EAGLE MOUNTAIN
CITY COUNCIL MEETING

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

PLEASE NOTE THE EARLIER START TIME

2:00 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 - Comprehensive Marketing Plan
   Staff Report

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.

9. **APPOINTMENT**

9.A Director of Legislative Affairs

1. Clifford Strachan

9.B Library Advisory Board

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

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.
Brown's Amusements Proposal

11.B Cedar Pass Waterline Project - BD Bush Excavation
BD Bush Excavation Bid

11.C Mid Valley Road Widening Project - Newman Construction
Newman Construction Bid

11.D Pony Express Paving Project - Geneva Rock
Geneva Rock Bid
Bid List

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

11.F Recorder's and Sheriff's Office Remodel - Wasatch West Contracting
Wasatch West Contracting Bid
Bid List

11.G Smith Ranch Community Park Project - General Contractor - S&L Inc.
Bid Value Engineering - S&L
Bid List

11.H Smith Ranch Community Park Project - Playgrounds, Ninja Course, Amenities - Big T Recreation
Amenities Package Estimate
Pavilion Package Estimate

12. CHANGE ORDERS

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

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

13. MINUTES

13.A March 21, 2023 Minutes - Regular City Council Meeting
03.21.2023 City Council Minutes - DRAFT

14. PRELIMINARY PLATS & SITE PLANS

14.A SITE PLAN - Taco Bell
Taco Bell Civil Plans
Elevations
Lighting
Dumpster Enclosure
Menu Board

15. RESOLUTIONS

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

15.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Quest

East Master Development Agreement.
RES--Eagle Quest East MDA
Eagle Quest East MDA
Eagle Quest East MDA Exhibits

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

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.
RES--Amended Interlocal Cooperation Agreement for Pony Express Pkwy Widening Ph 3
Eagle Mountain Pony Express Widening Phase 3 Interlocal Amendment

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

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.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance includes an applicant-proposed amendment to EMMC Section 17.60.160 Zone Transitions to allow the City Council to approve exceptions to compatible buffer zone requirements. After the public hearing at Planning Commission, staff drafted alternative language which is included with this staff report.

ORD--EMMC 17.60.160 Zone Transitions
EMMC 17.60.160 Zone Transitions - Applicant-proposed & Alternate Amendments

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.

BACKGROUND: *(Presented by Senior Planner David Stroud)* The proposed ordinance amends the General Plan Land Use Map from Neighborhood Residential One and Community Commercial to Regional Commercial and rezoning the subject lot from Agriculture and Commercial to Commercial Regional for the purpose of permitting "big box" development. The subject property is located at the northwest intersection of SR-73 and Spring Run Parkway.

ORD--Eagle Mountain Retail General Plan Amendment & Rezone
General Plan and Rezone Map
Application and Concept

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.

BACKGROUND: *(Presented by Planning Manager Robert Hobbs)* The proposed applications include an amendment to the Pole Canyon Master Development Plan and an Amended and Re-stated Master Development Agreement pertaining to 2,567.86 acres of property (of the old MDA -- now 2781.99 acres), formerly approved for development as Pole Canyon -- now Firefly.

ORD--Pole Canyon MDP Amendment #1 (Firefly)
Firefly Since PC and vs. Pole Canyon Summary and Comparisons
Land Use Master Plan
Community Plan
ARMDA draft 12-08-22
Technical Guidelines
Firefly Roadway and Traffic Study and Analysis Docs.

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

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.

BACKGROUND: *(Presented by Economic Development Director Evan Berrett)* The proposed ordinance adopts the Sweetwater Industrial Park Community Reinvestment Area #3 Project Area Plan.

ORD--Sweetwater Industrial Park CRA #3 Plan
Sweetwater Industrial Park CRA #3 Plan - DRAFT

19. CITY COUNCIL/MAYOR'S BUSINESS

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

20. 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.

21. COMMUNICATION ITEMS

21.A Eagle Mountain Pet Care Concept Plan
For information purposes only.
EM Pet Care Vicinity Maps
EM Pet Care Site Plan
EM Pet Care Floor Plan and Elevations

21.B Financial Report
February FY 2023 Executive Summary

21.C Upcoming Agenda Items
Upcoming Agenda Items

22. 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 13th 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	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	PRESENTATION - Comprehensive Marketing Plan
ITEM TYPE:	Presentation
FISCAL IMPACT:	None
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Tyler Maffitt, Admin

PRESENTED BY:
Tyler Maffitt, Bailey Ensign and Natalie Winterton

RECOMMENDATION:
Staff requests that City Council provide feedback on the research, plans, and objectives regarding the possibility of moving forward with a selected firm to rebrand and develop a Comprehensive Marketing Plan for Eagle Mountain City.

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. There are plenty of questions around what this entails, what this will cost and whether new City branding is needed. This presentation will seek to address all of those questions while providing background prior to formal RFP approval by City Council in the near future.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Staff Report

COMPREHENSIVE MARKETING PLAN STAFF REPORT

April 18, 2023

EAGLE MOUNTAIN



Date: *April 18, 2023*

To: *Paul Jerome (City Administrator), Tom Westmoreland (Mayor), Comprehensive Marketing Plan Review Committee*

From: *Tyler Maffitt, Natalie Winterton, Bailey Ensign*

Subject: *Comprehensive Marketing Plan Review Committee Staff Report*

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Introduction

Eagle Mountain City is at a crossroads.

This community has a small, rural feel but is growing at breakneck speed toward the largest and most populous community in Utah County. Its businesses provide residents with their basic needs, but the economic identity is shifting to provide additional scope and convenience. Eagle Mountain is a place that values its open spaces and native wildlife but is making efforts to balance a desire for conservation against a substantial need for housing and infrastructure.

These changes present a challenge and an opportunity for Eagle Mountain City. To successfully navigate this terrain, the Eagle Mountain City Council and, subsequently, City staff, will need to imagine this community decades into the future.

Combining the efforts of the City's recently adopted 10-year Strategic Plan, Economic Development Master Plan, Transportation Master Plan, and efforts internally and externally to confront the challenges of growth, staff assigned to sit on the internal Comprehensive Marketing Plan Review Committee will be making several key recommendations.

This project, given City Council approval, will invite Eagle Mountain City to capture the present moment while enhancing its reputation. As a result, rebranding can begin shifting the perceptions of the landscape of Utah County and Eagle Mountain's place in it.

A City rebrand is so much more than a logo. Rebranding implements symbols that represent Eagle Mountain's highest aspirations. It encourages thinking about the City's future as a major decision-maker around the state, sets a standard for how communities can view themselves, reinvigorates the efforts of City staff, positions Eagle Mountain at the cutting edge of economic development, and honors the past while setting the stage for what Eagle Mountain City will become.



Internal Comprehensive Marketing Plan Review Committee

The Eagle Mountain City Communications Department, which proposed consideration of a City rebrand in Fiscal Year 2023, found it important to have a steering committee for this project. It was also important the committee comprise perspectives relevant to the aspects of Eagle Mountain City, and the community, this project would touch. The following members were assigned to this committee:

Tom Westmoreland, *Mayor*
Paul Jerome, *City Administrator*
Fionnuala Kofoed, *City Recorder/Director of Administrative Services*
Tyler Maffitt, *Communications Manager*
Evan Berrett, *Economic Development Director*
Angela Valenzuela, *Human Resources Manager*
Brad Hickman, *Parks Director*
Bailey Ensign, *Digital Communications Specialist*
Natalie Winterton, *Management Analyst*

This committee has met every two weeks for the past four months and has dedicated substantial time to research. Its members have conducted interviews, debated the merits of this project, sought answers to the concerns of the committee and of the Eagle Mountain City Council, considered outside perspectives, surveyed, wrote supporting documents and voted on a recommendation.

The goal of this committee was to align with its own sense of integrity. Recommending changes to the existing branding of Eagle Mountain City ought to be the best possible decision for the organization. The remainder of this document will explain, in substantial detail, how the Comprehensive Marketing Plan Review Committee came to its conclusions.

Rebranding and Reputation

Branding and reputation have an inseparable relationship.

Branding can create a positive, cyclical association. Better branding often enhances reputation, and improved reputation elevates branding *(Delgado-Garcia et al, 2018)*.

In other words, branding without a reputation to back an organization's message reduces the brand to meaningless art. A logo only takes on meaning if the organization it represents embodies that identity.



The visual aspect of branding helps the public recognize how to connect measurable outcomes and consumer preferences with art. Those design elements then become synonymous with a new reputation *(Forbes, 2021)*.

The Nike logo, for example, is revered by brand experts due to its effectiveness and longevity. Alone, the "swoosh" does not carry significance, but because of the decisions, actions and reputation of Nike, the "swoosh" takes on significant meaning.

Over the past 13 years, the last point Eagle Mountain City rebranded, substantial change has taken place in the community the current branding does not represent.

Affirming these positive changes through rebranding can solidify this organization's reputation and performance.

Identifying the Purpose of a Rebrand

Planning a rebrand for a community, and delivering on a Comprehensive Marketing Plan, requires significant information and analysis. This section, using academic research, will outline a few core concepts for understanding when to rebrand an organization.

The following subsections will detail the findings and conclusions from several studies that researched successful rebrands. These studies ought to be used as a foundation for understanding the proposal in front of the Eagle Mountain City Council.

<u>Core Concepts of Rebranding</u>

Strategy is a critical component for successfully rebranding an organization *(Forbes, 2021)*.

Analysis from the private sector, which has also found successful application in the public sector *(Parkerson et al, 2005),* has condensed the principles of high-quality rebrands.

The research has found that rebranding is considered strategic when an organization is attempting to address one, or more, of three issues:

- Your reputation is negative
- You have made a significant strategic change
- Your branding misrepresents the organization

When strategic rebranding is successfully conducted, studies have also found there are positive impacts inside the organization such as enhanced employee perceptions of the organization, improved employee retention, and improved overall morale (*Peyrache & Levin, 2001*).

Studies on Internal Effects of Rebranding

For this report, relevant case studies were condensed to one particular example from a private sector rebrand in 2000, conducted by France Telecom.



1993 - 2000



2000 – 2006

Findings from a study of the company indicate that rebranding the organization changed employees' perceptions in a generally positive way. Following the change, employees described their employer as more modern, friendly and warm *(Peyrache & Levin, 2001).*

Additional research supports a concept that will be reviewed later in this report. According to research conducted by Forbes:

"92% of current employees surveyed within studied organizations reported that they would consider changing jobs with no salary increase if the opportunity was with a company that had an excellent reputation."



The available research indicates that competitive advantages are gleaned in the labor market when an organization's reputation improves.

Studies on External Effects of Rebranding

Organizations conducting a successful rebrand are often met with the obstacle of its cost. As a result, studies on the Return on Investment *(ROI)* of an organizational rebrand have been an area of serious study in both the public and private sectors.

When executed effectively, rebranding and reputational enhancement activities have been found to have drastic impacts *(Degado-Garcia et al, 2018)* on the following:

- Reputation
- Economic development
- Tourism revenue
- Sense of identity
- Brand loyalty

In the same study, researchers found that for 76 cities in the European nation of Spain, a community's positive reputation is closely correlated with improved economic activity and is also correlated with lower unemployment rates.

Further, maintaining and improving a community's reputation did not necessarily result in an increase in population, or rates of migration – a relevant conclusion for Eagle Mountain City's consideration.

Finally, the study found that a City government with a positive reputation also reported higher levels organizational project performance.

Eagle Mountain City Branding Background

Eagle Mountain City has conducted more than one rebrand of the organization in its 26 years in existence. This section will provide a brief overview of those attempts and show examples of those projects.

Original Logo

The original Eagle Mountain City logo was adopted shortly after the founding and incorporation of the community in 1997. This logo is still visible at the intersection of Eagle Mountain Blvd. and SR-73, and is displayed as signage from that time.



2000 Logo

This logo, adopted in 1999, and implemented in 2000, was an attempt by Eagle Mountain City to illicit community engagement. Its adoption was the result of a community design contest. Affectionately known as the "lips logo," this logo and branding design was in effect from 2000-2004.



2004 Logo

This logo was in use for a longer time, and was designed by former City Administrator Chris Hillman. This logo, titled "Utah's New Frontier," represents the Pony Express Trail that historically traveled through what would become Eagle Mountain.



2010 Logo

The most recent Eagle Mountain City rebrand was completed in 2010 and has been the logo of Eagle Mountain City for the past 13 years. From documents, Eagle Mountain City was in the midst of major public relations issues. This change set about trying to change the appearance and tone of the City government. This project was the result of hundreds of thousands of dollars spent and resulted in the creation of television commercials and the existing tagline "Find Yourself in Eagle Mountain."



Original Research

To better understand how research-based core concepts can be used for Eagle Mountain City's benefit, City staff conducted comprehensive surveys with employees, residents, community stakeholders and members of the Eagle Mountain City Council. This was an attempt to confirm the accuracy of outside academic rebranding research and, through analysis, identify any key

variances. The research focused on understanding the reputation of Eagle Mountain City to determine if a rebrand would be strategic.

Methodology

Similar surveys were distributed throughout the community via the Everbridge text message alert notification system. This survey evaluated perceptions of Eagle Mountain using short-answer questions and by utilizing the Lickert scale to better understand the distribution of community responses.

"Location vs. Organization" Results

How do you feel about Eagle Mountain on a scale of 1-10?

	Eagle Mountain - the location	Eagle Mountain - the organization
Employees	8.31	7.85
Residents	7.51	5.97
Other Stakeholders	7.17	8.00
City Council	8.00	6.25

Table 1. Location vs Organization Survey Results.

Staff was interested to learn about the differences in various stakeholders' perceptions of Eagle Mountain the location, and Eagle Mountain City as an organization. Each survey respondent was asked to rate Eagle Mountain "the place" on a scale of 1-10 (*1 being a negative perception and 10 being a positive perception*). They were then asked to rate the City of Eagle Mountain, "the organization," on that same scale. The results can be found in Table 1.

As evidenced in the table, employees, residents and City Council rated the location of Eagle Mountain more positively than the organization. The reasons for this score discrepancy have not been evaluated, but it does indicate the City's reputation is lacking in comparison to the broader community.

"Describe EM in 5 Words" Results

All survey respondents were asked to describe Eagle Mountain in five words. The results are displayed in the image *(the more the word appeared in survey responses, the larger it appears on the image)*.



Although describing the same place or phenomenon, the words used to describe them were either positive or negative. For example, some described the community as *far away* or *desolate*, while others described it as *remote* or *secluded*.

It seems that, for some, being farther away from metropolitan amenities is a nice escape. For others, it is an inconvenience. Another example is how some described the city as *overcrowded* or *overpopulated*, while others described the city's growth and development as *progressive*.

Lastly, the words *busy*, *traffic* and *city* are in direct opposition to the terms *small town* and *open* to describe the city's character. The residents cannot agree on whether Eagle Mountain is a city or a town, big or small, open or crowded. Although they all experience the same reality, their perceptions of the city vary greatly.

This data highlights an identity crisis that the city is experiencing. There appears to be two groups formed among the residents. The first group describes those who moved to Eagle Mountain in the city's infancy -- expressing a desire for it to return to a rural, small town. The second group is comprised of those who moved to Eagle Mountain relatively recently. This group wants to see continued growth throughout the community.

These two groups disagree not only on what the city's future should be, but they also seem to have two different realities in the way they view the city's current status.

Though the citizens seem to be split on their opinion of what the city should become, they seem to share similar values. The most commonly used words to describe Eagle Mountain were family, friendly, community, beautiful and outdoor recreation.

Whether the residents view the city as too big or too small, all seem to value the community and outdoors aspects of Eagle Mountain.

"I Would Be More Likely To" Results

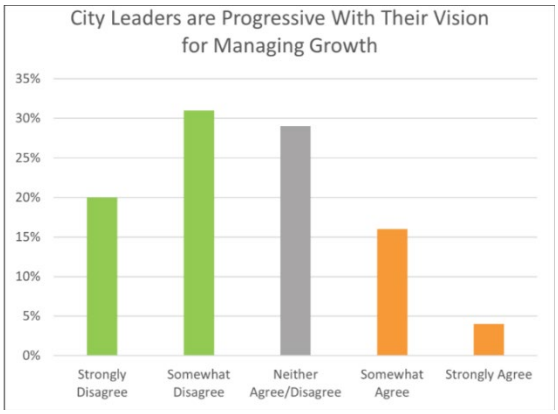
Survey respondents were also asked to complete the sentence "If Eagle Mountain City improved its reputation, I would be more likely to…" *(see Image)*. In answer to this prompt, residents overwhelmingly responded that they would be more willing to live in the city for longer than they currently have planned. It seems that the city's current reputation is creating more transience among its citizens.

A secondary theme of responses was focused on business. Many residents reported that they would be more willing to open a business if the City had a better reputation. Other residents mentioned that they would be willing to encourage their friends to bring their businesses to the city as well.



It is reasonable to conclude that Eagle Mountain City's current reputation is not helping the city build loyalty from its citizens or business owners. As indicated by residents themselves, they would like to stay if the City's reputation, and resulting actions, reflected what they wanted in their community.

Relevant Outside Research



During the Request for Proposals process, one of the bidding firms included this data set from their independent survey research. This data, taken from 49 survey respondents, attempts to identify, in a generalized sense, how residents are perceiving management and decision-making around the city's growth, using the term "progressive" and "vision" to identify resident perceptions. MaHK Advertising indicates that Eagle Mountain City has improvements to make in this area.
**Courtesy of MaHK Advertising*



City Council Perspectives

Following interviews with four of the six Eagle Mountain City Councilmembers, several noticeable patterns began to emerge.

- Existing City logo is “outdated” or “tired”
- Several would prefer a refresh over a rebrand
- Openness to a rebrand if ROI is worthwhile
- Fears around losing “small-town” feeling in Eagle Mountain

The Eagle Mountain City Council’s perspective will ultimately decide the direction of this project. City staff felt it necessary to include these perspectives in this report to provide context and to better guide the internal Comprehensive Marketing Plan Review Committee’s decision-making process.

Findings

Survey results from employees, residents, and community stakeholders draw similar conclusions. First, that the Eagle Mountain City government is perceived less positively than the broader community, that the City’s reputation could be improved among all groups surveyed, and that Eagle Mountain City is in the midst of an identity crisis. This lack of a strong, positive reputation leads staff to believe that a rebrand effort is necessary.

Neighboring City Interviews

Eagle Mountain City staff also took the time to meet with cities that rebranded within the past 10 years. Staff wanted to better understand the purpose of those community’s rebrands, how they approached their process, the outcomes gleaned following their rebrand, implementation timelines, and to solicit their advice for conducting a successful rebrand of the community and the organization.

Staff met with Orem, Spanish Fork, Riverton, Bluffdale, American Fork, Provo and Mapleton to conduct interviews and answer a common set of questions.

Orem

Orem City's rebrand is an example of a brand "refresh" rather than the implementation of an entirely new brand. Prior to rebranding in 2015, Orem City's logo had remained largely the same since 1988, except for slight color and font changes in the mid-late 90s. The "scribble" accent, which represents the Provo River flowing through Orem, has remained consistent throughout all branding adopted by the City since 1988.

Because the change was more subtle than other cities' rebranding efforts, Orem rebranded quietly. The new City logo, which features a more detailed rendition of Mt. Timpanogos, was made public when City staff changed the profile picture of the City's official Facebook page.

Because of the quiet launch, community members and most employees were not involved in the rebrand process. However, all seemed to be generally pleased with the outcome. An advertising agency was hired to help design the new City logo and style guide. The City decided to phase in the implementation of the new logo only as new materials were needed.

The city had a positive experience throughout its brand "refresh." City employees felt an increase in morale, the community respected the City as a professional organization, and businesses were more excited and willing to work with Orem in terms of economic development.

Spanish Fork

Spanish Fork City rebranded in 2017 after the mayor suggested the City return to its previous tagline, "Pride & Progress." The City discarded its then-slogan, "Surround yourself," and decided to rebrand City colors, logos, and fonts to reflect the change of tagline.

Like other city governments, Spanish Fork reported a positive rebranding experience. The City hired an advertising agency

(REDKOR), which involved employees, residents and the Spanish Fork City Council in the four-month long rebranding process.

Spanish Fork, as part of a comprehensive plan, educated City employees on the branding standards and asked each of them to become "brand ambassadors." By labeling employees in this way, the efforts of the community to modernize and rebrand created buy-in on the City's marketing, but also developed a sense of ownership among the staff.

Following implementation, Spanish Fork City also reported an improvement in employee morale and retention rates. Those closely involved with the project also noticed greater respect for the City government, improved brand recognition and reported a stronger sense of community unity.

Riverton

Riverton City adopted its first official branding standards since the early 2000s in 2018 at the request of the mayor. Prior to the rebranding, Riverton had no official branding or style guide and the City seal served as the logo.

Unlike other cities interviewed by staff, Riverton did not seek bids from marketing or advertising agencies. Instead, the City asked residents to submit their own logo concepts in a design contest. The top 3 out of 50 contenders were also decided by the residents through an online survey. The mayor, and then PIO, made a final decision and used the design to create a style guide for the City logo, colors and fonts. The winner of the logo design contest was awarded a $200 cash prize.

Riverton's tagline "peace, progress and tradition" was retired at the time of rebranding and the City has not yet adopted a new tagline.

Prior to rebranding, Riverton City struggled with unique identity problems. Even though a large portion of Riverton residents live on the west side of the city, those residents claimed to live in Herriman. To mitigate this, Riverton City placed 5 of 6 monument signs with the new logo on

the western side of the city. Since constructing these signs, the City has seen several businesses located on the west utilize the logo in their advertising and include the name “Riverton” in their business names.

The new branding was implemented in a phased rollout, starting with digital changes such as the City’s website and social media pages. Changes were also made immediately to all digital letterhead templates, email signatures, and PowerPoint presentation standards. Street signs were updated with metallic stickers, and business cards were also ordered quickly, though employees used business cards with the old branding until they were out. New branding standards were then used on all new projects moving forward.

Though difficult to measure, Riverton City officials said that the new branding had an anecdotally positive effect on the City’s economic development. City officials also stated that the new branding “without question” improved the City’s reputation with residents, businesses and other local cities.

Overall, Riverton City officials felt the rebrand and its implementation were worth the taxpayer dollars. Aside from the $200 awarded to the logo design contest winner and the $150,000 cost of the 6 monument signs, Riverton felt typical budgets were sufficient for all other printed implementation (envelopes, uniforms, business cards, etc.).

Bluffdale

In 2016, while preparing for a redesign of the City’s website, Bluffdale City was told an updated website would not be possible without a branding style guide for the web developer to follow, which the City did not have. Prior to the rebranding completion in 2016, Bluffdale had the same logo for more than 30 years.

Bluffdale hired REDKOR as their advertising agency, worked with them through the advertising process and conducted a citizen survey to better understand the community and the needs of residents. Bluffdale also hosted employee focus groups to include their perspectives in the

development of new branding standards.

Through branding development, Bluffdale emphasizes the inclusion of its City Council in the decision-making process. This process was guided by identifying a core set of values and an identity for the community to base their branding and marketing decisions.

Like other city governments, Bluffdale used a phased implementation approach. The City's implementation is slated to take seven years to complete. Staff tasked with overseeing implementation indicated a desire to see implementation take place on a faster timeline. Bluffdale City started their rebrand with a new City website and with simple, but effective, printed materials.

Following the start of the rebranding implementation process, Bluffdale reported and noticed a greater sense of community, greater respect for the City government, and reported improved employee retention paired with boosted morale among the staff.

Given its location straddling Utah County and Salt Lake County, Bluffdale also found uses in its new brand for economic development opportunities, developing videos to send to prospective businesses and positioning the community as a potential front for business growth in the area.

Bluffdale City staff indicated in interviews that they considered the rebrand successful and would undergo the process again if given the chance.

Provo

The City of Provo last updated their branding standards in 2013. Rebranding was completed at the request of Mayor John Curtis in 2015, the first rebrand Provo had undergone since 1985. The City dedicated substantial resources to implementing the new branding standards.

To complete the process, Provo hired an advertising

agency. What separates Provo from other communities is that they did not involve the public in their branding decisions. During the process, Provo's key decision-makers in the redesign indicated there were too many individuals involved in the creation process and considered it injurious to the success of the project. However, Provo was overall satisfied with the outcome.

Following adoption, the City of Provo indicated the new City brand was well received by the public and employees alike. The tagline of "Welcome home" rang true for residents, any of whom have left and later returned to live in Provo. The City also reported improved employee morale and noticed an increase in professionalism and reception from outside agencies.

Provo, being the seat of Utah County, also reported an improvement in their economic development efforts.

Similar to other communities, Provo pursued a phased implementation process. To this day, Provo has not completed relabeling all of the street signs with the new branding standards. Provo chose to focus on vehicles and items with larger expenses first.

<u>American Fork</u>

American Fork City began their rebranding process at the request of City employees. Following numerous discussions, the community hired an advertising agency. American Fork's design process involved the public, but largely excluded employees from key decision-making.

While American Fork City was disappointed in the results from the designs, City staff attempted to get help from a college class to assist them in the design process. Ultimately, the City opted to select the advertising agency's work.

The American Fork City Council decided between the top three logo concept designs. The logo design recommended by the branding committee was not accepted and another logo was chosen.

Like other City governments, American Fork followed a phased implementation. City staff indicated they wish the implementation was on a faster timeline.

According to interviews, both the public and American Fork City employees received the new logo positively, which the City indicated helped their professionalism and boosted employee morale.

Mapleton

Mapleton revealed their new branding standards in early 2023 during their mayor's State of the City address. The City decided to rebrand because employees and residents felt that the old branding was outdated and of little significance. Individuals who were not residents of Mapleton often associated the maple leaf logo with Canada, and residents did not identify with the colors of orange and green.

One of Mapleton's top priorities was that their rebrand was a data-driven process. Staff spent many months conducting employee focus groups and meeting with residents in one-on-one interviews to capture what they call "the Mapleton experience." The City also got 800 responses to a mixed-method resident survey.

Mapleton identified six brand pillars from the City's four-month data-collection process: Small-town feel, Connection, Active lifestyle, Open space, Service, and Heritage. These pillars were directed primarily toward the City's 12,000 residents rather than other stakeholders. According to City staff, Mapleton residents do not want businesses in their city.

The resulting barn logo is a representation of the spirit of "barn-raising," and matches much of the architecture found throughout the city. Mapleton adopted the tagline "Small town. Big heart," which its residents take pride in.

When the new branding was unveiled during the State of the City address, the Mayor explained the symbolism behind each aspect of the branding one-by-one, which significantly affected resident and employee buy-in, according to City staff. The City also produced a video for residents in which each brand pillar was explained by a different member of City Council. The

City also provided SWAG and cookies with the new branding printed on them for residents who attended the event.

Overall, Mapleton City staff felt the rebrand was a good use of taxpayer money and helped them stand out from Springville and Spanish Fork, both of which tend to overshadow Mapleton. Staff also indicated that rebranding during an election year added a few minor challenges while working with City Council members, but did not overall affect the success of the City's rebrand.

MAPLETON
UTAH

Common Themes

Despite variations in location, history, and community goals, the cities interviewed began to coalesce around common themes. These included:

- Improved employee morale
- Increased sense of city identity
- Positive effect on reputation
- Positive effect on economic development

Each community also concluded that rebranding was a good use of taxpayer dollars and none of the communities interviewed regretted their rebranding efforts.

	American Fork	Bluffdale	Orem	Provo	Riverton	Spanish Fork	Mapleton
Hired ad firm	✓	✓	✓	✓		✓	✓
Public involvement	✓	✓			✓	✓	✓
Employee involvement		✓		✓		✓	✓
Phased implementation	✓	✓	✓	✓	✓	✓	✓

Models for the future character of Eagle Mountain

There are several communities in the United States that effectively balance competing identities while managing the impacts of growth. In this section, this report will detail those communities, how Eagle Mountain can use them as a template for tone, character and community feel in its branding efforts.

Bozeman, Montana





The greater Bozeman, Montana area is home to over 110,000 people *(Point2Homes, 2020)*. The area is surrounded by mountains and open fields while the city's downtown hosts most of its commerce in a quaint commercial area.

Bozeman has a reputation for being an outdoor, rustic town that celebrates its open spaces and beautiful landscape. The idea that such a large community can embody what seems like small-town characteristics is encouraging to a city like Eagle Mountain that is trying to accomplish the same thing.

Bozeman finds its balance between big-city amenities and a small-town feeling by focusing on its outdoors and rustic characteristics along with its family and community values.

Fort Collins, Colorado







Fort Collins, Colorado is also known as an outdoorsy, family-friendly community. Its emphasis on outdoor recreation and rustic features lends to a small-town feeling. It is also known to be a family-centric community where children and families participate together in recreation.

However, one may be surprised to learn that Fort Collins actually has a population of over 165,000 *(U.S. Census Bureau)*. Even with a population of such a large size, the city creates a small-town atmosphere because of its focus on valuing the outdoors and families.

Eagle Mountain bears some similar features to Fort Collins. Like Fort Collins, Eagle Mountain borders an area of open, federal land. Because of that, both cities value and preserve open space and outdoor recreation. Although Eagle Mountain currently has a much smaller population, it is projected to grow to a population that matches, or exceeds, that of Fort Collins.

Research Analysis Applied to Eagle Mountain City

Eagle Mountain City finds itself in the same position as many of the cities studied above. In this section, several examples will be used to show how Eagle Mountain can draw upon the rebranding lessons of neighboring communities.

Riverton defines its geography

Riverton struggled for many years to establish its identity as a city. Many of the residents declared themselves to be from Herriman because they were either confused about where they lived, or were unwilling to claim Riverton as their home. As part of Riverton's rebranding strategy, they focused on establishing an identity that their citizens would be willing to claim.

The city was strategic with its implementation by placing monument signs in the area of town that is often confused with Herriman.

Bluffdale gets economically competitive



Bluffdale rebranded for many reasons, but a major consideration was its economic development efforts. The city was unsure how to market itself, or how to stand out from nearby cities. After rebranding, Bluffdale officials had a better idea of how to spur economic development.

Bluffdale Mayor Natalie Hall stated that rebranding gave them more tools in their economic development toolbox. The city created an economic development marketing video that centers the pitch for Bluffdale around their rebrand. Bluffdale reports substantial improvement in economic development, as a result.

Spanish Fork commits to employee and community involvement

Spanish Fork took a deliberate approach to the way it involved employees and residents in the rebrand process. A citizen survey was distributed to gather information about what Spanish Fork meant to the residents. All employees shared similar information in small focus groups.

When the rebrand was ready for rollout, each employee was asked to become a brand ambassador for the city. They were each asked to take ownership of the brand and given a responsibility to represent it to the public.

Assistant City Manager Tyler Jacobson reported that employee morale and retention improved greatly. New energy was also instilled into city projects. The public's reaction was similar. Jacobson shared that the public felt more connected to the city and were more willing to participate in events and public meetings.

Orem modernizes and improves credibility

Orem City decided to refresh its logo in 2015 because city officials and staff felt that the past logo was dated. The City rebranded with the hope that a more modern version of their logo would make the city look more professional. The City reported that their updated logo was received well by the public. Staff feels that the new branding has given the city increased credibility among the public and other stakeholders.



Eagle Mountain can capitalize

Similar to these cities, Eagle Mountain is also searching to establish an identity, improve economic development, increase community and employee involvement, and enhance its professionalism and reputation. The positive outcomes experienced by Riverton, Bluffdale, Spanish Fork and Orem show that rebranding can be an effective way to accomplish those goals all at once.

These city examples also demonstrate the principle that city branding has a direct connection to city reputation *(Delgado-Garcia et al, 2018)*. With an improved reputation, each city was taken more seriously by residents, businesses, employees and others.

The following subsections discuss the specific ways in which Eagle Mountain hopes to benefit from rebranding.

Economic Development

Though Eagle Mountain's economic development environment has been steadily improving, the inconsistent ratio of economic development growth to residential growth has created obstacles for both the City and its citizens.

In 2021, Eagle Mountain captured 24% of its potential sales tax base. This means that a total of $616 million in potential taxable spending was lost to other communities.

Nearly all the city's workforce is required to leave the community for work. This has resulted in a 33% longer commute time than the rest of Utah County.

A lack of economic development in the City is also a contributing factor to higher unemployment rates than the rest of Utah and Utah County, as well as lower wages compared to the rest of the state of Utah. Improving economic development within the city is expected to help mitigate these problems. (*Zion's Public Finance, 2023*)

In 2010, when Eagle Mountain rebranded, part of its goal was to help improve economic development. Though that logo was effective for a time, the brand is no longer relatable or helpful in fulfilling that purpose.

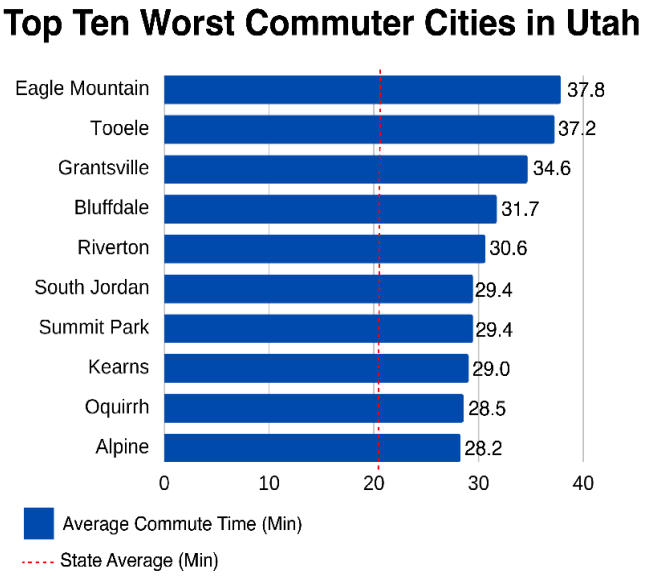
When asked about using branding for economic development, Eagle Mountain City Economic Development Director Evan Berrett said that the brand is not a tool he relies on when working with businesses because the current logo is not useful or relevant in his efforts.

Other cities that rebranded were able to create a brand that helped them accomplish their economic development goals.

Quality of Life

Improving economic development in Eagle Mountain City will also lead to an increase in quality of life for its residents. Multiple studies have found that quality of life increases as an individual's commute time decreases *(Hilbrecht et al, 2014)*.

People are generally happier when they have more time to spend at home with their families instead of on the road commuting to and from work *(Delmelle et al, 2013)*. By bringing more job opportunities to the city, residents will have a lower average commute time and a higher average quality of life.



Currently, Eagle Mountain is ranked the worst city for commuters with an average commute time of 37.8 minutes. The average commute time for the state is 21.2 minutes. (*Obrella, 2022*)

Lowering commute times can also lead to improved air quality. Air quality is considered a contributing factor to quality of life by the World Health Organization. Though this is a regional problem, Eagle Mountain ought to do its best to preserve good air quality for Cedar and Utah Valleys. This ensures that Eagle Mountain is a safe and healthy place for people to recreate outdoors.

Bringing more economic development and job opportunities to Eagle Mountain will also help lower unemployment rates. Studies have found that proximity to jobs is correlated with lower



unemployment rates. The more jobs a city can offer, the lower its unemployment rate is likely to be *(Conley & Topa, 2022)*.

Employment is clearly linked to quality of life because it provides security and stability for both children and adults. This is also why lower unemployment rates are also correlated with lower property crime rates *(Edmark, 2005)*.

Bringing more economic development opportunities to the city will, *ceteris paribus*, decrease unemployment, crime and commute times, helping citizens afford the balanced lifestyle they envisioned when moving to Eagle Mountain.

Employee Retention

Most neighboring cities reported that employee retention increased after completing a rebrand. Those cities did not measure this outcome. Though anecdotal, this warrants further consideration and corroborates peer-reviewed studies that have shown companies with better reputations have higher employee retention.

During calendar year 2022, Eagle Mountain City experienced a separation with 17 full-time employees. The City's full-time employee turnover rate was 13.6%. It should be recognized that 2022 was dubbed the year of "the great resignation," a phenomenon where all sectors experienced higher quit rates and had trouble recruiting new employees during a post-pandemic economy *(U.S. Bureau of Labor Statistics, 2022)*. However, the average separation rate of the State and Local Government industry in the United States during the year 2022 was much lower at just 1.9% *(U.S. Bureau of Labor Statistics, 2023)*.

Employee turnover is costly to any organization. The average cost of an employee leaving is 1.5-2.0 times the employee's yearly salary. This means that the City's cost of employee turnover in 2022 cost $1.4-1.9 million. (*Qualtrics, 2023*).

The estimated cost of rebranding is equal to the turnover of just two full-time employees *(based on the average full-time employee salary in Eagle Mountain City)*.



Measuring Effects of Rebranding

The effects of rebranding are not often measured by city governments or by businesses because the effects are usually difficult to quantify. Further, the results are challenging to separate from other possible variables. After much discussion and research, staff will track the effects of rebranding by focusing on employee retention and economic development.

Economic Development

To track the effectiveness of rebranding on economic development, staff plans to evaluate the economic development department's Yearly Business Climate Survey.

Eagle Mountain City Economic Development Director Evan Berrett has already collected responses from Eagle Mountain business-owners for 2023. This data can serve as a control to the rebrand. As similar questions are asked of business owners every year, staff can use that data to track the sentiments of business owners toward the City and the community. If business-owners' respect and relationship with the City improve during, and following, a rebrand, this project is considered successful.

Staff also plan to create a survey to be distributed to all new businesses as they move into the community. This survey will be focused on learning about the factors that motivate each business to locate in Eagle Mountain. These carefully-crafted questions will help staff track whether the rebrand is really helping to attract new businesses to the community.

Employee Turnover

To measure the effects of rebranding on employee turnover, staff plans to compare employee turnover data from before, and after, rebranding. If effective, and all else being equal, rebranding should contribute to lower employee turnover rates over a given period of time. Data from the National Bureau of Labor Statistics measuring turnover in state and local government will be used as a benchmark.



Rebrand vs. Refresh

Some Councilmembers and staff have expressed interest in a possible brand "refresh" instead of a rebrand. In this case, "refresh" would mean to update the City's logo but keep a similar look to the current logo. Refreshing the brand would be focused mainly on the visual aspects of the brand, and not on the brand itself. The decision between a refresh or a rebrand depends on the purpose of an update.

A brand refresh is strategic when an organization already has a recognizable brand that needs modernization. Private sector organizations introducing a brand refresh, in most cases, have positive reputations and outdated logos. Companies do not want to indicate noticeable changes to the organization but do want an updated appearance in these cases *(Forbes, 2021)*.

The company has already built loyalty from its target audience and key decision-makers and are not advised to jeopardize a competitive market position by introducing drastic changes *(Forbes, 2021)*.

Executing a complete rebrand is recommended when an organization is making changes in the way it conducts business. Rebranding is also strategic when a company does not have a generally positive reputation but wants to establish one. The branding change notifies the organization's target audience of new approaches. *(Forbes, 2021)*.

Based on data from the resident survey discussed above, it is evident that Eagle Mountain City does not have an established positive identity or reputation. Eagle Mountain City needs more than a modernized logo, it needs to agree on an identity.

Apart from recommendations derived from the available academic research, it should be noted that the costs associated with a brand refresh will be comparable to a full rebrand, depending on the approach utilized.

Eagle Mountain is also making numerous changes within the organization. With a new strategic mission, vision, and goals; a new economic development master plan, and many new City staff positions, the City's way of conducting business is changing and improving.

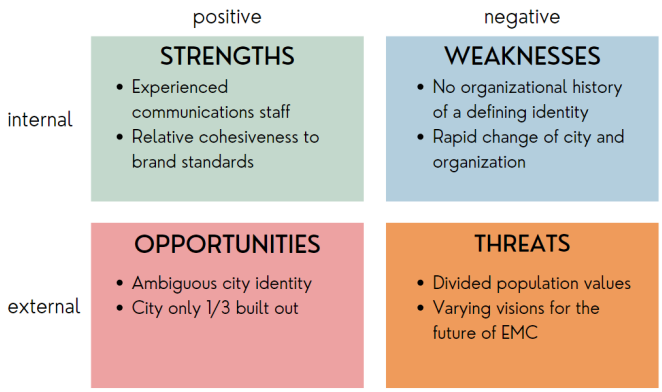
Rebranding would show residents:

- The City and community are growing and adapting to changing needs
- Indicates Eagle Mountain is an important consideration when allocating state dollars
- Eagle Mountain welcomes business activity

These factors indicate that a rebrand would be more effective than a brand refresh for Eagle Mountain City.

SWOT Analysis

To evaluate the potential efficacy of a rebrand experience, staff performed a SWOT analysis.



One strength of the City is an effective communications staff. Communications Manager Tyler Maffitt will be managing the rebrand process with the help of Digital Communications Specialist Bailey Ensign. They have proven to be an effective team and are often praised by citizens for their prompt and effective communication *(Eagle Mountain Resident Survey, 2022)* and management style. The Council should feel confident in Tyler Maffitt's ability to spearhead this effort in an organized and efficient manner.

The City's second strength is its relative cohesiveness to current brand standards. Other cities that have recently rebranded have expressed that obtaining employee buy-in was easy, but creating strict brand standards was difficult. Cities that had trouble in brand adherence after a rebrand had also experienced the same problem beforehand.

Seeing that Eagle Mountain City's employees are already able to abide by current brand standards leads to the assumption that employees will adhere to new brand standards. Consistency will be an asset to the City during a rebrand.



Staff also identified two weaknesses of the City that may make a rebrand experience difficult. The first weakness is the fact that there is no organizational history of a defining identity. Eagle Mountain has long been in the midst of an identity crisis. That crisis makes it difficult for the City to personify its identity through means of a brand. The City's second weakness is its rapid rate of change. The City's growth, both in community and organization, means that a brand may be difficult to establish because it may not accurately emulate the City's future.

The City can take advantage of several opportunities by rebranding now. The first is the City's ambiguous identity. Although this is listed as a weakness, it is also an opportunity because the City does not have to work against an existing identity through the process of rebranding.

The City has an opportunity to create and define its own identity. A second opportunity is the fact that Eagle Mountain is at one-third of its build out capacity. It will be much easier for the City to establish a successful brand and identity while the City is still relatively young. As more residents locate in the community, they are added to the community, they can take part in, and strengthen, that identity. If the City waits to establish an identity, then an identity may be formed by whatever the businesses and developers want to create.

The threats identified include divided population values and varying visions for the future of the City. First, having divided population values is a threat to the process of creating a shared identity and values for the community. It might take some extra strategy to create buy-in from groups that have such opposing beliefs.

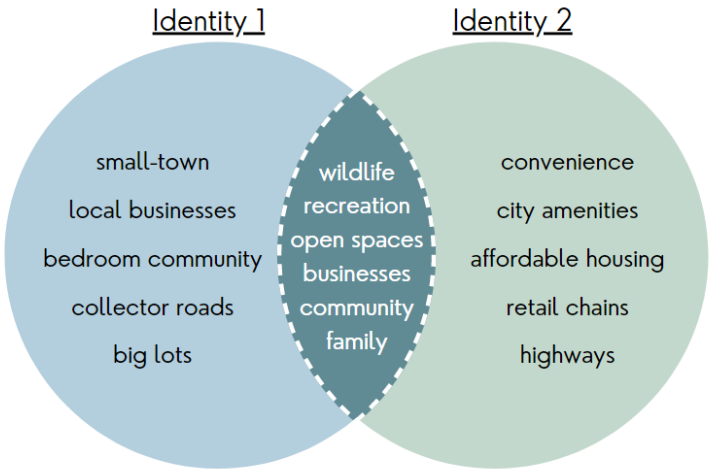
Second, it has become clearer over time that many people have differing visions for the future of Eagle Mountain. This is a threat to creating an effective brand because a brand is meant to help carry an organization forward, but if "forward" is too ambiguous or is contradictory, establishing that brand becomes a challenge.

Eagle Mountain City's Future

It is no secret that given the number of vested units planned in Eagle Mountain, combined with current rates of growth, this community is anticipated to exceed a population of 100,000 residents within the next 10 years. Eagle Mountain's available land for development could push its population to between 150,000 and 200,000 residents at full build out.

While the Eagle Mountain City Council has the final say regarding the direction this project takes, it is the duty of the internal Comprehensive Marketing Plan Review Committee to provide guidance where it is needed.

It is the conclusion and recommendation of the internal Comprehensive Marketing Plan Review Committee that Eagle Mountain City develops an identity that reconciles the common values and characteristic of two identities present within this community.



To do this, terms such as "small town" ought to be replaced with more useful terms such as family, community and neighborly. A word like rural ought to be replaced with a tone such as outdoorsy and rustic. The path forward, according to the committee, is to repair the damage caused by the antagonism between these two identities. Instead, Eagle Mountain City should focus its attention on promoting concepts valued by both identities:

- Open Spaces
- Recreation
- Community
- Family
- Wildlife
- Businesses

By communicating this to the firm selected to help develop the branding campaign, Eagle Mountain City will be able to resolve much in the way of decision-making and resident disagreement if executed effectively.

Estimated Project Cost

Estimated project costs have been reviewed by the internal Comprehensive Marketing Plan Review Committee. While funds in the total amount of $45,000 have been allocated in Fiscal Year 2023 for soliciting branding services, implementation costs will add to the totals -- funding for which will be sought in Fiscal Year 2024.

The following is a comprehensive breakdown of estimated implementation costs for this project:

	Total Estimated Cost
Facilities & Fleet	$26,535
Streets	$46,900
Parks	$3,250
SWAG	$8,957
Personnel & Clothing Allowance	$34,860
Key FOBS	$660
Billboards/Other investments	$150,000
Communications	$50,000
Overages and unaccounted items	$23,000
Estimated Grand Total	$343,502
Estimated Grand Total (Less Recurring Items)	$300,345

*Recurring annual costs highlighted in yellow
**Green items are project scope outside of replacing existing branding

Specifics and details that comprise this cost estimate can be supplied upon request.

The City's Communications staff worked tirelessly to meet with the Human Resources, Parks, Streets and Facilities departments to better understand the scope and inventory of replacements that would be needed. As a result, a comprehensive list was developed detailing all the street signs, park signage, and City logo replacements that would be necessary.



Councilmembers may notice a Billboards/Other investments line item. Without a completed implementation plan, estimating a dollar amount for effective execution outside of Eagle Mountain has not been properly evaluated.

Timing Considerations

The timing of a rebranding campaign is crucial to its success.

When coupled with actionable changes, a rebrand has more power in the eyes of the public because residents look for, and notice, that change *(Forbes, 2021)*. There are many aspects that indicate now is the right time for Eagle Mountain City to pursue rebranding.

- The City has recently established a new mission, vision, values and goals that will carry the City forward throughout the next decade.
- The Economic Development Master Plan, Transportation Master Plan and Small Area Plans have been approved within the past two months.
- Eagle Mountain City has just finished its 25th year of incorporation. New branding will help usher in a new era of Eagle Mountain City that celebrates and honors its historic roots but embodies its current and future population.
- As the community continues to grow, the City loses more and more control of defining a unifying identity for the community. Once the City has been built-out, it is nearly impossible to add open space, trails, etc. For an effective character to be built into the City, it must be planned. If Eagle Mountain can create an identity through its branding, the development that takes place within the city can enhance and solidify that character. The more economic and residential development that takes place without a guiding identity, the less control the City has over its own identity. Instead, it is at the mercy of developers.

Although there are many reasons to indicate that starting a rebrand in FY 23 fiscal year is strategic, there are also some threats present.

- The economy may be facing a slowdown in growth *(Forbes, 2023)*. This creates an unpredictable future for the revenues generated that directly benefit Eagle Mountain City. It may be beneficial to want to wait until economic uncertainty is resolved.

Counterpoint: The benefits that the City will gain from rebranding may help balance the negative effects of a poorly performing economy. As previously stated, rebranding

increases employee morale, employee retention, and economic development – three aspects that are likely to suffer during an economic downturn (Society for Human Resources Management, 2009). Further, Eagle Mountain City's last rebrand was during the Great Recession.

- 2023 is an election year. There is fear that making major branding decisions during an election year could prove to be challenging.

Counterpoint: Should important City decisions and projects be delayed every two years, yielding to the whims of the political climate? The needs of a City do not lessen because of this natural process in government. Staff urges Council to consider the long-term benefits of rebranding at this particular time when the City has taken the proper steps to create sufficient impetus for a strategic rebrand.

- There is debate about whether Eagle Mountain's current branding has outlasted its usefulness.

Counterpoint: Every organization wants to find branding that will carry them 30 or more years into the future. Using branding for this long doesn't necessarily mean it is useful for all of those years. Eagle Mountain has more than doubled in size since its current branding was created. The City is a much different place with a different population. Eagle Mountain is embarking on a journey into a new era of the City.

Implementation Plan

City staff are currently working to develop a Comprehensive Marketing Assessment Implementation Strategy Plan.

In its current form, this document contains the bare essentials to begin the planning process for effectively implementing a change in branding. This document will be discussed at length by the internal Comprehensive Marketing Plan Review Committee and adjusted as plans become fully realized.

City Council may review this plan in its current, unfinished form here.

Request for Proposal Process

The internal Comprehensive Marketing Plan Review Committee Review Committee researched RFP proposals from nine cities across the country who have undergone a rebrand of their organization. Using these RFP examples as templates, the CMP Review Committee was able to design a request based on the needs of Eagle Mountain City. The RFP was approved by the committee and sent to bid.

COMBINED SCORES				
Criteria	Weight	REDKOR	Induo	MaHK
Experience	20%	4.25	3.19	3.94
Originality & Creativity	35%	3.88	3.75	3.44
Quality of Research	35%	4.13	2.88	3.69
Adherence to RFP	10%	4.44	3.31	4.06
Totals	100%	**16.70**	**13.13**	**15.13**

In total, three firms submitted bids for this project.

- REDKOR
- Induo
- MaHK Advertising

MaHK Advertising and REDKOR were invited to give a presentation and answer questions. Following a vote by the committee, REDKOR was selected as the firm recommended to carry Eagle Mountain City through this process.

<u>REDKOR in its own words</u>

"For REDKOR creating a brand means having a reliable system to showcase your vision, mission, and purpose in a way that resonates and connects with customers. We design images, colors, photography, and elements that reinforce your message and inspire consumer confidence. REDKOR's strategy organizes emotional responses and memories consumers have with your brand and quantifies the why behind the design choices." – REDKOR website.

REDKOR BRAND CAMPAIGNS

Recommendations and Conclusion

Eagle Mountain City has the opportunity to enhance its reputation, elevate its brand, improve economic growth and quality of life, retain more employees, change the way residents talk about the City and the community, and set the table for making a shift from the community Eagle Mountain is now to the community it will become.

- Eagle Mountain City is in need of a strategic rebrand enhance its reputation, note noticeable organizational changes and because current branding that is no longer reflective of the community.
- Eagle Mountain City can affirm positive changes through branding, which can improve the organization's reputation.
- Eagle Mountain City is facing an identity crisis and ought to work toward a more defining identity.
- Eagle Mountain City can improve employee pride, reputation and economic development through rebranding.
- As Eagle Mountain continues to grow, the City loses control of a defining identity.

To bring about change, the internal Comprehensive Marketing Plan Review Committee recommends the following steps:

1) Award RFP bid to REDKOR during the May 2, 2023 Eagle Mountain City Council meeting.
2) Negotiate and sign an amicable contract with the vendor.
3) Reconcile the needs of competing identities within the population of Eagle Mountain.
4) Around 60 days from contract signing, branding is presented to Eagle Mountain City Council by CMP committee for final approval.
5) Develop and approve a branding and marketing implementation plan.
6) Comprehensive Marketing Plan will be presented within 100 days to City Council for approval.



7) Implementation Phase begins at a date agreed on by the CMP committee and with council approval.

This project has been years in the making and the timing is right to begin making strategic changes to Eagle Mountain City's brand. With appropriate timing, rebranding this community can have innumerable benefits that last decades into the future.

A brand is so much more than a logo. Branding connects art with actions by implementing symbols that represent Eagle Mountain's highest aspirations. It's time to make those aspirations real.

Though there may be disagreements over specifics, the discussion and the research point in one direction.

The internal Comprehensive Marketing Plan Review committee is proud to present this Request for Proposal to the Eagle Mountain City Council for final consideration and approval.

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Amendment to the Approved Ladder Sign Locations Map - Eagle Mountain Chamber of Commerce
ITEM TYPE:	Motion
FISCAL IMPACT:	N/A
APPLICANT:	Eagle Mountain Chamber of Commerce

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Evan Berrett, Admin

PRESENTED BY:
Evan Berrett

RECOMMENDATION:
Staff recommends that the City Council approve an amendment to the approved Ladder Sign Locations Map.

BACKGROUND:
Two ladder sign locations, listed as numbers 28 and 58 need to be relocated as their current locations will not work due to available space. #28 would be along Eagle Mountain Blvd. since there continues to be demand on that road, and #58 would be near the future Porters Crossing retail development. Knowing that entrances to the future Porters Crossing retail development are not set in stone, #58 can move slightly west or east as needed to make way for development and ensure proper sight lines for traffic.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

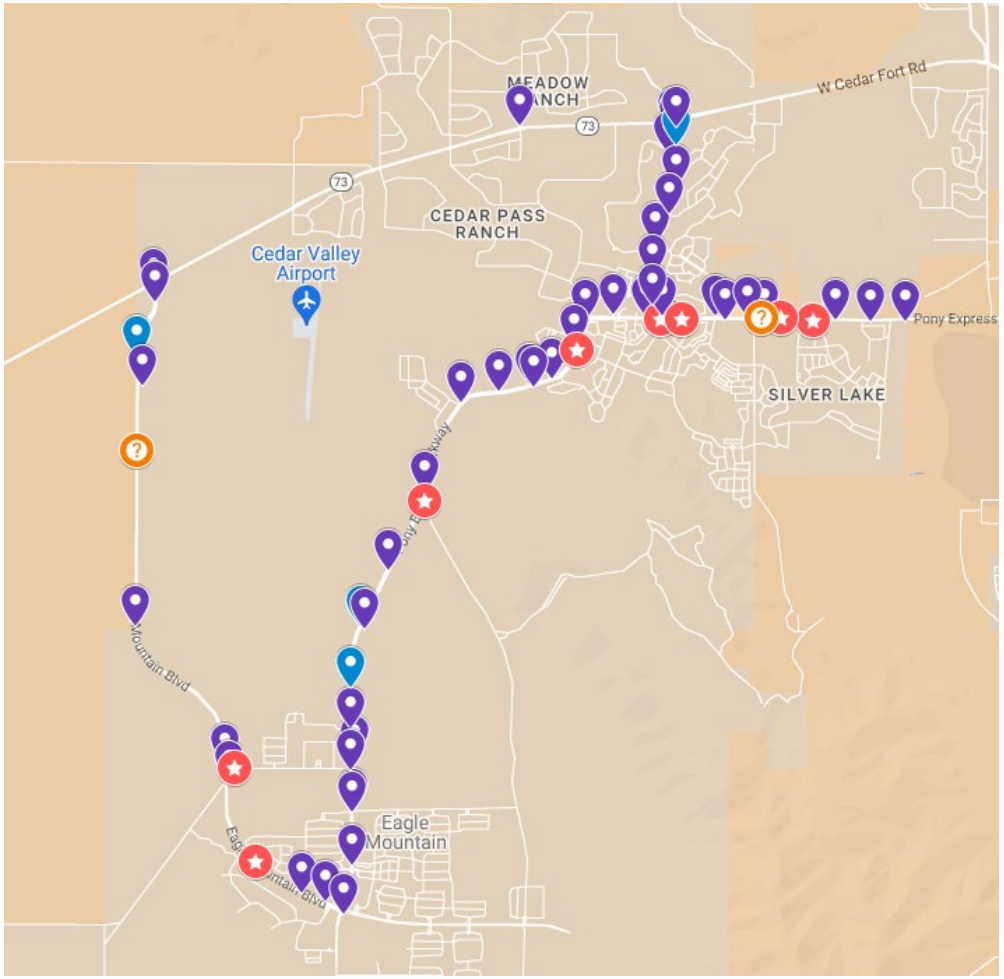
PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Proposed Ladder Sign Locations

April 18, 2023. Eagle Mountain City Council Meeting. Proposed Sign Locations Exhibit.

Full Signs Map



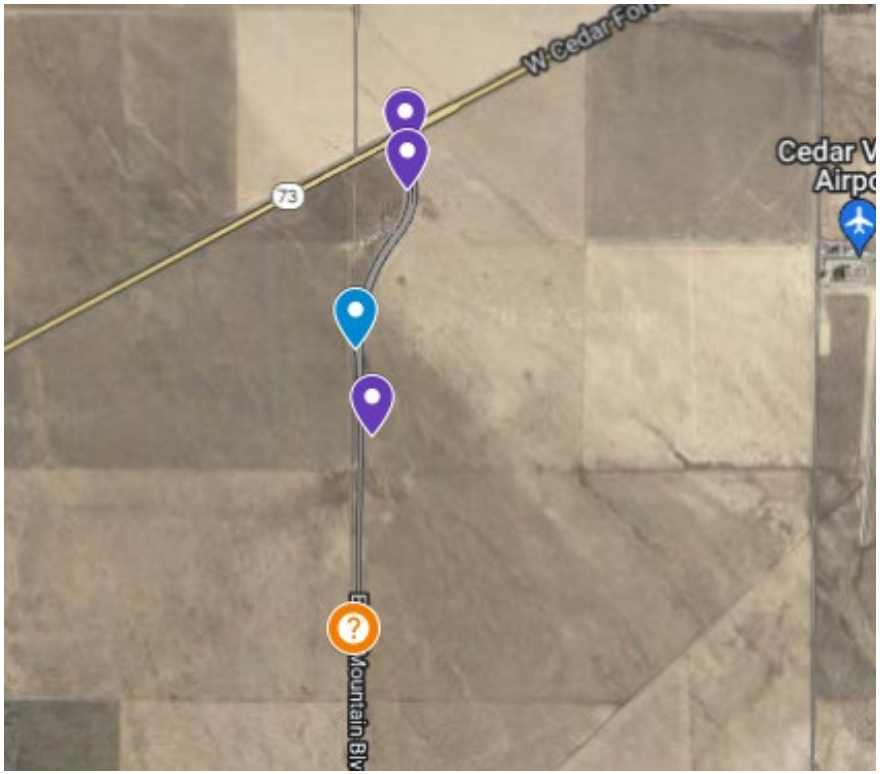
Legend

- Approved, Not Built
- Sign w/ Availability
- Existing Sign (Full)
- Sign Needing Repair
- Potential Future Sites
- Proposed Updated Locations

Sign #28: Proposed New Location

(Orange Dot with Question Mark)

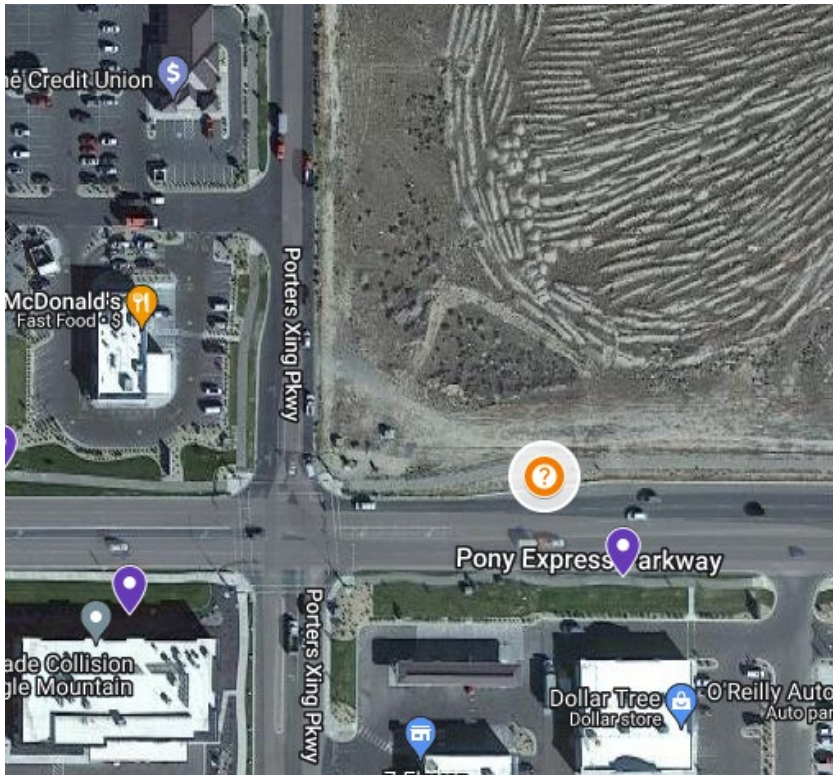
Notes: Previously approved location does not have enough space for sign due to property owned by UDOT now.



Sign #58: Proposed New Location

(Orange Dot with Question Mark)

Notes: Previously approved location does not have enough space for sign.



EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**		
TITLE:	Employee Benefits Agreements - MotivHealth, New Benefits, and MetLife		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	-5%		
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Angela Valenzuela, Admin

PRESENTED BY:
Angela Valenzuela

RECOMMENDATION:
Staff recommends that the City Council approve the Employee Benefits Agreements with MotivHealth, New Benefits, and MetLife.

BACKGROUND:
This item is for the renewal of Eagle Mountain City's employee insurance medical benefits. The cost of the FY 2024 insurance renewal was predicted to increase 6%; however, the cost has reduced by 5%. This is in large part because of the amazing job City employees are doing with incentives and prescription programs offered by the provider.

NFP is the City's benefits broker, and the agreements include medical coverage with MotivHealth, supplemental accident and critical illness benefits through MetLife which is paid for by employees through payroll, and New Benefits which is a new service we started offering our employees last Fiscal Year in lieu of the Long Term Care that was discontinued.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

MotivHealth Proposal

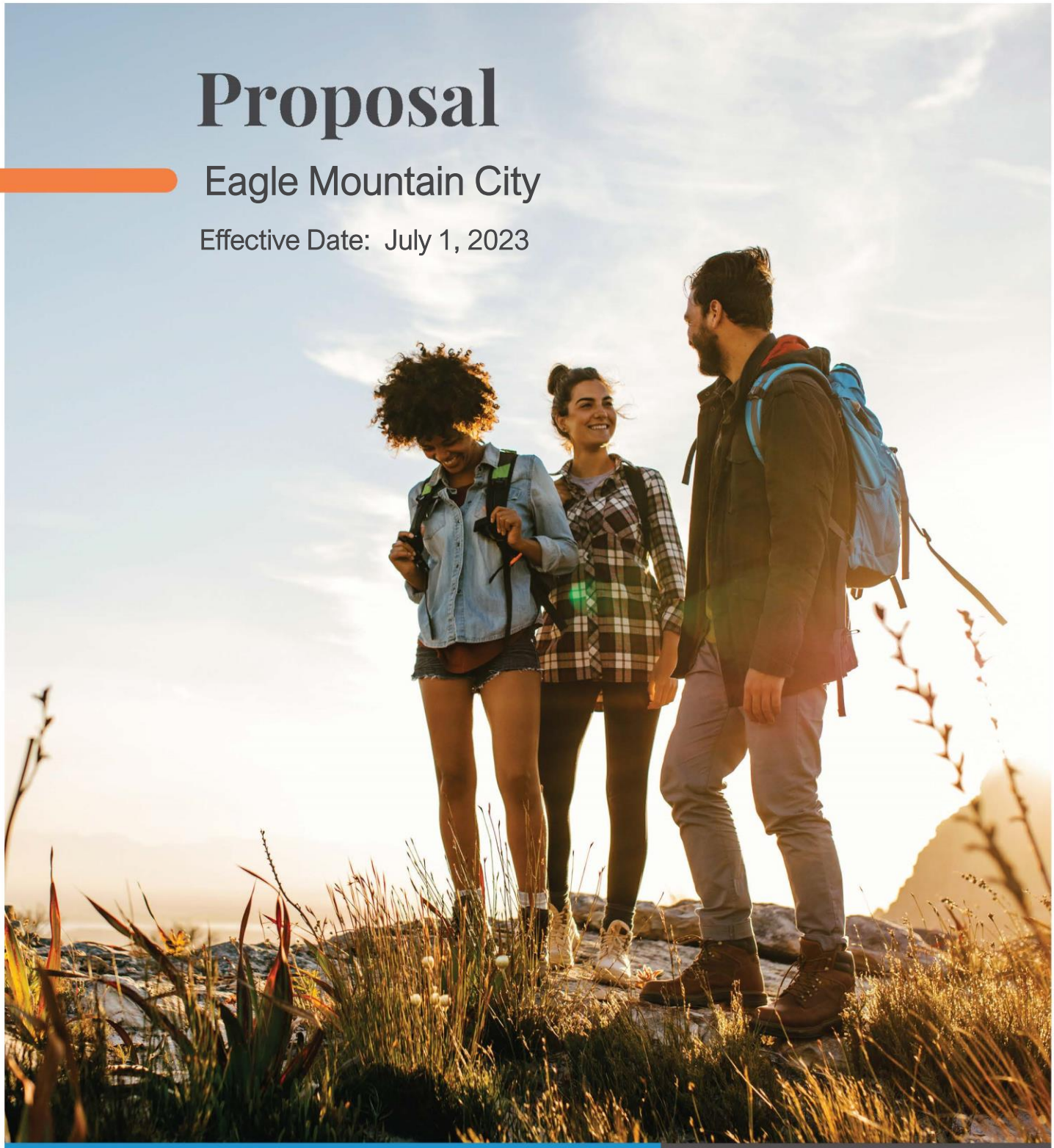
New Benefits Agreement

MetLife Accident & Critical Illness Insurance Agreement

Proposal

Eagle Mountain City

Effective Date: July 1, 2023



motivhealth®
INSURANCE COMPANY

10421 S Jordan Gateway Ste. 300
South Jordan, UT 84095

(844) 234-4472

MotivHealth.com

MotivHealth Insurance
RENEWAL GUIDE

Thank you for working with MotivHealth.
Here are the next steps in the renewal process.

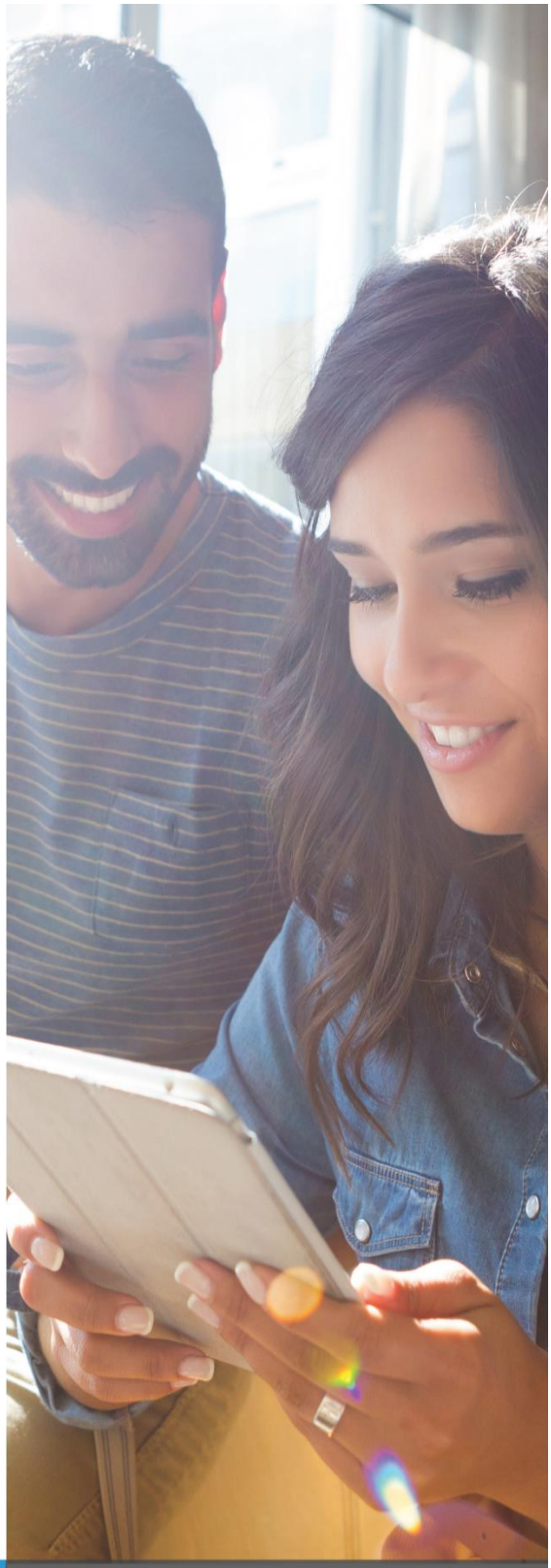
TO DO:

1. Review your proposed rates.
2. Complete and return enclosed *Renewal Options Form* to your account manager.
3. Sign and return your proposed *Rate Sheet* and *Funding Breakdown* documents.

Upon receiving the signed renewal, MotivHealth's Implementation Team will send you important documents that require signature, *(in addition to updated SBC's and OOC's.)*

Once all renewal documents have been signed and approved, you will receive and email from MotivHealth's Implementation Team stating that the group's renewal has been completed. *Please be advised, this can take up to 2-3 weeks.*

PLEASE NOTE
If memberships has changed 15%, or more, we may request additional information prior to completing / approving the groups renewal.



motivhealth®
INSURANCE COMPANY

10421 S Jordan Gateway Ste. 300
South Jordan, UT 84095

(844) 234-4472

MotivHealth.com

Eagle Mountain City

1650 E Stage Coach Run

Eagle Mountain, UT 84005

Effective Date: July 1, 2023

		MotivHealth Level Funded Plan Options		
		Current	Renewal	
		Moti□□etwor□ HS□ 2500	Moti□□etwor□ HS□ 2500	
	Dedu□ti□le □Single□Fa□ ily□	$2500 /$5000	$2500 /$5000	
	Dedu□ti□le E□ □edded□□on□E□ □edded	Non-Embedded	Non-Embedded	
	□oinsuran□e □□aid □y Me□ □er□	10% AD	10% AD	
	OO□ Ma□ □Single□Fa□ ily□	$3000 /$6000	$3000 /$6000	
	OO□M E□ □edded□□on□E□ □edded	Non-Embedded	Non-Embedded	
Fa□ility	In□atient	10% AD	10% AD	
	Out□atient	10% AD	10% AD	
	ER	10% AD	10% AD	
□ro□essional	□□□	10% AD	10% AD	
	S□e□ialist	10% AD	10% AD	
	□eha□ioral Health □isits	10% AD	10% AD	
	Reha□□□T□OT □□hiro, i□in□luded□	10% AD	10% AD	
I□ aging□Diagnosti□s	Radiology □□T□□ET S□an□MRI	10% AD	10% AD	
	Minor La□ □ □□Ray Ser□i□es	10% AD	10% AD	
R□	Generi□ □Retail	10% AD	10% AD	
	□re□erred □rand □Retail	10% AD	10% AD	
	□on□□re□erred □rand □Retail	10% AD	10% AD	
	S□e□ialty Drugs	10% AD	10% AD	
Other Ser□i□es	□rgent □are	10% AD	10% AD	
	□□ □ulan□e	10% AD	10% AD	
Out o□□etwor□	Dedu□ti□le	$5000 /$10000	$5000 /$10000	
	□oinsuran□e	30% AD	30% AD	
	OO□ Ma□	$6000 /$12000	$6000 /$12000	
				Renewal In□rease
Single	6	$470.62	$446.79	-5.1%
Two □arty	□	$974.18	$924.84	-5.1%
Fa□ ily	26	$1,317.72	$1,250.99	-5.1%
□nnual Total		$480,083.76	$455,772.00	
Monthly Total		$40,006.98	$37,981.00	

Signature:_____ Date:_____

Eagle Mountain City

1650 E Stage Coach Run

Eagle Mountain, UT 84005

Effective Date: July 1, 2023

		MotivHealth Level Funded Plan Options		
		Current	Renewal	
		Wasat□h□etwor□ HS□ 2500	Wasat□h□etwor□ HS□ 2500	
	Dedu□ti□le □Single□Fa□ ily□	$2500 /$5000	$2500 /$5000	
	Dedu□ti□le E□ □edded□□on□E□ □edded	Non-Embedded	Non-Embedded	
	□oinsuran□e □□aid □y Me□ □er□	10% AD	10% AD	
	OO□ Ma□ □Single□Fa□ ily□	$3000 /$6000	$3000 /$6000	
	OO□M E□ □edded□□on□E□ □edded	Non-Embedded	Non-Embedded	
Fa□ility	In□atient	10% AD	10% AD	
	Out□atient	10% AD	10% AD	
	ER	10% AD	10% AD	
□ro□essional	□□□	10% AD	10% AD	
	S□e□ialist	10% AD	10% AD	
	□eha□ioral Health □isits	10% AD	10% AD	
	Reha□□□T□OT □hiro, i□in□luded□	10% AD	10% AD	
I□ aging□Diagnosti□s	Radiology □□T□□ET S□an□MRI	10% AD	10% AD	
	Minor La□ □ □□Ray Ser□i□es	10% AD	10% AD	
R□	Generi□ □Retail	10% AD	10% AD	
	□re□erred □rand □Retail	10% AD	10% AD	
	□on□□re□erred □rand □Retail	10% AD	10% AD	
	S□e□ialty Drugs	10% AD	10% AD	
Other Ser□i□es	□rgent □are	10% AD	10% AD	
	□□ □ulan□e	10% AD	10% AD	
Out o□□etwor□	Dedu□ti□le	$5000 /$10000	$5000 /$10000	
	□oinsuran□e	30% AD	30% AD	
	OO□ Ma□	$6000 /$12000	$6000 /$12000	
				Renewal In□rease
Single	6	$413.94	$393.35	-5.0%
Two □arty	8	$856.87	$814.21	-5.0%
Fa□ ily	42	$1,159.04	$1,101.35	-5.0%
□nnual Total		$696,219.36	$661,565.76	
Monthly Total		$58,018.28	$55,130.48	

Signature:_____ Date:_____

Funding Breakdown

HS□ 2500				
S□e□ □tta□h□ ent □oint	$100,000			
□lai□ s □unding return threshold	$155.26			
		Single	Two Party	Family
Esti□ ated □ase □re□ iu□ to □olle□t □ro□ e□ □loyer				
General Administration	$26.35	$40.42	$83.67	$113.18
Commissions (6% Premium)	$17.49	$26.83	$55.54	$75.12
Aggregate Stop Loss Premium	$22.20	$34.06	$70.51	$95.37
Spec fee	$18.15	$27.85	$57.65	$77.98
Su□total	**$84.19**	**$129.1□**	**$26□.□□**	**$□61.66**
Claims Funding*	$207.02	$317.62	$657.47	$889.33
Monthly Funding □□M□M□	**$291.21**	**$446.□9**	**$924.84**	**$1,250.99**
Rating Tier Factors		1.53	3.18	4.30

Threshold □or Return o□□lai□ s Funding	
Estimated Membership	347
x Contract Months	12
= Member Months	4164
x Claims funding return threshold PMPM	$155.26
= Total Threshold for Return	$646,502.64

Le□el Funding □rrange□ ent □□0□ retained □y Eagle Mountain □ity, □0□ retained □y Moti□Health

*Monthly Funding is the maximum liability to the group

Signature:_____ Date:_____

Funding Breakdown

	Wasat□h □etwor□ HS□ 2500			
S□e□ □tta□h□ ent □oint	**$100,000**			
□lai□ s □unding return threshold	**$1□5.□5**			
Esti□ ated □ase □re□ iu□ to □olle□t □ro□ e□ □loyer		Single	Two Party	Family
General Administration	$26.35	$40.42	$83.67	$113.18
Commissions (6% Premium)	$15.40	$23.62	$48.90	$66.14
Aggregate Stop Loss Premium	$20.98	$32.19	$66.64	$90.13
Spec fee	$13.18	$20.22	$41.85	$56.61
Su□total	**$□5.90**	**$116.46**	**$241.06**	**$□26.0□**
Claims Funding*	$180.47	$276.89	$573.15	$775.28
Monthly Funding □□M□M□	**$256.□□**	**$□9□.□5**	**$814.21**	**$1,101.□5**
Rating Tier Factors		1.53	3.18	4.30

Threshold □or Return o□□lai□ s Funding	
Estimated Membership	347
x Contract Months	12
= Member Months	4164
x Claims funding return threshold PMPM	$135.35
= Total Threshold for Return	$563,597.40

Le□el Funding □rrange□ ent □□0□ retained □y Eagle Mountain □ity, □0□ retained □y Moti□Health

*Monthly Funding is the maximum liability to the group

Signature:_____ Date:_____

Eagle Mountain City
July 1, 2023

Underwriting Worksheet

Current Period	
Beginning of Experience Period	2/1/2022
End of Experience Period	1/31/2023
Subscribers	92
Members	347
Average Contract Size	3.77
Member Months	3934
Pooling Level	$60,000
Experience Rating	
Medical Claims	$506,632.06
Medical Completion Factor	1.133
Completed Medical Claims	$574,071.60
less Pooled Claims	$0.00
equals: Medical Claims Net of Pooling	$574,071.60
Pharmacy Claims	$56,209.48
Pharmacy Completion Factor	1.005
Completed Pharmacy Claims	$56,466.36
Medical Annual Trend	4.5%
Pharmacy Annual Trend	8.1%
Trended Medical Claims	$611,216.03
Trended Pharmacy Claims	$63,043.96
Trended Total Claims	$674,259.99
Trended Total Claims PMPM	$171.39
Pooling Charge	$23.02
Experience Period Benefit Relativity	1.00
Experience Period Demographic Factor	1.00
Total Trended Claims PMPM I 2/1/22 - 1/31/23 | 70%	$194.41
Total Trended Claims PMPM I 2/1/21 - 1/31/22 | 30%	$227.37
Weighted Experience PMPM	$204.30
Manual Rate PMPM	$260.22
Credibility Factor	0.6268
Credibility Weighted Expected Plan Cost	$225.17
Expected Claims above Spec Attachment Point	$18.15
Net Expected Plan Cost	$207.02
Retention	
General Administration PMPM	$26.35
Commissions PMPM	$17.49
Aggregate Stop Loss Premium PMPM	$22.20
Spec Fee PMPM	$18.15
Total Retention	$84.19
Renewal Action	
Calculated Renewal Cost PMPM	$291.21
Calculated Renewal Increase	-5.1%
Final Renewal Increase	**-5.1%**

motivhealth® RENEWAL OPTIONS FORM

Please select one of the following renewal options:

☐ RENEW OUR PLAN AS -IS.
Renew *without* changes to your current plan design, eligibility or contribution structure.

☐ RENEW WITH CHANGES TO ELIGIBILITY OR CONTRIBUTION STRUCTURE.
Renew with current benefit design(s) with the following eligibility and/or contribution updates.

ELIGIBILITY CHANGES:

Y☐ N☐ – Modify New Hire Waiting Period (NHWP)

- ☐ - Date of hire
- ☐ - First of the month following date of hire
- ☐ - First of the month following 30 days
- ☐ - First of the month following 60 days

Y☐ N☐ – Modify Domestic Partnership Status

- ☐ - Yes, we would like to add domestic partner coverage
- ☐ - No, we decline to offer domestic partnership coverage

CONTRIBUTION CHANGES:

Y☐ N☐ – HSA Contribution

_____ Individual
_____ Employer + Spouse
_____ Employee + Child(ren)
_____ Family

Y☐ N☐ – Employer Premium Contribution

_____ Individual
_____ Employer + Spouse
_____ Employee + Child(ren)
_____ Family

☐ EXPLORE ALTERNATIVE, NEW BENEFIT DESIGNS.
To consider new benefit designs or field questions about your intent to renew with motivhealth, please contact your account manager for assistance.

10421 S Jordan Gateway Ste. 300
South Jordan, UT 84095

(844) 234-4472

MotivHealth.com



Employer Help Desk: 844-713-2877
employerhelp@newbenefits.com

Employer Agreement for List Billing

Agent: 84058 Clint Wadsworth	**Group ID:** NFP984	**Date:** 3/6/2023

Internal Use Only

EMPLOYER INFORMATION			**BILLING CONTACT**
Company: Eagle Mountain City			Name & Title: Angela Vaenzuela
Address: 1650 E. Stagecoach Run			Email: avalenzuela@Emcity.org
Address 2:			**ELIGIBILITY CONTACT** ☒ **same as above**
City: Ealge Mountain	ST: UT	Zip Code: 84005	Name & Title:
FEIN/TAX ID#: 84-131095	Phone: 801-789-6604		Email:
NAIC/SIC Code: 9111			**HUMAN RESOURCES** ☒ **same as above**
CARD PROGRAM Base Package			Name & Title:
Membership Effective Date: 07/01/2023			Email:
Number of Eligible Employees: 107			**MEMBERSHIP KITS SENT TO:**
PAYMENT PROCESS ☐ ER Paid ☐ Voluntary-EE Paid			☒ **Employees** ☐ **Employer**

Base Package
Includes: Teladoc $0 Visit Fee, Health Advocate Solutions, Roadside Assistance

☒ **$6.87 Employer paid** **pricing is contingent on 10+ enrolled members or 50+ eligible members for voluntary*

☐ **$7.87 Voluntary** **pricing if non-voluntary <10 enrolled members/voluntary 50+ eligible members. Teladoc Benefit will be updated to the $15 visit fee as well.*

New Benefits (NB) is the administrator for the benefits program ("Program"). The Program term is one (1) year and will automatically be renewed for a period of one (1) year unless thirty (30) day written notice is provided before the expiration of any term. NB will list bill Employer for all employees active on the last day of each calendar month. A credit will not be issued for any employee cancelled after the last business day of each month. Minimum list bill amount is fifty dollars ($50) per month. Employer agrees to pay the invoice in full on or before the twentieth (20th) day of the month invoice is issued. If payment is not received by the first (1st) of the following month, Employer is in default and group and its employees is subject to termination. Termination does not relieve Employer of the obligation to pay all monies due. **Please note account deactivation will result in service disruption to members and possibly re-registration for certain benefits.** A one hundred dollar ($100) reactivation fee will be added to the monthly balance to reactivate a past due account.

Employer authorizes NB to periodically contact Employer and Employees for the purpose of benefit reminders, account registration, mobile application download, and other administrative objectives.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for any dispute is in Dallas, Dallas County, Texas. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

The undersigned Employer agrees to these aforementioned terms and conditions:

Signature

Date (MM/DD/YY)

Print Name and Title
Agent/Reseller: NFP Clint Wadsworth

Please submit this form Brandi Robinson Email: brobinson@newbenefits.com Fax: 972-991-5218

-

MetLife

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York

APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for Group Insurance to provide coverage for the class(es) of persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: Eagle Mountain City (the "Policyholder")
2. Address: 1650 Stage Coach Run City Eagle Mountain State UT Zip 84005

EFFECTIVE DATE

The effective date of the applied for group insurance will be 07/01/2023, subject to MetLife's acceptance of this application and the applicant's payment of the Premium due on or before such date.

SITUS

Group Policy forms will be issued for delivery in and governed by the laws of Utah.

COVERAGE DATA

Employees / Members	Dependents
Accident Insurance	Accident Insurance
Critical Illness Insurance	Critical Illness Insurance

PREMIUM DATA

Premiums will be paid: ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other:

Attached is an advance payment of: $ 0.00.

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of all Group Policy forms issued pursuant to this application; including all Exhibits, amendments and endorsements, if any.

The policy may provide limited benefits. Please review your policy carefully. The dental/vision certificate provides dental/vision benefits only. Please review your certificate carefully.

Fraud Warning. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

(Signature of Applicant's Authorized Representative)

(Print Name and Title of Authorized Representative)

Signed at: (City) (State)

Date:

(Signature of Licensed MetLife Agent or Resident Agent as required by law)

530426 (Agent's State License No.)

Brody Kelley (Print Name of Agent)

Group, Voluntary & Worksite Benefits

Metropolitan Life Insurance Company
200 Park Avenue
New York, NY 10166

Statement of Responsibility

MetLife will be responsible to the group policyholder for the performance of its administrative obligations under the group policy(ies), this agreement and any other written agreement between MetLife and the group policyholder. If MetLife uses a third party in connection with any of MetLife's administrative obligations, MetLife will remain responsible to the group policyholder for the performance by the third party of those administrative obligations. The third party will work under the control and direction of MetLife and MetLife will be solely responsible for the acts, errors and omissions of the third party.

The group policyholder will be responsible to MetLife for the performance of its administrative obligations under the group policy(ies), this agreement and any other written agreement between MetLife and the group policyholder. If the group policyholder uses a third party in connection with any of the group policyholder's administrative obligations, the group policyholder will remain responsible to MetLife for the performance by the third party of those administrative obligations. The third party will work under the control and the direction of the group policyholder and the group policyholder will be solely responsible for the acts, errors and omissions of the third party.

To be completed by Policyholder:

(Print Name and Title of Authorized Representative)	Eagle Mountain City (Group Policyholder Name)
(Signature)	Date (MM/DD/YYYY)
Signed at:	
(City)	(State)

To be completed by Metropolitan Life Insurance Company:

Crystal McElroy
Vice President
Group Benefits Contracts & Compliance

Date (MM/DD/YYYY)

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **APRIL 18, 2023**		
TITLE:	Recreation Area Use Agreement - Eagle Mountain Baseball Association, Inc.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Parks and Recreation Director Brad Hickman

RECOMMENDATION:
Staff recommends the City Council approve an agreement with Eagle Mountain Baseball Association, Inc. to provide youth baseball and softball in the community and authorize the mayor to sign the agreement.

BACKGROUND:
The City has been party to an agreement with Eagle Mountain Baseball Association, Inc. to provide youth baseball and softball in the community since 2017. This agreement would be to continue using the association in the community for youth baseball and softball.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
Eagle Mountain Baseball Agreement 2023

Recreation Area Use Agreement
Youth Baseball/Softball

This Agreement is signed and entered into as of the date last executed below by and between **Eagle Mountain City**, a Utah municipality (the "City") and **Eagle Mountain Baseball Association, Inc.**, a Utah non-profit corporation ("EMBA").

RECITALS

WHEREAS, the City owns and maintains certain park areas known as Cory B. Wride Memorial Park, Nolen Park, Smith Ranch Park, Pony Express Park, and other parks to be built (the "City Parks"); and

WHEREAS, EMBA has experience operating youth baseball, t-ball and softball programs in Utah; and

WHEREAS, EMBA desires to utilize the City Parks to operate youth baseball, t-ball and softball programs for residents in Eagle Mountain City; and

WHEREAS, the City finds it is in the public's best interest to allow EMBA to utilize the City Parks to provide youth baseball, t-ball and softball programs to the public.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the City and EMBA mutually agree as follows:

1. **Standards.** EMBA shall promote youth baseball, t-ball and softball programs which is in keeping with the highest standards of recreation, physical education, good sportsmanship, and equal opportunity for participation in both practices/instruction and games/events.

2. **Nonprofit Corporation.** EMBA shall be organized as a current nonprofit corporation in the State of Utah with current articles of incorporation and bylaws on record with the City.

3. **Use of Parks / Approval.** EMBA may request to use City Parks for certain dates and times by submitting a request to the Parks & Recreation Director or designee annually for approval at least forty-five (45) days before the program/activity begins. EMBA shall not have an automatic or protected right to approval by virtue of having been an established group using City recreation areas in previous seasons, but the City shall make all reasonable efforts to accommodate field requests. The City reserves the right to deny the use of City recreation areas to EMBA if, in the City's opinion and discretion, EMBA has

public relations or financial problems, has violated any City policy, has abused City recreation areas or property, or has administered its program in such a way as to cause discredit to the City. The City reserves the right to modify EMBA's approved times in limited circumstances when it is established that a particular event will provide substantial benefit to the City. The City reserves the right to schedule activities and events at City recreation areas on an as-available basis.

4. **Roster of Participants.** EMBA will make available to the City for inspection, a roster of participants that lists the participant's name, team affiliation, address, and local phone number by the end of the second week of the regular season. The City will only review this information and will not retain a copy of the roster.

5. **Fees.** EMBA shall pay to the City at the start of each regular season (spring or fall) a fee of $4.00 per participant per season for use of above-named recreation area(s). This fee may be adjusted with the approval of the City Council. The City shall give EMBA sixty (60) days notice of any fee increase. Such a fee increase will be applicable on any new registrations following the fee increase.

6. **Registration Fees**. EMBA shall be responsible for all registrations during the term of this Agreement.

7. **Insurance/Agreement.** EMBA must provide commercial general liability insurance in the amounts of $1,000,000.00 combined single limit per occurrence with a $2,000,000 aggregate limit. The required Automobile Liability limit is $1,000,000. If the policies do not have these limits, an increase in the limits will be requested of the insured.

7.1 **Indemnification.** In addition, EMBA must indemnify Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from EMBA' performance or failure to perform the activities conducted on City recreation areas, Alpine School District facilities, or other property.

7.2 **Certificate of Insurance.** A certificate of insurance must be completed per City requirements before this Agreement and scheduling date(s) are final.

7.2.1 The additional insured requirement on the certificate of insurance must be exactly as specified by the City.

7.2.2 The name of EMBA and its president must be the named insured on the required certificate of insurance.

8. **Insurance Limits.**

8.1 **Types.** EMBA shall procure and maintain the following types of insurance for the duration of this Agreement.

8.1.1 **Commercial General Liability.** Commercial General Liability ("CGL") insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage.

8.2 **Coverage Limits.** EMBA's required insurance shall have the following minimum coverage limits:

8.2.1 **Commercial General Liability.** $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be $2,000,000.00.

8.3 **Workers' Compensation and Employer's Liability.** EMBA must provide Worker's Compensation and Employer's Liability for employee(s) of the group. Workers' Compensation and Employer's Liability limits required by Utah State law are required in the limits of $1,000,000.00 per accident.

8.4 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:

8.4.1 The insurer reduce or eliminate the deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or

8.4.2 EMBA procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

8.5 **Insurance Policy Provisions.** The insurance policies shall contain, or be endorsed to contain, the following provisions:

8.5.1 **Additional Insured.** Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers are listed as additional insured, pursuant to the attached endorsement under the CGL policy. The coverage on said policy shall contain no special limitation on the scope of protection afforded to Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers.

8.5.2 **Primary Insurance.** EMBA's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City shall be in excess of EMBA's insurance and shall not contribute with it.

8.5.3 **Reporting.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, or volunteers.

8.5.4 **Separate Application.** EMBA's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.5.5 **Waiver of Subrogation.** The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from EMBA's actions in performing (or failing to perform) this Agreement.

8.5.6 **Cancellation.** Each insurance policy required by this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before suspension, cancellation, or reduction in coverage or in limits of such insurance policy. If required insurance lapses, the City will terminate this Agreement.

8.6 **Certificates of Insurance.** EMBA shall provide the City with certificates of insurance and with original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before use of City recreation areas. The City shall also have the right to receive a complete copy of any insurance policies required by this Agreement.

9. **Training and Certification.** EMBA shall demonstrate and/or provide evidence of a program for use in training, educating, and certifying officials, coaches, and supervisors involved in its program. Preferably, the certification would be by a formal national certifying group.

10. **Separate Entities.** The parties acknowledge that the parties are and will remain separate and independent entities and this Agreement does not create any partnership.

11. **EMBA Does Not Represent City.** EMBA does not represent the City and shall not hold itself out as a representative of the City, nor does EMBA have authority to act as a representative or agent of the City.

12. **Clean-Up.** EMBA shall make every reasonable and prudent effort to keep the area in which its activities are held clean and free from trash or other debris. The EMBA will clean up any trash and debris generated by its activities and place it in trash containers provided by the hosting facility. The City is not responsible for any maintenance or clean-up costs incurred through the negligence of EMBA.

13. **Safety.** EMBA shall conduct its activities in a safe manner and require participants to wear protective clothing and gear germane to the activity. EMBA shall be responsible for any monetary damages or injuries which result from its failure to conduct its activities in a safe manner.

14. **Indemnification.** EMBA shall release, indemnify, and hold harmless Eagle Mountain City, its elected and appointed officials, officers, employees, and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from EMBA's performance or failure to perform this Agreement and all of EMBA's activities conducted on City facilities/property or other hosting agency property.

15. **Concession License and Use of Facilities**. The parties agree to EMBA's operation and use of the concessions stand under the following terms and conditions:

    15.1 **Licenses and Permits.** EMBA shall obtain all necessary licenses and permits required to operate a concessions stand including, without limitation, any local health department approvals necessary.

    15.2 **Payment of Fees.** EMBA shall pay all fees associated with obtaining the necessary government approvals to operate the concessions stand.

    15.3 **Condition of Concessions Stand.** EMBA agrees that after each use it will clean the concessions stand and return it to the City in a condition acceptable to the city. In the event that any part of the concessions stand or any of its equipment is damaged, EMBA agrees to pay for any repairs.

16. **Use of Equipment.** The City hereby agrees to allow EMBA the use the equipment listed on the Equipment Inventory, attached hereto as Exhibit A, during the term of this Agreement. EMBA shall be required to replace any equipment that wears out, or that is lost, stolen or damaged, with comparable quality equipment. Upon termination of this Agreement, EMBA shall immediately return to the City the equipment listed on the Equipment Inventory, in the same or newer condition as listed, or shall pay the replacement amount for each piece of equipment.

17. **Termination.** Unless otherwise provided for in the Agreement, the City may issue a Notice of Termination to EMBA when a violation or breach of this Agreement occurs. EMBA will be given twenty (20) days to comply with any corrective action included in the Notice of Termination. If EMBA fails to comply with the terms as set forth in the Notice of Termination within the twenty (20) day period, the Parks and Recreation Director may terminate this Agreement. EMBA may appeal the termination decision to the Eagle Mountain City Administrator by submitting, within five (5) days of termination, a written notice of appeal including the group's name, address, contact telephone number, and a short statement explaining why termination is inappropriate. The City Administrator has ten (10) days from the date the notice of appeal is filed to resolve the appeal. In considering whether to terminate this Agreement, the City will make every effort to avoid termination that would negatively impact EMBA's regular season.

18. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statues, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation.

19. **Compliance With Federal and State Law and City Ordinances.** All City ordinances regulating the use of parks are in effect. EMBA must comply with all other applicable local, state and federal laws.

20. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

21. **Time of Essence.** Time shall be of the essence of this Agreement.

22. **Attorney's Fees.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

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

24. **Amendments.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by the parties' written agreement.

25. **Binding Agreement.** This Agreement shall be binding upon the successors, administrators, and assigns of each of the parties hereto.

26. **Security.** EMBA is solely responsible for the safety and security of its activities and property. EMBA acknowledges and agrees that it has no recourse against the City for any vandalism or any damage done to the EMBA's property.

27. **Duration.** The initial term of this Agreement shall begin on April 18, 2023 (the "Effective Date") and shall be for a period one (1) year. This Agreement shall automatically renew each year for an additional five (5) one-year periods unless written notice of termination is provided prior to the beginning of the next yearly renewal period, provided that the termination would not be effective until the end of the spring season in the year in which this Agreement is terminated. For example, if Eagle Mountain City provided notice of termination on January 25, 2024, the Agreement would continue until the end of the scheduled spring season for 2024.

28. **No Assignment.** Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the other party.

29. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the term hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

30. **Board Meetings**. EMBA shall provide the City with a schedule of all meetings of EMBA's Board of Directors and shall allow a representative of City to attend the meetings. EMBA may exclude the representative from any part of the meeting that involves confidential financial information, litigation, or other items that EMBA deems as confidential.

31. **Additional requirements.**

31.1 EMBA shall openly publicize all meetings, board openings, and budgets using the internet and social media. Parental involvement is the goal.

31.2 EMBA shall provide documentation to the City, if requested, establishing how background checks are being completed on all coaches and volunteers. All programs and activities shall be conducted inside the EMBA organization.

31.3 EMBA should collect the money, publicize the program, hire the employees, insure the participants and employees, and maintain any profits that result.

31.4 EMBA accepts responsibility for litter, trash, and clean up specific to their events and programs. This would include the responsibility of facility, sidelines, and field clean up. Parks Department crews will empty the trash cans, clean the bathrooms (where available), and maintain non-sports portions of the park.

Dated this _____day of _____, 2023

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

APPROVED AS TO FORM

_____
Marcus Draper, City Attorney

Dated this _____day of _____, 2023

EAGLE MOUNTAIN BASEBALL INC.

By:_____

Printed name:_____

Title:_____

Exhibit A

Equipment Inventory

Equipment	Have	Cost	Total Value
24" Bats	42	$24.00	$ 1,008.00
25" Bats	48	$24.00	$ 1,152.00
26" Bats	30	$24.00	$ 720.00
27" Bats	20	$24.00	$ 480.00
28" Bats	7	$24.00	$ 168.00
29" Bats	6	$24.00	$ 144.00
30" Bats	4	$45.00	$ 180.00
31" Bats	6	$48.00	$ 288.00
32" Bats	4	$48.00	$ 192.00
Batting Helmets	200	$18.00	$ 3,600.00
Catchers Chest Guards	30	$24.00	$ 720.00
Catchers Gloves	16	$30.00	$ 480.00
Catchers Helmets	16	$30.00	$ 480.00
Catchers Shin Guards	30	$24.00	$ 720.00
Hard Baseballs	126	$ 0.50	$ 63.00
Soft Baseballs	154	$ 0.50	$ 77.00
T-Ball Tees	24	$30.00	$ 720.00
Baseball Bags- Canvas	30	$15.00	$ 450.00
Baseball Bags- Vinyl	18	$13.00	$ 234.00
			$ 11,876.00

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Recreation Area Use Agreement - Utah County Youth Soccer Inc. Orem League #20
ITEM TYPE:	Resolution
FISCAL IMPACT:	
APPLICANT:	City Staff

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:

RECOMMENDATION:
Staff recommends the City Council approve an agreement with Utah Youth Soccer Inc., Orem League #20 to provide youth soccer league in the community and authorize the mayor to sign the agreement.

BACKGROUND:
The City has been party to an agreement with Utah Youth Soccer Inc., Orem League #20 to provide youth soccer league in the community since 2016. This agreement would be to continue using the league in the community for youth soccer. There has been discussion about the league and the inability to provide an option for residents and participants to sign up in either the fall or spring rather than an entire season. After discussion with the league, they have provided an option for residents and participants that will be added as an attachment with this item. There has also been discussion about the city returning this function underneath the city and providing youth soccer. There is a clause written in the contract that allows the city to opt out with written approval at the end of each season.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Youth Soccer Agreement 2023

Recreation Area Use Agreement
Youth Recreation Soccer

This Agreement is signed and entered into as of the date last executed below by and between **Eagle Mountain City**, a Utah municipality (the "City") and **Utah Youth Soccer Inc., Orem League #20**, a Utah non-profit corporation ("UYSI").

RECITALS

WHEREAS, the City owns and maintains certain park areas known as Wride Memorial Park, Nolan Park, and Smith Ranch Park (the "City Parks"); and

WHEREAS, UYSI has experience operating recreational youth soccer programs in Utah; and

WHEREAS, UYSI desires to utilize the City Parks to operate a recreation youth soccer program for residents in Eagle Mountain City; and

WHEREAS, the City finds it is in the public's best interest to allow UYSI to utilize the City Parks to provide a youth soccer program to the public.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the City and UYSI mutually agree as follows:

1. **Standards.** UYSI shall promote a youth soccer program which is in keeping with the highest standards of recreation, physical education, good sportsmanship, and equal opportunity for participation in both practices/instruction and games/events.

2. **Nonprofit Corporation.** UYSI shall be organized as a current nonprofit corporation in the State of Utah with current articles of incorporation and bylaws on record with the City.

3. **Use of Parks / Approval.** UYSI may request to use City Parks for certain dates and times by submitted a request to the Parks & Recreation Director or designee annually for approval at least forty-five (45) days before the program/activity begins. UYSI shall not have an automatic or protected right to approval by virtue of having been an established group using City recreation areas in previous seasons, but the City shall make all reasonable efforts to accommodate field requests. The City reserves the right to deny the use of City recreation areas to UYSI if, in the City's opinion and discretion, UYSI has public relations or financial problems, has violated any City policy, has abused City recreation areas or property, or has administered its program in such a way as to cause

discredit to the City. The City reserves the right to modify UYSI's approved times in limited circumstances when it is established that a particular event will provide substantial benefit to the City. The City reserves the right to schedule activities and events at City recreation areas on an as-available basis.

3. **Roster of Participants.** UYSI will make available to the City for inspection, a roster of participants that lists the participant's name, team affiliation, address, and local phone number by the end of the second week of the regular season. The City will only review this information and will not retain a copy of the roster.

4. **Fees.** UYSI shall pay to the City at the start of each regular season a fee of $4.00 per participant per season for use of above-named recreation area(s). This fee may be adjusted with the approval of the City Council.

5. **Registration Fees**. UYSI shall be responsible for all registrations during the term of this Agreement. UYSI shall also provide three (3) registration options including spring/fall season, spring season, and fall season, attached hereto as Exhibit A, during the term of this Agreement.

6. **Insurance/Agreement.** UYSI must provide commercial general liability insurance in the amounts of $1,000,000.00 combined single limit per occurrence with a $2,000,000 aggregate limit. The required Automobile Liability limit is $1,000,000. If the policies do not have these limits, an increase in the limits will be requested of the insured.

6.1 **Indemnification.** In addition, UYSI must indemnify Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from UYSI' performance or failure to perform the activities conducted on City recreation areas, Alpine School District facilities, or other property.

6.2 **Certificate of Insurance.** A certificate of insurance must be completed per City requirements before this Agreement and scheduling date(s) are final.

6.2.1. The additional insured requirement on the certificate of insurance must be exactly as specified by the City.

6.2.2. The name of UYSI and its president must be the named insured on the required certificate of insurance.

7. **Insurance Limits.**

7.1. **Types.** UYSI shall procure and maintain the following types of insurance for the duration of this Agreement.

7.1.1. **Commercial General Liability.** Commercial General Liability ("CGL") insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage.

7.2. **Coverage Limits.** UYSI's required insurance shall have the following minimum coverage limits:

7.2.1. **Commercial General Liability.** $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be $2,000,000.00.

7.3. **Workers' Compensation and Employer's Liability.** UYSI must provide Worker's Compensation and Employer's Liability for employee(s) of the group. Workers' Compensation and Employer's Liability limits required by Utah State law are required in the limits of $1,000,000.00 per accident.

7.4. **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, the City may require that:

7.4.1. The insurer reduce or eliminate the deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or

7.4.2. UYSI procure a bond or letter of credit guaranteeing payment of any deductibles or self-insured retentions.

7.5. **Insurance Policy Provisions.** The insurance policies shall contain, or be endorsed to contain, the following provisions:

7.5.1. **Additional Insured.** Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers are listed as additional insured, pursuant to the attached endorsement under the CGL policy. The coverage on said policy shall contain no special limitation on the scope of protection afforded to Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers.

7.5.2. **Primary Insurance.** UYSI's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the City shall be in excess of UYSI's insurance and shall not contribute with it.

7.5.3. **Reporting.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees or volunteers.

7.5.4. **Separate Application.** UYSI's insurance 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.

7.5.5. **Waiver of Subrogation.** The insurers shall waive, in writing, all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from UYSI's actions in performing (or failing to perform) this Agreement.

7.5.6. **Cancellation.** Each insurance policy required by this Agreement shall contain an undertaking by the insurer to notify the City in writing not less than thirty (30) days before suspension, cancellation, or reduction in coverage or in limits of such insurance policy. If required insurance lapses, the City will terminate this Agreement.

7.7. **Certificates of Insurance.** UYSI shall provide the City with certificates of insurance and with original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before use of City recreation areas. The City shall also have the right to receive a complete copy of any insurance policies required by this Agreement.

8. **Training and Certification.** UYSI shall demonstrate and/or provide evidence of a program for use in training, educating, and certifying officials, coaches, and supervisors involved in its program. Preferably, the certification would be by a formal national certifying group.

9. **Equipment.** UYSI shall use equipment approved by a certifying body as appropriate, shall keep that equipment in good condition, and shall encourage and train the correct usage by coaches and participants. If at any time the City determines to terminate this Agreement or if a group is not selected for Co-Sponsored prioritization after expiration of this Agreement, the parties agree that the City will be given the right of first refusal to purchase any equipment that will be sold by the UYSI within one (1) calendar year from the date UYSI no longer maintains co-sponsorship priority status. The parties will negotiate in good faith to establish the fair market value of the equipment.

10. **Support.** Inasmuch as the UYSI complies with the criteria in this Agreement, the City will provide recreation areas as available and promote the league via the City's webpage or other media outlets available to the City. The City assumes no financial responsibility to the UYSI or its constituents.

11. **Separate Entities.** The parties acknowledge that the parties are and will remain separate and independent entities and this Agreement does not create any partnership.

12. **UYSI Does Not Represent City.** UYSI does not represent the City and shall not hold itself out as a representative of the City, nor does UYSI have authority to act as a representative or agent of the City.

13. **Clean-Up.** UYSI shall make every reasonable and prudent effort to keep the area in which its activities are held clean and free from trash or other debris. The UYSI will clean up any trash and debris generated by its activities and place it in trash containers provided by the hosting facility. The City is not responsible for any maintenance or clean-up costs incurred through the negligence of UYSI.

14. **Safety.** UYSI shall conduct its activities in a safe manner and require participants to wear protective clothing and gear germane to the activity. UYSI shall be responsible for any monetary damages or injuries which result from its failure to conduct its activities in a safe manner.

15. **Indemnification.** UYSI shall release, indemnify, and hold harmless Eagle Mountain City, its elected and appointed officials, officers, employees and volunteers from any and all claims, damages, lawsuits, losses and expenses (including attorney's fees), arising out of or resulting from UYSI's performance or failure to perform this Agreement and all of UYSI's activities conducted on City facilities/property or other hosting agency property.

16. **Termination.** Unless otherwise provided for in the Agreement, the City may issue a Notice of Termination to UYSI when a violation or breach of this Agreement occurs. UYSI will be given twenty (20) days to comply with any corrective action included in the Notice of Termination. If UYSI fails to comply with the terms as set forth in the Notice of Termination within the twenty (20) day period, the Parks and Recreation Director may terminate this Agreement. UYSI may appeal the termination decision to the Eagle Mountain City Administrator by submitting, within five (5) days of termination, a written notice of appeal including the group's name, address, contact telephone number, and a short statement explaining why termination is inappropriate. The City Administrator has ten (10) days from the date the notice of appeal is filed to resolve the appeal. In considering whether to terminate this Agreement, the City will make every effort to avoid termination that would negatively impact UYSI's regular season.

17. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statues, ordinances, resolutions, bylaws, and other legal requirements applicable to their operation.

18. **Compliance With Federal and State Law and City Ordinances.** All City ordinances regulating the use of parks are in effect. UYSI must comply with all other applicable local, state and federal laws.

19. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

20. **Time of Essence.** Time shall be of the essence of this Agreement.

21. **Attorney's Fees.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

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

23. **Amendments.** No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by the parties' written agreement.

24. **Binding Agreement.** This Agreement shall be binding upon the successors, administrators, and assigns of each of the parties hereto.

25. **Security.** UYSI is solely responsible for the safety and security of its activities and property. UYSI acknowledges and agrees that it has no recourse against the City for any vandalism or any damage done to the UYSI's property.

26. **Duration.** The initial term of this Agreement shall begin on April 18, 2023 (the "Effective Date") and shall be for a period one (1) year. This Agreement shall automatically renew each year for an additional five (5) one-year periods unless written notice of termination is provided prior to the beginning of the next yearly renewal period, provided that the termination would not be effective until the end of the spring season in the year in which this Agreement is terminated. For example, if Eagle Mountain City provided notice of termination on January 25, 2024, the Agreement would continue until the end of the scheduled spring season for 2024.

27. **No Assignment.** Neither party shall transfer or assign any of its rights, duties or obligations set forth in this Agreement to a third party without the prior written consent of the other party.

28. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the term hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

29. **Additional requirements.**

29.1. UYSI shall openly publicize all meetings, board openings, and budgets using the internet and social media. Parental involvement is the goal.

29.2. UYSI shall provide documentation to the City if requested establishing how background checks are being completed on all coaches and volunteers.

29.3. All programs and activities shall be conducted inside the UYSI organization. UYSI should collect the money, publicize the program, hire the employees, insure the participants and employees, and maintain any profits that result.

29.4. UYSI accepts responsibility for litter, trash, and clean up specific to their events and programs. This would include the responsibility of facility, sidelines, and field clean up. Parks Department crews will empty the trash cans, clean the bathrooms (where available), and maintain non-sports portions of the park.

Dated this _____ day of _____, 2023

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

APPROVED AS TO FORM

_____
Marcus Draper, City Attorney

UTAH YOUTH SOCCER INC.

By:_____

Printed name:_____

Title:_____

Exhibit A

Option 1

- Fall/Spring Session
    - Cost
        - U6-U8: $110
        - U9-Up: $130
    - Registration includes
        - 8 Fall Season Games
        - 8 Spring Season Games
        - 1 Uniform (shirt, shorts, socks)
        - 1 Soccer ball
        - Referee fees (for U10 and older)
        - Summer Camp ($80 value)

Option 2

- Fall ONLY Session
    - Cost
        - U6-U8: $75
        - U9-Up: $85
    - Registration includes
        - 8 Fall Season Games
        - 1 Uniform (Shirt only)
        - Referee fees (for U10 and older)

Option 3

- Spring ONLY Session
    - Cost
        - U6-U8: $75
        - U9-Up: $85
    - Registration includes
        - 8 Spring Season Games
        - 1 Uniform (Shirt only)
        - Referee fees (for U10 and older)

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Tickville Culvert Reimbursement Agreement - Flagship Homes
ITEM TYPE:	Amended Master Development Plan & Amended Master Development Agreement
FISCAL IMPACT:	$733,640.25
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Chris Trusty, Public Works

PRESENTED BY:
Chris Trusty/ Marcus Draper/ Paul Jerome

RECOMMENDATION:
Staff recommends the City Council approve the Tickville Culvert Reimbursement Agreement with Flagship Homes and authorize the Mayor to sign the contract.

BACKGROUND:
As part of the Silverlake Master Development Agreement, Flagship Homes is required to install a roadway across the Tickville Wash at Silver Creek Way. In order to convey the seasonal runoff in the wash, either a box culvert or pipes large enough to accommodate the same flow are needed. In order to best facilitate the wildlife in the area and needed maintenance by the City, the box culvert was determined to be the best option. Flagship has a contractor and will be installing the culvert prior to placing the roadway itself. The City's portion of the project includes the culvert itself, while Flagship is responsible for the costs of the roadway. A tabulation of costs is included in the packet.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Culvert Reimbursement Agreement - Flagship Homes
Tickville Wash Bid & Budget

REIMBURSEMENT AGREEMENT
FOR FLAGSHIP HOMES

This Reimbursement Agreement (this **"Agreement")** is entered into as of the date last executed below by and among **Eagle Mountain City,** a municipal corporation of the State of Utah (the "City") and **Flagship Homes,** a _____ **("Developer").** City and Developer are collectively referred to herein as the "Parties."

RECITALS

A. Developer is the developer of _____ located in Eagle Mountain City, Utah (the **"Project"**).

B. In connection with the Project, Developer has constructed and dedicated to the City a new culvert length with related improvements including all improvements itemized in the Bid Schedule from Landmark Excavation and the other cost/bid estimates collectively attached hereto as Exhibit "A". Developer installed a culvert within the Project at the request of the City (the **"Culvert Improvements"**).

C. The Parties agree that the Culvert Improvements are *"System Improvements,"* as defined under Utah law. Accordingly, Developer is entitled to reimbursement from the City for the costs of the Culvert Improvements.

D. The City Engineer has reviewed the costs to upsize and construct the Improvements and determined that the reasonable cost of the Improvements is $733,640.25.

E. It is the intent of the Parties that the City will reimburse Developer for costs associated with the Culvert Improvements on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, the parties agree as follows:

1. Recitals. The above stated Recitals are incorporated herein as part of this Agreement.

2. IFFP Plan. To the extent necessary, the City will amend and update its Impact Fee Facilities Plan to include the Culvert Improvements.

3. Developer's Obligations. Developer shall construct and install, or cause to be constructed and installed, all of the Culvert Improvements at Developer's initial sole cost and expense and in accordance with requirements of the City ordinances, including all warranty requirements. Upon completion of such Culvert

Improvements and the inspection and reasonable acceptance of the same by the City, Developer shall dedicate or convey to the City such Culvert Improvements and the City shall thereafter own such Culvert Improvements, including the lands and rights-of-way dedicated to the City by Developer, subject to reimbursement of the cost of the Culvert Improvements as set forth herein.

4. Reimbursable Costs. The Parties agree that the total reimbursable costs to design, construct, bond for, and install the Culvert Improvements shall not exceed the actual out-of-pocket costs incurred by Developer to complete the Culvert Improvements. Subject to the foregoing, the City has reviewed and approved the bids and estimated material costs for the Culvert Improvements, which are attached hereto as Exhibit "A." The total estimated cost of the Culvert Improvements is $733,640.25 (the **"Reimbursable Costs"),** which are summarized as follows:

61,845 cubic yards of cut/fill with a cost of $4.45/cubic yard	$275,210.25
One 8 foot by 10 foot cast in place box culvert	$387,280.00
38,200 square feet of realigned channel area with a cost of $0.25/square foot	$9,550.00
385 linear feet of channel rip rap with a cost of $160.00 per linear foot	$61,600.00
TOTAL:	**$733,640.25**

Any increase in the Reimbursable Costs (including change orders) must be approved in writing by the City. The City shall not unreasonably withhold approval of any change order if the change order increases the size of the Culvert Improvements or provides additional benefit to the City, and the amount of the change order reasonably reflects the additional benefit to the City.

5. Representations of Developer. In conjunction with the submission of any and all invoices to the City, Developer represents and warrants to the City the following: (a) all Reimbursable Costs were procured through arms-length transactions; (b) Developer, or its principals or affiliates, do not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the invoice; (c) to the best of Developer's knowledge, the invoices are true and accurate invoices for the actual cost of the Culvert Improvements; (d) Developer has not requested or been provided any kickbacks or reimbursements in exchange for Developer accepting or agreeing to the

invoices; (e) if the contractor(s) or entities providing materials or services reflected in the invoice provide other materials or services to Developer (or its principals or affiliates), Developer has not requested or been provided any discount on other materials or services in exchange for Developer utilizing the contractor or entity for the Culvert Improvements; and (f) the Reimbursable Costs do not include any administrative fees, construction management fees, insurance costs, licensing fees or attorney fees for Developer or its principals or affiliates.

6. Review of Actual Expenditures. Prior to any reimbursement by the City for the Reimbursable Cost, City may require that Developer submit additional information or detail regarding all material, labor and equipment costs (the "Cost Breakdown"). Developer shall include invoices or receipts from all third-parties providing material, labor or equipment for the Infrastructure. Developer, either directly or through any affiliated company or subsidiary, shall not include or be entitled to any administrative fees, management fees, mark-ups, or profits on any material, labor or equipment. If the City disputes any of the costs or amounts included in the Cost Breakdown, City may either request additional information from Developer or provide to Developer a written response detailing the costs or amounts that City disputes and an explanation for City not accepting such costs or amounts.

7. Reimbursement Payments. The total amount of the Reimbursable Costs will be reimbursed by the City. The City shall collect impact fees from all service areas that benefit from the Culvert Improvements and make cash reimbursement payments to Developer on a quarterly basis from the available funds so collected by the City. No interest will accrue on the amounts to be reimbursed to Developer. Reimbursement payments will be made by the City to Developer until Developer has been reimbursed in full (without interest). The final reimbursement payment shall be made prior to the complete build out of the service area.

8. Changes in Impact Fee Regulations / Alternative Collection. Developer acknowledges and agrees that the City's obligation to reimburse Developer under this Agreement is based on the City's ability to collect impact fees from developments in the City in accordance with the Utah Impact Fees Act (Utah Code Ann.§ 1l-36a-10l, *et seq.)* (the **"Act"),** and that changes to the Act or challenges to the City's Impact Fee Facilities Plan or Impact Fee Analysis may limit the ability of the City to collect impact fees to reimburse developer under this Agreement or require the City to amend the collection and reimbursement methodology in this Agreement. Subject to the foregoing, the City shall make all reasonable efforts to impose and collect sewer impact fees to fully reimburse the Developer for the full reimbursement amount in a timely manner.

9. Developers Remedies Upon Default. Developer acknowledges and agrees that Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and City's obligations under this Agreement. IN NO EVENT SHALL CITY BE LIABLE TO DEVELOPER, THEIR SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. Cooperation and Noninterference. In consideration for the City entering into this Agreement, Developer agrees not to challenge, or to participate in any manner to any challenge, to the City's impact fees that relate to the Project, and shall cooperate with the City in the collection of all impact fees required by the applicable ordinances, provided that City does not adopt any future impact fees that designate only the Project as a "service area" pursuant to Utah Code Ann. 11-36a- 102 (20), as amended, or otherwise disproportionately imposes a higher impact fee on the Project than other similar developments.

11. General Provisions. The following provisions are also an integral part of this Agreement:

a. *Governmental Immunity*. The City is a governmental entity under the "Utah Governmental Immunity Act" *(Utah Code Ann. § 63-30-1, et seq.)* (the **"Immunity Act").** Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

b. *Binding Agreement*. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

c. *Counterpart*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

d. *Severability*. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

e. *Waiver*. No waiver of any of the terms of this Agreement shall be valid unless in writing and expressly designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights as set

forth in this Agreement shall not be construed as a waiver of such right for such occurrence or any other occurrence. Any waiver by either party of any breach of any kind or character whatsoever by the other shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

f. ***Cumulative Remedies***. Except as stated in paragraph 9 of this Agreement, the rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

g. ***Amendment***. This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

h. ***Interpretation***. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

i. ***Exhibits***. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

j. ***No Third-Party Beneficiaries***. Enforcement of the terms of this Ordinance is reserved to the parties hereto and their respective successors and assigns, and nothing contained in this Ordinance provides any claim, benefit or right of action for enforcement to any other person or entity not a party hereto.

k. ***No Partnership.*** The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

Dated this __ day of _____, 2023.

EAGLE MOUNTAIN CITY

_____

Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala Kofoed, City Recorder

APPROVED AS TO FORM:

_____
Marcus Draper, City Attorney

Developer,

By: _____
(Signature)

_____
(Printed Name & Title)

EXHIBIT "A"

Bids/Costs of Sewer Improvements

Flagship Homes
Tickville Wash Crossing - Silverlake

Bidder:	Landmark Ex			Date:	3/14/23

	Interior Improvements				
	DESCRIPTION	QTY	UNIT	AMOUNT	COST
Storm Drain	Tickville Wash Cut/Fill - Area 1	61,845	CY	$4.45	$275,210.25
Box Culvert	8'x10' Cast In Place Box Culvert (UDOT spec)	1	LS	$387,280.00	$387,280.00
	Fine Grade Re-Aligned Channel - Area	38,200	SF	$0.25	$9,550.00
	Channel Rip Rap - Area 1	385	LF	$160.00	$61,600.00
	Storm Drain Box Culvert Improvements for Reimbursement			**Total:**	**$733,640.25**
Road Crossing	Import Roadway Fill for Box Culvert	14,000	TN	$16.50	$231,000.00
	9" Thick Sub Base	4,500	SF	$1.15	$5,175.00
	30" Curb & Gutter w/prep & 6" road base	245	LF	$24.00	$5,880.00
	6" Thick Road Base	3,420	SF	$0.85	$2,907.00
	3" Paving	3,420	SF	$1.40	$4,788.00
	Sidewalk Prep w/6" Road Base	1,240	SF	$1.40	$1,736.00
	Construct 4" Thick Sidewalk (5' Wide)	1,240	SF	$5.25	$6,510.00
	Contingency	1	LS	10%	$99,163.63
	Developer's Roadway Improvements (Not for Reimbursement)			**Total:**	**$357,159.63**
	Working Days to Completion:	**120-150 Calendar Days**	**Total Cost:**	**$1,090,799.88**	

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Carnival Operations - Brown's Amusements Inc.
ITEM TYPE:	Bid Award
FISCAL IMPACT:	
APPLICANT:	Brad Hickman

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends the City Council award the carnival bid to Brown's Amusements and authorize the Mayor to sign the contract.

BACKGROUND:
Staff received bids through a formal bid proposal process. Brown's Amusement Inc. was the only firm to submit a bid. Brown's Amusement Inc. will provide entertainment and food vendors for pony express days. The bid does not have a fiscal impact on the city general budget. The bid process is set up in a tier system based on ticket sales and food sales the city receives a percentage of the revenues.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
Brown's Amusements Proposal

Pony Express Days Proposal

Carnival Proposal 2023-2027

Brown's Amusements Inc.
550 W. Baseline Rd. Ste 102-353
Mesa, Arizona. 85210
602-524-1483
March 10, 2023

B. - Table of Contents

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APPENDICES.....

C. – OVERVIEW OF FIRM

1.) Brown's Amusements is a Arizona based carnival with forty five years of experience in the Outdoor Amusement Industry.
Brown's Amusements is an independent contractor and will solely be responsible for the acts and omissions of its officers, agents, servants, and employees.
Brown's is an Equal Opportunity Employer.

2.) Danny and Sherry are hands on owner operators. They depend on each of their team leaders to organize and lead each department to manage and maintain the carnival operation. For team leaders please see section F.

D. - EXPERIENCE

Brown's Amusements was established in 1996. With 25 years of experience as a professional carnival company that can provide your fair with state of the art carnival equipment and employees of the highest caliber in the industry. Our company strives daily to keep current with regulatory issues regarding safety, equipment, and personnel training.

Brown's Amusements has received many awards from the outdoor amusement industry, but the one that we are most excited and proud of is the "OABA" Circle of Excellence award. We have been awarded this three consecutive times. The last time was 2015. The award is for a five year period. It consists of inspectors coming to your show, auditing your operations, safety, marketing, bookkeeping, trucking and overall professionalism for two days. We are proud to announce we passed with a 97% overall score, one of the highest.

You can be rest assured that with Brown's Amusements, you are getting a professional carnival contractor that is applying the newest technology and using old proven standards to insure the best customers experience for your community.

D. – LIST OF SIMILAR CONTRACTS

Pinal County Fair	Casa Grande, Arizona
Yuma County Fair	Yuma, Arizona
Clark County Fair	Logandale, Nevada
Verde Valley Fair	Cottonwood, Arizona
Unitah County Fair	Vernal, Utah
West Fest	West Valley City, Utah
Sweetwater County Fair	Rock Springs, Wyoming
Cache County Fair	Logan, Utah
Cassia County Fair	Burley, Idaho
Coconino County Fair	Flagstaff, Arizona
Mohave County Fair	Kingman, Arizona
Oktoberfest	Tempe, Arizona

E. - CUSTOMER REFERENCE LIST

Brown's Amusements is very proud to say that we have contracts with 8 of the top 10 County Fairs in Arizona. We have held most of these for many years and we have maintained a very close working relationship with all of our contracted fairs. The years at each fair is indicated to the left. Please give our references a call. We build our business on our reputation and we look forward to your inquiries with our other events.

(12) Cache County Fair - 179 N. Main Ste. 102 Logan, Utah. 84321 * Lane Parker 435-757-4643

(16) Yuma County Fair - 2520 E. 32nd St. Yuma, Arizona. *Eric Wofford 928-432-1480

(12) Pinal County Fair- 512 South Eleven Mile Corner CG, Az. 85222 *Michael Searle 520-866-7653

(6) Jerome County Fair - 200 N. Fir St. Jerome, Idaho. 83338 *Andrea Wiesenmeyer 208-324-7209

(12) Cassia County Fair- 1101 Elba A venue Burley, Idaho. * Todd Powers 208-678-9150

(9) Gooding County Fair- 201 Lucy Lane, Gooding, Idaho. 83330 * Don Gills 208-358-1529

(16) Verde Valley Fair- 800 E. Cherry St. Cottonwood, Az. 86326 * Colleen Gilboy 520-634-3290

(10) Coconino County Fair- HCR30 Box 3A Flagstaff, Az. 86001 * Richard Conway 520-774-5139

(8) Uintah County Fair- 300 E. 200 South Vernal, Utah. 84078 * Tracie Peltier 435-789-7396

(9) Sweetwater County Fair- 3320 Yellowstone Rd. Rock Spgs. Wy. * Kandi Pendleton 307-352-6789

(10) Mohave County Fair- 2600 Fairgrounds Blvd Kingman, Az. * Kristen Zimmermen 928-753-2636

(12) West Fest - 5415 West 3100 South West Valley City, Utah * Steve Vincent 801-243-3049

(13) Sanpete County Fair- P.O Box 213 Mayfield, Utah *Mike Bennett 435-851-7030

(14) Spanish Fork Fiesta Days- 775 N. Main St. Spanish Fork, Utah *Emily Gillingwater 801-818-1776

F. – PROPOSERS STAFF

- Brown's Amusements has a family atmosphere and a strong employee base, all of the team leaders have been employed by us for many years. We feel confident that we can service all of your carnival needs.
- Team one - Major rides
- Team two - Children's Rides
- Team three - Electrical Maintenance
- Team four - Mechanical Maintenance
- Team five - Office Personnel

Our employees wear a company uniform while on duty, each employee is required to come to work with a clean and neat appearance, a hair length policy is also enforced. We are proud of our employees without them we would never have reached the position of prominence in the industry that we enjoy today.

Team Leaders .

	Experience	Years at Brown's
Danny Brown, President	50 years	20 years
Sherry Brown, VP	40 years	20 years
Amanda Dobson Office Manager	20 years	5 years
Kevin Michael, Supervisor /Electrician	40 years	17 years
Alan Scanlan, Safety/Maint./DOT	35 years	10 years
Randy Watson, General Manager	40 years	7 years
Fredy Gomez, Ride Team Leader	12 years	12 years
Raul Telles, Asst. Food Manager	12 years	12 years

We are very proud of our Management Team. The many years of combined experience makes us a strong and unbeatable team.

Brown's is responsible for all self-employment and social security taxes, to be paid as Independent Contractor according the law.

G. STATEMENT OF APPROACH

Brown's Amusements approach to the Pony Express Days will be a positive one. We intend to execute all of the services that we have presented to you in this proposal.
Brown's Amusements is a good solid carnival with big bright beautiful rides, games and food stands, presented in an equally big, bright and beautiful colors. Carnival employees who exuberate enthusiasm in their jobs while serving your communities families and friends.
Brown's Amusements believes that a well-managed carnival and event together can reach the fiscal goals that both are aspiring to.

H. - OTHER SPECIFICATIONS

1. Operation

a) **Equipment list** (see appendix)

b) **Uniforms**

Each employee is required to wear a purple show shirt, with a company logo on it, as well as a company logo hat. All pants are to be either black or blue jeans with no holes or tears. Each employee is required to wear their picture ID on their collar. Employees must have haircuts and be clean shaven daily.

c) **Creativity and Innovation**

When you enter a Brown's Amusements carnival midway, you are immediately filled with the sights and smells of a good ole county fair. Fresh popcorn popping, cotton candy being spun, shiny red candy apples in the windows and employees cutting fresh curly fries right before your eyes. Game employees smiling at you from their fully stocked games of stuffed animals and popular characters, as they politely ask you to try your skill at one of their games, many of which are prize every time.
Rides that are state of the art and well maintained with popular yet appropriate music playing for your enjoyment. A midway that is aesthetically pleasing to the eye, as well as rest areas sprinkled throughout the midway. Kiosks can be seen at each turn as the midway is cashless for the rides and games. Patrons can move about the midway easily with no obstructions. Potted plants are placed along the walkways. You'll find all signage in bright colors and in professional lettering. Employees are trained in their jobs and

tested for competency, all of which is documented. Computer systems are utilized in various applications on the midway. Security cameras are mounted above the midway at the office window and in food wagons where cash is accepted.
A wireless PA system is installed in the ride music systems for urgent messages or for lost children notifications. Customer service is available at the office for patron concerns.

d) **Customer Complaints**
When a customer has a issue on the midway, an employee directs them to the office or to the closest manager on the midway. We "listen" to the issue and solve the problem. Usually once we explain our policy, they return to the midway with a better understanding of our safety policies.

2. a) **Safety Procedures**
Browns Amusements takes safety very seriously. We spend a great deal of time and money training our employees, we conduct daily ride inspections. Daily maintenance is performed on the rides from the information on the daily inspection reports. Danny brings in multiple independent ride inspectors throughout the year so that different sets of eyes are evaluating our midway. All ride manufacturer rules of safety are followed exactly from the ride manuals, i.e. rider heights and loading specifications.

a) **Drug Testing Program**
All employees are tested for pre-employment and once employed are put into a random drug testing pool weekly.
Company CDL drivers are in a Federal approved drug testing consortium.

b) **Proposer's Philosophy on Guest Services, trash, first aid, safety inspectors, security, law enforcement, and emergency services.**
Browns Amusements believes that we have an "open door" policy with our guests and any concern they may have will be addressed. We offer minor first aid in our office for cuts and scrapes, but if we feel further aid is needed we direct the guest to seek first aid at the fair's first aid station or to the local hospital. We employ several safety inspectors throughout the year and welcome any inspectors State and County fairs have hired. We believe the more inspectors the better.
Browns Amusements welcomes all law enforcement agencies on our midways. We also invite State Highway patrol agencies out to inspect our fleet of trucks to insure we are meeting the federal regulations regarding DOT policies.

c) **Cable Covers**
Cable covers are used on every cable or hose that is exposed on our midway. We currently use the rubber electrical insulting mat with yellow safety edges.

3. **Advertising and Marketing strategy**

a. Brown's Amusements will provide the following for advertisement:

1.) Brown's Amusement is offering a promotion:

Buddy Day (buy one all day ride band get one for half price)

We feel that this discount will increase attendance and generate enthusiasm, accommodating guests that may not have been able to attend at the regular prices.

b. **Accounting Procedure**

We have a daily accounting program that balances every day. Credits and wristbands are documented and distributed to ticket boxes and kiosks. An hourly pick up is made from those ticket boxes and kiosks. If needed, more are taken out during the course of the day's operation. A pick up is also conducted hourly on the food and games.

c. **Financial Integrity**

As stated above, all credits and wristbands are accounted for daily. With the credits we do not have to worry about someone producing counterfeit tickets, which we have had in the past. At the end of the night all credits used throughout the day are weighed and re-bagged for the next day. Wristband boxes are re-inventoried for accounting accuracies. We go to great lengths to keep our office organized and balanced each day.

4. **Cost to Fair Patron**

Credits values are $1.00 each. They are sold individually. Rides take 3-7 tickets each. Wristbands are $35.00. This allows the rider to ride unlimited rides all day for this price as long as the band has not been tampered with. i.e. taken off, switched, or taped. Wristband are sold in an advance-sale program for $30.00 a $5 savings . Games accept credits as well. Games range from 2 to 10 credits each. Many games are a prize every time.

Food concession prices are listed separately. If necessary (due to unprecedented inflation and rising fuel costs). Brown's will consult with Pony Express Days each year before implementing price increases.

5. **Revenue Proposal**

Financial proposal see next page.

Revenue Proposal

Brown's Amusements will pay the Pony Express Days

(1) $20,000.00 Guarantee
(2) 20% onsite of the revenue from $1.00 up to $50,000.00
(3) 25% of onsite ride revenue from $50,001.00 to $80,000.00
(4) 25% of advance sale revenue 1000 tickets @ $30.00
(5) 30% of $80,000.00 and up
(6) 200 all day ride wristbands ($7,000.00 value)
(7) $25.00 per game concession
(8) $100.00 per food concession

Presale ticket Program

Brown's Amusements will furnish advance sale all day ride tickets for $ 30.00 each.
The bearer can redeem the ticket any day and it is good for unlimited rides for that day only.

- Brown's will provide a minimum of the following rides:
- Seven (7) Children's Rides
- Eight (8) Major Rides
- Three (3) Spectacular
- Brown's Amusements will provide a maximum of the following booths:
-
- Ten (10) Game concessions
- Four (4) Food booths
  Two (2) Fair novelty booths to be located on fairgrounds (optional)

Adult Rides:

*Music Express
*Freak Out
*Orbiter
Expo Wheel
Zipper
Super Sizzler
Zero Gravity
YoYo
Bumper Cars
Gravitron
Carousel
Tilt a Whirl

Children's Rides:

Wacky Shack
Super Slide
Dizzy Dragons
Cartoon Characters
Groovy Bus
Jump Cycle
Dumbo Flying Elephants
Quad Runner

Game List:

Shooting Gallery
Long Range Basketball
High Striker
Balloon Pop
Duck Pond
Turtle Catch
Water Race
Horse Derby

Cotton Candy Trailer

Funnel Cakes
Deep Fried Oreos
Churros
Cotton Candy
Corn Dogs
Carmel/Candy appkes
Nachos
Popcorn
Sno Cones
Soda
Water

Curly Fry Trailer

Hamburgers
Hot Dogs
Curly Frys
French Frys
Corn Dogs
Soda
Water

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Cedar Pass Waterline Project - BD Bush Excavation
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$675,675.00 + 5% Contingency, total $709,458.75
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 approve the bid award for the Cedar Pass Waterline Project to BD Bush Excavation in the amount of $709,458.75 and authorize the Mayor to sign the contract.

BACKGROUND:
The City solicited bids to replace the existing waterline along Cedar Pass Drive as the existing line has failed several times over the last few years. The individual bid results are shown below and the cost proposals include a 5% contingency.

B.D. Bush Excavation	$709,458.75
Fullmer Excavation LLC	$728,481.86
RB Construction & Excavation	$848,787.45
JB Gordon Construction	$873,014.63
Red Pine Construction LLC	$940,427.25
Newman Construction, Inc	$948,370.50
Hadco Construction LLC	$978,592.65
PNL Construction	$1,142,428.67
Spade Excavating	$1,307,778.79
Earth Services LLC	$1,400,883.98

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

BD Bush Excavation Bid

BD BUSH EXCAVATION

14676 South 855 West
Bluffdale, UT 84065

Phone: 801-523-7900
Fax: 801-523-7911

To:	Eagle Mountain	**Contact:**	Melissa Yates
Address:	Eagle Mountain, UT	**Phone:**	
		Fax:	
Project Name:	Cedar Pass Road Watermain Project	**Bid Number:**	23-0410
Project Location:	Cedar Pass Road, Eagle Mountain, UT	**Bid Date:**	4/10/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	12" C900 Water Pipe	5,400.00	LF	$83.00	$448,200.00
02	Eclipse 88 Stainless Steel Sample Tap On 3' Pedestal	1.00	EACH	$7,000.00	$7,000.00
03	12" X 6" Flanged Tees & Valves For Hydrants	5.00	EACH	$3,400.00	$17,000.00
04	12" Butterfly Valve	1.00	EACH	$2,995.00	$2,995.00
05	Air Vac	1.00	EACH	$10,450.00	$10,450.00
06	Mueller, Waterous, Or Other Approved Manufactures Fittings, Bolts, Gaskets, Bends	1.00	LS	$25,816.00	$25,816.00
07	Sawcut Existing Asphalt	700.00	LF	$5.50	$3,850.00
08	Remove Existing Asphalt	130.00	SY	$3.50	$455.00
09	1" Service With Connection	30.00	EACH	$2,050.00	$61,500.00
10	HMA 4"	25.00	TON	$350.00	$8,750.00
11	New Hydrants	5.00	EACH	$5,100.00	$25,500.00
12	6" C900 Water Pipe	200.00	LF	$50.00	$10,000.00
13	Trench Backfill	2,265.00	TON	$12.60	$28,539.00
14	Bedding Sand	1,400.00	CY	$18.30	$25,620.00

Total Bid Price: $675,675.00

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

BD Bush Excavation

Authorized Signature: _____

Estimator:

CEDAR PASS RD

EAGLE MOUNTAIN

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

Legend

- MunicipalBoundary

Code

- Valve (12")
- Valve (6")
- Hydrant
- Water Can

0 100 200 400 Feet

SR-73: Corey Wride Memorial Hwy

Dotted Blue Line: Purposed New Water Main along Northwest side of the road
Solid Blue: Line Existing water Main
Green Solid Dot: Purposed Bend, suggestion may vary
Green Hollow Dot: Suggested 12" Butterfly Valve
Orange Dot: Suggested Air Vac Location
Hollow Orange Dot: Suggested Sampling Tap

See purposed North Connection

New Butterfly Valve

New Main

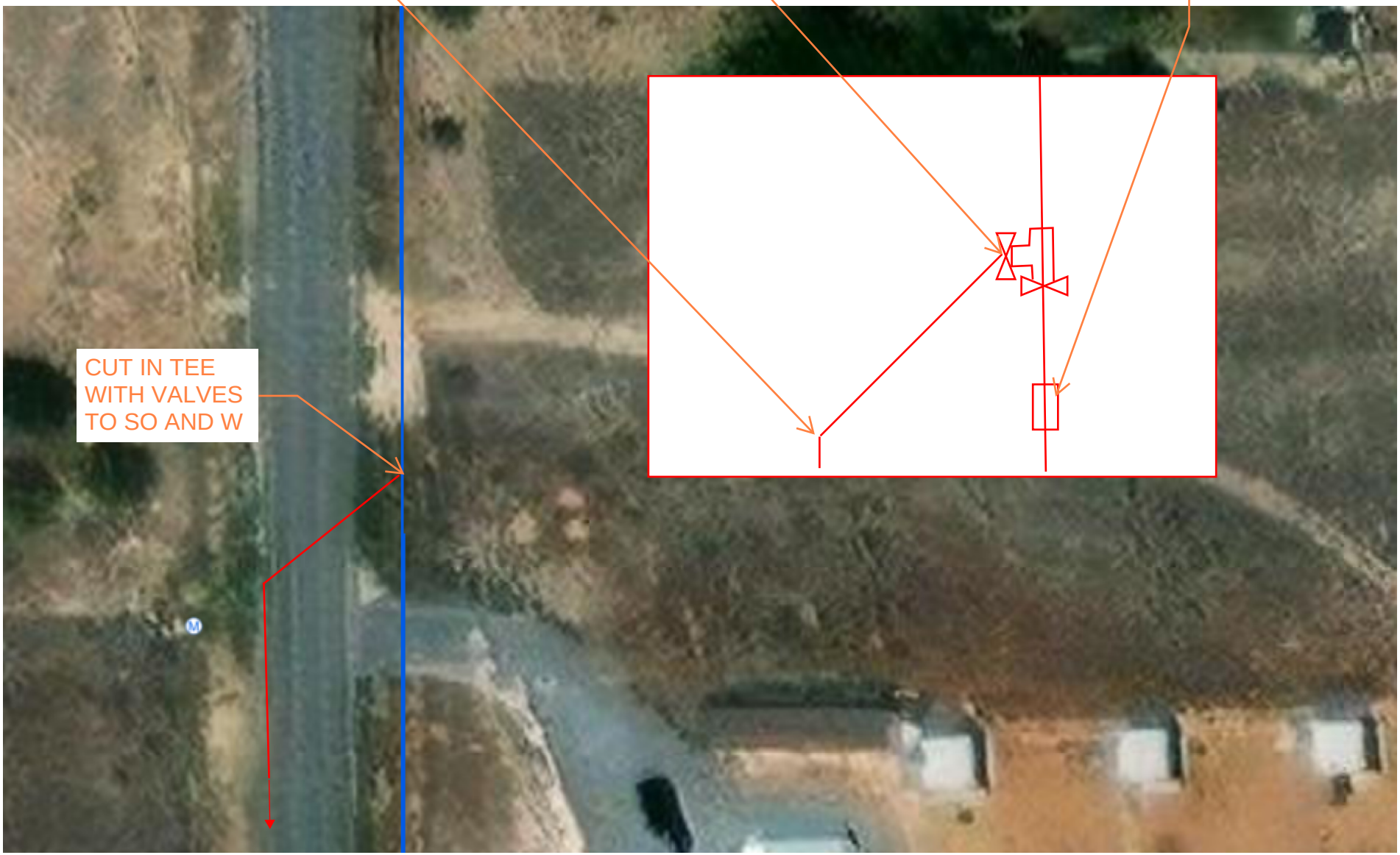
New Sample Tap

Existing Main

New Air Vac

See purposed South Connection

Valley Drive


45 BEND TO ROAD ALIGNMENT
45 BEND FLANGED TO VALVE
MJ SLEEVE TO BE REMOVED LATER FOR HYD INSTALL
CUT IN TEE WITH VALVES TO SO AND W


PLUG END OF
EXIST LINE
TEMP
BLOWOFF
ASSBLY
LAST TIE IN

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Mid Valley Road Widening Project - Newman Construction
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$1,549,769 +5% Contingency, Total of $1,624,553.70
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 Mid Valley Road Widening project to Newman Construction in the amount of $1,624,553.70, and authorize the Mayor to sign the contract.

BACKGROUND:
The proposed project will widen Mid Valley Roadway west from Pony Express Parkway to the end of the existing roadway. The City will be adding an additional travel lane and median, as well as rerouting storm drainage detention away from Corey Wride Memorial Park into open space between Vista Heights Junior High and Pony Express Parkway. Below is a summary of the proposals received by the City. The bid totals include a 5% contingency.

Newman: $1,624,553.70
Granite: $1,728,275.85
Kilgore: $1,949,259.59
Staker: $1,990,444.05
Geneva: $2,035,327.35

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Newman Construction Bid

BID SCHEDULE (MID VALLEY WIDENING PROJECT)

Item No.	*Description*	*Quantity*	*Units*	*Unit Cost*	*Total Cost*
Project					
1	MOBILIZATION & DEMOBILIZATION	1	LS	173000	173000
2	TRAFFIC CONTROL	1	LS	30500	30500
3	MAINTAIN TRAFFIC ACCESS TO BALL FIELDS, PARK, & ROADWAY	1	LS	9800	9800
4	CONSTRUCTION SURVEY	1	LS	21000	21000
5	SUPPLY & INSTALL APWA/CITY STANDARD SILT BARRIER	2,830	LF	2.50	7075
6	SUPPLY & INSTALL SWPPP BMPS (INLELT/GUTTERBARRIERS)	1	LS	2000	2000
7	SAWCUT EXISTING ASPHALT	2,600	LF	2	5200
8	DEMO EXISTING MEDIANS	15,900	SF	2	31800
9	CAP/REMOVE EXISTING MEDIAN IRRIGATION & ELECTRICAL UTILITIES	1	LS	3600	3600
10	DEMO EXISTING STORM DRAIN BOXES	2	EA	1140	2280
11	REMOVE/RECYCLE EXISITNG ASPHALT PAVEMENT	25,100	SF	.40	10040
12	RELOCATE AIR RELEASE VENT	1	LS	7800	7800
13	RELOCATE EXISTING SIGNS	6	EA	950	5700
14	CLEAR & GRUB RIGHT-OF-WAY	3.7	ACRE	2100	7770
15	PLACE COMPACTED FILL OVER PREPARED SUBGRADE	2,200	CY	36.75	80850
16	PROVIDE COMPACTED 9-INCH THICK ENG-FILL (A-1A)	3,000	CY	38.95	116850
17	PROVIDE COMPACTED 6-INCH UBC	2,000	CY	47.75	95500
18	PLACE 4-INCH THICK HMA (ROADWAY)	107,500	SF	2.75	295625
19	PROVIDED COMPACTED 4 INCH UBC	250	CY	198.50	49625
20	PLACE 4-INCH THICK HMA (ASPHALT TRAIL)	19,600	SF	3.80	74480
21	ADJUST SANITARY MANHOLES AND VALVE BOX TO FINISH GRADE	9	EA	1075	9675
22	CONSTRUCT 30-INCH APWA TYPE A CURB & GUTTER	2,550	LF	29.60	75480
23	CONSTRUCT APWA TRANSITION STRUCTURE & 4-FOOT WATERWAY	1	LS	13500	13500
24	CONSTRUCT 13.5 FOOT WIDE CONCRETE DRIVE APPROACH	1	LS	2350	2350
25	CONSTRUCT 24 FOOT WIDE CONCRETE DRIVE APPROACH	1	LS	7900	7900
26	CONSTRUCT CITY/APWA	1	EA	2800	2800

-

	STANDARD ADA RAMP W/DETECTABLE WARNING				
27	CONSTRUCT 8-FOOT WIDE CONCRETE SIDEWALK	16	LF	115	1840
28	SUPPLY & INSTALL MUTCD 3'X3' OM4-3 END OF ROAD MARKER SIGNS	5	EA	875	4375
29	SUPPLY & INSTALL MUTCD 3' R1-1 STOP SIGN	1	EA	875	875
30	SUPPLY & INSTALL MUTCD X-R3-7L LEFT LANE MUST TURN LEFT SIGN	1	EA	875	875
31	SUPPLY & INSTALL MUTCD X-R3-7L RIGHT LANE MUST TURN RIGHT SIGN	1	EA	875	875
32	PLACE MARKING PAINT – SPECIAL EMPHASIS CROSSWALK W/YIELD STRIPING	84	LF	26.50	2226
33	RESTRIPE EXISTING SPECIAL EMPHASIS CROSSWALK	102	LF	36.50	3723
34	PLACE MARKING PAINT – SPECIAL EMPHASIS CROSSWALK	24	LF	19	456
35	PLACE MARKING PAINT – 4-INCH SOLID WHITE	2,520	LF	.95	2394
36	PLACE MARKING PAINT – 4-INCH BROKEN YELLOW	3,600	LF	1.20	4320
37	PLACE MARKING PAINT – 4-INCH MEDIAN STRIPING (DISTANCE INCLUDES BOTH SIDES OF MEDIAN)	1,380	LF	1	1380
38	PLACE MARKING PAINT – 4-INCH DOUBLE YELLOW	660	LF	1	660
39	PLACE MARKING PAINT – 8-INCH SOLID WHITE	120	LF	1.90	228
40	PLACE MARKING PAINT – 12-INCH STOP BAR	60	LF	6.50	390
41	PLACE MARKING PAINT – RIGHT OR LEFT TURN ONLY MESSAGE	6	EA	250	1500
42	PLACE MARKING PAINT – RIGHT OR LEFT TURN ONLY ARROW	8	EA	90	720
43	PLACE MARKING PAINT – 8-INCH SOLID WHITE CHEVRON	450	LF	6	2700
44	PLACE MARKING PAINT – 4-INCH DOUBLE SOLID WHITE (CHEVRON BOUNDARY)	600	LF	2	1200
~~45~~	~~SUPPLY & INSTALL CITY STANDARD STREET LIGHTS~~	~~6~~	~~EA~~		
46	SUPPLY & INSTALL 15-INCH DIAMETER CLASS III RCP STORM DRAIN PIPE (INCLUDES CONNECTION TO EXISTING)	2,113	LF	105	221865
47	SUPPLY & INSTALL NYLOPLAST 2X3 CURB INLET BOXES	8	EA	6375	51000
48	SUPPLY & INSTALL PRECAST 2X2 CATCH BASIN	1	EA	2600	2600
49	EXCAVATE RETENTION BASIN	540	CY	9.80	5292

-

50	SUPPLY & INSTALL PRECAST FLARED END SECTION W/12-INCH THICK RIP-RAP	2	EA	2850	5700
51	SUPPLY & INSTALL BURIED CONDUIT FOR FUTURE USE AT LOCATIONS PER CITY/PLANS	1	LS	21200	21200
52	RESTORE LANDSCAPING & IRRIGATION PER CITY PARKS	1	LS	28000	28000
53	FINAL CLEANUP & EROSION CONTROL SEEDING	1	LS	18600	18600
54	DISPOSE OF EXPORTED MATERIAL	1000	CY	20	20000
	BID SCHEDULE TOTAL (1-54)	$1,549,769.00			
BID SCHEDULE TOTAL (IN WORD FORM)	ONE MILLION FIVE HUNDRED FOURTY NINE THOUSAND SEVEN HUNDRED AND SIXTY NINE DOLLARS AND ZERO CENTS				

-

BENCH MARK ELEVATION:
SOUTHWEST CORNER
SECTION 36, T5S, R2W, SLB&M
BM ELEVATION: 4927.40

OVERLAND SUBDIVISION
6" VINYL FENCE
4" PLASTIC GAS
10' ASPHALT TRAIL
COMM
MID VALLEY ROAD
SW CORNER SECTION 36
8" SANITARY SEWER
CURB INLET
SDMH
15" RCP
SPB EB LP
RIM: 4930.01
MICV
BFP
EMH
LANDSCAPED MEDIAN - TREES NOT SHOWN
AIR RELEASE VENT
CATCH BASIN INLET
RIM: 4926.95
INV: 4924.05
RIM: 4928.00
INV: 4923.87
RIM: 4928.45
INV: 4923.60
RIM: 4925.00
INV: 4922.50
DRAINAGE SWALE
FH
WM
EB LP
PVC STUB
14' ASPHALT TRAIL
UNIFIED FIRE SERVICE AREA
STATION #253
TATE OF UTAH
EAGLE MOUNTAIN CITY
MATCH LINE
SILT
BMP

SEDIMENT CONTROL: AN APWA #122 SILT BARRIER MUST BE ERECTED AT THE LOCATIONS SHOWN. THE SILT FENCE MUST REMAIN FOR THE DURATION OF THE CONSTRUCTION PERIOD, AND MAY BE REMOVED JUST PRIOR TO SITE STABILIZATION OR SOD & VEGETATION INSTALLATION.

SEDIMENT CONTROL: INSTALL APWA #124 INLET PROTECTION MEASURES AROUND ALL NEW INLET BOXES. MEASURES MUST CONSIST OF FILTER FABRIC BEING PLACED OVER NEW INLET GRATES AND SURROUNDED WITH SEDIMENT BARRIERS SUCH AS GRAVEL SOCKS OR STRAW WATTLES, OR SILT FENCES. SEDIMENT BARRIERS MAY BE REMOVED JUST PRIOR TO SITE STABILIZATION OR SOD & VEGETATION INSTALLATION.

EROSION CONTROL: CONTRACTOR IS TO RE-SEED AFFECTED UNDEVELOPED AREAS WITH WESTERN WHEAT-GRASS OR OTHER NATIVE GRASS (SEE SWPPP DETAILS), TOGETHER WITH A NATIVE WILD-FLOWER BLEND. PLANT 12 LBS OF PURE LIVE SEED PER ACRE. USE BROADCAST SEEDING METHOD & RUN HARROW OVER TO LIGHTLY COVER THE SEED. PLANT SEED IN EARLY SPRING OR LATE FALL.

CITY BID SET

CURB INLET
INV: 4909.59
SDMH
15" RCP
8" SANITARY SEWER
2" PLASTIC GAS
8" WATER LINE
LANDSCAPED MEDIAN - TREES NOT SHOWN
ABANDONED ASPHALT TURN-AROUND
DRAINAGE SWALE
CATCH BASIN INLET
RIM: 4917.77
INV: 4910.53
16' ASPHALT DRIVE
SEE SHEET C113
MATCH LINE

SEDIMENT CONTROL: AN APWA #122 SILT BARRIER MUST BE ERECTED AT THE LOCATIONS SHOWN. THE SILT FENCE MUST REMAIN FOR THE DURATION OF THE CONSTRUCTION PERIOD, AND MAY BE REMOVED JUST PRIOR TO SITE STABILIZATION OR SOD & VEGETATION INSTALLATION.

SEDIMENT CONTROL: DURING CONSTRUCTION & PRIOR TO STABILIZATION (ASPHALT PAVING), CONTRACTOR IS TO INSTALL & MAINTAIN AN APWA #125 12'X25' AREA TO BE UTILIZED FOR A TRUCK WASHDOWN AREA. TRUCKS ENTERING PUBLIC STREETS MUST NOT ALLOW SILT AND EXCESS MATERIAL FROM THE SITE TO POLLUTE STREETS. THE EXACT LOCATION OF THE TRUCK WASHDOWN AREA IS TO BE DETERMINED BY THE CONTRACTOR AND CITY.

EROSION CONTROL: CONTRACTOR IS TO RE-SEED AFFECTED UNDEVELOPED AREAS WITH WESTERN WHEAT-GRASS OR OTHER NATIVE GRASS (SEE SWPPP DETAILS), TOGETHER WITH A NATIVE WILD-FLOWER BLEND. PLANT 12 LBS OF PURE LIVE SEED PER ACRE. USE BROADCAST SEEDING METHOD & RUN HARROW OVER TO LIGHTLY COVER THE SEED. PLANT SEED IN EARLY SPRING OR LATE FALL.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

CALL BLUE STAKE
2 WORKING DAYS
BEFORE YOU DIG
IN UTAH
IT'S A LAW!
1-800-662-4111

NOTE: UNDERGROUND UTILITY LINE LOCATIONS ARE APPROXIMATE AND ARE BASED ON RECORD DRAWINGS SITE SURVEYS AND CITY UTILITY PLATS. ALL UTILITIES SHOULD BE LOCATED AND MARKED IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION.

0 1/2 1
DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1"

No.	Description	Date

DESIGN BY: BKS
DRAWN BY: BKS
REVIEWED BY:
PLOT SCALE: 1" = 20'
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

ADVANCED CIVIL ENGINEERING PLLC
Advanced Civil Engineering, PLLC
Serving the Intermountain West
Phone: (801) 884 6010
Fax: (801) 341 8528
www.advancedcivilengineering.com
(professional limited liability company)

CIVIL / PLANNING / CONTRACT ADMINISTRATION

Bryan K. Schmutz PE

LICENSED PROFESSIONAL ENGINEER
BRYAN K. SCHMUTZ
No.4777990
STATE OF UTAH

EROSION CONTROL PLAN (SWPPP) - WEST
MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5/6S, R2W, SLB&M

SHEET NO.
C112
OF
22

BENCH MARK ELEVATION:
SOUTHWEST CORNER
SECTION 36, T5S, R2W, SLB&M
BM ELEVATION: 4927.40

SEE SHEET C113

MATCH LINE

MID VALLEY ROAD

10' ASPHALT TRAIL

8" WATER LINE

8" SANITARY SEWER

LANDSCAPED MEDIAN - TREES NOT SHOWN

CURB INLET 4904
RIM: 4902.66
PIPE INV: 4899.00
BOX INV: 4898.34

15" RCP PIPE

4" PLASTIC GAS

12" HDPE PIPE

24' ASPHALT DRIVE

8' CONC WALK

12' ASPHALT TRAIL

OVERHEAD POWER (4-WIRE)

EXISTING RETENTION POND

EAGLE MOUNTAIN CITY

PONY EXPRESS PARKWAY

MONUMENT SIGN

TRAFFIC SIGNAL BOX

TRAFFIC SIGNAL ARM

SPORTS COURT FENCE

T-FENCE

LAWN/SOD EDGE

SILT

BMP

SEDIMENT CONTROL: AN APWA #122 SILT BARRIER MUST BE ERECTED AT THE LOCATIONS SHOWN. THE SILT FENCE MUST REMAIN FOR THE DURATION OF THE CONSTRUCTION PERIOD, AND MAY BE REMOVED JUST PRIOR TO SITE STABILIZATION OR SOD & VEGETATION INSTALLATION.

