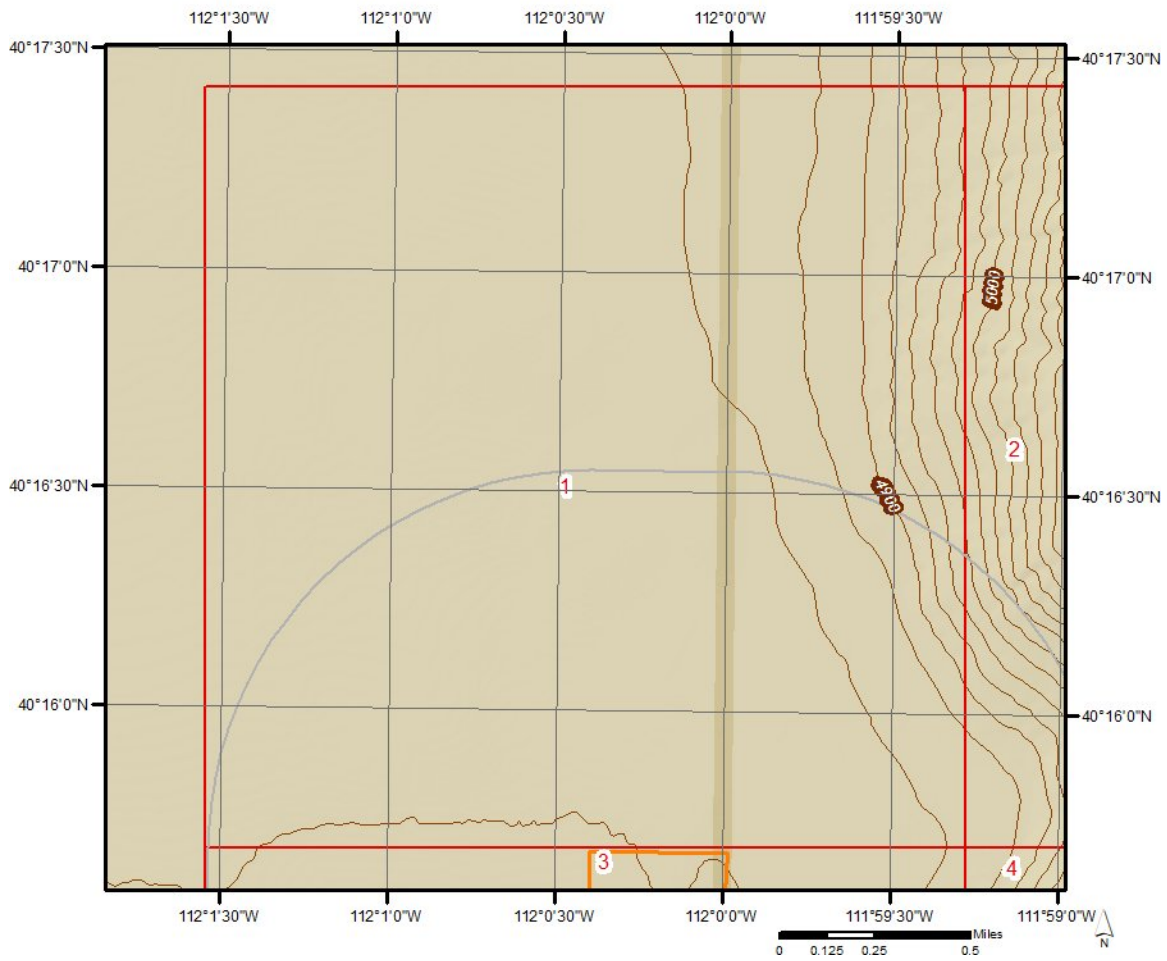
The previous topographic map(s) are created by seamlessly merging and cutting current USGS topographic data. Below are shaded relief map(s), derived from USGS elevation data to show surrounding topography in further detail.

Topographic information at project property:

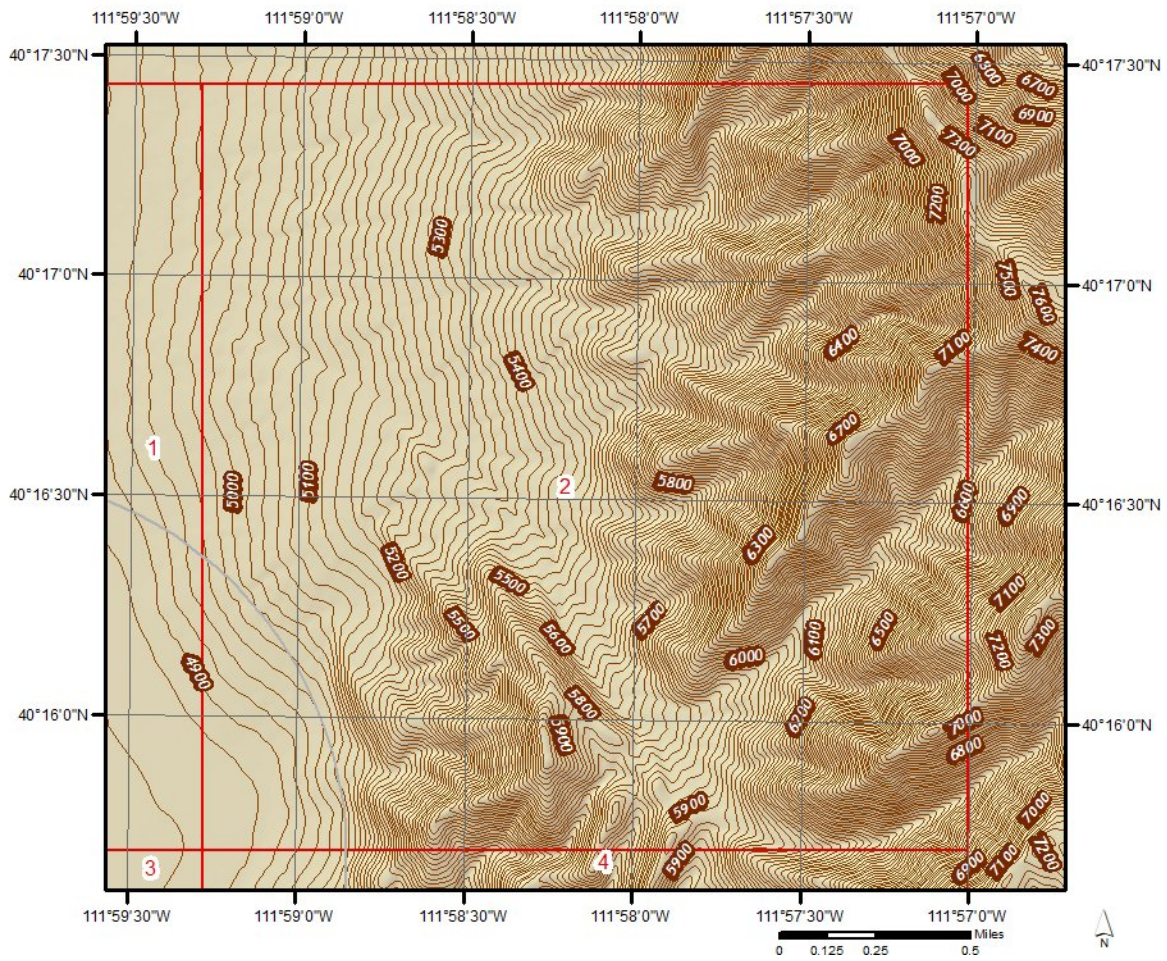
Elevation: 4,838.40 ft
Slope Direction: N/A



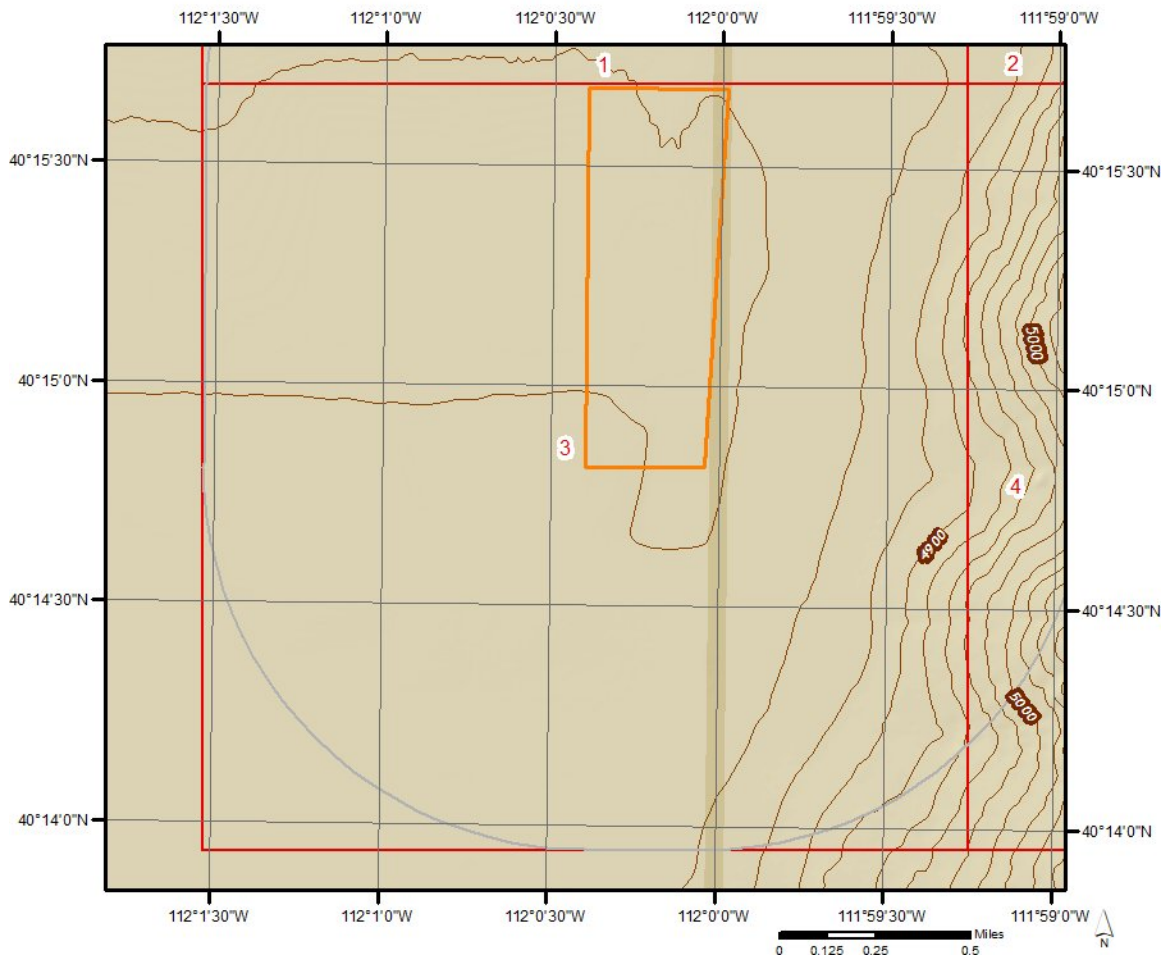
Topographic Information



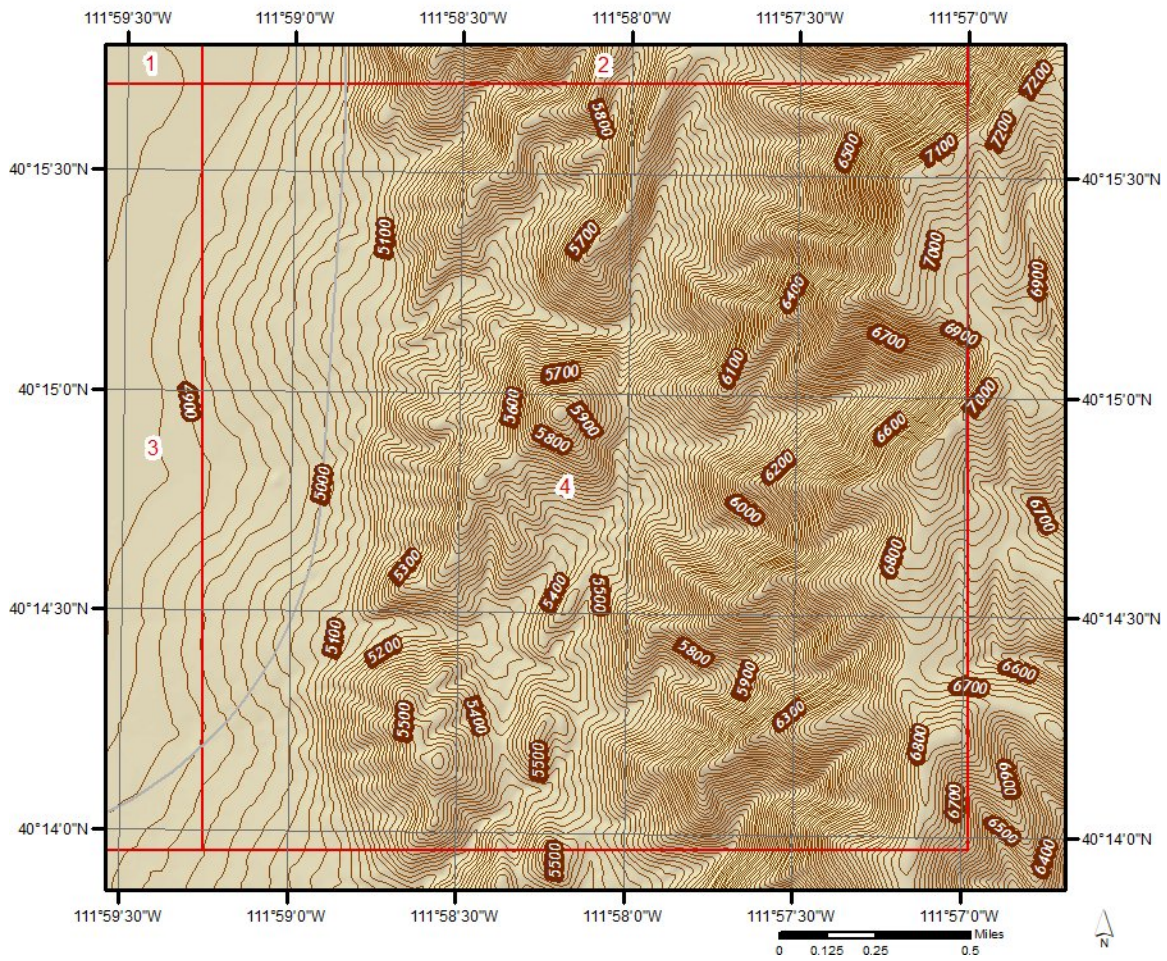
Topographic Information



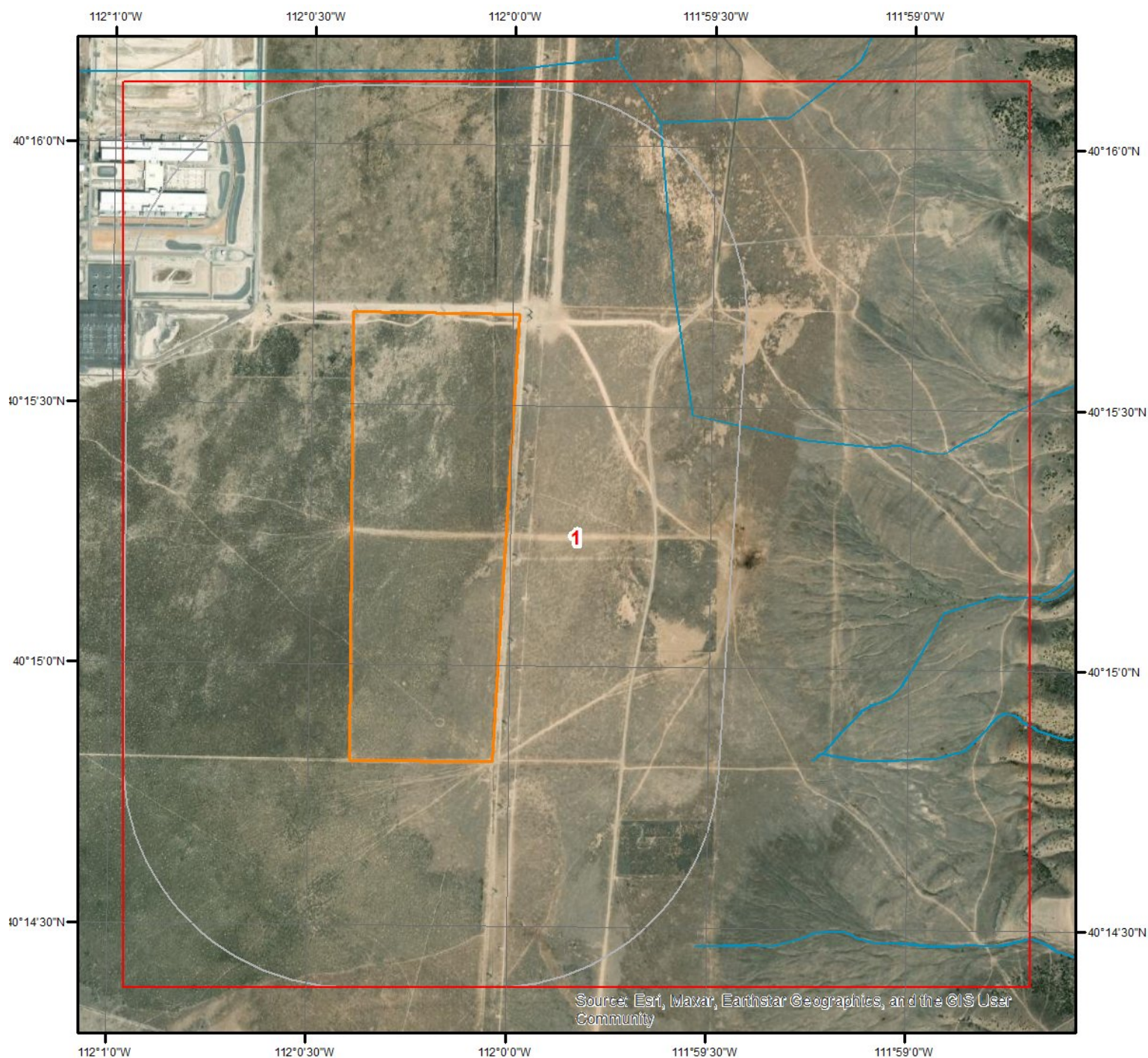
Topographic Information



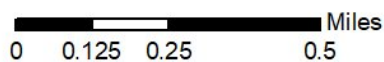
Topographic Information



Hydrologic Information



Wetland



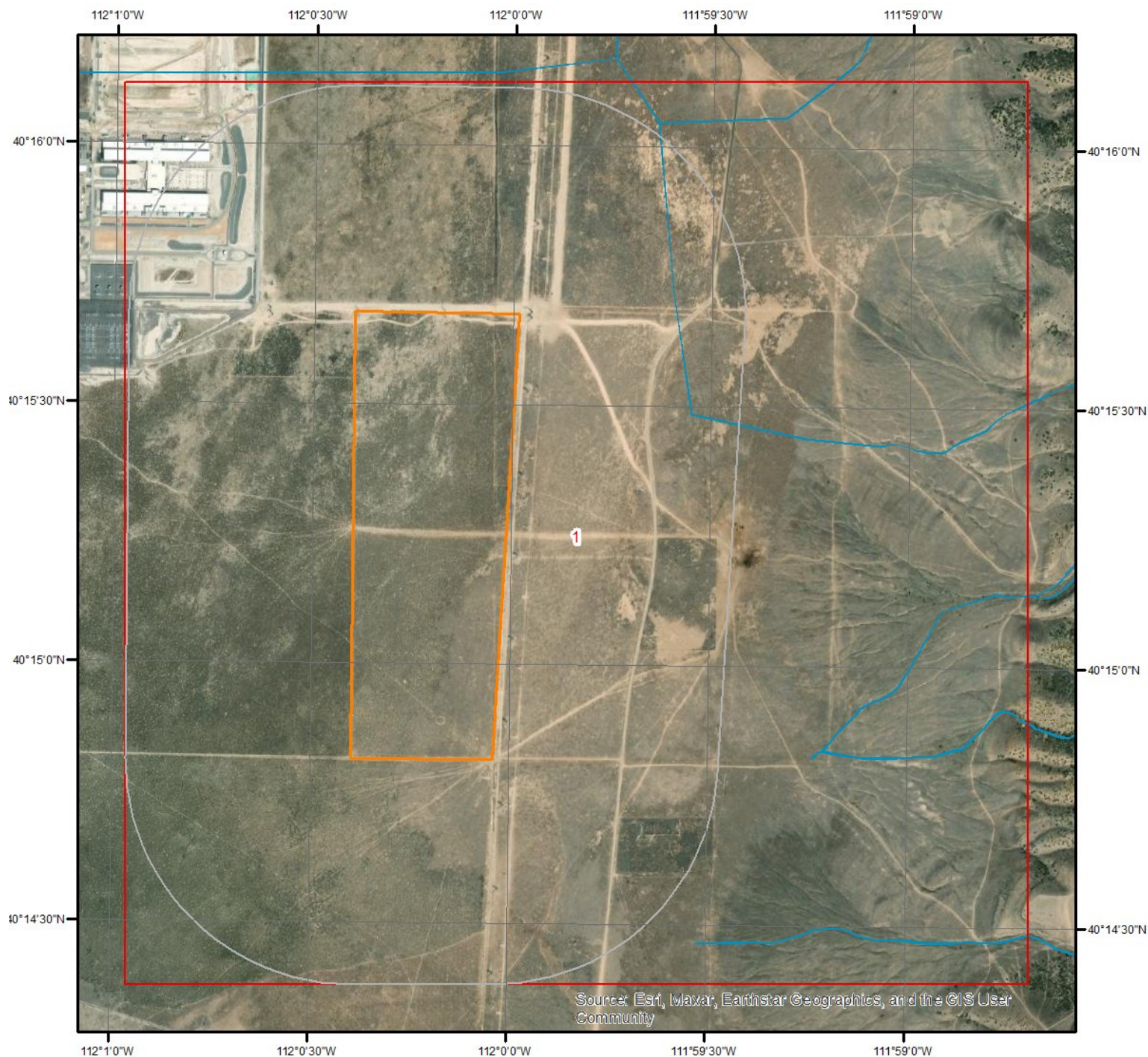
This map shows wetland existence using data from US Fish & Wildlife. Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland

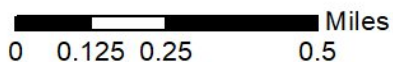
- Freshwater Pond
- Lake
- Other
- Riverine



Hydrologic Information



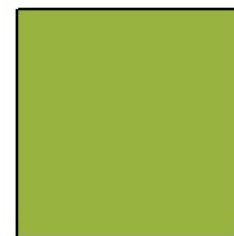
Wetland Type - Page 1



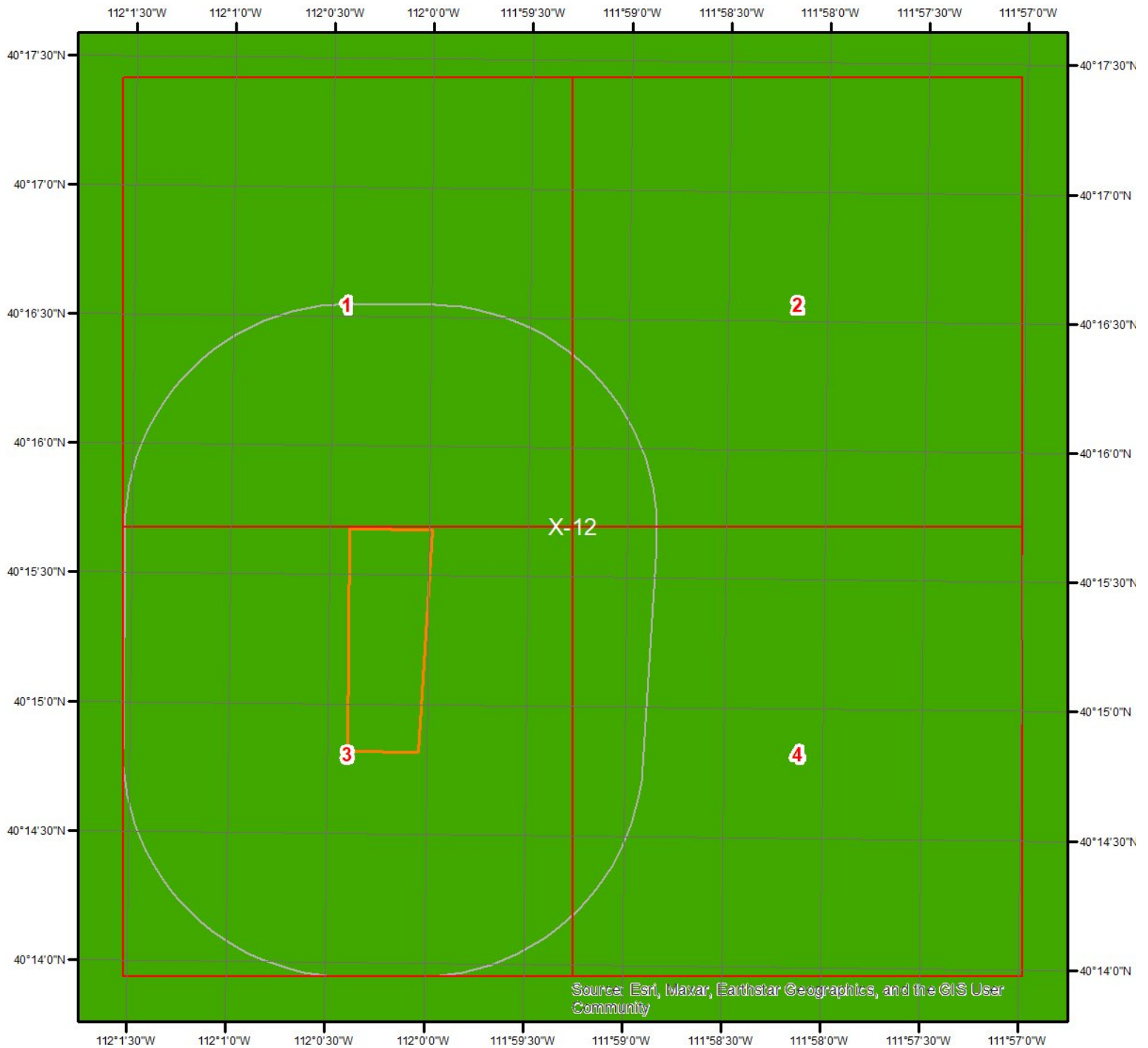
This map shows wetland existence using data from US Fish & Wildlife.
Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland

- Freshwater Pond
- Lake
- Other
- Riverine



Hydrologic Information

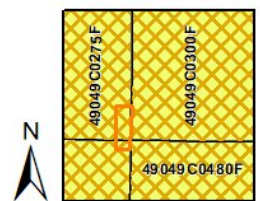


Flood Hazard Zones

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

A	AO	X
A99	V	OPEN WATER
AE	VE	NOT POPULATED
AH	D	AREA NOT INCLUDED

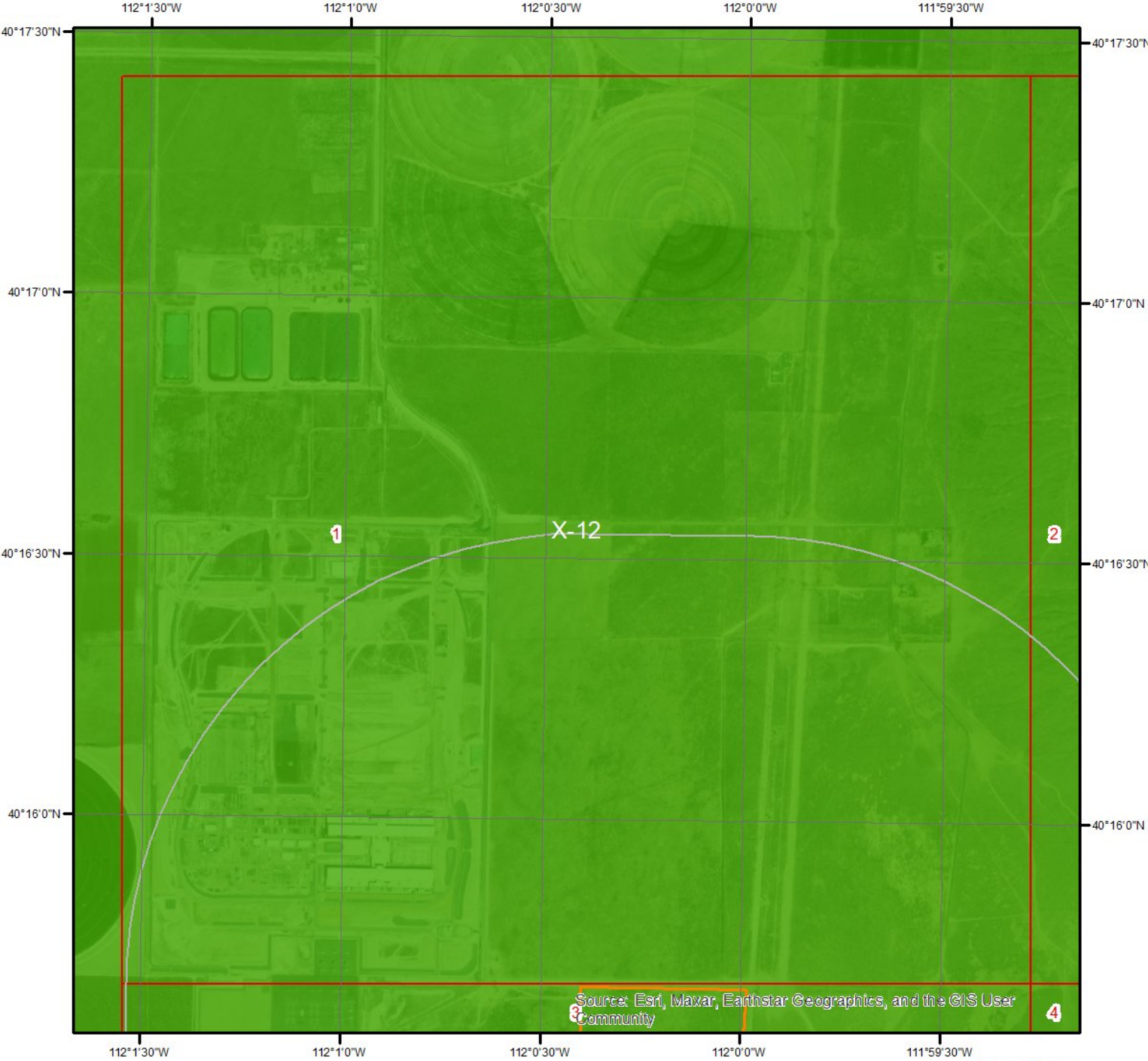
0 0.2 0.4 0.8 Miles



Quadrangle(s): Cedar Fort, UT; Goshen Pass, UT; Saratoga Springs, UT; Soldiers Pass, UT



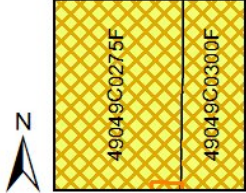
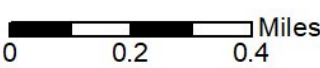
Hydrologic Information



Flood Hazard Zones - Page 1

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

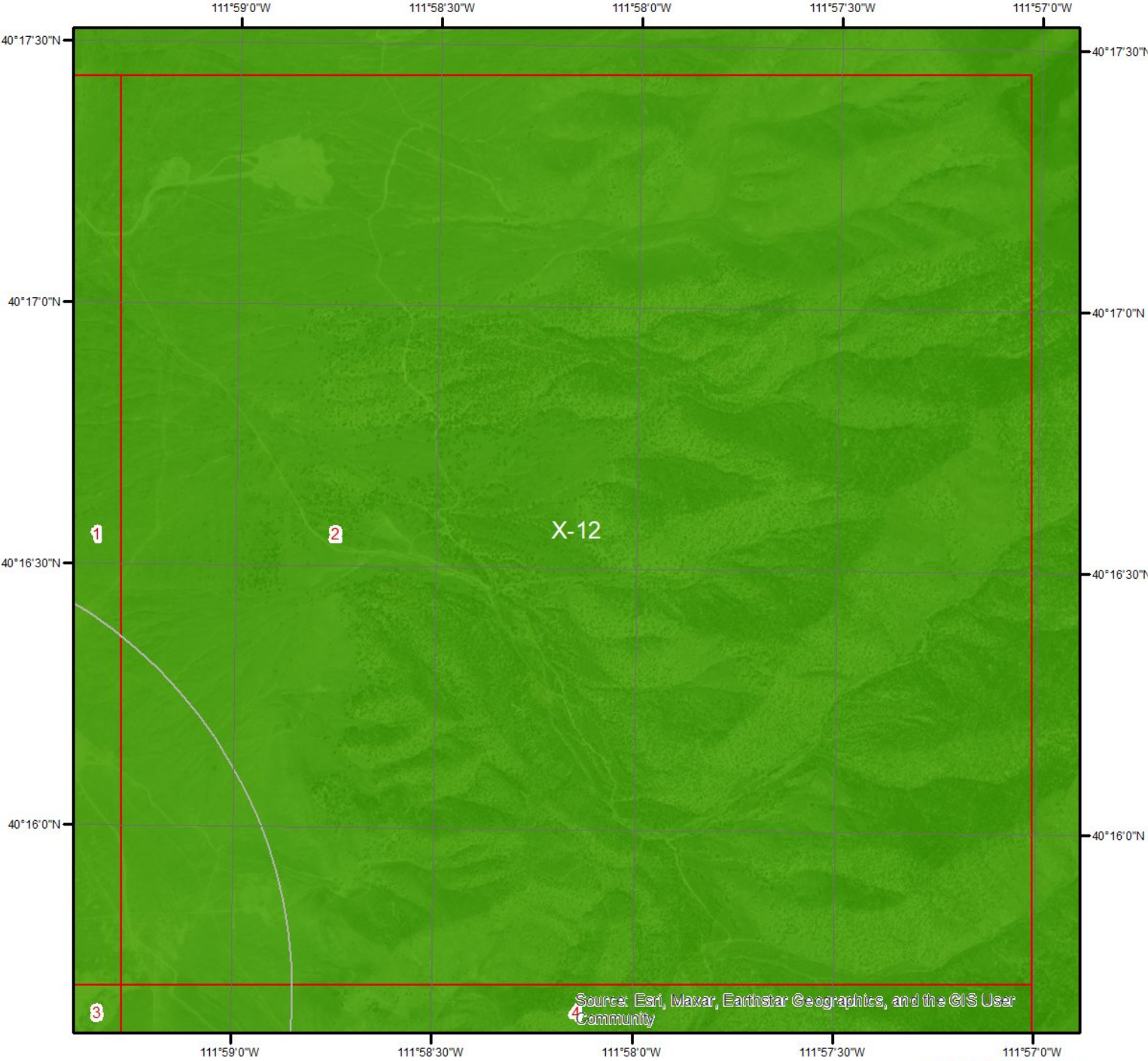
A	AO	X
A99	V	OPEN WATER
AE	VE	NOT POPULATED
AH	D	AREA NOT INCLUDED



Quadrangle(s): Cedar Fort, UT; Saratoga Springs, UT



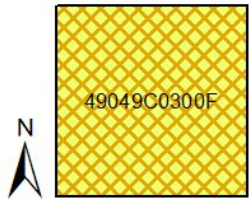
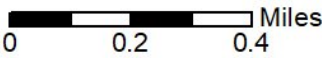
Hydrologic Information



Flood Hazard Zones - Page 2

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

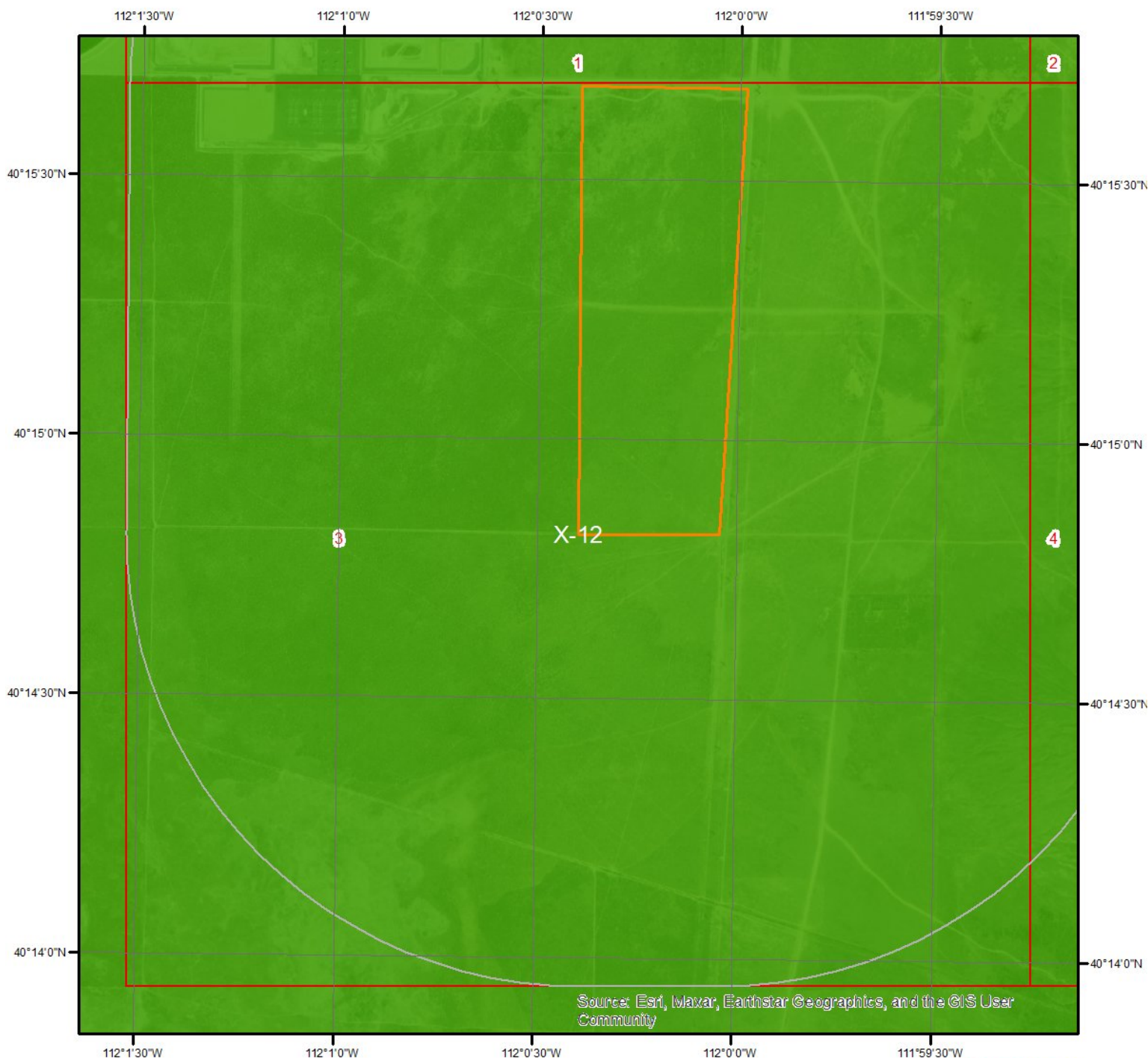
	A		AO		X
	A99		V		OPEN WATER
	AE		VE		NOT POPULATED
	AH		D		AREA NOT INCLUDED