EROSION CONTROL: CONTRACTOR IS TO RE-SEED AFFECTED UNDEVELOPED AREAS WITH WESTERN WHEAT-GRASS OR OTHER NATIVE GRASS (SEE SWPPP DETAILS), TOGETHER WITH A NATIVE WILD-FLOWER BLEND. PLANT 12 LBS OF PURE LIVE SEED PER ACRE. USE BROADCAST SEEDING METHOD & RUN HARROW OVER TO LIGHTLY COVER THE SEED. PLANT SEED IN EARLY SPRING OR LATE FALL.

SEDIMENT CONTROL: INSTALL APWA #124 INLET PROTECTION MEASURES AROUND ALL NEW INLET BOXES. MEASURES MUST CONSIST OF FILTER FABRIC BEING PLACED OVER NEW INLET GRATES AND SURROUNDED WITH SEDIMENT BARRIERS SUCH AS GRAVEL SOCKS OR STRAW WATTLES, OR SILT FENCES. SEDIMENT BARRIERS MAY BE REMOVED JUST PRIOR TO SITE STABILIZATION OR SOD & VEGETATION INSTALLATION.

CITY BID SET

CALL BLUE STAKE
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1-800-662-4111

NOTE: UNDERGROUND UTILITY LINE LOCATIONS ARE APPROXIMATE AND ARE BASED ON RECORD DRAWINGS SITE SURVEYS AND CITY UTILITY PLATS. ALL UTILITIES SHOULD BE LOCATED AND MARKED IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

0 1/2 1

DRAWING IS NOT TO SCALE IF BAR DOES NOT MEASURE 1"

No.	Description	Date

DESIGN BY: BKS
DRAWN BY: BKS
REVIEWED BY:
PLOT SCALE: 1" = 20'
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

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Bryan K. Schmutz
PE

LICENSED PROFESSIONAL ENGINEER
BRYAN K. SCHMUTZ
No.4777990
STATE OF UTAH

EROSION CONTROL PLAN (SWPPP) - EAST MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5S, R2W, SLB&M

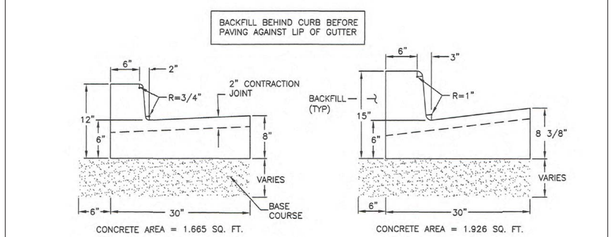
SHEET NO.
C113
OF
22

Curb and gutter

1. GENERAL
- A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
- B. Additional requirements are specified in APWA Section 32 16 13.

2. PRODUCTS
- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
- C. Concrete: Class 4000, APWA Section 03 30 04. 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.
- D. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

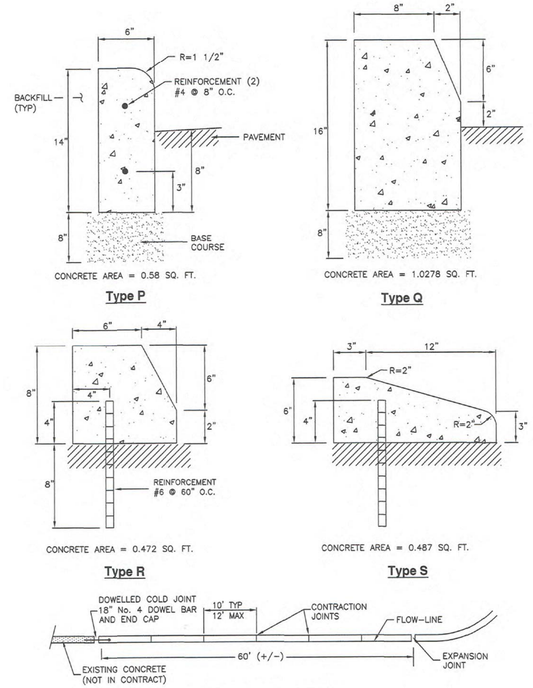
3. EXECUTION
- A. Base Course Placement: APWA Section 32 05 10. Thickness is 6-inches if flow-line grade is 0.5 percent (s=0.005) or greater. If slope is less, provide 8-inches. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- B. Concrete Placement: APWA Section 03 30 10.
  1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
  2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
  3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
- C. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.



APWA Utah Chapter

Curb and gutter

Plan **205.1** December 2008



APWA Utah Chapter

Curbs

Plan **209** November 2009

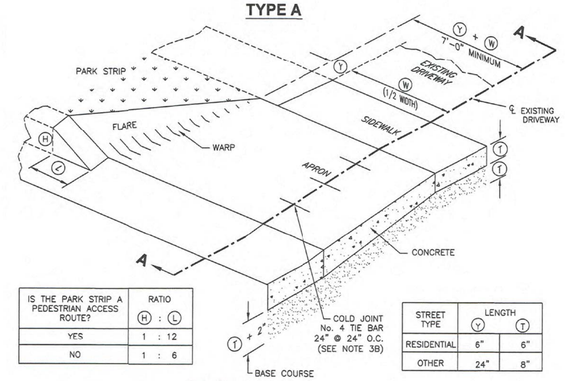
Flare driveway approach

1. GENERAL
- A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
- B. Field Changes to Slope Requirements:
  1) Grades may have a 6 percent change in slope over a 11 feet wheel base run for both crest or sag vertical curves.
  2) Where heavy truck use and fire truck access applies, or to improve design speed, design grades should be cut in half.
  3) Specific uses or site conditions may require profile design submittal for review and acceptance.
- C. Additional requirements are specified in APWA Section 32 16 13..

2. PRODUCTS
- A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
- B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73..
- C. Concrete: Class 4000, APWA Section 03 30 04. 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.
- D. Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
- E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. EXECUTION
- A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
- B. Reinforcement: Not required if driveway apron is constructed without a cold joint.
- C. Concrete Placement: APWA Section 03 30 10.
  1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface.
  2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Maximum length to width ratio for non-square panels is 1.5 to 1. Maximum panel length (in feet) is 1.5 times the slab thickness (in inches).
  3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
- D. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.

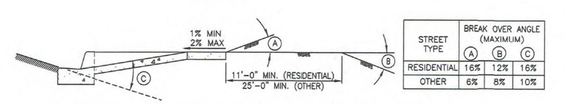
TYPE A



IS THE PARK STRIP A PEDESTRIAN ACCESS ROUTE?	RATIO (H) : (L)
YES	1 : 12
NO	1 : 6

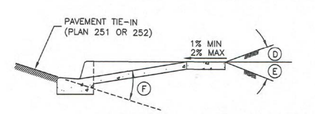
STREET TYPE	LENGTH (Y)	(T)
RESIDENTIAL	6"	6"
OTHER	24"	8"

OBLIQUE



STREET TYPE	BREAK OVER ANGLE (MAXIMUM) (A)	(B)	(C)
RESIDENTIAL	16%	12%	16%
OTHER	6%	8%	10%

SECTION A-A - APPROACH REQUIRING SERVICE TRUCK ACCESS



STREET TYPE	BREAK OVER ANGLE (MAXIMUM) (D)	(E)	(F)
RESIDENTIAL	16%	12%	16%
OTHER	6%	8%	10%

SECTION A-A - TYPICAL DRIVEWAY APPROACH

APWA Utah Chapter

Flare driveway approach

Plan **221.1** December 2009

No.	Description	Date

DESIGN BY: BKS
DRAWN BY: BKS
REVIEWED BY:
PLOT SCALE: NA
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

ADVANCED CIVIL ENGINEERING, PLLC
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Bryan Schmutz PE

LICENSED PROFESSIONAL ENGINEER
BRYAN SCHMUTZ
No.4777990
STATE OF UTAH

CIVIL DETAILS SHEET 1
MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5S 6S, R2W, SLB&M

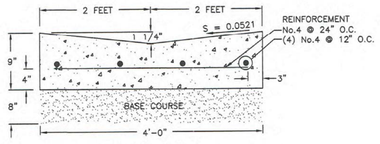
SHEET NO. C114 OF 22

Waterway

1. **GENERAL**
   A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   B. Unless indicated otherwise, width of waterway as follows.
      1) 4 feet for a residential street.
      2) 6 feet for a non-residential street.
      3) If wider than 6 feet, offset the flow line in the waterway to match (line up with) the curb and gutter flow line. Adjust cross slopes to match existing slopes.
   C. Additional requirements are specified in APWA Section 32 16 13.

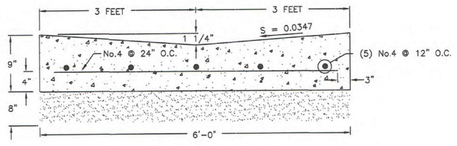
2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73.
   C. Concrete: Class 4000, APWA Section 03 30 04. If necessary, provide 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.
   D. Reinforcement: Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
   E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Thickness is 6-inches if flow-line grade is 0.5 percent (s=0.005) or greater. If slope is less, provide 8-inches. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Concrete Placement: APWA Section 03 30 10.
      1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Expansion joints are not required in concrete placement using slip-form construction.
      2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   C. Protection and Repair: Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.



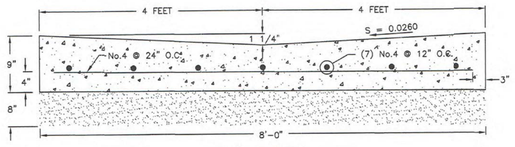
4'-0" WATERWAY

CONCRETE AREA = 2.583 SQ. FT.



6'-0" WATERWAY

CONCRETE AREA = 3.875 SQ. FT.



8'-0" WATERWAY

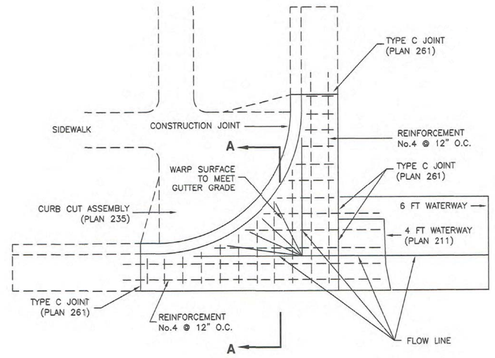
CONCRETE AREA = 5.166 SQ. FT.

Waterway transition structure

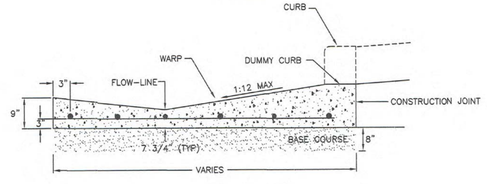
1. **GENERAL**
   A. Variance from specified dimensions and slopes must be acceptable to the ENGINEER. System configuration may be changed at ENGINEER's discretion.
   B. Additional requirements are specified in APWA Section 32 16 13..

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73..
   C. Concrete. Class 4000, APWA Section 03 30 04. 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.
   D. Reinforcement. Galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.
   E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Concrete Placement: APWA Section 03 30 10.
      1) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install at the start or end of a street intersection curb return. Expansion joints are not required in concrete placement using slip-form construction.
      2) Install contraction joints vertical, 1/8-inch wide or 1/4 slab thickness if the slab is greater than 8-inches thick. Match joint location in adjacent Portland-cement concrete roadway pavement.
      3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
   C. Protection and repair. Protect concrete from deicing chemicals during cure. Repair construction that does not drain. If necessary, fill flow-line with water to verify.



PLAN



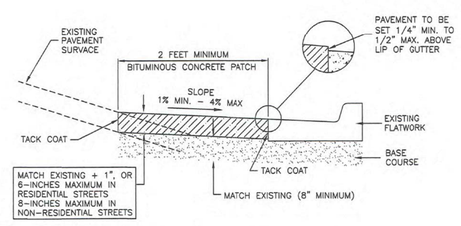
SECTION A-A

Bituminous concrete pavement tie-in

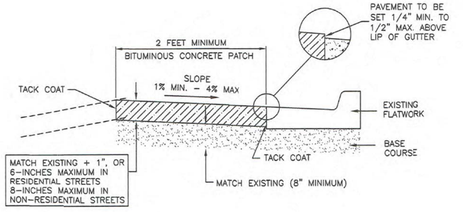
1. **GENERAL**
   A. Site conditions vary. Configuration of tie in work may be changed to fit field conditions. Variance from dimensions and slopes shown must be acceptable to ENGINEER.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. DO NOT USE gravel as a base course without ENGINEER's permission.
   B. Tack Coat: APWA Section 32 12 13.13.
   C. Bituminous Concrete: APWA Section 32 12 05.
      1) Warm weather patch – AC-20-DM-1/2, unless indicated otherwise.
      2) Cold weather patch – modified MC-250-FM-1, APWA Section 33 05 25.

3. **EXECUTION**
   A. Pavement Removal: APWA Section 02 41 14. Provide a neat straight joint between existing and new pavement. Saw-cut joint if existing pavement exceeds 2-inches in thickness or if Portland-cement concrete underlies the bituminous concrete pavement.
   B. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   C. Tack Coat: Clean and tack all vertical surfaces adjacent to the new bituminous concrete patch. Apply full coverage surface tack coat between lifts if the lower lift is left unpaved longer than 24 hours or if it becomes unclean.
   D. Bituminous Concrete Pavement.
      1) Lay new bituminous pavement higher as shown. Do not create water ponds on pavement.
      2) Install in lifts no greater than 3-inches after compaction. Compact each lift is within the range of 92 to 96 percent relative to Rice density, ASTM D2041.
      3) Install final lift not less than 2 times the diameter of the maximum aggregate particle size. e.g.
         - 2" for 3/4" aggregate mix.
         - 1 1/2" for 1/2" aggregate mix, etc.



CASE 1 - POSITIVE STREET SLOPE TIE-IN



CASE 2 - NEGATIVE STREET SLOPE TIE-IN

No.	Description	Date

ADVANCED CIVIL ENGINEERING PLLC
Advanced Civil Engineering, PLLC
Serving the Intermountain West
Phone: (801) 884 6010
Fax: (801) 341 8528
www.advancedcivilengineering.com
(professional limited liability company)

DESIGN BY: BKS
DRAWN BY: BKS
REVIEWED BY:
PLOT SCALE: NA
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

CIVIL / PLANNING / CONTRACT ADMINISTRATION

Bryan Scott Schmutz PE

LICENSED PROFESSIONAL ENGINEER
BRYAN SCOTT SCHMUTZ
No.4777990
STATE OF UTAH

CIVIL DETAILS SHEET 2
MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5/6S, R2W, SLB&M

SHEET NO.
C115
OF
22

Midblock curb cut assembly

1. GENERAL

A. Where existing elements or spaces are altered to receive an assembly; slopes and dimensions shall comply with slopes and dimensions shown on the drawing, or to the maximum extent feasible permitted by the ENGINEER. Final configuration of the assembly may be different than shown.
B. Installation of flares or curb returns is ENGINEER's choice.
C. Definitions and supplemental requirements are specified in APWA Section 32 16 14.

2. PRODUCTS

A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
B. Expansion Joint Filler: 1/2-inch thick type F1 full depth, APWA Section 32 13 73..
C. Detectable Warning Surface: Paver, ribbed composite panel, or tile. Provide a color that contrasts with adjacent walking surface, either light-on-dark or dark-on-light. ENGINEER to select type and color unless indicated elsewhere.
D. Concrete: Class 4000, APWA Section 03 30 04.
E. Concrete Curing Agent: Clear membrane forming compound with fugitive dye (Type ID Class A), APWA Section 03 39 00.

3. EXECUTION

A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
B. Curb Modifications:
   1) The sloped surface created to accommodate a flare area shall be perpendicular to the back of curb.
   2) No grade break shall exist between the flow-line and the foot of the curb ramp or blended transition. Length of the curb modification abutting the curb ramp or transition is 4 feet minimum.
C. Curb Ramp: Length not required to exceed 15 feet. Grade breaks are perpendicular to the direction of ramp run and are not permitted on the ramp or turning space surface. Sides are parallel to each other and perpendicular to the ends.
D. Concrete Placement: APWA Section 03 30 10.
   1) Maximum length to width ratio for rectangular panel joints is 1.5 to 1. Joint spacing measured in feet not to exceed twice slab thickness measured in inches or a maximum of 15 feet.
   2) Install expansion joints vertical, full depth, with top of filler set flush with concrete surface. Install contraction joints vertical, 1/8-inch wide, and 1/4 of the depth of the concrete flatwork.
   3) Provide 1/2-inch radius edges. Apply a broom finish. Apply a curing agent.
E. Clear Space: No trip hazards in the clear space.

Detectable warning surface

1. GENERAL

A. Detectable warnings consist of a surface of truncated domes aligned in a square or radial grid pattern with dome size, dome spacing, contrast and panel size as indicated.
C. Definitions and supplemental requirements are specified in APWA Section 32 16 14.

2. PRODUCTS

A. Pavers:
   1) Concrete, APWA Section 32 14 13.
   2) Brick and Mortar, APWA Section 32 14 16.
B. Tile: Unless indicated elsewhere, selection is by CONTRACTOR as allowed by ENGINEER.
C. Ribbed Composite Panel: Unless indicated elsewhere, selection is by CONTRACTOR as allowed by ENGINEER.
D. Bedding Sand, Joint Sand, Geotextile: APWA Section 32 14 13.

3. EXECUTION

A. Layout:
   1) Joints Between Units: 3/16 inch maximum or manufacturer's recommendation.
   2) Flares: Do not install detectable warning units on flared surfaces.
   3) Alignment: Where a ramp, turning space, or blended transition provides access to the street continuously around a corner, align the vertical rows of truncated domes to be perpendicular or radial to the grade break between the ramp and the street for a 4 feet minimum width for each crosswalk served.
   4) Transition 1 or 2: Selection is by ENGINEER unless indicated elsewhere.
   5) At Rail Crossings: The edge of the detectable warning surface nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail.
B. Paver Installation: APWA Section 32 14 13. If paver must be cut, minimum paver cut length is 3/4 paver, or 1/2 paver length providing the adjacent paver is also reduced no more than 1/2 its original length. Do not cut pavers longitudinally. Remove domes that were cut.
C. Tile Installation: Install according to manufacturer's recommendations. Remove domes that were cut.
D. Ribbed Composite Panel Installation: Install according to manufacturer's recommendation. Remove domes that were cut. Seal cuts to prevent water intrusion.

ROUND WITH FLARE

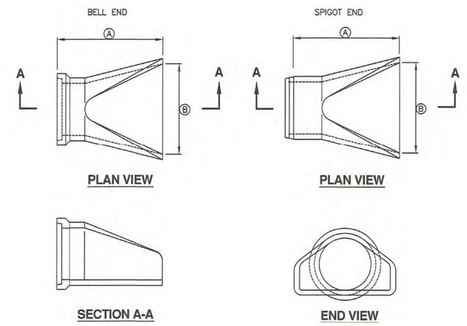
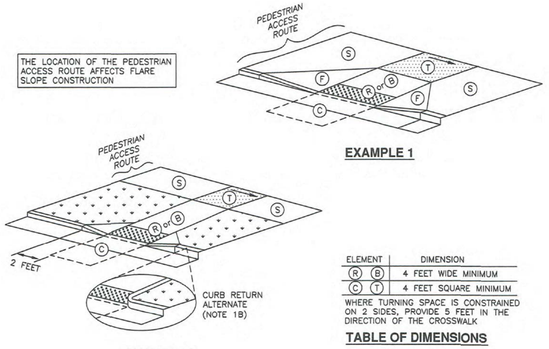


TABLE OF DIMENSION		
PIPE SIZE	DIMENSION Ⓐ	DIMENSION Ⓑ
18"	73"	36"
24"	73"	48"
30"	73"	60"
36"	97"	72"
42"	98"	78"
48"	98"	84"

NOTE: MINIMUM DIMENSIONS ARE SHOWN. ACTUAL SIZES MAY BE SLIGHTLY LARGER

APWA Utah Chapter — ***Pipe outfall*** — Plan **323.1** November 2010

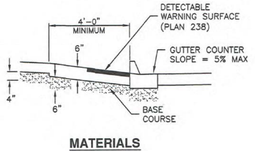
TURNING SPACE AT SIDEWALK LEVEL



ELEMENT	DIMENSION
Ⓡ Ⓑ	4 FEET WIDE MINIMUM
Ⓒ Ⓣ	4 FEET SQUARE MINIMUM

WHERE TURNING SPACE IS CONSTRAINED ON 2 SIDES, PROVIDE 5 FEET IN THE DIRECTION OF THE CROSSWALK

TABLE OF DIMENSIONS



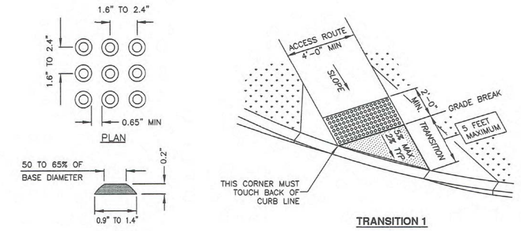
MATERIALS

		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	Ⓣ	STREET GRADE	2
CURB RAMP	Ⓡ	8.33	2 (c)
BLENDED TRANSITION	Ⓑ	5	2 (c)
CLEAR SPACE	Ⓒ	5	2 (c)
SIDEWALK	Ⓢ	STREET GRADE	2
FLARE	Ⓕ	10	--

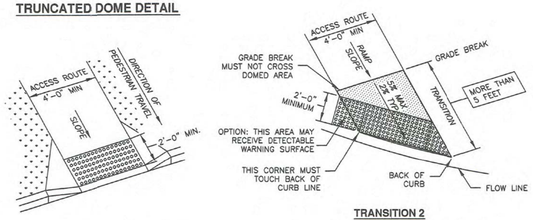
(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL

SLOPE TABLE

APWA Utah Chapter — ***Mid-block curb cut assembly*** — Plan **236.1** September 2011

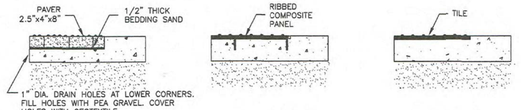


TRUNCATED DOME DETAIL



PERPENDICULAR ASSEMBLY

NON-PERPENDICULAR ASSEMBLY

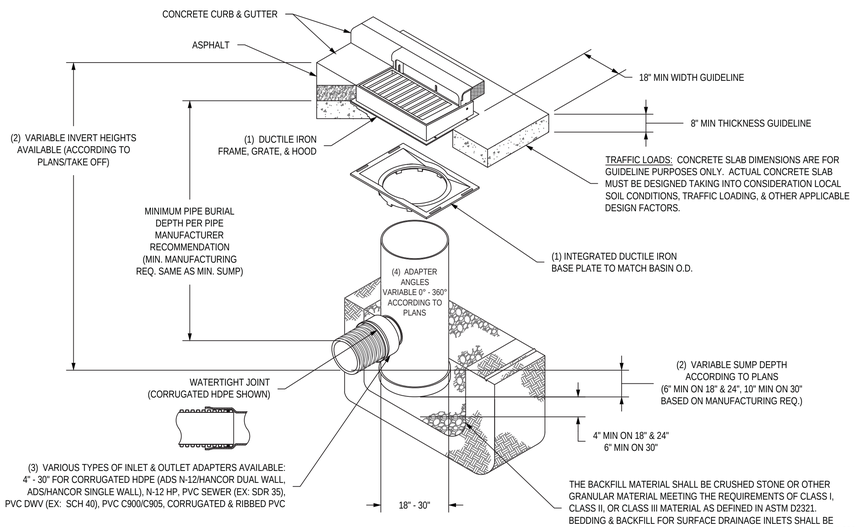


TRANSITION 1

TRANSITION 2

APWA Utah Chapter — ***Detectable warning surface*** — Plan **238** July 2011

NYLOPLAST 2 FT X 3FT CURB INLET STRUCTURE



1 - 18" - 30" FRAMES, GRATES, HOODS, & BASE PLATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS.
3 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER (4" - 24").
4 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
5 - ALL CURB INLET GRATE OPTIONS (DIAGONAL & HIGH FLOW) SHALL MEET H-20 LOAD RATING

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DRAWN BY	EBC	MATERIAL	
DATE	03-22-10		
REVISED BY	NMH	PROJECT NO./NAME	
DATE	03-10-16		
DWG SIZE	A	SCALE 1:40	SHEET 1 OF 1

Nyloplast — 3130 VERONA AVE BUFORD, GA 30518 PHN (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com

TITLE: DRAIN BASIN WITH 2 FT X 3 FT CURB INLET QUICK SPEC INSTALLATION DETAIL

DWG NO. 7002-110-087 REV C

No.	Description	Date

DESIGN BY: BKS
DRAWN BY: BKS
REVIEWED BY:
PLOT SCALE: NA
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

ADVANCED ENGINEERING PLLC
Advanced Civil Engineering, PLLC
Serving the Intermountain West
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CIVIL PLANNING / CONTRACT ADMINISTRATION

Bryan K. Schmutz PE — LICENSED PROFESSIONAL ENGINEER — BRYAN K. SCHMUTZ — No.4777990 — STATE OF UTAH

CIVIL DETAILS SHEET 3
MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5/6S, R2W, SLB&M

SHEET NO. C116 OF 22

Bituminous pavement T-patch

1. GENERAL

A. Vertical cuts in bituminous pavement may be done by saw or pavement zipping. If cuts greater than 6 inches are necessary to prevent pavement "break off" consult ENGINEER for directions on handling addtional costs.

B. Repair a T-patch restoration if any of the following conditions occur prior to final payment or at the end of the one year correction period.
   1) Pavement surface distortion exceeds 1/4-inch deviation in 10 feet. Repair option - plane off surface distortions. coat planed surface with a cationic or anionic mulsion that complies with APWA Section 32 12 03..
   2) Separation appears at a connection to an existing pavement or any Street Fixture. Repair option - blow separation clean and apply joint sealant, Plan 265.
   3) Cracks at least 1-foot long and 1/4-inch wide occur more often than 1 in 10 square feet. Repair option - blow clean and apply crack seal, Plan 265.
   4) Pavement ravelingis greater than 1 square foot per 100 square feet. Repair option - Mill and inlay, APWA Sections 32 01 16.71 and 32 12 05.

2. PRODUCTS

A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.

B. Flowable Fill: Target is 60 psi in 28 days with 90 psi maximum in 28 days, APWA Section 31 05 15. It must flow easily requiring no vibration for consolidation.

C. Reinforcement. No. 5, galvanized or epoxy coated, deformed, 60 ksi yield grade steel, ASTM A615.

D. Concrete: Class 4000, APWA Section 03 30 04.

E. Tack Coat: APWA Section 32 12 13.13.

F. Bituminous Concrete. APWA Section 32 12 05.
   1) Warm Weather Patch: PG64-22-DM-1/2, unless indicated otherwise.
   2) Cold Weather Patch: Modified MC-250-FM-1 as indicated in APWA Section 33 05 25.

3. EXECUTION

A. Base Course Placement: APWA Section 32 05 10. Maximum lift thickness before compaction is 8-inches when using riding equipment or 6-inches when using hand held equipment. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.

B. Flowable Fill: Cure to initial set before placing aggregate base or bituminous pavement. Use in excavations that are too narrow to receive compaction equipment.

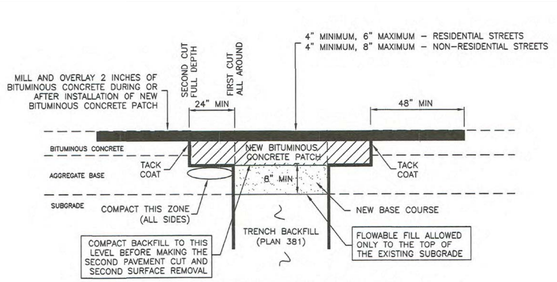
C. Tack Coat. Clean all horizontal and vertical surfaces. Apply full coverage all surfaces.

D. Pavement Placement: Follow APWA Section 32 12 16.13. Unless indicated otherwise, lift thickness is 3-inches minimum after compaction. Compact to 94 percent of ASTM D2041 (Rice density) plus or minus 2 percent.

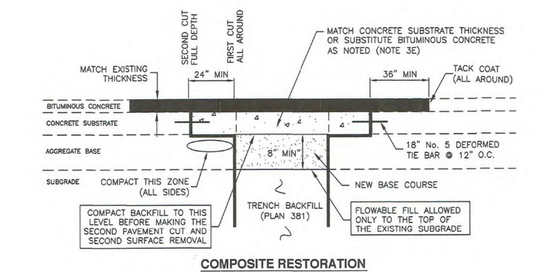
E. Bituminous Concrete Substitution: If bituminous concrete is substituted for Portland cement concrete substrate, omit rebar and provide 1.25 inches of bituminous concrete for each 1 inch of Portland cement concrete. Follow paragraph E requirements.

F. Reinforcement. Required if thickness of existing Portland-cement concrete substrate is 6-inches or greater. Not required if 1) less than 6-inches thick, 2) if existing concrete is deteriorating, 3) if excavation is less than 3 feet square, or 4) if bituminous pavement is substituted for Portland-cement concrete substrate.

G. Concrete Substrate. Cure to initial set before placing new bituminous concrete patch.



BITUMINOUS CONCRETE RESTORATION



COMPOSITE RESTORATION

Trench backfill

1. GENERAL

A. The drawing applies to backfilling a trench (and embankment) above the pipe zone.

2. PRODUCTS

A. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 3-inches.

B. Flowable Fill: APWA Section 31 05 15. Target is 60 psi in 28 days with 90 psi maximum in 28 days, It must flow easily requiring no vibration for consolidation.

3. EXECUTION

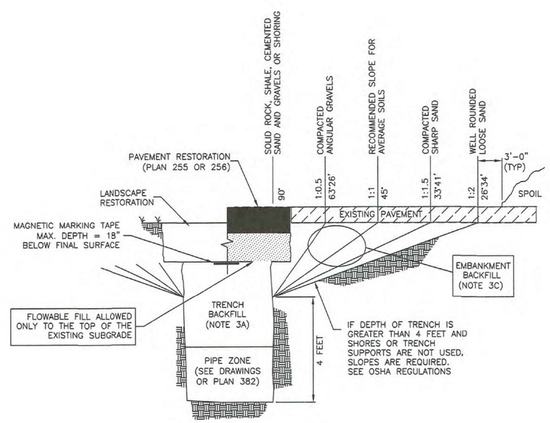
A. Trench Backfill Above the Pipe Zone: Follow requirement indicated in APWA Section 33 05 20 and the following provisions. See Standard Plan 382 for backfilling the pipe zone.
   1) DO NOT USE sewer rock, pea gravel, or recycled RAP aggregate as trench backfill.
   2) Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a standard proctor density, APWA Section 31 23 26.
   3) Water jetting is NOT allowed.

B. Flowable Fill: If controlled low strength material is placed in the trench. Cure the material before placing surface restorations.

C. Embankment Backfill: When trench sides are sloped proceed as follows.
   1) Maximum lift thickness is 8-inches before compaction.
   2) Compact per APWA Section 31 23 26 to 95 percent or greater relative to a standard proctor density.
   3) Submission of quality control compaction test result data may be requested by ENGINEER at any time. Provide results of tests immediately upon request.

D. Surface Restoration:
   1) Landscaped Surface: Follow APWA Section 32 92 00 (turf or grass) or APWA Section 32 93 13 (ground cover) requirements. Rake to match existing grade. Replace vegetation to match pre-construction conditions.
   2) Paved Surface: Follow APWA Section 33 05 25 (bituminous pavement surfacing), or APWA Section 33 05 25 (concrete pavement surfacing). Do not install surfacing until compaction density is acceptable to ENGINEER. .

NARRATIVE: THIS PLAN SHOWS VARIOUS SLOPES RECOMMENDED FOR VARIOUS TYPES OF SLOPE STABILITY PROBLEMS. THE VERTICAL TEXT INDICATES VARIOUS MATERIALS THAT MAY BE ENCOUNTERED. THE SERVICES OF A PROFESSIONAL SOILS ENGINEER SHOULD BE USED TO VERIFY SLOPE STABILITY.



Pipe zone backfill

1. GENERAL

A. Install the pipe in the center of the trench or no closer than 6-inches from the wall of the pipe to the wall of the trench.

2. PRODUCTS

A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.

B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.

C. Concrete: APWA Section 03 30 04.

D. Flowable Fill: Target is 60 psi in 28 days with 90 psi maximum in 28 days, APWA Section 31 05 15. It must flow easily requiring no vibration for consolidation.

E. Stabilization-Separation Geotextile: Moderate or high at CONTRACTOR's choice, APWA Section 31 05 19.

3. EXECUTION

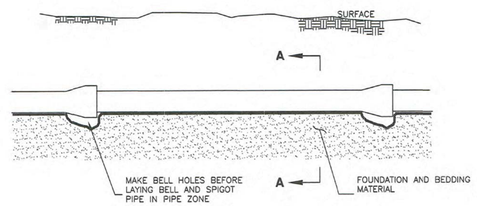
A. Excavate the Pipe Zone: Width is measured at the pipe spring line and includes any necessary sheathing. Provide width recommended by pipe manufacturer. Follow manufacturer's recommendations when using trench boxes.

B. Foundation Stabilization: Get ENGINEER's permission before installing common fill. Vibrate to stabilize. Installation of stabilization-separation geotextile will be required to separate backfill material and native subgrade materials if common fill cannot provide a working surface or prevent soils migration.

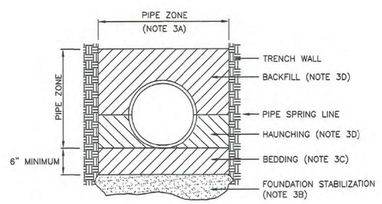
C. Bedding: Follow APWA Section 33 05 20 requirements and the following provisions.
   1) Furnish untreated base course material unless specified otherwise by pipe manufacturer.
   2) Maximum lift thickness is 8-inches.
   3) Bedding immediately under the pipe should not be compacted, but loosely placed.
   4) Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   5) When using concrete, provide at least Class 2,000, APWA Section 03 30 04.

D. Pipe Zone: DO NOT USE sewer rock, pea gravel, or recycled RAP aggregate in the pipe zone. Water jetting is NOT allowed.
   1) Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26 unless pipe manufacturer requires more stringent installation.
   2) Submission of quality control compaction test result data developed for the haunch zone may be requested by ENGINEER at any time. CONTRACTOR is to provide results ot tests immediately upon request.

E. Flowable Fill (when required and if allowed by pipe manufacturer):
   1) Place the controlled low strength material, APWA Section 31 05 15.
   2) Prevent pipe flotation by installing in lifts and providing pipe restraints as required by pipe manufacturer.
   3) Reset pipe to line and grade if pipe "floats" out of position.



ELEVATION VIEW



SECTION A-A

INSTALLATION

CONCRETE PIPE: FOLLOW ASTM C 1479
"STANDARD PRACTICE FOR INSTALLATION OF PRECAST CONCRETE SEWER, STORM DRAIN, AND CULVERT PIPE USING STANDARD INSTALLATIONS.

PLASTIC PIPE: FOLLOW ASTM D 2321
"STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS"

CORRUGATED METAL PIPE: FOLLOW ASTM A 798
"STANDARD PRACTICE FOR INSTALLING FACTORY-MADE CORRUGATED STEEL PIPE FOR SEWERS AND OTHER APPLICATIONS.

VITRIFIED CLAY PIPE: FOLLOW ASTM C 12.
"STANDARD RECOMMENDED PRACTICE FOR INSTALLING VITRIFIED CLAY PIPE LINES.

No.	Description	Date

DESIGN BY: ___ BKS
DRAWN BY: ___ BKS
REVIEWED BY: ___
PLOT SCALE: ___ NA
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

ADVANCED CIVIL ENGINEERING, PLLC
Advanced Civil Engineering, PLLC
Serving the Intermountain West
Phone: (801) 884 6010
Fax: (801) 341 8528
www.advancedcivilengineering.com
(professional limited liability company)
CIVIL ENGINEERING PLLC
CIVIL PLANNING / CONTRACT ADMINISTRATION

Bryan Schmutz PE

LICENSED PROFESSIONAL ENGINEER — BRYAN K. SCHMUTZ — No.4777990 — STATE OF UTAH

CIVIL DETAILS SHEET 4
MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5S 6S, R2W, SLB&M

SHEET NO. C117 OF 22

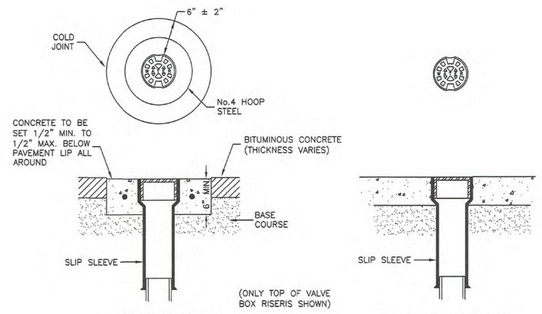
Cover collar for water valve box

1. **GENERAL**
   A. In a pavement surface, fill an annular space around a frame and cover casting with concrete. The concrete will support the casting under traffic loadings.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Concrete: Class 4000, APWA Section 03 30 04.
   C. Concrete Curing Agent: Type ID Class A (clear with fugitive dye), membrane forming compound, APWA Section 03 39 00.

3. **EXECUTION**
   A. Base Course: Maximum lift thickness is 8-inches before compaction. Compaction is 95 percent or greater relative to a modified proctor density, APWA Section 31 23 26.
   B. Pavement Preparation: Provide a neat vertical and concentric joint between concrete collar and existing bituminous concrete surface. Clean edges of all dirt, oil, and loose debris.

574



Utah Chapter — *Cover collar for water valve box* — Plan 574 August 2001

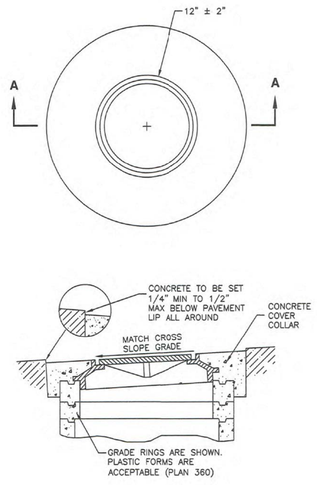
Cover collar for sanitary sewer manhole

1. **GENERAL**
   A. In a pavement surface, the concrete will support the frame under traffic loadings.

2. **PRODUCTS**
   A. Concrete: Class 4000, APWA Section 03 30 04.
   B. Concrete Curing Agent: Type ID Class A (clear with fugitive dye), membrane forming compound, APWA Section 03 39 00.

3. **EXECUTION**
   A. Pavement Preparation: Provide a neat vertical and concentric joint between the concrete collar and the bituminous pavment surface. Clean edges of all dirt, oil, and loose debris.
   B. Concrete Placement: Fill the annular space around the frame and cover casting with concrete. Apply a broom finish. Apply a curing agent.

413



Utah Chapter — *Cover collar for sanitary sewer manhole* — Plan 413 September 2001

Precast box

1. **GENERAL**
   A. The drawing shows typical pipe connections. Refer to construction drawings for connection locations or refer to field location of existing piping when engineering pipe connection to the box.
   B. This drawing is acceptable where the water table elevation is less than 3 feet above the floor of the box. If elevation of water table is higher, engineering calculations and drawings must be submitted to and approved by the ENGINEER.
   C. Submit bar design detail for ENGINEER's review.

2. **PRODUCTS**
   A. Base Course: Untreated base course, APWA Section 32 11 23. Do not use gravel as a base course without ENGINEER's permission.
   B. Backfill: Common fill, APWA Section 31 05 13. Maximum particle size 2-inches.
   C. Precast Concrete: Class 4000 precast, APWA Section 03 40 00.
   D. Reinforcement: Deformed, 60 ksi yield grade steel, ASTM A615. Coated steel is not required for small drainage structures shown on this drawing.
   E. Frame and Cover (or Grate): Use the appropriate unit indicated in the Contract Documents.
   F. Joint Sealant: Rubber-based, compressible.

3. **EXECUTION**
   A. Concrete Placement: Provide 2-inches of concrete cover over reinforcing steel.
   B. Lifting Points: Provide at least 2 lifting points per section that avoid interference with the reinforcing steel and that are designed according to PCI (Prestressed Concrete Institute) design handbook. Lift only from the engineered lifting points.
   C. Depth: Drainage boxes and riser combinations that exceed 8-feet from finished grade to the bottom of the box requires ENGINEER's approval. Submit design calculations and shop drawings.
   D. Core Holes:
      1) Provide core holes that are at least 4" larger than attaching outer pipe diameter. Cut core holes at the manufacturing plant unless ENGINEER permits field core holes.
      2) Center core holes to leave 2" of concrete measured horizontally from inside wall of the box to core hole. Locate core hole vertically so bottom of core hole will be at or above floor elevation with at least 5-inches of concrete directly above the core hole to the top of the box.
      3) Deviations from core hole tolerances require shop drawings. Shop drawings will identify lifting point number and location.
   E. Precast Top: Design precast top for AASHTO HL-93 live loads and submit rebar detail and stamped design drawings to ENGINEER. Show connection detail for frame and grate or cover.

332

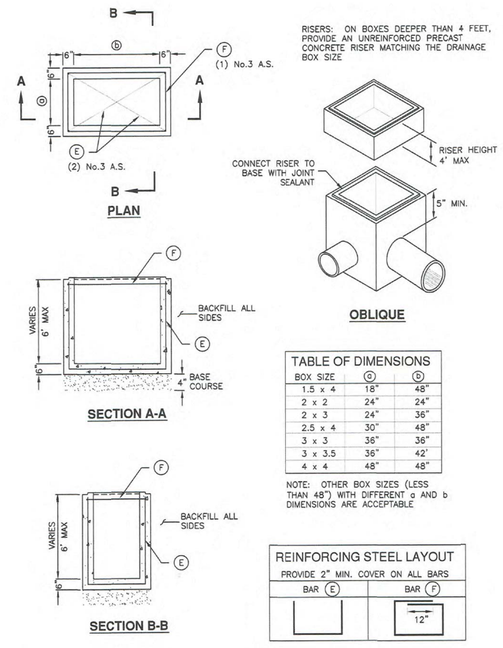


TABLE OF DIMENSIONS		
BOX SIZE	ⓐ	ⓑ
1.5 x 4	18"	48"
2 x 2	24"	24"
2 x 3	24"	36"
2.5 x 4	30"	48"
3 x 3	36"	36"
3 x 3.5	36"	42"
4 x 4	48"	48"

NOTE: OTHER BOX SIZES (LESS THAN 48") WITH DIFFERENT a AND b DIMENSIONS ARE ACCEPTABLE

REINFORCING STEEL LAYOUT	
PROVIDE 2" MIN. COVER ON ALL BARS	
BAR (E)	BAR (F)
	12"

Utah Chapter — *Precast box* — Plan 332 June 2010

No.	Description	Date

DESIGN BY: BKS
DRAWN BY: BKS
REVIEWED BY:
PLOT SCALE: NA
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

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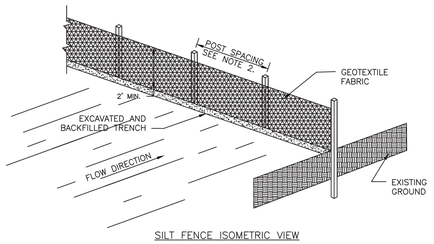
(professional limited liability company)
CIVIL PLANNING / CONTRACT ADMINISTRATION

BY: BRYAN K. SCHMUTZ
Signature
Date
No.4777990
STATE OF UTAH

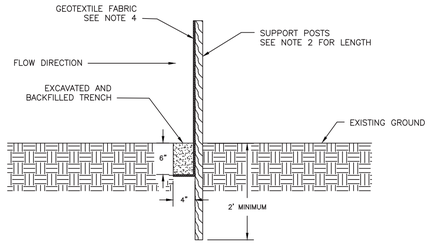
CIVIL DETAILS SHEET 4
MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5/6S, R2W, SLB&M

SHEET NO.
C118
OF
22



SILT FENCE ISOMETRIC VIEW



SILT FENCE TYPICAL SECTION

NOTES:

1. THE GEOTEXTILE FABRIC SHALL BE PLACED IN THE EXCAVATED TRENCH, BACKFILLED, AND COMPACTED TO THE EXISTING GROUND SURFACE.
2. WOODEN SUPPORT POSTS SHALL BE A MINIMUM DIMENSION OF 1–1/8" x 1–1/8" AIR OR KILN DRIED OF HICKORY OR OAK AND 4 FEET LONG. STEEL POSTS SHALL BE STUDDED "TEE" OR "U" TYPE WITH A MINIMUM WEIGHT OF 1.3 POUNDS PER LINEAL FOOT AND 5 FEET LONG. POST SPACING SHALL BE A MAXIMUM OF 8 FEET FOR WOVEN FABRIC AND 3 FEET FOR NON–WOVEN FABRIC.
3. THE GEOTEXTILE FABRIC SHALL BE ATTACHED DIRECTLY TO THE UPSLOPE SIDE OF WOODEN POSTS WITH 0.5 INCH STAPLES IN AT LEAST 3 PLACES, OR WITH WOODEN LATH AND NAILS. ATTACHMENT TO STEEL POSTS WILL BE BY WIRE FASTENERS OR 50 POUND PLASTIC TIE STRAPS ON THE UPSLOPE SIDE.
4. THE GEOTEXTILE FABRIC SHALL CONSIST OF EITHER WOVEN OR NON–WOVEN POLYESTER, POLYPROPYLENE, STABILIZED NYLON, POLYETHYLENE, OR POLYVINYLIDENE CHLORIDE. NON–WOVEN FABRIC MAY BE NEEDLE PUNCHED, HEAT BONDED, RESIN BONDED, OR COMBINATIONS THEREOF. ALL FABRIC SHALL MEET THE FOLLOWING REQUIREMENTS:

TEST REQUIREMENT	METHOD	VALUE *
MINIMUM GRAB TENSILE STRENGTH IN THE MACHINE DIRECTION	ASTM D 4632	120 LBS.
MINIMUM GRAB TENSILE STRENGTH IN THE CROSS MACHINE DIRECTION	ASTM D 4632	100 LBS.
MAXIMUM APPARENT OPENING SIZE EQUIVALENT STANDARD SIEVE	ASTM D 4751	NO. 30
MINIMUM PERMITTIVITY	ASTM D 4491	0.05 SEC^{-1}
MAXIMUM PERMITTIVITY	ASTM D 4491	0.135 SEC^{-1} OR 10 gpm/sq ft at 50 mm constant head.
MINIMUM ULTRAVIOLET STABILITY PERCENTAGE OF STRENGTH RETAINED AFTER 500 HOURS OF EXPOSURE	ASTM D 4355	70%

* ALL NUMERICAL VALUES REPRESENT MINIMUM/MAXIMUM AVERAGE ROLL VALUES. (FOR EXAMPLE, THE AVERAGE OF MINIMUM TEST RESULTS ON ANY ROLL IN A LOT SHOULD MEET OR EXCEED THE MINIMUM SPECIFIED VALUES.)

1 / C119 SILT FENCE DETAIL
NO SCALE

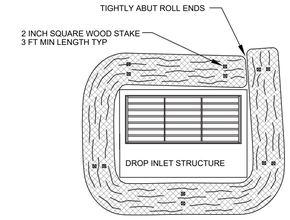
NON–IRRIGATED SEED MIX

COMMON NAME	LB/LIVE SEED/ACRE
SLENDER WHEATGRASS	3.00
INDIAN RICEGRASS–NEZPAR	3.00
BLUEBUNCH WHEATGRASS	3.00
SANDBERG BLUEGRASS	0.50
GLOBEMALLOW–GOOSEBERRY LEAF	0.50
FOURWING SALTBRUSH	1.00
ANTELOPE BITIERBRUSH	1.00
MOUNTAIN BIG SAGE	1.00
TOTAL	13.00 LB/ACRE

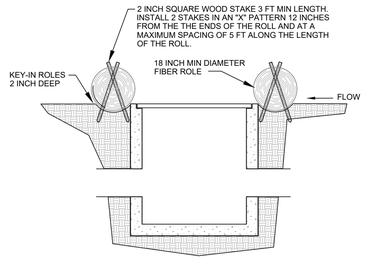
NON–IRRIGATED WILDFLOWER SEED MIX

COMMON NAME	LB/LIVE SEED/ACRE
GLOBEMALLOW–GOOSEBERRY LEAF	0.50
ROCKY MOUNTAIN BEEPLANT	2.00
SULFUR FLOWER	2.00
SCARLET GILIA	1.00
NORTHERN SWEETVETCH	0.50
MAPLE GROVE BLUE FLAX	0.50
WHITE EVENING PRIMROSE	0.50
PALMER PENSTEMON	0.50
WASATCH PENSTEMON	0.50
SCARLET GLOBEMALLOW	0.50
TOTAL	8.50 LB/ACRE

2 / C119 LONG TERM EROSION CONTROL SEED MIX
NO SCALE



FIBER ROLL
DROP INLET BARRIER PLAN

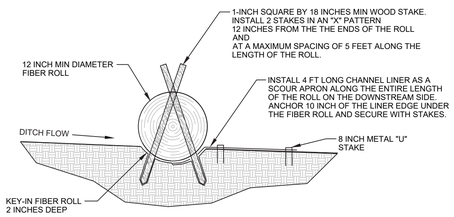


SECTION

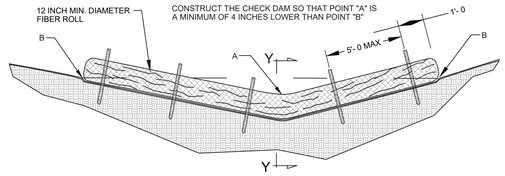
NOTES:

1. KEY-IN FIBER ROLLS 2 INCH DEEP AROUND THE PERIMETER OF THE DROP INLET STRUCTURE AND STAKE AS SHOWN.
2. OVERLAP THE ENDS OF THE FIBER ROLL AT LEAST 18 INCHES.
3. CONSTRUCT ROLLS IN MEDIAN AREAS SO THAT THE TOPS OF THE ROLLS ARE NOT HIGHER THAN THE ADJACENT ROADWAY.
4. MAINTAIN A PROPERLY FUNCTIONING FIBER LOG BARRIER THROUGHOUT CONSTRUCTION OR UNTIL DISTURBED AREAS CONTRIBUTING TO THE INLET HAVE BEEN PAVED OR VEGETATED.
5. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA APPROVED BY THE CITY, OR REMOVE FROM PROJECT.

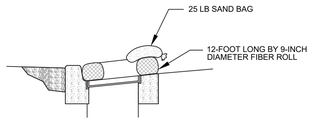
3 / C119 INLET PROTECTION DETAIL
NTS



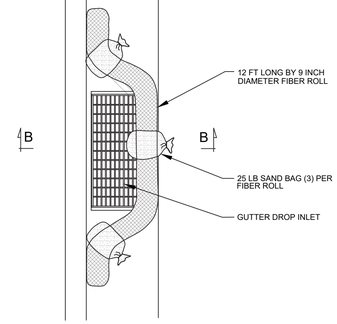
SECTION Y - Y



4 / C119 FIBER ROLL CHECK DAM DETAILS
NTS



SECTION B-B

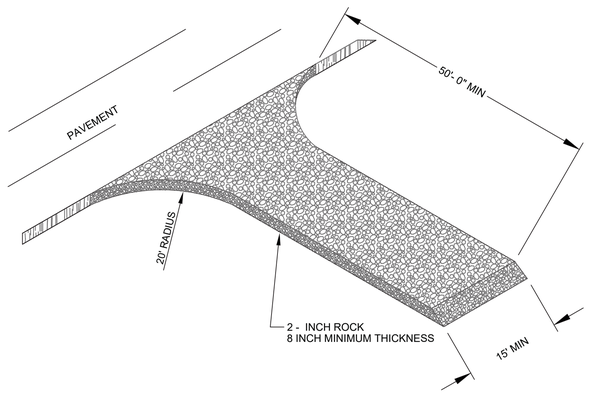


GUTTER INLET BARRIER PLAN

NOTES FOR GUTTER INLET BARRIER:

1. PLACE FIBER ROLL AND SAND BAGS AS SHOWN AROUND GUTTER INLETS AND AVOID PLACING THE BARRIER IN THE TRAVEL LANE.
2. USE GUTTER INLET BARRIERS ONLY WHERE THERE IS THE POTENTIAL OF SEDIMENT FROM NON-STABILIZED AREAS GETTING INTO THE INLET.
3. MAINTAIN A PROPERLY FUNCTIONING GUTTER INLET BARRIER THROUGHOUT CONSTRUCTION OR UNTIL DISTURBED AREAS CONTRIBUTING TO THE INLET HAVE BEEN PAVED OR VEGETATED.
4. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA APPROVED BY THE CITY, OR REMOVE FROM PROJECT.

5 / C119 GUTTER INLET PROTECTION DETAIL
NTS



STABILIZED CONSTRUCTION ENTRANCE

6 / C119 STABILIZED CONSTRUCTION ENTRANCED – DETAIL
NO SCALE

NOTES FOR STABLILIZED CONSTRUCTION ENTRANCE:

1. PLACE STABILIZED CONSTRUCTION ENTRANCES AT LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
2. MAINTAIN A PROPERLY FUNCTIONING CONSTRUCTION ENTRANCE THROUGHOUT CONSTRUCTION OR UNTIL DISTURBED AREAS HAVE BEEN PAVED.
3. DO NOT ALLOW VEHICLES LEAVING THE CONSTRUCTION SITE TO TRACK MUD ONTO PAVED ROADS.

No.	Description	Date

DESIGN BY: BKS
DRAWN BY: BKS
REVIEWED BY:
PLOT SCALE: NA
FILE NAME: MV ROAD BASE
PROJECT NO.: 6059

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CIVIL PLANNING / CONTRACT ADMINISTRATION

Bryan Scott Schmutz PE

LICENSED PROFESSIONAL ENGINEER
BRYAN SCOTT SCHMUTZ
No.4777990
STATE OF UTAH

CIVIL DETAILS SHEET 4
MID VALLEY ROAD WIDENING

PREPARED FOR: EAGLE MOUNTAIN CITY, UTAH
PROJECT ADDRESS: MID VALLEY ROAD, EAGLE MOUNTAIN, UTAH
PROJECT LOCATION: NW CORNER SEC 1, SW CORNER SEC 36, T5/6S, R2W, SLB&M

SHEET NO.
C119
OF
22

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Pony Express Paving Project - Geneva Rock
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$ 806,499.54 G.L.# 10-41-44100-5122 Fiscal Budget 2023
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Zac Hilton, Public Works

PRESENTED BY:
Zac Hilton

RECOMMENDATION:
Staff recommends that the City Council award the 2023 Pony Express Paving Project to Geneva Rock in the amount of $806,499.54 and authorize the mayor to sign the contract.

BACKGROUND:
Eagle Mountain City requested bids on U3P for a roto-mill and overlay of 3" of asphalt, reinforced with fiber and an alternate bid to roto-mill and overlay 6" of asphalt on Pony Express Parkway from the roundabout at Eagle Mountain Blvd to Facebook (see attached map for location). Staff recommends a roto-mill and 3" overlay of asphalt with reinforced fiber. The low bid for the project is Geneva Rock at $753,204.54 and the project is budgeted in the 2023 budget in G.L.# 10-41-44100-5122. It is anticipated that the work will commence in June and be completed by June 30, 2023.

If approved, the project will be scheduled at the same time as Parkway Fields Subdivision (Flagship) improvements to Pony Express Parkway, as part of their subdivision requirements. The requirements include adding curb and an additional 5' to 6' of paved road to Pony Express Parkway, which would create an additional longitudinal cold seam in the pavement. To eliminate this seam and improve the roadways lifespan, staff recommends working with Flagship to allow the City to add Flagships 3" asphalt overlay portion to this project to eliminate the cold seam. Once completed, Flagship will reimburse the City for the portion they are responsible for. This would add approximately 28,500 SF and an additional $53,295 with a

total of $806,499.54 to the project.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Geneva Rock Bid

Bid List

testing, painting, cleanup, and related work completed. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances for the satisfactory use and/or operation of said item. No additional payment, including work done by the contractor for his convenience, shall be made for work related to each item unless specifically noted or specified. Measurement shall be in place in the completed work with no allowance for waste.

Bid Schedule

Item No.	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization (not to exceed 5% of Bid Total)	1	LS	25,000.00	25,000.00
2	Mill & Remove 3" of Existing Pavement	319,161	SF	0.27	86,173.47
3	Pave 3" HMA With Reinforcing Fibers	319,161	SF	1.87	596,831.07
4	Lower & Adjust Sewer Manholes to Final Grade	3	EA	1,500.00	4,500.00
5	Lower & Adjust Water Valves to Final Grade	9	EA	1,300.00	11,700.00
6	Traffic Paint	1	LS	11,000.00	11,000.00
7	Traffic Control	1	LS	18,000.00	18,000.00
Bid Schedule Total (1-7)				753,204.54	

Bid Schedule Total (In Word Form)
SEVEN HUNDRED FIFTY THREE THOUSAND TW HUNDRED FOUR AND FIFTY FOUR CENTS

Alternate Bid Schedule					
Item No.	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization (not to exceed 5% of Bid Total)	1	LS	37,000.00	37,000.00
2	Mill & Remove 6" of Existing Pavement	319,161	SF	0.45	143,622.45
3	Remove & Replace Subgrade	10,000	SF	5.50	55,000.00
4	Finish Grade & Compact	319,161	SF	0.08	25,532.88
5	Pave 6" HMA	319,161	SF	3.23	1,030,890.03
6	Lower & Adjust Sewer Manholes to Final Grade	3	EA	1,560.00	4,500.00
7	Lower & Adjust Water Valves to Final Grade	9	EA	1,300.00	11,700.00
8	Traffic Paint	1	LS	11,000.00	11,000.00
9	Traffic Control	1	LS	43,000.00	43,000.00
Bid Schedule Total (1-9)				1,362,245.36	
Bid Schedule Total (In Word Form) ONE MILLION THREE HUNDRED SIXTY TWO THOUSAND TWO HUNDRED FORTY FIVE AND THIRTY SIX CENTS.					

Legend

MunicipalBoundary

RoadSqFt

Square Feet

EAGLE MOUNTAIN

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

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Total: 319,160.29 sq ft

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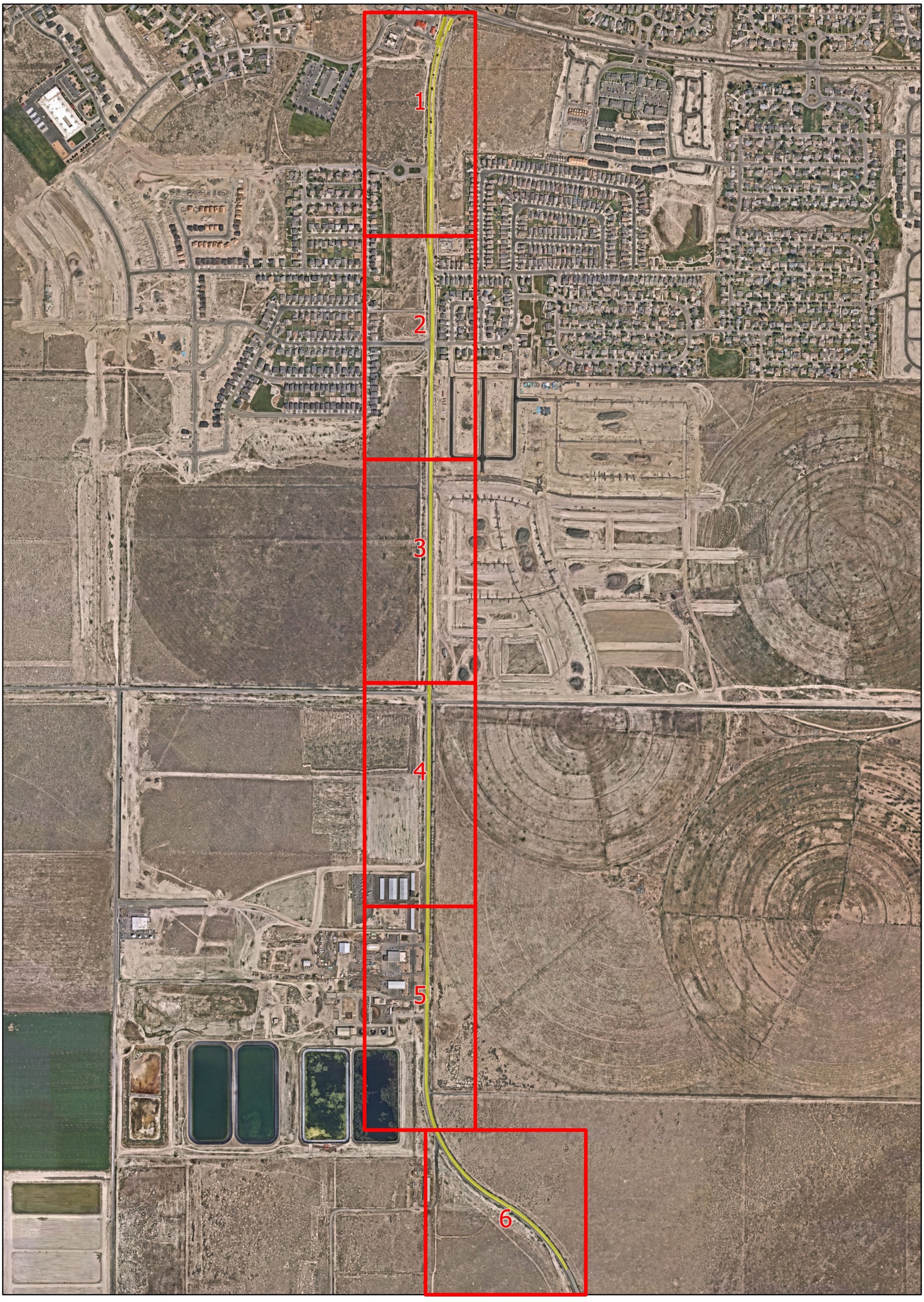

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MunicipalBoundary

RoadSqFt

Page 1

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Page 2

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MunicipalBoundary

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Page 3

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Page 4

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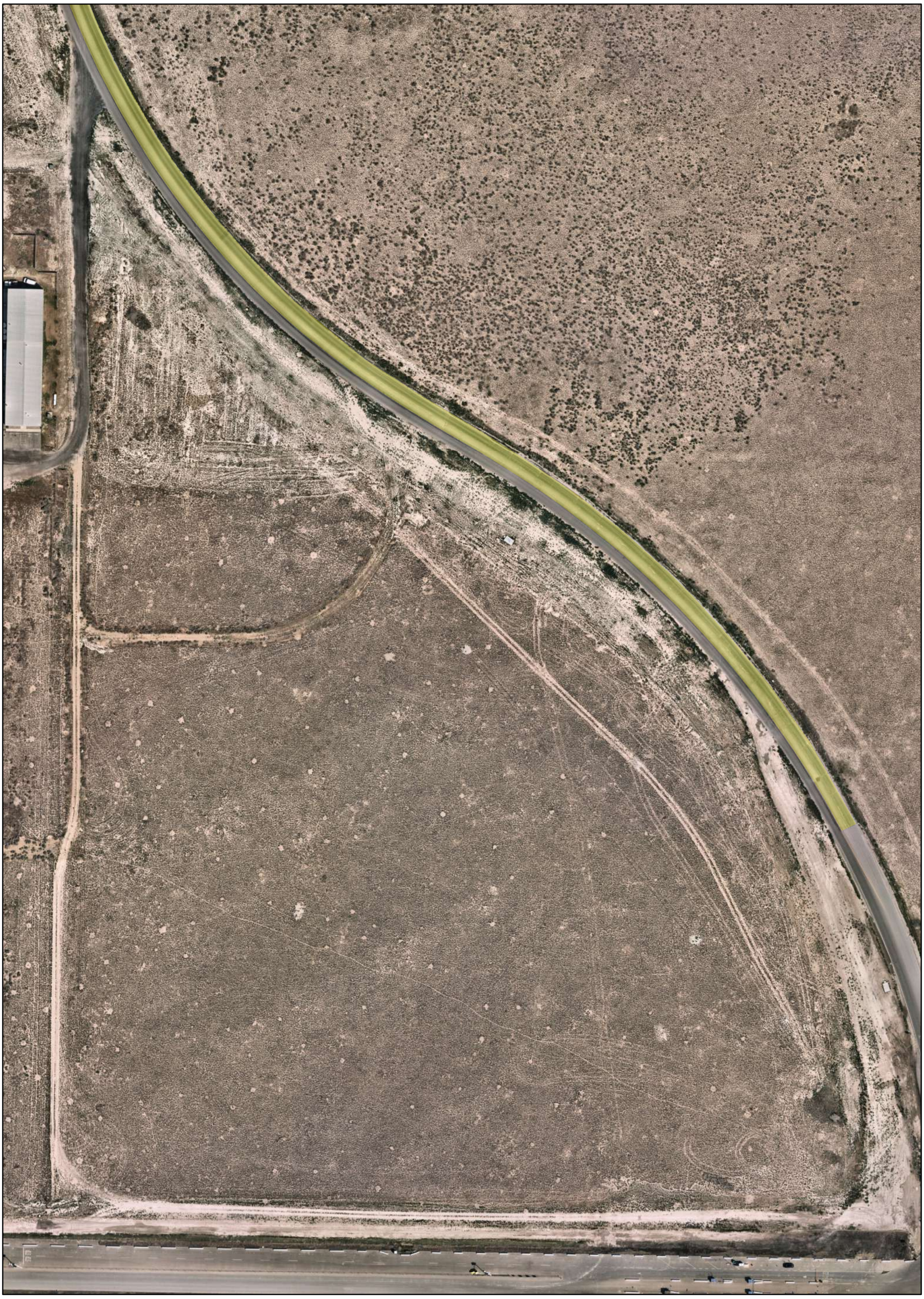

EAGLE MOUNTAIN BID OPENING for
2023 Pony Express Paving Project EMC-FY23-20

Opening Date:	April 11, 2023				
		Complete Bid			
	Bidder / Vendor	YES	NO	Total Amount	Awarded
1	Black Forest Paving			861,852.67	
	Alternate			1,567,858.06	
2	Geneva Rock Products			753,204.54	
	Alternate			1,362,245.36	
3	Granite construction Company			781,967.00	
	Alternate			1,456,455.00	
4	Staker Parson Companies			933,651.65	
5	Alternate			1,715,131.70	
6					
7					
8					
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15					

Opened by:
Melissa Yates

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**		
TITLE:	Ranches Parkway and Campus Drive Improvements Design - Civil Science		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	Not to Exceed $124,330		
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 Ranches Parkway and Campus Drive Intersection Design in the amount of $124,330 to Civil Science and authorize the Mayor to sign the agreement.

BACKGROUND:
Eagle Mountain City solicited proposals for design work for the Ranches Parkway intersection at Campus Drive. This design will include a free right turn from northbound Ranches Parkway to eastbound SR 73, lengthening the left turn lane from northbound Ranches Parkway to westbound SR 73, and a high "T" signal for the left turn movement from westbound Campus Drive to southbound Ranches Parkway.

It is anticipated that this project will be bid for construction in two phases with the free right turn and left turn improvements being put out to bid later this year and the high "T" signal likely a year later. The costs provided are a not to exceed cost.

To evaluate the proposals, City staff ranked each proposal with a maximum score of 5 each for experience, functional approach, technical approach and cost for a maximum score of 20. Each category is then weighted with experience weighted a 0.3, functional approach 0.4, technical approach 0.2 and cost 0.1.

The bid results are as follows:

Civil Science- $124,330 (1047 hrs); Score 14, Weighted Score: 3.83
Focus- $76,975 (648 hrs) Score: 15.67; Weighted Score: 3.7
CRS- $80,586 (560 hrs); Score: 14.33; Weighted Score: 3.6
CMT- $95,200 (651 hrs); Score: 14; Weighted Score: 3.53

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Civil Science Bid

CivilScience

3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 975
Salt Lake City, UT 84111
P | (801) 768-7200

LETTER OF TRANSMITTAL

April 6, 2023

Melissa Yates, Procurement Officer
1650 E Stagecoach Run
Eagle Mountain, Utah 84005
Submitted via UP3 Portal

ATTN: Proposal for Ranches Parkway and Campus Drive Intersection Improvements

Dear Ms. Yates:

We are excited about the opportunity to continue solving infrastructure challenges and complex projects for Eagle Mountain City through the above-listed solicitation. Civil Science Infrastructure, Inc. is a locally owned Utah corporation that has been providing civil engineering services under various company names to Utah County municipalities since 1978. We have an exceptional team comprised of committed engineers and technicians experienced in transportation, intersection, and signal design to meet your infrastructure engineering needs. Civil Science is fully committed to delivering engineering services for the City to the highest quality standards in a timely, cost-effective manner. This commitment is demonstrated by the following quantifiable benefits that we offer:

1. Nine (9) Licensed Local Professionals – with extensive municipal transportation, traffic signal, storm drain, and landscape design experience.
2. Our Office and experienced staff are located in Lehi, just 15 minutes from Eagle Mountain City.
3. Effective, tested internal QC and value/cost savings assessment programs.
4. A focus and commitment to Eagle Mountain City for continued successful project completions as we continue to work with engineering staff.

Civil Science Infrastructure, Inc. is located at 3160 W. Clubhouse Drive, Suite E, Lehi, UT 84043, main phone number is 801-768-7200 and fax number is 801-768-7201. Signatures below certify that we are authorized to sign on behalf of Civil Science Infrastructure, Inc. We look forward to your favorable response. Please contact us with any questions or for any additional information.

Sincerely,

Jay F. Meacham, PE
Project Manager
jmeacham@civilscience.com
801-367-4257

Andrew Kitchen, PE
Vice President
akitchen@civilscience.com
801-473-1261

EAGLE MOUNTAIN

EXECUTIVE SUMMARY

INTRODUCTION:

Civil Science is pleased to provide this proposal for engineering services to Eagle Mountain City for the design of a free right turn lane from northbound Ranches Parkway onto eastbound SR-73 and design of a "High-T" Signal at Campus Drive. Civil Science Infrastructure has primarily been focused on providing municipal planning, engineering and construction management expertise to local municipal clients, such as Eagle Mountain City, Lehi City, American Fork City, Herriman City, and Saratoga Springs since the establishment of Civil Science Infrastructure in 2009. We provide a dedicated team with the expertise to provide needed design solutions for this Ranches Parkway project.

Our consulting services are designed to understand and meet the needs of the City, while providing cost efficient services. Civil Science is a full-service consulting engineering firm headquartered in Lehi, Utah. Since 1978, Civil Science staff have established a reputation for successfully completing projects on time, within budget, and to the highest quality expectations. Civil Science is a firm with proven project design, cost estimating, construction administration, and public involvement experience. We offer a full range of services for public roadway, utility, and infrastructure systems including:

	Roadway design, including new and existing roadways, and intersection and signal designs
	Utility infrastructure planning & design
	Landscaping
	Safety and information signage
	Surveys (control, right-of-way, and topographic surveys)
	Hydrologic and hydraulic modeling

PROJECTS:

The project consists of 2 separate bid packages.

- Ranches Parkway and SR-73, Free Right Turn and Left Turn modifications
- "High-T" Signal Design at Campus Drive

PROJECT TEAM:

Leading the Civil Science team is our Project Manager, Jay Meacham, who will provide engineering services to the City from our Lehi office. Jay has Eagle Mountain transportation engineering experience including highway geometric design, roadway widening, signal design, highway drainage design, utility coordination, and right-of-way plans. More information on the Civil Science Team can be found in the Project Team section.





Our project team is highly qualified for these projects. Jay and Justin have worked with Eagle Mountain Engineering staff for the last couple of years on several projects. They look forward to continuing to provide engineering services to the city on these projects.

UDOT EXPERIENCE:

Civil Science has experience in working with UDOT. We know their process and staff. This becomes critical in meeting the demands of a tight schedule as we navigate through the approval process due to the changes on SR-73. Our design team has already begun coordination with key UDOT players as we have researched and identified critical project elements. Because of our early efforts, UDOT is more familiar with this project. These efforts will help "jump start" the project and reap dividends through these coordination efforts.

PROJECT UNDERSTANDING:

Civil Science has identified some of the critical elements of these projects as we have prepared layouts at each intersection location. The exhibits shown in this proposal have highlighted areas of impact such as intersection modifications, barriers, retaining walls, drainage, landscaping, signal feature impacts, and lane configuration modifications.

Civil Science Infrastructure, Inc.
3160 W Clubhouse Drive, Suite E
Lehi, UT 84043
801-768-7200
www.civilscience.com
Federal Tax ID: 27-0378218



EXPERIENCE

Civil Science is pleased to provide this proposal for engineering services to Eagle Mountain City for the design of a free right turn from northbound Ranches Parkway onto eastbound SR-73. This intersection is currently signalized with a dedicated right turn lane and an additional through-right, both of which have dedicated signal heads. The city has reported that during peak usages the existing right turn lanes are backing up traffic 300+ feet affecting the level of service at the Campus Drive intersection. The city is also evaluating converting the Campus Drive intersection to a High "T" intersection. Both of these improvements will be separate design projects.

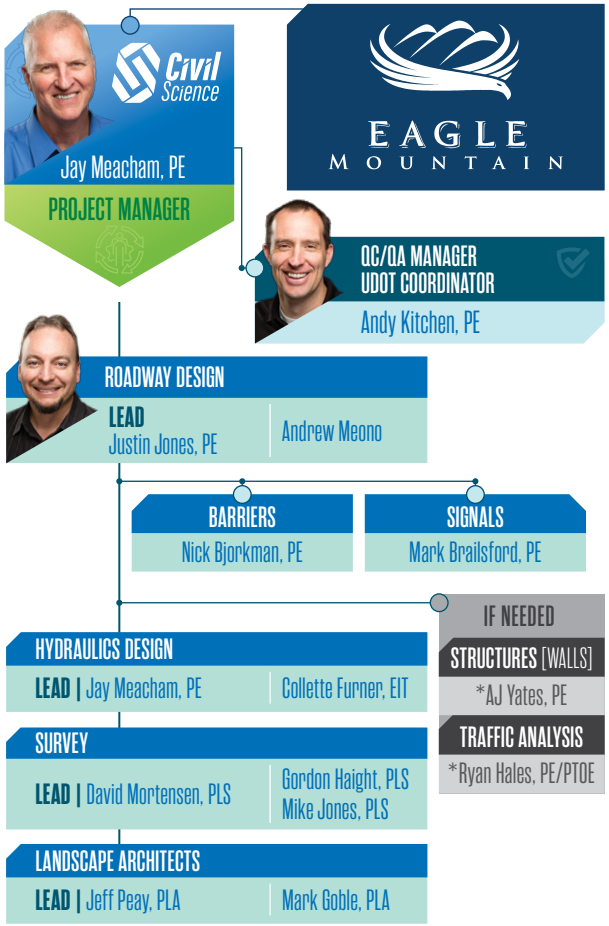
PROJECT TEAM

Civil Science is proposing to use a design team you know, with the addition of UDOT-experienced team members. Jay Meacham and Justin Jones will use their Eagle Mountain experience to lead the design, and Andy Kitchen will oversee Quality Control/Quality Assurance as well as UDOT coordination, leveraging his experience and resources to streamline the UDOT approval process. All three are known individuals to the Eagle Mountain engineering staff. Our team is quickly becoming available with the completion of Mid Valley Road and with Airport Road currently on hold. This project fits perfectly with our team's schedule and resource availability. Most of the work can be done in-house as seen by the organizational chart provided to the right. Included are individuals who may not be needed but are available if impacts require special work efforts such as retaining wall design, and traffic considerations. Our Project Manager and main point of contact for the Eagle Mountain Projects will be Jay Meacham who will provide engineering services to the City from our Lehi office.



Jay Meacham, PE
Project Manager/Drainage Lead
Utah PE #7398428
M.S. and B.S. Civil and Env. Engineering

Jay is a professional engineer and project manager with 36 years of experience in transportation, drainage, and water resources engineering. Specifically, Jay has provided engineering design and project management services for many Utah municipalities including Highland, Draper, Lehi, American Fork, Pleasant Grove, Cedar Hills, South Jordan, Herriman, and most recently, Eagle Mountain. Jay managed the recently completed design for the Eagle Mountain Airport Road Phase 1 & 2, Airport Road Pony Express Signal and Mid Valley Road projects. He has managed 20-mile long arterial transportation projects as well as half mile length collector level projects. **Jay is also very familiar with American Public Works Association (APWA) standards and drawings which will be used on the project, having served on the Specifications Committee for over 8 years.**





Justin Jones, PE
Roadway Design Lead
Utah PE #353820
B.S. Civil Engineering

Justin provides over 24 years of experience working on local and state transportation related projects in Utah and surrounding states. Justin's design experience includes roadway design, grading, stormwater analysis and design, utilities coordination and design, public street improvements, signage, and striping. Justin's extensive transportation design experience and his acute attention to design detail and design oversight have consistently resulted in minimal construction issues. Justin's roles and responsibilities on the Ranches Parkway and Campus Drive Projects will be very similar to his efforts on the recent Airport Road and Mid Valley Road projects where he functioned as the design lead with attention to all aspects of the project. Justin has worked almost exclusively in the Civil Science Municipal Group on transportation projects for the last 8 years. Recent relevant projects Justin has completed, and his role include:

- Eagle Mountain Airport Road Projects | Roadway Design Lead
- Herriman 7300 West, Phase 1 and Phase 2 | Roadway Design Lead
- Logan 1000 N & 200 West Widening | Roadway Design Lead
- Kaysville 200 North / Angel Street Widening | Roadway Design Lead
- Sandy 102nd South Widening and New Construction | Roadway Design Lead

Role/Responsibility		Name	Education	Qualifications/% Availability		Exp.
Sr. Project Manager	Project Manager/ Drainage	**Jay Meacham, PE**	BS Civil Eng.	Jay provided management and design services in Eagle Mountain on the Airport Road projects and Mid Valley Road Projects along with 4 new construction and widening projects in the last 3 years. Jay also brings over 30 years of specific design technical expertise to this project.	80%	36 yrs
Principal Engineer	QC/QA Manager	**Andy Kitchen, PE**	MS & BS Civil Eng.	Andy managed 12 similar roadway reconstruction and widening projects including UDOT Coordination in the last 5 years and provided quality oversight on dozens of similar projects.	10%	19 yrs
Engineer	Roadway Design Lead	**Justin Jones, PE**	BS Civil Eng.	Justin was the lead designer on the Eagle Mountain Airport Road Project, Mid Valley Road project, and has provided lead design services on over 14 similar roadway projects in the last 5 years.	60%	24 yrs
Engineer	Barrier Design	**Nick Bjorkman, PE**	BS Civil Eng.	Nick has served as a design engineer for various UDOT and local government projects. Within the last year, he designed three cable barrier improvement projects for UDOT.	50%	6 yrs
Engineer	Signal, and Signing & Striping Design	**Mark Brailsford, PE**	MS & BS Civil Eng.	Mark specializes in roadway design, specifically signal design and signing and striping, having participated as lead design or quality control on almost every UDOT and municipal signing and striping design completed from our Lehi office. As part of the SR-92 & North Canyon Road project, Mark developed a High-T signalized intersection design that avoided impacts to existing and future irrigation facilities at the mouth of American Fork Canyon.	40%	10 yrs
Survey	Survey Lead	**David Mortensen, PLS**	BS	David has over 21 years of experience as a consulting land surveyor. He serves as Committee Chairman of UCLS and president of the Salt Lake Chapter	60%	21 yrs
Landscape Design	Landscape Design Lead	**Jeff Peay, PLA**	BA Landscape Arch.	Jeff has over 24 years of professional experience in the landscape architecture field. His experience includes the sustainable design, construction, and management of a wide range of landscape project sizes and scopes for municipalities, developers, and institutions. He has a detailed knowledge of native and non-native plant species used in the Utah landscape industry.	40%	24 yrs

Civil Science has been working with Eagle Mountain engineering staff over the past several years on two major transportation corridors through the city; Airport Road (Phase 1 & 2) and Mid Valley Road. A portion of the Airport Road Project was further designed and constructed to include additional roadway length and a signalized intersection at Pony Express Parkway. These projects have provided an opportunity for Civil Science to showcase our staff and abilities on priority transportation design projects in Eagle Mountain City. The following additional projects are similar in scope and size to the Ranches Parkway Free Right and Campus Drive Projects.

SR-92 & North Canyon Road Cedar Hills

Project Description: Designed new High-T signalized intersection at the SR-92 and North Canyon Road intersection, located at the mouth of American Fork Canyon. This project was recently designed and constructed using UDOT's procurement project delivery procedures.

Relevant Services:

- The project included roadway widening to provide additional pavement width for the center median and intersection lane configuration.
- Pedestrian ramps were reconstructed to meet ADA and pedestrian push button requirements and accommodate the existing Highland trail.
- The traffic signal design was coordinated with local irrigation and utility companies to provide continued access to existing and future facilities located adjacent to the intersection.

Reference: Eric Mason | UDOT Project Manager
801-222-3401

US-91, 3200 S, & 2000 W Intersection Realignment Logan, UT

Project Description: Designed intersection that realigns 3200 South, 3000 South and 2000 West roadways to remove three skewed intersections and create one, safer signalized intersection.

Relevant Services:

- The traffic signal design includes an overhead Advance Warning Signal (AWS) system.
- Dedicated turn lanes at the new signalized intersection were included in the design to provide a functional signalized intersection.
- Extensive coordination between local utility and irrigation companies, right-of-way acquisition agents, and with the project team was needed to make this a successful project.

Reference: Rodney Terry | UDOT Project Manager 801-791-5305

SR-248 UDOT Access Projects (3) Hideout, Utah 2021

Project Description: Three separate accesses for existing and future Town roadways located on SR-248 on the east side of Jordanelle Reservoir.

Relevant Services:

- Coordinated through UDOT's Permits process and technical staff.
- Design of full left turn deceleration lanes, right turn deceleration lanes, and acceleration lanes.
- Pavement transitions to address existing rumble strips.
- Full design of the Town's connecting roadways including drainage, utilities, and striping improvements.

Reference: Kyle Esquibel | UDOT R2, Traffic and Safety 801-887-3461

Springville–400 South Capacity Improvements Utah County, Utah 2020

Project Description: Capacity improvements which included roadway widening for additional turn lanes and other corridor widening improvements along 400 South.

Relevant Services:

- Roadway widening for intersection capacity improvements including dual left turn lanes and right turn lanes at 400 South and State Street (US-89).
- Design services closely coordinated with Springville City, UDOT, and area stakeholders.
- Traffic signal and street lighting upgrades for the existing infrastructure impacted by the roadway widening.
- Minor retaining wall and slope design that minimized impacts beyond the ROW.
- A phased construction/MOT plan that focused on minimizing congestion during construction.
- Utility coordination, which included relocation and associated agreements.

Reference: Brian Phillips | UDOT Region 3 Traffic Operations Engineer | 801-830-9513

US-191; North Moab to Colorado River Bridge Moab, Utah 2019

Project Description: Roadway widening and reconstruction for corridor capacity and intersection safety improvements.

Relevant Services:

- Realigned 500 West to approach US-191 more perpendicularly, improving sight distance and turning movements.
- Reconstructed the existing traffic signal to accommodate the new corridor and intersection configuration.
- Constructed a new eastern leg to the intersection providing safer access to the Raven's Rim Adventure Tours private parking lot.

Reference: Ryan Anderson | UDOT Region 4 Frmr. Project Manager | 435-633-5095

This Team will be finishing several projects in the near future. This provides for a smooth transition into this project's design efforts. The following table lists projects currently under design by this team. As shown, this project is a good fit, maintaining our team's efficiency and availability for the projected workload on the Ranches Parkway projects.

Project	Client	% Complete
Mid Valley Road	Eagle Mountain	95%
Airport Road	Eagle Mountain	90%
7000 S. Bike Path	Cottonwood Heights	60%
Logan 400 N/600 W Improvements	Logan City	60% on hold
1200 E Corridor Roundabouts	Logan City	25%
Spanish Fork 630 West Center Street Improvements	Spanish Fork City	95%

RANCHES PARKWAY—FREE RIGHT LANE AND LENGTHEN LEFT TURN LANE

FUNCTIONAL APPROACH

Our Team has decades of experience working with UDOT on similar intersection projects. We also have extensive experience working for municipalities in AutoCAD Civil 3D, improving intersections accessing UDOT rights of way. Our technical abilities speak for themselves. Civil Science and City staff will work together to mitigate the biggest risk to the project schedule—working through the UDOT design process in a timely manner, especially with retaining wall coordination, drainage crossing relocation, and cable barrier design review.

Based on our discussion with Marshall Terry, the UDOT Region 3 permits office manager, and Degen Lewis UDOT Region 3 Traffic Signal Engineer, we assume this UDOT right of way impact will not require an access modification (N/A or L/A line break). For these project cases, we typically work through an informal review process with UDOT, address comments from the Region 3 Traffic & Safety,

Preconstruction, Pavement/Materials, and Drainage Groups, and receive a verbal resolution of comments prior to completing the final design. Following which, the City's contractor files for a formal encroachment permit. UDOT may require the City to apply for a Modification of Access Permit, which Civil Science can help the City complete. We recommend adding two project tools to the project approach that will streamline the process through UDOT:

- **Project Design Certification (PDC) Preparation—**a PDC is at the foundation of every UDOT project. Completing a PDC for this project, which identifies all standards and standards deviations, will provide UDOT reviewers with a level of familiarity that should move the project along quicker.
- **Comment Resolution Form—**in our reviews we plan to use a UDOT-style comment resolution form. This should also provide a level of familiarity for UDOT reviewers, giving them a comfort level and a method of quickly resolving their comments.

Our intent will be to complete the design as quickly as possible to facilitate construction in 2023. Our experience with UDOT reviews and design indicates that this process could take longer, but our expertise, recommendations to utilize UDOT processes, and schedule recommendations, should help to minimize the schedule impact.

Civil Science is committed to providing a Bid Package for this project following the RFPs tentative project schedule providing UDOT can hold to reviews and acceptance schedules as discussed.

Our Schedule Recommendations To Streamline The Process With UDOT Are As Follows:

- We have already completed concept layouts for the project and will concurrently begin data collection and hold a kickoff meeting with UDOT Region 3, sending the initial concept layouts beforehand to solicit early review comments from UDOT.
- Within a month following the kick off meeting, assuming UDOT is available, submit a preliminary design to the City and UDOT concurrently for review.
- Hold a preliminary meeting with UDOT to review comments and follow up with a city review meeting. Depending on UDOT's response, this typically takes a minimum of two to three weeks but engages UDOT early in the process, saving time in the long run.
- Within a month following the preliminary review meeting, address comments, complete barrier and drainage design, and coordinate manufacturer retaining wall design to UDOT standards per the limitations listed in our technical approach.
- Resubmit a draft final design to the City and UDOT concurrently for review, assuming a two-to-three-week review period.
- Address final design comments and resubmit for review. UDOT typically takes two submittals to finalize comment resolution.

As an added value option to streamline the project schedule, we have had success recently working with Cities to implement a CMGC process on roadway projects, selecting a contractor at the preliminary milestone phase. In addition to a CMGC providing constructability feedback and accurate estimating, the process could save up to a month in bidding time, and the contractor could start working on an encroachment permit sooner. We can support the city in pursuing an option like this to expedite the project schedule.

TECHNICAL APPROACH

PLAN DEVELOPMENT

We expect impacts to extend on the south side of SR-73 from Ranches Parkway to Mt. Airey Drive, a distance of almost 3,000 feet. See exhibit on page 6. Civil Science engineering staff are very familiar with this intersection having driven this corridor numerous times. We have also researched elements of the design in detail as shown from the attached exhibit. We do not anticipate the need to profile the roadway. Direction can be provided through plan view sheets and details. Plan sheets will be double pane at 1" = 40' scale. Detail sheets will focus on the Ranches Parkway intersection and localized impacts. Modification or relocation of the signal boxes may be required, but we do not see a need to impact or relocate the existing signal poles, lighting, or cameras.

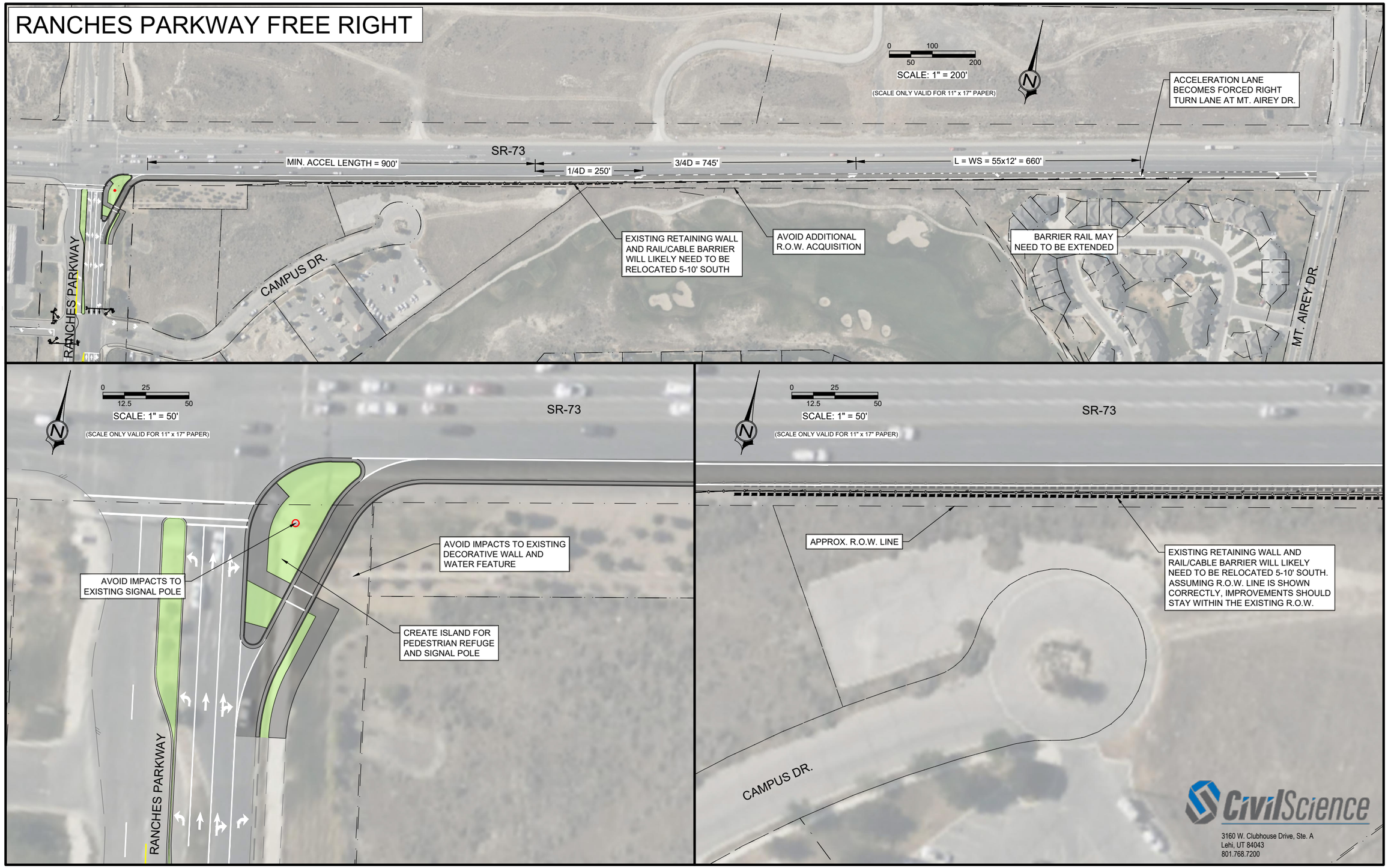
The design will also include the lengthening of the left turn lane from northbound Ranches Parkway to westbound SR-73. These plans will be shown on a similar scale. The distance between SR-73 and Campus Drive is only about 300 feet. By lengthening the northbound left turn lane, the southbound left turn lane onto Campus Drive will be narrowed, but will remain 12' wide. Civil Science will work with the City's traffic consultant to provide the required queuing lengths for these two turn lanes.

The north and south bound left turn lane modifications will impact the existing center landscaped median. Impacted median landscaping will be replaced with similar landscaping treatments to reestablish the medians. Our fee is based on the availability of as-built irrigation plans provided by the City.

RETAINING WALL

An existing retaining wall is located on the south side of SR-73 less than 500 feet from the Ranches Parkway intersection. This wall will be impacted due to the lane widening for the free right acceleration lane. The wall appears to be a segmental or MSE wall, but we are uncertain as to how the wall retains the existing outward pressures. It is possible that tiebacks or a geo-grid extending into the SR-73 eastbound lanes have been used in the construction of the retaining wall. The proposed wall location and height will be identified in the plans. We will work with a wall manufacturer and their structural engineer to design an appropriate wall for these conditions. The UDOT Structures Division may want to

RANCHES PARKWAY FREE RIGHT



CivilScience
3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
801.768.7200

discuss additional requirements, which will be clarified at the time of the preliminary design review.

CABLE BARRIER

Guardrail or cable barrier (1800 feet) is located on the south side of SR-73 between Ranches Parkway and Mt. Airey Drive. The improvements will require the relocation of this barrier. Civil Science will follow current UDOT guidelines for the placement of new barrier. As shown in our project experience, we consistently design barrier on projects within UDOT right of way, and just recently completed several barrier projects.

CAMPUS DRIVE/RANCHES PARKWAY "High-T" SIGNAL INTERSECTION

FUNCTIONAL APPROACH

We will follow a similar process as defined in the Ranches Parkway Project; however, we do not anticipate UDOT coordination or it's effect on the schedule. We have talked with Degen Lewis, UDOT Traffic Engineer, Region 3, regarding the intersection modifications and the proposed signal and though UDOT does not have direct control over this intersection, they would appreciate the opportunity to review the design due to its proximity to SR-73. For this project, Civil Science will following the same submittal and review milestones—75% and 90%. We will also work with City staff on the layout and the proposed lane merge lengths.

TECHNICAL APPROACH

A separate bid package will be developed for the design of a "High-T" signal and intersection modifications at Campus Drive and Ranches Parkway. See exhibit on page 8. The following section defines in more detail the design efforts for this intersection.

PLAN DEVELOPMENT

Civil Science will use current AASHTO and UDOT design standards for the layout of the proposed "High-T" intersection. Construction drawings will be prepared for the intersection modifications using a 1" = 40' scale. Our preliminary discussions with the city will discuss the potential for closing the south entrance to Maverik and extend the curb, gutter and sidewalk. If this access is left open it becomes right-in, right-out. Pedestrians will be routed to the adjacent north intersection. Signal poles will be located in areas of least disturbance.

With the modification to the turn lanes, Civil Science's landscape architects will provide design for the modifications to the center median landscaped areas. The fee is based upon the replacement of similar landscaping and the availability of as-built irrigation plans provided by the City.

SIGNAL DESIGN

Civil Science has an expert signal design engineer in Mark Brailsford. Mark knows and understands current design procedures and practices. He has designed other signals within Eagle Mountain. He will use his expertise in the design of the signal and coordination of materials with UDOT. The signal will be designed with consistent input and coordination from the City Engineering staff. A UDOT materials list will be prepared as well as a construction estimate (current and forecasted).

CAMPUS DRIVE SCHEDULE

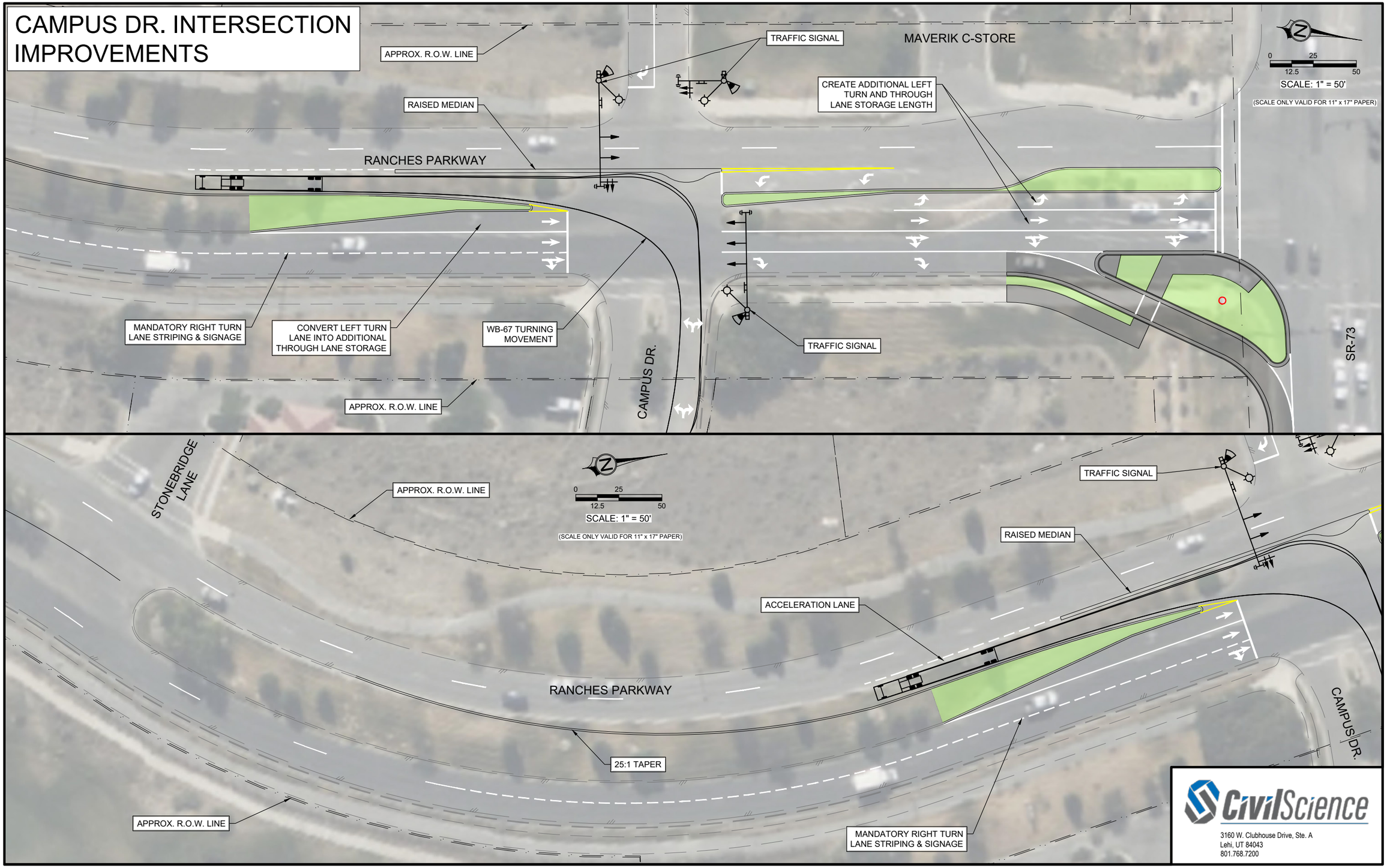
As this design package is intended to be "shelved" until a future time (likely 2025-26), the design schedule is less critical. However, we would propose keeping this schedule similar to the priority SR-73 intersection improvement project or slightly lagging. This project could be worked on during City/UDOT review periods. We anticipate this bid package to be delivered no later than 30 days following the submission of the first bid package.

LIMITATIONS FOR BOTH PROJECTS:

This scope of work anticipates an informal UDOT design review process and assumes UDOT's schedule allows for a kickoff meeting in the month of April.

- Widening Ranches Parkway or Campus Drive is not anticipated in this scope of work. Only travel lanes and landscaped medians may be impacted.
- Right-of-way acquisition is not anticipated in this scope of work.
- Pavement section design parameters will be provided by the UDOT Region 3 Materials/Pavement Engineer or the city for these projects.
- No scope or fee has been provided for the bid or construction phases.
- Environmental clearances and/or permitting are not anticipated in this scope of work. UDOT review will be informal, with the City's contractor filing for an encroachment permit. During the design phase a Modification of Access Permit may be required.
- Existing utility as-builts will be collected from utility companies for mapping purposes. This scope of work assumes coordination with one utility company to relocate their facilities outside of the new retaining section/fill slope. This scope of work does not anticipate preparing agreements for the utility company relocation.
- Drainage analysis is not anticipated for this scope of work. The existing curb and gutter east of the Ranches Parkway intersection and the existing curb and gutter running along the top of retaining wall will be replaced in the same location to accommodate roadway widening. The existing inlet at the eastern terminus of the curb and gutter will be replaced in the widened location. The inlet appears to connect a cross culvert running from north to south across SR-73. This scope of work assumes the new inlet location will daylight down the adjacent fill slope to discharge in a condition identical to existing. The pipe will be extended to the new inlet location from the existing box in the shoulder.
- The High T design will require a raised median across the intersection. If necessary, curb openings will be used to allow stormwater to pass through, as in the existing condition.
- Initial Data Collection, including survey, and Drone Flight will be done simultaneously for both projects.
- New barrier design and impacts to the existing retaining wall will be required. Assumptions and limitations for both designs include:
  - W-beam guardrail has limitations when installed adjacent to MSE retaining, similar to the existing

CAMPUS DR. INTERSECTION IMPROVEMENTS



CivilScience
3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
801.768.7200

retaining wall. Our scope includes coordination with the UDOT Region 3 staff and Statewide Barrier Design Manager, Shawn Debenham, to identify the most cost effective, approved barrier application for this location within the parameters of a UDOT-approved retaining wall.

- This scope of work assumes a modular block type retaining wall design coordinated through a manufacturer and their designer.
- Design for the wall will include a manufacturer-provided detail sheet, cross section detail, and specification.
- Civil Science will provide a profile of the wall for coordination with the wall manufacturer.
- The retaining wall design will assume presumptive soil values and does not anticipate geotechnical exploration and design.
- Civil Science is pre-qualified on the UDOT Structures Pool. Should UDOT require additional coordination or design for the retaining wall, our experts can assist in providing additional input.
- The barrier design in this scope of work assumes a straightforward design requiring plan view layout and reference to UDOT standard details. References to UDOT standards will be included in the plan set.

EAGLE MOUNTAIN





COST PROPOSAL (Fees for both projects are shown on the attached spreadsheet)

A fee schedule, including hours for personnel working on the project has been included for each bid package.

Exhibit B — **Eagle Mountain City**

Ranches Parkway & Campus Dr. Intersection Improvements

Hour Derivation & Cost

Subtotal	Task No.	Task Description	BUDGET / FEE SUMMARY Hours	Total	Labor	LABOR AMOUNT Sr. Engineer $ 229.00 HR	$	Engineer VI $ 192.00 HR	$	Engineer V $ 171.00 HR	$	Engineer III $ 146.00 HR	$	Engineer II $ 129.00 HR	$	Engineer I $ 109.00 HR	$	Sr. Landscape Architect $ 159.00 HR	$	Landscape Architect IV $ 141.00 HR	$	Survey V $ 159.00 HR	$	Survey IV $ 137.00 HR	$	Survey Crew - 1-Man $ 134.00 HR	$	Survey Crew - 2-Man $ 204.00 HR	$	Technician III $ 109.00 HR	$	Technician II $ 95.00 HR	$	Technician I $ 85.00 HR	$	Admin IV $ 134.00 HR	$
	100	**INITIAL DATA COLLECTION - Ranches Pkwy/SR-73**	**1**	**$ 85**	$ 85		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 85
$ 8,456	101	Initial Data Collection - Field Work, Drone Flight & Research	**26**	**$ 4,196**	$ 4,196		$ -		$ -	1	$ 171		$ -		$ -		$ -		$ -		$ -	4	$ 636	5	$ 685	8	$ 1,072	8	$ 1,632		$ -		$ -		$ -		$ -
	102	Initial Data Collection - Base Map & Aerial Processing	**41**	**$ 4,175**	$ 4,175		$ -		$ -	1	$ 171		$ -		$ -		$ -		$ -		$ -	2	$ 318	2	$ 274		$ -		$ -		$ -	32	$ 3,072	4	$ 340		$ -
	200	**PRELIMINARY DESIGN - Ranches Pkwy/SR-73**	**1**	**$ 85**	$ 85		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 85
	201	Preliminary Design - UDOT & City Virtual Kickoff Meetings	**9**	**$ 1,530**	$ 1,530	1	$ 229	2	$ 384	3	$ 513	1	$ 146	2	$ 258		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	202	Preliminary Design - Roadway Layout & Grading Design	**43**	**$ 5,138**	$ 5,138		$ -	1	$ 192	4	$ 684		$ -	6	$ 774		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	32	$ 3,488		$ -		$ -
	203	Preliminary Design - Identify Impacts to Existing Improvements	**10**	**$ 1,294**	$ 1,294		$ -		$ -	2	$ 342		$ -	4	$ 516	4	$ 436		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	204	Preliminary Design - Landscape Design	**6**	**$ 882**	$ 882		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 318	4	$ 564		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
$ 26,696	205	Preliminary Design - Project Design Certification Preparation (UDOT)	**21**	**$ 3,213**	$ 3,213	1	$ 229		$ -	8	$ 1,368	4	$ 584	8	$ 1,032		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	206	Preliminary Design - Cover, Notes, Typ. Sections, Details	**32**	**$ 2,912**	$ 2,912		$ -		$ -		$ -		$ -		$ -	8	$ 872		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	24	$ 2,040		$ -
	207	Preliminary Design - Survey Control, Erosion Control, Demolition Plan	**30**	**$ 2,952**	$ 2,952		$ -		$ -	2	$ 342		$ -		$ -		$ -		$ -		$ -	1	$ 159	3	$ 411		$ -		$ -		$ -		$ -	24	$ 2,040		$ -
	208	Preliminary Design - Grading, Utility & Signage/Striping Plans	**36**	**$ 3,348**	$ 3,348		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	12	$ 1,308	24	$ 2,040		$ -
	209	Preliminary Design - QC/QA, Preliminary Submittal & Estimate	**30**	**$ 3,812**	$ 3,812	2	$ 458	2	$ 384	4	$ 684		$ -	4	$ 516	6	$ 654		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 436	8	$ 680		$ -
	210	Preliminary Design - UDOT & City Virtual Review Meetings	**9**	**$ 1,530**	$ 1,530	1	$ 229	2	$ 384	3	$ 513	1	$ 146	2	$ 258		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	300	**FINAL DESIGN - Ranches Pkwy/SR-73**	**1**	**$ 85**	$ 85		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 85
	301	Final Design - Finalize Roadway Layout & Grading Design	**46**	**$ 5,546**	$ 5,546		$ -		$ -	6	$ 1,026		$ -	8	$ 1,032		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	32	$ 3,488		$ -		$ -
	302	Final Design - Barrier Design	**42**	**$ 5,694**	$ 5,694		$ -		$ -	2	$ 342	32	$ 4,672		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 680		$ -
	303	Final Design - Retaining Wall Layout & Coordination	**26**	**$ 2,918**	$ 2,918		$ -		$ -	6	$ 1,026		$ -		$ -	8	$ 872		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	12	$ 1,020		$ -
	304	Final Design - Landscape & Irrigation Design	**5**	**$ 723**	$ 723		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 159	4	$ 564		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
$ 37,571	305	Final Design - Utility Company Impacts, coord w/City	**16**	**$ 2,072**	$ 2,072		$ -		$ -	4	$ 684		$ -	4	$ 516	8	$ 872		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	306	Final Design - Cover, Notes,Typ. Section, Details	**28**	**$ 2,668**	$ 2,668		$ -		$ -		$ -		$ -		$ -	8	$ 872		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 436	16	$ 1,360		$ -
	307	Final Design - Survey Control, Erosion Control, Demolition Plan	**19**	**$ 1,827**	$ 1,827		$ -		$ -	1	$ 171		$ -		$ -		$ -		$ -		$ -	1	$ 159	1	$ 137		$ -		$ -		$ -		$ -	16	$ 1,360		$ -
	308	Final Design - Grading, Utility & Signage/Striping Plans	**26**	**$ 2,574**	$ 2,574		$ -		$ -	2	$ 342		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 872		$ -	16	$ 1,360		$ -
	309	Final Design - Prepare Draft Final Submittal to UDOT	**34**	**$ 3,890**	$ 3,890	2	$ 458		$ -	4	$ 684		$ -	4	$ 516	4	$ 436		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 436		$ -	16	$ 1,360		$ -
	310	Final Design - UDOT Virtual Design Review Meetings	**9**	**$ 1,530**	$ 1,530	1	$ 229	2	$ 384	3	$ 513	1	$ 146	2	$ 258		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	311	Final Design - QC/QA, Prepare Construction Drawings & Estimate	**66**	**$ 8,044**	$ 8,044	2	$ 458	2	$ 384	6	$ 1,026	8	$ 1,168	8	$ 1,032	16	$ 1,744		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 872		$ -	16	$ 1,360		$ -
$ 1,134	**400**	**BIDDING SUPPORT - Ranches Pkwy/SR-73**	**0**	**$ -**	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	401	Bidding Support	**7**	**$ 1,134**	$ 1,134		$ -	1	$ 192	4	$ 684		$ -	2	$ 258		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
		Ranches Pkwy/SR-73 Subtotal	**620**	**$ 73,860**	**$ 73,857**	**10**	**$ 2,290**	**12**	**$ 2,304**	**66**	**$ 11,286**	**47**	**$ 6,862**	**54**	**$ 6,966**	**62**	**$ 6,758**	**3**	**$ 477**	**8**	**$ 1,128**	**8**	**$ 1,272**	**11**	**$ 1,507**	**8**	**$ 1,072**	**8**	**$ 1,632**	**104**	**$ 11,336**	**32**	**$ 3,072**	**184**	**$ 15,640**	**3**	**$ 255**
	500	**INITIAL DATA COLLECTION - Campus Drive**	**1**	**$ 85**	$ 85		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 85
$ 6,094	501	Initial Data Collection - Field Work, Drone Flight & Research	**16**	**$ 3,052**	$ 3,052		$ -		$ -	1	$ 171		$ -		$ -		$ -		$ -		$ -	1	$ 159	2	$ 274		$ -	12	$ 2,448		$ -		$ -		$ -		$ -
	502	Initial Data Collection - Base Map & Aerial Processing	**27**	**$ 2,957**	$ 2,957		$ -		$ -	1	$ 171		$ -		$ -		$ -		$ -		$ -	4	$ 636	2	$ 274		$ -		$ -		$ -	16	$ 1,536	4	$ 340		$ -
	600	**PRELIMINARY DESIGN - Campus Drive**	**1**	**$ 85**	$ 85		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 85
	601	Preliminary Design - City Virtual Kickoff Meeting	**2**	**$ 363**	$ 363		$ -	1	$ 192	1	$ 171		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	602	Preliminary Design - Roadway Layout & Grading Design	**35**	**$ 4,182**	$ 4,182		$ -	1	$ 192	2	$ 342		$ -	8	$ 1,032		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	24	$ 2,616		$ -		$ -
	603	Preliminary Design - Identify Impacts to Existing Improvements	**7**	**$ 885**	$ 885		$ -		$ -	1	$ 171		$ -	3	$ 387	3	$ 327		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	604	Preliminary Design - Traffic Signal Design	**64**	**$ 7,442**	$ 7,442		$ -		$ -	2	$ 342	30	$ 4,380		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	32	$ 2,720		$ -
$ 22,356	605	Preliminary Design - Landscape Design	**7**	**$ 1,005**	$ 1,005		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 159	6	$ 846		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	606	Preliminary Design - Cover, Notes, Typ. Sections, Details	**12**	**$ 1,116**	$ 1,116		$ -		$ -		$ -		$ -		$ -	4	$ 436		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 680		$ -
	607	Preliminary Design - Survey Control, Erosion Control, Demolition Plan	**18**	**$ 1,932**	$ 1,932		$ -		$ -	2	$ 342		$ -		$ -		$ -		$ -		$ -	1	$ 159	3	$ 411		$ -		$ -		$ -		$ -	12	$ 1,020		$ -
	608	Preliminary Design - Grading, Utility & Signage/Striping Plans	**20**	**$ 1,892**	$ 1,892		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8	$ 872		$ -	12	$ 1,020		$ -
	609	Preliminary Design - QC/QA, Prelim City & UDOT Submittal & Estimate	**24**	**$ 2,791**	$ 2,791	1	$ 229	1	$ 192	2	$ 342		$ -	2	$ 258	6	$ 654		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 436	8	$ 680		$ -
	610	Preliminary Design - City Virtual Review Meeting	**4**	**$ 663**	$ 663		$ -	1	$ 192	2	$ 342		$ -	1	$ 129		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	700	**FINAL DESIGN - Campus Drive**	**1**	**$ 85**	$ 85		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 85
	701	Final Design - Finalize Roadway Layout & Grading Design	**19**	**$ 2,337**	$ 2,337		$ -		$ -	3	$ 513		$ -	4	$ 516		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	12	$ 1,308		$ -		$ -
	702	Final Design - Traffic Signal Design	**65**	**$ 7,634**	$ 7,634		$ -	1	$ 192	2	$ 342	30	$ 4,380		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	32	$ 2,720		$ -
	703	Final Design - Landscape & Irrigation Design	**7**	**$ 1,005**	$ 1,005		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 159	6	$ 846		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
$ 20,764	704	Final Design - Utility Company Impacts, coord w/City	**11**	**$ 1,381**	$ 1,381		$ -		$ -	1	$ 171		$ -	6	$ 774	4	$ 436		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	705	Final Design - Cover, Notes,Typ. Section, Details	**18**	**$ 1,770**	$ 1,770		$ -		$ -		$ -		$ -		$ -	6	$ 654		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 436		$ -	8	$ 680		$ -
	706	Final Design - Survey Control, Erosion Control, Demolition Plan	**15**	**$ 1,487**	$ 1,487		$ -		$ -	1	$ 171		$ -		$ -		$ -		$ -		$ -	1	$ 159	1	$ 137		$ -		$ -		$ -		$ -	12	$ 1,020		$ -
	707	Final Design - Grading, Utility & Signage/Striping Plans	**20**	**$ 2,016**	$ 2,016		$ -		$ -	2	$ 342		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	6	$ 654		$ -	12	$ 1,020		$ -
	708	Final Design - QC/QA, Prepare Construction Drawings & Estimate	**26**	**$ 3,049**	$ 3,049	1	$ 229	1	$ 192	2	$ 342		$ -	4	$ 516	6	$ 654		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 436		$ -	8	$ 680		$ -
$ 1,252	**800**	**BIDDING SUPPORT- Campus Drive**	**0**	**$ -**	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	801	Bidding Support	**7**	**$ 1,252**	$ 1,252		$ -	5	$ 960		$ -	2	$ 292		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
		Campus Drive Subtotal	**427**	**$ 50,470**	**$ 50,466**	**2**	**$ 458**	**11**	**$ 2,112**	**25**	**$ 4,275**	**62**	**$ 9,052**	**28**	**$ 3,612**	**29**	**$ 3,161**	**2**	**$ 318**	**12**	**$ 1,692**	**7**	**$ 1,113**	**8**	**$ 1,096**	**0**	**$ -**	**12**	**$ 2,448**	**62**	**$ 6,758**	**16**	**$ 1,536**	**148**	**$ 12,580**	**3**	**$ 255**
		Grand Total	**1047**	**$ 124,330**	$ 124,323	12	$ 2,748	23	$ 4,416	91	$ 15,561	109	$ 15,914	82	$ 10,578	91	$ 9,919	5	$ 795	20	$ 2,820	15	$ 2,385	19	$ 2,603	8	$ 1,072	20	$ 4,080	166	$ 18,094	48	$ 4,608	332	$ 28,220	6	$ 510

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Recorder's and Sheriff's Office Remodel - Wasatch West Contracting
ITEM TYPE:	Bid Award
FISCAL IMPACT:	$142,148.00 - GL #10-19-41950-7211
APPLICANT:	Jeff Weber

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
Yes

PREPARED BY:
Jeff Weber, Public Works

PRESENTED BY:
Jeff Weber

RECOMMENDATION:
Staff recommends that the City Council award the bid for the Recorder's and Sheriff's Office Remodel in the amount of $142,148 to Wasatch West Contracting and authorize the Mayor to sign the contract.

BACKGROUND:
Currently Eagle Mountain City Hall consists of multiple department offices. The City is looking to remodel the Recorder's and Sheriff's Office space including removing walls and constructing new walls in the areas specified in the construction drawings. $150,000 was budgeted in the FY2023 budget.

The following are the bids received for this project:
Wasatch West Contracting - $142,148
OMA Construction - $150,000

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Wasatch West Contracting Bid

Bid List

WASATCH WEST CONTRACTING, LLC
PO Box 160442 · Clearfield, UT 84016 · P. 801.820.5320 F.801.823.2242

LETTER OF TRANSMITTAL

4/6/2023

Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84005

RE: Recorder's and Sheriff's Office Remodel
1650 E Stagecoach Run
Eagle Mountain, UT 84005

Melissa Yeats,

We are submitting the following Bid Proposal for your review and consideration. We acknowledge 2 Addenda. Attached is the information indicated in the Invitation to Bid:

1. Letter of Transmittal
2. Executive Summary
3. Cost Proposal
4. Bid Form

Insurance Requirements
Timeline
Bid Bond
Vendor Prequalification

Please let us know if you have any questions or need additional information.

Sincerely,

Brian Evenson – Estimator
(801) 455-1652
brian@wasatchwestllc.com

Company Background / Experience

Wasatch West Contracting, LLC

PO Box 160442

Clearfield, UT 84016

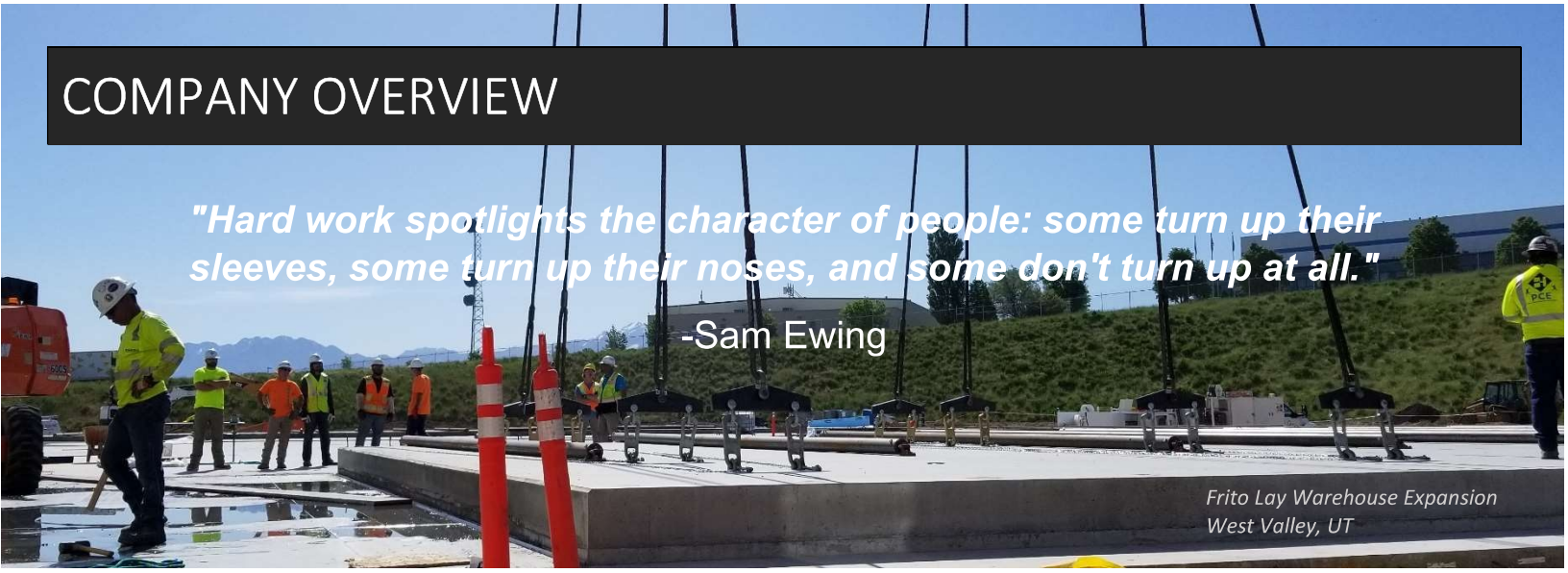
(801) 820-5320

State of Utah License No. 7072115-5501; E-100, B-100



USTAR Innovation Center
Clearfield, UT

COMPANY OVERVIEW



Since 2008, we've been in the pursuit of greatness, achieved through the development of our people, processes, and projects.

A Track Record of Success

Wasatch West Contracting was established over a decade ago during one of the worst global recessions since World War II. It is estimated that when the recession reached an all-time low over 16% of construction companies had disappeared. While other construction firms were going out of business, Wasatch West was actually *growing* in business- a testament to the quality of our work.

Over this decade of growth Wasatch West has expanded its geographical reach to include Utah, Idaho, and Wyoming, providing a variety of construction services to a diverse group of clients in both public and private sectors. Some of our more notable projects include neighborhood parks, multi-story banks, professional office space, concrete tilt-up warehouses, restaurants, and retail spaces. This wealth of experience coupled with our in-house capabilities have allowed us to consistently deliver highly competitive and quality construction work, even during times when other companies have struggled.

At Wasatch West we believe that maintaining focus on our Core Values in all aspects of our operations has led to our continued success. These values are the essence of our company's identity and summarize the purpose of our existence.

Core Values

- *Professional*
- *Accountable*
- *Integrity*
- *Continuous Improvement*
- *Above & Beyond*

Managing Expectations

Wasatch West believes in the value of long-term relationships, both internally and externally. Our core mission is to provide superior quality products and services for our clients through innovation and teamwork. We accomplish this mission through careful orchestration of experienced employees, subcontractors, and design partners in a reliable and professional manner.

Wasatch West utilizes superior building practices and concise communication throughout all phases of every project, ensuring that a quality relationship leads to a quality product. From contract award to project close, our team is in constant communication with our suppliers, subcontractors, design partners, and our clients. Wasatch West clients can anticipate the innovative ideas, methods, and practices that give them the best value for their investment while still maintaining the quality they deserve.

SERVICES

Ground Up

A ground up construction project is constructing a building completely from scratch where no building existed before.

- Office Buildings
- Warehouse / Flex Space
- Self Storage
- Manufacturing
- Maintenance Facility
- Pre-Engineered Metal Buildings

Remodel & Tenant Improvements (T.I.)

Remodel works to improve upon or transform the existing design and layout of a space or building.

- Office & Classroom
- Restaurants
- Retail
- Exterior Upgrades

Civil & Site

Construction projects that are designed and planned by consulting civil engineers. These projects involve the maintenance, design and construction of both natural and physically built environments.

- Site Development (Parking, Roadway, & Utilities)
- Pre-Cast Walls
- Playgrounds
- Parks
- Grading & Earthwork

Tilt-Up

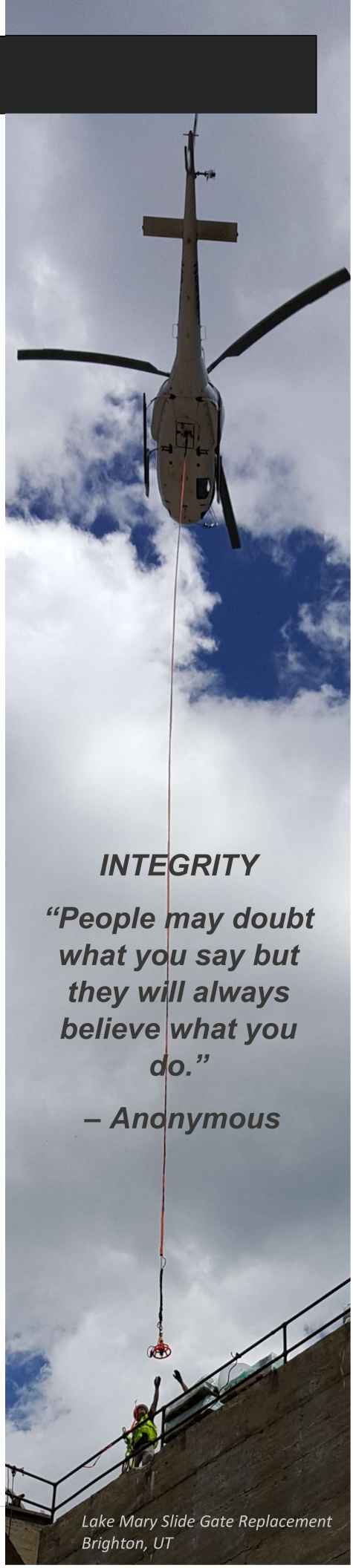
Tilt-up concrete construction is a proven method for building a variety of commercial and industrial structures with speed, safety, and construction cost benefits.

- Office
- Warehouse
- Flex Space
- Manufacturing
- Athletic Structures

Design/Build

Design-build project delivery involves the owner managing only one contract with a single point of responsibility, ensuring the collaborative communication that we strive for.

- Pre-Engineered Metal Buildings
- Concrete Tilt Up Buildings
- Office Buildings
- Manufacturing Facilities



Lake Mary Slide Gate Replacement
Brighton, UT

CURRENT PROJECTS – WASATCH WEST CONTRACTING

OWNER	PROJECT	LOCATION	AMOUNT
2023			
Property Reserve	Continental Bank Office TI	Salt Lake City, UT	$38,009
Four Peaks Capital	Clearfield Junction Concrete Repairs	Clearfield, UT	$105,868
DFCM	Ogden Courthouse Main Entrance Remodel	Ogden, UT	$473,355
Salt Lake City	Fire Station No. 9 Masonry Repairs	Salt Lake City, UT	$185,298
SLCC	SLCC Tennis Court Replacement	Taylorsville, UT	$665,529
Ryan Dowdle	Heber Warehouse Bldg A	Heber City, UT	$1,894,991

PAST PROJECTS – WASATCH WEST CONTRACTING

OWNER	PROJECT	LOCATION	AMOUNT
2023			
USI	USI Windows Tenant Improvement	Saint George, UT	$357,910
Campman	Campman Tenant Improvement	Bluffdale, UT	$713,225
DFCM	DHC New Portables SL/Weber Valleys	SLC/Ogden, UT	$1,611,847
Granite School District	Freemont Elementary Concrete Repairs	Taylorsville, UT	$364,896
2022			
DFCM	Tax Commission Stucco & Windows	Salt Lake City, UT	$1,044,450
DFCM	Tax Commission & DNR Concrete Repairs	Salt Lake City, UT	$135,555
UDOT	Lehi MS4	Lehi, UT	$939,892
Larkin Sunset Gardens	New Outdoor Mausoleum – Phase 1	Sandy, UT	$97,771
Kimball Equipment	Kimball Equipment Concrete Piers	Salt Lake City, UT	$85,003
Davis School District	Central Davis Junior High Canopy	Layton, UT	$195,060
Davis School District	Viewmont High Structural Repairs	Bountiful, UT	$180,101
DFCM	DHS Restroom Floor Replacement	Clearfield, UT	$93,293
Salt Lake City	11th Ave Park Pavilion Path and Signage	Salt Lake City, UT	$332,615
Granite School District	Rolling Meadows Elem Security Remodel	Salt Lake City, UT	$218,410
Jordan School District	Southland Elementary Stage Remodel	West Jordan, UT	$409,767
DFCM	UDOT Maintenance Station Windows	Blanding, UT	$146,676
Salt Lake City	Bridge to Backman	Salt Lake City, UT	$507,933
Layton City	Ellison Park Pickleball Complex	Layton, UT	$1,374,112
Salt Lake School District	Bryant Middle School Retaining Wall	Salt Lake City, UT	$58,111

OWNER	PROJECT	LOCATION	AMOUNT
Orem City	Scera Park Pool Drainage Project	Orem, UT	$223,171
State of Utah	WSU Heat Plant Infill Phase 1	Ogden, UT	$771,723
State of Utah	Aneth Bus Building	Aneth, UT	$941,992
Ryan Dowdle	Heber Warehouse Bldg B	Heber City, UT	$1,798,818
2021			
State of Utah	Tax Commission Concrete Repairs	Salt Lake City, UT	$161,709
White City Water District	District Administration Building	Sandy, UT	$2,191,000
Controw Properties LLC	GP Motors Office Building	Kaysville, UT	$2,846,842
Croft Holding Trust	Farmington Bay Storage Phase III	Farmington, UT	$2,694,441
Granite School District	Taylorsville High Site Improvement	Taylorsville, UT	$539,700
Davis School District	Meadowbrook Elem Office Remodel	Bountiful, UT	$259,675
State of Utah	Edge of Cedars Visitors Center Carpet	Blanding, UT	$147,597
Granite School District	GEC Office & Conference Room Remodel	Salt Lake City, UT	$274,731
Granite School District	GTI Annex Fire Sprinkler Project	Salt Lake City, UT	$199,568
Davis School District	Lincoln Elementary Site Renovation	Layton, UT	$1,180,497
Syracuse City	Public Works Noise Wall	Syracuse, UT	$188,356
UDOT	Tie Fork Rest Area Concrete Repairs	Spanish Fork, UT	$269,683
City of North Salt Lake	NSL Public Works Settling Basins	North Salt Lake, UT	$372,000
Davis County	Davis Co Justice Complex Skylights	Farmington, UT	$158,193
State of Utah	UDOT Bothwell MS4	Tremonton, UT	$546,044
UDOT	Clearfield Maintenance Site Rehab	Clearfield, UT	$515,000
2020			
Salt Lake County	SLCO Mezzanine Addition	Salt Lake City, UT	$249,310
Eagle Mountain City	Eagle Mountain Wash Bay	Eagle Mountain, UT	$144,101

OWNER	PROJECT	LOCATION	AMOUNT
Work Activity Center Inc.	Work Activity Center Gym Remodel	West Valley City, UT	$113,322
Jordan School District	JATC South Wall and New Classroom	West Jordan, UT	$128,350
University of Utah	UHC Roof Replacement	Salt Lake City, UT	$241,500
Weber County	Archery Building Phase II	Ogden, UT	$422,033
Granite School District	Hunter High Press Box & Coaches Offices	West Valley, UT	$1,025,492
Granite School District	Elk Run Security Remodel	Magna, UT	$349,730
Thai In Town, LLC	Thai In Town TI	Bountiful, UT	$126,000
Wadman Corp	Cubiscan Expansion	Farmington, UT	$242,881
University of Utah	UHC Roof Replacement	Salt Lake City, UT	$241,500
Kaysville Pro Building	Kaysville Pro Building Phase II	Kaysville, UT	$2,346,396
Weber County	Archery Building	Ogden, UT	$648,437
Granite School District	GEC Remodel	Salt Lake City, UT	$370,400
Davis School District	Clearfield HS Music Room Remodel	Clearfield, UT	$662,844
2019			
UVU	GT Loading Dock Enclosure	Orem, UT	$214,508
University of Utah	NHMU South Terrace Shade Structure	Salt Lake City, UT	$195,400
Davis School District	Layton HS Weld Shop Remodel	Layton, UT	$432,090
State of Utah	OWTC – Water System & Pump House	Ogden, UT	$379,140
Palau Enterprises, LLC	Aloha Behavioral Addition	Harrisville, UT	$380,311
University of Utah	Student Services Bldg Deck Improvement	Salt Lake City, UT	$367,901
SLCC	TRC Technology Bldg Window Replacement	Taylorsville, UT	$343,000
Davis School District	Layton High Welding Shop Remodel	Layton, UT	$441,468
Schreiber Foods	Project Carew Warehouse Addition	Logan, UT	$664,128
Layton City	Joseph Hill Cabin Plaza Improvements	Layton, UT	$119,966

OWNER	PROJECT	LOCATION	AMOUNT
M Cycle	M Cycle TI	Salt Lake City, UT	$360,000
South Jordan City	Springfield Community Precast Fence	South Jordan, UT	$487,646
Mtn Land Phys Therapy	Mtn Land Phys Therapy TI	Tooele, UT	$62,404
University of Utah	Diabetes Center Remodel	Salt Lake City, UT	$212,734
Murdoch’s	Murdoch’s Store Exterior Remodel	Evanston, WY	$476,707

III. BID SCHEDULE

Item Number	Description	Estimated Quantity	Unit	Unit Price	Amount
1	Recorder's Office Remodel	1	LS		**$56,859.00**
2	Sheriff's Office Remodel	1	LS		**$85,289.00**
Total Bid Schedule items 1-2					**$142,148.00**
Total Bid Amount in Words **One Hundred Forty Two Thousand One Hundred Forty Eight Dollars**					

WASATCH WEST CONTRACTING, LLC
PO Box 160442 · Clearfield, UT 84016 · P. 801.820.5320 F.801.823.2242

TIMELINE

4/6/2023

Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84005

RE: Recorder's and Sheriff's Office Remodel
1650 E Stagecoach Run
Eagle Mountain, UT 84005

We are estimating the project schedule to be as follows:

Contracts and Insurance	7 Days
Mobilization	2 Days
Construction	42 Days
Final Inspection	2 Days
Punch List	7 Days
Total	60 Days

EAGLE MOUNTAIN BID OPENING for
Recorder's Sheriff's Office Remodel Project EMC-FY23-19

Opening Date:	April 6th, 2023				
		Complete Bid			
	Bidder / Vendor	YES	NO	Total Amount	Awarded
1	OMA Construction Company			150,000.00	
2	Wasatch West Contractin			142,148.00	
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Opened by:
Melissa Yates

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Smith Ranch Community Park Project - General Contractor - S&L Inc.		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	$3,922,522.21		
APPLICANT:	Brad Hickman		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends the City Council award the Smith Ranch Community Park Project bid award to S&L Inc. in the amount of $3,922,522.21 and authorize the Mayor to sign the contract.

BACKGROUND:
The City received bids through a formal bid proposal process. S&L Inc. was the low bidder with a bid amount of $4,439,433.00. Since receiving the bids, staff has discussed value engineering some items on the project to reduce the cost. The reduced contract cost is $3,822,522.21.

During the value engineering process, staff made substitutions to the project while still maintaining the completeness the City desires with this project. Examples include removing fencing around the skatepark with the understanding that fencing can be installed in the future, if needed. Precast concrete benches were replaced with a generic bench in a section of the park, the pavilions were removed from the general contractor bid and will be owner-provided through Big T Recreation, and staff made alterations to the landscape plan to reduce the amount of rock mulch and plants, but not trees. Staff believes the value of these changes are pertinent and will help the bottom line on the project.

Also included in the bid award is a $100,000 in contingency for this project, which equates to approximately 2.6% of the total contract

cost. This brings the total bid award to $3,922,522.21.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Bid Value Engineering - S&L
Bid List

Smith Park Bid Estimate - S & L - Value Engineering

		Quantity	Unit	Unit cost		Revised	Revised	
1	Mobilization	1		$ 200,000.00	$ 200,000.00	1	$ 200,000.00	$ 200,000.00
3	Clearing and grubbing	479160		$ 0.40	$ 191,664.00	479160	$ 0.40	$ 191,664.00
3	Remove existing asphalt	450		$ 3.00	$ 1,350.00	450	$ 3.00	$ 1,350.00
4	Remove exist concrete	1000		$ 3.00	$ 3,000.00	1000	$ 3.00	$ 3,000.00
5	mass grading	21400		$ 17.00	$ 363,800.00	21400	$ 17.00	$ 363,800.00
6	extend sewer service	60		$ 75.00	$ 4,500.00	60	$ 75.00	$ 4,500.00
7	sewer cleanouts	1		$ 800.00	$ 800.00	1	$ 800.00	$ 800.00
8	extend water service	80		$ 35.00	$ 2,800.00	80	$ 35.00	$ 2,800.00
9	45 degree elbows	2		$ 50.00	$ 100.00	2	$ 50.00	$ 100.00
10	90 degree elbows	1		$ 50.00	$ 50.00	1	$ 50.00	$ 50.00
11	12 HDPE storm drain	650		$ 65.00	$ 42,250.00	650	$ 65.00	$ 42,250.00
12	18" yard drain	2		$ 2,200.00	$ 4,400.00	2	$ 2,200.00	$ 4,400.00
13	2x3 catch basin	3		$ 4,200.00	$ 12,600.00	3	$ 4,200.00	$ 12,600.00
14	2x3 catch basin with snout	2		$ 5,000.00	$ 10,000.00	2	$ 5,000.00	$ 10,000.00
15	5' dia sump	4		$ 20,000.00	$ 80,000.00	4	$ 20,000.00	$ 80,000.00
16	4' dia SD manhole with snout	1		$ 7,000.00	$ 7,000.00	1	$ 7,000.00	$ 7,000.00
17	flared end section with trash rack	1		$ 2,500.00	$ 2,500.00	1	$ 2,500.00	$ 2,500.00
18	riprap	225		$ 15.00	$ 3,375.00	225	$ 15.00	$ 3,375.00
19	concrete sidewalk	29800		$ 9.00	$ 268,200.00	15400	$ 9.00	$ 138,600.00
20	standard duty concrete	1300		$ 9.00	$ 11,700.00	1300	$ 9.00	$ 11,700.00
21	asphalt pavement	25700		$ 4.00	$ 102,800.00	25700	$ 4.00	$ 102,800.00
22	asphalt trail	9900		$ 5.00	$ 49,500.00	24300	$ 5.00	$ 121,500.00
23	flared drive approach	1		$ 4,000.00	$ 4,000.00	1	$ 4,000.00	$ 4,000.00
24	30" type a C&G	700		$ 38.00	$ 26,600.00	700	$ 38.00	$ 26,600.00
25	30" reverse C&G	480		$ 38.00	$ 18,240.00	480	$ 38.00	$ 18,240.00
26	ADA sign	3		$ 600.00	$ 1,800.00	3	$ 600.00	$ 1,800.00
27	ADA ramp	2		$ 1,800.00	$ 3,600.00	2	$ 1,800.00	$ 3,600.00
28	Transfprmer / RMP	1		$ 18,000.00	$ 18,000.00	1	$ 18,000.00	$ 18,000.00
29	Meters	1		$ 17,000.00	$ 17,000.00	1	$ 17,000.00	$ 17,000.00
30	panels	5		$ 4,800.00	$ 24,000.00	5	$ 4,800.00	$ 24,000.00
31	equipment pads	2		$ 1,500.00	$ 3,000.00	2	$ 1,500.00	$ 3,000.00
32	Sidewalk lighting electrical rough	1		$ 50,000.00	$ 50,000.00	1	$ 50,000.00	$ 50,000.00
33	lighting bases	50		$ 2,000.00	$ 100,000.00	50	$ 2,000.00	$ 100,000.00
34	fixtrue O1A	18		$ 3,000.00	$ 54,000.00	18	$ 3,000.00	$ 54,000.00
35	fixtrue O1B	5		$ 3,000.00	$ 15,000.00	5	$ 3,000.00	$ 15,000.00
36	fixtrue O1C	5		$ 3,000.00	$ 15,000.00	5	$ 3,000.00	$ 15,000.00
37	fixtrue O1D	5		$ 3,000.00	$ 15,000.00	5	$ 3,000.00	$ 15,000.00
38	fixtrue O3	8		$ 3,000.00	$ 24,000.00	8	$ 3,000.00	$ 24,000.00
39	fixtrue O4	3		$ 3,000.00	$ 9,000.00	3	$ 3,000.00	$ 9,000.00
40	fixtrue O1S	6		$ 3,000.00	$ 18,000.00	6	$ 3,000.00	$ 18,000.00
41	Conduit	1		$ 30,000.00	$ 30,000.00	1	$ 30,000.00	$ 30,000.00
42	wiring	1		$ 38,000.00	$ 38,000.00	1	$ 38,000.00	$ 38,000.00
43	concrete under playground surfacing (Prep)	2996		$ 9.00	$ 26,964.00	2996	$ 5.00	$ 14,980.00
44	crushed stone paving	4874		$ 4.50	$ 21,933.00	4874	$ 1.00	$ 4,874.00
45	stabilized aggregate paving	2480		$ 4.50	$ 11,160.00	2480	$ 4.50	$ 11,160.00
46	12" wide Mow curb	1317		$ 27.00	$ 35,559.00	1317	$ 25.00	$ 32,925.00
47	12" wide concrete curb at playgrounds	1374		$ 45.00	$ 61,830.00	1374	$ 44.00	$ 60,456.00
48	artificial turf playsurfacing (Prep)	4849		$ 5.00	$ 24,245.00	4849	$ 5.00	$ 24,245.00
49	metal edging	1662		$ 15.00	$ 24,930.00	1662	$ -	$ -
50	segemented wall with stone cap	306		$ 400.00	$ 122,400.00	306	$ 360.00	$ 110,160.00
51	6' high ornamental fence	922		$ 155.00	$ 142,910.00	0	$ 155.00	$ -
52	8' widE ornamental gates	4		$ 2,500.00	$ 10,000.00	0	$ 2,500.00	$ -
53	12'x12' pavillions	4		$ 50,000.00	$ 200,000.00	0	$ 50,000.00	$ -
54	24'x36' pavillion	1		$ 125,000.00	$ 125,000.00	0	$ 125,000.00	$ -
55	prefab restroom prep	1		$ 10,000.00	$ 10,000.00	1	$ 10,000.00	$ 10,000.00
56	trash receptacle	6		$ 1,800.00	$ 10,800.00	6	$ 1,800.00	$ 10,800.00

57	bike rack	2		$	2,500.00	$	5,000.00	2	$ 2,500.00	$ 5,000.00
58	picinic table	12		$	2,300.00	$	27,600.00	12	$ 2,300.00	$ 27,600.00
59	4' precast bench	13		$	4,000.00	$	52,000.00	0	$ 2,500.00	$ -
60	6' precast bench	13		$	7,000.00	$	91,000.00	26	$ 2,800.00	$ 72,800.00
61	hammock poles	14		$	2,500.00	$	35,000.00	14	$ 2,500.00	$ 35,000.00
62	removable steel bollard	8		$	2,800.00	$	22,400.00	8	$ 2,800.00	$ 22,400.00
63	native grass seed	178260	sf	$	1.00	$	178,260.00	198272	$ 1.00	$ 198,272.00
64	turf grass sod	203675	sf	$	1.40	$	285,145.00	212824	$ 1.40	$ 297,953.60
65	deciduous trees	201		$	600.00	$	120,600.00	310	$ 600.00	$ 186,000.00
66	evergreen tree	154		$	600.00	$	92,400.00	86	$ 600.00	$ 51,600.00
67	shrub (5 gallon)	1253		$	60.00	$	75,180.00	1253	$ 60.00	$ 75,180.00
68	ornamental grass (1 gallon)	638		$	25.00	$	15,950.00	469	$ 25.00	$ 11,725.00
69	perennials	322		$	25.00	$	8,050.00	206	$ 25.00	$ 5,150.00
70	1-2" rock cobble (6" deep)	254	cy	$	150.00	$	38,100.00	153	$ 150.00	$ 22,950.00
71	1/4" - 3/4" rock mulch (3" deep)	614	cy	$	165.00	$	101,310.00	342	$ 165.00	$ 56,430.00
72	topsoil in planter beds (12" deep	3000	cy	$	32.00	$	96,000.00	1874	$ 32.00	$ 59,968.00
73	POC	1		$	17,000.00	$	17,000.00	1	$ 17,000.00	$ 17,000.00
74	QCV	10		$	1,000.00	$	10,000.00	10	$ 1,000.00	$ 10,000.00
75	Gate valve	6		$	2,500.00	$	15,000.00	6	$ 2,500.00	$ 15,000.00
76	controller and steel cabinent	1		$	28,000.00	$	28,000.00	1	$ 28,000.00	$ 28,000.00
77	drip tubing	1		$	57,000.00	$	57,000.00	1	$ 57,000.00	$ 57,000.00
78	valves	39		$	2,000.00	$	78,000.00	39	$ 2,000.00	$ 78,000.00
79	drip valves	27		$	2,000.00	$	54,000.00	27	$ 2,000.00	$ 54,000.00
80	spray heads	42		$	40.00	$	1,680.00	42	$ 40.00	$ 1,680.00
81	rotors	270		$	200.00	$	54,000.00	270	$ 200.00	$ 54,000.00
82	main line	3569		$	20.00	$	71,380.00	3569	$ 20.00	$ 71,380.00
83	lateral line	15446		$	4.00	$	61,784.00	15446	$ 4.00	$ 61,784.00
84	wiring	3569		$	6.00	$	21,414.00	3569	$ 6.00	$ 21,414.00
85	sleeving	1126		$	17.00	$	19,142.00	1126	$ 17.00	$ 19,142.00
86	boulders	508		$	100.00	$	50,800.00	254	$ 100.00	$ 25,400.00
	Original Bid					**$**	**4,457,555.00**			**$ 3,710,457.60**
	Scope Reduction									**$ 747,097.40**
	Additional GC's Scope Reduction							**1**	**15%**	**$ 112,064.61**
	Revised Pricing									**$ 3,822,522.21**

EAGLE MOUNTAIN BID OPENING for
Smith Ranch Community Park Project EMC-FY23-13

Opening Date:	March 13, 2023				
		Complete Bid			
	Bidder / Vendor	YES	NO	Total Amount	Awarded
1	BHI			4,836,611.77	
2	S & L			4,439,433.00	
3	Vancon			5,838,335.00	
4					
5					
6					
7					
8					
9					
10					
11					
12					
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Opened by:
Melissa Yates - Purchasing Agent

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Smith Ranch Community Park Project - Playgrounds, Ninja Course, Amenities - Big T Recreation		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	$3,249,701.00		
APPLICANT:	Brad Hickman		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Brad Hickman, Parks and Recreation

PRESENTED BY:
Brad Hickman

RECOMMENDATION:
Staff recommends the City Council award the Smith Ranch Community Park Project bid award to Big T Recreation in the amount of $3,249,701.00 and authorize the Mayor to sign the contract.

BACKGROUND:

In the beginning of this project, staff discussed playground options and received proposals from several different suppliers. Staff choose to work with Big T Recreation based on their concepts. Based on the initial design, the cost estimate for the playground equipment, safety surfacing, and ninja warrior course came to $3,400,000.00. After receiving this price, staff determined to value engineer this component of the park to reduce some of the footprints for the playground areas so remove unusable safety surface. The ninja warrior course was modified to a smaller footprint and is a better course than what was originally proposed. The cost of the of the new proposal with these changes is $3,249,701.00.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Amenities Package Estimate

Pavilion Package Estimate

QUOTE

Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

Date	Quote #
03/03/2023	16342

Exp. Date
05/30/2023

Shipping Address
Eagle Mountain City 1650 E Stagecoach Run Eagle Mountain, UT 84005

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Eagle Mountain City SMITH RANCH COMMUNITY PARK Play Amenities			
Playground Structure	Main Playground Area Custom Playground and Design Package By Playworld	1	786,007.15	786,007.15
Surfacing	Unitary Surfacing Package For Main Playground Area Depth Based on CFH Includes Supply and Installation of Surfacing Freight/Shipping/Handling Dumpster Garbage Removal (Site Prep and Compacted Base By Others Not Included)	1	265,050.00	265,050.00
Installation	Installation Services for Main Playground Area	1	235,602.10	235,602.10
Playground Structure	Big Log Mound Playground Area Custom Playground Environment and Design Package	1	470,300.00	470,300.00
Surfacing	Unitary Surfacing Package For Big Log Mound Playground Area Depth Based on CFH Includes Supply and Installation of Surfacing Freight/Shipping/Handling Dumpster Garbage Removal (Site Prep and Compacted Base By Others Not Included)	1	151,133.00	151,133.00
Installation	Installation Services for Big Log Mound Playground Area	1	117,872.00	117,872.00
Playground Structure	Nature Play Structure Area with Zip Line and Swings Custom playground	1	417,221.00	417,221.00
Surfacing	Unitary Surfacing Package For Nature Play Playground Area Depth Based on CFH Includes Supply and Installation of Surfacing Freight/Shipping/Handling Dumpster Garbage Removal (Site Prep and Compacted Base By Others Not Included)	1	186,631.00	186,631.00
Installation	Installation Services for Nature Play Structure , Zipline and Swings	1	116,491.00	116,491.00
Freight	Freight Combined for 3 Play Areas	1	86,178.00	86,178.00
Independent	Outdoor Ninja Fitness Course 3	1	219,613.00	219,613.00
Surfacing	Unitarity Surfacing Package Recommend Syth Athletic Turf 3,910 Estimated Use Zone Area	1	78,112.00	78,112.00

Installation	(Site Prep and Compacted Base By Others Not Included) Installation Services for Ninja Fitness Course 3 Reference State Contract UT-2568 for Available Equipment Purchase Reference Sourcewell Contract #0101721 and #010521-LTS Tax has not been added to this quote City Tax Exempt Certificate Required at Time of Order	1	43,922.75	43,922.75

SUBTOTAL	
TAX	
TOTAL	$3,174,133.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft @bigTrec.com or merit@bigTrec.com.

We thank you for your business.

Eagle Mountain Smith Park

Custom products are shown as conceptual.

PLAYWORLD
The world needs play.

Eagle Mountain Smith Park

Custom products are shown as conceptual.

PLAYWORLD
The world needs play.

Smith Ranch Park

Eagle Mountain, UT
10864r2
10/17/2022

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BIG T RECREATION

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Smith Ranch Park

Eagle Mountain, UT
10864r2
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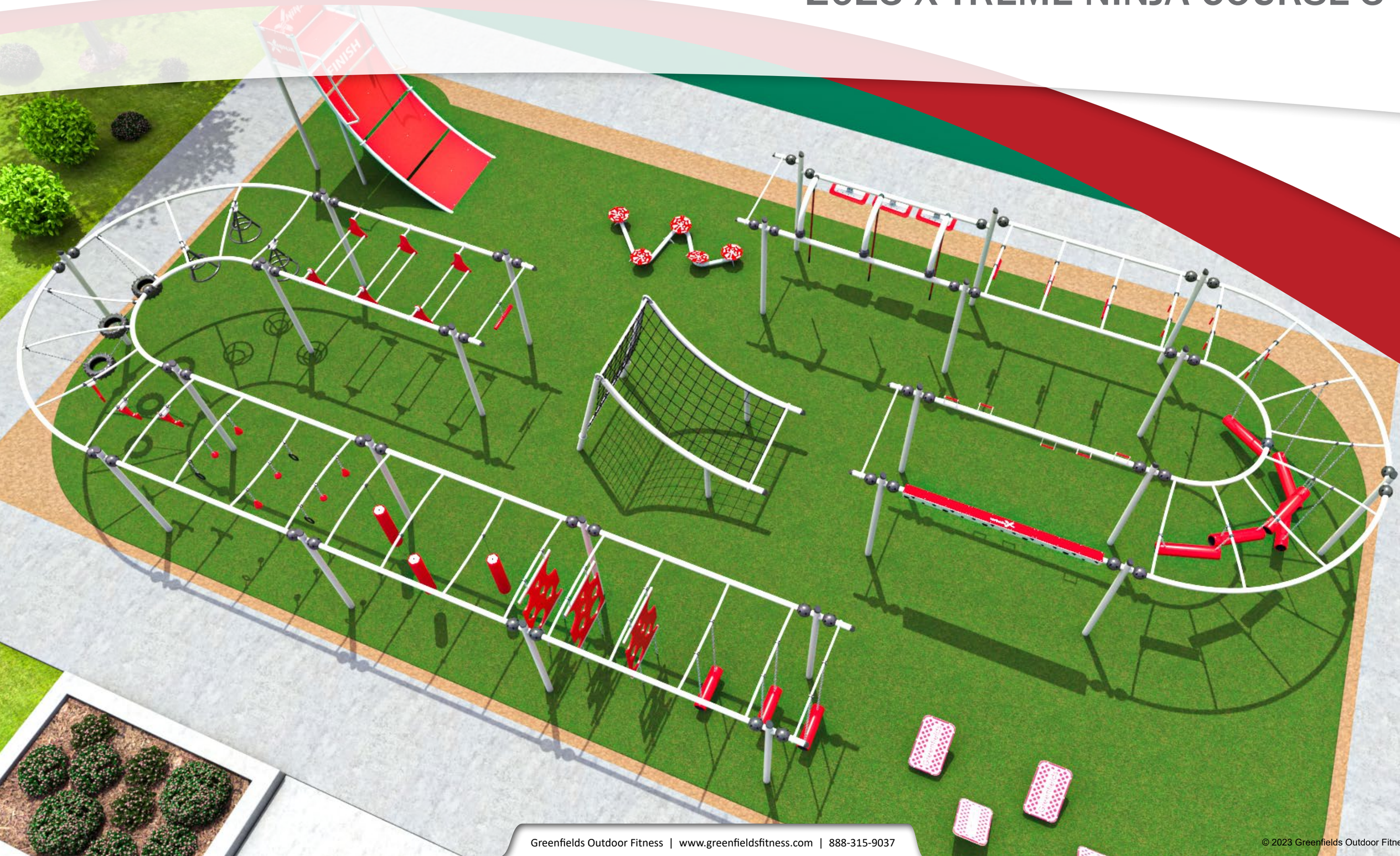
BIG T RECREATION

cre8play

Greenfields Outdoor Fitness

2023 X-TREME NINJA COURSE 3



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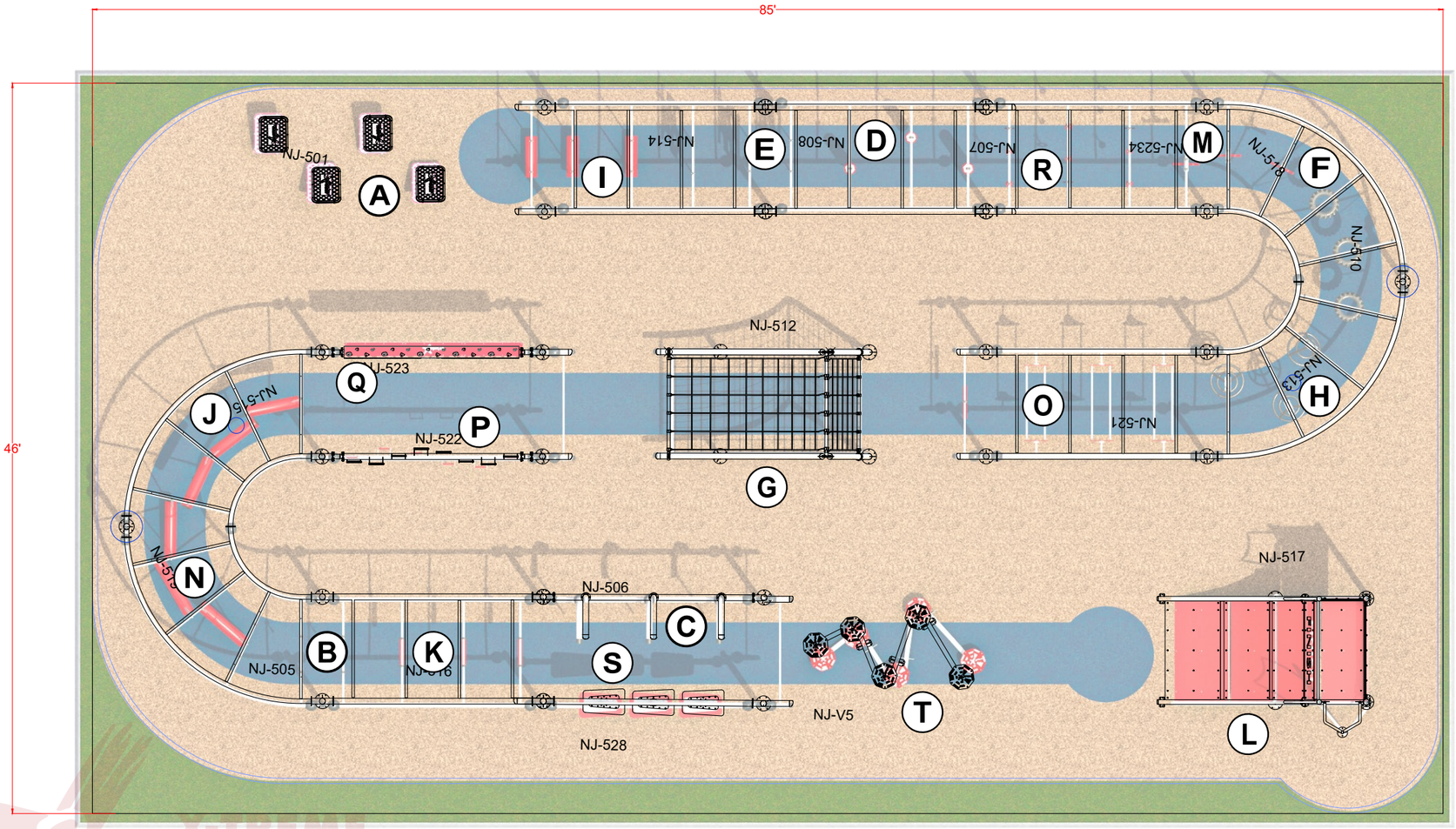
2023 X-TREME NINJA COURSE 3



COURSE FEATURES:

A	Slanted Jump Boards	NJ-501
B	Swinging Pins	NJ-505
C	Swinging Ropes	NJ-506
D	Hanging Beams	NJ-507
E	Cheese Walls	NJ-508
F	Tire Swings	NJ-510
G	Spider Web Climber	NJ-512
H	Rotating Cone Wheels	NJ-513
I	Burmese Floating Bridge	NJ-514
J	Spider Walk	NJ-515
K	Trapeze Trainers	NJ-516
L	Finish Wall	NJ-517
M	Swings	NJ-518
N	Hovering Beams	NJ-519
O	Toggle Pull-Up Triangles	NJ-521
P	Rotating Poles	NJ-522
Q	Rock Wall	NJ-523
R	Rings, Grip Balls, & Cones	NJ-5234
S	Hanging Platforms	NJ-528
T	Vertigo 5 Trainer	NJ-V5

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QUOTE

Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

Date	Quote #
04/10/2023	16483

Exp. Date
05/30/2023

Shipping Address
Eagle Mountain City 1650 E Stagecoach Run Eagle Mountain, UT 84005

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Smith Ranch Park Pavilion Package			
Pavilion	24 x 34 Double Tier Gable Shelter By Americana Outdoors Extended Gable Decoration, 6 Column Design Metal R Panel Roofing 26ga. Includes Stamped Drawings	1	48,770.00	48,770.00
Pavilion	12 x 12 Double Tier Shelter By Americana Outdoors Extended gable decoration, 4 Column Design Metal R Panel Roofing 26ga. Includes Stamped drawings	2	10,199.00	20,398.00
Freight	Freight	1	6,400.00	6,400.00
	Supply Only Installation is Not Included or Part of This Quote Installation Not Included			
	Tax has not been added to this quote. City Tax Exempt Certificate Required at Time of Order			

SUBTOTAL	
TAX	
TOTAL	$75,568.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft @bigTrec.com or merit@bigTrec.com.