Quadrangle(s): Saratoga Springs, UT



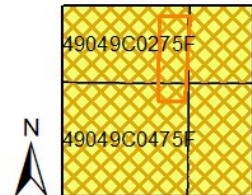
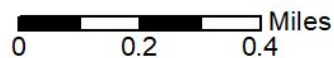
Hydrologic Information



Flood Hazard Zones - Page 3

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

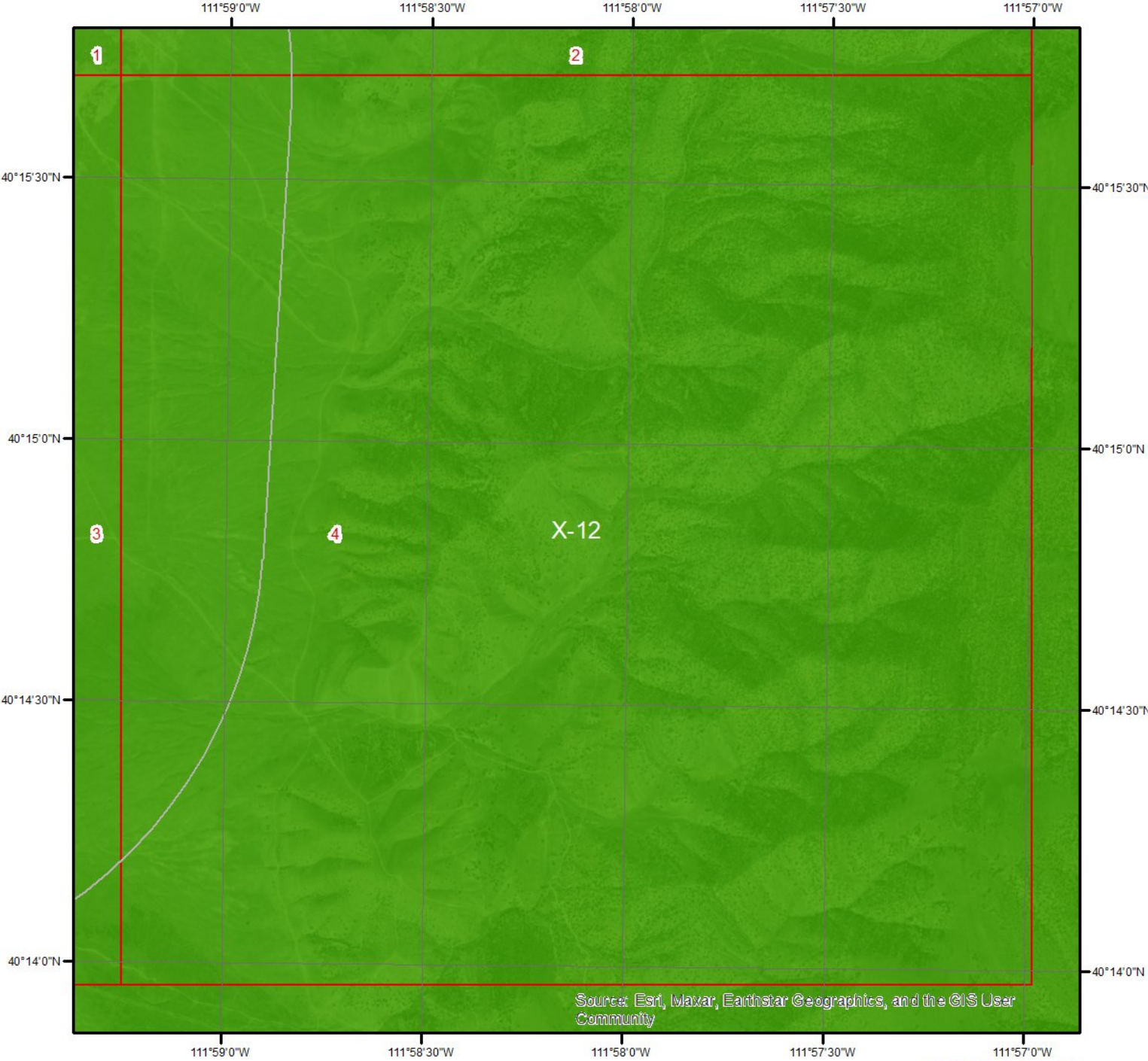
	A		AO		X
	A99		V		OPEN WATER
	AE		VE		NOT POPULATED
	AH		D		AREA NOT INCLUDED



Quadrangle(s): Cedar Fort, UT; Goshen Pass, UT; Saratoga Springs, UT; Soldiers



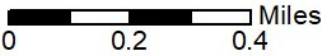
Hydrologic Information



Flood Hazard Zones - Page 4

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

- | | | |
|-----|----|-------------------|
| A | AO | X |
| A99 | V | OPEN WATER |
| AE | VE | NOT POPULATED |
| AH | D | AREA NOT INCLUDED |



Quadrangle(s): Saratoga Springs, UT;
Soldiers Pass, UT



Hydrologic Information

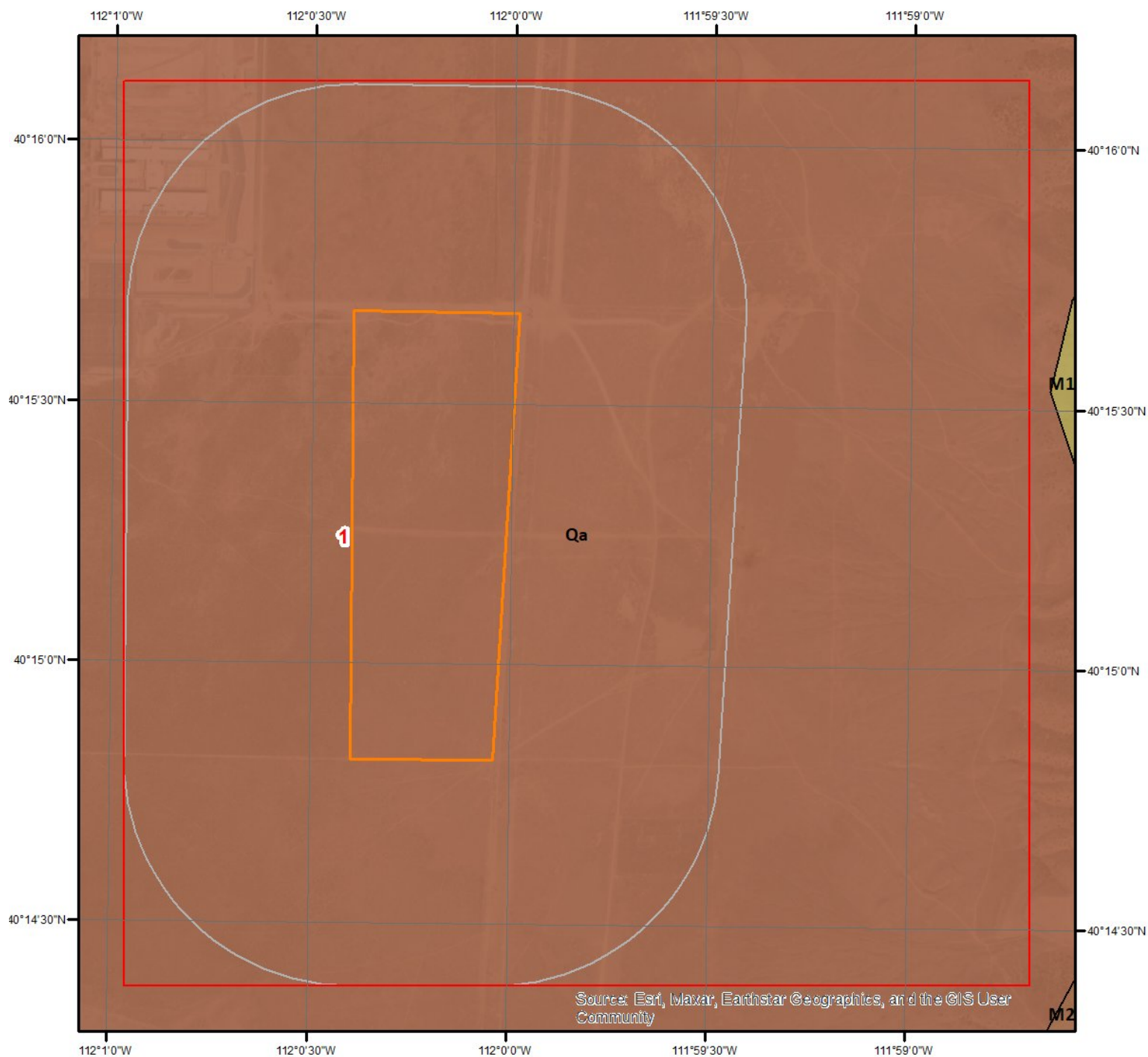
The Wetland Type map shows wetland existence overlaid on an aerial imagery. The Flood Hazard Zones map shows FEMA flood hazard zones overlaid on an aerial imagery. Relevant FIRM panels and detailed zone information is provided below. For detailed Zone descriptions please click the link: <https://floodadvocate.com/fema-zone-definitions>

Available FIRM Panels in area:	49049C0480F(effective:2020-06-19) 49049C0275F(effective:2020-06-19) 49049C0475F(effective:2020-06-19) 49049C0300F(effective:2020-06-19)
--------------------------------	--

Flood Zone X-12

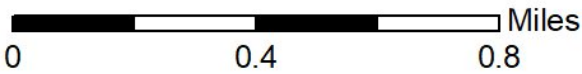
Zone:	X
Zone subtype:	AREA OF MINIMAL FLOOD HAZARD

Geologic Information

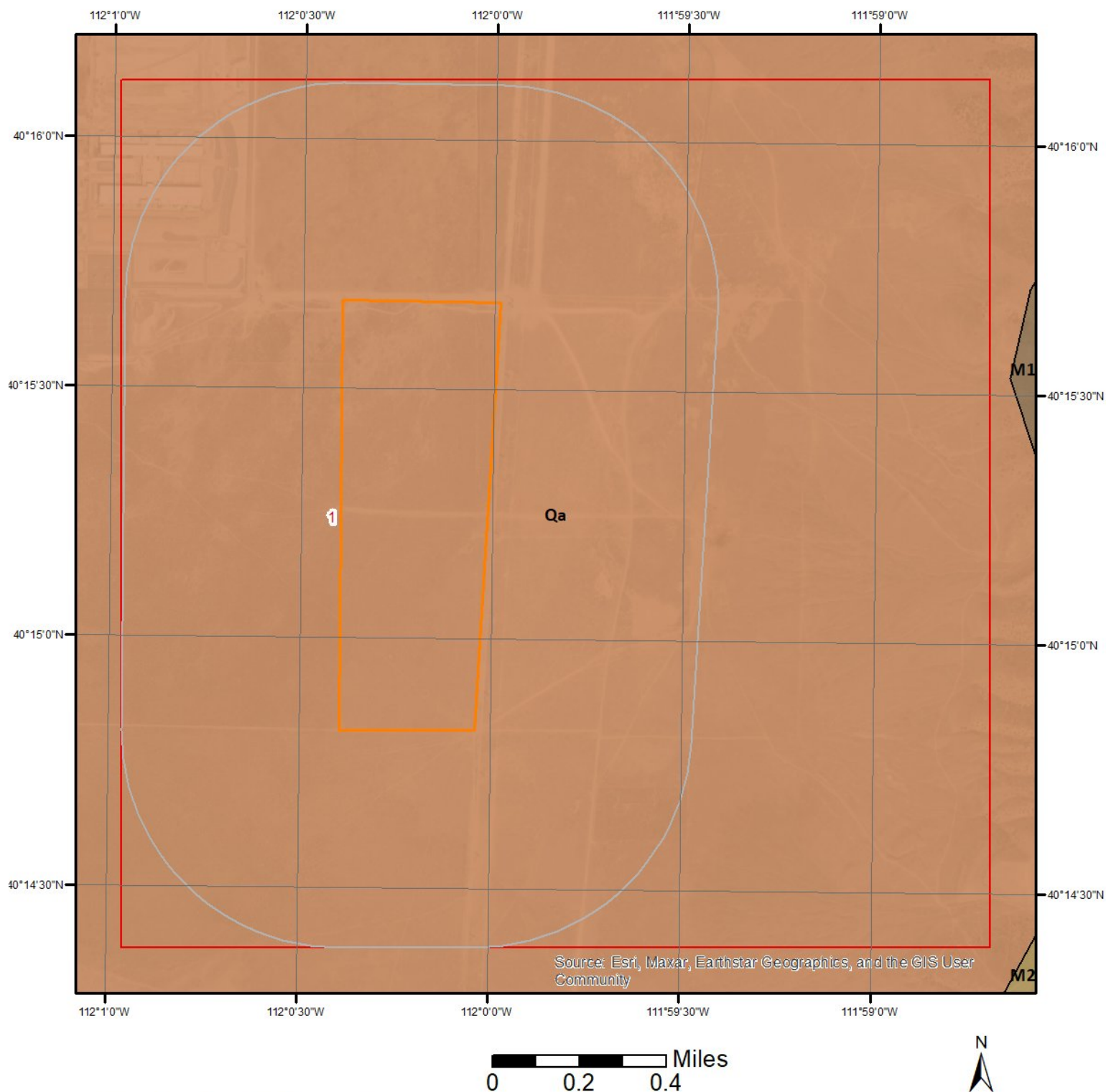


Geologic Units

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



Geologic Information



Geologic Units - Page 1

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



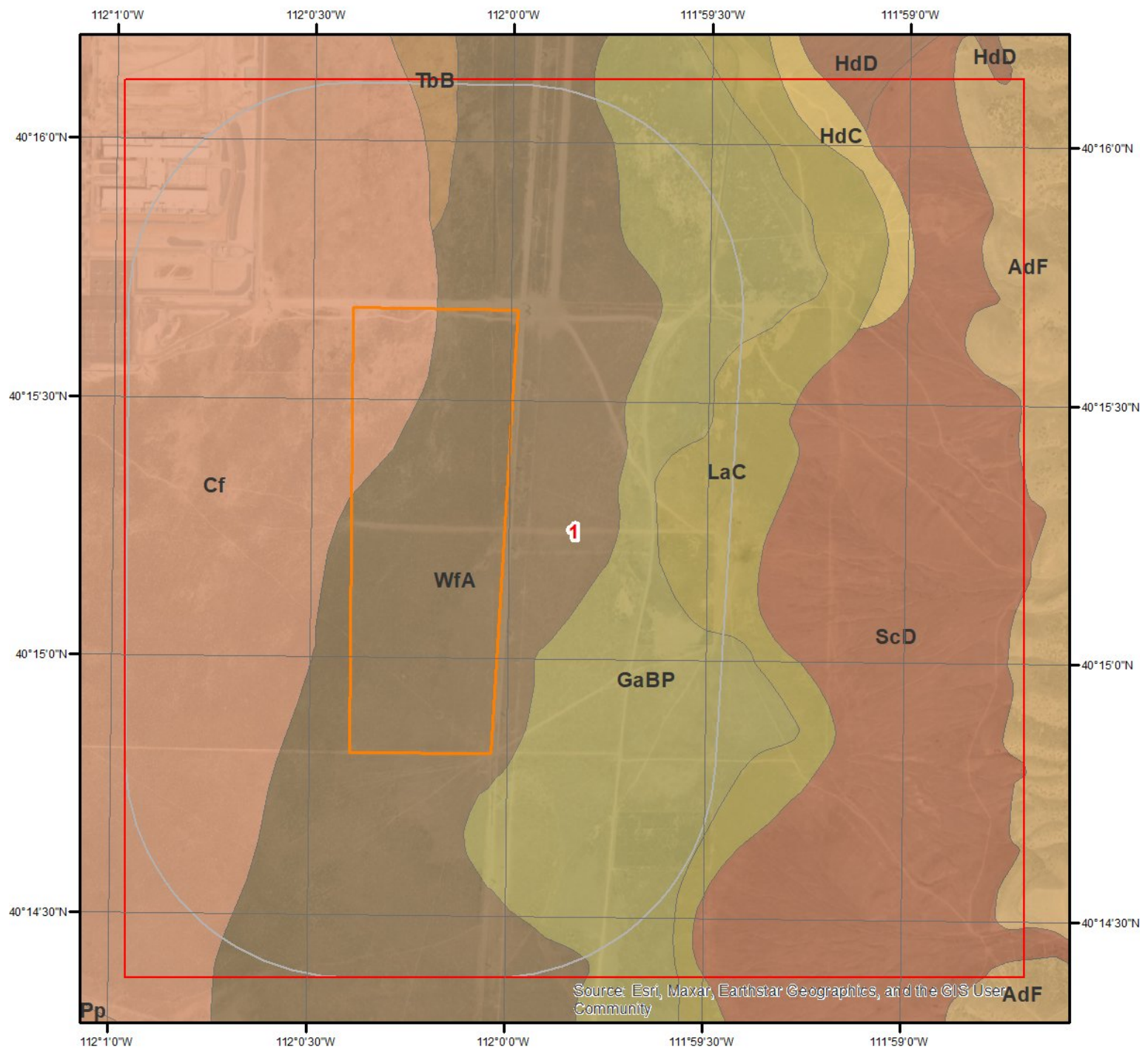
Geologic Information

The previous page shows USGS geology information. Detailed information about each unit is provided below.

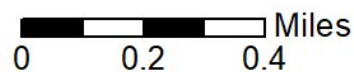
Geologic Unit Qa

Unit Name:	Quaternary alluvium and colluvium
Unit Age:	Quaternary
Primary Rock Type:	alluvium
Secondary Rock Type:	colluvium
Unit Description:	No description available.

Soil Information



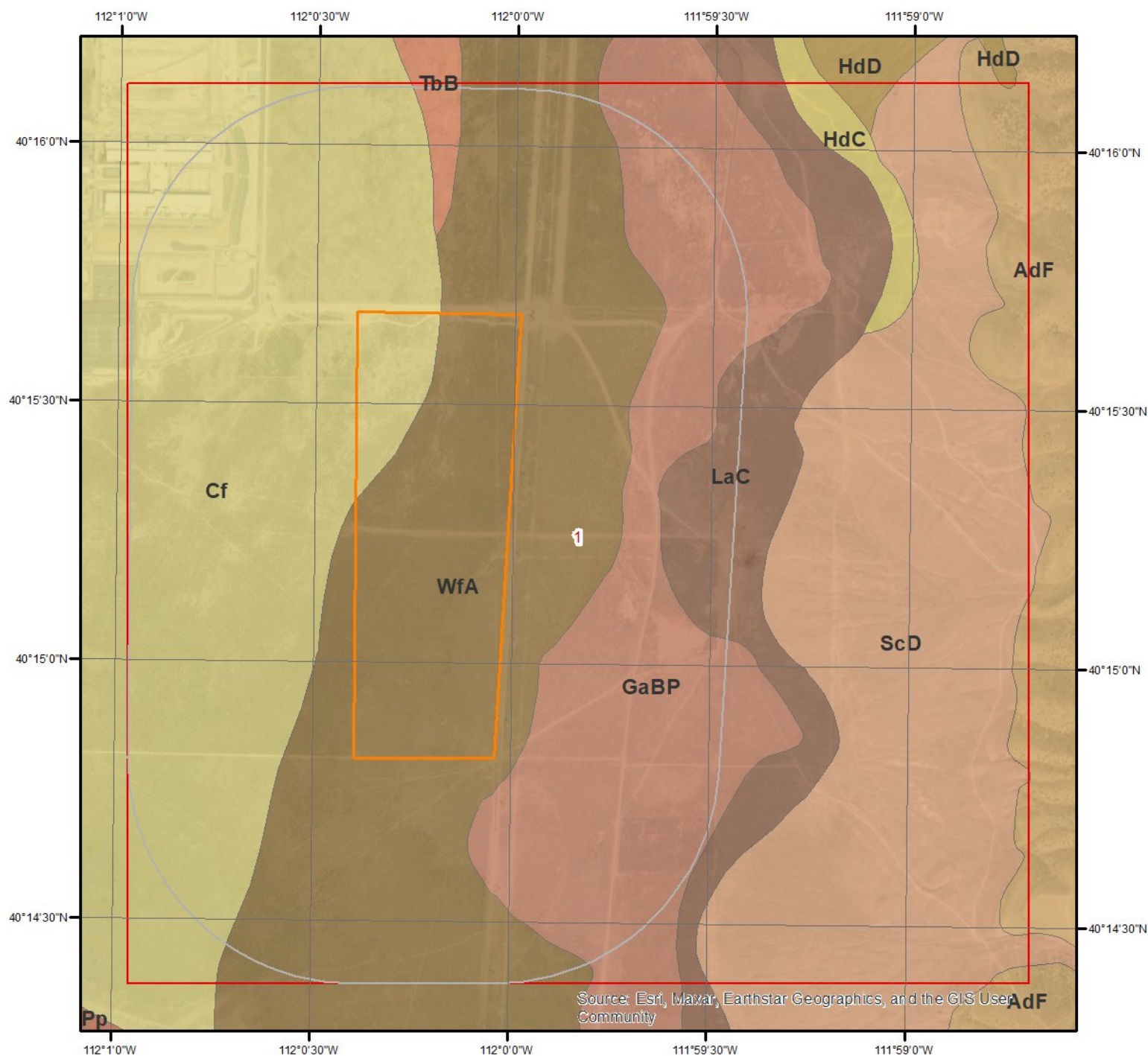
SSURGO Soils



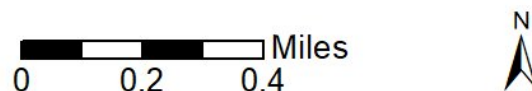
This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.



Soil Information



SSURGO Soils - Page 1



This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.



Soil Information

The previous page shows a soil map using SSURGO data from USDA Natural Resources Conservation Service. Detailed information about each unit is provided below.

Map Unit Cf (68.4%)

Map Unit Name:	Cheebe silty clay loam
Bedrock Depth - Min:	null
Watertable Depth - Annual Min:	null
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	D - Soils in this group have high runoff potential when thoroughly wet. Water movement through the soil is restricted or very restricted.

Major components are printed below

Cheebe(80%)

horizon A11(0cm to 5cm)	Silty clay loam
horizon A12(5cm to 10cm)	Silty clay loam
horizon A13(10cm to 20cm)	Silty clay loam
horizon B1(20cm to 38cm)	Silty clay
horizon B21t(38cm to 51cm)	Silty clay
horizon B22t(51cm to 79cm)	Silty clay
horizon B3ca(79cm to 112cm)	Silty clay
horizon C1ca(112cm to 140cm)	Silty clay loam
horizon C2(140cm to 165cm)	Clay

Component Description:

Minor map unit components are excluded from this report.

Map Unit: Cf - Cheebe silty clay loam

Component: Cheebe (80%)

The Cheebe component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on lake terraces. The parent material consists of lake sediment derived from limestone, sandstone & shale. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is high. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R028AY004UT Alkali Flat (black Greasewood) ecological site. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 45 percent. The soil has a slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 27 within 30 inches of the soil surface.

Component: Woodrow (5%)

Generated brief soil descriptions are created for major soil components. The Woodrow soil is a minor component.

Component: Cheebe (5%)

Generated brief soil descriptions are created for major soil components. The Cheebe soil is a minor component.

Component: Harding (5%)

Generated brief soil descriptions are created for major soil components. The Harding soil is a minor component.

Component: Goldrun (5%)

Generated brief soil descriptions are created for major soil components. The Goldrun soil is a minor component.

Map Unit GaBP (3.4%)

Map Unit Name:	Genola fine sandy loam, hummocky, 1 to 2 percent slopes
Bedrock Depth - Min:	null

Soil Information

Watertable Depth - Annual Min: null
Drainage Class - Dominant: Well drained
Hydrologic Group - Dominant: B - Soils in this group have moderately low runoff potential when thoroughly wet. Water transmission through the soil is unimpeded.

Major components are printed below

Genola(75%)

horizon A1(0cm to 3cm)	Fine sandy loam
horizon A12(3cm to 15cm)	Fine sandy loam
horizon C1(15cm to 38cm)	Silt loam
horizon C2(38cm to 74cm)	Silt loam
horizon C3(74cm to 107cm)	Silt loam
horizon C4(107cm to 152cm)	Silt loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: GaBP - Genola fine sandy loam, hummocky, 1 to 2 percent slopes

Component: Genola (75%)

The Genola component makes up 75 percent of the map unit. Slopes are 1 to 2 percent. This component is on flood plains, alluvial fans. The parent material consists of alluvium derived from limestone and sandstone and/or alluvium derived from igneous rock. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. This component is in the R028AY220UT Semidesert Loam (wyoming Big Sagebrush) ecological site. Nonirrigated land capability classification is 6s. Irrigated land capability classification is 2e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 30 percent. There are no saline horizons within 30 inches of the soil surface.

Component: LINOYER (10%)

Generated brief soil descriptions are created for major soil components. The LINOYER soil is a minor component.

Component: GENOLA (10%)

Generated brief soil descriptions are created for major soil components. The GENOLA soil is a minor component.

Component: MEDBURN (5%)

Generated brief soil descriptions are created for major soil components. The MEDBURN soil is a minor component.

Map Unit LaC (11.39%)

Map Unit Name: Linoyer very fine sandy loam, 2 to 5 percent slopes
Bedrock Depth - Min: null
Watertable Depth - Annual Min: null
Drainage Class - Dominant: Well drained
Hydrologic Group - Dominant: B - Soils in this group have moderately low runoff potential when thoroughly wet. Water transmission through the soil is unimpeded.

Major components are printed below

Linoyer(85%)

horizon A1(0cm to 23cm)	Very fine sandy loam
horizon A2(23cm to 38cm)	Very fine sandy loam
horizon C1(38cm to 122cm)	Very fine sandy loam
horizon C2(122cm to 152cm)	Very fine sandy loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: LaC - Linoyer very fine sandy loam, 2 to 5 percent slopes

Soil Information

Component: Linoyer (85%)

The Linoyer component makes up 85 percent of the map unit. Slopes are 2 to 5 percent. This component is on lake plains, lake terraces, alluvial fans, intermontane basins. The parent material consists of alluvium and/or lacustrine deposits. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R028AY226UT Semidesert Sandy Loam (wyoming Big Sagebrush) ecological site. Nonirrigated land capability classification is 6e. Irrigated land capability classification is 3e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 30 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 3 within 30 inches of the soil surface.

Component: Unnamed soils (15%)

Generated brief soil descriptions are created for major soil components. The Unnamed soils soil is a minor component.

Map Unit TbB (0.54%)

Map Unit Name:	Thiokol silt loam, dry, 0 to 2 percent slopes
Bedrock Depth - Min:	null
Watertable Depth - Annual Min:	null
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	C - Soils in this group have moderately high runoff potential when thoroughly wet. Water transmission through the soil is somewhat restricted.

Major components are printed below

Thiokol(85%)

horizon A11(0cm to 8cm)	Silt loam
horizon A12(8cm to 15cm)	Silt loam
horizon A13(15cm to 25cm)	Silt loam
horizon B21(25cm to 43cm)	Silt loam
horizon B22(43cm to 58cm)	Silt loam
horizon C1ca(58cm to 91cm)	Silty clay loam
horizon C2ca(91cm to 119cm)	Silty clay loam
horizon C3(119cm to 152cm)	Silty clay loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: TbB - Thiokol silt loam, dry, 0 to 2 percent slopes

Component: Thiokol (85%)

The Thiokol component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on lake terraces. The parent material consists of lacustrine deposits derived from sedimentary rock and/or lacustrine deposits derived from igneous rock. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R028AY220UT Semidesert Loam (wyoming Big Sagebrush) ecological site. Nonirrigated land capability classification is 6e. Irrigated land capability classification is 3e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 35 percent. The soil has a very slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 15 within 30 inches of the soil surface.

Component: LINOYER (5%)

Generated brief soil descriptions are created for major soil components. The LINOYER soil is a minor component.

Component: GENOLA (5%)

Generated brief soil descriptions are created for major soil components. The GENOLA soil is a minor component.

Component: Woodrow (5%)

Generated brief soil descriptions are created for major soil components. The Woodrow soil is a minor component.

Soil Information

Map Unit WfA (16.27%)

Map Unit Name:	Woodrow silt loam, 0 to 1 percent slopes
Bedrock Depth - Min:	null
Watertable Depth - Annual Min:	null
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	D - Soils in this group have high runoff potential when thoroughly wet. Water movement through the soil is restricted or very restricted.

Major components are printed below

Woodrow(80%)

horizon A1(0cm to 13cm)	Silt loam
horizon C1(13cm to 38cm)	Silty clay loam
horizon C2(38cm to 51cm)	Silty clay loam
horizon C3(51cm to 76cm)	Silty clay loam
horizon C4(76cm to 102cm)	Silty clay loam
horizon C5(102cm to 152cm)	Silty clay loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: WfA - Woodrow silt loam, 0 to 1 percent slopes

Component: Woodrow (80%)

The Woodrow component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on flood plains, lake terraces. The parent material consists of alluvium derived from sedimentary rock and/or lacustrine deposits derived from sedimentary rock. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R028AY202UT Semidesert Alkali Loam (black Greasewood) ecological site. Nonirrigated land capability classification is 6s. Irrigated land capability classification is 4s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 23 percent. The soil has a very slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 22 within 30 inches of the soil surface.

Component: Woodrow (10%)

Generated brief soil descriptions are created for major soil components. The Woodrow soil is a minor component.

Component: GENOLA (5%)

Generated brief soil descriptions are created for major soil components. The GENOLA soil is a minor component.

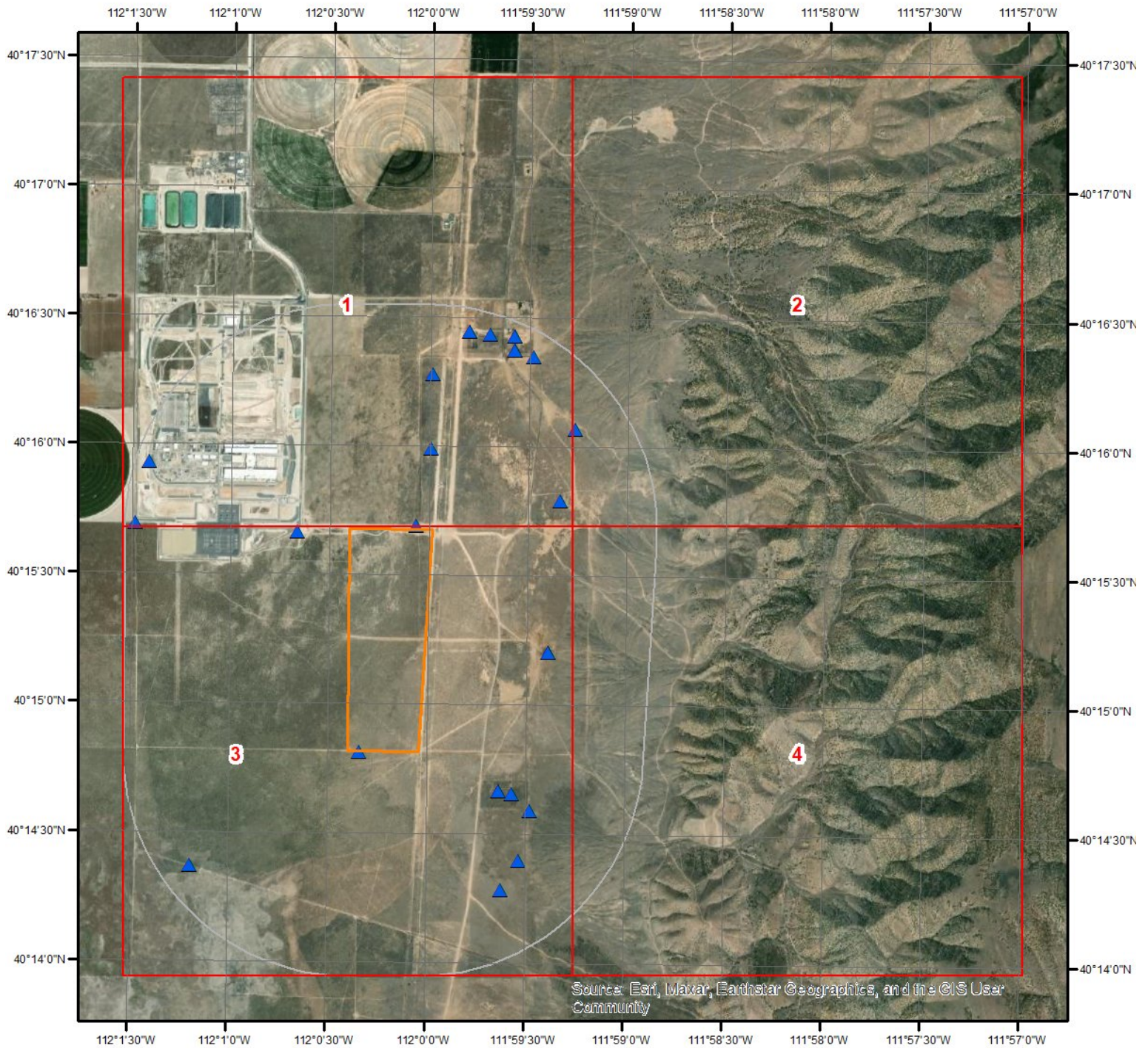
Component: MELLOR (3%)

Generated brief soil descriptions are created for major soil components. The MELLOR soil is a minor component.

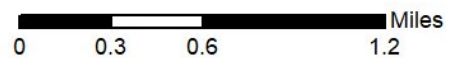
Component: DUGGINS (2%)

Generated brief soil descriptions are created for major soil components. The DUGGINS soil is a minor component.