We thank you for your business.

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Wastewater Treatment Plant Headworks Facility Change Order #2 - VanCon, Inc.		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	$12,797.95		
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 approve change order number 2 in the amount of $12,797.95 for the Wastewater Treatment Plan Headworks Facility Project.

BACKGROUND:
Justification 04: The design documents required the contractor to furnish level sensors for the screen channels (total of 4 instruments). The equipment package from Huber includes these level sensors, meaning the contractor no long needs to furnish the instruments. Accordingly, they are offering this credit for removal of the instruments. Credit $3,875.51

Justification 05: The new 24" headworks effluent line crosses an existing storm drain line and 3" water line. During installation, it was discovered that the existing pipes are slightly deeper than indicated in record drawings, forcing the 24" line to be installed deeper than originally designed. There is not enough horizontal space to level out the new line with its connection point on existing piping, requiring one additional fitting to complete the installation. Cost $11,266.48

Justification 06: The 10" drain line from the headworks connects to an existing manhole on the gravity sewer system feeding into the influent lift station. Upon installing the 10" line at the manhole, it was discovered that the existing manhole includes a concrete access platform roughly 10-feet down from the rim elevation. The manhole

is very deep and the platform was installed for safety and to facilitate access below. The 10" penetrated the manhole above this platform, and it was determined with City staff that the space is too tight to accommodate the 10" pipe, fittings, and floor penetration while providing adequate safe working space at the platform. Accordingly, it was proposed to drop the 10" line outside of the manhole using two (2) 22.5 degree fittings, allowing the 10" pipe to penetrate below the platform and avoid congesting the area above. Cost $4,858.45

Please find additional details in the attached documentation.

The original contract price was $3,980,000.
CO#1: $14,547.53
CO#2: $12,797.95
Total Contract Price: $4,006,797.95
Budget: $4,020,000.00

The original bid tabulation for the three bids provided is as follows:
VanCon: $3,980,000
FX : $4,482,000
Nelson Bros: $4,623,298.35

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Change Order #2

00941 - CHANGE ORDER

ORDER NO. 04-06

DATE 03/13/2023

CONTRACT FOR: **Eagle Mountain City WWTP Headworks Building**

OWNER: Eagle Mountain City

TO: **Van Con**
(Contractor)

You are hereby requested to comply with the following changes from the Contract Documents, Plans and Specifications:

Description of Changes (Supplemental Plans & Specifications Attached)	Item	Decrease Contract Price	Increase Contract Price
3-Remove redundant level sensors from contractors scope		$3,875.51	
5- Changes to 10" gravity drain line			$11,266.48
6- Additional 24" 11.25 degree bend			$4,858.45

JUSTIFICATION:
See summaries on following page.

Net Contract *Increase $12,249.42*

The amount of the Contract Price will be (increased) by the sum of: ($ $12,249.42).

The Contract Price including this and previous Change Orders will be:

Four million six thousand seven hundred ninety-seven dollars and ninety-five cents. ($ $4,006,797.95).

This document will become a modification to the Contract and all provision will apply hereto.

Requested Clint Bastian — **03/13/2023**
(Contractor) (Date)

Recommended Eric Sahm — **03/16/2023**
(Engineer) (Date)

Approved _____ _____
(Owner) (Date)

Justification 04:
The design documents required the contractor to furnish level sensors for the screen channels (total of 4 instruments). The equipment package from Huber includes these level sensors, meaning the contractor no long needs to furnish the instruments. Accordingly, they are offering this credit for removal of the instruments.

Justification 05:
The 10" drain line from the headworks connects to an existing manhole on the gravity sewer system feeding into the influent lift station. Upon installing the 10" line at the manhole, it was discovered that the existing manhole includes a concrete access platform roughly 10-feet down from the rim elevation. The manhole is very deep and the platform was installed for safety and to facilitate access below. The 10" penetrated the manhole above this platform, and it was determined with City staff that the space is too tight to accommodate the 10" pipe, fittings, and floor penetration while providing adequate safe working space at the platform. Accordingly, it was proposed to drop the 10" line outside of the manhole using two (2) 22.5 degree fittings, allowing the 10" pipe to penetrate below the platform and avoid congesting the area above.

Justification 06:
The new 24" headworks effluent line crosses an existing storm drain line and 3" water line. During installation, it was discovered that the existing pipes are slightly deeper than indicated in record drawings, forcing the 24" line to be installed deeper than originally designed. There is not enough horizontal space to level out the new line with its connection point on existing piping, requiring one additional fitting to complete the installation.

PCO 4 - Credit for duplicated LITs

(for extra work, time & materials, and other charges)

Date:	3/9/2023

Project Name: *Eagle Mtn. Headworks* **Contract No.:** 2220

Project No.: 001742C

Description and Location of Work Performed: *Deduct 4 each Ultrasonic Level Transducers Tag #'s: LT-02211A, LT-02211B, LT-02221A, LT-02221B*

LABOR

Employee	Classification	HOURS Mon	Tues	Wed	Thur	Fri	Sat	Sun	Total Hours	Rate	Total
Mechanical Foreman											$ -
Mechanical laborer											$ -
Supervison											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
											$ -
										$ -	$ -

Labor Subtotal: $ -

EQUIPMENT

Description		HOURS Mon	Tues	Wed	Thur	Fri	Sat	Sun	Total Hours	Rate	Total
Crew Pickup Truck										$ 23.71	$ -
											$ -
											$ -
											$ -

Equipment rate calculated as follows: (Blue Book monthly rate/176) + EOC for owned equipment & invoiced price for rented equipment.

Equipment Subtotal: $ -

MATERIALS & OTHER CHARGES

Description	Quantity	Unit Cost	Total
Deduct LITs	1	$ (3,875.51)	$ (3,875.51)
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Materials & Other Subtotal: $ (3,875.51)

SUBCONTRACTOR COSTS

Description	Quantity	Unit Cost	Total
			$ -
			$ -
			$ -
			$ -
			$ -

Subcontractor Costs: $ -

Labor Subtotal:	$ -
Equipment Subtotal:	$ -
Materials & Other Subtotal:	$ (3,875.51)
Subcontractor Costs:	$ -
Markup on Labor, Materials & Other Costs:	$ -
5% Contractor overhead on Subcontractor Costs:	$ -
TOTAL:	**$ (3,875.51)**

CONTRACTOR REPRESENTATIVE (Signature)

CONSTRUCTION MANAGER REPRESENTATIVE (Signature)

VAN CON INC
GENERAL ENGINEERING CONTRACTORS
"We Dig UTAH!"

PCO 5 - 10" drain line drop to get discharge into exist MH below MH 2nd lid

(for extra work, time & materials, and other charges)

Date:	3/9/2023

Project Name: ***Eagle Mtn. Headworks*** **Contract No.:** **2220**

Project No.: **001742C**

Description and Location of Work Performed: *Dwg 01C203 shows the invert of the 10" at exist MH IE4791.55. There is a secondary MH lid in this existing MH*
It was determined the 10" line needs to discharge into the existing MH below the 2nd lid. Herein are the cost for making these adjustments.
This requires trench boxes and other safety precautions due to tieing into the existing MH below the secondary lid.

LABOR

Employee	Classification	HOURS Mon	Tues	Wed	Thur	Fri	Sat	Sun	Total Hours	Rate	Total
Pipe Laborer									44	$ 43.82	$ 1,928.08
Pipe Foreman									22	$ 57.26	$ 1,259.72
Supervison									10	$ 74.05	$ 740.50
											$ -
											$ -
											$ -
											$ -
											$ -
										$ -	$ -

Labor Subtotal: $ 3,928.30

EQUIPMENT

Description		HOURS Mon	Tues	Wed	Thur	Fri	Sat	Sun	Total Hours	Rate	Total
Crew Pickup Truck									35	$ 23.71	$ 829.85
Trench Boxes and safety devices									25	$ 25.00	$ 625.00
											$ -
											$ -

Equipment rate calculated as follows: (Blue Book monthly rate/176) + EOC for owned equipment & invoiced price for rented equipment.

Equipment Subtotal: $ 1,454.85

MATERIALS & OTHER CHARGES

Description	Quantity	Unit Cost	Total
10" - 22.5 elbows or 45 elbows MJ	2	$ 312.80	$ 625.60
10" - MJ Sleeve	1	$ 320.45	$ 320.45
10" - Megalugs	6	$ 358.00	$ 2,148.00
Patch Hole above 2nd lid	1	$ 250.00	$ 250.00
Grout around penetration below 2nd lid	1	$ 150.00	$ 150.00
			$ -
			$ -

Materials & Other Subtotal: $ 3,644.05

SUBCONTRACTOR COSTS

Description	Quantity	Unit Cost	Total
Core drill into manhole below 2nd lid	1	$ 843.05	$ 843.05
			$ -
			$ -
			$ -
			$ -

Subcontractor Costs: $ 843.05

Labor Subtotal:	$ 3,928.30
Equipment Subtotal:	$ 1,454.85
Materials & Other Subtotal:	$ 3,644.05
Subcontractor Costs:	$ 843.05
15% Markup on Labor, Materials & Other Costs:	$ 1,354.08
5% Contractor overhead on Subcontractor Costs:	$ 42.15
TOTAL:	**$ 11,266.48**

CONTRACTOR REPRESENTATIVE (Signature)

CONSTRUCTION MANAGER REPRESENTATIVE (Signature)

VanCon, Inc.
1825 North Mountain Springs Pkwy.
Springville, UT 84663
Phone: 801-491-8898 Fax: 801-491-8883

REQUEST FOR INFORMATION

Request from: VanCon Construction	**Attention: Eric Sahm**
1825 North Mountain Springs Pkwy.	**Project Name: Eagle Mtn WWTP Headworks**
Springville, UT 84663	**RFI #: 07**
Phone: 801-491-8898 Fax: 801-491-8883	**Date: 2/16/2023**

Submitted by: Clint Bastian	**Drawing Reference: 01C203**

Request Description:

Dwg. 01C203 Pipe # 3B 10" DIP Headworks drain from the elbow at the west is shown at Elev. 4793.00 and at the manhole 171 ft to the east is at Elev. 4791.55. This equates to 0.85% slope which is basically flat for a drain line. Typically we see 2% slope minimum. The tie-in manhole has a secondary manhole lid in the middle at the top of this secondary lid Elev. 4788.07.
Presently the elbow at the west is installed at Elev. 4792.62 and if we maintain a 2% slope the invert Elev. where we tie-in into the manhole will be at Elev. 4788.95 which is 0.88 ft above this secondary lid is this acceptable?

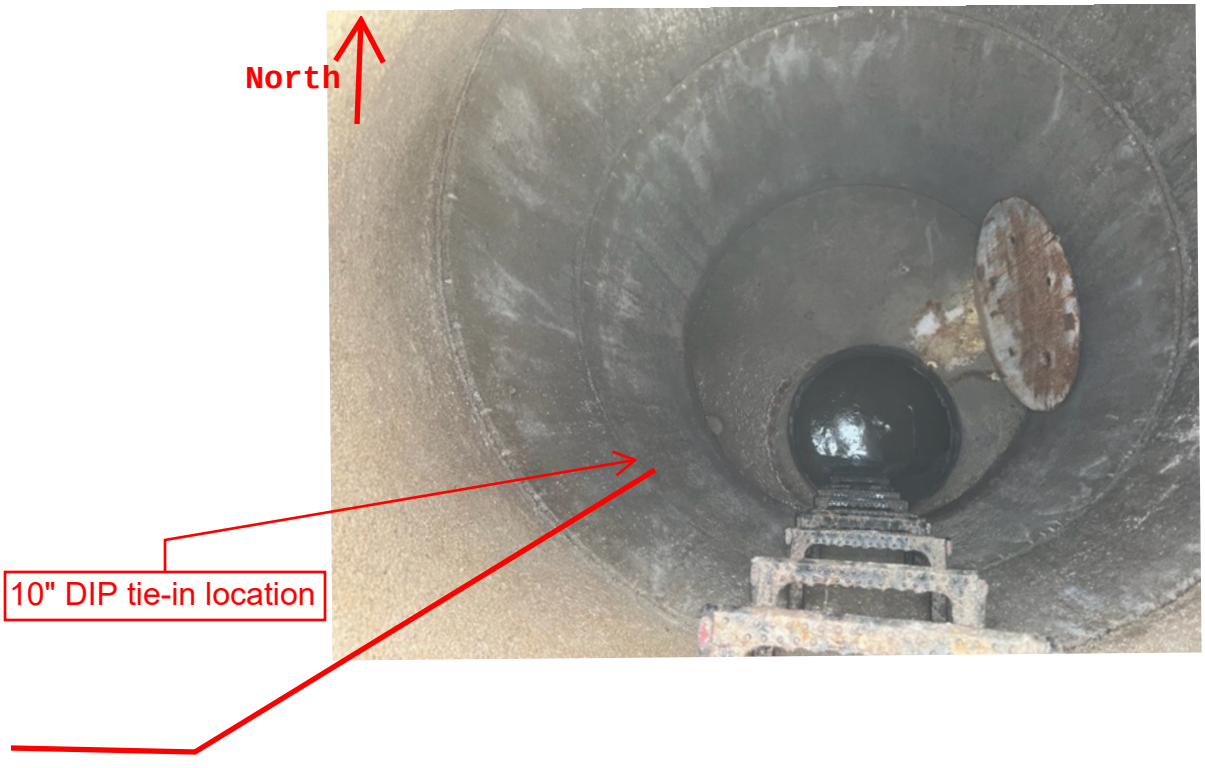
See profile below.
Please advise?

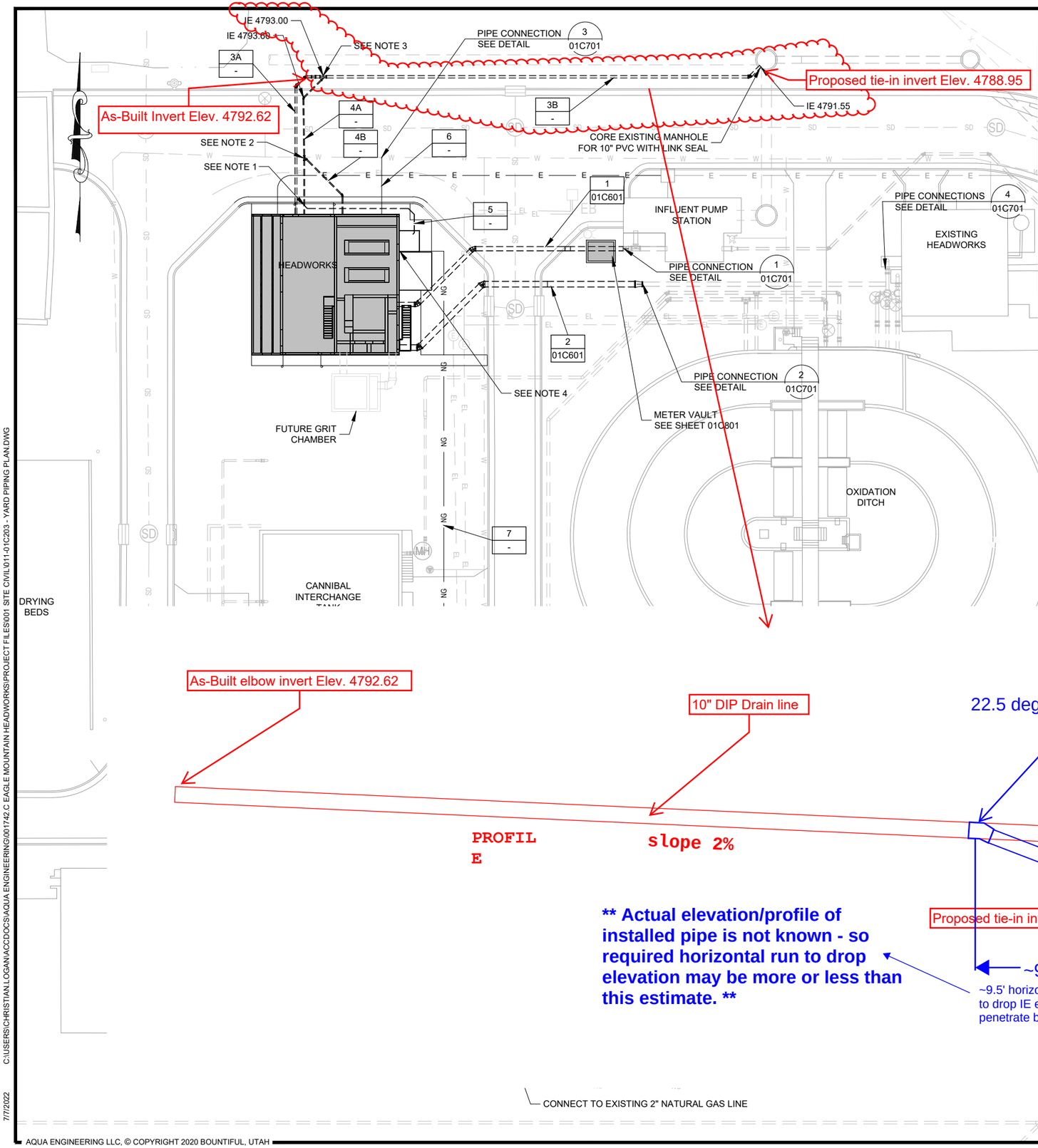
Responses:

After conversing with the City - the space is considered too confined to accommodate additional piping 10" piping and fittings in the manhole while allowing for proper access and maneuverability for staff. The preference is to install 2 fittings (e.g. 22.5 bends) on the sloped pipe run leading to the manhole to drop the elevation as needed to enter beneath the platform. See blue markups on the following page for reference.

Note that the exact elevations and conditions of the existing pipe have not been confirmed, so the drawings on the next page represent the concept but may not reflect actual conditions.

By: Eric Sahm **Date:** 02/23/2023





"PIPE NO."	SIZE	SERVICE	MATERIAL	PRESSURE, PSI (See Note 3)	
				OPERATING	TEST
1	18"	HEADWORKS INFLUENT	DIP (OR C900)	< 20	50 HH
2	24"	HEADWORKS EFFLUENT TO ORBAL DITCH	DIP (OR C900)	< 10	15 HL
3A	8"	GRIT WASHER PROCESS DRAIN	DIP	< 10	G
3B	10"	COMBINED HEADWORKS DRAINS	DIP	< 10	G
4A	4"	HEADWORKS FLOOR DRAINS	PVC (SDR 35)	< 10	G
4B	4"	HEADWORKS CHANNEL DRAINS	PVC (SDR 35)	< 10	G
5	2"	ODOR CONTROL CONDENSATE DRAIN	PVC (SDR 35)	< 10	G
6	2"	NON-POTABLE WATER	SCH 80 PVC	70	150 HH
7	2"	NATURAL GAS	MDPE	< 10	15 HH

NOTES:

1- WYE 2" DRAIN #5 INTO 4" DRAIN #4.

2- WYE 4" DRAIN #4A INTO 4" DRAIN #4B.

3- WYE 4" DRAIN #4 INTO 10" DRAIN #3B.

4- ROUTE NATURAL GAS TO CONNECT TO AIR HANDLER. INCLUDE PRESSURE REGULATORS BEFORE CONNECTION. SEE SHEET 20M201

5- ALL NON-METALLIC PIPING SHALL BE INSTALLED WITH TRACER WIRE PER DETAIL .

6- C-900 PVC MAY BE SUBSTITUTED FOR DIP YARD PIPING PENDING CONFIRMATION WITH ENGINEER.

7- ALL EXISTING PIPING, STRUCTURES, AND OTHER IMPROVEMENTS SHOWN ARE FROM RECORD DRAWINGS AND HAVE NOT BEEN VERIFIED. CONTRACTOR TO FIELD VERIFY LOCATIONS, DEPTH, SIZE, AND MATERIAL OF EXISTING PIPING.

8- PROVIDE MINIMUM 3' COVER FOR POTABLE WATER AND NON-POTABLE WATER LINES.

9- PROVIDE MINIMUM 2' COVER FOR NATURAL GAS LINES.

10- ALL BURIED DUCTILE/MJ JOINTS TO BE RESTRAINED. PIPE RESTRAINT REQUIREMENTS ARE AS FOLLOWS:
FITTINGS: MEGALUG SERIES 1100 OR EQUAL.
JOINTS: MEGALUG SERIES 1700 OR EQUAL.
COUPLINGS: MEGALUG SERIES 3800 OR EQUAL.

11- COORDINATE NATURAL GAS CONNECTION WITH OWNER AND UTILITY COMPANY.

12- PRESERVE AND PROTECT ALL EXISTING PIPING, CONDUIT AND UTILITIES THAT ARE TO REMAIN.

RD PIPING PLAN

E: 1"=20'-0"
20 40
Scale in Feet

DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE
0 1/2 1

ORIGINAL

NO.	DATE	DESIGN	DRAWN	CHECKED
C	07/08/2022	EES	DCH	BMR

REVISIONS

EAGLE MOUNTAIN CITY
2515 NORTH PONY EXPRESS PARKWAY
WWTP HEADWORKS BUILDING
CIVIL
YARD PIPING PLAN

AQUA ENGINEERING
533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

DRAWING NO.
01C203

SHEET 13 of 93

7/7/2022
C:\USERS\CHRISTIAN.LOGAN\ACCDOCS\AQUA ENGINEERING\001742 C EAGLE MOUNTAIN HEADWORKS\PROJECT FILES\001 SITE CIVIL\011-01C203 - YARD PIPING PLAN.DWG

AQUA ENGINEERING LLC, © COPYRIGHT 2020 BOUNTIFUL, UTAH

PCO 6 - 11 1/4" bend in 24" line due to existing lines

(for extra work, time & materials, and other charges)

Date:	3/9/2023

Project Name: ***Eagle Mtn. Headworks*** **Contract No.:** **2220**

Project No.: **001742C**

Description and Location of Work Performed: Dwg 01C601 shows the profile for the 24" line, however, it does not show the existing 3" water line that needs to be kept in service. Vancon experienced this in repair of the same line that was damaged and vancon repaired. It takes minimum of 24 hours for the glue of the sch 80 PVC to cure. Going under the 3" line required the 24" to be approx. 1.5 ft deeper. This extra depth exceeded the allowable deflection per joint thus requiring the addition of this 11 1/4 bend.

LABOR

Employee	Classification	HOURS Mon	Tues	Wed	Thur	Fri	Sat	Sun	Total Hours	Rate	Total
Pipe Foreman									4	$ 43.82	$ 175.28
Pipe laborer									8	$ 57.26	$ 458.08
Supervison									2	$ 74.05	$ 148.10
											$ -
											$ -
											$ -
											$ -
											$ -
										$ -	$ -

Labor Subtotal: $ 781.46

EQUIPMENT

Description		HOURS Mon	Tues	Wed	Thur	Fri	Sat	Sun	Total Hours	Rate	Total
Crew Pickup Truck									10	$ 23.71	$ 237.10
											$ -
											$ -
											$ -

Equipment rate calculated as follows: (Blue Book monthly rate/176) + EOC for owned equipment & invoiced price for rented equipment.

Equipment Subtotal: $ 237.10

MATERIALS & OTHER CHARGES

Description	Quantity	Unit Cost	Total
24" - 11 1/4" elbow MJ	1	$ 1,897.20	$ 1,897.20
24" - Megalugs	2	$ 654.49	$ 1,308.98
			$ -
			$ -
			$ -
			$ -
			$ -

Materials & Other Subtotal: $ 3,206.18

SUBCONTRACTOR COSTS

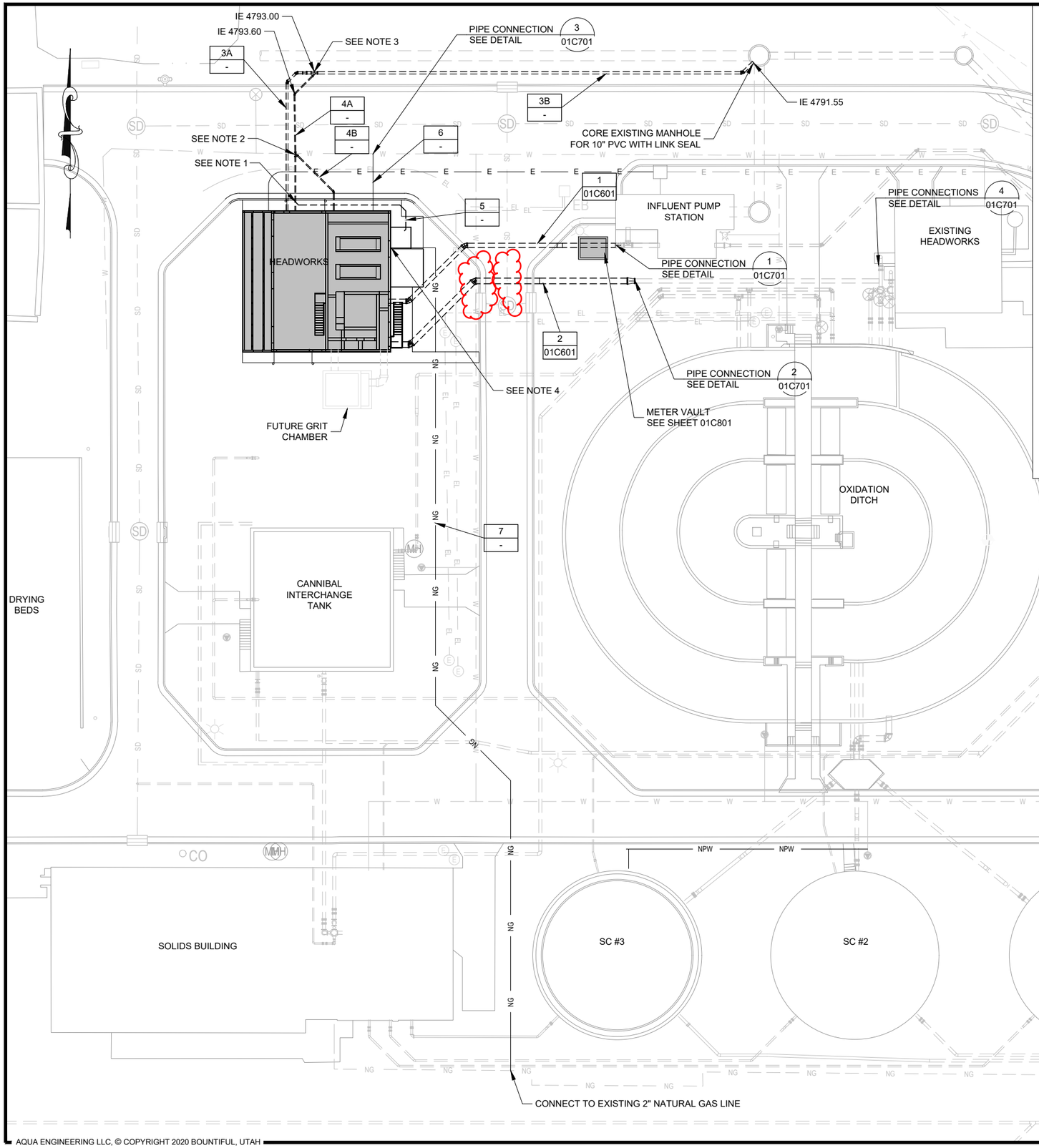
Description	Quantity	Unit Cost	Total
			$ -
			$ -
			$ -
			$ -
			$ -

Subcontractor Costs: $ -

CONTRACTOR REPRESENTATIVE (Signature)

CONSTRUCTION MANAGER REPRESENTATIVE (Signature)

Labor Subtotal:	$	781.46
Equipment Subtotal:	$	237.10
Materials & Other Subtotal:	$	3,206.18
Subcontractor Costs:	$	-
15% Markup on Labor, Materials & Other Costs:	$	633.71
5% Contractor overhead on Subcontractor Costs:	$	-
TOTAL:	**$**	**4,858.45**



"PIPE NO."	SIZE	SERVICE	MATERIAL	PRESSURE, PSI (See Note 3)	
				OPERATING	TEST
1	18"	HEADWORKS INFLUENT	DIP (OR C900)	< 20	50 HH
2	24"	HEADWORKS EFFLUENT TO ORBAL DITCH	DIP (OR C900)	< 10	15 HL
3A	8"	GRIT WASHER PROCESS DRAIN	DIP	< 10	G
3B	10"	COMBINED HEADWORKS DRAINS	DIP	< 10	G
4A	4"	HEADWORKS FLOOR DRAINS	PVC (SDR 35)	< 10	G
4B	4"	HEADWORKS CHANNEL DRAINS	PVC (SDR 35)	< 10	G
5	2"	ODOR CONTROL CONDENSATE DRAIN	PVC (SDR 35)	< 10	G
6	2"	NON-POTABLE WATER	SCH 80 PVC	70	150 HH
7	2"	NATURAL GAS	MDPE	< 10	15 HH

NOTES:

1- WYE 2" DRAIN #5 INTO 4" DRAIN #4.

2- WYE 4" DRAIN #4A INTO 4" DRAIN #4B.

3- WYE 4" DRAIN #4 INTO 10" DRAIN #3B.

4- ROUTE NATURAL GAS TO CONNECT TO AIR HANDLER. INCLUDE PRESSURE REGULATORS BEFORE CONNECTION. SEE SHEET 20M201

5- ALL NON-METALLIC PIPING SHALL BE INSTALLED WITH TRACER WIRE PER DETAIL .

6- C-900 PVC MAY BE SUBSTITUTED FOR DIP YARD PIPING PENDING CONFIRMATION WITH ENGINEER.

7- ALL EXISTING PIPING, STRUCTURES, AND OTHER IMPROVEMENTS SHOWN ARE FROM RECORD DRAWINGS AND HAVE NOT BEEN VERIFIED. CONTRACTOR TO FIELD VERIFY LOCATIONS, DEPTH, SIZE, AND MATERIAL OF EXISTING PIPING.

8- PROVIDE MINIMUM 3' COVER FOR POTABLE WATER AND NON-POTABLE WATER LINES.

9- PROVIDE MINIMUM 2' COVER FOR NATURAL GAS LINES.

10- ALL BURIED DUCTILE/MJ JOINTS TO BE RESTRAINED. PIPE RESTRAINT REQUIREMENTS ARE AS FOLLOWS:
FITTINGS: MEGALUG SERIES 1100 OR EQUAL.
JOINTS: MEGALUG SERIES 1700 OR EQUAL.
COUPLINGS: MEGALUG SERIES 3800 OR EQUAL.

11- COORDINATE NATURAL GAS CONNECTION WITH OWNER AND UTILITY COMPANY.

12- PRESERVE AND PROTECT ALL EXISTING PIPING, CONDUIT AND UTILITIES THAT ARE TO REMAIN.

YARD PIPING PLAN

SCALE: 1"=20'-0"

0 20 40

Scale in Feet

DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE

0 1/2 1

ORIGINAL

NO.	DATE	DESIGN	DRAWN	CHECKED
C	07/08/2022	EES	DCH	BMR

REVISIONS

EAGLE MOUNTAIN CITY

2515 NORTH PONY EXPRESS PARKWAY

WWTP HEADWORKS BUILDING

CIVIL

YARD PIPING PLAN

AQUA ENGINEERING
533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

DRAWING NO.

01C203

SHEET 13 of 93

C:\USERS\CHRISTIAN.LOGAN\ACCDOCS\AQUA ENGINEERING\001742.C EAGLE MOUNTAIN HEADWORKS\PROJECT FILES\001 SITE CIVIL\011-01C203 - YARD PIPING PLAN.DWG

7/7/2022

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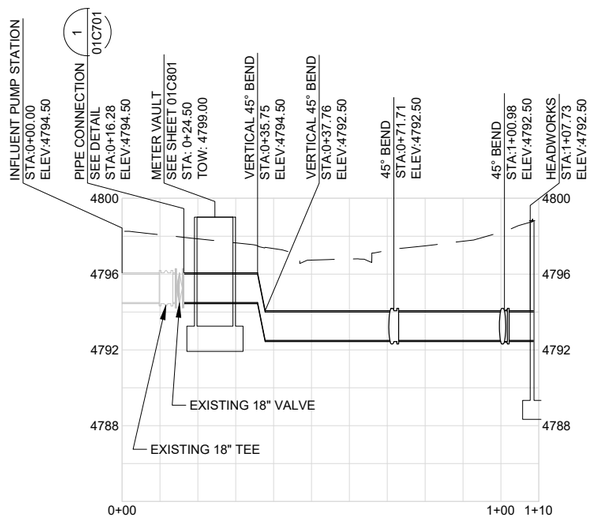
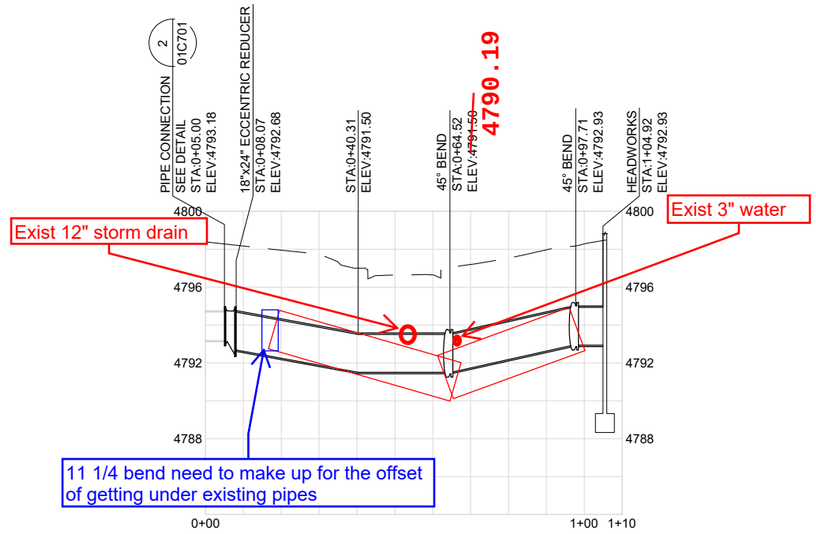


HEADWORKS INFLUENT

1
01C203

HORIZ SCALE: 1"=20'-0"
VERT SCALE: 1"=4'-0"



HEADWORKS EFFLUENT

2
01C203

HORIZ SCALE: 1"=20'-0"
VERT SCALE: 1"=4'-0"

DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE

0 1/2 1

ORIGINAL

NO.	DATE	DESIGN	DRAWN	CHECKED
C	07/08/2022	BMR	DCH	EES

REVISIONS

EAGLE MOUNTAIN CITY

2515 NORTH PONY EXPRESS PARKWAY

WWTP HEADWORKS BUILDING

CIVIL

PIPE PROFILES

AQUA ENGINEERING
533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

DRAWING NO.

01C601

SHEET 14 of 93

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5 1/4"





EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	Old Airport Road Design Change Order #4 - Civil Science
ITEM TYPE:	Change Order
FISCAL IMPACT:	$91,830
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 approve change order number 4 in the amount of $91,830 for the Old Airport Road Design Project.

BACKGROUND:
In October 2019, Civil Science was contracted to provide a preliminary design for the expansion of the roadway referred to as Old Airport Road. The original scope of work was to produce an alignment and preliminary drawings that would possibly be shelved until the project became funded. The original scope of work went from Pony Express Parkway to the south end of the Sage Valley subdivision.

Previously, Change Order #1 was issued to expand the scope to include final design drawings for Phase 1 of this project from Overland to Pony Express Parkway.

Change Order #2 included additional survey and design work specifically at the intersection of Airport Road and Pony Express Parkway in order to design the traffic light for the future widening of Airport Road.

Change Order #3 included the final design and bid documents for the second phase of Airport Road which will extend north from Overland to Sage Valley.

Civil Science had been awarded the design bid for Old Airport Road

from Overland to Sage Valley. Civil Science was asked to provide a change order to accommodate changes to the alignment near Sage Valley to move the roadway away from the existing homes, angle into State Route 73 perpendicularly and continue that angle to the north side of SR 73, and to design a wildlife crossing for the wildlife corridor. Approximately 1/3 of the cost for this change order is for structural design work for the wildlife crossing and the rest is for the additional survey, design, and coordination with UDOT.

A breakdown of the costs is included below:

Summary of previous change orders:

Original Contract: $59,708
CO #1: $30,670 (December 1, 2020) -- Revised contract amount: $90,378
CO #2: $10,550 (January 19, 2021) -- Revised contract amount: $100,928
CO #3: $40,500 (October 5, 2021)-- Revised contract amount: $141,428
CO#4: $91,830-- Revised contract amount = $233,258

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Change Order #4

CIVIL SCIENCE INFRASTRUCTURE, INC.
Short Form Consulting Services
Contract Modification
Client/Engineer Form

Exhibit A – Modification to Professional Services Proposal

BACKGROUND

Civil Science is currently under contract for Phase 2 construction drawings for Eagle Mountain Airport Road from Pony Express Parkway to SR-73. Phase 2 finalizes the construction drawings for the 2-lane roadway from Fiona Street to SR-73. Civil Science previously designed, and construction was completed for an earlier phase that included the portion of Airport Road from Pony Express Parkway to Fiona Street, including the traffic signal at Pony Express Parkway. Final plans for the remaining portion from Fiona Street to SR-73 have been on hold. After recent meetings with residents, completion of the Transportation Master Plan and meetings with property owners to the west, the city would like to proceed with the construction drawings with modifications to the scope of work.

Eagle Mountain City has asked Civil Science to prepare a cost for design changes consisting of the following:

- Modify the horizontal alignment through the D&B Cedar LC parcel, shifting the alignment to the west leaving 30 feet between the existing asphalt and the new right-of-way line and connecting to SR-73 perpendicularly. Remove existing section of Airport Road between SR-73 and Crescent Loop, creating a dead end on the north leg. Provide a tie-in to the new Airport Road alignment from Wheatland Drive.
- Design a new roadway north of SR-73 that will align with the south tie-in location and connect to N Airport Road/Belle Street (1995 E.) on the north.
- Provide right-of-way acquisition legal descriptions and exhibits for the impacted properties.
- Provide design for the replacement of the drainage cross culvert roughly 0.33 miles south SR-73, with a drainage/wildlife crossing approximately 30 feet wide and 13 feet high.

SCOPE MODIFICATION

Based on the Background outlined above, CS will provide the following services where tasks will include:

Project Administration

1. Meetings, consultation, and coordination with client
2. Periodic progress reports
3. Active communication with client
4. Administrative tasks; i.e., invoicing and project documentation

Assumptions:

- Informal client coordination and contact will be ongoing to effectively complete the services as outlined below.
- Periodic progress reports will be filed through email.
- Administrative tasks include standard office costs to set up and manage the project through accounting and clerical tasks throughout the life of the project.

Data Collection

1. Research existing SR-73 right-of-way, control of access documents, right-of-way and plat linework – update current CAD boundary file
2. Provide additional survey on the west side of Airport Road south and north of SR-73.
3. Provide additional survey along SR-73. Roadway edges will be surveyed; however, the center portion will be scanned to reduce risk to surveyors.
4. Provide drone flight of SR-73 project limits and realigned Airport Road limits north and south of SR-73.
5. Update existing CAD surface model and model linework for further project development.
6. Geotechnical evaluation for wildlife structure – drill 2-50 foot bores– one on each side of the of road, lab work, settlement analysis, and a report providing bearing capacities.

Assumptions:

- Existing right-of-way and access documents will be researched and obtained through UDOT.
- Use of existing control, extended to the north side of SR-73.
- Setting of control assumes that section corner monuments are in the immediate vicinity of the project.
- This scope of work assumes that SR-73 access is uncontrolled in this area.

90% Design Revisions - (Will be added to existing 90% Plan Set task)

1. Redesign vertical profile of roadway to allow for wildlife crossing with minimum 2-feet of cover.
2. Redesign horizonal alignment allowing for a shift to the west allowing for 30 feet between the existing asphalt and the new right-of-way.
3. Redesign horizonal alignment to curve slightly to approach SR-73 perpendicularly.
4. Design new alignment and new roadway north of SR-73 connecting to N Airport Road/Belle Street south of 8000 North.
5. Design Wildlife / Drainage Structure based upon a 30' span and 13' height. Structure is proposed to be Contech 30'-6" x15'-3" single radius arch. End treatments will be welded wire gabion/MSE wall. This will allow an option for the construction of an interim arch structure length that could be extended in the future. Civil Science will design arch structure footings and provide gabion/MSE wall layout, specifications and/or special provisions for use by a proprietary wall system supplier to use for their structural design. Culvert design provided by Contech.
6. Design and layout intersection with SR-73 including left and right turn auxiliary lanes with signing and striping per recommendations given by the City's traffic engineering consultant.
7. Develop additional sheets for revised scope of work, we anticipate:
    - Revisions to current cover sheet, notes sheet (to include UDOT notes), survey control plan, intersection signage & striping plan
    - 2 additional plan and profile sheets for the realigned roadway north of SR-73
    - 1 additional erosion control sheet for the realigned roadway north of SR-73
    - 3 additional grading sheets for SR-73 improvements
    - 2 additional erosion control sheets for SR-73 improvements
    - 2 additional signage & striping sheets for SR-73 improvements
    - 2 additional typical section sheets for SR-73 improvements
    - 2 additional demolition plans for SR-73 improvements
    - Approximately 6 additional structural sheets for the Wildlife Crossing/Drainage Structure

Assumptions:

- Utility impacts are expected to be minimal, however, any known impacts will be coordinated with the respective utility companies.
- Pavement design for both Airport Road and SR-73 will be provided by City and UDOT respectively.
- Preliminary grading design will utilize the existing model, updated to include revised linework.
- We assume that drainage analysis and calculations will not be needed. Eagle Mountain City will provide the design discharge for the wildlife crossing and other drainage crossings at SR-73. Design includes minor grading tie-ins and extending existing culverts.

Final Design Revisions - (Will be added to Final Plan Set task)

1. Final roadway horizontal and vertical design
2. Final additional sheets, as listed above
3. Update proposed earthwork quantities analysis
4. Update Engineer's opinion of quantities and probable construction costs

Assumptions:

- The SR-73 roadway design will include striping design, and pavement widening. If additional items such as drainage facilities, additional barrier design, or utility relocations/installations are required, additional services will be discussed with the client.
- Snow fence removal/relocation and deer crossing feature impacts are assumed to be minor and not require detailing.
- The client's contractor will prepare the SWPPP, which will include the erosion control plans prepared in this scope of work.

UDOT Coordination

Impacts/Design of the relocated SR-73 intersection will require UDOT's approval. The existing configuration will shift 300' to the west. Due to the change in traffic turning at this intersection, auxiliary lane storage/queuing lengths may require modifications from current design, pending traffic analysis.

1. Coordination of Modified Access Permit with UDOT permitting staff.
2. One pre-application meeting with UDOT Region 3 at their permits office (or virtually)
3. Preliminary plan set submittal to UDOT and City for review
4. Pre-final plan set submittal to UDOT and City
5. UDOT Encroachment Permit coordination and final approval of plans and permit

Assumptions:

- Auxiliary lane queuing lengths shall be provided by the City's traffic consultant.
- Traffic impact analysis, if required, shall be provided by the City's traffic consultant.
- No right-of-way impacts are anticipated.
- It is assumed that this section of SR-73 has uncontrolled access.
- We anticipate two UDOT submittals showing proposed modifications will be required.
- Contractor to apply for Encroachment Permit.
- Submittal meetings with UDOT/City representative to be held at UDOT Region 3 offices (or virtually).

Additional ROW Docs – (Will be added to ROW Docs task)

1. Modify right-of-way acquisition legal descriptions and exhibits for the two parcels adjacent to the Wildlife crossing where additional area for fill is anticipated. (58:047:0008 & 58:047:0010)
2. Modify the right-of-way acquisition legal description and exhibit for the parcel immediately south of SR-73 and west of Airport Road (58:047:0024).
3. Create a new right-of-way acquisition legal description and exhibit for the parcel north of SR-73, west of N Airport Road/Belle Street (58:047:0054).

Meeting Attendance and Additional Services ***Time & Materials***

1. Changes and/or revisions initiated by the client, governing agencies and/or utility companies
2. Coordination with utility companies regarding on-site or off-site utilities beyond the scope described above
3. Additional topographic survey
4. Environmental studies
5. Additional design review meetings and/or any requested changes beyond those listed in tasks above
6. Re-staking of control points, setting hubs, quality control survey checks
7. Additional Legal descriptions and instruments for miscellaneous needs
8. As-built record drawing preparation
9. Any other services required and performed by Civil Science not specifically listed above

ASSUMPTIONS

1. Services that are subject to unforeseeable regulatory issues, problematic site issues, uncommon site requirements are typical of services that will be billed on a "*time & materials*" basis. The client should refer to the standard agreement for terms of payment, interest and hourly billing rates. Any external fees required by local government agencies, or fees necessary to complete design that are not included specifically in this scope of services will be paid for by the client. These fees include but are not limited to application fees, regulatory fees, and recording fees.
2. This scope of work does not include any environmental studies (environmental assessment, environmental impact study, Phase I environmental study).
3. This scope of work does not include landscaping, lighting, or site plan design engineering/architecture.
4. This scope of services does not include the setting of street monuments.
5. This scope of work does not include irrigation facility design or irrigation company coordination.
6. This scope of work does not include machine control deliverable data or resources required to provide digital grading data for the contractor's field use.

FEE MODIFICATION

CS proposes to complete the Scope Modification outlined above as follows:

Task Description	Fee	Fee Type	Comments
Project Administration	$3,330	Lump Sum	New task
Data Collection	$26,480	Lump Sum	New task
90% Design Revisions	$34,970	Lump Sum	Fee to be added to current **90% Plan Set** task
Final Design Revisions	$16,830	Lump Sum	Fee to be added to current **Final Plan Set** task
UDOT Coordination	$6,260	Lump Sum	New task
Additional ROW Docs	$3,960	Lump Sum	Fee to be added to current **ROW Docs** task
Total	**$91,830**		

Professional fees shown are not to exceed unless upon written authorization from the City.

SCHEDULE

CS understands the importance of maintaining a project schedule and we are confident our track record and our ability to provide these services according to the City's desires. Upon authorization, we can begin work immediately.

EAGLE MOUNTAIN
CITY COUNCIL MEETING MINUTES

March 21, 2023, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Tyler Maffitt, Communications Manager; Robert Hobbs, Planning Manager; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; 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; and Natalie Winterton, Grants Coordinator/Management Analyst.

CITY STAFF PRESENT ELECTRONICALLY: Angela Valenzuela, Human Resource Manager; Elizabeth Fewkes, Recording Secretary; Michele Graves, Library Director; and Embret Fossum, Unified Fire Authority Battalion Chief.

Mayor Westmoreland called the meeting to order at 4:07 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Engineering

- Silver Creek Way – Oldcastle is currently designing the precast box culvert section for the crossing. City staff will prepare a reimbursement agreement with Flagship for the costs associated with the Tickville culvert. Flagship will bear the costs for the roadway section. It is anticipated that the roadway will be completed by July 2023.
- Eagle Mountain Roundabout – the City received only one bid for the roundabout replacement and traffic signal at Major Street. The bid for the roundabout portions was $2,500,000 and $540,000 for the Major Street signal. This cost is significantly higher than the budget estimate. Staff recommends re-bidding the Major Street signal with the Stonebridge Lane and Woodhaven Boulevard signals and analyzing options that might reduce the overall scope of the roundabout intersection.
- Stonebridge Lane and Woodhaven Boulevard traffic signal design plans are being updated based on comments from Pinetop Engineering. Staff anticipates having the item out to bid this week to be awarded on April 18th.
- Cedar Pass Waterline – The project is being placed out to bid this week to be awarded at the April 18th City Council meeting.

DRAFT

- Old Airport Road extension – City staff have met with the property owners in the area who are willing to sell property to the City needed to realign the roadway to provide separation from the existing residents and to intersect perpendicular to Wride Memorial Highway. Staff has asked for a cost for the design changes. Once a rough appraisal is available for the alignment, staff can negotiate a sale with the owners. Wayne Patterson and Perry Homes were both amenable to dedicating the needed right-of-way to the City at no charge provided the City installed water and sewer within the right-of-way.
- Lone Tree Parkway west – Patterson Homes is unwilling to sell any property through the airport property that could be used to extend Lone Tree Parkway. The options would be to try to go north through the PRI property or south through property owned by Perry Homes.

Parks, Recreation, Events, and Cemetery

- Walden Park Observatory – Staff has been in negotiation with parties for potential in-kind donations for the observatory to help reduce funds needed for this project.
- Smith Ranch Community Park – Bids for this project came in higher than anticipated. Staff has been working with the low bidder for value engineering options for the project to meet the needs of the budget. An option for the bid award will be on the agenda for the next meeting.

Public Utilities

- Central Utah Water Conservancy District water has come back online.
- Well #1 – The installation of the pump and repaired shaft will start this Friday.
- Well #5 – Removal of the motor and pump for maintenance will tentatively start April 3rd.
- The Lone Tree Lift Station – Staff is inspecting the current condition of the wet well and piping, considering ways to mitigate the corrosion and to do the repairs necessary.
- Materials to install a sump pump in front of the wastewater building have been ordered.
- Jacob Hansen recently passed his Grade 4 treatment operator certificate.
- Mathew Powell recently passed his Grade 1 treatment operator certificate.

Communications

- Bids have been returned for a possible City rebranding. A presentation with more information and internal review committee recommendation will be forthcoming at the City Council meeting in April.
- A Municipal Code amendment proposal for Section 12.30, otherwise known as Standards and Practices, will be forthcoming at the first May City Council meeting. This document will provide a set of standards for vendors at City events and will also support free speech activities in Eagle Mountain City.

Facilities, Fleet, and Emergency Management

- Well houses HVAC upgrades – the ducting is being installed this week and is scheduled to be completed by the end of this month.
- Upgrades to the sewer building are moving forward.
- The Sheriff's and Recorder's office remodels are out to bid.

Community Development

DRAFT

- So far in March, the City issued 23 building permits for single-family homes and no multifamily unit building permits.
- Permits were issued for America First Credit Union, Vitalogy Fitness, and two retail building shells near Macey's.
- Spencer Shaw passed his Commercial Building Inspector Exam.
- Kade Hillstead passed his ADA Building Inspection Exam.
- Upcoming projects being presented to the Planning Commission soon:
    - Taco Bell site plan;
    - Big Box rezone, General Plan amendment, and code amendment;
    - Developer-proposed rezone to add the Regional Technology/Industry (RTI) Overlay to a couple of properties near Pole Canyon and the Google site;
    - The Eagle Quest Master Development Agreement (MDA);
    - Parkway Fields Phase C preliminary plat;
    - A City-proposed rezone of several properties in the Ranches in the Circle 5 Ranch and Joe's Dugout area; and
    - Various Municipal Code amendments.
- Projects tentatively scheduled for the City Council's meeting in April:
    - Porter's Crossing Town Center Master Development Plan (MDP) and the Master Development Agreement (MDA)
    - Firefly MDP/MDA (formally known as Pole Canyon)

Joe Silverzweig with Comcast spoke regarding their service projections and infrastructure installation plans to begin providing services to Eagle Mountain residents including the methods they use to reduce road damages, efforts to increase internet speeds and reduce latency, and programs and partnerships with nonprofit organizations to provide reduced cost services to low-income families.

2. AGENDA REVIEW

9. BID AWARDS

9.A. Well #7 Drilling – Grimshaw Drilling

City Engineer Chris Trusty verified that the previous contractor that backed out of the deal had not performed any work on the well and was not paid for any services from the funds allocated for this project. The City paid another company for the site preparation work. The bid from Grimshaw is for a 20-inch wide hole to a depth of 900 feet, and 16 inches wide to the final depth. The City could save $1,000,000 by having Grimshaw drill a shallower well with reduced output. However, he advised against the idea because the City would likely need to upsize a future well at an equal or higher expense to meet water needs. Should the bid be awarded, Grimshaw will be purchasing additional equipment needed for Well #7 that could also be used for and expedite the drilling of Well #8. The quoted price represents the known difficulties in drilling the well due to the topography and site conditions.

12. PRELIMINARY PLATS & SITE PLANS

DRAFT

12.A. SITE PLAN – 100' Monolithic Cell Tower for AT&T

Discussion ensued regarding the height of the pole, promoting colocation of other cell equipment for other companies to be required to be placed on this pole in the future, and whether the monolithic cell tower meets the current setback standard from residential homes considering existing vested units.

Planning Manager Robert Hobbs explained that the generator is meant to be used only in emergencies and will be turned on periodically for functionality testing. The Planning Commission was amenable to allowing an emergency generator, the eight-foot fence, and the relocation of the equipment enclosure.

Councilmember Wright requested that the equipment be screened with a brick or masonry wall and to consider whether an amendment to Municipal Code to allow backup generators should be considered.

The following portion of the discussion took place after reviewing item 13.B.

Mr. Hobbs clarified the setback standards for the poles are a minimum of 200 feet from the property line abutting residential uses and a minimum distance of four times the height of the proposed monopole structure from any residential lot line measured from the base of the monopole. As the proposed pole is 100 feet tall, it would have a 400-foot setback.

Assistant City Administrator/Community Development Director Steve Mumford stated the monopole will be located over 400 feet from the school but is less than 400 feet from potential residential lots to the east.

Councilmember Curtis said he is severely concerned with the proximity to students and EMF radiation emissions from the tower, acknowledging that he is unsure what potential risks might be.

Councilmember Burnham concurred with Councilmember Curtis's concerns and said she would have increased concern if the tower were located close to homes or the school where people spend more time.

Discussion ensued regarding safety concerns and setback requirements.

City Attorney Marcus Draper noted that other cities have smaller setback requirements from residential zones of 150 feet.

Councilmember Wright inquired if the applicant followed the standards for location and type of property for telecommunication facilities in EMMC 17.75.091(B) to be placed on existing structures or monopoles on property owned by the City before other locations are considered.

Mr. Draper stated that during the Planning Commission meeting, the applicant indicated that no other monopole locations meet their coverage needs.

13. RESOLUTIONS

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule.

Discussion ensued regarding potential verbiage changes to clarify that the amendments to Section 9.2 combine violations for blocking a street or sidewalk with either a vehicle or another object. Grants Coordinator/Management Analyst Natalie Winterton said she will present possible wording alterations to Section 9.2 during policy session with improved clarity.

Finance Director Kimberly Ruesch explained the reason for changing the $10 a day for the first 30 days to a monthly rate in Section 15.1 is for consistency and for the automated system to be able to calculate the fees. The amount will still be prorated. Section 22.5.4 provides for residents to temporarily turn on utilities for a three-day period generally for the purposes related to showing and selling a home.

Councilmember Love requested to remove "or after special arrangements have been made subject to the provisions of Section 22.5.5 below," because the current Section 22.5.5 that the words reference is being stricken and the verbiage would not apply to the new section. She also recommended adding the word "only" to the first sentence in 22.5.4 to read, "Customers will be charged a $50.00 fee to turn utilities on for *only* three business days," to improve clarity.

13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Utah County for the Administration of the 2023 Municipal Election.

Director of Administrative Services/City Recorder Fionnuala Kofoed confirmed that the election cost increases proportionally with the number of registered voters but will not exceed $2.25 per ballot. Voters can register up to the day of the election. The City generally only sees high increases in registered voters during presidential elections. As an alternative option and if the Council approved the process, Rank Choice Voting (RCV) would reduce costs to the City because the primary election is eliminated. However, there are issues with that process and currently, the City is not opting to use RCV. The State continually evaluates the election process to determine if changes are needed.

SCHEDULED ITEMS

16. RESOLUTION

16.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Economic Development Master Plan.

Economic Development Director Evan Berrett cited the purposes of the Economic Development Master Plan listed in the request for proposals for the plan "The plan will provide a road map for the City in determining where to allocate resources and identify priorities for business attraction, retention, and expansion … The Master Plan is to be fact-based and market-disciplined and is to

include specific action items geared towards creating new job opportunities, encouraging entrepreneurship and small business development, enhancing fiscal sustainability, and increasing private investment throughout the City." The Economic Development Master Plan assesses the current conditions in the City, identifies economic opportunities, and identifies economic challenges. The plan will be used by City staff and elected officials and shared with economic development partners to advance the City's goals in attracting economic opportunities and aligning efforts. The plan can be used proactively in recruitment, reactively to applications submitted to the City, and in conjunction with other plans for the City.

Minor changes to the plan since the previous review with the Council include updating the permit information, alignment of the demographic information for improved consistency, map corrections and additions, typo corrections, and updating the report to reflect the announcement that Walmart plans to locate in Eagle Mountain.

Major changes include:

- Adding "sizes" to the second sentence of paragraph two on page 28, to read, "This can include housing of all types and ***sizes***, to support many wage levels.
- Removing the types of transportation options from paragraph four on page 28.
- Amending the last sentence of paragraph four on page 28 to read, "The City should explore how these transportation ***needs*** fit into its overall transportation strategies," changing the word "options" to "needs."
- Adding planning and opportunities for small businesses to move into small retail spaces to page 58.
- Clarifying on page 66 the City's intention to expedite attracting retail and industrial uses.
- Amending the last sentence of paragraph three on page 66 to read, "A final consideration, in specifically planned areas, the City could allow complimentary and supportive residential development in exchange for increased office or retail development, combined with definitive assurances of commercial development," to remove references to greater residential density and to clarify that commercial development is the priority.

Councilmember Gray expressed concern about the unintended consequences of the plan.

Councilmember Curtis expressed concern that the statistics demonstrating greater revenue from higher-density products could be interpreted as the City expressing a preference for such developments. He stated he desires for the focus to be on economic development and not on housing.

Discussion ensued regarding desired types of housing and the purpose of and impacts of the plan on housing.

Councilmember Wright suggested working with developers with existing entitlements to utilize those units in a more effective way in conjunction with economic development.

Councilmember Burnham suggested removing the Multifamily Overview from page 61 and removing the Multifamily – 20 units per acre from page 62.

Mr. Berrett noted that Eagle Mountain relies solely on City population to attract businesses where other cities can include adjacent population numbers, especially if they are located along the I-15 corridor, to attract economic development. He explained that the plan anticipates population growth but does not contemplate increasing housing density anywhere in the City or call for additional commercial areas other than those already identified. Nevertheless, the City should consider the need to provide workforce housing for economic partners.

Discussion ensued regarding vested unit counts and the possibility of transferring those units to other, more appropriate areas in the City and potentially removing Chapter 13 – Highest and Best Use Analysis from the Economic Development Plan.

Councilmember Wright stated that he desires to balance developers' success with the desires of the residents. Nevertheless, he is concerned with the number of multifamily units that could be built under current entitlements.

Mr. Mumford clarified that vested unit counts for platted developments and the remaining vested unit counts result in an estimated composition of 81% single-family units and 19% multifamily units, including townhomes.

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

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

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Kimberly Ruesch, Finance Director; Robert Hobbs, Planning Manager; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Eric McDowell, Chief Deputy Sheriff; and Natalie Winterton, Grants Coordinator/Management Analyst.

CITY STAFF PRESENT ELECTRONICALLY: Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Brad Hickman, Parks and Recreation Director; Tyler Maffitt, Communications Manager; Elizabeth Fewkes, Recording Secretary; and Embret Fossum, Unified Fire Authority Battalion Chief.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:07 p.m.

5. PLEDGE OF ALLEGIANCE

DRAFT

Councilmember Curtis led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- The City's annual Easter Egg Hunt will take place on April 1st at Cory Wride Memorial Park. The event will begin at 10:00 a.m. sharp. This year's event will implement improved safety measures and will include new age groups to expand this event. To learn more, please visit the City's events page on its website.
- The City will be hosting dumpsters as part of the spring community cleanup April 20th -24th at Cory Wride Memorial Park. Residents are encouraged to dispose of unwanted items from their homes. For hours and a list of items that will not be accepted, please visit City social media.
- Residents who do not 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 7:09 p.m.

Stephen Anderson and Edward Bradley, speaking on behalf of themselves and other neighbors, expressed concern with the tower boxes being installed by Comcast and inquired regarding the possibility of being able to have the equipment located at a ground level which has been done by other companies and by Comcast in other areas.

Lizzie Soelberg thanked the Council for the installation of the traffic light on Wride Memorial Highway to access her neighborhood. She spoke regarding the timing of the light for the lefthand turn lane into Cedar Pass Ranch resulting in a long turning queue during rush hour traffic causing safety issues. She suggested allowing a flashing yellow turn signal.

Bettina Cameron requested that the City limit the number of large agreements or plans on a single agenda to reduce the amount of material to review for each meeting, for developers to disclose all changes not only to agreements but also to attachments and exhibits, expedite the amendments to the Wildlife Corridor Overlay Zone, and for the City setback standards for the RA1 and RA2 zones developments within Cedar Pass Ranch to be 50-feet in order to align with the homeowner's association requirement.

Jennifer Reynolds spoke against the proposed location for Walmart due to the accessibility of the Saratoga Springs store, potential traffic congestion and safety issues, and the proximity of the site to other public areas such as parks and schools.

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

8. CITY COUNCIL/MAYOR'S ITEMS

DRAFT

Councilmember Gray
Councilmember Gray thanked the residents that spoke during public comment as well as those participating online for assisting the City Council in making decisions.

Councilmember Wright
Councilmember Wright expressed gratitude to the residents in attendance for their participation in the public process to assist the City with being aware of issues impacting their neighborhoods. He encouraged the public to be watchful for stormwater concerns and to contact the City for sandbags if necessary.

Councilmember Love
Councilmember Love welcomed the meeting participants, thanked the residents that made a public comment, and echoed the gratitude expressed towards residents for assisting the Council in being aware of happenings in the City.

Councilmember Burnham
Councilmember Burnham recognized that public speaking can be difficult for some people and hopes that residents feel comfortable voicing their concerns. She assured residents that the Council listens to them and that their comments assist the City in making decisions.

Councilmember Curtis
Councilmember Curtis supported and agreed with the statements made by his fellow Councilmembers. He wished Councilmember Wright a happy birthday.

Mayor Westmoreland
Mayor Westmoreland welcomed those in attendance.

CONSENT AGENDA

9. BID AWARDS

    9.A. Well #7 Drilling – Grimshaw Drilling

10. BOND RELEASES

    10.A. Eagle Point Plat E – Into Warranty

11. MINUTES

    11.A. March 7, 2023 Minutes – Regular City Council Meeting

12. PRELIMINARY PLATS & SITE PLANS

    12.A. SITE PLAN – 100' Monolithic Cell Tower for AT&T

13. RESOLUTIONS

DRAFT

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule.

13.B. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Utah County for the Administration of the 2023 Municipal Election.

MOTION: ***Councilmember Burnham moved to approve the consent agenda removing items 12.A. and 13.A. and placing them as scheduled items. Councilmember Gray seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *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.

SCHEDULED ITEMS

12. PRELIMINARY PLATS & SITE PLANS

12.A. SITE PLAN – 100' Monolithic Cell Tower for AT&T

Planning Manager Robert Hobbs presented the item. The proposed site plan approval is for a request from AT&T seeking authorization to remove an existing stadium light pole at Cedar Valley High School and replace it with a 100-foot-tall monolithic cell tower (with attached stadium lights). The pole is to be positioned at the southeast corner of the school's stadium by Pony Express Parkway, in a residential zone, on Utah County Parcel No. 59:033:0038; 1389 E. Aviator Avenue. The 100' monolithic cell tower will replace one of the 75-foot-high light poles that abut the Cedar Valley High School football field adjacent to the Pony Express Parkway.

The Planning Commission recommended allowing the applicant's requested exemptions as follows:

1. The tower is to be 100-foot tall and be configured as shown on the submitted plans.
2. The tower's equipment enclosure be allowed to be placed south of the tower abutting a parking lot.
3. That the black, chain link fencing enclosing the equipment yard be allowed to be 8 feet tall.
4. That a lightning rod be permitted atop the tower.
5. That an emergency backup generator be approved to be a part of the tower's equipment.

DRAFT

Discussion ensued regarding the buffering distance requirements for the tower, the potential reasons and interpretations of the standards, and the lack of consensus on the health impacts of EMF radiation from cell towers.

Mr. Hobbs clarified that the generator would be used for backup purposes and would not be in constant use and that AT&T submitted a letter indicating that no City-owned locations meet their coverage needs.

Councilmember Gray stated that he is in favor of allowing the cell tower as he feels the benefits outweigh the risks and supports allowing a generator to be used only in emergencies. He feels requiring applicants to consider City-owned property before property owned by other entities is government overreach.

Councilmember Curtis verified with staff that the Federal government has prohibited municipalities from denying cell tower applications on the basis of health and safety concerns. His understanding is that the requirement to locate on City property is to reduce the number of poles in the City rather than the City obtaining the lease money. He would prefer more specific justification as to why AT&T is unable to colocate on another pole.

Councilmember Burnham noted the financial benefits of the cell tower to the Alpine School District and the lack of evidence on whether the towers pose any health risks.

Councilmember Wright stated that his primary concern with the application is that it does not adhere to Municipal Code standards. He inquired whether the proper process was followed to qualify for exemptions. He desires that screening requirements be enforced.

Discussion ensued regarding whether the City can enforce the buffering distance from a residential lot line because although residential units are planned near the location, no lots have been approved or platted.

Councilmember Love inquired if the applicant has submitted a certified radio frequency engineering report to demonstrate that a lesser buffering distance is necessary. Staff explained that as no lot lines are within 400 feet, the applicant is not required to submit the report.

MOTION: ***Councilmember Burnham moved to approve a site plan for a 100-foot monolithic cell tower for AT&T with the following conditions:***

1. ***The tower shall be allowed to be a 100-foot tall monolithic cell tower instead of a light pole in the location desired and be configured as shown on the submitted plans;***
2. ***The tower's equipment enclosure shall be allowed to be placed south of the tower abutting a parking lot;***
3. ***The black, chain link fencing enclosing the equipment yard shall be allowed to be 8 feet tall;***
4. ***A lightning rod shall be permitted atop the tower; and***
5. ***An emergency backup generator shall be approved to be a part of the tower's equipment.***

Councilmember Gray seconded the motion.

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *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 3:2.

13. RESOLUTIONS

13.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Consolidated Fee Schedule.

As requested by the City Council during the work session, Grants Coordinator/Management Analyst Natalie Winterton presented updated wording to change the heading for Section 9.2 to read "Parking Violations; Blocking Streets and/or Sidewalks Illegally."

Councilmember Love reviewed the verbiage revisions she requested during the work session.

MOTION: ***Councilmember Love moved to approve a resolution of Eagle Mountain City, Utah, amending the Eagle Mountain City Consolidated Fee Schedule with the following changes:***

1. ***Amend the title to Section 9.2 to read, "Parking Violations; Blocking Streets and/or Sidewalks Illegally;"***
2. ***Strike "or after special arrangements have been made subject to the provisions of Section 22.5.5 below," from Section 22.5.3 to remove the reference to the former 22.5.5; and***
3. ***Add the word "only" to the first sentence in 22.5.4 to read, "Customers will be charged a $50.00 fee to turn utilities on for <u>only</u> three business days."***

Councilmember Wright seconded the motion.

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *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.

DRAFT

14. POLE CANYON

14.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain, City, Utah, Approving the First Amendment to the Pole Canyon Master Development Plan, Now Known as Firefly.

This item was removed from the agenda at the applicant's request and was not discussed during the meeting.

15. ORDINANCE/PUBLIC HEARING

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah Amending the Eagle Mountain Municipal Code, Chapter 17.65 Home Businesses.

Mayor Westmoreland opened the public hearing at 8:03 p.m.

Bettina Cameron requested to limit the number of business vehicles that are allowed to be parked on a property.

Mayor Westmoreland closed the public hearing at 8:05 p.m.

The City Council discussed the benefits of limiting the number of business vehicles allowed to be parked on a residential property and potential nuisances, complications, and consequences as well as business license requirements that control the number of employees, vehicle screening, and types of businesses and determined to approve the amendment as drafted and address the concern elsewhere in Municipal Code to be impartial to all business types and not disadvantage small, home-based businesses.

City Attorney Marcus Draper confirmed that parking regulations can be enforced once changed and that residents are not vested with previous standards.

MOTION: ***Councilmember Burnham moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code, Chapter 17.65 Home Businesses. Councilmember Gray seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *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.

DRAFT

Mayor Westmoreland directed Ms. Winterton to bring forward an amendment to Eagle Mountain Municipal Code Title 10 to address parking concerns regarding the maximum number of work vehicles allowed to be parked on residential properties for all businesses.

16. RESOLUTION

16.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving an Economic Development Master Plan.

MOTION: ***Councilmember Wright moved to approve a resolution of Eagle Mountain City, Utah, approving an Economic Development Master Plan removing Chapter Thirteen. Councilmember Curtis seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *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.

17. CITY COUNCIL/MAYOR'S BUSINESS

Councilmember Gray

Councilmember Gray inquired regarding plastic boxes in the right-of-way and the status of the Facilities Master Plan and progress towards a new City Hall.

City Engineer Chris Trusty explained that the City requires traffic-rated boxes in the right-of-way for areas with the possibility of traffic collisions.

Discussion ensued regarding discussions with landowners for acquiring land for future public facilities locations, costs of renting property and upgrades compared to the expense of bonding and funding additional facilities such as a library/community center, the plan for the current City Hall to become a Public Safety Building, and the increased cost for a recreation center and the impact to property taxes.

18. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Wright

Councilmember Wright shared that he appreciates the opportunity to work with the Veterans and the Senior Citizens.

Councilmember Love

Councilmember Love reported that the Parks and Recreation Advisory Board is researching City trails to make suggestions for future plans and improvements.

Councilmember Burnham

Councilmember Burnham noted that she will be unable to be present at the Youth Council elections meeting on April 20th at 6:00 p.m. at City Hall due to a Utah League of Cities and Towns meeting conflict and requested for staff to verify that City representatives can be in attendance. She encouraged any youth and their parents interested in serving on the Youth Council to attend and submit letters of interest. More information is available on the City website. The Youth Council will be volunteering at Martha's Way on March 30th and is working with Pony Express Events to hold a dance at the rodeo grounds for all youth including homeschooled students. She beseeched residents to apply to serve as Youth Council Advisors and promoted the benefits and importance of the positions.

Councilmember Curtis

None.

Councilmember Gray

Councilmember Gray said the Planning Commission continues to meet and the growth of businesses in the City demonstrates that the Chamber of Commerce is doing well.

19. COMMUNICATION ITEMS

20. ADJOURNMENT

MOTION: ***Councilmember Gray moved to adjourn at 8:52 p.m. Councilmember Curtis seconded the motion.***

Those Voting Yes	*Those Voting No*	*Those Abstaining*	*Those Absent*
☒ *Donna Burnham*	☐ *Donna Burnham*	☐ *Donna Burnham*	☐ *Donna Burnham*
☒ *Colby Curtis*	☐ *Colby Curtis*	☐ *Colby Curtis*	☐ *Colby Curtis*
☒ *Jared Gray*	☐ *Jared Gray*	☐ *Jared Gray*	☐ *Jared Gray*
☒ *Carolyn Love*	☐ *Carolyn Love*	☐ *Carolyn Love*	☐ *Carolyn Love*
☒ *Brett Wright*	☐ *Brett Wright*	☐ *Brett Wright*	☐ *Brett Wright*

The motion passed with a unanimous vote.

The meeting was adjourned at 8:52 p.m.

Approved by the City Council on April 18, 2023.

_____

Fionnuala B. Kofoed, MMC
City Recorder

DRAFT

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	SITE PLAN - Taco Bell
ITEM TYPE:	Site Plan
FISCAL IMPACT:	None
APPLICANT:	Daniel Goodwin and Krystal Burge

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Community Commercial	Commercial Community	0.76	South Town

PUBLIC HEARING:
No

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:

BACKGROUND:
This request is for site plan approval of a commercial building for use by Taco Bell. The subject property is platted as Lot 201 of The Marketplace at Eagle Mountain Phase 2 Subdivision. Zoning of the property is Commercial Community (CC) and follows the standards of the CC zone unless otherwise permitted in the Development Agreement of the Marketplace at Eagle Mountain Town Center. The proposed use of a *Restaurant* is classified as permitted in the CC zone.

There was no public comment during the Planning Commission public hearing.

ITEMS FOR CONSIDERATION:
Site Plan Development Standards: The following are standards required for all site plans in any zoning district (17.100.050)
A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal complies with 17.100.050.A.
B. Screening Requirements: The project is located within a commercial district, and does not abut any agriculture or residential property, therefore it complies with 17.100.050.B.
C. Access Requirements: The building is accessed via an internal

roadway. The width of the access is 28' which complies with 17.100.050.C.
D. Off-Street Truck Loading Space: This use does not require the frequent distribution of materials via and therefore does not provide off-street truck loading space.
E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.
F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer.

Commercial Design Standards
The following are design standards for the site and building design of commercial developments.
17.72.030.A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. *The building is located adjacent to Pony Express Parkway with the drive-thru between the building and interior lot line. Pedestrian access is provided from the Pony Express trail.*
17.72.030.A.1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. Orienting the primary entrance to a parking area without addressing the street-facing facade with entrances, display windows, awnings, increased architectural elements, increased landscaping, and/or other pedestrian-oriented features is prohibited. *The main entrance to the building is located on the north elevation which opens to the main parking area with the side (east elevation) facing toward Pony Express Parkway. It is the opinion of staff that the architecture and landscaping is sufficient to provide needed elements when facing a public ROW. Additional site plans approved in the Marketplace development have similar characteristics.*
17.72.030.B requires surface parking to be located to the rear or side of the building and that parking should not be located between any commercial building and the street. *All parking is located to the side (from the Pony Express perspective) of the building in compliance with the required design standard.*
Architectural Standards: The following architectural elements shall be applied to commercial development. Minor variations to these standards may be considered.
17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed with consistent architectural style, detail, and trim features as the

primary façade. *The proposed Taco Bell elevations vary from approved/built elevations with elements unique to each user. It is the opinion of staff that the elevations largely comply with code and are in harmony with approved building architecture.*

17.72.040.B states "the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico." *The main entrance of the structure orients towards the parking area. The pedestrian entrance is readily identifiable and uses an awning structure. The drive-through elevation also contains awnings over windows where customer transactions are made.*

17.72.040.C states: "the primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either a sloping roof with overhanging eaves, or a decorative parapet and multiple roof planes and heights..." *The proposed building has multiple roof planes and heights. The drive-through elevation is fairly uniform in height but does have architectural relief on the east end.*

17.72.040.D requires vertical and horizontal articulation. *The building includes vertical and horizontal elements, awnings, and various materials providing visual articulation.*

17.72.040.E.1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" *The proposal uses awnings, a column, architectural lightings, and decorative doors and windows.*

17.72.040.F.2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." *It shall be up to the City Council to determine if the elevations meet this standard. In staff's opinion, the elevations use an acceptable combination of materials, textures, and colors*.

17.72.040.G states "Buildings should not be restricted to using desert landscape colors such as beige, tan, grays, browns etc. A wide palette of colors is recommended..." *The proposed elevations match the colors and materials of other developments within the Marketplace development, and it is the opinion of staff that the elevations comply with this requirement.*

Parking. Table 17.55.120(c), Required Parking by Land Use, requires a Restaurants (Fast Food/Drive-Thru) to have one stall per 125 square feet of area which is then 18 stalls; 22 are provided.
Bike Racks. The applicant is providing bike racks in compliance with 17.35.050.K.
Site plan approval is based on compliance with the Marketplace at Eagle Mountain Development Agreement and EMMC.

REQUIRED FINDINGS:
Site Plan approvals are based upon compliance with City Code requirements and the Marketplace at Eagle Mountain Development Agreement. The approval criteria of a Site Plan can be found in EMMC 17.100.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission held a public hearing on March 28, 2023, and recommends 5-0 that the City Council approve the site plan of Taco Bell at 4265 N. Pony Express Parkway in the Marketplace at Eagle Mountain commercial development.

ATTACHMENTS:

Taco Bell Civil Plans
Elevations
Lighting
Dumpster Enclosure
Menu Board

Taco Bell - Eagle Mountain

4265 North Pony Express Parkway
Eagle Mountain, Utah, 84043



Vicinity Map
Not to Scale

Civil Sheet Index

0.1	Cover Sheet
	ALTA Survey
1.1	Demolition Plan
2.1	Site Plan
2.2.1	Utility Plan
2.3.1	Grading Plan
2.3.2	Grading Details and Notes
2.4.1	Erosion Control Plan (Pre-Construction)
2.4.2	Erosion Control Plan (During Construction)
2.4.3	Erosion Control Details
2.5.1	Details
2.5.2	Details
2.5.3	Details
2.7.1	Landscape Plan
2.8.1	Irrigation Plan
2.8.2	Landscape & Irrigation Details
8.1	Level 1 Lighting/Fire Alarm Plan
8.14	Electrical Site Lighting Calculations

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Abbreviations

BCR	Begin Curb Return	PT	Point of Tangency
BOL	Bollard	PVC	Polyvinyl Chloride
BRW	Finish Grade – Bottom of Retaining Wall	PVI	Point of Vertical Intersection
CATV	Cable Television Box	RCP	Reinforced Concrete Pipe
CB	Catch Basin	RD	Roof Drain
CMP	Corrugated Metal Pipe	SB	Signal Box
COB	Cleanout Box	SD	Storm Drain
COTG	Cleanout to Grade	SDMH	Storm Drain Manhole
EA	Edge of Asphalt	SMH	Sewer Manhole
EB	Electrical Box	SP	Signal Pole
EC	End of Curve	SS	Sanitary Sewer
ECR	End Curb Return	SVZ	Sight Visibility Zone
GB	Grade Break	SW	Secondary Water
GM	Gas Meter	TA	Top of Asphalt
HB	Hose Bib	TB	Telephone Box
HP	High Point	TBC	Top Back of Curb
I	Irrigation Line	TC	Top of Grade
ICB	Irrigation Control Box	TMH	Telephone Manhole
Lip	Lip of Gutter	TP	Top of Concrete
LP	Light Pole	TRW	Finish Grade – Top of Retaining Wall
MH	Manhole	TW	Top of Walk
Mon	Monument	VC	Vertical Curve
PC	Point of Curvature	VPC	Vertical Point of Curve
PCC	Point of Compound Curvature	VPT	Vertical Point of Tangency
PI	Point of Intersection	WL	Waterline
PM	Power Meter	WP	Working Point
PP	Power Pole	WV	Water Valve

Legend

Proposed Curb & Gutter		Existing Improvements	
Proposed Open Face C & G		Existing Asphalt	
Proposed Asphalt		Existing Concrete	
Proposed Concrete		Existing Inlet Box	
Proposed Truncated Domes		Existing Catch Basin	
Proposed Inlet Box		Existing Manhole	
Proposed Catch Basin		Existing Fire Hydrant	FH
Proposed Manhole		Existing Water Valve	WV
Proposed Transformer	T	Existing Overhead Power Line	
Proposed Meter Box		Existing Water	W
Proposed Water Meter		Existing Secondary Water	SW
Proposed Combo Box		Existing Sewer	S
Proposed Fire Hydrant		Existing Storm Drain	SD
Proposed Water Valve		Existing Gas	G
Proposed Water Line	W	Existing Power	P
Proposed Sanitary Sewer	S	Existing Telephone	T
Proposed Storm Drain		Existing Fence	X
Proposed Conduit Line	C	Flowline	
Proposed Power Line	P	Centerline	
Proposed Gas Line	G	Existing Contour	78
Proposed Fire Line	F	Existing Spot	78.00TA
Proposed Secondary Water Line	SW	Existing Light Pole	
Proposed Roof Drain	RD	Existing Street Light	
Proposed Fence	X	Existing Building	
Ridge line	R	Existing Telephone Box	TB
Grade Break	GB	Existing Power Meter	PM
Proposed Contour	78	Existing Electrical Box	EB
Direction of Drainage		Existing Electrical Cabinet	ECAB
Proposed Spot	78.00TA	Existing Gas Meter	GM
ADA Accessible Route		Existing Water Meter	WM
Property Line		Existing Irrig. Control Box	ICB
Sawcut Line		Existing Bollard	BOL
Proposed Light Pole		Existing Hose Bib	HB
Proposed Street Light		Working Point	
Proposed Building		Existing Deciduous Tree	
Existing Power Pole			
Existing Power Pole w/ Guy		Existing Coniferous Tree	
Existing Utility Marker			
Existing Post		Detail Number	XX
		Sheet Number	XX

Eagle Mountain City General Notes

SEWER

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

WATER

- Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
- Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
- Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
- Services & fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
- Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also ¾" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid.
- Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
- Water Can: the water can for ¾" & 1" services will need to be a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specification.
- 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: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN

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

ROAD SECTION

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

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Eagle Mountain, Utah County, Utah and Incorporated Areas Map Number 49049C0275F dated 19 June, 2020 (Not Printed). Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

Basis of Bearings

A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis.

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M Assigned elevation using GPS methods
Elevation = 4865.18 feet
Observed 16 September, 2020

Legal Description

Lot 201 of the Marketplace at Eagle Mountain Town Center Phase 2 A part of the South Half of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Eagle Mountain City, Utah County, Utah

REVISIONS:
1 .

Cover Sheet

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 – AWengineering.net

REGISTERED PROFESSIONAL ENGINEER
11/29/2022
No. 8035135
-2202
Daniel Calvin Goodwin
STATE OF UTAH

Charles William Pope & Associates
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER: 0.1
OF .

FILE NAME: 21-209 CV
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SCALE:
PLOT SCALE:

Record Description

The proposed Lot 10 of Marketplace at Eagle Mountain City Center Subdivision Phase 2. Being is a portion of particularly described as follows:

The North Half of the Southeast Quarter; and the North Half of the Southwest Quarter, all in Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Utah County, State of Utah. Less and excepting the following parcels:

A: All lands lying Southerly of the North Right of Way line of Eagle Mountain Boulevard Plat Recorded October 23, 1997 as Entry No. 5.1.2:1997, Map 7292-85, Utah County Recorder's office, Utah County, State of Utah. (Utah County Tax Parcel No. 59:034:0005).

B: All lands lying Easterly of the West Right of Way line of Sweetwater Road as described and recorded in Eaglepark Phase I (aka "Eaglepark Phase 1") a Subdivision dated April 9, 1998, recorded April 15, 1998, as Entry No. 36958:19983, Map 7492-87 Utah County Recorder's Office, Utah County, State of Utah.

C: That certain Parcel conveyed to Homeland Holding Corp. by Warranty Deed dated August 20, 2002, recorded August 23, 2002 as Entry No. 97846:2002 Utah County Recorders Office, State of Utah. said Parcel is further referred to as Autumn Ridge Phase 1 & 2, a Proposed Subdivision, (Tax Parcel No. 59:044:0067), and more particularly described as follows:
Commencing South 02°17'03" West 2,468.73 feet and East 33.21 feet from the Northwest Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian: thence North 89°33'55" East 1,072.63 feet; thence South 74°29'22" East 182.00 feet; thence North 89°33'55" East 101.97 feet; thence South 01°21'47" West 1,638.29 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 9,953.50 feet, a radial line bears North 28°20'16" East; thence Northwesterly 1,648.08 feet along said curve through a Central Angle of 09°29'13" (chord bearing and distance of said curve being North 56°55'08" West 1,646.22 feet) to the beginning of a compound curve concave to the Northeast having a radius of 2,653.50 feet; thence Northwesterly 632.60 feet along said curve through a central angle of 13°39'34" (chord bearing and distance of said curve being North 45°20'43" West 631.10 feet) to the beginning of a non-tangent curve concave to the Northeast having a radius of 20 feet, a radial line bears North 51°29'04" East; thence Southeasterly 32 feet along said curve through a central angle of 91°40'31" (chord bearing and distance of said curve being South 84°21'12" East 28.69 feet); thence North 49°48'33" East 90.09 feet to the beginning of a tangent curve concave to the Northwest having a radius of 80 feet; thence Northeasterly 121.36 feet along said curve through a central angle of 86°54'56" (chord bearing and distance of said curve being North 06°21'05" East 110.05 feet); thence North 53°11'30" East 51.39 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 100 feet, a radial line bears North 43°31'38" East; thence Southeasterly 71.77 feet along said curve through a central angle of 41°07'22" (chord bearing and distance of said curve being South 67°02'03" East 70.24 feet) to the beginning of a reverse curve concave to the Southwest having a radius of 91 feet; thence Southeasterly 75.28 feet along said curve through a central angle of 47°24'17" (chord bearing and distance of said curve being South 63°53'35" East 73.16 feet; thence North 49°48'33" East 309.30 feet to the point of beginning.

D: Eaglepark phase I (aka "Eaglepark Phase 1"), a recorded Subdivision Plat dated April 9, 1998, recorded April 15, 1998, as Entry No. 36958:1998, Map 7492-87, Utah County recorders office, State of Utah.

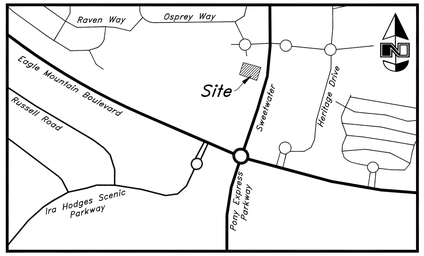
E: That certain Storm Water Detention Pond conveyed to the town of Eagle Mountain as described in the Eagle Park Public Access Plat of Eaglepark Phase I (aka "Eaglepark Phase 1"), a recorded Subdivision Plat dated April 9, 1998, recorded April 15, 1998, as Entry No. 36958:1998, Map 7492-87, Utah County recorders office, State of Utah, (Tax Parcel No. 59:044:0015), and more particularly described as:
Beginning at a point that lies North 00°25'52" East along the Section Line 1,589.96 feet and West 3,568.94 feet from the Southeast Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base & Meridian, Utah County, Utah: thence West 306.00 feet; thence North 306.00 feet; thence East 306.00 feet; thence South 306.00 feet to the point of beginning.

F: That certain entrance Road conveyed to the Town of Eagle Mountain as described in the Eagle Park Public Access Plat of Eaglepark phase I (aka "Eaglepark Phase 1"), a recorded Subdivision Plat dated April 9, 1998, recorded April 15, 1998, as Entry No. 36958:1998, Map 7492-87, Utah County recorders office, State of Utah, (Tax Parcel No. 59:044:0503), and more particularly described as:
A 114 foot Right of Way known as Eagle Park Entry Road, the centerline of which is described as follows:
Beginning at a point that lies North 00°25'52" East along the Section Line 1,889.94 feet and West 2,205.67 feet from the Southeast Corner of Section 12, Township 6 South, Range 2 West, Salt Lake Base & Meridian, Utah County, Utah: thence North 89°50'58" West 301.44 feet; the Right of Way width then changes to 50 feet; thence North 22°13'07" West 117.24 feet to the South Boundary of Eagle Park Subdivision Phase 1.

G: That certain Parcel conveyed to M&J Development by that certain Warranty Deed recorded May 19, 1999 as Entry No. 58459 in Book 5090 at Page 792, Utah County Recorders Office, State of Utah. said parcel being further described as:
Commencing North 00°25'52" West along the Section Line 1746.96 feet and West 2258.66 feet from the Southeast Corner of Section 12, Township 6 South, Range 2 West, Salt Lake and Meridian to the true point of beginning; thence West 391.09 feet; thence North 252.25 feet to the South Boundary Line of Eagle Park Subdivision Phase 1; thence North 89°57'53" East along said South Boundary Line 398.08 feet to the West Right of Way Line of Sweetwater Road; thence South 01°12'23" West along said West Right of Way line 176.07 feet to the beginning of a 1750.00 feet radius curve to the Northwest; thence Southwesterly 76.54 feet along said curve and said West Right of Way line through a central angle of 2°30'21" (chord bearing and distance for said curve being South 02°27'33" West 76.53 feet) to the true point of beginning.

H: That certain Parcel conveyed to Town Center NW, LLC, a Delaware Limited Liability Company by that certain General Warranty Deed recorded January 08, 2021 as Entry No. 4261:2021. said parcel being further described as:
A part of the South Half of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah.
Beginning at a point on the Westerly line of Sweetwater Road as it exists at 50.00 foot half-width located 1333.00 feet North 0°27'04" East along the Section line; and 2351.47 feet South 88°43'29" West along the Sixteenth Section line from the Southeast Corner of said Section 12; and running thence South 18°56'36" West 729.56 feet along said Westerly line of Sweetwater Road to the Northerly line of Eagle Mountain Boulevard as it exists at 46.50 foot half-width; thence Northwesterly along the arc of a 9953.50 foot radius curve to the right a distance of 857.57 feet (center bears North 18°57'04" East, central angle equals 4°56'11" and long chord bears North 68°34'50" West 857.30 feet) along said Northerly line of Eagle Mountain Boulevard; thence North 24°25'06" East 54.16 feet to a point of curvature; thence Northeasterly along the arc of a 379.50 foot radius curve to the left a distance of 76.97 feet (central angle equals 11°37'13" and long chord bears North 18°36'30" East 76.84 feet) to a point of reverse curvature; thence Northeasterly along the arc of a 420.50 foot radius curve to the right a distance of 45.10 feet (central angle equals 6°08'42" and long chord bears North 15°52'15" East 45.08 feet to a point of tangency; thence North 18°56'36" East 186.10 feet; thence South 71°03'24" East 25.75 feet; thence North 18°56'36" East 281.83 feet; thence South 71°03'24" East 350.57 feet; thence North 18°56'36" East 62.44 feet to a point of curvature; thence Northeasterly along the arc of a 1272.12 foot radius curve to the left a distance of 79.57 feet (central angle equals 3°35'01" and long chord bears North 17°09'05" East 79.56 feet); thence South 74°38'24" East 477.88 feet to the Westerly line of Sweetwater road; thence along said Westerly line the following two courses: Southwesterly along the arc of a 1750.00 foot radius curve to the right a distance of 109.46 feet (center bears North 74°38'25" West, central angle equals 3°35'01" and long chord bears South 17°09'05" West 109.44 feet to a point of tangency; and South 18°56'36" West 13.61 feet to the point of beginning.

I: That certain parcel conveyed to Jerry I. Ridley and Constance F. Ridley, husband and wife as joint tenants by that certain Special Warranty Deed recorded January 08, 2021 as Entry No. 4263:2021. said parcel being further described as:
A part of the South Half of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Utah County, Utah:
Beginning at a point on the Northerly line of Eagle Mountain Boulevard as widened to 61.00 foot half-width located 695.91 feet North 0°27'04" East along the Section line; and 2893.76 feet North 89°32'56" West from the Southeast Corner of said Section 12; and running thence Northwesterly along the arc of a 9939.00 foot radius curve to the right a distance of 330.69 feet (center bears North 20°53'13" East, central angle equals 1°54'23" and long chord bears North 68°09'36" West 330.68 feet) along said Northerly line of Eagle Mountain Boulevard; thence North 18°56'36" East 231.08 feet; thence North 71°03'24" West 188.24 feet; thence North 18°56'36" East 130.88 feet; thence South 71°03'24" East 25.75 feet; thence North 18°56'36" East 281.83 feet; thence South 71°03'24" East 403.95 feet; thence South 65°19'22" East 70.35 feet; thence South 18°56'36" West 292.28 feet; thence South 73°41'43" East 58.11 feet; thence South 18°56'36" West 258.00 feet; thence North 71°03'24" West 39.25 feet; thence South 18°56'36" West 105.88 feet to the Northerly line of Eagle Mountain Boulevard and the point of beginning.



Vicinity Map
Not to Scale

Benchmark
Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M Assigned elevation using GPS methods
Elevation = 4865.18 feet
Observed 16 September, 2020

Flood Plain Data
This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Eagle Mountain, Utah County, Utah and Incorporated Areas Map Number 49049C0275F dated 19 June, 2020 (Not Printed). Flood Zone X is defined as 'Area of Minimal Flood Hazard.'

Zoning Information

Building Setback Requirements	=	CC (Community Commercial)
Front yard	=	10' min 25' max (Maximum setback does not apply to anchor buildings if pad sites are provided which comply with this standard)
Back yard	=	20' (35' adjacent to residential)
Side yard	=	none (equal to building height adjacent to residential)
Height Restrictions	=	50'

Notes
According to ALTA standards, the surveyor cannot certify a survey based upon an interpretation. The surveyor is not authorized to interpret zoning codes, nor can the surveyor determine whether certain improvements are burdening or actually benefiting the property.

Pertaining to ALTA Table A Item No. 6: No zoning information was supplied for review, information provided was found on the the City of Eagle Mountain Zoning Website.

Pertaining to ALTA Table A Item No. 7: There are no buildings located on this site.

Pertaining to ALTA Table A Item No. 8: There were no observed areas of substantial refuse on the site.

Pertaining to ALTA Table A Item No. 9: There are no improved parking stalls on this site.

Pertaining to ALTA Table A Item No. 11(a): The location and/or elevation of existing utilities shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. No underground explorations were performed.

Narrative
This Survey was requested by Desert de Oro Foods, Inc. prerequisite to the development of this property.

This Survey retraces honors the forthcoming The Marketplace at Eagle Mountain Town Center Phase 2 Subdivision and the adjacent recorded Plat of the Marketplace at Eagle Mountain Town Center Subdivision by AWA.

A line between monuments found for the Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on the NAD 1983 Utah Central Zone State Plane datum.

The Title Report exhibited hereon references a Lot 10 of Phase 2 that has been subsequently proposed as being Lot 201 of the Marketplace at Eagle Mountain Town Center, Phase 2.

No Property Corners were placed with this Survey.

Title Information
This survey was completed using Title Report File No. NCS-1072995-SLC1 Revision 1 dated July 16, 2021 from First American Title Insurance Company National Commercial Services:

The following survey related items circled (Solid) from Schedule B - Part II of the title report are plotted on the survey:

The following survey related items circled (Dashed) from Schedule B - Part II of the title report blanket all or a portion of this site but contain nothing to plot:

The following survey related items not circled from Schedule B - Part II of the title report could not be plotted.

(10) The effect of the 1969 Farmland Assessment Act recorded April 25, 2012 as Entry No. 33948:2012 of Official Records, covers this site along with more land, contains nothing to plot.

(12) Resolution NO. 24-98 establishing the Eagle Mountain, Utah Special Improvement District NO. 98-3 (Sweet Water Road/Storm Drainage Phase I) recorded November 16, 1998 as Entry No. 118016 in Book 4859 at Page 74 of Official Records covers this site along with most of Utah County, but contains nothing to plot.

13 Easements, notes, and restrictions as shown on the recorded Plat of Autumn Ridge Phase 1 recorded July 27, 2007 as Entry No. 108734:2007, Map Filing No. 12383-136 of Official Records, plat plots to the West and does not affect this site.

(14) Any covenants, conditions and restrictions, easements, assessments, liens, charges, terms and provisions contained within those certain declarations recorded October 29, 2009 as Entry No. 113261:2009 and an Amendment to declarations recorded December 13, 2010 as Entry No. 108314:2010 and as Entry No. 49096:2018 recorded May 25, 2018 and as Entry No. 54420:2019 recorded June 14, 2009 and as Entry No. 92248:2019 recorded September 17, 2019 and as Entry No. 117084:2019 recorded November 8, 2019, covers this site along with more land, contains nothing to plot.

(15) Notice of Reinvestment Fee Covenant recorded May 20, 2010 as Entry No. 41553:2010 of Official Records covers this site along with more land, contains nothing to plot.

16 Non-Exclusive Right-of-Way Easement recorded January 5, 2011 as Entry No. 1460:2011 and an Agreement for the Appointment of Easements recorded September 19, 2016 as Entry No. 91360:2016 of Official Records, does not affect this site.

(17) Communications Easement recorded August 15, 2018 as Entry No. 77533:2018 of Official Records covers this site along with more land, contains nothing to plot.

(19) Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions recorded July 27, 2021 as Entry No. 130929:2021 of Official Records, covers this site along with more land, contains nothing to plot.

* Exception No.'s 1-9, 18 & 20 are general and/or standard exceptions and do not reveal matters of survey.

** Exceptions No. 11 describes and affects this site but does not reveal matters of survey.

Certification
Desert de Oro Foods, Inc, GEN2 Utah Properties, LLC, an Arizona limited liability company, Monte Vista Ranch, LC, a Utah limited liability company, First Horizon Bank, its successors and or/assigns and First American Title Insurance Company National Commercial Services:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 5, 6(a), 7(a), 8, 9, and 11(a) of Table A thereof. The field work was completed on April 20, 2022.

Date: 11/08/2022

PROFESSIONAL LAND SURVEYOR 8707113 KEN B. HAWKES STATE OF UTAH

Ken B. Hawkes
Utah PLS No. 8707113

PROFORMA

REV	DATE	DESCRIPTION
1	28 Oct, 2022	Update Certification

Designed by: DH
Drafted by: NE
Client Name:
Desert de Oro Foods, Inc.
21-208as

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

ALTA / NSPS Land Title Survey

Taco Bell Eagle Mountain
4265 North Pony Express Parkway
Eagle Mountain City, Utah County, Utah
A Part of the Southeast Quarter of Section 12, T6S, R2W, SLB&M, U.S. Survey

19 Apr, 2022

SHEET NO. 1 of 2



RCV	DATE	DESCRIPTION

Designed by: DH
Drafted by: NE
Client Name:
Desert de Oro Foods, Inc.

21-208as

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 – AWengineering.net

ALTA / NSPS Land Title Survey

Taco Bell Eagle Mountain

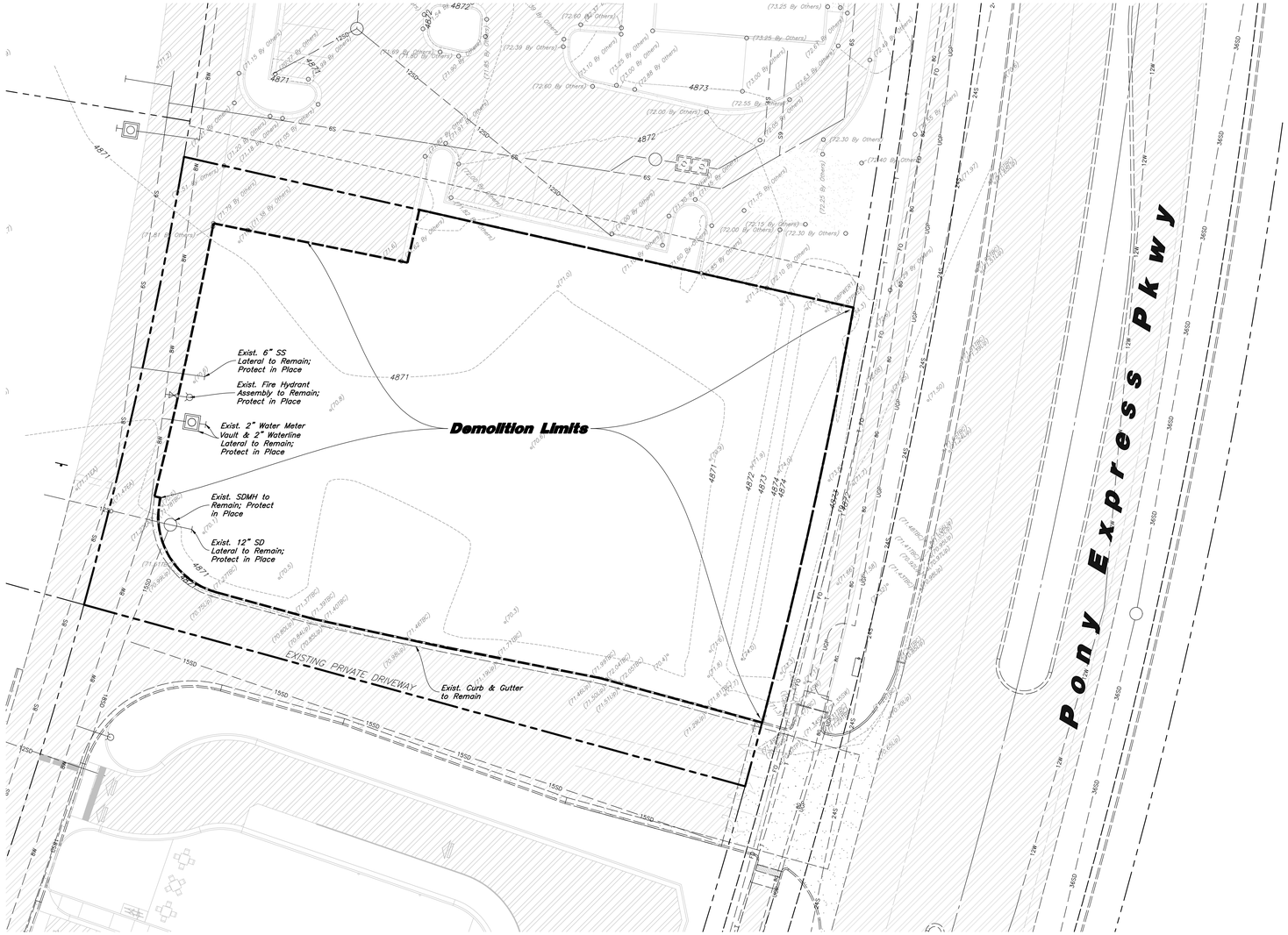
4265 North Pony Express Parkway
Eagle Mountain City, Utah County, Utah

A Part of the Southeast Quarter of Section 12, T6S, R2W, SLB&M, U.S. Survey

PROFESSIONAL LAND SURVEYOR
8707113
KEN B. HAWKES
STATE OF UTAH

19 Apr, 2022

SHEET NO.
2
of 2



Scale: 1" = 20'

20' 0 20' 40'

General Demolition Notes:

1. Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
2. Refer to site improvement plans for more details on limits of removal.
3. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures within the demolition limits to be cleared from site unless otherwise shown.
4. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
5. Excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner) Excavated areas should be backfilled per the geotechnical report prepared for the project.
6. Clear and grub trees, shrubs, and vegetation within demolition limits, disposal to be off-site except where noted otherwise.
7. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
8. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
9. The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact authorities having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
10. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
11. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
12. Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
13. Install traffic warning devices as needed in accordance with local standards.
14. Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.
15. Demolish existing buildings and clear from site. (including removal of all footings and foundations.)
16. If ASBESTOS is found in existing structures, the Asbestos must be removed in a legal manner by a contractor licensed to handle asbestos materials. (Not a part of contract)
17. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.
18. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.
19. Contractor shall shore and protect neighboring properties per OSHA stds. during excavation activities when necessary. All excavation shall remain on and within the bounds of the subject property. Unless specifically noted on the plans and approval from the adjoining neighbor has been obtained prior to any excavation beyond the subject property limits.

CAUTION :

The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

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BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

REVISIONS:
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Demolition Plan

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

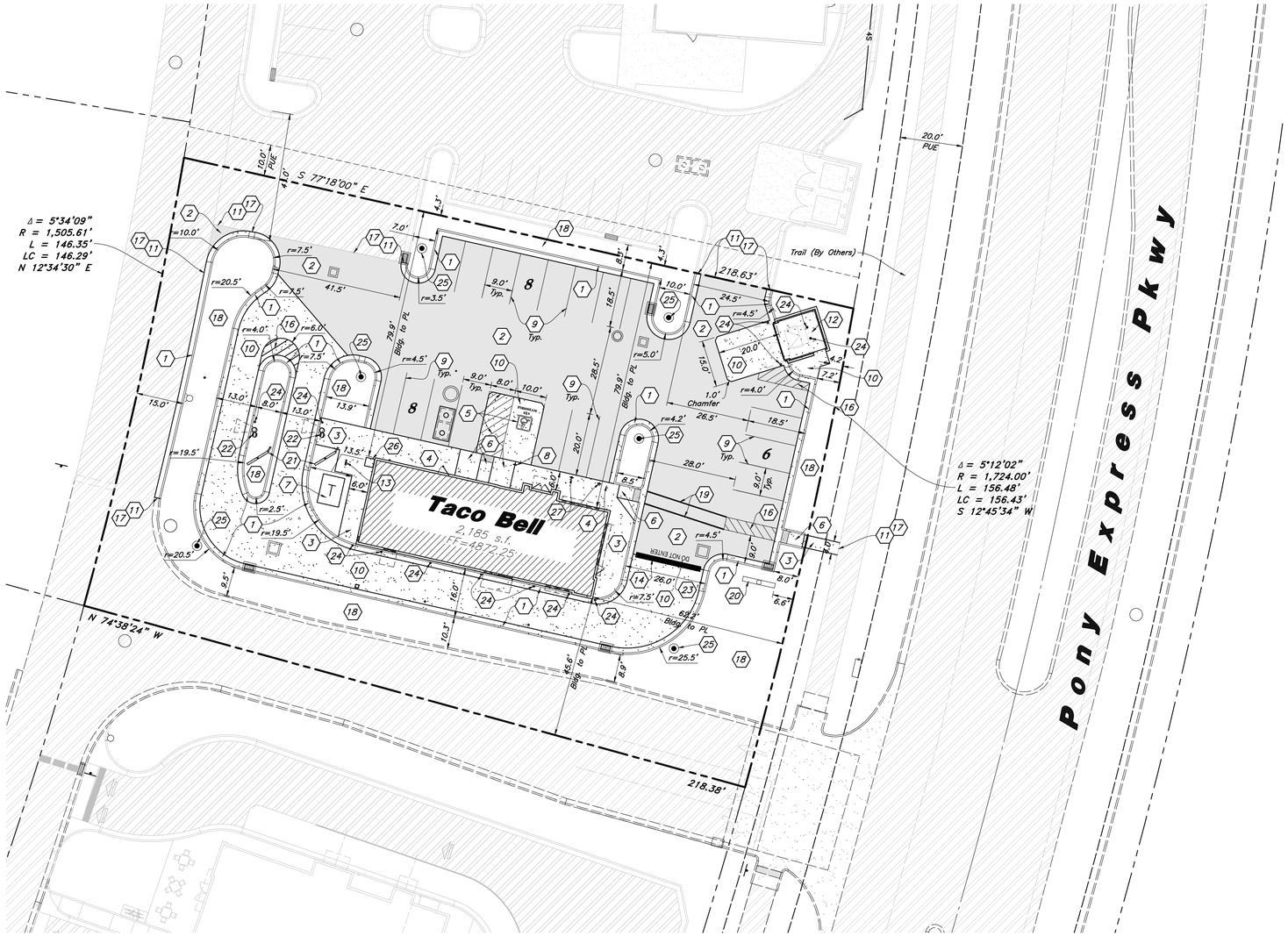
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

REGISTERED PROFESSIONAL ENGINEER
11/29/2022
No. 8035135
-2202
Daniel Calvin Goedwin
STATE OF UTAH

Charles William Pope & Associates
ARCHITECTURE, PLANNING, CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
1.1

DESCRIPTION: Taco Bell - Eagle Mountain
NE SCALE:
SCALE:



Site Data

Site Area = 33,066 s.f. (0.759 ac.)
Landscape Area Provided = 6,647 s.f. (20.10%)
Impervious Area Provided = 24,234 s.f. (73.29%)
Building Area = 2,185 s.f (6.61%)
Parking Required
Drive Thru = 1/125 s.f. = 18 stalls
Parking Provided = 22 stalls
Zone = Community Commercial

Scale: 1" = 20'

20' 0 20' 40'

Hatch Legend

- Light Duty Asphalt Paving
- Heavy Duty Asphalt Paving
- Existing Asphalt Paving
- Concrete Paving
- Building Interior

Site Construction Notes

1. Const. 24" Curb & Gutter (1 / 2.5.1)
2. Const. Asphalt Paving (2 / 2.5.1)
3. Const. Conc. Sidewalk (4 / 2.5.1)
4. Const. Thickened Edge Sidewalk (5 / 2.5.1)
5. Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (1 / 2.3.2)
6. Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets)
7. Transformer (See Electrical Plans)
8. Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes) (2 / 2.3.2)
9. Const. 4" Yellow Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
10. Const. Conc. Paving (6 / 2.5.1)
11. Sawcut; Provide Smooth Clean Edge
12. Dumpster Enclosure (See Arch. Plans)
13. Const. Bike Rack (18 / 2.5.3)
14. Const. 18" White Stop Bar
15. Not Used
16. Const. 4" Yellow Stripe @ 24" O.C., (2 Coats), Contractor Shall Provide 15mm Dry Thickness
17. Conn. & Match Existing Improvements
18. Const. Landscape (Coordinate w/ Landscape Plan)
19. Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
20. Monument Sign (By Separate Permit)
21. Menu Board (See Architectural Plans)
22. Speaker Box (See Architectural Plans)
23. Const. 12.5'x18" "Do Not Enter" Painted Text
24. Const. Conc. Bollard (16 / 2.5.3)
25. Const. Site Light Pole (See Electrical Plans)
26. Equipment Cabinet (See Architectural Plans)
27. Mobile Pickup Parking Sign w/ Bollard (Coord. w/ Owner)

Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the 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 negligence of the owner or the engineer.

General Site Notes:

1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
6. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

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BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

REVISIONS:
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Site Plan

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 – AWengineering.net

REGISTERED PROFESSIONAL ENGINEER
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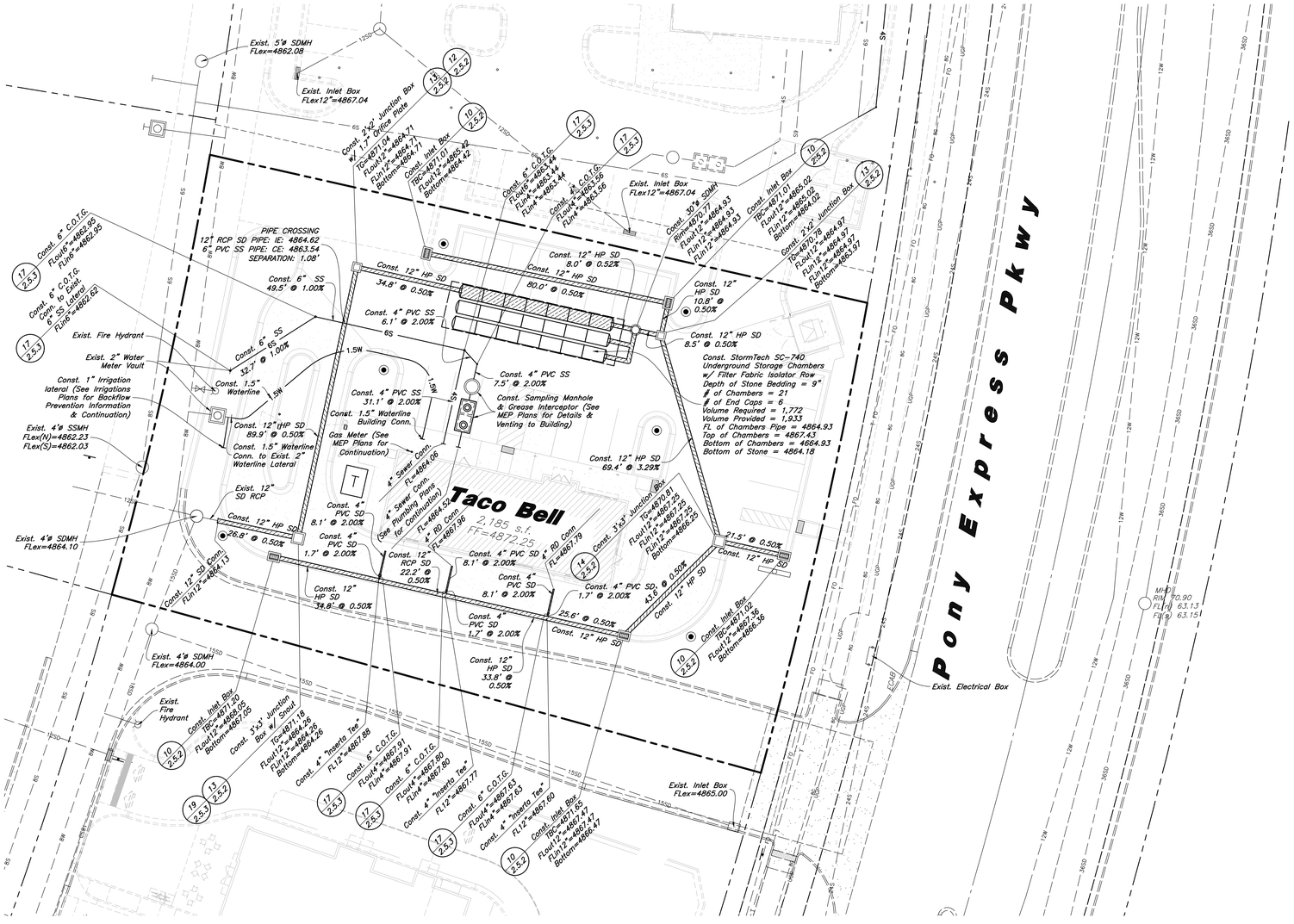
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
2.1
OF .

FILE NAME: 21-208 SP
DESCRIPTION: Taco Bell – Eagle Mountain
DRAWING SCALE: Scale: 1" = 20'
PLOT SCALE: 240



Scale: 1" = 20'

20' 0 20' 40'

General Utility Notes:

1. All sewer and water facilities shall be constructed per local jurisdiction standards and specifications. Contractor is responsible to obtain standards and specifications.
2. Coordinate all utility connections to building with plumbing plans and building contractor.
3. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.
4. All catch basin and inlet box grates are to be bicycle proof.
5. Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.
6. Gas lines, telephone lines, and cable TV lines are not a part of these plans.
7. Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.
8. Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible, at no cost to the owner, to construct any vertical adjustments necessary to clear sewer, storm drain, or other utilities as necessary including valve boxes and hydrant spools to proper grade.
9. Contractor shall install a 12" concrete collar around all manholes, valves, catch basins, cleanouts & any other structures located within the asphalt.

Utility Piping Materials:

All piping materials shall be per local agency standards or the specifications below at a minimum. All utility piping shall be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

Culinary Service Laterals

1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901, PE 3408, SDR 9 (200 psi)
2. Copper Pipe (Up to 3 inches diameter): Type 'K.'

Water Main Lines and Fire Lines

1. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 200

Sanitary Sewer Lines

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

Storm Drain Lines

1. 12" pipes or smaller – Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35, HP Storm
2. 15" pipes or larger – Reinforced Concrete Pipe, ASTM C76, Class III, Hp Storm

Building Data	
Square Footage:	2,185
Fire Sprinkled:	No

CAUTION :

The locations and/or elevations of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

Storm Drain & Sanitary Sewer Note:

All Storm Drainage & Sanitary Sewer Pipe Lengths and Slopes are from Center of Structure to Center of Structure

Onsite Utility Connection Notes:

1. Contractor shall field verify all utility connection elevations prior to any utility construction has begun.
2. Contractor shall construct utility lines into site prior to any onsite utility construction. Gravity lines are to be constructed starting at the lowest point and be installed prior to any waterline installation
3. Construction of any onsite utilities prior to the offsite connection will be done at the contractors risk.

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1-800-662-4111

REVISIONS:
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Utility Plan

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
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(801) 521-8529 – AWengineering.net

REGISTERED PROFESSIONAL ENGINEER
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Charles William Pope & Associates
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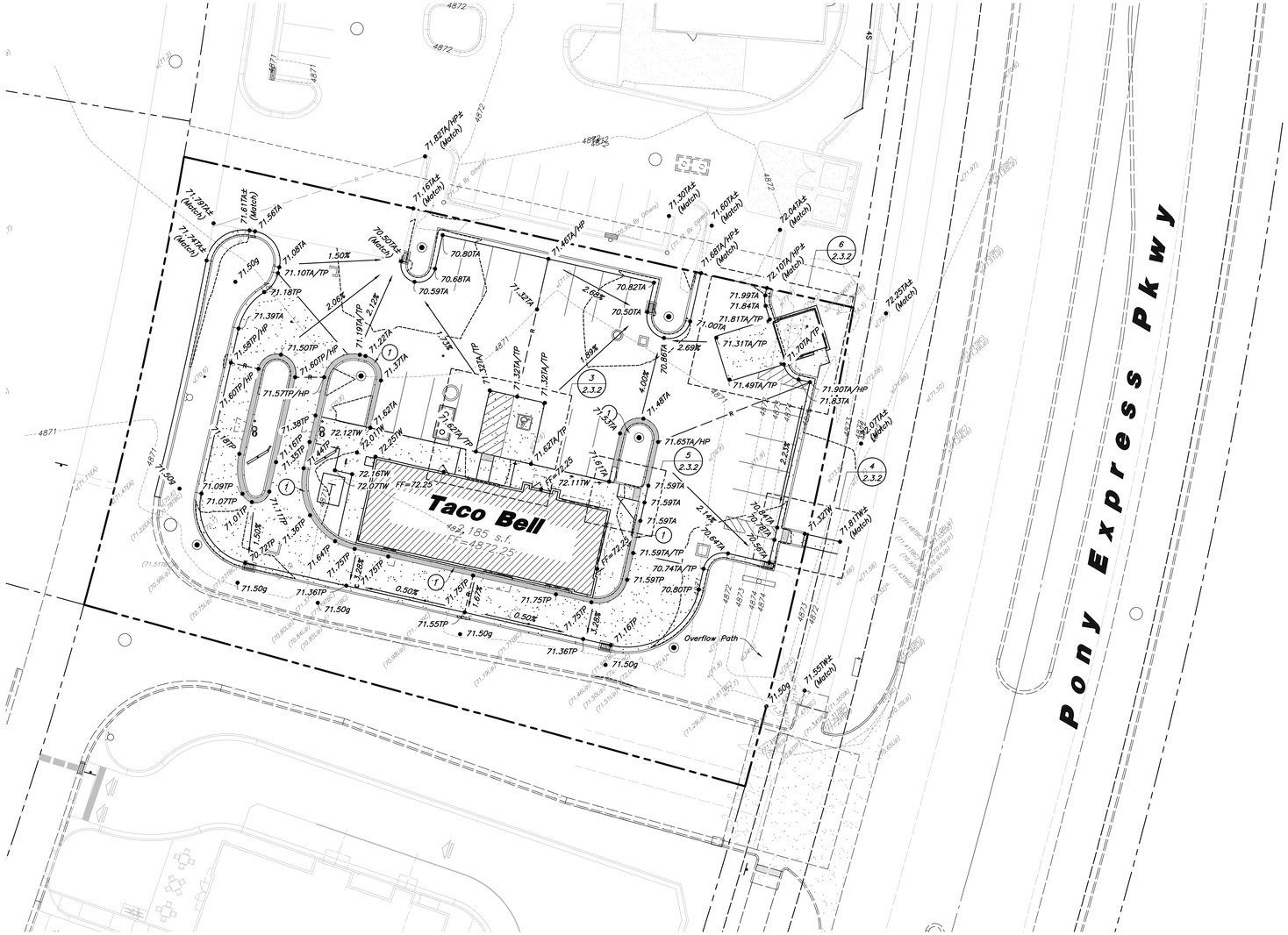
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
2.2.1
OF .

FILE NAME: 21-208 UT
DESCRIPTION: Taco Bell – Eagle Mountain
DRAWING SCALE:
PLOT SCALE:


Taco Bell
4,852 s.f.
FF=4872.25
Pony Express Pkwy
Overflow Path
71.82TW/HP± (Match)
71.61TA± (Match)
71.79TA± (Match)
71.74TA± (Match)
71.56TA
71.50g
71.08TA
71.10TA/TP
71.18TP
71.39TA
71.58TP/HP
71.50TP/HP
71.60TP/HP
71.57TP/HP
71.60TP/HP
71.38TP
71.16TP
71.35TP
71.44TP
71.09TP
71.07TP
71.11TP
71.63TP
71.36TP
71.64TP
71.75TP
71.51TP
71.55TP
71.50TA± (Match)
70.80TA
70.68TA
70.59TA
1.50%
2.05%
1.72%
1.73%
71.19TA/TP
71.32TA
71.37TA
71.32TA/TP
71.32TA/TP
71.32TA/TP
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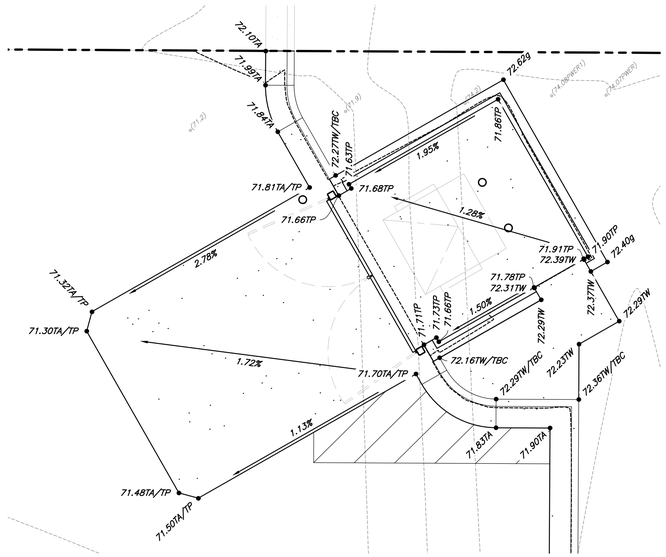
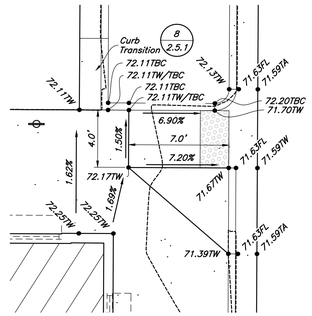
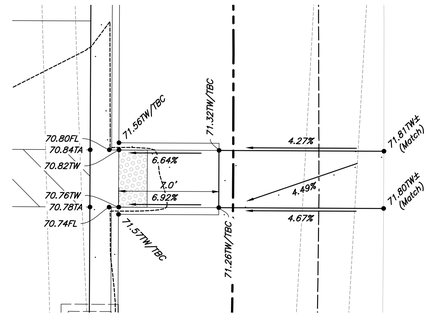
71.75



6 **Trash Enclosure Detail**
Scale: 1" = 5'



5 **Accessible Ramp Detail**
Scale: 1" = 5'



4 **Curb Ramp Detail**
Scale: 1" = 5'

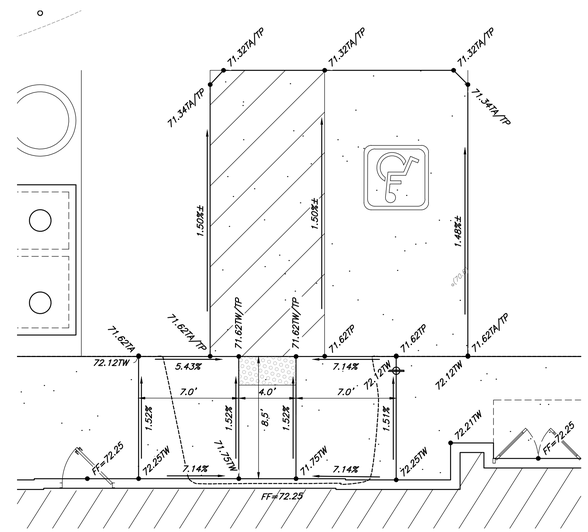
Prior to any construction of any Accessible Improvements, a Pre-Construction meeting shall be held between Contractor and Engineer. Contractor is Responsible to contact Engineer and Schedule Pre-Construction Meeting

Public Curb Ramp Construction Notes

1. *All public curb ramps shall be constructed in accordance with governing municipalities standards and specifications.*
2. *It is the contractors responsibility to obtain governing municipalities standards and specifications.*
3. *The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1-Latest Edition) and/or FHAA.*

Private Curb Ramp Construction Notes

1. *Slopes provided are per Anderson Wahlen & Associates design standards. Slopes shown are below ADA and ICC maximum requirements, unless noted otherwise in project plans.*
2. *The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1-Latest Edition) and/or FHAA.*
3. *Counter slopes of adjoining gutters & paving adjacent to the curb ramp shall not be steeper than 4.50%.*
4. *Accessible ramp flares shall be poured separately from ramp to ensure proper slopes.*
5. *Contractor to transition curb or sidewalk height from 6" to 0" reveal. Curb or sidewalk height to match ramp throughout transition.*

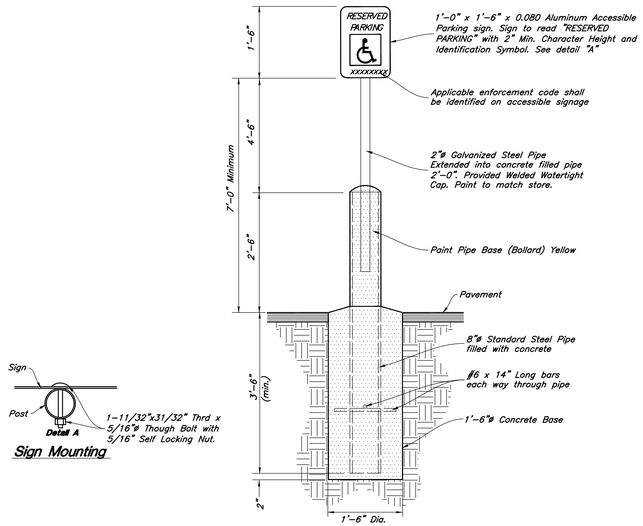


3 **Accessible Ramp Detail**
Scale: 1" = 5'

Accessible Van Stall Alternate Sign

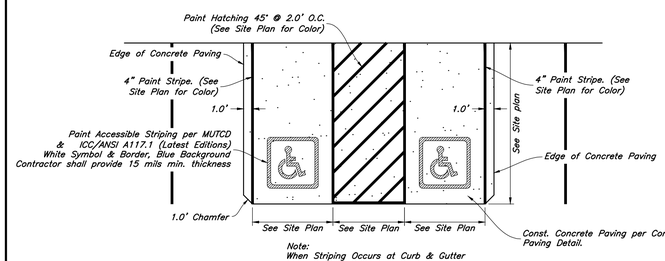


This sign shall be used for all Accessible Stalls identified as "VAN" on Site Plan. 1'-0" x 1'-6" x 0.080 Aluminum Accessible Van Stall Parking sign Sign to read "RESERVED PARKING" and "VAN ACCESSIBLE" with Identification Symbol. See Detail A



Sign Mounting

In Parking Lot Areas
2 **Accessible Parking Sign w/ Bollard**
Not to Scale



Note:
When Striping Occurs at Curb & Gutter
Striping to be Painted at Lip of Gutter

1 **Accessible Striping Detail**
Not to Scale

FILE NAME: 21-209 GR
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SCALE: Scale: 1" = 20'
PLOT SCALE: 240

REVISIONS:
1 .

Grading Details and Notes

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWengineering.net

REGISTERED PROFESSIONAL ENGINEER
11/29/2022
No. 8035135
-2202
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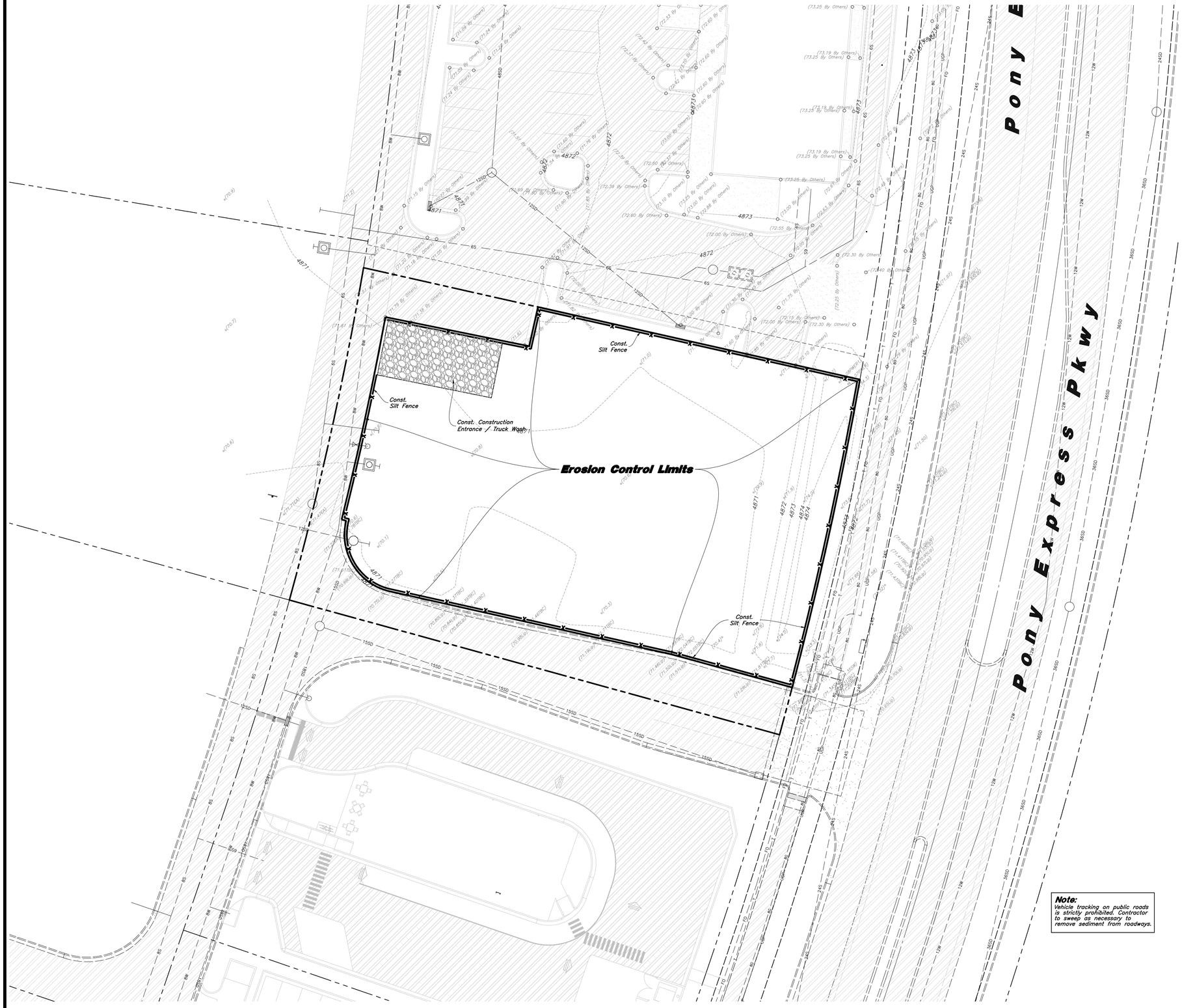
STATE OF UTAH

Charles William Pope & Associates
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
2.3.2
OF .



Note:
Vehicle tracking on public roads is strictly prohibited. Contractor to sweep as necessary to remove sediment from roadways.

Scale: 1" = 20'

20' 0 20' 40'

Legend

- Place Inlet Protection at all Inlet Locations to prevent boxes from silting.
- Silt Fence
- Limit of Disturbance
- Construction Entrance / Truck Wash (50'x24' Min.)
- Concrete Washout Area (CW)
- Portable Toilet (PT)
- Gravel Sock
- Existing Contour
- Existing Spot
- Proposed Contour

Erosion Control Notes

1. Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
2. The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
3. All Construction equipment will enter thru Designated Construction Entrances.
4. Coordinate Entrance locations with the local jurisdiction.
5. Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration.
6. Silt Fences shall be Repaired to their Original Conditions if Damaged, Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
7. The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
8. All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
9. Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
10. 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.
11. Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional.
12. This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures Implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
13. Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
14. Re-vegetate areas where landscaping has died or not taken hold.
15. Divert storm water runoff around disturbed soils with berms or dirt swales.
16. Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
17. Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the production of the dust control plan shall be the responsibility of the Contractor.

FILE NAME: 21-208 EC1
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWN BY: AJC
PLOT SCALE:

REVISIONS:
1 .

Erosion Control Plan (Pre-Construction)

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

REGISTERED PROFESSIONAL ENGINEER
11/29/2022
No. 8035135 -2202
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DATE: 11.29.22
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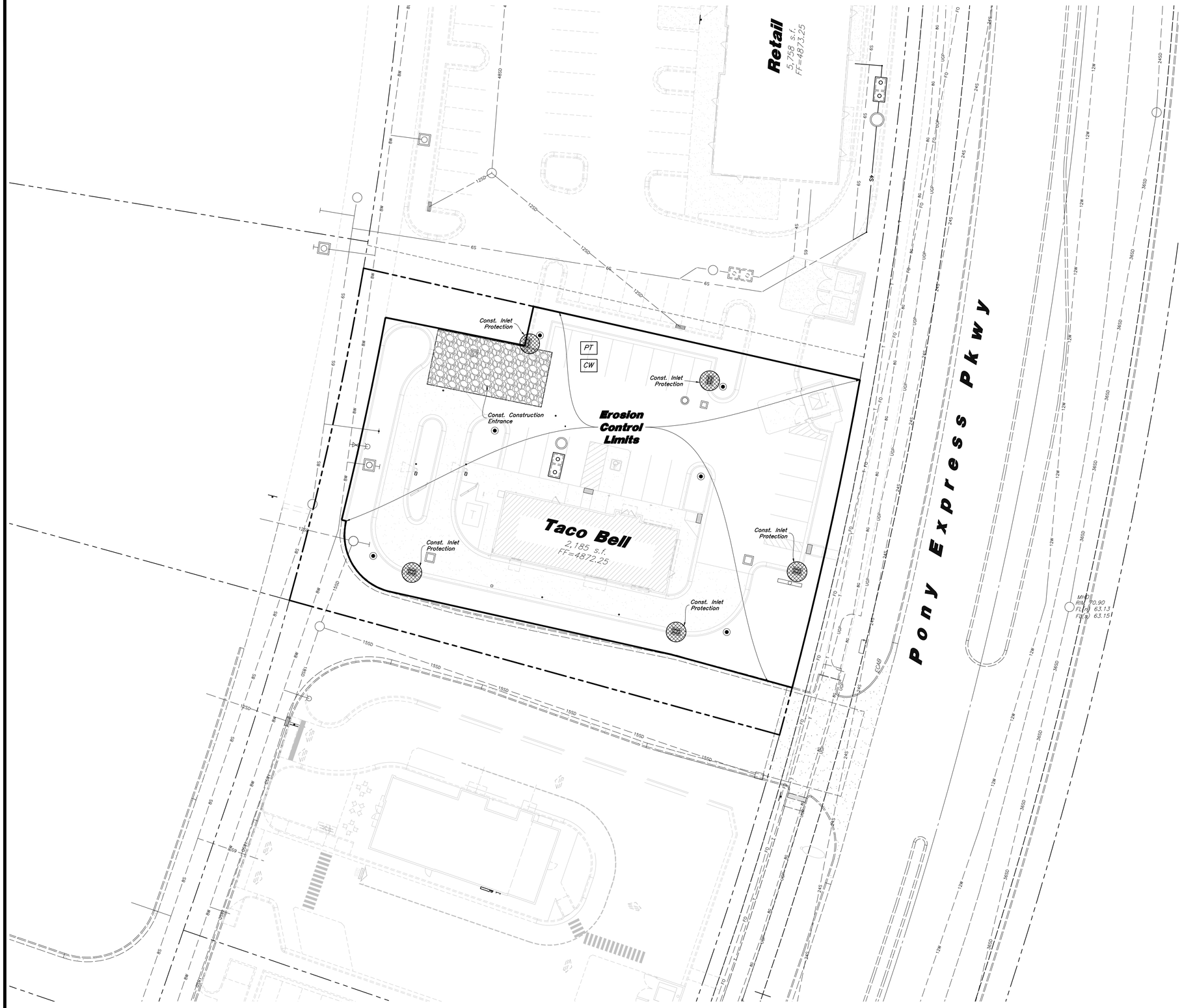


Scale: 1" = 20'

20' 0 20' 40'

Legend

- Place Inlet Protection at all Inlet Locations to prevent boxes from silting.
- Silt Fence
- Limit of Disturbance
- Construction Entrance / Truck Wash (50'x24' Min.)
- Concrete Washout Area — CW
- Portable Toilet — PT
- Gravel Sock
- Existing Contour — 78 —
- Existing Spot — x(78.00TA)
- Proposed Contour — 78

Erosion Control Notes

1. Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
2. The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
3. All Construction equipment will enter thru Designated Construction Entrances.
4. Coordinate Entrance locations with the local jurisdiction.
5. Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration.
6. Silt Fences shall be Repaired to their Original Conditions if Damaged, Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
7. The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
8. All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
9. Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
10. 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.
11. Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional.
12. This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures Implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
13. Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
14. Re-vegetate areas where landscaping has died or not taken hold.
15. Divert storm water runoff around disturbed soils with berms or dirt swales.
16. Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
17. Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the production of the dust control plan shall be the responsibility of the Contractor.

FILE NAME: 21-209 EC2
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SCALE:
PLOT SCALE:

REVISIONS:
1 .

Erosion Control Plan (During Construction)

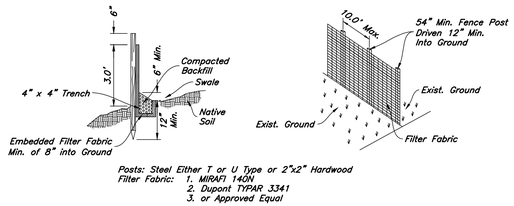
NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

REGISTERED PROFESSIONAL ENGINEER
11/29/2022
No. 80351.35
-2202
Daniel Calvin Goodwin
STATE OF UTAH

Charles William Pope & Associates
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
2.4.2
OF .



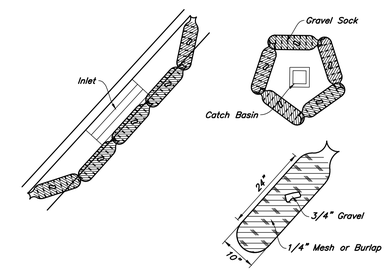
Posts: Steel Either T or U Type or 2"x2" Hardwood
Filter Fabric: 1. MIRAFI 140N
2. Dupont TYPAR 3341
3. or Approved Equal

Notes:

1. Filter cloth to be fastened securely to fence posts with wire ties or staples.
2. When two sections of filter cloth adjoin each other they shall be overlapped by six inches and folded.
3. Collected material shall be removed when "bulges" develop in the silt fence.

3 Silt Fence Section

Not to Scale

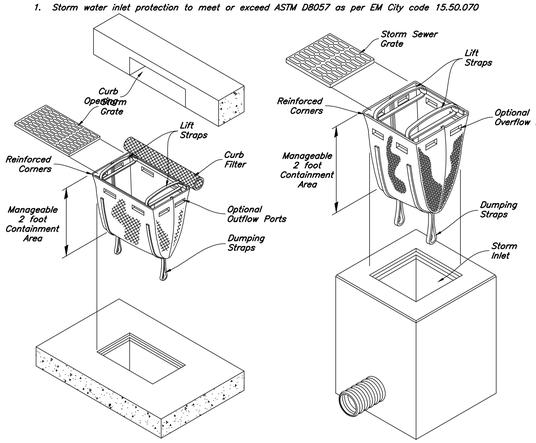


5 Gravel Sock Sediment Barrier

Not to Scale

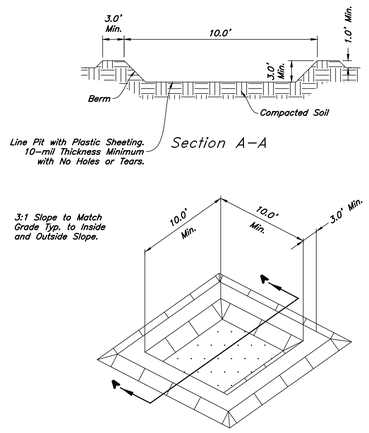
Notes:

1. Storm water inlet protection to meet or exceed ASTM D8057 as per EM City code 15.50.070



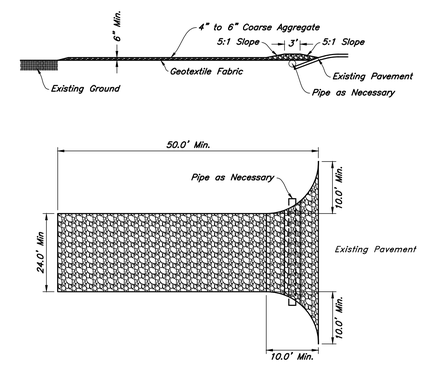
2 Dandy Sack Inlet Protection

Not to Scale



4 Concrete Washout

Not to Scale



1 Stabilized Construction Entrance

Not to Scale

REVISIONS:
1 .

Erosion Control Details

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 – AWAengineering.net

REGISTERED PROFESSIONAL ENGINEER
3/22/2022
No. 6035135 -2202
Daniel Calvin Goodwin
STATE OF UTAH

Charles William Pope & Associates
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
2.4.3
OF .

FILE NAME: 21-208 EC2
DESCRIPTION: Taco Bell – Eagle Mountain
DRAWING SCALE:
PLOT SCALE:

1. REINFORCEMENT: ASTM A 615, grade 60, galvanized or epoxy coated deformed steel rebar or smooth steel dowels with diameter and length as indicated.

   A. Space rebar and dowels at 12 to 15 inches on center.
   B. Grease dowels to provide movement in expansion joints.
   C. Keep tie bars in the vertical center of the concrete slab and perpendicular to the joint during concrete placement.

2. SAWING: Keep at least 3 working power saws on-site when concrete is being placed. Saw crack control joints (contraction joints) before shrinkage cracking takes place. Do not tear or ravel concrete during sawing. In cool weather, the joint sawing may be delayed only for the time required to prevent tearing and raveling the concrete. Cut joints to dimensions recommend by sealant manufacturer and approved by ENGINEER.

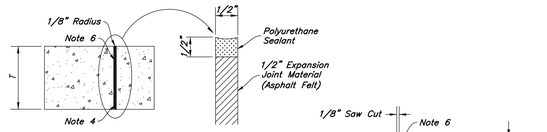
3. JOINTS: Lay out joints to aid construction and control random cracking.

   A. Joint Spacing shall be 12 feet maximum on center in both directions.
   B. Extend transverse contraction joints continuously across the full width of the concrete. Make the joints coincide with curb and gutter joints.
   C. Make adjustments in joint locations to meet inlet or manhole locations.
   D. Expansion Joints shall be placed where concrete abuts a building wall, sidewalk, curb, gutter or any immovable structure.

4. JOINT FILLER: Bituminous (Asphalt or tar) mastic, ASTM D994. Formed and encased between 2 layers of bituminous saturated felt or 2 layers of glass-fiber felt extending to the bottom of the concrete slab.

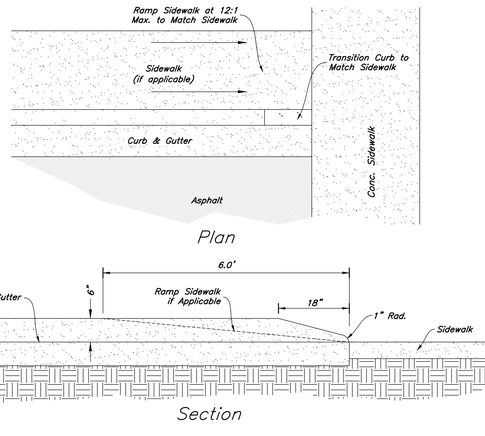
5. BACKER ROD: Round Rods. It must be oversized approximately 25 percent to fit tightly into each joint and compatible with hot poured sealant.

6. JOINT SEALANT: Hot applied, Asphalt base type, ASTM D 3405. Remove dirt, oil, and curing compounds from joint reservoir. Seal joints immediately after cleaning.



9 Concrete Joint Detail

Not to Scale



8 Curb Transition

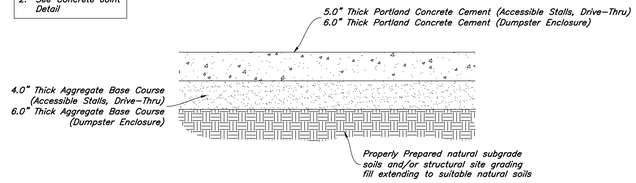
Not to Scale

FILE NAME: 21-208 DT
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWN BY: JJ
PLOT SCALE:

7 Not Used

Not to Scale

1. See Geotechnical Report for Project for Future Details
2. See Concrete Joint Detail



6 Concrete Paving Section

Not to Scale

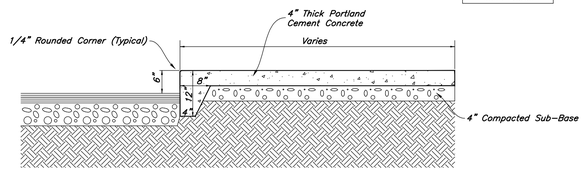
Contraction Joints

A. Spacing = 10' O.C.

Expansion Joints

A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.

1. See Concrete Joint Detail



5 Thickened Edge Walk

Not to Scale

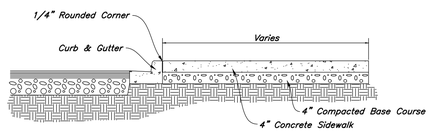
Contraction Joints

A. Spacing = 10' O.C.

Expansion Joints

A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.

1. See Concrete Joint Detail



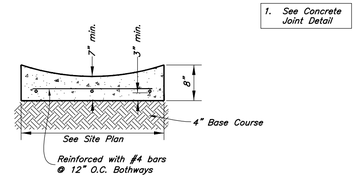
4 Typical Sidewalk Detail

Not to Scale

Contraction Joints

A. Spacing = 10' O.C.
B. 1/8" Wide by 2" Deep

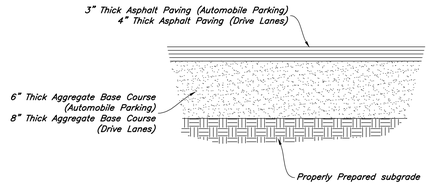
1. See Concrete Joint Detail



3 Typical Waterway Detail

Not to Scale

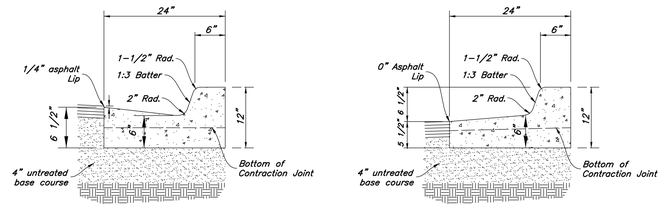
1. See Geotechnical Report for Project



2 Standard Asphalt Section

Not to Scale

1. Contraction Joints
   A. Spacing = 10' o.c., see joint detail
   B. 1/8" wide by 2" deep from top of curb at 15'-0" intervals
2. Expansion Joints
   A. Make expansion joints full depth, see joint detail
   B. Place expansion joint at all cold joints
   C. Expansion joints are required at ends of all radii 0.08.
   D. Required 5'-0" on each side of drainage structures
   E. Required at 90'-0" maximum intervals in straight curb and gutter
   F. Provide #6 x 18" long smooth steel dowel bars with 1" dia. grease cap through expansion joints (½" thick bituminous filler material)
3. 2'-6" Long tie bar on 2'-6" centers shall be provided when curb is adjacent to P.C.C. pavement
4. Provide (2) #6 x 2'-6" long tie bars to connect existing and new curb and gutter
5. Remove forms as early as possible. Brush top and face of curbs to remove all imperfections. Typical of all form work.
6. All radii shall be true arcs
7. Medium to light broom finish on all exterior concrete



1. See Concrete Joint Detail

1 24" Curb And Gutter

Not to Scale

REVISIONS:
1 .

Details

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No. 8035135 -2202
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STATE OF UTAH

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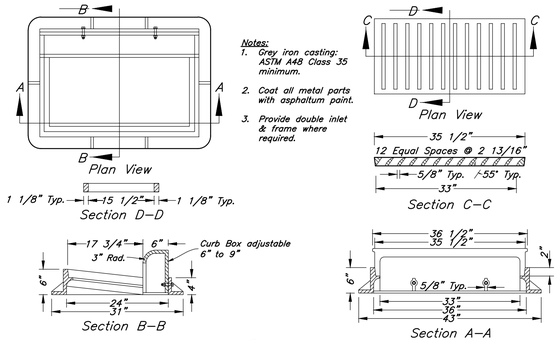
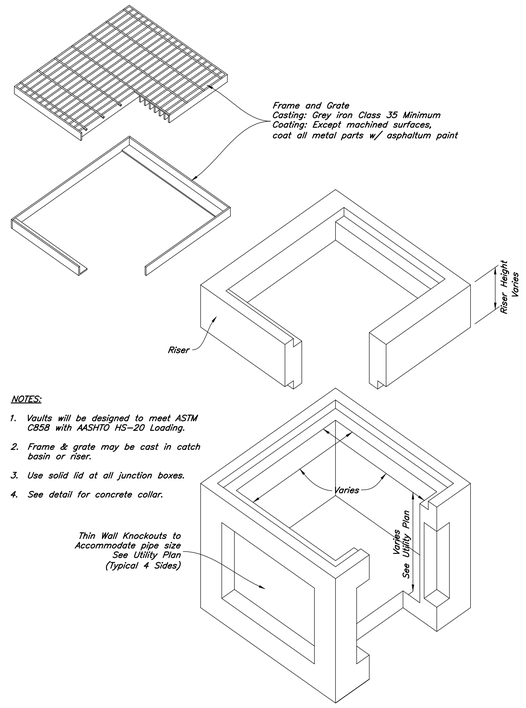
SHEET NUMBER:
2.5.1
OF .



Notes:
1. Grey iron casting: ASTM A48 Class 35 minimum.
2. Coat all metal parts with asphaltum paint.
3. Provide double inlet & frame where required.

15 Inlet Grate Frame

Not to Scale



Notes:
1. Vaults will be designed to meet ASTM C858 with AASHTO HS-20 Loading.
2. Frame & grate may be cast in catch basin or riser.
3. Use solid lid at all junction boxes.
4. See detail for concrete collar.

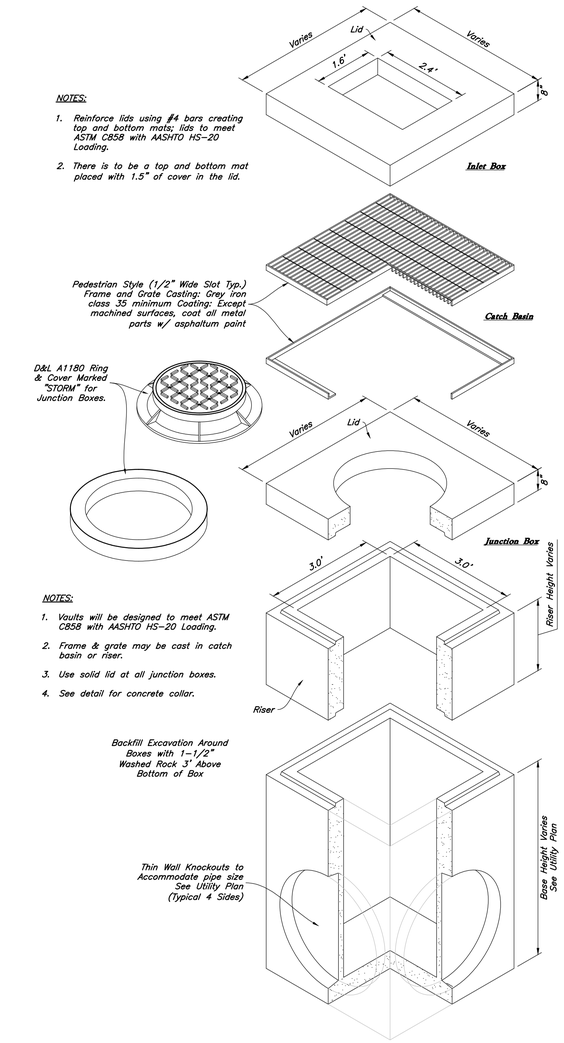
13 Precast Catch Basin

Not to Scale



11 Concrete Collar Detail

Not to Scale

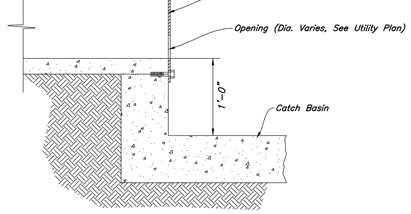


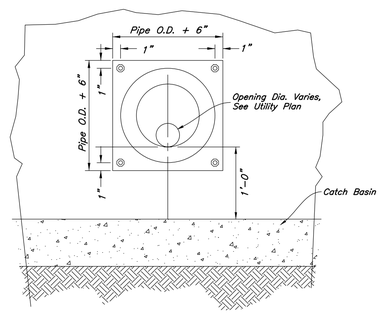
Notes:
1. Reinforce lids using #4 bars creating top and bottom mats; lids to meet ASTM C858 with AASHTO HS-20 Loading.
2. There is to be a top and bottom mat placed with 1.5" of cover in the lid.