Wells and Additional Sources



Wells & Additional Sources



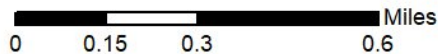
- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



Wells & Additional Sources - Page 1



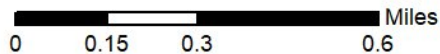
- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



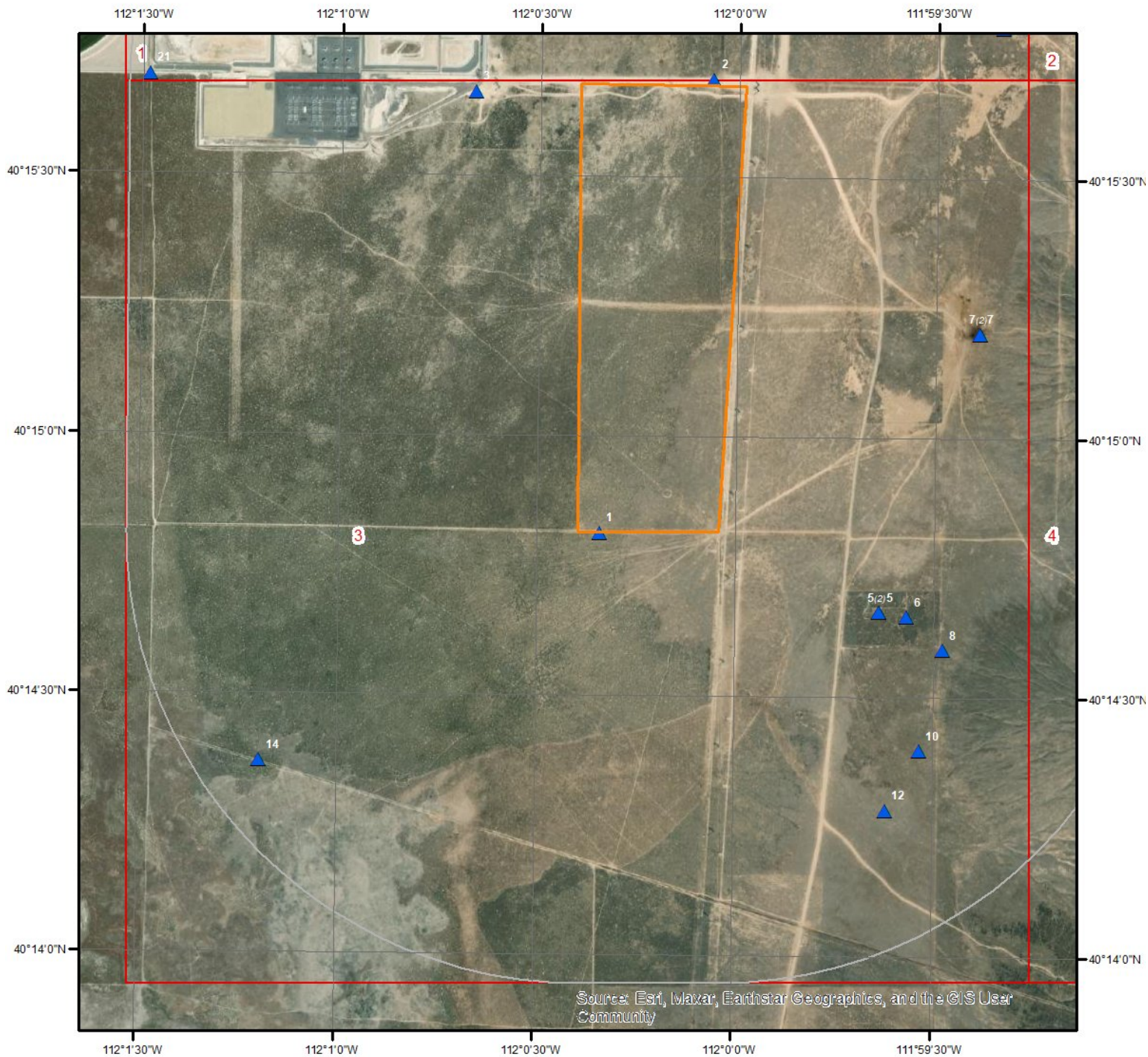
Wells & Additional Sources - Page 2



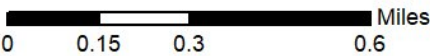
- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



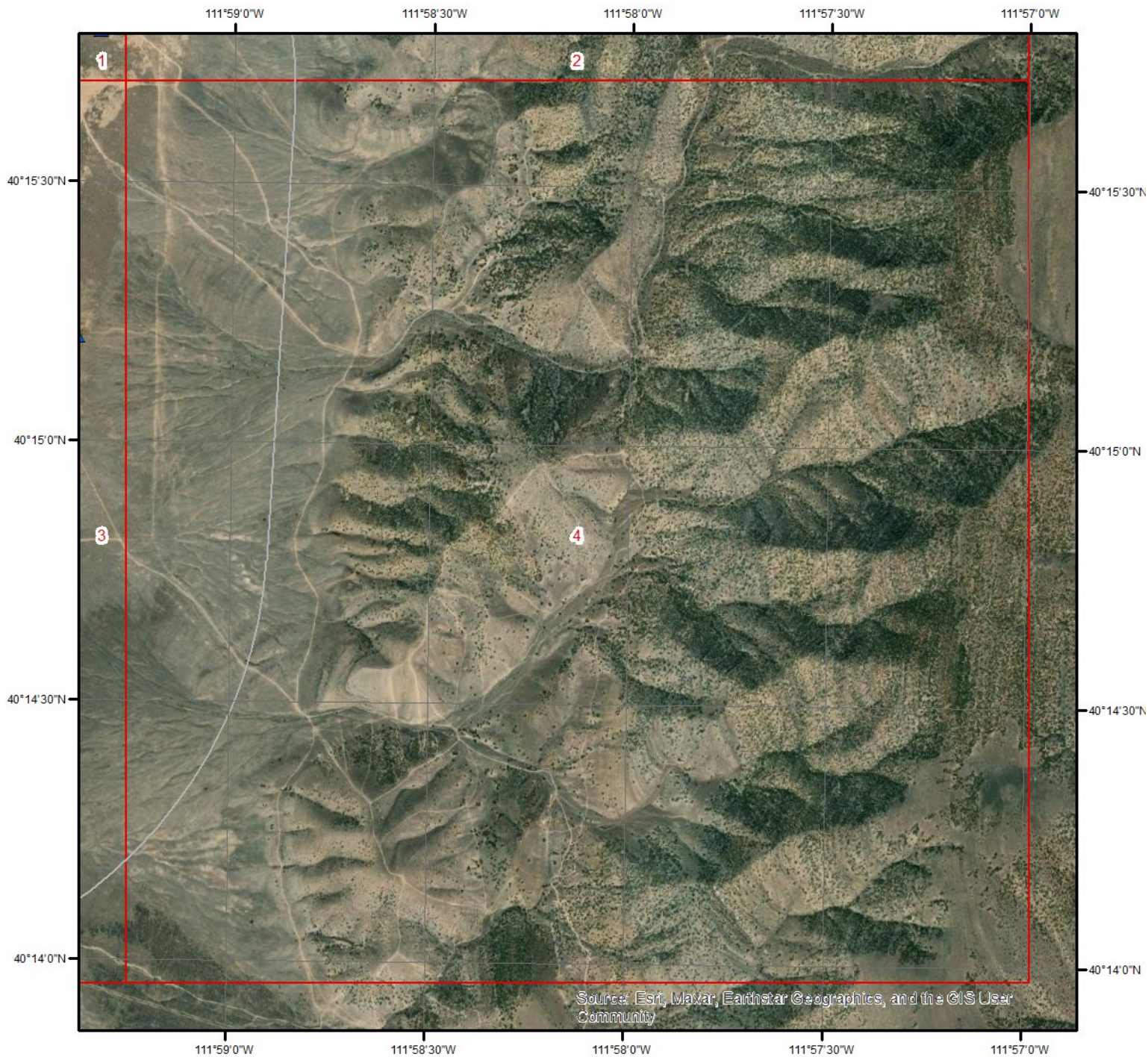
Wells & Additional Sources - Page 3



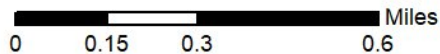
- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



Wells & Additional Sources - Page 4



- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |





Property Information

Order Number: 23010600892p
Date Completed: January 8, 2023
Project Number:
Project Property: SLC1059
Monte Vista Ranch 442 Acre Parcel Eagle Mountain UT
Coordinates:
Latitude: 40.29898392
Longitude: -112.0560083
UTM Northing: 4461477.32108 Meters
UTM Easting: 410252.976088 Meters
UTM Zone: UTM Zone 12T
Elevation: 4,862.67 ft
Slope Direction: S

Topographic Information.....	2
Hydrologic Information.....	12
Geologic Information.....	22
Soil Information.....	27
Wells and Additional Sources.....	36
Summary.....	41
Detail Report.....	44
Radon Information.....	90
Appendix.....	91
Liability Notice.....	93

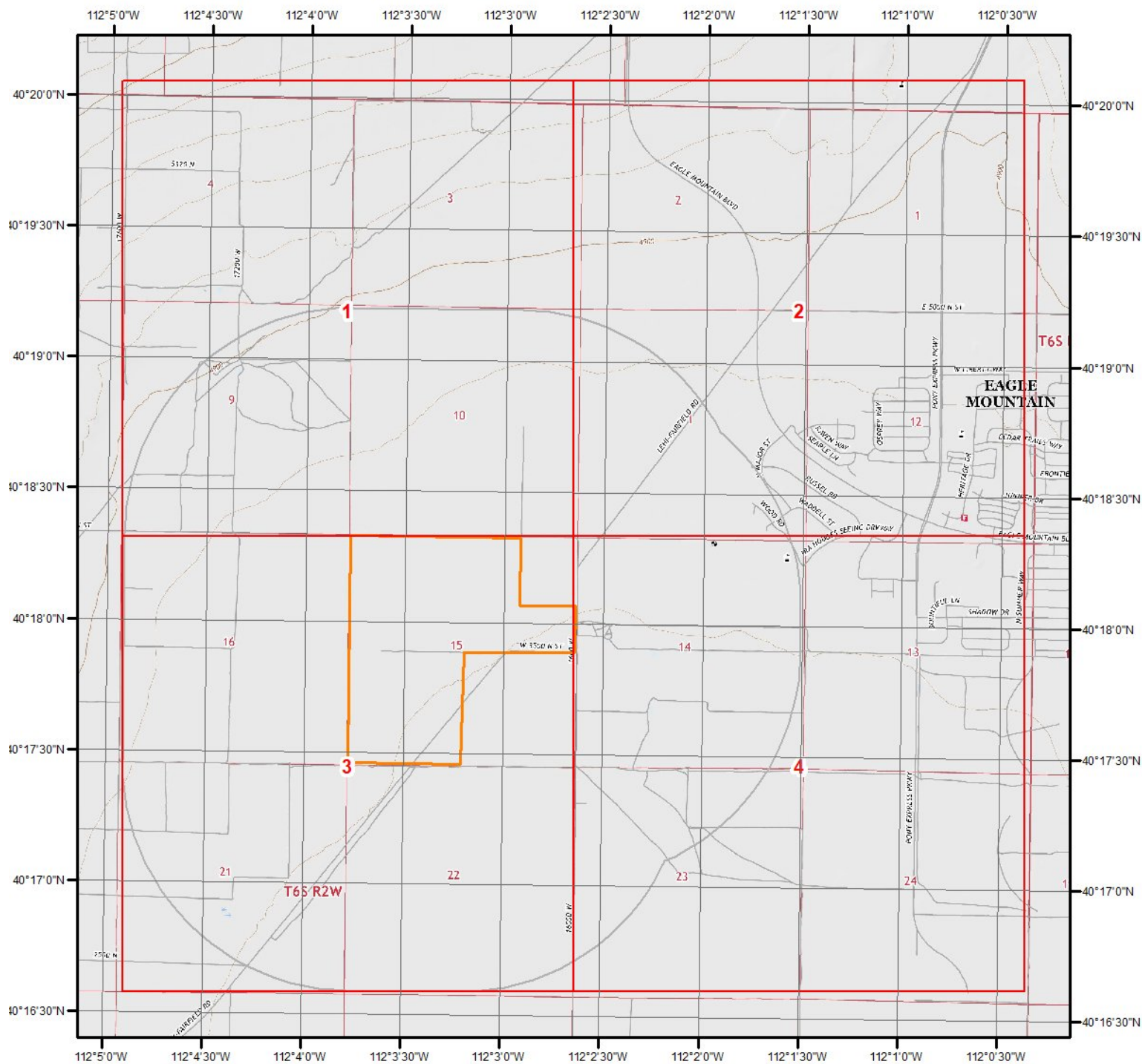
The ERIS **Physical Setting Report - PSR** provides comprehensive information about the physical setting around a site and includes a complete overview of topography and surface topology, in addition to hydrologic, geologic and soil characteristics. The location and detailed attributes of oil and gas wells, water wells, public water systems and radon are also included for review.

The compilation of both physical characteristics of a site and additional attribute data is useful in assessing the impact of migration of contaminants and subsequent impact on soils and groundwater.

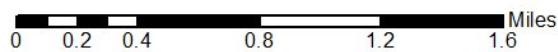
Disclaimer

This Report does not provide a full environmental evaluation for the site or adjacent properties. Please see the terms and disclaimer at the end of the Report for greater detail.

Topographic Information



Current USGS Topo (2017)

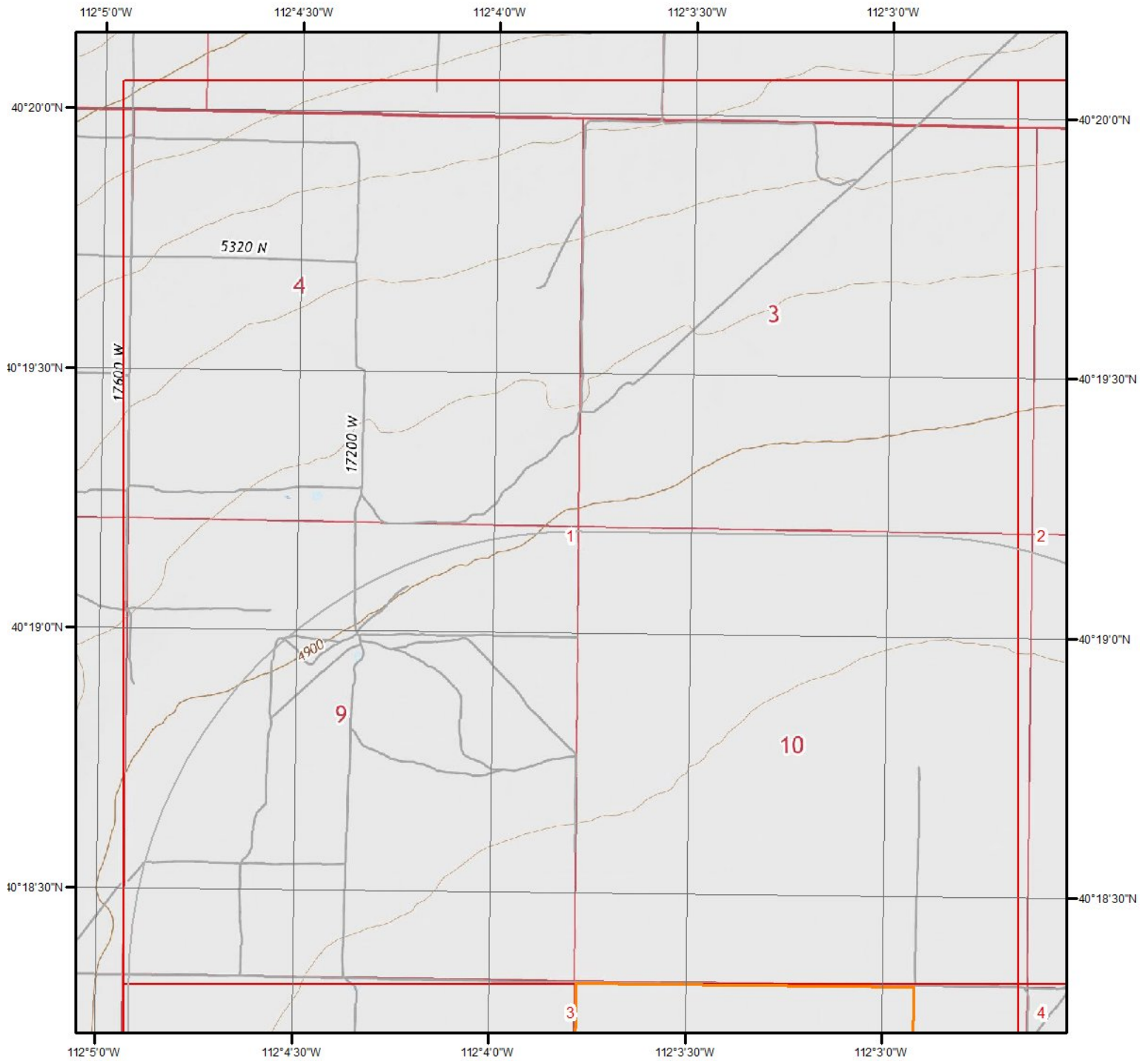


Quadrangle(s): Cedar Fort,UT; Fivemile Pass,UT; Goshen Pass,UT; Jordan Narrows,UT; Lowe Peak,UT; Mercur,UT; Saratoga Springs,UT; Soldi

Source: USGS 7.5 Minute Topographic Map



Topographic Information



Current USGS Topo - Page 1

0 0.2 0.4 0.8 Miles

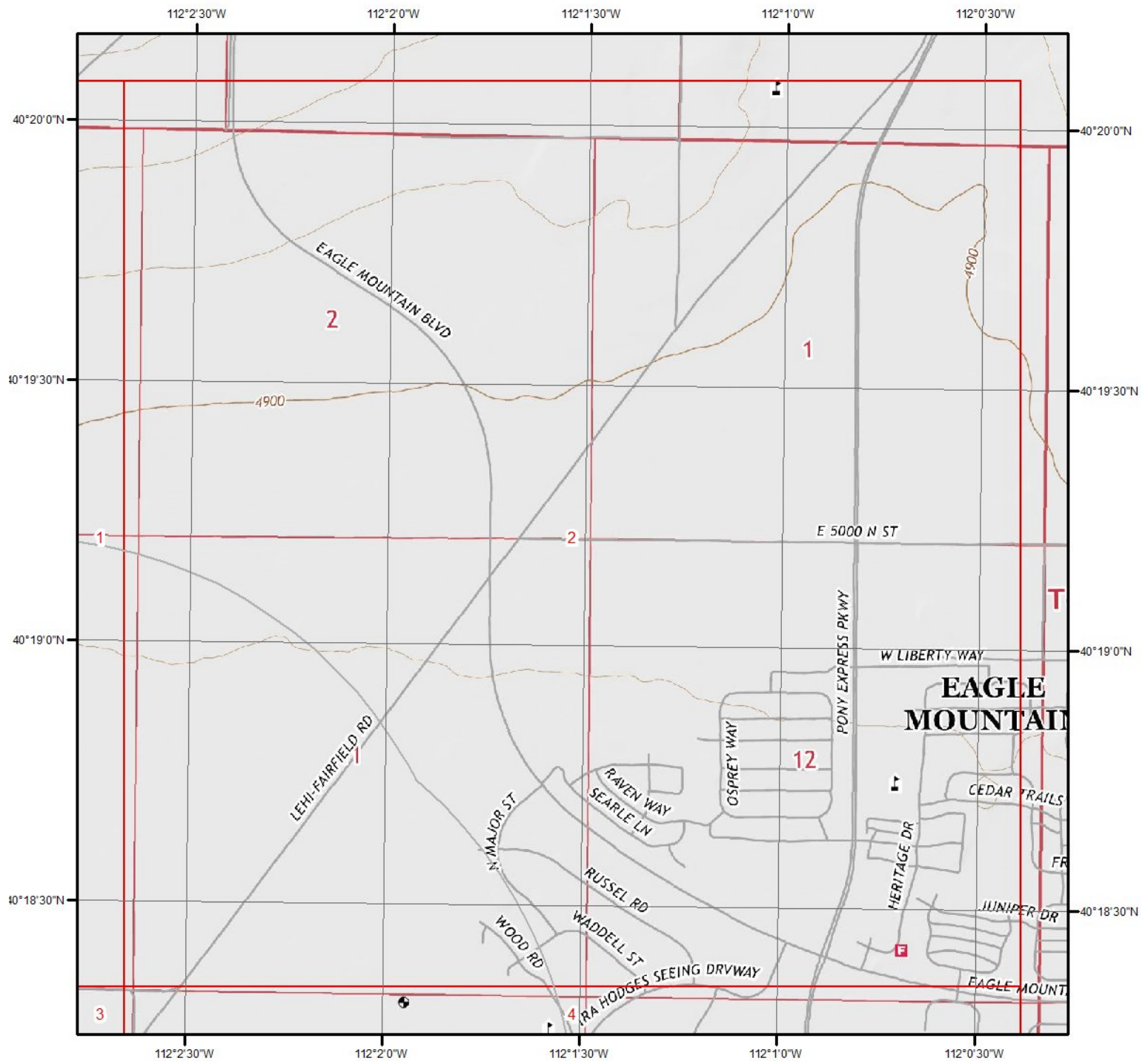


Quadrangle(s): Cedar Fort, UT

Source: USGS 7.5 Minute Topographic Map



Topographic Information



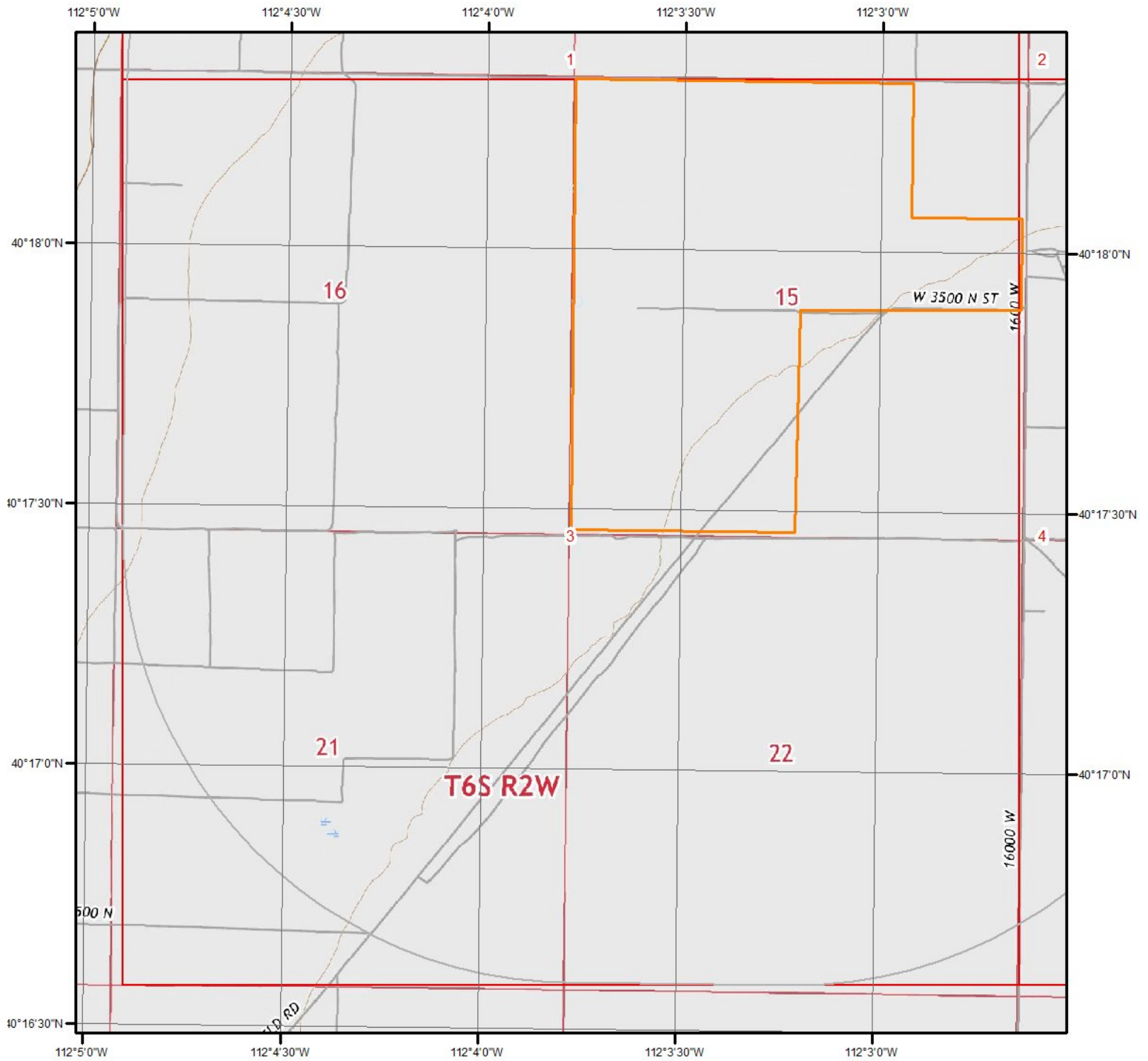
Current USGS Topo - Page 2

Quadrangle(s): Cedar Fort, UT

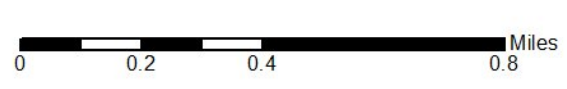
Source: USGS 7.5 Minute Topographic Map



Topographic Information



Current USGS Topo - Page 3



Quadrangle(s): Cedar Fort, UT

Source: USGS 7.5 Minute Topographic Map



Topographic Information



Current USGS Topo - Page 4

Quadrangle(s): Cedar Fort, UT

Source: USGS 7.5 Minute Topographic Map

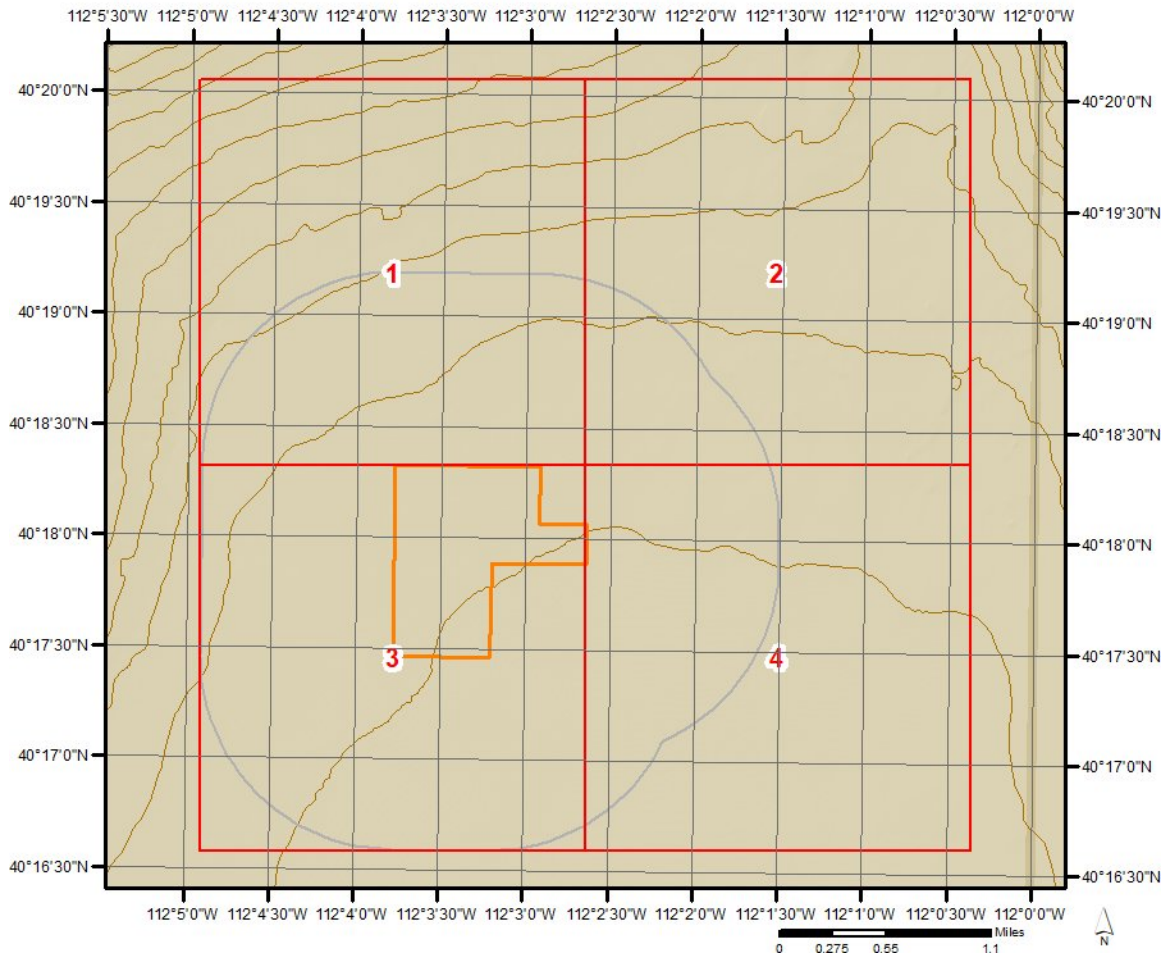


Topographic Information

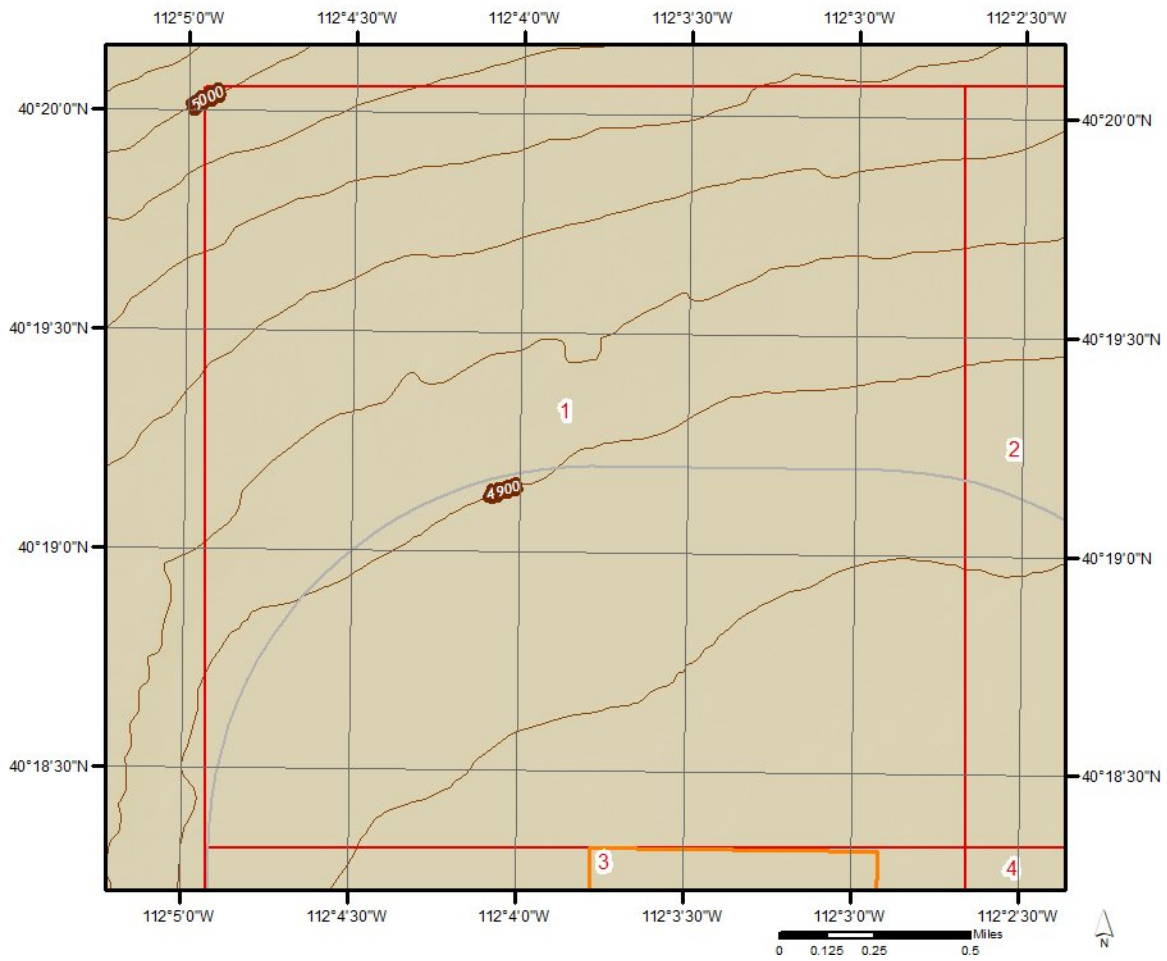
The previous topographic map(s) are created by seamlessly merging and cutting current USGS topographic data. Below are shaded relief map(s), derived from USGS elevation data to show surrounding topography in further detail.

Topographic information at project property:

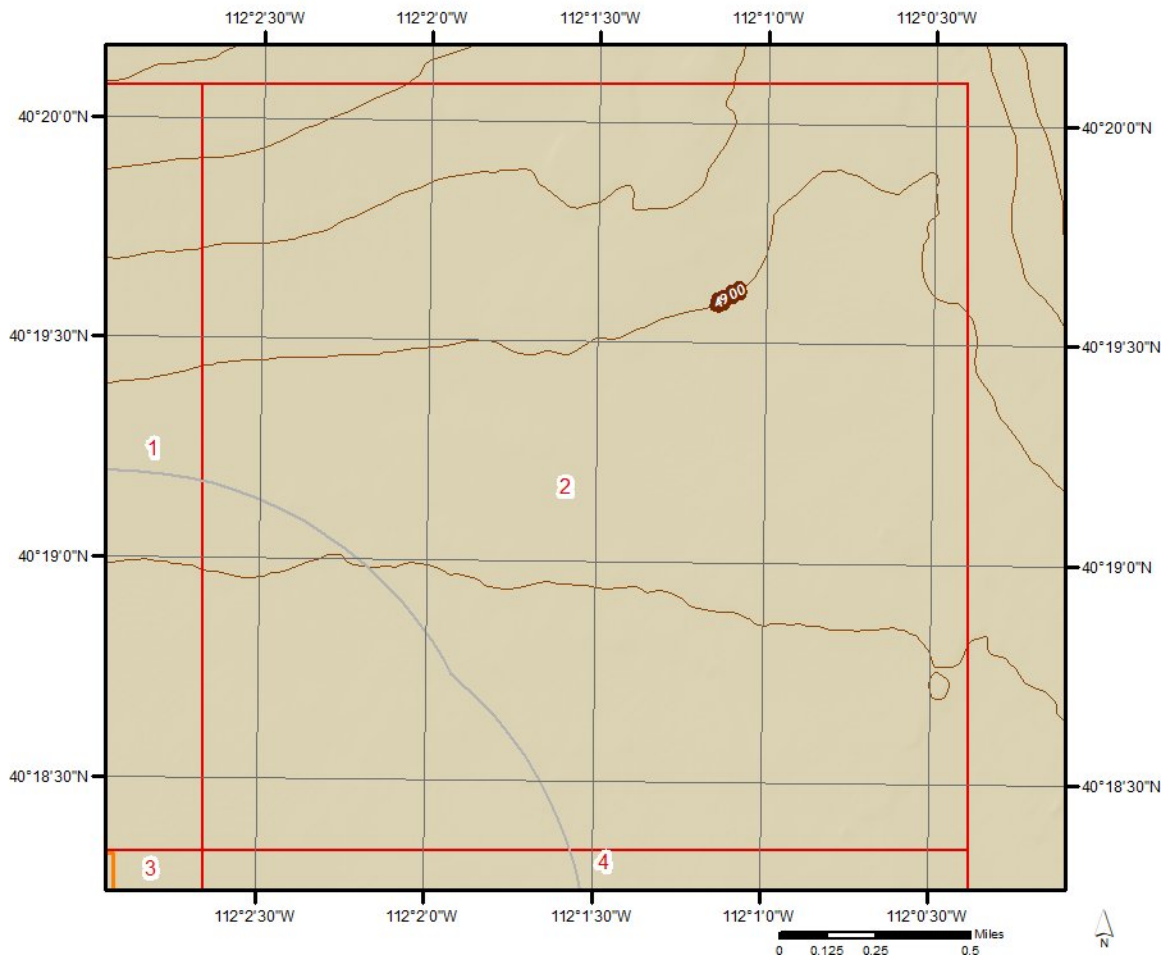
Elevation: 4,862.67 ft
Slope Direction: S



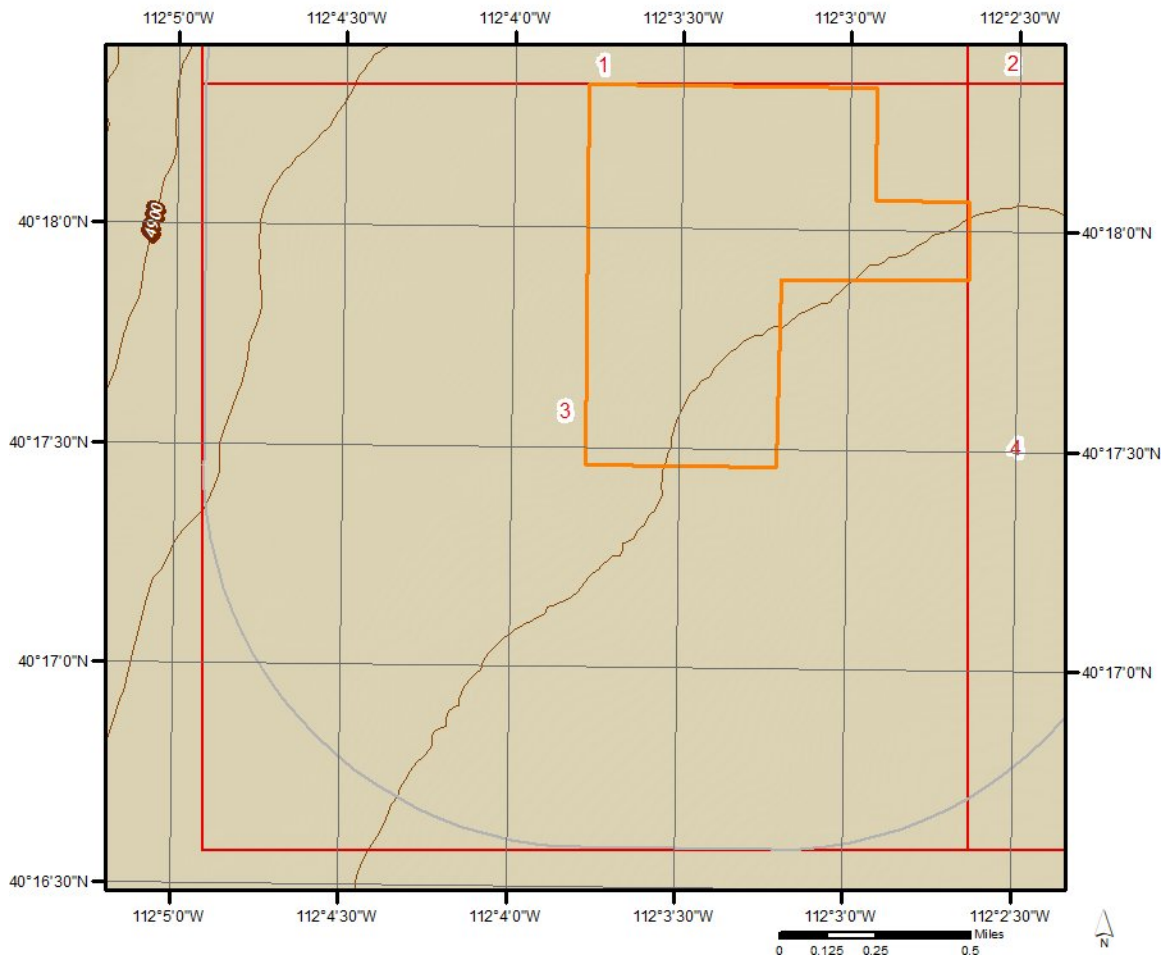
Topographic Information



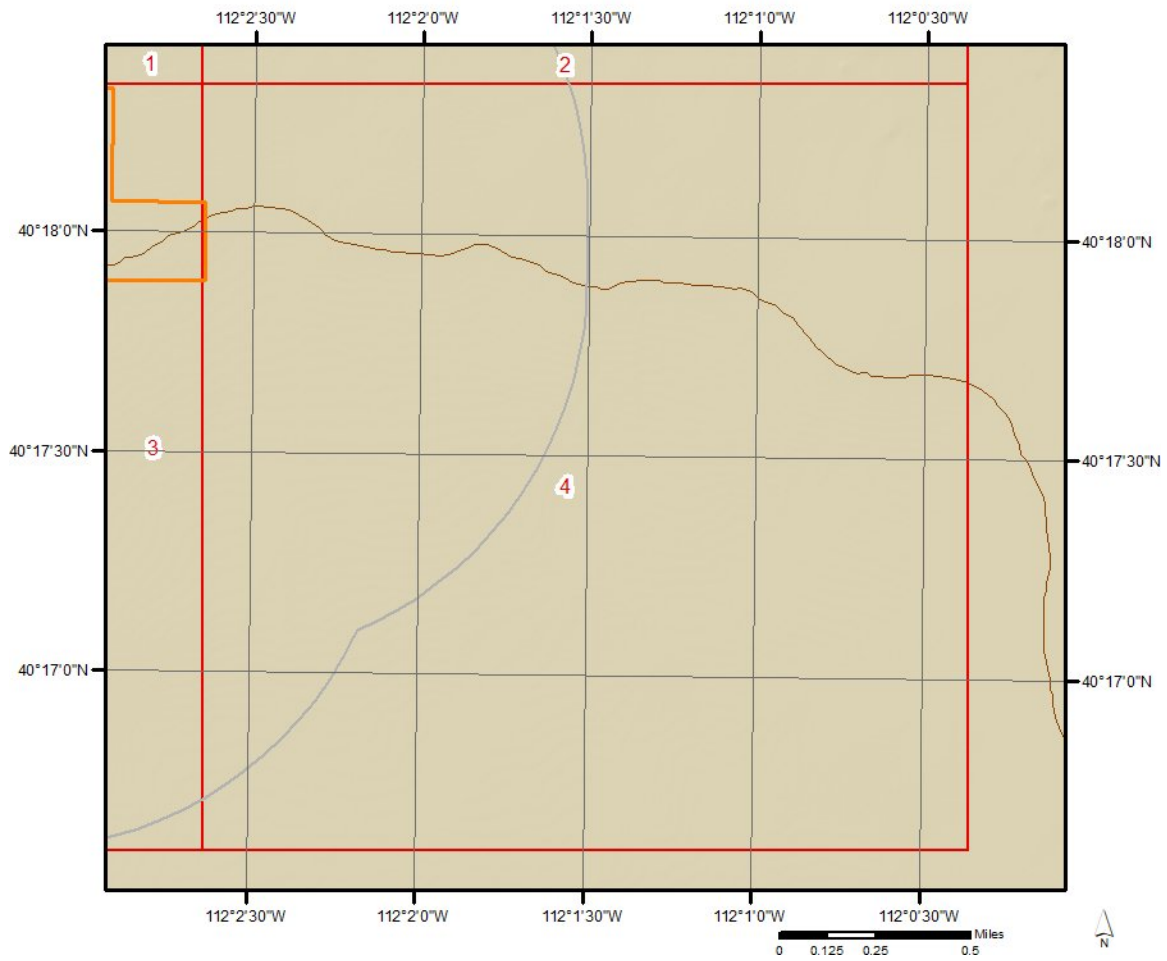
Topographic Information



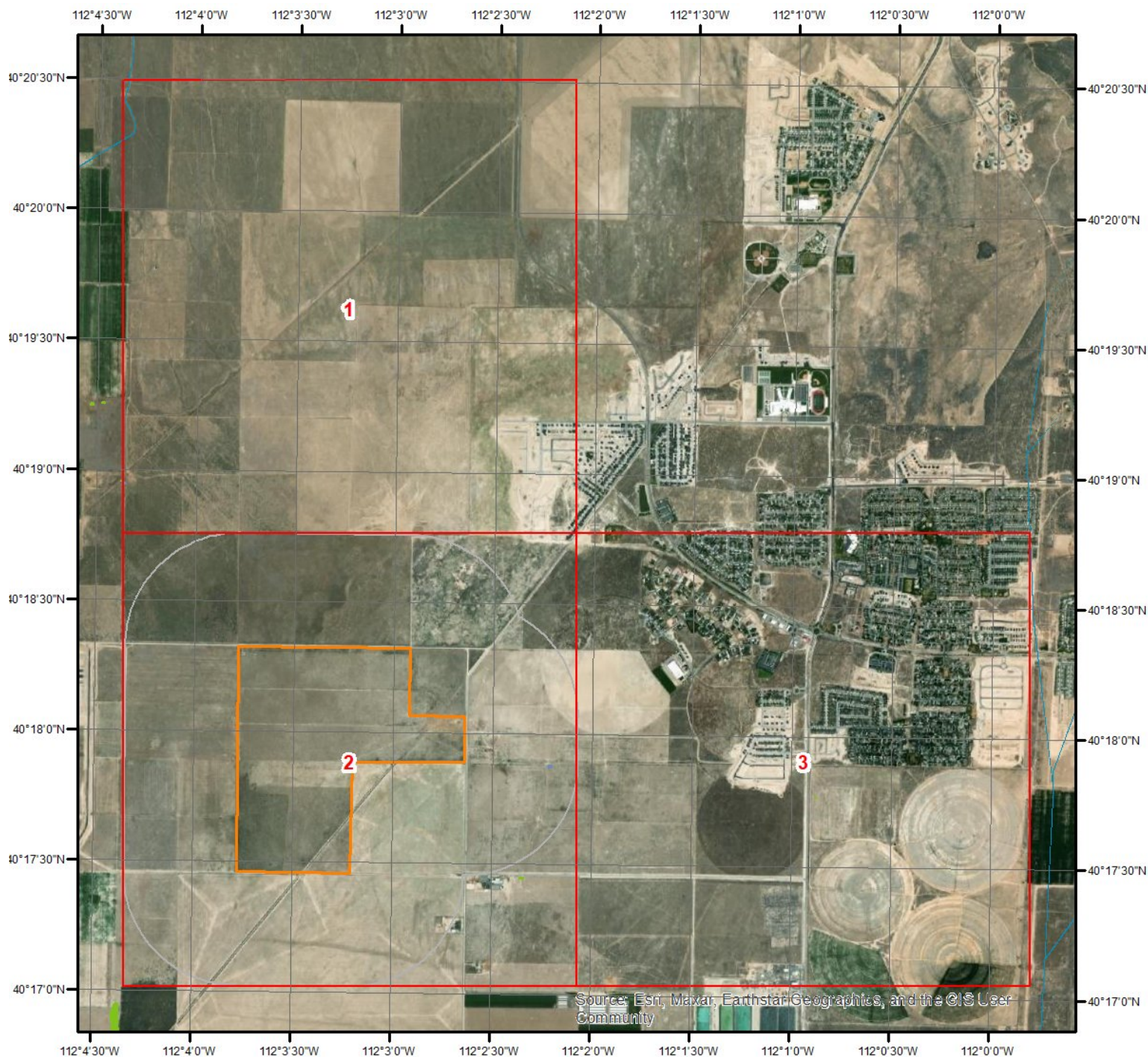
Topographic Information



Topographic Information

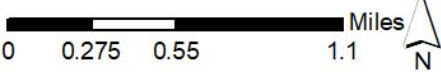


Hydrologic Information



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

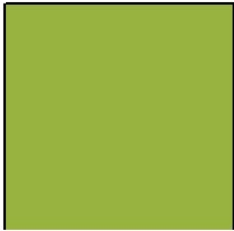
Wetland



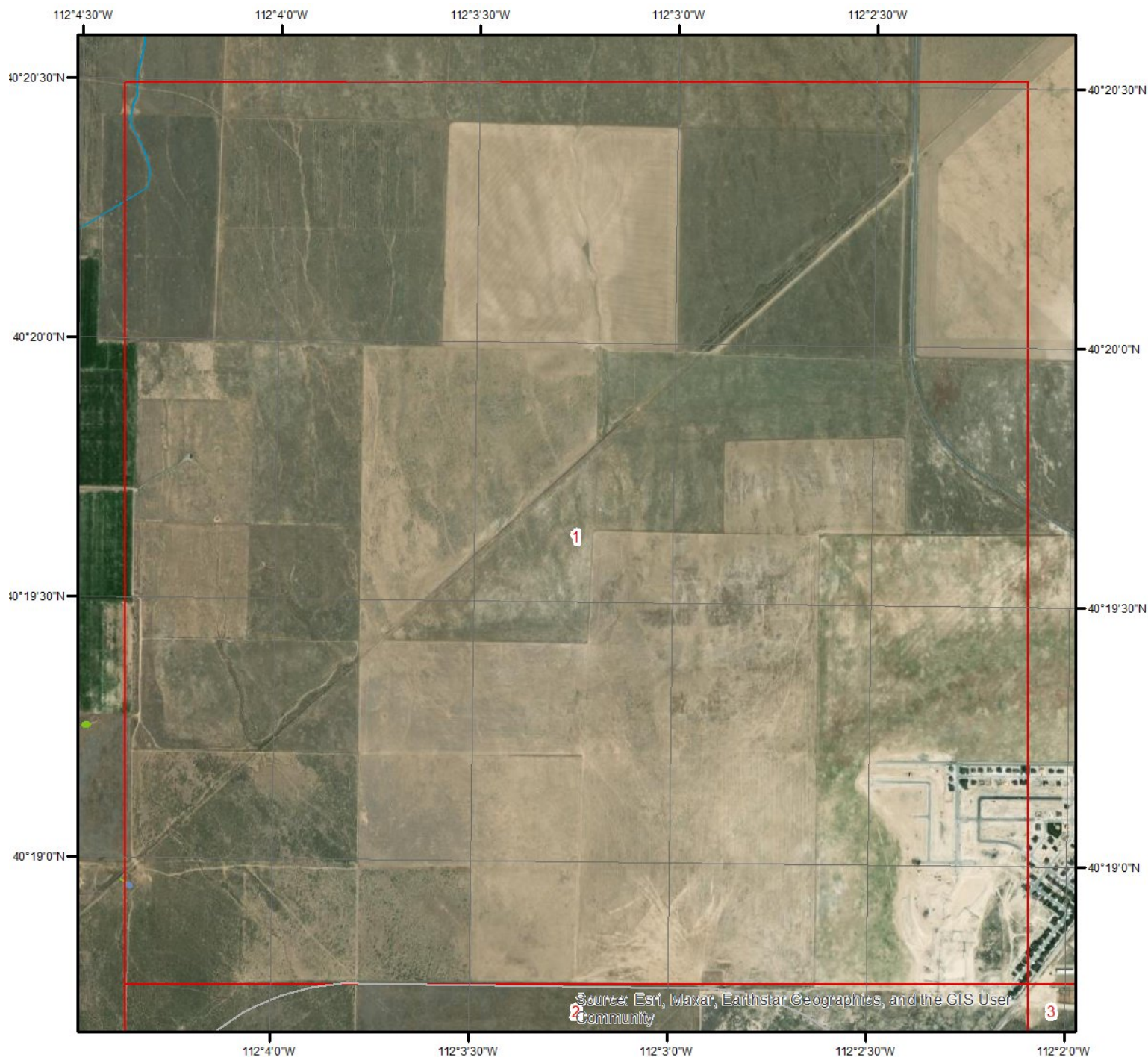
This map shows wetland existence using data from US Fish & Wildlife. Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland

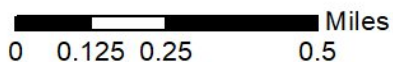
- Freshwater Pond
- Lake
- Other
- Riverine



Hydrologic Information



Wetland Type - Page 1



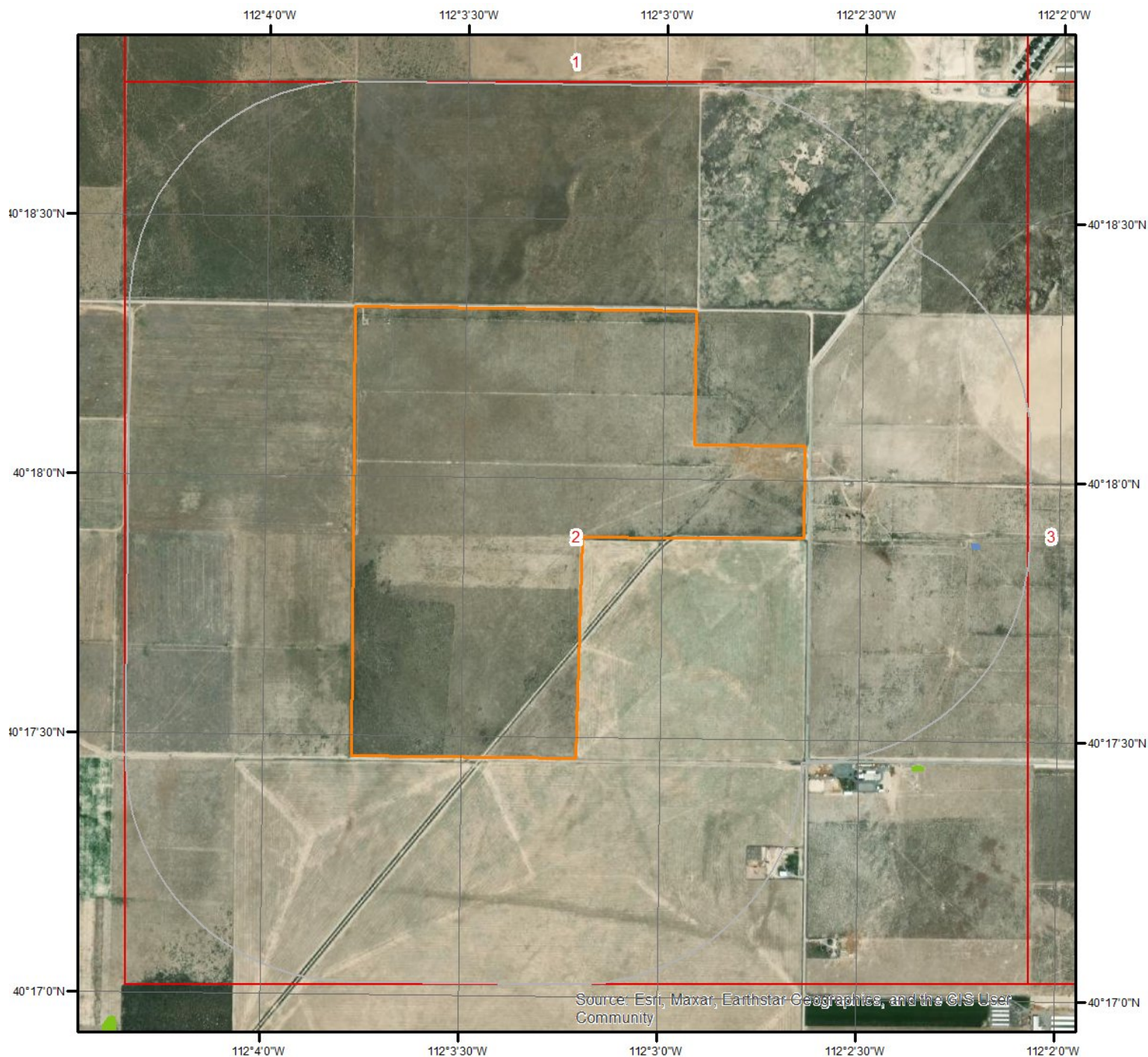
This map shows wetland existence using data from US Fish & Wildlife.
Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland

- Freshwater Pond
- Lake
- Other
- Riverine



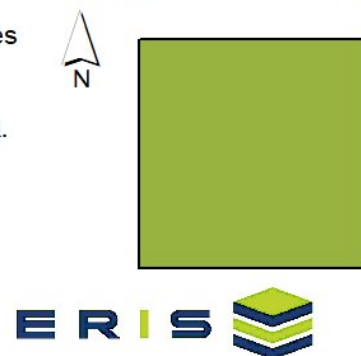
Hydrologic Information



Wetland Type - Page 2

This map shows wetland existence using data from US Fish & Wildlife. Data coverage is shown to the right. Gray indicates no data available in the area.

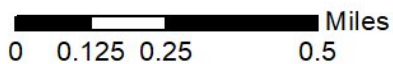
 Estuarine and Marine Deepwater	 Freshwater Pond
 Estuarine and Marine Wetland	 Lake
 Freshwater Emergent Wetland	 Other
 Freshwater Forested/Shrub Wetland	 Riverine



Hydrologic Information



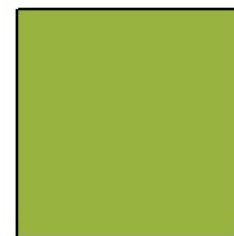
Wetland Type - Page 3



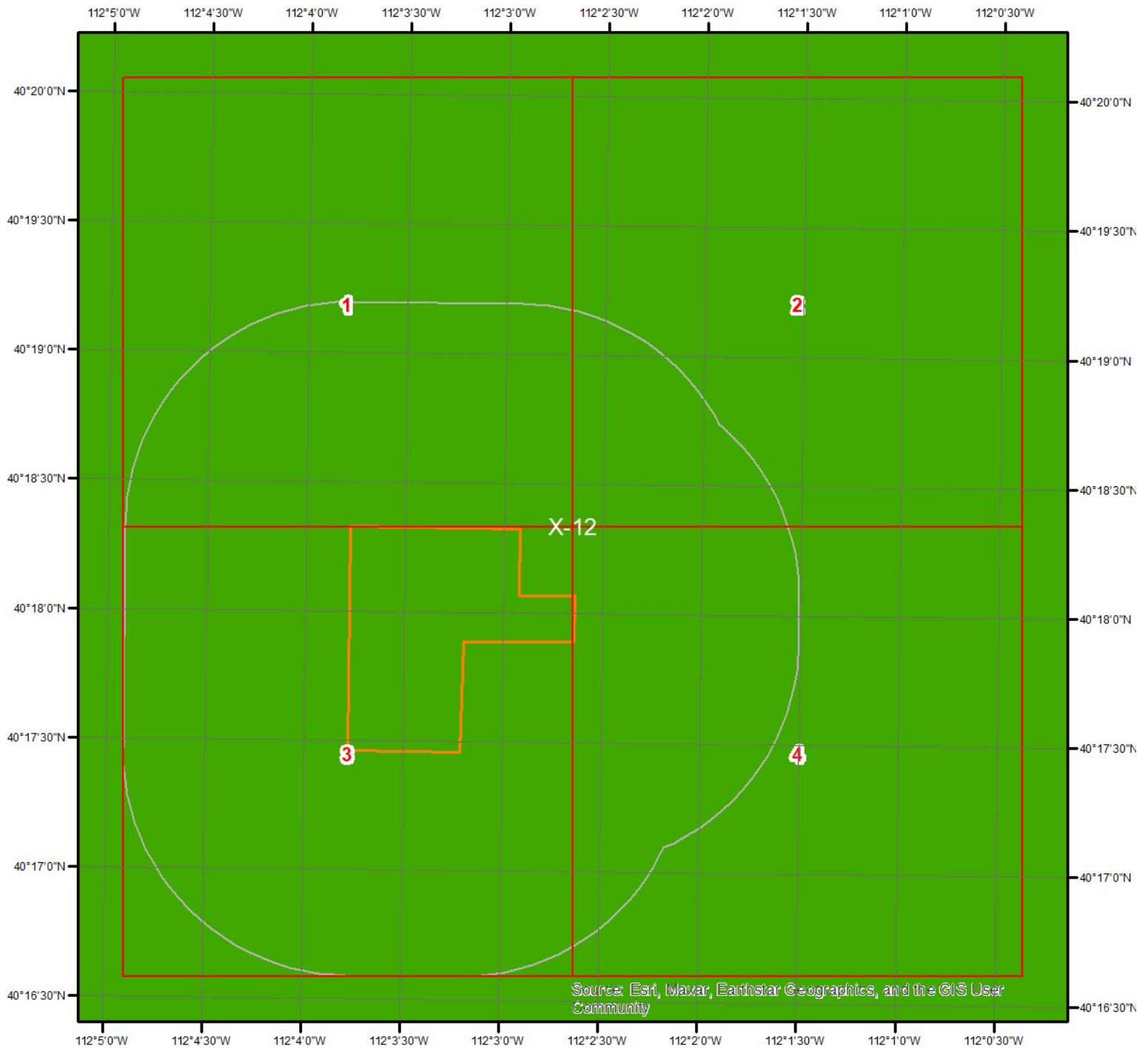
This map shows wetland existence using data from US Fish & Wildlife.
Data coverage is shown to the right. Gray indicates no data available in the area.

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland

- Freshwater Pond
- Lake
- Other
- Riverine



Hydrologic Information



Flood Hazard Zones

0 0.2 0.4 0.8 Miles

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

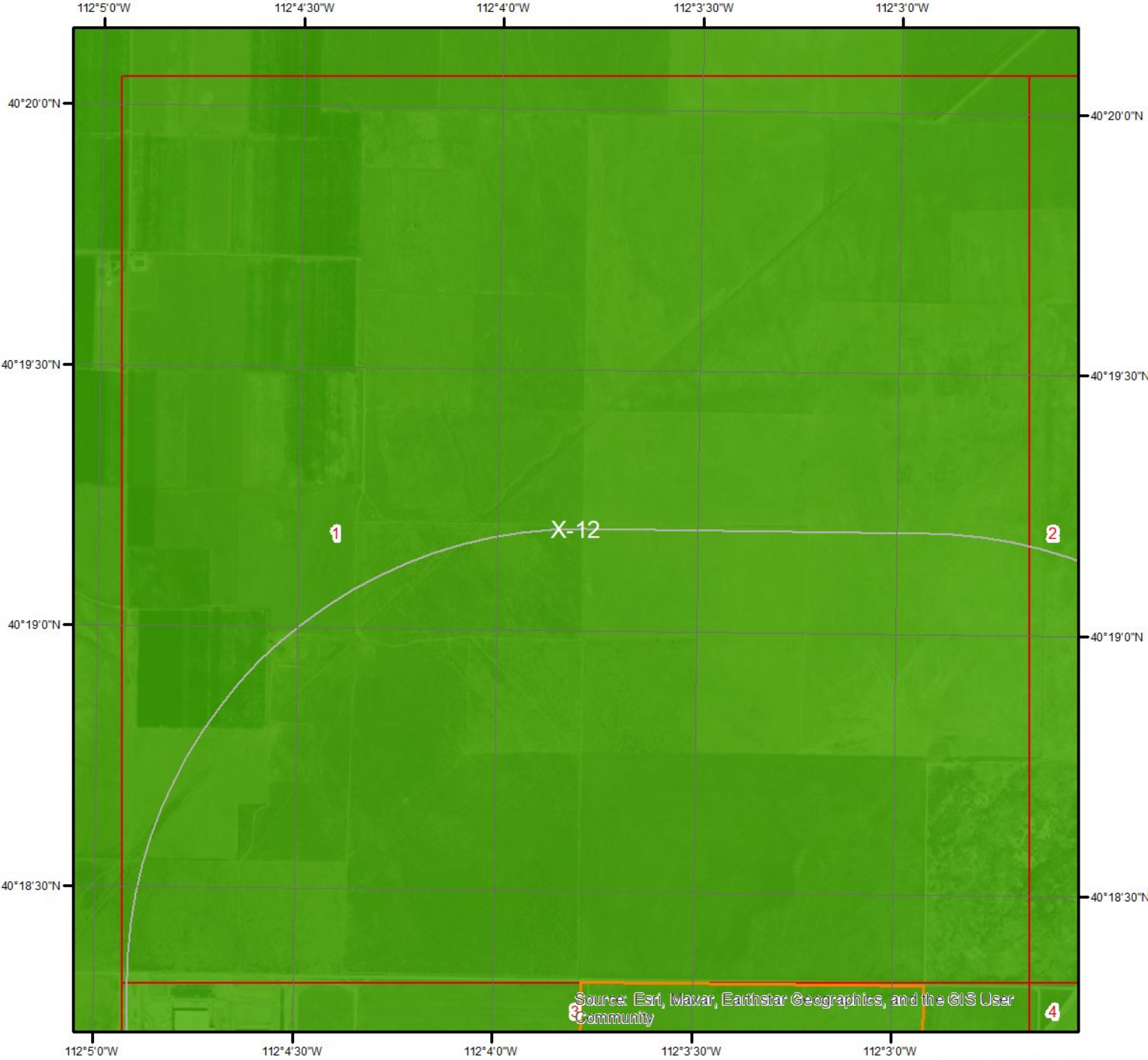
A	AO	X
A99	V	OPEN WATER
AE	VE	NOT POPULATED
AH	D	AREA NOT INCLUDED



Quadrangle(s): Cedar Fort,UT; Fivemile Pass,UT;
Goshen Pass,UT; Jordan Narrows,UT; Lowe Peak,UT;



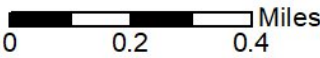
Hydrologic Information



Flood Hazard Zones - Page 1

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

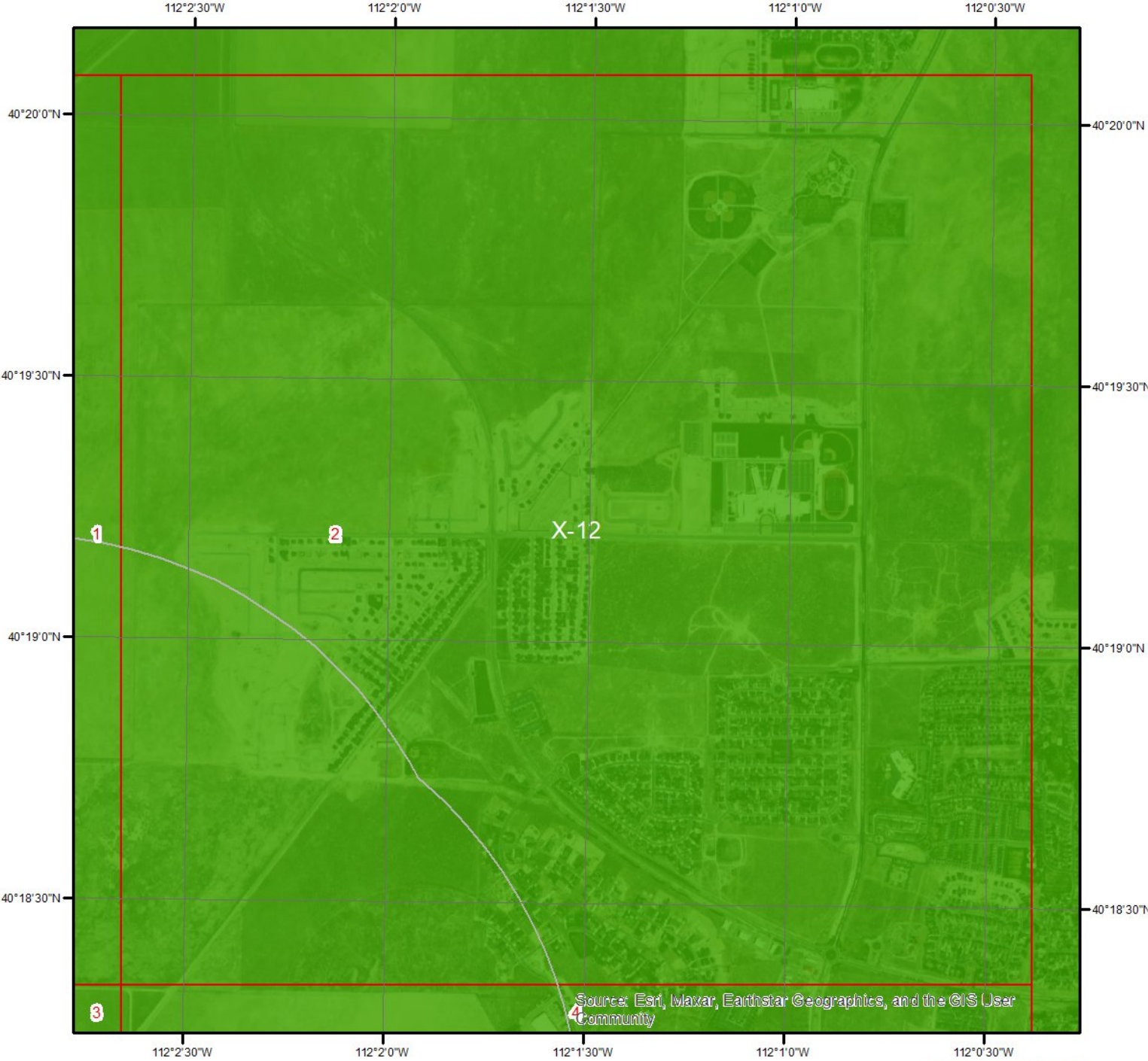
 A	 AO	 X
 A99	 V	 OPEN WATER
 AE	 VE	 NOT POPULATED
 AH	 D	 AREA NOT INCLUDED



Quadrangle(s): Cedar Fort, UT



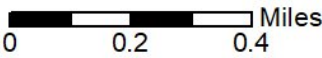
Hydrologic Information



Flood Hazard Zones - Page 2

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

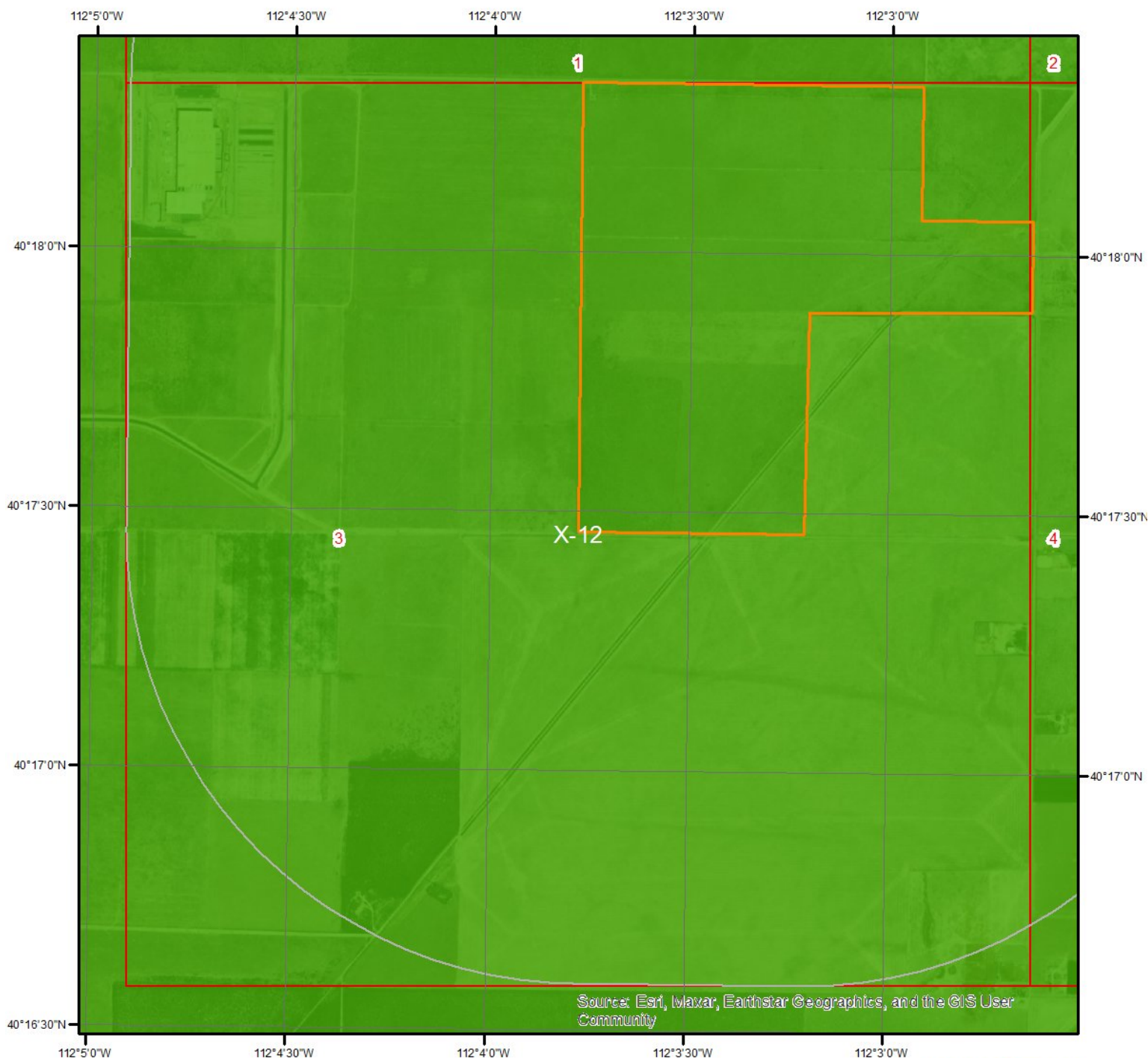
	A		AO		X
	A99		V		OPEN WATER
	AE		VE		NOT POPULATED
	AH		D		AREA NOT INCLUDED



Quadrangle(s): Cedar Fort, UT



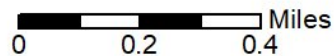
Hydrologic Information



Flood Hazard Zones - Page 3

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

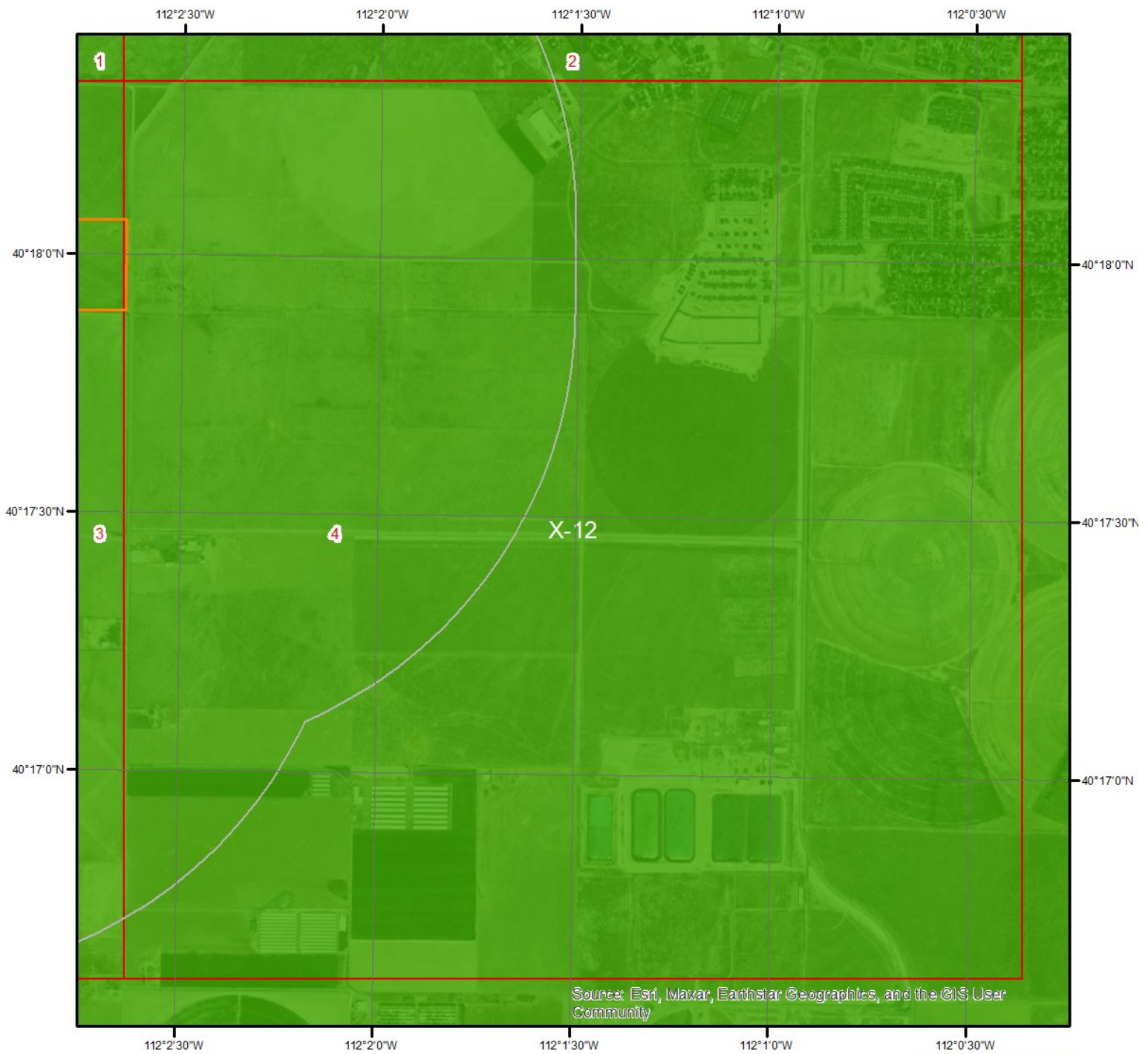
 A	 AO	 X
 A99	 V	 OPEN WATER
 AE	 VE	 NOT POPULATED
 AH	 D	 AREA NOT INCLUDED



Quadrangle(s): Cedar Fort, UT



Hydrologic Information



Flood Hazard Zones - Page 4

This map shows FEMA flood hazard zones. FIRM panels are shown to the right, and blank indicates no data is available.