Notes:
1. Vaults will be designed to meet ASTM C858 with AASHTO HS-20 Loading.
2. Frame & grate may be cast in catch basin or riser.
3. Use solid lid at all junction boxes.
4. See detail for concrete collar.

14 Precast 3' x 3' Catch Basin Junction Box/inlet

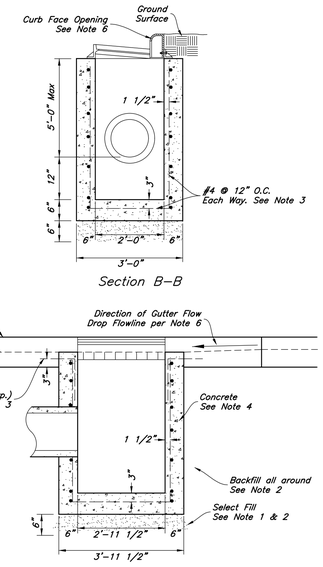
Not to Scale



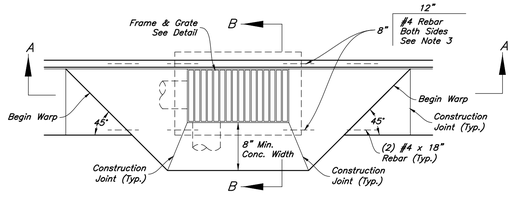


12 Orifice Plate Detail

Not to Scale



Catch Basin Notes:
1. Select Fill: Use untreated base course grade 1 or grade 3/4 per APWA Section 02060. Use of sewer rock or recycled aggregate requires Engineers written approval.
2. Backfill: Install and compact all backfill material or APWA Section 02321.
3. Reinforcement: Use ASTM A 615, grade 60 deformed steel rebar. See APWA Section 03200.
4. Concrete: Class 4,000 per APWA Section 03304. Place per APWA Section 03310. Apply a sealing / curing compound per APWA Section 03390 or use an acceptable alternate curing method.
5. Pipe Laterals: The drawing shows alternate connections to the curb outlet. Refer to construction drawings for connection locations.
6. Curb Face Opening: Make opening 4 inches high. Provide at least a 2 inch drop from the gutter flowline to the invert of the curb face opening.
7. Conc. Apron in front of Inlet Grate to be 8" min. & 12" max.



10 Curb Inlet with Single Grate

Not to Scale

REVISIONS:
1 .

Details

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

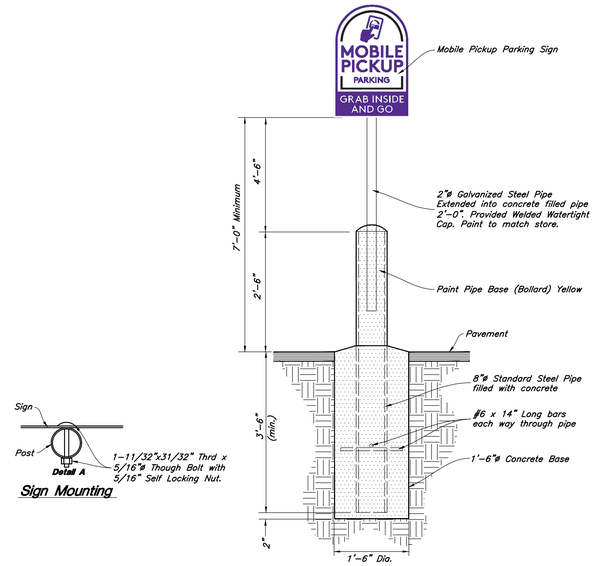
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 – AWAengineering.net

REGISTERED PROFESSIONAL ENGINEER
11/29/2022
No. 8035135 -2202
Daniel Calvin Goodwin
STATE OF UTAH

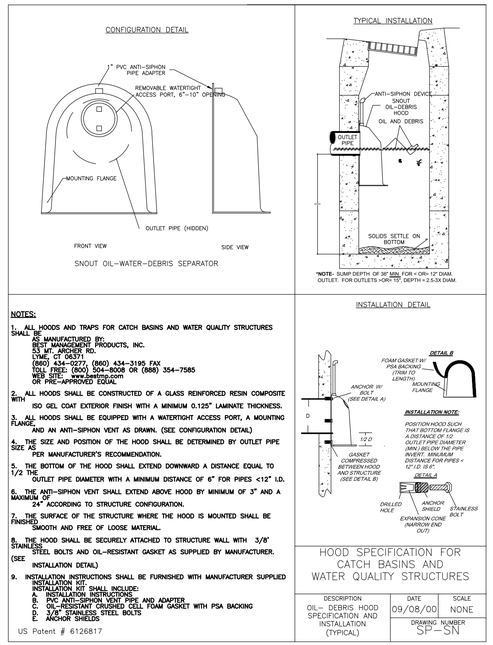
Charles William Pope & Associates
ARCHITECTURE, PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
2.5.2
OF .

FILE NAME: 21-208 07
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SCALE:
PLOT SCALE:



20 Mobile Pickup Parking Sign w/ Bollard



NOTES:

1. ALL HOODS AND TRAPS FOR CATCH BASINS AND WATER QUALITY STRUCTURES SHALL BE
   AS MANUFACTURED BY:
   BEST MANAGEMENT PRODUCTS, INC.
   53 MT. ARCHER RD.
   LYME, CT 06371
   (860) 434-0277, (860) 434-5185 FAX
   TOLL FREE: (800) 504-8508 OR (888) 354-7585
   WEB SITE: bestmgmtproducts.com
   OR PRE-APPROVED EQUAL
2. ALL HOODS SHALL BE CONSTRUCTED OF A GLASS REINFORCED RESIN COMPOSITE WITH
   ISO GEL COAT EXTERIOR FINISH WITH A MINIMUM 0.125" LAMINATE THICKNESS.
3. ALL HOODS SHALL BE EQUIPPED WITH A WATERTIGHT ACCESS PORT, A MOUNTING FLANGE,
   AND AN ANTI-SIPHON VENT AS DRAWN. (SEE CONFIGURATION DETAIL)
4. THE SIZE AND POSITION OF THE HOOD SHALL BE DETERMINED BY OUTLET PIPE SIZE AS
   PER MANUFACTURER'S RECOMMENDATION.
5. THE BOTTOM OF THE HOOD SHALL EXTEND DOWNWARD A DISTANCE EQUAL TO 1/2 THE
   OUTLET PIPE DIAMETER WITH A MINIMUM DISTANCE OF 6" FOR PIPES <12" I.D.
6. THE ANTI-SIPHON VENT SHALL EXTEND ABOVE HOOD BY MINIMUM OF 3" AND A MAXIMUM OF
   24" ACCORDING TO STRUCTURE CONFIGURATION.
7. THE SURFACE OF THE STRUCTURE WHERE THE HOOD IS MOUNTED SHALL BE FINISHED
   SMOOTH AND FREE OF LOOSE MATERIAL.
8. THE HOOD SHALL BE SECURELY ATTACHED TO STRUCTURE WALL WITH 3/8" STAINLESS
   STEEL BOLTS AND OIL-RESISTANT GASKET AS SUPPLIED BY MANUFACTURER. (SEE
   INSTALLATION DETAIL)
9. INSTALLATION INSTRUCTIONS SHALL BE FURNISHED WITH MANUFACTURER SUPPLIED INSTALLATION KIT.
   INSTALLATION KIT SHALL INCLUDE:
   A. INSTALLATION INSTRUCTIONS
   B. PVC ANTI-SIPHON PIPE ADAPTER AND ADAPTER
   C. OIL-RESISTANT CRUSHED CELL FOAM GASKET WITH PSA BACKING
   D. 3/8" STAINLESS STEEL BOLTS
   E. ANCHOR SHIELDS

US Patent # 6126817

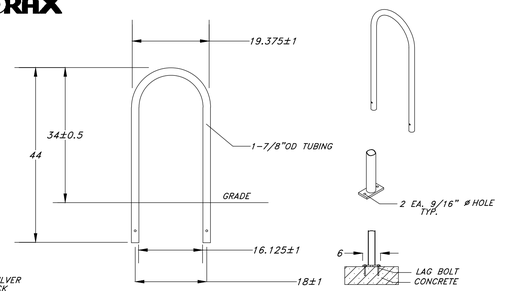
HOOD SPECIFICATION FOR CATCH BASINS AND WATER QUALITY STRUCTURES

DESCRIPTION	DATE	SCALE
OIL- DEBRIS HOOD SPECIFICATION AND INSTALLATION (TYPICAL)	09/08/00	NONE
	DRAWING NUMBER	SP-SN

19 Snout Detail

Not to Scale

MADRAX



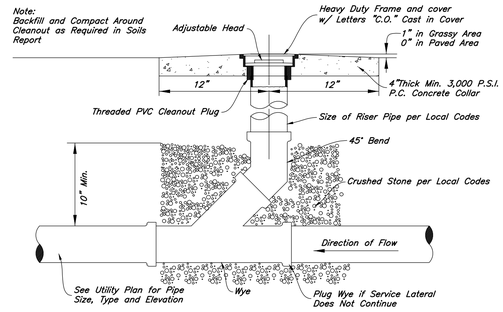
PRODUCT: U190-SF-MS-SILVER
DESCRIPTION: 'U' BIKE RACK
2 BIKE, SURFACE MOUNT

NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

MADRAX DIVISION
TRILARY, INC.
1080 UNIEK DRIVE
WAUNAKEE, WI 53597
P(800) 448-7931, P(608) 849-1080, F(608) 849-1081
WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM

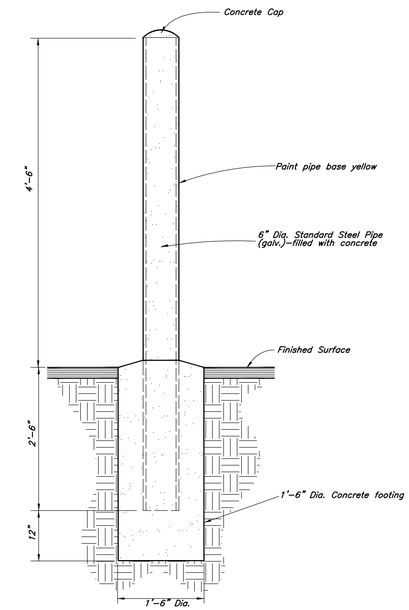
18 Bike Rack Detail

Not to Scale



17 Typical Cleanout Detail

Not to Scale



16 Bollard Detail

Not to Scale

REVISIONS:
1 .

Details

NEW RESTAURANT FOR:
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Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
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DATE: 11.29.22
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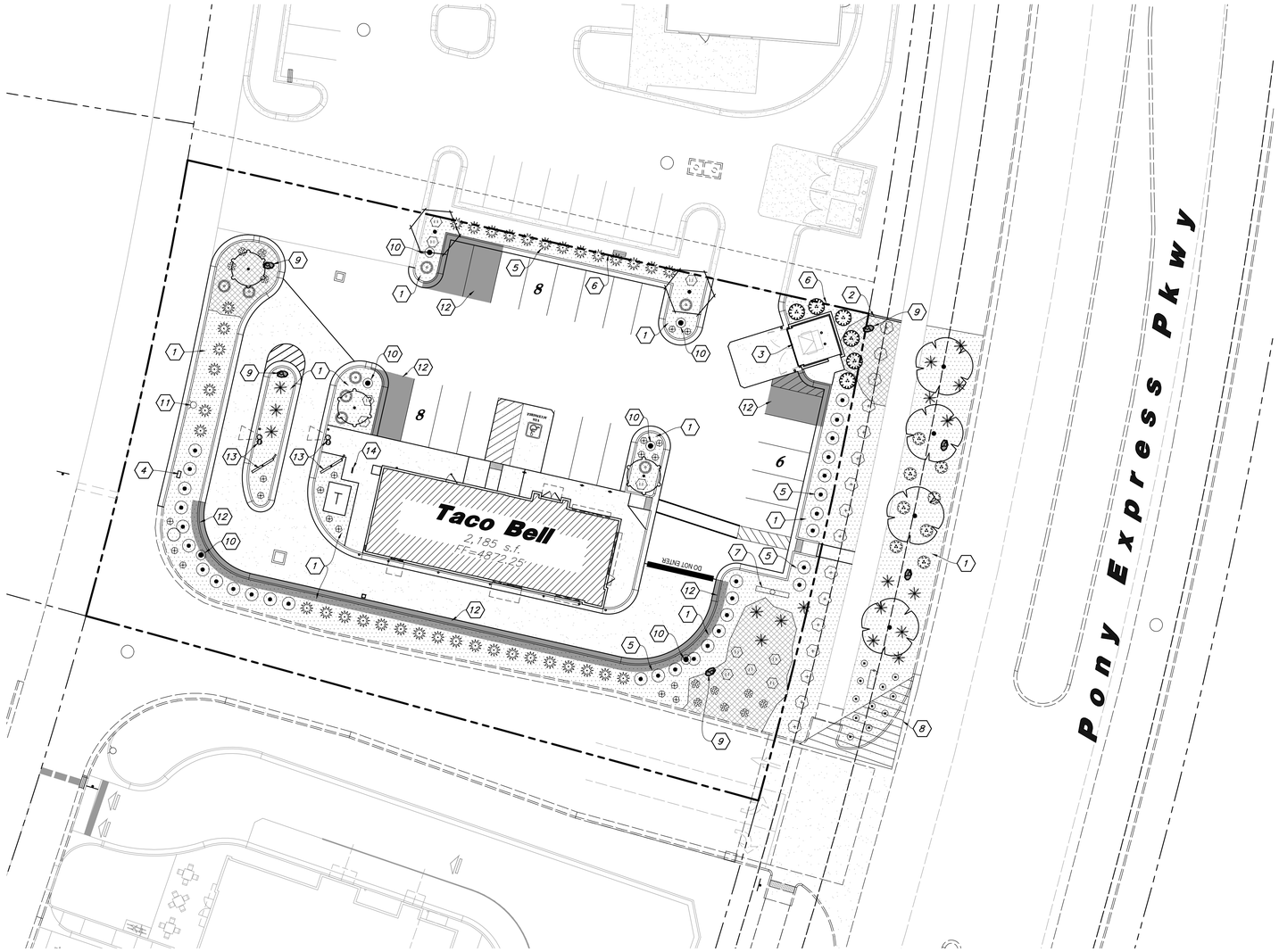
OF .

FILE NAME: 21-208 DT
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SIZE:
PLOT SCALE:



Zone: Commercial Community
Site Area = 33,066 s.f. (0.759 ac.)
On-site Landscape Area Provided = 6,647 s.f. (20%)
Lawn Area = 0 s.f. (0%)
Xeriscaping = 6,647 s.f. (100%)
Off-site Landscape Area Provided = 3,756 s.f.
Pony Express Street Frontage = 131 l.f.
Pony Express Street Trees Required = 4 Trees (4 Provided)
50% of Landscape Area Shall be Live Vegetation
Drought Tolerant Plant Material = 135/172 (78%)
Parking Lot Area = 14,494 s.f. @ 4" Depth
Parking Lot Snow Storage Required = 4,783 c.f.
Parking Lot Snow Storage Provided = 1,598 s.f. @ 3-5' High*

**** The site is Over Park by 4 Stalls. Four Stalls Around the Perimeter Shall be Used for Snow Storage.***

Litter Maintenance

Taco Bell Shall Provide Trash Receptacles Where Needed to Assist in Keeping the Site Clean and Free of Trash. The Site Shall be Inspected Regularly to Eliminate Trash.

Scale: 1" = 20'

20' 0 20' 40'

Landscape Maintenance:

1. *All Landscape within the Property Line Shall be Installed and Maintained by Taco Bell. The Landscape in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by Taco Bell. The City Shall not Maintain Landscape Within Taco Bell Property or Out in the ROW Adjacent to Taco Bell.*

Landscape Notes:

1. *See Sheet L1.3 for Planting Details.*
2. *All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Irrigation Layout and Sheet L3.1 for Details. Point Source Drip Shall be Used to Irrigate New Shrubs and Sprayheads for Lawn Areas.*
3. *Adjust Plant Material as Needed to Accommodate New and Existing Utilities.*

Landscape Keynotes

1. *Install Shrub Planter with Decorative Stone*
2. *Install Landscape Concrete Curbing Between Existing Lawn and New Shrub Planter*
3. *Dumpster Enclosure with Evergreen Tree Plant Screening*
4. *Irrigation Backflow Preventer; Install Between Plant Material See Irrigation Plan for More Detail; Backflow Shall be Centered in Shrub Planter*
5. *Planting Screen to Screen Headlights From Leaving the Site (42" High Evergreen Hedge at Maturity)*
6. *Blend New Landscape into Existing*
7. *New Taco Bell Sign by Separate Permit*
8. *30'x30' Clear Vision Triangle; No Landscaping Over Three Feet in Height Shall be Allowed Within a Clear Vision Triangle*
9. *Install Landscape Boulder*
10. *New Light Pole – See Site Elect. Plans*
11. *Existing Fire Hydrant*
12. *Snow Storage Area; See Landscape Data Table for More Info.*
13. *Menu and Ordering Board; Adjust Plant Material as Needed to Access and Visibility to Restaurant Boards*
14. *Bike Rack – See Civil Plans for More Detail*

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL / COMMON NAME	SIZE	MATURITY DIMENSIONS
	2	Koelreuteria paniculata / Golden Rain Tree *	1 1/2" Caliper	15' (H) x 25' (W)
	3	Quercus robur 'Skyrocket' / Skyrocket English Oak	1 1/2" Caliper	12' (H) x 30' (W)
	4	Tilia cordata 'Greenspire' / Greenspire Linden	1 1/2" Caliper	20' (H) x 30' (W)

EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE	
	6	Juniperus scopulorum 'Wichita Blue' / Wichita Blue Juniper *	6' Min. Ht.	18' (H) x 5' (W)

SHRUBS	QTY	BOTANICAL / COMMON NAME	SIZE	
	31	Buxus microphylla 'Wintergreen' / Wintergreen Boxwood	5 gal	42" (H) x 36" (W)
	38	Prunus x cistena / Purple Leaf Sand Cherry *	5 gal	48" (H) x 48" (W)
	11	Spiraea x bumalda 'Anthony Waterer' / Anthony Waterer Bumald Spiraea *	1 gal	36" (H) x 36" (W)

GROUNDCOVER	QTY	BOTANICAL / COMMON NAME	SIZE	
	8	Juniperus horizontalis 'Bar Harbor' / Bar Harbor Creeping Juniper *	1 gal	8" (H) x 60" (W)
	16	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac *	1 gal	24" (H) x 60" (W)
	11	Rosa x 'Meigalpio' / Red Drift Rose *	1 gal	12" (H) x 36" (W)

PARK STRIP PLANTING	QTY	BOTANICAL / COMMON NAME	SIZE	
	11	Artemisia rigida / Scabland Sagebrush *	1 gal	24" (H) x 24" (W)
	18	Helictotrichon sempervirens 'Sapphire' / Blue Oat Grass *	1 gal	18" (H) x 18" (W)
	18	Juniperus communis / Common Juniper *	1 gal	12" (H) x 36" (W) (Groundcover)
	8	Mirabilis multiflora / Desert Four O'Clock *	1 gal	12" (H) x 36" (W) (Groundcover)

** Drought Tolerant Tree, Shrub, Ornamental Grass, Groundcover, or Perennial*

MATERIAL SCHEDULE

Symbol	Comments	Detail
	Decorative Stone #1 – Install a (4) Four Inch Depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Specified Shrub Planters Where Shown on Plan; Wash Prior to Installation; Stone Shall be 1 1/2" Diameter, Crushed South Town From Utah Landscaping Rock (435-623-3232); Match Stone Used at the Adjacent Grocery Store; Submit Sample for Approval	Detail: 4/L3.1
	Decorative Stone #2 (Accent) – Install a (6) Six Inch Depth over Dewitt Pro5 Weed Barrier in Specified Shrub Planters Where Shown on Plan; Wash Prior to Installation; Stone Shall be 3-5" Diameter, Cobble South Town From Utah Landscaping Rock (435-623-3232); Submit Sample for Approval	Detail: 4/L3.1
	3-4' Diameter Landscape Boulder – Boulders Shall be Fractured, Earth Tone/Tan Color and to Match Decorative Stone; All Boulders Shall be Recessed in the Stone Two Inches, Washed and Cleaned; Provide Photo for Approval	Detail: 5/L3.1

General Landscape Notes:

1. *Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.*
2. *Contractor shall call Blue Stake before excavation for plant material.*
3. *Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.*
4. *The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.*
5. *The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.*
6. *See civil and architectural drawings for all structures, hardscape, grading, and drainage information.*
7. *Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.*
8. *All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, Inc. In addition, all new plant material shall be of specimen quality.*
9. *The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.*
10. *Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.*
11. *It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.*
12. *The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants*
13. *The contractor shall install all landscape material per plan, notes and details.*
14. *Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.*
15. *No grading or soil placement shall be undertaken when soils are wet or frozen.*
16. *Imported or existing stockpiled topsoil shall be used for all landscape areas. The topsoil must be a premium quality dark sandy loam, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.*
17. *Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.*
18. *Provide a 12" depth of imported or existing stockpiled topsoil in parking islands and an 8 inch depth in all other shrub areas.*
19. *All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.*
20. *Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil pep, and shall be mixed at the planting hole.Deep water all plant material immediately after planting. Add backfill mixture to depressions as needed.*
21. *All new plants to be balled and burlapped or container grown, unless otherwise noted on plant schedule.*
22. *Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone over Dewitt Pro5 Weed Barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas. Stone shall be washed prior to installation.*
23. *All deciduous trees shall be double staked per tree staking detail. It is the contractors responsibility to remove tree staking in a timely manner once staked trees have taken root. Deciduous tree ties to be V.I.T. Cinche Ties #CT32.*
24. *Install landscape concrete curbing between existing lawn and shrub areas. Curbing shall be installed level and uniform and shall match top finish grades of concrete walks and curbs. See landscape concrete curbing detail.*
25. *Landscape installer shall repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period. Failures include, but are not limited to, the following: Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond installer's control. Warranty period shall be 12 months and begin at date of final project acceptance.*

FILE NAME: 21-208 LS
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SCALE: Scale: 1" = 20'
PLOT SCALE: 240

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Know what's below. Call before you dig.

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1 .

Landscape Plan

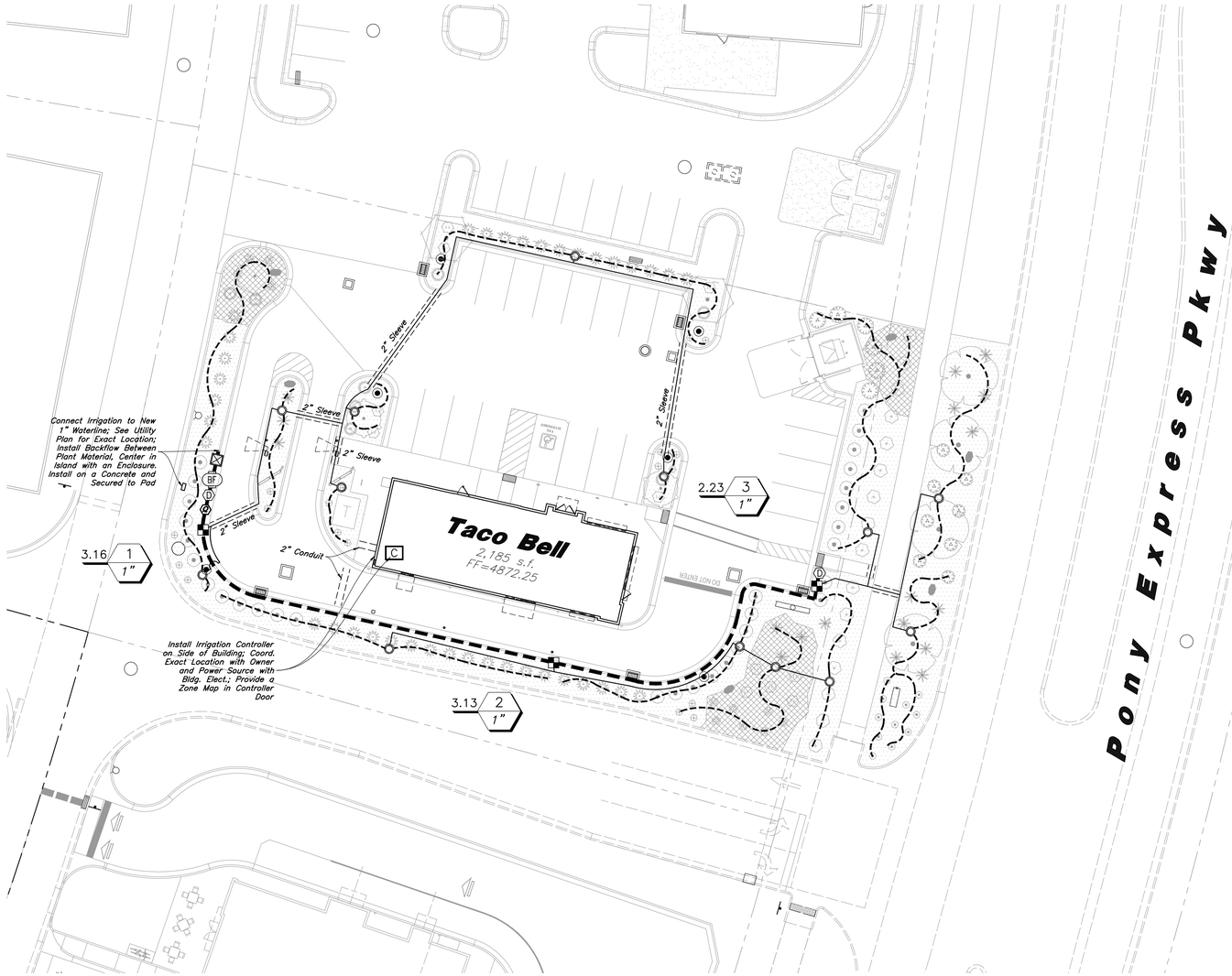
NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 – AWengineering.net

Licensed Landscape Architect
Jared R. Manscill
No. 7740426-5301
03/23/2023

Charles William Pope & Associates
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER: 2.7.1
OF .



Main Service Line & Other Irrigation Components Are Shown In Paved Or Hardscape Surfaced For Clarity Purposes ONLY! Install All Irrigation Components within Landscaped Areas.

Irrigation Maintenance:

All Irrigation within the Property Line Shall be Installed and Maintained by Taco Bell. The Irrigation in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by Taco Irrigation Within Taco Bell Property or Out in the ROW Adjacent to Taco Bell.

Scale: 1" = 20'

20' 0 20' 40'

Irrigation Notes

1. See Sheet L1.1 for Plant Layout and Sheet L3.1 for Planting Details.
2. See Sheet L3.1 for Irrigation Details.
3. The City Reported a Water Pressure Range of 85 psi in the Area. The City Suggests that the Irrigation System Shall be Designed in the Range of 40-60 psi to Accommodate for Future Water Usage Growth in the City. The Irrigation System is Designed for a Minimum of 47 psi.

IRRIGATION SCHEDULE

Symbol	Manufacturer/Model #	Description	Notes	Detail
Valves				
	Rain Bird XCZ-100-PRB-COM	Drip Remote Control Valve	1 Inch Size; Drip Control Zone Kit; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	6/L3.1
Q	Rain Bird 44RC	Quick Coupler Valve with Swing Joint	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L3.1
D	Matco-Norca 759	Manual Drain Valve	1/2 Inch Size; Install at End of the Mainline and After the Backflow Preventer in a 10" Round Valve Box with Weed Barrier and a Gravel Sump	10/L3.1
Drip				
	PVC Pipe To Drip Tubing	Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	16/L3.1
	Rain Bird XBS-940 Rain Bird XQ-100 Rain Bird XB-20PC Rain Bird TS025 Rain Bird DBC-025 Rain Bird MDCFCAP	3/4" Distribution Tubing - Pipe shown on Plan is Schematic; Adjust as Needed 1/4" Distribution Tubing - Install one per Emitter Xeri-Bug Emitter (2 Gal/Hr.) - 1 Perennial, 2 Shrub, 1 Ornamental Grass, 3 Tree Tie Down Stake - Tubing to be Staked every 3' Diffuser Bug Cap - Install one per Emitter Removable Flush Cap - Install at the End of Each Line		9&15/L3.1
P.O.C. Components				
	Mueller Oriseal Mark II	Stop & Waste Valve	1 Inch Size; Install in 10" Round Valve Box with Weed Barrier and Gravel Sump	13/L3.1
BF	Wilkins 375XL Series	Reduce Pressure Backflow Assembly	1 Inch Size; Backflow Preventer Shall be Properly Installed & Tested to Meet all State & Local Health & Safety Laws & Ordinances; Install in Artificial Rock Enclosure (110-ST from DekoRRa Products, LLC.); Rock Color Shall be Riverbend Brown; Install on Concrete Pad with Frost Bag (602-DT)	14/L3.1
Pipes				
	Schedule 40 PVC	Mainline Pipe	1 Inch Size; Schedule 80 Fittings Shall be Used for Mainline Components	8/L3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 Inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipe	8/L3.1
Controller				
C	Rain Bird ESP4MEI	4 Station Base Indoor Controller	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor	12/L3.1
Sleeving				
	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals, and Controller Wire Located under Concrete and Asphalt Paving at specified depths	Contractor shall Coordinate the Installation of Sleeving with the Installation of Concrete Flatwork and Asphalt Paving. All Sleeving is by the Landscape Contractor unless otherwise noted.	11/L3.1

Valve Callout: # (Valve Number), # (Valve Flow), #" (Valve Size)

VALVE SCHEDULE

VALVE STATION	VALVE SIZE	IRRIGATION TYPE	FLOW (GPM)	PSI	PSI @ POC	PRECIP. RATE
1	1"	Area for Drip Emitters	3.16	32.3	46.4	0.36 in/h
2	1"	Area for Drip Emitters	3.13	32.2	46.7	0.51 in/h
3	1"	Area for Drip Emitters	2.23	31.9	46.3	0.22 in/h

General Irrigation Notes:

1. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the landscape construction.
2. The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
3. The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
4. See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
5. Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
6. The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
7. The contractor shall install all irrigation material per plan, notes and details.
8. Irrigation system components must be premium quality only and installed to manufactures requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
9. Irrigation installer shall repair or replace irrigation components and accessories that fail in materials and workmanship within specified warranty period. The warranty shall be 12 months and shall begin with final project acceptance.
10. Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assure the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
11. Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings, one (1) inch minimum size. Solvent weld all joints as per manufactures specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
12. Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufactures specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.
13. Install dielectric fittings whenever dissimilar metals are joined.
14. Design locations are approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100(%) percent irrigation coverage of areas indicated.
15. Controller valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
16. Control valve wire shall be #14 single conductor: white for common wire, red for hot wire and blue for the spare wire. Provide (1) one spare wire that runs the length of the mainline and to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors (DBR/Y or equivalent) and contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
17. Control valve size, type, quantity, and location to be approved by landscape architect. install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic feet of pea gravel for sump in base of boxes. Boxes to be Carson Brooks or equal.
18. Quick couplers shall be a Rain Bird 44RC with a 1 inch Lasco unitized swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.
19. Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.
20. All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-eight (28) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
21. Plans are diagrammatic and approximate due to scale. where possible, all piping is to be installed within the planting areas. No tees, ells, or changes in direction shall occur under hardscape.
22. It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
23. The irrigation contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent possible overspray onto walks, roadways, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the site and to throttle the flow control of each valve to obtain the optimum operating pressure for each system. All mainlines shall be flushed prior to the installation of irrigation heads.
24. Drip system piping shall consist of a rigid schedule 40 PVC pipe distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.
25. Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
26. Provide and install all manufacturer's recommended surge and lighting protection equipment on all controllers.
27. All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
28. Upon completion and approval of irrigation system, irrigation contractor to provide the owner with two sets of drawings indicating actual location of piping, valves, sprinkler heads, wiring, and zones.
29. An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.
30. It shall be the responsibility of the sprinkler contractor to demonstrate to the Owner the proper winterization and start-up procedures for the entire system prior to final payment.

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REVISIONS:
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Irrigation Plan

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWengineering.net

Jared R. Manscill
No. 7740426-5301
03/23/2023
Licensed Landscape Architect
State of Utah

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ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER: 2.8.1
OF .

FILE NAME: 21-208 IR
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SCALE: Scale: 1" = 20'
PLOT SCALE: 240

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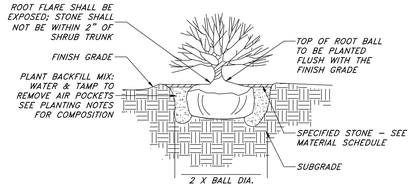
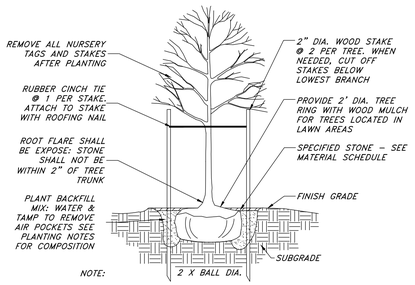


NOTE:

1. CUT AND REMOVE WIRE FROM TOP AND SIDES OF ROOTBALL. PEEL BACK BURLAP TO EXPOSE TOP 1/3 OF ROOTBALL.
2. REMOVE ALL NURSERY TAGS AND STACKS AFTER PLANTING.

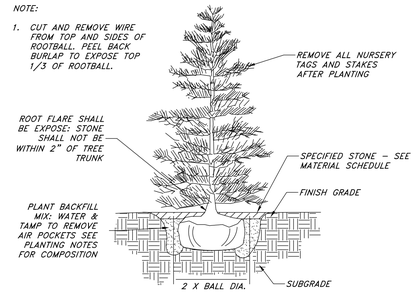
1 SHRUB PLANTING
NOT TO SCALE



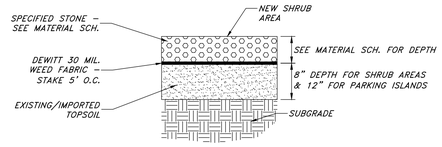
NOTE:

1. CUT AND REMOVE WIRE FROM TOP AND SIDES OF ROOTBALL. PEEL BACK BURLAP TO EXPOSE TOP 1/3 OF ROOTBALL.

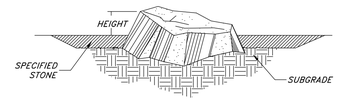
2 DECIDUOUS TREE PLANTING
NOT TO SCALE



3 EVERGREEEN TREE PLANTING
NOT TO SCALE



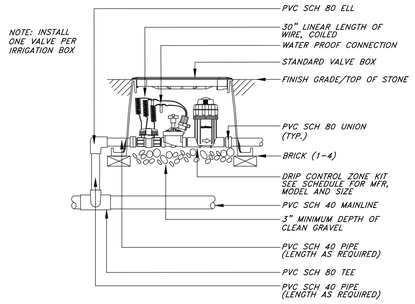
4 LANDSCAPE PREPARATION
NOT TO SCALE



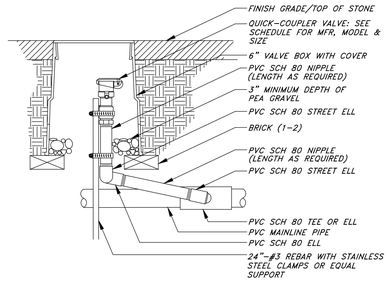
NOTE:

1. USE CARE TO MINIMIZE MARRING & SCRATCHING
2. SLIGHTLY BURY BOULDER INTO SOIL, KEEPING BEST VISUAL SIDE ABOVE GROUND.

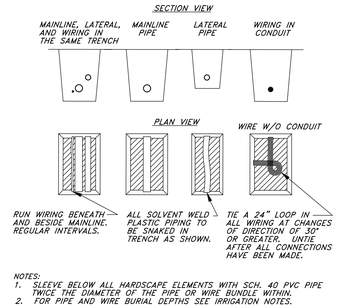
5 LANDSCAPE BOULDER
Not to Scale



6 DRIP CONTROL VALVE
NOT TO SCALE



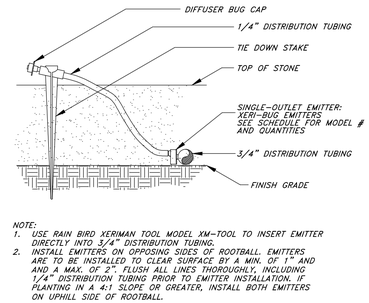
7 QUICK COUPLING VALVE
NOT TO SCALE



NOTES:

1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH SCH. 40 PVC PIPE TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2. FOR PIPE AND WIRE BURIAL DEPTHS SEE IRRIGATION NOTES.

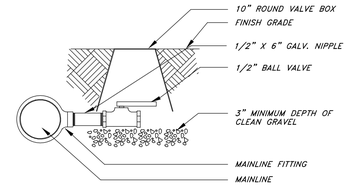
8 PIPE & WIRE TRENCHING
NOT TO SCALE



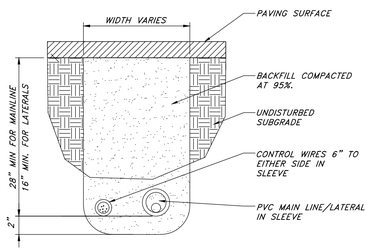
NOTE:

1. USE RAIN BIRD XERIMAN TOOL MODEL XM-TOOL TO INSERT EMITTER DIRECTLY INTO 3/4" DISTRIBUTION TUBING.
2. INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. EMITTERS ARE TO BE INSTALLED TO CLEAR SURFACE BY A MIN. OF 1" AND AND A MAX. OF 2". FLUSH ALL LINES THOROUGHLY, INCLUDING 1/4" DISTRIBUTION TUBING PRIOR TO EMITTER INSTALLATION. IF PLANTING IN A 4:1 SLOPE OR GREATER, INSTALL BOTH EMITTERS ON UPHILL SIDE OF ROOTBALL.

9 EMITTER INTO DISTRIBUTION TUBE
NOT TO SCALE



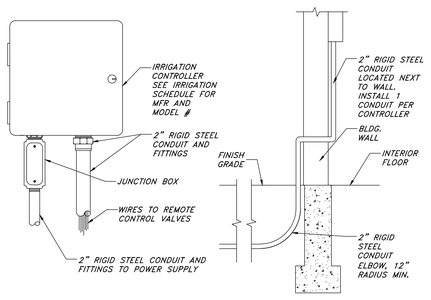
10 MANUAL DRAIN VALVE
NOT TO SCALE



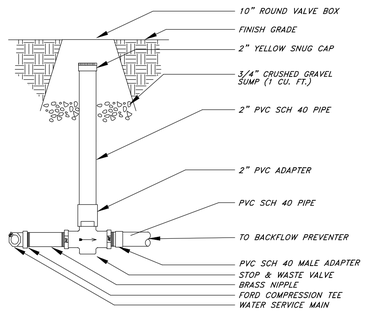
NOTE:

1. ALL IRRIGATION SLEEVES TO BE SCH. 40 PVC PIPE.
2. ALL SLEEVES SHALL BE TWICE THE NOMINAL SIZE OF THE PIPE WITHIN.
3. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
4. SLEEVE TO BE RUN UNDER PAVEMENT AND EXTEND A MIN. OF 18" PAST EDGE OF PAVEMENT. END OF SLEEVE TO BE CAPPED AND MARKED.

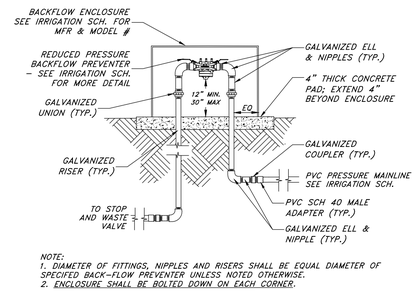
11 PIPE SLEEVING
NOT TO SCALE



12 IRR. CONTROLLER - INDOOR WALL MOUNT
NOT TO SCALE



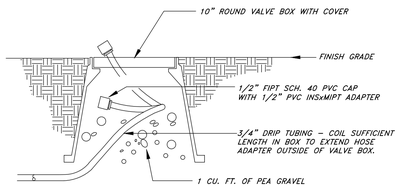
13 STOP AND WASTE VALVE
NOT TO SCALE



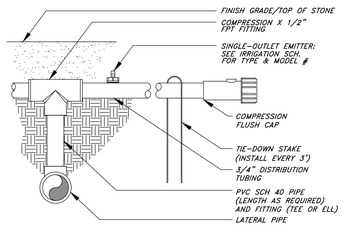
NOTE:

1. DIAMETER OF FITTINGS, NIPPLES AND RISERS SHALL BE EQUAL DIAMETER OF SPECIFIED BACK-FLOW PREVENTER UNLESS NOTED OTHERWISE.
2. ENCLOSURE SHALL BE BOLTED DOWN ON EACH CORNER.

14 BACKFLOW PREVENTION DEVICE
NOT TO SCALE



15 COMPRESSION FLUSH CAP
NOT TO SCALE



NOTE:

1. USE RAIN BIRD XERIMAN TOOL MODEL XM-TOOL TO INSERT EMITTER DIRECTLY INTO 3/4" DISTRIBUTION TUBING.

16 PVC TO POLY PIPE CONNECTION
NOT TO SCALE

REVISIONS:
1 .

Landscape & Irrigation Details

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountain, UT 84005

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWengineering.net



Charles William Pope & Associates
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 11.29.22
JOB NO: 44238
DRAWN BY: JW
SHEET NUMBER:
2.8.2
OF .

Know what's below. Call before you dig.

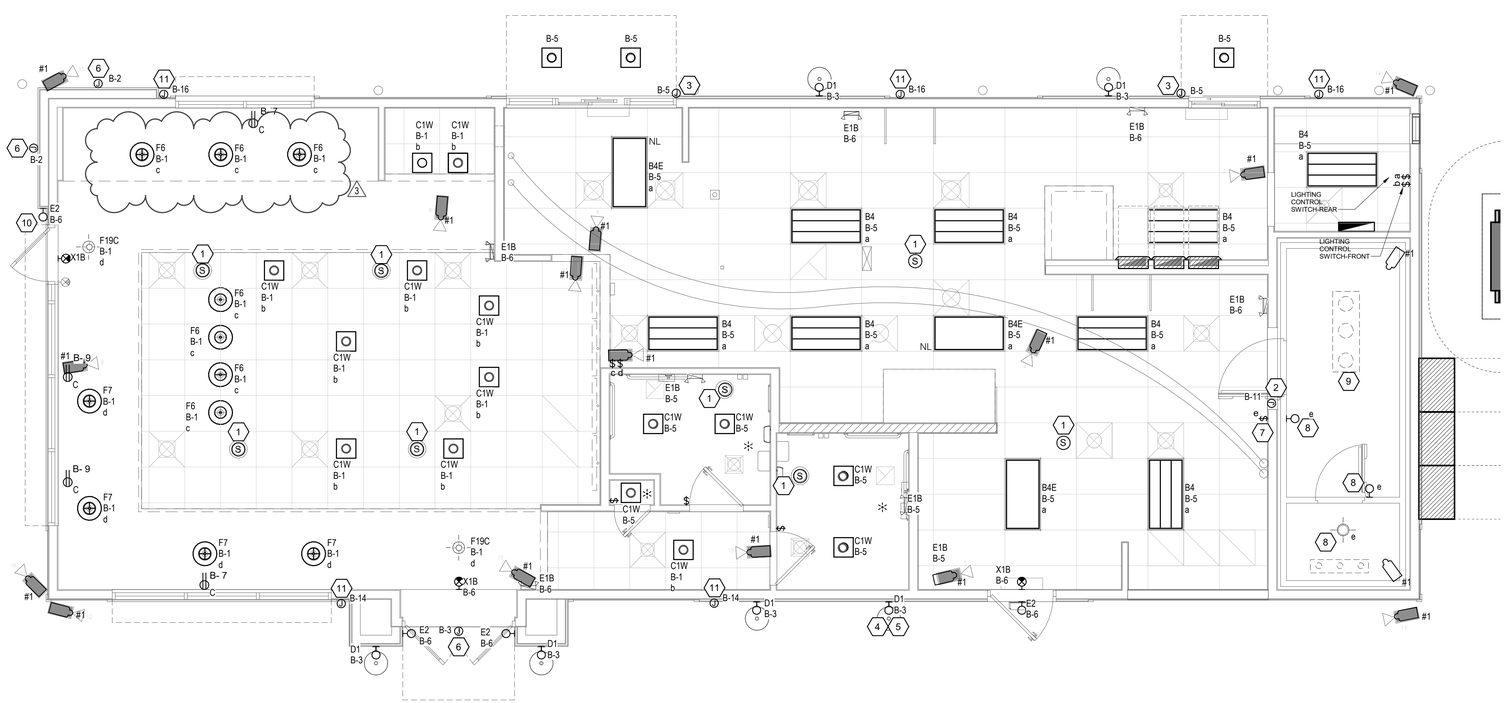
FILE NAME: 21-208 IR
DESCRIPTION: Taco Bell - Eagle Mountain
DRAWING SCALE: Scale: 1" = 20'
PLOT SCALE: 240

W:\21-208 Taco Bell - Eagle Mountain\dwgs\21-208 IR.dwg, 3/9/2023 3:44:27 PM, 1:1

NO.	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	MOUNTING	LAMP #/TYPE	BALLAST TYPE	ELECTRICAL DATA	REMARKS
A1	LSI INDUSTRIES	MRM-LED-15L-SIL-FT-40-70CRI	LED POLE LIGHT	POLE LIGHT MOUNTED AT 15'	LED	NA	120 V/1-135 VA	
A1H	LSI INDUSTRIES	MRM-LED-15L-SIL-FT-40-70CRI-HS	LED POLE LIGHT W/ HOUSESIDE SHIELD	POLE LIGHT MOUNTED AT 15'	LED	NA	120 V/1-135 VA	
A4	LSI INDUSTRIES	4SQB3-SO7G-15-BRZ	LIGHT POLE	15' LIGHT POLE	NA	NA	0 V/1-0 VA	
B4	ABB	FLP24-D53W40	2X4 LED TROFFER	RECESSED GRID	LED	NA	120 V/1-45 VA	-
B4E	ABB	FLP24-D53W40-EM	2X4 LED TROFFER	RECESSED GRID	LED	NA	120 V/1-45 VA	-
C1W	MAXLITE	B6IC-AT-W- LED14DR5630KB95	LED TRIM 14W 6" RECESSED 30K 80CRI WHITE TRIM, W/ ELITE B6IC-AT-W 6" IC AIR SHUT HOUSING	RECESSED	LED	NA	120 V/1-14 VA	-
D1	TROY	B2772	17"X14" WALL MOUNT SCONCE, OLD SILVER FINISH, MEDIUM BASE SOCKET, 100 WATT MAX	WALL, CENTER OF BRACKET @ 14'-0" A.F.F.	LED9A19D2527K	NA	120 V/1-60 VA	ALIGN BOTTOM OF FIXTURE'S MOUNTING WITH CHANGE IN EIFS THICKNESS
E1B	ELITE	ELM-809-B	EMERGENCY LIGHT FROG EYE - BLACK	WALL, TOP @ 9'-4" U.O.N.	-	EM	120 V/1-12 VA	-
E1W	ELITE	ELM-809-W	EMERGENCY LIGHT FROG EYE - WHITE	WALL, TOP @ 9'-4" U.O.N.	-	EM	120 V/1-12 VA	-
E2	ELITE	ELM-807-SDT-BZ	CAMRAY LED EM WALL MNT, DRK BRNZ, CLD WEATHER	UNIVERSAL	-	EM	120 V/1-16 VA	-
F6	KICHLER	43852OZ	9.75" GLASS PENDANT AVERY WITH MED BASE SOCKET RATED 100W MAX OLDE BRONZE FINISH	PENDANT, 6'-0" A.F.F.	1/LED AAMSCO LED-6W-ST64HYBRID-DIM	NA	120 V/1-100 VA	PLACEHOLDER INCLUDES LAMP
F7	HI-LITES	H24212-96-CB15-20WLBL-6OP	12" GALVANIZED PENDANT WITH BLACK CORD AND CANOPY MED BASE SOCKET	PENDANT, 6'-0" A.F.F.	1/LED 10A19D0D27K	NA	120 V/1-0 VA	-
F19C	SPECTRUM LIGHTING	SPCO304INC-MWL(25W)PAR20-CM-180°-MB	LED PENDANT - 3"	PENDANT, 6'-0" A.F.F.	1/LED LR20/40/27K/975/BK	NA	120 V/1-9 VA	-
X1B	LIGHTALARMS	GRANNRB	LED UNIVERSAL MNTG THERMOPLASTIC EXIT, RED LETTERS, BLACK HSNG	UNIVERSAL	-/LED	EM	120 V/1-3 VA	-

GENERAL NOTES:

A. CONFIRM LIGHTING FIXTURE QUANTITIES WITH SUPPLIER.
B. EMERGENCY AND NORMAL LIGHTING MARKED WITH "NL" SUBSCRIPT SHALL OPERATE CONTINUOUSLY. PROVIDE UNSWITCHED HOT TO NORMAL AND EMERGENCY BALLAST.
C. EMERGENCY LIGHTING NOT MARKED WITH "NL" SUBSCRIPT SHALL OPERATE UNDER CONTROL OF LIGHTING SWTICH AS INDICATED. PROVIDE UNSWITCHED CONSTANT HOT TO EMERGENCY BALLAST AND SWITCHED HOT TO NORMAL BALLAST.
D. ALL CONDUITS ENTERING OR LEAVING COOLER/FREEZER SHALL BE PROVIDED WITH SEAL-OFF FITTING WITH COMPOUND PER NEC 300-(7a).
E. ALL INTERIOR LIGHTING CIRCUITS TO BE WIRED THROUGH TBCCB . SEE 8.3.2 THROUGH 8.3.3.
F. CONTRACTOR TO FIELD VERIFY CEILING TYPE AND PROVIDE PROPER MOUNTING HARDWARE.
G. ALL FIXTURES SUPPLIED WITH LAMPS.
H. ALL EXTERIOR NON-EMERGENCY LIGHT FIXTURES, BUILDING SIGNS, AND EXTERIOR SIGNS SHALL BE CONTROLLED THROUGH PHOTOCELL AND LIGHTING CONTROL RELAYS. SEE 8.3.2 THROUGH 8.3.3 FOR ADDITIONAL DETAILS.



1 LEVEL 1 LIGHTING / FIRE ALARM PLAN
SCALE: 1/4" = 1'-0"

GENERAL SHEET NOTES

1 CENTER ALL CEILING MOUNTED LIGHT FIXTURES AND DEVICES SHALL BE CENTERED IN CEILING TILE, UNLESS OTHERWISE NOTED.

2 CIRCUIT ALL EXIT SIGNS TO NEAREST UNSWITCHED LEG OF EMERGENCY LIGHTING CIRCUIT.

3 ALL ENCLOSED SPACES SHALL HAVE MANUAL ON LIGHTING CONTROL WITH AUTOMATIC OFF VIA DUAL TECHNOLOGY SENSOR OR TIME CLOCK. SENSOR(S) SHALL PROVIDE A MINIMUM OF 90 PERCENT COVERAGE IN SPACE. PROVIDE ADDITIONAL SENSORS AS REQUIRED. COMPLY WITH 2015 IECC SECTION C405.

4 PROVIDE DAYLIGHTING CONTROL FOR ALL LIGHTING WITH IN DAYLIGHT ZONE AS DEFINED BY THE 2018 IECC. PROVIDE DIMMING LIGHTING FIXTURES AND DAYLIGHT SENSOR PHOTOCELL.

5 INSTALL LIGHT FIXTURES INLINE AND CENTERED.

6 COORDINATE ALL LIGHT FIXTURE MOUNTING HEIGHTS WITH ARCHITECT.

7 ARCHITECT TO SELECT ALL LIGHT FIXTURE FINISHES.

8 COVE/CLOUD LIGHTING SHALL HAVE EVEN ILLUMINATION THE ENTIRE LENGTH OF THE COVE/CLOUD. PROVIDE THE NUMBER OF FIXTURES REQUIRED TO EVENLY ILLUMINATE THE COVE/CLOUD. STAGGER COVE/CLOUD LIGHTING OR PROVIDE DIFFERENT LENGTHS OF THE FIXTURE TO ILLUMINATE THE ENTIRE COVE/CLOUD.

9 LOCATE ALL VACANCY/OCCUPANCY SENSORS MINIMUM OF 6 FEET FROM SUPPLY AIR DIFFUSERS AND 3 FEET FROM RETURN AIR DIFFUSERS.

10 ALL CEILING AND WALL MOUNTED SENSORS SHALL BE DUAL TECHNOLOGY WITH BUILT IN LIGHT LEVEL SENSOR AND BAS/HVAC ISOLATED RELAY.

11 ALL LIGHT FIXTURES THAT PENITRATE FIRE RATED SURFACE SHALL BE IN A FIRE RATED ASSEMBLE OR BE PROVIDED WITH A FIRE RATED ASSEMBLE TO MAINTAIN A FIRE RATE SURFACE.

12 LOCATE ALL ROOM CONTROLLER IN ACCESSIBLE CEILINGS OR IN THE ELECTRICAL ROOM.

13 LIGHTING CONTROLS SHALL COMPLY WITH IECC 2018 C405.2.2.1

COMMISIONING NOTES

1 THE CONTRACTOR SHALL PERFORM OR SHALL ENGAGE A PARTY TO PERFORM THE FOLLOWING TESTS AND INSPECTIONS WITH THE ASSISTANCE OF A FACTORY-AUTHORIZED SERVICE REPRESENTATIVE.

2 ENSURE THAT THE LIGHTING CONTROLS FOR AUTOMATIC LIGHTING SYSTEMS COMPLY WITH 2018 IECC SECTION C408.3.

3 ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.

4 WHERE REQUIRED BY THE CODE OFFICIAL, AN APPROVED PARTY INDEPENDENT FORM THE DESIGN OR CONSTRUCTION OF THE PROJECT SHALL BE RESPONSIBLE FOR THE FUNCTIONAL TESTING AND SHALL PROVIDE DOCUMENTATION TO THE CODE OFFICIAL CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET THE PROVISIONS OF 2018 IECC SECTION C405.

5 PROVIDE THE FOLLOWING PROCEDURES FOR EACH; OCCUPANT SENSOR, TIME SWITCH, PROGRAMMABLE SCHEDULE CONTROL, PHOTOSENSOR, AND DAYLIGHTING CONTROL.

6 CONFIRM THAT THE PLACEMENT, SENSITIVITY, AND TIME-OUT ADJUSTMENTS FOR THE OCCUPANT SENSOR S YIELD ACCEPTABLE PERFORMANCES.

7 CONFIRM THAT THE TIME SWITCHES AND PROGRAMMABLE SCHEDULE CONTROLS ARE PROGRAMMED TO TURN THE LIGHTS OFF.

8 CONFIRM THAT THE PLACEMENT AND SENSITIVITY ADJUSTMENTS FOR THE PHOTOSENSOR CONTROLS REDUCE ELECTRIC LIGHT BASED ON THE AMOUNT OF USABLE DAYLIGHT IN THE SPACE AS SPECIFIED.

SHEET KEYNOTES

1 PROVIDE ROUGH-IN FOR SPEAKER. COORDINATE WITH OWNER/ARCHITECT & SYSTEM PROVIDER FOR ROUGH-IN REQUIREMENTS & HEAD END LOCATION.

2 PROVIDE ELECTRICAL CONNECTION FOR COOLER/FREEZER LIGHTING. COORDINATE WITH EQUIPMENT PROVIDER FOR EXACT CONNECTION TYPE AND LOCATION(S). LIGHTS SHALL HAVE AN EFFICACY OF 40 WATTS PER MINUTE OR BE PROVIDED WITH AN OCCUPANCY SENSOR.

3 PROVIDE POWER CONNECTION TO CANOPY AT FACTORY INSTALLED DISCONNECT SWITCH FOR CANOPY LIGHTS. LIGHTS ARE FURNISHED WITH CANOPY. PROVIDE ALL REQUIRED FIELD WIRING. COORDINATE REQUIREMENTS WITH MANUFACTURER.

4 COORDINATE J-BOX LOCATION WITH WOOD FRAMING SO IT REMAINS CONCEALED BEHIND FIXTURE. VERIFY MOUNTING HEIGHT WITH ARCH. DRAWINGS (TYPICAL).

5 REFER TO ARCHITECTURAL EXTERIOR ELEVATIONS FOR DIMENSIONED LOCATION OF FIXTURE.

6 VERIFY MOUNTING HEIGHT FOR SIGN POWER WITH ARCHITECTURAL ELEVATIONS AND SIGN VENDOR.

7 FIXTURE AND SWITCH FACTORY INSTALLED WITH UNIT. G.C. TO COMPLETE CIRCUITING.

8 FOR LIGHTING FIXTURES, CONDUIT, CONDUCTORS AND INSTALLATION RESPONSIBILITIES, REFER TO SCOPE OF WORK.

9 SEAL ALL ELECTRICAL CONDUITS INTO THE WALK-IN COOLER.

10 MOUNT "E2" AT 8'-6" A.F.G. TO CENTER OF FIXTURE.

11 PROVIDE POWER CONNECTION TO PURPLE WALLWASH LIGHTS FURNISHED BY SIGN VENDOR. PROVIDE ALL REQUIRED FIELD WIRING. COORDINATE EXACT LOCATIONS WITH ARCHITECTURAL ELEVATIONS. COORDINATE REQUIREMENTS WITH VENDOR.

Mark	Date	Desc.
-		
3	10/13/2022	Corporate Review
2	09/27/2022	CODE COMMENTS
1	08/29/2022	OWNER REVISIONS

SHEET TITLE: LEVEL 1 LIGHTING / FIRE ALARM PLAN

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountin, UT 84005

CONSULTANTS
SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-676-7077
801-328-5151
fax: 801-328-5155
www.spectrum-engineers.com
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PROJECT NO: 220348

ISSUE: PERMIT SET

DESIGNED BY: MCF
CHECKED BY: SCL

LICENSED PROFESSIONAL ENGINEER
No. 7258080
SPENCER C. LITTLE
11/28/2022
STATE OF UTAH

Charles William Pope & Associates
ARCHITECTURE, PLANNING, CONSULTING
801.943.2400

DATE: 07/14/2022
JOB NO: 44238
DRAWN BY: AAR
SHEET NUMBER: 8.1
OF .

FILE_NAME: C:\Users\aar\Documents\220348 - TACO BELL (EAGLE MTN) - ELEC CENTRAL_aar2k.325.rvt
DESCRIPTION:
Drawing SCALE:
PLOT SCALE:
11/28/2022 10:36:08 PM

Schedule

Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	A1		2	LSI INDUSTRIES, INC.	MRM-LED-12L-SIL-FT-40--70CRI	LED POLE LIGHT	1	13143	0.8	135	Max: 8755cd
	A1H		4	LSI INDUSTRIES, INC.	MRM-LED-12L-SIL-FT-40--70CRI-IH	LED POLE LIGHT W/ HOUSESIDE SHIELD	1	9439	0.8	135	Max: 8163cd
	D1		6	TROY	B2772	17"X14" WALL MOUNT SCONCE. OLD SILVER FINISH, MEDIUM BASE SOCKET, 100 WATT MAX	1	800	0.8	9	Max: 467cd

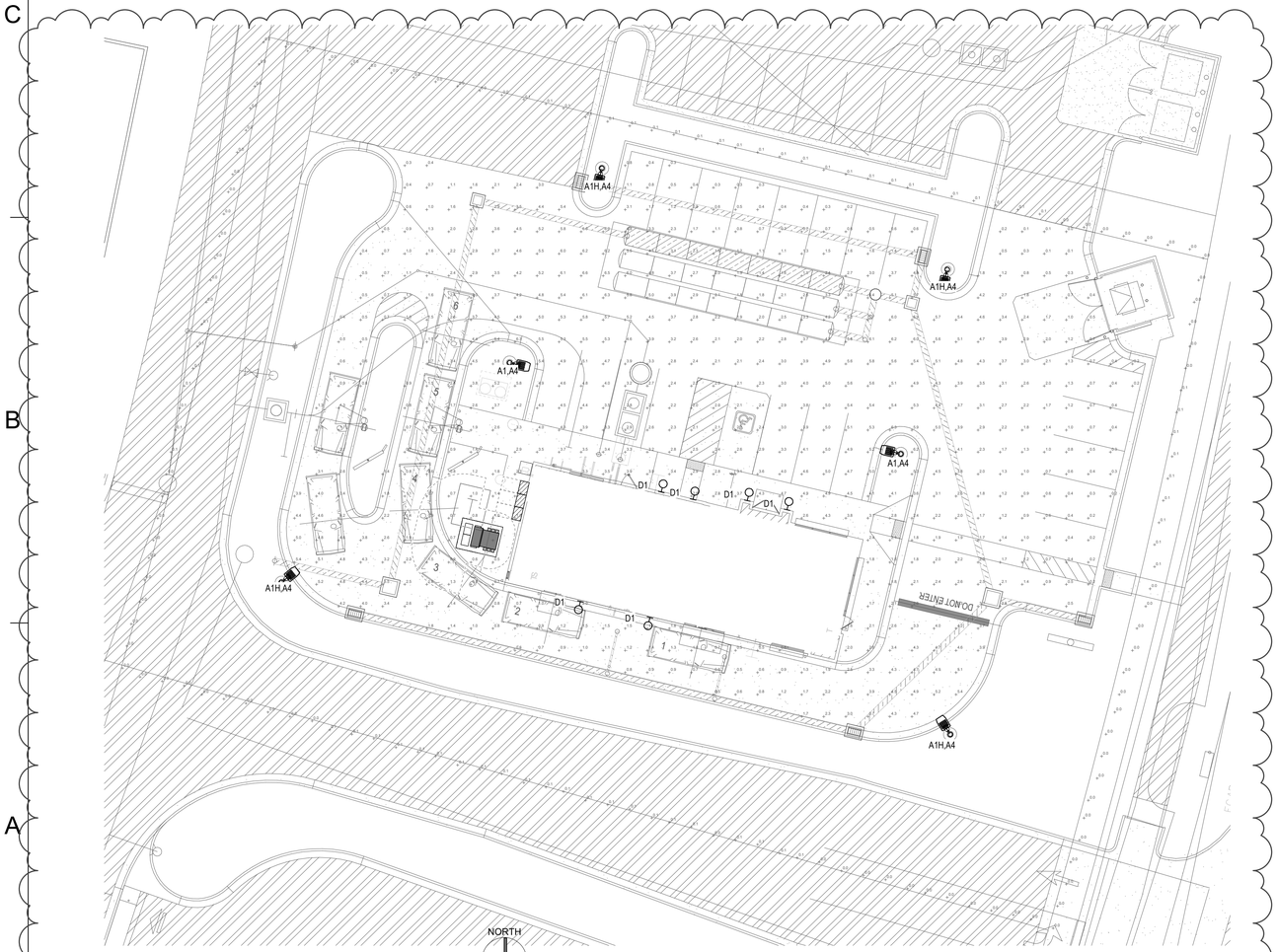
3

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Site Plan	+	2.5 fc	6.7 fc	0.0 fc	N/A	N/A
Tresspass	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A

3

TOTAL OUTDOOR LUMENS: 76800
LUMENS PER NET ACRE: 98462



1 SITE LIGHTING CALCULATIONS
SCALE: 1/16" = 1'-0"

3

GENERAL SHEET NOTES

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

Mark	Date	Desc.
3	10/13/2022	Corporate Review

SHEET TITLE: ELECTRICAL SITE LIGHTING CALCULATIONS



NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountin, UT 84005

CONSULTANTS
SPECTRUM ENGINEERS
324 S. State St., Suite 400
Salt Lake City, UT 84111
800-676-7077
801-328-5151
fax: 801-328-5155
www.spectrum-engineers.com

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PROJECT NO: 220348

ISSUE:
PERMIT SET

DESIGNED BY: MCF
CHECKED BY: SCL

LICENSED PROFESSIONAL ENGINEER
No. 7258080
SPENCER C. LITTLE
11/28/2022
STATE OF UTAH

Charles William Pope & Associates
ARCHITECTURE, PLANNING, CONSULTING
PART TIME, NOT FULL TIME

DATE: 07/14/2022
JOB NO: 44238
DRAWN BY: AAR
SHEET NUMBER:
8.14

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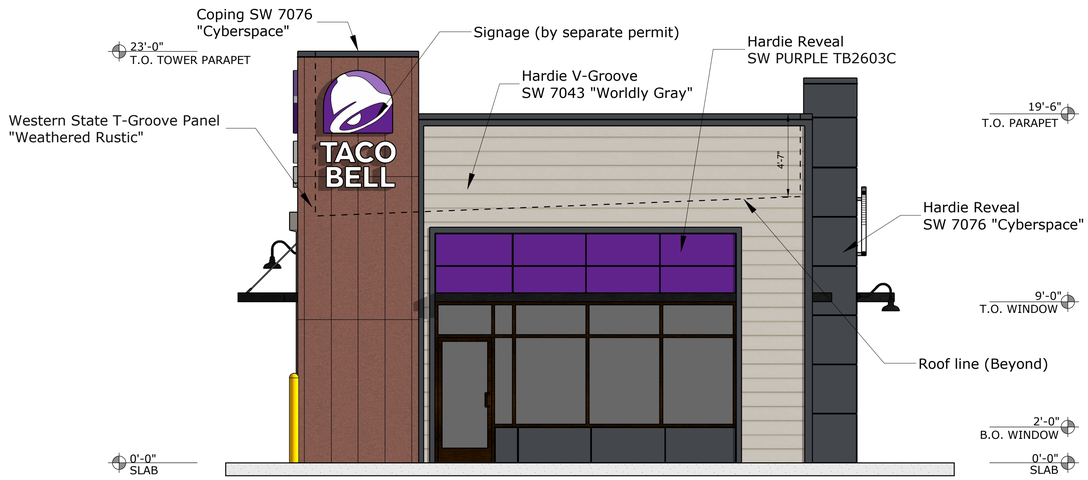
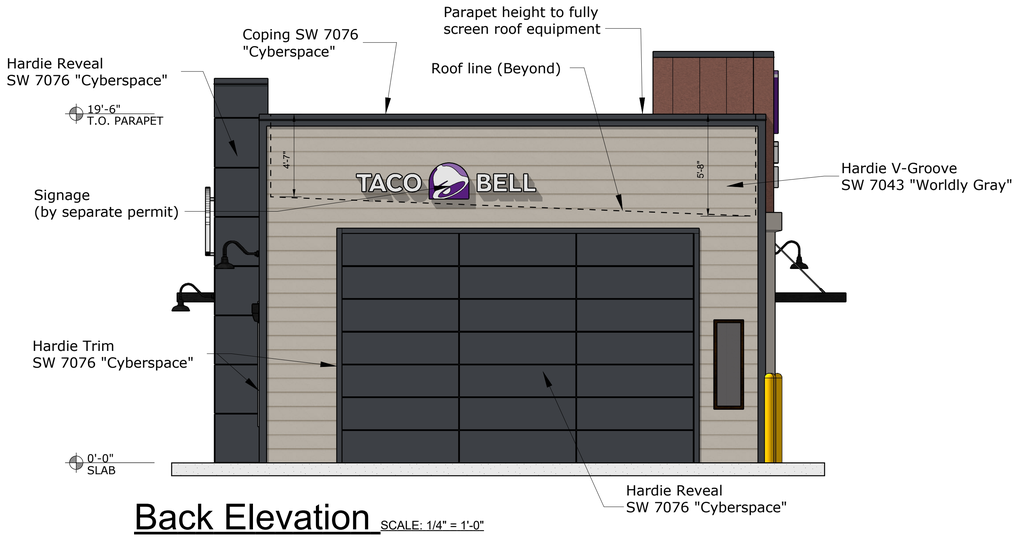
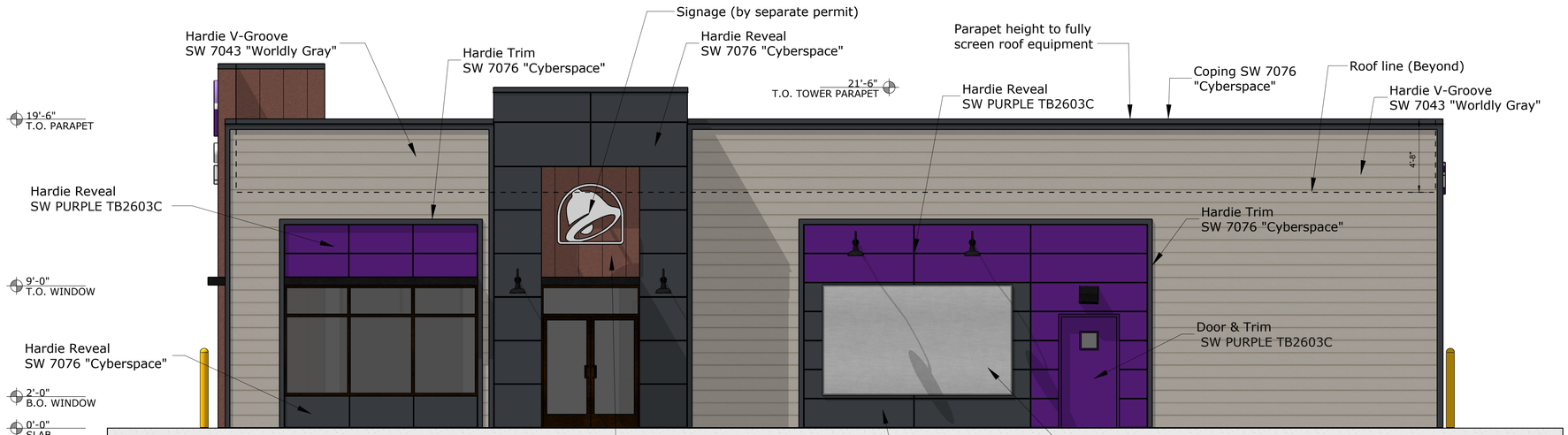


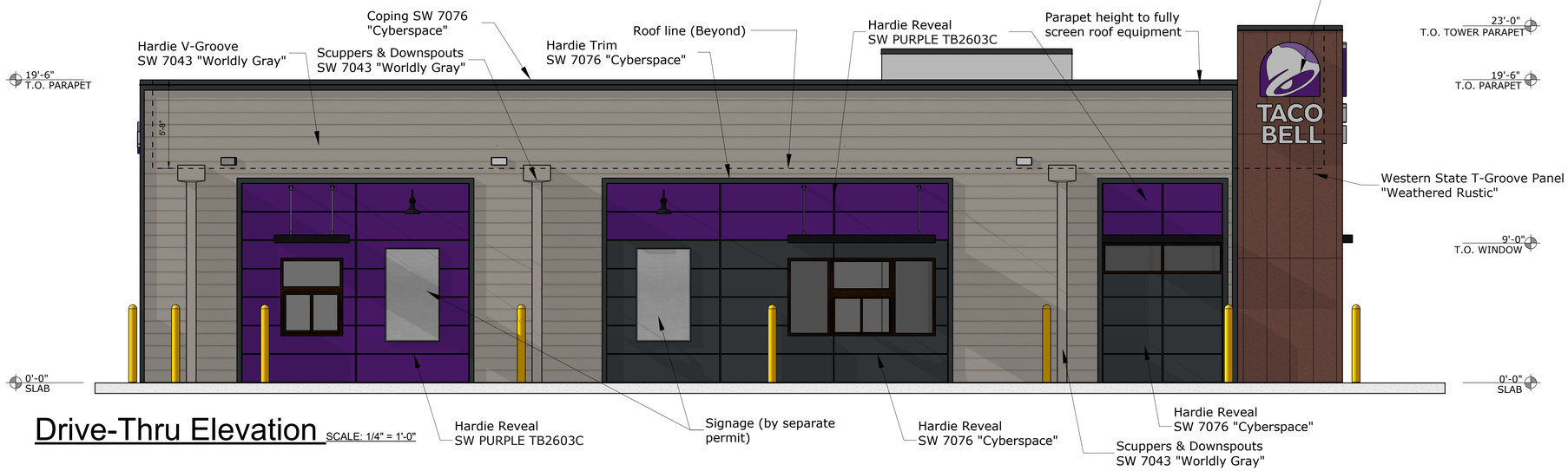
Front Elevation SCALE: 1/4" = 1'-0"



Back Elevation SCALE: 1/4" = 1'-0"



Side Entry Elevation SCALE: 1/4" = 1'-0"



Drive-Thru Elevation SCALE: 1/4" = 1'-0"

Material and Color Legend

WESTERN STATES
T Groove Metal Panel
"Weathered Rustic"

Field Color:
Tower Walls



SHERWIN WILLIAMS
Exterior Paint
SW 7043 "Worldly Gray"

Field Color:
Hardie V-Groove
Panel Wall Color



SHERWIN WILLIAMS
Exterior Paint
SW 7047 "Porpoise"

Field Color:
Hardie Reveal
Panel Wall Color



SHERWIN WILLIAMS
Exterior Paint
SW 7076 "Cyberspace"

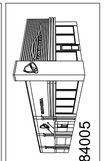
Field Color:
Hardie Reveal
Panel Wall/Door/Trim Color

All signs are not vested & are approved with a separate permit

REVISIONS:

Exterior Renders

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountin, UT 84005



PRELIMINARY 01.28.20
THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES...
CHARLES W. POPE UT # 11692027-0301

Charles William Pope & Associates
ARCHITECTURE PLANNING CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 09.15.10
JOB NO: 44238
DRAWN BY:
SHEET NUMBER:
3.3.4
OF

FILE NAME:
DESCRIPTION:
DRAWING SCALE:
PLOT SCALE:

Catalog # : _____ Project : _____ Type : _____

Prepared By : _____ Date : _____

Mirada Medium (MRM)

Outdoor LED Area Light

IP66 IK08



OVERVIEW	
Lumen Package	7,000 - 48,000
Wattage Range	48 - 401
Efficacy Range (LPW)	117 - 160
Weight lbs(kg)	30 (13.6)

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing contains factory prewired driver and optical unit. Cast aluminum wiring access door located underneath.
- Designed to mount to square or round poles.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Shipping weight: 37 lbs in carton.

Optical System

- State-of-the-Art one piece silicone optic sheet delivers industry leading optical control with an integrated gasket to provide IP66 rated sealed optical chamber in 1 component.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in IES Types 2, 3, 5W, FT, FTA and AM.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- Available in 5000K, 4000K, and 3000K color temperatures per ANSI C78.377. Also Available in Phosphor Converted Amber with Peak intensity at 610nm.
- Minimum CRI of 70.
- Integral louver (IL) and integral half louver (IH) options available for enhanced backlight control.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short-circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 Vac) Input 50/60 Hz or optional High Voltage (347-480 Vac).
- L80 Calculated Life: >100k Hours (See Lumen Maintenance chart)
- Total harmonic distortion: <20%
- Operating temperature: -40°C to +50°C (-40°F to +122°F). 42L and 48L lumen packages rated to +40ºC.
- Power factor: >.90
- Input power stays constant over life.
- Field replaceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed.

Controls

- Optional integral passive infrared Bluetooth™ motion and photocell sensor (see page 8 for more details). Fixtures operate independently and can be commissioned via iOS or Android configuration app
- LSI's AirLink™ wireless control system options reduce energy and maintenance costs while optimizing light quality 24/7. (see controls section for more details).

Installation

- Designed to mount to square or round poles.
- A single fastener secures the hinged door, underneath the housing and provides quick & easy access to the electrical compartment.
- Included terminal block accepts up to 12 ga. wire.
- Utilizes LSI's traditional 3" drill pattern B3 for easy fastening of LSI products.

Warranty

- LSI LED Fixtures carry a 5-year warranty.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- IDA compliant; with 3000K color temperature selection.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet Locations.
- IP66 rated Luminaire per IEC 60598.
- 3G rated for ANSI C136.31 high vibration applications are qualified.
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.
- Patented Silicone Optics (US Patent NO. 10,816,165 B2)
- IK08 rated luminiare per IEC 66262 mechanical impact code

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Mirada Medium Outdoor LED Area Light

Type : _____

Have questions? Call us at (800) 436-7800

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: MRM LED 36L SIL FTA UNV DIM 50 70CRI ALSCS04 BRZ IL

Prefix	Light Source	Lumen Package	Lens	Distribution	Orientation[2]	Voltage	Driver
MRM - Mirada Medium Area Light	**LED**	**7L** - 7,000 lms **9L** - 9,000 lms **12L** - 12,000 lms **18L** - 18,000 lms **24L** - 24,000 lms **30L** - 30,000 lms **36L** - 36,000 lms **42L** - 42,000 lms **48L** - 48,000 lms Custom Lumen Packages[1]	**SIL** - Silicone	**2** - Type 2 **3** - Type 3 **5W** - Type 5 Wide **FT** - Forward Throw **FTA** - Forward Throw Automotive **AM** - Automotive Merchandise	**(blank)** - standard **L**- Optics rotated left 90° **R** - Optics rotated right 90°	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**DIM** - 0-10V Dimming (0-10%)

Color Temp	Color Rendering	Finish		Options
50 - 5,000 CCT **40** - 4,000 CCT **30** - 3,000 CCT **AMB** - Phosphor Converted Amber[12]	**70CRI** - 70 CRI	**BLK -** Black **BRZ -** Dark Bronze **GMG -** Gun Metal Gray **GPT -** Graphite	**MSV -** Metallic Silver **PLP -** Platinum Plus **SVG -** Satin Verde Green **WHT -** White	**(Blank)** - None A1 **IH -** Integral Half Louver (Moderate Spill Light Cutoff)[2] A1H **IL -** Integral Louver (Sharp Spill Light Cutoff)[2]

Controls (Choose One)

(Blank) - None

Wireless Controls System
ALSC - AirLink Synapse Control System
ALSCH - AirLink Synapse Control System Host / Satelite[3]
ALSCS02 - AirLink Synapse Control System with 12-20' Motion Sensor
ALSCHS02 - AirLink Synapse Control System Host / Satelite with 12-20' Motion Sensor[3]
ALSCS04 - AirLink Synapse Control System with 20-40' Motion Sensor
ALSCHS04 - AirLink Synapse Control System Host / Satelite with 20-40' Motion Sensor[3]
ALBCS1 - AirLink Blue Wireless Motion & Photo Sensor Controller (8-24' mounting height)
ALBCS2 - AirLink Blue Wireless Motion & Photo Sensor Controller (25-40' mounting height)

Stand-Alone Controls
EXT - 0-10v Dimming leads extended to housing exterior
CR7P - 7 Pin Control Receptacle ANSI C136.41[6]
IMSBT1- Integral Bluetooth™ Motion and Photocell Sensor (8-24' MH)[5]
IMSBT2- Integral Bluetooth™ Motion and Photocell Sensor (25-40' MH)[5]

Button Type Photocells
PCI120 - 120V
PCI208-277 - 208 -277V
PCI347 - 347V

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 436-7800

ACCESSORY ORDERING INFORMATION[7]

CONTROLS ACCESSORIES

Description	Order Number
PC120 Photocell for use with CR7P option (120V)[8]	122514
PC208-277 Photocell for use with CR7P option (208V, 240V, 277V)[8]	122515
Twist Lock Photocell (347V) for use with CR7P[8]	122516
Twist Lock Photocell (480V) for use with CR7P[8]	1225180
AirLink 5 Pin Twist Lock Controller[8]	661409
AirLink 7 Pin Twist Lock Controller[8]	661410
Shorting Cap for use with CR7P	149328

FUSING OPTIONS[11]	
Single Fusing (120V)	See Fusing Accessory Guide
Single Fusing (277V)	
Double Fusing (208V, 240V)	
Double Fusing (480V)	
Double Fusing (347V)	

SHIELDING OPTIONS	
Mirada Small	See Shielding Guide
Mirada Medium	
Mirada Large	
Zone Medium	
Zone Large	
Slice Medium	

1. Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2. Not available with 5W distribution
3. Consult Factory for availability.
4. Not available in HV.
5. IMSBT is field configurable via the LSI app that can be downloaded from your smartphone's native app store.
6. Control device or shorting cap must be ordered separately. See Accessory Ordering Information.
7. Accessories are shipped separately and field installed.
8. Factory installed CR7P option required. See Options.
9. "CLR" denotes finish. See Finish options.
10. Only available with ALSC/ALSCH control options.
11. Fusing must be located in hand hole of pole. See Fusing Accessory Guide for compatability.
12. Only available in 9L, 12L, 18L and 24L Lumen Packages. Consult factory for lead time and availability.

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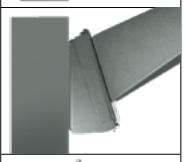
ACCESSORIES

MOUNTING ACCESSORIES

Side Arm	**Universal Mounting Bracket** Mounts to ≥ 3" square or round (tapered/straight) poles with (2) mounting hole spaces between 3.5" to 5" **Part Number: BKA UMB CLR**	
	Quick Mount Plate True one person installation to existing/new contruction poles with hole spaces beteen 2.4 to 4.6" **Part Number: BKS PQM B3B5 XX CLR**	
	15° Tilt Quick Mount Plate True one person installation to existing/new contruction poles with hole spaces beteen 2.4 to 4.6" **Part Number: BKS PQ15 B3B5 XX CLR**	
Tenon / Slipfitter	**Adjustable Slipfitter** Mounts onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon and provides 180° of tilt (max 45° above horizontal) **Part Number: BKA ASF CLR**	
	Square Tenon Top Mounts onto a 2" (51mm) IP, 2.375" (60mm) O.D. tenon and allows for mounting up to 4 luminaires **Part Number: BKA XNM ***	
	Square Internal Slipfitter Mounts inside 4" or 5" square pole and allows for mounting up to 4 lumianires **Part Number: BKA X_ISF * CLR**	
Wall Mount/ Wood Pole	**Wall Mount Bracket** Mounts onto vertical wall surface (hardware/anchors not included) **Part Number: BKS XBO WM CLR**	
	Wood Pole Bracket Mounts onto wooden poles (6" minimum OD, hardware/anchors not inlcuded) **Part Number: BKS XBO WP CLR**	

SHIELDING, POLES & MISC. ACCESSORIES

Shielding	**Integral Louver** Field Install Integral Louver provides maximum backlight control by shiedling each individual row of LEDS **Part Number: 686485**	
	Integral Half Louver Field Install Integral Half Louver provides great backlight control without impacting front side distribution. **Part Number: 743416**	
	External Shield External shield blocks view of light source from anyside of luminaire, additional shielding configurations available **Part Number: 785970BLK (3") / 785962BLK (6")**	
Poles	**Square Poles** 14 - 39' steel and aluminum poles in 4", 5" and 6" sizes for retrofit and new construction **Part Number: 4SQ/5SQ/6SQ**	
	Round Poles 10 - 30' steel and aluminum poles in 4" and 5" sizes for retrofit and new construction **Part Number: 4RP/5RP**	
	Tapered Poles 20' - 39' steel and aluminum poles for retrofit and new construction **Part Number: RTP**	
Misc.	**Bird Spikes** 10' Linear Bird Spike Kit, 4' recommended per luminaire, includes silcone adhesive and application tool **Part Number: 736795**	

Replace CLR with paint finish description

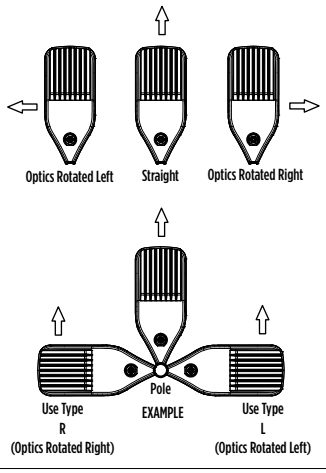
Repleace XX with SQ for square pole or RD for round pole (≥3" OD)

Replace * with S (Single), D180 (Double @180°), D90 (Double @90°), T90 (Triple), Q90 (Quad)

Replace _ with 4 (4" square pole) or 5 (5" square pole)

OPTICS ROTATION

Top View



ACCESSORIES/OPTIONS

Integral Louver (IL) and House-Side Shield (IH)

Integral louver (IL) and half louver (IH) accessory shields available for improved backlight control without sacrificing street side performance. LSI's Integral Louver (IL) and Integral House-Side Shield (IH) options deliver backlight control that significantly reduces spill light behind the poles for applications with pole locations close to adjacent properties. The design maximizes forward reflected light while reducing glare, maintaining the optical distribution selected, and most importantly eliminating light trespass. Both options rotate

Luminaire Shown with Integral Louver (IL)



Luminaire Shown with IMSBT Option



7 Pin Photoelectric Control

7-pin ANSI C136.41-2013 control receptacle option available for twist lock photocontrols or wireless control modules. Control accessories sold separately. Dimming leads from the receptacle will be connected to the driver dimming leads (Consult factory for alternate wiring).

Luminaire Shown with CR7P



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Mirada Medium Outdoor LED Area Light

Type : _____

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PERFORMANCE

Back to Quick Links

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
7L	2	70	7560	157	B2-U0-G2	7560	157	B2-U0-G2	7560	157	B2-U0-G2	48
	3		7616	159	B1-U0-G2	7616	159	B1-U0-G2	7616	159	B1-U0-G2	
	5W		7292	152	B3-U0-G1	7292	152	B3-U0-G1	7292	152	B3-U0-G1	
	FT		7562	158	B2-U0-G2	7562	158	B2-U0-G2	7562	158	B2-U0-G2	
	FTA		7595	158	B2-U0-G2	7595	158	B2-U0-G2	7595	158	B2-U0-G2	
	AM		7687	160	B1-U0-G1	7687	160	B1-U0-G1	7687	160	B1-U0-G1	
9L	2	70	9853	159	B2-U0-G2	9853	159	B2-U0-G2	9853	159	B2-U0-G2	62
	3		9926	160	B2-U0-G2	9926	160	B2-U0-G2	9926	160	B2-U0-G2	
	5W		9504	153	B3-U0-G2	9504	153	B3-U0-G2	9504	153	B3-U0-G2	
	FT		9856	159	B2-U0-G3	9856	159	B2-U0-G3	9856	159	B2-U0-G3	
	FTA		9900	160	B2-U0-G2	9900	160	B2-U0-G2	9900	160	B2-U0-G2	
	AM		10019	162	B2-U0-G1	10019	162	B2-U0-G1	10019	162	B2-U0-G1	
12L	2	70	13135	155	B3-U0-G2	13135	155	B3-U0-G2	13135	155	B3-U0-G2	85
	3		13232	156	B2-U0-G2	13232	156	B2-U0-G2	13232	156	B2-U0-G2	
	5W		12669	149	B4-U0-G2	12669	149	B4-U0-G2	12669	149	B4-U0-G2	
	FT		13138	155	B2-U0-G3	13138	155	B2-U0-G3	13138	155	B2-U0-G3	
	FTA		13196	155	B2-U0-G2	13196	155	B2-U0-G2	13196	155	B2-U0-G2	
	AM		13355	157	B2-U0-G2	13355	157	B2-U0-G2	13355	157	B2-U0-G2	
18L	2	70	19318	143	B3-U0-G3	19318	143	B3-U0-G3	19318	143	B3-U0-G3	135
	3		19461	144	B3-U0-G3	19461	144	B3-U0-G3	19461	144	B3-U0-G3	
	5W		18633	138	B4-U0-G2	18633	138	B4-U0-G2	18633	138	B4-U0-G2	
	FT		19324	143	B3-U0-G3	19324	143	B3-U0-G3	19324	143	B3-U0-G3	
	FTA		19408	144	B3-U0-G3	19408	144	B3-U0-G3	19408	144	B3-U0-G3	
	AM		19641	145	B3-U0-G2	19641	145	B3-U0-G2	19641	145	B3-U0-G2	
24L	2	70	25957	147	B4-U0-G3	25957	147	B4-U0-G3	25957	147	B4-U0-G3	176
	3		26149	149	B3-U0-G4	26149	149	B3-U0-G4	26149	149	B3-U0-G4	
	5W		25037	142	B5-U0-G3	25037	142	B5-U0-G3	25037	142	B5-U0-G3	
	FT		25964	148	B3-U0-G4	25964	148	B3-U0-G4	25964	148	B3-U0-G4	
	FTA		26077	148	B3-U0-G3	26077	148	B3-U0-G3	26077	148	B3-U0-G3	
	AM		26393	150	B3-U0-G2	26393	150	B3-U0-G2	26393	150	B3-U0-G2	
30L	2	70	32417	140	B4-U0-G3	32417	140	B4-U0-G3	32417	140	B4-U0-G3	232
	3		32656	141	B3-U0-G4	32656	141	B3-U0-G4	32656	141	B3-U0-G4	
	5W		31267	135	B5-U0-G3	31267	135	B5-U0-G3	31267	135	B5-U0-G3	
	FT		32424	140	B3-U0-G4	32424	140	B3-U0-G4	32424	140	B3-U0-G4	
	FTA		32566	140	B4-U0-G3	32566	140	B4-U0-G3	32566	140	B4-U0-G3	
	AM		32960	142	B3-U0-G3	32960	142	B3-U0-G3	32960	142	B3-U0-G3	
36L	2	70	38275	133	B4-U0-G4	38275	133	B4-U0-G4	38275	133	B4-U0-G4	288
	3		38557	134	B4-U0-G5	38557	134	B4-U0-G5	38557	134	B4-U0-G5	
	5W		36917	128	B5-U0-G4	36917	128	B5-U0-G4	36917	128	B5-U0-G4	
	FT		38283	133	B4-U0-G5	38283	133	B4-U0-G5	38283	133	B4-U0-G5	
	FTA		38450	134	B4-U0-G4	38450	134	B4-U0-G4	38450	134	B4-U0-G4	
	AM		38916	135	B3-U0-G3	38916	135	B3-U0-G3	38916	135	B3-U0-G3	

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PERFORMANCE (CONT.)

DELIVERED LUMENS*

Lumen Package	Distribution	CRI	3000K CCT			4000K CCT			5000K CCT			Wattage
			Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	Delivered Lumens	Efficacy	BUG Rating	
42L	2	70	44118	125	B5-U0-G4	44118	125	B5-U0-G4	44118	125	B5-U0-G4	354
	3		44444	126	B4-U0-G5	44444	126	B4-U0-G5	44444	126	B4-U0-G5	
	5W		42555	120	B5-U0-G4	42555	120	B5-U0-G4	42555	120	B5-U0-G4	
	FT		44130	125	B4-U0-G5	44130	125	B4-U0-G5	44130	125	B4-U0-G5	
	FTA		44322	125	B4-U0-G4	44322	125	B4-U0-G4	44322	125	B4-U0-G4	
	AM		44859	127	B4-U0-G3	44859	127	B4-U0-G3	44859	127	B4-U0-G3	
48L	2	70	48795	122	B5-U0-G4	48795	122	B5-U0-G4	48795	122	B5-U0-G4	401
	3		49156	123	B4-U0-G5	49156	123	B4-U0-G5	49156	123	B4-U0-G5	
	5W		47066	117	B5-U0-G4	47066	117	B5-U0-G4	47066	117	B5-U0-G4	
	FT		48809	122	B4-U0-G5	48809	122	B4-U0-G5	48809	122	B4-U0-G5	
	FTA		49021	122	B5-U0-G4	49021	122	B5-U0-G4	49021	122	B5-U0-G4	
	AM		49615	124	B4-U0-G3	49615	124	B4-U0-G3	49615	124	B4-U0-G3	

ELECTRICAL DATA (AMPS)*

Lumens	120V	208V	240V	277V	347V	480V
7L	0.40	0.23	0.20	0.17	0.14	0.10
9L	0.52	0.30	0.26	0.22	0.18	0.13
12L	0.71	0.41	0.35	0.31	0.24	0.18
18L	1.13	0.65	0.56	0.49	0.39	0.28
24L	1.47	0.85	0.73	0.64	0.51	0.37
30L	1.93	1.12	0.97	0.84	0.67	0.48
36L	2.40	1.38	1.20	1.04	0.83	0.60
42L	2.95	1.70	1.48	1.28	1.02	0.74
48L	3.4A	1.9A	1.7A	1.5A	1.2A	0.8A

ELECTRICAL DATA - PHOSPHOR CONVERTED AMBER (AMPS)*

Lumens	Watts	120V	208V	240V	277V	347V	480V
9L	74.3	0.6A	0.4A	0.3A	0.3A	0.2A	0.2A
12L	102.9	0.9A	0.5A	0.4A	0.4A	0.3A	0.2A

*Electrical data at 25°C (77°F). Actual wattage may differ by +/-10%

RECOMMENDED LUMEN MAINTENANCE[1] (7-18L)

Ambient	Intial[2]	25h[2]	50hr[2]	75hr[2]	100hr[2]
0-50 C	100%	96%	92%	88%	84%

RECOMMENDED LUMEN MAINTENANCE[1] (24-48L)

Ambient	Intial[2]	25h[2]	50hr[2]	75hr[2]	100hr[2]
0-40 C	100%	100%	97%	94%	92%

1. Lumen maintenance values at 25C are calculated per TM-21 based on LM-80 data and in-situ testing.
2. In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times the IESNA LM-80-08 total test duration for the device under testing.
3. In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times the IESNA LM-80-08 total test duration for the device under testing.

DELIVERED LUMENS*

Lumen Package	Distribution	Phosphor Converted Amber (Peak 610mm)			Wattage
		Delivered Lumens	Efficacy	BUG Rating	
9L	2	5848	80	B2-U0-G2	74
	3	6018	82	B1-U0-G2	
	5W	5471	74	B3-U0-G1	
	FT	5801	79	B1-U0-G2	
	FTA	5924	81	B1-U0-G1	
	AM	5995	81	B1-U0-G1	
12L	2	7530	74	B2-U0-G2	102
	3	7749	76	B1-U0-G2	
	5W	7045	69	B3-U0-G2	
	FT	7470	73	B2-U0-G2	
	FTA	7628	75	B2-U0-G2	
	AM	7720	76	B1-U0-G1	
18L	2	9311	69	B2-U0-G2	135
	3	9582	71	B2-U0-G2	
	5W	8712	65	B3-U0-G2	
	FT	9237	68	B2-U0-G2	
	FTA	9433	70	B2-U0-G2	
	AM	9546	71	B2-U0-G1	
24L	2	10955	63	B2-U0-G2	175
	3	11273	64	B2-U0-G2	
	5W	10249	59	B3-U0-G2	
	FT	10867	62	B2-U0-G2	
	FTA	11097	63	B2-U0-G2	
	AM	11230	64	B2-U0-G1	

*LEDs are frequently updated therefore values are nominal.

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Mirada Medium Outdoor LED Area Light

Type : _____

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PHOTOMETRICS

Back to Quick Links

Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

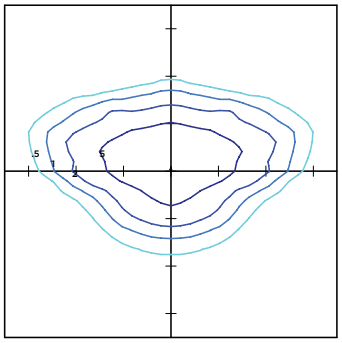
See the individual product page on https://www.lsicorp.com/ for detailed photometric data.

MRM-LED-30L-SIL-2-40-70CRI

Luminaire Data	
Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,416
Watts	232
Efficacy	140
IES Type	Type II - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	4796	15%
Medium (30-60°)	19811	61%
High (60-80°)	7474	23%
Very High (80-90°)	335	1%
Uplight (90-180°)	0	0%
Total Flux	32416	100%

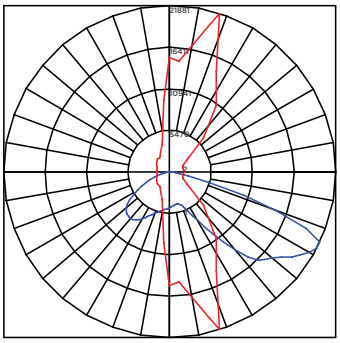
ISO Footcandle



25' Mounting Height/ 25' Grid Spacing

5 FC **2 FC** **1 FC** **0.5 FC**

POLAR CURVE

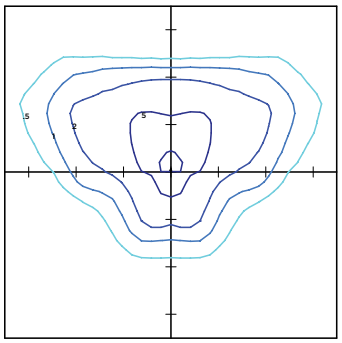


MRM-LED-30L-SIL-3-40-70CRI

Luminaire Data	
Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,656
Watts	232
Efficacy	141
IES Type	Type III - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	3385	10%
Medium (30-60°)	16250	50%
High (60-80°)	12430	38%
Very High (80-90°)	591	2%
Uplight (90-180°)	0	0%
Total Flux	32656	100%

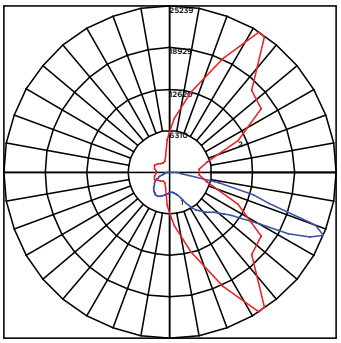
ISO Footcandle



25' Mounting Height/ 25' Grid Spacing

5 FC **2 FC** **1 FC** **0.5 FC**

POLAR CURVE

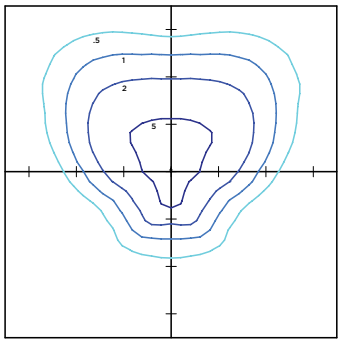


MRM-LED-30L-SIL-FT-40-70CRI

Luminaire Data	
Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,424
Watts	232
Efficacy	140
IES Type	Type IV - Short
BUG Rating	B3-U0-G4

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	3952	12%
Medium (30-60°)	15505	48%
High (60-80°)	12279	38%
Very High (80-90°)	688	2%
Uplight (90-180°)	0	0%
Total Flux	32424	100%

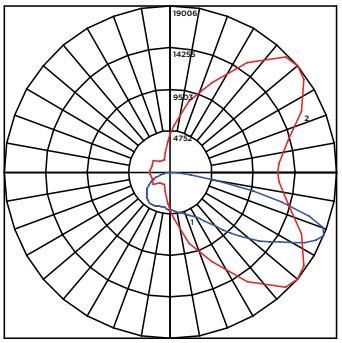
ISO Footcandle



25' Mounting Height/ 25' Grid Spacing

5 FC **2 FC** **1 FC** **0.5 FC**

POLAR CURVE



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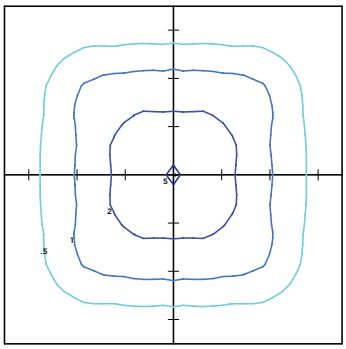
PHOTOMETRICS (CONT)

MRM-LED-30L-SIL-5W-40-70CRI

Luminaire Data	
Type 5W Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	31,267
Watts	232
Efficacy	135
IES Type	Type VS - Short
BUG Rating	B5-U0-G3

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	3138	10%
Medium (30-60°)	13193	42%
High (60-80°)	14641	47%
Very High (80-90°)	296	1%
Uplight (90-180°)	0	0%
Total Flux	31267	100%

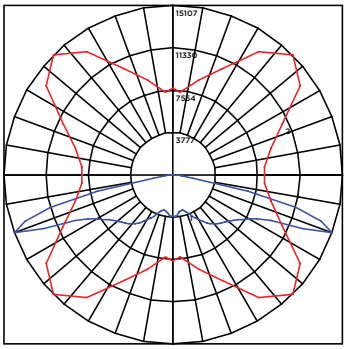
ISO Footcandle



25' Mounting Height/ 25' Grid Spacing

5 FC **2 FC** **1 FC** **0.5 FC**

POLAR CURVE

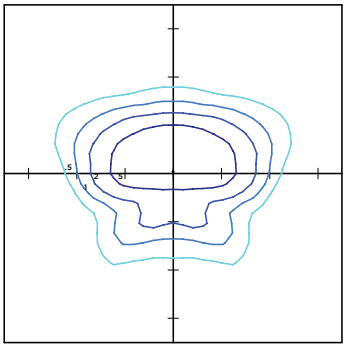


MRM-LED-30L-SIL-FTA-40-70CRI

Luminaire Data	
Type FTA Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,566
Watts	232
Efficacy	140
IES Type	Type VS - Short
BUG Rating	B4-U0-G3

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	6986	21%
Medium (30-60°)	19172	59%
High (60-80°)	5875	18%
Very High (80-90°)	534	2%
Uplight (90-180°)	0	0%
Total Flux	32566	100%

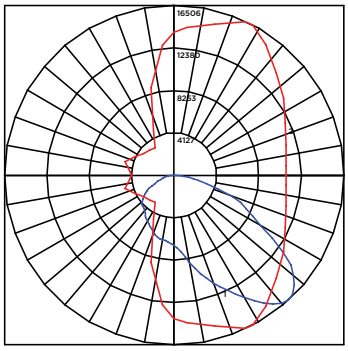
ISO Footcandle



25' Mounting Height/ 25' Grid Spacing

5 FC **2 FC** **1 FC** **0.5 FC**

POLAR CURVE

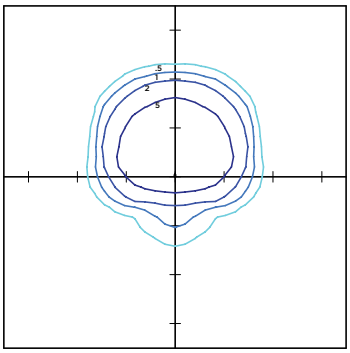


MRM-LED-30L-SIL-AM-40-70CRI

Luminaire Data	
Type AM Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	32,960
Watts	232
Efficacy	142
IES Type	Type III - Very Short
BUG Rating	B3-U0-G3

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	6363	19%
Medium (30-60°)	22026	67%
High (60-80°)	4192	13%
Very High (80-90°)	379	1%
Uplight (90-180°)	0	0%
Total Flux	32960	100%

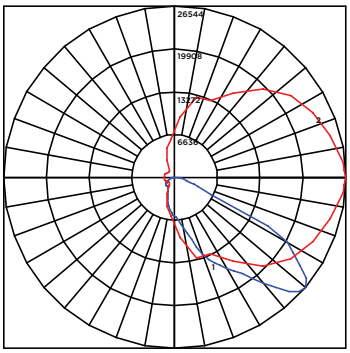
ISO Footcandle



25' Mounting Height/ 25' Grid Spacing

5 FC **2 FC** **1 FC** **0.5 FC**

POLAR CURVE



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Mirada Medium Outdoor LED Area Light

Type : _____

Have questions? Call us at (800) 436-7800

PRODUCT DIMENSIONS

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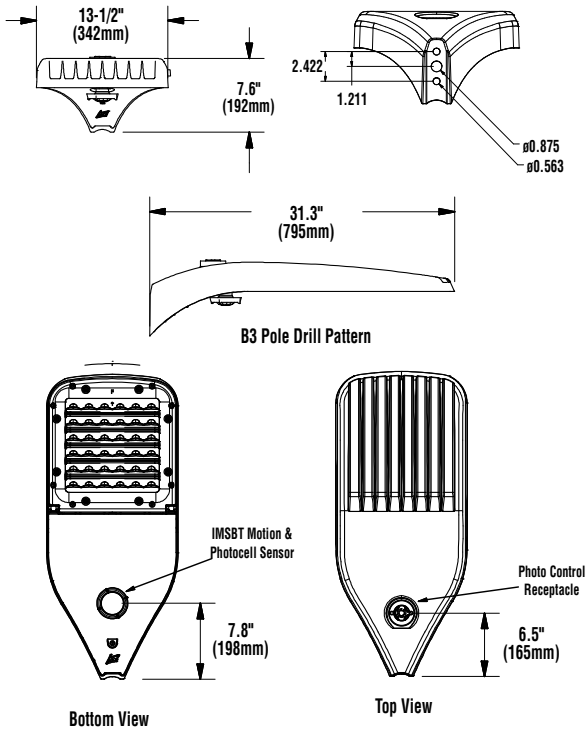

LUMINAIRE EPA CHART - MRM

Tilt Degree		0°	30°	45°
	Single	0.5	1.5	1.9
	D180°	1.0	1.5	1.9
	D90°	0.8	1.9	2.3

Tilt Degree		0°	30°	45°
	T90°	1.0	2.5	2.8
	TN120°	1.0	3.3	3.9
	Q90°	1.0	2.5	2.8

CONTROLS

AirLink Wireless Lighting Controller

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click the link below to learn more details about AirLink.

https://www.lsicorp.com/wp-content/uploads/documents/products/airlink-outdoor-specsheet.pdf

Integral Bluetooth™ Motion and Photocell Sensor (IMSBT)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is rated for cold and wet locations (-30° C to 70° C). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click the link below to learn more details about IMSBT.

https://www.lsicorp.com/wp-content/uploads/documents/products/imsbt-specsheet.pdf

AirLink Blue

Wireless Bluetooth Mesh Outdoor Lighting Control System that provides energy savings, code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click the link below to learn more details about AirLink Blue.

https://www.lsicorp.com/product/airlink-blue/

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Catalog # : _____ Project : _____

Prepared By : _____ Date : _____

Steel Poles

Square Straight



QUICK LINKS

Ordering Guide | Configurations | Dimensions | EPA

FEATURES & SPECIFICATIONS

Pole Shaft

- Straight poles are 4”, 5”, or 6” square.
- Pole shaft is electro-welded ASTM-A500 Grade C steel tubing with a minimum yield strength of 50,000 psi.
- On Tenon Mount steel poles, tenon is 2-3/8” O.D. high-strength pipe. Tenon is 4-3/4” in length.

Hand-Hole

- Standard hand-hole location is 12” above pole base.
- Poles 22’ and above have a 3” x 6” reinforced hand-hole. Shorter poles have a 2” x 4” non-reinforced hand-hole.

Base

- Pole base is ASTM-A36 hot-rolled steel plate with a minimum yield strength of 36,000 psi.
- Two-piece square base cover is optional.

Anchor Bolts

- Poles are furnished with anchor bolts featuring zinc-plated double nuts and washers. Galvanized anchor bolts are optional.
- Anchor bolts conform to ASTM F 1554-07a Grade 55 with a minimum yield strength of 55,000 psi.

Ground Lug

- Ground lug is standard.

Duplex Receptacle

- Weatherproof duplex receptacle is optional.

Ground Fault Circuit Interrupter

- Self-testing Ground fault circuit interrupter is optional.

Finishes

- Every pole is provided with the DuraGrip® Protection System and a 5-year limited warranty:
- When the top-of-the line DuraGrip® Plus Protection System is selected, in addition to the DuraGrip® Protection System, a non-porous, automotive-grade corrosion coating is applied to the lower portion of the pole interior, sealing and further protecting it from corrosion. This option extends the limited warranty to 7 years.

Determining The Luminaire/Pole Combination For Your Application:

- Select luminaire from luminaire ordering information
- Select bracket configuration if required
- Determine EPA value from luminaire/bracket EPA chart
- Select pole height
- Select MPH to match wind speed in the application area (See windspeed maps).
- Confirm pole EPA equal to or exceeding value of luminaire/bracket EPA
- Consult factory for special wind load requirements and banner brackets

Pole Vibration Damper

- A pole vibration damper is recommended in open terrain areas of the country where low steady state winds are common.
- Non-tapered poles and lightly loaded poles are more susceptible to destructive vibration if a damper is not installed.

Listings

- UL Listed
- BAA/TAA Compliant

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ORDERING GUIDE

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TYPICAL ORDER EXAMPLE: **4SQ B3 S11G 24 S PLP DGP**

Pole Series	Mounting Method	Material	Height [2]	Mounting Configuration	Pole Finish	Options
4SQ - 4" x 4" Square Straight Pole **5SQ -** 5" x 5" Square Straight Pole **6SQ -** 6" x 6" Square Straight Pole	**Bolt-On Mount[1]** - See pole selection guide for patterns and fixture matches. **B5 -** 5" Traditional Drilling Pattern **B3 -** 3" Reduced Drilling Pattern **B2 -** 2" Reduced Drilling Pattern **T -** Tenon Mount - See pole selection guide for tenon and fixture/bracket matches. **I -** No Mounting Holes[1] - Use with: • BKA 4ISF & BKA 5ISF • BKA X4ISF & BKA X5ISF	S11G – 11 Ga. Steel (4SQ and 5SQ only) S07G – 07 Ga. Steel	8' 10' 12' 13' 14' 15' 16' 17' 17' 6" 18' 20' 22' 22' 6" 23' 24' 25' 26' 27' 28' 30' 32' 35' 39' Height Restriction, Consult Pole Selection Chart on opposite page	S – Single/Parallel D180 – Double D90 – Double DN90 – Double T90 – Triple TN120 – Triple Q90 – Quad QN90 – Quad N – Tenon Mount (Standard tenon size is 2-3/8" O.D.)	BRZ – Bronze BLK – Black PLP – Platinum Plus WHT – White SVG – Satin Verde Green GPT – Graphite MSV – Metallic Silver BZA – Alternate Bronze	GA – Galvanized Anchor Bolts SF – Single Flood [3] DF – Double Flood [3] DGP – DuraGrip® Plus LAB – Less Anchor Bolts CRXX - Conduit Raceway[4] Standard SF and DF pole preparations are located 3/4 of the height of the pole from the base, except on 20' poles. Maximum height for SF and DF pole preparations on 20' poles is 13' from the base.

Accessory Ordering Information

Description	Order Number
4BC – 4" Square Base Cover	122559CLR
5BC – 5" Square Base Cover	122561CLR
6BC – 6" Square Base Cover	122563CLR
ER2 – Weatherproof Duplex Receptacle	122566CLR
GFI – Ground Fault Circuit Interrupter	122567CLR
MH5 - mounting Hole Plugs for use with 5" traditional drill pattern (3 set of 3 plugs)	132336
MH3 - mounting Hole Plugs for use with 3" reduced drill pattern (3 set of 3 plugs)	681126
MH2 - Mounting Hole Plugs for use with 2" reduced drill pattern (3 sets of 3 plugs)	725841

Description	Order Number
Vibration Damper - 4" Square Pole (bolt-on mount only)	172539
Vibration Damper - 5" Square Pole (bolt-on mount only)	172538
Vibration Damper - 6" Square Pole (bolt-on mount only)	178361

FOOTNOTES:

1 - See Area Light Brackets - 3" Reduced Drill Pattern and Area Light Brackets - 5" Traditional DrIll Pattern spec sheets.
2 - Pole heights will have +/- 1/2" tolerance.
3 - See Flood Lighting Brackets section for choice of FBO brackets.
4 - CR selection must indicate required height and side of pole mounting location. Mounting template required at time of order.

DRILLING LOCATIONS

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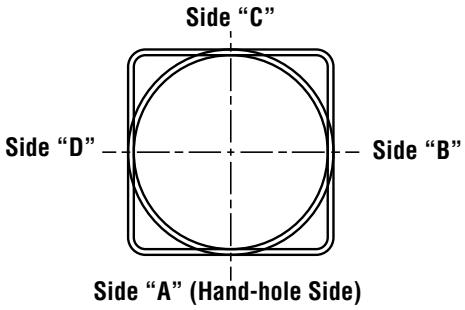
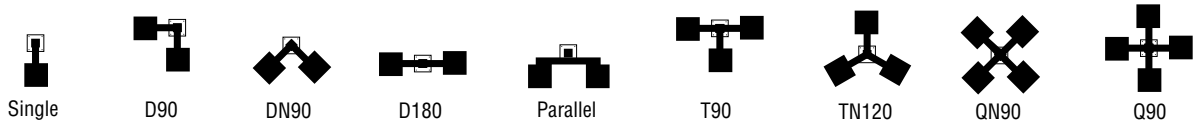
Sides	A	B	C	D
Hand-hole	X			
Single	X			
D180		X		X
D90	X			X
DN90[1]				
T90	X	X		X
TN120[2]				
Q90	X	X	X	X
QN90[3]				
Single FBO	X			
Double FBO		X		X



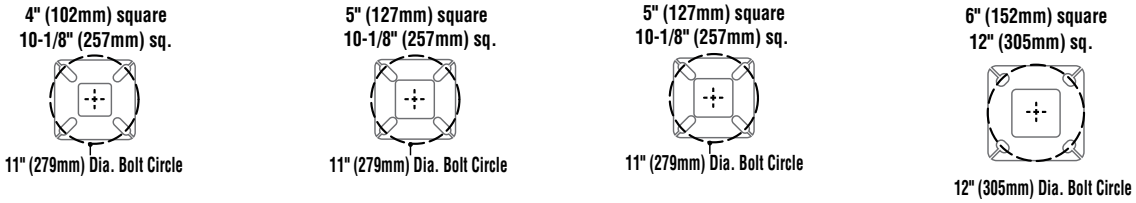
NOTES:
1 - Two locations will be 45° to the left and right of Side A.
2 - Other two locations will be 120° to the left and right of Side A.
3 - Two locations will be 45° to the left and right of Side A and two locations will be 135° to the left and right of Side A.

Consult factory for custom variations. Standard SF and DF pole preparations are located 3/4 of the height of the pole from the base, except on 20’ poles. Maximum height for SF and DF pole preparations on 20’ poles is 13’ from the base.

FIXTURE CONFIGURATIONS



BOLT CIRCLE



Bolt Circle Designator	B	C	D	J
Bolt Circle	Slotted 8”-11" (203mm-279mm)	Slotted 9”-11" (229mm-279mm)	Slotted 9”-11" (229mm-279mm)	Slotted 12" (305mm)
Anchor Bolt Size	3/4" x 30" (19mm x 762mm)	3/4" x 30" (19mm x 762mm)	1" x 36" (25mm x 914mm)	1" x 36" (25mm x 914mm)
Anchor Bolt Projection	3-1/4" (83mm)	3-1/4" (83mm)	4" (102mm)	4" (102mm)
Base Plate Opening for Wireway Entry	3-5/8" (92mm)	4-3/4" (121mm)	4-5/8" (117mm)	5-5/8" (143mm)
Base Plate Dimensions	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 3/4" thk. (257mm x 19mm)	10-1/8" sq. x 1" thk. (257mm x 25mm)	12" sq. x 1-1/8" thk. (305mm x 29mm)
Pole Gauge	11	11	7	7

Note: Base plate illustrations may change without notice. Do not use for setting anchor bolts. Consult factory for the appropriate anchor bolt template.

PRODUCT DIMENSIONS

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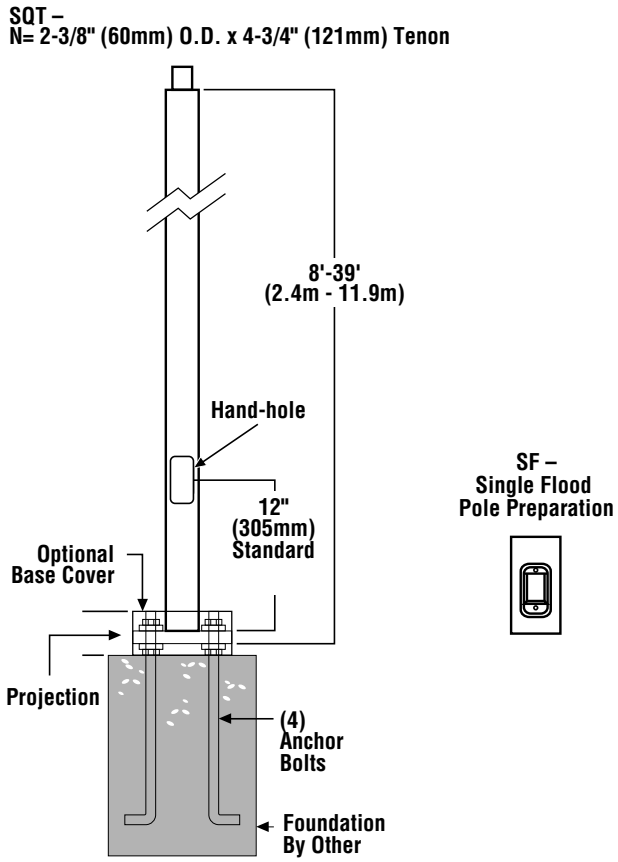
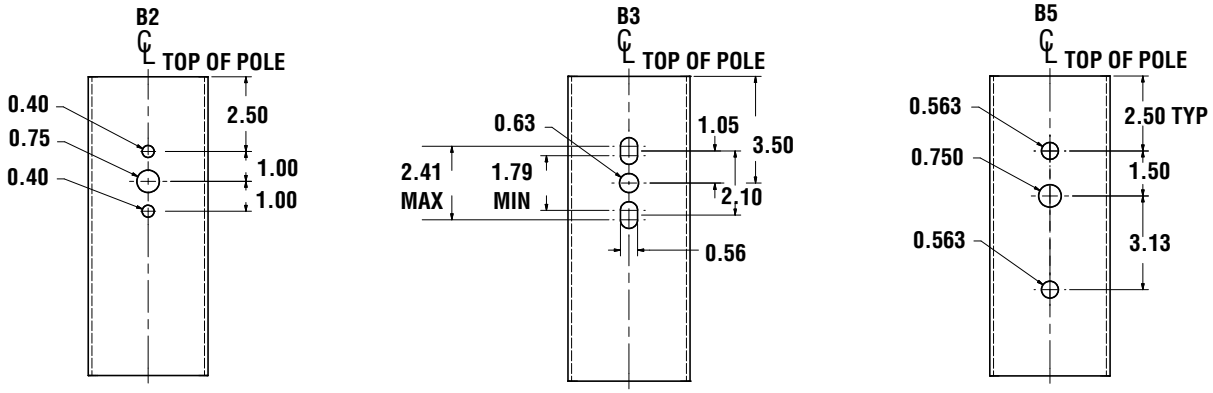


SHIPPING WEIGHTS	
4"(102mm) sq. 11 Ga. is approximately	7.50 lbs./ft.
4"(102mm) sq. 07 Ga. is approximately	10.00 lbs./ft.
5"(127mm) sq. 11 Ga. is approximately	9.00 lbs./ft.
5"(127mm) sq. 07 Ga. is approximately	12.50 lbs./ft.
6"(152mm) sq. 07 Ga. is approximately	15.40 lbs./ft.
Anchor Bolts (3/4" x 30")(19mm x 762mm)	15 lbs. (7kg)/set
Anchor Bolts (1" x 36")(25mm x 914mm)	30 lbs. (14kg)/set

Bolt-On Mount 2-Bolt Pattern



WIND SPEED

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EPA Information
All LSI Industries' poles are guaranteed to meet the EPA requirements listed. LSI Industries is not responsible if a pole order has a lower EPA rating than the indicated wind-loading zone where the pole will be located.
CAUTION: This guarantee does not apply if the pole/bracket/fixture combination is used to support any other items such as flags, pennants, or signs, which would add stress to the pole. LSI Industries cannot accept responsibility for harm or damage caused in these situations.

NOTE: Pole calculations include a 1.3 gust factor over steady wind velocity. Example: poles designed to withstand 80 MPH steady wind will withstand gusts to 104 MPH. EPAs are for locations 100 miles away from hurricane ocean lines. Consult LSI for other areas. Note: Hurricane ocean lines are the Atlantic and Gulf of Mexico coastal areas. For applications in Florida or Canada, consult factory.

Use ONLY with "Wind Speed Map for ASCE 7-10

POLE[1]	Mtg. Height Length (ft)	Wall Thick (ga)	BOLT CIRCLE			EPA								
			Designator	Dia. (in)	Anchor bolt Dia (in)	110 MPH	115 MPH	120 MPH	130 MPH	140 MPH	150 MPH	160 MPH	170 MPH	180 MPH
4" x 11-ga x 12'	12	11	B	8" - 11"	0.75	13.9	12.5	11.3	9.2	7.6	6.3	5.2	4.3	3.6
4" x 11-ga x 14'	14	11	B	8" - 11"	0.75	10.7	9.5	8.5	6.8	5.4	4.4	3.5	2.7	2.1
4" x 11-ga x 16'	16	11	B	8" - 11"	0.75	8.2	7.2	6.4	4.9	3.8	2.9	2.1	1.5	1.0
4" x 11-ga x 18'	18	11	B	8" - 11"	0.75	6.3	5.4	4.7	3.4	2.4	1.6	1.0	0.4	n/a
4" x 11-ga x 20'	20	11	B	8" - 11"	0.75	4.6	3.9	3.2	2.1	1.2	0.6	n/a	n/a	n/a
4" x 11-ga x 22'	22	11	B	8" - 11"	0.75	7.6	6.6	5.7	4.2	3.0	2.0	1.2	0.5	n/a
4" x 11-ga x 24'	24	11	B	8" - 11"	0.75	6.0	5.1	4.3	2.9	1.8	0.9	n/a	n/a	n/a
4" x 11-ga x 26'	26	11	B	8" - 11"	0.75	4.6	3.7	3.0	1.7	0.7	n/a	n/a	n/a	n/a
4" x 7-ga x 14'	14	7	B	8" - 11"	0.75	18.3	16.4	14.9	12.2	10.2	8.5	7.1	5.9	5.0
4" x 7-ga x 16'	16	7	B	8" - 11"	0.75	14.7	13.2	11.8	9.6	7.8	6.3	5.2	4.2	3.4
4" x 7-ga x 18'	18	7	B	8" - 11"	0.75	11.9	10.5	9.3	7.4	5.9	4.6	3.6	2.8	2.1
4" x 7-ga x 20'	20	7	B	8" - 11"	0.75	9.6	8.4	7.4	5.7	4.3	3.2	2.3	1.6	0.9
4" x 7-ga x 22'	22	7	B	8" - 11"	0.75	7.7	6.6	5.7	4.2	3.0	2.0	1.2	0.5	n/a
4" x 7-ga x 24'	24	7	B	8" - 11"	0.75	6.0	5.1	4.3	2.9	1.8	0.9	n/a	n/a	n/a
4" x 7-ga x 26'	26	7	B	8" - 11"	0.75	4.6	3.7	3.0	1.7	0.7	n/a	n/a	n/a	n/a
4" x 7-ga x 28'[2]	28	7	B	8" - 11"	0.75	3.3	2.5	1.8	0.7	n/a	n/a	n/a	n/a	n/a
4" x 7-ga x 30'[2]	30	7	B	8" - 11"	0.75	2.2	1.4	0.8	n/a	n/a	n/a	n/a	n/a	n/a
5" x 11-ga x 14'	14	11	C	9" - 11"	0.75	17.4	15.7	14.1	11.5	9.3	7.7	6.3	5.2	4.2
5" x 11-ga x 16'	16	11	C	9" - 11"	0.75	13.8	12.3	10.9	8.7	6.9	5.5	4.3	3.3	2.5
5" x 11-ga x 18'	18	11	C	9" - 11"	0.75	10.8	9.6	8.4	6.5	4.9	3.7	2.6	1.8	1.1
5" x 11-ga x 20'	20	11	C	9" - 11"	0.75	8.5	7.3	6.3	4.6	3.2	2.1	1.2	0.5	n/a
5" x 11-ga x 22'	22	11	C	9" - 11"	0.75	10.9	9.5	8.3	6.2	4.5	3.2	2.1	1.2	0.5
5" x 11-ga x 24'	24	11	C	9" - 11"	0.75	8.8	7.5	6.4	4.5	3.0	1.8	0.8	n/a	n/a
5" x 11-ga x 26'	26	11	C	9" - 11"	0.75	6.8	5.7	4.6	3.0	1.6	0.6	n/a	n/a	n/a
5" x 11-ga x 28'	28	11	C	9" - 11"	0.75	5.2	4.1	3.2	1.6	0.4	n/a	n/a	n/a	n/a
5" x 11-ga x 30'	30	11	C	9" - 11"	0.75	3.6	2.7	1.8	0.4	n/a	n/a	n/a	n/a	n/a
5" x 7-ga x 20'	20	7	D	9" - 11"	1.00	21.6	19.3	17.3	14.0	11.3	9.2	7.4	6.0	4.8
5" x 7-ga x 22'	22	7	D	9" - 11"	1.00	20.7	18.6	16.6	13.3	10.7	8.5	6.8	5.4	4.2
5" x 7-ga x 24'	24	7	D	9" - 11"	1.00	17.7	15.6	13.8	10.8	8.5	6.6	5.0	3.7	2.6
5" x 7-ga x 26'	26	7	D	9" - 11"	1.00	14.9	13.1	11.4	8.8	6.6	4.9	3.5	2.3	1.3
5" x 7-ga x 28'	28	7	D	9" - 11"	1.00	12.5	10.9	9.4	6.9	4.9	3.4	2.1	1.0	n/a
5" x 7-ga x 30'	30	7	D	9" - 11"	1.00	10.3	8.9	7.5	5.2	3.4	2.0	0.8	n/a	n/a
5" x 7-ga x 35'	35	7	D	9" - 11"	1.00	6.0	4.8	3.6	1.8	n/a	n/a	n/a	n/a	n/a
6" x 7-ga x 24'	24	7	J	12"	1.00	18.6	16.4	14.3	11.2	8.6	6.5	4.8	3.4	2.2
6" x 7-ga x 26'	26	7	J	12"	1.00	15.6	13.4	11.7	8.8	6.5	4.6	3.0	1.8	0.7
6" x 7-ga x 28'	28	7	J	12"	1.00	12.9	10.9	9.3	6.7	4.6	2.8	1.5	n/a	n/a
6" x 7-ga x 30'	30	7	J	12"	1.00	10.4	8.8	7.3	4.8	2.9	1.3	n/a	n/a	n/a
6" x 7-ga x 32'	32	7	J	12"	1.00	8.3	6.8	5.5	3.1	1.3	n/a	n/a	n/a	n/a
6" x 7-ga x 34'	34	7	J	12"	1.00	6.5	5.0	3.7	1.6	n/a	n/a	n/a	n/a	n/a
6" x 7-ga x 35'	35	7	J	12"	1.00	5.5	4.2	2.9	0.9	n/a	n/a	n/a	n/a	n/a
6" x 7-ga x 39'	39	7	J	12"	1.00	2.3	1.0	n/a	n/a	n/a	n/a	n/a	n/a	n/a

All LSI Industries' poles are guaranteed to meet the EPA requirements listed. LSI Industries is not responsible if a pole order has a lower EPA rating than the indicated wind-loading zone where the pole will be located.
CAUTION: This guarantee does not apply if the pole/bracket/fixture combination is used to support any other items such as flags, pennants, or signs, which would add stress to the pole. LSI Industries cannot accept responsibility for harm or damage caused in these situations.

Note:
1- Poles shorter than these listed here in for each gauge have EPA rating equal to or greater than what is provided in this table. To Confirm EPA ratings on shorter poles, contact LSI Industries.
2- LSI Industries recommends a vibration damper be ordered with this length.


Toledo

TOLEDO



METALWORK
Wrought Iron and Aluminum

FINISH
Old Silver

SUSPENSION
Pendants include 4 stems
and hang-straight canopy:
1-6", 2-12", 1-18"
mm: 1-152, 2-305, 1-457
Stem not included in measurement

LAMP INFORMATION
Shown with optional
Early Electric Lamps

LB60-6 6-pack 60W med base
Early Electric Lamps

LB-6W-6 6-pack 6W med base
Early Electric LED Lamps
400 lm 2200K 120V

T24 COMPLIANT
DARK SKY QUALIFIED

B2771 M *WALL*

11"W 14¾"H 12½"P 2½"TCD
MM: 279 W 375 H 318 P 64 TCD
BACKPLATE: 5"W 1¼"D
MM: 127 W 32 D
1 - 100W MED



B2772 L *WALL*

14"W 17¼"H 16¾"P 3"TCD
MM: 356 W 438 H 425 P 76 TCD
BACKPLATE: 6"W 1¼"D
MM: 152 W 32 D
1 - 100W MED

F2773 M *PENDANT/SEMI-FLUSH*

11"W 6¾"H 56"MAX HT
MM: 279 W 171 H 1422 MAX HT
CANOPY: 5"W 1¼"D
MM: 127 W 32 D
1 - 100W MED



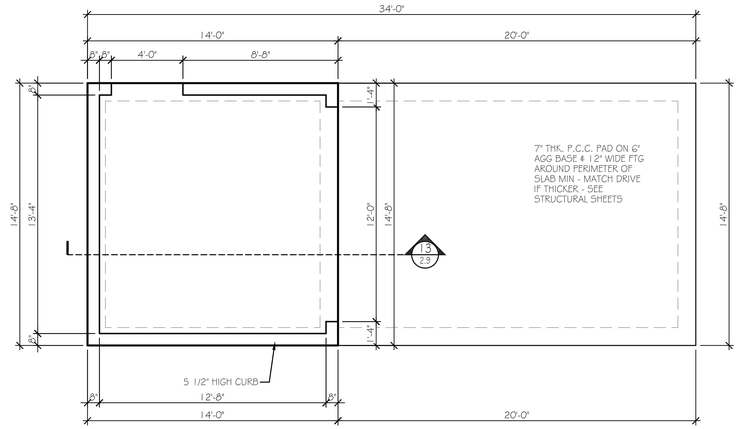
F2774 L *PENDANT/SEMI-FLUSH*

14"W 6¾"H 56"MAX HT
MM: 356 W 171 H 1422 MAX HT
BACKPLATE: 6"W 1¼"D
MM: 152 W 32 D
1 - 100W MED

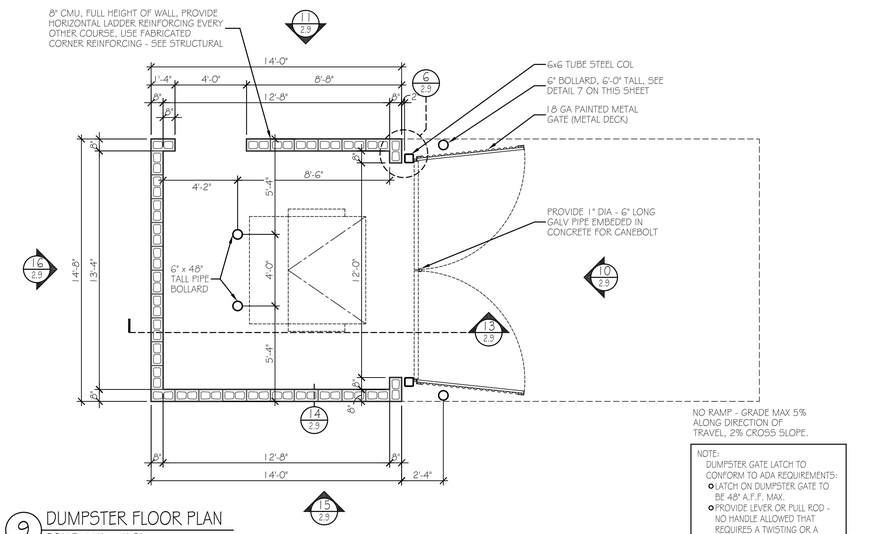
F2776 M *ISLAND*

51"L 14"W 10¼"H 59½"MAX HT
MM: 1295 L 356 W 260 H 1511 MAX HT
BACKPLATE: 6"W 1¼"D
MM: 152 W 32 D
3- 100W MED



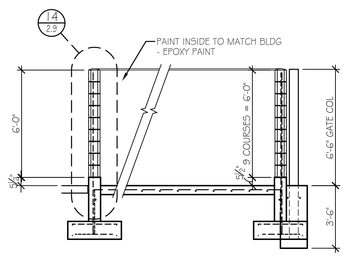


1 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

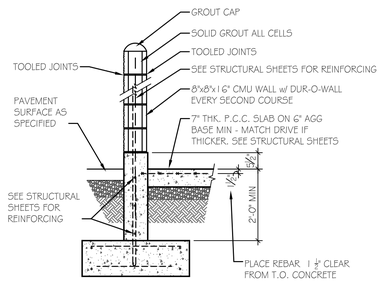


NOTE:
DUMPSTER GATE LATCH TO CONFORM TO ADA REQUIREMENTS:
- LATCH ON DUMPSTER GATE TO BE 48" A.F.F. MAX.
- PROVIDE LEVER OR PULL ROD - NO HANDLE ALLOWED THAT REQUIRES A TWISTING OR A PINCHING MOTION

9 DUMPSTER FLOOR PLAN
SCALE: 1/4" = 1'-0"

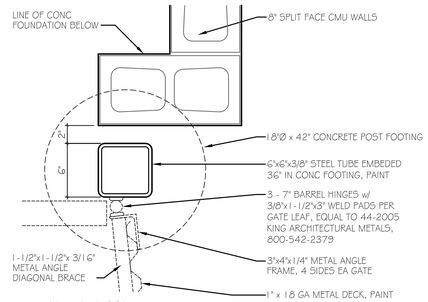


13 DUMPSTER SECTION
SCALE: 1/4" = 1'-0"

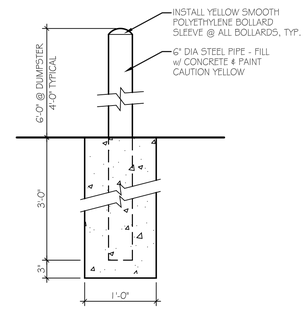


NOTE:
FOOTINGS SHALL EXTEND 18" MINIMUM BELOW ADJACENT FINISH GRADE/SURFACE OR REF. SEE SOILS REPORT FOR ANY ADDITIONAL DESIGN CRITERIA.

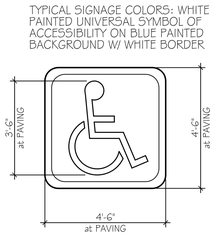
14 TYPICAL DUMPSTER WALL
SCALE: 3/4" = 1'-0"



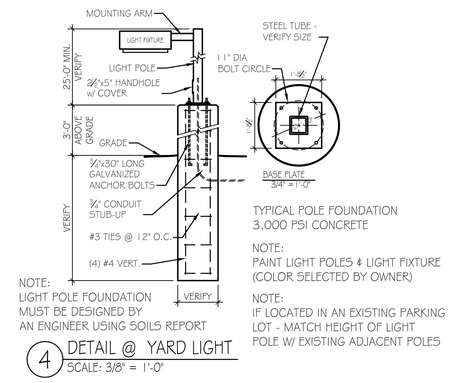
6 JAMB DETAIL
SCALE: 1 1/2" = 1'-0"



7 TYPICAL BOLLARD
SCALE: 1" = 1'-0"



8 UNIVERSAL SYMBOL
SCALE: 3/8" = 1'-0"



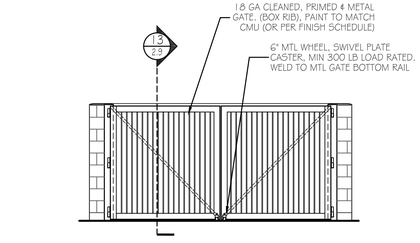
TYPICAL POLE FOUNDATION
3,000 PSI CONCRETE

NOTE:
PAINT LIGHT POLES & LIGHT FIXTURE (COLOR SELECTED BY OWNER)

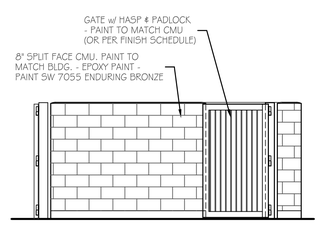
NOTE:
LIGHT POLE FOUNDATION MUST BE DESIGNED BY AN ENGINEER USING SOILS REPORT

NOTE:
IF LOCATED IN AN EXISTING PARKING LOT - MATCH HEIGHT OF LIGHT POLE W/ EXISTING ADJACENT POLES

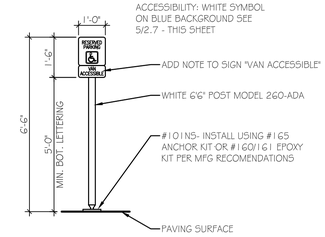
4 DETAIL @ YARD LIGHT
SCALE: 3/8" = 1'-0"



10 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

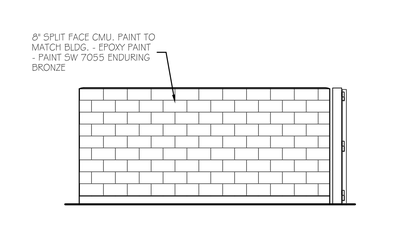


11 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

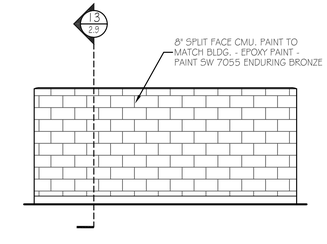


HANDICAP SIGN BY IMPACT RECOVERY SYSTEMS, 800-736-5256, WWW.IMPACTRECOVERY.COM

12 H.C. SIGN
SCALE: 3/8" = 1'-0"



15 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

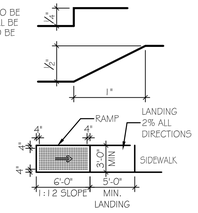


16 BACK ELEVATION
SCALE: 1/4" = 1'-0"

MAX ABRUPT SURFACE CHANGE IN LEVEL TO BE 1/4" VERTICAL. BETWEEN 1/4" TO 1/2" SHALL BE BEVELED w/ MAX 1:2 SLOPE. OVER 1/2" TO BE A RAMP, SEE BELOW. (TAS 4.5.2)

NOTE:
MAX 5% SLOPE w/ MAX 2% CROSS SLOPE AT ALL SIDEWALKS & RAMPS (TAS 4.3.7, 4.8.2, 4.8.6)

RAMP (TYPICAL):
PROVIDE DETECTABLE WARNINGS CONSISTING OF TRUNCATED DOMES DIA 0.9" [23 mm], HEIGHT 0.2" [5 mm], CENTER TO CENTER 2.35" [60 mm] (DIMS NOMINAL) AND VISUALLY CONTRAST WITH ADJOINING SURFACES (TAS 4.29.2)



17 TYPICAL RAMP DETAIL
SCALE: 1/8" = 1'-0"

REVISIONS:

DUMPSTER DETAILS

NEW RESTAURANT FOR:
TACO BELL
Eagle Mountain Blvd., Eagle Mountin, UT 84005

PRELIMINARY 06.22.22
THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES...
CHARLES W. POPE LIT # 1182623-4301

Charles William Pope & Associates
ARCHITECTURE, PLANNING, CONSULTING
7400 BLANCO RD., SUITE 257, SAN ANTONIO, TX. 78216

DATE: 06.22.22
JOB NO: 44238
DRAWN BY:
SHEET NUMBER: 2.9
OF .

FILE NAME: TDH-02_9 Dumpster.dwg
CAD OPERATOR:
DRAWING SCALE: 12" = 1'-0"
PLOT SCALE: FULL

STRATACACHE

OUTDOOR DIGITAL DISPLAY

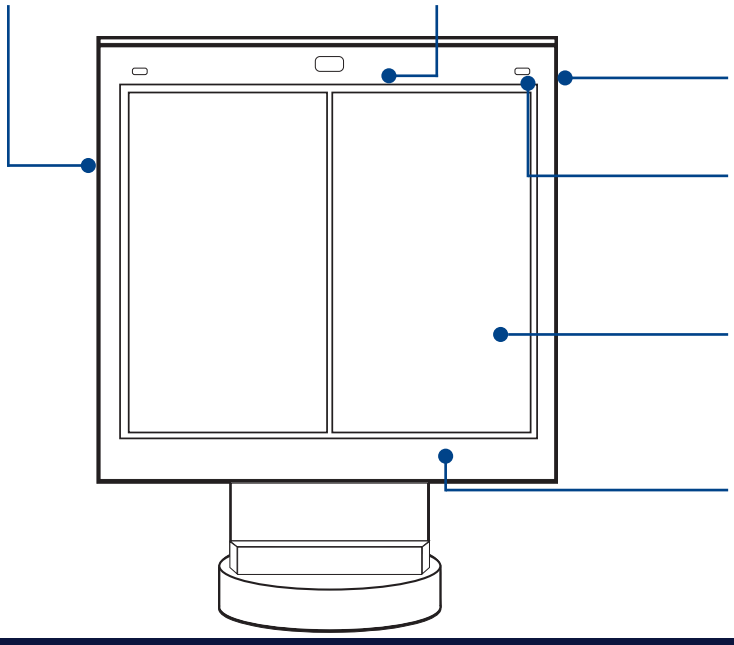


High quality and manufactured in the USA, STRATACACHE outdoor digital displays are designed to handle any weather condition and deliver maximum visibility even in direct sunlight. Integrated hardware and software provides streamlined content management with remote monitoring and control 24/7, making it easy to reboot a media player or troubleshoot. Our advanced display technology has a sensor-rich design that delivers personalization and predictive maintenance, ensuring the delivery of the best customer experience. A partnership with STRATACACHE for your outdoor digital signage needs means confident deployment and network management, at scale, regardless of your project's complexity or size. Discuss your outdoor digital display goals with us today, and we can create a custom solution for your business.



Modular Design
All components are field serviceable in 15 mins or less

24/7 Monitoring and Control
Easy to reboot a media player or troubleshoot remotely



Content Management
Streamlined using integrated hardware and software

Sensor-Rich Capabilities
Gives deeper understanding of operations and customer behavior ensuring the delivery of the best customer experience

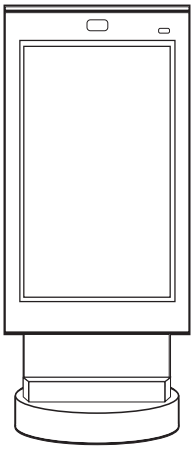
Visibility at All Angles
A brightness of 3,000 nits and vandal resistant tempered glass delivers clear views even in direct sunlight through polarized sunglasses

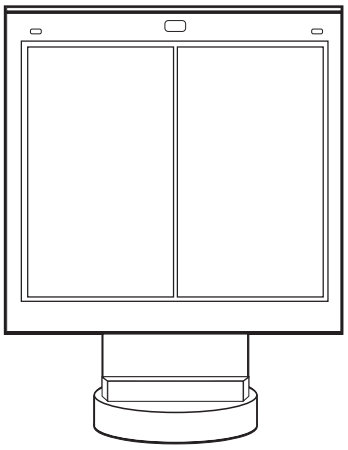
Maximum Reliablity
Able to withstand all harsh weather conditions with an operating temperature range of -25 F to +125 F, patented direct airflow cooling, and IP56 certification

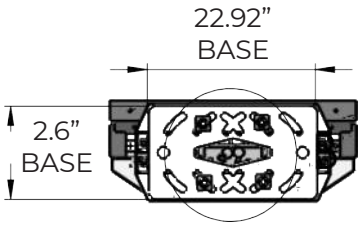
OUTDOOR DIGITAL DISPLAY

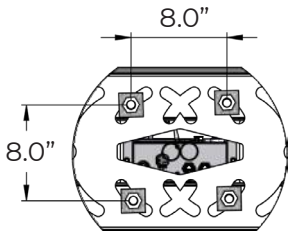
STRATACACHE

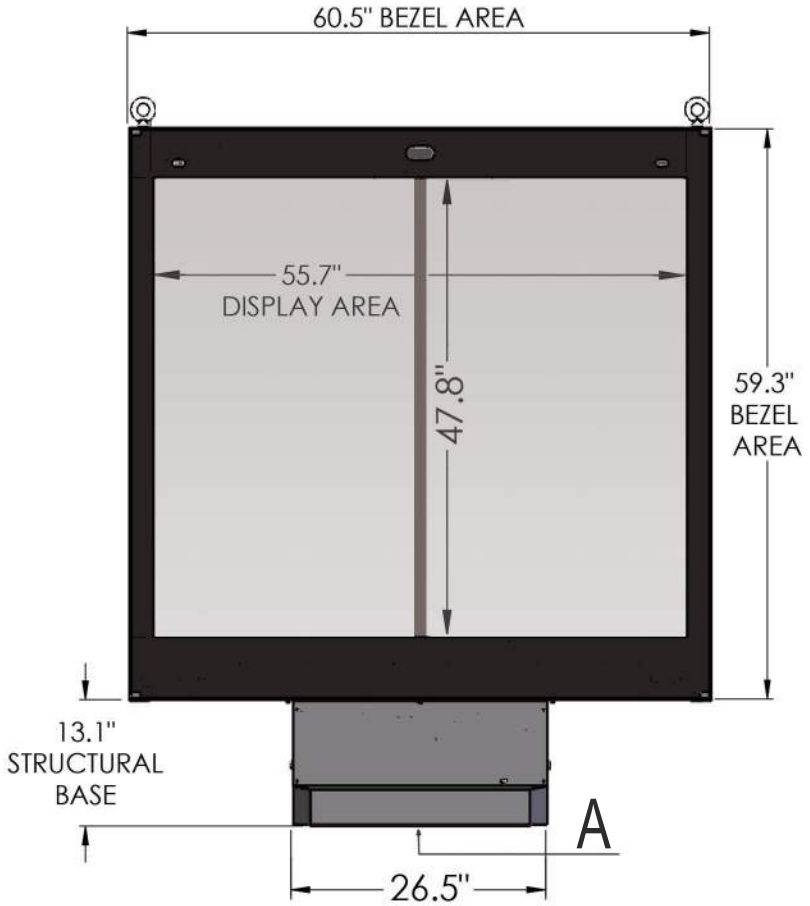
Description	Specification	55STR-V12S	55STR-V12D
LCD Panel	Configuration	1 x 1 Single Panel	1 x 2 Double Panel
	Panel Size	55” Diagonal LCD	2 x 55” diag
	Orientation	Portrait	
	Native Resolution (W x H)	1080 x 1920	2160 x 1920
	Brightness (Min/Max)	380/3,500 cd/m²	
	Contrast Ratio	1300:1	
	LCD Technology	IPS RGB+W with QLP - polarized eyewear compatible	
	Viewing Angle	178° x 178°	
	External Control	Yes - RS232C	
Connectivity	Content	ActiVia for Media 4.0	
	Data Access	CAT 6 | Wi-Fi | 4GLTE	
Audio	Speakers	Optional - Side or Bottom Mounted	
	Microphone	Optional - Side or Bottom Mounted	
Enclosure	Thermal Management	Direct Air Cooling System (DACS) US Patent# 8472174 B2	
	Cover Glass	Proprietary AR treated tempered safety glass (UL48 Listed)	
	Ingress Protection	Water and Dust Protection to IP56 - NEMA 4 - Certified IEC-60950	
	Mount Design	8” x 8” Universal Base-Plate	
	Accessibility	Remote power lock with hinge-less front door access	
	Dimensions (HxWxD mm) (HxWxD in)	1849.2 x 850.9 x 330.2 72.8” x 33.5” x 13”	1849.2 x 1551.0 x 330.2 72.8” x 61.1” x 13”
	Overall Height (options)	1.8 m / 72” standard - Optional 1.68 m/ 66” and 1.98m / 78”	
	Net Weight	215 kg / 474 lbs	320 kg / 705 lbs
Special Features	Ambient Light Sensor	Yes - Automatically adjusts backlight brightness based on ambient light conditions (night sky compliance ready)	
	Field Serviceability	All components are on-site serviceable in under 15 min. (avg)	
	Easy Access Module Swap	All components are modular for simple trouble-shooting and swap.	
	Remote Monitoring	Remote diagnostics, control and monitoring of system health	
Power	Input Power	100/120/240V 50/60Hz	
	Consumption	450W/800W	830W/1150W
	Cable Access	Bottom via sealed junction box in base area.	
	Termination	Embedded circuit breaker, surge suppression protection and EMI filter	
Approval	Safety	UL, cUL, UL48, TUV, CB Report, IEC-60950	
	EMC	FCC Class “A” | CE Mark | CISPR	
Environmental	Operating Temperature	-30°C to +50°C Under full solar exposed conditions	
	Wind Load Rating	Up to 290 km/h | 180 mph	
	Operating Humidity	10% to 90% RH (non-condensing)	



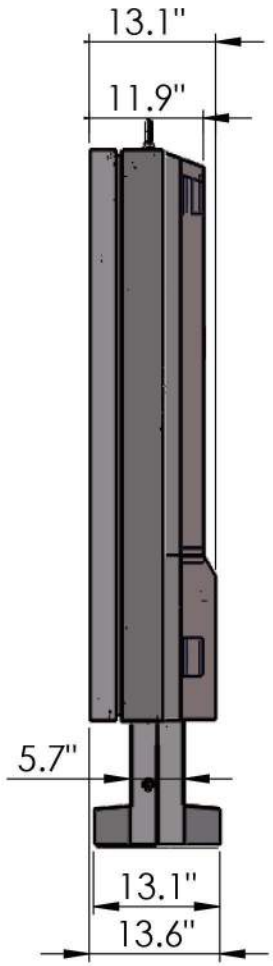








Front View



Side View

GENERAL SPECS

Material: Aluminum exterior with tube steel inner frame. Certified 180 MPH

Surface Treatment:
- Pretreatment - zinc primer & polyester powder coating

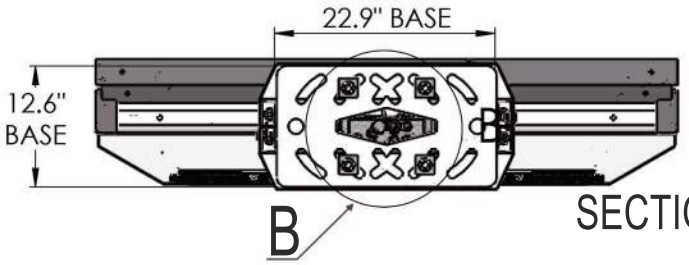
Surface Area:
- Display: 18.5 sq/ft
- Total surface: 24.9 sq/ft

Weight:
- Gross: 915 lbs / Net: 705 lbs

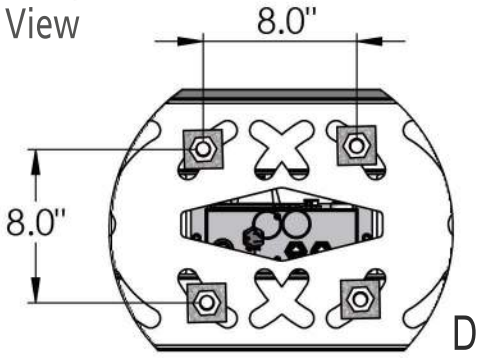
ELECTRICAL SPECS

Power:
- Hardwired AC Power
- 120/240V 50/60Hz
- 1150 W (@ max load)
- UL Rated @ 10 Amp

Backlight:
- LED Light Source
- 380 CD/M2 to 3,500 CD/M2
- Auto adjusting to outdoor ambient light levels



SECTION A-A



DETAIL B-B

TACO BELL	Product Model #: STR-D12-120	STRATACACHE MARKETING TECHNOLOGY	STRATACACHE 40 N. Main Street Dayton, Ohio 45423 1-800-244-8915	Drawing #: STR-D12 v1.1
	Project #:			Date: 2019-12-03
	Date: 2019-12-03			Author: B. Pupo

Drawing and dimensions are for graphic purposes only. For more information please reference Stratacacche engineering drawings - Copywrite Stratacache 2019 - Unauthorized use prohibited.



HME
Customer Driven

SPP2™ Speaker Post for Clear Drive-Thru Communication

Enhanced Drive-Thru Communication

The SPP2 Full-Duplex Speaker Post is built tough to withstand the rigors of the drive-thru and give you the highest possible sound quality. Its full-duplex design houses both the speaker and microphone so customers and order-takers enjoy clear, two-way communication for better order accuracy and customer service.

SPP2 comes in a wide variety of colors to match virtually any restaurant's color-scheme and features an easy-to-spot, reflective "ORDER HERE" sign. Plus, its rugged construction minimizes your maintenance fees for a low overall cost of ownership.

Call toll-free **(800) 848-4468** or your authorized HME dealer for more information.



HME's SPP2 Speaker Post is designed to provide optimum sound quality for better order accuracy and happier customers.

SPP2 Speaker Post Highlights:

> **Enclosed Chambers**
Acoustically designed to significantly improve sound quality for better order accuracy.

> **Easy Installation and Mounting**
Mounting kit provides easy installation for new and existing restaurants.

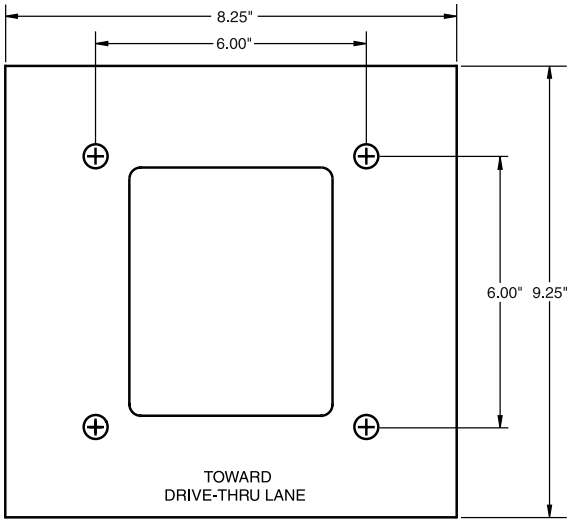
> **Matches Any Restaurant Color-Scheme**
A wide variety of available colors ensures a match with virtually any restaurant.

> **Reflective "ORDER HERE" Sign**
Easy-to-spot sign helps guide customers to your drive-thru.

> **Durable Design**
Rugged steel construction and zinc-based paint help SPP2 withstand the harshest weather conditions.



SPP2 Speaker Post for Clear Drive-Thru Communication



Mounting Template Diagram

Specifications

Components:

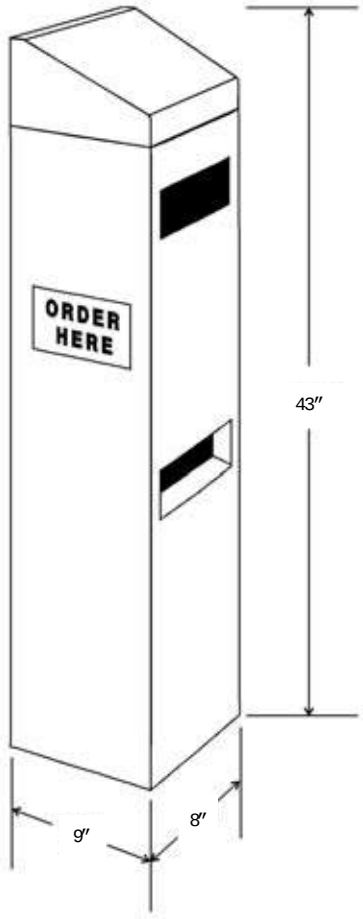
> Zinc-Plated Speaker Post and Speaker
> Mounting Kit*
> Lighting Kit**
> Microphone**

*Sold Separately
**Optional

Mechanical Dimensions:

> Height:	43"	(1.09 M)
> Width:	8"	(203 mm)
> Depth:	9"	(229 mm)

SPP2 Speaker Post Dimensions



Call toll-free (800) 848-4468 or your authorized HME dealer for more information.

About HME
HM Electronics, Inc. (HME) is the leading provider of customer-focused solutions for quick service restaurants. Our wireless communication systems, drive-thru timers, security systems, and service programs have helped businesses worldwide improve operations and increase profits. Incorporated in 1971, HME develops, manufactures, markets and services a comprehensive line of drive-thru solutions in over 70 countries worldwide.

HME
Customer Driven

HM Electronics, Inc. 14110 Stowe Drive, Poway, CA 92064 | USA | www.hme.com | TEL: (800) 848.4468 or (858) 535.6060 | FAX: (858) 552.0139

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Concrete Foundation
For SPP2 Speaker Post

INSTALLATION INSTRUCTIONS

The SPP2 Speaker Post requires a concrete foundation with four anchor bolts and one or more conduits embedded in it. One conduit must be installed for the audio cable. Additional conduit(s) may be required for a vehicle detection cable and/or for an AC electrical cable. These instructions are for installation of the SPP2 concrete foundation at new drive-thru sites.

CAUTION: All electrical connections must be made by a licensed electrical contractor.

If you have any questions regarding this installation, call HME Customer Support at 1-800-848-4468.

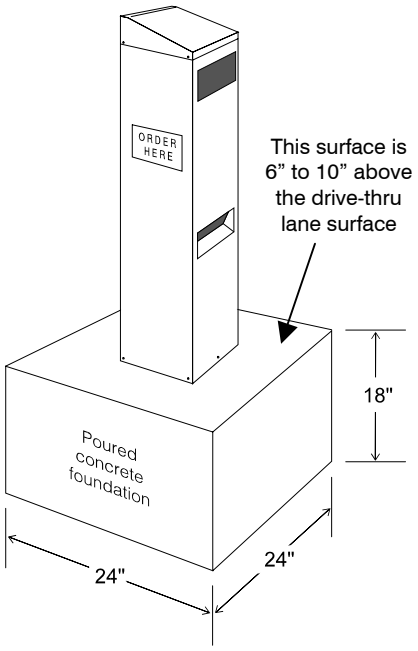

Figure 1. SPP2 Speaker Post on concrete foundation

Equipment Provided

1 ea Template
4 ea Anchor bolt with 2 hexagonal nuts

Material Required

Concrete, 6 cubic feet

Procedure

1. Position the foundation so that water will drain away from the base of the speaker post. The top surface of the foundation must be six to ten inches above the surface of the drive-thru lane. The side of the foundation must be 2 feet or less from the side of the drive-thru lane, and parallel to the lane as shown in Figure 2.

   Build a 24 x 24 inch form with its top six to ten inches above the surface of the drive-thru lane. Dig a hole in the ground to a depth 18 inches below the top of the form for pouring the concrete foundation shown in Figure 1.

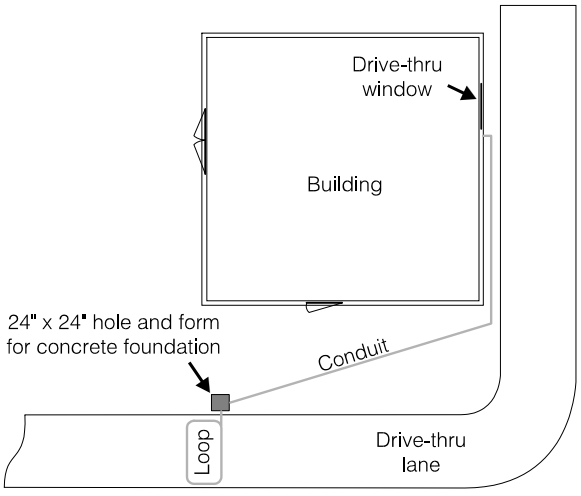

Figure 2. Typical site for concrete foundation

NOTE: In environments where permafrost is a problem, such as in northern Canada or Alaska, different concrete foundation measurements may be required than those shown in Figures 1 and 2. The foundation must be set below the frost line, which varies, depending on location. A fibre form can be used for pouring the concrete to the desired shape and size.

HM ELECTRONICS, INC. 14110 Stowe Drive, Poway, CA 92064 USA • Phone: 1-800-848-4468 Fax: (858) 552-0172

HME# 400G262
Rev D 8/8/06

Concrete Foundation
For SPP2 Speaker Post

INSTALLATION INSTRUCTIONS

The SPP2 Speaker Post requires a concrete foundation with four anchor bolts and one or more conduits embedded in it. One conduit must be installed for the audio cable. Additional conduit(s) may be required for a vehicle detection cable and/or for an AC electrical cable. These instructions are for installation of the SPP2 concrete foundation at new drive-thru sites.

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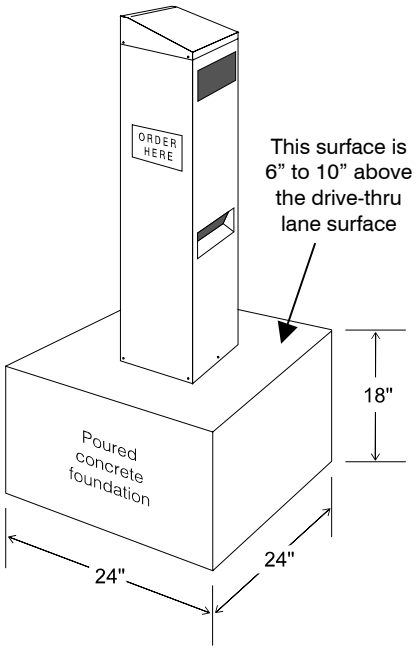

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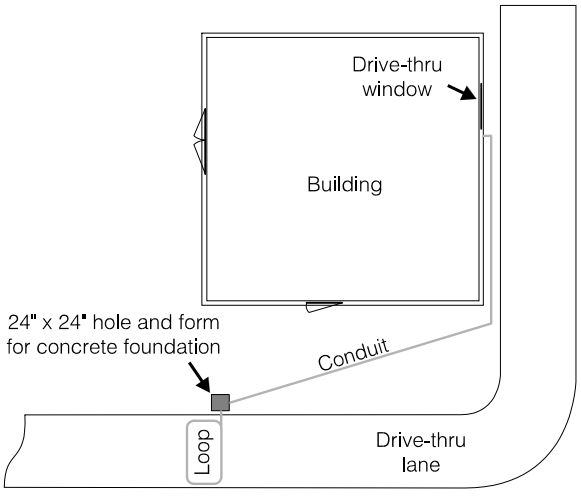

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HME# 400G262
Rev D 8/8/06

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **APRIL 18, 2023**		
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Mountain City Sewer System Management Plan.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	N/A		
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Mack Straw, Public Works

PRESENTED BY:
Mack Straw

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution of Eagle Mountain City, Utah, the updated Eagle Mountain City Sewer System Management Plan.

BACKGROUND:
This is needed to meet the Rule 317 section of the 801 state code. The SSMP is required to be reviewed every five years and updated as necessary. The SSMP is intended to be a guidance document and is not a regulatory requirement. The objective of this plan is to manage, operate, and maintain every asset associated to the collection system. This is to reduce or prevent any sewer system overflows.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Sewer System Management Plan
Sewer System Management Plan

RESOLUTION NO. R-_____-2023

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE EAGLE MOUNTAIN CITY SEWER SYSTEM MANAGEMENT PLAN

PREAMBLE

WHEREAS, Utah Administrative Code Rule R317-801, Utah Sewer Management Program, requires sewer system permitees to have an implement a sewer system management plan; and

WHEREAS, Eagle Mountain City desires to adopt the Sewer System Management Plan as prepared in Exhibit A.

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

1. The Eagle Mountain City Sewer System Management Plan, as attached hereto as Exhibit A and incorporated herein, is hereby adopted.

2. This Resolution shall be effective upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of April, 2023.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18th day of April, 2023.

Those Voting Yes:	Those Voting No:	Those Excused:	Those Abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN CITY

Sewer System Management Plan

Prepared by:

1307 North Locust Lane
Provo, Utah 84604
Contact: Jared Oldroyd, P.E.
801-828-7805

March 2023

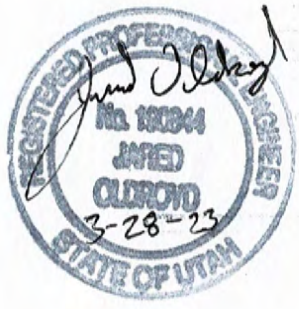
EAGLE MOUNTAIN CITY

EAGLE
MOUNTAIN

Sewer System Management Plan

Prepared by:

JWO ENGINEERING
1307 North Locust Lane
Provo, Utah 84604
Contact: Jared Oldroyd, P.E.
801-828-7805



March 2023

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Section 1 Sewer System Management Plan General Information

Introduction

The City of Eagle Mountain (Eagle Mountain) was established in 1996 as a political subdivision of the State of Utah and provides sewage collection and treatment to its residents. In order to comply with the requirements of Utah Code, Eagle Mountain has contracted with JWO Engineering, PLLC to prepare this Sewer System Management Plan (SSMP). This plan meets the requirements of R317 section 801 of the state code. This manual has been established to document the plan. The objective of the plan is to manage, operate, and maintain all parts of the sewer collection system so that sanitary sewer overflows (SSOs) will be prevented or reduced. The plan also strives to minimize impacts of any SSOs that occur. Eagle Mountain's wastewater department staff recognizes the responsibility it has to operate the sewer system in an environmentally and fiscally responsible manner. This manual covers aspects of the collection system program necessary to provide such an operation. This manual may refer to other programs or ordinances and by reference may incorporate these programs into this manual.

Purpose of Sewer Management Plan

This program is intended to be a guidance document and is not intended to be part of a regulatory requirement. As such, failure to strictly comply with the documentation requirements is, in and of itself, not a failure of the program's effectiveness. Documentation failures are intended to be identified during system self-audits and will be addressed as training opportunities. Significant system failures will be followed up with corrective action plans. This corrective action process will be implemented by key individuals involved with collection system operations. It is anticipated that not all employees will receive program training. Finally, although not a part of this SSMP program, Eagle Mountain is an active participant in the Blue Stakes of Utah Utility Notification system. This system, regulated under title 54-8A of the Utah State Code, stipulates utility notification of all underground operators when excavation takes place. The intent of this regulation is to minimize damage to underground facilities. Eagle Mountain has a responsibility to mark its underground sewer facilities when notified that an excavation is going to take place. Participation in the Blue Stakes program further enhances the protection of the collection system and reduces SSOs.

Definitions

The following definitions are to be used in conjunction with those found in Utah Administrative Code R317. The following terms have the meaning as set forth:

"BMP" -- "best management practice."

"CCTV" -- "closed circuit television."

"CIP" -- a "Capital Improvement Plan."

"DWQ" -- "the Utah Division of Water Quality."

"FOG" -- "fats, oils and grease."

"I/I" -- "infiltration and inflow."

"Permittee" -- the federal or state agency, municipality, county, district, and other political subdivision of the state including but not limited to Eagle Mountain, that owns or operates a sewer collection system or who is in direct responsible charge for operation and maintenance of the sewer collection system. When two separate federal or state agency, municipality, county, district, and other political subdivision of the state are interconnected, each shall be considered a separate Permittee.

"SECAP" -- "System Evaluation and Capacity Assurance Plan."

"Sewer Collection System" -- a system for the collection and conveyance of wastewaters or sewage from domestic, industrial and commercial sources. The Sewer Collection System does not include sewer laterals under the ownership and control of an owner of real property, private sewer systems owned and operated by an owner of real property, and systems that collect and convey stormwater exclusively.

"SORP" -- "Sewer Overflow Response Plan."

"SSMP" -- "Sewer System Management Plan."

"SSO" -- "sanitary sewer overflow," -- the escape of wastewater or pollutants from, or beyond the intended or designed containment of a sewer collection system.

"Class 1 SSO" (Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that: (a) affects more than five private structures; (b) affects one or more public, commercial or industrial structure(s); (c) may result in a public health risk to the general public; (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or (e) discharges to Waters of the State of Utah.

"Class 2 SSO" (Non Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

"USMP" -- the "Utah Sewer Management Program."

General SSO Requirements

The following general requirements for SSO's are stipulated in R317-801 and are included here as general information:

(1) The permittee shall take all feasible steps to eliminate SSOs to include: (a) Properly managing, operating, and maintaining all parts of the sewer collection system; (b) training system operators; (c) allocating adequate resources for the operation, maintenance, and repair of its sewer collection system, by establishing a proper rate

structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures in accordance with generally acceptable accounting practices; and, (d) providing adequate capacity to convey base flows and peak flows, including flows related to normal wet weather events. Capacity shall meet or exceed the design criteria of R317-3.

(2) SSOs shall be reported in accordance with the requirements below.

(3) When an SSO occurs, the permittee shall take all feasible steps to: (a) control, contain, or limit the volume of untreated or partially treated wastewater discharged; (b) terminate the discharge; (c) recover as much of the wastewater discharged as possible for proper disposal, including any wash-down water; and (d) mitigate the impacts of the SSO.

SSO Reporting Requirements

R317-801 stipulates when and how SSO's are reported. Following are those requirements as of 05/01/2016.

> SSO REPORTING. SSOs shall be reported as follows:
>
> (1) A Class 1 SSO shall be reported orally within 24 hrs and with a written report submitted to the DWQ within five calendar days. Class 1 SSOs shall be included in the annual USMP report.
>
> (2) Class 2 SSOs shall be reported on an annual basis in the USMP annual report.
>
> ANNUAL REPORT. A permittee shall submit to DWQ a USMP annual operating report covering information for the previous calendar year by April 15 of the following year.

Sewer Use Ordinance

Eagle Mountain has sewer use ordinances, rules, or regulations that have been adopted by the governing body. These regulations contain the following items as stipulated by Utah State Code R317-801: (a) Prohibition on unauthorized discharges, (b) Requirement that sewers be constructed and maintained in accordance with R317-3, (c) Ensures access or easements for maintenance, inspections and repairs, (d) Has the ability to limit debris which obstruct or inhibit the flow in sewers such as foreign objects or grease and oil, (e) Requires compliance with pretreatment program, (f) Allows for the inspection of industrial users, and (g) Provides for enforcement of for ordinance or rules violations. These ordinances can be found in City Code Chapter 13.20.

General Information

This Sewer System Management Plan was adopted by Eagle Mountain city council on _____.

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Description of Roles and Responsibilities
The following positions have the described responsibility for implementation and management of the specific measures as described in the SSMP. Contact information for key individuals is provided in Figure 1-1: Organization Chart.

Public Utilities Manager
This individual is responsible for overall management of the sanitary sewer collection system**.** Responsibilities include working with governance to assure sufficient budget is allocated to implement the SSMP, maintenance of the SSMP documentation, development of a capital improvement program and general supervision of all staff.

Wastewater Foreman
This individual is responsible for daily implementation of the SSMP. This includes maintenance activities, compliance with SORP requirements, and monitoring and measurement reporting requirements.

Pretreatment Coordinator
This individual is responsible for implementation of the pretreatment program including the fats, oils, and grease program.

City Engineer
This individual is responsible for the development and maintenance of collection system design standards, maintenance of collection system mapping and maintenance of the SECAP program.

Organization Chart

Figure 1-1: Organization Chart



The chart details the personnel associated with the SSMP.

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Section 2 Operations and Maintenance Program

TSSD Service

Eagle Mountain has contracted with the Timpanogos Special Service District (TSSD) to service its sewer lines. The following items are managed by TSSD:

a) System Cleaning
b) System CCTV Inspection
c) Pump Station/Pressure Lines Inspection
d) Manhole Inspection
e) Defect Reporting
f) Damage Assessment

Annually, TSSD provides a report to the Wastewater Foreman. These reports are reviewed, maintained, and stored in a central location by the Foreman.

System Mapping

An up-to-date map is essential for effective system operations. Eagle Mountain has a GIS department that is assigned to collect system information, prepare system maps, and maintain geographic information for the sanitary sewer system and other City owned infrastructure. Mapping is maintained in ArcGIS. The GIS database for the sewer lines is not complete. Data for main trunklines has been collected and the GIS department anticipates completing data collection for the sewer collectors by fall of 2023.

Should any employee identify an error in the mapping, they should document the error on a defect report and submit it to the GIS department.

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Section 3 Sewer Design and Construction Standards

Included by reference in this section are the sanitary sewer design standards for Eagle Mountain. These design standards are intended to be used in conjunction with Utah Administrative Code R317-3 and the APWA 2012 Standards and Specifications. Where a conflict exists between these standards, the Administrative Code shall prevail. Eagle Mountain City Sewer Design and Construction Standards are found in Eagle Mountain Municipal Code Chapter 13.20. Ordinances pertaining to the inspection of sewer connections, the excavation and backfill for pipelines and ground water, and the standards for building sewer connections are found in Section 13.20.340, Section 13.20.370, and Section 13.20.400 respectively. These sections are included on the following pages.

13.20.340 Inspection of sewer connections.

Inspection of the sewer connection, or connection to any sewage disposal unit, shall be inspected by the city and the city inspector shall be notified at least 48 hours in advance by the plumber that the connection is complete and ready for inspection. The entire length of the sewer shall be fully exposed. No backfilling shall be done until the inspection is made and work accepted. If any portion of the work is not done in accordance with this title and the instructions of the plumbing inspector, it shall be rectified promptly. [Amended during 2008 codification; Ord. O-01-2004 § 1 (Exh. A § 4.35); Ord. 002 § 1 (Exh. A § 4.35)].

13.20.370 Excavation and backfill for pipelines and ground water – Gravel foundation for pipe.

A. Ground Water. Trenches shall be kept free from water during excavation, fine grading, pipe laying, jointing and embedment operations. Where the trench bottom is mucky or otherwise unstable due to ground water, and in cases where the static ground water elevation is above the bottom of any trench or bell hole excavation, such ground water shall be lowered to the extent necessary to keep the trench free from water and the trench bottom stable when the work within the trench is in progress. Surface water shall be prevented from entering trenches.

B. Excavation for Pipelines. Excavation shall be made to the lines and grades shown on the plans and to include clearance for forms, bracing and supports. All suitable excavated material shall be used in backfilling, preparing subgrades or filling depressions as directed. Unsuitable material shall be disposed of in an approved manner. Typical trench cross-sections shall be shown on the plans. Pipeline trenches shall not be excavated further in advance of pipe laying than that distance of pipe which can be placed in one day. No trench containing pipe shall be left open for more than two laying lengths of pipe or more than 40 feet, whichever is less, during times when workmen are not present. An unattended open trench shall be provided with an exit ramp so that animals or children will not be trapped in the trench.

If the natural foundation material is distributed or loosened during excavation, it shall be compacted or otherwise prepared as directed by the engineer. No extra compensations shall be allowed the contractor for such work.

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When unsuitable material or rocks larger than 12 inches are encountered, additional excavation shall be made to at least six inches below the grade line. Suitable material shall be emplaced and compacted as required by the Eagle Mountain city engineer.

C. Gravel Foundation for Pipe. In areas where the trench foundation does not afford a sufficiently solid foundation to support the pipe at the correct alignment and grade, the foundation shall be excavated and replaced with crushed rock or gravel of one-inch maximum size. The gravel shall be deposited over the entire trench width in six-inch maximum layers. Each layer shall be compacted by an approved method. In addition, the material shall be brought to grade to produce a uniform and continuous support for the pipe.

D. Backfilling. Pipe shall be backfilled per the manufacturer's recommendations so as to protect the pipe from damage. Unless otherwise recommended, select backfill material containing no rocks larger than two inches shall be placed around pipe, to a depth of at least six inches over the top of the pipe. After being protected by select backfill material, pipelines may be backfilled with the suitable material by approved means which will not damage or displace the pipe.

Trenches shall be filled to or above the existing grade, or to the grade shown on the plans. Backfill shall be compacted in areas such as driveways, road and highway crossings, sidewalks, and other areas where settlement of the material cannot be tolerated. Compaction shall be achieved by mechanical tamping of eight-inch horizontal lifts. Water consolidation shall not be substituted for mechanical compaction unless the engineer determines that the pipe may be damaged or displaced by mechanical compacting. In that case, water compacting may be used in the lower half of the backfill. Compaction of backfill, when required, shall be to at least 95 percent of maximum density per ASTM D698 or AASHTO T99. In areas where compaction is not required, the trench backfill shall be consolidated by flooding, jetting, wheel rolling, or other approved means to lessen subsequent backfill settlement.

The contractor shall be responsible for settlement of trenches, and for damage to roads and highways, structures, pole lines, etc., caused by settlement. [Ord. O-01-2004 § 1 (Exh. A § 4.38); Ord. 002 § 1 (Exh. A § 4.38)].

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13.20.400, Standards and specifications for building sewer connections.

A building sewer or sewer connection shall be deemed that part of the piping extending from the building drain to its connection with the main sewer.

It shall be unlawful for any person to construct or attach any private drain with the public sewers of the city, except under full compliance with the provisions of this chapter.

All sewer connections or building sewers shall be not less than four inches nor more than six inches in diameter.

A. Polyvinyl Chloride Sewer Pipe. PVC sewer pipe and fittings shall be of type and source approved by the Utah Plumbing Code. Approved pipe presently includes ASTM 3033 (SDR 41) and ASTM 3034 (SDR 34). Pipe shall be schedule 40. Joints shall be bell and spigot, ASTM 3040 (SDR 34), four inches for service connections.

PVC sewer pipe and fitting shall not be used in any reach of pipe that will carry acid or corrosive wastes, unless such pipe is of a type approved by the Utah Plumbing Code for such application.

B. Concrete Sewer Pipe. Due to the tendency of concrete to be attacked by chemical combinations produced by wastewater, concrete sewer pipe will normally not be approved for use in sewers where the pipe is installed to minimum grade.

If concrete sewer pipe is approved for use, it shall conform to ASTM C14, Class 3, for diameters 18 inches or less. Reinforced concrete sewer pipe and fittings shall conform to ASTM C76, Class 2, for diameters 21 inches or larger, as well as for smaller diameters where required by the engineer. Joints shall be of the bell and spigot rubber gasket design conforming to ASTM C443.

C. Other Pipe Materials. Pipe and fitting constructed of materials other than those specified above may be used if approved by the engineer and the Utah Plumbing Code. Any such pipe shall comply with the applicable ASTM designation.

D. Manholes. Precast concrete manhole sections shall conform to ASTM C478 for eccentric cone and to ASTM C76 for cylindrical sections. Concrete bases for manholes shall be cast in place or precast conforming to Section 9.050 of the Eagle Mountain City Construction Standards and Specifications. Other manhole materials, such as preformed fiberglass, may be approved by the engineer. Concrete stabilization rings shall be Class A concrete.

Manholes shall conform to all requirements of the state of Utah and the city.

E. Service Connections. Service lines shall be constructed of substantial materials approved by the Utah Plumbing Code for the particular application. Minimum pipe size

shall be four-inch diameter. [Ord. O-01-2004 § 1 (Exh. A § 4.41); Ord. 002 § 1 (Exh. A § 4.41)].

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Section 4 Sewer Overflow Response Plan

Whenever sanitary sewage leaves the confines of the piping system, immediate action is necessary to prevent environmental, public health or financial damage from occurring. In addition, quick action is normally needed to mitigate damage which may have already occurred. For the purposes of this section, the following are part of the emergency action plan.

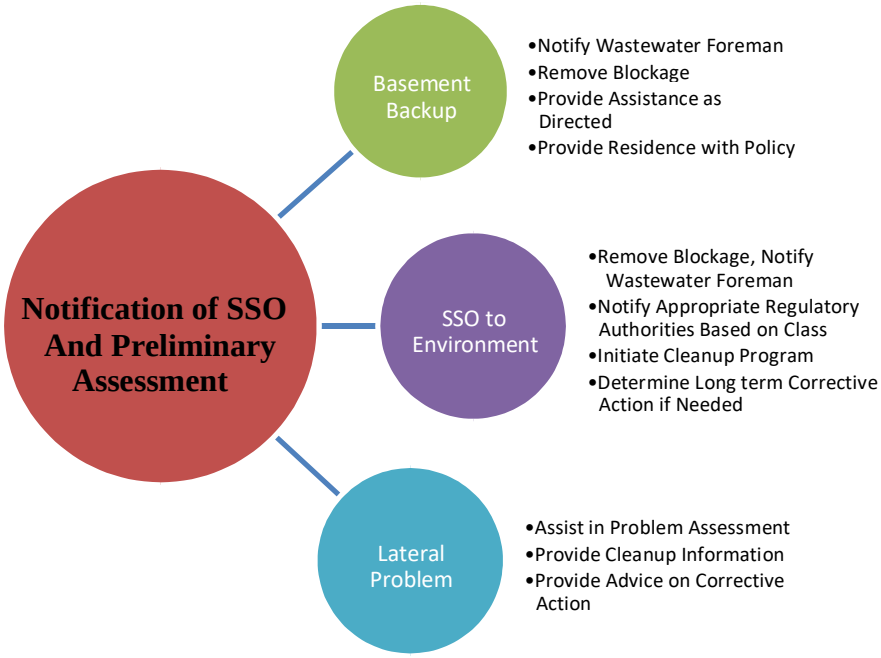
1. Basement backups
2. Sanitary sewer overflows
3. Sanitary sewer breaks which remain in the trench
4. Sewer lateral backups

All the above conditions are likely to cause some damage. Each should be treated as an emergency, and corrective actions taken in accordance with Eagle Mountain directions. Items 1 & 2 above should be reported immediately based on whether they constitute a Class 1 or Class 2 SSO. As stated in the definition section of the SSMP Introduction, a Class 1 SSO is an overflow which affects more than five private structures; affects a public, commercial, or industrial structure; results in a significant public health risk; has a spill volume more than 5,000 gallons; or has reached Waters of the State. All other overflows are Class 2 SSOs. All Class 1 SSOs should be reported immediately. Class 2 SSOs should be documented and reported in the annual SSMP report and included in the Municipal Wastewater Planning Program submitted to the State. Item 3 may be reported to the local health department if, in the opinion of the responsible staff member there is potential for a public health issue. An example of where a public health issue may be present is when an excavator breaks both a sewer and a water line in the same trench. In such cases, the local health department representatives should be contacted and the situation explained. If the health representative requests further action on the part of the City, staff should comply if possible. If, in the opinion of the responsible staff member, the health department request is unreasonable, the Foreman should be immediately notified. Care should always be taken to err on the side of protecting public health over financial considerations. When a basement backup occurs, the staff member responding should follow standard City protocol for basement backups. Lateral backups, while the responsibility of the property owner, should also be treated as serious problems. City staff may provide policy information to the property owner in such cases and advise the owner to take corrective actions, but the property owner is ultimately the decision maker about what actions should be taken.

Response Activities

There are specific steps that should be followed once a notification is received that an overflow may be occurring. Figure 4-1 outlines actions that could be taken when the Eagle Mountain receives notice that a possible overflow has occurred or is occurring.

Figure 4-1: SSO Notification Procedure



When a Class 1 SSO occurs, specific notification requirements are needed. In such cases the following Notification procedure should be followed and documented. Failure to comply with notification requirements is a violation of R317-801.

Agency Notification Requirements

Both the State of Utah Division of Water Quality and the local health department should be immediately notified when an overflow is occurring. Others that may require notification include local water suppliers, affected property owners and notification may be required to Utah Division of Emergency Response and Remediation if hazardous materials are involved. The initial notification must be given within 24 hours. However, attempts should be made to notify them as soon as possible so they can observe the problem and the extent of the issue while the problem is happening. A notification form is provided to document notification activities. After

an SSO has taken place and the cleanup has been done, a written report of the event should be submitted to the State DEQ within five days (unless waived). This report should be specific and should be inclusive of all work completed. If possible, the report should also include a description of follow-up actions such as modeling or problem corrections that has or will take place.

Public Notification

When an SSO occurs, and the extent of the overflow is significant and the damage cannot be contained, the public may be notified through proper communication channels. Normally the local health department will coordinate such notification. Should Eagle Mountain need to provide notification it could include press releases to the local news agencies, publication in an area paper, and leaflets delivered to homeowners or citizens in the area of the SSO. Notification should be sufficient to ensure that the public health is protected. When and if federal laws are passed concerning notification requirements, these legal requirements are incorporated by reference in this document. In general, notification requirements increase as the extent of the overflow increases.

Overflow Cleanup

When an overflow happens, care should be taken to clean up the environment to the extent feasible based on technology, good science, and financial capabilities. Cleanup could include removal of contaminated water and soil saturated with wastewater and toilet paper, disinfection of standing water with environmentally adequate chemicals or partitioning of the affected area from the public until natural soil microbes reduce the hazard. Cleanup is usually specific to the affected area and may differ from season to season. As such, this guide does not include specific details about cleanup. As a reference guide for cleanup procedures, the Eagle Mountain Spill Plan is included on the next page. The responsible staff member in conjunction with the State DEQ, the local health department and the owner of real property should direct activities in such a manner that they are all satisfied with the overall outcomes. If, during the cleaning process, the responsible staff member believes the State or the County are requesting excessive actions, the Foreman should be contacted.

Corrective Action

All SSO's should be followed up with an analysis as to cause and possible corrective actions. An SSO which is the result of grease or root plug may be placed on the preventative maintenance list for more frequent cleaning. Serious or repetitive plugging problems may require the reconstruction of the sewer lines. An overflow that results from inadequate capacity should be followed by additional system modeling and either flow reduction or capacity increase. If a significant or unusual weather condition caused flooding which was introduced to the sanitary sewer system incorrectly, the corrective action may include working with other agencies to try and rectify the cross connection from the storm sewer to the sanitary sewer or from home

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drainage systems and sump pumps. Finally, should a problem be such that it is not anticipated to reoccur, no further action may be needed.

Eagle Mountain Spill Plan

This Plan establishes proper clean-up procedures and safety measures to be followed during sewage spill and remediation efforts. These procedures are designed to protect employees, the public, and the environment from the potentially harmful effects associated with sewage spills.

Response Personnel

Operations Planning and Construction (OPC) personnel are primary responders to sewage spills. Responsibilities include determining the cause of, and stopping, a sewage spill, proper cleanup and disposal of spilled sewage and, when necessary, conformance with lock-out tag-out and confined space procedures appropriate for the situation. OPC supervisors shall be responsible for ensuring that response personnel are trained prior to engaging in sewage spill clean-up efforts and that sewage spill clean-up efforts are done in accordance with this Plan.

Health Hazards

Many disease-causing agents are potentially present in raw sewage. These organisms include bacteria, viruses, fungi, and parasites. In the U.S., most illnesses associated with raw sewage exposure produce mild to severe flu-like or cold-like symptoms. However, more serious illnesses, such as Hepatitis A, can be contracted through direct contact (mouth, eyes, nose, and ears) with raw sewage. With respect to HIV (AIDS) and HBV (Hepatitis B), the Division of Occupational Safety and Health (DOSH) has stated, in the Bloodborne Pathogen Standard, the following:

> *There is no evidence to suggest that sewage plant or wastewater workers are at increased risk for hepatitis B infection. HBV and HIV may be present in wastewater, but only in a non-viable state and in very dilute concentrations, which would not be expected to pose a risk to wastewater workers or sewage plant workers.*

Since microorganisms can cause disease by entering the body through the mouth, eyes, ears, and nose or through cuts and abrasions to the skin, proper hygiene, and appropriate personal protective equipment (PPE) must be utilized when the potential for direct contact with raw sewage is possible.

Proper Hygiene

Wear waterproof gloves.

Wash your hands thoroughly after cleanup work. Use plenty of soap, scrub for at least 30 seconds, and rinse thoroughly.

Do not touch fecal matter or raw sewage with bare hands. Wear waterproof gloves and use an instrument such as tongs or a spade when direct contact with fecal material is necessary.

Do not touch your nose, mouth eyes or ears with your hands unless you have just washed.

Do not smoke, eat, drink, apply lip treatments, or chew gum while cleaning up fecal matter or raw sewage.

Reduce exposure by keeping those who are not properly protected from coming in contact with the material.

Clean everything, including clothes, tools, and footwear, that came in contact with the fecal matter or raw sewage. Use Disinfectants to wash down contaminated surfaces and clean-up equipment.

Clean Up Procedure

1. Evaluate how big the spill is (or may become) and take actions to contain the spill in the smallest area possible. If possible, prevent the spill from entering a storm drain.
2. Secure area against unauthorized entry.
3. Investigate the potential for electrical hazards and de-energize electrical circuits as necessary.
4. Determine if confined space procedures are required and implement as necessary.
5. Follow the "Proper Hygiene" section of this document during any clean-up activities.
6. Put on appropriate PPE.

7. Collect and dispose of raw sewage and/or fecal matter into an active sewer system.
8. If spill is inside a building, increase air circulation to reduce odors and mold growth. Open all windows and doors. The use of fans and heaters should also be used to speed the drying process.
9. Following complete clean-up of the contaminated area, wash your hands thoroughly and launder soiled clothes separately. Disinfect "cleanup" mops, brooms, shovels, etc. with disinfectant detergent.

If you have any questions or concerns regarding the clean-up and disposal of fecal matter and/or raw sewage, please contact the Office of Environment, Safety and Risk Management.

Type of Service	**Contact Information**	**Emergency Hotline #**
Road Closures:	Sheriff Dispatch # 801-794-3970	911
Spill Containment:	Fire Dispatch # 801-794-3970	911
Potable Water:	Matt Mortensen # 801-789-6670	801-789-5959
Storm Drain:	Larry Diamond # 801-404-6674	801-789-5959

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Rocky Mountain Power:	Safety & Outages # 877-508-5088	801-789-5959
DEQ Spill Response:	Dan Griffin # 801-536-4387	
Clean-up Help (TSSD):	Alan Robinson # 801-404-9644	801-420-0364
TSSD:	TSSD Office # 801-756-5231	

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Section 5 Grease, Oil and Sand Management Program

Purpose

The purpose of this program is to provide for the control and management of grease, oil and sand discharges to the city's collection system. This program will provide a means to reduce interference with the collection system operation and pass through at the treatment plant.

Regulatory Authority

Regulatory authority to implement this program is found in the Code of Federal Regulations in 40 CFR 403, General Pretreatment Regulations. State authority for the program is given in the Utah Administrative Code R317-8-8, Pretreatment. Eagle Mountain is in the process of adopting a Pretreatment Program. However, city code contains language regulating the preliminary treatment of wastewater. This is found in Chapter 13.20 of the city code. Pertinent sections are included with this program.

Program Implementation

This program is implemented in such a manner as to minimize the impact on businesses which may be affected by this program. In all cases Eagle Mountain will maintain a uniform decision-making process. Eagle Mountain will allow for appeals of program requirements in accordance with the appeal process in the Pretreatment Program.

The following steps detail the procedure that Eagle Mountain personnel will follow in implementing this program.

Evaluation:

Eagle Mountain staff will follow Pretreatment Program Section 3-A to identify an industrial user (IU) to determine if grease, oil, or sand management is required.

Implementation:

After identifying an IU, Eagle Mountain staff will follow the User Classification Program, found in Pretreatment Program Section 3-B, to determine and IU's class.

By following the steps discussed above, Eagle Mountain hopes to maintain a collection system free from excessive backups and a treatment plant in compliance with UPDES discharge conditions.

Eagle Mountain City Code

1□.20.520 Grease, et□., inter□e□tors □ay □e re□uired □S□e□i□i□ations.

Grease, oil, and sand treatment facilities shall be provided when, in the opinion of the director, they are necessary for the proper disposal of liquid wastes containing grease in excessive amounts, or any flammable wastes, sands, and other harmful ingredients; except that such facilities shall not be required for private living quarters or dwelling units. All required facilities shall be of a type and capacity approved by the director and shall be located as to be readily and easily accessible for cleaning and inspection.

Grease and oil traps and treatment facilities shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, or watertight, and equipped with easily removable covers which when bolted in place shall be gastight and watertight. [Ord. O-01-2004 § 1 (Exh. A § 4.53); Ord. 002 § 1 (Exh. A § 4.53)].

1□.20.5□0 Maintenan□e o□grease, et□., treat□ ent □a□ilities.

Where installed, all grease, oil and sand treatment facilities shall be maintained by the owner, at his expense, in continuously efficient operation at all times. [Ord. O-01-2004 § 1 (Exh. A § 4.54); Ord. 002 § 1 (Exh. A § 4.54)].

1□.20.540 □reli□ inary treat□ ent □a□ilities □ay □e re□uired □S□e□i□i□ations.

The admission into the public sewers of any waters or wastes (A) having a five-day biochemical oxygen demand greater than 300 parts per million by weight, or (B) containing more than 350 parts per million by weight of suspended solids, or (C) containing any quantity of substances having the characteristics prohibited herein, or (D) exceeding the average daily sewage flow of

the city, shall be subject to the review and approval of the director. Where necessary, in the opinion of the director, the owner shall provide, at his expense, such preliminary treatment as may be necessary to (1) reduce the biochemical oxygen demand to 300 parts per million and the suspended solids to 350 parts per million by weight, or (2) reduce objectionable characteristics or constituents to within the maximum limits allowable, or (3) control the quantities and rates of discharge of such waters or wastes. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the director and of the Water Quality Board of the state of Utah, and no construction of such facilities shall be commenced until said approvals are obtained in writing. [Ord. O-01-2004 § 1 (Exh. A § 4.55); Ord. 002 § 1 (Exh. A § 4.55)].

1□.20.550 Maintenan□e o□□reli□inary treat□ent □a□ilities.

Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense. [Ord. O-01-2004 § 1 (Exh. A § 4.56); Ord. 002 § 1 (Exh. A § 4.56)].

1□.20.560 □ontrol □anhole □or sa□ □ling and □easure□ent o□wastes.

When required by the director, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control manhole in the building sewer to facilitate observance, sampling, and measurement of the wastes. Such manhole, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the director. The manhole shall be installed by the owner at the owner's expense, and shall be maintained by him so as to be safe and accessible at all times. [Ord. O-01-2004 § 1 (Exh. A § 4.57); Ord. 002 § 1 (Exh. A § 4.57)].

1□.20.5□0 Standards □or □easure□ents, tests and analyses.

All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made herein shall be determined in accordance with "Standard Methods for the Examination of Water and Wastewater" and shall be determined at the control manhole required by the director, or on suitable samples taken at said manhole and tested, provided by the city. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. [Ord. O-01-2004 § 1 (Exh. A § 4.58); Ord. 002 § 1 (Exh. A § 4.58)].

1□.20.580 □□□e□tan□e o□industrial waste under s□e□ial agree□ent.

No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the city and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the city for treatment, subject to payment therefor by the industrial concern. [Ord. O-01-2004 § 1 (Exh. A § 4.59); Ord. 002 § 1 (Exh. A § 4.59)].

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SECTION 6 SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

BACKGROUND

One of the keys to preventing sanitary sewer overflows is to evaluate system capacity and to monitor flows throughout the system in order to ensure that capacities are not exceeded. Eagle Mountain's infrastructure has been planned to accommodate the anticipated growth according to the City's zoning. If the zoning is modified or growth patterns change this system evaluation will need to be updated.

The following elements are all part of Eagle Mountain's SECAP program.

1. Initial Capacity Evaluation
2. Flow Monitoring
3. Surcharge Flow Analysis
4. Re-evaluation Modeling and Analysis
5. Flow Reduction Evaluation and Implementation
6. Capacity Increase Evaluation and Implementation

The actual implementation process associated with each of the elements above is shown in Figure 6-1 on the following page. This chart details the SECAP procedure.

INITIAL CAPACITY EVALUATION

JWO Engineering, PLLC evaluated the capacity of the main sewer lines in Eagle Mountain using information provided in the City's geographic information system (GIS), the sewer model built for the Wastewater IFFP (2020), and influent flow data from the Eagle Mountain Wastewater Treatment Plant and Timpanogos Special Service District. A flow capacity analysis spreadsheet was developed using the pipe diameter and slope information. Design capacity was determined to be reached when flow in the pipe is 2/3 of the pipe diameter. The 2021 data from the WWTP and from TSSD was used to slightly modify the working sewer model and evaluate capacity based on the results. Currently, around 675,000 GPD flow into the WWTP and 1.1 MGD flow into TSSD from Eagle Mountain's gravity sewer system.

The 2020 Wastewater IFFP estimated the peak flow to average flow ratio for the South Service Area to be approximately 2. Using this factor, 675,000 GPD gives a peak flow of 940 GPM into the WWTP. Using this flow in the model, the 18" pipe flowing to the

WWTP from Bountiful Lane had sections with 80% capacity during peak flow. The peak flow through this section was estimated to be 940 GPM and it has a capacity of 1180 GPM. The IFFP has this section of pipe scheduled for upsize to 30" sometime in 2021.

The flow to TSSD has not increased significantly since the model was created in 2019 so the model could be used without modification. There were no sections of pipe in the North Service Area that were above 2/3 capacity from the model results.

An 8 inch line at minimum slope is able to handle the flow from approximately 1000 residences with Eagle Mountain's population per residency ratio. In addition to the capacity evaluation of the main trunk lines from the sewer model, some 8 inch collector lines were evaluated. These were chosen for evaluation based on a high number of residences flowing into the line. Using the GIS information available, no 8" line areas were identified as having above capacity issues.

Figure 6-1: SECAP Procedure

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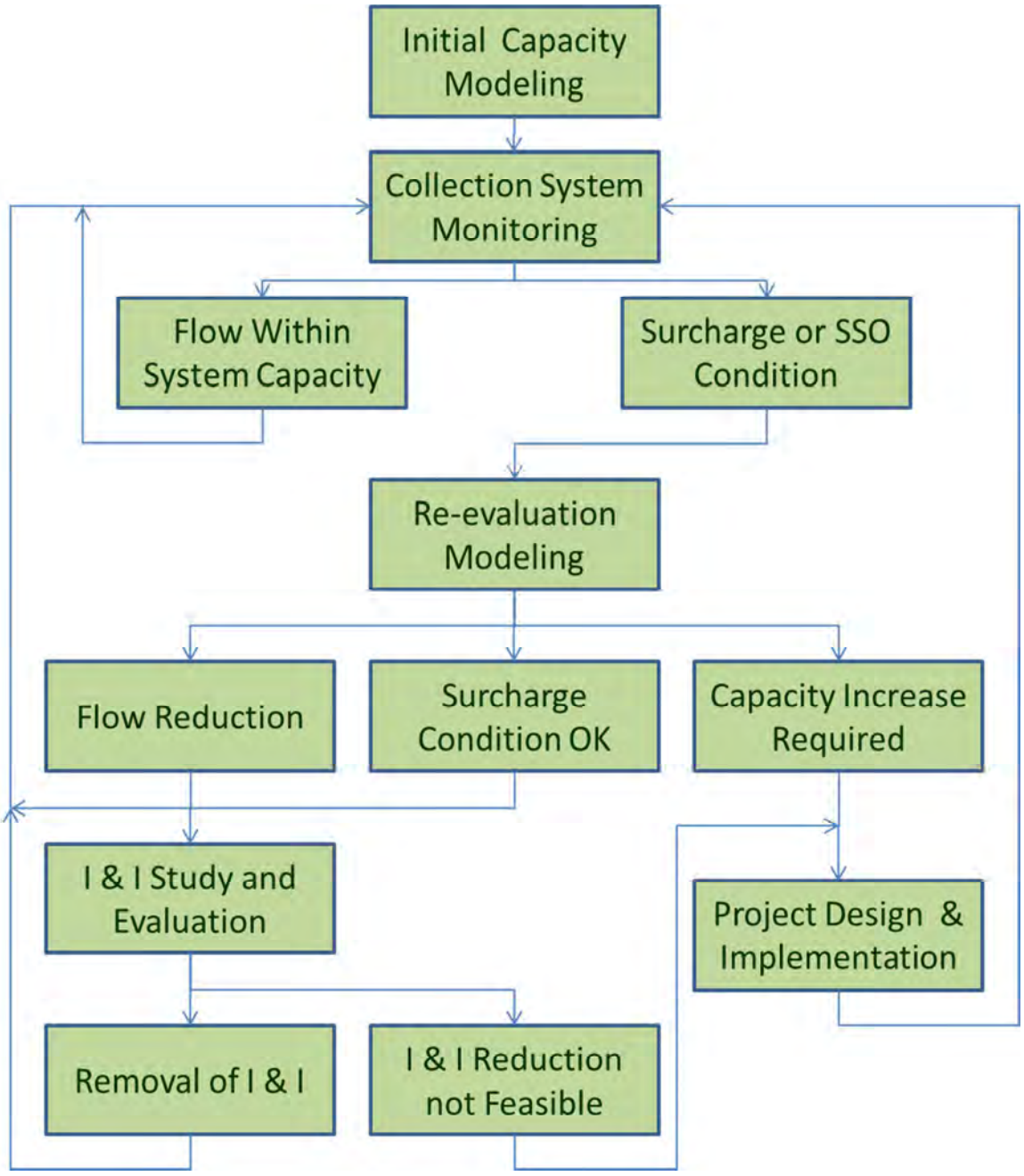

Because the main collector line into the WWTP is already showing to be around 80% at capacity during peak flow, JWO Engineering recommends the Project Design stage for this section of pipe to be upsized. The re-evaluation modeling for this upsize was completed in the 2020 Wastewater IFFP .

FLOW MONITORING

Visual inspections of flow conditions are conducted by TSSD as part of the maintenance contract. Flow metering is only done on the influent to the treatment facility. When flows increase in the future, Eagle Mountain may develop a program of monitoring flow rates with a portable flow meter.

SURCHARGE FLOW ANALYSIS

If any collection subsystem is identified as having any of the following problems the system will be evaluated to determine future action. These problems are:

1. Sanitary Sewer Overflow to the Environment
2. Sanitary Sewer Break Remaining in the Trench
3. Basement Backup
4. Observed Subsystem Surcharging.

The flow evaluation may result in multiple conclusions, some of which may require further action. Possible conclusions and their further action are listed below. This list is not inclusive nor does it require the specific action detailed. These are given as possible examples and will be used by the wastewater foreman to determine correct future action.

Flow Reduction Evaluation

Should excessive flows be identified during the surcharge analysis, the solution may be to proceed with an inflow and infiltration study with the ultimate goal of reducing flows. These flow reductions may be achieved by reconstruction of specific areas, internal spot repairs, removing illegal storm water or sump pump connections from homes or storm water systems, and system grouting. Tools used in flow reduction may include extensive in line camera inspection, smoke testing, dye testing, and increased inspection or flow monitoring.

Foreign Objects or Obstructions

There are multiple foreign objects which may be found in sewers. These may include objects knocked into sewers during construction, illegally placed in sewer manholes, roots, grease and soaps, bellies in piping systems, etc. Each of these problems should be found during the backup investigation and a plan developed to insure the problem does not reoccur. Types of action may include increased cleaning frequency, spot repairs, greater pretreatment activity, lining of pipes, and other corrective actions which resolve the problem.

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Allowable Surcharging

Some piping systems may be able to accept surcharges without creating problems. Such systems may be deep and surcharging occurs below the level of basements or manhole rims, or they may be in areas where there are no connections. In such cases the resolution of the observed surcharge may just be additional monitoring.

Revised System Modeling

Where piping system problems cannot be resolved in a less expensive way, the system may be further modeled to determine upgrade needs. Modeling should include known flow information and future projections. Since the system has been shown to have problems, further modeling should be more conservative in flow projections. Revised modeling should follow the guides given next.

RE-EVALUATION MODELING AND ANALYSIS

When collector line needs demonstrate unresolvable problems by less costly means, the subsystem should be re-modeled and required action determined. Revised modeling may show that flow reduction may still be viable or it may show that the system can allow current surcharge conditions. Most likely, however, the modeling will normally form the basis for construction to enlarge the subsystem capacity. Modeling should be done either by

1. Eagle Mountain staff using commercially available software
2. Eagle Mountain staff using spreadsheet models
3. Engineering firms using available software or spreadsheets.

It is important to ensure the modeling is comprehensive and includes all the potential flow sources. While the current area zoning and land use planning should be used in the model development, care should be taken to discuss possible changes with appropriate officials. Where possible zoning changes appear likely, the model should be re-run with the revised zoning alternatives. Once a resolution has been selected, the resulting project should be placed on the capital improvement plan (CIP).

CAPACITY INCREASE EVALUATION AND IMPLEMENTATION

The capacity evaluation should be expedited based on the impact of the problem on the environment and the possible repeat of the overflow/backup/surcharging. Details on prioritization are given in the next section.

Systems requiring additional capacity should be engineered for expansion by qualified staff or engineering consultants. Project design should be based on acceptable engineering standards and should comply with State of Utah regulations found in R317-3. Easements should be obtained, where needed and the design should include an analysis of other utilities in the vicinity. Design review should be done by the applicable regulatory agency, as appropriate. A design report should be prepared for each project.
Where appropriate, the subsystem modeling may be substituted for the design report.

Finalized projects should be placed on the Capital Improvement Plan (CIP).

System Improvement Prioritization
The priority for improvement should follow the following general guidelines:

High Priority Projects

When there is significant potential for sanitary sewer overflows, or frequent basement backups, the improvement should be considered a high priority and any available budget should be allocated to the project.

Medium Priority Projects

Where the problem is infrequent and the possibility exists that it may not repeat in the near future, the priority for correction is medium. Medium priority projects may be delayed until appropriate budget is available or the priority is adjusted to high priority. Should an SSO or basement backup repeat in the same area, the priority should be immediately revised.

Low Priority Projects

If the observed problem is infrequent, there is possibility that it may not repeat in the near future and the possibility that increased flow in the subsystem is low, the correct priority is low. Low priority projects will be placed in the budget process and evaluated against other needs. These projects will eventually be completed, but the work is not prioritized above plant and equipment needs.

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Capital Improvement Plan

The capital improvement planning is part of the Eagle Mountain's budgeting process to ensure sufficient revenue to address identified weaknesses in the sanitary sewer system. Items which have been identified as needing structural rehabilitation are placed on the CIP list and the cost for each estimated. Sources of funding should be identified for all high priority projects so that SSO's or other failures do not re-occur. Forecasts of available funding for medium and low priority projects should be made to facilitate future revenue needs.



Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-2
South Outfall

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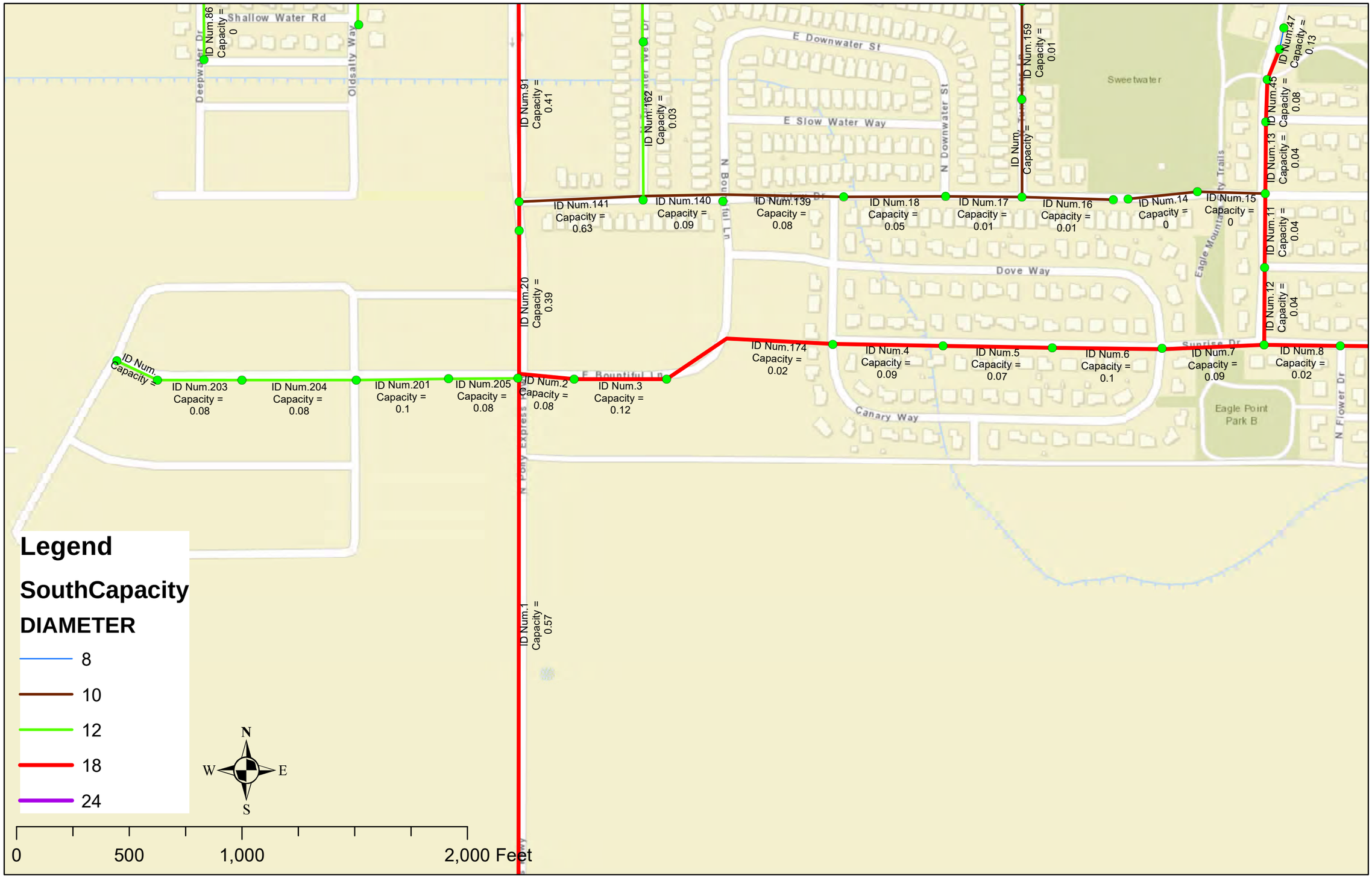
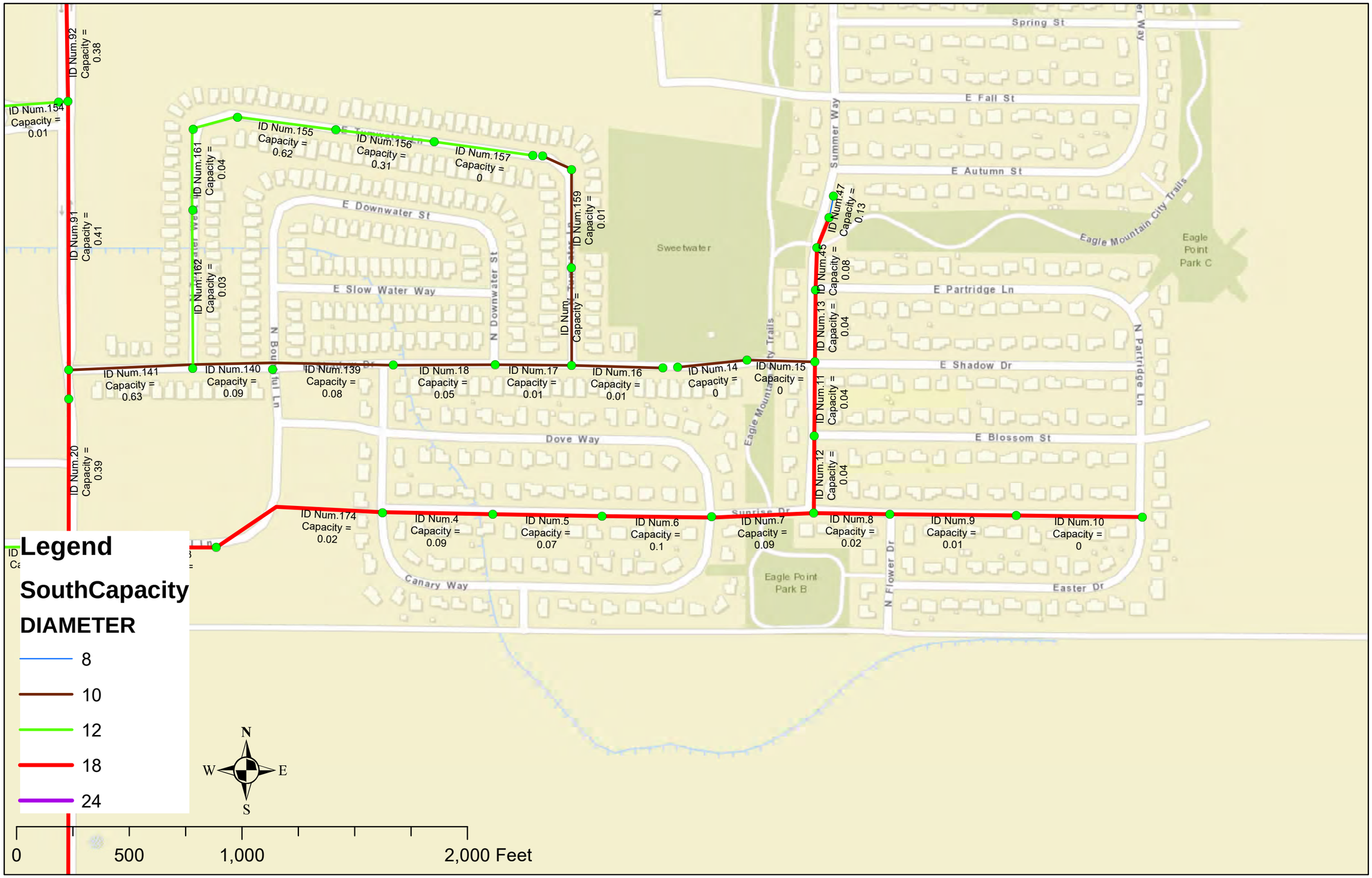


Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-3
South Outfall

JWO ENGINEERING



Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-4
SSA Collectors

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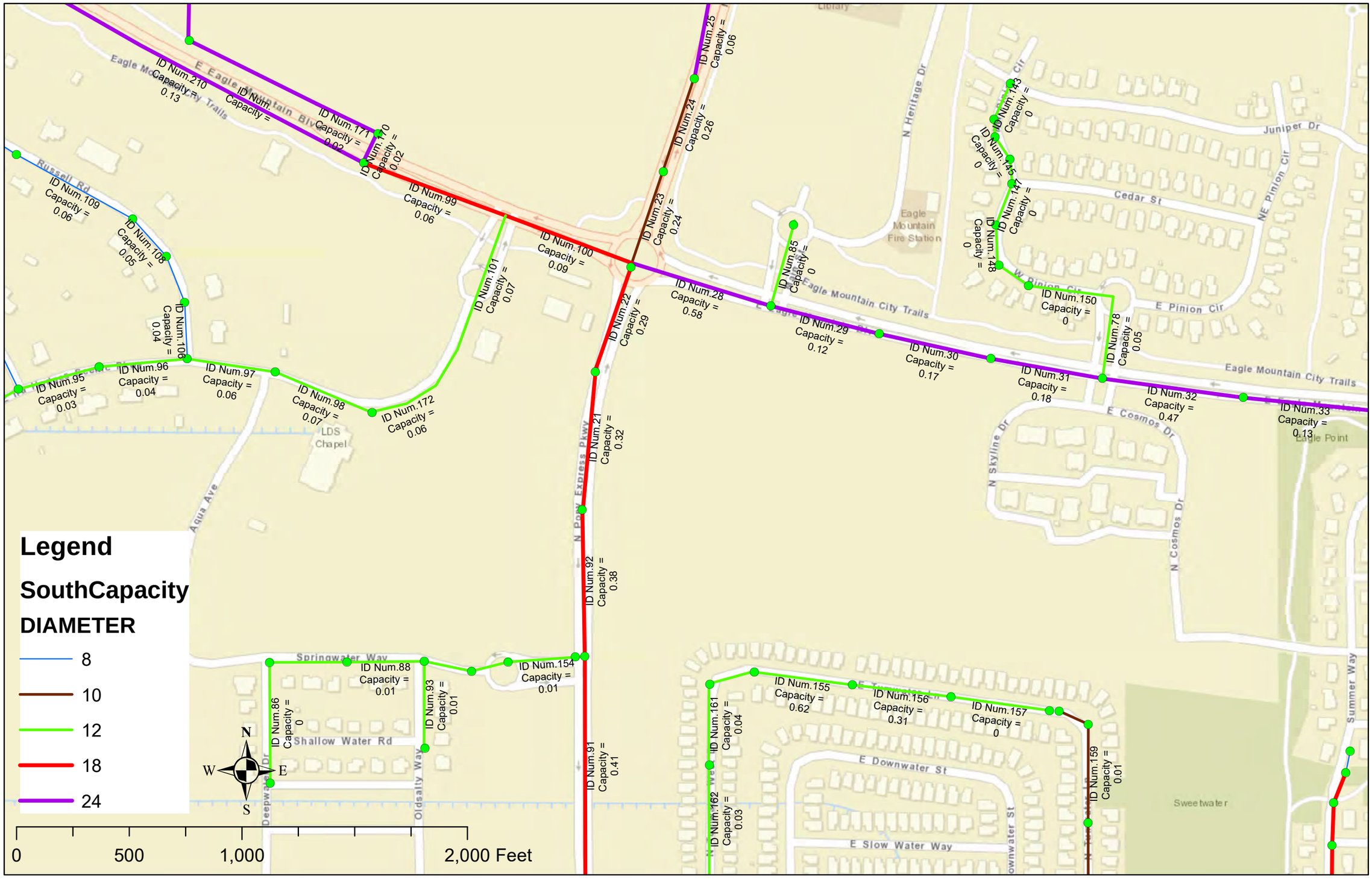

Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-5
SSA Collectors

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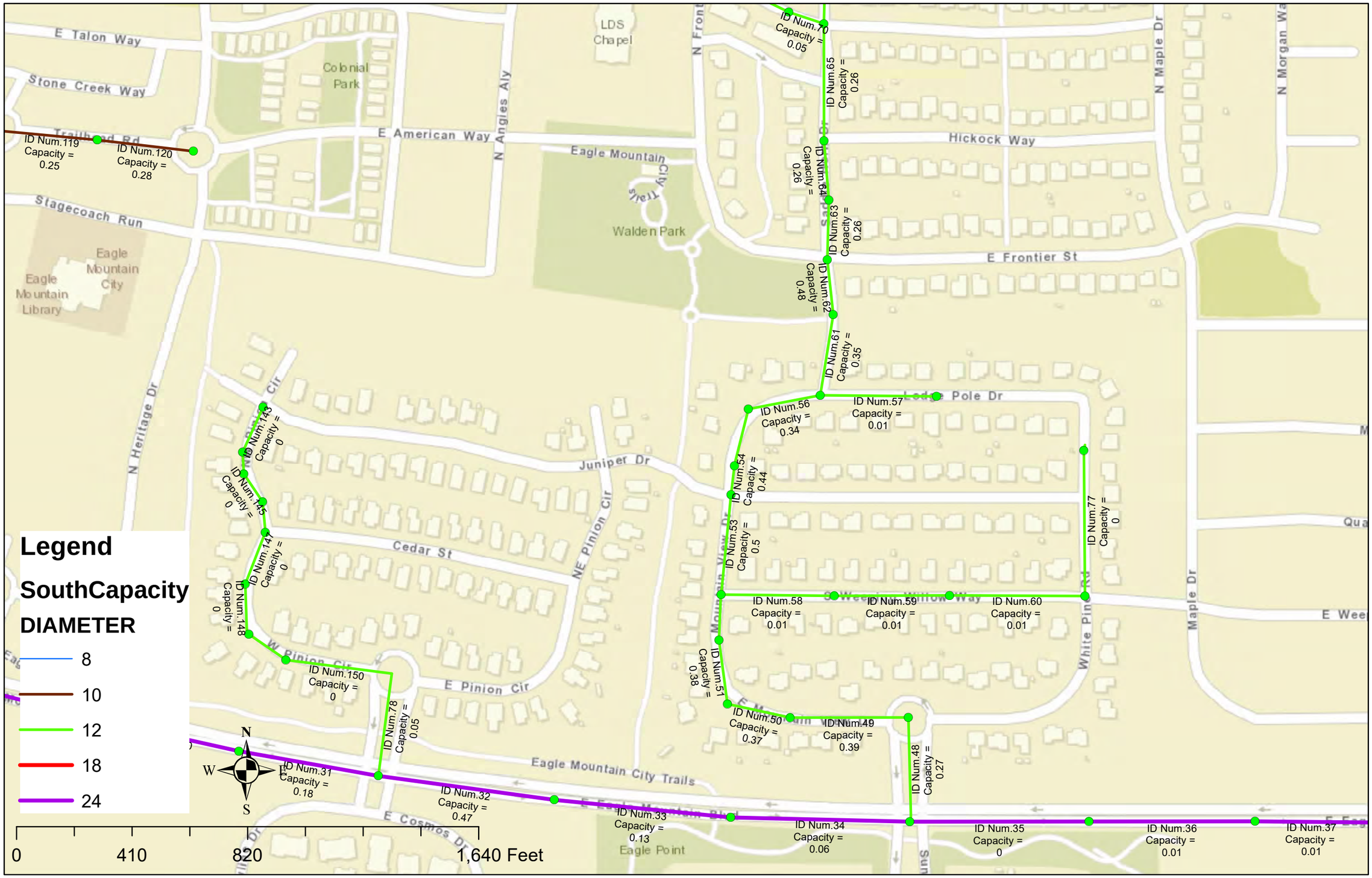

Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-6
SSA Collectors

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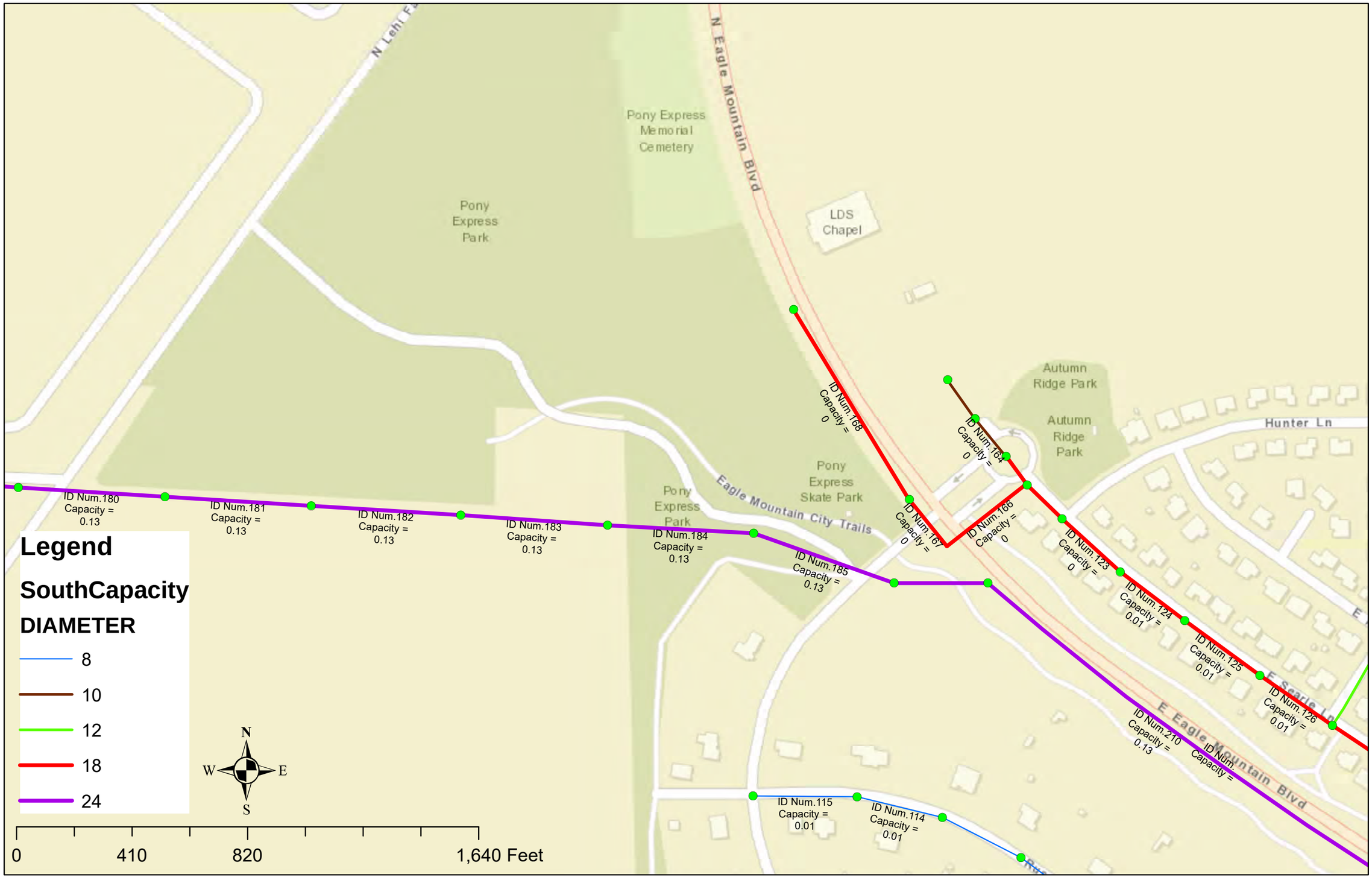

Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-7
SSA Collectors

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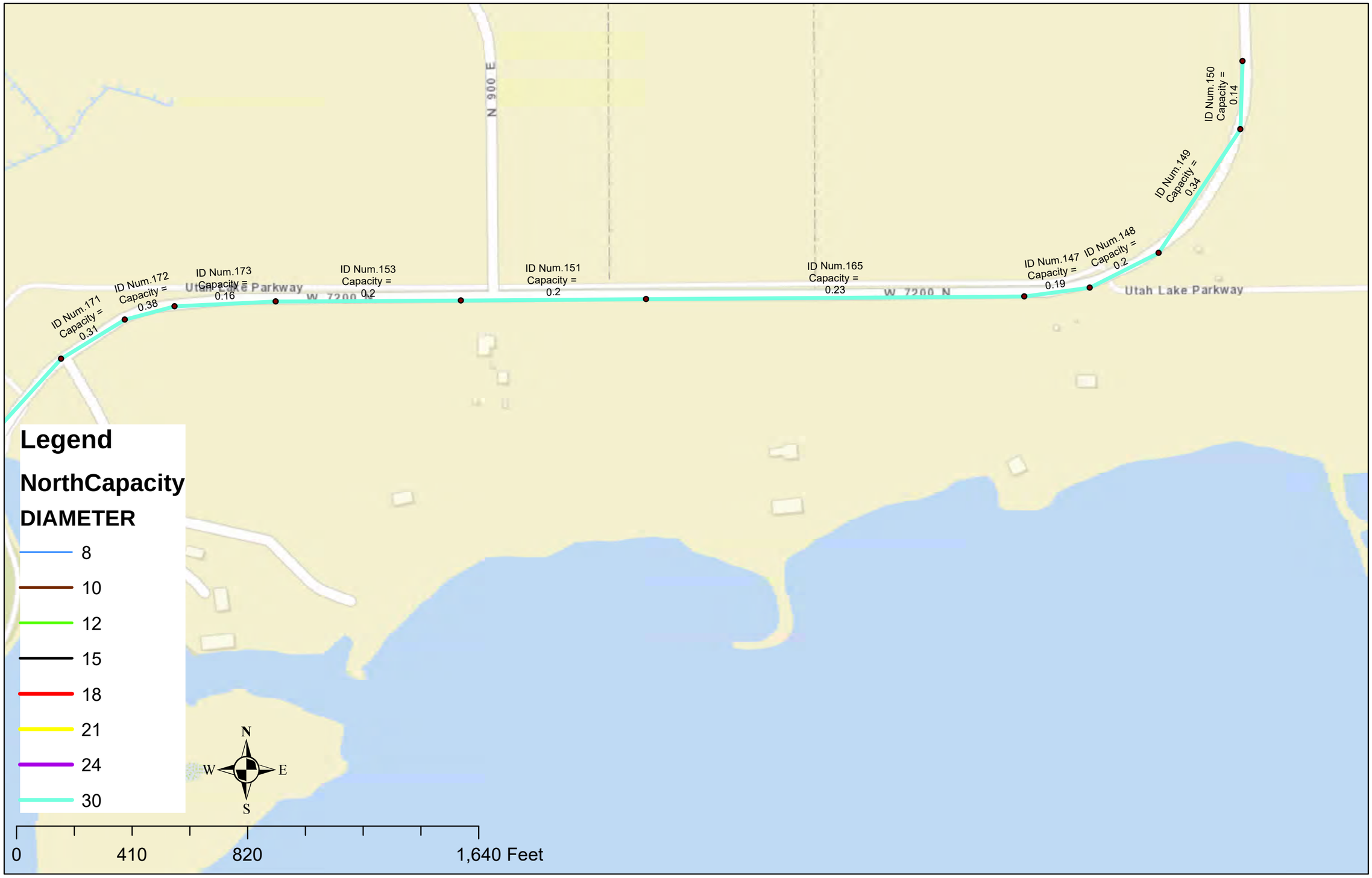
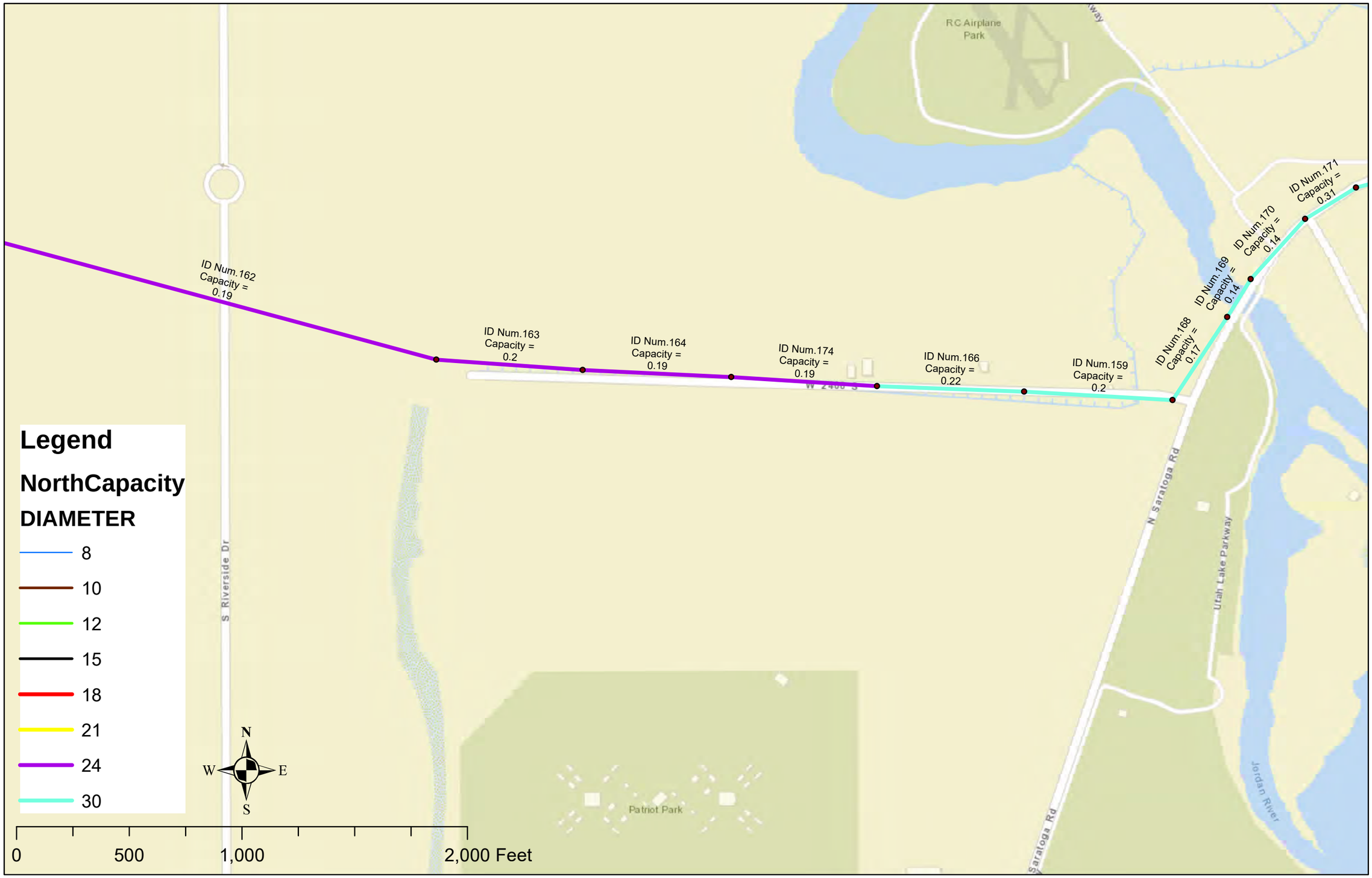


Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-8
North Outfall

JWO ENGINEERING



Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-9
North Outfall

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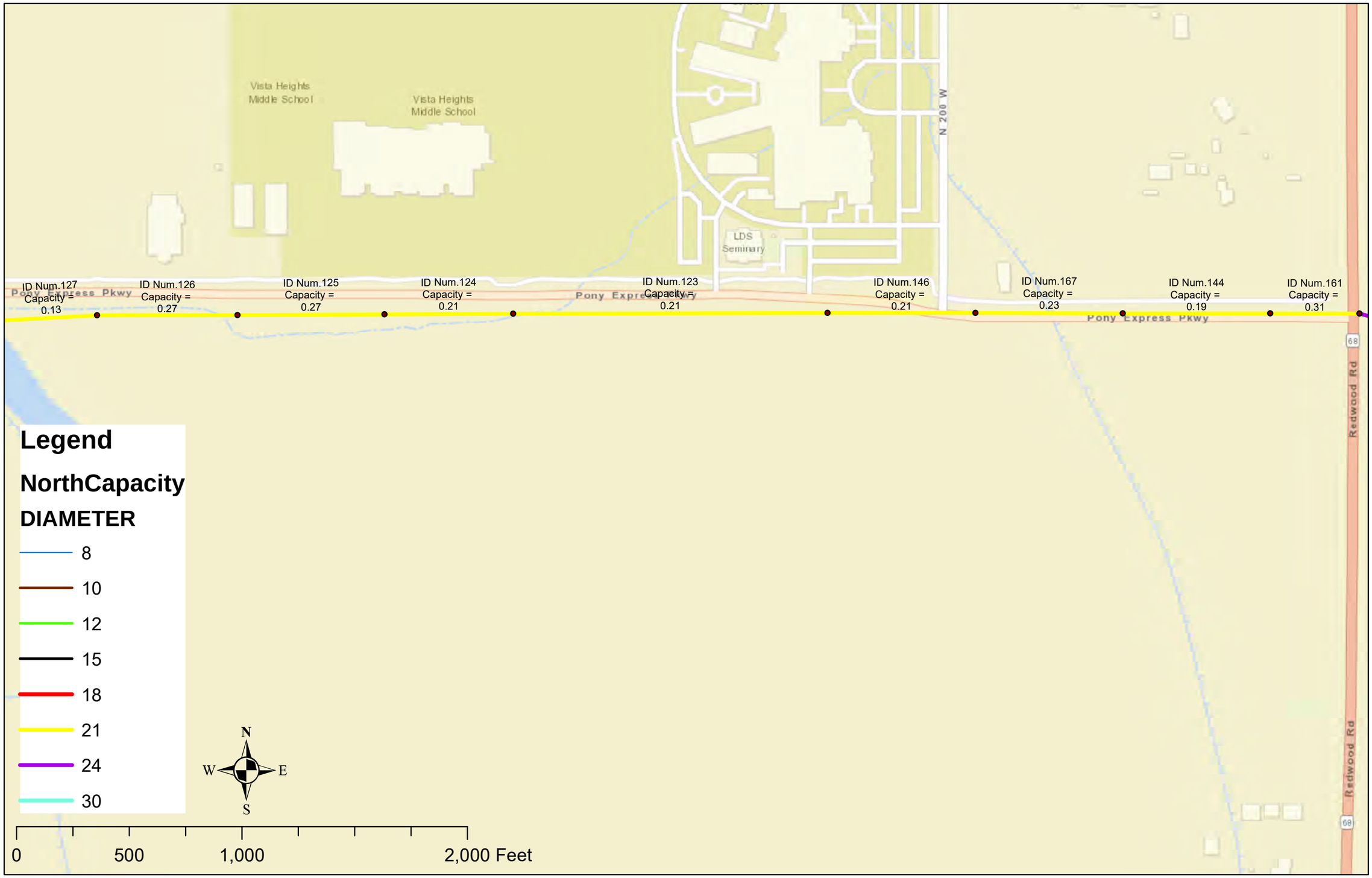

Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-10
North Outfall

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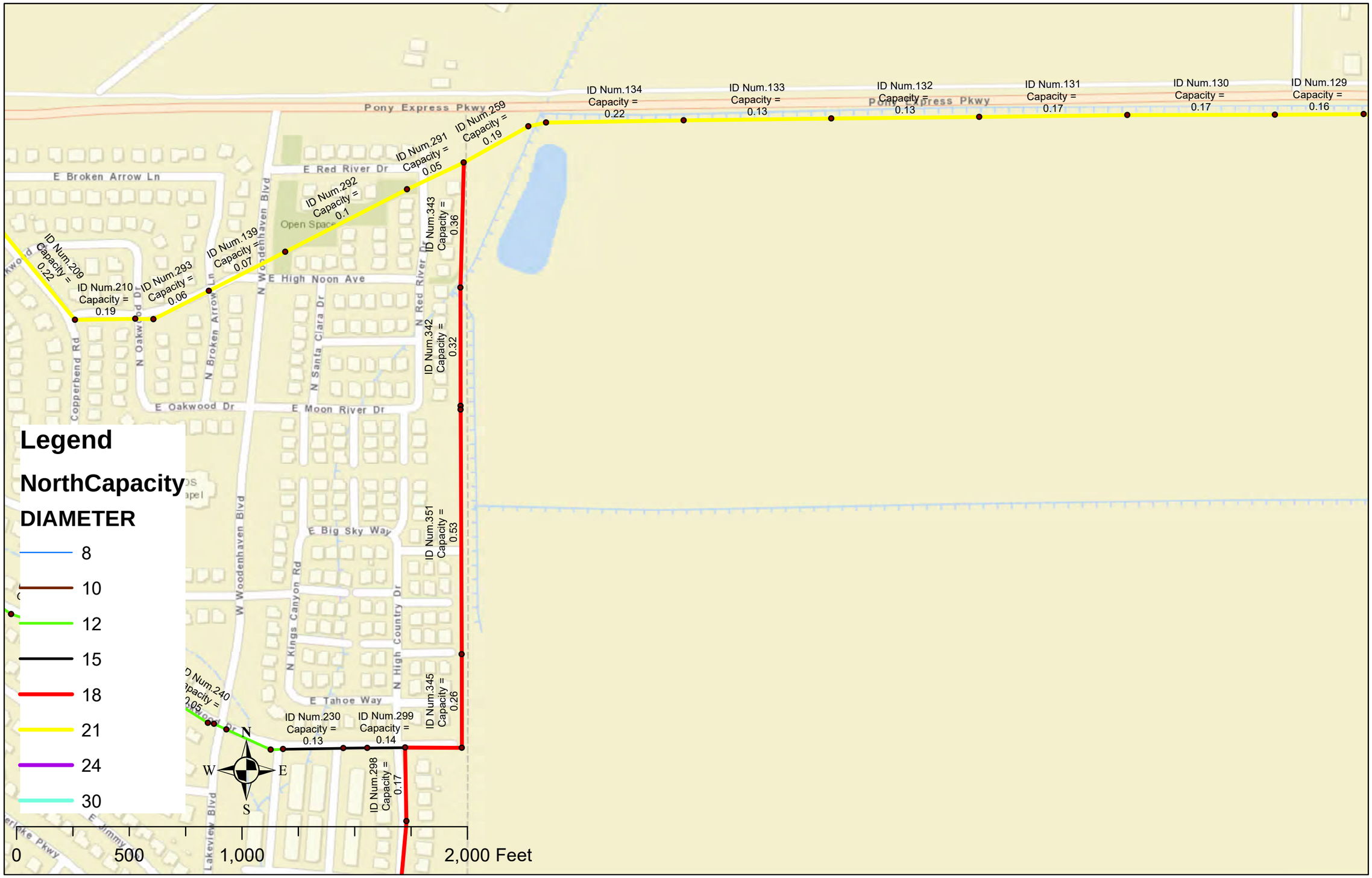
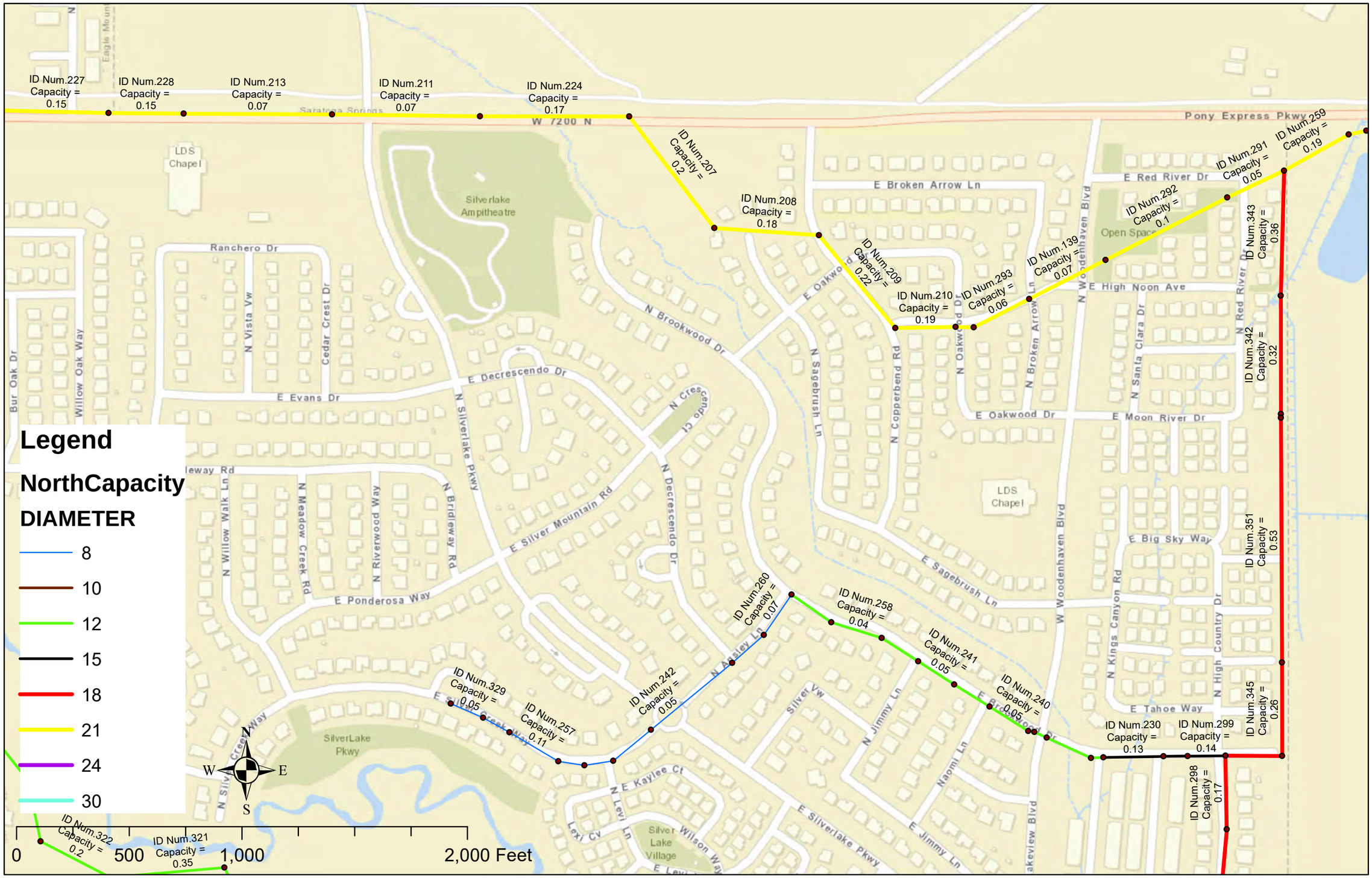


Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-11
North Outfall

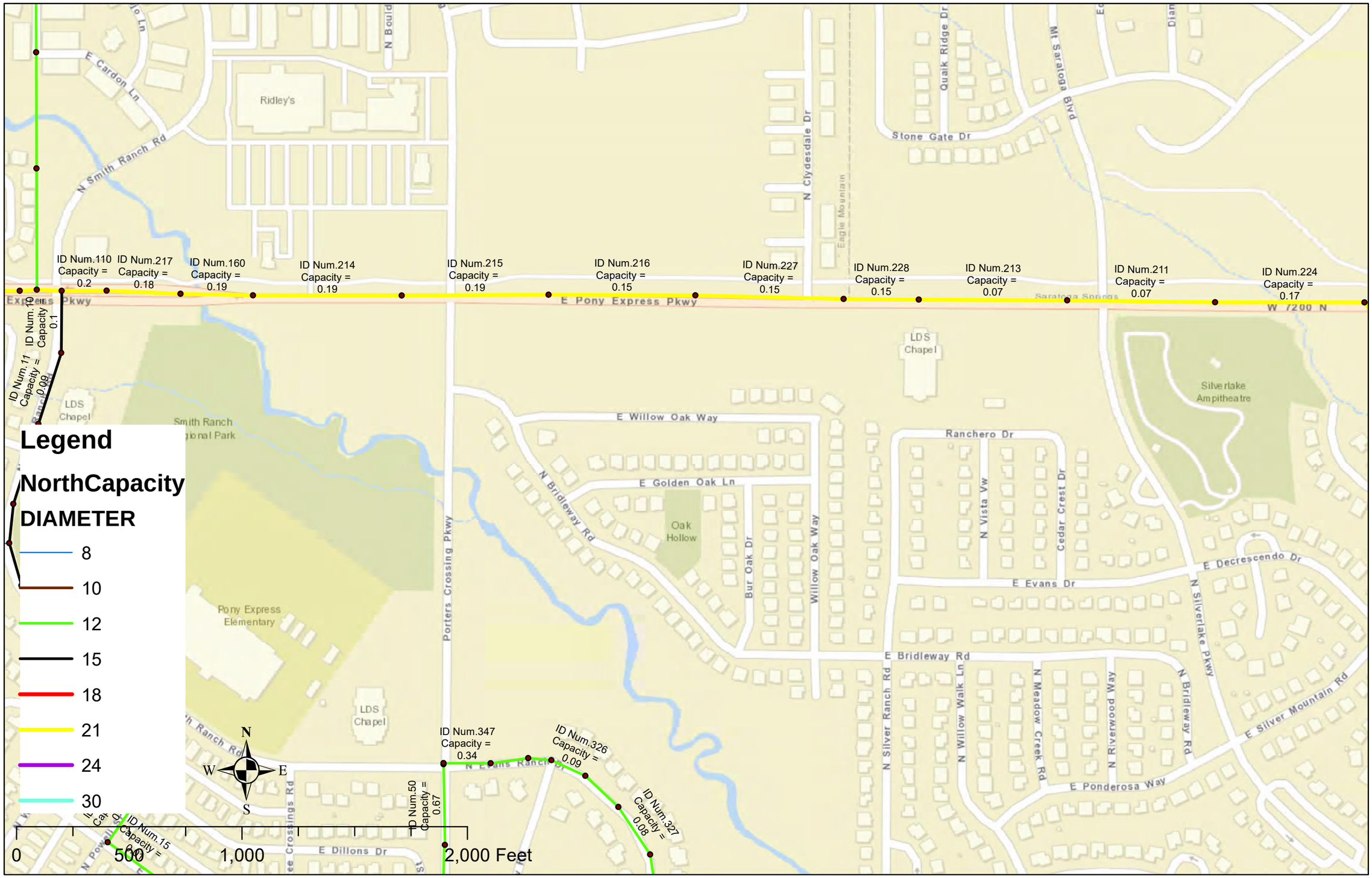
JWO ENGINEERING



Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-12
North Outfall

JWO ENGINEERING



Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-13
North Collector

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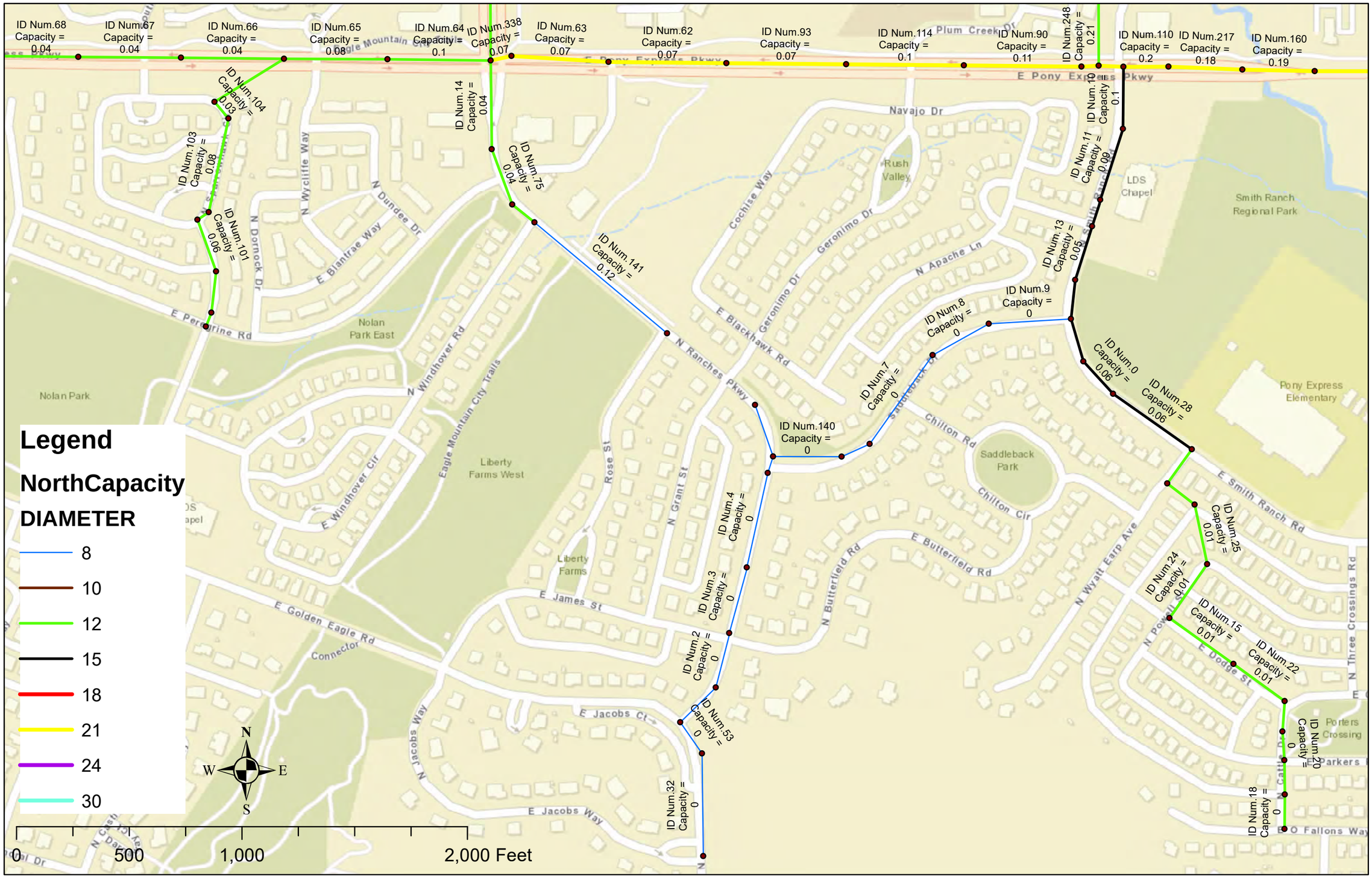
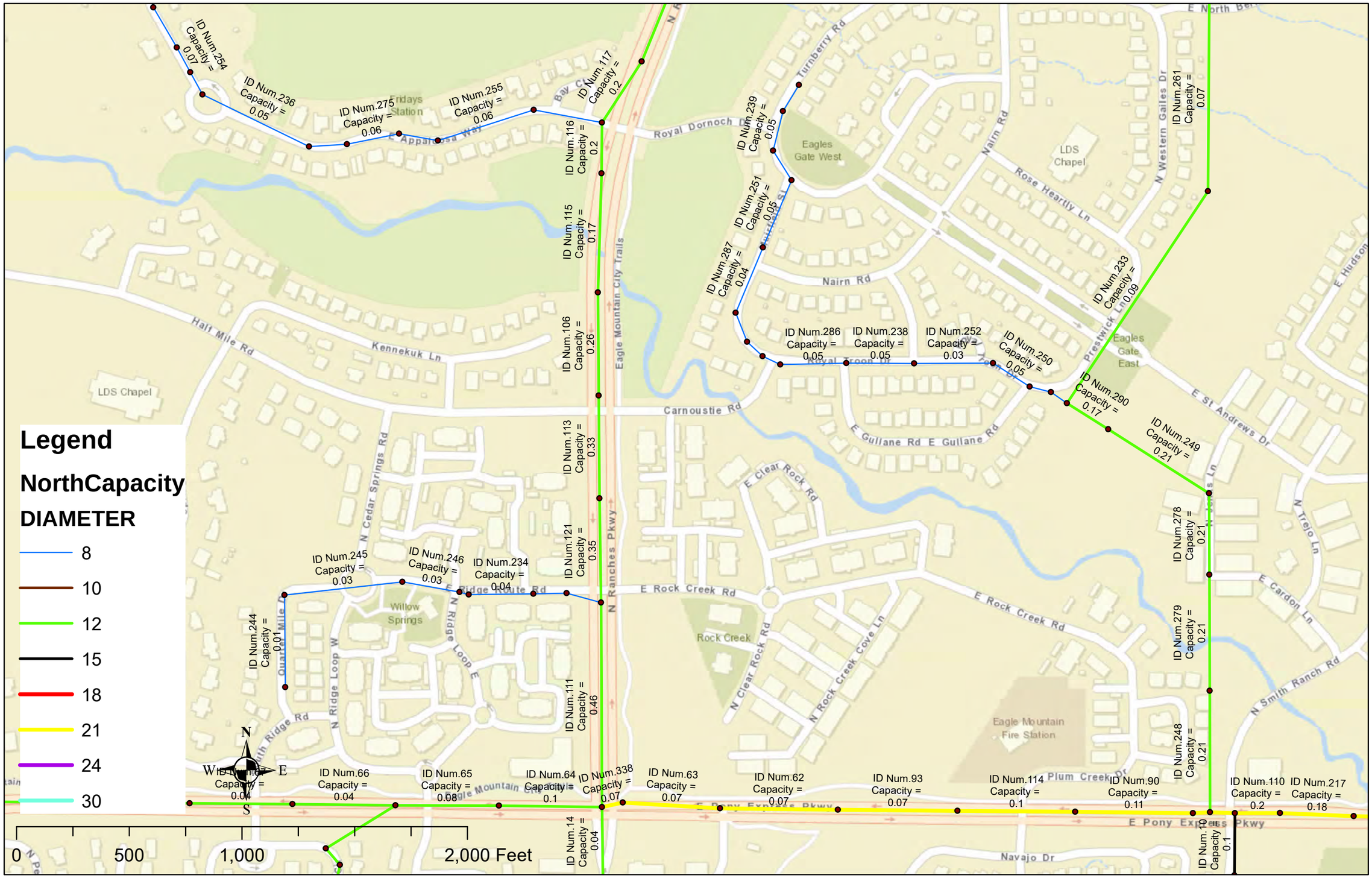


Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-14
North Collectors

JWO ENGINEERING



Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-15
North Collector
Ranches

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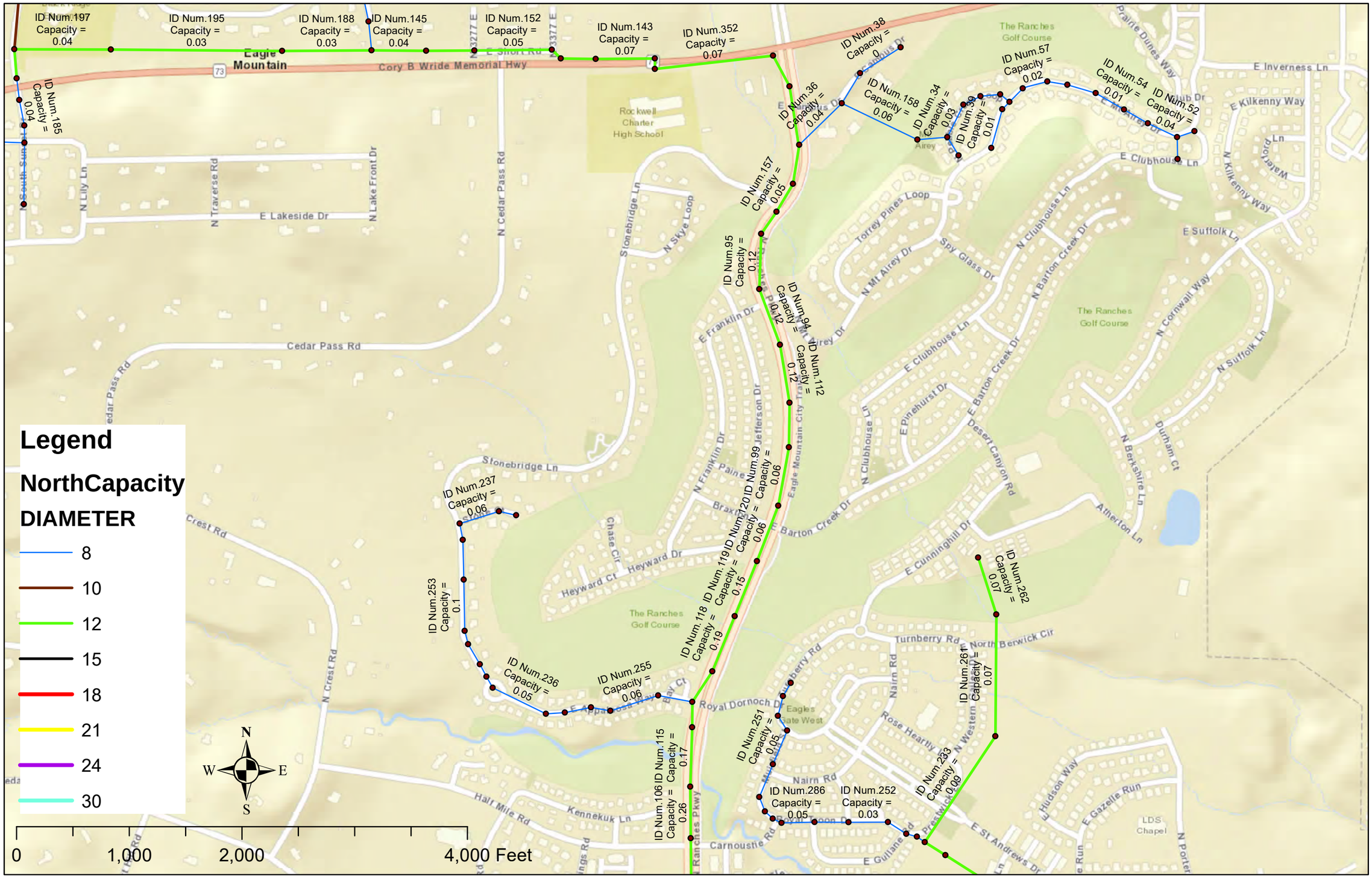

Eagle Mountain City
Sewer System Management
Plan 2021

Figure 6-16
North Collector
Ranches

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Section 7 SSMP Monitoring and Measurement Plan

The purpose of this plan is to provide appropriate monitoring and measurement of the effectiveness of the SSMP in its entirety.

Records Maintenance

Eagle Mountain intends to maintain appropriate records on operations and maintenance of the sanitary sewer system to validate compliance with this SSMP. However, failure to meet standards set by State DWQ or other regulatory agency during an inspection does not constitute a violation of the SSMP. Rather, deficiencies identified during inspections should be viewed as an opportunity for improvement.

Operations Records

Eagle Mountain has contracted with the Timpanogos Special Service District (TSSD) for cleaning, repairs, and maintenance of its sewer lines. Eagle Mountain's Wastewater Foreman maintains annual reports from TSSD regarding the work performed. These reports are maintained in a central location.

Performance Measurement (Internal Audit)

Periodically, but not less than annually, Eagle Mountain should assess and audit the effectiveness of the elements of this SSMP. All elements should be reviewed for effectiveness as well as all records should be reviewed for completeness. An internal audit report should be prepared preferably annually but no less than once every five years which comments on the following:

- Success of the operations and maintenance program
- Success of other SSMP elements
- Adequacy of the SECAP evaluations
- Discussion of SSO's and the effectiveness of the response to the event including corrective action
- Review of Defect reports and adequacy of response to eliminate such defects
- Opportunities for improvement in the SSMP or in SSO response and remediation

The annual audit report need not be extensive or long. It should, however, be sufficient to document compliance with the standards set in the SSMP. The audit reports should be maintained in accordance with Eagle Mountain's records retention schedule.

1307 North Locust Lane
Provo, Utah 84604
801-828-7805

SSMP Updates

When a plan deficiency is identified though an audit, inspection or plan review, and the deficiency requires an SSMP update, the plan may be updated at the discretion of the Wastewater Foreman. SSMP updates should be recorded in a revision index maintained by said Foreman.

SSO Evaluation and Analysis

At least annually in the internal audit and more frequently as needed, Eagle Mountain will evaluate SSO trends based on frequency, location and volume. Trend evaluation will be empirical unless a large number occur sufficient to make a statistical analysis viable. If a trend is identified, a corrective action may be appropriate.

Public Communication and Outreach

Eagle Mountain will reach out to the public about the development, implementation, and performance of the SSMP. This communication may be accomplished by any of the following methods:

- Public hearings
- Public meetings
- Newsletters
- Direct mailing
- Leaflets
- Other effective methods

Eagle Mountain will accept comments, either written or verbal and will review such comments for applicability. Public interest may be difficult to generate but should be solicited.

JWO ENGINEERING
A Professional Limited Liability Company
1307 North Locust Lane
Provo, Utah 84604
801-828-7805

Section 8 Sewer System Mapping Program

The City of Eagle Mountain maps the location of sewer lines using ArcGIS. These electronic records are maintained and updated by the Engineering Department.

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting the Eagle Quest East Master Development Agreement.
ITEM TYPE:	Master Development Agreement
FISCAL IMPACT:	Future Reimbursement Agreements for Excess Capacity Improvements and Dedication of Old Airport Road, etc.
APPLICANT:	Eagle Quest LLC of Utah (Kurt Ostler)

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Steve Mumford, Planning

PRESENTED BY:
Assistant City Administrator & Community Development Director Steve Mumford

RECOMMENDATION:
As required by EMMC 16.10.060 the City Council must review the agreement in a public meeting and take action on the agreement, authorizing the staff to finalize the agreement and the mayor to execute. We recommend that the City Council approve the Eagle Quest East Master Development Agreement as proposed.

BACKGROUND:
A rezone and master development plan were approved for the Eagle Quest East project by the City Council on April 5, 2022. A preliminary plat was approved on April 19. These approvals are contingent upon the approval of a master development agreement, as described in EMMC 16.10. This master development agreement was drafted by the City Attorney and negotiated between the parties, has been reviewed by the Planning Commission, and is now presented to the City Council.

The approved Eagle Quest East master plan includes a total of 401 residential lots with a mix of RD1, RD2, R1, R2, and R3 zoning. It also includes two parks(totaling 8.3 acres).

ITEMS FOR CONSIDERATION:
ITEMS FOR CONSIDERATION

- This agreement was slow in its preparation and negotiation, but

mainly due to legal staff turnover and the tragic loss of one of the development partners.

- This master development agreement is fairly simple, as the development of the various areas of the property must simply comply with the City's development standards in relation to each Zoning District.
- The most unique aspects of this project have to do with the dedication and timing of the collector roads and Old Airport Road. These are detailed earlier in the report. The developer will dedicate and build portions of the collector roads and they will dedicate the land for Old Airport Road (with a reimbursement agreement), which the City will build at some point in the future (likely with MAG funding or some other funding source).

REQUIRED FINDINGS:

The criteria for approval of an MDA are found in EMMC 16.10.080 and are detailed below.

- Development Rights and Responsibilities
    - Vesting granted to the property. Section 4 includes vested rights. Paragraph 4.2 states that the developer may not transfer density within the project and shall not be allowed to transfer density or lots due to a school, church, or other non-residential use.
    - Phasing of the development. Section 5.2 discusses the phasing of the project, which shall generally be in accordance with the phases identified on the master plan (Exhibit B). Minor variations to the phasing plan may be approved by the Planning Director based upon criteria in the agreement, while more significant variations shall be reviewed by the Planning Commission and City Council.
    - Construction and maintenance of public improvements. Section 6 discusses public infrastructure construction.
        - Roads.
            - Internal Roads. The project includes planned collector roads on the north, west, and south. Developer is required to construct a half width of the collector roads (dedicating 38.5'), with a minimum of 24 feet of asphalt.

Developer is also providing an extra 12 feet of right-of-way on Aviator Avenue (dedicating 50.5'). The City will enter into a reimbursement agreement for the extra costs to upsize Aviator from a 53' road to a 77' road and for the value of the additional 12' of land. The land value will be based on the agricultural value of the land as of the date of the land dedication.

- Old Airport Road. Developer shall dedicate 152 feet of ROW for Old Airport Road within 60 days of a request by the City. The City will enter into a reimbursement agreement for the cost of the land, exempting the land needed for the road crossing between phases 10 and 11.
- External Access Roads. Prior to constructing any portion of the project, the developer must obtain right-of-way sufficient to construct a minimum of a 24-foot wide asphalt portion of one of the collector roads connecting the project to Pony Express Parkway. Developer anticipates meeting this requirement by building Aviator Avenue. The developer is not allowed to access the project solely through the Sunset Flats development to the south.

- Utilities. The project will require an offsite sewer line to Pony Express Parkway. City will reimburse for required upsizing to accommodate future nearby growth. Upsizing of water lines will also be necessary.

- Special conditions relating to lot design, necessary off-site conditions or improvements, open space and parks, location of utilities, physical characteristics of the property. This agreement is fairly simple in relation to the residential development, as it shall be developed in accordance with the approved zoning. Open space and park timing are based upon the escrow language in the agreement. See above for road improvement requirements. Upsizing of utilities may be eligible for

impact fee credits or reimbursements. The property has a very gradual slope and the only unique area of the property is the utility corridor, which will be dedicated to the City.
    - Any other conditions or methodologies necessary for the master development's buildout. No other unique conditions.
- Benchmarks
    - A set time limit to apply for the first site plan and/or preliminary plat. Section 7 addresses this benchmark, requiring the first preliminary plat or site plan to be submitted for approval within 24 months of the effective date.
    - A set time limit from the approval of the first site plan and/or preliminary plat to begin site work. Section 7 addresses this benchmark, requiring the site work to be completed within 30 months from the effective date.
    - A set time limit from the approval of the first site plan and/or preliminary plat for all phases of curb, gutter, and road completion. Section 7 addresses this benchmark.
    - A set time limit from the approval of the first site plan and/or preliminary plat for all phases of open space, park, and/or trail completion. The developer shall fully improve the parks prior to recording the first plat, or provide a separate cash escrow of $3,750 per lot to the City to cover the anticipated cost of park improvements (as required by City Code). We anticipate that the developer will improve each park area along with the adjacent plat. This escrow method encourages the developer to improve the parks early in a project's development. Including set time limits for each park could create confusion and difficulty as we've experienced with other master development plans.
- Expiration of the Master Development.
    - Paragraph 3 includes a 6-year expiration from the "effective date" of the agreement. It will also expire upon buildout of the project. Developer acknowledge in the agreement that upon termination of the agreement, any vesting of the zoning or densities in the agreement shall terminate.
- General Plan Compliance.
    - The approved master plan complies with the City's

general plan map.

- Amendments and Extensions of Time.
    - Although no amendment or extension language is detailed in the agreement, paragraph 18 indicates that the agreement is complete unless a written amendment is signed by both parties.

PLANNING COMMISSION ACTION/RECOMMENDATION:
On March 28th the Planning Commission discussed the proposed MDA and recommended approval as proposed with a vote of 5-0. They expressed concern about the funding mechanism for reimbursement for Old Airport Road, and wanted to make sure that the road is in the Impact Fee Facilities Plan before the City enters into a reimbursement agreement.

ATTACHMENTS:

RES--Eagle Quest East MDA
Eagle Quest East MDA
Eagle Quest East MDA Exhibits

RESOLUTION NO. R- -2023

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE EAGLE QUEST EAST MASTER DEVELOPMENT AGREEMENT

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Eagle Quest East Master Development Agreement, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Eagle Quest East Master Development Agreement, as set forth in Exhibit A.

2. The Eagle Quest East Master Development Agreement is hereby approved, as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of April, 2023.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18th day of April, 2023.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

MASTER DEVELOPMENT AGREEMENT
FOR
EAGLE QUEST EAST

This *Master Development Agreement for Eagle Quest East* (this "**Agreement**" or "**MDA**") is entered into as of this _____day of _____, 2023 (the "**Effective Date**") between Eagle Quest LLC of Utah, a Utah limited liability company ("**Developer**") and Eagle Mountain City, a Utah municipal corporation ("**City**" or "**Eagle Mountain**").

RECITALS

A. Developer owns or controls certain real property within the City's boundaries that is legally described in Exhibit A ("**Property**");

B. Developer intends to develop the Property as a master planned community known as Eagle Quest East ("**Project**"), in accordance with the Land Use, Concept Site & Phasing Plan ("**Master Plan**") attached hereto as Exhibit B. On April 5, 2022, the Eagle Mountain City Council approved the rezone of the Property. On April 19, 2022, the Eagle Mountain City Council approved the Master Plan (which serves as the Eagle Quest East Preliminary Plat);

C. The parties intend that Developer vest in certain uses, zoning designations, and densities under the terms of this Agreement as more fully set forth below;

D. The parties desire to enter into this Agreement to specify Developer's rights and responsibilities with regard to development of the Project, and to specify the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement.

E. Acting pursuant to its authority under the Utah Municipal Land Use and Development Management Act, Utah Code § 10-9a-101, *et seq.*, the City Council of Eagle Mountain City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act, the City's General Plan, and Eagle Mountain City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. DEFINITIONS. As used in this MDA, the words and phrases specified below shall have the following meanings:

1.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2021), *et seq*.

1.2. **Applicant** means a person or entity submitting a Development Application.

1.3. **Buildout** means the completion of all of the development on the entire Project.

1.4. **Council** means the elected City Council of Eagle Mountain.

1.5. **Default** means a breach of this MDA as specified herein.

1.6. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.7. **Development Application** means an application to Eagle Mountain for development of a portion of the Project or any other permit, certificate or other authorization from Eagle Mountain required for development of the Project.

1.8. **Eagle Mountain** means Eagle Mountain City, a political subdivision of the State of Utah.

1.9. **Eagle Mountain's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.10. **Eagle Mountain's Vested Laws** means the ordinances, policies, standards and procedures of Eagle Mountain in effect as of the date of this MDA.

1.11 **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2021), or any successor provision, and approved by Eagle Mountain, effectuating a subdivision of any portion of the Project.

1.12. **Developer** means Eagle Quest LLC of Utah, a Utah limited liability company, and its successors in interest or assignees as permitted by this MDA.

1.13. **MDA** means this Master Development Agreement including all of its Exhibits.

1.14. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.15. **Notice of Decision** means the Rezone and Master Development Plan Notice of Decision and the Preliminary Plat Notice of Decision for Eagle Quest East, which include certain terms and conditions for development of the Project. A copy of the Notices of Decision is attached hereto as Exhibit C.

1.16. **Party/Parties** means, in the singular, Developer or Eagle Mountain; in the plural Developer and Eagle Mountain.

1.17 **Phasing Plan** means the phasing plan included in the Master Plan (Exhibit B).

1.18. **Project** means the Eagle Quest East project to be constructed on the Property pursuant to this MDA with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this MDA.

1.19. **Property** means the approximately 163 acres of real property owned by and to be developed by Developer more fully described in Exhibit A.

1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to Eagle Mountain or other public entities as a condition of the approval of a Development Application.

1.21. **Reimbursable Costs** means the cost of upsizing system improvements. Reimbursable Costs are subject to the foregoing: (a) all Reimbursable Costs must be procured through arms-length transactions; (b) Developer, or its principals or affiliates, may not own or have any interest in any of the contractors, engineering firms, or other individuals or entities that provided any services or materials that are included in the Reimbursable Costs; (c) Developer shall provide a notarized certification that all invoices for Reimbursable Costs are true and accurate invoices for the actual cost incurred by Developer; (d) Developer shall provide a notarized certification that Developer has not requested or been provided any kickbacks or reimbursements related to the Reimbursable Costs; (e) the Reimbursable Costs may not include any administrative fees, construction management fees, insurance costs, Developer markups, licensing fees or attorney fees; and (f) Reimbursable Costs may only include the additional cost to construct the upsized improvements, and shall not include a proportionate share of cost that would have been otherwise incurred by Developer, such as mobilization costs.

1.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as single-family residences as illustrated on the Site Plan / Preliminary Plat.

1.23. **Zoning Map** means the zoning map for the Project approved by the Eagle Mountain Council, which is included in Exhibit B.

2. ZONING. As of the Effective Date, the Property is zoned by the City in accordance with the Land Use, Concept Site, & Phasing Plan, attached hereto as Exhibit B.

3. TERM OF AGREEMENT. In accordance with Section 16.10.080 of Eagle Mountain's Vested Law, this MDA shall expire and terminate six (6) years from the Effective Date unless extended in accordance with Section 16.10.100 of Eagle Mountain's Vested Law. This MDA shall also terminate automatically at Buildout. Notwithstanding the foregoing, any obligations of the Developer, including any obligations for which the Developer has provided a bond or other form of completion assurance, shall survive termination of this MDA. Developer acknowledges and agrees that upon termination of this Agreement, any vesting of the zoning or densities in this Agreement shall terminate, and the City shall be entitled to rezone any undeveloped portion of the Project.

4. VESTED RIGHTS.

4.1. **General Vesting**. The Parties intend that this MDA grants to Developer all rights to develop the Project in fulfillment of this MDA and Eagle Mountain's Vested Laws, except as specifically provided herein. The Parties specifically intend that this MDA grants to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2021).

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.

4.3. **Exceptions.** The vested rights set forth in Sections 4.1 and 4.2, and restrictions on the applicability of Eagle Mountain's Future Laws to the Project, are subject to the following exceptions:

4.3.1 Master Developer Agreement. Eagle Mountain's Future Laws or other regulations to which the Developer agrees in writing;

4.3.2. State and Federal Compliance. Eagle Mountain's Future Laws or other regulations which are generally applicable to all properties in Eagle Mountain and which are required to comply with State and Federal laws and regulations affecting the Project;

4.3.3. Codes. Any of Eagle Mountain's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.3.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by Eagle Mountain to all properties, applications, persons and entities similarly situated;

4.3.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within Eagle Mountain (or a portion of Eagle Mountain as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

4.3.6 Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by Eagle Mountain pursuant to Utah Code Ann. Section 11-36a-101 (2021) *et seq*;

4.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that Eagle Mountain's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2022).

5. DEVELOPMENT OF THE PROJECT.

5.1 **General Development.** Development of the Project shall be in accordance with Eagle Mountain's Vested Laws, Eagle Mountain's Future Laws (to the extent they are applicable as specified in this MDA), and this MDA.

5.2 **Phasing.**

5.2.1 Developer shall develop the Project in accordance with the Master Plan attached hereto as Exhibit B. Unless otherwise shown on Exhibit B, the project's road and infrastructure construction, including the collector roads along the exterior of the project (except for Old Airport Road), shall correspond with adjoining residential development.

5.2.2 Minor variations from the Phasing Plan with respect to the sequence of each phase or the development of property within a phase shall be approved by the City Planning Director, upon consideration of the timing and sequence of infrastructure construction, the development of a variety of housing product types, and economic or other practical considerations that make variances from the Phasing Plan advisable. Variations from the Phasing Plan that, in the opinion of City Planning Director, are not minor variations, shall be approved in accordance with Section 16.10.090 of Eagle Mountain's Vested Laws.

5.3 **Standard for Approval**. All subdivision plats must be approved in accordance with Eagle Mountain City Code and must conform to applicable requirements of Eagle Mountain's Vested Laws, State and Federal Law, and this Agreement.

5.4 **Site Preparation**. Developer shall not commence construction of any Project improvement on the Property until such time as a final subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement.

5.5 **Changes to Project**. No material modifications to approved subdivision plats shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Master Plan from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, or (ii) changes the location of public roads. Modifications to a subdivision plat which do not constitute material modifications may be made with the consent of City Planning Director prior to plat recording.

5.6 **Time of Approval**. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in Eagle Mountain's Vested Laws.

6. INFRASTRUCTURE.

6.1 **Roads**.

6.1.1 Internal Roads. Developer shall be required to construct all roads within the Project and shown on the Master Plan with the exception of Old Airport Road. The Master Plan includes three minor collector roads (Aviator Avenue), unnamed collector road on the west property line, and a collector road on the north property line (Desert Willow Drive), and a major arterial (Old Airport Road). Except as otherwise expressly set forth herein, Developer's responsibility to construct such collector roads shall be limited to the half width of such collector road contiguous to the Project boundary, and a minimum of 24 feet of asphalt. Developer is providing an extra twelve feet (12') of right-of-way on Aviator Avenue. Upon completion of Aviator Avenue, the City shall enter into an Impact Fee Reimbursement Agreement with Developer to reimburse developer for the Reimbursable Costs of the road, which reimbursement

amount shall include the value of the land (as set forth below) under the upsized portion of the road. For example, Aviator Avenue is shown as a 77' road, and the applicant is dedicating 50.5'. Therefore, City would enter into a reimbursement agreement for the Reimbursable Costs to upsize the road from a 53' road to a 77' road and for the value of the additional 12' of land. For the other two collector roads (west and north) Developer shall dedicate a minimum of 38.5 feet to the City and, as required by EMMC 15.10.270, shall improve a half-width of a standard residential road plus an additional 10 feet of asphalt, for a total of 24 feet of asphalt.

6.1.2 Old Airport Road. Developer shall dedicate the Old Airport Road land (152 feet wide) to the City, as shown on Exhibit B within 60 days of a request by the City. City and Developer agree to enter into a reimbursement agreement for the cost (as set forth below) of the land for the Old Airport Road, exempting the land for the road crossing shown on the plan (e.g., the portion of Old Airport Road that is used as an access point between phases 10 and 11 of the Project as depicted on the Phasing Plan).

6.1.3. External Access Roads. The three primary access roads for the Project (Aviator Avenue, Desert Willow Drive, and the "Unnamed Road" contiguous to the west boundary of the Project) all cross property that is currently not owned by the City. Developer acknowledges and agrees that it is the responsibility of Developer to obtain right-of-way sufficient to construct a minimum of a 24-foot wide asphalt portion of one or more of the roads and construct a sufficient portion of one of those roads from Pony Express Parkway to access the property, prior to construction of any portion of the Project. Developer currently anticipates that such requirement shall be met by Developer extending 24 feet of Aviator Avenue west to the intersection of Aviator Avenue and Pony Express Parkway. City owns property that under the current Transportation Master Plan is part of the future Aviator Avenue right-of-way. City commits and agrees to use that land as part of the future Aviator Avenue right-of-way. Developer shall not be allowed to access the Project solely through the Sunset Flats development to the south of the Project. City may, in City's sole discretion, assist Developer in obtaining the road dedications and City may utilize impact fees to construct a portion of the roads.

6.1.4 Developer acknowledges and agrees that the value of the land for any road dedication shall be based on the agricultural (i.e. pre-development) value of the land as of the date of the dedication.

6.2 **Parks and Open Space**.

6.2.1 Developer shall construct parks and open spaces in the locations shown on the Park & Open Space Map, attached as Exhibit D, and Developer shall include the amenities as shown on Exhibit D, allowing for minor modifications to be approved by the City Parks Director. Developer shall receive approval for the specific playground equipment, benches, pavilions, and other equipment by the City Parks Director prior to construction of the parks. The City shall own and maintain the two park areas in the Project.

6.3 **Utilities.**

6.3.1 Offsite Sewer. The sanitary sewer for the project will need to connect to Pony Express Parkway, to the southwest of the project. This is anticipated to extend

within the Aviator Avenue right-of-way. Upsizing of this sewer line will be necessary. The Reimbursable Costs for any upsizing beyond the size required by the development will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.3.2 Offsite Water. Some upsizing of water lines will be required of Developer in accordance with the City's master utilities plans. Developer shall receive approval of utility plans by the City Engineer prior to plat approval. The Reimbursable Costs for any upsizing beyond the size required by the Project itself will be reimbursed by the City to Developer through an Impact Fee Reimbursement Agreement.

6.3.3 Water Rights. Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate to or purchase water rights from the City sufficient to serve that portion of the Project in accordance with the provisions of applicable law. The City shall not be required to approve each plat until such water requirements for that plat are fully satisfied.

6.4 **Easements**. Developer shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City determines to be necessary.

6.5 **Agreement to Cooperate**. Developer and the City agree to cooperate in good faith with respect to continued planning of the Project and implementation of such plan(s) consistent with the public interest.

6.6 **Reimbursement for Uncontemplated Upsizing**. City may reasonably request or require Developer to upsize infrastructure facilities not otherwise contemplated in this Agreement in excess of the size needed for the Project. If City requires upsizing not contemplated in this Agreement, including without limitation road widths in excess of the City's current standards for the applicable type of road, City shall enter into an Impact Fee Reimbursement Agreement to compensate Developer for the Reimbursable Costs.

7. <u>BENCHMARKS.</u> As required by Section 16.10.080(B) of Eagle Mountain's Vested Law, the following development benchmarks shall occur.

7.1. **First Preliminary Plat or Site Plan**. Recognizing that Developer must obtain the cooperation of SITLA and its optionee for the anticipated extension of Aviator Avenue to connect with Pony Express Parkway, the first preliminary plat or site plan for the Project shall be submitted for approval within twenty-four (24) months from the Effective Date. The site work for the first final plat or site plan shall occur within thirty (30) months from the Effective Date, including required public infrastructure (including but not limited to curb, gutter, roads) as noted in this MDA, provided that approval of the site plan or final plat has not been unreasonably delayed by the City.

7.2. **Parks and Open Space**. In accordance with 16.35.105(A)(10) of Eagle Mountain's Vested Law, the parks and open spaces shall be fully improved prior to recording of the first plat, or a separate cash escrow of $3,750 per lot/unit 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). It is anticipated that Developer will improve each park area along with the adjacent plat.

8. DEFAULT.

8.1. **Notice.** If Developer or Eagle Mountain fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

8.2 **Contents of the Notice of Default**. The Notice of Default shall:

8.2.1 Specific Claim. Specify the claimed event of Default;

8.2.2 Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default; and

8.2.3 Optional Cure. If Eagle Mountain chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

8.3 **Mediation.** Upon the issuance of a Notice of Default the parties may engage a mediation or other dispute resolution process. Neither side shall be obligated to mediate if doing so would delay or otherwise prejudice any remedy available at law.

8.4 **Public Meeting.** Before any remedy in Section 10 may be imposed by Eagle Mountain the party allegedly in Default shall be afforded the right to attend a public meeting before the Eagle Mountain City Council and address the Eagle Mountain City Council regarding the claimed Default.

8.5 **Default of Assignee.** A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

9. DEVELOPER'S EXCLUSIVE REMEDY. Developer's sole and exclusive remedy under this Agreement shall be specific performance of the rights granted in this Agreement and Eagle Mountain's obligations under this Agreement. IN NO EVENT SHALL EAGLE MOUNTAIN CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

10. EAGLE MOUNTAIN'S REMEDIES UPON DEFAULT. Eagle Mountain shall have the right to withhold all further reviews, approvals, licenses, building permits and other permits for development of the Property in the case of a Default by Developer until the Default has been cured. Eagle Mountain shall further have the right to draw on any security posted or provided in connection with the Property and relating to remedying of the particular Default.

11. ASSIGNABILITY. Developer may assign its obligations hereunder, in whole or in part, to other parties with the consent of Eagle Mountain as provided herein, which consent shall not be unreasonably withheld, conditioned or delayed.

11.1 **Sale of Lots.** Developer's selling or conveying lots to residential purchasers or to unrelated, third-party homebuilders shall not be deemed to be an "assignment" subject to the above-referenced approval by Eagle Mountain unless specifically designated as such an assignment by Developer and approved by Eagle Mountain.

11.2 **Notice.** Developer shall give Notice to Eagle Mountain of any proposed assignment and provide such information regarding the proposed assignee that Eagle Mountain may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing Eagle Mountain with all necessary contact information for the proposed assignee.

11.3. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds.

11.4. **Assignees Bound by MDA.** Except as contemplated in section 11.1, above, Developer's assignees shall be bound by the terms of this MDA.

12. RECORDING OF AGREEMENT. If City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. This Agreement (without exhibits), or a notice concerning this Agreement, shall be recorded as a covenant running with the Property herein described to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

13. SEVERABILITY. If any provision of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. TIME OF PERFORMANCE. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

15. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this

Agreement.

16. **STATE AND FEDERAL LAW.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

17. **NO WAIVER.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. The provisions may be waived only in writing by the party intended to be benefited by the provisions.

18. **ENTIRE AGREEMENT.** This Agreement shall supersede all prior agreements with respect to the subject matter herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

19. **APPLICABLE LAW.** This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder, are to be construed and enforced in accordance with the laws of the State of Utah.

20. **NOTICES.** Any notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, or four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer:

Eagle Quest LLC of Utah
6616 West 10760 North
Highland, Utah 84003
Attn: Kurt Ostler

with a copy to:

Eagle Quest LLC of Utah
P.O. Box 532
Farmington, Utah 84025

To the City:

City Recorder
Eagle Mountain City
1650 E. Stagecoach Run

Eagle Mountain, UT 84005

21. EXECUTION OF AGREEMENT. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

22. HOLD HARMLESS. Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

23. RELATIONSHIP OF PARTIES. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

24. CERTIFICATE OF COMPLIANCE. Upon fifteen (15) business clays prior written request by Developer, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same, certifying that Developer is not in default of the terms of this Agreement.

25. TITLE AND AUTHORITY. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

26. FURTHER ASSURANCES, DOCUMENTS, AND ACTS. Each of the Parties agrees to cooperate in good faith with the other and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

27. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an

original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

DATED this _____ day of _____, 2022.

EAGLE QUEST LLC OF UTAH

By: _____

Print Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of **Eagle Quest LLC of Utah**, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

DATED this _____ day of _____, 2022.

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala Kofoed, City Recorder

Approved as to form:

_____
City Attorney

1617670v1/RQN

Exhibit List

Exhibit A – Legal Description
Exhibit B - Land Use, Concept, and Phasing Plan
Exhibit C - Notices of Decision
Exhibit D - Parks and Open Space Plans

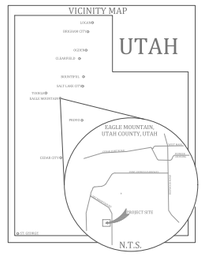
Avenue Project No. 18-162A

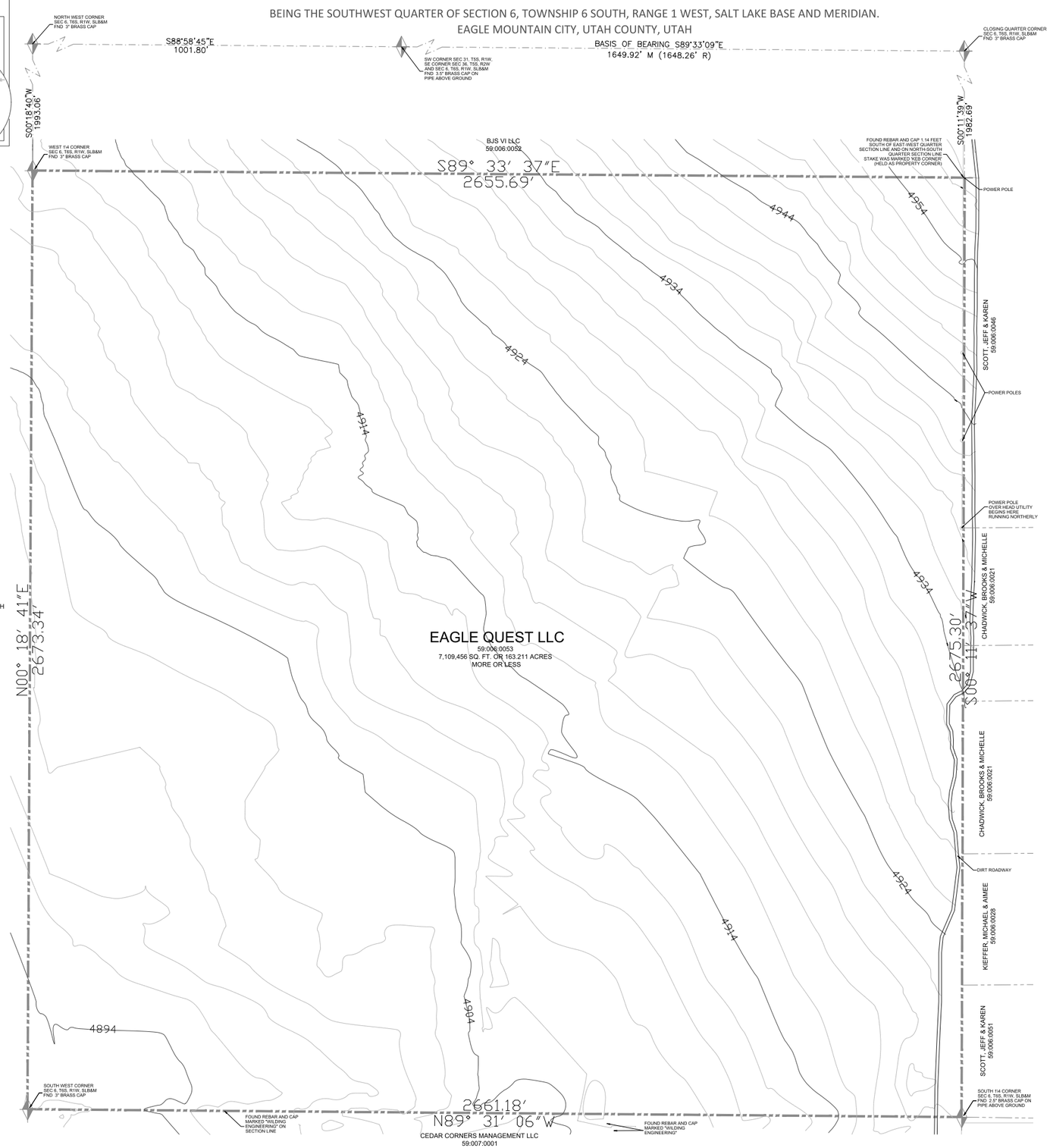
P:_2018\18-162 - Eagle Quest LLC - East Eagle Mountain\000_CAD\003_Survey\east Parcel\east Parcel.dwg

11/13/2018 7:35 AM

BOUNDARY AND TOPOGRAPHY SURVEY

BEING THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH





LEGEND:

- BOUNDARY
- MAJOR CONTOUR
- OVERHEAD POWER
- ROAD WAYS
- OTHER PROPERTIES
- MONUMENT LINE
- FOUND MONUMENT

N

150 0 150 300
scale 1" = 150' feet

SURVEYOR'S CERTIFICATE

I, MATTHEW STONES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 7176711 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY THAT UNDER THE AUTHORITY OF THE OWNERS HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND AS DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO 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.

11-12-2018
DATE

MATTHEW C STONES, PLS
NO. 7176711

PROFESSIONAL LAND SURVEYOR
LICENSE NO. 7176711
MATT STONES
STATE OF UTAH

ORIGINAL BOUNDARY DESCRIPTION

COMMENCING SOUTH 1972.08 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE EAST 2640.00 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6, THENCE SOUTH 2632.08 FEET, THENCE WEST 2640.00 FEET TO THE WEST LINE OF SAID SECTION 6, THENCE NORTH 2632.08 FEET TO THE POINT OF BEGINNING.

AS SURVEYED BOUNDARY DESCRIPTION

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 89°33'37" EAST 2655.69 FEET TO THE SOUTH EAST CORNER OF THE PARCEL KNOWN AS 59:006:0052 IN THE UTAH COUNTY RECORDER OFFICE AND MARKED WITH A REBAR AND CAP MARKED "KEB CORNER"; THENCE SOUTH 00°11'37" WEST 2675.30 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 89°31'06" WEST 2661.18 FEET TO THE SOUTH WEST CORNER OF SAID SECTION 6; THENCE NORTH 00°18'41" EAST WEST 2673.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,109,456 SQ. FT. OR 163.211 ACRES MORE OR LESS.

SURVEYOR NARRATIVE

IT IS THE INTENT OF THIS SURVEY TO OBTAIN TOPOGRAPHICAL AND BOUNDARY INFORMATION FOR CONCEPTUAL DESIGN AND PLANNING. THE BASIS OF BEARING IS SOUTH 89°33'09" EAST ALONG THE NORTH SECTION LINE OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BETWEEN FOUND MONUMENTS REPRESENTING THE SOUTH WEST CORNER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND THE NORTH QUARTER OF CORNER OF SAID SECTION 6. THE BOUNDARY IS DETERMINED BY HOLDING THE FOUND SECTION CORNERS OF SAID SECTION 6. THE NORTH EAST CORNER WAS DETERMINED TO BY A FOUND REBAR AND CAP WITH A LATHE THAT MARKED "KEB CORNER". THE REBAR COINCIDES WITH THE CALL FOR THE CORNER ACCORDING TO SURVEYS ON FILE IN THE UTAH COUNTY SURVEYOR OFFICE.

THE CONTOUR INTERVAL IS 2'

DOCUMENTS USED

SURVEYS AS RECORDED IN THE UTAH COUNTY SURVEYOR OFFICE:
97-207; 98-247; 00-114; 01-427; 02-260; 04-295; 07-420; 07-422; 07-427; 07-433; 07-434; 15-195; 16-128
DEEDS AS RECORDED IN THE UTAH COUNTY RECORDER OFFICE:
ENTRY NUMBER: 1352-2014 A PLAT
ENTRY NUMBER: 131957-2008 RESOLUTION
ENTRY NUMBER: 56210-2004 AFFIDAVIT
ENTRY NUMBER: 101064-2000 AFFIDAVIT OF CORRECTION
ENTRY NUMBER: 101062-2000 WD
ENTRY NUMBER: 96181-2000 WD
ENTRY NUMBER: 70434-2000 SUBORDINATION AGREEMENT
ENTRY NUMBER: 64356-2000 DOR
ENTRY NUMBER: 51699-2000 WD
ENTRY NUMBER: 51698-2000 WD
ENTRY NUMBER: 41630-2017 WD
ENTRY NUMBER: 14631-2016 DOR
ENTRY NUMBER: 141428-2002 WD
ENTRY NUMBER: 1578-2001 WD
ENTRY NUMBER: 66446-2009 SWD
ENTRY NUMBER: 81031-2008 WD
ENTRY NUMBER: 131995-2006 WD
ENTRY NUMBER: 54745-2006 WD
ENTRY NUMBER: 19071-2005 PATENT NO. 19679

REVISIONS:

EAGLE QUEST, LLC
6616 WEST 10760 NORTH
HIGHLAND, UTAH 84003

avenue CONSULTANTS
Avenue Consultants, Inc
6575 South Redwood Road, Suite 101
Taylorsville, UT 84123
801-207-7660
www.avenueconsultants.com

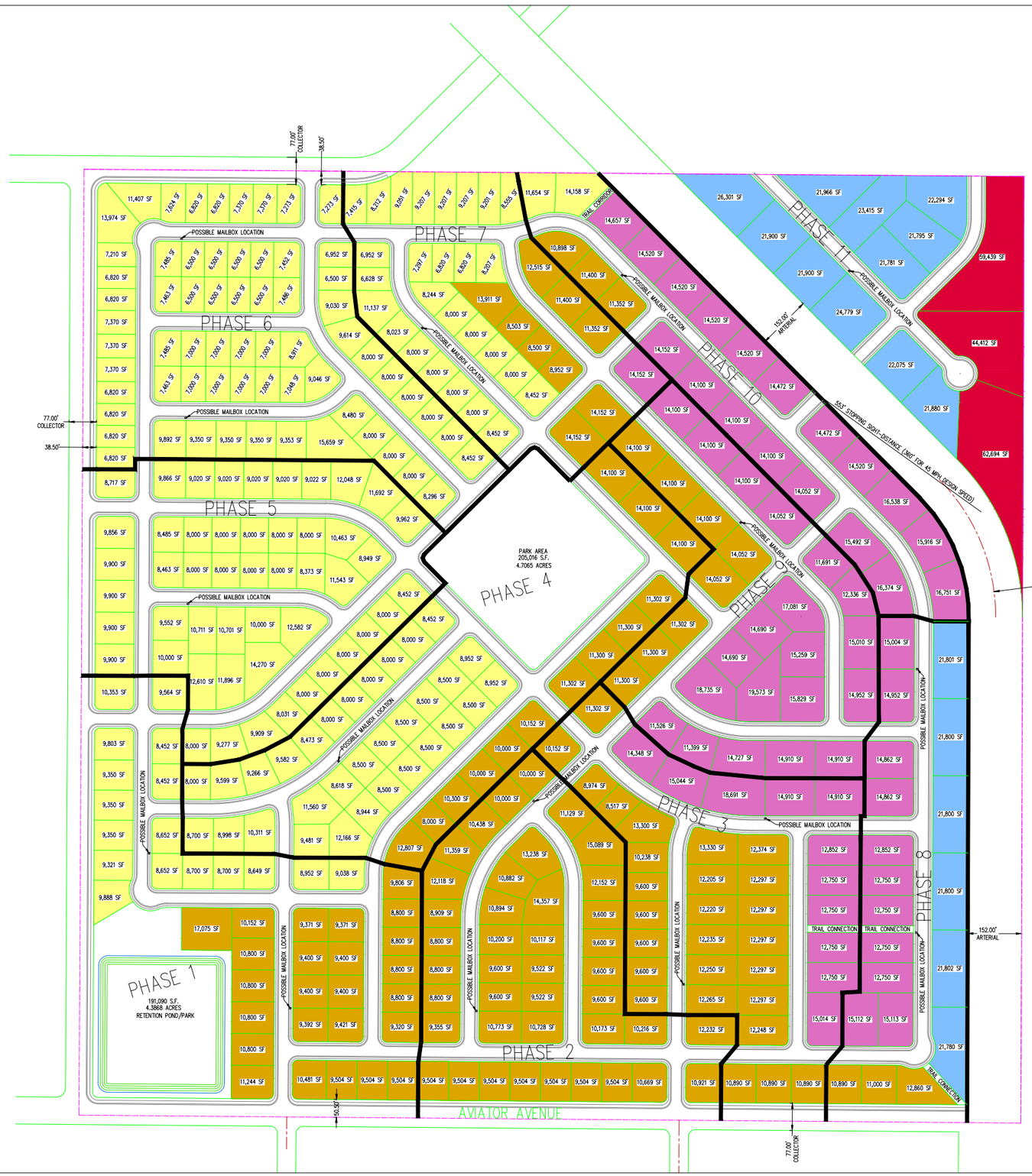
BOUNDARY AND TOPOGRAPHY

BEING THE SOUTH WEST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN

Drawn by	MCS
Detailer	CJC
Checker	MCS

SUBSET NO.

SHEET NO.
1 of 1



RELIGIOUS MEETINGHOUSE LOCATION NOTE

FUTURE CHURCH BUILDINGS TO BE LOCATED IN R2 OR R3 ZONE ONLY.

TABULATIONS

TOTAL ACREAGE OF OVERALL PROJECT:	163.211 ACRES	=	100%
OPEN SPACE AREA:	9.3564 ACRES	=	5.7%
ROADWAY AREA:	50.8930 ACRES	=	31.2%
RD1 ZONE LOT AREA: (55,505 S.F. LOT AVERAGE)	3.8233 ACRES	=	2.4%
RD2 ZONE LOT AREA: (22,404 S.F. LOT AVERAGE)	8.7435 ACRES	=	5.3%
R1 ZONE LOT AREA: (14,527 S.F. LOT AVERAGE)	20.3425 ACRES	=	12.4%
R2 ZONE LOT AREA: (10,890 S.F. LOT AVERAGE)	32.2521 ACRES	=	19.8%
R3 ZONE LOT AREA: (8,620 S.F. LOT AVERAGE)	37.8002 ACRES	=	23.2%

PARK TABULATIONS

17 LOTS (500 S.F./LOT)
61 LOTS (750 S.F./LOT)
129 LOTS (900 S.F./LOT)
191 LOTS (1,000 S.F./LOT)

TOTAL REQUIRED PARK AREA = 361,350 S.F. = 8.2955 ACRES

TOTAL PROVIDED PARK AREA:
SOUTHWEST PARK AREA TOTAL AREA = 191,090 S.F.
SOUTHWEST PARK RETENTION AREA (75%) =
(137,283 S.F.)(0.75) = 102,962.S.F.
SOUTHWEST PARK NET AREA = 156769 S.F.

CENTRAL PARK AREA = 205,016 S.F.

TOTAL PROVIDED PARK AREA = 361,785 S.F. =8.3054 ACRES

LOT NUMBER PER ZONE

RD1 LOTS	=	3
RD2 LOTS	=	17
R1 LOTS	=	61
R2 LOTS	=	129
R3 LOTS	=	191
TOTAL LOTS	=	401

AVERAGE LOT AREA FOR TOTAL PROJECT = 11,185 S.F.

150 75 0 150 300 450

Scale 1" = 150'

SETBACK NOTE

SETBACKS VARY BY LOT SIZE. THE SETBACK EXHIBIT WILL BE PROVIDED AS PART OF THE PRELIMINARY AND FINAL PLAT DESIGN PLANS.

FENCING NOTE

COLLECTOR/ARTERIAL ROAD FENCING IS REQUIRED ON ALL LOTS AROUND THE ENTIRE PERIMETER SINCE THEY ALL BACK AGAINST A COLLECTOR OR ARTERIAL ROAD.

ZONING LEGEND

- RD1
- RD2
- R1
- R2
- R3



VICINITY MAP

REVISIONS

Rev.	Date	Description
1	11/30/21	REVISED PER DRC REVIEW COMMENTS
2	02/04/22	REVISED PER CITY COUNCIL COMMENTS
3	03/25/22	REVISED PER DRC REVIEW COMMENTS
4	04/07/22	REVISED PER CITY COUNCIL COMMENTS

Developer/Property Owner: KURT OSTLER
Phone: 801-971-2596

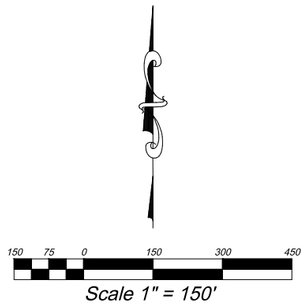
EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

EAGLE QUEST

EAGLE MOUNTAIN UTAH

Drawn by: D.W.P.	LAND USE, CONCEPT SITE & PHASING PLAN	Scale: 1"=150'
Designed by: D.W.P.		Date: 11/03/21
Checked by: D.W.P.		C1





WATER MODELING NOTE:

WITH THE PRELIMINARY PLAN APPLICATION, A WATER MODEL WILL BE PREPARED TO SHOW SUFFICIENT FLOWS AND PRESSURES. THE WATER LINE IS TO BE LOOPED WITH A MINIMUM OF TWO POINTS OF CONNECTION.

UTILITY NOTE:

FIRE HYDRANTS, VALVES, ETC. WILL BE INCLUDED WITH PRELIMINARY PLAN.

STREET LIGHT NOTE:

STREET LIGHTS ARE REQUIRED EVERY 250'–350' ALTERNATING SIDES AND AT EVERY INTERSECTION AND CURVE. STREET LIGHTS WILL BE INCLUDED WITH THE PRELIMINARY PLAN.

REVISIONS

Rev.	Date	Description
1	11/30/21	REVISED PER DRC REVIEW COMMENTS
2	02/04/22	REVISED PER CITY COUNCIL COMMENTS
3	03/25/22	REVISED PER DRC REVIEW COMMENTS
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Developer/Property Owner: KURT OSTLER
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P: (801) 756-4504; david@excelcivil.com

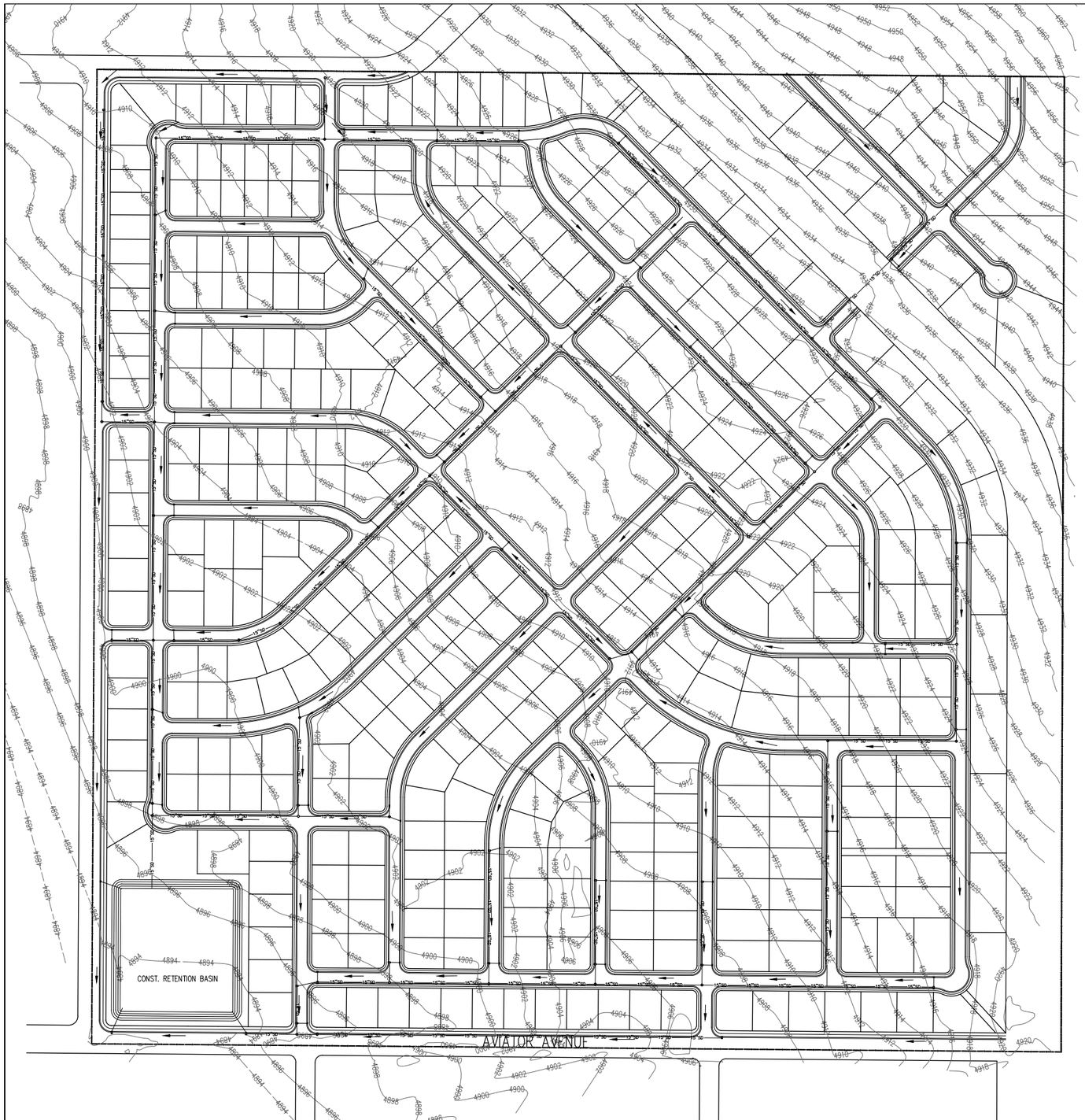
EAGLE QUEST

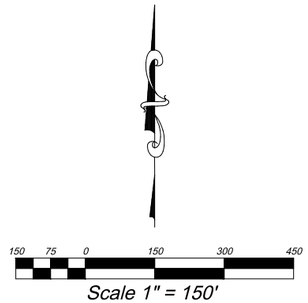
EAGLE MOUNTAIN UTAH

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

CONCEPT UTILITY PLAN

Scale: 1"=150'
Date: 11/03/21
C2





EROSION CONTROL NOTES:

1. EACH PHASE OF CONSTRUCTION WILL ADHERE TO THE FOLLOWING EROSION CONTROL PRACTICES
2. CONSTRUCT A SILT FENCE AROUND PERIMETER OF DOWNSTREAM PORTIONS OF EACH PHASE.
3. INSTALL A CONSTRUCTION ENTRANCE FOR EACH PHASE.
4. CONSTRUCT STORM DRAIN FACILITIES AND INSTALL INLET PROTECTION AFTER INSTALLATION.
5. IMPLEMENT DUST CONTROL MEASURES FOR EACH PHASE.
6. CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE.