	A		AO		X
	A99		V		OPEN WATER
	AE		VE		NOT POPULATED
	AH		D		AREA NOT INCLUDED

Quadrangle(s): Cedar Fort, UT



Hydrologic Information

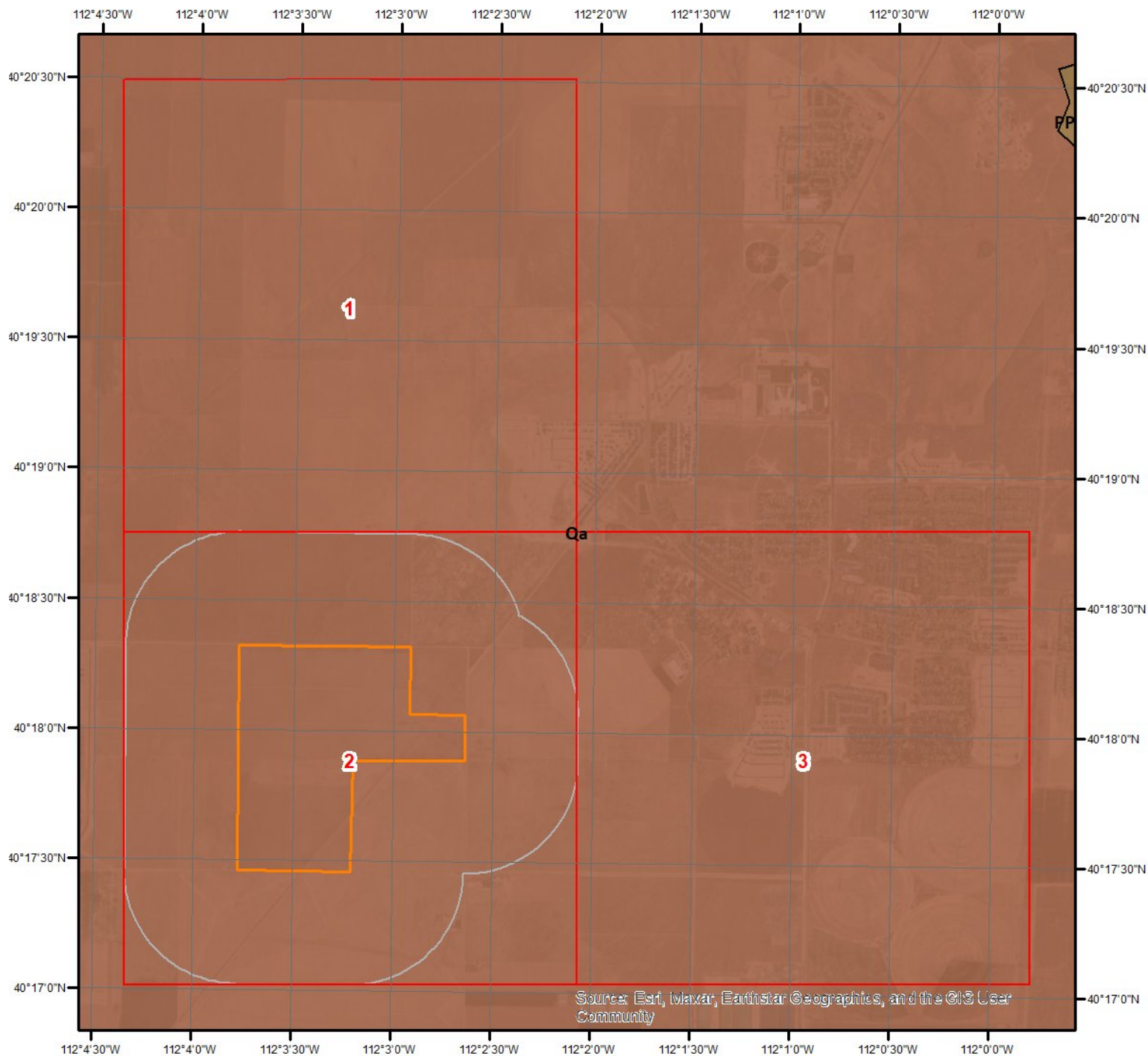
The Wetland Type map shows wetland existence overlaid on an aerial imagery. The Flood Hazard Zones map shows FEMA flood hazard zones overlaid on an aerial imagery. Relevant FIRM panels and detailed zone information is provided below. For detailed Zone descriptions please click the link: <https://floodadvocate.com/fema-zone-definitions>

Available FIRM Panels in area:	49049C0275F(effective:2020-06-19)
--------------------------------	-----------------------------------

Flood Zone X-12

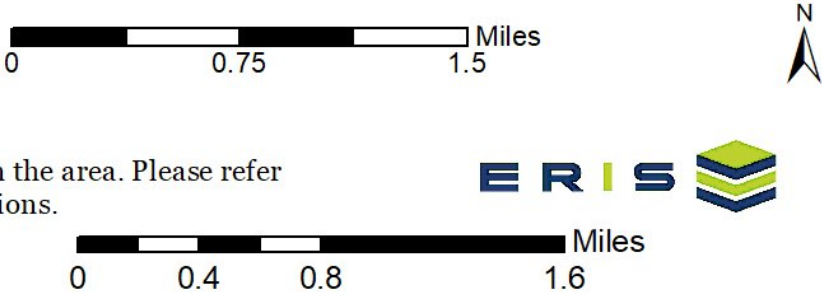
Zone:	X
Zone subtype:	AREA OF MINIMAL FLOOD HAZARD

Geologic Information

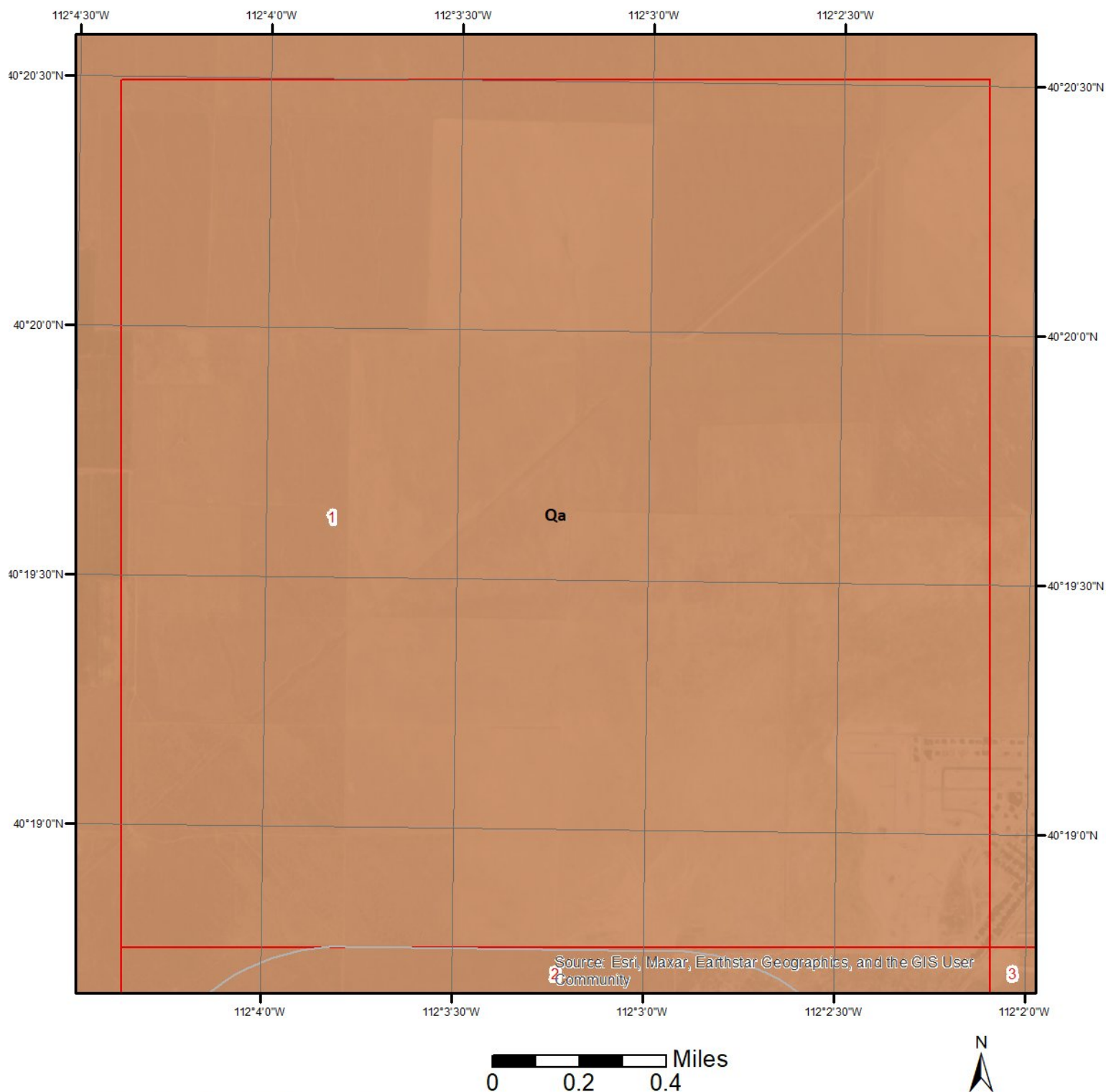


Geologic Units

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



Geologic Information

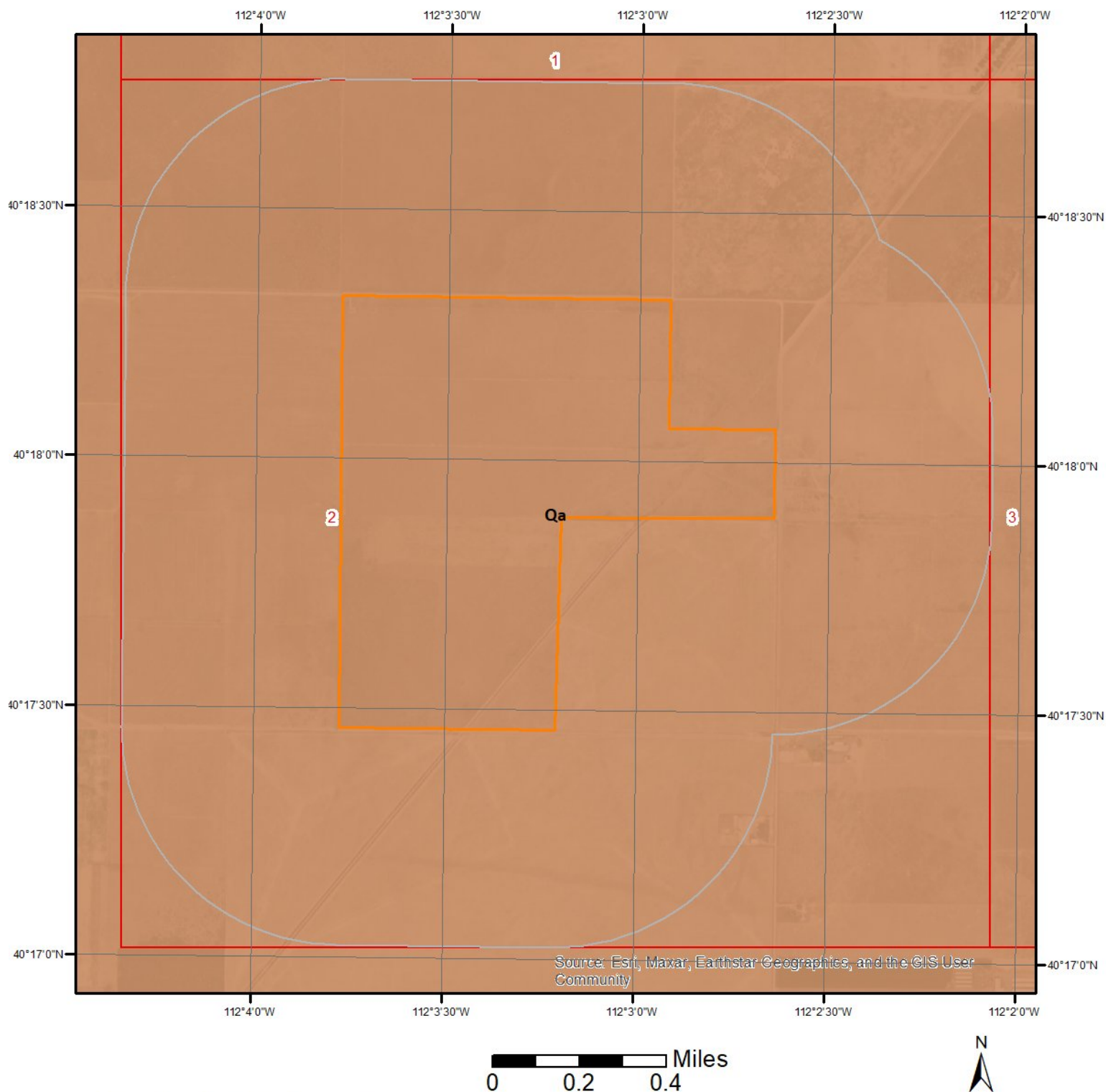


Geologic Units - Page 1

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



Geologic Information

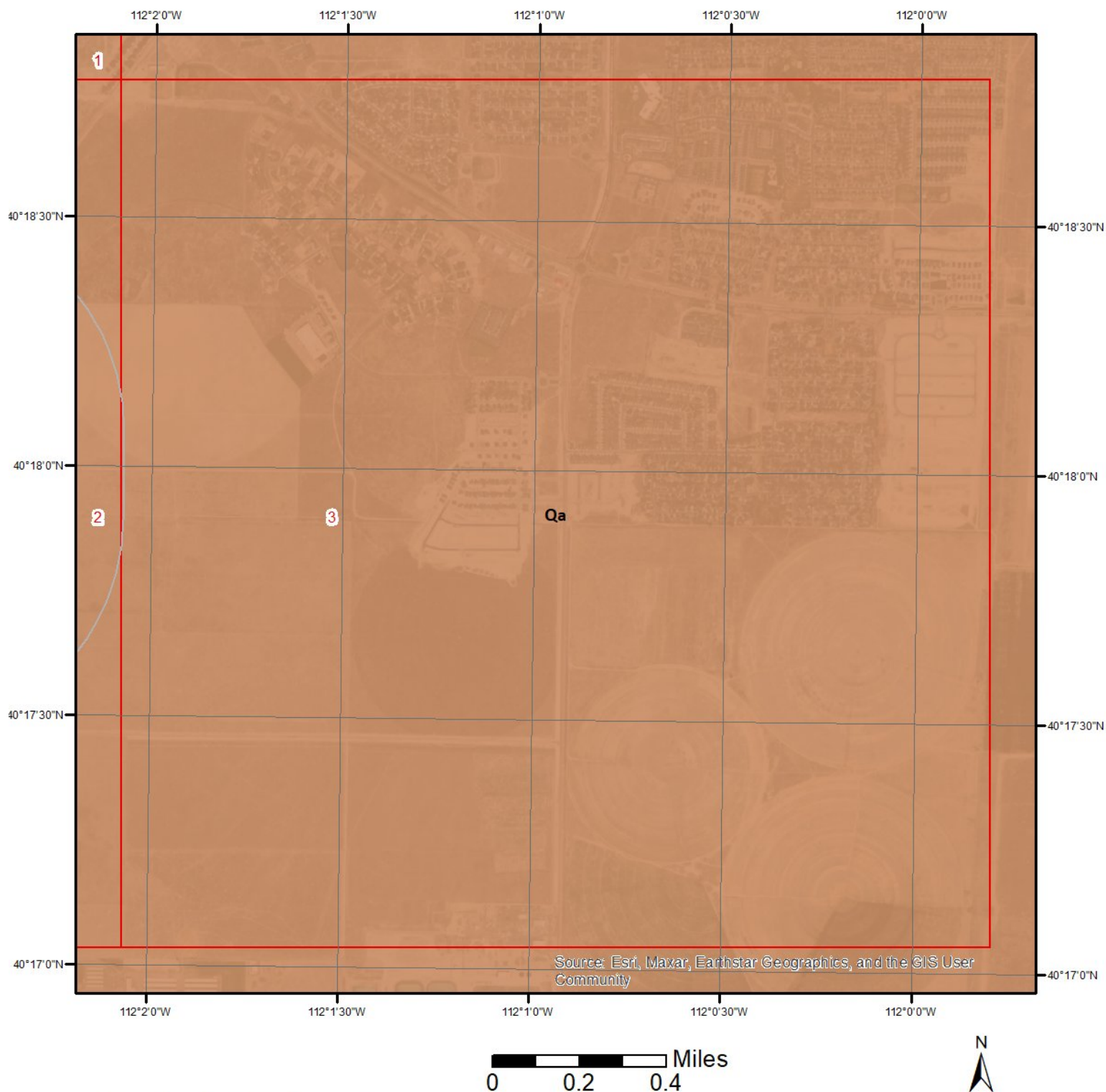


Geologic Units - Page 2

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



Geologic Information



Geologic Units - Page 3

This maps shows geologic units in the area. Please refer to the report for detailed descriptions.



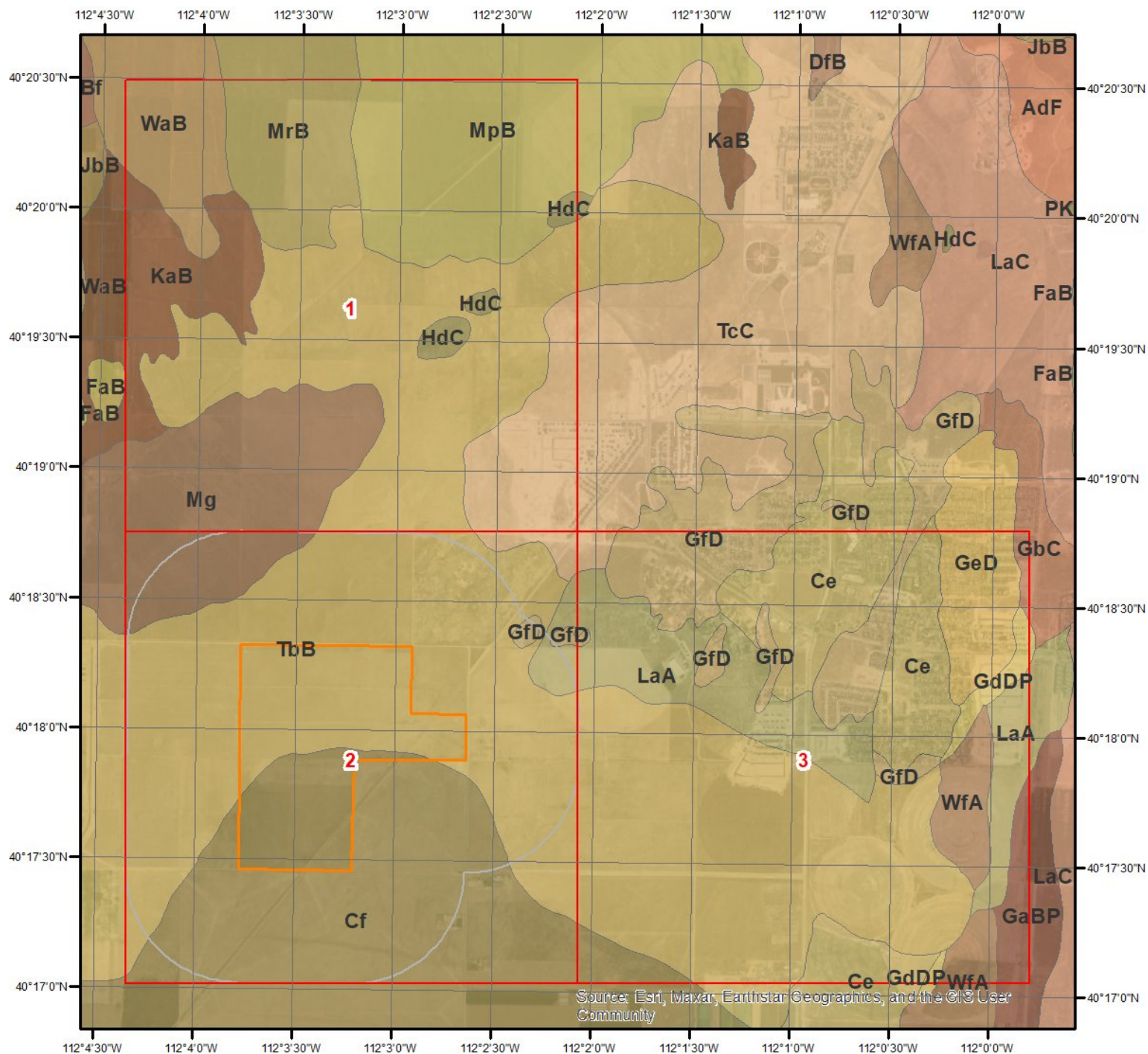
Geologic Information

The previous page shows USGS geology information. Detailed information about each unit is provided below.

Geologic Unit Qa

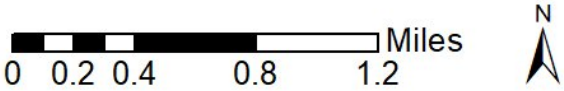
Unit Name:	Quaternary alluvium and colluvium
Unit Age:	Quaternary
Primary Rock Type:	alluvium
Secondary Rock Type:	colluvium
Unit Description:	No description available.

Soil Information



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

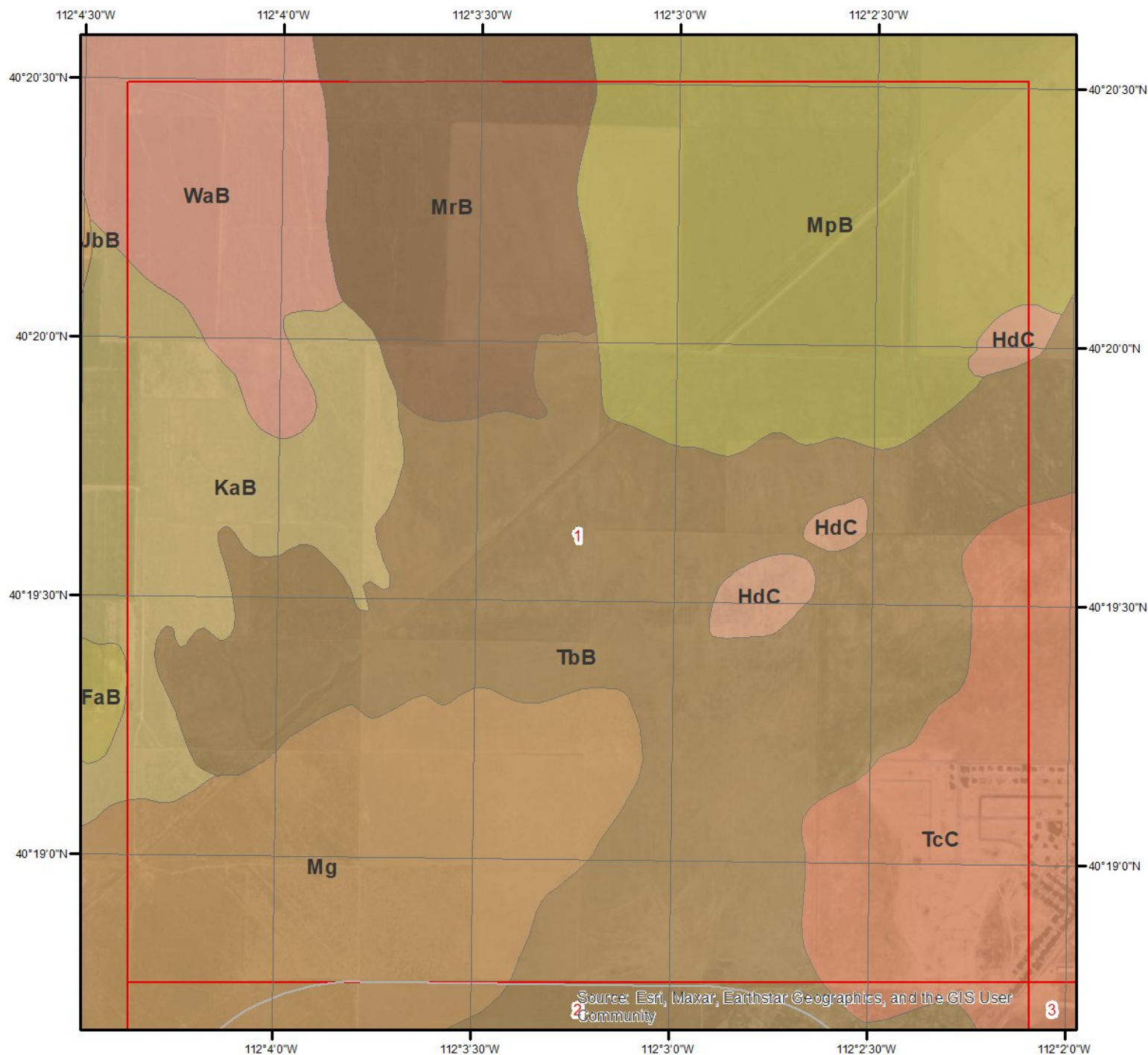
SSURGO Soils



This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.



Soil Information



SSURGO Soils - Page 1

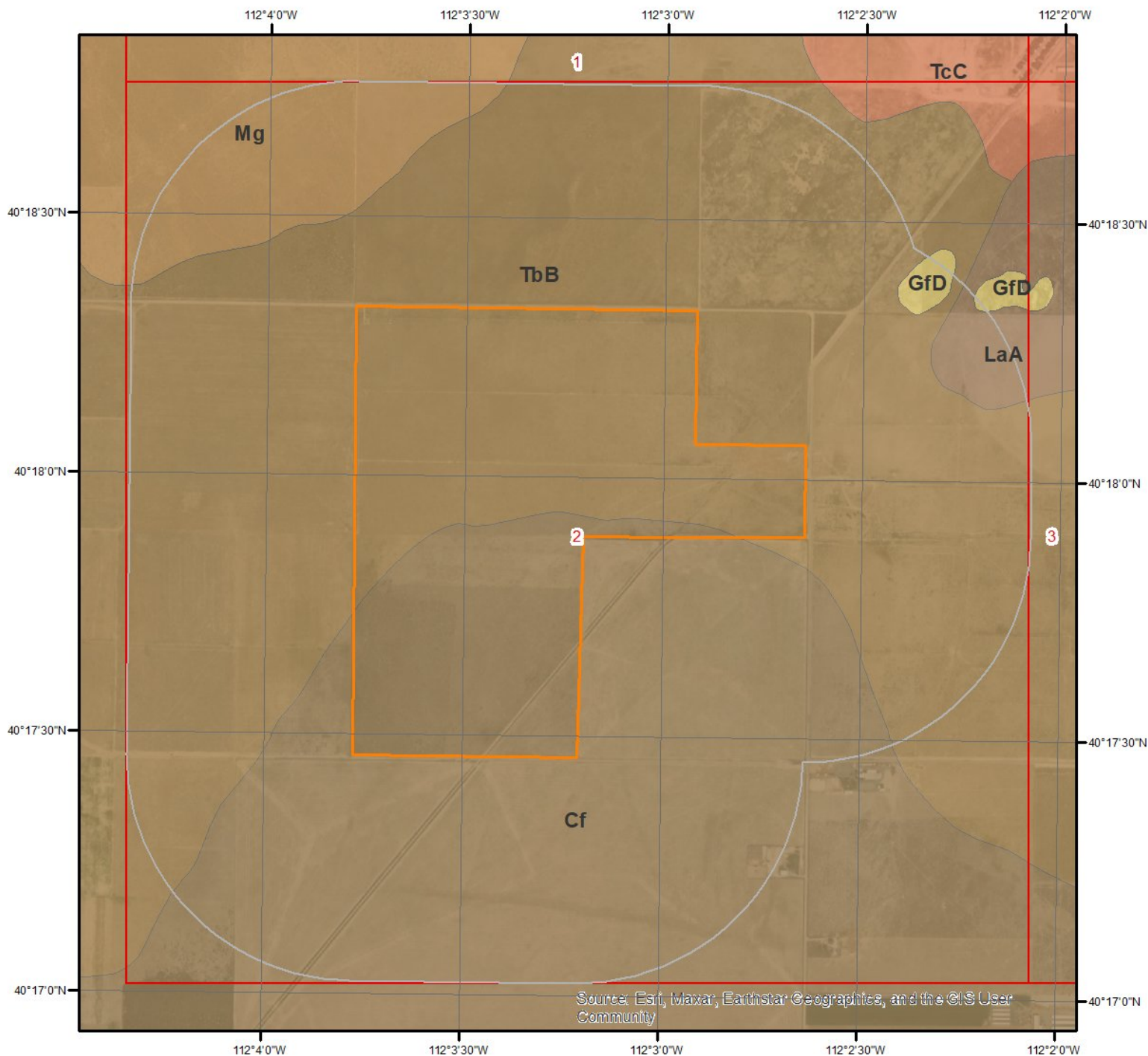
0 0.2 0.4 Miles



This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.



Soil Information



SSURGO Soils - Page 2

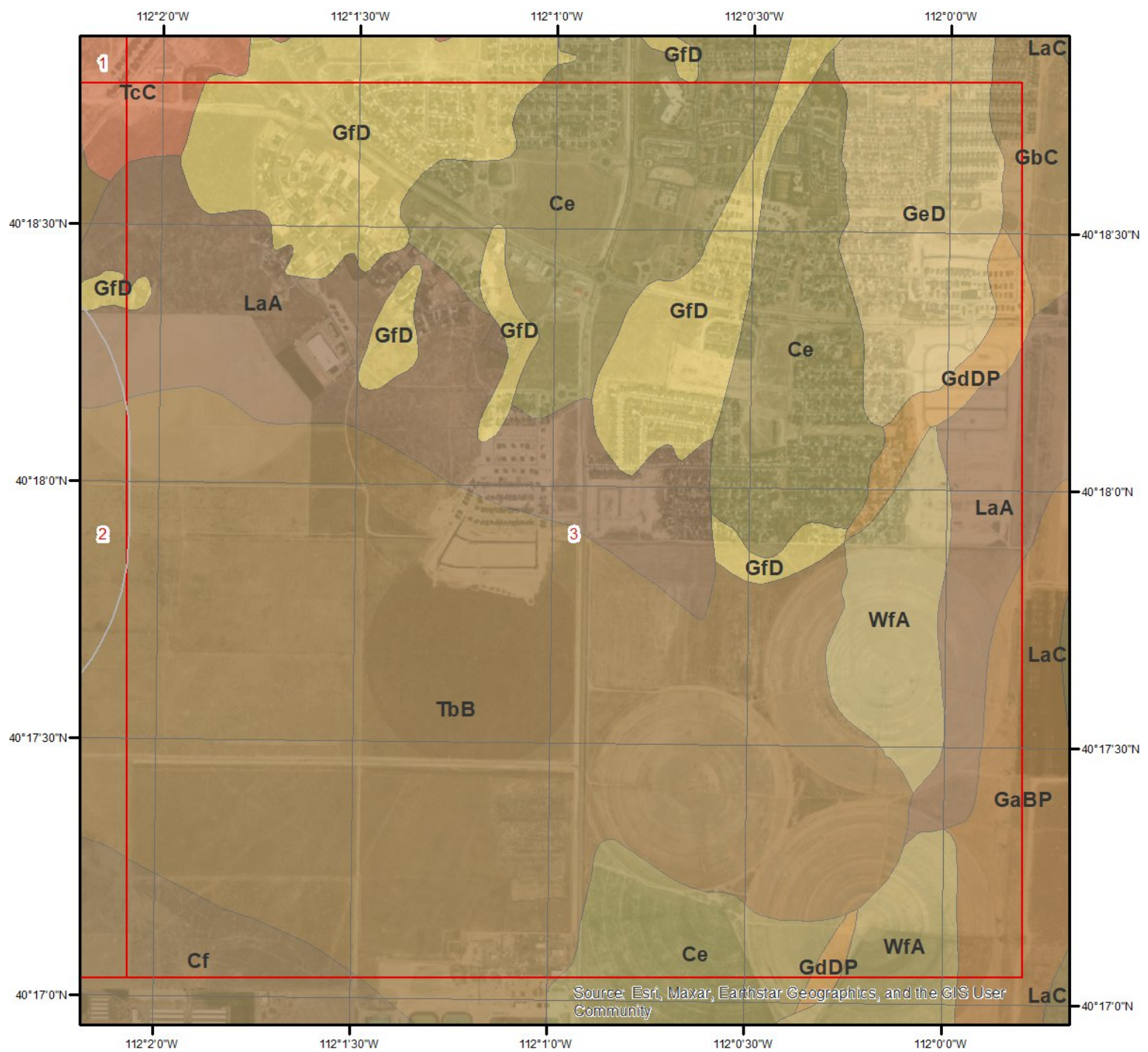
0 0.2 0.4 Miles



This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.

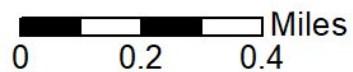


Soil Information



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

SSURGO Soils - Page 3



This maps shows SSURGO soil units around the target property. Please refer to the report for detailed soil descriptions.



Soil Information

The previous page shows a soil map using SSURGO data from USDA Natural Resources Conservation Service. Detailed information about each unit is provided below.

Map Unit Cf (65.25%)

Map Unit Name:	Cheebe silty clay loam
Bedrock Depth - Min:	null
Watertable Depth - Annual Min:	null
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	D - Soils in this group have high runoff potential when thoroughly wet. Water movement through the soil is restricted or very restricted.

Major components are printed below

Cheebe(80%)

horizon A11(0cm to 5cm)	Silty clay loam
horizon A12(5cm to 10cm)	Silty clay loam
horizon A13(10cm to 20cm)	Silty clay loam
horizon B1(20cm to 38cm)	Silty clay
horizon B21t(38cm to 51cm)	Silty clay
horizon B22t(51cm to 79cm)	Silty clay
horizon B3ca(79cm to 112cm)	Silty clay
horizon C1ca(112cm to 140cm)	Silty clay loam
horizon C2(140cm to 165cm)	Clay

Component Description:

Minor map unit components are excluded from this report.

Map Unit: Cf - Cheebe silty clay loam

Component: Cheebe (80%)

The Cheebe component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on lake terraces. The parent material consists of lake sediment derived from limestone, sandstone & shale. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is high. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R028AY004UT Alkali Flat (black Greasewood) ecological site. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 45 percent. The soil has a slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 27 within 30 inches of the soil surface.

Component: Woodrow (5%)

Generated brief soil descriptions are created for major soil components. The Woodrow soil is a minor component.

Component: Cheebe (5%)

Generated brief soil descriptions are created for major soil components. The Cheebe soil is a minor component.

Component: Harding (5%)

Generated brief soil descriptions are created for major soil components. The Harding soil is a minor component.

Component: Goldrun (5%)

Generated brief soil descriptions are created for major soil components. The Goldrun soil is a minor component.

Map Unit GfD (0.1%)

Map Unit Name:	Goldrun-Medburn complex, 0 to 10 percent slopes
Bedrock Depth - Min:	null

Soil Information

Watertable Depth - Annual Min:	null
Drainage Class - Dominant:	Somewhat excessively drained
Hydrologic Group - Dominant:	A - Soils in this group have low runoff potential when thoroughly wet. Water is transmitted freely through the soil.

Major components are printed below

Goldrun(60%)

horizon A1(0cm to 5cm)	Loamy fine sand
horizon C1(5cm to 28cm)	Loamy fine sand
horizon C2(28cm to 66cm)	Fine sand
horizon C3(66cm to 122cm)	Fine sand
horizon C4(122cm to 152cm)	Loamy fine sand

Medburn(25%)

horizon A11(0cm to 10cm)	Fine sandy loam
horizon A12(10cm to 20cm)	Fine sandy loam
horizon C1(20cm to 38cm)	Fine sandy loam
horizon C2(38cm to 61cm)	Fine sandy loam
horizon C3(61cm to 81cm)	Fine sandy loam
horizon C4(81cm to 104cm)	Gravelly sandy loam
horizon C5(104cm to 152cm)	Fine sandy loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: GfD - Goldrun-Medburn complex, 0 to 10 percent slopes

Component: Goldrun (60%)

The Goldrun component makes up 60 percent of the map unit. Slopes are 0 to 10 percent. This component is on lake terraces, alluvial fans. The parent material consists of sand & alluvium derived from sandstone & igneous rocks. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is somewhat excessively drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. This component is in the R028AB222UT Semidesert Sand (four-wing Saltbush) ecological site. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 9 percent. There are no saline horizons within 30 inches of the soil surface.

Component: Medburn (25%)

The Medburn component makes up 25 percent of the map unit. Slopes are 2 to 4 percent. This component is on lake terraces, alluvial fans. The parent material consists of alluvium derived from igneous rock and/or alluvium derived from sandstone. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R028AY226UT Semidesert Sandy Loam (wyoming Big Sagebrush) ecological site. Nonirrigated land capability classification is 6s. Irrigated land capability classification is 2e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 9 percent. There are no saline horizons within 30 inches of the soil surface.

Component: LINOYER (10%)

Generated brief soil descriptions are created for major soil components. The LINOYER soil is a minor component.

Component: GENOLA (5%)

Generated brief soil descriptions are created for major soil components. The GENOLA soil is a minor component.

Map Unit LaA (2.25%)

Map Unit Name:	Linoyer very fine sandy loam, 0 to 1 percent slopes
Bedrock Depth - Min:	null
Watertable Depth - Annual Min:	null
Drainage Class - Dominant:	Well drained

Soil Information

Hydrologic Group - Dominant:

A - Soils in this group have low runoff potential when thoroughly wet. Water is transmitted freely through the soil.

Major components are printed below

Linoyer(80%)

horizon A11(0cm to 5cm)	Very fine sandy loam
horizon A12(5cm to 13cm)	Very fine sandy loam
horizon C1(13cm to 46cm)	Very fine sandy loam
horizon C1(46cm to 89cm)	Very fine sandy loam
horizon C1(89cm to 152cm)	Very fine sandy loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: LaA - Linoyer very fine sandy loam, 0 to 1 percent slopes

Component: Linoyer (80%)

The Linoyer component makes up 80 percent of the map unit. Slopes are 0 to 1 percent. This component is on alluvial fans, lake terraces. The parent material consists of mixed alluvium and lake sediment derived from sedimentary rocks. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. This component is in the R028AY226UT Semidesert Sandy Loam (wyoming Big Sagebrush) ecological site. Nonirrigated land capability classification is 6e. Irrigated land capability classification is 2e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 23 percent. There are no saline horizons within 30 inches of the soil surface.

Component: LINOYER (10%)

Generated brief soil descriptions are created for major soil components. The LINOYER soil is a minor component.

Component: MEDBURN (5%)

Generated brief soil descriptions are created for major soil components. The MEDBURN soil is a minor component.

Component: GENOLA (5%)

Generated brief soil descriptions are created for major soil components. The GENOLA soil is a minor component.

Map Unit Mg (4.44%)

Map Unit Name: Mellor silt loam

Bedrock Depth - Min: null

Watertable Depth - Annual Min: null

Drainage Class - Dominant: Well drained

Hydrologic Group - Dominant: D - Soils in this group have high runoff potential when thoroughly wet. Water movement through the soil is restricted or very restricted.

Major components are printed below

Mellor(85%)

horizon A11(0cm to 8cm)	Silt loam
horizon A12(8cm to 18cm)	Silt loam
horizon B2t(18cm to 38cm)	Silty clay loam
horizon B3tca(38cm to 51cm)	Silty clay loam
horizon C1(51cm to 76cm)	Silty clay loam
horizon C2(76cm to 102cm)	Silty clay loam
horizon C3(102cm to 152cm)	Silty clay loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: Mg - Mellor silt loam

Soil Information

Component: Mellor (85%)

The Mellor component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on lake terraces, alluvial fans. The parent material consists of alluvium derived from limestone, sandstone, and shale and/or lacustrine deposits derived from limestone, sandstone, and shale. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches (or restricted depth) is low. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. This component is in the R028AY004UT Alkali Flat (black Greasewood) ecological site. Nonirrigated land capability classification is 7s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 20 percent. The soil has a strongly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 27 within 30 inches of the soil surface.

Component: Harding (5%)

Generated brief soil descriptions are created for major soil components. The Harding soil is a minor component.

Component: MANASSA (5%)

Generated brief soil descriptions are created for major soil components. The MANASSA soil is a minor component.

Component: Woodrow (5%)

Generated brief soil descriptions are created for major soil components. The Woodrow soil is a minor component.

Map Unit TbB (27.96%)

Map Unit Name:	Thiokol silt loam, dry, 0 to 2 percent slopes
Bedrock Depth - Min:	null
Watertable Depth - Annual Min:	null
Drainage Class - Dominant:	Well drained
Hydrologic Group - Dominant:	C - Soils in this group have moderately high runoff potential when thoroughly wet. Water transmission through the soil is somewhat restricted.

Major components are printed below

Thiokol(85%)

horizon A11(0cm to 8cm)	Silt loam
horizon A12(8cm to 15cm)	Silt loam
horizon A13(15cm to 25cm)	Silt loam
horizon B21(25cm to 43cm)	Silt loam
horizon B22(43cm to 58cm)	Silt loam
horizon C1ca(58cm to 91cm)	Silty clay loam
horizon C2ca(91cm to 119cm)	Silty clay loam
horizon C3(119cm to 152cm)	Silty clay loam

Component Description:

Minor map unit components are excluded from this report.

Map Unit: TbB - Thiokol silt loam, dry, 0 to 2 percent slopes

Component: Thiokol (85%)

The Thiokol component makes up 85 percent of the map unit. Slopes are 0 to 2 percent. This component is on lake terraces. The parent material consists of lacustrine deposits derived from sedimentary rock and/or lacustrine deposits derived from igneous rock. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is high. Shrink-swell potential is moderate. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R028AY220UT Semidesert Loam (wyoming Big Sagebrush) ecological site. Nonirrigated land capability classification is 6e. Irrigated land capability classification is 3e. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 35 percent. The soil has a very slightly saline horizon within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 15 within 30 inches of the soil surface.

Component: LINOYER (5%)

Generated brief soil descriptions are created for major soil components. The LINOYER soil is a minor component.