REVISIONS

Rev.	Date	Description
1	11/30/21	REVISED PER DRC REVIEW COMMENTS
2	02/04/22	REVISED PER CITY COUNCIL COMMENTS
3	03/25/22	REVISED PER DRC REVIEW COMMENTS
4	04/07/22	REVISED PER CITY COUNCIL COMMENTS

Developer/Property Owner: KURT OSTLER
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EAGLE QUEST

EAGLE MOUNTAIN UTAH

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

CONCEPT GRADING, DRAINAGE & EROSION PLAN

Scale: 1"=150'
Date: 11/03/21
C3

Rezone &
Master Development Plan
Eagle Quest East

On April5th 2022 the Eagle Mountain City Council approved the **EAGLE QUEST EAST** rezone, and master development plan. with the following Conditions:

1. The two R2 lots located along the north edge of the property shall be zoned R3
2. A 20' wide midblock pedestrian connection, with 8' pedestrian path shall be provided through the R1 block located in the southeast corner of the project.
3. A community mailbox location in compliance with 16.35.150 shall be provided in the first phase of development, and subsequent locations shall be placed so no home is more than 1,320 feet from the nearest community mailbox location.
4. The Master Development Agreement shall include language that prohibits the transfer of density for any acreage included in a school or church site.
5. The East Park shall be replaced with ½ acre RD2 lots
6. The 10 lots adjacent to the Central Park shall be replaced with open space and the bulk of the amenities from the East Park
7. 2 lots north of the Southwest park shall be replaced with open space and additional neighborhood focused/scaled amenities shall be added to this park
8. Approval is conditional on the approval of an MDA
9. Church Sites (if any) shall be located in the R2 or R3 zones.

The City may require specific performance of Developer's obligations and the City may withhold issuance of any further approvals or permits with the project until the Developer has fully complied with these conditions of approval.

In no event shall the City be liable to the Developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

EAGLE MOUNTAIN CITY

Recoverable Signature

X Tayler Jensen

Signed by: 2107ea5d-429f-47b4-8b27-66a4e3f24ce7

Date: 5/11/2022

Attachments:

1) **Rezone Exhibit**

PRELIMINARY PLAT
NOTICE OF DECISION
Eagle Quest East

On April 19th the Eagle Mountain City Council approved the **Eagle Quest East Preliminary Plat**. The project contains seventeen (401) Residential lots on approximately 163 acres located North of Sunset Flats, with no conditions.

NEXT STEPS

Developer may now proceed with the following steps:

1. Submit a complete final plat application to the Planning Department for the development for review by the City Development Review Committee (DRC).
2. Schedule pre-construction meeting.
3. Record Plat
4. Submit building permit application(s).

The City may require specific performance of Developer's obligations and City may withhold issuance of any building permits or further approvals with the Project until Developer has fully complied with these conditions of approval.

In no event shall City be liable to developer, its successors or assigns, for any indirect, special, punitive, incidental or consequential damages, including, without limitation, lost profits, costs of delay, or liabilities to third parties.

This Preliminary Plat will expire two (2) years after approval on April 19th, 2024 if a final plat has not been approved (or under review) by the City Development Review Committee (DRC). An extension of time must be requested in writing and received by the Planning Department prior to the expiration date if an extension is legitimately needed. **The City does not send reminder notices or other notification of the pending expiration date. The action to request an extension is the responsibility of the proponent.**

EAGLE MOUNTAIN CITY

Recoverable Signature

X Tayler Jensen

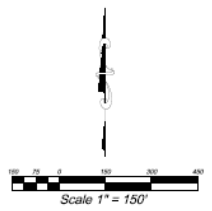
Tayler Jensen
Senior Planner
Signed by: 2107ea5d-429f-47b4-8b27-66a4e3f24ce7

Date: 05/11/2022

ATTACHMENTS

Exhibit A: Preliminary Plat





WATER MODELING NOTE

UTILITY NOTE

STREET LIGHT NOTE

REVISIONS		
NO.	DATE	
1	10/8/20	
2	10/9/20	
3	10/20/20	
4	11/2/20	

Developer/Property Owner: KUNT OSTLER
Phone: 801-971-2596

EXCEL ENGINEERING
David W. Peterson, P.E., License #250360
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504, david@excelcivil.com

EAGLE QUEST

EAGLE MOUNTAIN UTAH

D.K.P.

D.K.P.

D.K.P.

CONCEPT UTILITY PLAN

1" = 150'

10/8/20

C2

LANDSCAPE PLAN SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:

1. Site Conditions
2. Guarantees
3. Maintenance
4. Soil Amendments
5. Fine Grading
6. Landscape Edging
7. Furnish and Installing Plant
8. Turf Planting
9. Weed Barrier

1.2 SITE CONDITIONS

A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents are at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.

B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.

C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.

1.3 PERMITS

A. Blue Stake / Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.

1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY

A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.

1.5 FINAL INSPECTION

A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.

1.6 LANDSCAPE SUBSTANTIAL COMPLETION

A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.

1.7 MAINTENANCE

A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-guying and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.

1.8 GUARANTEE

A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee

PART II - PRODUCTS

2.1 LANDSCAPE MATERIALS

A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.

B. Tree Wrap: Tree wrap is not to be used.

C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.

D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.

E. Tree, Shrub, and Grass Backfill Mixture; Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.

F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:

a. PH: 5.5-7.5

b. EC (electrical conductivity): < 2.0 mmhos per centimeter

c. SAR (sodium absorption ration): < 3.0

d. % OM (percent organic matter): >1%

e. Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%, Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.

G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial sod farm shall be used. Only use sod from a single source.

H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:

a. Washed mortar sand free of organic material.

b. Portland Cement (see concrete spec. below for type)

c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.

d. Only potable water for mixing.

I. Landscape Metal Edging: 5.5" steel edging with 18" dowels into the ground for stabilization.

PART III - EXECUTION

3.1 GRADING

A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.

B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaced. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.

C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.

3.2 TURF GRADING

A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.

B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.

3.3 PLANTING OPERATIONS

A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.

B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.

C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.

D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.

E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.

G. Plant immediately after removal of container for container plants.

H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.

I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.

J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a courser mix as required to establish finish grade as indicated on the drawings.

K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.

L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.

4. TURF - SOD LAYING

A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.

B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of ½ pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.

C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and installed within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blemishes. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as too completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.

D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.

E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the areas until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.

F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.

G. Apply water directly after laying sod. Rainfall is not acceptable.

H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.

I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc, until such time as the lawn is accepted by the Owner.

J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

3.5 WEED BARRIER

A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.

B. Cut weed barrier back to the edge of the plant rootball.

C. Overlap rows of fabric min. 6"

D. Stable fabric edges and overlaps to ground.

END OF SECTION

LANDSCAPE NOTES

INSTALLATION

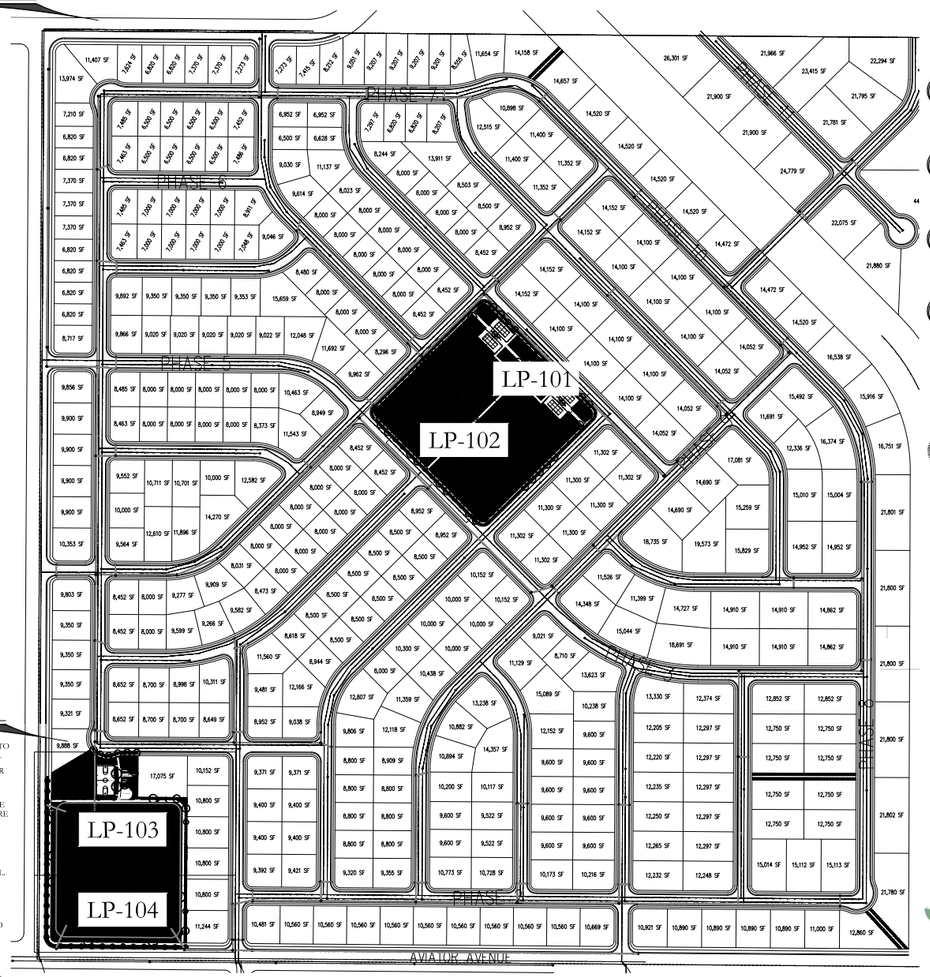
1. LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
2. DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
3. ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
4. SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.
5. SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL (MIXED PRIOR TO SPREADING WITH 2-3" OF QUALITY COMPOST) CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.
6. SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
7. EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-0' TREE RING OF THE SAME EDGING.
8. IF REQUIRED BY CITY OR OWNER SPECIFIED, DeWitt 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.
9. ROCK MULCH (INORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.
10. A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.
11. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE

INSTALLER RESPONSIBILITIES AND LIABILITIES

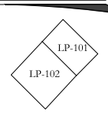
1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWELEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
2. LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

GRADING AND DRAINAGE REQUIREMENTS

1. AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
2. AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
3. A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
4. LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
5. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE
6. DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL; WHICHEVER DISTANCE IS GREATER

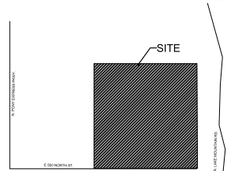


SHEET INDEX



LP-103
LP-104

VICINITY MAP



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
Ag'a	Ag'a	6	Amelanchier x grandiflora `Autumn Brilliance` `Autumn Brilliance` Serviceberry	B & B	Multi-trunked
Cr'i	Cr'i	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
GB'P	GB'P	18	Ginkgo biloba `Princeton Sentry` Princeton Sentry Gingko	B & B	2"Cal
Ma'm	Ma'm	4	Maackia amurensis `JFS-Schiectell` TM MaacNificent Maackia	B & B	2"Cal
MIS	MIS	14	Malus x `JFS KW214MX` TM Ivory Spear Crabapple	B & B	2"Cal
Qr'a	Qr'a	31	Quercus robur x alba `JFS-KW1QX` TM Street Spire Oak	B & B	2"Cal
Sy'b	Sr'b	32	Syringa reticulata `Bailnce` Snowdance Tree Lilac	B & B	2"Cal
Ul's'f	Us'f	6	Ulmus x `Frontier` Frontier Elm	B & B	2"Cal
Zs'g	Zs'g	17	Zelkova serrata `Green Vase` Green Vase `Zelkova	B & B	2"Cal

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
JCS	JCS	36	Juniperus chinensis `Spartan` Spartan Juniper	6` MIN.	
PA	PA	12	Picea abies Norway Spruce	6` MIN.	

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Cs'm	Cs'm	39	Cytisus scoparius `Moonlight` Moonlight Broom	5 gal
Ea'c	Ea'c	15	Euonymus alatus `Compactus` Compact Burning Bush	5 gal
P'gf	P'gf	15	Potentilla fruticosa `Goldfinger` Goldfinger Potentilla	5 gal
Px'c	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal
Rt'a	Rt'a	26	Rhus trilobata `Autumn Amber` Autumn Amber Sumac	5 gal

EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Cd'd	Cd'c	24	Cotoneaster dammeri `Coral Beauty` Coral Beauty Cotoneaster	5 gal
Js'd	Js'd	86	Juniperus sabina `Monard` TM Moor-dense Juniper	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Ca'k	Ca'k	276	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	1 gal
M'ML	M'ML	30	Miscanthus sinensis `Morning Light` Morning Light Maiden Grass	2 gal

SITE MATERIALS LEGEND

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
L-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
L-03	1.5" OQUIRRH GRAVEL OR APPROVED EQUAL PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
L-10	PLAYGROUND SURFACE. SOF`FALL ENGINEERED WOOD.	83.47 cy

ISSUE DATE	PROJECT NUMBER
4/12/2022	UT21139

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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7		

811 BLUE STAKES OF UTAH
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0' 100' 200' 400' 800'
GRAPHIC SCALE: 1" = 200'

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EAGLE MOUNTAIN, UTAH

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DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

PKJ DESIGN GROUP
Landscape Architecture / Planning / Development
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSED LANDSCAPE ARCHITECT JEREMY AINSWORTH 8128727-5301 PROFESSIONAL 04/12/2022 STATE OF UTAH

DRAWING INFO	
PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	4/12/2022

LANDSCAPE PLAN COVER

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-100



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
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SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
L-10	PLAYGROUND SURFACE. SOF'FALL ENGINEERED WOOD.	83.47 cy

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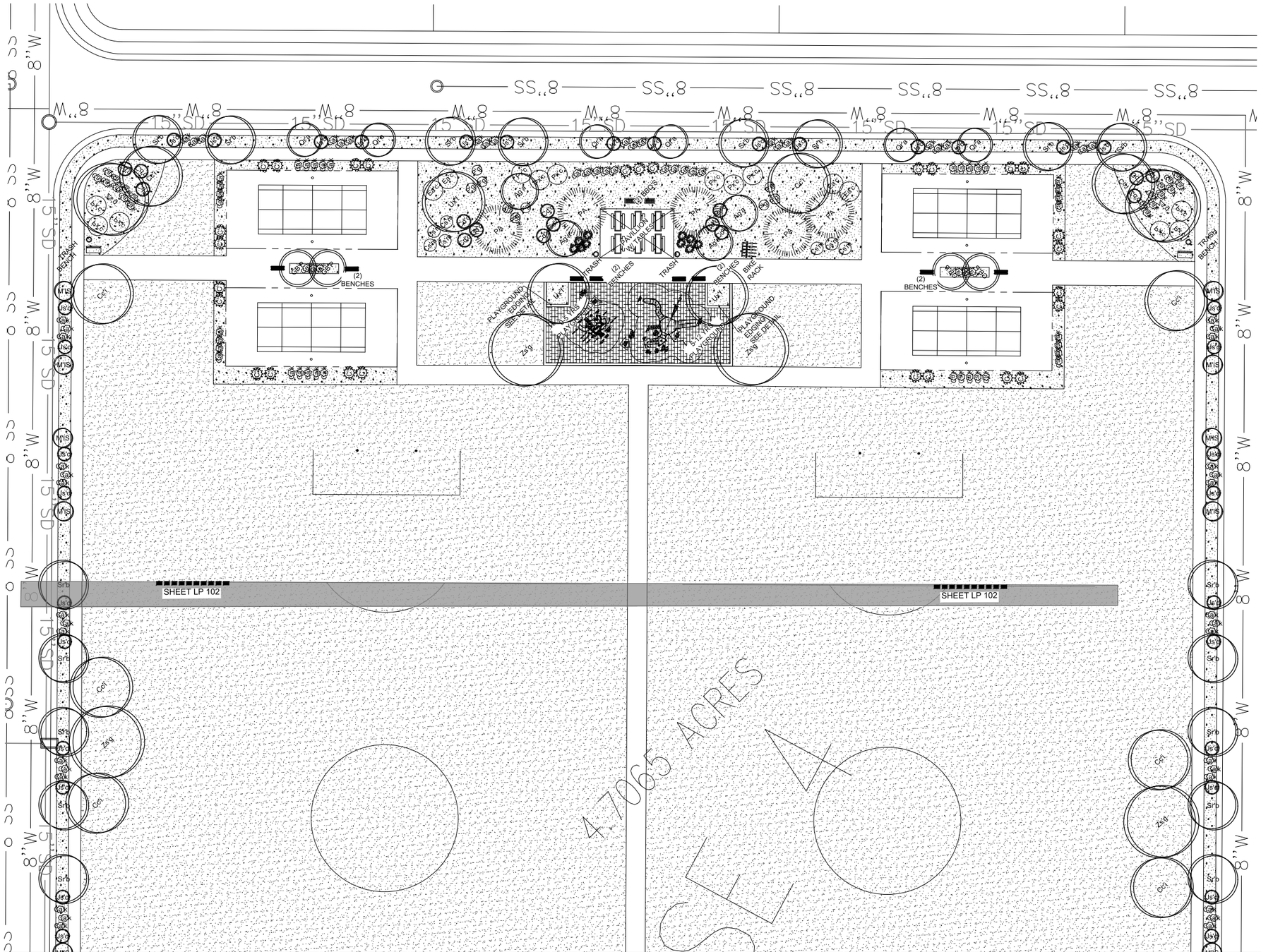
LICENSED LANDSCAPE ARCHITECT — JEREMY ANDREW ANDREWSEN — 8128127-5301 — 04/12/2022 — ELECTRONIC SEAL — STATE OF UTAH

DRAWING INFO
PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/12/2022

LANDSCAPE PLAN OVERALL

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-O



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
Ag'a	Ag'a	6	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
Cc'i	Cc'i	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
GB'P	GB'P	18	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Gingko	B & B	2"Cal
Ma'm	Ma'm	4	Maackia amurensis 'JFS-Schiectell' TM MaacNificent Maackia	B & B	2"Cal
M'IS	M'IS	14	Malus x 'JFS KW214MX' TM Ivory Spear Crabapple	B & B	2"Cal
Qr'a	Qr'a	31	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2"Cal
SY'b	Sr'b	32	Syringa reticulata 'Bailnce' Snowdance Tree Lilac	B & B	2"Cal
Ul'f	Ul'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal
Zs'g	Zs'g	17	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
JCS	JCS	36	Juniperus chinensis 'Spartan' Spartan Juniper	6` MIN.	
PA	PA	12	Picea abies Norway Spruce	6` MIN.	

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Cs'm	Cs'm	39	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal
Ea'c	Ea'c	15	Euonymus alatus 'Compactus' Compact Burning Bush	5 gal
P'gf	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal
Px'c	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal
Rt'a	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal

EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Cd'd	Cd'e	24	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal
Js'd	Js'd	86	Juniperus sabina 'Monard' TM Moor-dense Juniper	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Ga'k	Ca'k	276	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal
M'ML	M'ML	30	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal

SITE MATERIALS LEGEND

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
L-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
L-03	1.5" OQUIRRH GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
L-10	PLAYGROUND SURFACE. SOF'FALL ENGINEERED WOOD.	83.47 cy

ISSUE DATE: 4/12/2022 | PROJECT NUMBER: UT21139

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
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811 BLUE STAKES OF UTAH
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0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

EAGLE QUEST
EAGLE MOUNTAIN, UTAH

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

EXCEL ENGINEERING
DAVID W. PETERSON, P.E.
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www.pkjdesigngroup.com

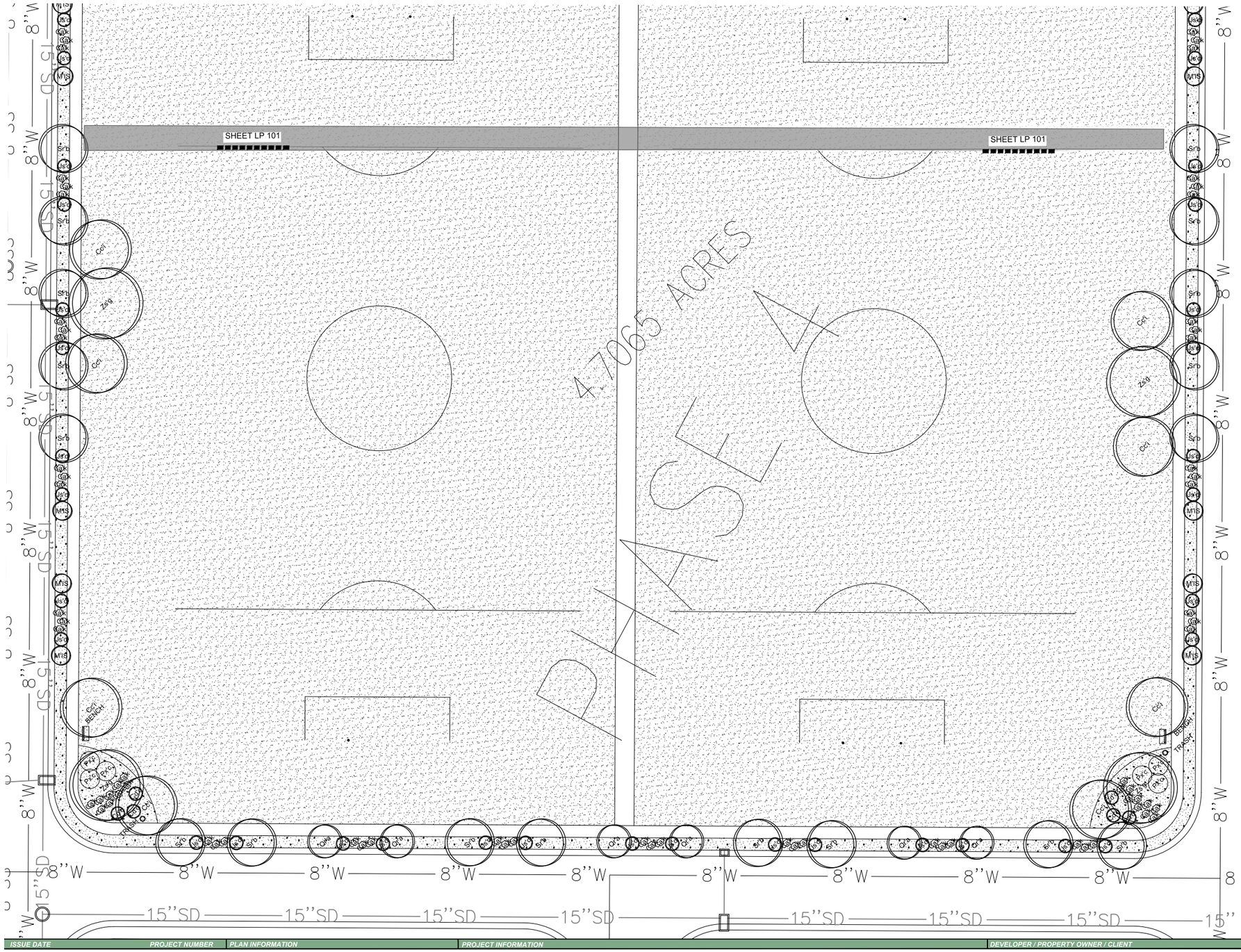
LICENSED LANDSCAPE ARCHITECT JEREMY ANDWORTH 812821-5301 04/12/2022 RENEWAL STATE OF UTAH

DRAWING INFO
PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/12/2022

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-101


SHEET LP 101
SHEET LP 101
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Ps'b
Js'd
Ga'k
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Ps'b
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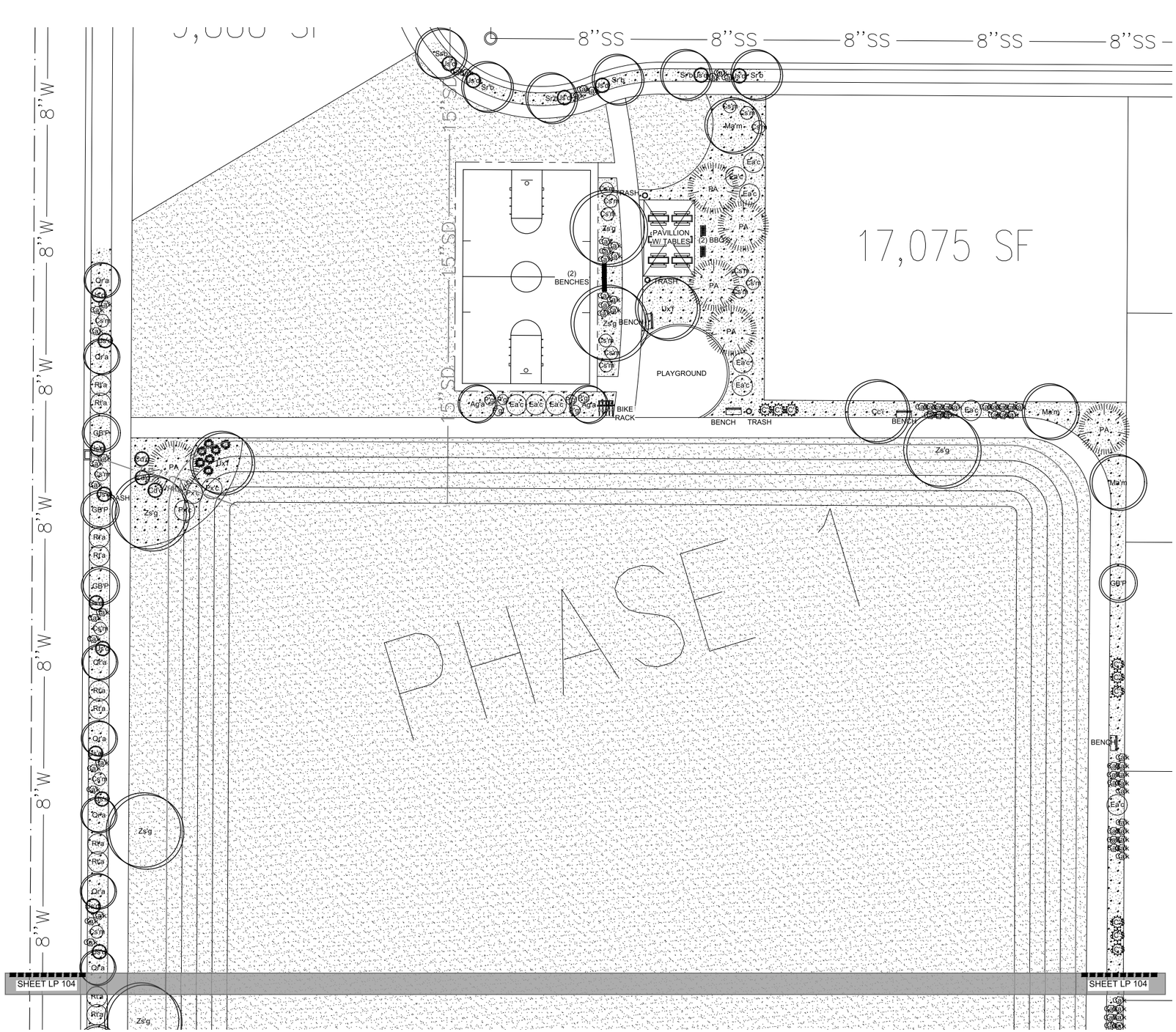
Js'd



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
Ag'a	Ag'a	6	Amelanchier x grandiflora `Autumn Brilliance` Autumn Brilliance Serviceberry	B & B	Multi-trunked
Cc't	Cc't	14	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
GB'P	GB'P	18	Ginkgo biloba `Princeton Sentry` Princeton Sentry Gingko	B & B	2"Cal
Ma'm	Ma'm	4	Maackia amurensis `JFS-Schiectell` TM MaacNificent Maackia	B & B	2"Cal
M'IS	M'IS	14	Malus x `JFS KW214MX` TM Ivory Spear Crabapple	B & B	2"Cal
Qr'a	Qr'a	31	Quercus robur x alba `JFS-KW1QX` TM Street Spire Oak	B & B	2"Cal
Sr'b	Sr'b	32	Syringa reticulata `Bailnce` Snowdance Tree Lilac	B & B	2"Cal
Ux't	Ux't	6	Ulmus x `Frontier` Frontier Elm	B & B	2"Cal
Zs'g	Zs'g	17	Zelkova serrata `Green Vase` Green Vase Zelkova	B & B	2"Cal

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
JC'S	JC'S	36	Juniperus chinensis `Spartan` Spartan Juniper	6` MIN.	
PA	PA	12	Picea abies Norway Spruce	6` MIN.	

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Cs'm	Cs'm	39	Cytisus scoparius `Moonlight` Moonlight Broom	5 gal
Ea'c	Ea'c	15	Euonymus alatus `Compactus` Compact Burning Bush	5 gal
P'gf	P'gf	15	Potentilla fruticosa `Goldfinger` Goldfinger Potentilla	5 gal
Px'c	Px'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal
Rt'a	Rt'a	26	Rhus trilobata `Autumn Amber` Autumn Amber Sumac	5 gal

EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Cd'd	Cd'c	24	Cotoneaster dammeri `Coral Beauty` Coral Beauty Cotoneaster	5 gal
Js'd	Jv'd	86	Juniperus sabina `Monard` TM Moor-dense Juniper	5 gal

GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Ca'k	Ca'k	276	Calamagrostis x acutiflora `Karl Foerster` Feather Reed Grass	1 gal
M'ML	M'ML	30	Miscanthus sinensis `Morning Light` Morning Light Maiden Grass	2 gal

SITE MATERIALS LEGEND

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
L-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
L-03	1.5" OQUIRRH GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	49,112 sf

SYMBOL	1 LANDSCAPE DESCRIPTION	QTY
L-10	PLAYGROUND SURFACE. SOF'FALL ENGINEERED WOOD.	83.47 cy

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0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

EAGLE QUEST
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT:
KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

EXCEL ENGINEERING
DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LANDSCAPE ARCHITECT / PLANNER:
PKJ DESIGN GROUP
Landscape Architecture & Planning, PLLC
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

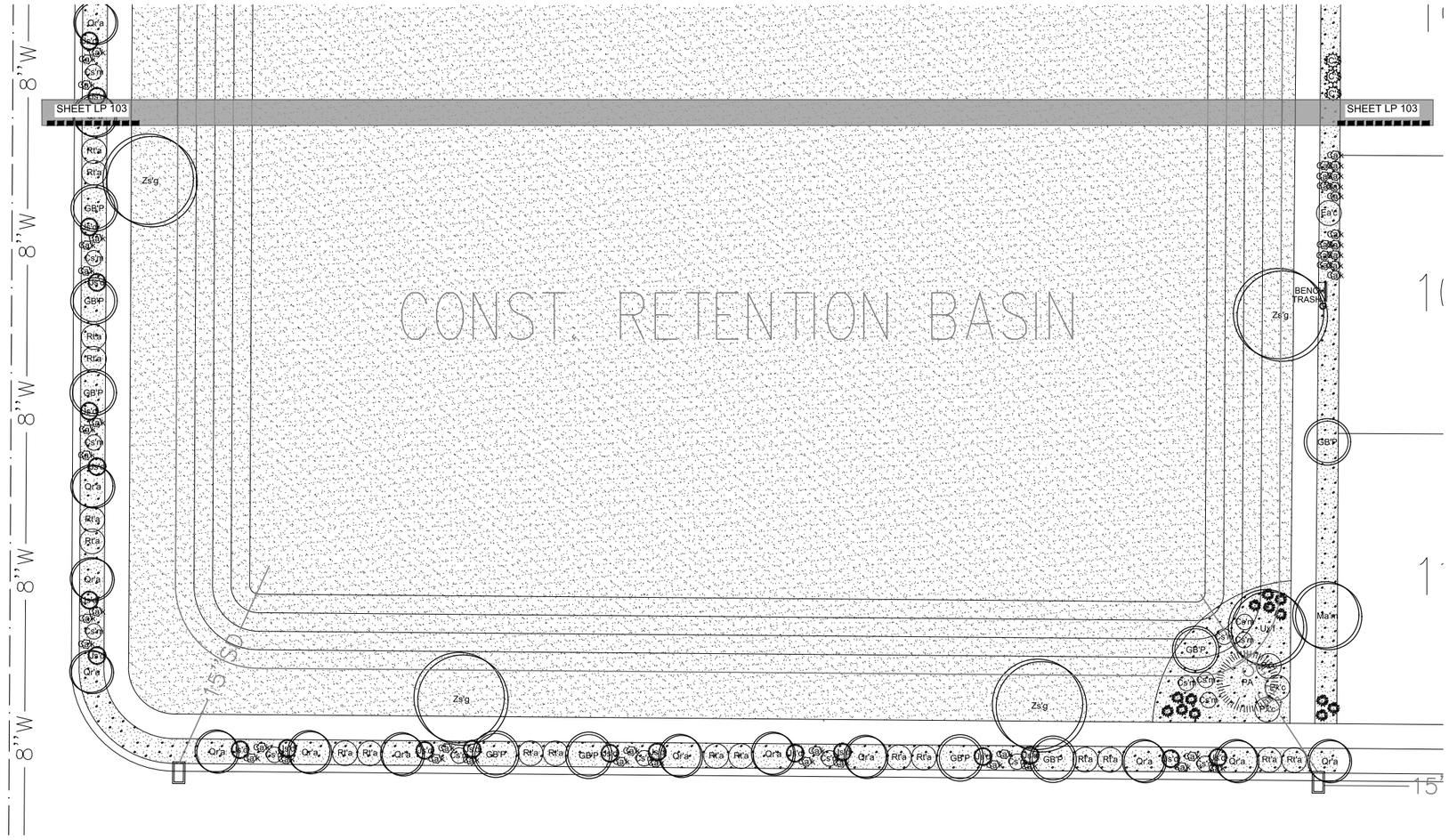
LICENSE STAMP: LICENSED LANDSCAPE ARCHITECT JEREMY AINSWORTH 8139121-5301 04/12/2022 STATE OF UTAH

DRAWING INFO
PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/12/2022

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-103



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
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Sr'b	Sr'b	32	Syringa reticulata `Bailnce` Snowdance Tree Lilac	B & B	2"Cal
Ut'f	Us'f	6	Ulmus x `Frontier` Frontier Elm	B & B	2"Cal
Zs'g	Zs'g	17	Zelkova serrata `Green Vase` Green Vase Zelkova	B & B	2"Cal

EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
JCS	JCS	36	Juniperus chinensis `Spartan` Spartan Juniper	6` MIN.	
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DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
Cs'm	Cs'm	39	Cytisus scoparius `Moonlight` Moonlight Broom	5 gal
Ea'c	Ea'c	15	Euonymus alatus `Compactus` Compact Burning Bush	5 gal
P'gf	P'gf	15	Potentilla fruticosa `Goldfinger` Goldfinger Potentilla	5 gal
Pa'c	Pa'c	24	Prunus x cistena Purple Leaf Sand Cherry	5 gal
Rt'a	Rt'a	26	Rhus trilobata `Autumn Amber` Autumn Amber Sumac	5 gal

EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
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SITE MATERIALS LEGEND

SYMBOL	L LANDSCAPE DESCRIPTION	QTY
L-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	334,975 sf
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SYMBOL	L LANDSCAPE DESCRIPTION	QTY
L-10	PLAYGROUND SURFACE. SOF'FALL ENGINEERED WOOD.	83.47 cy

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PLAN INFORMATION

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www.bluestakes.org

0' 10' 20' 40' 80'
GRAPHIC SCALE: 1" = 20'

PROJECT INFORMATION

EAGLE QUEST
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

LANDSCAPE ARCHITECT / PLANNER

EXCEL ENGINEERING
DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

PKJ DESIGN GROUP
Landscape Architecture & Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY ANDWORTH
812921-5301
04/12/2022
ELECTRONIC SIG.
STATE OF UTAH

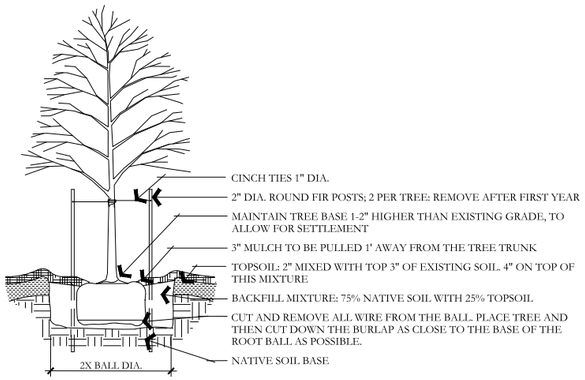
DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	4/12/2022

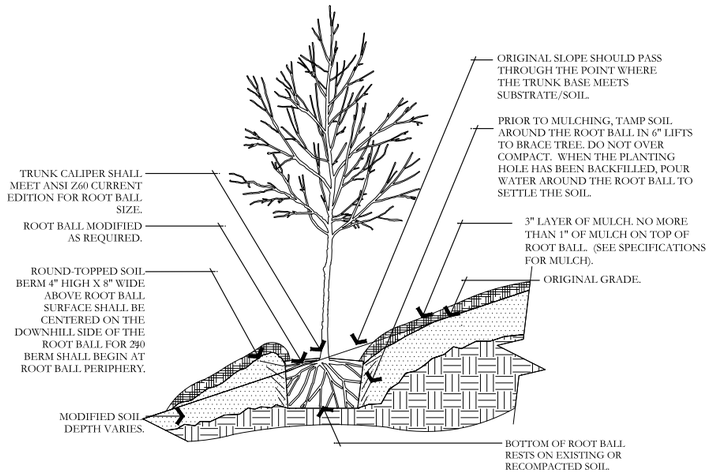
LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

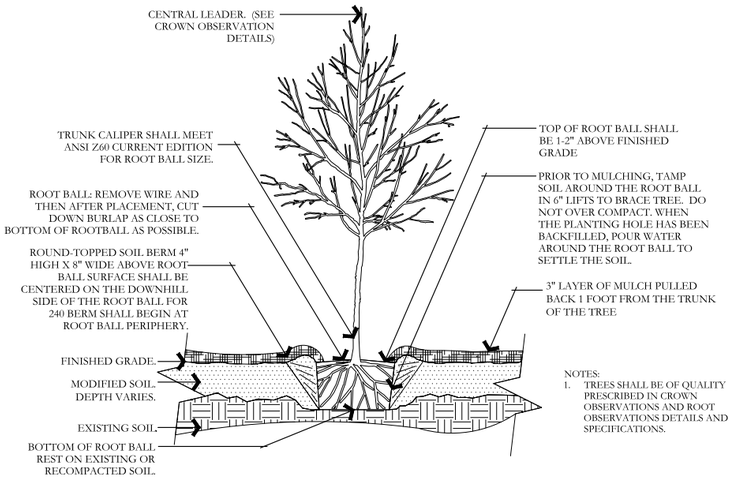
LP-104



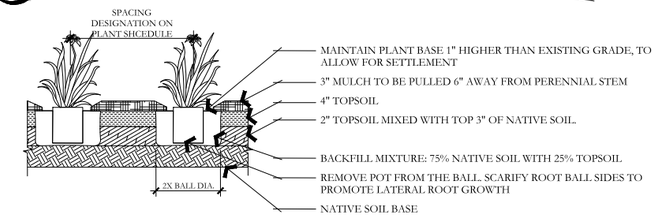
A DECIDUOUS TREE PLANTING
NOT TO SCALE
PKJ DESIGN GROUP



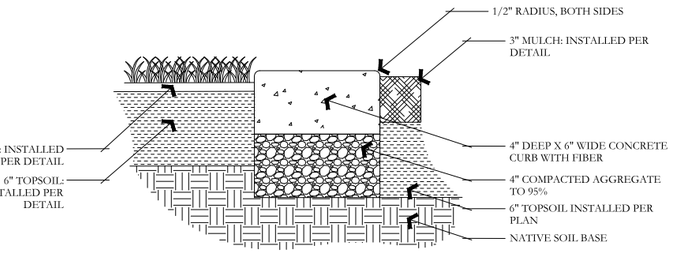
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE
PKJ DESIGN GROUP



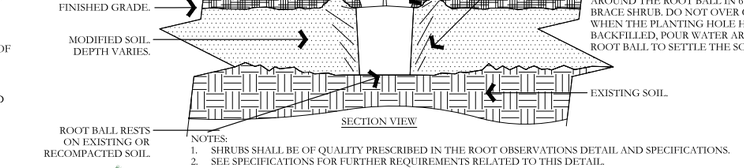
C TREE W/ BERM (EXISTING SOIL MODIFIED)
NOT TO SCALE
PKJ DESIGN GROUP



F PERENNIAL PLANTING
NOT TO SCALE
PKJ DESIGN GROUP

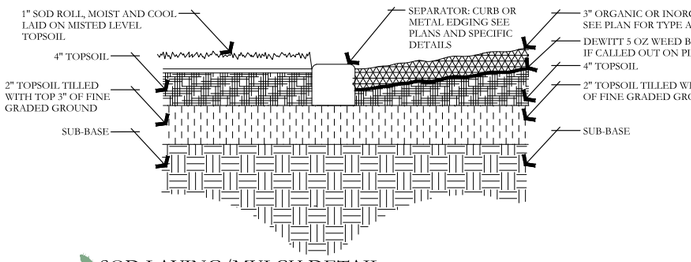


D EVERGREEN TREE PLANTING
NOT TO SCALE
PKJ DESIGN GROUP



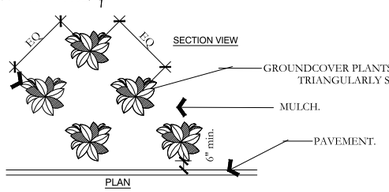
NOTES:
1. SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

E SHRUB - MODIFIED SOIL
NOT TO SCALE
PKJ DESIGN GROUP



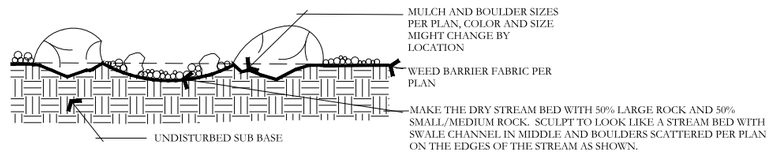
I SOD LAYING/MULCH DETAIL
NOT TO SCALE
PKJ DESIGN GROUP

G CONCRETE MOWCURB
NOT TO SCALE
PKJ DESIGN GROUP



NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION. THAT GROW
2- SMALL ROOTS AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

H PERENNIAL/GROUNDCOVER PLANTING
NOT TO SCALE
PKJ DESIGN GROUP



J BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE
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ISSUE DATE: 4/12/2022
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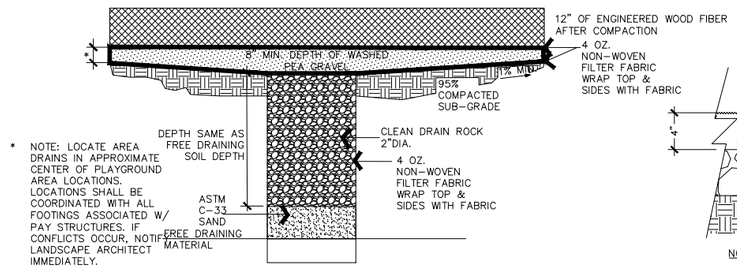
LICENSED LANDSCAPE ARCHITECT JEREMY ANDWORTH 8139121-5301 04/12/2022 STATE OF UTAH

DRAWING INFO
PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/12/2022

LANDSCAPE DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

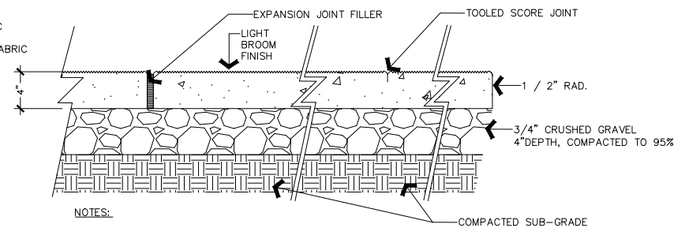
LP-501



O AREA DRAIN DETAIL

NOT TO SCALE

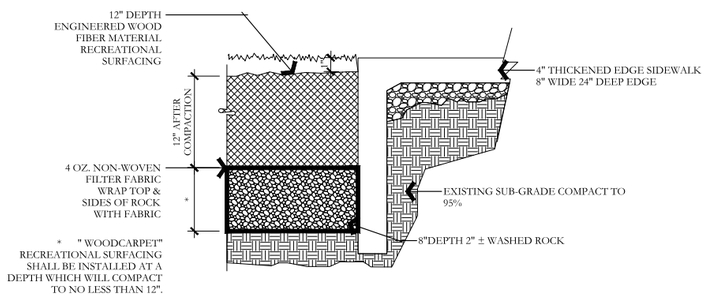
PKJ DESIGN GROUP



P CONCRETE FLATWORK DETAIL

NOT TO SCALE

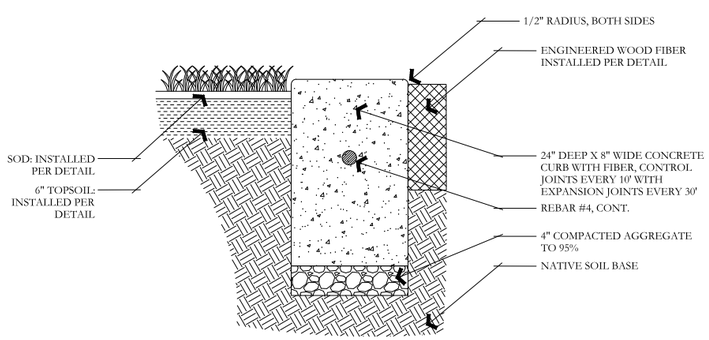
PKJ DESIGN GROUP



N ENGINEERED WOOD FIBER SAFETY SURFACING

NOT TO SCALE

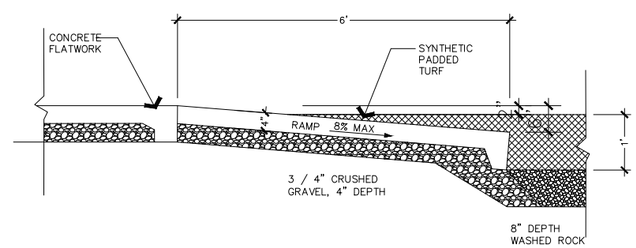
PKJ DESIGN GROUP



N PLAYGROUND EDGING

NOT TO SCALE

PKJ DESIGN GROUP



M ADA RAMP

NOT TO SCALE

PKJ DESIGN GROUP

ISSUE DATE	PROJECT NUMBER
4/12/2022	UT21139

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

PLAN INFORMATION

PROJECT INFORMATION

EAGLE QUEST
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

EXCEL ENGINEERING

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture / Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT JENAE ANSWORTH 8138121-5301 04/12/2022 ELECTRONIC SEAL STATE OF UTAH

DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	JMA
PLOT DATE:	4/12/2022

LANDSCAPE DETAILS

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-502

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **APRIL 18, 2023**		
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving an Interlocal Cooperation Agreement with Utah County for Everbridge Mass Notification Services.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	$7,841.12 Annually		
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Lianne Pengra, Recorder's Office

PRESENTED BY:
City Staff

RECOMMENDATION:
Staff recommends the City Council approve an interlocal cooperation agreement with Utah County for Everbridge Mass Notification Services, and authorize the mayor to sign the agreement.

BACKGROUND:
The City has been party to an interlocal agreement with Utah County for mass notification services through the County's agreement with Everbridge since 2015. The cost for each municipality participating in the interlocal agreement is calculated by population, which has not been updated since the agreement was initially approved. Based on the 2020 US Census numbers of 43,623 Eagle Mountain residents, the annual cost will increase from $5,330.83 to $7,841.12.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Interlocal Cooperation Agreement for Everbridge Mass Communication Services

Interlocal Agreement - Everbridge

RESOLUTION NO. R-_____-2023

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY FOR EVERBRIDGE MASS NOTIFICATION SERVICES

PREAMBLE

WHEREAS, mass notification services provide an important means to notify City residents of disasters, emergencies, and other important matters, thereby promoting the health, safety, and welfare of the residents of Eagle Mountain City; and

WHEREAS, Utah County has entered into an agreement for countywide mass notification services to promote the health, safety, and welfare of citizens residing in Utah County; and

WHEREAS, the City will benefit by reduced fees for mass notification services by entering into this Agreement while maintaining autonomy of notifications within the City; and

WHEREAS, Eagle Mountain City desires to enter into this Agreement to provide for the funding and use of the mass notification system.

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

1. The Interlocal Cooperation Agreement with Utah County for Everbridge Mass Notification Services, attached hereto as Exhibit A and incorporated herein, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of April, 2023.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18th day of April, 2023.

Those Voting Yes:	Those Voting No:	Those Excused:	Those Abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

Agreement No. 2023-___

MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT

THIS MASS NOTIFICATION INTERLOCAL COOPERATION AGREEMENT (hereinafter "Agreement"), is executed in duplicate this ____ day of _____, 2023, by and among **UTAH COUNTY**, a political subdivision of the State of Utah (hereinafter referred to as "County") and **ALPINE CITY, AMERICAN FORK CITY, CEDAR FORT TOWN, CITY OF CEDAR HILLS, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, FAIRFIELD TOWN, GENOLA CITY, GOSHEN CITY, HIGHLAND CITY, LEHI CITY, LINDON CITY, MAPLETON CITY, the CITY OF OREM, PAYSON CITY, PLEASANT GROVE CITY, PROVO CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, VINEYARD CITY, and WOODLAND HILLS CITY**, all municipal corporations and political subdivisions of the State of Utah, (the combined group of cities to be hereinafter collectively referred to as the "Cities" or "City" when used in the singular).

RECITALS

WHEREAS, mass notification services provide an important means to notify the citizens residing in the boundaries of Utah County of disasters, emergencies, and other important matters, thereby promoting the health, safety, and welfare of the citizens residing in Utah County; and

WHEREAS, the parties to this Agreement will benefit by reduced fees for mass notification services to the citizens of their respective jurisdictions by entering into this Agreement while maintaining autonomy of notifications in their respective jurisdictions; and

WHEREAS, the parties to this Agreement desire to benefit from the mass notification services provided in accordance with the Agreement and the cost savings associated therewith; and

WHEREAS, County has entered into an agreement more particularly described below for countywide mass notification services to promote the health safety and welfare of citizens residing in Utah County; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement to provide for the funding and use of the mass notification system; and

WHEREAS, the parties desire to set forth the terms of their agreement and the parties respective rights and obligations in this Agreement; and

WHEREAS, the parties and each of the Cities have approved this Agreement by resolutions adopted by their respective governing bodies;

NOW THEREFORE, in consideration of the covenants and promises contained herein, and

for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Agreement with Everbridge.** County has entered into Agreement No. 2023-211 with Everbridge, Inc., (the "Mass Notification Agreement"), in the form attached hereto as Exhibit A, allowing Cities to utilize the mass notification services provided by Everbridge. Upon entering into this interlocal agreement and payment of fees to County as provided herein, each city may participate in the Everbridge mass notification services as provided in the Mass Notification Agreement.

All Cities who are contracting with Everbridge prior to entering into this Agreement have the option to remain separate organizations within the Everbridge system as currently established and may continue to contact Everbridge directly with support needs for their organizations.

2. **Funding and Apportionment of Mass Notification Expenses.**

2.1 For the first year of the Mass Notification Agreement, each City without an existing mass notification provider will pay County their share of the Mass Notification Agreement contract price as stated in the last column of the attached Exhibit B.

In the first year of the Mass Notification Agreement, Cities with an existing mass notification provider, commencing upon the termination of their respective existing mass notification contracts will pay County their pro rata share of the Mass Notification Agreement price determined as follows: (number of days remaining in the first year of the Mass Notification Agreement/365) times the city's yearly contract price with the previous provider, or as otherwise determined and confirmed in writing between the City and County.

2.2 In the second and subsequent years of the Mass Notification Agreement, each City's pro rata share of the contract price of the Mass Notification Agreement will be based on the number of households in their respective jurisdictions divided by the total number of households in the jurisdictions of all parties to this Agreement, times the Mass Notification Agreement contract price. The number of households in a respective jurisdiction is determined as follows: Population divided by 2.4, multiplied by 1.1, equals total households. The population used in the formula will be determined by the most recent United States Census figures. All parties shall promptly pay County in advance for the next succeeding year for their respective shares of the Mass Notification Agreement contract price as provided in section 3.1. The percentage of the expenses due from each party will be recalculated in the event updated US Census figures are released during the term of this Agreement and will be effective for the next payment period. In the second year only, a city's pro rata share shall not exceed the amount stated in the last column of Exhibit B.

2.3 Any additional fees incurred by County or a Participating City, including fees

listed in the Mass Notification Agreement, will be paid by the County or Participating City incurring the fee or service, including but not limited to API connections, additional ORGS and training not listed in the quote, and new ORG implementation fees.

3. **Payment.**

3.1 The County shall send an invoice to each of the Cities for the amount of each City's payment to County for their respective share of the Mass Notification Agreement contract price. The County shall include a detail calculating each party's contract price share. A City's contract price share will be allocated as provided in the preceding section. Each party shall pay the County not less than thirty (30) days prior to commencement of the next contract year or within 30 days of receipt of an invoice from the County, whichever is later.

4. **Coordination.**

4.1 The parties shall meet at least annually to coordinate use of the mass notification services and to discuss issues regarding the services.

5. **Indemnification, Insurance, and Mass Notification Agreement Compliance.**

5.1 The parties shall maintain such liability insurance as they deem prudent and appropriate. The parties anticipate that the protections of the Utah Governmental Immunity Act, 63G-7-101 *et. seq*. will apply to any claims which may be made against any or all of the parties arising out of the use of the Mass Notification System. However, notwithstanding these protections, and without in any way waiving the defenses afforded by the Utah Governmental Immunity Act, 63G-7-101 *et.* seq., each party to this Agreement agrees to indemnify and hold harmless each and every other party from all claims for personal injuries or damage to property to the extent that such injuries or damages directly or indirectly arise out of that party's own acts or omissions. Nothing in this Agreement shall be construed as releasing, indemnifying or holding harmless any party to this agreement from liability for that party's own acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq*.) The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

5.2 All parties to this Agreement shall comply with all terms and conditions of the Mass Notification Agreement and will indicate their willingness to do so by signing the Mass Notification Agreement as a Participating City. By such signature as a Participating City, the city agrees to be bound by the terms and conditions of the Mass Notification Agreement only and does not make the City

a party to the Mass Notification Agreement.

5.3 In the event any party to this Agreement breaches any term or condition of the Mass Notification Agreement, and fails to timely cure any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non-breaching parties to this Agreement for all claims, injuries or damages resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7-101, *et. seq.*). The obligation of the parties to indemnify under this section, or as provided in any section of this Agreement, is limited to the limits of liability specified in the Governmental Immunity Act (Utah Code Section 63G-7-604), or as amended by statute or the state risk manager as provided by statute.

6. **Duration**. This Agreement shall be effective immediately upon the signature hereof by at least two named parties to this Agreement and shall remain in full force and effect as to all signatories to this Agreement for a period of five (5) years including any subsequent renewal of the Mass Notification Agreement on the same terms and conditions as the original agreement, or until such time as the Mass Notification Agreement is terminated, whichever is sooner.

7. **Interlocal Cooperation Act.** The following terms are included in the Agreement to comply with the requirements of the Interlocal Cooperation Act:

7.1 **Resolution.** This Agreement shall be authorized by resolution of the legislative bodies of the signatories hereto as required by Section 11-13-202.5 of the Interlocal Act.

7.2 **Purpose.** This Interlocal Cooperation Agreement has been established and entered into by the parties to provide mass notification services within Utah County.

7.3 **No Separate Entity, Administration.** The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the Utah County Clerk shall specify and further agrees that said books shall be open for examination by the signatories hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of any real property pursuant to this Agreement. The parties further agree that they will not acquire, hold, or dispose of any personal property pursuant to this Agreement.

7.4 **Financing.** There shall not be a separate budget to carry out the terms of this Agreement, but each party shall fund and pay for its respective responsibilities pursuant to this Agreement. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

7.5 **Filing.** A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act.

7.6 **Legal Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act.

7.7 **Termination.** Upon the termination of the Mass Notification Agreement, the parties will each pay County their pro rata share for the cost of any services due under the Mass Notification Agreement as determined in section 2.2.

7.8 **Equipment.** The parties will provide and maintain such equipment as they determine necessary for their own use of the mass notification services. Any equipment provided by a party shall remain the property of the party providing the equipment. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

8. **Interpretation of Agreement.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

9. **Amendments.** This Agreement may be amended, changed, modified or altered only by an instrument in writing which shall be (a) approved by Resolution of the governing or legislative body of each of the parties, (b) executed by a duly authorized official of each of the Parties, (c) submitted to an attorney for each party that is authorized to represent said party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and (d) filed in the official records of each party.

10. **No Presumption.** Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

11. **otices.** All notices, demands and other communications required or permitted to

be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties directed to their respective County Commission Chairman or City Mayors at their respective County and City Offices, or at such other addresses as may be designated by notice given hereunder.

12. **Assignment.** The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

13. **Utah Law.** This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. **Time of Essence.** Time shall be of the essence of this Agreement.

15. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

16. **Breach.** In the event that any party breaches this Agreement, a non-breaching party may serve the breaching party with a notice to cure the breach by certified mail, return receipt requested or personal delivery to the breaching party. The breaching party shall cure the breach within thirty days of receiving notice to cure, or if the breach is not capable of curing within thirty days, commence corrective action within thirty days and diligently pursue correction of the breach until the breach is cured. Failure to cure or diligently pursue corrective action constitutes a breach.

17. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the Covenants section of this Agreement as if fully set forth herein.

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

19. **Mass Notification Agreement.** The parties to this Agreement shall not violate, breach or cause the violation or breach of any term, condition or provision of the Mass Notification Agreement.

20. **Conflict.** This Agreement is subject to the terms, provisions and conditions of the Mass Notification Agreement and all applicable state and federal laws, rules, and regulations. In the event of any conflict between any term of this Agreement and the Mass Notification Agreement, the Mass Notification Agreement shall govern. The parties to this Agreement shall comply with all applicable state and federal laws, rules, and regulations.

21. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

22. **Force of Nature.** The parties to this Agreement shall not hold any other parties liable for damages or otherwise responsible in any way if any party is prevented from the

performance of this Agreement by reason of acts of God, riot, strike, fire, weather, illness, war, lock-up, energy shortages, or illegality.

23. **Severability**. If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

24. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which together shall be considered as one agreement.

25. **Third Party Beneficiaries**. This Agreement governs the rights and liabilities of the signatories to this Agreement only. No third-party beneficiaries are created, or intended to be created by this Agreement for any person or entity not a signatory to this Agreement.

[Signatures on the following page]

SIGNED and ENTERED INTO this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
AMELIA POWERS GARDNER
Chairman, Board of Utah County Commissioners

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Utah County Clerk

REVIEWED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Utah County Attorney

SIGNED and ENTERED INTO this _____ day of_____, 2023.

EAGLE MOUNTAIN CITY

By: _____
Mayor

ATTEST AND COUNTERSIGN:

_____
City Recorder

Reviewed as to proper form and
Compliance with applicable law:

_____
City Attorney

Population Calculated using 2020 US Census

City	Population	Total Households (Including Business)	% of Utah County households	Cost Share of $118,525/Annually by households
Alpine	10251	4,698	0.016	$1,842.59
American Fork	33337	15,279	0.051	$5,992.24
Cedar Fort	430	197	0.001	$77.29
Cedar Hills	10019	4,592	0.015	$1,800.89
Draper		0	0.000	$0.00
Eagle Mountain	43623	19,994	0.066	$7,841.12
Elk Ridge	4874	2,234	0.007	$876.09
Fairfield	161	74	0.000	$28.94
Genola	1593	730	0.002	$286.34
Goshen	982	450	0.001	$176.51
Highland	19348	8,868	0.029	$3,477.75
Lehi	75907	34,791	0.115	$13,644.08
Lindon	11397	5,224	0.017	$2,048.58
Mapleton	11365	5,209	0.017	$2,042.83
Orem	98129	44,976	0.149	$17,638.43
Payson	21101	9,671	0.032	$3,792.85
Pleasant Grove	37726	17,291	0.057	$6,781.15
Provo	115162	52,783	0.175	$20,700.06
Salem	9298	4,262	0.014	$1,671.29
Santaquin	13725	6,291	0.021	$2,467.03
Saratoga Springs	37696	17,277	0.057	$6,775.76
Spanish Fork	42602	19,526	0.065	$7,657.60
Springville	35268	16,165	0.053	$6,339.33
Vineyard	12543	5,749	0.019	$2,254.57
Woodland Hills	1558	714	0.002	$280.05
Utah County Uninc.	11308	5,183	0.017	$2,032.58
Utah County Add-Ons				$2,500.00
				$121,025.93

Everbridge Formula = (Population) divided by (2.4) Multiplied by (1.1) = Households including businesses..... Multiplied by .46 = Annual Cost

Total Utah County Households (Including Business Factor) = 302,224

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**		
TITLE:	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.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:			
APPLICANT:	City Staff		
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
No

PREPARED BY:
Kimberly Ruesch, Admin

PRESENTED BY:
Kimberly Ruesch, Finance Director

RECOMMENDATION:

BACKGROUND:
The purpose of the amended interlocal agreement is to allow the City to submit documentation to Utah County for reimbursement on the completed Pony Express Parkway Widening Phase 3 project.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Amended Interlocal Cooperation Agreement for Pony Express Pkwy Widening Ph 3

Eagle Mountain Pony Express Widening Phase 3 Interlocal Amendment

RESOLUTION NO. R-_____-2023

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

PREAMBLE

WHEREAS, Utah County (Project Manager) and Eagle Mountain City (Project Sponsor) desired to facilitate the construction of a road widening project known as the Pony Express Parkway Widening Phase 3 project;

WHEREAS, if a project is within multiple jurisdictions and/or agencies, one jurisdiction or agency will enter into an interlocal agreement and interface with the Program Manager as the Project Sponsor; and

WHEREAS, Eagle Mountain City and Utah County (the Parties) entered into an Interlocal Cooperation Agreement for this purpose on December 17, 2019; and

WHEREAS, the Parties wish to amend Section 4 Effective Date; Duration, as described in Exhibit A.

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

1. The Amendment to the Interlocal Cooperation Agreement with Utah County for the Pony Express Parkway Widening Phase 3 Project, attached hereto as Exhibit A, is hereby approved.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of April, 2023.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18th day of April, 2023.

Those Voting Yes:	Those Voting No:	Those Excused:	Those Abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

AGREEMENT NO. 2023-_____

FIRST AMENDMENT TO INTERLOCAL AGREEMENT 2019-928 BETWEEN UTAH COUNTY, UTAH, AND THE EAGLE MOUNTAIN CITY FOR THE PONY EXPRESS PKWY WIDENING PHASE 3 PROJECT

On this ____ day of April 2023, this First Amendment is made to the Interlocal Agreement 2019-928 between UTAH COUNTY, a political subdivision of the State of Utah, with principle offices located at 100 East Center St, Suite 2300, Provo, Utah 84606 ("County" and "Program Manager") and EAGLE MOUNTAIN CITY, a political subdivision of the State of Utah, with principle offices located at 1650 East Stage Coach Run, Eagle Mountain City, Utah, 84005 ("City" and "Project Sponsor"); and

WHEREAS, County and City entered into Agreement No. 2019-928; and

WHEREAS, County and City now desire to amend Agreement No. 2019-928 on account of additional time needed for the Pony Express Widening Phase 3 Project.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City hereby amend Agreement No. 2019-928 as follows:

> Section 6 EFFECTIVE DATE; DURATION is amended to read:
> "This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of the Program Manager and the Project Sponsor. The term of this Agreement shall be from the date of execution of Agreement 2019-928 until the terms and obligations identified therein are completed, but in no event longer than 4 years from the execution date."

The remaining portions and all remaining paragraphs of Agreement No. 2019-928 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

_____
AMELIA POWERS GARDNER, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy County Attorney

EAGLE MOUNTAIN CITY
Authorized by Resolution No.
This ____ day of April, 2023.

EAGLE MOUNTAIN CITY
UTAH COUNTY, UTAH

_____
Mayor

ATTEST:

_____
City Recorder

REVIEWED AS TO FORM AND
COMPATIBILITY WITH APPLICABLE
LAW:

By: _____
City Attorney

	EAGLE MOUNTAIN CITY **CITY COUNCIL MEETING** **APRIL 18, 2023**		
TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the 2022 Municipal Wastewater Planning Program Annual Report.		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	N/A		
APPLICANT:			
GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**

PUBLIC HEARING:
Yes

PREPARED BY:
Mack Straw, Public Works

PRESENTED BY:
Mack Straw

RECOMMENDATION:
Staff recommends that the City Council adopt a resolution of Eagle Mountain City, Utah approving the 2022 Municipal Wastewater Planning Program,

BACKGROUND:
This is an overview of the wastewater plant operations and collection system.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:
RES--Municipal Wastewater Planning Program Annual Report
2022 Municipal Wastewater Planning Program Annual Report

RESOLUTION NO. R-_____-2023

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE 2022 MUNICIPAL WASTEWATER PLANNING PROGRAM ANNUAL REPORT

PREAMBLE

WHEREAS, Utah Administrative Code requires political subdivisions which receive assistance for a wastewater project to participate annually in the Municipal Wastewater Planning Program; and

WHEREAS, Eagle Mountain City desires to approve the 2022 Municipal Wastewater Planning Program Annual Report, as prepared in Exhibit A.

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

1. The 2022 Municipal Wastewater Planning Program Annual Report, as attached hereto as Exhibit A, is hereby approved.

2. This Resolution shall be effective upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of April, 2023.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18th day of April, 2023.

Those Voting Yes:	Those Voting No:	Those Excused:	Those Abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2022
EAGLE MOUNTAIN CITY

Thank you for filling out the reqested information. Please let DWQ know when it is approved by the Council.

Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

Download PDF

SUBMIT BY APRIL 15, 2023

Are you the person responsible for completing this report for your organization?

- (●) **Yes**
- ( ) No

This is the current information recorded for your facility:

Facility Name:	EAGLE MOUNTAIN CITY
Contact - First Name:	Mack
Contact - Last Name:	Straw
Contact - Title	Public Utilities Manager

Contact - Phone:	801-789-6678
Contact - Email:	mstraw@emcity.org

Is this information above complete and correct?

- (●) **Yes**
- ( ) No

Your wastewater system is described as Collection, Mechanical Treatment & Financial:

Classification: COLLECTION
Grade: III

(if applicable)

Classification: TREATMENT
Grade: III

Is this correct?
WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

- (●) **Yes**
- ( ) No

Click on a link below to view a previous year's examples of sections in the survey:
(Your wastewater system is described as Collection, Mechanical Treatment & Financial)

MWPP Collection System.pdf
MWPP Discharging Lagoon.pdf
MWPP Financial Evaluation.pdf
MWPP Mechanical Plant.pdf
MWPP Non-Discharging Lagoon.pdf

Will multiple people be required to fill out this form?

- (●) **Yes**
- ( ) No

Please update the information for the person in charge of filling out each section.

	Email ex. john@email.com	Name (first and last)	Notes These notes will be sent in the invite email
Financial Evaluation	kruesch@emcity.org	Kimberly Ruesch	Please review answer and add new information
Collection System	bkinder@emcity.org	Brody Kinder	Please review and update information
Mechanical	bkinder@emcity.org	Brody Kinder	Please review and update information
Review, sign and submit	mstraw@emcity.org	Mack Straw	

Click 'Yes' to send an email to each responsible person with the notes you've included (if any) with a link to the forms and to receive updates

- (●) **Yes, send the link to this form for the next person to fill out.**
- ( ) Continue filling out the form myself and send the link to others later.

Financial Evaluation Section

Form completed by:

Kimberly Ruesch

Part I: GENERAL QUESTIONS

	Yes	No
Are sewer revenues maintained in a dedicated purpose enterprise/district account?	◉	○

	Yes	No
Are you collecting 95% or more of your anticipated sewer revenue?	◉	○
Are Debt Service Reserve Fund[6] requirements being met?	◉	○

What was the annual average User Charge[16] for 2022?

45.75

Do you have a water and/or sewer customer assistance program * (CAP)?

◉ **Yes**

○ No

Part II: OPERATING REVENUES AND RESERVES

	Yes	No
Are property taxes or other assessments applied to the sewer systems[15]?	○	◉

	Yes	No
Are sewer revenues[14] sufficient to cover operations & maintenance costs[9], and repair & replacement costs[12] (OM&R) at this time?	○	◉
Are projected sewer revenues sufficient to cover OM&R costs for the ***next five years***?	◉	○
Does the sewer system have sufficient staff to provide proper OM&R?	◉	○
Has a repair and replacement sinking fund[13] been established for the sewer system?	○	◉
Is the repair & replacement sinking fund sufficient to meet anticipated needs?	○	◉

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

	Yes	No
Are sewer revenues sufficient to cover all costs of current capital improvements[3] projects?	○	◉
Has a Capital Improvements Reserve Fund[4] been established to provide for anticipated capital improvement projects?	◉	○
Are projected Capital Improvements Reserve Funds sufficient for the ***next five years***?	○	◉
Are projected Capital Improvements Reserve Funds sufficient for the ***next ten years***?	○	◉
Are projected Capital Improvements Reserve Funds sufficient for the ***next twenty years***?	○	◉

Part IV: FISCAL SUSTAINABILITY REVIEW

	Yes	No

	Yes	No
Have you completed a Rate Study[11] within the last five years?	◉	○
Do you charge Impact fees[8]?	◉	○

2022 Impact Fee (if not a flat fee, use average of all collected fees) =

$1,366.00

	Yes	No
Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?	○	◉
Do you maintain a Plan of Operations[10]?	◉	○
Have you updated your Capital Facility Plan[2] within the last five years?	◉	○

	Yes	No
Do you use an Asset Management[1] system for your sewer systems?	◉	○

Describe the Asset Management System (check all that apply)

- [x] **Spreadsheet**
- [x] **GIS**
- [x] **Accounting Software**
- [ ] Specialized Software
- [ ] Other

	Yes	No
Do you know the total replacement cost of your sewer system capital assets?	○	◉

	Yes	No
Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?	○	◉
What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?	○	◉

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

0

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Increase Capacity
2023	6,120,000	☐	☐	☑
2023 thru 2027	35,000,000	☐	☐	☑
2028 thru 2032		☐	☐	☐

2033 thru 2037	Cost	☐	Purpose of Improvements	☐	
2038 thru 2042	Please enter a valid numerical value	☐	Replace/Restore	☐	New Technology	☐	Increase Capacity

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☑ **Yes**

This is the end of the Financial section. What would you like to do next?

◉ **This entire section is complete. Send the link to the next person in charge.** ***(Once you Save & Continue, you will no longer be able to use the same link to view/edit your responses).***

○ I will continue to fill out/review the next section myself.

Collections System Section

Form completed by:
May Receive Continuing Education /units (CEUs)

Mack Straw, Brody Kinder

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

42"

What is the average depth of the collection system (in feet)?

10

What is the total length of sewer pipe in the system (length in miles)?

145

How many lift/pump stations are in the collection system?

5

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

2000 GPM @ 40 FT of Head

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

- ○ Yes
- ◉ **No**

What year was your collection system first constructed (approximately)?

1998

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

2020

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1- a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

(a) affects more than five private structures;
(b) affects one or more public, commercial or industrial structure(s);
(c) may result in a public health risk to the general public;
(d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
(e) discharges to Waters of the state.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2022

	Number
Number of Class 1 SSOs in Calendar year	0
Number of Class 2 SSOs in Calendar	

year

0
Number

Please indicate what caused the SSO(s) in the previous question.

N/A

Please specify whether the SSOs were caused by contract or tributary community, etc.

N/A

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

- ○ Yes
- ◉ **No**

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

- ○ Yes
- ◉ **No**

Number of new commercial/industrial connections in the last year

17

Number of new residential sewer connections added in the last year

2,500

Equivalent residential connections[7] served

15,098

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

3

Approximate population served

55,000

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Mack Straw, Brody Kinder	IV	bkinder@emcity.org

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma

	Name separate by comma
SLS[17] Grade I:	
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	
Collection Grade IV:	Mack Straw, Brody Kinder

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS[17] Grade I:	
Collection Grade I:	Fred Garbett
Collection Grade II:	Dallan Harris
Collection Grade III:	
Collection Grade IV:	
No Current Collection Certification:	Jacob Hansen

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

- (●) **Yes**
- ( ) No

Part V: FACILITY MAINTENANCE

	Yes	No
Have you implemented a preventative maintenance program for your collection system?	(●)	( )

	Yes	No
Have you updated the collection system operations and maintenance manual within the past 5 years?	◉	○
Do you have a written emergency response plan for sewer systems?	◉	○
Do you have a written safety plan for sewer systems?	◉	○
Is the entire collections system TV inspected at least every 5 years?	◉	○
Is at least 85% of the collections system mapped in GIS?	◉	○

Part VI: SSMP EVALUATION

	Yes	No
Has your system completed a Sewer System Management Plan (SSMP)?	◉	○
Has the SSMP been adopted by the permittee's governing body at a public meeting?	◉	○
Has the completed SSMP been public noticed?	◉	○
During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?	○	◉

Date of Public Notice

04/18/2023

During 2022, was any part of the SSMP audited as part of the five year audit?

- ○ Yes
- ◉ **No**

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

- ◉ **Yes**
- ○ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

The system is in good operation. All but one lift stations are working at best performance. One lift station as a suction line that needs to be repaired on just one of the pumps. We are currently getting bids to get it fixed

What sewerage system capital improvements[3] does the utility need to implement in the next 10 years?

Lining of some RCP pipe on our fallout line in Saratoga Springs, will most likely need to happen.

What sewerage system problems, other than plugging, have you had over the last year?

Settling around some manholes and lines.

Is your utility currently preparing or updating its capital facilities plan[2]?

- ◉ **Yes**

- ◯ No

Does the municipality/district pay for the continuing education expenses of operators?

- ◉ **100% Covered**
- ◯ Partially cover
- ◯ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

- ◉ **Yes**
- ◯ No

Any additional comments?

N/A

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

- ☑ **Yes**

This is the end of the Collection System section, what would you like to do next?

- ◉ **This entire section is complete. Send the link to the next person in charge.** *(Once you Save & Continue, you will no longer be able to use the same link to view/edit your responses).*
- ◯ I will continue to fill out/review the next section

myself.

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.



Has this been adopted by the council? If no, what date will it be presented to the council?

- ○ Yes
- ◉ **No**

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

04/18/2023

Please log in.

Email

PIN

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. Completion of the collection section meets the annual reporting requirement for the USMP. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

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EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code, Section 17.60.160 Zone Transitions.
ITEM TYPE:	Development Code Amendment
FISCAL IMPACT:	None
APPLICANT:	Caleb Beck, ARCO Murray

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
N/A	N/A	N/A	City-wide

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:

BACKGROUND:
EMMC contains a list of various zones and which compatible buffer zones may be located near a particular zone. As an example, the CR zone is compatible next to the MF1, MF2, CC, MEC, OP, LMD, and OS-I zones. The proposed code amendment permits the City Council to make rare exceptions to the list of buffer zones.

ITEMS FOR CONSIDERATION:
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.

REQUIRED FINDINGS:
Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & Utah State Code 10-9a-501.

PLANNING COMMISSION ACTION/RECOMMENDATION:
The Planning Commission recommends 4-1, that the City Council approve the amendment to EMMC regarding buffer standards with the following conditions:
1. The City work with the applicant to revise the amendment to Zone Transitions as presented by staff with the additional suggestion that City staff and the applicant work with the City Council to identify ways to make the code narrower and more specific in scope.

ATTACHMENTS:

ORD--EMMC 17.60.160 Zone Transitions

EMMC 17.60.160 Zone Transitions - Applicant-proposed & Alternate Amendments

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE SECTION 17.60.160 ZONE TRANSITIONS

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Section 17.60.160 Zone Transitions, as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Section 17.60.160 Zone Transitions.

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 18th day of April, 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 18th day of April, 2023.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Applicant's Proposal

Add Flexibility/Exception Language to the Zone Transitions

Strict “one-size-fits-all” codes should leave room for some level of flexibility to respond to unique situations. This option provides that flexibility without leaving the door wide open and/or without setting a precedent. See proposed text in red.

17.60.160 Zone transitions.

The zone transition table found in Table 17.60.160(1) below identifies the compatible zones that may be adjacent to each zone. Each column is defined as:

A. Zone. The existing or proposed zone designation for the subject property.

B. Compatible Buffer. The permitted zones for land adjacent to the zone identified in the first column.

C. General Plan Category Compatibility. The future land use designation in the general plan that the zone identified in the first column may be located within.

The “Zone Legend,” “Overlay Zone Legend,” and “General Plan Categories” found in Table 17.60.160(2) below are provided for reference. 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.

Table 17.60.160(1)

ZONE	COMPATIBLE BUFFER	GENERAL PLAN CATEGORY COMPATIBILITY
AG	RA1, RA2, RD1, RD2, FR, MEC, OS-I, OS-N	ARD1, ARD2, FR, OS, PO
RA1	AG, RA2, OS-I, OS-N	ARD1
RA2	AG, RA1, RD1, OS-I, OS-N	ARD1
RD1	AG, RA2, RD2, OS-I, OS-N	ARD2
RD2	AG, RD1, FR, R1, OS-I, OS-N	ARD2
FR	AG, RD2, R1, CN, OS-I, OS-N	FR
R1	RD2, FR, R2, CN, OS-I, OS-N	NR1
R2	R, R3, CN, OS-I, OS-N	NR1
R3	R2, RC, CN, OS-I, OS-N	NR1

Table 17.60.160(1)		
ZONE	**COMPATIBLE BUFFER**	**GENERAL PLAN CATEGORY COMPATIBILITY**
RC	R3, MF1, MF2, CN, CC, OS-I, OS-N	NR2
MF1	RC, MF2, CN, CC, CR, CS, OS-I, OS-N	NR2, CC, CR
MF2	RC, MF1, CN, CC, CR, MEC, OP, CS, OS-I, OS-N	NR3, CC, CR, TCM
CN	FR, R1, R2, R3, RC, MF1, MF2, CC, MEC, OP, OS-I	CC, TCM
CC	RC, MF1, MF2, CN, CR, MEC, OP, LMD, OS-I	CC, ECC, TCM
CR	MF1, MF2, CC, MEC, OP, LMD, CS, OS-I	CR, ECC
MEC	AG, MF2, CN, CC, CR, OP, OS-I	ECC
OP	MF2, CN, CC, CR, MEC, OS-I	TCM, CC, CR, ECC
I	LMD, CS, OS-N	BPLI
LMD	I, CR, CC, CS, OS-N	BPLI
CS	MF1, MF2, CC, CR, I, LMD, OS-N	BPLI
OS-I	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, CC, CN, CR, MEC, OP, OS-N	PO
OS-N	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, OP, I, LMD, CS, OS-I	PO

Staff's Proposal

The “Zone Legend,” “Overlay Zone Legend,” and “General Plan Categories” found in Table 17.60.160(2) below are provided for reference. 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.

Table 17.60.170(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

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**

TITLE:	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.
ITEM TYPE:	General Plan Amendment and Rezone
FISCAL IMPACT:	Increased sales tax and property tax revenue
APPLICANT:	Caleb Beck, ARCO Murray

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Neighborhood Residential One and Community Commercial	Agriculture and Commercial	20.28	Ranches Gateway

PUBLIC HEARING:
Yes

PREPARED BY:
David Stroud, Planning

PRESENTED BY:
David Stroud

RECOMMENDATION:

BACKGROUND:
The applicant has interest in "big box" development of property with frontage along SR-73. Due to the high traffic volumes on a state highway and the current access control along with future traffic count considerations, the applicant views this as an ideal location of such development. In order for this type of development to occur at this location, the General Plan future land use map and zoning map must be amended. A text change is also required regarding buffering requirements.

The General Plan defines Regional Commercial as: *Larger scale commercial/retail centers that may include big box retail, entertainment, services, and potentially civic uses. Convenient vehicular access from major transportation corridors. Areas to be compact and designed with low-impact development/green infrastructure approaches. Generally includes thoughtful and safe pedestrian and multi-modal transportation network with access to city-wide network.*

The applicant's request is to develop a big box retail location with a site adjacent to a major transportation corridor. Because this type of

development is to be located near a major transportation corridor, traffic is a common concern. A detailed traffic study with mitigation suggestions will be conducted as part of the site plan approval process. The applicant's request of a big box store falls under the permitted land use of Retail Sales, Regional (generally > 55,000 sq. ft.). Regarding commercial zones, the requested land use is only permitted in the Commercial Regional zone.

At the Planning Commission meeting, one resident spoke during the public hearing with the suggestion that exceptions be approved contingent upon approval of adjacent property owners.

ITEMS FOR CONSIDERATION:

The extent of the applicant's request is to amend the General Plan land use map of the subject property from Neighborhood Residential One and Community Commercial to Regional Commercial. A rezone request on the entire parcel from Agriculture and Commercial to Commercial Regional is also requested. A concept plan of the future development is included in the staff report and the applicant may receive non-binding feedback from the City Council on the site plan.

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 the property as Neighborhood Residential One and Community Commercial. The requested zone of Commercial Regional would be appropriate on any property identified on the land use map (as amended) as Regional Commercial.*

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 City has zone transition buffer standards and the applicant has*

applied to amend those standards to give the City Council discretion on applying the standards. If EMMC buffer requirements are not amended and remain as currently written, the proposed use is not permitted as the zone needed (CR) for such use is not compatible with the adjacent residential zone.

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. *A traffic study will be required as part of the site plan or master site plan approval request.*

E. Property Values. The proposed use is not expected to have a significant negative impact on surrounding property values. *Staff cannot identify evidence that the proposal will significantly impact surrounding property values.*

Discussion among staff and the applicant has taken place regarding the possibility of a trail/buffer/open space along the western property line. The trail will connect the existing Spring Run trail to the future SR-73 trail system. This will provide a public amenity as well as aid in buffering the proposed commercial use from the existing residential uses. This may be an item of consideration in regard to the applicant's request, and may resolve the zone transitions issue, potentially, if zoned OS-I.

REQUIRED FINDINGS:

The requested zone of Commercial Regional needs to be compatible with the General Plan. The parcel is currently identified with land uses of Neighborhood Residential One and Community Commercial. The desired zone of Commercial Regional is identified as appropriate with the land use of Regional Commercial.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission held a public hearing on March 28, 2023, and recommended 5-0 that the City Council amend the General Plan Land Use map from Neighborhood Residential One and Community Commercial to Regional Commercial and rezone the subject property from Agriculture and Commercial to Commercial Regional.

ATTACHMENTS:

ORD--Eagle Mountain Retail General Plan Amendment & Rezone

General Plan and Rezone Map

Application and Concept

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE GENERAL PLAN FUTURE LAND USE MAP AND REZONING CERTAIN LANDS KNOWN AS EAGLE MOUNTAIN RETAIL

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Future Land Use Map of the General Plan and rezone certain lands known as Eagle Mountain Retail, 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 amendment to the Future Land Use Map of the General Plan and the rezone of certain lands known as Eagle Mountain Retail, as set forth in Exhibit A.

2. The Future Land Use Map of the General Plan is hereby amended as set forth more specifically in Exhibit A.

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

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

ADOPTED by the City Council of Eagle Mountain City this 18th day of April, 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 18th day of April, 2023.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ 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

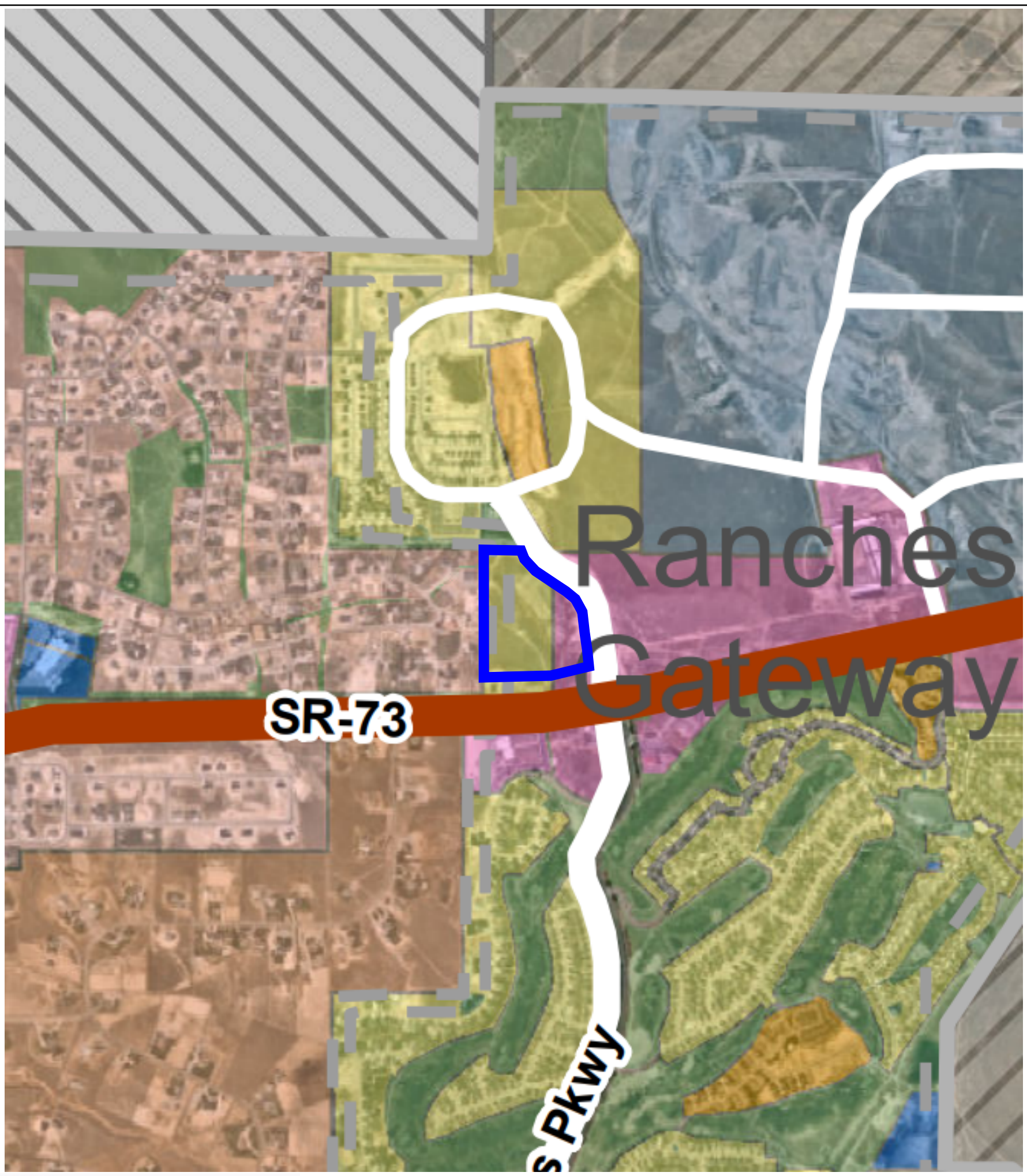
_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

ANNEXATION AREAS, FUTURE LAND USE & TRANSPORTATION MAP



LEGEND

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

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

Public/Civic Categories:
- Civic Uses/Schools
- Parks and Open Space

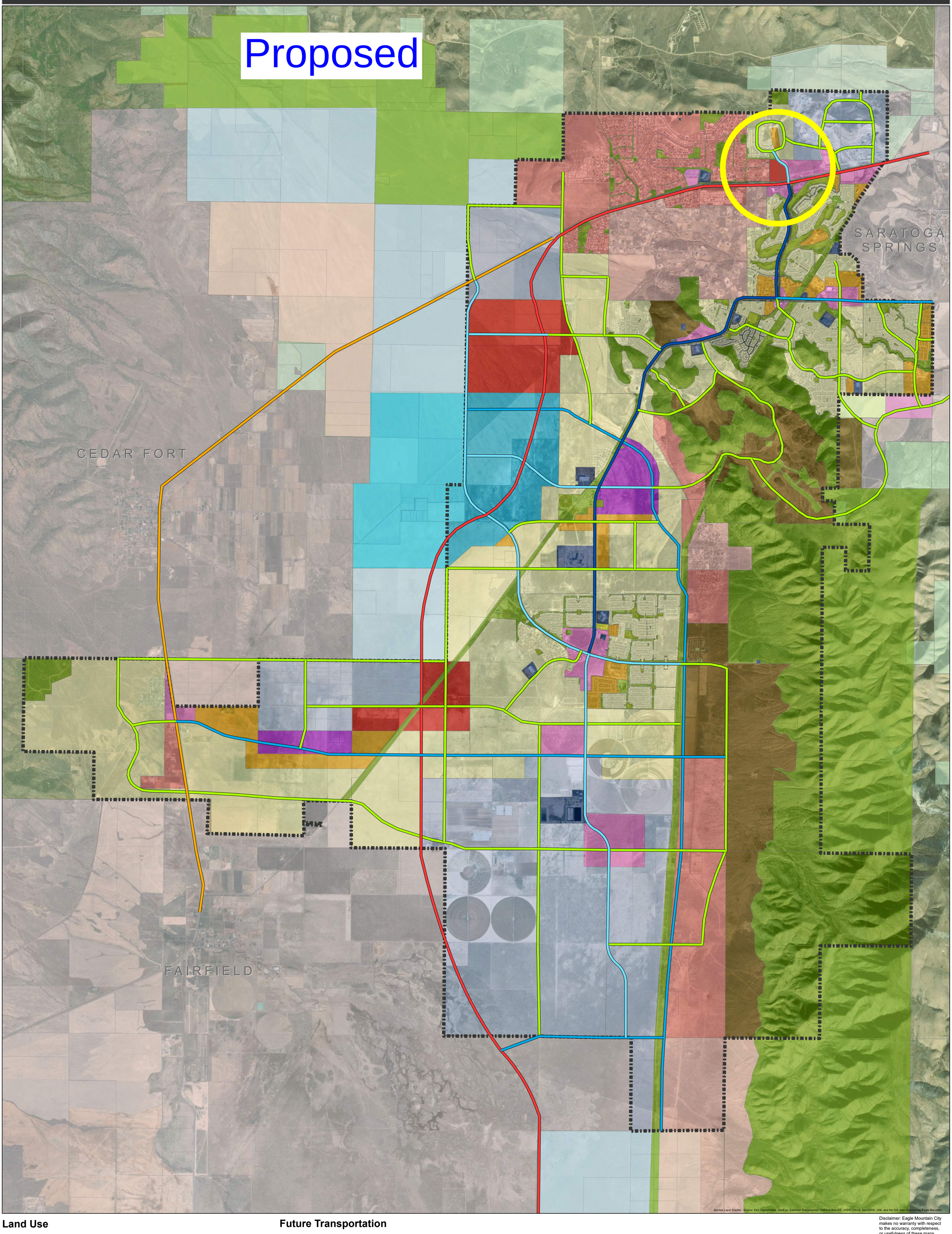
NEIGHBORHOOD CHARACTER AREA

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

Future Land Use & Transportation

General Plan Map

Proposed March 2023



Land Use

- Foothill Residential
- Rural Density One
- Rural Density Two
- Neighborhood Residential One
- Neighborhood Residential Two
- Neighborhood Residential Three
- Community Commercial
- Town Center Mixed Use
- Regional Commercial
- Employment Center Campus
- Business Park/Light Industry
- Civic Uses and Schools
- Parks and Open Space

Future Transportation

- Freeway
- Highway
- Parkway
- Major Arterial
- Minor Arterial
- Collector

EAGLE MOUNTAIN

N W E S

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 uses, but may not be resold.

To all interested parties: Under the terms of a 1997 agreement between Eagle Mountain City and property owners Monte Vista Ranches and Eagle Mountain Properties, the undeveloped lands and allowed land uses within the Eagle Mountain Properties Master Development may be changed at any time at the direction of Monte Vista Ranches and Eagle Mountain Properties. Inquiries concerning the Eagle Mountain Properties Master Plan should be directed to Eagle Mountain Planning Office

SITE DATA:

ZONE

EXISTING	CN (COMMERCIAL NEIGHBORHOOD)
PROPOSED	CR (COMMERCIAL REGIONAL)

SITE AREA

LOT 1:	0.712 ACRES
LOT 2:	1.035 ACRES
LOT 3:	18.54 ACRES

BUILDING AREA

LOT 1 (RETAIL)	4,000 S.F.
LOT 2 (FUEL)	4,000 S.F.
LOT 3 (BIG BOX STORE)	210,348 S.F.

PARKING COUNT	RATIO	REQUIRED / PROVIDED
LOT 1	1/300 S.F.	14/31
LOT 2	1/125 S.F.	32/36
LOT 3	1/200 S.F.	1,052/858

SETBACKS:

FRONT:	10'
SIDE:	NONE
REAR:	20'

Galloway
172 N. East Promontory, Suite 274
Farmington, UT 84025
801.953.1357
GallowayUS.com

Project No:
Drawn By: DJS
Checked By: CM
Date: 3/16/2023

EAGLE MOUNTAIN -
HIGHWAY 73 & SPRING RUN PARKWAY -
ARMSTRONG CAPITAL DEVELOPMENT

Add Flexibility/Exception Language to the Zone Transitions

Strict "one-size-fits-all" codes should leave room for some level of flexibility to respond to unique situations. This option provides that flexibility without leaving the door wide open and/or without setting a precedent. See proposed text in red.

17.60.160 Zone transitions.

The zone transition table found in Table 17.60.160(1) below identifies the compatible zones that may be adjacent to each zone. Each column is defined as:

A. Zone. The existing or proposed zone designation for the subject property.

B. Compatible Buffer. The permitted zones for land adjacent to the zone identified in the first column.

C. General Plan Category Compatibility. The future land use designation in the general plan that the zone identified in the first column may be located within.

The "Zone Legend," "Overlay Zone Legend," and "General Plan Categories" found in Table 17.60.160(2) below are provided for reference. 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.

Table 17.60.160(1)

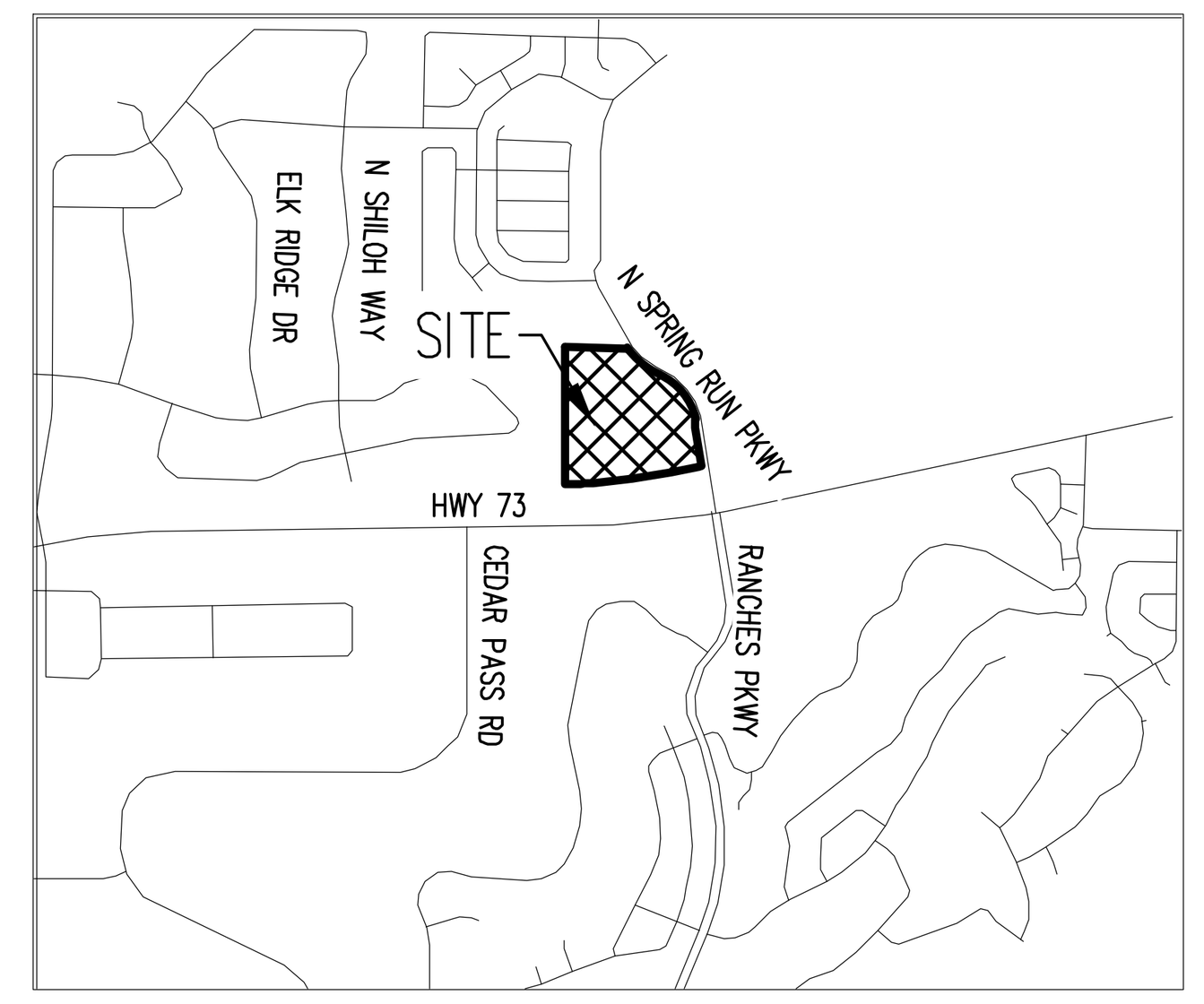
ZONE	COMPATIBLE BUFFER	GENERAL PLAN CATEGORY COMPATIBILITY
AG	RA1, RA2, RD1, RD2, FR, MEC, OS-I, OS-N	ARD1, ARD2, FR, OS, PO
RA1	AG, RA2, OS-I, OS-N	ARD1
RA2	AG, RA1, RD1, OS-I, OS-N	ARD1
RD1	AG, RA2, RD2, OS-I, OS-N	ARD2
RD2	AG, RD1, FR, R1, OS-I, OS-N	ARD2
FR	AG, RD2, R1, CN, OS-I, OS-N	FR
R1	RD2, FR, R2, CN, OS-I, OS-N	NR1
R2	R, R3, CN, OS-I, OS-N	NR1
R3	R2, RC, CN, OS-I, OS-N	NR1

Table 17.60.160(1)

ZONE	COMPATIBLE BUFFER	GENERAL PLAN CATEGORY COMPATIBILITY
RC	R3, MF1, MF2, CN, CC, OS-I, OS-N	NR2
MF1	RC, MF2, CN, CC, CR, CS, OS-I, OS-N	NR2, CC, CR
MF2	RC, MF1, CN, CC, CR, MEC, OP, CS, OS-I, OS-N	NR3, CC, CR, TCM
CN	FR, R1, R2, R3, RC, MF1, MF2, CC, MEC, OP, OS-I	CC, TCM
CC	RC, MF1, MF2, CN, CR, MEC, OP, LMD, OS-I	CC, ECC, TCM
CR	MF1, MF2, CC, MEC, OP, LMD, CS, OS-I	CR, ECC
MEC	AG, MF2, CN, CC, CR, OP, OS-I	ECC
OP	MF2, CN, CC, CR, MEC, OS-I	TCM, CC, CR, ECC
I	LMD, CS, OS-N	BPLI
LMD	I, CR, CC, CS, OS-N	BPLI
CS	MF1, MF2, CC, CR, I, LMD, OS-N	BPLI
OS-I	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, CC, CN, CR, MEC, OP, OS-N	PO
OS-N	AG, RA1, RA2, RD1, RD2, FR, R1, R2, R3, RC, MF1, MF2, OP, I, LMD, CS, OS-I	PO

ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN,
CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, STATE OF UTAH



VICINITY MAP
NOT TO SCALE
N

TITLE COMMITMENT/REPORT INFORMATION

THIS MAP DOES NOT REPRESENT A TITLE SEARCH BY GALLOWAY & COMPANY, INC. TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS OR VERIFY EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY OR TITLE THEREOF, GALLOWAY & COMPANY, INC. RELIED UPON THE INFORMATION OR TITLE COMMITMENT/REPORT PROVIDED AT THE TIME OF SURVEY BY THE CLIENT.

TITLE COMMITMENT PROVIDED BY CLIENT AND PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 94460, WITH AN EFFECTIVE DATE OF SEPTEMBER 14, 2022 AT 7:45 AM.

⬡ INDICATES ITEM IS PLOTTED ON THIS SURVEY

1. (A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
   (NOT SURVEY RELATED AND NOT ADDRESSED.)

2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.
   (AS SHOWN OR NOTED. SEE AREAS OF CONCERN)

3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, THAT ARE NOT SHOWN BY THE PUBLIC RECORDS.
   (LIENS ARE NOT SURVEY RELATED AND THEREFORE NOT ADDRESSED, EASEMENTS AND ENCUMBRANCES ARE AS SHOWN)

4. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.
   (ENCROACHMENTS, ENCUMBRANCE AND ADVERSE CIRCUMSTANCES ARE AS SHOWN-SEE AREA OF CONCERN NOTES. VIOLATIONS AND VARIATIONS ARE ZONING AND TITLE MATTERS AND ARE NOT ADDRESSED.)

5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.
   (BEYOND THE SCOPE OF THIS SURVEY AND THEREFORE NOT ADDRESSED.)

6. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
   (LIENS ARE NOT SURVEY RELATED AND THEREFORE NOT ADDRESSED.)

7. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.
   (DEFECTS AND LIENS ARE TITLE MATTER AND NOT ADDRESSED. ENCUMBRANCES AND ADVERSE CLAIMS ARE AS SHOWN-SEE AREAS OF CONCERN NOTES. "OTHER MATTERS" IS NOT DEFINED AND THEREFORE NOT ADDRESSED. SURVEYOR IS NOT IN CONTROL OF SCHUDLE B-1 REQUIREMENTS BEING MET AND IS DEEMED BEYOND THE SCOPE OF THIS SURVEY.)

THE PRINTED EXCEPTIONS 1 THROUGH 7 WILL BE DELETED FOR THE ALTA EXTENDED LOAN POLICY

8. TAXES FOR THE YEAR 2022 HAVE BEEN ASSESSED IN THE AMOUNT OF $24,183.53, AND ARE DUE AND PAYABLE ON NOVEMBER 1, 2022, AND WILL BE DELINQUENT AFTER NOVEMBER 30, 2022. TAXES FOR THE YEAR 2021 HAVE BEEN PAID. (TAX ID NO. 58:033:0404)
   (NOT SURVEY RELATED.)

9. THE LAND DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF EAGLE MOUNTAIN, UNIFIED FIRE DISTRICT AND CENTRAL UTAH WATER CONSERVANCY DISTRICT (PAID THROUGH PROPERTY TAXES), AND IS SUBJECT TO ANY ASSESSMENTS LEVIED THEREBY.

10. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
    (APPARENT SURFACE OBSERVATIONS ARE AS SHOWN. DOCUMENTS PROVIDED ARE ADDRESSED HEREON.)

11. RESERVATIONS OR EXCEPTIONS IN PATENT OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
    (AS SHOWN BASED ON DOCUMENTS PROVIDED.)

12. ANY AND ALL OUTSTANDING OIL, GAS, MINING AND MINERAL RIGHTS, ETC., SITUATED IN, UPON OR UNDER THE SUBJECT LAND, INCLUDING THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT THE SAME THEREFROM SHOULD IT BE FOUND TO PENETRATE OR INTERSECT THE PREMISES, AND THE RIGHT OF INGRESS AND EGRESS FOR THE USE OF SAID RIGHTS.
    (NO DOCUMENTS PROVIDED AND NO SURFACE FEATURES WERE OBSERVED.)

13. SUBJECT TO THE FOLLOWING OIL & GAS LEASE(S), INCLUDING THE TERMS AND CONDITIONS CONTAINED THEREIN:
    4845:1953
    16890:1961
    1876:1962
    11339:1962
    11323:1962
    11329:1962
    4848:1963
    (DOES NOT AFFECT.)

14. RESERVATIONS:
    DISCLOSED BY: WARRANTY DEED
    DATED: JANUARY 23, 1970
    RECORDED: FEBRUARY 3, 1970
    ENTRY NO.: 1144:1970
    BOOK/PAGE: 1167 / 36
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

15. ORDINANCE NO. 1990-13
    RECORDED: MAY 23, 1990
    ENTRY NO.: 16142:1990
    AN ORDINANCE ADOPTING THE UTAH COUNTY ZONING ORDINANCE, AND REPEALING PRIOR ENACTMENTS OF SAID ZONING ORDINANCE.
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

    UTAH COUNTY ZONING ORDINANCE:
    DATED: MAY 21, 1990
    RECORDED: MAY 23, 1990
    ENTRY NO.: 16143:1990
    BOOK/PAGE: 2691 / 575
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

16. RESOLUTION R-19-2013
    RECORDED: SEPTEMBER 16, 2013
    ENTRY NO.: 88537:2013

    A RESOLUTION DESIGNATING AN ASSESSMENT AREA. SEE DOCUMENT FOR PARTICULARS.

    NOTE: THE ASSESSMENTS MAY BE PAID PROPERTY OWNERS IN 20 ANNUAL PRINCIPAL INSTALLMENTS WITH INTEREST. SEE DOCUMENT FOR PARTICULARS.
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

17. ⬡ EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:
    GRANTEE: TOWN OF EAGLE MOUNTAIN
    PURPOSE: INSTALLING AND MAINTAINING UTILITY LINES AND APPURTENANT PARTS THEREOF.
    RECORDED: AUGUST 22, 2000
    ENTRY NO.: 65814:2000
    (SHOWN HEREON.)

18. EAGLE MOUNTAIN CDA #2008-01 PROJECT AREA PLAN VERIFICATION, INCLUDING THE TERMS AND CONDITIONS THEREOF:
    RECORDED: AUGUST 7, 2008
    ENTRY NO.: 88592:2008
    BOOK / PAGE: /
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

19. THE REDEVELOPMENT AGENCY OF EAGLE MOUNTAIN CITY EAGLE MOUNTAIN ECONOMIC DEVELOPMENT PROJECT AREA #2012-1, INCLUDING THE TERMS AND CONDITIONS THEREOF:
    RECORDED: OCTOBER 18, 2012
    ENTRY NO.: 90674:2012
    AFFIDAVIT OF CORRECTION OF EDA #2012-1 (DOCUMENT ENTRY NO. 90674:2012)
    RECORDED: JUNE 11, 2013
    ENTRY NO.: 56441:2013
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

20. NOTICE OF ENCUMBRANCE AND ASSESSMENT AREA DESIGNATION, INCLUDING THE TERMS AND CONDITIONS THEREOF:
    PL ASSESSMENT AREA: EAGLE MOUNTAIN ASSESSMENT AREA 2013-1
    RECORDED: AUGUST 23, 2013
    ENTRY NO.: 80979:2013
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

21. DEED OF PUBLIC UTILITY EASEMENT FOR CONSTRUCTION, OPERATION, MAINTENANCE AND REPLACEMENT OF UTILITY FACILITIES, AND THE TERMS AND CONDITIONS THEREOF:
    GRANTEE: EAGLE MOUNTAIN CITY
    PURPOSE: UNDERGROUND POWER TRANSMISSION OR DISTRIBUTION LINES, TELEPHONE, TELEVISION AND COMMUNICATION SYSTEM LINES AND OPTICAL FIBERS, AND NATURAL GAS PIPELINES. SEE DOCUMENT FOR PARTICULARS.
    RECORDED: AUGUST 30, 2013
    ENTRY NO.: 83361:2013
    (DOES NOT AFFECT.)

22. EACH AND EVERY RIGHT OF ACCESS TOGETHER WITH ALL RIGHTS OF ABUTTERS TO THE UNDERLYING FEE CONVEYED TO:
    GRANTEE: UTAH DEPARTMENT OF TRANSPORTATION
    RECORDED: OCTOBER 9, 2015
    ENTRY NO.: 92628:2015
    (PROPERTY IS SUBJECT TO AND BLANKET IN NATURE.)

23. DISCREPANCIES, CONFLICTS IN THE BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

24. SUBJECT TO THE RIGHTS OF PARTIES IN POSSESSION OF THE SUBJECT PROPERTY UNDER UNRECORDED LEASES, RENTAL OR OCCUPANCY GREEMENTS AND ANY CLAIMS THEREUNDER.

PROPERTY DESCRIPTION

EXHIBIT "A"
BEGINNING AT A POINT WHICH IS SOUTH 88°53'50" EAST 1320.09 FEET ALONG THE MID-SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 88°53'50" EAST 1362.63 FEET ALONG SAID MID-SECTION LINE TO THE CENTER OF SECTION; THENCE SOUTH 88°53'50" EAST 1307.01 FEET ALONG SAID MID-SECTION LINE; THENCE SOUTH 00°33'59" WEST 821.88 FEET TO THE NORTH RIGHT OF WAY LINE OF HIGHWAY 73; THENCE SOUTH 78°12'35" WEST 1184.28 FEET ALONG SAID NORTH LINE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 1516.13 FEET, WITH A RADIUS OF 6191.82 FEET, WITH A CHORD BEARING OF SOUTH 83°12'22" WEST, WITH A CHORD LENGTH OF 1512.35 FEET TO THE EAST BOUNDARY LINE OF MEADOW RANCH SUBDIVISION, PLAT 1; THENCE NORTH 1293.95 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING SPRING RUN PARKWAY, BY THAT DEDICATION RECORDED JULY 20, 2015, AS ENTRY NO. 64938:2015, MAP FILING NO. 14685, ARM 159, OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING FROM ABOVE, ALL LAND LYING EAST OF SAID SPRING RUN PARKWAY.

ALSO LESS AND EXCEPTING THAT PROPERTY CONVEYED IN THAT SPECIAL WARRANTY DEED TO UTAH DEPARTMENT OF TRANSPORTATION, RECORDED OCTOBER 9, 2015, AS ENTRY NO. 92628:2015, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR CORRIDOR PRESERVATION, KNOWN AS UDOT PROJECT S-0073(29)0, BEING PART OF ENTIRE TRACT OF PROPERTY, SITUATE IN THE NE1/4 SW1/4 AND NW1/4 SE1/4 OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING IN THE EXISTING NORTHERLY RIGHT OF WAY LINE OF SR-73 OF UDOT PROJECT S-0073(20)33 AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT WHICH POINT IS 1320.00 FEET SOUTH 88°53'47" EAST ALONG THE SECTION LINE AND 1295.08 FEET SOUTH 0°36'41" WEST FROM THE WEST QUARTER CORNER OF SAID SECTION 17 (NOTE: SAID POINT IS ALSO THE SOUTHEAST CORNER OF MEADOW RANCH PLAT 1, RECORDED MAY 27, 1998, AS ENTRY NO. 52732 MAP FILING NO. 7551 IN THE OFFICE OF THE UTAH COUNTY RECORDER); AND RUNNING THENCE NORTH 0°36'41" EAST 238.76 FEET (DEED=NORTH) ALONG THE EAST BOUNDARY LINE OF SAID MEADOW RANCH PLAT 1 TO A POINT DESIGNATED AS POINT "A" WHICH POINT IS 312.41 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF STATE ROUTE 73 OF SAID PROJECT NO. S-0073(20)33 AT ENGINEER STATION 113+17.37; THENCE NORTH 86°54'12" EAST 131.10 FEET; THENCE EASTERLY 28.40 FEET ALONG THE ARC OF A 4800.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS NORTH 86°44'02" EAST FOR A DISTANCE OF 28.40 FEET) TO A POINT DESIGNATED AS POINT "B" WHICH POINT IS 318.83 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 114+78.95; THENCE CONTINUING EASTERLY 66.00 FEET ALONG THE ARC OF A 4800.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS NORTH 86°10'14" EAST FOR A DISTANCE OF 66.00 FEET) TO A POINT DESIGNATED AS POINT "C" WHICH POINT IS 321.52 FEET RADIALLY DISTANT NORTHERLY FROM THE SAID CONTROL LINE AT ENGINEER STATION 115+48.54; THENCE CONTINUING EASTERLY 608.40 FEET ALONG THE ARC OF A 4800.00-FOOT RADIUS TANGENT CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS NORTH 82°08'44" EAST FOR A DISTANCE OF 607.99 FEET) TO A POINT OF TANGENCY WHICH IS 353.58 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 121+91.49; THENCE NORTH 78°30'52" EAST 216.69 FEET TO A POINT DESIGNATED AS POINT "D" WHICH POINT IS 363.25 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 124+21.47; THENCE CONTINUING NORTH 78°30'52" EAST 160.00 FEET TO A POINT DESIGNATED AS POINT "E" WHICH POINT IS 365.15 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 125+91.60; THENCE CONTINUING NORTH 78°30'52" EAST 628.84 FEET TO A POINT DESIGNATED AS POINT "F" WHICH POINT IS 362.10 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 132+21.48; THENCE CONTINUING NORTH 78°30'52" EAST 66.00 FEET TO A POINT DESIGNATED AS POINT "G" WHICH POINT IS 361.77 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 132+87.48; THENCE CONTINUING NORTH 78°30'52" EAST 781.01 FEET TO A POINT DESIGNATED AS POINT "H" WHICH POINT IS 357.95 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 140+68.48; THENCE CONTINUING NORTH 78°30'52" EAST 33.00 FEET TO THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AS DETERMINED BY BOUNDARY LINE AGREEMENT RECORDED 30 JULY, 2014 AS ENTRY NO. 52400:2014 IN THE OFFICE OF THE UTAH COUNTY RECORDER AT A POINT WHICH IS 357.79 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER STATION 141+01.48; THENCE SOUTH 0°33'59" WEST 287.48 FEET ALONG SAID EASTERLY BOUNDARY LINE TO SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 78°12'02" WEST 1476.65 FEET; THENCE (2) WESTERLY 1085.62 FEET ALONG THE ARC OF A 5654.70-FOOT RADIUS TANGENT CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS SOUTH 83°42'02" WEST FOR A DISTANCE OF 1083.96 FEET); THENCE (3) SOUTH 89°14'01" WEST 152.04 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

GENERAL NOTES

1. ADDRESS TO PROPERTY VACANT LAND UTAH COUNTY, PROVO, UT 84604
2. FIELD WORK WAS COMPLETED ON: OCTOBER 27, 2022.
3. BASIS OF BEARING: ALL BEARINGS ARE GRID BEARINGS OF THE UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND ARE CONSIDERED TO BEAR S88°53'50"E, MONUMENTED AS SHOWN.
4. THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NO. 49049C0150F, WITH AN EFFECTIVE DATE OF JUNE 19, 2020, INDICATES THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY. THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
5. UTILITY NOTE: THE LOCATION OF UTILITIES SHOWN HEREON WAS ESTABLISHED FROM SURFACE EVIDENCE, EXISTING UTILITY MARKERS, AND UTILITY LOCATES. THE EXACT LOCATION OF BURIED UTILITIES IS UNCERTAIN. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHOULD CONTACT THE UTILITY NOTIFICATION CENTER. THE SURVEYOR MAKES NO GUARANTEE EITHER EXPRESSED OR IMPLIED THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION DEPICTED ALTHOUGH THE UTILITIES ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE AT THE TIME OF THE SURVEY. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
6. THIS MAP OR PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE SURVEYOR'S STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-STATEMENT BY THE SURVEYOR.
7. ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
8. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED ON THIS SURVEY WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESTRICTIONS, EXCLUSIONS, CONDITIONS, OBLIGATIONS, TERMS OR AS THE RIGHT TO GRANT THE SAME.
9. CAUTION: THE SURVEYOR PREPARING THIS MAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THIS MAP. ALL CHANGES TO THIS EXHIBIT MUST BE APPROVED IN WRITING BY THE SURVEYOR IN CHARGE.
10. THERE WERE NO BUILDINGS IN THE AREA OF INTEREST OBSERVED AT TIME OF SURVEY.
11. THERE WERE NO PARKING SPACES IN THE AREA OF INTEREST OBSERVED AT TIME OF SURVEY.
12. NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES DISCOVERED.
13. THERE WAS NO EVIDENCE OF EARTH MOVING WORK AT TIME OF SURVEY.
14. NO CEMETERIES, BURIAL GROUNDS OR ISOLATED GRAVE(S) ON THE PROPERTY OBSERVED DURING FIELD WORK.
15. THE DISTANCE TO THE NEAREST INTERSECTION (N SPRING UN PKWY & HWY 73) IS APPROX. 400 FEET SOUTHEAST OF THE SOUTHEAST CORNER OF PROPERTY.
16. OLD CONSTRUCTION WAIST ON SITE.

AREAS OF CONCERN (A.O.C.)

A.O.C. #1 BUILDING ENCROACHMENT FROM RED CEDAR CORPORATION PARCEL 67-035-0001

A.O.C. #2 TWO TRACKS ON PROPERTY AND CROSSING PROPERTY LINES

SURVEYOR'S CERTIFICATE

TO: ARMSTRONG COMMERCIAL SERVICE LLC A DELAWARE LIMITED LIABILITY COMPANY, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEY, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 7(B1), 8, 9, 11(B), 13, 14, 16, 17, 18, AND 19 OF TABLE A THEREOF.

DATE OF SURVEY: OCTOBER 25, 2022

DATE OF PLAT OR MAP: NOVEMBER 20, 2022

LICENSED LAND SURVEYOR
No. 376082
LYLE G.
BISSEGGER
11/22/2022
STATE OF UTAH

LYLE G. BISSEGGER
UTAH PROFESSIONAL LAND SURVEYOR NO. 376082
PROJECT NO.: ACD00046.10
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

Galloway
2015 West Grove Pkwy, Suite H
Pleasant Grove, UT 84062
385.248.0460 • GallowayUS.com

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ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN,CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, STATE OF UTAH

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Project No:	ACD00046.10
Drawn By:	GJS
Checked By:	LGB
Date:	11.22.2022

1
SHEET 1 OF 2

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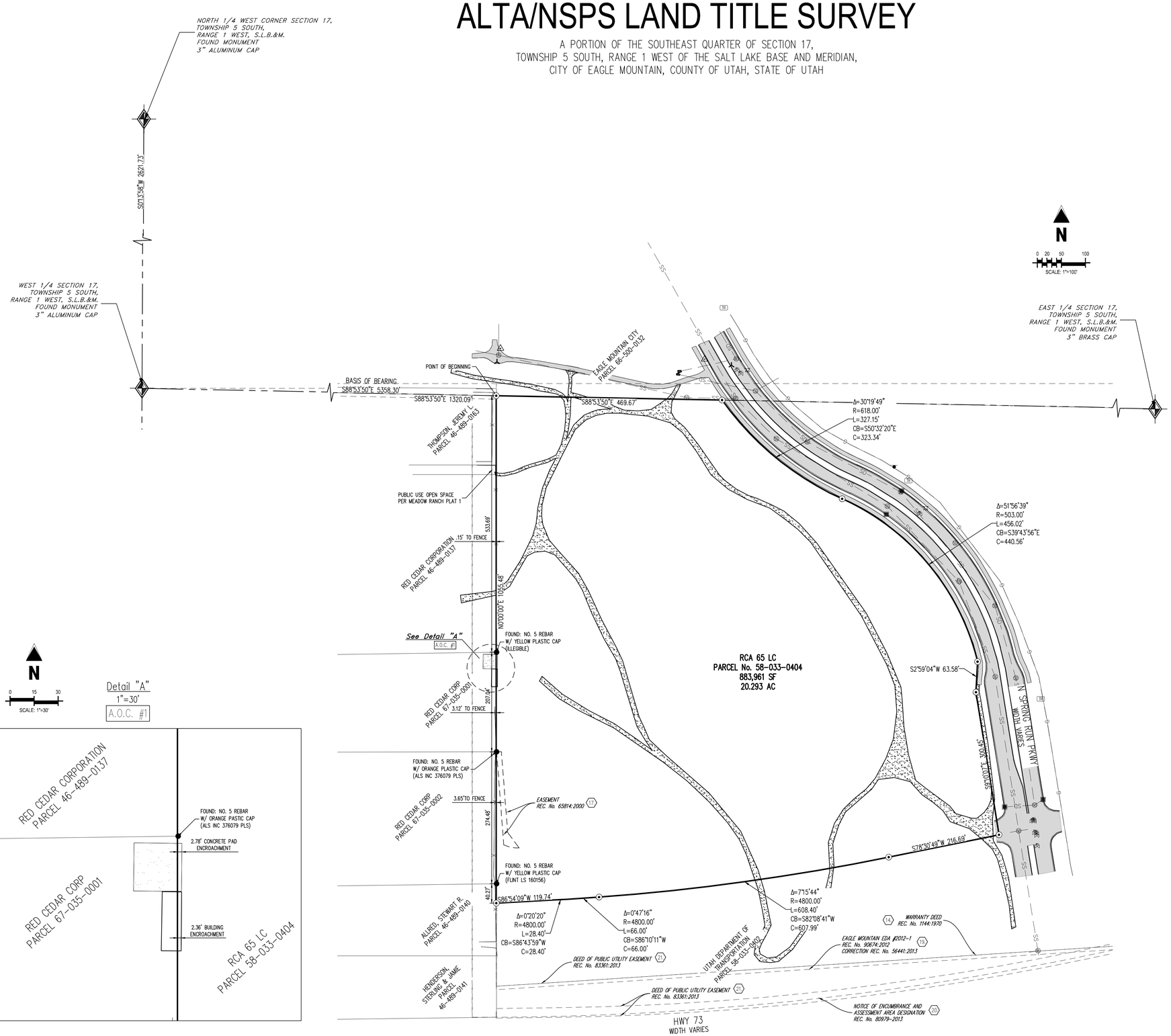
ALTA/NSPS LAND TITLE SURVEY

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17,
TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN,
CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, STATE OF UTAH



LEGEND

- US PUBLIC LAND SURVEY SECTION CORNER
- TO BE SET #5 REBAR W/ 1 1/4" PLASTIC CAP "GALLOWAY & CO." (UNLESS NOTED)
- MONUMENT CORNER FOUND (UNLESS NOTED)
- WATER VALVE
- FIRE HYDRANT
- WATER MANHOLE
- ELECTRIC LIGHT POLE
- IRRIGATION VALVE
- IRRIGATION MANHOLE
- SANITARY SEWER MANHOLE
- SANITARY STORM MANHOLE
- STORM SEWER INLET
- FIBER OPTIC PULLBOX
- FIBER OPTIC PEDESTAL
- FIBER OPTIC MANHOLE
- ELECTRICAL CABINET
- ELECTRICAL VAULT
- ELECTRIC POWER POLE
- TELEPHONE PEDESTAL
- ELECTRIC SWITCH BOX
- ELECTRIC METER
- GUY WIRE
- TELEPHONE VAULT
- TRANSFORMER
- DECIDUOUS TREE
- TRAFFIC SIGNAL
- CONCRETE SURFACE
- ASPHALT SURFACE
- DIRT TWO TRACK A.O.C. #2
- SECTION LINE
- BOUNDARY LINE
- OVERHEAD POWER LINE
- FENCE
- STORM DRAIN PIPELINE
- SANITARY SEWER
- WATER
- IRRIGATION WATER LINE
- FIBER OPTIC
- EASEMENT AND EXCEPTIONS

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ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, STATE OF UTAH

#	Date	Issue / Description	Init.
-			

Project No:	ACD00046.10
Drawn By:	GJS
Checked By:	LGB
Date:	11.22.2022

LICENSED LAND SURVEYOR
No. 376082
LYLE G. BISSEGGER
11/22/2022
STATE OF UTAH

C:\Users\mg.Carroll\Desktop\ACD00046.10 - ENTRY at Spring Run Parkway\SURVEY\CIVIL\ACD00046.10 ALTA.dwg, Greg Bissegger, 11/22/2022

REPORT
GEOTECHNICAL STUDY
PROPOSED EAGLE MOUNTAIN BIG BOX STORE
NORTHWEST OF HIGHWAY 73 AND
SPRING RUN PARKWAY
EAGLE MOUNTAIN, UTAH

Submitted To:

Armstrong Capital Development
4643 South Ulster Street, Suite 240
Denver, Colorado 80237

Submitted By:

GSH Geotechnical, Inc.
473 West 4800 South
Salt Lake City, Utah 84123

December 9, 2022

Job No. 3630-001-22

December 9, 2022
Job No. 3630-001-22

Mr. Josh Katzer and Mr. Caleb Beck
Armstrong Capital Development
4643 South Ulster Street, Suite 240
Denver, Colorado 80237

Mr. Katzer and Mr. Beck:

Re: Report
Geotechnical Study
Proposed Eagle Mountain Big Box Store
Northwest of Highway 73 and Spring Run Parkway
Eagle Mountain, Utah

1. INTRODUCTION

1.1 GENERAL

This report presents the results of our geotechnical study performed at the site of the proposed Big Box Store to be located at northwest of Highway 73 and Spring Run Parkway in Eagle Mountain, Utah. The general location of the site with respect to existing roadways, as of 2022, is presented on Figure 1, Vicinity Map. A more detailed layout of the site showing proposed facilities, existing roadways, and the test pits excavated in conjunction with this study is presented on Figure 2, Site Plan.

1.2 OBJECTIVES AND SCOPE

The objectives and scope of the study were planned in discussions between Mr. Josh Katzer and Mr. Caleb Beck of Armstrong Capital Development and Mr. Robert Gifford of GSH Geotechnical, Inc. (GSH).

In general, the objectives of this study were to:

1. Define and evaluate the subsurface soil and groundwater conditions across the site.

2. Provide appropriate foundation, earthwork, pavement, stormwater percolation, and geoseismic recommendations to be utilized in the design and construction of the proposed facilities.

In accomplishing these objectives, our scope has included the following:

1. A field program consisting of the excavating, logging, and sampling of 16 exploration test pits, as well as performing a stormwater percolation test.

2. A laboratory testing program.

3. An office program consisting of the correlation of available data, engineering analysis, and the preparation of this summary report.

1.3 AUTHORIZATION

Authorization was provided by returning a signed copy of the Professional Services Agreement No. 22-1047 dated October 29, 2022.

1.4 PROFESSIONAL STATEMENTS

Supporting data upon which our recommendations are based are presented in subsequent sections of this report. Recommendations presented herein are governed by the physical properties of the soils encountered in the exploration test pits, projected groundwater conditions, and the layout and design data discussed in Section 2, Proposed Construction. If subsurface conditions other than those described in this report are encountered and/or if design and layout changes are implemented, GSH must be informed so that our recommendations can be reviewed and amended, if necessary.

Our professional services have been performed, our findings developed, and our recommendations prepared in accordance with generally accepted engineering principles and practices in this area at this time.

2. PROPOSED CONSTRUCTION

The site is proposed to be developed for the construction of an approximately 200,000 square foot, slab-on-grade, retail structure and adjoining pavements. The structure is anticipated to be constructed with tilt-up concrete walls or CMU construction and be supported upon conventional spread and continuous wall foundations.

Maximum real column and wall loads are anticipated to be on the order of up to 220 kips and 5 to 6 kips per lineal foot, respectively. Real loads are defined as the total of all dead plus frequently applied (reduced) live loads.

Paved parking areas, drive lanes, and loading/unloading areas are planned around the structure. Projected traffic in the parking areas and light-duty drive lanes is anticipated to consist of a light volume of automobiles and light trucks, occasional medium-weight trucks, and no heavyweight trucks. Projected traffic in the loading/unloading areas and heavy-duty drive lanes is anticipated

to consist of a moderate volume of automobiles, light trucks, and medium-weight trucks with a light volume of heavyweight trucks.

Site development will require some earthwork in the form of minor cutting and filling. At this time, we anticipate that maximum site grading cuts and fills, excluding utilities, will be on the order of 2 to 5 feet.

3. SITE INVESTIGATIONS

3.1 GENERAL

Subsurface conditions in unexplored locations or at other times may vary from those encountered at specific test pit locations. If such variations are noted during construction or if project development plans are changed, GSH must review the changes and amend our recommendations, if necessary.

Test pit locations were established by estimating distances and angles from site landmarks. If increased accuracy is desired by the client, we recommend that the test pit locations and elevations be surveyed.

3.2 FIELD PROGRAM

To define and evaluate the subsurface soil and groundwater conditions across the site, 16 test pits were excavated within the accessible areas. These test pits were completed to depths ranging from 4.5 to 15.5 feet with a moderate-sized rubber track-mounted excavator. Excavation refusal within very dense granular soils terminated Test Pits TP-6 and TP-10. The approximate locations of the test pits are presented on Figure 2. Additionally, a stormwater percolation test to determine the percolation rate was performed in Test Pit TP-9 at a depth of 5 feet.

The field portion of our study was under the direct control and continual supervision of an experienced member of our geotechnical staff. During the course of the excavation operations, a continuous log of the subsurface conditions encountered was maintained. In addition, samples of the typical soils encountered were obtained for subsequent laboratory testing and examination. The soils were classified in the field based upon visual and textural examination. These classifications were supplemented by subsequent inspection and testing in our laboratory. Graphical representation of the subsurface conditions encountered is presented on Figures 3A through 3P, Test Pit Logs. Soils were classified in accordance with the nomenclature described on Figure 4, Key to Test Pit Log (USCS).

A 2.42-inch inside diameter thin-wall drive sampler was utilized at select locations and depths within the test pit excavations to collect soil samples for further examination and laboratory testing.

Following completion of excavation operations, 1.25-inch diameter slotted PVC pipe was installed in Test Pits TP-2, TP-4, TP-7, TP-8, and TP-10 through TP-13 to provide a means of monitoring the groundwater fluctuations. The test pits were then backfilled. Although an effort was made to

compact the backfill with the excavator, backfill was not placed in uniform lifts and compacted to a specific density. Consequently, settlement of the backfill with time is likely to occur.

3.3 LABORATORY TESTING

3.3.1 General

To provide data necessary for our engineering analysis, a laboratory testing program was performed. This program included moisture, density, partial gradation, Atterberg limits, collapse/consolidation, and chemical tests. The following paragraphs describe the tests and summarize the test data.

3.3.2 Moisture and Density Tests

To provide index parameters and to correlate other test data, moisture and density tests were performed on selected samples. The results of these tests are presented on the test pit logs, Figures 3A through 3P.

3.3.3 Partial Gradation Tests

To aid in classifying the granular soils, partial gradation tests were performed. Results of the tests are tabulated below and presented on the test pit logs, Figures 3A through 3P:

Test Pit No.	Depth (feet)	Percent Passing No. 200 Sieve	Moisture Content Percent	Soil Classification
TP-1	5.0	13.9	10.4	GM
TP-3	8.0	9.6	5.4	SP/SM
TP-4	4.0	28.9	7.5	SM
TP-6	4.0	12.8	5.8	GM
TP-12	10.0	9.2	8.3	SP/SM
TP-13	6.0	2.1	8.2	SP

3.3.4 Atterberg Limits Test

To aid in classifying the soils, an Atterberg limits test was performed on a sample of the fine-grained cohesive soils. Results of the test are tabulated on the following page and presented on the test pit logs, Figures 3A through 3P.

Test Pit No.	Depth (feet)	Liquid Limit (percent)	Plastic Limit (percent)	Plasticity Index (percent)	Soil Classification
TP-8	14.0	29	19	10	CL

3.3.5 Collapse/Consolidation Tests

To provide data necessary for our settlement analysis, collapse/consolidation tests were performed upon a representative sample of natural fine-grained soils obtained at a depth of 4.0 feet.

The collapse portions of the tests were performed as follows:

1. Load sample at in situ moisture content to specific axial pressure.
2. Measure and record axial deflection.
3. Saturate sample.
4. Measure and record resulting collapse.

Test Pit No.	Depth (feet)	Soil Type	Natural Dry Density (pcf)	Natural Moisture Content (percent)	Axial Load When Saturated (psf)	Collapse (percent)
TP-8	4.0	CL	89	10.6	800	0.4

Upon completion of the collapse portion of the tests, standard consolidation test loading was applied. The current results of the tests indicate that some of the soils encountered in the upper 4.5 feet containing pinholes/rootholes exhibit low to moderate pre-consolidation and are moderately to highly compressible, indicative of collapsible soil.

Detailed results of these tests are maintained within our files and can be transmitted to you, upon your request.

3.3.6 Chemical Tests

To determine if the site soils will react detrimentally with concrete, chemical tests were performed on a representative sample of the near-surface soil encountered at the site. The results of the chemical tests are tabulated on the following page.

Test Pit No.	Depth (feet)	Soil Classification	pH	Total Water-Soluble Sulfate (mg/kg-dry)
TP-1	5.0	GM	9.0	32

4. SITE CONDITIONS

4.1 SURFACE

The site is located northwest of Highway 73 and Spring Run Parkway in Eagle Mountain, Utah. The site is currently vacant/undeveloped land intersected by unnamed dirt roads. Fill piles up to approximately 5 feet in height were observed on the surface throughout the site. The topography of the site is relatively flat, grading down to the south with a total relief of approximately 45 to 55 feet. Site vegetation consists of various weeds, brush, and grass.

The site is bounded to the north and east by Spring Run Parkway followed by vacant/undeveloped brush land; to the south by Highway 73 followed by office/retail structures; and to the west by single-family residential structures.

4.2 SUBSURFACE SOIL

The following paragraphs provide generalized descriptions of the subsurface profiles and soil conditions encountered within the test pits conducted during this study. As previously noted, soil conditions may vary in unexplored locations.

The test pits were excavated to depths ranging from 5.5 to 15.5 feet. The soil conditions encountered in each of the test pits, to the depths explored, were generally similar across the test pit locations.

- Approximately 3 inches of topsoil was encountered in each of the test pits. Topsoil thickness is frequently erratic and thicker zones of topsoil should be anticipated.

- Non-engineered fill soils were encountered in Test Pits TP-1, TP-3, TP-4, TP-6, TP-10, and TP-13, to depths ranging from 0.5 to 2.0 feet beneath the existing ground surface. The non-engineered fill soils primarily consisted of clay with varying silt, sand, and gravel content.

- Natural soils were encountered below the non-engineered fill or the ground surface in all test pit locations. The natural soils consisted primarily of clay with varying silt, sand, gravel, cobble, and boulder content, and sand and gravel with varying clay, silt, boulder and cobble content.

- The natural clay soils encountered in Test Pits TP-8, TP-9, TP-10, TP-12, and TP-16 contained trace pinholes to depths of approximately 6 feet below the existing ground

surface. Soils with a pinhole structure are indicative of soils that are moisture sensitive and potentially collapsible. These soils are anticipated to exhibit low to moderate strength and moderate to high compressibility characteristics.

- Materials causing excavation refusal were encountered within the dense natural soils in Test Pits TP-6 and TP-10 at depths ranging from 4.5 feet to 11.0 feet below the existing ground surface.

The natural clay soils were medium stiff to stiff, dry to moist, brown, tan, and white in color, and moderately over-consolidated. The natural clay soils contained trace pinholes. Soils with a pinhole structure are indicative of soils that are moisture sensitive and potentially collapsible. These soils are anticipated to exhibit low to moderate strength and moderate to high compressibility characteristics.

The natural silt, sand, and gravel soils were loose to very dense, slightly moist, and brown, tan, and white in color. The natural granular soils are anticipated to exhibit moderately high strength and moderately low compressibility characteristics under the anticipated load range.

For a more descriptive interpretation of subsurface conditions, please refer to Figures 3A through 3P, Test Pit Logs. The lines designating the interface between soil types on the test pit logs generally represent approximate boundaries. In situ, the transition between soil types may be gradual.

4.3 GROUNDWATER

Groundwater was not encountered to the depths explored in the test pits completed at the site.

Groundwater levels vary with changes in season and rainfall, construction activity, irrigation, snow melt, surface water run-off, and other site-specific factors.

5. DISCUSSIONS AND RECOMMENDATIONS

5.1 SUMMARY OF FINDINGS

The proposed structures may be supported upon conventional spread and continuous wall foundations supported upon suitable natural soils and/or structural fill extending to suitable natural soils.

The most significant geotechnical aspects at the site are:

1. The potentially collapsible soils encountered at the site that extended to depths of up to 6 feet below the existing ground surface. These potentially collapsible soils may be present in unexplored areas of the site and may extend to greater depths.

2. The existing non-engineered fills encountered to depths of up to 2.0 feet below the ground surface and observed on the surface throughout the site.

3. The shallow depth to excavation refusal in Test Pits TP-6 and TP-10.

Potentially collapsible soils were encountered to depths of up to 6.0 feet below the ground surface in the northwest/central portion of the site, as presented on Figure 2. Collapse consolidation tests indicated that some of these clay soils containing trace pinholes were slightly collapsible (collapse of 0.4 percent). Potentially collapsible soils will be sporadic with respect to thickness and lateral extent across the site. Under no circumstances shall foundations, floor slabs, and exterior rigid pavements be established over these collapsible soils. Footings must be placed on the suitable natural granular soils or granular structural fill extending to natural granular soils.

In flexible pavement areas, the in situ, potentially collapsible soils may remain if free of any deleterious materials and if properly prepared, as discussed later in this report. Even with this partial subgrade preparation underlying flexible pavements, some settlement and differential settlement may occur over deep sequences unless the potentially collapsible soils are completely removed. Before the placement of flexible pavements, the subgrade must be properly prepared as discussed later in this report.

Potentially collapsible soils may be present in unexplored areas of the site to varying depths. Therefore, a geotechnical engineer from GSH must observe every foundation and floor slab excavation to identify that all collapsible/unsuitable soils have been removed.

Prior to proceeding with construction, removal of all debris, surface vegetation, root systems, topsoil, non-engineered fill, potentially collapsible soils, and any deleterious materials from beneath an area extending out at least 5 feet from the perimeter of the proposed structure footprints and 3 feet beyond rigid pavements and exterior flatwork areas will be required. All existing utility locations should be reviewed to assess their impact on the proposed construction and abandoned and/or relocated as appropriate.

Due to the developed nature of this site and the surrounding area, additional non-engineered fills may exist in unexplored areas of the site. Based on our experience, non-engineered fills are frequently erratic in composition and consistency. All surficial loose/disturbed soils and non-engineered fills must be removed below all footings, floor slabs, and rigid pavements. The in situ, non-engineered fills may remain below flexible pavements if free of any deleterious materials, of limited thickness, and if properly prepared, as discussed later in this report.

The dense natural soils encountered at the refusal depths may require significant effort to excavate and should be considered in the design and bidding process. However, larger excavation equipment may be utilized to reach required design depths.

Detailed discussions pertaining to earthwork, foundations, pavements, and the geoseismic setting of the site are presented in the following sections.

5.2 EARTHWORK

5.2.1 Site Preparation

Initial site preparation will consist of the removal of all debris, potentially collapsible soils, non-engineered fills, surface vegetation, root systems, topsoil, and any deleterious materials from beneath an area extending out at least 5 feet from the perimeter of the proposed structure footprint and 3 feet beyond rigid pavements and exterior flatwork areas. All existing utility locations should be reviewed to assess their impact on the proposed construction and abandoned and/or relocated as appropriate.

In situ, non-engineered fills may remain below flexible pavements if free of debris and deleterious materials, less than 3 feet in thickness, and if properly prepared. Proper preparation below pavements will consist of the scarification of the upper 12 inches below asphalt concrete (flexible pavement), followed by moisture preparation and re-compaction to the requirements of structural fill. Even with proper preparation, pavements established overlying non-engineered fills may encounter some long-term movements unless the non-engineered fills are completely removed.

Similarly, below exterior flatwork such as sidewalks and driveways, a minimum of 18 inches of potentially collapsible soils must be removed and either replaced with new structural fill or recompacted to the requirements for structural fill. The replacement structural fill must consist of a sand and gravel mixture containing at least 20 percent fines (that is, either silt or clay particles). The purpose of the relatively high percentage of fines is to render the compacted material less permeable; thus, reducing the possibility of deep infiltration of surface water into the underlying potentially collapsible soil sequence. Even with the recommended minimum removal and replacement, some long-term movement of the slabs and pavements overlying deep sequences of potentially collapsible soils may still occur over time. If this is unacceptable, all potentially collapsible soils must be removed and replaced with compacted structural fill.

It must be noted that from a handling and compaction standpoint, soils containing high amounts of fines (silts and clays) are inherently more difficult to rework and are very sensitive to changes in moisture content, requiring very close moisture control during placement and compaction. This will be very difficult, if not impossible, during wet and cold periods of the year. Additionally, the on-site soils are likely above optimum moisture content for compacting at present and would require some drying prior to re-compacting.

Subsequent to stripping and prior to the placement of floor slabs, foundations, structural site grading fills, exterior flatwork, and pavements, the exposed subgrade must be proof rolled by passing moderate-weight rubber tire-mounted construction equipment over the surface at least twice. If excessively soft or otherwise unsuitable soils are encountered beneath footings, they must be completely removed. If removal depth required is greater than 2 feet below footings, GSH must be notified to provide further recommendations. In pavement, floor slab, and outside flatwork areas, unsuitable natural soils shall be removed to a maximum depth of 2 feet and replaced with compacted granular structural fill.

Subgrade preparation as described must be completed prior to placing overlying structural site grading fills.

GSH must be notified prior to the placement of structural site grading fills, floor slabs, footings, and pavements to verify that all potentially collapsible soils, loose/disturbed soils and non-engineered fills have been completely removed and/or properly prepared.

5.2.2 Temporary Excavations

Temporary excavations up to 8 feet deep in fine-grained cohesive soils, above or below the water table, may be constructed with sideslopes no steeper than one-half horizontal to one vertical (0.5H:1.0V). Excavations deeper than 8 feet are not anticipated at the site.

For granular (cohesionless) soils, construction excavations above the water table, not exceeding 4 feet, shall be no steeper than one-half horizontal to one vertical (0.5H:1.0V). For excavations up to 8 feet, in granular soils and above the water table, the slopes shall be no steeper than one horizontal to one vertical (1H:1V). Excavations encountering saturated cohesionless soils (not anticipated) will be very difficult and will require very flat sideslopes and/or shoring, bracing, and dewatering.

Due to the relatively shallow excavation refusal depths, difficult excavation should be anticipated within deeper excavations such as those for construction of utilities or the removal of non-engineered fills. However, larger excavation equipment may be utilized to reach required design depths.

All excavations must be inspected periodically by qualified personnel. If any signs of instability or excessive sloughing are noted, immediate remedial action must be initiated.

5.2.3 Structural Fill

Structural fill is defined as all fill which will ultimately be subjected to structural loadings, such as imposed by footings, floor slabs, pavements, etc. Structural fill will be required as backfill over foundations and utilities, as site grading fill, and as replacement fill below footings. All structural fill must be free of surface vegetation, root systems, rubbish, topsoil, frozen soil, and other deleterious materials.

Structural site grading fill is defined as structural fill placed over relatively large open areas to raise the overall grade. For structural site grading fill, the maximum particle size shall not exceed 4 inches; although, occasional larger particles, not exceeding 8 inches in diameter, may be incorporated if placed randomly in a manner such that “honeycombing” does not occur and the desired degree of compaction can be achieved. The maximum particle size within structural fill placed within confined areas shall be restricted to 2 inches.

On-site soils, including existing non-engineered fills, may be re-utilized as structural site grading fill if they do not contain construction debris or deleterious material and meet the requirements of structural fill. Fine-grained soils will require very close moisture control and may be very difficult, if not impossible, to properly place and compact during wet and cold periods of the year.

Imported structural fill below foundations and floor slabs shall consist of a well graded sand and gravel mixture with less than 30 percent retained on the three-quarter-inch sieve and less than 20 percent passing the No. 200 Sieve (clays and silts).

To stabilize soft subgrade conditions (if encountered) or where structural fill is required to be placed closer than 2.0 feet above the water table at the time of construction, a mixture of coarse angular gravels and cobbles and/or 1.5- to 2.0-inch gravel (stabilizing fill) shall be utilized. It may also help to utilize a stabilization fabric, such as Mirafi 600X or equivalent, placed on the natural ground if 1.5- to 2.0-inch gravel is used as stabilizing fill.

5.2.4 Fill Placement and Compaction

All structural fill shall be placed in lifts not exceeding 8 inches in loose thickness. Structural fills shall be compacted in accordance with the percent of the maximum dry density as determined by the AASHTO[1] T180 (ASTM[2] D1557) compaction criteria in accordance with the following table:

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 5 feet beyond the perimeter of the structure	0 to 10	95
Site grading fills outside area defined above	0 to 5	90
Site grading fills outside area defined above	5 to 10	95
Utility trenches within structural areas	--	96
Road base	--	96

Structural fills greater than 10 feet thick are not anticipated at the site.

Subsequent to stripping and prior to the placement of structural site grading fill, the subgrade shall be prepared as discussed in Section 5.2.1, Site Preparation, of this report. In confined areas, subgrade preparation shall consist of the removal of all loose or disturbed soils.

[1] American Association of State Highway and Transportation Officials
[2] American Society for Testing and Materials

Coarse angular gravel and cobble mixtures (stabilizing fill), if utilized, shall be end dumped, spread to a maximum loose lift thickness of 15 inches, and compacted by dropping a backhoe bucket onto the surface continuously at least twice. As an alternative, the stabilizing fill may be compacted by passing moderately heavy construction equipment or large self-propelled compaction equipment at least twice. Subsequent fill material placed over the coarse gravels and cobbles shall be adequately compacted so that the "fines" are "worked into" the voids in the underlying coarser gravels and cobbles. Where soil fill materials are to be placed directly over more than about 18 inches of clean gravel, a separation geofabric, such as Mirafi 140N or equivalent, is recommended to be placed between the gravel and subsequent soil fills.

Non-structural fill may be placed in lifts not exceeding 12 inches in loose thickness and compacted by passing construction, spreading, or hauling equipment over the surface at least twice.

5.2.5 Utility Trenches

All utility trench backfill material below structurally loaded facilities (footings, floor slabs, flatwork, pavements, etc.) shall be placed at the same density requirements established for structural fill. If the surface of the backfill becomes disturbed during the course of construction, the backfill shall be proof rolled and/or properly compacted prior to the construction of any exterior flatwork over a backfilled trench. Proof rolling shall be performed by passing moderately loaded rubber tire-mounted construction equipment uniformly over the surface at least twice. If excessively loose or soft areas are encountered during proof rolling, they shall be removed to a maximum depth of 2 feet below design finish grade and replaced with structural fill.

Many utility companies and City-County governments are now requiring that Type A-1a or A-1b (AASHTO Designation – granular soils with limited fines) soils be used as backfill over utilities. These organizations are also requiring that in public roadways, the backfill over major utilities be compacted over the full depth of fill to at least 96 percent of the maximum dry density as determined by the AASHTO T180 (ASTM D1557) method of compaction. GSH recommends that as the major utilities continue onto the site that these compaction specifications are followed.

Fine-grained soils, such as silts and clays, are not recommended for utility trench backfill in structural areas.

Due to the relatively shallow excavation refusal depths, difficult excavation should be anticipated within deeper excavations such as those for construction of utilities. However, larger excavation equipment may be utilized to reach required design depths.

5.3 GROUNDWATER

Groundwater was not encountered to the depths explored in the test pits completed at the site and is not anticipated to impact construction operations.

The groundwater measurements presented are conditions at the time of the field exploration and may not be representative of other times or locations. Groundwater levels may vary seasonally and with precipitation, as well as other factors including irrigation. Evaluation of these factors is beyond the scope of this study. Groundwater levels may, therefore, be at shallower or deeper depths than those measured during this study, including during construction and over the life of the structure.

The extent and nature of any dewatering required during construction will be dependent on the actual groundwater conditions prevalent at the time of construction and the effectiveness of construction drainage to prevent run-off into open excavations.

5.3.1 Stormwater Percolation Test

A stormwater percolation test was performed at a depth of approximately 5.0 feet in the representative natural clay soils at Test Pit TP-9. The measured percolation rate was 30 minutes per inch. This design percolation rate should be considered typical for the soils at the site.

5.4 SPREAD AND CONTINUOUS WALL FOUNDATIONS

5.4.1 Design Data

The results of our analysis indicate that the proposed structures may be supported upon conventional spread and continuous wall foundations established upon suitable natural soils and/or structural fill extending to suitable natural soils. Under no circumstances shall foundations be established over non-engineered fills, potentially collapsible soils, loose or disturbed soils, topsoil, surface vegetation, root systems, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. For design, the following parameters are provided:

Minimum Recommended Depth of Embedment for Frost Protection	- 30 inches
Minimum Recommended Depth of Embedment for Non-frost Conditions	- 15 inches
Recommended Minimum Width for Continuous Wall Footings	- 18 inches
Minimum Recommended Width for Isolated Spread Footings	- 24 inches
Recommended Net Bearing Capacity for Real Load Conditions	- 2,500 pounds per square foot

Bearing Capacity Increase for Seismic Loading	- 50 percent

The term "net bearing capacity" refers to the allowable pressure imposed by the portion of the structure located above lowest adjacent final grade. Therefore, the weight of the footing and backfill to lowest adjacent final grade need not be considered. Real loads are defined as the total of all dead plus frequently applied live loads. Total load includes all dead and live loads, including seismic and wind.

5.4.2 Installation

Under no circumstances shall the footings be installed upon potentially collapsible soils, non-engineered fills, loose or disturbed soils, topsoil, surface vegetation, root systems, rubbish, construction debris, or other deleterious materials. If unsuitable soils are encountered, they must be removed and replaced with compacted granular fill. If granular soils become loose or disturbed, they must be recompacted prior to pouring the concrete.

The width of structural replacement fill below footings shall be equal to the width of the footing plus one foot for each foot of fill thickness.

5.4.3 Settlements

Based on column loadings, soil bearing capacities, and the foundation recommendations as discussed above, we expect primary total settlement beneath individual foundations to be less than one inch.

The amount of differential settlement is difficult to predict because the subsurface and foundation loading conditions can vary considerably across the site. However, we anticipate differential settlement between adjacent foundations could vary from 0.5 to 0.75 inch. The final deflected shape of the structure will be dependent on actual foundation locations and loading.

5.5 LATERAL RESISTANCE

Lateral loads imposed upon foundations due to wind or seismic forces may be resisted by the development of passive earth pressures and friction between the base of the footings and the supporting soils. In determining frictional resistance, a coefficient of friction of 0.35 may be utilized for the footing interface with in-situ natural clay soils and 0.40 for footing interface with natural granular soils or granular structural fill. Passive resistance provided by properly placed and compacted granular structural fill above the water table may be considered equivalent to a fluid with a density of 300 pounds per cubic foot. Below the water table, this granular soil shall be considered equivalent to a fluid with a density of 150 pounds per cubic foot.

A combination of passive earth resistance and friction may be utilized provided that the friction component of the total is divided by 1.5.

5.6 LATERAL PRESSURES

Parameters, as presented within this section, are for backfills which will consist of drained soil placed and compacted in accordance with the recommendations presented herein.

The lateral pressures imposed upon subgrade facilities will, therefore, be basically dependent upon the relative rigidity and movement of the backfilled structure. For active walls, such as retaining walls which can move outward (away from the backfill), drained backfill may be considered equivalent to a fluid with a density of 40 pounds per cubic foot in computing lateral pressures. For more rigid subgrade walls that are not more than 10 inches thick, granular backfill may be considered equivalent to a fluid with a density of 50 pounds per cubic foot. For very rigid non-yielding walls, granular backfill shall be considered equivalent to a fluid with a density of at least 60 pounds per cubic foot. The above values assume that the surface of the soils slope behind the wall is horizontal and that the granular fill within 3 feet of the wall will be compacted with hand-operated compacting equipment.

For seismic loading of below-grade walls, the uniform lateral pressures below, in pounds per square foot (psf), shall be added based on wall depth and wall case:

Uniform Lateral Pressures			
Wall Height (Feet)	**Active Pressure Case (psf)**	**Moderately Yielding Case (psf)**	**At Rest/Non-Yielding Case (psf)**
4	20	46	71
6	30	68	107
8	40	91	142
10	50	114	178

5.7 FLOOR SLABS

Floor slabs may be established upon suitable natural subgrade soils or structural fill extending to suitable natural soils. Under no circumstances shall floor slabs be established directly over non-engineered fills, potentially collapsible soils, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water.

To facilitate curing of the concrete and to provide a capillary moisture break, it is recommended that floor slabs be directly underlain by at least 4 inches of "free-draining" fill, such as "pea" gravel or three-quarters to one inch minus clean gap-graded gravel.

Settlement of lightly loaded floor slabs designed according to previous recommendations (average uniform pressure of 200 pounds per square foot or less) is anticipated to be less than one-quarter of an inch.

5.8 PAVEMENTS

The natural clay soils, non-engineered fills, and potentially collapsible soils will exhibit poor pavement support characteristics when saturated. All pavement areas must be prepared as previously discussed (see Section 5.2.1, Site Preparation). Under no circumstances shall pavements be established over unprepared non-engineered fills, unprepared potentially collapsible soils, loose or disturbed soils, topsoil, surface vegetation, root systems, rubbish, construction debris, other deleterious materials, frozen soils, or within ponded water. With the subgrade soils and the estimated projected traffic as discussed in Section 2, Proposed Construction, the following pavement sections are recommended:

Parking Areas and Light-Duty Drive Lanes

(Light Volume of Automobiles and Light Trucks,
Occasional Medium-Weight Trucks,
and No Heavyweight Trucks)
[5 equivalent 18-kip axle loads per day]

Flexible Pavements:
(Asphalt Concrete)

3.0 inches	Asphalt concrete
8.0 inches	Aggregate base
Over	Properly prepared collapsible soils, fills, natural subgrade soils, and/or structural site grading fill extending to properly prepared collapsible soils, fills, and/or natural subgrade soils

Rigid Pavements:
(Non-reinforced Concrete)

5.0 inches	Portland cement concrete (non-reinforced)
6.0 inches	Aggregate base
Over	Properly prepared natural subgrade soils, and/or structural site grading fill extending to properly prepared natural subgrade soils

Loading/Unloading Areas and Heavy-Duty Drive Lanes

(Moderate Volume of Automobiles, Light Trucks,
and Medium-Weight Trucks,
with a Light Volume of Heavyweight Trucks)
[28 equivalent 18-kip axle loads per day]

Flexible Pavements:
(Asphalt Concrete)

4.0 inches	Asphalt concrete
6.0 inches	Aggregate base
8.0 inches*	Aggregate subbase
Over	Properly prepared collapsible soils, fills, natural subgrade soils, and/or structural site grading fill extending to properly prepared collapsible soils, fills, and/or natural subgrade soils

* Subbase may consist of granular site grading fills with a minimum California Bearing Ratio (CBR) of 30 percent.

Rigid Pavements:
(Non-reinforced Concrete)

6.0 inches	Portland cement concrete (non-reinforced)
6.0 inches	Aggregate base
Over	Properly prepared natural subgrade soils, and/or structural site grading fill extending to properly prepared natural subgrade soils

For dumpster pads, we recommend a pavement section consisting of 8 inches of Portland cement concrete, 12 inches of aggregate base, over properly prepared natural subgrade or site grading structural fills. Dumpster pads shall not be constructed overlying non-engineered fills under any circumstances.

These above rigid pavement sections are for non-reinforced Portland cement concrete. Concrete shall be designed in accordance with the American Concrete Institute (ACI) and joint details shall

conform to the Portland Cement Association (PCA) guidelines. The concrete shall have a minimum 28-day unconfined compressive strength of 4,000 pounds per square inch and contain 6 percent ±1 percent air-entrainment.

The crushed stone shall conform to applicable sections of the current Utah Department of Transportation (UDOT) Standard Specifications. All asphalt material and paving operations shall meet applicable specifications of the Asphalt Institute and UDOT. A GSH technician shall observe placement and perform density testing of the base course material and asphalt.

Please note that the recommended pavement section is based on estimated post-construction traffic loading. If the pavement is to be constructed and utilized by construction traffic, the above pavement section may prove insufficient for heavy truck traffic, such as concrete trucks or tractor-trailers used for construction delivery. Unexpected distress, reduced pavement life, and/or premature failure of the pavement section could result if subjected to heavy construction traffic and the owner should be made aware of this risk. If the estimated traffic loading stated herein is not correct, GSH must review actual pavement loading conditions to determine if revisions to these recommendations are warranted.

5.9 CEMENT TYPES

The laboratory tests indicate that the natural soils tested contain a negligible amount of sulfates. Based on our test results, concrete in contact with the on-site soil will have a low potential for sulfate reaction (ACI 318, Table 4.3.1). Therefore, all concrete which will be in contact with the site soils may be prepared using Type I or IA cement.

5.10 GEOSEISMIC SETTING

5.10.1 General

Utah municipalities have adopted the International Building Code (IBC) 2018. The IBC 2018 code refers to ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE 7-16) determines the seismic hazard for a site based upon mapping of bedrock accelerations prepared by the United States Geologic Survey (USGS) and the soil site class. The USGS values are presented on maps incorporated into the IBC code and are also available based on latitude and longitude coordinates (grid points).

5.10.2 Faulting

Based on our review of available literature, no active faults pass through or immediately adjacent to the site. The nearest active mapped fault consists of the Utah Lake faults, located about 4.9 miles to the southeast of the site.

5.10.3 Soil Class

For dynamic structural analysis, the Site Class D – Default Soil Profile as defined in Chapter 20 of ASCE 7-16 (per Section 1613.3.2, Site Class Definitions, of IBC 2018) can be utilized. If a measured site class is desired based on the project structural engineer's evaluation and recommendations, additional testing and analysis can be completed by GSH to determine the measured site class. Please contact GSH for additional information.

5.10.4 Ground Motions

The IBC 2018 code is based on USGS mapping, which provides values of short and long period accelerations for average bedrock values for the Western United States and must be corrected for local soil conditions. The following table summarizes the peak ground and short and long period accelerations for the MCE event and incorporates the appropriate soil amplification factor for a Site Class D – Default* Soil Profile. Based on the site latitude and longitude (40.3826 degrees north and 111.9768 degrees west, respectively), the values for this site are tabulated below:

Spectral Acceleration Value, T	Bedrock Boundary [mapped values] (% g)	Site Coefficient	Site Class D - Default* [adjusted for site class effects] (% g)	Design Values** (% g)
0.2 Seconds (Short Period Acceleration)	S_S = 88.8	F_a = 1.200	S_{MS} = 106.5	S_{DS} = 71.0
1.0 Second (Long Period Acceleration)	S_1 = 32.2	F_v = 1.978	S_{M1} = 63.7	S_{D1} = 42.5

* If a measured site class in accordance with IBC 2018/ASCE 7-16 is beneficial based on the project structural engineer's review, please contact GSH for additional options for obtaining this measured site class.

**IBC 2018/ASCE 7-16 may require a site-specific study based on the project structural engineer's evaluation and recommendations. If needed, GSH can provide additional information and analysis including a complete site-specific study.

5.10.5 Liquefaction

The site is located in an area that has been identified by the Utah Geological Survey (UGS) as being a "low" liquefaction potential zone. Liquefaction is defined as the condition when saturated, loose, granular soils lose their support capabilities because of excessive pore water pressure, which develops during a seismic event. Clayey soils, even if saturated, will generally not liquefy during a major seismic event.

Due to the density of the granular soils and the lack of groundwater, liquefaction is not anticipated to occur within the soils encountered at this site.

5.11 SITE VISITS

GSH must verify that all topsoil/disturbed soils and any other unsuitable soils have been removed, that non-engineered fills potentially collapsible soils, have been removed and/or properly prepared, and that suitable soils have been encountered prior to placing site grading fills, footings, slabs, and pavements. Additionally, GSH must observe fill placement and verify in-place moisture content and density of fill materials placed at the site.

6. CLOSURE

If you have any questions or would like to discuss these items further, please feel free to contact us at (801) 685-9190.

Respectfully submitted,

GSH Geotechnical, Inc.

Giavanna Lonardo, E.I.T.
Staff Engineer

Reviewed by:



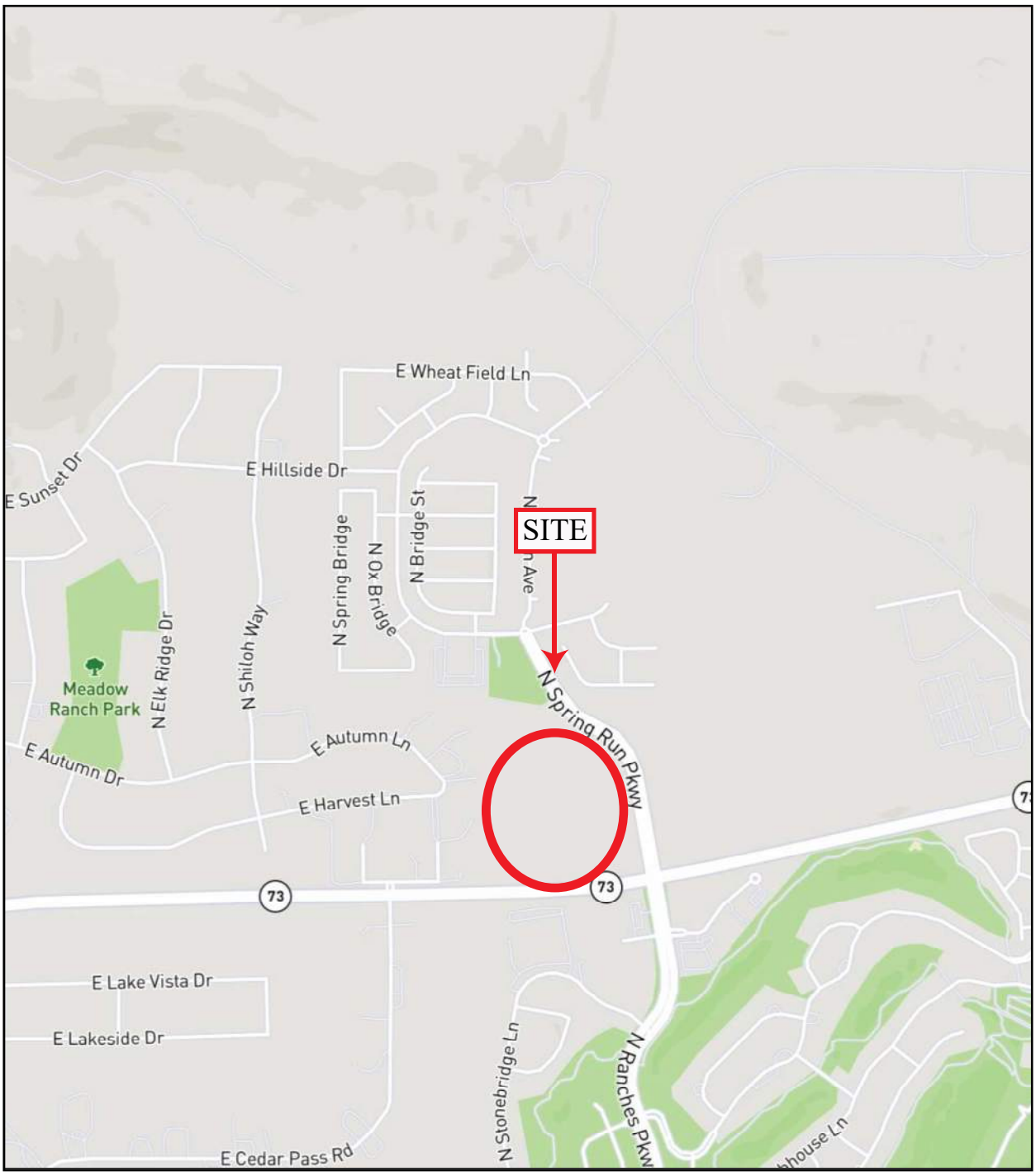
Alan D. Spilker, P.E.
State of Utah No. 334228
President/Senior Geotechnical Engineer

GAL/ADS:jmt

Encl. Figure 1, Vicinity Map
Figure 2, Site Plan
Figures 3A through 3P, Test Pit Logs
Figure 4, Key to Test Pit Log (USCS)

Addressee (email)

ARMSTRONG CAPITAL DEVELOPMENT
JOB NO. 3630-001-22



0.10 0 0 0 0 0 0.1 0.2 0.3 0.4 MI 0.5

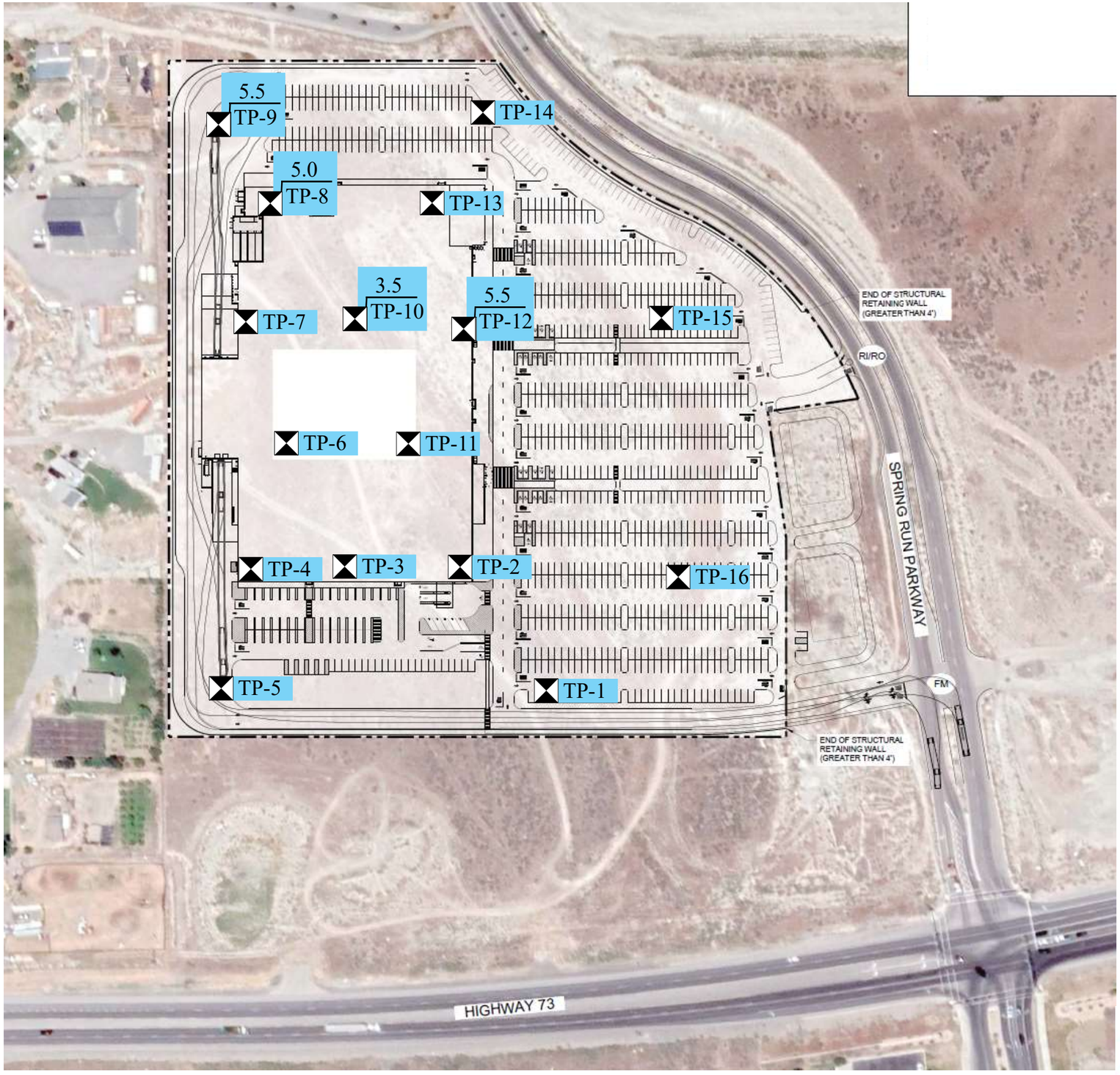
200 0 0 200 400 600 M 800

FIGURE 1
VICINITY MAP

REFERENCE:
ALL TRAILS - NATIONAL GEOGRAPHIC TERRAIN
DATED 2022

GSH

ARMSTRONG CAPITAL DEVELOPMENT
JOB NO. 3630-001-22



KEY:

Potentially Collapsible Soils Depth (feet)
/ Test Pit No.

APPROXIMATE SCALE IN FEET
80 0 80 160

REFERENCE:
ADAPTED FROM DRAWING ENTITLED "EAGLE MOUNTAIN, UT HIGHWAY 73 & SPRING RUN PARKWAY"
BY, GALLOWAY DATED 9/19/2022

FIGURE 2
SITE PLAN

GSH

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-1

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL FILL	SILTY CLAY, FILL with some fine and coarse gravel; major roots (topsoil) to 3"; brown								slightly moist medium stiff
	GM	SILTY FINE AND COARSE GRAVEL with fine to coarse sand; brown								slightly moist medium dense
			5		10.4		13.9			moist
		End of exploration at 5.5'. No significant sidewall caving. No groundwater encountered at time of excavation.								
			10							
			15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3A

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-2

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	GP/ GM	FINE AND COARSE GRAVEL with silt and fine to coarse sand and cobbbles; major roots (topsoil) to 3"; white								slightly moist medium dense
										dense
		grades with cobbles and boulders	5							
	GP	FINE AND COARSE GRAVEL with trace silt, fine to coarse sand, and cobbles; tan								slightly moist dense
			10							very dense
		End of exploration at 10.5'. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25" diameter slotted PVC pipe to 10.5'.	15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3B

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-3

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL FILL	SILTY CLAY, FILL with some fine and coarse gravel; major roots (topsoil) to 3"; brown								slightly moist soft
	GP/ GM	FINE AND COARSE GRAVEL with fine to coarse sand, cobbles, and trace boulders; white								slightly moist medium dense
			5							
	SP/ SM	FINE TO COARSE SAND with some silt, fine and coarse gravel, cobbles, and boulders; tan			5.4		9.6			slightly moist dense
			10							
	GP/ GM	FINE AND COARSE GRAVEL with some silt, fine to coarse sand, cobbles, and trace boulders; brown								slightly moist medium dense
		End of exploration at 13.5'. No significant sidewall caving. No groundwater encountered at time of excavation.	15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3C

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-4

CLIENT: Armstrong Capital Development — PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store — DATE STARTED: 11/7/22 — DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah — GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) — ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL FILL	SILTY CLAY, FILL with fine and coarse gravel and cobbles; major roots (topsoil) to 3"; brown								slightly moist soft
	SM	SILTY FINE TO COARSE SAND with fine and coarse gravel and cobbles; brown			7.5		28.9			slightly moist medium dense
		grades with boulders	5							
	CL	FINE TO COARSE SANDY CLAY with some fine and coarse gravel and some cobbles; well cemented; brown								slightly moist-moist stiff
			10							
			15							very stiff
		End of exploration at 15.5'. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25" diameter slotted PVC pipe to 15.5'.								
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3D

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-5

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	SP/ SM	FINE TO COARSE SAND with fine and coarse gravel and silt; major roots (topsoil) to 3"; brown								slightly moist medium dense
			5							
		End of exploration at 5.5'. No significant sidewall caving. No groundwater encountered at time of excavation.								
			10							
			15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3E

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-6

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL FILL	SILTY CLAY, FILL with fine and coarse gravel; major roots (topsoil) to 3"; brown								slightly moist medium stiff
	GM	SILTY FINE AND COARSE GRAVEL with fine to coarse sand, cobbles, and some boulders; white								slightly moist medium dense
					5.8		12.8			
		Refusal at 4.5' on boulders. No significant sidewall caving. No groundwater encountered at time of excavation.	5							
			10							
			15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3F

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-7

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	GM	SILTY FINE AND COARSE GRAVEL with trace clay and some fine to coarse sand; major roots (topsoil) to 3"; brown								slightly moist medium dense
	ML	FINE TO MEDIUM SANDY SILT with fine and coarse gravel and some cobbles; white	5							slightly moist medium dense
	GP/GM	FINE AND COARSE GRAVEL with fine to coarse sand, some silt, and cobbles; brown	10							slightly moist dense
	CL	SILTY CLAY with fine and coarse gravel, fine to coarse sand, cobbles, and trace boulders; brown								slightly moist very stiff
		End of exploration at 12.5'. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25" diameter slotted PVC pipe to 12.5'.	15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3G

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-8

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL	SILTY CLAY with some fine sand and trace fine gravel; major roots (topsoil) to 3"; brown								slightly moist medium stiff
		grades with some fine sand, trace fine gravel, and trace pinholes/ rootholes; white/tan								
					10.6	89				
			5							
		grades fine sandy clay with trace fine gravel and cobbles	10							
								29	10	
		End of exploration at 15.0'. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25” diameter slotted PVC pipe to 15.0’.	15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3H

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-9

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/7/22 | DATE FINISHED: 11/7/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/7/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL	SILTY CLAY with fine to medium sand, trace fine gravel, pinholes/rootholes; major roots (topsoil) to 3"; white/tan			8.4	84				slightly moist very stiff
		End of exploration at 5.5'. No significant sidewall caving. No groundwater encountered at time of excavation.	5							
			10							
			15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3I

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-10

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/8/22 | DATE FINISHED: 11/8/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/8/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL FILL	SILTY CLAY, FILL with some fine and coarse gravel; major roots (topsoil) to 3"; brown								slightly moist soft
	CL	SILTY CLAY with some fine sand and some roots/pinholes; brown								dry medium stiff
		grades with trace fine gravel; tan	5		9.3	79				moist
		grades with some fine gravel								
	GM	SILTY FINE AND COARSE GRAVEL with fine to coarse sand, cobbles, and boulders; brown	10							slightly moist dense
		Refusal at 11.0' on boulders. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25” diameter slotted PVC pipe to 11.0’.	15 20 25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3J

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-11

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/8/22 | DATE FINISHED: 11/8/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/8/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL	SILTY CLAY with some fine to medium sand and trace fine gravel; major roots (topsoil) to 3"; brown								slightly moist medium dense
			5		9.6	76				moist
	GM	SILTY FINE AND COARSE GRAVEL with some clay, some fine to coarse sand, and cobbles; tan	10							slightly moist dense
		grades brown	15							
		End of exploration at 15.5'. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25" diameter slotted PVC pipe to 15.5'.	20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3K

TEST PIT LOG

Page: 1 of 1

TEST PIT: TP-12

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/8/22 | DATE FINISHED: 11/8/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/8/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL	SILTY CLAY with some fine and coarse gravel and trace pinholes; major roots (topsoil) to 3"; brown								slightly moist stiff
		grades with trace fine and coarse gravel and some pinholes; white/tan			7.2	83				
			5							
	SM/SC	SILTY FINE TO MEDIUM SAND with some clay, organics (shells), and pinholes; light brown								slightly moist medium dense
	SP/SM	FINE AND COARSE GRAVELLY FINE TO COARSE SAND with some silt and some cobbles; brown								slightly moist loose
			10		8.3		9.2			
	SM	SILTY FINE TO MEDIUM SAND with some fine and coarse gravel and some cobbles; brown								slightly moist loose
			15							
		End of exploration at 15.5'. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25" diameter slotted PVC pipe to 15.5'.								
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3L

TEST PIT LOG

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TEST PIT: TP-13

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/8/22 | DATE FINISHED: 11/8/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/8/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL FILL	SILTY CLAY, FILL with fine and coarse gravel; major roots (topsoil) to 3"; brown								slightly moist medium stiff
	GP/ GM	FINE AND COARSE GRAVEL with fine to coarse sand and some silt; brown								slightly moist medium dense
	SP	FINE AND COARSE GRAVELLY FINE TO COARSE SAND with trace clay; oxidized; brown	5		8.2		2.1			slightly moist loose
	GP	FINE AND COARSE GRAVEL with fine to coarse sand and trace clay; brown	10							slightly moist dense
	CL	SILTY CLAY with trace fine sand; brown								dry-slightly moist stiff
	SM	SILTY FINE TO COARSE SAND with fine and coarse gravel and cobbles; tan	15							slightly moist medium dense
		End of exploration at 15.5'. No significant sidewall caving. No groundwater encountered at time of excavation. Installed 1.25" diameter slotted PVC pipe to 15.5'.	20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3M

TEST PIT LOG

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TEST PIT: TP-14

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/8/22 | DATE FINISHED: 11/8/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/8/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL	SILTY CLAY with major roots (topsoil) to 3"; white/tan								dry medium stiff
			5							
		End of exploration at 5.5'. No significant sidewall caving. No groundwater encountered at time of excavation.								
			10							
			15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3N

TEST PIT LOG

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TEST PIT: TP-15

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/8/22 | DATE FINISHED: 11/8/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/8/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL	FINE TO MEDIUM SANDY CLAY with fine and coarse gravel; major roots (topsoil) to 3"; brown								slightly moist stiff
			5							
		End of exploration at 5.5'. No significant sidewall caving. No groundwater encountered at time of excavation.								
			10							
			15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3O

TEST PIT LOG

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TEST PIT: TP-16

CLIENT: Armstrong Capital Development | PROJECT NUMBER: 3630-001-22

PROJECT: Proposed Eagle Mountain Big Box Store | DATE STARTED: 11/8/22 | DATE FINISHED: 11/8/22

LOCATION: Northwest of Highway 73 and Spring Run Parkway, Eagle Mountain, Utah | GSH FIELD REP.: MS

EXCAVATING METHOD/EQUIPMENT: CAT 430D - Backhoe

GROUNDWATER DEPTH: Not Encountered (11/8/22) | ELEVATION: ---

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
		Ground Surface	0							
	CL	SILTY CLAY with trace fine and coarse gravel and trace pinholes; major roots (topsoil) to 3"; brown								dry medium stiff
			5							
		End of exploration at 5.5'. No significant sidewall caving. No groundwater encountered at time of excavation.								
			10							
			15							
			20							
			25							

See Subsurface Conditions section in the report for additional information.

FIGURE 3P

CLIENT: Armstrong Capital Development
PROJECT: Proposed Eagle Mountain Big Box Store
PROJECT NUMBER: 3630-001-22

KEY TO TEST PIT LOG

WATER LEVEL	USCS	DESCRIPTION	DEPTH (FT.)	SAMPLE SYMBOL	MOISTURE (%)	DRY DENSITY (PCF)	% PASSING 200	LIQUID LIMIT (%)	PLASTICITY INDEX	REMARKS
①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩	⑪

COLUMN DESCRIPTIONS

① **Water Level:** Depth to measured groundwater table. See symbol below.

② **USCS:** (Unified Soil Classification System) Description of soils encountered; typical symbols are explained below.

③ **Description:** Description of material encountered; may include color, moisture, grain size, density/consistency,

④ **Depth (ft.):** Depth in feet below the ground surface.

⑤ **Sample Symbol:** Type of soil sample collected at depth interval shown; sampler symbols are explained below.

⑥ **Moisture (%):** Water content of soil sample measured in laboratory; expressed as percentage of dryweight of

⑦ **Dry Density (pcf):** The density of a soil measured in laboratory; expressed in pounds per cubic foot.

⑧ **% Passing 200:** Fines content of soils sample passing a No. 200 sieve; expressed as a percentage.

⑨ **Liquid Limit (%):** Water content at which a soil changes from plastic to liquid behavior.

⑩ **Plasticity Index (%):** Range of water content at which a soil exhibits plastic properties.

⑪ **Remarks:** Comments and observations regarding drilling or sampling made by driller or field personnel. May include other field and laboratory test results using the following abbreviations:

CEMENTATION:

Weakly: Crumbles or breaks with handling or slight finger pressure.

Moderately: Crumbles or breaks with considerable finger pressure.

Strongly: Will not crumble or break with finger pressure.

MODIFIERS:

Trace <5%

Some 5-12%

With > 12%

MOISTURE CONTENT (FIELD TEST):

Dry: Absence of moisture, dusty, dry to the touch.

Moist: Damp but no visible water.

Saturated: Visible water, usually soil below water table.

Descriptions and stratum lines are interpretive; field descriptions may have been modified to reflect lab test results. Descriptions on the logs apply only at the specific boring locations and at the time the borings were advanced; they are not warranted to be representative of subsurface conditions at other locations or times.

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)

MAJOR DIVISIONS			USCS SYMBOLS	TYPICAL DESCRIPTIONS
COARSE-GRAINED SOILS More than 50% of material is larger than No. 200 sieve size.	GRAVELS More than 50% of coarse fraction retained on No. 4 sieve.	CLEAN GRAVELS (little or no fines)	GW	Well-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
			GP	Poorly-Graded Gravels, Gravel-Sand Mixtures, Little or No Fines
		GRAVELS WITH FINES (appreciable amount of fines)	GM	Silty Gravels, Gravel-Sand-Silt Mixtures
			GC	Clayey Gravels, Gravel-Sand-Clay Mixtures
	SANDS More than 50% of coarse fraction passing through No. 4 sieve.	CLEAN SANDS (little or no fines)	SW	Well-Graded Sands, Gravelly Sands, Little or No Fines
			SP	Poorly-Graded Sands, Gravelly Sands, Little or No Fines
		SANDS WITH FINES (appreciable amount of fines)	SM	Silty Sands, Sand-Silt Mixtures
			SC	Clayey Sands, Sand-Clay Mixtures
FINE-GRAINED SOILS More than 50% of material is smaller than No. 200 sieve size.	SILTS AND CLAYS Liquid Limit less than 50%		ML	Inorganic Silts and Very Fine Sands, Rock Flour, Silty or Clayey Fine Sands or Clayey Silts with Slight Plasticity
			CL	Inorganic Clays of Low to Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean Clays
			OL	Organic Silts and Organic Silty Clays o f Low Plasticity
	SILTS AND CLAYS Liquid Limit greater than 50%		MH	Inorganic Silts, Micacious or Diatomacious Fine Sand or Silty Soils
			CH	Inorganic Clays of High Plasticity, Fat Clays
			OH	Organic Silts and Organic Clays of Medium to High Plasticity
HIGHLY ORGANIC SOILS			PT	Peat, Humus, Swamp Soils with High Organic Contents

Note: Dual Symbols are used to indicate borderline soil classifications.

STRATIFICATION:

DESCRIPTION	THICKNESS
Seam	up to 1/8"
Layer	1/8" to 12"

Occasional: One or less per 6" of thickness

Numerous; More than one per 6" of thickness

TYPICAL SAMPLER GRAPHIC SYMBOLS

- Bulk/Bag Sample
- Standard Penetration Split Spoon Sampler
- Rock Core
- No Recovery
- 3.25" OD, 2.42" ID D&M Sampler
- 3.0" OD, 2.42" ID D&M Sampler
- California Sampler
- Thin Wall

WATER SYMBOL

Water Level

FIGURE 4

GSH

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**
TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Approving the First Amendment to the Pole Canyon (AKA Firefly) Master Development Plan.
ITEM TYPE:	Amended Master Development Plan & Amended Master Development Agreement
FISCAL IMPACT:	
APPLICANT:	Oquirrh Wood Ranch et al & DAI as developer(s) -- with Nate Shipp, David Vitek & Heather Upshaw representing

GENERAL PLAN DESIGNATION	**CURRENT ZONE**	**ACREAGE**	**COMMUNITY**
Parks and Open Space, Neighborhood Residential One, Neighborhood Residential Three, Agricultural/Rural Density Two, Town Center Mixed-Use, Business Park/Light Industry, Regional Commercial, Community Commercial	Residential per adopted 2010 Master Development Agreement	2,781.99 (640 to sq. mile)	Firefly (formerly "Pole Canyon")

PUBLIC HEARING:
Yes

PREPARED BY:
Robert Hobbs, Planning

PRESENTED BY:
Robert Hobbs -- Planning Manager

RECOMMENDATION:

Staff recommends that the City Council consider tabling the proposed applications to facilitate further deliberation on major, outstanding ARMDA and Community Plan issues/topics.

BACKGROUND:

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 per the legal description associated with the annexation petition. The Agreement further recorded commitments entered into between the City and developer (PCIG) respecting the development and build-out of the Pole Canyon project. Three amendments to the MDA have also been approved since that date.

The project's original Development Agreement with the City contains a "Land Use Element Exhibit 2". It references 18 residential planning areas or pods (1,984.32 acres), five commercial areas (186.86 acres), and three industrial pods (451.36 acres). Between the residential areas and one of the commercial sections, the total maximum residential unit count approved for development in Pole Canyon tallied 9,659 units -- a number that is still vested.

The 2010 MDA recognized that at least 178 acres of open space would be required in Pole Canyon. One hundred of those acres were assumed to be derived from the donation of the Boy Scouts of America land that is positioned on the northwest corner of the development. Matters addressed by the Agreement and subsequent amendments included, in part, the approval process for build-out of Pole Canyon, infrastructure improvements, a traffic study, existing agricultural uses, etc.

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.

Legal counsel has been analyzing the proposed Firefly applications for a while now. Staff has reviewed the applicants' materials -- as relating mostly to planning and zoning matters -- and provided comments to the City Planning Commission and now presents this summary report to City Council. Generally, Staff supports the general aspects of the proposed changes to the master development plan (shifting of density to the east, focus on outdoor recreation and trail system, regional park, industrial park, and more creative housing and neighborhood designs, etc.).

On January 10, 2023, the Planning Commission heard this matter and

tabled the same until the 24th to allow further review time of the application package and report materials. On January 24th, the Planning Commission voted to recommend to the City Council that the applications be approved with conditions as noted in the Planning Commission Action/Recommendation section hereafter. Refinement to plans and developer's presentation have since ensued; the attached plans are the most current provided by the Applicant/developer(s) team.

ITEMS FOR CONSIDERATION:

The January 09, 2010 [original] Development Agreement and three subsequent amendments may be found here for comparison. Nevertheless, the First Amendment pertaining to rodeo grounds is hereto attached for easier? access.

Council, matters that you might wish to review and/or take note of include, but are not limited to, the following:

1. The Applicant already has an existing Development Agreement vested on, or against, the property; and,

2. The property's zoning of "Residential" [no longer "on the books"] will still be assigned to the land even if the Master Development Plan and Agreement Amendment requests are approved. We are in the process of researching and/or creating a zone or set of standards that allows the City to approve large master development plans and exceptions to code in development agreements (a "planned community" zone, or similar); and,

3. The project contemplates 154.40 acres of commercial land and 494.84 acres of industrial ground. Regarding residential use of the property, the Applicant is entitled to 9,659 residential dwelling units on, or within, the 2,764.51-acre property and is proposing the same be positioned in 13 planning areas yielding a spread average of 3.47 du/a (dwelling units per acre); and,

4. The proposed, Amended Development Agreement acknowledges vested residential density, recognizes that it is a theoretical cap but also precludes losing density via any ordinance or other action implemented, or taken, by the City (e.g., a code change) following the date of its passage; and,

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

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

7. The Applicant is asking for some setback relief (e.g., 5' sides) with some homes. It should be noted that the Applicants intend "on using curvilinear design in many areas which while having a minimum 5' setback, there will often be greater separation between homes. See page 4-09 of [the] community plan." However, the number of homes being proposed to have 5' sides has been reduced in number from what is shown in 4-09 since they made their exception request. For those houses affected, please note that the old (2005) "Residential" Zone (no longer in the City's code) assigned to the property per the original Master Development Agreement recognized four "tiers" of residential development therein -- each with succeeding densities and lot configuration rules. As far as the tiers and their respective single-family detached controls, please note as follows:

Tier I standards were associated with minimum 1/2 acre lots. They mandated that side setbacks be not less than 12' on one side and 18' on the other -- unless approved otherwise by the Planning Director [10% deviation allowed] due to mitigating circumstances (e.g., slope issues, etc.). Minimum required street frontages for building lots containing detached homes was required to be at least 125' unless on a cul-de-sac.

Tier II standards were associated with smaller than 1/2 acre lots (size not defined -- just density per acre allowed). Side setbacks were set at 5' on one side and 10' on the other. Lot frontage was set at 55' unless a property abutted a cul-de-sac.

Tier III standards were silent on minimum lot size and minimum street frontage but allowed even higher densities than Tier II. The minimum side setbacks for building lots was to be the same as Tier II (5'/10'). A minimum building separation standard was also provided.

Tier IV standards followed suit with Tiers II and III allowing yet greater density in a project. No minimum setbacks or frontages were stated (only building separations).

Tier II is the most comparable to what is proposed in the majority of Lower Hidden Valley's neighborhood planning areas for detached housing product construction.

8. Per the proposed, amended Agreement the Applicant (developer) intends to provide 420+ acres of improved open space (mix of parks, trails and open land) within the project. More specifically, the Project is intended to feature (quoting from a statement from the Applicant's team):

"A contiguous trail system [that] will connect the furthest southeast corner of the property to the very northwest corner. Nearly all neighborhoods will have trails [some horse] that will connect to the main trail system providing a truly walkable community."

"Pocket parks in NPAs [neighborhood planning areas] have been combined to provide larger parks which will allow for greater programming and maintenance efficiencies. There may still be some periodic HOA controlled pocket parks."

"Three initially planned parks or amenity areas have a wide range of activities programmed." Examples suggested by the Applicant include: A tournament style multi-sports field, pickleball and basketball courts, a park with skateboard and pump track, traditional playgrounds, climbing walls, NICA high school/mountain bike course, downhill mountain bike facility, amphitheater(s), roadway underpass (SR-73) for safe walking between parks, indoor/outdoor playground with amusement park style play areas (HOA maintained), large-scale splash pad for Firefly residents, hiking trails, mountain bike trails, equestrian trails, community campground open to Firefly and Eagle Mountain City residents (HOA managed), agricultural and equestrian "area" and a 4H/FFA/high school rodeo practice area.

9. If the Amendment package is approved, future subdivision development will be reviewed via the normal City process -- versus a former proposal by the Applicant to use the amended platting process that is included as a part of the Community Plan and was the subject

of an Exhibit E to the ARMDA now removed; and,

10. The design guidelines for the project's housing are to be adopted by reference in the proposed Amended/Re-Stated Development Agreement and will expectedly appear within CCRs (covenants, conditions and restrictions). The City should cause that any conflicting standards default to City standards -- save single and two-family architectural standards; and,

11. Firefly also will incorporate areas of commercial and light industrial (expectedly not manufacturing or processing businesses however); and,

12. Wayfinding signage is proposed in the development; and,

13. A [new] traffic study and memorandum related to the project has been submitted to the City (see attachments); and,

14. The Applicant intends to use rights-of-way widths/profiles as illustrated in the attached roadway sizing .pdf; and,

15. Staff has not received public comments (either verbal or in writing) respecting this application as far as is known. Any agency, department or other official commentary respecting this application set is hereto attached; and,

16. The Applicant was proposing an expedited review process in the new MDA for those entitlements or subdivisions that come after this approval [after approval of the Amended Plan and Development Agreement]. The ARMDA may have that exhibit still imbedded therein as 'Exhibit E" titled "Development Application and Review Process". As of the date of publication of this report, it is understood that the Applicant is rescinding that proposed exhibit as already noted.

17. Although the Applicant has been working with the City's contract attorney, the City's new attorney is continuing review of the MDA in detail and make any recommendations for changes. Issues for future Mayor and Council consideration outside of zoning matters will include topics related to project utility provision, tax increment financing, and, creation of a public improvement district (PID) proposed by the developers.

18. A few "Questions and Answers":

Q: What is the effect of any post Jan. 19, 2010, Eagle Mountain City zoning code amendments that affect density?

A: New regulations may not interfere with developer's ability to achieve 9,659 dwelling units per MDA; ARMDA states that current city code applies except as set forth in the ARMDA (this more clearly suggests that Firefly is a planned development styled project with inherent "variances".

Q: Does the MDA allow the developer to place schools and churches within the residential portion of the Project and not lose density to them?

A: The MDA does not require the developer to lose units for the development of non-residential uses (civic, religious, commercial, industrial). Specifically, section 4.3 of the MDA entitles them to develop the "Maximum Residential Units (including the densities identified in the Land Use Element)". Additionally, Section 4.3 also states that any ordinance or City standard adopted after the date of the MDA which limits their ability to develop the vested densities is "Inapplicable". In that sense, they are only required to comply with current standards that do not result in a reduction of their vested density. Section 4.4 also supports the intent that they can develop the densities vested in the Land Use Element. Note, Staff believes that it was not the intent of the original MDA density transfer allowance to let the Applicant "double dip" by selling property for non-residential uses and then still developing out all of the density.

Q: May multiple-family unit buildings be built as a reaction to the shifting of densities within the Project?

A: The MDA is silent on what types and number of units make up the Maximum Residential Units. As such, the language of 4.3 and 4.4 (which entitle the developer to build the units that are vested in the Land Use Element) expectedly controls. Viewed differently, if the developer was entitled to 1000 units in a Neighborhood Planning

Area, they could build any combination of multi-family or single-family to achieve that density. They can obviously build less...but they are entitled to build up to the maximum in any combination needed to make it fit. That said, note that the understood intent of the original MDA and MDP was to build a majority of the residential housing as single-family detached units, with very little multi-family. Such was the impression given by the Applicant/developer(s) during the ~2010 approval process.

Q: As far as building height is concerned, how does the City's currently adopted code regulate or define it?

A: Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures. Where permitted by EMMC 17.25.030 the maximum height of accessory dwelling units (ADUs) located above a detached garage is 35 feet.

Q: What is the impact of the developer's proposed height definition?

A: It would allow for additional home height potentially higher than 35'; consider that the City's definition caps height at the highest point of a home (e.g., a ridgeline on a gable roofed build) vs. the developer's proposal that the height be figured at a point midway between the highest point [again, for example a ridgeline] and the bottom of the roof system (i.e., eave edge).

Q: Is the 5' side yard setback request still on the table?

A: As of 4/11/2023, the 5' side yard setback request is being scaled back to only apply to certain housing to be explained by the Applicant.

Q: Is a Public Improvement District (PID) an agreeable financing instrument for use with the Project.
A: There are certainly pros and cons to using a PID, and questions for the Council to consider (what types of improvements to include, what type of notice do buyers/residents receive, will development

pay down the PID, etc.). A city PID policy would be necessary in order to approve a PID for this development.

Performance standards ensuring public facilities

Fire Station:

MDA: A requirement for the City and developer to cooperate to provide a place for a fire station was noted in the original MDA.

ARMDA: The ARMDA causes the developer to provide by dedication up to 2 acres to the City for a fire station.

Rodeo Grounds:

MDA: A requirement for the developer to provide 20 acres of improved rodeo grounds (when development buildout threshold met) was noted in the original MDA.

ARMDA: The ARMDA deems the MDA requirement as satisfied vis-à-vis the provision to the City of 100 acres of Boy Scouts of America ground in lieu of the rodeo land.

Q: Should the developer get credit for re-acquiring the BSA property and making the land part of their open space when the property was purportedly supposed to have come back to the City in the first place?

A: The plan with this ARMDA is to improve the BSA property for mountain bike trails, camping, trailhead parking, and other uses. If they received open space credit previously for donating this property to the BSA, it seems logical that improving the open space for active recreation and camping would qualify for open space credit. However, this is ultimately a Council decision.

BSA Land:

MDA: A requirement for the developer to donate land to the City as open space (rodeo arena and interim facility) as part of the First Amendment and in cooperation with the City and the BSA.

ARMDA: The ARMDA contemplates the developer re-taking control of the BSA property, improving it consistent with the Community Plan, and then making all trails and improvements therein public.

REQUIRED FINDINGS:

The approval criteria for Master Development Plans are stated in EMMC 16.10.070. The approval criteria for Master Development Agreements are in EMMC 16.10.080. Although it is to be replaced in its entirety, the [originally] approved Pole Canyon Master Development Agreement and associated Amendments should also be consulted and considered when reviewing this application. Master Development Plan and [Master] Development Agreement Amendment requests require legislative-based decisioning on the part of Council.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning and Zoning Commission during their regularly scheduled public hearing of January 24th voted to forward a favorable recommendation of the proposed Master Development Plan and Amended and Re-Stated Master Development Agreement Amendments to the City Council. In so doing, the Commission, however, did recommend:

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.

ATTACHMENTS:

ORD--Pole Canyon MDP Amendment #1 (Firefly)
Firefly Since PC and vs. Pole Canyon Summary and Comparisons
Land Use Master Plan
Community Plan
ARMDA draft 12-08-22
Technical Guidelines

Firefly Roadway and Traffic Study and Analysis Docs.

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE FIRST AMENDMENT TO THE POLE CANYON MASTER DEVELOPMENT PLAN, NOW KNOWN AS FIREFLY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the First Amendment to the Pole Canyon Master Development Plan, now known as Firefly, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the First Amendment to the Pole Canyon Master Development Plan, now known as Firefly, as set forth in Exhibit A.

2. The First Amendment to the Pole Canyon Master Development Plan, now known as Firefly is hereby approved, as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of April, 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 on the 18th day of April, 2023.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____.

Exhibit A

Firefly Community Plan

Summary of Changes as of April 4, 2023

Updating Land Use Master Plan – Page 2-01

- To modify densities and boundaries of Neighborhood Planning Areas (NPAs)

Updating Parks, Trails & Open Space (PTOS) Exhibit – Page 3-09

- To align with updated Land Use Master Plan

Updated Community Park – Page 3-14

- Adjusted the layout of the pickleball courts for future expansion
- Refined skateboard and pump track park
- Added outdoor climbing wall complex

Updated Regional Park Map – Page 3-18

- Updated high school rodeo, FFA/4-H grounds to accommodate high school rodeo competitions
- Modifying design of mountain bike course to accommodate national interscholastic cycling association (NICA) regional events

Updated overall Parks, Trails & Open Space (PTOS) spending schedule milestones from Certificate of Occupancy to Building Permits – Page 3-23

Added note indicating actual PTOS spend represents $9,000 per unit – Page 3-23

Added general dimensions to Entrance Gateway – Page 3-24

Added Data Center Use/Definition – Page 5-05

Firefly Community

Category	MDA	ARMDA	Variance	Intent
Project Acres (Approximate)	2623	2789	+166	Added in East Side IPAs
Project RDUs	9659	9659	No Change	
West Side RDUs	4815	3176	-1639	Open area to more SFD Lots
East Side RDUs	4844	6483	+1639	Shift MF Density to furthest East edge near IPAs / CPAs
Total Open Space Required / Planned	**217ac**	**420+ac**	**+203ac**	**Contiguous PTOS Connecting Neighborhoods**
City Infrastructure				
Incorporating EMC Needed				
2M Gal. Water Storage	N/A	Yes		City-Wide Use
10 Acre School Site Contribution	N/A	Yes		City-Wide Use
Master Planned Community	**N/A**	**Yes**		**Provides community with continuity of design of PTOS, 24 distinctive homestyle offerings and neighborhood Connectivity.**
130ac dedicated to Horse lots	N/A	Yes		Each lot designed and developed specifically for horse boarding and training. Horse trails behind each lot to be connected to community horse trails as well as future BLM trails.
Fulltime Firefly Program Director	N/A	Yes		Creates programs that replaces kids time on electronic devices, through sports, arts, and exploration.
Parks Trails Open Space Spend	**$35.6M**	**$87M**	**+$51.4M**	**Wide Ranging Destination Oriented Parks for Region**
FFA / 4H program Area	N/A	Added		Regional Use
Highschool Rodeo Grounds	Satisfied	Added		Regional Use

Downhill Mountain Bike Park	N/A	Added	Regional Use
NICA Mountain Bike Course	N/A	Added	Regional Use
BLM Horse Trails	N/A	Added	Regional Use
Community Horse Trails	Yes	Yes	Public Use
Horse Riding Trailheads	N/A	Added	Regional Use
ATV Trailhead	N/A	Added	Regional Use
Tournament Soccer Complex	N/A	Added	Regional Use
Tournament Pickleball Complex	N/A	Added	Regional Use
State of Art Skate Park	N/A	Added	Regional Use
Bicycle Pump Track	N/A	Added	Regional Use
Basketball Courts	Yes	Yes	Public Use
Outdoor Climbing Complex	N/A	Added	Regional Use
Campground	N/A	Added	Firefly / EMC / Regional Use
Archery / Axe Throwing facility	N/A	Added	Public Use
Contiguous Multiuse Trails from S.E. Corner to N.W. Corner	Yes	Added	Public
Indoor / Outdoor Playground	N/A	Added	HOA for Firefly Residents
Splash Pad Complex	N/A	Added	HOA for Firefly Residents
Large Community Building	N/A	Added	HOA for Firefly Residents
U8 Soccer Fields	N/A	Added	Public
Pedestrian Underpasses			
Hwy 73 (Pending UDOT App.)	N/A	Added	Public Use – Public Safety
Firefly Lane Underpass	N/A	Added	Public Use – Public Safety

Firefly Modifications	MDA	ARMDA	Variance	Intent
Setbacks	Code	Modified	CP pg. 4-02 & 4-10	Designed to move land to PTOS
Lot Frontage	Code	Modified	CP pg. 4-02	Designed to move land to PTOS
Building Height	Code	Modified	CP pg. 4-02 & 4-10	Allows for 3 story with varying roof pitches.
Entry Monumentation/Signs	Code	Modified	CP pg. 3-24	To improve communication within Master Planned Community.
Multifamily Parking Standards	Code	Modified	CP pg. 4-11	Raised to above EMC standard 2.33(EMC) / 2.5 – 3.5(ARMDA)
Curvilinear/Coving Design	N/A	Added	CP pg. 4-09	Allows for less grid pattern roadway designs, varying lot sizes Per Street.
Landscaping Standards	Code	Modified	CP pg. 3-05	Implements Water-Wise landscaping throughout PTOS and homesites substantially reducing water consumption.
Street Right-of-Way	Code	Modified	CP pg. 6-03	Reduces impervious surface area, directs more land to open space, slows neighborhood traffic and implements on-street parking in areas of high demand.
Apartments/Condos	Code	Modified	CP pg. 4-10	Adds units per building to reduce number of individual buildings and uses less land mass.
Driveway Lengths	Code	Modified	CP pg. 4-10	Rear load townhomes at 5’ with overall parking per 2 – 3 bedroom townhomes to be 2.5 – 3.5 parking spaces per unit.

TOPIC	MDA	ARMDA	DEVIATION	INTENT
Density Transfer	Up to 20% transfer between NPAs (in most NPA areas)	Removes approximately 1600 units from west of Highway 73 and places them on the east. Up to 20% transfer between NPAs	With the shift of approximately 1600 units from the west to the east, the density shift of 20% between NPAs substantially reduces the number of units that may be in the west side NPAs.	Place higher density nearer industrial commercial areas and thereby reduce density in the west boundary of the project.
Term of Agreement	Original Length: 29 years (or until 12/31/2039)	Initially until 12/31/2030 If not in default: then until 12/31/2040 If not in default: then until 12/31/2050 If not in default: then until 12/31/2060	Additional 21 years from original termination of 2039.	To allow developer sufficient time to build out planned open space in an orderly and balanced manner as residential development occurs.
Open Space and Trails Requirements	Approximately 127 in parks, trails, and other open space (after dedication of 100 acres of Boy Scout Land). Improvements to City's current level of service in PTOS IFFP/IFA. No timing requirements of public open space dedications (other than as NPAs are planned).	Approximately 420 acres of open space (including improvements to Boy Scout Land) at a committed improvement and dedication value of at least $9,000 per unit. Phased to provide substantial improvements to PTOS upon certain issuance of building permits.	$50,000,000+ in public open space improvements provided by developer at no cost to City or existing residents.	Provide PTOS beyond the minimum level of service required by the City. Phase PTOS in a manner that provides actual benefit to initial phases of development and the City as a whole. Create regional amenities (soccer parks, tournament pickle ball, bike trails) that have a draw to all residents and users from outside Eagle Mountain.
Financing Public Infrastructure	City to update master plans and incorporate public infrastructure into those plans and thereafter comply with Impact Fee act with regard to reimbursements for system improvements and upsizing. City to consider adopting special assessment areas to help in financing public infrastructure	City to adopt public infrastructure districts to pay for public infrastructure within the Firefly. No impact fees (other than sewer and public safety) will be paid to the City.	No increases to City impact fees for transportation, water, storm drain, or parks because those systems will be addressed entirely by the PID or developer's contributions and all impacts will be mitigated within the project and will not extend to the City's larger systems.	Contain the costs of developing Firefly within the project and not shift the burden (to any degree) to the existing residents or future residents outside of Firefly.
Water	City and Developer to work together with the appropriate agencies to acquire water for the project	City and Developer have entered into a water purchase agreement. City to acquire additional water from Central Utah Water for project. Developer to donate well to City upon City's acquisition of additional water for the project.	ARMDA formalizes and recognizes that the City and Developer have entered into an agreement to satisfy this obligation.	Clarify the sources of water for the project and set forth costs and timelines upon which those sources of water will be provided.
Applicability of Existing Code	Developer to comply with existing city code except to the extent that such regulations limit developer's ability to build out the approved units	Current city code applies except as set forth in the ARMDA (including the standards of the Community Plan, technical guidelines, and other exhibits)	Adoption of current standards (which include the existing City code and the standards of the ARMDA).	Provide clarity to the City and Developer regarding what standards actually apply. No questioning (by either side) about whether a standard restricts Developer's rights to develop the vested densities set forth in the MDA.
Future Property	Silent on how additional property may be added to the MDA	If Owner or Master Developer acquire additional property that is contiguous with Firefly, the additional property may be added to the ARMDA at a density that is consistent with the existing residential density of the project.	Allows for the same restrictions/conditions on development for new property acquired by Master Developer or Owner	There is existing property that is not within the City boundaries that is owned by Master Developer and which would be best incorporated into the project. Allows for this to occur without substantial burden to City or Developer.
Boy Scout Property	Original MDA required Developer to donate land to City as open space (in the form of rodeo arena and interim facility). As part of the first amendment, and in cooperation with the City and BSA,	Developer to re-take control of BSA property, improve it consistent with the Community Plan, and then make all trails and improvements public.	Under the current MDA, the PTOS requirement is reduced by 100 acres in recognition of the BSA donation. Developer is willing to provide additional improvements to BSA land (beyond what would otherwise be required) and then make the improvements public.	Increase regional draw to Eagle Mountain by providing NICA approved bike trails along with other publicly available amenities that exceed the City's level of service for PTOS.

	Developer donated 100 acres to BSA and donated $90,000 to City for rodeo bleachers.			
Commercial Planning Areas	Exhibit 2 to the MDA specifies where Commercial Areas will be located	Commercial Planning Areas 2 and 3 may be relocated if the replacement is 90% as large as the original area being replaced and the same uses are in the replacement area.	Allows for the movement of certain commercial uses in the project.	Provide Developer flexibility in planning for commercial uses as the project builds out and roadways/highways are located so as to position commercial uses in areas that are economically viable and of highest economic benefit to the City (in terms of maximizing sales taxes and property tax values)
School Site	No provisions regarding donation of School Site	Developer donating 10 acre school site to satisfy City's obligation to Alpine School District.	No such provision exists in the MDA and there are no other agreements formalizing any requirement that Developer donate 10 acres to city.	Satisfy the City's obligation to Alpine School district regarding the donation of 10 acres. Opens up additional opportunities to work with School District on tax incentives for future industrial/commercial users within Firefly.

ORIGINAL MDA			ARMDA		
§	Header	Application of Section	§	Header	Comparison
1	Conditions to Obligations				
1.1	Annexation	Annexation to occur as condition precedent to MDA obligations/rights.	Not Needed. Annexation Complete		
1.2	Zoning	Upon annexation, zoning to be consistent with Exhibit 2 of the MDA	Not Needed. Zoning Established And Readdressed In Community Plan		
2	Pole Canyon Investment Group Representative.	This section serves as PCIG's affidavit authorizing OWR to entitle the project.	3 36	Authority of Owners Representative to Bind Owners Appointment of Representatives	Substantially similar to MDA.
3	Development of the Project	Development to comply with City's Code unless the Code impacts the densities/uses/intensities set forth in the MDA.	4	Development of the Project	Details the standards by which the project will submit applications, pay fees, conduct reviews, and grant approvals.
4	Planning Areas; MDP				
4.1	Planning Areas Generally	Different Planning Areas generally defined; development to comply with densities/uses/etc of each specific planning area as set forth in the development standards for each area.	Community Plan		
4.2	Phasing	Project may develop in logical phases as determined by developer and according to infrastructure needs	4.10	Phasing	Substantially similar to MDA; Defines where phase 1 development will occur
4.2.1	Arterial Road Corridor	PC Blvd. to be constructed in accordance when traffic volumes reach certain levels as identified in TIS.	Not Needed. Pole Canyon Blvd Is Constructed		
4.3	Project Maximum Density	Developer entitled to develop the maximum residential units as set forth in the Land Use Plan (Exhibit 2).	4.3	Maximum RDUs	Same number of units, better mix of types, and clearer design standards.
4.3.1	**Density Transfer**	**Density transfers permitted as set forth in Exhibit 4**	**Community Plan (p. 2-01) describes density within each NPA Up to 20% transfer between pods.**		
4.4	Uses and Densities	Densities and intended uses are vested as shown in Exhibit 2	4.2	Land Uses within the Project, Configuration	Master Plan depicts uses and intensities and other aspects of the Project.
4.5	Accounting for Density for Parcels Developed by PCIG	Development of any PCIG requires development report to be submitted to City showing density used and density remaining within the Planning Area	4.7 4.8	Accounting for RDUs for Developments by Master Developer	Substantially Similar to MDA; Section 4.8 Development Report
4.6	Accounting for Density for Parcels Sold to Subdevelopers	When Developer sells parcels to a subdeveloper, Developer to submits a development report of the density sold, the amount remaining in the planning area, and any other uses sold.	4.9	Accounting for RDUs and/or other type of Intended Uses for Parcels Sold to Subdevelopers	Substantially similar to MDA
4.6.1	Return of Unused Density	If a Subdeveloper does not use all purchased density, the unused units may transfer back to Developer who can then use the units in the Planning Area.	4.9.1	Return of Unused RDUs	Substantially similar to MDA
5	Zoning and Vested Rights		5	Zoning and Vested Rights	
5.1	Vested Rights Granted by Approval of this Agreement	Establishment of Developer's vested rights under the MDA	5.1	Vested Rights Granted by Approval of this ARMDA	Substantially similar to MDA
5.2	**Term of Agreement**	**Initial Term: 12/31/2019; Extension if not in default: 12/31/2029; Second Extension to 12/31/2039**	**6**	**Term of Agreement**	**- Initially until 12/31/2030 - If not in default: then until 12/31/2040 - If not in default: then until 12/31/2050 - If not in default: then until 12/31/2060 - Terminates automatically at buildout**
6	Approval Process for Development Applications		4.5	Required Process	
6.1	Processing under City's Code	Approval process to comply with MDA, MDP, and City's Code. If application complies with MDA, City must approve.	4.1	Compliance with this ARMDA	Condensed version in the ARMDA.
6.2	City's Cooperation in Processing Development Applications	City shall cooperate in promptly and fairly processing Development Applications	4.5.6	City Cooperation and Approval	Substantially similar to MDA
6.4	Independent Technical Analyses for Development Applications	Applicant to pay for technical analyses beyond the city's ability to process.	4.5.9	Independent Technical Analyses for Development Applications	Substantially similar to MDA
6.5	City's Denial of Development Applications	City to detail in writing why any application is not consistent with the MDA	4.5.11	City Denial of a Development Application	Substantially similar to MDA
6.6	Meet and Confer regarding Development Application Denials	City and applicant to meet and confer if an application is denied by City.	4.5.12 20	Dispute Resolution	Denial of application subject to dispute resolution provisions of the ARMDA
6.7	City Denials of Development Applications Based on Denials from Non-City Agencies	Applicant may appeal city's denial of an application that is denied due to non-City agencies' decisions.	4.5.13	City Denials of Development Applications Based on Denials from Non-City Agencies	Substantially similar to MDA
7	[OMITTED]				
8	Open Space and Trails Requirements	Developer to dedicate open space to City consistent with Exhibit 8 and other applicable provisions/exhibits.	11	Parks, Trails, and Open Space	ARMDA provision states that PTOS shall comply with the PTOS plan in the Community Plan. MDA provision off-loaded to Community Plan. See Community Plan starting at p. 3-01
8.1	Regional Parks	City and Developer to cooperate in locating regional parks. City to provide credits/reimbursements for land donated for such purposes.	-	-	See Open Space Plan of Community Plan starting at p. 3-01. Developer providing more specificity regarding location of all types of parks within the NPAs.
8.1.1	Lagoon Property	City to sell Lagoon Property to OWR (which may be used as a regional park).	Property Purchased By Developer. Obligation Satisfied		
8.2	Rodeo Grounds	Developer to dedicate 20 acres for a public rodeo grounds and improve (when thresholds are met). City to maintain after dedication.	Obligation Satisfied (BSA Contribution In Lieu Of Rodeo Grounds)		
8.3	Interim Equestrian Facility	Developer to construct temporary equestrian facilities by 5/1/2010.	Obligation Satisfied (See First Amendment)		
8.4	**Creation of Open Space and/or Trails**	**Open space to be contiguous and based upon factors in the following sections: - 8.4.1: amounts and types of OS proposed in the application and OS previously developed. - 8.4.2: OS remaining to be designated and/or constructed pursuant to the MDA/MDP - 8.4.3: The amount and nature of the land and the types of land uses proposed based upon a non-residential development application**	**SEE OPEN SPACE PLAN OF COMMUNITY PLAN STARTING AT P. 3-01. DEVELOPER PROVIDING GREATER DETAIL ON LOCATION/SIZE OF OPEN SPACE AS WELL AS PRIVATE/PUBLIC NATURE OF OS.**		
8.5	**Public Access to Open Space/Trails**	**If OS/Trails not owned maintained by an HOA, then the public shall have access and should be dedicated to the City or some other entity.**			
8.6	**Accounting for OS for Parcels Developed by PCIG**	**At Final Plat or Site Plan approval, Developer to provide City with an Open Space Report that accounts for OS built and to-be built.**			
8.7	**Accounting for OS for Parcels Sold to Subdevelopers**	**At Final Plat or Site Plan approval, Developer to provide City with an Open Space Report that accounts for OS built and to-be built.**			
8.7.1	**Credit for Additional Open Space**	**Any oversized OS shall be credited toward the OS requirements for the Planning Area. Open Space Report to be filed with oversizing of OS.**			
8.8	**Notice to City**	**Applicant to provide notice (separate to Application) notifying City of its intent to dedicate OS (if any) associated with the application.**			
8.9	**Dedication of OS/Trails**	**Dedication to be by plat recordation or deed.**			
8.10	**Maintenance of OS/Trails**	**City to be responsible for OS dedicated to City; otherwise, private entity to maintain.**			
8.11	Tax Benefits	City acknowledges that Developer may seek tax benefits by dedicating OS.	8	Tax Benefits	Substantially similar to MDA
9	Infrastructure and Improvements	-	9	Public Infrastructure	
9.1	Design and Construction of Public Infrastructure and Improvements	City and Developer to work cooperatively to design and construct the infrastructure for the project as generally established in the Infrastructure Plan.	9.1-9.5	-	Developer has the right and obligation to construct public infrastructure (as detailed in the CP and exhibits).
9.2	No Additional Off-Site Infrastructure Requirements	City will not require any off-site infrastructure improvements of Developer	9.10	No off-project Impacts	Substantially similar to MDA
9.3	**Pole Canyon Local District**	**Mutual acknowledgement of existing local area district and the district's role in financing/dedicating the public infrastructure for the project. LAD agreement attached as Exhibit 11**	**9.7 9.9**	**Public Infrastructure Financing Local District**	**- PIDs, the modern LAD, have been adopted by the City. - Local District to be continued without modification.**

9.4	Special Assessment Area	Contemplated that City may adopt SAA's to assist in providing financing for the construction and/or acquisition of public infrastructure improvements	No Longer Needed; TIF in place		
9.4.1	Establishment by City of SAAs for Certain Improvements	City to cooperate in good faith in establishing SAAs to finance infrastructure	No Longer Needed, TIF in place		
9.4.2	Fire Station	Parties to cooperate in locating a fire station for the City (and at no cost to City).	15	Fire Station	Master Developer will dedicate up to 2 acres at request of City
9.4.3	White Hills Park	Phase one of WH Park to be completed within one year of the MDA being executed. Improvements to be financed by the LAD. Completed park to be dedicated to City.	Completed. Obligation Fulfilled And Acknowledged In Second Amendment		
9.5	**Community Development Area / Economic Development Area**	**Parties to work together to create CDA/EDA**	**9.8**	**TIF**	**City to commit 75% of tax as incentive in the Project. TIF Criteria in section 9.8.1**
9.6	Capital Facilities Plan and Impact Fees				
9.6.1	Preparation and Adoption of Capital Facilities Plan and Impact Fees	City to immediately initiate amendments to CFP to acknowledge public infrastructure in the project. Accordingly, IFFP/IFA to be updated and credits to be awarded to developer, if applicable.	9.11.1	Preparation and Adoption of Capital Facilities Plan and Impact Fees	Same as MDA
9.7	Construction Prior to Completion of Infrastructure	Developer may obtain a building permit and temporary C/O for model homes, sales offices prior to public infrastructure being completed. - 9.7.1: No permanent C/O for these uses.	4.5.14	Construction Prior to Completion of Infrastructure	Substantially similar to MDA
10	Cable TV/Fiber Optic Service.	Subject to an applicable franchise agreement, Developer may install conduit for telecommunication services.	16	Cable TV/Fiber Optic Service	Substantially similar to MDA
11	Enforcement of Technical Guidelines and CC&Rs	DRC and HOA responsible for implementation, enforcement, and amendment of the Technical Guidelines and CC&Rs.	See 4-01 of Community Plan. ARC to enforce development standards.		
12	Payment of Fees				
12.1	General Requirement of Payment of Fees	Developer/Subdevelopers to pay all City fees in amounts and times specified in City Code.	4.5.4	Fees	Substantially similar to MDA
12.2	Infrastructure built by Developer	Developer may construct system improvements and City shall comply with Utah Impact Fee Law regarding credits/reimbursements.	9.11.4	Construction Alternative	City will not charge impact fees for system improvements constructed by Developer
12.3	Reimbursement for "Upsizing"	City won't require upsizing without financial arrangements being made for reimbursement/compensation.	10.1	Upsizing	Substantially similar to MDA
13	Permits; Security for Improvements				
13.1	Building Permits	No permits issued until infrastructure is completed. Grading permits may be issued upon approval of a Site Plan.	4.5.2	Building Permits	Substantially similar to MDA
13.2	City and Other Governmental Agency Permits	Developer to acquire all necessary permits (including from non-City agencies) before commencing work on the project.	4.5.3	City and Other Governmental Agency Permits	Substantially similar to MDA
13.3	Security for Public Improvements	Standard warranty provisions	9.1.1	Bonding	Bonding to comply with City's Vested Laws and LUDMA
13.4	Separate Security for Landscaping	Landscaping elements that are weather dependent shall have security provided as required by the City's Code.	9.1.2	Bonding for Landscaping	Master Developer to bond for landscaping improvements that are weather/water dependent
14	Dedication of Public Improvements	City to accept public infrastructure that is constructed to city's standards and for which all taxes are paid.	9.2	Dedication of Public Improvements	Substantially similar to MDA
15	City's Obligations	City will provide standard municipal services to the Project.	18	Provision of Municipal Services	Substantially similar to MDA
16	Water				
16.1	**Generally**	**Water related matters addressed in the Infrastructure Plan. Property to be developed in accordance with and subject to the water right requirements of the City at time of development application.**	**Off-loaded to Water Agreement (regarding source) (See also Exhibit F "Culinary Water System Plan" for Project requirements)**		
16.2	**Transfer of Water Rights, Water Sources, Water Storage, and Water Distribution Systems**	**Parties working together, and with other agencies, to acquire water and transfer appropriate water for the project.**			
16.3	Additional Water Tank Property	If needed, City will initiate purchase of BLM land for water tanks/lines.	No longer needed. Addressed in Water Agreement and Exhibit F		
17	Rocky Mountain Power	City to purchase power assets and other items necessary to provide power to the Project.	Resolved With Sale of Eagle Mountain Power To RMP		
18	Additional Easements	Developer to use best efforts to secure easements on adjacent property. If unable, City may use eminent domain power.	12	Additional Easements	Substantially similar to MDA
19	Agricultural and Agricultural Related Used of Master Planned Area		38	Agricultural and Related Uses of Property	
19.1	Generally	Existing agricultural uses may continue but shall not expand unless consistent with the MDA and	38.1	Generally	Substantially similar to MDA
19.2	Agricultural Use Prior to Development	Until development occurs, Developer and/or assigns may use the property for agricultural purposes.	38.2	Agricultural Use Prior to Development	Substantially similar to MDA
20	On-site processing of Natural Materials	Developer may process on-site materials for development purposes.	17	On-Site Processing of Natural Materials	Substantially similar to MDA
21	Future Property which may be included in this Agreement				
21.1	Future Property within the Master Planned Area	If Developer acquires property in the Master Planned Area, then the property can be added to the MDA and developed at the density and uses of the adjoining areas.	4.11	Future Property	If Owners acquire any additional property, then such future property shall be included in the ARMDA.
21.2	Future Property not within the Master Planned Area	If Developer acquires property NOT in the Master Planned Area, the City may approve the recordation of this MDA against the property if appropriate.	4.11.1	BSA Property	Master Developer will develop BSA property when it is deeded back to Master Developer
22	Special Conditions				
22.1	WHSSD Agreement	The Agreement between the City and WHSSD, and the completion of the transfers contemplated therein, are a condition precedent to the City providing services to the property.	See Exhibit F for applicable provisions		
22.2	WHWC Transition Agreement	This Agreement, along with the obligations and transfers contemplated therein, is a condition precedent to the City providing water services to the Property.	42.1	Preservation of WHWC	The WHWC Agreement (as amended) is still in effect.
22.3	Local District Agreement	Local District Agreement contemplates that the City and Developer (along with the District) will cooperate in establishing a financing plan for the project.	9.7	Public Infrastructure Financing	City has adopted PIDs to help pay for public infrastructure. The LAD remains in effect. (see Section 9.9)
23	Default		19	Default	
23.1	Notice	If one of the parties defaults, the non-defaulting party shall provide notice.	19.1	Notice	Substantially similar to MDA
23.2	Contents of Notice of Default	Notice of default to include: - Specify the claimed event of default - Identify the particular rule, regulation, provisions, etc. that is in default. - Identify the materiality of the default - Propose time for curing the default	19.2	Contents of the Notice of Default	Substantially similar to MDA
23.3	Remedies	If the parties can resolve their default through negotiation or mediation, then they shall have the following remedies - Right/remedies in law/equity, including specific performance, damages - Right to draw on any security posted related to default - Right to withhold future reviews/approvals	19.3	Remedies	Substantially similar to MDA
23.4	Notice and Public Meeting	Defaulting party shall have the right to address the Council in a public meeting regarding the Default	19.4	Public Meeting	Substantially similar to MDA
23.5	Emergency Defaults	If a default impairs a compelling, countervailing public interest, then the City may impose an emergency default.	19.5	Emergency Defaults	Substantially similar to MDA
23.6	Extended Cure Period	If a party is pursuing a cure, not limited to 60-day cure period	19.6	Extended Cure Period	Substantially similar to MDA
24	Amendment	Any amendments to the MDA to be in writing, signed by both parties.	23	Amendment	Substantially similar to MDA
25	Assignability	Developer to notify City of any future assignments	29	Assignability	Substantially similar to MDA with addition of the following: - 29.1 Sale of Lots - 29.2 Related Entity - 29.3 Notice - 29.4 Time for Objection - 29.5 Partial Assignment - 29.6 Denial - 29.7 Dispute Resolution - 29.8 Assignees Bound by ARMDA
26	Miscellaneous				
26.1	Incorporation of Recitals, Exhibits	Recitals and Exhibits are incorporated into the MDA	1.1	Incorporation	Substantially similar to MDA

26.2	Binding Effect	Short form notice to be recorded against the property, and to be binding, and to run with the land.	30 44	Binding Effect	Substantially similar to MDA (ARMDA missing short form notice of agreement)
26.3	Notices	Notices are deemed sent within three days of being sent by US Mail	21	Notices	Substantially similar to MDA
26.4	Headings	Headings are for convenience only	27	Headings	Substantially similar to MDA
26.5	Integration	This is the entire agreement between the parties.	42	Entire Agreement	Substantially similar to MDA
26.6	Severability	Any provision of the MDA that is unenforceable is severable from the remainder of the agreement and/or enforceable to the extent permitted by law.	33	Severability	Substantially similar to MDA
26.7	Waiver	A waiver not to be construed as a continuing waiver or consent of future breach	31	No Waiver	Substantially similar to MDA
26.8	Governing Law	Utah law applicable to the MDA	40	Applicable Law	Substantially similar to MDA
26.9	Costs of Enforcement	Enforcing party entitled to reasonable enforcement costs (including attorneys' fees)	26	Attorney's Fees	Substantially similar to MDA
26.10	Further Documentation	Parties will work together, in good faith, on future agreements that will help carry out the provisions of the MDA	32	Further Documentation	Substantially similar to MDA
26.11	Estoppel Certificate	City to deliver estoppel certificate to Developer upon 20 days' previous request	25	Estoppel Certificate	Substantially similar to MDA
26.12	No Joint Venture	No JV between City and Developer	28	No Third-Party Rights / No Joint Venture	Substantially similar to MDA
26.13	Mutual Drafting	The Parties participated mutually in the drafting of the Agreement and it shall not be construed for or against either party.	39	Mutual Drafting	Substantially similar to MDA
26.14	Authority	City and Developer acknowledge that they each have authority to enter into and execute the MDA	45	Authority	Substantially similar to MDA
-	-	-	2	Effect of ARMDA	MDA is novated and superseded by the ARMDA
-	-	-	4.4	Master Developers' Discretion	Master Developer has discretion to develop the project and which parts/phases to construct (if any)
			4.5.1	Approval Required Before Development	Master Developer must obtain City approval before moving forward with any Development activity
-	-	-	4.5.5	Process	Establishes the appropriate review bodies for different Development Applications
-	-	-	4.5.7	Outsourcing of Process of Development Applications	- Timing - Cost Estimate - Compliance with applicable code - Final Payment - Acceptance of Outsourced Work
-	-	-	4.5.8	Acceptance of Certifications Required for Development Applications	Applications that require professional licensure shall be so signed, endorsed, certified, etc.
-	-	-	4.5.10	Intent of One-Time Review	City should attempt to conduct all redlines/comments at the time of the first review.
-	-	-	4.5.15	Outsourcing of Inspections	- Timing - Election/Cost Estimate - Compliance with applicable codes - Final Payment - Acceptance of Outsourced Work
-	-	-	4.6	Parcel Sales	Master Developer can sell off parcels that don't create any individual developable lots.
-	-	-	4.10.1	Phase 1	Establishes where the first phase of development should occur.
-	-	-	4.12	Special Provision Regarding CPAs 2 & 3	Flexibility in locating CPA's 2 & 3 depending upon certain criteria
-	-	-	4.13	Special Provision Regarding Data Centers	Data Centers shall be developed according to the Overlay Zone standards of Exhibit L.
-	-	-	5.2	Exceptions (to vested rights)	- Master Developer Agreement - State and Federal Compliance - Codes - Taxes - Fees - Compelling, countervailing public interest
-	-	-	5.3	Reserved Legislative Rights	City retains police powers that cannot be limited by contract.
-	-	-	7	Application under City's Future Laws	Master Developer may submit an application under the City's future laws.
-	-	-	9.11.2	Public Safety (Impact Fees)	Project subject to public safety impact fees
-	-	-	9.11.3	PTOS Impact Fees	Project has no impact on City's PTOS system.
-	-	-	10.2	Dispute Resolution	Any dispute regarding upsizing is resolved using the dispute resolution provisions of the ARMDA
-	-	-	11.3	Operation and Maintenance	O/M of PTOS in the Project
-	-	-	12.1	Wastewater Pipeline and Infrastructure	Developer's contributions to the wastewater infrastructure associated with the Lagoon.
-	-	-	13	School Site	City has obligation to donate 10 acres for a public school. Master Developer to donate land to City for this purpose.
-	-	-	14	Institutional of Civic Uses	No loss of Max RDUs for use of property as schools, churches, governmental buildings, etc.
-	-	-	19.7	Default of Assignee	Default of assignee not a default of Master Developer
-	-	-	20	Dispute Resolution	Establishing and detailing the dispute resolution process - Meet and Confer - Mediation Process - Arbitration of Disputes - District Court
-	-	-	22	Administrative Modifications	
-	-	-	22.1	Allowable Administrative Applications	Modifications to ARMDA considered and approved by administrator for location /sizing of infrastructure and other minor modifications
-	-	-	22.2	Application to Administrator	Applications for modifications filed with Administrator
-	-	-	22.3	Administrator's review of Administrative Modifications	Review and decision within 45 days of submission.
-	-	-	22.4	Appeal of Administrator's Denial of Administrative Modification	If administrator denies modification request, applicant may proceed as a modification application
-	-	-	23.1	Who may submit modification applications	Only City and Master Developer may submit a modification application
-	-	-	23.2	Modification Application Contents	- Identification of Property - Description of Effect - Identification of non-city agencies - Map
-	-	-	23.3	Fee	City may charge a reasonable fee for processing modification applications
-	-	-	23.4	City Cooperation in Processing Modification Application	City shall cooperate in promptly and fairly processing modification applications
-	-	-	23.5	Planning Commission Review of Modification Applications	- All applications required to be reviewed by the PC shall be reviewed by PC - PC to recommend action to CC
-	-	-	23.6	Council Review of Modification Application	Council to consider application after PC.
-	-	-	23.7	Council's objection to Modification Applications	Council to provide written determination if denial.
-	-	-	23.8	Disputes	Any dispute under Section 20 shall be resolved in accordance with Dispute resolution process
-	-	-	24	Four-year Reviews	Parties to meet every four years to discuss progress/modifications.
-	-	-	34	Force Majeure	Standard language
-	-	-	35	Time is of the essence	Standard language
-	-	-	37	Rights of Access	City shall have reasonable access to the property during development of the project
-	-	-	41	Venue	Venue established in Fourth District Court

-	-		-	43	Conflicts	ARMDA and CP control in cases where there is a conflict with the City's Vested Laws

SCHEDULE ONE (Definitions)	SECTION 1.2: Definitions
Act	[LUDMA]
-	Administrative Modifications
-	Administrator
Agreement	[ARMDA]
Annexation Only Property	
Annexation Property	
Applicant	Applicant
-	ARC
[Agreement]	ARMDA
Backbone Infrastructure	-
Building Permit	-
Buildout	Buildout
Business Park Planning Area	-
CC&R's	-
-	Central Utah Water Project or CWP
City	City
City Consultants	City Consultants
City's Code	-
-	City's Future Laws
-	City's Vested Laws
Commercial Planning Area	-
Commercial Site	Commercial Site
Commercial Site Plan	Commercial Site Plan
-	Community Plan
Community Development Area or CDA	-
Council	Council
-	CPAs 2 & 3
CUWCD	-
-	Data Center
-	Data Center Overlay Zone
Default	Default
Denied	Denial/Denied
Density	-
Design Review Committee	-
-	Development
Development Application	Development Application
Development Report	Development Report
-	Dispute
-	Dispute Resolution Process
Economic Development Area or EDA	-
Existing Applicable Building Codes	-
Final Plat	Final Plat
General Development Standards	-
Homeowners Association(s)	Homeowners Association or HOA
Impact Fees	-
-	Individually Platted Dwelling Unit
Intended uses	Intended Uses
-	Local District
Local District Act	-
Local District Agreement	-
Local Park	-
-	LUDMA
Master CC&R's	-
-	Master Developer
Master Planned Area	-
-	Master Plan
Maximum Residential Units	Maximum Residential Dwelling Units (Maximum RDU's)
-	Mixed Use
Neighborhood Planning Area	-
Non-City Agency	-
Notice	Notice
Off-Site Infrastructure	-
On-Site Infrastructure	-
Open Space	Open Space
Open Space Report	-
-	Owners
-	Owner's Representative
OWR	-
-	Outsourc[e][ing]
-	Outsourced Work
Parcel	Parcel
-	Parks, Trails, and Open Space Plan
	Parties
	Party
PCIG	-
PCIG Property	-
Petition for Annexation	-
Phase	Phase
-	Phase 1
Planning Area	-
Pole Canyon Infrastructure Plan	-
Pole Canyon Local District or PCLD	-
Pole Canyon Master Development Plan	-
-	Prior Agreement
-	Private Improvements
Project	Project
-	Property
Public Infrastructure and Improvements	Public Infrastructure
Regional Park	
Residential Dwelling Unit	Residential Dwelling Unit (RDU)
SAA	-
SAA Act	-
-	School Site
Site Plan	-
Special Assessment Area or SAA	-
Subdeveloper	Subdeveloper
Subdivision	Subdivision
Subdivision Application	Subdivision Application
Subdivision Site Plan	-
Substantial Completion	-
System Improvement	System Improvements
Technical Guidelines	Technical Guidelines
-	TIF
-	Water Purchase Agreement
White Hills Subdivision	-
WHSSD	-
WHSSD Agreement	-
WHWC	-
WHWC System Repairs	-
WHWC Transition Agreement	-
-	Zoning

EXHIBITS		EXHIBITS	
Exhibit 1	Annexation Property / Annexation Petitions	Exhibit A	Legal Description of Property
Exhibit 2	Master Planned Area / Land Use Element	Exhibit B	Master Plan
Exhibit 3	PCIG Property	Exhibit C	Community Plan

Exhibit 4	Density Allocation		Exhibit D	City's Vested Laws (on file with City Recorder)
Exhibit 5	Wet Utility Master Plan		Exhibit E	Development Application and Approval Process
Exhibit 6	Dry Utility Master Plan		Exhibit F	Culinary Water System Plan
Exhibit 7	Traffic Impact Study		Exhibit G	Sanitary Sewer System Plan
Exhibit 8	Open Space and/or Trails		Exhibit H	Storm Water Plan
Exhibit 9	Local District Maps		Exhibit I	Phase 1 Plan
Exhibit 10	WHSSD Agreement		Exhibit J	Park Maintenance Agreement
Exhibit 11	Local District Agreement		Exhibit K	Technical Guidelines
Exhibit 12	WHWC Transition Agreement		Exhibit L	Data Center Overlay Zone
Exhibit 13	Additional Exhibits/Maps		Exhibit M	Legal Description of Property Eligible for Data Center Overlay Zone
Exhibit 14	Short Form Notice of Agreement			

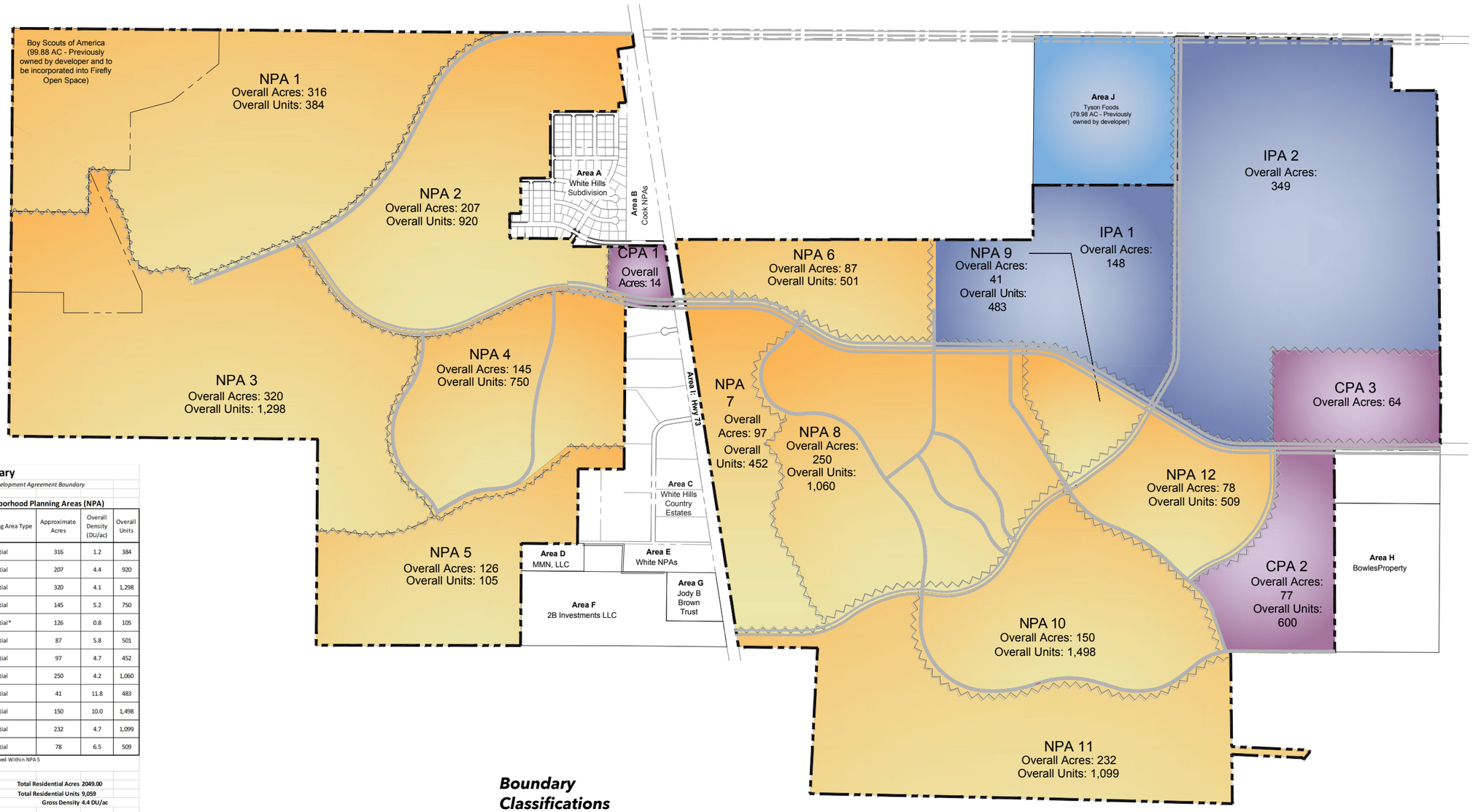
FIRST AMENDMENT (7/1/2014)			ARMDA		
§	Header	Effect of Amendment	§	Header	Comparison
1	Regional Park Facility	Amended section 8.2 of the MDA; Developer to donate $90,000 to city for rodeo bleachers; City to reimburse Developer; Developer to donate 20 acres for specialized recreation area.	-	-	-
2	Interim Equestrian Facility	Amended section 8.3 of the MDA to acknowledge that the obligations of Developer regarding the Interim Facility have been fulfilled.	-	-	-

SECOND AMENDMENT (4/19/2016)			ARMDA		
§	Header	Effect of Amendment	§	Header	Comparison
1	Regional Park Facility	Amended section 8.2 of the MDA (as amended by the First Amendment); In lieu of donating an improved regional facility; Developer to donate 100 acres to City for use by BSA, a Wake Park, part of the master trail system, OR another recreational use. Five acres of the 100 shall be for public use.	-	-	-
2	Amendment to WHWC Transition Agreement	Acknowledgement that City and Developer entered into an amendment to the WHWC Agreement (included as Exhibit A to Second Amendment).	-	-	-
3	White Hills Park	Developer's obligations under Section 9.4.3 of the MDA regarding the White Hills Park are satisfied once the park is deeded to the City.	-	-	-
4	Rocky Mountain Power	Section 17 of the MDA is deleted.	-	-	-

THIRD AMENDMENT (8/7/2018)			ARMDA		
§	Header	Effect of Amendment	§	Header	Comparison
1	Wastewater Pipeline and Infrastructure	Addition of a new section (8.1.2); Developer to assist City with debt service on 12" sewer line; $17 of each sewer bill from White Hills residents allocated to debt service; buy-in of new development at cost of $3083.21; Prepayment of debt-service; Developer to purchase Lagoon property consistent with section 8.1.1 of the MDA.	-	-	-

*This comparison table is a high-level summary of the Existing MDA for the Firefly Development with what is being proposed in the amended and restated MDA (ARMDA). This table is not a substitute for reading the actual text of either the existing MDA or the proposed ARMDA. As such, this comparison table should not be used to discuss land use policy nor is it binding on any of the Parties contemplated in the MDA, the Amendments, or the proposed ARMDA.

LAND USE MASTER PLAN



Site Summary

Parcels Inside of Development Agreement Boundary

Neighborhood Planning Areas (NPA)

Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units
1	Residential	316	1.2	384
2	Residential	207	4.4	920
3	Residential	320	4.1	1,298
4	Residential	145	5.2	750
5	Residential*	126	0.8	105
6	Residential	87	5.8	501
7	Residential	97	4.7	452
8	Residential	250	4.2	1,060
9	Residential	41	11.8	483
10	Residential	150	10.0	1,498
11	Residential	232	4.7	1,099
12	Residential	78	6.5	509

* No Multifamily Allowed Within NPA 5

Total Residential Acres	**2049.00**
Total Residential Units	**9,059**
Gross Density	**4.4 DU/ac**

Commercial Planning Areas (CPA)

1	Commercial	14	N/A	N/A
2	Mixed Use	76	N/A	600
3	Commercial	64	N/A	N/A

Industrial Planning Areas (IPA)

1	IPA 1	148	N/A	N/A
2	IPA 2	349	N/A	N/A

Total NPA Acres	2049
Total CPA Acres	154
Total IPA Acres	497
Tyson Foods Acreage	80
Total Dev. Agreement Acres	**2780**
Total Residentail Units	**9,659**
Gross Density	**3.47 DU/ac**

Boundary Classifications

— - - — Development Agreement Boundary

Planning Area Boundary

Firefly Roadway (See Circulation Plan)

NOTE:

1. All acreages are approximate.
2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
4. Churches, schools, and neighborhood commercial allowed in all NPAs.





firefly

A DAI Community

COMMUNITY PLAN

January 4, 2023

DRAFT

A PLACE WHERE OUR KIDS CAN BECOME THEIR BRIGHTEST



COMMUNITY PLAN

firefly

PREPARED BY:

DAI

EGI

JACKSON ENGINEERING

LEI

DTJ

DHM

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01 PROJECT INTRODUCTION

ABOUT FIREFLY

Firefly is a master planned community in Eagle Mountain, designed to be "A Place Where Our Children Can Reach Their Full Potential." The master plan encompasses unique Parks, Trails, Open Space (PTOS), and amenity designs providing activities that encourage our kids to put down their devices and get outdoors. As a result, they will become more well rounded, healthy individuals with the tools needed to reach their full potential.

Firefly is comprised of approximately 2,780 acres of land. Approximately 2,280 acres of the community make up residential, PTOS, and commercial, while an additional 495 acres is dedicated to industrial uses.

Firefly residents will enjoy over 420 acres of PTOS connected by a trail network expanding from the southeast to northwest corners of the property. Featured throughout the trail network are a variety of opportunities to explore the outdoors including stargazing, indoor/outdoor playground, pickleball, sports fields, agricultural activities, mountain biking, and much more.

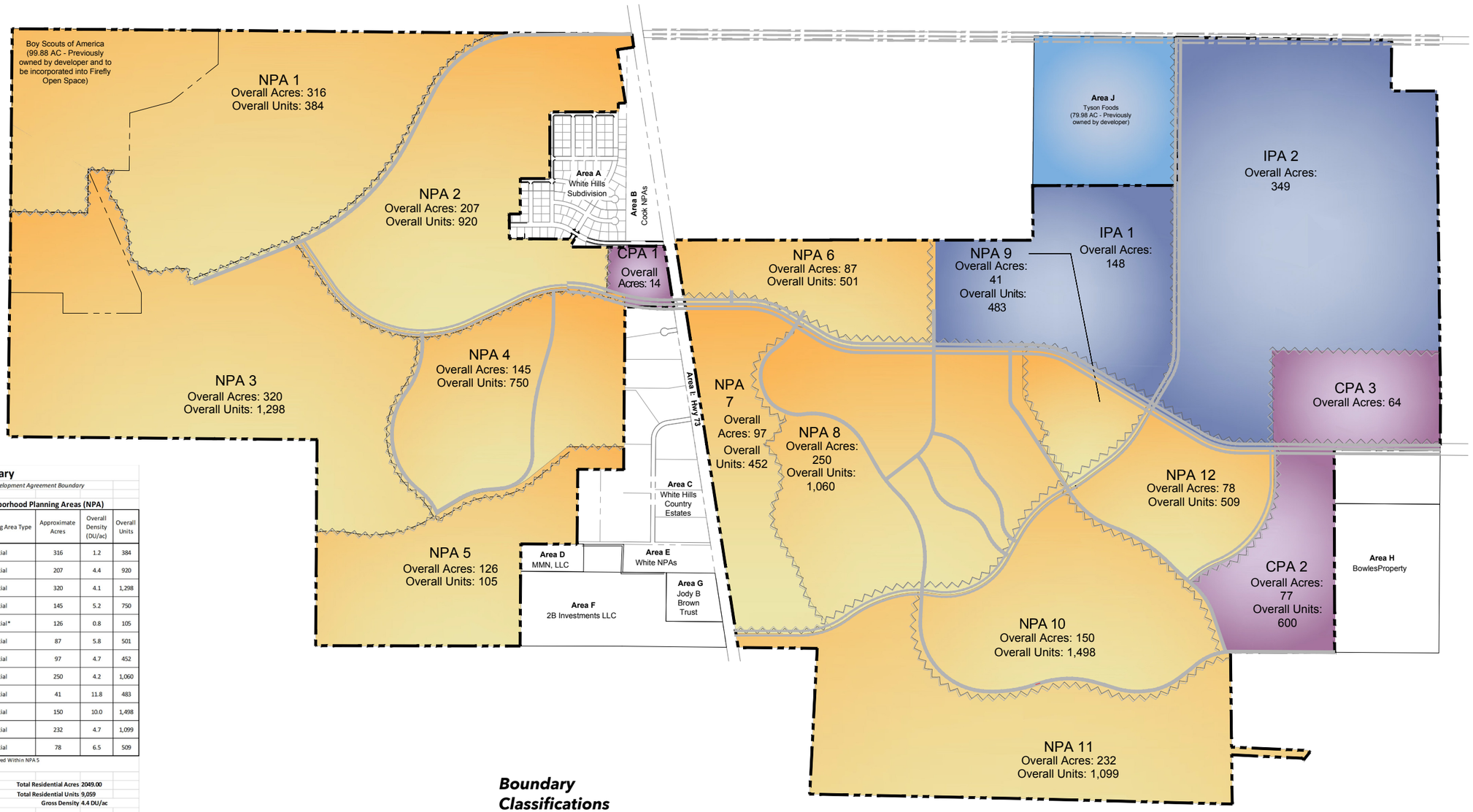
The community, with its unique features and diverse housing types, will attract a broad multi-generational demographic. Young families just getting started, more mature families, and grandparents, all living in close proximity to each other, will be able to stay physically and emotionally connected.

PLANNING GOALS

1. Improve the quality of life of families by providing amenities and activities that will enhance their social, emotional, educational, and physical development.
2. Create an active-lifestyle community focused on encouraging our children to get outside and play without their digital devices, which will increase their physical activity, health, and well-being.
3. Create recreational areas and amenities that spark imagination and creativity.
4. Prioritize social and physical connectivity through a network of PTOS assuring homesites have easy access to trails.
5. Create local jobs and tax base by integrating strategically located industrial and commercial use areas.
6. Implement the Firefly Landscape Water Efficiency (LWE) standards establishing water conservation standards for outdoor landscaping.
7. Provide housing types to meet various homeownership needs.
8. Develop quiet, friendly, and safe neighborhoods.
9. Contribute public and private amenities that bolster existing valley-wide parks.
10. Protect and maintain PTOS.
11. Plan for quality, managed growth.
12. Emphasize the area's incredible views.



LAND USE MASTER PLAN



Site Summary

Parcels Inside of Development Agreement Boundary

Neighborhood Planning Areas (NPA)

Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/ac)	Overall Units
1	Residential	316	1.2	384
2	Residential	207	4.4	920
3	Residential	320	4.1	1,298
4	Residential	145	5.2	750
5	Residential*	126	0.8	105
6	Residential	87	5.8	501
7	Residential	97	4.7	452
8	Residential	250	4.2	1,060
9	Residential	41	11.8	483
10	Residential	150	10.0	1,498
11	Residential	232	4.7	1,099
12	Residential	78	6.5	509

* No Multifamily Allowed Within NPA 5

Total Residential Acres	**2049.00**
Total Residential Units	**9,059**
Gross Density	**4.4 DU/ac**

Commercial Planning Areas (CPA)

1	Commercial	14	N/A	N/A
2	Mixed Use	76	N/A	600
3	Commercial	64	N/A	N/A

Industrial Planning Areas (IPA)

1	IPA 1	148	N/A	N/A
2	IPA 2	349	N/A	N/A

Total NPA Acres	2049
Total CPA Acres	154
Total IPA Acres	497
Tyson Foods Acreage	80
Total Dev. Agreement Acres	**2780**
Total Residentail Units	**9,659**
Gross Density	**3.47 DU/ac**

Boundary Classifications

- Development Agreement Boundary
- Planning Area Boundary
- Firefly Roadway (See Circulation Plan)

NOTE:

1. All acreages are approximate.
2. This plan is conceptual and representative of the general land uses proposed in Firefly and is subject to change as permitted herein. Final details will be determined at Development Application.
3. Planned units as noted in each residential area can be increased up to 20% if units are reduced in one or more areas by the same number.
4. Churches, schools, and neighborhood commercial allowed in all NPAs.

03 PARKS, TRAILS & OPEN SPACE (PTOS) PLAN

INTRODUCTION

The Parks, Trails, and Open Space (PTOS) plan includes any use of land for active or passive, public or private, indoor or outdoor space, including such uses as parks, plazas, greenways, playgrounds, or community gardens. In addition, this PTOS plan calls out other uses that are permitted as PTOS within Firefly. The intent of this PTOS plan is to establish uses for the purpose of conservation, preservation, agricultural resource enhancement, recreation, enhancing value to the public of adjacent parks or preserves, or otherwise providing a buffer to adjacent property. These specific and intended uses, as well as other similar uses not specifically identified herein, but which may satisfy the intent and purpose of PTOS, shall be counted toward the minimum PTOS requirement in Firefly.

DETAILS

The Master Developer will develop (based upon factors such as water availability, phasing of Firefly, number of residential units, and other factors determined relevant by Master Developer) approximately 420 acres of public and private PTOS and amenities. Firefly's PTOS and amenities, which are to be anchored by a year-round indoor/outdoor playground, are designed to encourage kids to ditch their devices, get outdoors, explore, recreate, socialize in person, imagine, learn, and have an abundance of fun.

The PTOS is designed to allow our children to safely walk, bike, run, skateboard, or scooter to parks and amenities that shall be programmed for a variety of activities. PTOS within Firefly may provide both private and public areas for sports and educational experiences, which may include, but is not limited to, soccer, lacrosse, basketball, pickleball, skateboarding, biking, bouldering, horseback riding, astronomy, art, performing arts, agriculture, etc.

The Master Developer will install a park within approximately one-half (1/2) mile from each Residential Dwelling Unit (RDU) within Firefly. This approximate 1/2-mile requirement may be waived at the Administrator's discretion when an alternative PTOS layout is more advantageous to the immediate and surrounding neighborhoods proposed by a Development Application. Any modification by the Administrator to the approximately 1/2-mile PTOS requirement shall be based upon the best community benefit and any other relevant considerations determined by the Administrator. The acreage set aside by Master Developer for PTOS uses as identified herein shall be counted at one hundred percent (100%) of the actual acreage of such PTOS.

In honor of Eagle Mountain heritage, horse trails will be incorporated into the PTOS plan along the western portion of Firefly. The community will also include agricultural homesites. Horse trails will be designed to allow access to Manning Canyon and adjacent BLM land (as allowed by BLM).



TYPES OF PTOS

The term ***PTOS*** within the Firefly plan refers to open, landscaped, native (non-irrigated), and other improved areas that meet any one or more of the following criteria:

1. Public and private parks, recreational areas, gateways, trails, trailhead parking, buffer areas, berms, view corridors, or other public or private amenities that facilitate the creation of more attractive neighborhoods
2. Entrance node (may contain entrance feature) and any portion of park strip or landscaped median
3. Land set aside for a cemetery
4. Improved, native (non-irrigated), and passive areas—Native (non-irrigated) means undisturbed landscaping or the installation of natural landscaping commonly found in unimproved, unmanicured landscapes. This commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. Native landscape also includes the restoration of disturbed areas.
5. Contributed PTOS such as Camp Eagle Mountain, the 100-acre parcel donated to the BSA
6. General common areas that are managed by a master or a sub-HOA, commonly referred to as limited common open space
7. Green roofs or rooftop decks that are "contained" green spaces on top of a human-made structure
8. Outdoor storage (includes trailers, vehicles, RVs and other similar uses)

PTOS STANDARDS

While the final details (such as location, type, and amenitization of PTOS) will be included with each Development Application, some examples of the various types of PTOS in Firefly include:

1. ***Entrance Nodes***—Formal nodes serve as entrances into Firefly and showcase neighborhood identity through landscaping, public art structures, entrance features (monuments) and/or signage. Entrance Nodes will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.
2. ***Pocket Parks***—These small parks allow for people to gather, relax, and enjoy the outdoors. The green spaces typically feature simple elements such as benches and a few trees but may also include more active amenities like playground equipment, climbing boulders, and landscaping. The goal of these smaller parks is to meet the recreational needs of local residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods. Pocket Parks will be platted and constructed with adjacent lots or PTOS. They will be included as part of plats and constructed along with the timing of the horizontal infrastructure.
3. ***Neighborhood Parks***—These parks often serve as the focal point of a neighborhood, providing recreational space and amenities, as well as an informal gathering area for Firefly residents. The intent of the park design is to create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents. Neighborhood Parks are larger and more substantial in nature. Neighborhood Parks will be constructed on an NPA-by-NPA basis. Neighborhood Parks will be started before more than 50% of the building permits may be issued for the entire NPA. Neighborhood Parks within an NPA must be completed before Certificates of

Occupancy of the final 10% of units within an NPA may be issued.

4. ***Community Parks***—Community Parks are large parks that contain a variety of active and passive uses that serve the needs of all residents, carefully organized to allow many groups of varying sizes to utilize the park at the same time comfortably. These parks provide gathering spaces for events, sports fields, and/or larger clubhouse and pool complexes, as well as smaller picnic areas, playgrounds, and open lawns. Parking areas and trail connections create a variety of ways to bring people to this central destination. Shade is a key component and will be provided through both structures and trees. Often a community park has a municipal component and is open to the wider public. This park is highly designed, well-crafted, and adds to the primary identity for the community. Community Parks require a substantial amount of design and infrastructure cost. Community Parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.

5. ***Regional Park***—A Regional Park 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 regional population. Regional parks require a substantial amount of design and infrastructure cost. Regional parks will be tied to timing of financing issued relating to the PID(s) for parks, infrastructure, and amenities.

6. ***Amenity Areas***—These areas are to provide recreational and social opportunities exclusively for the residents of Firefly. Amenity Areas may include, but not be limited to, community buildings, sports fields, outdoor recreation areas, amphitheaters, splash pads, swimming pools, picnic areas, etc. These areas shall be maintained and operated by the HOA for the enjoyment of the Firefly residents.

7. ***Greenways***—Greenways are linear PTOS with passive and sometimes active recreational elements. They may be designed around or integrated within natural PTOS, or they may take the form of linear, developed parks. Greenways often serve as trail corridors, connecting key PTOS, while providing critical connections from neighborhoods to larger parks and other PTOS. Greenways shall be constructed along with the timing of the road or trail infrastructure that they follow. If the road or trail infrastructure is contained within an NPA, then both sides of the greenway will be required to be installed within 12 months of the completion of the adjacent infrastructure. If the road or trail is the border between two NPAs, then the greenway improvements will be required within 12 months of the first building permit within an NPA.

8. ***Connector Trails***—Connector Trails may be composed of sidewalk connections, multipurpose paved trails, or unpaved pathways. They are used by pedestrians and cyclists to connect to the main trail and PTOS network. See Typical Trail Section Exhibit on page 3-11. Connector Trails shall be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If Connector Trails are located within another park type, they will be required to be built at the same time as the park construction that they are located within.

9. ***Demonstration Community Gardens***—Demonstration Gardens are individual planting beds that feature collections of plants that make up a specific type of garden. Examples include a pollinator garden, kitchen/herb garden, sensory garden, water efficiency garden, succulent garden, woodland garden, etc. Demonstration Gardens may be used as a perimeter, buffer around pergolas, barrier along a ravine, or may be a fill between pathways, etc. Demonstration Community Gardens, when included within an NPA's design, will be constructed by the completion of the NPA that they are located within. If located within another park, they will be completed within the install of the park.

10. ***Native Open Space*** —Native refers to undisturbed, non-irrigated landscaping, or the installation

of natural landscaping commonly found in unimproved, unmanicured landscapes. This term commonly refers to native species of grasses, forbs, and shrubs commonly found in undisturbed landscapes. All parks and trails may include Native Open Space within their design. Native Open Space is considered complete when untouched. When disturbed, Native Open Space will be re-established within 24 months of disturbance.

11. ***Primary Pedestrian Trails***—Primary Pedestrian Trails are typically asphalt. These major multi-use trails connect residents to major amenities and village areas without having to get in the car. Trails are wide enough to accommodate large and small groups, bikes, and traffic in both directions with easy passing. They provide public access and major connections across the entire community and to regional systems. Primary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Primary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the Firefly Architectural Review Committee (ARC).

12. ***Secondary Pedestrian Trails***—Secondary Pedestrian Trails are typically asphalt or unpaved. These trails are suitable for small groups and provide the ability to easily pass. Split between private and public access, these trails provide the means for users to leisurely stroll through neighborhoods and connections to other nearby sub-neighborhoods or amenities. These trails are generally internal to the community and are appropriate for bike users, but warning or traffic signage should be considered in areas of lower visibility. Secondary Pedestrian Trails will be constructed along with any adjacent lots or commercial ground at the time of their plat infrastructure construction. If trails are located within another park type, they will be required to be built at the same timing as the park construction that they are located within. If Secondary Pedestrian Trails include a pedestrian underpass, then the underpass shall be constructed at the time of either the trail installation or the overhead road installation, as determined by the ARC.

13. ***Tertiary Pedestrian Trails***—Tertiary Pedestrian Trails are typically unpaved or dirt. They are single-track trails catering to individual users or small groups. These trails will primarily serve the immediate residents, not the wider public. They are provided for users to take leisurely strolls through natural areas, not major connections. These trails may be appropriate for bike users, but need to be carefully considered and signed to avoid traffic conflicts. Tertiary Pedestrian Trails will be constructed prior to the completion of any adjacent NPA.

14. ***Equestrian Trails***—Equestrian Trails are typically compacted soil. Pedestrians are allowed, but bikes are restricted. Amenities may be located along equestrian trails. Horse trailer parking may be located at designated trailhead(s). There are typically few intersections with other trails or roads, and intersections are well identified. Equestrian Trails to be constructed prior to the completion of any adjacent NPA.

LANDSCAPING PHILOSOPHY

Landscaping will follow the Landscape Water Efficiency (LWE) standards. The landscaping philosophy for the LWE is based on best practices with an emphasis on aesthetics and water conservation. The overarching objective is to enhance the area's natural features, as well as the character of homes, buildings, streetscapes, and PTOS, in order to strengthen and frame vistas, while providing areas of intermittent shade.

All PTOS, as well as commercial and residential landscaping designs, are subject to approval by the

Firefly Architectural Review Committee (ARC). The ARC or applicable Homeowners Association (HOA) will enforce the landscaping and maintenance requirements.

Streetscapes

Thoroughfares will have attractive streetscapes, which may incorporate neighborhood entrance nodes and beautiful landscaping. Streetscapes are an important part of Firefly that will serve many functions including:

1. Contributing to the personality and brand of Firefly through continuity in design
2. Providing safety for all modes of transportation
3. Creating a sense of place for residents and visitors

General Street Tree Standards

A plan for trees planted within park strips, provided at future Development Applications, shall show the plant schedule for the street trees within Firefly. Trees may be moved or removed from the plan to accommodate driveways and intersection requirements. The Master Developer may place street trees so they do not interfere with Low Impact Development (LID) street design requirements.

LANDSCAPE WATER EFFICIENCY STANDARDS

Purpose

The purpose of these Landscape Water Efficiency (LWE) standards is to conserve water resources by establishing water conservation standards for outdoor landscaping.

Applicability

The following standards shall be required for all developer/contractor installed residential, commercial, institutional, and industrial construction, as applicable. The LWE standards shall also be required for new landscaping construction installed by homeowners.

Outdoor Landscaping Standards

All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family, single-family residential projects, and two-family dwellings shall comply with the landscaping standards below:

Definitions

1. ***Active Recreation Areas***—Areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (ex. sport fields and play areas).
2. ***Front Yard***—A yard extending across the full width of the lot, the depth of which is the shortest distance between the main building and the front lot line. See Figure 1.
3. ***Hardscape***—Durable landscape materials, such as concrete, wood, pavers, stone, or compacted inorganic mulch.
4. ***Lawn***—Ground that is covered with grass or turf that is regularly mowed.
5. ***Mulch***—Any material such as rock, bark, compost, wood chips, or other materials left loose and applied to the soil.

6. ***Nonfunctional Turf***—An irrigated grass area not providing functional use and generally maintained for aesthetic purposes only.

7. ***Park Strip***—A typically narrow landscaped area located between the back-of-curb and sidewalk.

8. ***Paths***—Designed routes between landscape areas and features.

9. ***Planting Bed***—Areas of the landscape that consist of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.

10. ***Rear Yard***—A yard extending across the full width of the lot and 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 Figure 1.

11. ***Side Yard***—A yard between a building and the adjacent side lot line, extending from the front yard setback to the rear yard setback. On corner lots, the side yard adjacent to a street shall extend from the front yard setback 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 Figure 1.

12. ***Total Landscaped Area***—Improved areas of the property that incorporate all of 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.

Landscaping Requirements

1. Landscaped areas shall be provided with a 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.

2. Nonfunctional turf to be used sparingly.

3. 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.

4. Each irrigation valve shall irrigate landscaping with similar site, slope and soil conditions, and plant materials 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.

5. 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. ARC approved materials shall be used in areas located within a public right-of-way.

6. The following requirements shall apply to single-family residential properties.

    a. Lawn shall not be installed in park strips, paths, or on slopes greater than 25% (4:1 grade) or 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.).

    b. Lawn areas in the front and side yards shall not exceed the greater of 250 square feet, or 35% of the total landscaped area.

i. Single-family residential properties 0.25 acres or smaller wherein the combined square footage of the front and side yards is twice as large or greater as the rear yard square footage shall be permitted lawn areas up to 50% of the total landscaped area in the front and side yards.

ii. Residential lots that have no back yards, which the total landscaped area is less than 250 square feet, and which the front yard dimensions cannot accommodate the minimum 8 feet wide lawn area requirement of the landscaping requirements in section i, are exempt from the 8 feet minimum width lawn area requirement.

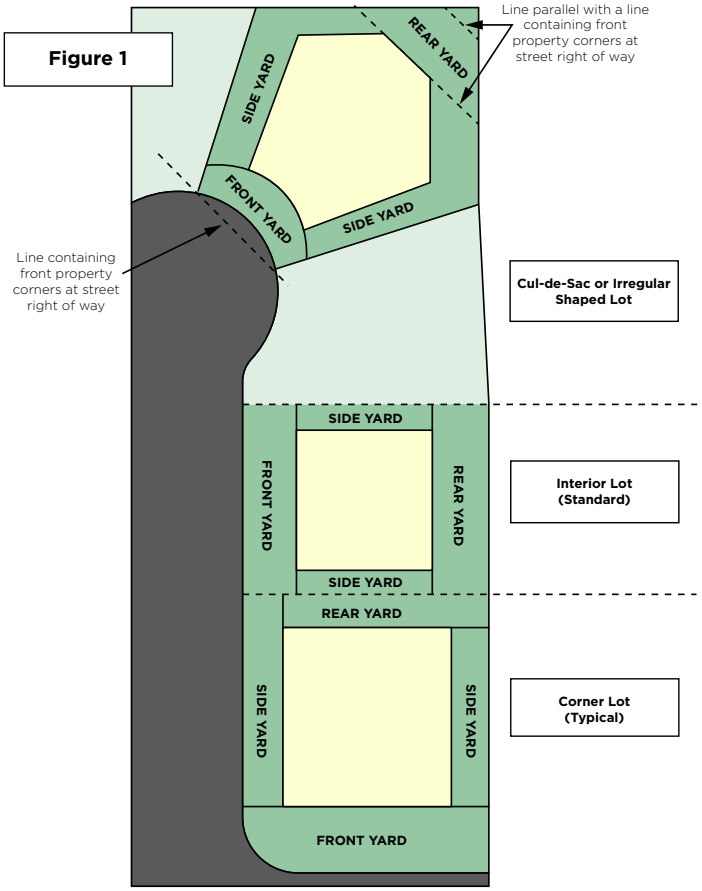
c. At maturity, landscape areas shall have enough plant material to create at least 50% living plant cover at the ground plane, not including tree canopies. Park strips are excluded.

7. In commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 30% of the total landscaped area, outside of active recreation areas.

8. 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 6, above). Applications to receive exceptions are to be considered on a case-by-case basis by the ARC.

9. These outdoor standards are not intended to be in conflict with other landscaping requirements as defined by Utah law, including stormwater retention requirements and low-impact development guidelines. Notwithstanding these outdoor standards, whenever any requirement may be in conflict with Utah law, such conflicting requirements shall not apply.

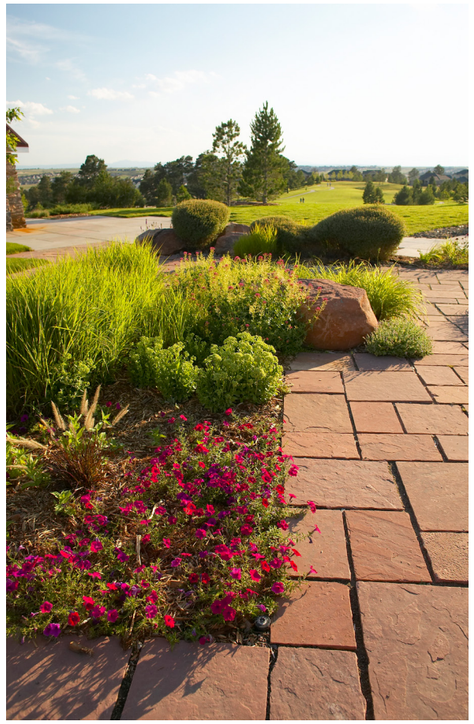
Figure 1



EXAMPLES OF LANDSCAPING







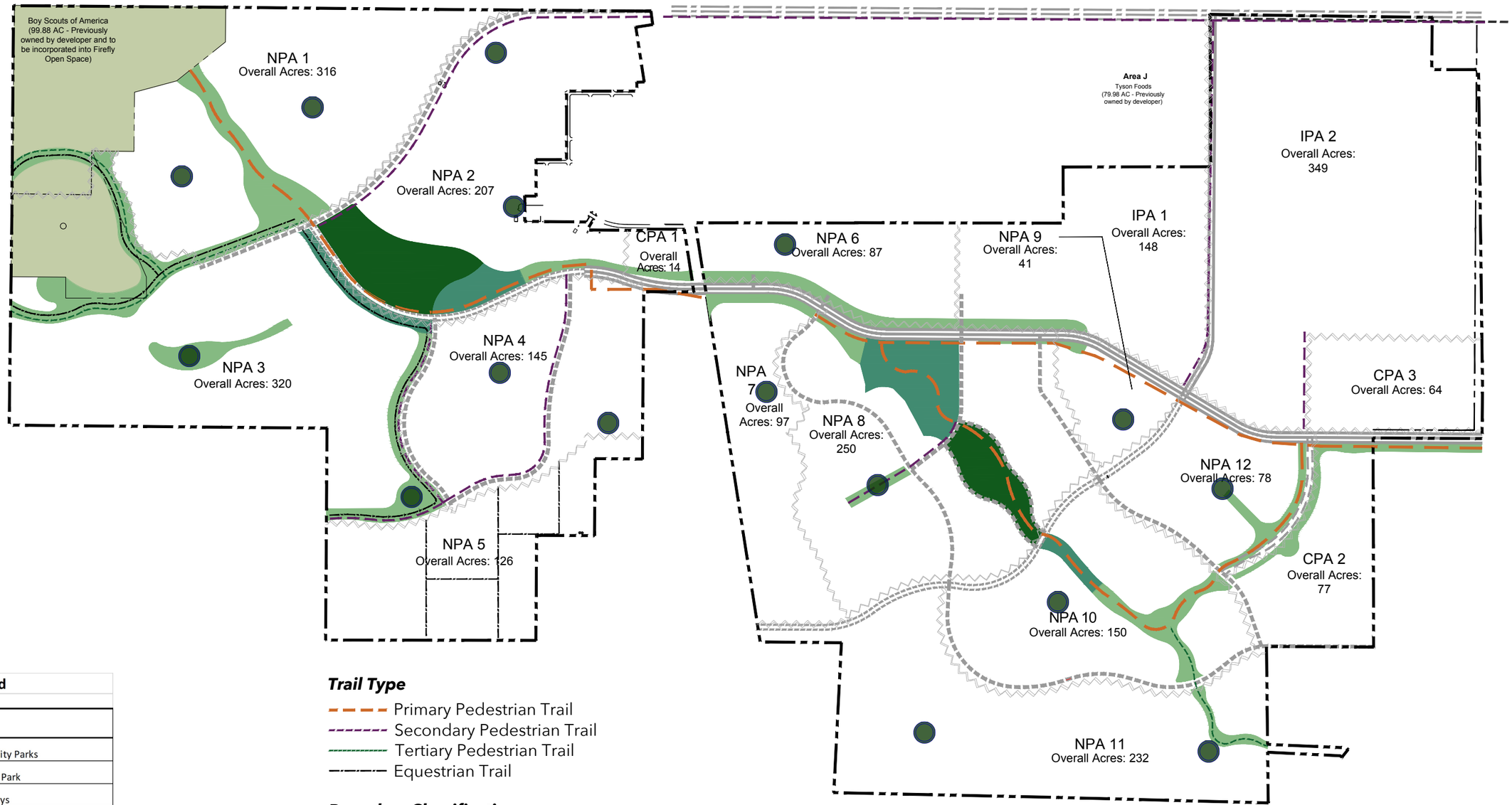






NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

PARKS, TRAILS & OPEN SPACE EXHIBIT



Legend

Type
Community Parks
Regional Park
Greenways
Amenity Areas
Neighborhood Parks

Trail Type

- Primary Pedestrian Trail
- Secondary Pedestrian Trail
- Tertiary Pedestrian Trail
- Equestrian Trail

Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

NOTES:

1. Acreages are approximate.
2. The PTOS depicted in this Exhibit are conceptual and intended to depict potential PTOS in the amounts/types/distributions contemplated in this Community Plan.
3. Location and number of PTOS are approximate.
4. All parks, trails, and greenways may include Native Open Space.

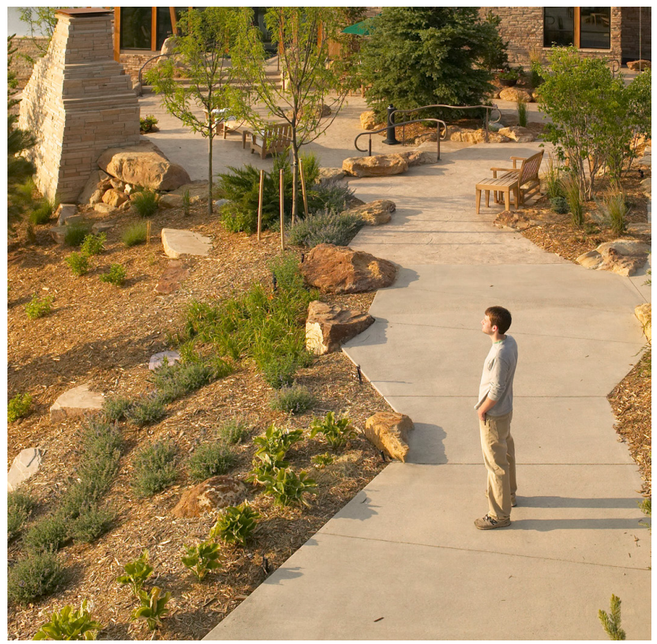
EXAMPLES OF COMMUNITY CONNECTIVITY









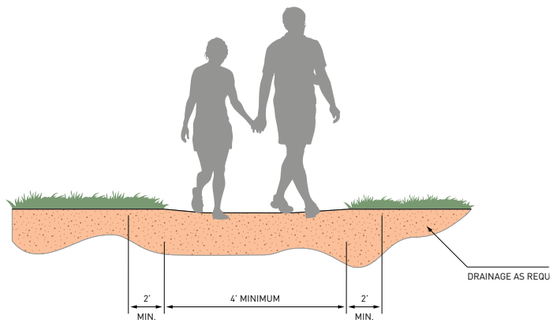




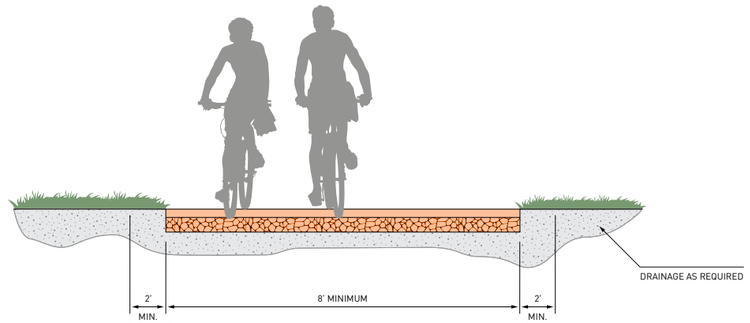


NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

TYPICAL TRAIL SECTION EXHIBIT

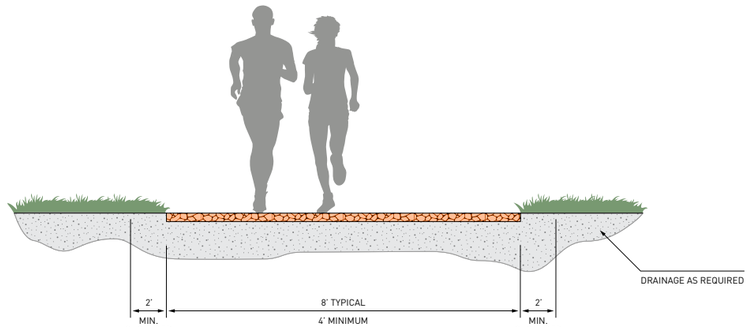


Dirt Trail



Asphalt Trail

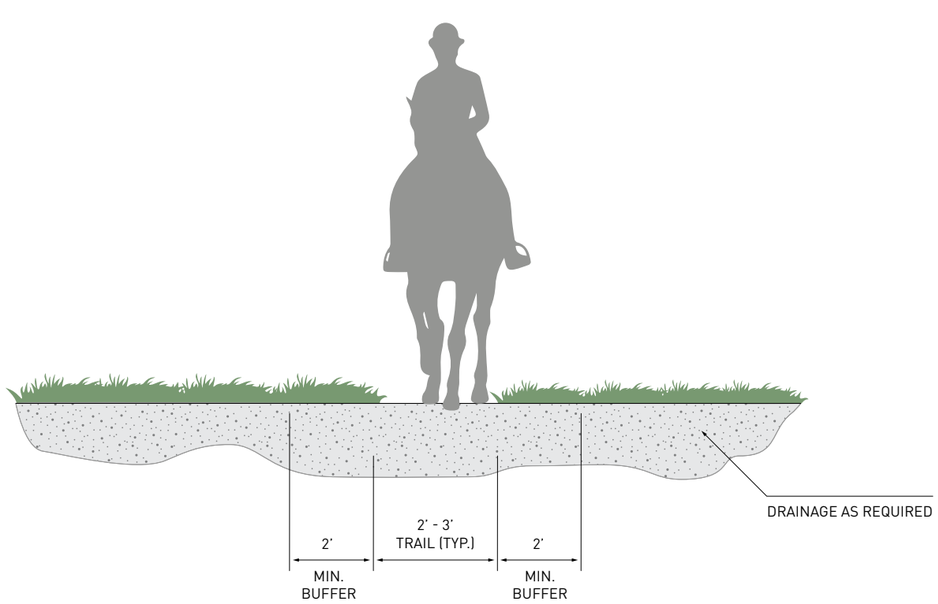
3" Asphalt / 6" Base



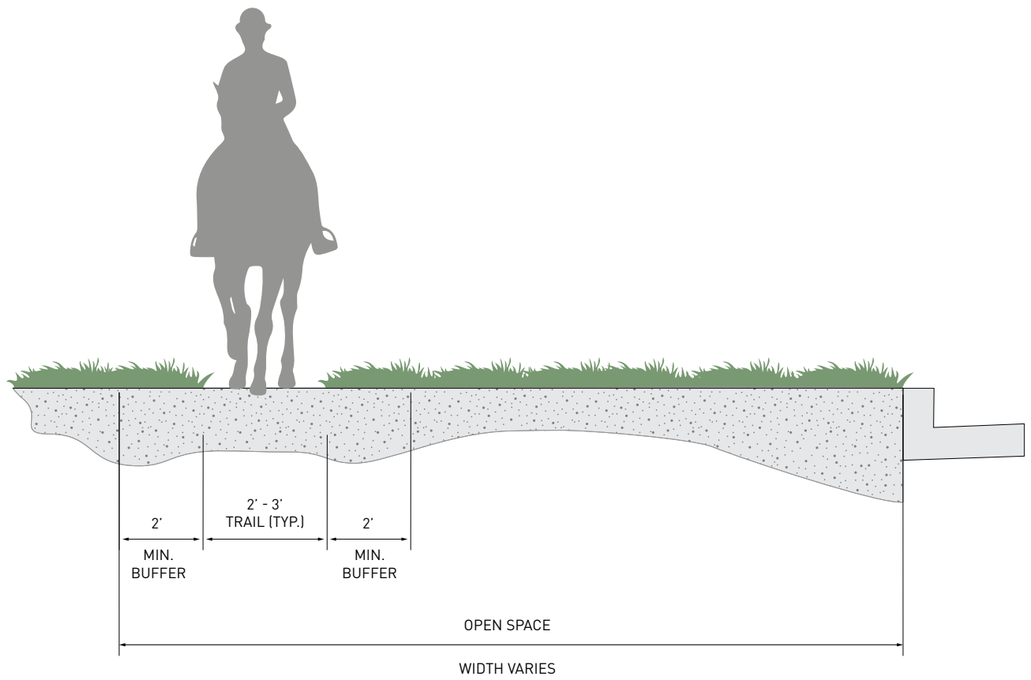
Unpaved Trail

NOTE: Cross-sections of trails may be widened on any of the trail types.

EQUESTRIAN TRAIL SECTION EXHIBIT



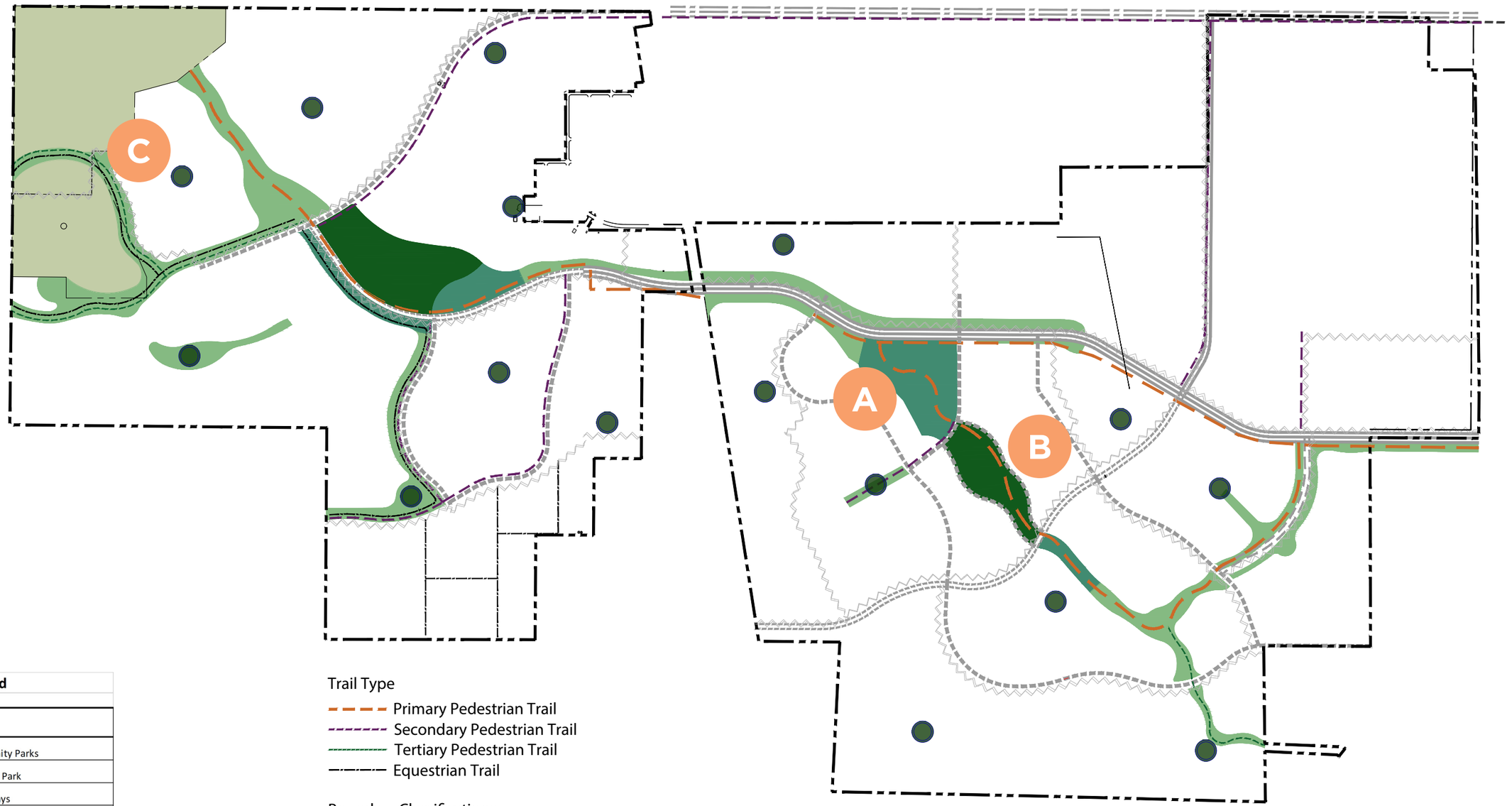
Off-Road Equestrian Trail



Roadway Equestrian Trail

Note: Cross-sections of trails may be widened on any of the trail types.

PROPOSED PARKS A, B, AND C



Legend
Type
Community Parks
Regional Park
Greenways
Amenity Areas
Neighborhood Parks

Trail Type

- Primary Pedestrian Trail
- Secondary Pedestrian Trail
- Tertiary Pedestrian Trail
- Equestrian Trail

Boundary Classifications

- Planning Area Boundary
- Development Agreement Boundary

NOTE:

This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

A—COMMUNITY PARK



1. REGIONAL TRAIL
2. MULTI-PURPOSE SPORTS FIELDS
3. PLAYGROUND
4. CONCESSIONS & RESTROOM
5. PARKING
6. PICKLEBALL COURTS
7. BASKETBALL COURTS
8. SKATEPARK
9. PUMP TRACK
10. UNDERPASS

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

A—COMMUNITY PARK EXAMPLES















NOTE:
These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

B—AMENITY AREA



11 INDOOR/OUTDOOR DESTINATION PLAYGROUND

12 UNDERPASS AMPHITHEATER

13 MAIN AMENITY BUILDING

14 SPLASH PAD

15 ENTRY PLAZA

16 BOULDER CLIMBING FEATURE

17 EVENT / SPORTS LAWN / U8 SOCCER

18 PARKING

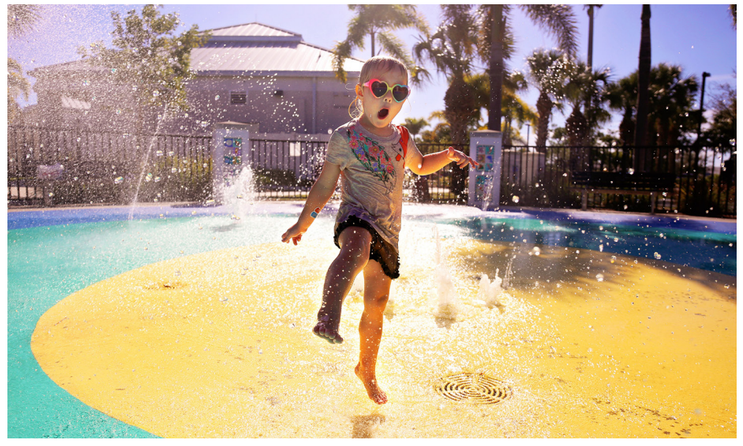
19 REGIONAL TRAIL

NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

0 25 100
10 50 200
SCALE: 1"=100'-0"

B—AMENITY AREA EXAMPLES



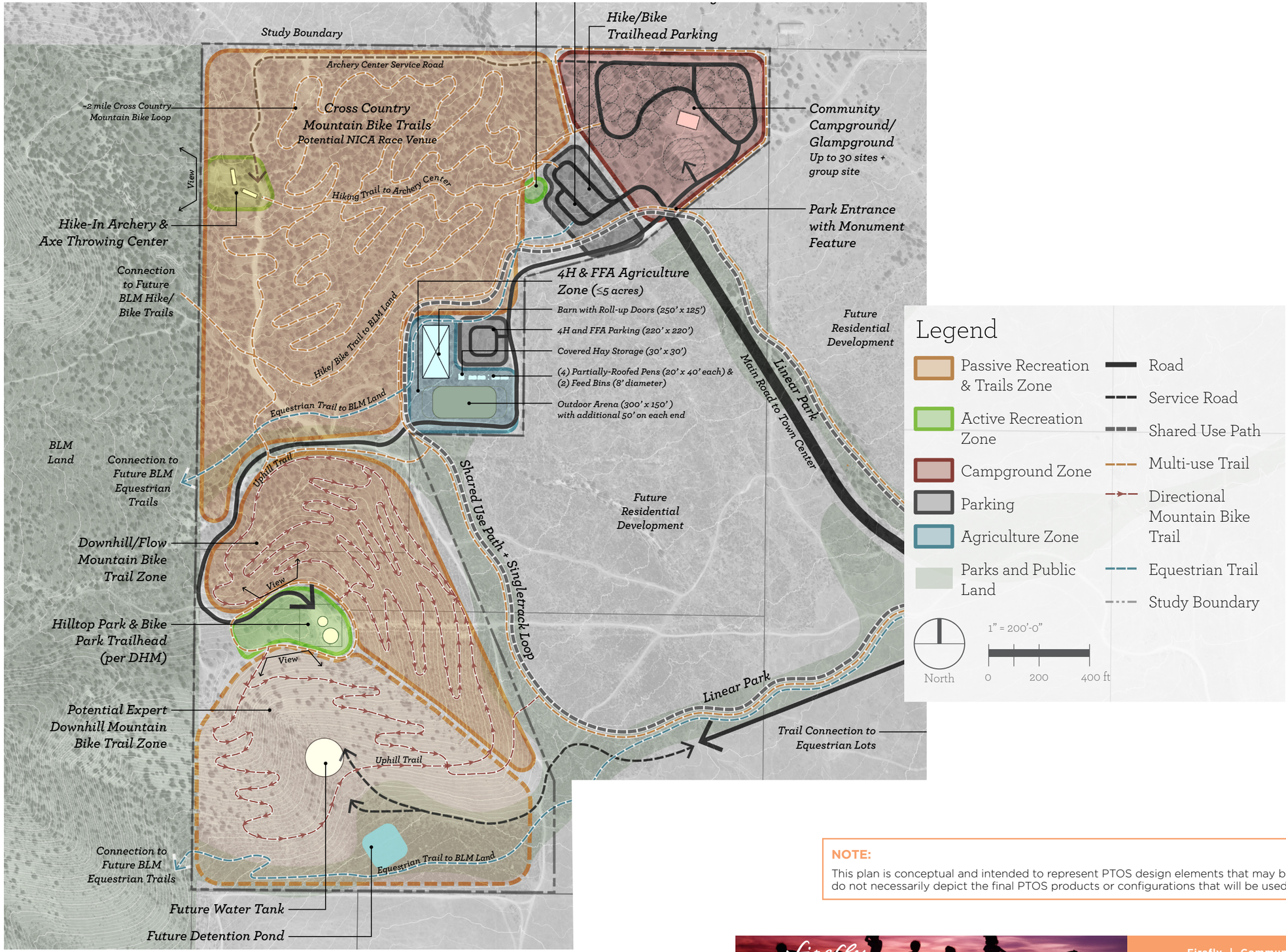






NOTE: These photos are intended to represent PTOS and amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

C—REGIONAL PARK



NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

C—REGIONAL PARK (HILLTOP DETAIL)



NOTE:
This plan is conceptual and intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products or configurations that will be used.

C—REGIONAL PARK EXAMPLES















NOTE:
These photos are intended to represent PTOS or amenity elements that may be utilized and do not necessarily depict the final amenities or themes that will be used.

EXAMPLES OF COMMUNITY EVENTS & LIFESTYLE PROGRAMMING



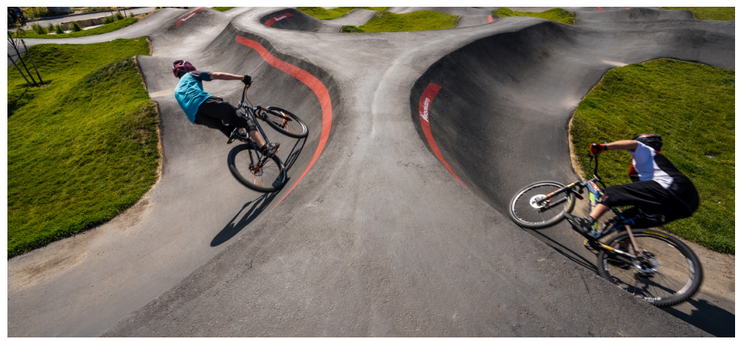
















NOTE: These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.

PARKS AND AMENITY AREA PHASING DETAILS

PARK AND AMENITY AREA PHASING			
	Included Features	**Phasing Details**	
Community Park A	» Multisport field(s) » Pickleball courts » Basketball courts » Playground » Skate park » Pump track » Restroom facilities » Shade structure(s) » Walking trails » Parking » Maintenance building	**Phase 1**	» Pickleball courts » Basketball courts » Skate park » Pump track » Restroom facility » Shade structure(s) » Walking trails » Parking (along street)
		Phase 2	» Multisport field(s) » Playground » Restroom facility » Shade structure(s) » Walking trails » Parking
Amenity Area B	» Indoor/outdoor playground » Amenity building » Splash pad » Parking » Walking trail(s) » Sports field » Amphitheater » Gathering area(s) » Underpass connection to Community Park A	**Phase 1**	» Indoor/outdoor playground » Amenity building » Parking » Amphitheater » Underpass connection to Community Park A
		Phase 2	» Splash pad » Walking trail(s) » Gathering area(s)
		Phase 3	» Parking » Walking trail(s) » Sports field » Gathering area(s)
Regional Park C	» NICA cross country trails » Downhill/flow trail(s) » Hiking trail(s) » Equestrian trail(s) » Shade structure(s) » Gathering area(s) » Overlook pavilion » Shade structures » Campground » Agricultural and equestrian area » Archery and ax throwing center » Trailhead(s)	**Phase 1**	» NICA cross country trails » Downhill/flow trail(s) » Hiking trail(s) » Equestrian trail(s) » Trailhead parking » Mountain bike skills area
		Phase 2	» Community campground
		Phase 3	» Agricultural and equestrian area
		Phase 4	» Water tank hilltop area » Shade structure(s) » Overlook pavilion » Parking lot » Expert downhill course » Gathering area(s) » Archery and ax throwing center

OVERALL PTOS SPENDING SCHEDULE

Developer will complete Phase 1 of Community Park A upon the issuance of the 336th building permit issued. As to all other phases of Park A, Area B, and Park C, Master Developer may elect to build partial or complete phases of any Park or Area in any order so long as the Master Developer actually spends the dollars on PTOS at the issuances of the building permits identified below.

Building Permit Issuance	PTOS Spend
1250	$11,250,000
2500	$22,500,000
3750	$33,750,000
5000	$45,000,000
6250	$56,250,000
7500	$67,500,000
8750	$78,750,000
9659	$86,931,000

Note: The dollar amount shown in the table above represents $9,000 per unit.



COMMUNITY IDENTIFIERS & MONUMENTATION



PUBLIC ART STRUCTURE

Entrances(s) and other key locations at Firefly may feature a large public art structure that creates a strong first impression to those entering Firefly. Community signage highlighting the name of Firefly is separate from the public art structure, therefore, the art structure will not contain any words. However, the materials and colors of this unique structure will be incorporated into the design theme of the primary, secondary, neighborhood, and park entrance features to create a unifying brand. Public art structures may not exceed 50 feet in height, and may be illuminated. The structure may be incorporated into a fence or other boundary structure. Exact location(s), design, and landscaping will be determined at Development Application.

ENTRANCE GATEWAY

Much like the public art structure, the entrance gateway monument over the entrance serves as a branded structure that welcomes residents and visitors, showcases the quality of the community, and represents a physical boundary.



NOTE: Images shown on this page are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

ENTRANCE FEATURES / MONUMENT SIGNAGE

Entrance features and monument signage may be installed by Master Developer to identify neighborhoods and promote the Firefly brand. All entrance features will be located outside public utility easements (PUEs). Placement of these monument signs will be in compliance with the AASHTO clear sight triangle regulations. Specific locations and landscaping plans will be detailed at Development Application.

Primary entrance features are monument signs that include the name and branding for Firefly as a whole, and are situated in highly visible locations which may be bermed up to increase visibility. The primary entrance feature may be double-sided and/or illuminated. Each face may not exceed 200 square feet, and the top of the sign may not be higher than 20 feet from grade.

Secondary, neighborhood, and park entrance monument signs are smaller than primary entrance features. These monument signs may be double-sided and/or illuminated. Each face may not exceed 100 square feet, and the top of the sign may not be higher than 12 feet from grade. Secondary signs may feature the Firefly logo. Neighborhood signs will generally highlight the name or special features of a neighborhood within Firefly. Park entrance monument signs feature the name of the park.

The supporting structures for entrance features/monument signs will be designed with materials and styles that are consistent with the character of Firefly. The signage plan will be approved by the ARC prior to Development Application(s) as appropriate.



NOTE: Images shown are intended to represent design ideas and/or materials that may be used as inspiration and do not necessarily depict the specific theme, design, or materials that will be used in Firefly.

COMMUNITY WAYFINDING SIGNS

Permanent wayfinding signage will guide residents and visitors to parks, trailheads, and other amenities within Firefly. Providing effective wayfinding will allow the PTOS network to be used to its full potential. Final design details for wayfinding signage will be determined at Development Application. Wayfinding signs may be illuminated. Additionally, wayfinding signs may be double-sided, and each face may not exceed 60 square feet. The top of wayfinding signs may not be higher than 10 feet from grade. The locations of these signs will be determined at Development Application as appropriate.



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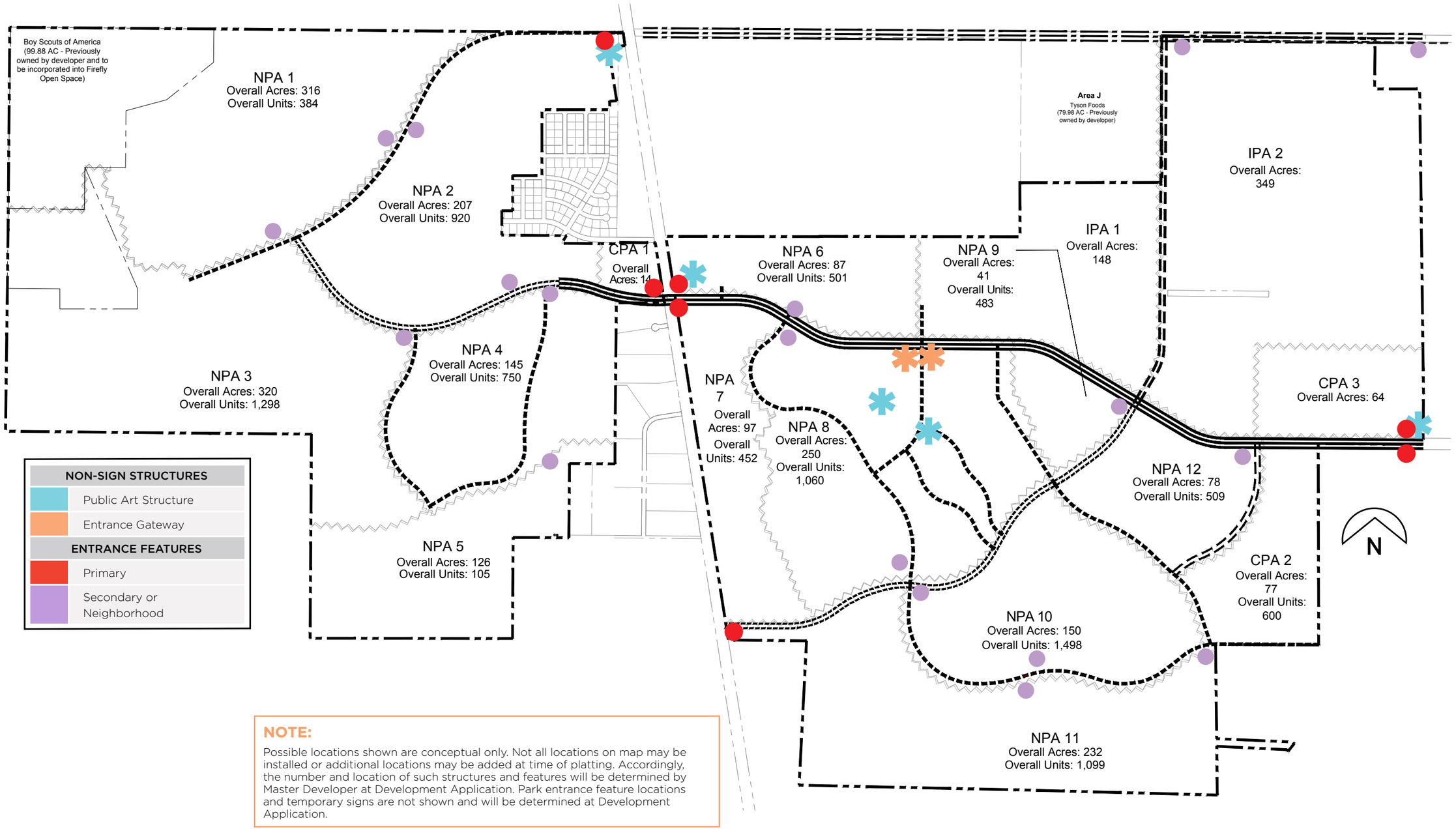
TRAIL SIGNAGE

Permanent trailhead sign faces may be as large as 60 square feet. Supporting structures for trail signs will be designed with a style that is consistent with the character and appearance of the entrance features for each trail. Trail signs may be used to showcase trailhead locations, trail names, and distances. Final locations of signage will be determined at Development Application.

MONUMENTATION PLAN



NON-SIGN STRUCTURES
Public Art Structure
Entrance Gateway
ENTRANCE FEATURES
Primary
Secondary or Neighborhood

NOTE:

Possible locations shown are conceptual only. Not all locations on map may be installed or additional locations may be added at time of platting. Accordingly, the number and location of such structures and features will be determined by Master Developer at Development Application. Park entrance feature locations and temporary signs are not shown and will be determined at Development Application.

04 RESIDENTIAL DEVELOPMENT STANDARDS & ARCHITECTURE

FIREFLY ARCHITECTURAL REVIEW COMMITTEE (ARC)

Master Owners Association

A Master Homeowners Association (HOA) will be established to review, approve, and enforce architectural requirements and restrictions, and to address common area maintenance obligations for the entire Firefly Community. Where required, typically in multi-family areas, sub-HOAs will be established to address area-specific costs.

Firefly ARC

The ARC shall be created within the HOA. The goal of the ARC is to ensure Firefly is a pleasant, desirable, and sustainable community, with a harmonious design concept. The ARC protects and promotes the present and future values of the Firefly development. All exterior architectural building elevations, materials, colors, fencing details, landscaping, and signage within Firefly shall be subject to a design review and approval process established by the ARC.

The ARC shall review and approve all residential site plans and building permits prior to beginning Development Application and review processes. The ARC may consist of representatives of the Master Developer, as well as a selected team of professionals. The Master Developer shall retain the right to retain or replace members of the ARC at its discretion.



SINGLE-FAMILY TYPES

There are five types of single-family, detached homesites in Firefly. There are agriculture, standard, alley-load, shared drive, and cottage homesites. Single-family alley-load, shared drive, and cottage lots may be traditional front-load homes, but may also be rear loaded with garages accessed from alleys and/or private driveways.

SINGLE-FAMILY STANDARDS

SINGLE-FAMILY DETACHED								
Type of Lot	**Front**	**Garage**	**Rear**	**Side**	**Corner**	**Minimum Lot Width[1]**	**Minimum Lot Size**	**Maximum Building Height[2]**
Agriculture	25′	25′	35′	10′/30′	25′	90′	21,780 sf	35′
Standard	15′	22′	20′	5′/5′	15′	45′	4,000 sf	35′
Alley Load	10′	5′	5′	5′/5′	15′	40′	4,000 sf	35′
Shared Drive	10′	20′	10′	5′/5′	15′	40′	No Min.[4]	35′
Cottage	15′	22′	10′	5′/5′	15′	40′	3,600 sf	35′

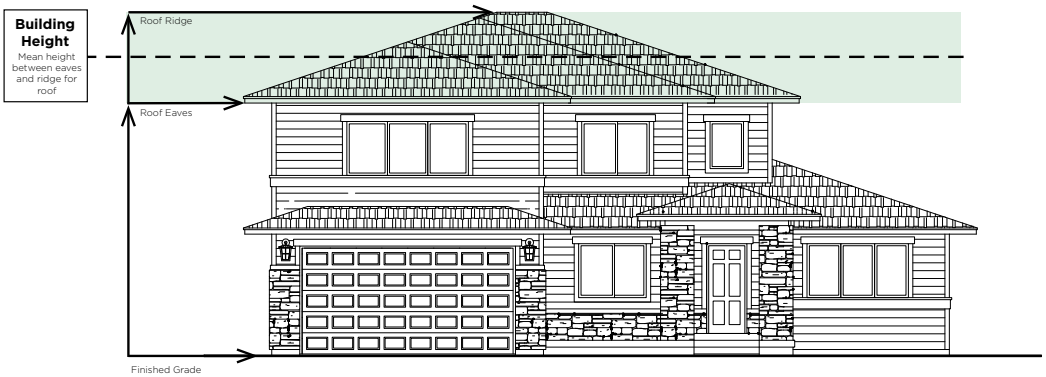
ACCESSORY BUILDINGS			
Type of Building	**Rear**	**Side**	**Maximum Building Height[2]**
Barns	5′	5′	35′
ADU[3]	5′	5′	35′

Reference Notes

1. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to provide for curvilinear/coving design. See page 4-09.

2. Building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Figure 2



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the highest point of the coping of a flat roof or the deck line of a mansard roof.

If a home has a walkout or garden-level basement, the building height shall be determined by calculating the average of the highest finished grade and the lowest finish grade as measured along the front of the structure.

3. The living space of a detached ADU must be a minimum of 400 square feet and may not exceed 50% of the primary home's footprint including the garage, up to a maximum of 1,200 square feet. An ADU may be part of a larger barn structure that may exceed 50% of the primary home's footprint, and/or be larger than 1,200 square feet.

4. There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback requirements as determined in this community plan.

SINGLE-FAMILY DEVELOPMENT STANDARDS

General Standards

Homes shall be a variety of styles and colors. Gated neighborhoods are permitted. 3-story homes are allowed.

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Parking Standards

A 2-car garage is required on all single-family homes. Additionally, a driveway matching the garage setbacks is required, except for alley-load lots and shared-drive lots. In the case of alley-load lots and shared-drive lots, parking must match townhome parking standards.

Fencing

Materials, specifications, and locations to be approved by the ARC.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

EXAMPLES OF SINGLE-FAMILY HOME DESIGNS





NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





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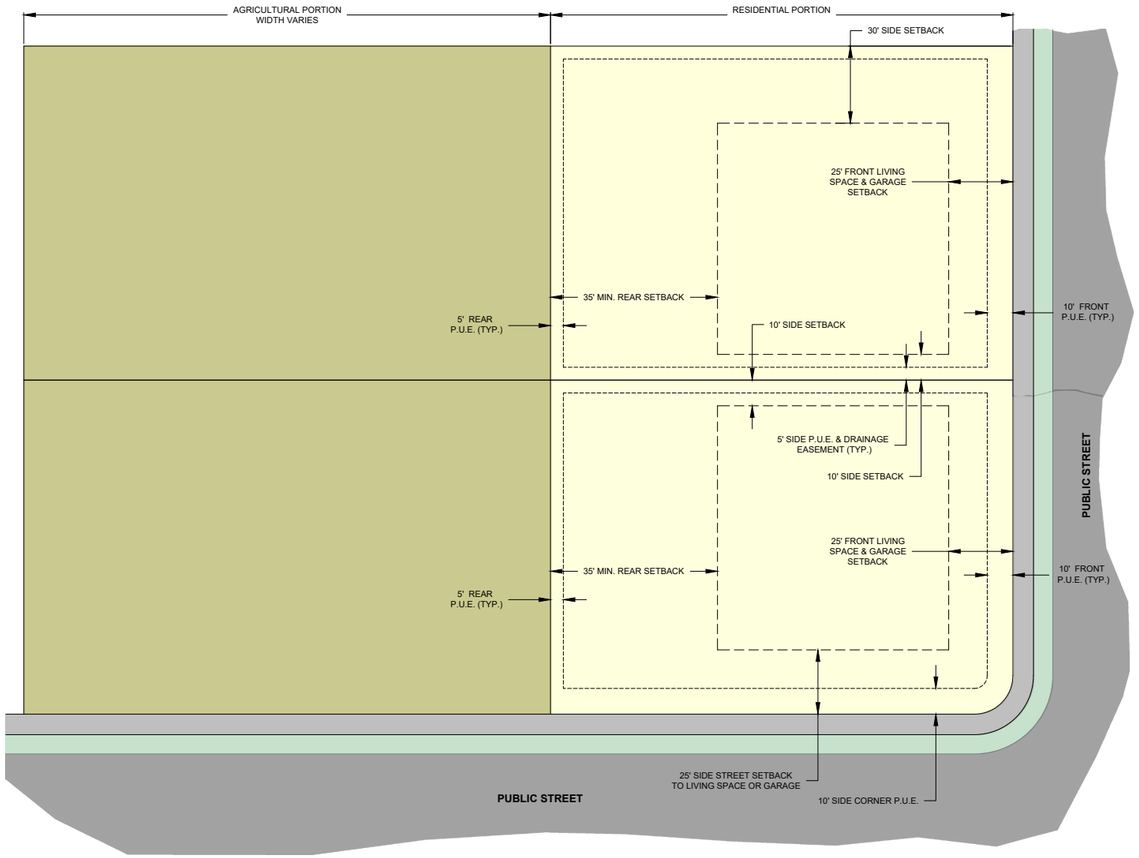
SINGLE-FAMILY SETBACK EXHIBIT

Agriculture Lot

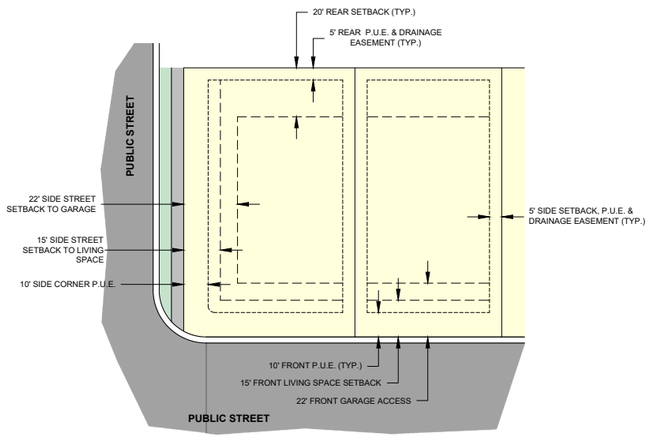


NOTE:

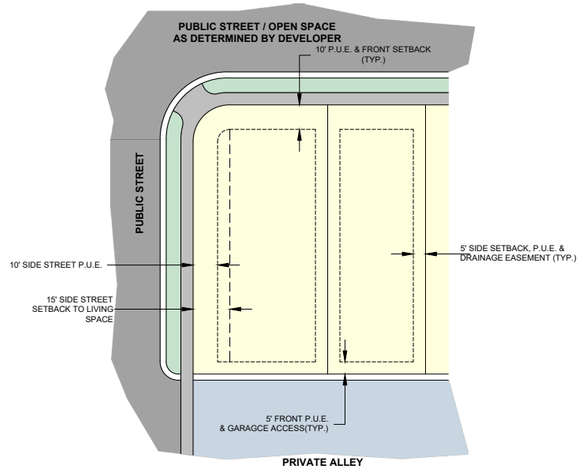
1. Structures or corrals housing animals: 50' from neighboring residences.
2. Shop, detached garage, ADUs, and other accessory buildings without livestock shall have 5' setbacks.