Component: GENOLA (5%)

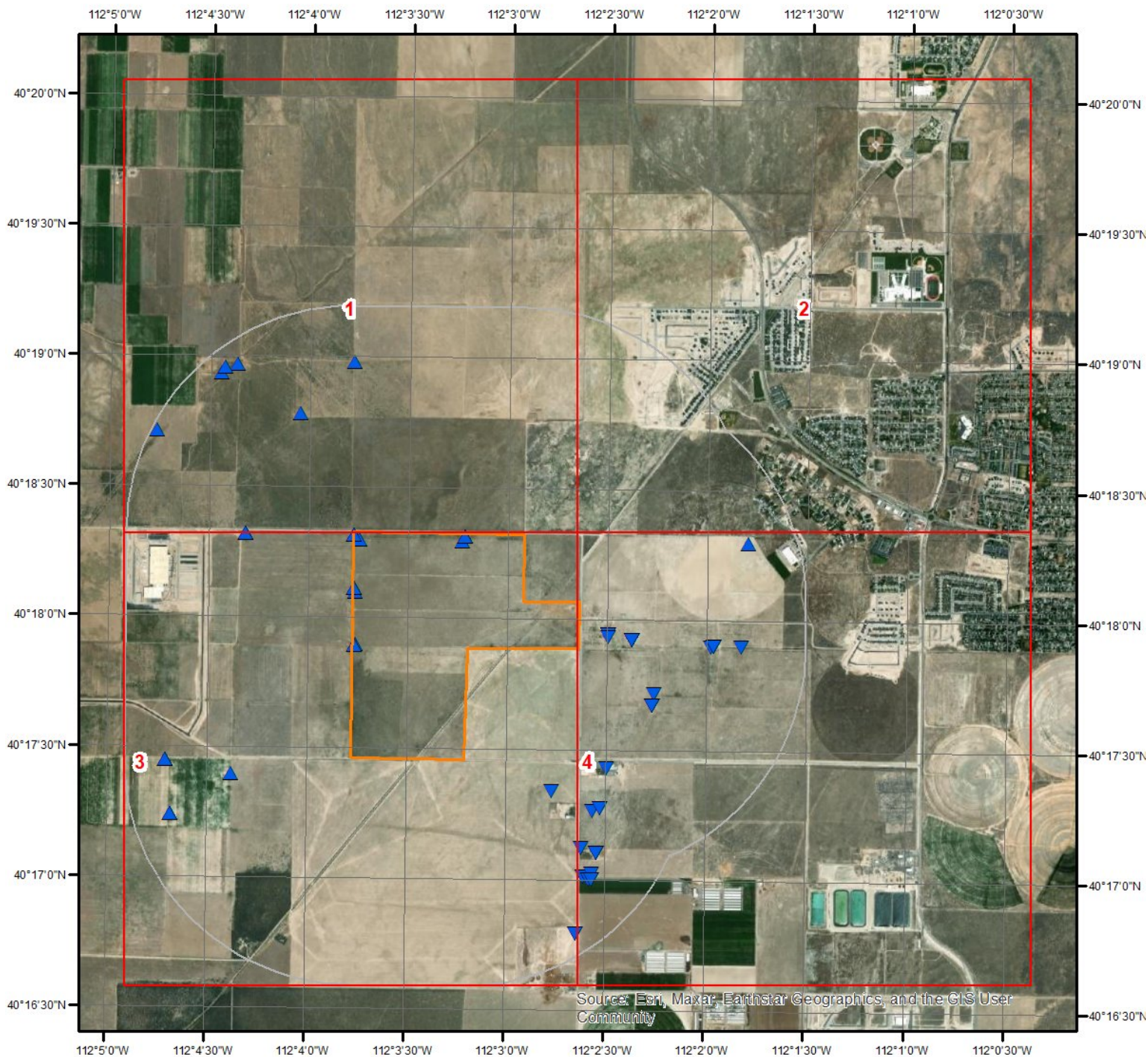
Soil Information

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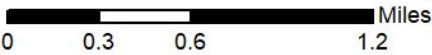
Component: Woodrow (5%)

Generated brief soil descriptions are created for major soil components. The Woodrow soil is a minor component.

Wells and Additional Sources



Wells & Additional Sources



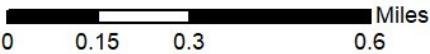
- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



Wells & Additional Sources - Page 1



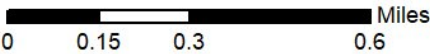
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| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



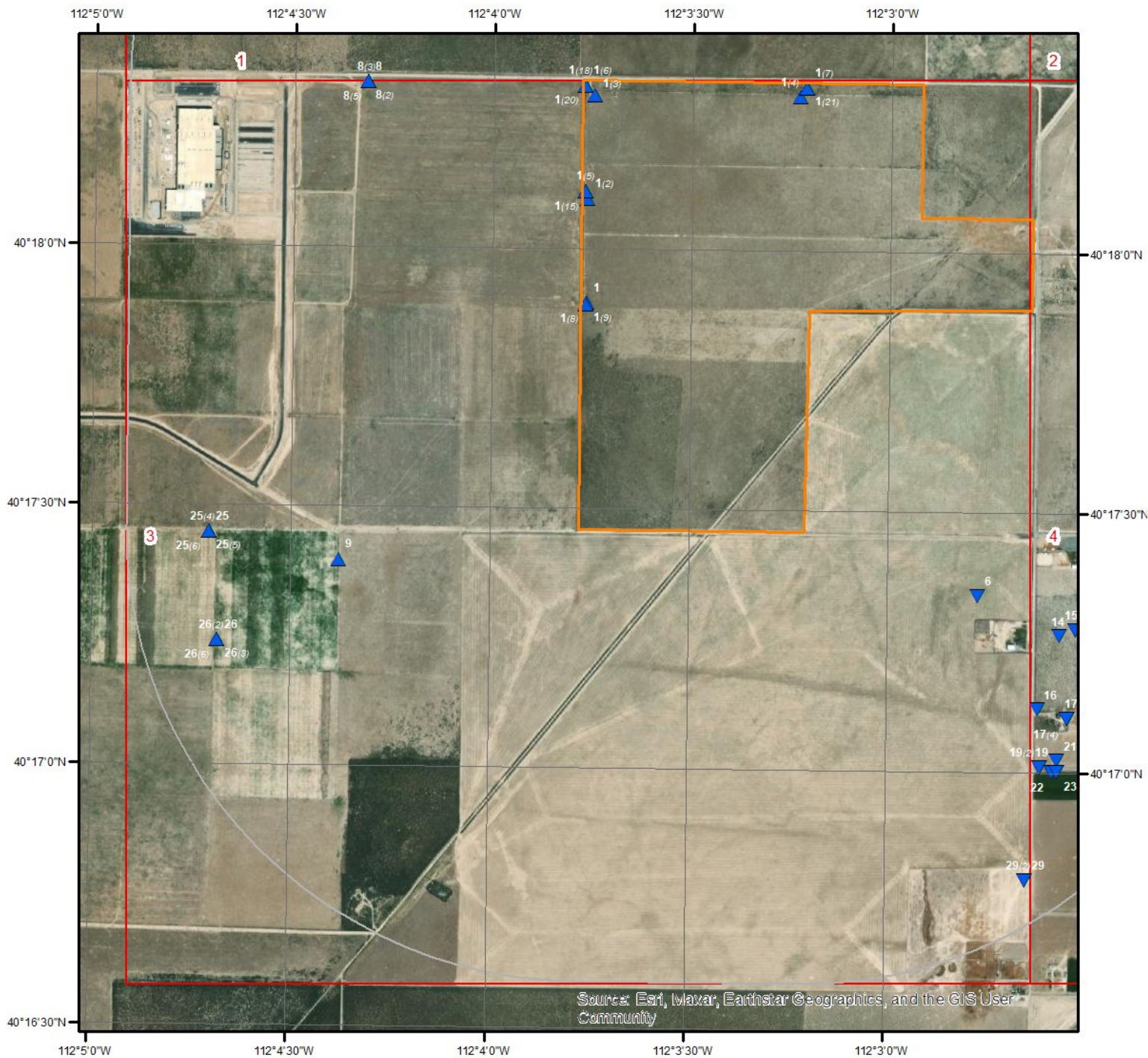
Wells & Additional Sources - Page 2



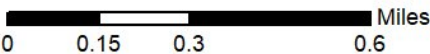
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|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



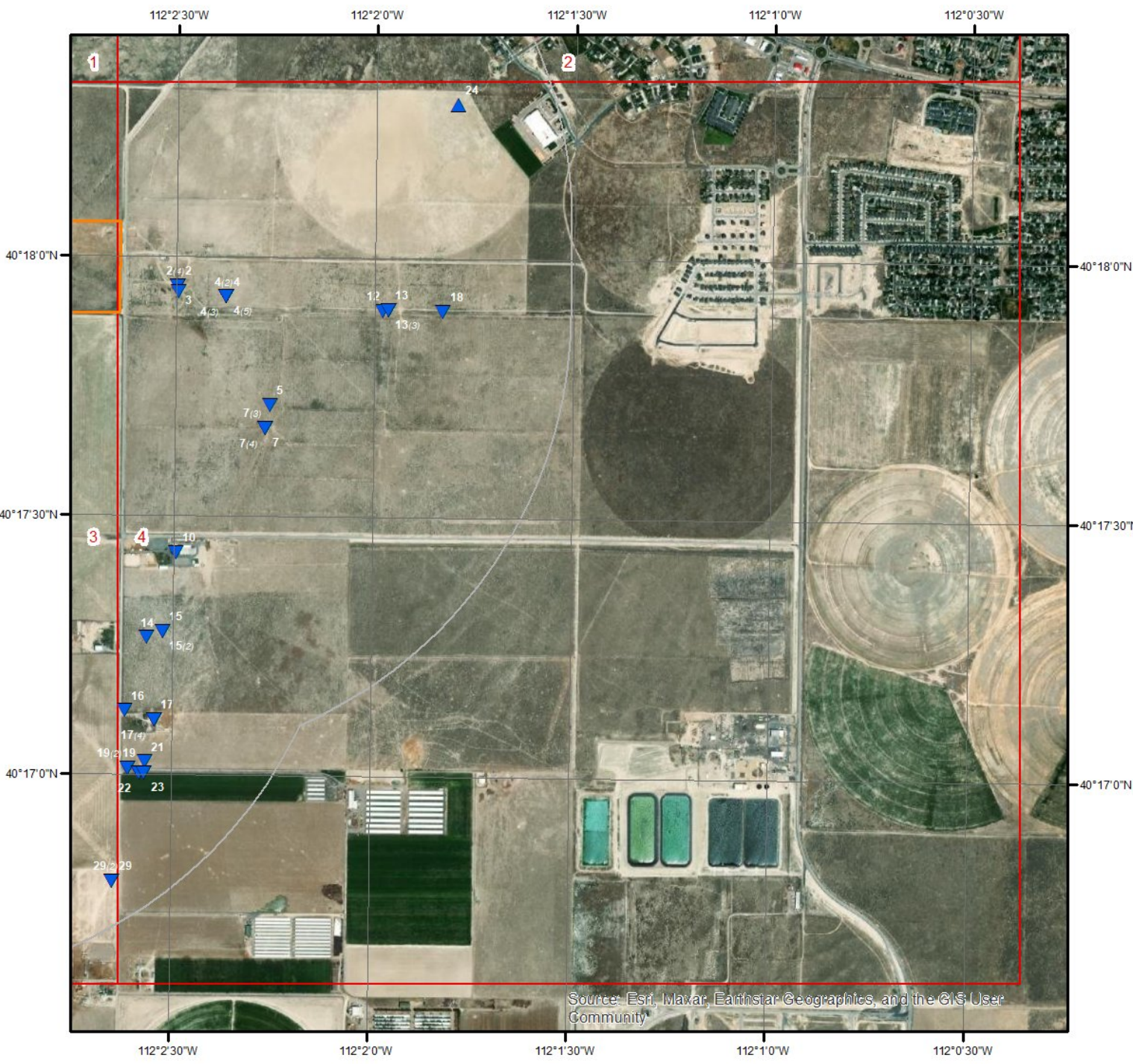
Wells & Additional Sources - Page 3



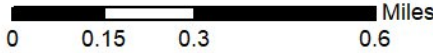
- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



Wells and Additional Sources



Wells & Additional Sources - Page 4



- | | |
|--------------------------------|------------------------------------|
| ▲ Sites with Higher Elevation | ▲ OGW Sites with Higher Elevation |
| ■ Sites with Same Elevation | ■ OGW Sites with Same Elevation |
| ▼ Sites with Lower Elevation | ▼ OGW Sites with Lower Elevation |
| ○ Sites with Unknown Elevation | ● OGW Sites with Unknown Elevation |



EXHIBIT D: Land Use Maps

Applicant does not yet have a specific site plan. However, Exhibit B shows the location of the proposed overlay and the planned usage is for a regional data center, as described below.

Summary

In January 2023, UTLCO Eagle Mtn Two, LLC (the “Developer” & Applicant) signed a Purchase and Sale Agreement to acquire ~668 acres represented by five parcels of land from Monte Vista Ranch, LLC (the “Seller”). A map and legal description of the specific parcels is attached to this application.

The intended use for this land is data center development and as such, the “Developer” is petitioning the Eagle Mountain City Council to extend the RTI Overlay District to include each of these parcels and to document the by-right data center zoning as part of a development agreement. This narrative is a supplement to the application filed to initiate that rezoning approval for the full 688 acres. If approved, this project would enable a long-term commitment in the form of significant investment and partnership on the part of the Developer to Eagle Mountain and its stakeholders.

Community Benefits

Eagle Mountain already has experience with data centers, so we expect the City Council will agree that data center development represents the highest and best use for land planned for industrial use. Specifically, data center development offers four key benefits to the city and its residents. First, data centers are capital intensive developments that create a significant and durable property tax base. Second, data centers create local jobs that pay well above the average salary for Eagle Mountain. Third, data centers create digital infrastructure that directly benefits local communities, including expanded fiber networks. Finally, data centers provide local governments the ability to expand industrial activity without significant stress on transportation infrastructure.

Data Center Park Description

While the Developer does not yet have a detailed site plan for the above-referenced parcel, the Data Center Park is expected to encompass two master planned technology centers with scalable parcels and pre-positioned infrastructure. Before end user agreements are signed, the Developer plans to invest \$50M + to extend power transmission and substations, build a new fiber conduit network, connect into City water and sewer systems, procure water rights/shares and work with partners to pre-position renewable energy resources to support client sustainability commitments.

Site Plan Description

Specific site plans are currently being developed but the Master Development Plan (the “Master Plan”) intends to create multiple 50 to 400-acre campuses connected by a road network internal to the property and accessed via a W 4000N, Pole Canyon Blvd and North Tyson Parkway. To address reasonable community interests to maintain the integrity and character of this portion of Eagle Mountain, the Master Plan will comply with the requirements of the RTI Overlay to include reasonable setbacks from all roads and property lines and will specifically include a mix of earthworks and professionally designed tree/landscaping screens to minimize the visual impact and any minor noise impact of the data center park on the surrounding community. Similarly, development in the park will require use of downlights to minimize light pollution.

Within each planned campus, customer requirements and engineering preferences will dictate data center footprints and infrastructure needs. The target customer set has adopted standard building blocks that are typically (but not exclusively) one to two stories with physical footprints ranging from 75K SF at the low end to 150K SFT at the midpoint and 250K+ SF at the high end. Each data center will have discreet power and cooling infrastructure on and around the building envelope along with dedicated access, delivery ramps and parking. These specs are subject to change as the industry continues to evolve, but the Developer feels confident this provides a good baseline for planning. Standard procurement behavior on the part of data center operators suggests that end users will look to find campuses large enough to support sequential growth into 3-10 identical data centers within a campus.

Site Investment / Financial Analysis

Data Centers

Assuming no further expansion, the Master Plan envisions 600+ developable acres for data center campuses, supporting 900MW+ of capacity at full utilization. Fill rates will be market dependent, however historical consumption trends suggest the 900MW capacity could be reached within 10-15 years from the completion of the initial data center shell.

Standard construction costs for large data centers range from \$8M/MW to \$10M/MW, depending on engineering design choices. Taking the midpoint of that range as our expectation, 900MW will generate \$9B of investment into Real Property (building shell and fixed infrastructure). Fixed cooling infrastructure is typically replaced in 10 years while fixed power infrastructure is typically replaced in 20 years.

The largest investment into this development will be in the form of network and computer equipment (Personal Property) purchases made by Cloud Service Providers who chose to self-build or by the end customers of Wholesale Data Center Providers. Using both top down and bottom-up analysis, we expect \$15B-\$20B worth of computer and network equipment to be deployed at full capacity. Computer equipment is typically replaced every three years, which provides for a consistent personal property tax base, even as installed equipment depreciates. Load estimates suggest that in excess of \$80B will be spent on computer and telecom equipment over the initial 20 years as equipment is refreshed.

Expected Employment

There are several user-specific variables that impact the number of direct jobs required to operate each data center / data center campus. At full build, the Developer expects 175-200 new permanent positions working in the data center park, earning average salaries well in excess of the Eagle Mountain mean salary. In addition, according to the Virginia Economic Development Partnership, for every one job inside a data center, four are created outside the data center. Given the expected clustering of data center investment beyond the existing Meta data center, the Developer expects that a number of companies that support data centers on a contract basis (maintenance, engineering, construction, supplies, etc.) will establish dedicated support offices in Eagle Mountain.

In addition to permanent employment required to operate the data center, the nature of data center campus construction yields ongoing construction activity as the next data center is generally started soon after the first is commissioned for operation. Based on construction activity on data center campuses in other markets and insight from data center construction companies with shared investors, the Developer expects a consistent level of 1,000+ construction jobs for 5-10 years once construction initiates and ramps to a steady state.

EXHIBIT E: **Zoning Districts**

The proposed development and request for extension of the zoning overlay is for industrial data center usage, which is compatible with the proposed Regional Technology and Industry Overlay Zone. This overlay zone exists on neighboring parcels and similar data center usages are currently active on those properties.

EXHIBIT F: **Property Owner's Affidavit**

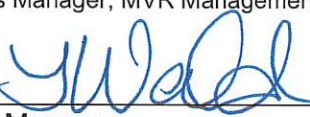
AFFIDAVIT AND CONSENT OF PROPERTY OWNER

STATE OF UTAH)
COUNTY OF UTAH) : ss.

Monte Vista Ranch, L.C., a Utah limited liability company ("**Owner**"), being duly sworn, states that it is the owner of the real property located in Eagle Mountain City, Utah County, Utah more particularly described on attached **Exhibit A** ("**Property**") and consents to UTLCO Eagle Mtn. Two, LLC, a Delaware limited liability company ("**UTLCO**"), submitting and processing a Rezone Application with Eagle Mountain City to rezone the Property to be included within the Regional Technology and Industry Overlay Zone, which rezone, if approved, shall be conditioned upon, and effective upon, UTLCO acquiring fee title to the Property from the Owner.

OWNER:

Monte Vista Ranch, L.C.,
a Utah limited liability company
By: its Manager, MVR Management, LLC, a Utah limited liability company

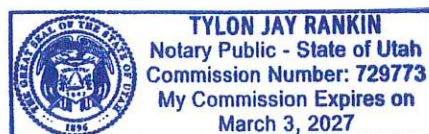
By: 
Its: Manager
Print Name: Tiffany Walden
Date: 3/15/2023

Subscribed and sworn to me this 15 day of March, 2023.


NOTARY PUBLIC
Residing at: 1754 E. Cedar Trails Way
Eagle Mountain, UT 84005

My Commission Expires:

March 3, 2027



**Exhibit A
To
Affidavit and Consent of Property Owner**

Property Description

PARCEL 1:

NORTH HALF AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO STEVEN GEORGE SMITH AND KAY SMITH IN THAT CERTAIN WARRANTY DEED RECORDED JUNE 12, 1997 AS ENTRY NO. 44889 IN BOOK 4293 AT PAGE 427 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO SHARK INVESTMENTS CORP., INC. IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED APRIL 06, 2009 AS ENTRY NO. 35757:2009 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°36'26" EAST 369.61 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°36'26" EAST 12.00 FEET; THENCE SOUTH 00°42'29" EAST 115.71; THENCE EAST 32.80 FEET; THENCE SOUTH 101.00 FEET; THENCE WEST 101.00 FEET; THENCE NORTH 101.00 FEET; THENCE EAST 56.20 FEET; THENCE NORTH 00°42'29" WEST 115.80 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO SHARK INVESTMENTS CORP., INC. IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MAY 04, 2009 AS ENTRY NO. 48701:2009 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°36'26" EAST 94.33 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH LINE OF SAID SECTION 15, SOUTH 89°36'26" EAST 14.01 FEET; THENCE SOUTH 01°28'18" EAST 140.64; THENCE SOUTH 89°37'35" EAST 88.13 FEET; THENCE SOUTH 00°22'25" WEST 97.00 FEET; THENCE NORTH 89°37'35" WEST 105.00 FEET; THENCE NORTH 00°22'25" EAST 97.00 FEET; THENCE SOUTH 89°37'35" EAST 2.86 FEET; THENCE NORTH 01°28'18" WEST 140.64 TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT A POINT 82.5 FEET EAST OF THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 412.5 FEET, THENCE SOUTH 5,280 FEET; THENCE EAST 825 FEET; THENCE NORTH 1,056 FEET; THENCE WEST 412.5 FEET; THENCE NORTH 4,224 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

SOUTHWEST QUARTER OF NORTHEAST QUARTER; SOUTHEAST QUARTER OF NORTHWEST QUARTER; EAST HALF OF SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; ALSO LOTS 3 AND 4; SOUTH HALF OF SOUTHEAST QUARTER; AND NORTHEAST QUARTER OF SOUTHEAST QUARTER; NORTHEAST QUARTER OF NORTHWEST QUARTER; NORTH HALF OF NORTHEAST QUARTER AND LOTS 1 AND 2 OF SAID SECTION 31.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY:

COMMENCING AT A POINT 82.5 FEET EAST OF THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 412.5 FEET, THENCE SOUTH 5,280 FEET; THENCE EAST 825 FEET; THENCE NORTH 1,056 FEET; THENCE WEST 412.5 FEET; THENCE NORTH 4,224 FEET TO THE POINT OF BEGINNING.

Date: March 17, 2023

From: Evan Berrett, Economic Development Director

To: Eagle Mountain City Planning Commission

Re: Applicant request for RTI Overlay Expansion

Eagle Mountain City Planning Commission,

I wish to convey my support for the request to expand the RTI overlay zone per the request of the applicant. Eagle Mountain City residents and leadership know well the positive impacts that the RTI overlay zone has had on the economic development of our city, and we have seen the tremendous impact that companies who benefited from this overlay have had on our community. The company has presented a new concept to City staff that would ultimately lead to additional companies more rapidly gaining interest in building datacenters in Eagle Mountain.

A few concerns I frequently hear about datacenters in Eagle Mountain include whether we will end up with too many datacenters, if datacenters will draw too much water, or whether we are not diversified enough economically. The RTI overlay zone currently covers sections in the southern end of our city and in the Pole Canyon area. The southern area, in particular, is uniquely suited for datacenters given the lack of transportation access for hauling goods. We have already discussed with the applicant the desire to attract only datacenter operators who do not use water for cooling. And Eagle Mountain City staff is working hard to attract other industrial partners but expect them to be more attracted to areas along Eagle Mountain Blvd. and SR-73 to be closer to workforce, major transportation corridors, and other amenities.

I believe that is in the interest of the City to support the addition of more datacenters, particularly in the areas that the applicant is seeking to ultimately develop. Please reach out with any questions at any time. Thank you.

Sincerely,





**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Adopting the Third Amendment to the Fiscal Year 2022-2023 Annual Budget.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	\$990,166		
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Kimberly Ruesch, Admin

PRESENTED BY:

Kimberly Ruesch

RECOMMENDATION:

Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, adopting the third budget amendment of the Fiscal Year 2022-2023 Annual Budget.

BACKGROUND:

The 3rd amendment to the fiscal year 2022-2023 budget will increase the budget by \$990,166 and reflects changes to the General Fund, Sewer Fund, Fleet Fund, and Debt Service Fund. \$464,000 of the increased spending will be funded by developer contributions. The remaining expenses will be covered by revenues received during the year.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

ORD--FY 2023 Budget Amendment #3
EXHIBIT--Budget Amendment Worksheet

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH AMENDING THE FISCAL YEAR 2022-2023 ANNUAL BUDGET (THIRD AMENDMENT)

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend the budget for fiscal year 2022-2023; and

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

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

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

2. “FISCAL YEAR” means that year which began on the first day of July, 2022, and ends on the last day of June, 2023.

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

4. This Ordinance shall be effective for fiscal year 2022-2023.

ADOPTED by the City Council of Eagle Mountain City this 2nd day of May, 2023.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 2nd day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



Fund Type	FY 2022-23 Original Budget	Amendmendments		
		10/4/2022	12/6/2022	5/2/2023
General Fund	\$ 29,380,967	\$ 54,580,276	\$ 27,904,217	\$ 28,433,648
Special Revenue Funds	\$ 28,683,722	\$ 28,722,842	\$ 33,126,631	\$ 33,126,631
Enterprise Funds	\$ 39,283,611	\$ 48,323,665	\$ 48,653,493	\$ 48,940,628
Internal Service Funds	\$ 2,365,756	\$ 2,541,226	\$ 2,541,226	\$ 2,614,826
Capital Projects General Fund	\$ 13,269,091	\$ 39,341,744	\$ 36,990,644	\$ 36,990,644
Debt Funds	\$ 62,500	\$ 62,500	\$ 2,106,469	\$ 2,206,469
Redevelopment Agency	\$ 9,256,544	\$ 9,256,544	\$ 9,256,544	\$ 9,256,544
Total Budget	\$ 122,302,191	\$ 182,828,797	\$ 160,579,224	\$ 161,569,390
Increase/(Decrease)		\$ 60,526,606	\$ (22,249,573)	\$ 990,166



Budget Amendment

May 2, 2023

<u>Fund Name</u>	<u>Account</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
General Fund					
Engineering	10-11-41710-4531	\$ 20,000	\$ 484,000	\$ 464,000	GIS/Inspection Services - Funded with Development Agreement
Information Technology	10-19-41955-4261	\$ 294,374	\$ 305,705	\$ 11,331	SeamlessDocs subscription renewal/Granicus agenda management upgrade
Information Technology	10-19-41955-4531	\$ 176,000	\$ 226,000	\$ 50,000	Increase funding for onsite services as part of Executech contract
Information Technology	10-19-41955-7412	\$ 105,550	\$ 109,650	\$ 4,100	Replace projector in Council Chambers no longer functions
Human Resource	10-19-41980-6211	\$ 50,000	\$ -	\$ (50,000)	Transfer budget related to Property Insurance from HR to Facilities
Facilities	10-19-41950-6211	\$ -	\$ 50,000	\$ 50,000	Transfer budget related to Property Insurance from HR to Facilities
Subtotal General Fund:				\$ 529,431	
Enterprise Funds					
Sewer	52-81-52100-7307	\$ 4,115,000	\$ 4,245,000	\$ 130,000	Increase for design options to accomodate future expansion that will save money in the long run if addressed now.
Sewer	52-45-52000-2513	\$ 242,000	\$ 399,135	\$ 157,135	Type 3 Reuse system - Funded with Development Agreement
Subtotal Enterprise Funds:				\$ 287,135	

<u>Fund Name</u>	<u>Account</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Change</u>	<u>Detail</u>
Internal Service Funds					
Fleet	54-45-54000-2522	\$ 125,000	\$ 155,000	30,000	Plow truck repair
Fleet	54-45-54000-6211	\$ -	\$ 43,600	43,600	Add budget for Auto Insurance Premiums
Subtotal Impact Fee Funds:				<u><u>\$ 73,600</u></u>	
Debt Service Funds					
2013 Special Assessment Area	72-71-47172-8111	\$ 30,000	\$ 130,000	\$ 100,000	Increase to bond call based on collections as per bonding requirements
Subtotal Debt Service Funds:				<u><u>\$ 100,000</u></u>	
Total Increase(Decrease):				<u><u>\$ 990,166</u></u>	



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapters 7.10 Tree Planting and Care; 16.35 Development Standards for Required Public Facilities; 17.10 Definitions; 17.25 Residential Zones; and 17.60 Landscaping, Buffering, Fencing and Transitioning.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	0.00		
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

Yes

PREPARED BY:

Natalie Winterton, Admin

PRESENTED BY:

Natalie Winterton & Terrence Dela Pena

RECOMMENDATION:

Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 7 Parks, Trails, and Special Events; Chapter 16 Subdivisions; and Chapter 17 Zoning.

In order to conserve water and to be eligible for CUWCD and State conservation incentives, staff recommends that new construction follow updated landscape standards, as recommended by the CUWCD, by restricting and/or updating irrigation standards, percentage of grass per residential lot, open space landscape standards, etc.

BACKGROUND:

The Central Utah Water Conservancy District and the State of Utah have released recommendations for landscape standards in order to conserve water. Without aligning with some basic conservation requirements, citizens of Eagle Mountain City are ineligible to

receive landscape rebates and incentives provided by the CUWCD or the State of Utah. Many citizens have inquired about the rebates and were ineligible to receive them due to the City's code. Additionally, in order to maintain a relationship with the CUWCD wherein further water rights can be obtained by the city, the Water District requires that certain standards be met by the City. These proposed changes would allow the City to meet those standards.

ITEMS FOR CONSIDERATION:

Requiring that new construction has these updated landscape standards will create more costs for developers that could be passed down to the homebuyers. However, CUWCD and state incentives are available (if this code is passed) that will help make up the price difference for the developers. City staff also has plans to present other fiscally efficient standards for developers to install landscapes that align with the proposed standards.

Adopting the new water-efficient landscaping standards for new construction can qualify both new and current residents to qualify for CUWCD and state programs and rebates. Also, the city will benefit from ensuring enough access to water supply for the residents.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

This item will appear before the Planning Commission on April 25, 2023.

ATTACHMENTS:

[ORD--EMMC Titles 7, 16, and 17 Regarding Landscaping](#)
[EXHIBIT--EMMC Titles 7, 16, and 17 Regarding Landscaping](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTERS 7.10 TREE PLANTING AND
CARE; 16.35 DEVELOPMENT STANDARDS FOR REQUIRED PUBLIC FACILITIES;
17.10 DEFINITIONS; 17.25 RESIDENTIAL ZONES; AND 17.60 LANDSCAPING,
BUFFERING, FENCING AND TRANSITIONING**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Chapters 7.10 Tree Planting and Care; 16.35 Development Standards for Required Public Facilities; 17.10 Definitions; 17.25 Residential Zones; and 17.60 Landscaping, Buffering, Fencing and Transitioning, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapters 7.10 Tree Planting and Care; 16.35 Development Standards for Required Public Facilities; 17.10 Definitions; 17.25 Residential Zones; and 17.60 Landscaping, Buffering, Fencing and Transitioning.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 2nd day of May, 2023.

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 2nd day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 7.10

TREE PLANTING AND CARE

7.10.020 Definitions.

A. "City trees" shall mean any tree which is located on Eagle Mountain City property, including parks, city facilities, and park strips which the city has designated as being maintained by the city.

B. "Hazard trees" shall mean any tree which obstructs the view of street signs and damages city infrastructure. A "hazard tree" shall further be defined as a tree that is a danger to other trees, plants, or humans because of weaknesses or death brought on by diseases or injury, location, unsafe or unmanaged growth, and other unsafe characteristics. A tree shall also be defined as a hazard tree when a harmful disease is present and reasonable risk of spread exists.

C. "Heritage tree" shall mean any tree which is determined to have special significance to the community as of historic value, unique quality, significant girth or height, or protected species identified in the development process as a city resource and is formally accepted as a heritage tree by the city council.

~~D. "Other plantings" shall mean any shrubs, grass or ground cover planted within street rights-of-way or easements, or in proximity thereto, or on adjoining property.~~

~~D E.~~ "Street tree" shall mean any tree hereafter planted within any street right-of-way or easement adjacent thereto.

~~E F.~~ "The city" or "city" shall mean Eagle Mountain City.

~~F G.~~ "Top" or "topping" shall mean improper or unacceptable pruning practices involving pruning cuts made within the tree that do not allow for compartmentalization of the wound. "Top" or "topping" shall also mean cutting branches or stems of a tree at random locations or to a branch connection that is not of sufficient size to assume apical dominance. "Topping" can also be defined as removing more than 25 percent of the living canopy of a tree during any growing season.

~~G H.~~ "Tree trimming" shall mean the removal of plant parts to control growth and enhance performance or function in the landscape by developing and preserving tree structure and health in accordance to approved and acceptable pruning practices. The removal of water sprouts, sucker growth, and hanging limbs constituting less than 10 percent of the tree canopy is not considered tree trimming according to the provisions of this chapter. [Ord. O-06-2019 § 2 (Exh. A)].

Chapter 16.35

DEVELOPMENT STANDARDS FOR REQUIRED PUBLIC FACILITIES

16.35.105 Park and improved open space requirements.

The amount of land required for parks shall be calculated during the master development plan, preliminary plat and/or site plan approval process, according to the requirements in EMMC [17.25.040](#), Residential development standards. The park requirements are intended to be flexible in order to best meet the recreational needs of a neighborhood.

A. All improved open space must meet the following requirements:

1. Improved open space shall enhance the development by providing landscaping features, screening for the benefit of the occupants or those in neighboring areas, recreational amenities, or a general appearance of openness. Improved open space shall not include driveways, parking lots, sidewalks (adjacent to roads), common area (not parks) in multifamily and cluster/patio home developments, any area occupied by a building, nor areas so located or so small as to have no substantial value for the purposes stated in this definition. In order to count towards required improved open space, landscaped areas must be at least 8,000 square feet in size, no less than 20 feet in any dimension, and shall not exceed 15 percent slope.
2. Developers are encouraged, whenever possible, to consolidate improved open space into larger parks that may be used by more than one neighborhood, or improve existing nearby parks. Collocation with schools or other institutions is also encouraged. If the neighborhood is within 1,320 feet of an existing park, the developer may be required to improve the existing park rather than create additional park space within the development, at the discretion of the planning commission and city council.
3. Parks shall be integrated as key features into the design of the street and residential lot pattern, and not simply be added as afterthoughts on less buildable land. They shall be connected with homes and other neighborhood parks and open space areas via sidewalks or trails.
4. No unit/lot should be located more than one-quarter mile from a park, wherever possible.
5. Each park must have access along a public road and may not contain "hidden" areas that are not clearly visible.
6. All functional park ~~or open space~~ areas (meaning areas of the landscape dedicated to active recreation where lawn may be used as the playing surface) require sod (not grass seed) with an improved irrigation system, flower/planter beds with irrigation, and other improvements. Parks shall be designed with a mixture of shrubs, trees, ornamental plantings, and grass areas. The landscape treatments shall be designed to enhance the sense of place while remaining water-wise.
7. Other non-functional improved open space areas shall be improved with drought-resistant grasses or other waterwise landscaping approved by the City.
- 8 7. Parks smaller than two acres will generally be maintained by the community association or local homeowners' association. If no HOA exists or will exist for the project, a fee in lieu or improvement of an existing public park may be required.

9 8. Stormwater detention or retention basins may only be considered towards meeting the required improved open space if the useable portion of the pond is improved with sod and the basin is designed to be an amenity, including trails around the pond, boardwalks, bridges, or other features. Improved open space credit may be awarded up to a maximum rate of 75 percent for improved stormwater basins, at the approval authority's discretion.

10 9. Natural open space areas shall be left in their natural state. These areas may be improved with paved trails and necessary improvements to establish trails and any associated viewing areas. Any disturbed open space caused by construction activities shall be restored to its natural state and the required revegetation shall not be counted towards improved open space requirements. Improvements within the open space shall be counted toward the minimum amenity requirement for a project. Only the amenity and not the adjacent area containing the amenity may be counted toward the required element points, at the approval authority's discretion.

11 10. Open space shall be fully improved prior to recording the first plat in a project, or a separate cash escrow of \$3,750 per lot must be put in place with the city with each plat to cover the anticipated cost of park improvements. For example: final plat = 20 lots; cash escrow for final plat = \$75,000 (\$3,750 x 20).

12 11. Fee in Lieu. An applicant may request to pay, or the city may require the applicant to pay, a fee in lieu of dedication and construction of improved open space, to be paid with the recordation of each final plat. The fee shall be calculated as follows:

a. The fee in lieu shall be calculated at a rate of \$3.75 per square foot of required improved open space, plus the appraised value of the open space. If a fee in lieu is collected, the city shall determine the timing and location of park improvements, but the improvements should be made on a park that benefits the future residents of the development. If the developer is required to improve an existing park, the improvements shall be made prior to recording the first plat.

Example

44-Lot Subdivision

Required open space = 44,000 sq ft x \$3.75 = \$165,000

Appraised value = \$35,000

\$165,000 + \$35,000 = \$200,000

\$200,000/44 lots = \$4,545.45

13 12. Required land shall be dedicated free and clear of all taxes and encumbrances at recordation of the first subdivision plat or approval of the first site plan.

14 13. All parks are required to provide a mixture of amenities. No more than 33 percent of the required amenity points may be met by a combination of trails and parking.

B. The design of the parks and open space shall be proposed by the developer and reviewed and/or revised by the city. The city will use the parks and open space master plan, community desires and needs, and existing amenities in other parks to help determine appropriate elements for a specific park or open space area. At least 10 points per 0.1 acre or 100 points per acre are required in the

design of improved open space, according to Table 16.35.130(c). The following minimum programming is generally required for each park or open space area:

1. Grass area large enough for children's play or multi-use fields.
2. Shady seating areas with benches or tables provided by a shade structure, pavilion, or grove of trees.
3. Additional uses, such as tot lots or other play structures, depending on the needs of the surrounding neighborhood and proximity to other play structures. Creative play structures are encouraged and may be given additional points.
4. Must be connected to the neighborhood by sidewalks or trails, and should have internal trails.
5. A variety of landscaping, including trees, shrubs, ornamental grasses, and waterwise landscaping.
6. A basketball court, sports court, or other recreational element, depending on the size of the development and needs of the area.
7. An appropriate number of garbage receptacles with park elements, including pavilions, picnic tables, playground equipment, splash pad, benches, etc. [Ord. [O-36-2020](#) § 2 (Exh. A); Ord. [O-20-2018](#) § 2 (Exh. A); Ord. [O-25-2016](#) § 2 (Exh. A); Ord. [O-06-2015](#) § 2 (Exh. A); Ord. [O-16-2011](#) § 2 (Exh. A)].

Chapter 17.10

DEFINITIONS

17.10.030 Definitions.

"Abandonment" means to cease or discontinue a use or activity for one year without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

"Accessory dwelling unit (ADU)" is an independent habitable living unit, with a kitchen, bath facilities, and its own entryway, which is (1) within or attached to an owner-occupied single-family residential dwelling, or (2) within a separate detached accessory structure, or above a detached garage, on a single-family lot. Does not include motor homes, fifth-wheels, travel trailers, campers, or other housing units on wheels.

"Accessory structure or building" means a subordinate structure detached from but located on the same lot as the principal structure, the use of which is incidental and accessory to that of the principal structure.

“Accessory use” means a use that (1) is clearly incidental to and customarily found in connection with a principal or main use; (2) is subordinate to and serves a principal or main use; (3) is subordinate in extent, area, or purpose to the principal or main use; (4) is located on the same lot as the principal or main use; and (5) contributes to the comfort, convenience, or necessity of occupants, business, or industry of the principal or main use. Home businesses shall be considered an accessory use. Accessory uses may occur within a principal structure and shall not necessarily take place in an accessory structure.

“Active recreation areas” means areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (ex. sports fields and play areas).

“Adjacent” or “adjoining” includes all lots or parcels that directly border the lot or parcel on which a development is proposed, and all lots or parcels separated from that lot or parcel by only a public or private easement or right-of-way, including streets and irrigation canals.

“Affected entity” means a county, municipality, independent special district under Title [17A](#), Chapter [2](#), Utah Code Annotated 1953, Independent Special Districts; local districts under Title [17B](#), Chapter [2](#), Utah Code Annotated 1953, Local Districts; school districts, interlocal cooperation entities established under Title [11](#), Chapter [13](#), Utah Code Annotated 1953, Interlocal Cooperation Act; specified public utilities, or the Utah Department of Transportation if: (1) the entity’s services or facilities are likely to require expansion or significant modification because of an intended use of land; (2) the entity has filed with the municipality a copy of the entity’s general or long-range plan; or (3) the entity’s boundaries or facilities are within one mile of land which is the subject of a general plan amendment or land use ordinance change.

“Agricultural use” means the use of a tract of land for growing crops in the open, dairying, pasturage, horticulture, floriculture, general farming uses and necessary accessory uses, including the structures necessary for carrying out farming and ranching operations and the residence of the person who owns or operates the farm, and the family thereof; provided, however, such agricultural use shall not include: the raising or keeping of fur-bearing animals, or the operation of commercial stockyards, or feed yards, slaughterhouses, rendering facilities, or concentrated animal production operations such as hog or poultry farms.

“Alluvial fan” means an outward spreading, gently sloping mass of alluvium deposited by a stream, especially in an arid or semiarid region where a stream issues from a narrow canyon onto a plain or valley floor. Viewed from above it has the shape of an open fan, the apex being at the canyon mouth.

“Animal care service” means a commercial or nonprofit facility providing medical or surgical treatment, clipping, bathing or other services, including incidental boarding to dogs, cats, and other animals. Typical uses do not include kennels, short-term pet sitting, or hobby breeding; these uses shall comply with Chapter [6.05](#) EMMC.

“Appeal authority” means a person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or variance.

“Application” means an application required by this title or EMMC Title [16](#).

“Art gallery” means an establishment engaged in the sale, loan or display of paintings, sculpture or other works of art. This term does not include libraries or museums.

“Asphalt and concrete production” means the production of asphalt and/or concrete in one or more plants, including, but not limited to, batch plants, together with the excavation and storage of rock, sand, gravel, and other materials used in the production of asphalt and/or concrete. This term shall include the presence and operation of rock crushers, screens, shredders and other earth and plant sorting, moving, processing, and grading equipment and buildings, facilities and storage yards used to mix asphalt and concrete products.

“Assisted living facility” means a residential facility, licensed by the state of Utah, with a home-like setting that provides an array of coordinated supportive personal and healthcare services, available 24 hours per day, to residents who have been assessed under Utah Department of Health or the Utah Department of Human Services rules to need any of these services and who have a service plan based on the assessment, which may include: specified services of intermittent nursing care; administration of medication; and support services promoting residents’ independence and self-sufficiency. An assisted living facility does not include a residential facility for persons with a disability or an adult day care provided in conjunction with a residential facility for elderly persons or a residential facility for persons with a disability.

“Auditorium” means a multi-purpose assembly facility that is designed to accommodate conventions, live performances, trade shows, sports events and other similar public events.

“Auto service, major” means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including paint, body and fender, and major engine and engine part overhaul, provided it is conducted within a completely enclosed building.

“Auto service, minor” means an establishment engaged primarily in the repair or maintenance of motor vehicles, trailers and similar large mechanical equipment, including brake, muffler, upholstery work, tire repair and change, lubrication, tune-ups and transmission work, provided it is conducted within a completely enclosed building.

“Automobile gas station” means an establishment for the retail sale of automotive fuels and lubricants and at which no vehicle repair or maintenance service is offered. Such an establishment may offer for retail sale other convenience items such as food, and may also include a car wash.

“Automobile, truck, recreational vehicle and equipment sales or rental” means sales or rental of both new or used motor vehicles and equipment from indoor or outdoor areas, but not to include nonserviceable or junk vehicles or equipment.

“Bank” means a business principally involved in the lending, borrowing, exchanging, issuing or safeguarding of money, under charter from an agency of the state of Utah or the United States.

“Bar” or “tavern” means a business principally involved in the sale of alcoholic beverages under license from the city and the state of Utah.

“Bed and breakfast facility” means a limited commercial activity conducted within a structure, which includes dining and bathroom facilities with sleeping rooms, on a residential scale for short-term guest rental. This definition will typically involve overnight accommodations, limited food services, parking facilities and open space in a natural setting.

“Berm” means a wall or landscaped bank of raised earth or stone that creates a ridge or embankment.

“Block” means the distance along any given road frontage between two intersections with three or more connecting links.

“Buildable land” means any land suitable for development or construction of any building or structure, and all other land not classified as unbuildable land. For the purposes of calculating improved open space acreage requirements, buildable land shall include all land incorporated within the boundaries of any lot.

“Buildable lot area” means that portion of a building lot not included within any required yard setbacks, public utility easement, or open space within which a main building may be located.

“Building” means any structure used or intended for supporting or sheltering of any use or occupancy.

“Building official, city” means the employee, contractor, individual or firm responsible for all building construction plan reviews, inspection of all building construction, enforcement of the city’s adopted building codes and policies and any other responsibilities required by the city relating to the construction of buildings.

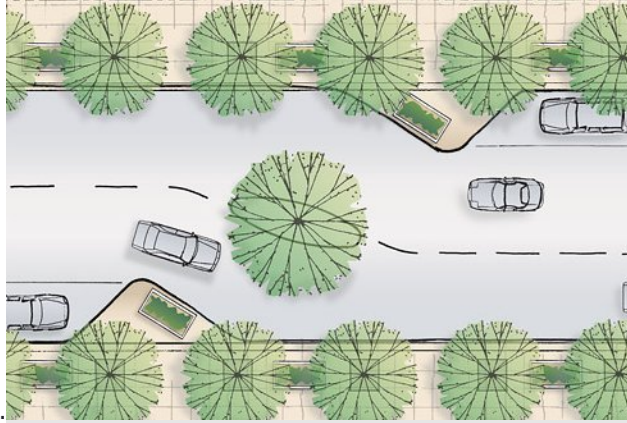
“Car wash” means a facility engaged in cleaning or detailing motor vehicles, including cars, passenger trucks, and recreational vehicles, whether self-service, automatic or by hand. A car wash may be an accessory use to an automobile gas station or convenience store, or it may be a principal use on the lot.

Certificate of Occupancy. A certificate of occupancy is issued upon the completion of a building and any accompanying improvements required by the city and its ordinances.

“Character” means the aggregate of all features and traits that form the individual nature of a person or thing.

“Check cashing and deferred deposit lender” means an organization involved in the providing of loans or consideration to customers in exchange for personal property, such as property titles or personal checks. Such services shall include check cashing businesses licensed and/or defined by the state pursuant to the Check Cashing Registration Act, car title loan businesses, deferred deposit loan businesses, and businesses of a similar nature offering such services as a primary function. The term “financial service” shall not include fully automated standalone services, such as automated teller machines, nor those used and defined herein as “bank.”

“Chicane” means a series of narrowings or curb extensions that alternate from one side of a street to



the other forming S-shaped curves.

“Church” means a place of worship, synagogue, temple, mosque or other place of religious worship, including any accessory use or structure used for religious observances.

“City” means Eagle Mountain City, Utah.

“City council” means Eagle Mountain’s elected and governing body.

“Clear vision triangle” means a clear line of sight provided at intersections by delineating triangular areas adjacent to all intersections, within which no parking, building, structure, ~~berming~~ or landscaping over three feet in height above the street shall be permitted. Single-trunk trees may be planted within such areas, but only where the tree will be pruned to eliminate all branches and foliage below eight feet. Driveways are prohibited within the clear vision triangle of local streets unless there is no other feasible placement of a driveway on a lot. Clear vision triangles may not be required if an approved chain link or other non-sight-obscuring fence is used. See Chapter [17.60](#) EMMC for more information.

“Cluster home” means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. A cluster homes development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as patio homes.

“Commercial riding arena” means commercial roping or other equestrian events and riding arenas (unlighted), as well as commercial roping and riding arenas and other equestrian events (lighted) which may or may not be totally enclosed within a structure.

“Communication facility” means a tower or structure used for transmitting a broadcast signal or for receiving a broadcast signal (or other signal) for retransmission.

“Community recreation center” means a place, structure, area or other facility used to provide social and recreational programs generally open to the public and designed to accommodate and serve some segment of the community.

“Compatible” or “compatibility” means consistent with, harmonious with, similar and complementary to the use and/or function of natural systems and/or existing land uses in an area.

“Concept plan” means a pre-application opportunity for the city administrator and the planning commission to be made aware of an impending development proposal and for the developer to be made aware of possible issues and questions, as well as the applicable requirements of this title. Concept plans are not approved or denied, but are intended to only identify and raise relevant issues related to the proposed development.

Conditional Use. A conditional use allows certain structures in zones which may be acceptable under special conditions and in specific locations within the zoning district. Conditional uses require a special permit that is approved subject to the use meeting standards contained in this title.

“Conditional use permit” means a permit granted by the city that allows a use identified as requiring conditional use approval in the zoning district regulations or elsewhere in this title.

“Condominium” means a single unit in a multi-unit project or structure which is separately owned, which may be combined with an undivided interest in common areas and facilities of the property, and subject to the Utah Condominium Ownership Act.

“Conference center” means a facility designed for conventions, conferences, seminars, product displays, recreation activities, and entertainment functions, along with accessory functions including temporary outdoor displays, and food and beverage preparation and service for on-premises consumption.

“Connectivity index” means a ratio of roadway links and nodes that serve as a metric for measuring the level of connectivity.

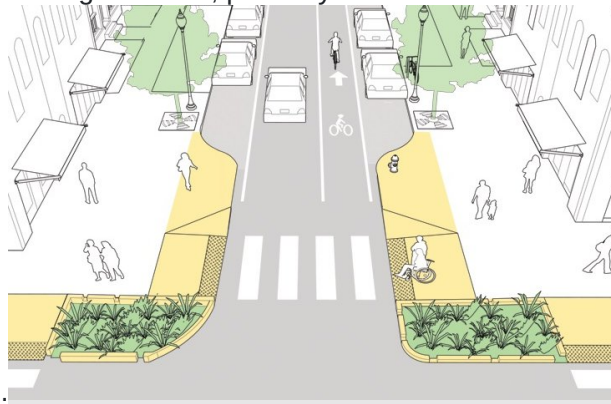
“Constrained land” means all land with a slope greater than 25 percent or encumbered by floodplains.

“Construction office trailer” means a mobile home, travel trailer, truck trailer, or other temporary structure used as an office in conjunction with a construction project.

“Corner lot” means any lot that is bordered by more than one street where such streets are not parallel.

“Culinary water authority” means the person, department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.

“Curb extension” means a traffic calming measure, primarily used to extend a sidewalk, reducing the



crossing distance for pedestrians.

“Day care center, adult” means a nonmedical facility for the daytime care of adults who, due to advanced age, disability or impairment, require assistance and/or supervision during the day.

“Day care center – child, large” means an establishment providing care and maintenance to 50 or more children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.

“Day care center – child, small” means an establishment providing care and maintenance to more than 12, but fewer than 50, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services.

“Day care establishment – family, child” means an establishment providing care and maintenance to four or more, but fewer than 12, children separate from their parents or guardians, and as licensed by the Office of Licensing of the Utah State Department of Human Services to be provided within a single-family residence.

“Degree of nonconformity” means the measured extent to which an existing use or building fails to comply with a requirement of this title. For example, the degree of nonconformity of a parking lot that has four spaces, but serves a commercial use requiring nine, is five parking spaces. No change in the nonconforming use that would reduce the number of parking spaces could be permitted, because that would increase the degree of nonconformity.

“Density” means the gross number of dwelling units per acre. Gross acreage includes the entire development (roads, neighborhood parks and squares, neighborhood commercial centers, etc.).

“Density” is not synonymous with “lot size.”

“Development” means any activity or construction, excluding normal agricultural activities, that changes the basic character or use of the land, including the division of land into two or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any regulated mining, excavation, landfill, or substantial land disturbance; and any use or extension of the use of land. The following operations or uses shall not be taken to be development for the purposes of this title:

1. Work by a highway or road agency for the maintenance of a road, if the work is carried out on land within the boundaries of the right-of-way;
2. Utility installations;

3. Landscaping for residential uses; and

4. Work involving the maintenance of existing landscaped areas and existing rights-of-way such as setbacks and other planted areas.

“Development agreement” means a form of contract between city and developer that establishes in detail the specific improvements required for some development approvals and which may contain other requirements on which the approval is conditioned. They may also vest certain additional rights with the developer or the city.

“Development density area acreage” means the total (gross) acreage of the development density area and approved project improvements.

“Drive-through service” means a feature or characteristic of a use involving sales or products or provision of services to occupants in vehicles, including drive-in or drive-up windows that allows customers to transact business or receive services or goods while remaining in their motor vehicles.

“Drought-resistant grasses” means grasses that, once established, will require limited or no regular irrigation for adequate appearance, growth, and disease resistance.

“Earth products extraction” means the extraction and removal of sand, gravel, topsoil, and other earth products from underground mines or open pits. This term shall include the presence and operation of rock crushers, screens, shredders and other earth and plant sorting, moving, processing, and grading equipment and stockpiles, waste dumps, buildings, facilities and storage yards used in and relating to the extraction and removal of earth products.

“Electronics repair shop” means a use engaged in repair of household electronic items and appliances.

“Engineer, city” means the employee, contractor, individual or firm responsible for all municipal engineering activities including, but not limited to, design of public infrastructure, construction inspection of public infrastructure, long-range capital infrastructure planning, design and construction review services and any other responsibilities required by the city.

“Equestrian center” means (1) an establishment engaged in the boarding, feeding, or general care of horses or other large animals for personal or commercial purposes, and (2) includes uses such as agriculturally oriented gatherings, assemblies and shows, and the sale of feed, tack and other agricultural products.

“Equine assisted therapy center” means an outpatient facility that offers therapeutic equestrian riding, equine-assisted services, and equine-facilitated therapeutic services, and may offer licensed clinical therapy services.

Existing. The term “existing” is used to indicate a parcel of land, use, or building that was in existence on the effective date of the ordinance codified in this title.

“Family” is defined as follows:

1. One or more persons related by blood, marriage, adoption or legal guardianship, including foster children, living together as a single housekeeping unit in a dwelling unit; or

2. A group of not more than four persons not related by blood, marriage, adoption, or legal guardianship living together as a single housekeeping unit in a dwelling unit; or

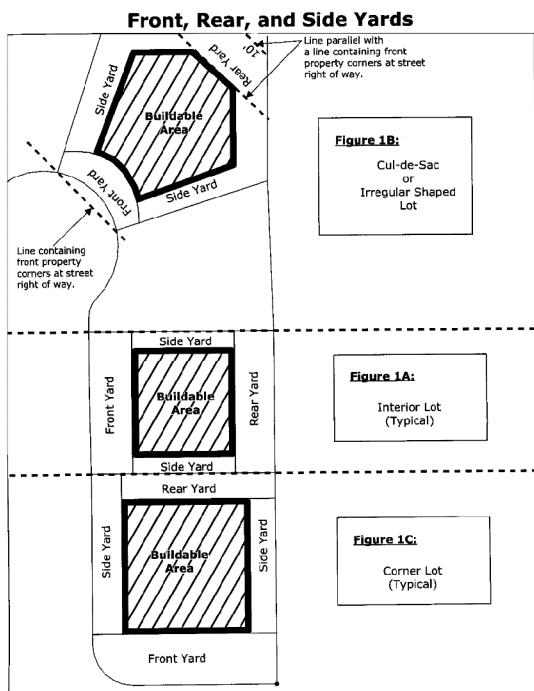
3. Two unrelated persons and their children living together as a single housekeeping unit in a dwelling unit.

The term “family” shall not be construed to mean a club, group home, lodge, fraternity/sorority house or shelter.

“Final plat” means a drawing recordable under the provisions of the Utah Code.

“Floor area ratio” means the total floor area of a building, including all floors, divided by the total lot size.

“Front yard” means any property extending across the full width of a lot from the front line of the lot to the nearest wall of the main building situated on the lot, including, but not limited to landscaping, and driveway(s).



“Garden center” means an establishment for the growing, cultivation, storage, or sale of plants, flowers, trees, shrubs, garden plants, bushes, landscaping materials, or similar plantings, including materials, tools, implements, equipment, and packaged substances for the maintenance and care of such plantings intended for ornamental, garden, or landscaping purposes. Typical uses include greenhouses, plant and tree nursery, permanent tree lots, and garden supply stores. Typical uses do not include sod farms, storage sites for landscaping materials or cannabis production facilities.

“Garden court” means a detached housing development consisting of a courtyard or park surrounded on two or three sides by homes. These homes are generally facing/fronting the courtyard, are located on small lots or areas of common open space, and are accessed from a residential alley behind the homes.

“General plan” means the comprehensive, long-range strategic future development plan for the city, which includes elements such as future land uses, transportation, housing, parks and open space.

“Group home” means a residential facility established as a single housekeeping unit and shared by no more than eight unrelated persons, exclusive of staff, who require assistance and supervision. A group home is licensed by the state of Utah and provides counseling, therapy and specialized treatment through this temporary living arrangement, along with habilitation or rehabilitation services for physically or mentally disabled persons. See Chapter [17.75](#) EMMC for regulations concerning group homes.

“Hardscape” means durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.

“Home business” means a nonresidential or business activity conducted in a dwelling or a building accessory to a dwelling. Home businesses, by definition, comply with the detailed performance standards of the city’s land development code.

“Hotel” or “motel” means a building or group of buildings containing individual sleeping units designed and used primarily for the accommodation of short-term guests, and with automobile parking or storage available. This definition includes restaurant, food service and group meeting facilities.

“Impact” means the direct or indirect effect or consequence resulting from a development upon land, the environment, the community or any part or segment thereof. The term shall include, but not be limited to, physical, environmental, economic, visual, or auditory effects.

“Improved open space” means park area that is improved as part of a residential development. Improved open space may include, but need not be limited to, lawns, landscape areas, paved trails, active recreation areas, children’s playgrounds, swimming pools, ball fields, multi-purpose courts, tennis courts, and other approved park improvements. The design and included elements in required improved open space are approved at the discretion of the planning commission and city council in accordance with Chapter [16.35](#) EMMC.

“Indoor shooting range” means a target range used for shooting, or for any other use involving the discharge of handguns, rifles, shotguns, or archery bows, which is open to the general public upon payment of a fee and which is located within the confines of a building.

“Interior lot” means any lot that is bordered by only one street.

“Kitchen” means any room and/or other place used, or intended or designed to be used, for cooking or the preparation of food that is at a minimum comprised of a set of fixed cooking facilities other than hot plates or other portable cooking units; includes kitchenettes. Second kitchens in a single-family dwelling are only allowed with a recorded deed restriction, or an approved accessory dwelling unit permit. Outdoor cooking facilities shall be excluded from second kitchen restrictions.

Land Use Application. See “Application.”

“Land use authority” means a person, board, commission, agency, or other body designated by the city council to act upon an application or land use application.

“Land use ordinance” means a planning, zoning, development, or subdivision ordinance of Eagle Mountain City, but not including the general plan.

“Landscaping” means the improvement of a lot, parcel or tract of land with rock material, grass, ground cover, shrubs and/or trees. Landscaping may include pedestrian walks, flower beds, ornamental objects such as fountains, statuary and other similar natural or artificial objects designed and arranged to produce an aesthetically pleasing effect.

“Lawn” means ground that is covered with grass or turf that is regularly mowed.

“Lot” means a parcel of land legally approved by the city for building purposes.

“Lot coverage” means the ratio of the portion of the lot covered by buildings, including accessory buildings, sidewalks, driveways, and other impervious surfaces, to the total lot area.

“Lot frontage” means that portion of a lot extending along a public or private street.

“Lot line adjustment” means the adjustment of a property lot line that meets the requirements of this title for the adjustment of lot lines.

“Lot split” means the division of a single lot or parcel of land from an existing lot of record as of the date of the incorporation of Eagle Mountain City for immediate or future offer, sale, lease, or development that is not exempted by the city’s land development code and where both parcels will have access to a public street.

“Main entrance” means the entranceway of a residence or other building closest to the public street or sidewalk or one which would be reasonably perceived to be the entrance to the structure.

“Major development” means any proposed development process that requires a public hearing and review by the planning commission and city council; these processes generally include, but are not limited to, master development plans, rezoning of property, preliminary and final subdivision plats, site plans, conditional uses, and plat amendments.

“Manufactured home or dwelling” means a single-family dwelling complying with the National Manufactured Home Construction and Safety Standards Act ([4 USC 5401](#)), the International Building Code or the International Residential Code. Mobile homes, travel trailers, houses mounted on self-propelled or drawn vehicles, shipping containers and tents or other forms of temporary housing or portable housing are not included within this definition.

“Manufacturing, heavy” means the assembly, fabrication or processing of goods and materials using processes that ordinarily have greater than average effects on the environment, or that ordinarily have significant effects on the use and enjoyment of adjacent property through noise, dust, smoke, fumes, odors, glare or health or safety hazards or that otherwise do not constitute “light manufacturing.” This term includes processing and fabrication of large or bulky products, products made from raw or extracted materials, or products involving flammable or explosive materials and processes which require land area for fabrication or storage of products. This term shall include refineries and chemical manufacturing.

“Manufacturing, light” means the assembly, fabrication or processing of goods and materials using processes that ordinarily do not create noise, dust, smoke, fumes, odors, glare or health or safety hazards outside of the building or lot where such activities take place, where such uses are housed entirely within a building or where the area occupied by outdoor storage of goods and materials used in such processes does not exceed 25 percent of the floor area of all buildings on the property. Light manufacturing generally includes processing and fabrication of finished products, predominantly from previously prepared materials. This term shall include uses such as electronic equipment production and printing plants.

“Master development plan” means a plan that indicates, among other things, density ceilings, how property will be developed, phasing, utility service, financial feasibility, vehicular and pedestrian circulation, open space, parks and recreation, trails and all other requirements of master development plans found in the city’s land development code.

“Medical and health care offices” means offices or clinics which provide services for the prevention, treatment and care of illness or injury; medical, dental and chiropractic offices; offices devoted to the healing arts such as licensed, accredited massage therapists; licensed physical therapists; and psychotherapists; and which may include a pharmacy, drug store or laboratory intended to serve patients of the medical or dental professions as an accessory use.

“Meeting center” refers to the definition of “conference center.”

“Minor development” means any proposed development process that may be reviewed and approved by the planning director upon compliance with the provisions of this title and EMMC Title [16](#). A minor development may also be an element of a major development application for which the planning commission or city council has performed a previous review and delegated final approval to the planning director upon compliance with the conditions of approval.

“Mixed-use” means a land use accommodating two or more compatible land uses, typically residential and commercial uses.

Motel. See “Hotel.”

“Moving and storage facilities and businesses” means a facility or business engaged in the moving of household or office furniture, appliances, and equipment from one location to another, including the parking of moving vehicles.

“Mulch” means any materials left loose and applied to soil such as rock, bark, compost, wood chips, or other materials.

“Multifamily dwelling” means all attached housing products and types, including condominiums, apartments, townhomes, and twinhomes. Multifamily dwellings may include dwelling units intended to be rented and maintained under central ownership or management, or cooperative apartments, condominiums and the like. Any multifamily dwelling in which dwelling units are available for rental or lease for periods of less than one month shall be considered a short-term rental. See also “Family.”

“Museum” means an institution for the acquisition, preservation, study and exhibition of works of artistic, historical or scientific value and for which any sales relating to such exhibits are incidental and accessory to the exhibits presented.

“Nonconforming lot” means a separate parcel of land that existed on the effective date of the ordinance codified in this title but is too small to serve as a site for building in compliance with the requirements of this title.

“Nonconforming structure” means a structure that: (1) legally existed before its current land use designation; and (2) because of one or more subsequent land use ordinance changes does not conform to setback, height, restrictions, or other regulations, excluding those regulations that govern the use of land.

“Nonconforming use” means a use of land that: (1) legally existed before its current land use designation; (2) has been maintained continuously since the time the land use ordinance regulation governing the land changed; and (3) because of one or more subsequent land use ordinance changes does not conform to the regulations that now govern the use of the land.

“Nonfunctional turf” is an irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.

“Nuisance” refers to the definitions as established in Sections [76-10-801](#), [76-10-803](#), and [78B-6-1101](#), Utah State Code.

“Off-street parking” means parking provided on public or private property, excluding public rights-of-way.

“Office use” means a type of business use, which may or may not offer services to the public, that is engaged in the processing, manipulation or application of business information or professional expertise. An office use is not materially involved in fabrication, assembly or warehousing of physical products for the retail or wholesale market, nor is an office engaged in the repair of products or retail services. Examples include accounting, investment services, architecture, engineering, legal services and real estate services.

“Open space” means an area which is completely free and unobstructed from any structure or parking areas. Landscaping, walkways, covered patio areas, light poles and other ornamental features shall not be considered as obstructions for the purposes of this definition.

“Outdoor sales and display” means a permanent outdoor area used for permanent display of merchandise or goods available for purchase from the business located within a permanent structure.

“Outdoor shooting range” means a target range used for shooting, or for any other use involving the discharge of handguns, rifles, shotguns, or archery bows, which is open to the general public upon payment of a fee and which is located outside the confines of a building.

“Outdoor storage” means the storing of materials, products, and equipment incidental to an allowed use in an outdoor setting that is not accessible to the public.

“Park, community” means one that is typically intended to serve a specific segment of the community, and is generally medium-sized. Park improvements are generally intended to provide a full range of passive and active recreational events. However, extensive lighting or parking will not be utilized in these parks.

“Park, neighborhood” is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.

“Park, regional” is a park with a large area, or it can be constructed in the form of a community recreation facility. It is intended to serve large segments of the population.

“Parking garage” means a communal parking structure used primarily for parking and storage of multiple motor vehicles that is either attached to, incorporated into, or detached from the primary structure. This definition does not apply to single-family residential garages.

“Patio home” means a detached home that is generally located on a small lot or clustered near other detached homes with common open space between the homes. Patio homes may also be attached to one or more other patio homes, each with a small private patio or yard area. A patio home development will generally include a park, courtyard, or additional improved open space within the development. These are sometimes referred to as cluster homes.

“Permitted use” means a use which is authorized by definition in the zone.

“Phasing plan” means a plan that identifies the order and timing of the construction or completion of a development, subdivision, master development plan, site plan or other project.

“Planning director” means the employee, contractor, individual or firm responsible for coordination of all municipal planning activities including, but not limited to, long-range land use planning, ordinance preparation, administration and enforcement of the land development code, land use interpretation, major development review, coordination with the city planning commission and any other responsibilities required by the city relating to planning and development.

“Plant and tree nursery” refers to the definition of “garden center.”

“Planting beds” are areas of landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.

“Plat amendment” means any change in the lot arrangement or routing of rights-of-way or easements within a recorded plat.

“Portable storage” means a container that is either rented or purchased that is specifically designed and manufactured for use as a temporary storage device, not exceeding eight feet in width by 40 feet in length or a total enclosed area of 320 square feet. This definition does not include truck trailers, used semi boxes, or other similar containers that have been modified from a previous use.

“Preliminary plat” means a map indicating the proposed layout of a development and related information that is submitted for preliminary plat approval.

“Private and public schools” means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.

“Public hearing” means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

“Public meeting” means a meeting that is required to be open to the public under Title [52](#), Chapter [4](#), Utah Code Annotated 1953, Open and Public Meetings.

“Rear yard” means any property extending across the full width of the lot and is more or less opposite to the front lot line. The depth of the rear yard is the shortest distance between the rear of the main building and the rear lot line. See Front Yard.

“Reception center” means a facility which is rented by individuals or groups to accommodate private functions including, but not limited to, banquets, weddings, anniversaries and other similar celebrations or gatherings. Such a use may or may not include on-site kitchen/catering facilities.

“Recreational water facility” means a permanent or temporary above-ground or in-ground swimming pool, hot tub, spa or other similar structure that is capable of holding water that is more than 24 inches deep.

“Religious or cultural meeting hall” means a building or buildings owned or maintained by organized religious organizations and nonprofit associations for social, civil or philanthropic purposes, or as a place of worship. Uses also include public nonprofit displays of art, historic or cultural artifacts or other inanimate exhibits, a building used as a lending library or reading room, seminaries (associated with schools), monasteries and convents. This definition shall not include tents or temporary structures.

“Residential, base density” means the residential zone category that consists of projects with gross densities less than or equal to 0.8 dwelling units per acre. All residential projects are allowed to develop at this density.

“Residential facility for persons with a disability” means a residence in which more than one person with a disability resides and which is licensed or certified by: the Utah Department of Human Services under Utah Code Annotated Title [62A](#), Chapter [2](#), Licensure of Programs and Facilities; or the Utah Department of Health under Utah Code Annotated Title [26](#), Chapter [21](#), Health Care Facility Licensing and Inspection Act.

“Residential juvenile group home” means a 24-hour-per-day group living environment for adolescents under the age of 18, unrelated to an owner or operator, that helps individuals who have emotional, psychological, developmental, or behavioral dysfunctions or impairments to acquire and strengthen the social and behavioral skills necessary to live independently in the community.

“Residential rehabilitation and treatment facility” means a facility licensed by or contracted by the state of Utah to provide temporary occupancy and supervision of adults or juveniles in order to provide rehabilitation, treatment, counseling, or educational services. Without limitation, such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse, or mental health.

“Restaurant” means a building, property, or location where the primary purpose is to serve as an eating establishment with facilities in which food is prepared for either on- or off-site consumption. This definition also includes specialty food stores, such as ice cream parlors or delicatessens.

“Retail goods establishment” means a building, property, or activity, the principal use or purpose of which is the sale of physical goods, products, or merchandise directly to the consumer.

“Retail services establishment” means a building, property, or activity where the principal use or purpose is the provision of personal services directly to the consumer. This term shall include barber shops, beauty parlors, laundry and dry cleaning establishments (with off-plant premises), tailoring shops, shoe repair shops, and the like.

“Sanitary sewer authority” means the person, department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer service or on-site wastewater systems.

“Setback” means the minimum required distance between the property line and the building, excluding porches, window wells, verandas, uncovered decks, and other similar structures. Currently recorded or approved subdivisions at the time of enactment of the ordinance codified in this title by the city council shall continue to be subject to side setback requirements of the development code of Eagle Mountain City adopted on September 28, 1999.

1. For interior lots:

a. Front. The front setback is the distance, at the nearest point, from the street right-of-way to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

b. Rear. The rear setback is the distance, at the nearest point, from the alley right-of-way or the property line that is parallel, or more or less parallel, to the street, to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

c. Side. The side setback is the distance, at the nearest point, from a property line that is perpendicular, or more or less perpendicular, to the street, to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

2. For corner lots:

a. Front. The front setback is the distance, at the nearest point, from the street right-of-way on which the principal building has its address to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

b. Rear. The rear setback is the distance, at the nearest point, from the property line opposite the street on which the principal building has its address to the outer foundation wall of the principal building, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

c. Side. The side setback is the distance, at the nearest point, from a property line that is perpendicular, or more or less perpendicular, to the street on which the building has its address, or to any projection that extends more than two feet beyond the outer foundation wall, including basement stairwells.

“Sexually oriented business” refers to the definition as provided in Chapter [5.20](#) EMMC.

“Shipping container” refers to the definition of “portable storage.”

“Shopping center” means a concentration of related commercial establishments with one or more major anchor tenants, shared parking, and unified architectural and site design. A shopping center normally has single or coordinated ownerships/operations/management control and may include separate stand-alone sites as well as architecturally connected units.

“Side yard” means any property between a building and the adjacent side lot line, encompassing any area not considered to be front or back yard. On corner lots, the side yard adjacent to a street shall extend from the back line of the front yard to the rear lot line. The width of the required side setback shall be the shortest distance between the side of the main building and the side lot line. See Front Yard.

“Sign” means any object or structure used to identify, advertise, or in any way attract or direct attention to any use, building, person, or product by any means, including, but not limited to, the use of lettering, words, pictures, and other graphic depictions or symbols.

“Single-family detached dwelling” means any detached single-family residence that averages 20 or more feet in width as measured across the front of the foundation, is attached to a permanent foundation, is permanently connected to the municipal utilities (where available), and is clearly designed, with one front door entrance, for occupancy by one family related by blood or marriage. This specifically includes manufactured homes that meet the foregoing definition and comply with the National Manufactured Home Construction and Safety Standards Act ([40 USC 1504](#)) and the International Building Code or the International Residential Code. Manufactured homes that do not comply with the standards set forth above, such as recreational vehicles and travel trailers, are multifamily dwellings. See also “Family.”

“Site plan review” means an approval process for commercial, industrial, institutional and multifamily dwelling development plans, proposed on property that has been previously zoned for that purpose. Locations of improvements, buildings, parking areas, landscaping, access points, open space, trails, signage, lighting or other site considerations and requirements are part of a site plan review process.

Slope. Slope shall be determined before any site clearing, excavation, or grading, and expressed as a percentage (rise/run x 100). Measurement shall be made perpendicular to the contours of the land, between natural (changes in slope as landforms change) or manmade (road cuts and similar breakpoints) breakpoints.

“Small residential lots” are, for the purposes of landscaping restrictions, lots with a total square footage of 3,000 square feet or less.

“Special district” means an entity established under the authority of Title [17A](#), Utah Code Annotated 1953, Special District, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or unit of the state.

“Stables” means a building in which horses are sheltered, which may be accessory to a resident or other use or a freestanding principal use.

“Story” means that portion of a building included between the upper surface of any floor and the upper surface of the next floor above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above.

“Subdivision” means any land that is divided, re-subdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or

future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms and conditions for the purposes of sale or development. The following are not considered subdivisions where no new streets or public infrastructure is created or is required to be created: (1) divisions of land for agricultural purposes where the resulting parcels are in excess of 160 acres in size; (2) divisions of property by testamentary provisions; (3) divisions of property by court order; (4) consolidation of existing properties by deed or other recorded instrument; (5) a legally approved lot split as defined in this title.

“Subdivision sales office” means a temporary or permanent structure used in a temporary fashion for the sales activity of properties within an under-construction or recently completed subdivision.

“Temporary use” means a land use that is less than 30 days in duration and is most commonly related to specific events such as Pony Express Days, festivals, special sales or other activities.

“Theater, concert hall” means a building used principally to present live performances of plays, operas, concerts and the like to the public.

“Theater, movie” means a building used principally to present showings of cinematic films to the public.

“Tiny home on wheels” means a detached self-contained unit which shall include permanent provisions for living, sleeping, eating, cooking and sanitation. A tiny home on wheels must have at least 140 square feet of first floor interior living space.

“Tobacco specialty business” means a retail establishment that derives 35 percent or more of its gross revenue from the sale of loose tobacco, plants, or herbs and cigars, cigarettes, pipes, and other smoking devices for burning tobacco and related smoking accessories, including e-cigarettes and vapor cigarettes, as defined by the Utah State Code Section [76-10-101.3](#), as may be amended from time to time and in which the sale of other products is merely incidental.

“Total landscaped area” is the improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

“Towing yard” means an establishment engaged in the temporary storage of vehicles that have been towed, carried, hauled or otherwise moved from public or private property for impoundment in a public or private impound yard. This use includes vehicle transport companies engaged in similar activities. This use does not include vehicle rental or sales of new or used vehicles or parts (except for necessary sales of unclaimed impounded vehicles), vehicle repair, automobile wrecking yard, junk or salvage yard, or a freight terminal.

“Unbuildable land” means land with slopes in excess of 25 percent, land restricted by power lines, utility corridors, canyons and washes, streams, alluvial discharge areas, storm drain retention/detention areas, floodplains and floodways, geologically sensitive areas that require special engineering considerations for safe habitation, and wetlands. For the purpose of determining what land may qualify as improved open space only, unbuildable land is any land with slopes in excess of 15 percent.

“Uplighting” means where a landscape feature, sign, building, or architectural feature is illuminated by a luminary that is directed upward at an angle of more than 50 degrees.

“Use” means the activities occurring on a lot or parcel for which land or a building is arranged, designed or intended, for which land or a building is or may be occupied, including all accessory uses.

“Utilities” includes culinary water lines and systems, pressure and gravity irrigation lines and/or ditches, sanitary sewer lines, storm drain lines, subdrains, electric power, natural gas facilities, cable television, telephone transmission lines, data transmission lines, underground conduits and junction boxes.

Variance. Variances provide relief for landowners who, because of some unique physical characteristic of their property, would have no beneficial use of that property if the provisions of this title are strictly enforced. A variance is a deviation from the basic land use requirements that apply to the property and its structures.

“Vehicle storage” refers to the definition of “towing yard.”

“Warehouse” means a structure, or part thereof, or area used primarily for the storage of goods, inventory and merchandise.

“Wet bar” means a bar or serving counter, as in a recreation room, equipped with running water and sink.

~~“Xeriscape” means a water conserving landscape that requires little or no irrigation with the use of drought tolerant plant materials.~~

[Ord. [O-04-2022](#) § 2 (Exh. A); Ord. [O-41-2021](#) § 1 (Exh. A); Ord. [O-36-2020](#) § 2 (Exh. A); Ord. [O-27-2020](#) § 2 (Exh. A); Ord. [O-09-2019](#) § 2 (Exh. A); Ord. [O-02-2019](#) § 2 (Exh. A); Ord. [O-21-2018](#) § 2 (Exh. A); Ord. [O-21-2017](#) § 2 (Exh. A); Ord. [O-17-2017](#) § 2 (Exh. A); Ord. [O-02-2017](#) § 2 (Exh. A); Ord. [O-25-2016](#) § 2 (Exh. A); Ord. [O-16-2016](#) § 2 (Exh. A);

Ord. [O-05-2016](#) § 2 (Exh. A); Ord. [O-02-2016](#) § 2 (Exh. A); Ord. [O-06-2015](#) § 2 (Exh. A); Ord. [O-04-2015](#) § 2 (Exh. A); Ord. [O-08-2012](#) § 3 (Exh. A); Ord. [O-05-2011](#) § 2 (Exh. A); Ord. [O-12-2009](#) § 2 (Exh. A); Ord. [O-10-2007](#) § 2 (Exh. A § 2.3); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 2.3)].

Chapter 17.25

RESIDENTIAL ZONES

17.25.050 Generally applicable provisions.

All development projects within the residential zones in this chapter shall conform to the following general requirements:

A. Yard Landscaping. The front and side yards must be improved prior to occupancy of each home in accordance with the approved yard landscaping plan ~~that was~~ approved in conjunction with the final plat for the development. Improvements shall ~~include sod, irrigation, trees, and shrubs, and may include some water-wise landscaping~~ comply with requirements of EMMC 17.60. In cases of ~~inclement weather drought conditions or weather not conducive to the successful establishment of living plant material~~, the builder or property owner may pay a \$2,000 cash escrow per lot to the city and shall complete the landscaping no later than ~~six months~~ **nine months** after the issuance of the certificate of occupancy.

B. Open Space and Trails. Lots and roads shall be arranged to best protect contiguous open space areas, ridgelines, hillsides, drainages, wildlife habitat and corridors, and provide useable open space or trail access to useable open space. All developments shall connect to existing adjacent trails and wildlife corridors and continue them through the development and shall provide regional trails and corridors if included in the city's general plan, parks and open space plan, or bike and pedestrian plan. Rather than including large areas of unbuildable land in lots, developers are encouraged to preserve and dedicate these areas as public open space. The approval authority may require the developer to pay a fee in lieu according to EMMC ~~16.35.105~~(A)(11), or may consider, at their discretion, alternative open space plans. Alternative plans will be evaluated based upon the benefit to the neighborhood/community, proximity to existing amenities or natural features, and the unique nature of the site, and may include additional trails, preservation/dedication of additional open space areas, and unique improvements/amenities. Alternative plans may include a proposed "buy-down" of open space acreage with additional amenities at a rate of 150 points per acre (required acreage x 100 points + "bought-down" acreage x 150 points). Parks and trails must be improved as required by the standards set forth in Chapter ~~16.35~~ EMMC. Common open space areas within multifamily projects shall not count towards the open space requirement, unless a large area is planned that meets the criteria found in EMMC ~~16.35.105~~. Land in excess of 15 percent slope shall be ineligible for inclusion in improved open space requirements unless the planning commission recommends and the city council approves specific improvements on land in excess of 15 percent slope which these bodies determine to be an approved amenity. In this case, only the acreage of land in excess of 15 percent slope which is improved will be considered towards the improved open space requirements.

C. Parking and Garage Dimensions. Projects shall comply with the off-street parking standards found in Chapter ~~17.55~~ EMMC, which includes standards for enclosed parking, covered parking, and visitor parking. The following requirements shall apply to all garages, except for those associated with detached single-family or two-family (duplex) dwellings:

1. Minimum dimensions of two-car garages shall be 22 feet by 22 feet;
2. Two-car garage door openings shall be a minimum of 16 feet wide by eight feet tall;

3. Single-car garages shall have a usable parking area of no less than 12 feet in width by 20 feet in depth; and

4. Single-car garage door openings shall be a minimum of nine feet wide by eight feet tall.

D. Driveways. Residential driveways shall not exceed grades of 12 percent. The building official may approve driveway slopes that exceed 12 percent in circumstances that are deemed necessary because of the topographical conditions. Residential driveways, when feasible, shall not be permitted in the clear vision triangle at local streets as described in this title. Minimum residential driveway length is included in the Residential Development Standards table.

E. Buffers and Transitions between Developments and Uses. All residential zone developments shall comply with the transitioning and buffering requirements as set forth in Chapter [17.60](#) EMMC. If commercial development is allowed as a conditional use in a residential zone, the more restrictive of the residential or commercial buffering and transitioning requirements shall apply.

F. Architectural Design Standards. All multifamily buildings shall comply with Chapter [17.72](#) EMMC. Single-family developments should produce diverse yet compatible homes with similar design quality on all front and side elevations that face a public road and shall include variation in exterior materials (fiber cement siding, board and batten or vertical siding, stone, brick, stucco) and/or colors. All front and side elevations that face a public road shall include additional architectural detailing, and may include decorative shutters, bay windows, popouts, trellis or arbor structures, decorative gables, dormer windows, balconies, decorative trim and moldings, window grids, etc. Aluminum siding is prohibited. All residential dwellings shall include windows and main entry doors on the front elevation. If a floor plan is to be repeatedly built within a development, a minimum of three elevation schemes shall be developed. Elevation schemes shall be approved by the planning director or his/her delegated representative. Houses sited on adjacent lots, or directly across the street (sharing frontage) shall have different floor plans or elevations and different color schemes. Prefabricated metal carports are prohibited in front yards.

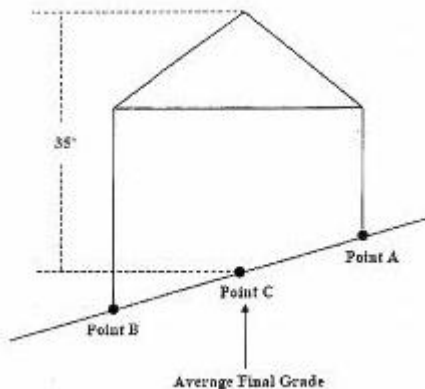
G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters [15.80](#) and [17.62](#) EMMC, other applicable city codes, and approved by the approval authority for preliminary plats. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters [15.80](#) and [17.62](#) EMMC. Development near natural washes must include significant setbacks from the edge of the wash to any structure. Utility corridors shall be preserved and deeded to the city whenever possible for trails and open space corridors. Lots in the RA1 and RA2 zones shall include a buildable footprint of at least 20,000 square feet, which generally includes enough area for a home, two accessory buildings (garages or animals), and a horse corral. Lots in the RD1 zone shall include a buildable footprint of at least 15,000 square feet.

H. Lighting. All exterior lighting, including parking lot lights, building lights, and other lighting, must comply with the standards found in Chapter [17.56](#) EMMC. Streetlights are required to be paid for by developers and installed by the city's contractor along all roads in and surrounding a project, in accordance with EMMC [15.10.390](#).

I. Infrastructure. At their discretion the approval authority may exempt projects in the RA1, RA2, and RD1 zones from installing curb, gutter, and streetlights. Equestrian trails that adjoin each lot may be

required by the approval authority when the subdivision is designed to accommodate horse raising and keeping. Streetlights are still required along all collector and arterial roads.

J. Street Trees. Developers and/or builders are encouraged to plant appropriate trees in park strips along all public streets. Planting shall be done along with the front yard landscaping and in accordance with the standards found in EMMC [16.35.080](#). Street trees are required along all collector and arterial roads.



K. Landscaped Entryways and Monument Signs. All developments shall provide a landscaped entryway and neighborhood/project monument sign at each main entrance to the neighborhood. This may consist of a water feature, sculpture, or monument sign with the name of the project. The ongoing maintenance of the landscaped entryway shall be by the project's homeowners' association. This feature shall be approved along with a preliminary plat, site plan, or master development plan. At their discretion, the approval authority may approve an alternative amenity or improvement in place of this requirement.

L. Clubhouse and Swimming Pool. All multifamily developments in the MF1 and MF2 zones shall include a swimming pool in addition to the clubhouse. The approval authority of a preliminary plat or site plan may consider and approve alternatives to these improvements if the improvements are considered comparable or equivalent in cost and in benefit to the future residents. For this determination they should consider the size of units, the type of units, the proximity to other recreational amenities, and any unique attributes of the property.

1. Clubhouse or Community Center. A clubhouse facility that is centrally located in the development is intended to provide a recreational and social amenity to residents. Clubhouses or community centers shall be a minimum of 1,500 square feet (not including leasing office area) and accommodate at least seven and one-half square feet of clubhouse area per residential unit being served by the clubhouse. Developments may provide multiple clubhouses to fulfill this requirement. The clubhouse does not count towards fulfilling the amenity requirements found in Chapter [16.35](#) EMMC.

a. Clubhouse Improvements and Completion. Clubhouses shall include food serving facilities, large gathering areas suited to community meetings and events, restroom facilities, and amenities that may include exercise equipment, multimedia equipment, facilities to accommodate the arts, indoor recreation (basketball, volleyball, etc.), or upgraded food preparation or service facilities. The clubhouse shall be adjacent to the pool. The approval authority shall review and approve the clubhouse structure during the site plan review process. Construction of the clubhouse shall commence prior to issuing the thirty-first building permit in the project or a cash or improvement bond shall be placed

with the city to cover the cost of construction. Applicants shall submit a building permit application prior to constructing this improvement. If multiple clubhouses are being provided in a development the additional clubhouses shall begin construction along with the phase of development that includes the clubhouses.

2. Swimming Pool. An in-ground swimming pool that is centrally located in the development is intended to provide a recreational and social amenity to residents. The pool shall be a minimum of 1,000 square feet in size and must accommodate at least four square feet of pool space per residential unit being served by the pool. At the discretion of the council, developments may be required to provide multiple pools to fulfill this requirement, depending on the number of units served and overall project densities and layout. It shall also include a concrete patio, patio furniture, a non-sight-obscuring fence, and comply with all required building codes (including a building permit). The swimming pool does not count towards fulfilling the amenity requirements found in Chapter 16.35 EMMC. The approval authority shall review and approve the swimming pool facility during the site plan review process. The construction of the pool shall commence prior to the thirty-first building permit being issued in the development, or a cash or improvement bond shall be placed with the city to cover the cost of construction. If multiple pools are being provided in a development the additional pools shall begin construction along with the phase of development that includes the pools. [Ord. O-15-2022 § 2 (Exh. A); Ord. O-24-2019 § 2 (Exh. A)].

Chapter 17.60

LANDSCAPING, BUFFERING, FENCING AND TRANSITIONING

17.60.030 Improvements required.

All landscaping, buffering, and fencing requirements of this chapter shall apply to all newly constructed buildings ~~(with the exception of single-family residences)~~ and any significant re-landscaping efforts (changing more than 75% of the lot's total landscaping) that takes place on any lot in the City. ~~structure that is being expanded or altered. Lot transitioning shall apply to all residential uses. Zone transitions shall apply to all zones and uses.~~ [Ord. O-28-2020 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.3); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.3)].

17.60.040 General landscape provisions.

The following landscape provisions shall be adhered to by all land uses unless otherwise noted:

A. Park Strips. Park strips adjacent to residential dwellings shall be landscaped and maintained by the property owner whose property abuts the park strip.

B. Landscape Maintenance. All landscaped areas shall be maintained by watering of landscaping, removal of weeds, the cutting of lawn or any other activities required to maintain healthy and aesthetically pleasing landscaping. Topping of trees as a pruning technique is prohibited.

C. Tree Clearance. Trees which project over any sidewalk shall be pruned clear of all branches between the ground and a height of eight feet for that portion of the foliage located over the sidewalk.

D. Clear Vision Triangles. No landscaping over three feet in height shall be allowed within a clear vision triangle as shown in this chapter except trees with single trunks that are pruned such that all branches and foliage are removed to a height of at least eight feet. [Ord. O-05-2008 § 2 (Exh. A § 12.4); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.4)].

The following landscape provisions shall be adhered to by all land uses whose building permits were issued on or after July 1, 2023, unless otherwise noted:

E. Active Recreation Areas. Active recreation areas mean areas of the landscape dedicated to active play where lawn may be used as the playing surface (ex. sports fields and play areas).

F. Landscaped Areas. Landscaped areas shall be provided with a Water Sense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.

G. Nonfunctional Turf. Nonfunctional turf is prohibited.

H. Irrigation. All irrigation shall be appropriate for the designated plant material to achieve the highest water efficiency. Drip irrigation or bubblers shall be used except in Lawn areas. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush-end assembly, and any other appropriate components.

3.I. Irrigation. Each irrigation valve shall irrigate landscaping with similar sites, slope and soil conditions, and plant material with similar watering needs. Lawn and Planting Beds shall be irrigated on separate irrigation valves. In addition, drip emitters and sprinklers shall be placed on separate irrigation valves.

J. Mulch. At least 3-4 inches of Mulch, permeable to air and water, shall be used in planting beds to control weeds and improve the appearance of the landscaping. Approved materials shall be used in areas located within a public right-of-way.

K. Special Purpose Landscape. Certain special purpose landscape areas (e.g., stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see paragraph F above). Applications to receive exceptions are to be considered on a case-by-case basis.

17.60.070 Planting standards.

The planting standards are the minimum size of landscaping that the city will accept towards meeting the landscaping required in this chapter. The planning commission and city council shall use the planting standards in evaluation of any landscaping plan. The following are planting standards for required landscaping that shall be followed for all new development:

A. Trees. Deciduous trees shall have a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line. Evergreen trees shall have a minimum size of six feet in height. The applicant may elect to use either deciduous or evergreen trees to meet this requirement.

B. Ornamental Trees. All ornamental trees shall have a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line.

C. Shrubs. All shrubs shall be a minimum of one-gallon containerized stock planted that will attain a height of at least two feet.

~~D. Turf. No landscaping shall be composed of more than 70 percent in turf.~~

~~E. Drought-Tolerant Plants. Fifty percent of all tree and shrub species shall be required to be drought-tolerant.~~

~~D F.~~ Weed Barrier. Planting beds are required to have a weed barrier with mulched wood chips, rocks, or other similar treatment. [Ord. O-05-2008 § 2 (Exh. A § 12.7); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.7)].

17.60.080 Design applications.

The planning commission and city council shall use the following design applications in evaluation of any landscaping plan:

A. Selection of Plants. Plants shall be selected for texture, form, color, pattern of growth and adaptability to local conditions.

~~B. Water Conservation. All planter beds shall be irrigated through the use of drip lines instead of spray heads to minimize water loss through evaporation.~~

~~B C.~~ Berms~~ing~~. A landscaped berm~~ing~~ is required as a headlight screen or buffer surrounding all parking areas and between different land uses; particularly between nonresidential and residential uses or single-family and multifamily uses. [Ord. O-05-2008 § 2 (Exh. A § 12.8); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.8)].

17.60.090 Required landscaping.

The following landscape provisions shall be adhered to by all land uses unless otherwise noted:

A. Portions of property that are not developed with structures, rights-of-way, driveways, and parking areas shall be required to be landscaped in all zones (except in the RA1, RA2, RD1, RD2, and FR zones and the agriculture areas). ~~Commercial, industrial, and multifamily dwellings shall adhere to the minimum landscaping standards contained in Table 17.60.170(a), Required Landscape Improvements for Multifamily. The planning commission shall have authority to waive these standards as circumstances dictate.~~

B. ~~Water-Wise Landscaping Standards.~~ The following are the minimum standards for ~~water-wise~~ landscaping ~~improvements to~~ for any park strip, median, or landscaped area located within a public right-of-way, a commercial, or industrial development:

~~1. At least 50 percent of the required landscape area shall be live vegetation.~~

~~2. Live vegetation shall be distributed throughout the landscape area, and shall not be segregated.~~

~~1 3.~~ Bark, lawn clippings, chipped wood, and similar loose materials are not permitted.

~~2-4.~~ Decorative rock material shall be ~~a minimum of one inch aggregate, and shall be~~ at least three inches deep and be placed completely on top of a weed fabric barrier that allows the permeation of water. ~~Decorative rocks must be a minimum of one inch in size.~~ Rock materials shall not exceed the height of the sidewalk/trail or the top back of curb, when placed along a public right-of-way.

~~3 5.~~ White quartz rock, lava rock, and gravel, or any other material that approximates the color of concrete, are not permitted.

~~6. All water-wise landscaped areas shall be improved with a drip irrigation system.~~

C 7. Any individual, corporation, or other entity that uses water-wise landscaping in an area within a public right-of-way shall be responsible for any damage caused by rocks or other materials that migrate onto a sidewalk, trail, street, storm drain, or other public facility, regardless of how such migration occurs. [Ord. O-36-2020 § 2 (Exh. A); Ord. O-08-2016 § 2 (Exh. A); Ord. O-05-2008 § 2 (Exh. A § 12.9); Ord. O-23-2005 § 3 (Exh. 1(1) § 12.9)].

The following landscape provisions shall be adhered to by all land uses whose building permits were issued on or after July 1, 2023, unless otherwise noted:

D. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies.

E. Live vegetation shall be distributed throughout the landscape areas.

F. The following requirements shall apply to the front and side yards of single-family residential properties.

1. Lawn shall not be installed in Park Strips, Trails, or on slopes greater than 25%, or 4:1 grade, and shall not be less than 8 feet wide at its narrowest point. To the extent reasonably practicable, Lawn shall be free from obstructions (trees, signs, posts, valve boxes, etc.).

2. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area in the front and side yards.

a. Single family residential properties 0.25 acres or smaller wherein the combined square footage of the front and side yard is twice as large or greater than the rear yard square footage shall be permitted lawn areas up to 50% of the total landscaped areas in the front and side yards.

b. Small residential lots, that have no back yards, the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8-foot side lawn area requirement of the landscaping requirements in part H of this section are exempt from the 8-foot minimum width Lawn area requirement.

G. The following requirements shall apply to commercial, industrial, institutional, and multi-family properties:

1. In common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

2. Commercial, industrial, and multifamily dwellings shall improve landscaped areas with a minimum of one approved deciduous/evergreen tree per 1,000 square feet of landscaped area.

H. Certain special purpose landscape areas (e.g. stormwater management areas, etc.) may receive exceptions from the slope limitations and other elements of the Landscaping Requirements (see Paragraph F above). Applications to receive exceptions are to be considered on a case-by-case basis.

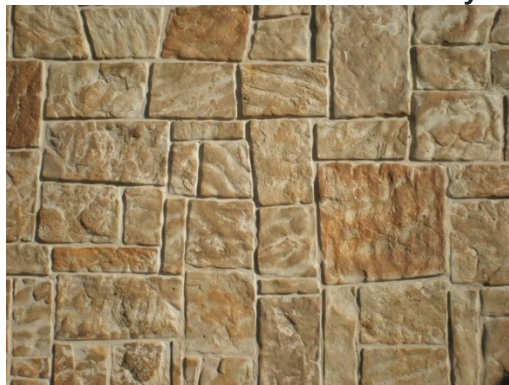
17.60.110 Required buffer widths and improvements.

Table 17.60.170(b), Required Buffer Widths and Improvements, defines the presumptive standards for minimum required buffer widths and improvements for adjacent land uses. Where the combination of land uses is not found in the table, the planning director shall make a recommendation to the planning commission. The planning commission shall then determine an appropriate buffering requirement. The planning commission may also approve alternative buffering requirements that may be more or less restrictive than the standards contained in the table when the planning commission determines that the alternative standard eliminates nuisance concerns. Required buffers may be crossed by driveways, utility lines, sidewalks, and trails. Permitted freestanding signs may be based in required buffers. Outdoor sales, displays, or storage shall not be permitted within a required buffer. The required buffer areas are required to be landscaped with ~~turf grasses~~, live ground cover and/or other approved landscaping, ~~or an approved xeriscaping~~ that meets the following requirements:

A. Trees. Deciduous trees shall have a minimum trunk size of one and one-half inches in caliper measured eight inches above the soil line. Evergreen trees shall have a minimum size of six feet in height. The applicant may elect to use either deciduous or evergreen trees to meet this requirement. Trees may not be spaced more than 40 feet apart.

B. Walls or Fences. Where required, screening walls or fences shall not be less than six feet in height, unless approved by the city council after recommendation of the planning commission as part of site plan review. Masonry or decorative concrete is the suggested type of wall/fence, and is required where a commercial development borders a residential or agricultural zone or development. Such wall, fence and landscaping shall be maintained in good condition with no advertising thereon. Decorative concrete and masonry walls shall be subject to approval of the planning commission.

Examples of appropriate decorative concrete and masonry walls are provided below:





Examples of inappropriate concrete and masonry walls are provided below:



C. Berm~~sing~~. Berms shall be at least three and one-half feet in height and shall not exceed a slope of 2.5:1, except where a retaining wall is used to support one side of the berm.

D. Headlight Screen. A headlight screen shall consist of a berm, fence, wall, or landscaping consisting of at least three and one-half feet in height and capable of blocking headlights. Headlight screening may also be provided by buildings. [Ord. [O-13-2016](#) § 2 (Exh. A); Ord. [O-05-2008](#) § 2 (Exh. A § 12.11); Ord. [O-23-2005](#) § 3 (Exh. 1(1) § 12.11)].

17.60.170 Tables.

Table ~~17.60.170(a)~~ Required Landscape Improvements for Multifamily

Landscaped Area	Deciduous/Evergreen Trees	Percentage of Turf in Multifamily*
Less Than 1,000	1	80
1,001—3,000	2	80
3,001—5,000	5	80
5,001—7,000	6	50
7,001—9,000	7	50

Table ~~17.60.170(a)~~ Required Landscape Improvements for Multifamily

Landscaped Area	Deciduous/Evergreen Trees	Percentage of Turf in Multifamily*
9,001—11,000	8	50
11,001—13,000	9	50
13,001+	10	50

~~* No turf required in commercial or industrial developments.~~

Table ~~17.60.170(a b)~~ Required Buffer Widths and Improvements

Land Use 1*	Land Use 2*	Required Buffer Width**	Required Improvements***
Permitted use in a zone	Permitted use in a zone	N/A	Ground cover, trees
Permitted use in a zone	Conditional use in a zone	15 feet	Trees, ground cover, wall or fence
Commercial, multifamily, industrial, and institutional	Single-family dwelling	20 feet	Trees, ground cover, wall or fence, berming
Single-family dwelling	Religious and cultural meeting halls	10 feet	Trees, ground cover, walls or fences
Parking areas	Property line	10 feet	Trees, wall or fence, headlight screen
Parking areas	Public streets	10 feet	Trees, berming, headlight screen

* In such cases where a specific combination of land uses is not found in the table, the planning director shall make a recommendation to the planning commission. The planning commission shall then determine an appropriate buffering requirement.

**Buffer widths are spaces of improved landscaped areas along property lines. Each zoning district establishes setbacks, which are the distance or amount of space between buildings and property lines. The planning commission may also approve alternative buffering requirements that may be more or less restrictive than the standards contained in this table when the planning commission determines that the alternative standard eliminates nuisance concerns.

***See EMMC [17.60.110](#) for detailed descriptions and standards for each type of improvement.

[Ord. [O-28-2020](#) § 2 (Exh. A); Ord. [O-08-2016](#) § 2 (Exh. A); Ord. [O-05-2008](#) § 2 (Exh. A Tables 12.1, 12.2); Ord. [O-23-2005](#) § 3 (Exh. 1(1) Tables 12.1, 12.2. Formerly 17.60.160)].



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Chapters 13.20 Water and Sewer.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	0.00		
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Natalie Winterton, Admin

PRESENTED BY:

Staff

RECOMMENDATION:

Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapters 13.20.060 Water and Sewer - Billings and discontinuance of service.

Staff recommends that the wording of the code to be changed to align with new technology and recent amendments to the Consolidated Fee Schedule.

This includes allowing for paperless statements and notices and an updated timeline for billing processes.

BACKGROUND:

Recently, the Consolidated Fee Schedule has been updated as it relates to water billing and discontinuance of service processes. Staff found the Municipal Code to be inconsistent with the updated fee schedule, best practices, and available technology.

ITEMS FOR CONSIDERATION:

Updating this code will help the city to save time and money by incorporating electronic notices and statements into practice.

REQUIRED FINDINGS:

Updating this code will help the city to save time and money by incorporating electronic notices and statements into practice.

PLANNING COMMISSION ACTION/RECOMMENDATION:

n/a

ATTACHMENTS:

[ORD--EMMC 13.20 Water and Sewer](#)

[EXHIBIT--EMMC 13.20 Water and Sewer](#)

ORDINANCE NO. O- -2023

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE
CHAPTER 13.20 WATER AND SEWER**

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 13.20 Water and Sewer, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 13.20 Water and Sewer.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 2nd day of May, 2023.

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 2nd day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 13.20

WATER AND SEWER

13.20.060 Billings and discontinuance of service.

The city ~~treasurer~~ utility billing department shall ~~mail~~ provide a monthly ~~written~~ statement to each user account holder of water service ~~monthly for the base water rate and for any water used over the minimum allowed gallonage~~ during periods when the water meters are read. Said statement shall specify the amount to be paid for water service, ~~and~~ the place of payment and the date due. If any person fails to pay ~~his~~ the water charges ~~within 90 days of the due date, the city treasurer shall cause a notice to be attached to the premises that water service will be discontinued within three days if payment in full is not received or acceptable arrangement made to pay all charges by the date specified, they are subject to disconnection of utilities and collection of the delinquent amounts. The city will provide a final notice specifying a date of service discontinuance and total delinquent charges. If payment in full of the specified amount is not received before the date of service discontinuance, the city may~~ At the end of the three days, if payment or arrangements to pay have not been made, the city treasurer shall notify the water division to shut off all water service to the premises involved. Additional fees or charges may be levied as specified in the Consolidated Fee Schedule. Before ~~said~~ water service to said premises shall again be provided, the full amount specified in the final notice must be paid in full to the city. ~~all delinquent water charges must have been paid to the city treasurer together with such reconnection fee or special expense charge as the city council may by resolution from time to time authorize the city treasurer to collect. The city treasurer is hereby authorized and empowered to request the city attorney to enforce the payment of all delinquent water service charges by an action at law in the name of the city.~~ [Ord. O-01-2004 § 1 (Exh. A § 4.6); Ord. 002 § 1 (Exh. A § 4.06)].

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13.20.060 Billings and discontinuance of service.

The city utility billing department shall provide a monthly statement to each account holder of water service during periods when the water meters are read. Said statement shall specify the amount to be paid for water service, the place of payment and the date due. If any person fails to pay the water charges by the date specified, they are subject to disconnection of utilities and collection of the delinquent amounts. The city will provide a final notice specifying a date of service discontinuance and total delinquent charges. If payment in full of the specified amount is not received before the date of service discontinuance, the city may shut off all water service to the premises involved. Additional fees or charges may be levied as specified in the Consolidated Fee Schedule. Before water service to said premises shall again be provided, the full amount specified in the final notice must be paid in full to the city.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
MAY 2, 2023**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Tentative Budget for Fiscal Year 2023-2024 and Setting a Public Hearing for the Final Budget on June 6, 2023.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Kimberly Ruesch, Admin PRESENTED BY: Finance Director Kimberly Ruesch	RECOMMENDATION: Staff recommends that the City Council adopt a Resolution of Eagle Mountain City, Utah, approving the Eagle Mountain City Tentative Budget for Fiscal Year 2023-2024 and setting a public hearing for the final proposed budget on June 6, 2023. BACKGROUND: ITEMS FOR CONSIDERATION: REQUIRED FINDINGS: PLANNING COMMISSION ACTION/RECOMMENDATION: ATTACHMENTS: RES--FY 2024 Tentative Budget		

RESOLUTION NO. R- -2023

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE EAGLE MOUNTAIN CITY TENTATIVE BUDGET FOR FISCAL YEAR 2023-2024 AND SETTING A PUBLIC HEARING FOR ADOPTION OF THE FINAL BUDGET

WHEREAS, on May 2, 2023, the Finance Director submitted a tentative budget to the City Council; and

WHEREAS, the City Council desires to adopt the tentative budget as required by State law; and

WHEREAS, the City Council desires to make the budget available for public review and comment at least ten days prior to the public hearing; and

WHEREAS, the City Council desires to set a public hearing for June 6, 2023, at 7:00 p.m. to receive additional public input on the budget; and

WHEREAS, the City Council desires to adopt the final budget on June 20, 2023;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, as follows:

1. The City Council hereby adopts the tentative budget attached as Exhibit A.
2. The City Council will conduct a public hearing to review the final budget for Fiscal Year 2023-2024 on June 6, 2023, at 7:00 p.m.
3. The City Council plans to adopt the final budget for fiscal year 2023-2024 on June 20, 2023.

PASSED AND APPROVED this 2nd day of May, 2023.

EAGLE MOUNTAIN CITY

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 2nd day of May, 2023.

Those voting yes:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

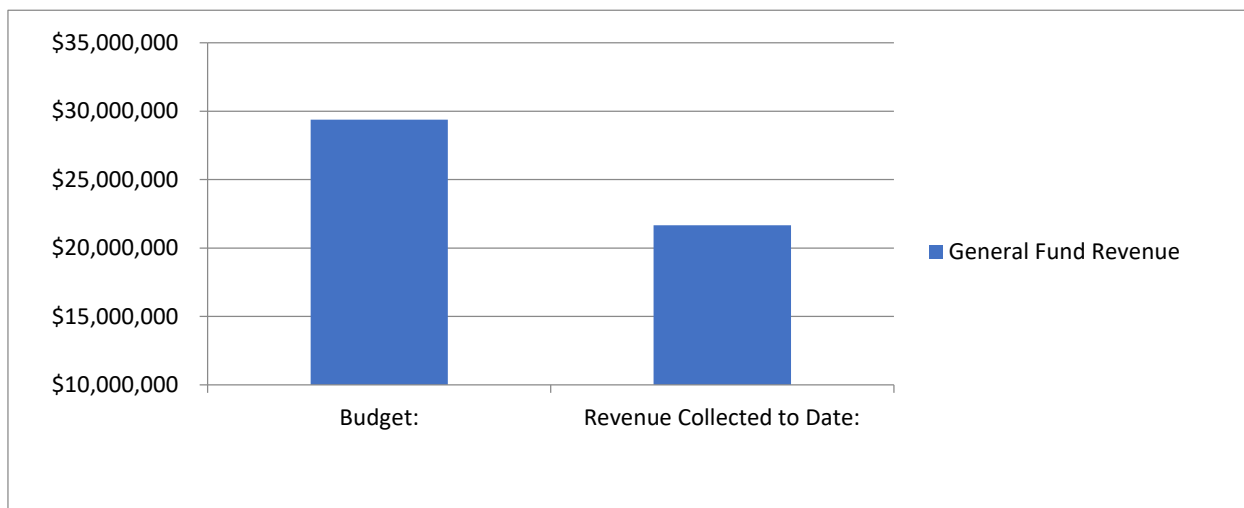
EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*

Through March 2023

GENERAL FUND

General Fund Revenues

Budget:	\$	29,380,967
Revenue Collected to Date:	\$	21,669,077
Percent of Total Budget Collected:		74%
Percent of Year Completed:		75%

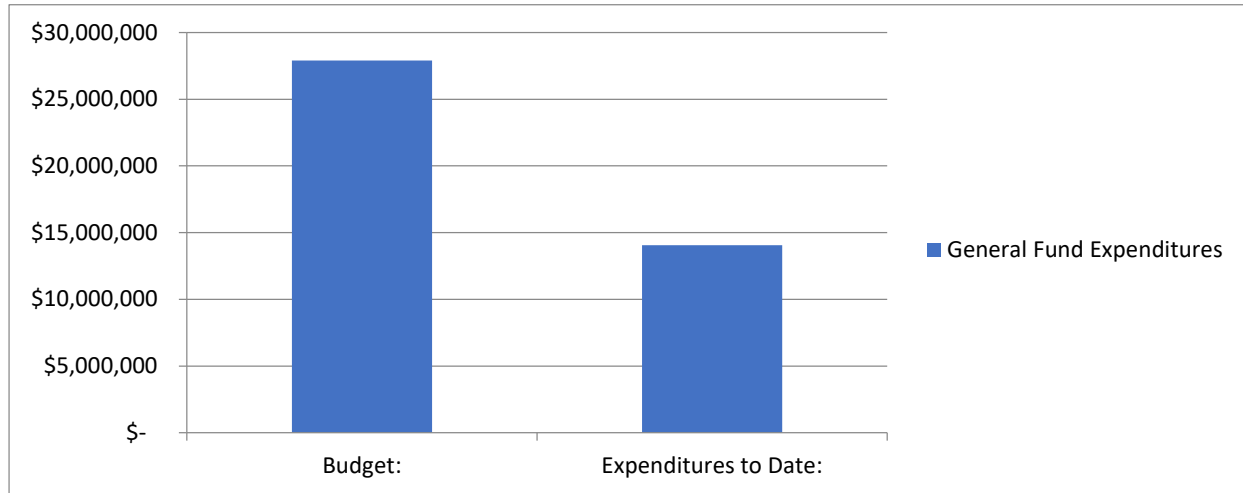


Revenue Analysis

Major Revenue Sources	Budget	To Date	% Collected
Taxes	\$16,430,317.00	\$12,860,971.68	78.28%
Licenses and Permits	\$25,000.00	\$20,804.85	83.22%
Planning Building & Eng Fees	\$5,756,500.00	\$1,740,961.06	30.24%
Intergovernmental Revenue	\$4,251,534.00	\$4,171,235.38	98.11%
Charges for Services	\$186,000.00	\$275,353.89	148.04%
Recreation	\$93,000.00	\$111,764.00	120.18%
Utility Revenue	\$3,500.00	\$13,882.89	396.65%
Fines & Forfeitures	\$107,000.00	\$177,182.62	165.59%
Miscellaneous Revenues	\$158,400.00	\$267,700.78	169.00%
Interfund Transfers	\$1,659,716.00	\$1,229,585.94	74.08%
Special Revenues & Resources	\$710,000.00	\$799,634.08	112.62%

General Fund Expenditures

Budget: \$ 27,904,217
Expenditures to Date: \$ 14,062,240
Percent of Total Budget Expended: 50%
Percent of Year Completed: 75%



Expense Analysis

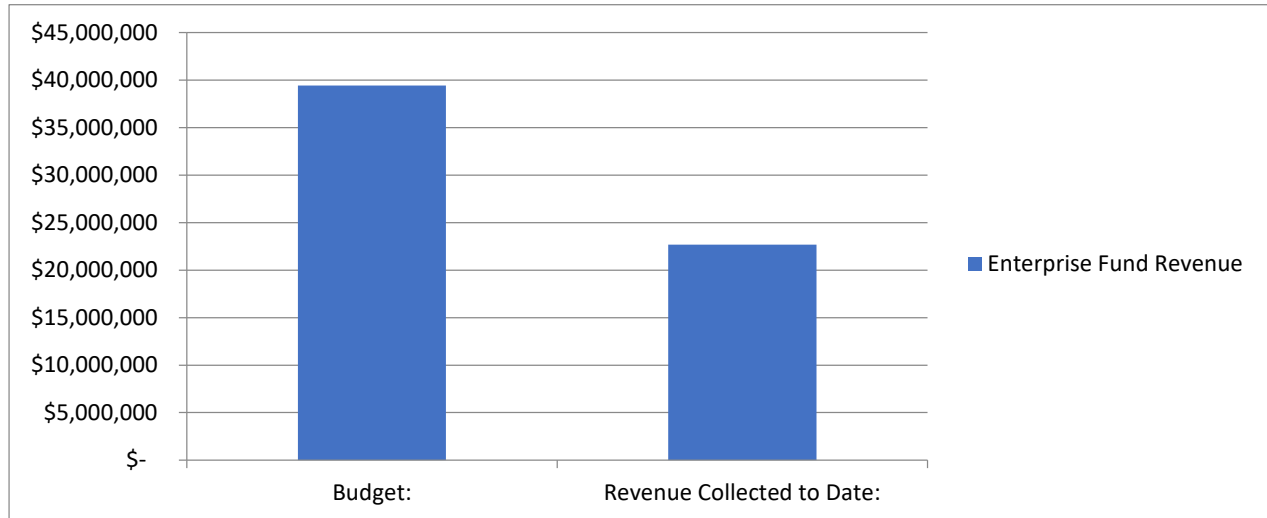
	Budget	To Date	% Expended
11 Executive	\$3,428,666.00	\$2,399,422.38	70%
18 Boards Commissions & Councils	\$2,513,963.00	\$1,186,255.89	47%
19 Non-Departmental	\$2,427,123.00	\$1,563,870.85	64%
21 Public Safety	\$5,461,011.00	\$3,212,768.83	59%
32 Planning & Zoning	\$1,495,081.00	\$771,371.43	52%
33 Building Inspections	\$1,576,899.00	\$892,122.61	57%
41 Public Works	\$6,223,338.00	\$3,819,258.26	61%
61 Interfund Transfers	\$4,778,136.00	\$217,169.29	5%

Note:

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget: \$ 39,432,774
Revenue Collected to Date: \$ 22,690,718
Percent of Total Budget Collected: 58%
Percent of Year Completed: 75%



Revenue Analysis

	Budget	To Date	% Received
51 Water Fund	\$23,783,425.00	\$12,385,302.31	52%
52 Sewer Fund	\$12,140,349.00	\$7,433,303.27	61%
57 Solid Waste Fund	\$2,263,000.00	\$1,814,697.53	80%
59 Storm Drain Fund	\$1,246,000.00	\$1,057,414.44	85%

Fund 51 - Water Fund:

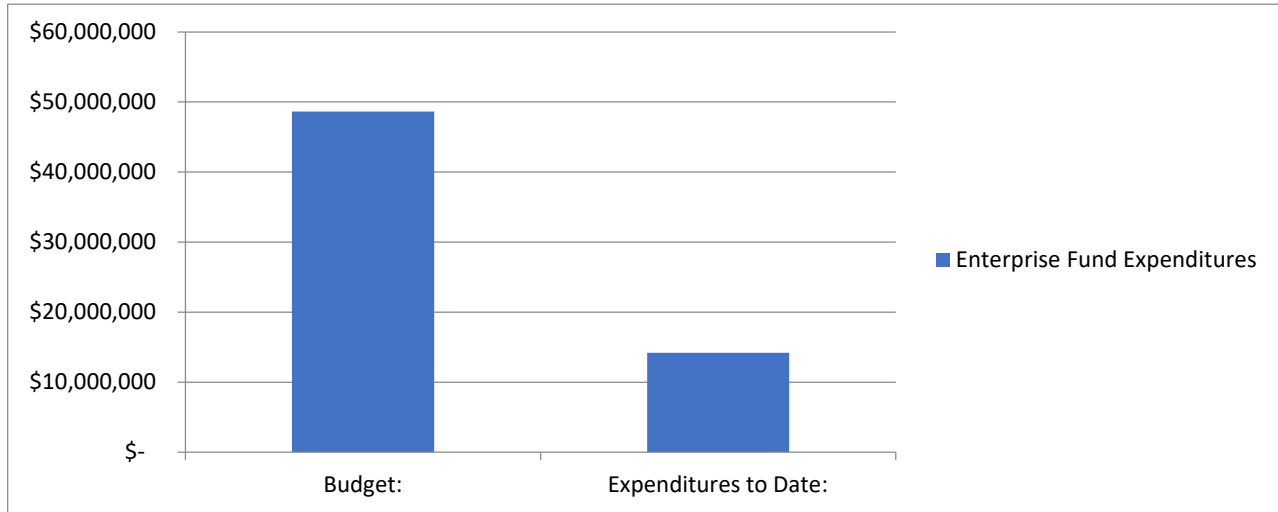
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	\$	48,653,493
Expenditures to Date:	\$	14,176,671
Percent of Total Budget Expended:		29%
Percent of Year Completed:		75%



Expense Analysis

	Budget	To Date	% Expended	% Yr. Completed
51 Water Fund	\$31,296,275.00	\$6,495,977.88	21%	75%
52 Sewer Fund	\$13,380,023.00	\$5,674,707.46	42%	75%
57 Solid Waste Fund	\$2,791,712.00	\$1,475,648.81	53%	75%
59 Storm Drain Fund	\$1,185,483.00	\$530,337.30	45%	75%

Note:

Water Fund includes \$22 M. for capital project funding.

Sewer Fund includes \$5.1 M. for capital project funding.

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 03/31/2023	Committed Balance	Available Balance	Projected Available Balance by 6/30/23**
11 - Water Impact Fee Fund	\$23,611,271	\$17,240,789	\$6,370,482	\$7,794,070
12 - Wastewater Impact Fee Fund	\$2,768,246	\$3,752,762	(\$984,516)	(\$510,154)
15 - Parks/Trails Impact Fee Fund	\$6,550,731	\$5,992,889	\$557,842	\$1,773,289
16- Public Safety Impact Fee Fund	\$64,433		\$64,433	\$86,765
17 -Stormwater Impact Fee Fund	\$3,123,394	\$2,361,052	\$762,342	\$981,749
18 -Transportation Impact Fee Fund	\$2,567,585		\$2,567,585	\$3,543,729

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

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

UPCOMING AGENDA ITEMS

Upcoming Items

Consolidated Fee Schedule Update – Impact Fees
City Mission Statement

Planning Items

Applebee's Site Plan
Citywide Rezone
Eagle Mountain Benches General Plan Amendment & Rezone
Gardner Farms Concept Plan
Mountain America Credit Union Site Plan/Preliminary Plat
Mt Airey ATT Site Plan
Pinnacles A3 Concept Plan
Pole Canyon/Firefly MDA/MDP Amendment
Porters Crossing Town Center MDA/MDP Amendment

Code Amendments

Accessory Structure Size
Application Expirations
Driveway Separation
Landscaping Buffer Onsite
Multifamily Unit Building Height
Residential Definitions and Controls
Setbacks and Accessory Structure Timing
Vacation of ROW, Service Drives, ADA