SINGLE-FAMILY SETBACK EXHIBIT (CONT'D)

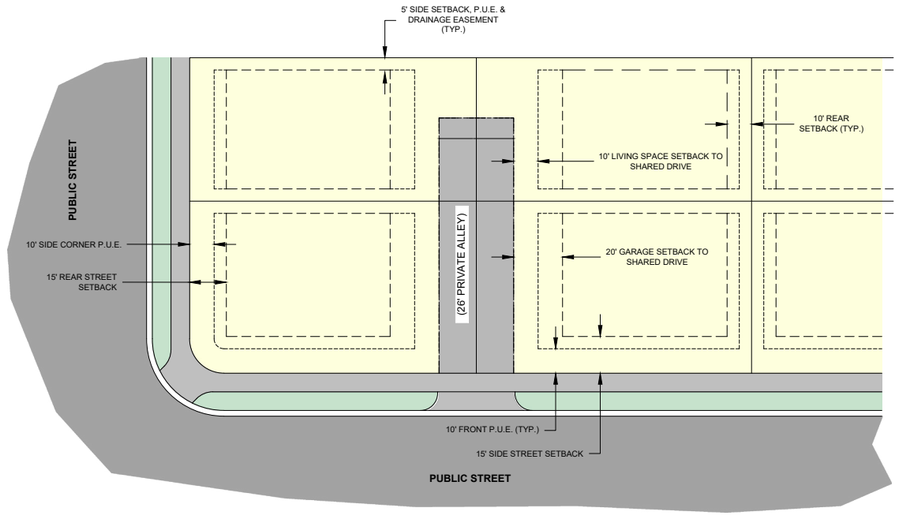
Standard



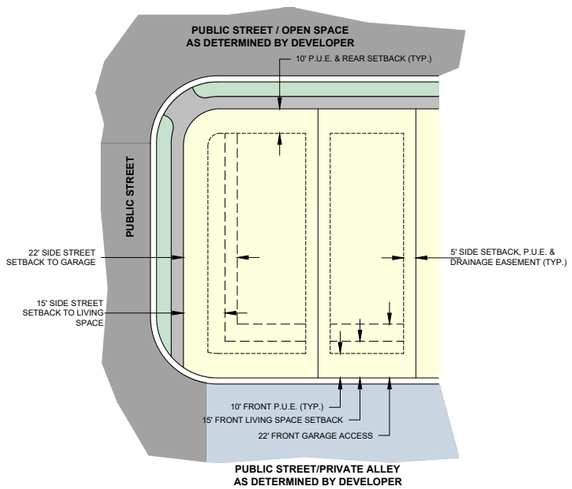
Alley Load



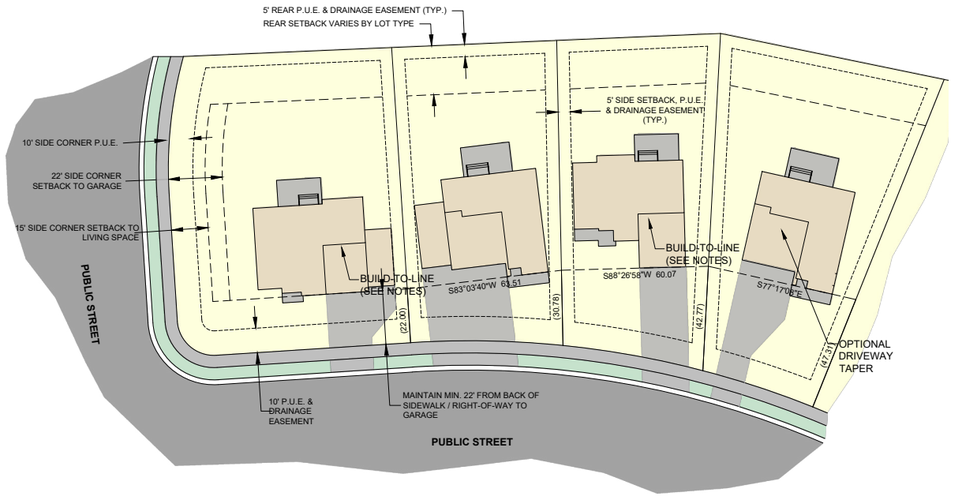
Shared Drive



Cottage



Curvilinear / Coving



NOTE:

1. Build-to line has been established for front setback and orientation of house.
2. Build-to line to be a minimum of 22' to garage face or 15' to living space.

MULTI-FAMILY TYPES

Multi-family homes are higher density residential units. Townhomes are built in a row with all units sharing a similar style. Garages may be built at the front or rear of the home. These townhomes are referred to as front-load or rear-load. Multi-family types also include apartment homes and condos, which are self-contained housing units that occupy only part of a building.

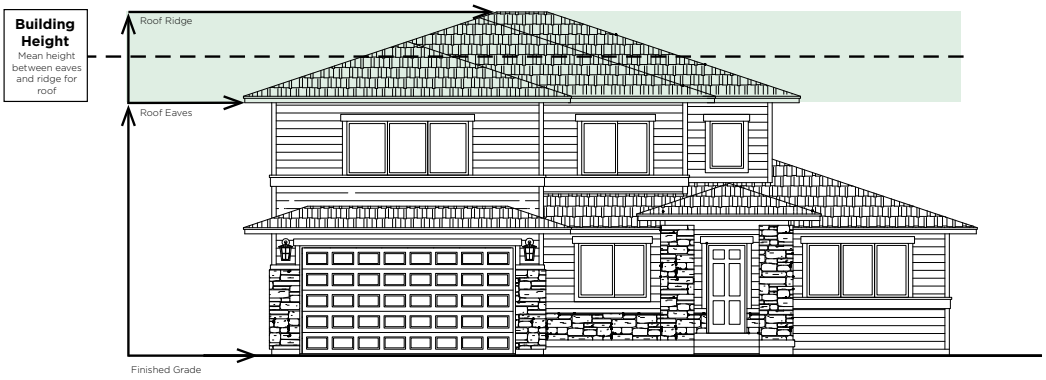
MULTI-FAMILY STANDARDS

MULTI-FAMILY									
Type of Lot	**Front**	**Garage**	**Rear**	**Rear Building Spacing**	**Side**	**Side Building Spacing**	**Corner**	**Max. Building Height[1]**	**Max. Units Per Building**
Twin Home	15′	22′	10′	20′	5′/5′	10′	15′	35′	N/A
Front-Load Townhome	15′	22′	10′	20′	15′	15′	15′	40′	N/A
Rear-Load Townhome	10′	5′	5′	30′	15′	15′	15′	40′	N/A
Apartment / Condominium	10′	5′	15′	30′	15′	15′	15′	55′	100

Reference Note

1. Building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Figure 2



If the roof is a mansard or flat, the building height is measured from the average of the highest finished grade and the lowest finished grade of the structure (except for homes with walkout or garden level basements) to the highest point of the coping of a flat roof or the deck line of a mansard roof.

If a home has a walkout or garden-level basement, the building height shall be determined by calculating the average of the highest finished grade and the lowest finish grade as measured along the front of the structure.

TWIN HOME & TOWNHOME DEVELOPMENT STANDARDS

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback requirements as determined in this community plan.

Parking Standards

Parking requirements shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.75 stalls are required. For 2-bedroom homes, 2.5 parking stalls are required. For 3-bedroom homes, 3 parking stalls are required. For 4-bedroom homes and greater, 3.5 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot, or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. Garage dimensions are required to be a minimum of 20' x 20'.

Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Materials, specifications, and locations to be approved by the ARC. Limited common open space may be fenced.

Exterior Materials

Exterior materials are to be consistent with the architectural styling of the home. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with styling of the particular home. All materials and colors must be approved by the ARC.

Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

Building Size

Twin homes and townhomes shall consist of buildings between 1 and 12 units and shall not be greater than 200 feet in length. They share at least one structural component (e.g., concrete, pillars, piers, foundations, footings, or walls) which may be above or under the ground, and may be attached or detached, but will be platted consistent with the footprint of the building, with all yards, driveways, and other PTOS platted as common or limited common open space. The number of building stories shall be limited to the building height allowed for twin homes and townhomes.

PTOS

Twin homes and townhomes may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.

EXAMPLES OF TWIN HOME & TOWNHOME DESIGNS





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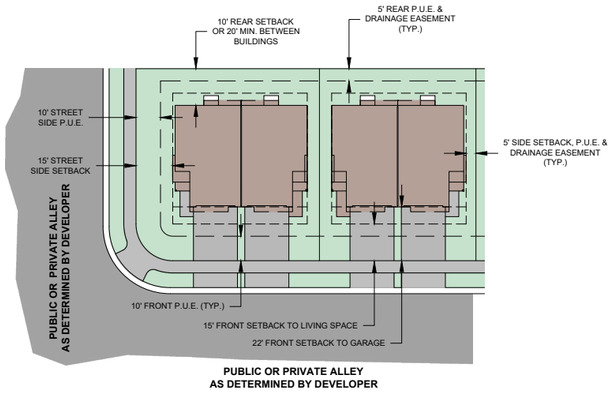
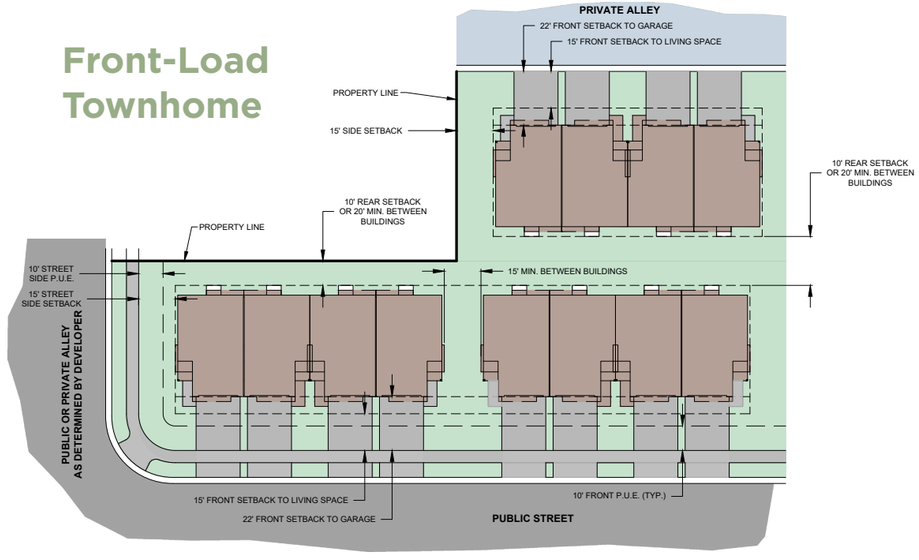
TWIN HOME & TOWNHOME SETBACK EXHIBIT

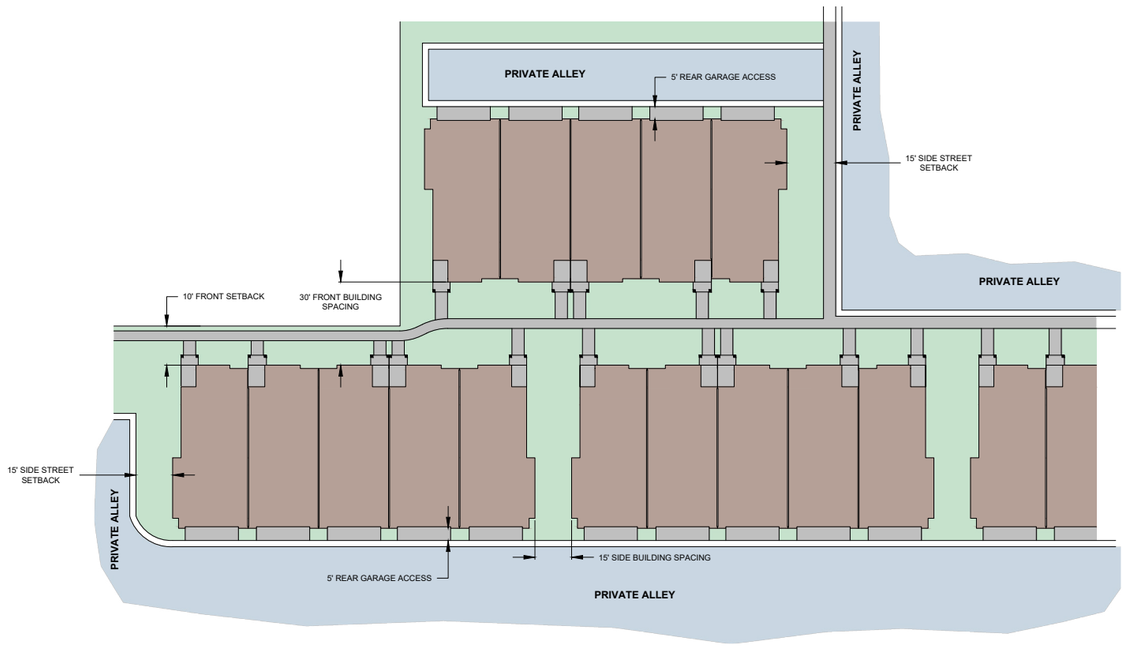
Twin Home

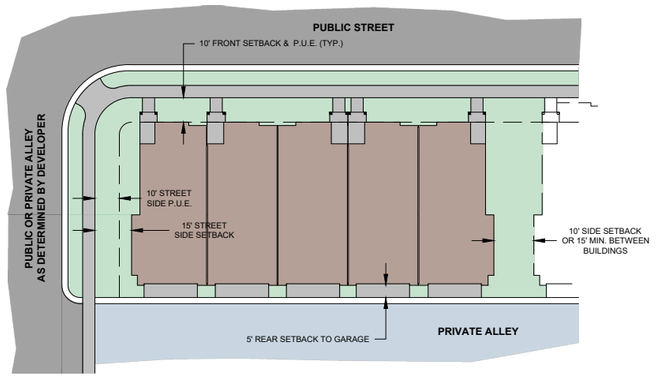


Front-Load Townhome



Rear-Load Townhome





APARTMENT & CONDOMINIUM DEVELOPMENT STANDARDS

Roof Pitch

The roof type of any structure may be any of the following: gable, hip, gambrel, mansard, or flat. Roof type and design should match the styling of the overall home design. Roof pitches may be flat or 1/12 to 12/12.

Minimum Lot Area

There are no minimum lot area requirements. Appropriate lot size is determined by the ability to meet development setback and parking requirements as determined in this community plan.

Parking Standards

Parking requirements for apartments and condominiums shall be based on the number of bedrooms in each home. For 1-bedroom homes, 1.5 stalls are required. For 2-bedroom homes, 2.25 parking stalls are required. For 3-bedroom homes, 2.75 parking stalls are required. For 4-bedroom homes and greater, 3.25 stalls are required. Parking means a parking stall located within a garage, driveway, private parking lot (covered or open), or on a public street, and shall be sized at a minimum of 8' wide x 18' deep. For condominiums or apartments that are part of a mixed-use project, parking may be shared and the total number of shared parking spaces required for the mixed-use project may be reduced, at Master Developer's discretion, by up to 25% of the overall minimum parking requirement.

Fencing

Fences or walls in front yards or side yards facing a street shall be no taller than three feet. Fences or walls along the side or rear yards shall be a minimum of six feet and a maximum of seven feet. Limited common open space may be fenced.

Exterior Materials

Exterior Materials are to be consistent with the architectural styling of the building. Materials may include masonry, stucco, fiber-cement type siding, metal architectural paneling, or other materials consistent with the styling of the particular building. All materials and colors must be approved by the ARC.

Roof Type

Roofing materials should be a minimum of 30-year architectural shingles, metal, or membrane roof for flat roofs.

Architectural Relief

The street-facing portion of the building shall be designed to avoid flat planes or visual lines that give the appearance of one flat wall face for the length of the building facade fronting the street without a break. The same standard shall be required for homes adjacent to PTOS or on the corner side of corner lots. Street-facing facades greater than 40 feet in length must exhibit a change in the wall plane. Change of the wall plane shall be done by adding porches, balconies, windows, bay windows, or a change in materials.

PTOS

Condominiums and Apartments may include common areas and/or limited common areas which are areas owned by the HOA. These areas (including, but not limited to, the setbacks, build-to lines, and spaces between buildings), shall be counted toward the PTOS requirements of this Community Plan so long as they are landscaped according to the approved landscape plans of the ARC for each individual plat.



EXAMPLES OF APARTMENT & CONDOMINIUM DESIGNS



NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.





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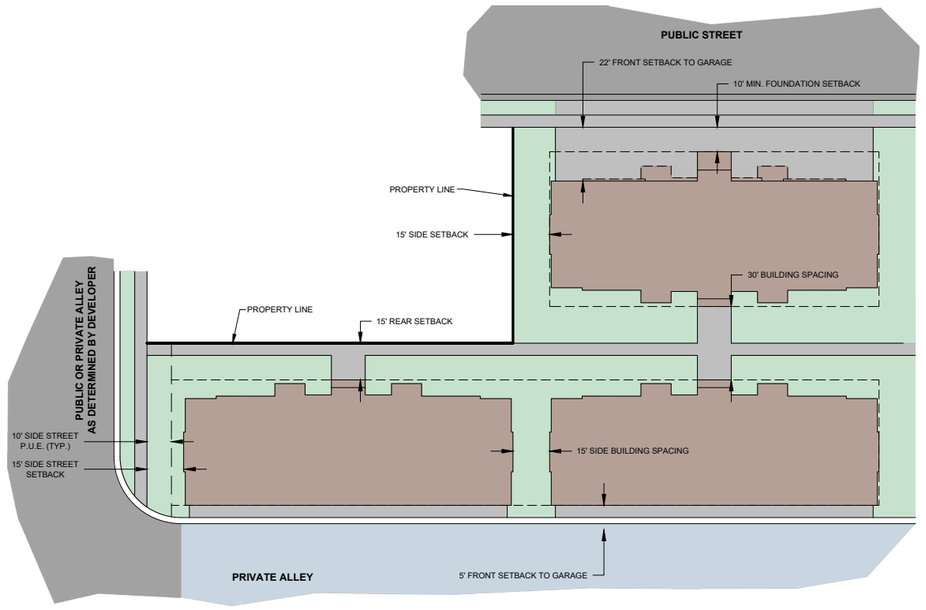
APARTMENT & CONDOMINIUM SETBACK EXHIBIT

Apartment & Condominium Building



EXAMPLES OF RESIDENTIAL HOUSING















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EXAMPLE ELEVATION STYLES FOR RESIDENTIAL HOMES

Typical Craftsman Design

The Craftsman style originated in Southern California and quickly became the dominant style for smaller homes built throughout the country in the early 1900s. Though bungalows are the most common form of the Craftsman elevation, interpretations can be found in various locations and are sometimes called *stick houses*. The following features identify a Craftsman-style home:

1. Lap siding, board and batten, and shake (shingle) exteriors
2. Low-pitched gable roofs (4/12 and 6/12 roof pitches are most common)
3. Exposed rafter tails under eaves
4. Decorative corbels, braces, and beams
5. Window grids and window trim
6. Heavy, thick fascia
7. Large front porch
8. Porch supports (columns/pillars) are typically rectangular or tapered (not round) with masonry bases
9. Large roof overhangs (typically 18 to 24 inches)
10. Single-hung and double casement windows



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Typical Farmhouse Design

The design of the American Farmhouse was initially influenced strictly by function and geography. The farmhouse was always unpretentious, straightforward, and functional. It was shaped by the needs of the farmers, the local climate, and the materials available. The original farmhouse represented simple shelter structures. Today, there is a growing interest in a simple, back-to-basics lifestyle. The new Farmhouse home design symbolizes that ideal. The following features identify a Farmhouse-style home:

1. Simple, single- or double-column porch supports
2. Simple, rectangular floor plan
3. Large, often wrap-around, porches
4. Window grids
5. Gable-style roofs (not hipped)
6. Large flat surfaces of board and batten on front elevation
7. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
8. Steeper roof pitches on all main roofs, often as steep as 10/12 to 12/12
9. Dormers (gabled and shed dormers are appropriate)
10. Taller, more narrow windows
11. White/light exteriors are common, and modern versions are black/dark or have mixed light/dark exterior color palettes
12. Dark windows are common
13. Use of copper or other metal on small roof elements



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Typical Scandinavian Design

Scandinavian architecture includes traditional styles from Sweden, Norway, and Denmark. Typical designs focus on merging the structure with the surrounding environment, as well as integration of wood and natural materials, natural light, clean lines, neutral colors, etc. The overarching theme of Scandinavian architecture is minimalistic and simplistic design. The following features identify a Scandinavian style home:

1. Pitched roofs, oftentimes with no overhangs
2. Porch roofs may be flat
3. Dark casement windows with no trim or screens
4. Use of large windows and skylights to bring natural light indoors
5. Simple lines with no adornments
6. Use of natural colors and materials such as wood
7. Black, red, or yellow are often used to accent natural wood elements
8. Incorporation of functionality and comfort



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Typical Prairie Design

The Prairie elevation is a recent style created by incorporating modern elements into the style of a traditional prairie home. This design emphasizes the simplicity and integrity that combines comfort, utility, and beauty, without imitating past styles. Prairie home plans have broad, gently sloping, shelter roofs with prominent, low chimneys. Balconies and terraces extend in several directions beyond the basic house, creating a protected outdoor space. The following features identify a Prairie-style home:

1. Roof pitches are typically 3/12-6/12
2. Low roof pitches above porches, dormers, and other features (typically 1/12 to 5/12)
3. Large modern-style windows (typically without grids)
4. Overhanging eaves ranging from 18 to 24 inches
5. Horizontal, clean lines in the detailing
6. Lap siding with brick or stone details elements
7. Open floor plans
8. Wide, rectangular columns or pillars
9. Prominent low chimneys
10. Large, tall windows
11. Modern, glass panels in front door and garage
12. Wide front door (42 inches wide or larger)



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Typical Utah Traditional Design

Utah Traditional architecture is very similar to domestic architecture elsewhere in the United States. This style is based on existing cultural traditions and/or current trends in architecture, rather than being original. It does, however, represent the early pioneer heritage and the eventual merging of Utah with mainstream American society. The result provides a continuity from community to community. The following features identify a Utah Traditional style home:

1. Roof pitches of 6/12 and greater
2. A mix of hip and gable roof structures
3. Bay or boxed windows with shutters
4. Masonry (brick or stone)
5. Body materials such as lap siding, shingles, and board and batten
6. Gable returns
7. Arched windows, front entrances, and garage trim
8. Use of copper or other metals on small roof elements
9. Taller front door



NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

Typical Modern Design

Modern design favors strong horizontal and vertical elements, as well as geometric shapes, to create a sense of simplicity. The aim of modern design is to simplify the home, emphasize function, and remove any unnecessary frills. In place of extra adornments, clean, simple lines and shapes create interest. The following features are common in a Modern-style home:

1. Expansive roofs with pitches that are often flat with no pitch or dramatically angled
2. Minimalist design with straight, clean, lines and sharp edges
3. Low, horizontal massing with flat roofs and long-span steel trusses
4. Generous use of glass and natural light
5. Masonry (brick or stone) combined with concrete tiles or siding, stained wood cladding, and steel
6. Emphasis of rectangular forms and horizontal and vertical lines
7. Emphasis on open, flowing interior spaces
8. Wide front door



NOTE: Images shown are only intended to represent design elements and/or materials that may be utilized and do not necessarily depict the specific products that will be used in Firefly.

SALES SIGNS

ON-PREMISE AND OFF-PREMISE TEMPORARY COMMUNITY SIGNS

Temporary community signs may be installed as needed to direct traffic to builder model home(s) and/or sales trailers during the selling process. These temporary community signs are permitted within Firefly as well as off site.

Temporary community signs may be installed along collectors, parkways, and minor/major arterials prior to and during active development or any form of development activity. The design and message may vary, but the purpose is to provide direction to and information about Firefly. Temporary community sign faces shall not exceed 200 square feet and height of sign shall not exceed 20 feet from grade. Temporary community signs shall be at least 200 feet from any other temporary sign. The ARC must approve the design prior to submitting a Development Application as appropriate.

BUILDER SIGNS FOR MODEL HOMES, SALES TRAILERS & LOTS

A model home is considered a sales facility until it is sold. Temporary signs used on builder property, as well as areas in front of a model home, spec home, or sales trailer are builder-provided signs, and are not required to be community branded. They identify who the builder is and what the builder is offering in Firefly. Builder signs may also advertise builder contact info, as well as the name of the model home, floor plan, and features found in the model home. Model signs must be approved by the ARC, and/or HOA if applicable, and are required to adhere to the following community standards:

1. Model and spec homes may not be permitted to advertise properties or units located in another subdivision or property located outside Firefly.
2. Each model home lot may include a 32 square feet sign, an 18 square feet sign, and up to three smaller informational signs that are 10 square feet or less.
3. Model and spec home signs must be removed within 30 days of when the last home is sold in Firefly or when the model home is sold.
4. Model and spec home signage must be approved by the ARC prior to Development Application.
5. Model and spec home and signage must comply with City's Vested Laws in every aspect not specifically identified herein.
6. Builders may install temporary builder signs anywhere in Firefly in compliance with the requirements of this section.
7. Builder may install a sign that is no larger than 10 square feet on each lot.

05 COMMERCIAL DEVELOPMENT STANDARDS

COMMERCIAL STANDARDS

Specific commercial uses are listed in the Permitted and Conditional Use table on pages 5-04 to 5-11. Commercial standards for IPA, CPA, and NPA areas are as follows:

BUSINESS PARK / INDUSTRIAL PLANNING AREA (IPA)

The IPA has been established to create an attractive development that provides opportunities for employment and tax base for Eagle Mountain City. This Area is characterized by flat, open land particularly suited for business park and industrial uses. Representative of the uses within this area are business park; technology-oriented business; manufacturing; fabrication and processing; storage warehousing; wholesale distribution; fulfillment centers; service provider offices, yards, and retail space; and flex space. Area subdivisions and dwellings on small lots, along with other uses which tend to thwart or prevent the use of the land for its primary purposes, have been excluded from this area. The following exceptions to City's Vested Laws shall apply in the IPA.

Exceptions to City's Vested Laws

Lot Area: No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

Lot Width: No minimum lot width.

NEIGHBORHOOD COMMERCIAL WITHIN NPA AREAS

Neighborhood Commercial is permitted as set forth in the uses table on pages 5-04 to 5-11. Vertical and horizontal forms of mixed uses are also permitted so long as the neighborhood commercial components of the proposed development are permitted in the uses table for the NPA. The following exceptions to City's Vested Laws shall apply in the NPA.



Exceptions to City's Vested Laws

Lot Area: No minimum lot area, except that an area sufficient to accommodate setback, off-street parking, loading and unloading, and vehicular access shall be provided and maintained, and no building to be built over underground utility easements.

Lot Width: No minimum lot width.

Building Height: Maximum height of 55 feet.

Building Size: No minimum or maximum requirement.

Building Materials: Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

COMMERCIAL PLANNING AREAS (CPA)

The areas covered by CPAs are intended to be central retail, service, professional office, high-density apartments, and vertical or horizontal mixed-use centers. For this reason, the areas have been located in high traffic parts of the project where the street pattern makes the uses readily accessible to all parts of the community and the surrounding region. The areas are intended to provide for a variety of community activities. The CPAs are characterized by clean, well lit streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well maintained shops, stores, offices, theater, and cultural buildings, as well as high-density multi-family residential dwellings, are also characteristic of these areas. Representative of the uses in these areas are special retail, lodging, apartment housing, professional offices, theaters, restaurants, and a wide variety of retail outlets. The following exceptions to City's Vested Laws shall apply in the CPA.

Exceptions to City's Vested Laws

Lot Area: There shall be no minimum lot area requirements for commercial lots used for a commercial use permitted in the area. For buildings arranged, intended, or designed exclusively for residential use, the minimum lot area requirements shall be the same as for dwellings, except that no lot area requirements shall apply when the dwellings are mixed use (located above the ground floor and said ground floor is devoted exclusively to a commercial use permitted in the area).

Lot Width: There shall be no minimum lot width requirements for commercial lots used for a commercial use permitted in the area.

Building Height: The maximum height of any building with a commercial use shall be 75 feet except buildings arranged, intended, or designed exclusively for residential use, the maximum height requirement shall be the same as for multi-family dwellings.

Building Size: No requirements.

Building Materials: Commercial buildings may utilize an appropriate mix of materials including brick, rock, metal, fiber/cement siding, wood, glass, stucco, and CMU.

EXAMPLES OF BUSINESS PARKS, INDUSTRIAL & COMMERCIAL AREAS

















NOTE:
These photos are intended to represent PTOS design elements that may be utilized and do not necessarily depict the final PTOS products that will be used.

PERMITTED AND CONDITIONAL USES FOR CPA, IPA AND NPA AREAS

The following table lists the permitted (P) and conditional (C) uses for CPA, IPA, and NPA commercial areas located in Firefly. However, final approval of a use and final design, will come from the ARC. If a use is not listed but is similar in nature and impact to a use permitted within a certain area, the ARC may interpret the use as being permitted.

USE	CPA	IPA	NPA	DEFINITION
Accessory Dwelling Unit (ADU)			P	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.
Agricultural Sales and Service	P	P		Agricultural Sales And Service is an establishment primarily engaged in the sale or rental of farm tools and implements, feed and grain, tack, animal care products, anhydrous ammonia, farm supplies and the like, and including accessory food sales and machinery repair services. This definition shall also include greenhouses which are used for wholesale and/or retail purposes.
Animal Care Service			P	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.
Animals and Fowl			P	Animals and Fowl for recreation and family food production means large animals including horses, mules/donkeys, cattle, llamas, and ostriches and small animals including roping steers, goats, sheep, hogs, and pigs. Up to 1 large animal, 1 small animal, and 4 chickens allowed per 5,000 square feet (minimum lot size of 21,780 square feet).
Asphalt and Concrete Production		P		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	P		P	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.
Auction (Except Animals)	P			Auction is any sale where tangible goods, wares, or merchandise is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.
Auto Service, Major	P	P		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	P	P		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.

USE	CPA	IPA	NPA	DEFINITION
Automobile Gas Station	P	P	P	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	P	P		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 non-serviceable or junk vehicles or equipment.
Bank	P	P	P	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	P	P	C	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	P		P	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.
Car Wash	P	P	C	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.
Commercial Food Preparation	P	P		Commercial Food Preparation is a facility in which food is processed or otherwise prepared, primarily for off-site consumption and/or sales. Facilities may be shared among various food processors, producers, or preparers. Uses may include but are not limited to: commissary kitchen and catering.
Communication Facility	P	P		Communication Facility means a tower or structure used for transmitting a broadcast signal or for receiving a broadcast signal (or other signal) for retransmission.
Construction Sales and Service	P	P		Construction Sales and Service is an establishment engaged in retail or wholesale sale of materials and services used in construction of buildings or other structures, as well as outdoor storage of construction equipment or materials on lots other than construction sites. Typical uses include lumber yards, home improvement centers, lawn and garden supply stores, construction equipment sales and rental, air conditioning, electrical, plumbing, and heating supply stores, swimming pool sales, construction and trade contractors' offices and storage yards, and public utility corporation storage yards.
Convenience Store	P	P	P	Convenience Store is an establishment, not exceeding five thousand (5,000) square feet of gross floor area, serving a limited market area and engaged in the retail sale or rental, from the premises, of food, beverages and other frequently or recurrently needed items for household use, excluding gasoline sales.
Day Care Center, Adult	P	P	P	Day Care Center, Adult means a non-medical 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	P	P	P	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	P	P	P	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.



USE	CPA	IPA	NPA	DEFINITION
Day Care Establishment, Family, Child	P		P	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.
Electronic Sales and Repair	P	P		Electronic Sales and Repair means a retail establishment that deals in the sale and repair of electronics.
Flea Market (Indoor)	P	P		Flea Market (Indoor) is a building devoted to the indoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.
Flea Market (Outdoor)	P	P		Flea Market (Outdoor) is an outdoor area devoted to the periodic outdoor sales of new and used merchandise by independent vendors with individual stalls, tables, or other spaces.
Funeral Home	P		P	Funeral Home is an establishment engaged in preparation of funeral services. Uses may include the preparation of the deceased for burial, for the display of the deceased and/or for ceremonies or services related thereto. A funeral home may include facilities for embalming, but not for cremation. It may also include facilities for the storage of caskets, funeral supplies, and funeral vehicles. A funeral home may also be known as a funeral parlor or a mortuary.
Garden Center	P	P	C	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.
Government Service	P	P	P	Government Service is any building or facility used, owned, or operated by a government entity which provides services for the public, excluding utilities and recreational services. Typical uses include administrative offices of government agencies and utility billing offices.
Grain Elevator		P		Grain Elevator is a storage area or structure where grain products are temporarily stored for transfer to trucks, train cars, or other forms of transportation.
Heliport		P		Heliport is a landing area solely for the landing of helicopters. A heliport may include more than one helipad.
Hometel	P			Hometel is a building or buildings containing one-bedroom dwelling units which are primarily used for apartment style living, being rented on a monthly basis. However, the dwelling units may also be used as a motel being rented on a daily basis.
Hospital	P	P		Hospital is a facility that: A. Offers services more intensive than those required for room, board, personal services and general nursing care; B. Offers facilities and beds for use beyond twenty four (24) hours by individuals requiring diagnosis, treatment, or care for illness, injury, deformity, infirmity, abnormality, disease or pregnancy; or C. Regularly makes available at least clinical laboratory services, diagnostic X-ray services and treatment facilities for surgery or obstetrical care, or other definitive medical treatment of similar extent. Hospitals may include accessory uses, such as offices for medical and dental personnel, daycare facilities for employees, patients, or patient visitors, and central service facilities, such as pharmacies, medical laboratories, and other related uses.
Hotel or Motel	P	P		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.

USE	CPA	IPA	NPA	DEFINITION
Indoor Shooting Range	P	P		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.
Kennel	P	P		Kennel is an establishment having three (3) or more dogs of any age for the purpose of boarding, letting for hire, or training for profit.
Laboratory, Medical Related	P	P		Laboratory, Medical Related is an establishment that performs research and analysis of medical tests and biologic samples collected for the purpose of medical diagnosis. A medical related laboratory is not a bio-medical facility.
Liquor Store	P	P		Liquor Store is a State store, owned and operated by the State of Utah, as defined and regulated under Utah Code Annotated title 32B, or its successor, for the sale of alcoholic beverages for off premises consumption.
Manufactured Home or Dwelling			P	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		P		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	P	P		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.
Medical and Health Care Offices	P	P	P	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.
Mixed Use	P		P	Mixed Use means a type of development containing both residential dwelling units and other uses, such as commercial or office uses, on the same or adjacent portions of the project that share common features such as parking. Mixed Use includes both "vertical" (where the uses share part or all of the same building structure) and "horizontal" (where the uses are in different buildings but that share common features such as parking).
Modular Unit			P	Modular Unit is a structure built from sections manufactured in accordance with the construction standards adopted pursuant to Utah Code Annotated title 15A, and transported to a building site, the purpose of which is for human habitation, occupancy or use.
Moving and Storage Facilities and Businesses		P		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.

USE	CPA	IPA	NPA	DEFINITION
Multi-family Dwelling	P		P	Multi-family Dwelling means 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.
Museum	P		C	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.
Office Use	P	P	P	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.
Office/Warehouse	P	P		Office/Warehouse is a facility of single or multiple buildings or units where at least twenty-five percent (25%) of each building or unit is built as office space or showroom with the remainder of the building or unit built as storage or warehouse space. Such facility typically has garage bays to service the warehouse component.
Open-Air Businesses	P	P		Open-Air Businesses is any business which sells, primarily at retail, certain goods, products or merchandise which are displayed or otherwise merchandised outside an enclosed building, including but not limited to fresh fruits, fresh vegetables, flowers, landscape nurseries, home garden supplies and equipment, auto sales, parking lot sales, camper sales, recreational vehicles, arts, crafts, and playground equipment.
Outdoor Storage	P	P		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	P	P	P	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	P	P	P	Park, Neighborhood is a smaller park that provides for the immediate family and neighborhood recreational needs of a residential area.
Park, Regional	P	P	P	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 Lot	P	P	P	Parking Lot is an open area other than a street, alley, or driveway, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation or as an accommodation for clients or customers.
Pawnshop	P			Pawnshop is any person or establishment engaged in any of the following: A. Lending money on deposit of personal property. B. Dealing in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledgor or depositor. C. Lending or advancing of money on personal property by taking chattel mortgage security thereon and taking or receiving possession of such personal property. D. Selling unredeemed pledged personal property, together with such new merchandise, as will facilitate the sale of such property.

USE	CPA	IPA	NPA	DEFINITION
Pet Sales	P		C	Pet Sales is any establishment wherein dogs, cats, small household pets such as birds, fish, and reptiles, or other household pets of any age are kept or displayed for the purposes of retail sales. This definition does not include kennel; cattery; animals for sale by an animal breeder; or the sales of small household pets that may be associated with another allowed use. Pet sales does not include animal adoptions from a city or county animal shelter, animal control agency, or a non-profit animal welfare organization incorporated within the State of Utah for the purpose of preventing cruelty to animals, or by any properly authorized establishment used for the care and custody of seized, stray, homeless, quarantined, abandoned or unwanted dogs, cats or other small domestic animals.
Printing and Copying, Limited	P	P	P	Printing and Copying, Limited is a business establishment engaged in retail photocopying, reproduction, photo developing or blueprinting services.
Private and Public Schools	P		P	Private and Public Schools means accredited schools for residential and nonresidential classroom instruction with state-approved curriculum.
Recreation and Entertainment, Indoor	P		C/P*	Recreation and Entertainment, Indoor is an establishment providing recreation and entertainment that is wholly enclosed in a building. Typical uses include amusement rides, athletic and fitness facilities, bowling alleys, dance halls, indoor theaters, pool halls, racquetball and handball courts, and swimming pools.
Recreation and Entertainment, Outdoor	P			Recreation and Entertainment, Outdoor is an establishment providing recreation and entertainment which takes place in the open. Typical uses include archery ranges, batting cages, campgrounds, golf courses, golf driving ranges, drive-in theaters, miniature golf courses, rodeo grounds, tennis courts, and amusement rides.
Recreational Vehicle Storage Yard	P	P	P	Recreational Vehicle Storage Yard is a fenced area for storage of recreational vehicles.
Recycling Center, Indoor		P		Recycling Center, Indoor is a building in which recyclable material is collected, processed, and/or baled entirely within an enclosed building. Said facility may also be used to prepare and ship materials to others who will use those materials to manufacture new products. On site drop off containers shall be located a minimum of thirty (30) feet back from the right of way line and shall be screened to mitigate blowing debris.
Recycling Collection Station	P	P	P	Recycling Collection Station is one or more outdoor freestanding containers available to the general public occupying an area not greater than four hundred (400) square feet, exclusive of area required for vehicular access, and designed to receive and store recyclable materials.
Religious or Cultural Meeting Hall	P		P	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.
Research Service		P		Research Service is an establishment engaged in industrial, medical, or scientific inquiries.
Residential Dwelling Unit			P	Residential Dwelling Unit ("RDU") means a single unit intended to be occupied for a residential living purpose.
Residential Facility for Persons with a Disability	P		P	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.
Restaurant	P	P	C/P*	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.



USE	CPA	IPA	NPA	DEFINITION
Retail Goods Establishment	P	P	C/P*	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	P	P	C/P*	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.
Retail, General	P	P	C/P*	Retail, General is an establishment that rents or sells goods to the public but excluding uses specifically classified in another definition herein. Typical uses include apparel stores, antique shops, art and hobby supply stores, bicycle shops, bookstores, clothing rental stores, department stores, discount stores, drugstores, electronic appliance stores, florists, food stores, furniture and appliance stores, gift and novelty shops, glass and mirror shops, hardware stores, home improvement centers, jewelry stores, medical supply stores, music stores, optical retail sales, paint stores, pet supplies stores, photocopying and blueprinting shops, photography supply stores, record, tape and video stores, sporting goods stores, toy stores and variety stores.
Rock, Sand and Gravel Storage and Distribution (As Part of Development)	P	P	P	Rock, Sand and Gravel Storage and Distribution is the outdoor storage and sale of rock, sand and gravel in bulk quantities and the storage on site of necessary loading equipment, facilities and vehicles.
Short Term Rental	P		P	Short Term Rental is a lease or rental of a dwelling unit, or any portion thereof located within agricultural or residential zones for lodging or accommodation purposes for a period of less than thirty (30) consecutive days.
Sign, Painting, Fabrication	P	P		Sign, Painting, Fabrication is a facility and/or service that specializes in the fabrication of all types of interior and exterior signage and offers services including painting, printing, sandblasting, routing, engraving and/or sign installation.
Stables	P		P	Stables means a building in which horses are sheltered, which may be accessory to a resident or other use or a freestanding principal use.
Store, Warehouse Club	P			Store, Warehouse Club is a retail business requiring patron membership, and selling packaged and bulk foods and general merchandise. They are characterized by high volume and a restricted line of popular merchandise in a no frills environment. They have centralized exit checkout stations, and utilize shopping carts for customers. These stores typically range from one hundred twenty thousand (120,000) to one hundred fifty thousand (150,000) square feet in size.
Tattoo and Body Engraving Service	P			Tattoo and Body Engraving Service is a personal service establishment furnishing tattoos and body piercing on the premises. This definition excludes permanent cosmetics when done in association with a permitted personal care service, such as a beauty shop or nail salon.
Trade/Vocational School	P	P		Trade/Vocational School is an establishment, for profit or not, conducting a course of instruction, training, or retraining to prepare individuals to follow an occupation or trade offering regularly scheduled instruction in technical, commercial or trade skills, such as, but not limited to, business, real estate, building and construction trades, electronics, computer programming and technology, automotive and aircraft mechanics and technology, and similar types of instruction.
Travel Center	P	P		Travel Center means a place for the transient stopping, parking, and fueling of commercial trucks. Travel Centers may also include facilities for eating, sleeping and recreation of the truck drivers, convenience stores; and may also serve the general public and their vehicles.
Truck Freight Terminal		P		Truck Freight Terminal is a premises used by a motor freight company as a carrier of goods, which is the origin or destination point of goods being transported, for the purpose of storing, transferring, loading, and unloading goods.

USE	CPA	IPA	NPA	DEFINITION
Utility, Major		P		Utility, Major is a facility of any entity which provides the general public with electricity, natural gas, sewage collection, telecommunication, water, or other similar service. This term excludes wireless telecommunication facilities, storage buildings or yards, gas or oil processing, and manufacturing facilities. Typical uses include electric generation plants, water storage reservoirs, and water and wastewater treatment plants.
Warehouse		P		Warehouse is a structure, or part thereof, or area used principally for the storage of goods and merchandise.
Warehouse, Self Service Storage	P	P		Warehouse, Self-Service Storage is an enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for storage of their household goods or personal property.
Welding Shop		P		Welding Shop is a business in which metal is joined, united, repaired, produced, or created by heating and allowing the parts to flow together, or by hammering or compressing with or without previous heating.
Wholesale, Distribution		P		Wholesale Distribution is a business that maintains an inventory of materials, supplies and goods related to one or more industries and sells bulk quantities of materials, supplies and goods from its inventory to companies within the industry. A wholesale distributor is not a retail goods establishment.
Woodworking Mill		P		Woodworking Mill is a facility where timber is processed to produce wood products.

* Permitted in NPA 12

CONTINUING USE RESTRICTION

Once a final plat for a residential use is recorded there will be a plat note providing that the residential use cannot be modified except by a plat amendment.

COMMERCIAL/BUSINESS PARK SIGNS

All signs within the Firefly boundaries are considered on-premise signs. Monument sign design will be detailed at Development Application. Pylon, pedestal, and wall signs consisting of letters and cabinets indicating the business, commodities, service, industry, or other activity sold, offered, or conducted on the premises are permitted in NPA, IPA, and CPA areas in accordance with the following criteria:

MONUMENT SIGNS IN COMMERCIAL AREAS

Commercial developments with multiple businesses shall be permitted to construct monument signs. The ARC must approve the design and locations prior to submitting a Development Application, as appropriate.

PYLON & PEDESTAL SIGNS

1. One detached on-premise sign is permitted for each developed parcel not exceeding one-and-a--half square feet of sign area for each linear foot of street frontage.
2. No sign face may exceed a total sign area of 200 square feet per side with a maximum of two sides. Electronic message centers may be incorporated into the sign, but are only allowed along arterial and major collectors.
3. If a developed parcel has in excess of 200 linear feet of street frontage, additional signs may be allowed, provided the distance between detached signs on each parcel is not less than 200 feet as measured in a straight line.
4. The maximum sign height is 35 feet above pavement grade or ground level. On properties adjacent to freeways, where the sign is freeway oriented, maximum sign height may be determined from highway grade.
5. The minimum sign clearance from grade to the bottom of the sign is eight feet.
6. Minimum sign setback from all property lines is two feet.
7. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

WALL SIGNS

1. A single-story building or unit is permitted one primary wall sign. A multiple story building is permitted to have multiple primary wall signs. Additionally, one wall sign is allowed per tenant space.
2. Primary wall signs shall not exceed ten percent (10%) of the facade on which the sign is mounted, or 96 square feet, whichever is less.
3. Each primary wall sign for single-story buildings shall maintain a minimum height of 8 feet of clearance between the top of the nearest sidewalk or curb and the bottom of the sign; each primary wall sign for multiple-story buildings shall be no lower than the bottom of the top floor of the building.
4. Signs must be integrated into the development with a common theme or integrated architecturally with the buildings and must be approved by the ARC.

06 TRANSPORTATION

ROADWAY FACILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide transportation service to the area. These guidelines and requirements set forth herein are based upon the current property and do not account for any additional property that may be added to Firefly. It is intended that this document be the basis for planning infrastructure. The information included will be a guide for development of the roadway facilities in serving both current and future needs. The document will focus primarily on infrastructure located within Firefly.

The specific objectives of the document include:

1. Identifying existing transportation corridors and roads within Firefly to be built by Master Developer
2. Identifying typical standards for the design of the roadway and pavement sections
3. Providing direction for the planning of future facilities throughout Firefly

Existing Transportation Corridors & Improvements

To develop the Tyson Food site, Master Developer was required to construct the following roadways within the boundary of City:

Firefly Boulevard – Firefly Blvd has been identified as the major arterial corridor transecting Firefly. From SR-73 east to Tiffany Lane, the right-of-way has been classified as 152 feet with five lanes. Construction to date has included improvements of SR-73 and a 2-lane roadway to Tyson Parkway. UDOT approved the intersection with SR-73. Pavement section determination was provided by a Geotechnical Engineer and approved by the City Engineer. The remainder of the 2-lane roadway, from Tyson Parkway to Tiffany Lane, was completed in December 2020.

4000 North – 4000 North has been identified as a major collector corridor from SR-73 to Eagle Mountain Boulevard. The road has long been a County maintained gravel road. UDOT has approved improvements of 4000 North at SR-73. The right-of-way has been classified as 94 feet with three lanes through the boundaries of the City. Curb, gutter, and trail were constructed along Tyson Food's frontage. Pavement within City extends 600 feet to the east of Tyson Parkway. The remainder of the western portion of the roadway is within Cedar Fort. City shall not require Master Developer to design or construct any portion of 4000 North that is not within Firefly.

Tyson Parkway – Tyson Parkway has been identified as a minor collector corridor from 4000 North to Firefly Blvd. The right-of-way has been classified as 77 feet. As an industrial land use corridor, the road section was approved to be modified. The section includes only a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.



Level of Service & General Design Requirements

Master Developer shall supply the following level of service requirements:

1. Design and construct all streets within Firefly to a minimum level of service "D."
2. Utilize the Street Sections contained herein that provide standards for each road way classification.
3. Obtain a Geotechnical Report as needed for the design of pavement sections when asphalt depths are greater than 3 inches.

These service and design requirements are based upon projected land uses and number of residential units within Firefly. Master Developer has certain discretion to adjust the final number of units, location of units, and types of units as well as layout of approved land uses within Firefly. Those final details may be different than the current projections upon which the existing Firefly road layout is based. Accordingly, Master Developer may, in its discretion, install any of the approved Street Sections within Firefly so long as the proposed Street Section supplies a level of service equal to or greater than "D" when taking into account the effects of the development proposed in a "Development Application." Additionally, narrowed intersections and roundabouts may be used to safely control vehicular traffic, pedestrians, and bicyclists.

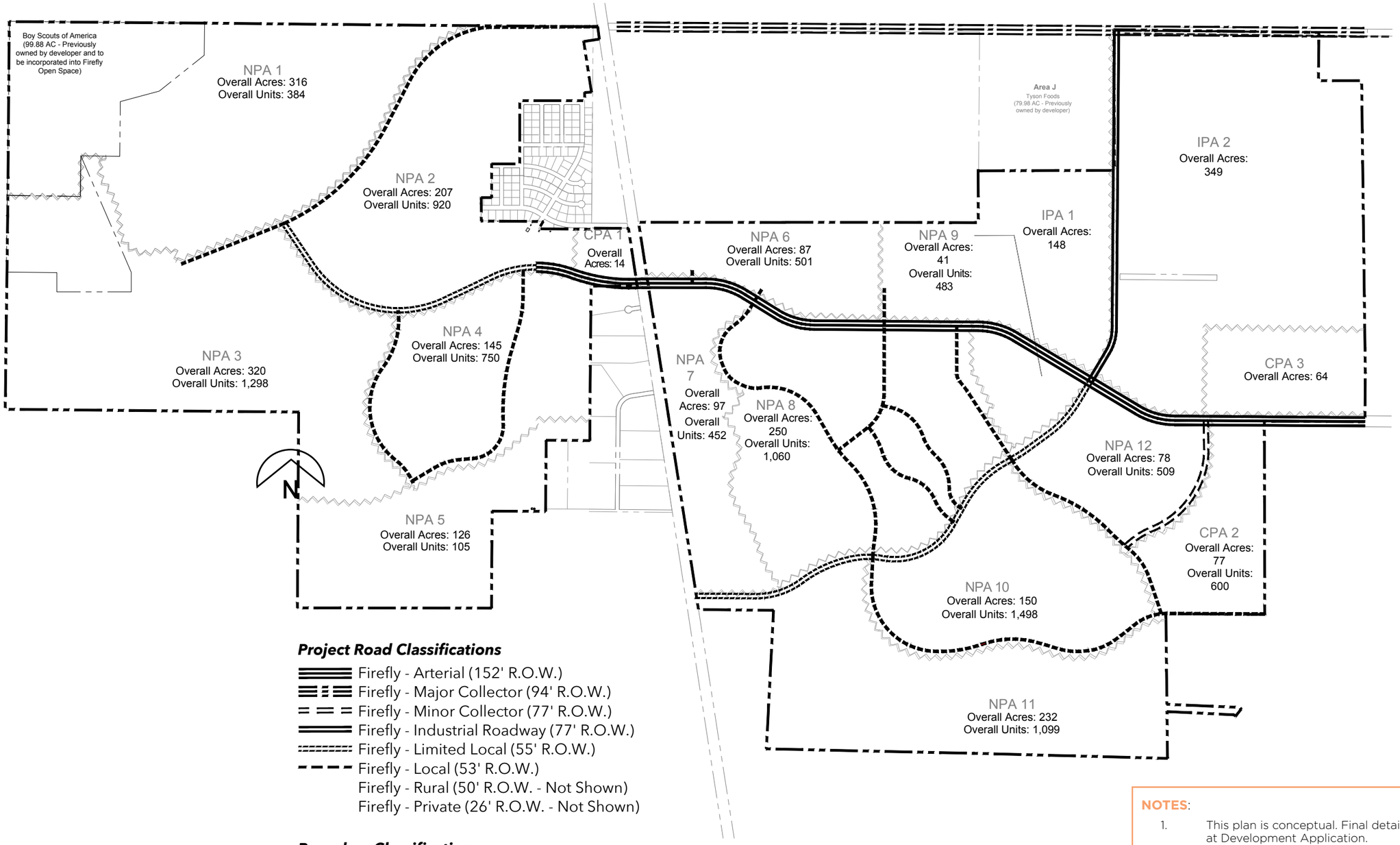
Future City Transportation Corridors

Utilizing the updated Land Use Master Plan, future key corridors have been identified for appropriate traffic flow within Firefly. Multiple points of ingress and egress have been planned throughout the overall development. A third connection to SR-73 is planned on the southern border of Firefly. As more development occurs, the existing roads may be widened and improved to maintain the required level of service "D."

Industrial Zone Area Road Standards

Within the Industrial Zone areas, the 55' and 77' industrial Street Sections will be used which include a trail on one side of the road with additional asphalt width for large truck traffic and turning lanes into properties as needed.

ROADWAY EXHIBIT



Project Road Classifications

- Firefly - Arterial (152' R.O.W.)
- Firefly - Major Collector (94' R.O.W.)
- Firefly - Minor Collector (77' R.O.W.)
- Firefly - Industrial Roadway (77' R.O.W.)
- Firefly - Limited Local (55' R.O.W.)
- Firefly - Local (53' R.O.W.)
- Firefly - Rural (50' R.O.W. - Not Shown)
- Firefly - Private (26' R.O.W. - Not Shown)

Boundary Classifications

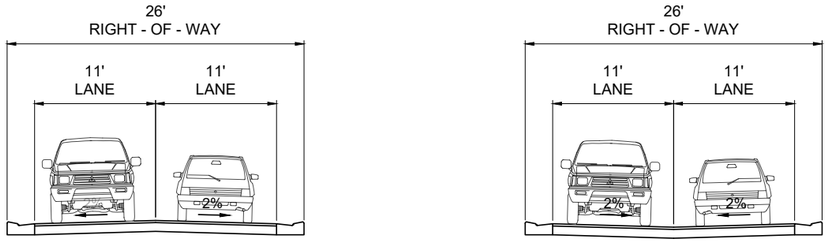
- Planning Area Boundary
- Property Boundary

NOTES:

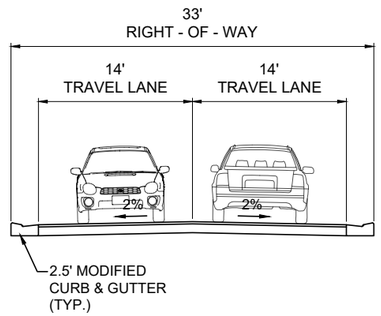
1. This plan is conceptual. Final details will be determined at Development Application.
2. All areas serviced by private roads shall have a separate pedestrian pathway plan included with the Development Application.
3. Neighborhood/district acreages are approximate.

STREET SECTIONS

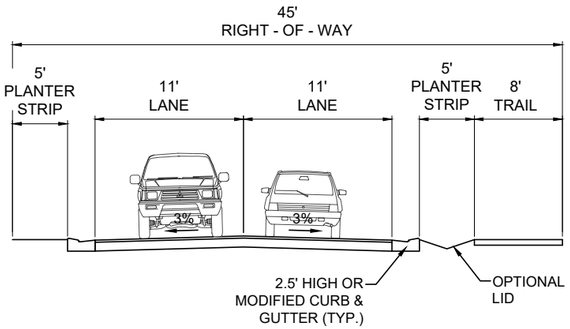
NOTE: Public/private determined by Master Developer.



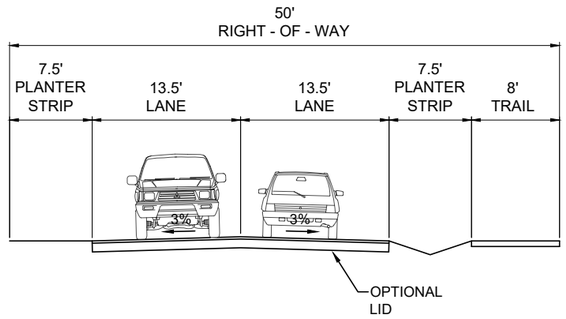
1 | 26' PRIVATE ALLEY SECTIONS



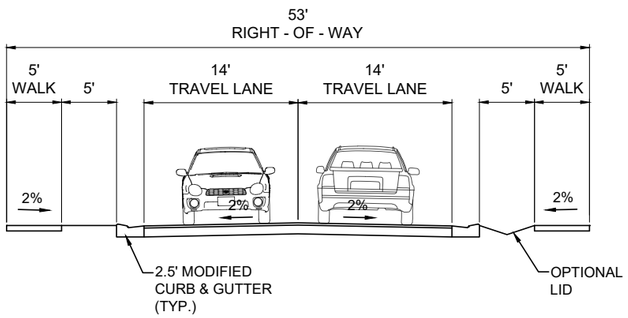
2 | 33' SUB-LOCAL SECTION



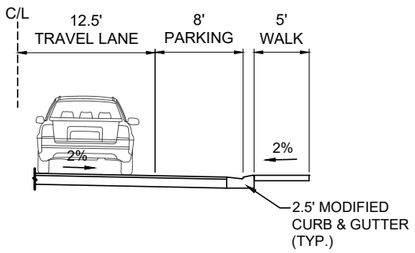
3 | 45' RURAL SECTION



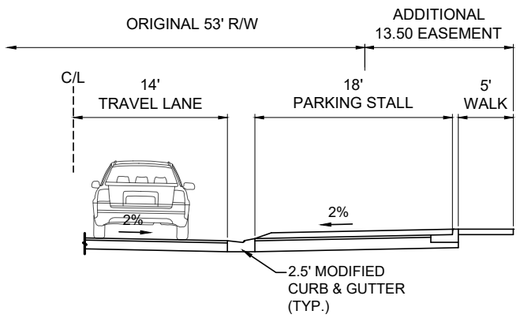
3A | 50' RURAL SECTION



4 | 53' LOCAL SECTION



OPTIONAL PARALLEL PARKING
ONE SIDE ONLY



OPTIONAL PERPENDICULAR PARKING

LEI
- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

POLE CANYON
EAGLE MOUNTAIN, UTAH

STREET SECTIONS

REVISIONS
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5 -

LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 11/07/2022
SHEET 1

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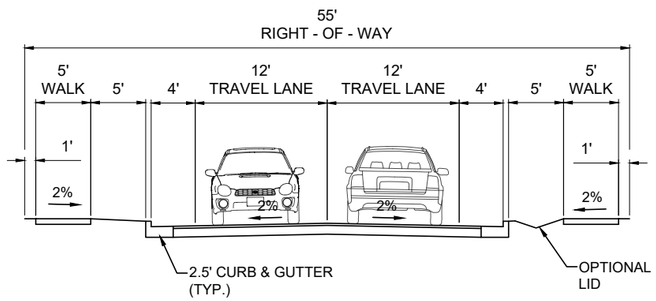
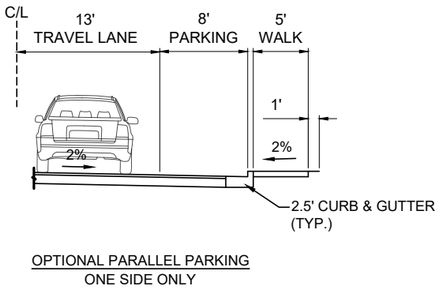
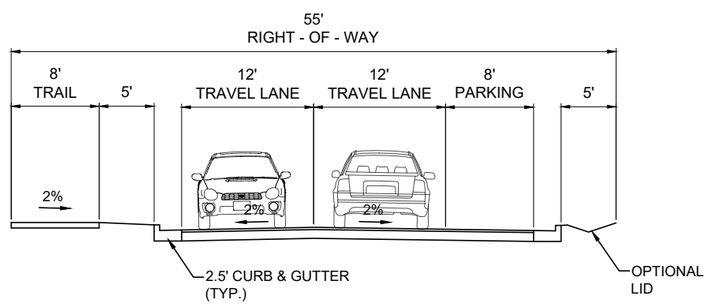
NOTE: Public/private determined by Master Developer.



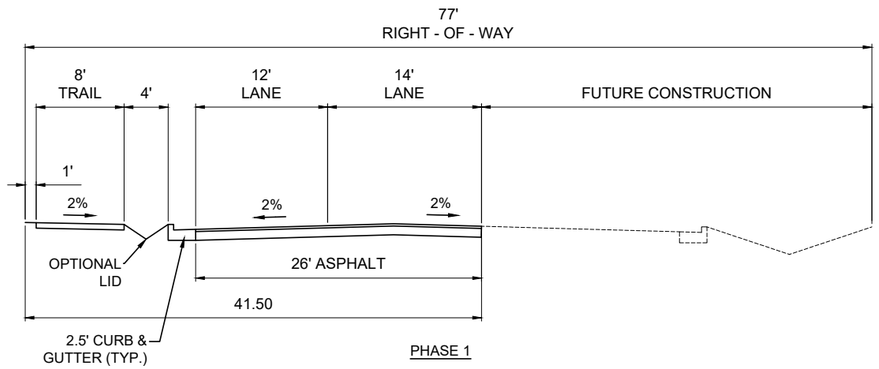
5 **55' LIMITED LOCAL SECTION**



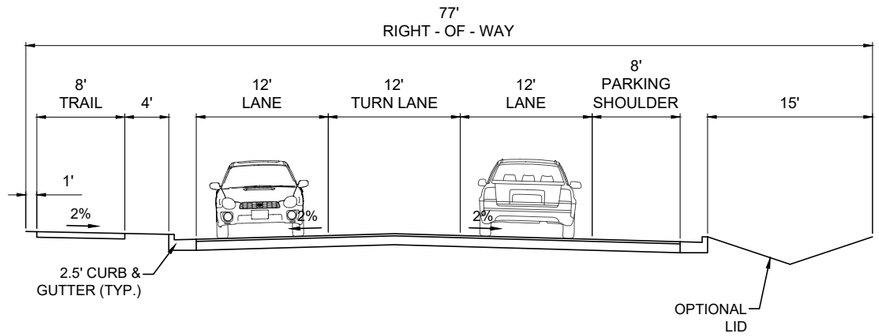
OPTIONAL PARALLEL PARKING
ONE SIDE ONLY



6 **55' INDUSTRIAL SECTION**

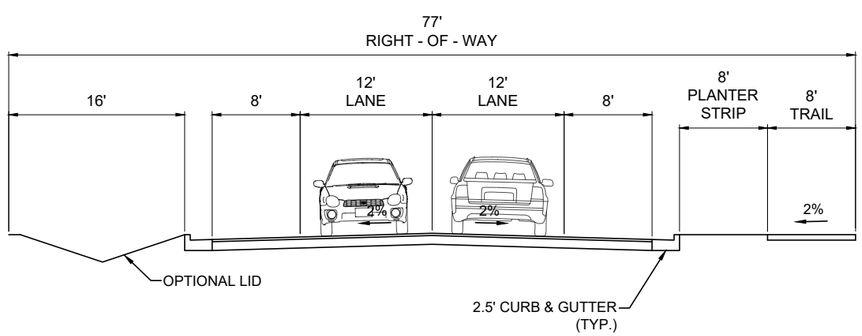


PHASE 1



FULL BUILD OUT

7 **77' INDUSTRIAL SECTIONS**



8 **77' MINOR COLLECTOR SECTION**

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LEI PROJECT #: 2021-0080
DRAWN BY: TJP
DESIGNED BY: GDM
SCALE: N.T.S.
DATE: 11/07/2022
SHEET 2

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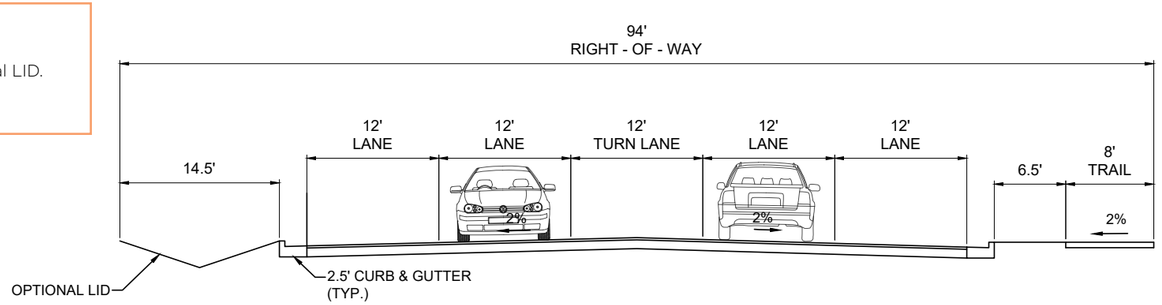
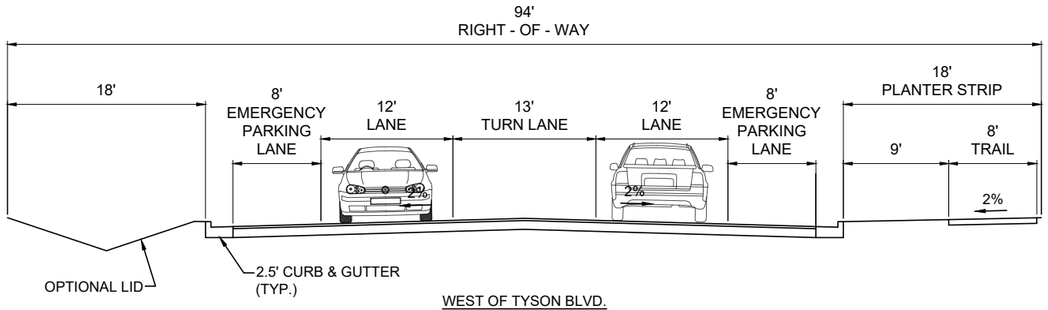
NOTE:

1. Trees, as required, are allowed within the optional LID.
2. Public/private determined by Master Developer.

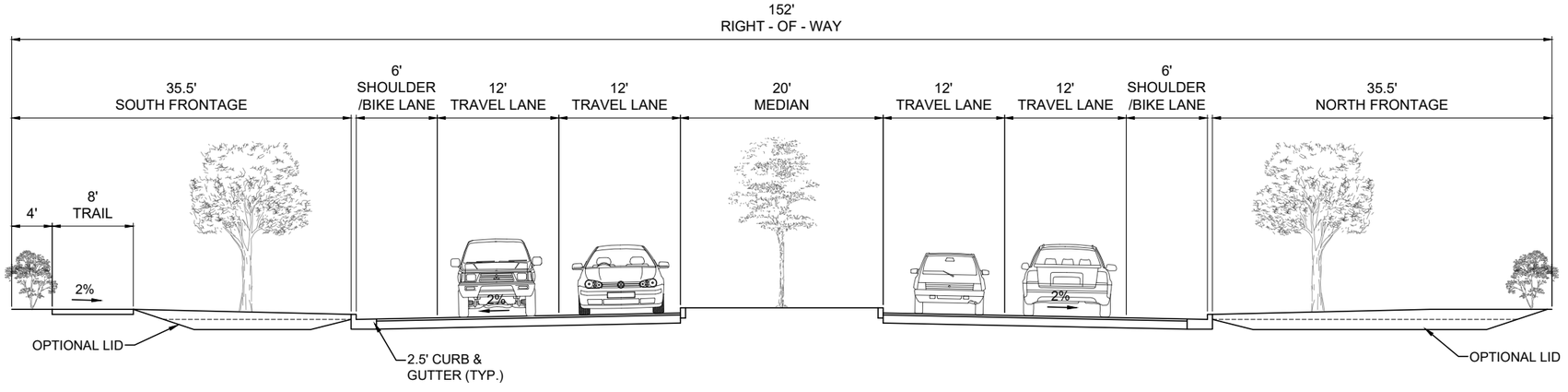


EAST OF TYSON BLVD.



WEST OF TYSON BLVD.

9 | 94' MAJOR COLLECTOR SECTIONS



10 | 152' ARTERIAL SECTION

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SHEET
3

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WHEN RECORDED, RETURN TO:

Oquirrh Wood Ranch, LLC
14034 South 145 East, Suite 204
Draper, UT 84020

VERSION REVIEWED WITH CITY ON 12/8/22

Redlined after City meeting

12/9/22

INTERNAL

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

FOR

THE FIREFLY MASTER PLANNED COMMUNITY

_____ _____, 2023

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AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
FOR
THE FIREFLY MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT is made and entered as of the _____ day of _____, 2023, by and between Eagle Mountain City, a political subdivision of the State of Utah; Oquirrh Wood Ranch, LLC, a Utah limited liability company; White Hills Water Company, a Utah corporation; GSFJV, LLC, a Utah limited liability company; Grant Smith Farms, LLC, a Utah limited liability company; and PC Industrial, LLC, a Utah limited liability company.

RECITALS

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Owners own or control the Property.

C. Master Developer is under a contract with Owners to develop the Property.

D. The City and the Related Parties entered into the Prior Agreement governing the annexation and development of the Property.

E. Certain portions of the Property included in the Prior Agreement have been developed and sold to individual lot owners or bulk buyers of lots or prior subdivisions.

F. Other aspects of the Prior Agreement have been either performed, modified, or rendered irrelevant based on the occurrence of various actions and events.

G. Owners, Master Developer, and the City desire that Property be developed in a unified and consistent fashion pursuant to the Community Plan that is adopted and incorporated into this ARMDA.

H. Development of the Property will include the Intended Uses as defined in this ARMDA.

I. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer, and the general public.

J. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.

K. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

L. Development of the Property pursuant to this ARMDA will also result in significant benefits to Owners and Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this ARMDA.

M. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

N. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

O. The parties understand and intend that this ARMDA is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code Ann. §§ 10-9a-102 and 532 (2022).

P. The Zoning of the Property as the "Firefly Master Planned District" was authorized by the adoption of Ordinance # _____ on ___ ____, 2023.

Q. This ARMDA and all of its associated "legislative", "broad, competing policy-considerations" and "generally applicable" decisions regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59 were considered by the Planning Commission on _____, ____, 2023 pursuant to Utah Code Ann. § Section 10-9a-532(2)(iii) (2022), in making a recommendation to the City Council.

R. The City believes that this ARMDA and the Zoning of the Property constitute the completion of the "legislative", "broad, competing policy-considerations" and "generally applicable" decisions by the City Council regarding the development of the Project as those terms are discussed in *Baker v Carlson*, 2018 UT 59.

S. The City intends that the implementation of those "legislative", "broad, competing policy-considerations" and "generally applicable" decisions through the provisions and processes of this ARMDA relating to "fixed criteria" are "administrative" in nature.

T. This City's entry into this ARMDA is authorized by the adoption of Ordinance # _____ on _____ ____, 2023.

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

TERMS

1. **Incorporation of Recitals and Exhibits/ Definitions.**

1.1. **Incorporation.** The foregoing Recitals and Exhibits A–K are hereby incorporated into this ARMDA.

1.2. **Definitions.** As used in this ARMDA, the words and phrases specified below shall have the following meanings:

1.2.1. ***Administrative Modifications*** means those modifications to this ARMDA that can be approved by the Administrator pursuant to Section 22.

1.2.2. ***Administrator*** means the person designated by the City as the Administrator of this ARMDA.

1.2.3. ***Applicant*** means a person or entity submitting a Development Application.

1.2.4. ***ARC*** means the Architectural Review Committee created by the HOA.

1.2.5. ***ARMDA*** means this Amended and Restated Master Development Agreement including all of its Exhibits.

1.2.6. ***Buildout*** means the completion of all of the development on all of the Project in accordance with the approved plans.

1.2.7. ***City*** means the City of Eagle Mountain, a political subdivision of the State of Utah.

1.2.8. ***City Consultants*** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.9. ***City's Future Laws*** means the ordinances, policies, standards, procedures, and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.

1.2.10. ***City's Vested Laws*** means the ordinances, policies, standards, and procedures of the City in effect as of the date of the execution of this ARMDA a digital copy of which is attached as Exhibit "D".

1.2.11. ***Commercial Site*** means a portion of the Project being developed for commercial, mixed use, retail, office, industrial (including Data Centers) or any other use that is not exclusively residential.

1.2.12. ***Commercial Site Plan*** means a Development Application for developing a Commercial Site that does not require a Subdivision.

1.2.13. ***Community Plan*** means the plan for the layout, look, and feel of the Project, a copy of which is attached as Exhibit "C".

1.2.14. ***Council*** means the elected City Council of the City.

1.2.15. ***Central Utah Water Project ("CWP")*** means the Central Utah Water Project.

1.2.16. ***CPAs 2 and 3*** means Commercial Planning Areas No's. 2 and 3 as identified in the Community Plan and as specifically address in Section 4.12.

1.2.17. ***Data Center*** means an electronic data management business consisting of centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week.

1.2.18. ***Data Center Overlay Zone*** means the zoning and project requirements and standards for Data Centers set forth on Exhibit "L" attached hereto.

1.2.19. ***Default*** means a material breach of this ARMDA.

1.2.20. ***Denial/Denied*** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.21. ***Development*** means the development of any improvement, whether public or private, on the Project pursuant to an approved Development Application, including, but not limited to, any Public Infrastructure, Private Improvement, Subdivision, Commercial Site or any of the Intended Uses.

1.2.22. ***Development Application*** means an application to the City for development of a portion of the Project including a Subdivision, Commercial Site Plan or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.23. ***Development Report*** means a report containing the information specified in Section 4.8 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.24. ***Dispute*** means and disagreement between the Parties regarding the administration or implementation of the ARMDA, including but not limited to Denial or a Default.

1.2.25. ***Dispute Resolution Process*** means the processes for resolving any Dispute as specified in Section 20.

1.2.26. ***Final Plat*** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2022), or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.27. ***Homeowner Association(s) (or "HOA(s)")*** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.28. ***Individually Platted Dwelling Unit*** means a Residential Dwelling Unit whose boundaries are drawn on a subdivision or condominium plat, such as a detached single family dwelling unit, town home or condominium, but not including an apartment dwelling unit.

1.2.29. ***Intended Uses*** means those uses allowed to be developed on the Property pursuant to the Community Plan and the Zoning.

1.2.30. ***Local District*** means that existing Pole Canyon Local District.

1.2.31. ***LUDMA*** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2022).

1.2.32. ***Master Developer*** means Oquirrh Wood Ranch, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this ARMDA.

1.2.33. ***Master Plan*** means the general layout of the types and areas of development of the Project as illustrated on Exhibit "B".

1.2.34. ***Maximum Residential Dwelling Units ("Maximum RDUs")*** means the development on the Property of nine thousand six hundred fifty-nine (9,659) Residential Dwelling Units.

1.2.35. ***Mixed Use*** means a type of Development containing both Residential Dwelling Units and other uses, such as commercial or office uses, on the same or adjacent portions of the Project that share common features such as parking. Mixed Use includes both "vertical" (where the uses share part or all of the same building structure) and "horizontal" (where the uses are indifferent buildings but that share common features such as parking).

1.2.36. ***Notice*** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

1.2.37. ***Open Space*** means that definition as found in the City's Vested Laws as may be modified in the Community Plan.

1.2.38. ***Owners*** mean Oquirrh Wood Ranch, LLC; White Hills Water Company; GSFJV, LLC; Grant Smith Farms, LLC; and PC Industrial, LLC; which own portions of the Property.

1.2.39. ***Owners' Representative*** shall mean Nate Shipp.

1.2.40. ***Outsourc[e][ing]*** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this ARMDA. Outsourcing shall be at the sole discretion of the City.

1.2.41. ***Outsourced Work*** means any work performed pursuant to Outsourcing.

1.2.42. ***Parcel*** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper that is not an individually developable lot and that has not been created as a Subdivision as specified in Section 4.6.

1.2.43. ***Parks, Trails, and Open Space Plan*** means the plan for developing the parks, trails, and open space in the Project as specified in the Community Plan.

1.2.44. ***Parties*** means all or the relevant group of Owners, Master Developer, and the City.

1.2.45. ***Party*** means either Owners, Master Developer, or the City individually (or in the case of Owners, all of Owners collectively).

1.2.46. ***Phase*** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.47. ***Phase 1*** means that Phase of the Project described in Exhibit "I".

1.2.48. ***Prior Agreement*** means the "Pole Canyon Annexation and Master Development Agreement entered into on January 19, 2010, as amended by the First Amendment on July 1, 2014, and by the Second Amendment on April 19, 2016, and by the Third Amendment on August 7, 2018.

1.2.49. ***Private Improvements*** means those elements of infrastructure needed for the completion of a Development which are not planned to be dedicated to the City.

1.2.50. ***Project*** means the total development to be constructed on the Property pursuant to this ARMDA with the associated public and private facilities, Intended Uses, Maximum RDUs, Phases and all of the other aspects approved as part of this ARMDA.

1.2.51. ***Property*** means that approximately 2,567.86 acres of real property owned or controlled by Master Developer more fully described in Exhibit "A".

1.2.52. ***Public Infrastructure*** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application including, but not limited to, the roads, overall grading plan and backbone utilities.

1.2.53. ***Residential Dwelling Unit ("RDU")*** means a single unit intended to be occupied for residential living purpose.

1.2.54. ***School Site*** means a 10-acre site as discussed in Section 13.

1.2.55. ***Subdeveloper*** means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.56. ***Subdivision*** means the division of any portion of the Project into developable lots pursuant to LUDMA.

1.2.57. ***Subdivision Application*** means the application to create a Subdivision.

1.2.58. ***System Improvements*** means those components of the Public Infrastructure that are defined as such under the Utah Impact Fees Act.

1.2.59. ***Technical Guidelines*** means a detailed listing of those engineering and other technical requirements for the development of the Public Infrastructure and

the Private Improvements that may be different from those otherwise applicable under the City's Vested Laws as specified in Exhibit "K".

1.2.60. ***TIF*** means a tax increment financing refund payable to Master Developer as specified in Section 9.8.

1.2.61. ***Water Purchase Agreement*** means that agreement entered into between the City and Oquirrh Wood Ranch relating to the purchase by Oquirrh Woods from the City of 4,000-acre feet of water that the City has under contract with the CWP.

1.2.62. ***Zoning*** means the "Firefly Master Planned District" which is implemented by this ARMDA.

2. **Effect of ARMDA**. Except as specified herein, this ARMDA shall be the sole agreement between the parties related to the Project and the Property. The Prior Agreement is hereby novated and superseded and shall be of no effect regarding the Property. The City and Owner shall record a Notice with the County Recorder of that novation in the chain of title of the Property.

3. **Authority of Owners Representative to Bind Owners.** Owners represent and warrant that the Owners' Representative has, by virtue of separate agreements entered into among Owners and Master Developer authority from each of the Owners to exercise full control and management of the entitlement and planning of the Property, including without limitation the right to represent Owners in connection with entitlements and other approvals needed from the City for development of the Property. Without limiting the foregoing, each of the Owners hereby acknowledges, confirms, and ratifies its appointment of the Owners' Representative as such Owner's duly authorized agent to make plan, consult with, make applications to, bind, and otherwise represent the interests of such Owners with respect to the planning and entitlement of the Property, and the other rights, obligations, and interests of the Owners as further set forth in this ARMDA. Without limiting the generality of the foregoing, each of the Owners further acknowledges that in no case shall any Owner (except for the Owners' Representative) have any rights whatsoever to exercise any control or management over the entitlements or development of any Property not owned by such Owner. Accordingly, the City and the Owners acknowledge agree that the City shall work directly with and is conclusively permitted by the Owners to rely upon the decisions and representations made by the Owners' Representative.

4. **Development of the Project**.

4.1. **Compliance with this ARMDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this ARMDA), and this ARMDA.

4.2. **Land Uses within the Project, Configuration**. The Master Plan reflects the general location and configuration of residential, industrial, and commercial development and Open Space within the Project. The Community Plan provides the development requirements of the various aspects of the Project. Requirements not set forth in the Community Plan are controlled by the ARMDA, including the other exhibits thereto.

4.3. **Maximum RDUs.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum RDUs as specified in and pursuant to this ARMDA. Accessory dwelling units as provided by Utah State law, casitas, external accessory dwelling units, buildings ancillary to a primary residential use, churches, schools, municipal or other institutional/governmental and other similar

non-residential uses shall not be counted as a Residential Dwelling Unit for purposes of the Maximum RDUs. The development of other Intended Uses as provided in this ARMDA shall not reduce the number of Maximum RDUs. The RDUs may be moved between and among various portions of the Project as provided in the Community Plan.

4.4. **Master Developers' Discretion**. Notwithstanding anything to the contrary herein, nothing in this ARMDA shall obligate the Master Developer to construct the Project or any particular Phase therein or portion thereof, and the Master Developer shall have the discretion to determine whether to construct a particular Development or Phase based on such Master Developer's business judgment. Any such future phasing shall ensure appropriate access, fire protection utilities, and other infrastructure for future phases and Master Developer shall seek the City's input on such issues prior to submitting a Development Application for such phasing. Once construction has begun on a specific Development or Phase, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the public and private road, storm drain, water, and other improvements that are a condition of the approved Development Application for such Development, including all associated community benefits (including parks and open space as required by this ARMDA) as described and scheduled within the applicable Phase. Such improvements shall be completed within the time agreed upon by the City and Master Developer as a part of the approved Development Application. If no time for completion of the improvements can be mutually agreed upon, the matter shall be subject to the Dispute Resolution Processes defined in Section 20.

4.5. **Required Process**.

4.5.1. ***Approval Required Before Development.*** A Development Application shall be submitted for any Development. Except as otherwise provided herein, no improvements shall be constructed within the Project without Master Developer or a Subdeveloper first obtaining approval of the Development Application for such Development from the City. Upon approval by the City of any Development Application, the Development related to such approval may be improved in accordance with the approved Development Application, subject to the terms, conditions, and provisions of the Development Application.

4.5.2. ***Building Permits.*** No building permit shall be issued by the City for construction of any Development, unless Master Developer or a Subdeveloper has substantially completed the required infrastructure to comply with City requirements for phasing of infrastructure and completion of off-site improvements required by the relevant Development. Building permits shall be issued once any required work has gone under warranty. Except as provided in the City's Vested Laws, no buildings, improvements, or other structures shall be constructed within the Project without Master Developer and/or a Subdeveloper first obtaining an appropriate building permit(s), and/or grading and excavation permits, as applicable. Master Developer and/or a Subdeveloper may apply for and obtain a grading permit following approval of a Commercial Site Plan or a preliminary Subdivision plat if Master Developer and/or a Subdeveloper has submitted and received approval of a site grading plan from the City Engineer and all required fees are paid.

4.5.3. ***City and Other Governmental Agency Permits.*** Before commencement of construction or Development of any buildings, structures or other work or improvements upon any portion of the Project, Master Developer or a

Subdeveloper shall, at its expense, secure, or cause to be secured, any and all permits which may be required by the City or any other governmental entity having jurisdiction over the work. The City shall reasonably cooperate with Master Developer or a Subdeveloper in seeking to secure such permits from other governmental entities.

4.5.4. ***Fees.*** Master Developer or a Subdeveloper shall pay to the City the standard fees applicable to any submittal of a Development Application under the City's fee schedule in effect at the time of the application.

4.5.5. ***Process.*** Exhibit "E" and Exhibit "L" establish the required review and approval bodies and processes for Development Applications. This process is designed to meet the goals of the City and Master Developer of limiting the number of submittals and reviews required for Development of the Project, ensuring that each Development Application is compliant with this ARMDA and the Community Plan, and to making the implementation of this ARMDA and the Community Plan an administrative function except for those items that, by applicable law or pursuant to this ARMDA, require Planning Commission and/or City Council review or approval. If there is any conflict between the Community Plan or Data Center Overlay Zone and this ARMDA conflict, the Community Plan and Data Center Overlay Zone, as relevant, controls.

4.5.6. ***City Cooperation and Approval.*** The City shall cooperate reasonably and in good faith in promptly processing and reviewing all Development Applications in accordance with the procedures identified in this ARMDA. Development Applications shall be approved by the City if such Development Applications comply with the applicable portions of the City's Vested Laws and this ARMDA.

4.5.7. ***Outsourcing of Processing of Development Applications*.**

4.5.7.1. Timing. Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis.

4.5.7.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the

work Outsourced.

4.5.7.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.

4.5.7.4. Final Payment. Upon completion of the Outsourcing Work and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

4.5.7.5. Acceptance of Outsourced Work. The City shall accept the results of any Outsourced Work under this section unless the City determines that the Outsourced Work has not been performed pursuant to City standards or is materially incorrect. If the City does not give Master Developer Notice within ten (10) days of receiving the Outsourced Work that the City disputes the acceptability of the Outsourced Work, then the City shall be deemed to have accepted the Outsourced Work. Any disputes relating to the Outsourced Work shall be subject to the Dispute Resolution Process.

4.5.8. ***Acceptance of Certifications Required for Development Applications.*** Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

4.5.9. ***Independent Technical Analyses for Development Applications.*** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 4.5.7 with the actual and reasonable costs being the responsibility of Applicant.

4.5.10. ***Intent of One-Time Review.*** The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new issues that need to be addressed.

4.5.11. ***City Denial of a Development Application*.** If the City denies a Development Application the City shall provide with the denial a Notice advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this ARMDA, the Community Plan, and/or any applicable City's Vested Laws (or, if applicable, the City's Future Laws).

4.5.12. ***Dispute Resolution.*** The City's denial of any Development Application shall be subject to the dispute resolution provisions of Section 20.

4.5.13. ***City Denials of Development Applications Based on Denials from Non-City Agencies*.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

4.5.14. ***Construction Prior to Completion of Infrastructure***. Master Developer may apply for and obtain Building Permits and/or temporary Certificates of Occupancy for uninhabited model homes, home shows, sales offices, construction offices or similar uses prior to the installation of all Public Infrastructure and Improvements required to be eventually completed so long as such installation is secured consistent with the City's Vested Laws including the requirements for fire protection. No permanent Certificate of Occupancy shall be issued by the City, except in compliance with the City's Code.

4.5.15. ***Outsourcing of Inspections*.**

4.5.15.1. Timing. Within fifteen (15) business days after receipt of a request from Master Developer to Outsource the inspections of the construction of any Development, the City and Master Developer will confer to determine whether the City desires to Outsource the inspections to ensure that they are processed on a timely basis.

4.5.15.2. Election/Cost Estimate. If the City or Master Developer determines in either of their discretion that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer of Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then the Master Developer or Subdeveloper

shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced.

4.5.15.3. Compliance with Applicable Codes. Any Outsourced work shall be performed pursuant to applicable standards including, but not limited to, the City's Vested Laws, Federal law, State Code, and any adopted uniform standards such as AASHTO, the IBC and the IFC.

4.5.15.4. Final Payment. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

4.5.15.5. Acceptance of Outsourced Work. The City shall accept the results of any outsourced decision under this section without any further review by the City.

4.6. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Parcel as is provided in Utah Code Ann. § 10-9a-103(65)(c)(v) (2022) that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of the creation of the Parcel. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master Developer or a Subdeveloper upon a subsequent Subdivision of the Parcel that creates individually developable lots.

4.7. **Accounting for RDUs for Developments by Master Developer.** At the recordation of a final plat or other approved and recorded instrument for any Development developed by Master Developer that includes RDUs, Master Developer shall provide the City a Development Report showing any RDUs used with the Development and the RDUs remaining with Owners and Master Developer and for the entire remaining Project.

4.8. **Development Report.** With any Development Application, whether filed by Master Developer or a Sub-Developer, Master Developer shall file a Development Report showing:

4.8.1. ***Ownership.*** The ownership of the property subject to the Development Application;

4.8.2. ***Units and Uses Proposed to be Developed.*** The portion of the Maximum RDUs and/or other type of Intended Uses intended to be used by the proposed Development;

4.8.3. ***Units and Uses Transferred or Remaining.*** The amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer;

4.8.4. ***Parks, Trails, and Open Space.*** The amount, type location and timing of any Parks, Trails, and Open Space; and,

4.8.5. ***Material Effects.*** Any material effects of the sale on the Community Plan.

4.9. **Accounting for RDUs and/or other type of Intended Uses for Parcels Sold to Subdevelopers.** Any Parcel sold by Owners to a Subdeveloper shall include the transfer of a specified portion of the Maximum RDUs and, for any non-residential Intended Use, shall specify the amount and type of any such other Intended Use sold with the Parcel At the recordation of the sale any Parcel, Master Developer shall provide the City a Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum RDUs and/or other type of Intended Uses transferred with the Parcel(s), the amount of the Maximum RDUs and/or other type of Intended Uses remaining with Owners and Master Developer and any material effects of the sale on the Community Plan.

4.9.1. ***Return of Unused RDUs.*** If any portion of the Maximum RDUs transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such RDUs receives approval for a Development Application for the final portion of such transferred Parcel, the unused portion of the transferred Maximum RDUs shall automatically revert back to Owners and Master Developer, and they shall file with the City a Development Report updating the remaining portion of the Maximum RDUs and the Intended Uses.

4.10. **Phasing.** The City acknowledges that Owners and Master Developer may develop the Project in Phases. No sequential phasing is implied by any numbering in the Community Plan. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest, and other similar factors. The Development Application for each Phase shall establish that the needs of future phases for Public Infrastructure are properly accounted for. The Development Application for any Phase shall comply with the Community Plan and provide for future Phases access and infrastructure connectivity and compatibility. Except as specified below, the development of the Project in Phases shall be in the sole discretion of Master Developer.

4.10.1. ***Phase 1***. Master Developer shall begin seeking approvals for Phase 1 as soon as commercially practicable after the execution of this ARMDA and shall prosecute the approvals and begin development of Phase 1 as soon as commercially practicable after receiving the required approvals.

4.11. **Future Property.** If Owners, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations) acquire any additional property that is contiguous to the Property or adjacent to the "original annexation line" – "Not subject to current ownership"" then such future property shall be automatically included within this ARMDA at the option of Owners and Master Developer and this ARMDA shall be recorded in the chain of title of such property. Any such future property acquired by Owners or Master Developer shall be entitled to be developed with a number of RDUs calculated by the ratio of the Maximum Residential Dwelling Units divided by the acreage in the areas in the Community Plan specified for RDUs and then multiplied by the number of acres

in the future property. The Maximum Residential Dwelling Units in this ARMDA shall automatically be increased by that amount. The Development of such future property shall also require Master Developer to meet the same levels of service for Public Infrastructure, utilities, parks, trails, and open space as for the current Project as specified in this ARMDA.

4.11.1. ***BSA Property***. Master Developer, City, and the Utah National Parks Council previously entered into a Donation Agreement wherein Master Developer donated 100 acres from within the original Project to the Utah National Parks Council. The 100 acres are more fully described as the "BSA Property" in the attached Exhibit "A". The Donation Agreement includes a Right of Reversion in favor of the City where, under certain conditions, the 100 acres of BSA Property will be transferred to the City. The Parties acknowledge that those reversionary conditions have been satisfied under the Donation Agreement. Accordingly, Master Developer and City anticipate entering into a separate agreement with the Utah National Parks Council (or its successor entity) wherein the 100 acres will be transferred back to Master Developer and developed according to the Community Plan as a part of the Project. When the 100 Acres are transferred back to the Master Developer, then this ARMDA shall be recorded against the 100 Acres and Master Developer shall develop the 100 Acres as set forth herein. If the 100 Acres are not transferred to the Master Developer, then Master Developer shall not have any obligation to improve or otherwise develop the 100 Acres and the PTOS planned for the 100 Acres shall be reduced from Master Developer's obligations for PTOS under this Agreement.

4.12. **Special Provisions Regarding CPAs 2 and 3.**

4.12.1. ***Standards for Relocation.*** Master Developer may move the locations of Commercial Planning Areas # 2 and/or # 3 to other locations within the Project, or onto potential future property (as specified in Section 4.11), if:

4.12.1.1. Size. The size of the new, replacement areas, are at least 90% as large as the area(s) being replaced.

4.12.1.2. Functionality. The new, replacement areas, are substantially similar to the area(s) being replaced in terms of their suitability for development as commercial properties.

4.12.2. ***Process*.** The relocation of Community Planning Areas # 2 and/or # 3 as provided in this Section 4.12 shall be processed as an Administrative Modification pursuant to Section 22 and Exhibit E.

4.13. **Special Provisions Regarding Data Centers**. With respect to property within the Data Center Overlay Zone, Owner, Master Developer, or assignees/entities related to Owner or Master Developer (as defined by IRS regulations), have a right to process any Development Application pursuant to the Data Center Overlay Zone described on Exhibit L hereto. The right provided in this Section 4.13 is in addition to the other rights described in this ARMDA.

5. **Zoning and Vested Rights.**

5.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owners, and Master Developer intend that this ARMDA grants Owners and Master Developer all rights to develop the Project in fulfillment of this ARMDA except as specifically provided herein. The Parties intend that the rights granted to Owners and Master Developer under this ARMDA are contractual and also those rights that exist under statute, common law and at equity. The Parties specifically intend that this ARMDA grants to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2022).

5.2. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 5.2 are subject to only the following exceptions:

5.2.1. ***Master Developer Agreement.*** City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

5.2.2. ***State and Federal Compliance.*** City's Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. ***Codes.*** City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare

5.2.4. ***Taxes.*** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

5.2.5. ***Fees.*** Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. ***Compelling, Countervailing Interest.*** Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2022).

5.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2022) and the United States, the City's authority to limit its police power by contract has certain restrictions. As such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the City's police powers, such legislation shall only be applied to modify the vested rights of the Master Developer and Owner under the terms of this ARMDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed

legislative changes affecting the vested rights of the Master Developer under this ARMDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer and Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

6. **Term of Agreement.** The term of this ARMDA shall be until December 31, 2030. If as of that date Owners or Master Developer have not been declared to be in default as provided in Section 19, and if any such declared default is not being cured as provided therein, then this ARMDA shall be automatically extended until December 31, 2040, and, thereafter, for up to two (2) additional periods of ten (10) years. This ARMDA shall also terminate automatically at Buildout.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this ARMDA, Master Developer may at any time, and from time-to-time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the City's Vested Laws. Subdevelopers may not submit a Development Application under the City's Future Laws without the consent of the Master Developer and Owners, which consent will not be unreasonably withheld, conditioned, or delayed.

8. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting, or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure**.

9.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.1.1. ***Security for Public Infrastructure.*** If, and to the extent required by the City's Vested Laws, unless otherwise provided by LUDMA, security for any Public Infrastructure is required by the City it shall be provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on LUDMA.

9.1.2. ***Bonding for Landscaping.*** Security for the completion of those items of landscaping that are weather or water dependent shall be provided as required by the City's Vested Laws in conformance with LUDMA.

9.2. **Dedication of Public Improvements.** All of the infrastructure and improvements dedicated to the City pursuant hereto shall be constructed to the City's standard specifications unless otherwise agreed in this ARMDA or otherwise and shall be subject to City requirements for the payment

of property taxes, inspections, and approval before acceptance by the City. The City shall accept such dedication after payment of all taxes and fees and inspection and correction of any deficiency or failure to meet City standards.

9.3. **Culinary Water.** The plans for providing culinary water for the Project are specified in Exhibit "F" and the City has entered into the Water Purchase Agreement.

9.4. **Sanitary Sewer.** The plans for providing sanitary sewer for the Project are specified in Exhibit "G".

9.5. **Storm Water.** The plans for handling storm water for the Project are specified in Exhibit "H".

9.6. **Secondary Water.** The Project does not plan to utilize secondary water for irrigation. If that plan changes, then Master Developer and the City shall work together to try to modify this ARMDA as a "Minor Amendment" pursuant to the provisions of Section 22. Master Developer may, in its sole discretion and from time to time, choose to utilize secondary water in some or all of the larger parks established pursuant to the Parks, Trails, and Open Space Plan. If Master Developer makes such an election, then Master Developer shall comply with the City's Vested Laws regarding such secondary water usage or, in Master Developer's discretion, with the City's Future Laws regarding the same.

9.6.1. ***Exception for Data Center Uses***. Master Developer and the City acknowledge that certain industrial uses, including Data Centers, may utilize secondary water so long as such usage complies with all local, state, and federal laws.

9.7. **Public Infrastructure Financing**. The City has adopted Public Infrastructure Districts to pay for the Public Infrastructure. Master Developer's obligation to construct the Public Infrastructure within the Project shall not be negated or become invalid as a result of insufficient financing through such Public Infrastructure Districts.

9.8. **TIF.** Subject to the criteria in section 9.8.1, and for a period of _____ (__) years from the date of approval of this ARMDA, the City shall refund to Master Developer _____ percent (___%) of the City's share of all sales tax and *ad valorem* property taxes generated by the Development of non-residential portions of the Project. For any Mixed-Use development, the TIF shall be based on the non-residential portion of the Development. The City shall cooperate with Master Developer in seeking to obtain a refund of all sales tax and *ad valorem* tax generated by the Development of any non-residential portions of the project from any other governmental entity that receives a share of such taxes.

9.8.1. ***TIF Criteria***. Master Developer shall receive the TIF identified in Section 9.8 for non-residential portions of the Project that (i) offer jobs that have above-average wages correlated with the demographics of the City (which averages will be generated and modeled using the City's data inputs from Bureau of Labor Statistics and Economic Research Institute); and (ii) offer jobs in industries that are incentive worthy as identified by the Governor's Office of Economic Opportunity or applicable state law, as may be amended.

9.9. **Local District.** The Local District shall be continued without modification.

9.10. **No Off-Project Impacts.** The Parties acknowledge that the Project does not require Master Developer to construct any off-Project Public Improvements except as may be specified in the Sanitary Sewer Master Plan, Exhibit "G".

9.11. **Impact Fees.**

9.11.1. ***Preparation and Adoption of Capital Facilities Plan and Impact Fee.*** The City shall, upon execution of this Agreement, promptly initiate and schedule amendments to the City's current capital facilities plan with respect to any Public Infrastructure and Improvements to be financed with the assistance of the City. The Parties acknowledge that significant studies have previously been performed by AQUA Engineering and other engineering consultants retained by Master Developer with respect to the consideration of certain System Improvements, and such studies have been useful in the City's preparation of amendments of the City's Capital Facilities Plan (but such studies will not be adopted as amendments to the City Capital Facilities Plan). Upon completion and approval by the City of an amended capital facilities plan, the City shall consider an Impact Fee ordinance with respect to the facilities described in the amended City's Capital Facilities Plan and written analysis, including lawfully required credits against impact fees and reimbursement agreements benefitting Master Developer, if applicable.

9.11.2. ***Public Safety.*** The Project shall be subject to the City's impact fees for public safety subject to any credits that may accrue to Master Developer or Owner due to their potentially contributing land or buildings for such system improvements.

9.11.3. ***Impact Fees for Parks, Trails and Open Space, Culinary Water, Storm Water, Sanitary Sewer, and Transportation.*** The City acknowledges that the development of the Property proposed pursuant to this ARMDA has been shown to not have any impact on the "system improvements" under the City's current impact fee ordinances for parks, trails and open space, culinary water, storm water, or transportation and any development of the Project on the Property is thus exempt from any current impact fees for those systems. If the City later adopts any impact fees that increase the "level of service" of any system improvements for those systems then Owners and Master Developer acknowledge that, subject to compliance by the City with all laws regarding such later-adopted impact fees, such impact fees related to increased levels of service may then be applicable to the Property.

9.11.4. ***Construction Alternative.*** Master Developer shall have the right to construct any of the System Improvements required for any Development. If Master Developer chooses to construct any such System Improvements the City shall not charge Master Developer or any Subdeveloper any impact fees for such System Improvements.

9.11.4.1. Call on Capacity. Without the express consent of Master Developer and Owner, the capacity of any System Improvement constructed by Master Developer in lieu of Impact Fees under Section 9.11.3 shall not be allocated for use by other properties

without preserving sufficient capacity to provide services to the Project.

9.12. **Exceptions**. Sections 9.7 (Public Infrastructure Financing) and 9.11.1 (Impact Fees), shall not apply to any property or Subdeveloper developing or operating a Data Center in accordance with this Data Center Overlay Zone. Further, any lien or imposition arising under Section 9.8 hereof shall not encumber the Data Center Overlay Zone.

10. **Upsizing/Reimbursements to Master Developer.**

10.1. **"Upsizing".** The City shall not require Master Developer to "upsize" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases Master Developer's costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Any decision by the City to limit access to any roads built by Master Developer shall be considered an "upsizing" and shall not be required of Master Developer unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the loss of value and additive costs of such upsizing.

10.1.1. ***Fair Treatment.*** In calculating any reimbursements to the Master Developer, the City shall be consistent in using the same methodology as it uses in its Infrastructure Facilities Plan, Impact Fee Analysis, and Impact Fee ordinance.

10.2. **Dispute Resolution**. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

11. **Parks, Trails, and Open Space**.

11.1. **General Statement.** The requirements for Parks, Trails, and Open Space for the Project are specified in the Parks, Trails and Open Space Plan which is a part of the Community Plan.

11.2. **Timing of Dedication and Improvement.** The timing of the dedication and improvement of the Parks, Trails and Open Space is specified in the Community Plan. The timing of the improvement of the parks shown as being "Regional" or "Community" are related to the issuance of bonds for public financing. If those bonds cannot be issued at commercially reasonable rates, then Master Developer may, at its option, provide security for the costs of improving those parks. Such security shall be provided in an amount of $9,000 per Residential Dwelling Unit and may be delivered to the City in the form of a letter of credit or other security acceptable to the City.

11.3. **Operation and Maintenance.**

11.3.1. ***Dedicated Parks.*** Parks shown on the Parks, Trails and Open Space Plan as being "Regional" or "Community" dedicated to a governmental agency (and other Parks, Trails or Open Space designated as such during approval of a Development Application) shall, upon the completion of any improvements, be dedicated to the City or to any other applicable governmental entity. The City and Master Developer shall cooperate to determine which entity those

parks are transferred to. These parks shall be operated and programmed by the dedicated entity.

11.3.1.1. Contract with HOA for Maintenance. The dedicated entity shall enter into an agreement with the HOA to maintain these parks on a park-by-park basis in the form generally as attached as Exhibit "J". The term of those agreements shall each be five (5) years with the option of the HOA to renew for three (3) additional 5-year periods so long as the HOA is not in default under the particular maintenance agreement.

11.3.1.2. Water. If Owner or Master Developer dedicate water rights for any of the Parks, Trails, or Open Space to the City or to any other governmental entity then that entity shall actually use the dedicated water to water the Parks, Trails, or Open Space for which the water was dedicated unless prohibited by State law.

11.3.2. ***Other than Dedicated Parks.*** Other than for those parks dedicated pursuant to Section 11.3.1, the HOA shall be responsible for operating and maintaining all of the parks, trails, and open space identified in the Parks, Trails, and Open Space Plan.

12. **Additional Easements**. Master Developer shall exercise reasonable efforts to secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property. To the extent that the Master Developer's efforts to secure necessary easements are unsuccessful due to issues beyond the reasonable control of Master Developer, the City may consider using its eminent domain power (to the extent permitted by applicable state and federal law) to obtain such necessary easements, provided that nothing in this Section shall be construed to obligate the City to exercise such power. Master Developer acknowledges that it is the responsibility of Master Developer to acquire, plan, survey and dedicate the required easements and rights of way for infrastructure to the City, free of all encumbrances of every kind, including property taxes.

13. **School Site**. The City has an obligation to a third-party to donate a 10-acre site for a public school. Master Developer has arranged to dedicate the School Site to the City so that the City can fulfill its third-party contractual obligations. Upon the execution of this ARMDA Master Developer shall cause the School Site to be conveyed to the City. The deed of conveyance of the School Site to the City shall contain provisions acceptable to the Master Developer allowing the Master Developer to relocate the School Site in a close proximity to its legal description for adjustments of roads and other layout or engineering needs of the Project so long as the new location reasonably meets the needs of the School Site to function for its intended purpose. The deed of conveyance of the School Site to the City shall also contain a right of reverter if the School Site is ever used for anything other than as a site for a public school. Master Developer may seek tax benefits for this dedication pursuant to Section 8.

14. **Institutional or Civic Uses**. The use of property in Project for public or private schools, churches, or governmental buildings or uses shall not result in a loss of the Maximum RDUs.

15. **Fire Station.** The Parties acknowledge that the City may propose, when financially feasible and when a sufficient demand is present, the construction of a fire station on the Property. The City may consider financing the costs associated with the construction of the fire station, pursuant to the issuance of bonds or otherwise. The Parties shall cooperate in determining the sizing and location that is mutually

advantageous. At the request of the City, Owners shall survey the fire station property and convey the real property identified in the survey to the City so long as the location is not more than 2 acres. So long as the location is not more than 2 acres, the fire station property shall be conveyed by the Owners to the City without cost to the City.

16. **Cable TV/Fiber Optic Service.** Upon application to the City and approval of a franchise agreement for such facilities, Master Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. Master Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those Residential Dwelling Units or other of the Intended Uses on the Project, except that Data Center uses shall have the express right to contract for independent fiber optic service from multiple providers, and grant any related access or easements to such providers, and shall be excluded from such exclusive access and/or easement restrictions set forth in this Section, so long as the property is private and not dedicated to the public. The City may charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed by contract with Master Developer or its assignees.

17. **On-Site Processing of Natural Materials**. Master Developer may use the natural materials located on the Property such as sand, gravel, and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and for sale to and use on other locations outside the Project. If the proposed excavation for the use of the natural materials as contemplated in this section is consistent with the final uses in the area as illustrated on the Community Plan, then it shall be approved by the Administrator irrespective of whether the proposed grading is in conjunction with a Subdivision or just the grading by itself. Master Developer shall obtain a land disturbance permit from the City prior to extracting or processing the natural materials on the Property. The land disturbance permit shall require a plan to mitigate fugitive dust control as required by the State of Utah and shall establish the maximum grade/depth from which the natural materials may be extracted. Subject to the following sentences, Master Developer agrees not to extract or process materials beyond the final grade for the site from which such natural materials are extracted. Notwithstanding the foregoing, if Master Developer does extract or process beyond the final development grade, Master Developer shall be required to backfill the site and return it to final development grades. The City shall issue a land disturbance permit if the standards of this Section 17 are satisfied. Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

18. **Provision of Municipal Services.** The City shall provide all City services to the Project that it provides from time-to-time to similarly situated residents and properties within the City including, but not limited to, police, fire, and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to similarly situated residents and properties in the City.

19. **Default.**

19.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

19.2. **Contents of the Notice of Default**. The Notice of Default shall:

19.2.1. ***Specific Claim.*** Specify the claimed event of Default;

19.2.2. ***Applicable Provisions.*** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this ARMDA that is claimed to be in Default;

19.2.3. ***Materiality.*** Identify why the Default is claimed to be material; and

19.2.4. ***Optional Cure.*** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

19.2.5. ***Dispute Resolution.*** Upon the issuance of a Notice of Default the parties shall engage in the Dispute Resolution Processes.

19.3. **Remedies.** If the parties are not able to resolve the Default by the Dispute Resolution Processes, then the parties may have the following remedies:

19.3.1. ***Law and Equity.*** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

19.3.2. ***Security.*** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

19.3.3. ***Future Approvals.*** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured. No approvals, licenses, building permits, or other permits may be withheld from any Subdeveloper for a Default of Master Developer.

19.4. **Public Meeting.** Before any remedy in Section 19.3 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

19.5. **Emergency Defaults.** Anything in this ARMDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 19.3 without the requirements of Sections 19.4. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

19.6. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

19.7. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

20. **Dispute Resolution.** Unless otherwise provided in the ARMDA, any Dispute shall be

resolved as follows

20.1. **Meet and Confer regarding Development Application Denials.** The City and Applicant shall meet within fifteen (15) business days of any Dispute to resolve the issues specified in the Dispute.

20.2. **Mediation of Disputes.**

20.2.1. ***Issues Subject to Mediation.*** Disputes that are not subject to arbitration provided in Section 20.3 shall be mediated.

20.2.2. ***Mediation Process.*** If the City and Applicant are unable to resolve a Dispute that is subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal or factual issue of the Dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the Dispute and promptly attempt to mediate the Dispute between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

20.3. **Arbitration of Disputes.**

20.3.1. ***Issues Subject to Arbitration.*** Issues regarding a Dispute that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

20.3.2. ***Mediation Required Before Arbitration.*** Prior to any arbitration the parties shall first attempt mediation as specified in Section 20.2.

20.3.3. ***Arbitration Process.*** If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the Dispute. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City’s or Applicant’s position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator’s fees.

20.4. **District Court.** If the Dispute is not subject to arbitration then, after exhausting the Meet and Confer and Mediation processes above the Parties may seek relief in the Fourth District Court.

21. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Master Developer:	Oquirrh Wood Ranch, LLC Attn: Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To Owner's Representative:	Nathan Shipp 14034 South 145 East, Suite 204 Draper, Utah 84020 nate@daiutah.com
With a Copy to:	Bruce R. Baird, Esq. Bruce R. Baird PLLC 2150 South 1300 East, Fifth Floor Salt Lake City, UT 84106 bbaird@difficultdirt.com
To City:	Eagle Mountain City Attn: City Manager 1650 East Stagecoach Run Eagle Mountain, UT 84005 pjerome@emcity.org
With a Copy to:	Eagle Mountain City Attn: City Attorney 1650 East Stagecoach Run Eagle Mountain, UT 84005

21.1. **Effectiveness of Notice.** Except as otherwise provided in this ARMDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

21.1.1. ***Hand Delivery.*** The day it is delivered personally or by courier service.

21.1.2. ***Electronic Delivery.*** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not

sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

21.1.3. ***Mailing.*** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this ARMDA by giving written Notice to the other party in accordance with the provisions of this Section.

22. **Administrative Modifications.**

22.1. **Allowable Administrative Applications:** The following modifications to this ARMDA may be considered and approved by the Administrator.

22.1.1. ***Modification of CPAs 2 and 3***. The modification/relocation of CPAs 2 and 3 as provided in Section 4.12.

22.1.2. ***Infrastructure***. Modification of the location and/or sizing of the infrastructure for the Project that does not materially change the functionality of the infrastructure.

22.1.3. ***Minor Amendment***. Any other modifications deemed to be minor modifications by the Administrator.

22.2. **Application to Administrator.** Applications for Administrative Modifications shall be filed with the Administrator.

22.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification within a reasonable time not to exceed forty-five (45) days from the date of submission of a complete application for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval shall be against the applicable portion of the Property in the official City records.

22.3.1. ***Referral as Amendment.*** The Administrator may determine that any proposed Administrative Modification should be processed as an Amendment pursuant to Section 23.

22.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

23. **Amendment.** Except for Administrative Modifications, any future amendments to this ARMDA shall be considered as Modification Applications subject to the following processes.

23.1. **Who May Submit Modification Applications.** Only the City and Master Developer with the consent of the Owners or an assignee that succeeds to all of the rights and obligations of the Owners and Master Developer under this ARMDA (and not including a Subdeveloper) may submit a Modification Application.

23.2. **Modification Application Contents.** Modification Applications shall:

23.2.1. ***Identification of Property.*** Identify the property or properties affected by the Modification Application.

23.2.2. ***Description of Effect.*** Describe the effect of the Modification Application on the affected portions of the Project.

23.2.3. ***Identification of Non-City Agencies.*** Identify any Non-City agencies potentially having jurisdiction over the Modification Application.

23.2.4. ***Map.*** Provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses of all such properties.

23.3. **Fee.** Modification Applications shall be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Modification Application.

23.4. **City Cooperation in Processing Modification Applications.** The City shall cooperate reasonably in promptly and fairly processing Modification Applications.

23.5. **Planning Commission Review of Modification Applications.**

23.5.1. ***Review.*** All aspects of a Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in accordance with the City's Vested Laws in light of the nature and/or complexity of the Modification Application.

23.5.2. ***Recommendation.*** The Planning Commission's vote on the Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Modification Application by the Council.

23.6. **Council Review of Modification Application.** After the Planning Commission, if required by law, has made or been deemed to have made its recommendation of the Modification Application, the Council shall consider the Modification Application.

23.7. **Council's Objections to Modification Applications.** If the Council objects to the Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this ARMDA and/or the City's Vested Laws (or, only to the extent permissible under this ARMDA, the City's Future Laws).

23.8. **Disputes.** Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

24. **Four-year Reviews**. Every four years after the execution of this ARMDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the ARMDA, the development of the Property, the general economy, and other issues related to the development of the Project. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2027 and then every four years thereafter. The Parties shall not be required to make any modifications of this ARMDA as a result of these reviews but may propose amendments for the

consideration of the Parties pursuant to Section 23.

25. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

26. **Attorney's Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this ARMDA shall be entitled to its costs of action including a reasonable attorneys' fee. This shall not apply to mediation in accordance with Section 20.2.

27. **Headings.** The captions used in this ARMDA are for convenience only and a not intended to be substantive provisions or evidence of intent.

28. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, Owners, and Master Developer. Further, the Parties do not intend this ARMDA to create any third-party beneficiary rights. The Parties acknowledge that this ARMDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities, except for warranty bond requirements under City's Vested Laws and as allowed by State law, for the dedicated public improvement shall be the City's.

29. **Assignability.** The rights and responsibilities of Owners and/or Master Developer under this ARMDA may be assigned in whole or in part by Owners and/or Master Developer with the consent of the City as provided herein.

29.1. **Sale of Lots.** Owners and Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners and Master Developer.

29.2. **Related Entity.** Owners' transfer of all or any part of the Property to any entity "related" to any Owners (as defined by regulations of the Internal Revenue Service), Owners or Master Developer's entry into a joint venture for the development of the Project or Owners' pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Owners. Owners and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

29.3. **Notice.** Owners and Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

29.4. **Time for Objection.** Unless the City objects in writing within ten (10) business days of notice, the City shall be deemed to have approved of and consented to the assignment.

29.5. **Partial Assignment.** If any proposed assignment is for less than all of Owners or

Master Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this ARMDA to which the assignee succeeds. Upon any such approved partial assignment, Owners and/or Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

29.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owners or Master Developer, as the case may be, proposed to be assigned or there is an existing breach of a development obligation owed to the City by the proposed assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City.

29.7. **Dispute Resolution.** Any dispute regarding his section shall be resolved pursuant to the Dispute Resolution Processes.

29.8. **Assignees Bound by ARMDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this ARMDA as a condition precedent to the effectiveness of the assignment.

30. **Binding Effect.** If Owners sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owners and as set forth in this ARMDA without any required approval, review, or consent by the City except as otherwise provided herein.

31. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

32. **Further Documentation.** This ARMDA is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this ARMDA may be necessary. The Parties shall negotiate in good faith with respect to all such future agreements.

33. **Severability.** If any provision of this ARMDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

34. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

35. **Time is of the Essence.** Time is of the essence to this ARMDA, and every right or responsibility shall be performed within the times specified.

36. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this ARMDA, the City, Owners, and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Owners and

Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Nate Shipp. The Owners' Representative shall be Nate Shipp. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Project.

37. **Rights of Access.** The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this ARMDA during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.

38. **Agricultural and Agricultural Related Uses of Property.**

38.1. **Generally**. The Parties acknowledge that the Cedar Valley area has a deep and rich history in farming, ranching, and other agricultural related purposes and industries, and that this ARMDA and the Community Plan contemplates that such agricultural and agricultural related uses may continue in portions of the Property. Agricultural and agricultural related uses which continue under the terms of this ARMDA may not be expanded or enlarged beyond the scope of operations in place as of the date of this ARMDA and shall not be materially changed unless the change is consistent with the Community Plan. Certain agricultural uses may be approved by the City as conditional uses where such approval is allowable under the City's Vested Laws.

38.2. **Agricultural Use Prior to Development.** Anything herein to the contrary notwithstanding, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Owners and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property. Nothing in this ARMDA shall be construed to affect or limit any presently permitted hunting, trap, and other sport hunting, on land located outside of the Property, provided that adequate buffer areas (pursuant to applicable law) exist between such hunting areas, if any, and the development within the Property.

39. **Mutual Drafting.** Each party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against either party based on which party drafted any particular portion of this ARMDA.

40. **Applicable Law.** This ARMDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

41. **Venue.** Any action to enforce this ARMDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

42. **Entire Agreement.** This ARMDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

42.1. **Preservation of White Hills Water Company.** An Agreement styled "White Hills Water Company Transition and Acquisition Agreement with Eagle Mountain City" dated January 19, 2010

between White Hills Water Company, Inc. and Eagle Mountain City, along with any amendments, is hereby specifically preserved.

43. **Conflicts.** This ARMDA and the Community Plan shall control in case of differences with the City's Vested Laws.

44. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "D", shall not be recorded in the chain of title. A secure copy of Exhibit "D" shall be filed with the City Recorder and each Party shall also have an identical copy.

45. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this ARMDA lawfully binding the City pursuant to Ordinance No. _____ adopted by the City Council on _____ _____, 2023.

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

CITY

EAGLE MOUNTAIN CITY

_____
TOM WESTMORELAND, Mayor

ATTEST

_____
FIONNUALA B. KOFOED, City Recorder

_____
Office of the City Attorney
Approved as to form and legality

MASTER DEVELOPER

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

_____
NATHAN SHIPP, Manager

OWNERS

OQUIRRH WOOD RANCH, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

WHITE HILLS WATER COMPANY, INC.
A Utah Corporation

NATHAN SHIPP, President

GSFJV, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

PC INDUSTRIAL, LLC
A Utah limited liability company

NATHAN SHIPP, Manager

GRANT SMITH FARMS, LLC
A Utah limited liability company

Signature: _____

Print Name: _____

Title: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2022, personally appeared before me TOM WESTMORELAND, who being by me duly sworn, did say that he is the **MAYOR OF EAGLE MOUNTAIN CITY**, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the _____ day of _____, 2022, personally appeared before me NATHAN SHIPP duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

OWNER ACKNOWLEDGMENTS

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **OQUIRRH WOOD RANCH, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the President of **WHITE HILLS WATER COMPANY, INC.**, a Utah corporation and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its governing documents and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **GSFJV, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2022, personally appeared before me _____, duly sworn, did say that they are the _____ of GRANT SMITH FARMS, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

STATE OF UTAH)
:ss
COUNTY OF)

On the _____ day of _____, 2022, personally appeared before me NATHAN SHIPP, duly sworn, did say that he is the Manager of **PC INDUSTRIAL, LLC**, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”:	Master Plan
Exhibit “C”:	Community Plan
Exhibit “D”:	City’s Vested Laws (on file with City Recorder’s Office)
Exhibit “E”	Development Application and Approval Process
Exhibit “F”	Culinary Water System Plan
Exhibit “G”	Sanitary Sewer System Plan
Exhibit “H”	Storm Water Plan
Exhibit “I”	Phase 1 Plan
Exhibit “J”	Park Maintenance Agreement
Exhibit “K”	Technical Guidelines
Exhibit “L”	Data Center Overlay Zone
Exhibit “M”	Legal Description of Property Eligible for Data Center Overlay Zone

EXHIBIT A

Legal Description of Property

PROJECT AREA PARCEL 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051;THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049, THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", THE FOLLOWING TWO (2) COURSES: (1) S 89° 30' 22" E, 851.84 FEET; (2) S 31° 29' 33" W, 117.29 FEET; THENCE S 89° 30' 21" E, A DISTANCE OF209.45 FEET, TO THE SOUTHEAST CORNER OF LOT 111, SAID WHITE HILLS PLAT 'A', THENCE N 00° 00' 15" W, ALONG THE EAST LINE OF SAID LOT 111, A DISTANCE OF66.13 FEET, TO A POINT IN THE SOUTH LINE OF WILSON AVENUE, SAID POINT ALSO BEING A POINT IN THE ARC OF A NON-TANGENTIAL CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 742.11 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN ANGLE OF 21° 06' 36", A DISTANCE OF 273.42, THE LONG CHORD OF WHICH BEARS S 79° 00' 02" E, A DISTANCE OF 271.88 FEET TO A POINT OF TANGENCY TO SAID CURVE; THENCE SOUTH 89°34'58" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 756.09 FEET, MORE OR LESS TO THE AFORESAID WEST LINE OF S.R.-73 THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 730.45 FEET, TO THE NORTH LINE OF LEWISTON ROAD;THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE FOLLOWING FIVE (5) COURSES: (1) N 89° 52' 16" W, 1540.39 FEET; (2) N 57° 57' 02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S.356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B

INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 2701.42 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 13 & 24; THENCE N 00° 42' 42" E, ALONG THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13, A DISTANCE OF 2669.35 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019: BEGINNING AT A POINT, SAID POINT BEING SOUTH 888.05 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 150.00 FEET; THENCE NORTH 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINS: .52 ACRES

DEVELOPMENT AREA 1 AREA CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

PROJECT AREA PARCEL 2

A PARCEL OF LAND SITUATE WITHIN SECTION 17, AND THE WEST HALF OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TYSON SUBDIVISION TYSON SUBDIVISION, PER MAP NO.: 16725, SAID POINT BEING SOUTH 0°24'02" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 &17, A DISTANCE OF 2668.91 FEET, FROM THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, & 17, SAID TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S 89° 23' 59" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1843.01 FEET, TO THE WEST LINE OF TYSON PARKWAY, AS DEDICATED PER SAID TYSON SUBDIVISION; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: (1) S 00° 24' 02" W, A DISTANCE OF 2158.28 FEET TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 623.00 FEET, AND WHOSE LONG CHORD BEARS S 15° 40' 03" W, A DISTANCE OF 328.09 FEET; (3) THENCE, S 30° 56' 03" W, A DISTANCE OF 389.58 FEET, TO THE NORTHERLY LINE OF POLE CANYON BOULEVARD, PER SAID TYSON SUBDIVISION; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) N 59° 03' 57" W, A DISTANCE OF 1163.32 FEET, TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 18' 27" W, A DISTANCE OF 566.26 FEET; (3) N 89° 32' 57" W, A DISTANCE OF 2253.72 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (5) N 58° 14' 55" W, A DISTANCE OF 519.69 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS N 74° 03' 36" W, A DISTANCE OF 586.90 FEET; (7) N 89° 52' 16" W, A DISTANCE OF 821.01 FEET, TO A POINT ON THE EAST LINE OF S.R.-73; THENCE N 08° 42' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 772.6701 FEET, TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.44 FEET, TO THE CENTER QUARTER CONER OF SAID SECTION 17; THENCE S 89° 52' 19" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2651.86 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 16 & 17; THENCE N 0°24'02" E, ALONG THE SECTION LINE, ADISTANCE OF 730.80 FEET, TO THE POINT OF BEGINNING.

Less and Excepting the Following:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0°23'03" WEST, ALONG THE SECTION LINE, A DISTANCE OF 683.34 FEET, TO THE NORTH LINE OF A PROPOSED ROAD AND SOUTH 89°23'16" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1486.61 FEET, FROM THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTION 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0°25'24" EAST, PARALLEL WITH THE WEST LINE OF TYSON PARKWAY, A DISTANCE OF 222.33 FEET; THENCE SOUTH 89°36'57" EAST, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 355.93 FEET, TO SAID WEST LINE OF TYSON PARKWAY; THENCE SOUTH 0°25'24" WEST, ALONG SAID WEST LINE, A DISTANCE OF 173.58 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'21", A DISTANCE OF 78.70 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 45°31'04" WEST, A DISTANCE OF 70.83 FEET, TO THE NORTH LINE OF A PROPOSED ROAD; THENCE NORTH 89°23'16" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 305.77 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 958,040 SQ. FT., OR 219.93 ACRES

PROJECT AREA PARCEL 3

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTION 15, 16, 21, & 22, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE, N 89° 40' 33" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 16 & 21, A DISTANCE OF 1383.10 FEET, TO THE EAST SIXTEENTH (E-16TH) CORNER COMMON TO SAID SECTION 16 & 21; THENCE, S 00° 10' 02" E, ALONG THE NORTH-SOUTH 1/16TH LINE, A DISTANCE OF 2656.16 FEET TO CENTER EAST SIXTEENTH (C-E 1/16TH) CORNER, OF SAID SECTION 21; THENCE N 89° 41' 39" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1360.81 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21 (NOT MONUMENTED); THENCE S 00° 38' 52" E, FOR A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21;THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALOGN SAID SOUTHERLY LINE THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 52' 16" E, 797.11FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32' 56" E, F 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1240.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF TYSON PARKWAY, PER SAID TYSON SUBDIVISION PLAT; THENCE ALONG THE SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) N 30° 56' 03" E, 541.58 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 30° 32' 01", HAVING A RADIUS OF 700.00 FEET, AND WHOSE LONG CHORD BEARS N 15° 40' 03" E FOR A DISTANCE OF 368.64 FEET (3) N 00° 24' 02" E, 3998.96 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 90° 11' 58", HAVING A RADIUS OF 50.00 FEET, AND WHOSE LONG CHORD BEARS N 45° 30' 01" E FOR A DISTANCE OF 70.83 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF 4000 NORTH STREET; THENCE N 89° 23' 59" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1970.18 FEET, TO THE NORTHWEST CORNER OF SAID TYSON SUBDIVISION AND THE QUARTER SECTION LINE COMMON TO SECTIONS 16 & 17; THENCE N 00° 24' 02" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 47.00 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 8, 9, 16, &17; THENCE S 89° 23' 59" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 9 & 16, A DISTANCE OF 2667.03 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 9 & 16; THENCE S 89° 24' 26" E, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2000.46 FEET, TO THE WEST LINE OF THE ROBYN WALDEN PARCEL 59:048:0005; THENCE SOUTH 0°38'09" WEST, ALONG SAID WEST LINE, A DISTANCE OF 668.50 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89°23'25" EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 669.91 FEET, TO THE QUARTER SECTION LINE COMMON TO SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 2006.12 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTIONS 15 & 16; THENCE S 00° 22' 24" W, CONTINUING ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2668.46 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 57,507,974SQ. FT., OR 1,320.201 AC.

BSA PROPERTY

(To be included pursuant to Section 4.11.1 of the ARMDA)

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN. LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 13, AND RUNNING THENCE SOUTH 0°33'52" WEST, ALONG THE SECTION LINE COMMON TO SAID SECTION 13 & SECTION 18, OF TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, A DISTANCE OF 442.07 FEET; THENCE DEPARTING SAID SECTION LINE BEARING SOUTH 51°26'57" WEST, A DISTANCE OF 791.11 FEET; THENCE SOUTH 74°57'50" WEST, A DISTANCE OF 554.96 FEET, TO A POINT 1148.32 FEET WEST OF AFORESAID SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 751.66 FEET; THENCE NORTH 89°04'02" WEST, PARALLEL WITH THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 13, A DISTANCE OF 536.21 FEET, TO A POINT 835.80 FEET NORTH OF SAID EAST-WEST CENTER SECTION LINE; THENCE SOUTH 0°33'52" WEST, PARALLEL WITH EAST LINE OF SAID SECTION 13, A DISTANCE OF 562.04 FEET, TO A POINT 273.77 FEET FROM THE AFORESAID WEAST-WEST CENTER SECTION LINE; THENCE NORTH 89°04'02" WEST, PARALLEL WITH SAID EAST-WEST CENTER SECTION LINE, A DISTANCE OF 1006.53 FEET, TO THE NORTH-SOUTH CENTER SECTION LINE, A DISTANCE OF 2392.08 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 89°28'51" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2683.98 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 100.00 ACRES

EXHIBIT B

Master Plan

EXHIBIT C

Community Plan

[see following pages]

EXHIBIT D

City's Vested Laws

[on file with City Recorder's Office]

EXHIBIT E

Development Application Review and Approval Process

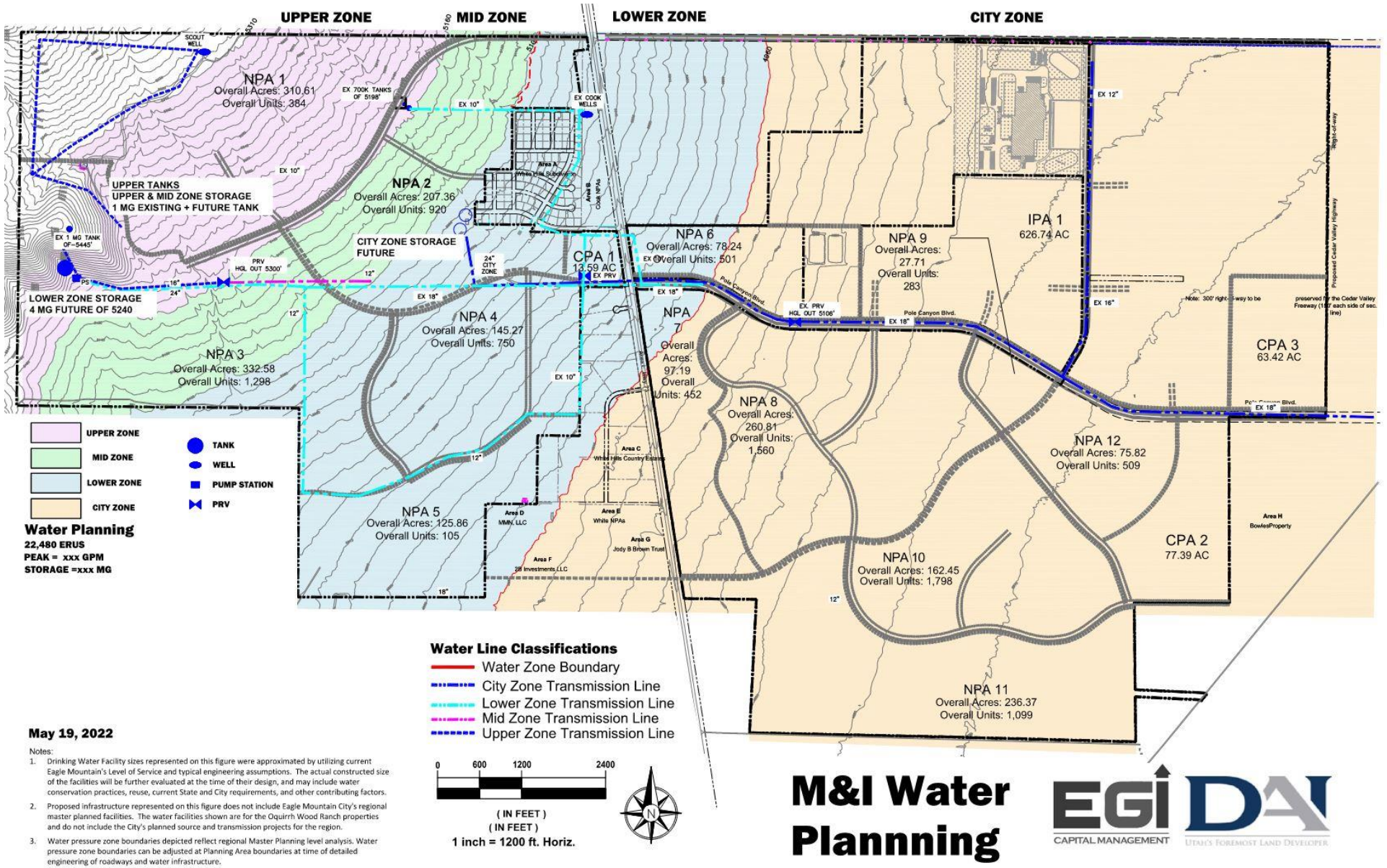
TY□E OF □□□RO□□L	□□□RO□I□G □ODY
Single Family Home Building Permit	City Staff (with ARC certification of compliance)
Subdivisions for Individually Platted Residential Dwelling Units	City Staff (with ARC certification of compliance)[1]
Apartment Dwelling Unit Site Plans	City Staff (with ARC certification of compliance)[1]
Commercial Site Plans	City Staff (with ARC certification of compliance)[1]
Vertical Mixed-Use Site Plans	City Staff (with ARC certification of compliance)[1]
Initial Conditional Use Permit	Hearing Officer[2]
Modification to Initial Conditional Use Permit	Planning Commission
Home Occupation Permits	City Staff (with ARC certification of compliance)
Open Space Design	City Staff
Park Proximity (Community Plan p. 3-01)	Administrator
Location of CPA 2 and CPA 3 (ARMDA § 4.12)	Administrator

[1] If immediately adjacent to an individually Platted Residential Dwelling unit that has been sold to resident (and not separated by a road or other open space) then Planning Commission review and approval is required.

[2] The "Hearing Officer" shall be the City's "Appeal Authority" as that term is defined in the City's Vested Laws.

EXHIBIT F

Culinary Water System Plan



May 19, 2022

Notes:

1. Drinking Water Facility sizes represented on this figure were approximated by utilizing current Eagle Mountain's Level of Service and typical engineering assumptions. The actual constructed size of the facilities will be further evaluated at the time of their design, and may include water conservation practices, reuse, current State and City requirements, and other contributing factors.
2. Proposed infrastructure represented on this figure does not include Eagle Mountain City's regional master planned facilities. The water facilities shown are for the Oquirrh Wood Ranch properties and do not include the City's planned source and transmission projects for the region.
3. Water pressure zone boundaries depicted reflect regional Master Planning level analysis. Water pressure zone boundaries can be adjusted at Planning Area boundaries at time of detailed engineering of roadways and water infrastructure.

WEST SIDE SER□I□E □RE□ □DRI□□I□G W□TER F□□ILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide drinking water to the West Side Service Area (WSSA). This planning covers the property within the Pole Canyon Community Plan being property controlled by Oquirrh Wood Ranch (OWR). It is intended that this document be the basis for planning infrastructure and identifying probable water demands for the WSSA. The information included will be a guide for development of the water system facilities in serving both current and future needs. The document will focus primarily on System Level Infrastructure.

The specific objectives of the document include:

- Identify Level of Service parameters for the drinking water system
- Quantify existing demands on the drinking water system
- Identify existing infrastructure with allocated capacity
- Estimate future growth demands
- Identify System Level Improvements & pressure zone boundaries

E□isting Water Syste□

During the late 1970's and early 1980's the existing water system was constructed. The system was owned and operated by the White Hills Water Company (WHWC). Currently 121 residential connections are provided water services for both indoor and outdoor demands. In 2008 OWR Principals took over the ownership and operation of the WHWC. In 2010, OWR and Eagle Mountain City entered an agreement that, after certain conditions were met, the existing water system would be phased into the City, wherein the City would own and operate the facilities. Any excess capacities within the source, storage, and distribution systems conveyed to the City would be reserved for OWR for future development. OWR made improvements to the water system as well as constructed new water pipelines. The following are existing facilities that have been or are planned to be provided to the City:

Sour□e – The current water supply is from groundwater sources through two wells (Cook Well #1 & #2). Cook Well #1 was the original source of water for the WHWC. In 2017 OWR as Owner/Operator the WHWC replaced the well pump in the Cook Well #1 and per Division of Drinking Water requirements drilled a second well, Cook Well #2 to provide a redundant water source for the system. Both wells are within the same site. Each well have been rated at a capacity of 1,200 gpm each with their current installed pumps while pumping to the existing White Hills lower tanks site. At present, the two wells combined authorized capacity is rated as 1,200 gpm due to the need of a redundant water source. At such time additional water source is developed to feed into the west service area then the present combined capacity can be increased to 2,400 gpm. From well logs and a hydrogeologic evaluation the potential capacity of each well is approximately 2,200 gpm. Again, at such time additional water source is developed to feed into the west service area then the potential combined capacity can be increase to 4,400 gpm The following table provides source capacity and includes existing residents Peak Day Demands being served by the Cook Wells #1 and #2:

Ta□le□ E□isting Sour□e Su□ □ary

□a□ e	□a□a□ity □g□□ □	E□isting Syste□ □se □g□□ □	OWR □□aila□le □a□a□ity □g□□ □	□ro□osed In□reased □a□a□ity □g□□ □
Original Cook Well #1	1,200	100	1,100	2,200
New Cook Well #2	1,200	0	1,200	2,200

Trans□ ission□Distri□ution – Pipe diameters are reported to range from 6-18 inches in diameter. Improvements have been made to pipelines in accordance with condition of acceptance of the pipelines by the City. Namely replacement of a 10" water line in Wilson Ave. with 10" C900 PVC, a casing crossing of Hwy 73 with 10-inch C900 PVC, and a 10-inch PVC C900 line has been installed along the east side of Hwy 73. A PVC C900 line has also been installed to the White Hills Country Estates Subdivision. From SR-73 to the Tyson Foods site an 18-inch PVC C900 line was installed during November & December of 2019. The transmission line capacity will also be utilized by OWR for future developments. An 18-inch PVC C900 transmission line was constructed to the west of SR-73 as a transmission line to a future tank. This line still needs to be tested and commissioned. The capacity in the following table was estimated using a velocity of five feet per second for peak flows.

Ta□le□ Trans□ission Su□ □ary

□a□e	□a□a□ity □g□□ □	E□isting Syste□ □se □g□□ □	OWR □□aila□le □a□a□ity □g□□ □	□i□e Length □t□
Pole Canyon Blvd 18 - Inch C900 WL to Tyson Pkwy	3,621	750 (20.7%) Tyson Demands	2,871 (79.3%)	6700’
Tyson Pkwy 16-Inch C900	2,884	750 (26.0%) Tyson Demands	2,134 (74.0%)	3250’
Tyson Pkwy 12-Inch C900	1,661	28 (1.7%) Tyson 1.5” Connection	1,633 (98.3%)	1600’
West Transmission Line 18-inch C900	3,621	0	3,621 (100%)	4585’

Storage – There are currently three storage tanks within the system. However only the two lower tanks are active and online and under ownership and operation of the City. The upper tank will be placed into the system once a transmission line is activated to the tank. All tanks were constructed of steel. All three tanks have been refurbished with new coatings and other repairs to bring them into compliance. The storage tanks are summarized in the following table and includes existing residents and Tyson Foods Peak Day Demands:

Ta□le□ E□isting Storage Tan□ Su□ □ary

□a□e	□a□a□ity □gal□	E□isting Syste□ □se □gal□	OWR □□aila□le □a□a□ity □Gal□	O□er□low Ele□ation □t□
Lower Tank #1	220,000	220,000	0	5198’
Lower Tank #2	550,000	548,000	2,000	5198’
Upper Tank	1,000,000	0	1,000,000	5445’

The water storage tank capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

□**ressure □ones –** There are currently three pressure zones in the system. The main zone that provides pressure to White Hills Subdivision. The City zone that through a PRV provides pressure to Tyson Foods. A smaller zone provides decreased pressures to the White Hills Country Estates through a PRV.

Future Syste□

Le□el o□Ser□i□e Re□uire□ents □The Eagle Mountain drinking water system provides indoor water, outdoor irrigation and fire protection. The following are proposed level of service parameters for the WSSA demands, and pressure requirements. These parameters include some as currently found in the City’s proposed 2021 Impact Fee Facility Plan (IFFP ’21), or as proposed by OWR:

- 20 psi residual pressure during Peak Day + Fire Flow Events (IFFP ’21)
- 30 psi during peak instantaneous demands (IFFP ’21)
- 40 psi during peak day demands (IFFP ’21)
- 0.30 Ac-ft/yr for single family indoor (HAL Memo dated July 26, 2022).
- 0.24 Ac-ft/yr for multi family or active adult (HAL Memo dated July 26, 2022).
- 3.20 Ac-ft/yr for outdoor turf grass landscaping (HAL Memo dated July 26, 2022).
- 1.43 Ac-ft/yr for outdoor water-wise/xeriscape (HAL Memo dated July 26, 2022).
- 375 gpd/ERC for peak indoor day demand single family – (Minimum Sizing Standard, Division of Drinking Water for Saratoga Springs letter dated March 31, 2020)
- 300 gpd/multi family or active adult residence peak indoor day demand (20% reduction to SF)

- 5.0 gpm/irrigated acre for peak outdoor day demand as turf (increased from City's 3.96 gpm/irrigated acre demand by 25%)
- 2.23 gpm/irrigated acre for peak outdoor day demand as xeriscaping/water wise landscape (44.69% of turf demand per HAL Memo dated July 26, 2022).
- 268 gpd per single family indoor storage (average day demand per HAL Memo dated July 26, 2022).
- 214 gpd per multi family or active adult indoor storage (reduction of single family by 20%)
- 2848 gpd per irrigated acre for outdoor storage (City 2021 LOS per IFFP).
- Commercial and Industrial demands, water rights, and storage will be determined on a case by case basis and established on fixture counts or use data.
- Minimum residential fire flow is anticipated as 1500 gpm for 2 hours for new construction (Actual will depend on Fire Marshall requirements for Industrial and Commercial).
- Minimum fire flow for industrial/commercial is anticipated as 3000 gpm for 3 hours (Tyson Foods – Ph 1)

Outdoor landscaping for each area will be determined by the Developer utilizing some waterwise/xeriscaping. Water demands, storage, and source will be computed utilizing the above referenced level of service.

□lanned ER□s – The Development Agreement update provides for 9659 residential ERU's.

□lanned □ressure □ones – The attached figure provides for the proposed location of the planned pressure zones. The Upper and Mid Zones storage will be through the Upper Tank HGL. The Lower Zone storage will be through a planned 4MG tank with augmented flows from the Upper Tank during emergencies through a PRV. The existing Lower Tanks HGL do not fit into the proposed pressure zones and may need to be utilized separately. The Industrial/City Zone is planned to provide storage through PRVs from the new 4 MG Lower Tanks HGL until lower tanks for this pressure zone are constructed. However, during an emergency the zone is also connected to the City's Main Zone through a PRV for fire flows. It was anticipated that zone boundaries provide the minimum City pressure standards with a maximum pressure of 120 psi.

Future Fa□ilities

Sour□e□□u□ □ing – Water source pump stations will be provided for each zone. The stations will be sized for each zone utilizing planned ERUs and the peak day demand. It is anticipated that pump stations (well or booster) will convey water to the Upper, Mid and Lower Zones.

For water supplied to the Pole Canyon Community Plan area by Central Utah Water Conservancy District (Central Water Project) the end user shall pay for the "source" component of the CUP water at the City's then current fees and rate.

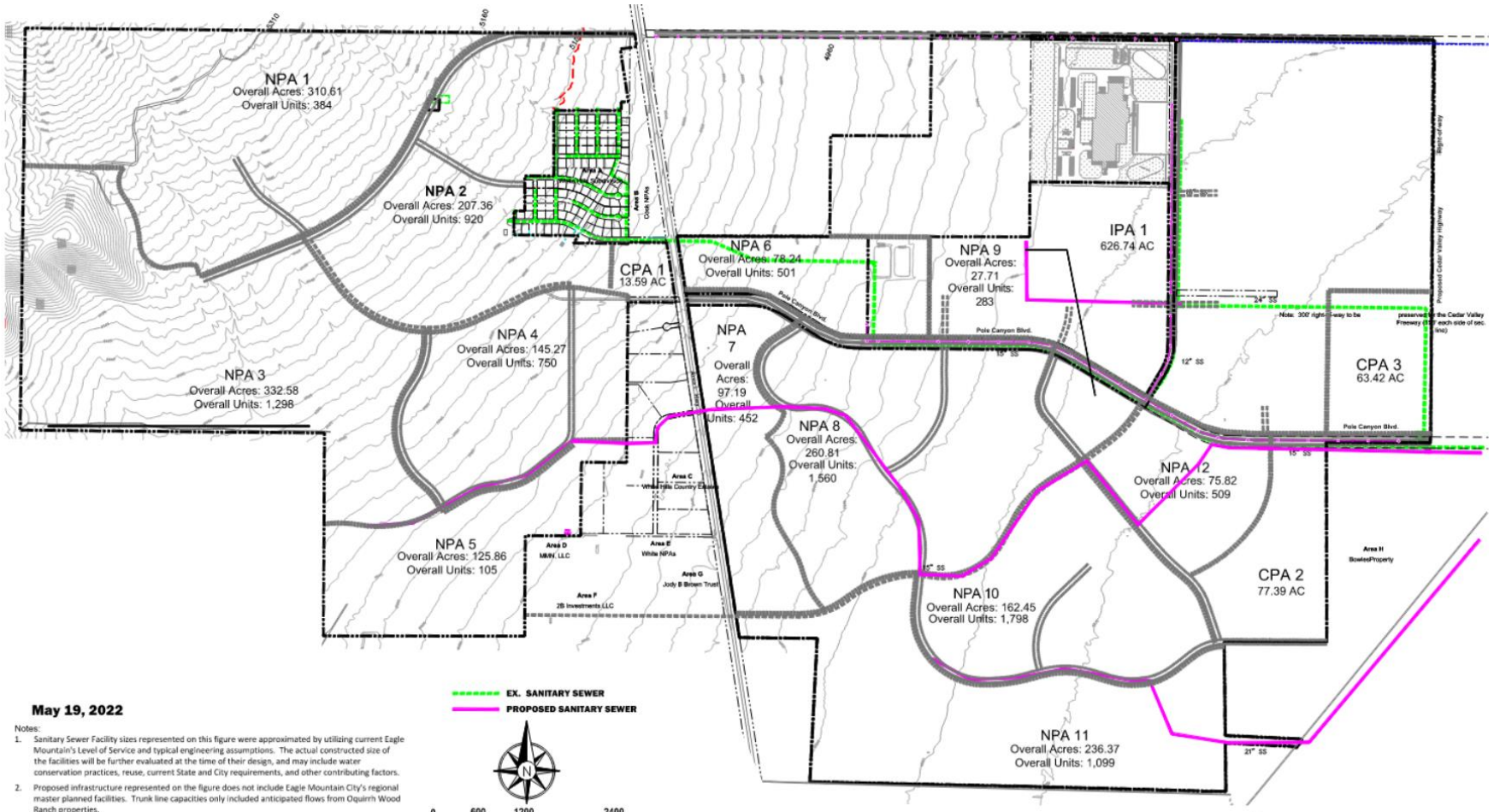
Storage – The following are anticipated storage locations for each zone:

- Upper/Mid Storage – 1.0 MG Existing Tank plus Future Tank (Suggest moving Existing WH 500k Tank)
- Lower Storage – 4 MG Total, 2 MG needed by OWR and 2 MG by City
- City/Industrial Storage – Placed near open space northeast of White Hills Subdivision

Trans□ ission – Transmission lines are planned to follow roads. The figure provides the anticipated transmission backbone for OWR. Major transmission lines will be required from the Upper and Lower Tanks to the distribution system. It is also anticipated that a major transmission line will follow the southern boundary of OWR.

EXHIBIT G

Sanitary Sewer System Plan



May 19, 2022

Notes:

1. Sanitary Sewer Facility sizes represented on this figure were approximated by utilizing current Eagle Mountain's Level of Service and typical engineering assumptions. The actual constructed size of the facilities will be further evaluated at the time of their design, and may include water conservation practices, reuse, current State and City requirements, and other contributing factors.
2. Proposed infrastructure represented on the figure does not include Eagle Mountain City's regional master planned facilities. Trunk line capacities only included anticipated flows from Oquirrh Wood Ranch properties.

M&I Sanitary Sewer Plannning

EGI CAPITAL MANAGEMENT

DAI UTAH'S FOREMOST LAND DEVELOPER

WEST SIDE SER□I□E □RE□ – S□□IT□RY SEWER F□□ILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide sanitary sewer (SS) service to the West Side Service Area (WSSA). This planning covers the property holdings of Oquirrh Wood Ranch (OWR) as of March 2022. It is intended that this document be the basis for planning infrastructure and identifying probable sewer demands for the WSSA. The information included will be a guide for development of the sanitary sewer system facilities in serving both current and future needs. The document will focus primarily on System Infrastructure.

The specific objectives of the document include:

- Quantify existing sanitary sewer flows
- Identify existing infrastructure with allocated capacity
- Determine future growth and sewer loading
- Identify general system improvements

Original Sanitary Sewer Syste□

During the late 1970's and early 1980's the existing sanitary sewer system was constructed. The system was owned and operated by the White Hills Special Service District (WHSSD). Currently 110 residents are provided sanitary sewer services. In 2010 the WHSSD and Eagle Mountain City entered into an agreement to convey the sewer collection system and treatment lagoons to the City once certain improvements were completed including rehabilitation of the lagoons. Upon further evaluation it was determined the preferred approach would be to abandon the lagoons and convey the sewer flows to the City's wastewater treatment facility. To date all of the needed improvements have been completed to the satisfaction of the City and the City now owns and operates the existing sewer infrastructure. The following are existing facilities that have been provided to the City:

Sewer Lines – Pipe diameters are reported to range from 8-12 inches in diameter. Improvements have been made to pipelines to get them in a satisfactory condition fir the City. Pipes within the subdivision are 8-inch in diameter except for the main 12-inch trunk line in Wilson Ave that terminates at the Lagoons.

Lagoons – The lagoon system has been deemed by the Utah Division of Environmental Quality (DEQ) to be non-conforming. The lagoon system has been bypassed when the Pole Canyon Lift Station and Force Main were operational (May 2021). The Lagoon will be decommissioned per previous agreements between the City and WHSSD.

DE□ Funded In□rastru□ture

Due to the non-conformance of the existing sewage lagoon the City acquired funding both in grant and a low interest loan to convey sewage to the City's treatment facility. The original project anticipated a 12-inch gravity line from the terminus of the original WHSSD piping, at the lagoon, to the OWR east property boundary. This project is known as the Pole Canyon gravity line. The overall DEQ project also anticipated the construction of a small lift station at the east boundary of OWR and 6-inch force main to the City's trunk line in Pony Express Road. OWR provided additional funds to upsize the gravity line to a 15-inch. The gravity line is active to the new lift station location.

During the summer of 2019, OWR contracted with Tyson Foods to develop a parcel of land. Due to the sanitary sewer project flows it was necessary to halt construction of the lift station and force main. It was agreed upon by the City and OWR that a larger lift station and force main would be constructed. DEQ agreed that remaining funds could be utilized for the planned larger facilities. However, the additional upgrade costs will be borne by OWR.

Tyson Foods Sanitary Sewer In□rastru□ture

The following are infrastructure recently constructed to provide Tyson Foods and other development adequate sanitary sewer capacity. The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

Sewage Li□t Station – The initially planned small lift station was deemed inadequate for the Tyson Foods flows. It was therefore agreed that a larger lift station would be constructed at the same location as the smaller station. The lift station has an initial capacity of 1,000 gpm with the opportunity to expand to 2,000 gpm. The lift station has been deemed as temporary until there is sufficient funding for a gravity line from the station to the City's treatment plant. Included in the lift station are the pumps, piping, valving, enclosure, generator, permanent power, emergency pond and fencing all per the City's standard design.

Sewer Lines –

- Tyson Parkway 18 & 12-inch PVC trunk lines. These lines have been constructed within Tyson Parkway and convey sewage from Tyson Foods to the south within piping beneath Tyson Parkway. A 12-inch line has also been installed in Tyson Parkway that would convey lesser flows to Pole Canyon Blvd.
- Tyson Parkway Extension 24-inch PVC trunk line. This line conveys Tyson Food flows and other future development along an easterly proposed road alignment to near the OWR eastern boundary and then south to the end of the existing 15-inch Pole Canyon gravity line. This line was constructed at the end of 2020 and is actively conveying sewage flows from Tyson Foods to the lift station.
- Pole Canyon 12-inch HDPE forcemain. The forcemain is in lieu of the smaller 6-inch line provided in the DEQ funding package. The larger 12-inch line provides for 2,000 gpm capacity. The forcemain conveys sewage from the Pole Canyon Lift Station to the Pony Express City gravity line. The force main was completed in November 2020.

Wastewater Treat□ ent – Treatment for the generated wastewater within the OWR property will be treated through the City's facilities. Treatment facilities are in the process of being upsized to adequately treat Tyson Foods effluent along with other city-wide development.

Future Syste□

Le□el o□Ser□i□e Re□uire□ ents □The Eagle Mountain sanitary sewer system provides the conveyance and treatment of wastewater generated within the City's boundary. The following are level of service demands, and requirements:

- 220 gpd per single family residence (Eagle Mountain Proposed 2022 Impact Fee Analysis)
- 176 gpd per mutli family or active adult residence (20% reduction of SF)
- Commercial and Industrial flowrates will be determined on a case-by-case basis.

To comply with DEQ requirements it is assumed that any piping 12-inch and less will require a 4.0 peaking factor with design of the piping to not be more that 50% full. For piping larger than 12-inch a peaking factor of 2.5 will be provided with piping not to exceed 75% full.

□lanned ER□s – The 2022 Development Agreement provides for 9659 residential ERU's. The Commercial and Industrial area is planned for approximately 910 acres. The total flowrate for the development was estimated to be the capacity of a 36-inch pipe at a slope of 0.072% or 9,523 gpm.

Tyson Flows – Tyson Foods has provided a Phase 1 peak flowrate of 700 gpm. Their agreement, should additional processes be added, is a peak flowrate of 1,300 gpm.

White Hills – In the City's 2020 Sanitary Sewer Impact Fee Facility Plan the White Hills subdivision flowrate was estimated at 52 gpm.

Future Fa□ilities

De□elo□□ ent Trun□ Lines – Trunk lines are planned to follow roads. The figure provides the anticipated backbone for OWR sewer conveyance system. A Major southern trunk line is planned to convey flow from future development west of SR-73 to the east and terminate at Pole Canyon. It is anticipated that the major trunk lines will have diameters of 15-24 inches.

Minor collection lines will be provided throughout the development in sizes ranging from 8-12 inches. Capacity will be determined during design with actual slopes. Due to the flat slopes on the east end of the OWR property it is anticipated that trunk lines will be constructed with flow through manholes poured in place around the pipe.

O□site Trun□ Line – A single offsite trunk line has been planned from the eastern boundary of OWR to the treatment plant. Conceptual planning has provided the need for a 36-inch pipe due to slope and anticipated flowrates. Planning calculations have shown that OWR will require all of the capacity of the trunk line. The 36-inch pipe is planned to connect into a 42-inch pipe at Tiffany Lane. The 42-inch pipe was constructed during 2020 and was funded by the Eagle Mountain Founders group.

Future De□elo□□ ent □redit □or Sewer In□rastru□ture □The sewer system capacity will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system It is intended that OWR receive credit for capacity within the facilities that have been built and funded by the Developer above that required for the existing 121 lots within the White Hills Subdivision.

The following Table provides total capacity and remaining capacity for sanitary sewer facilities as constructed or funded by OWR:

Ta□le□ □a□a□ity Su□ □ary

□a□ e	□a□a□ity □g□□ □	E□isting Syste□ □se □g□□ □□ LOS o□220 g□d	OWR Re□ aining □a□a□ity □g□□ □	Re□ aining ER□s □ LOS o□220 g□d
Pole Canyon Blvd 15 -Inch SS to Lift Station	1,375 ID=14.3" S=0.25% n=0.011	46 (3.3%) White Hills	1,329 (96.7%)	3,480
Tyson Pkwy 18-inch SS to 24-inch SS	1,513 ID=17.6" S=0.10% n=0.011	700 (46.2%) Tyson Flows	813 (53.8%)	2,130
Tyson Pkwy 12-inch SS to Pole Canyon	404 ID=11.8" S=0.20% n=0.011	0 (0%)	404 (100%)	1,058
Tyson Pkwy 24-inch SS Extension to Lift Station	5,530 ID=23.3" S=0.20% n=0.009	700 (12.7%) Tyson Flows	4,830 (87.3%)	12,645
Pole Canyon 12-inch HDPE Forcemain	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283
Pole Canyon Lift Station, Ultimate 2,000 gpm	2,000	746 (37.3%) Tyson + White Hills Flows	1,254 (62.7%)	3,283

Treat□ ent – The City will treat future wastewater flows generated within the OWR holdings. The City has identified in Master Planning ongoing improvements at the Waste Water Treatment Plant to adequately process future growth flows.

EXHIBIT H

Storm Water Plan

WEST SIDE SER□I□E □RE□ – STORM DR□I□ F□□ILITIES

The purpose of this document is to provide a basis for the planning and facilities required to provide storm drainage service to the West Side Service Area (WSSA). This document covers the property holdings of Oquirrh Wood Ranch (OWR) and is intended to be the basis for planning infrastructure for the WSSA. The information included will be a guide for development of the drainage facilities in serving both current and future needs. The document will focus primarily on essential system Infrastructure.

The specific objectives of the document include:

- Identify design standards and overall strategies for generated storm water runoff control including Low Impact Development (LID)
- Provide direction for the planning of future facilities throughout OWR

Original White Hills Stor□ Drain Syste□

When the original White Hills subdivision was constructed the conveyance for storm water runoff was adjacent waterways as typical rural development. Roadway generated runoff followed the curb and gutter and discharges into drainage ditches adjacent to SR-73. It appears that there has been past flooding within the cul de sacs low points. To mitigate flooding a curb inlet box has been installed to control runoff from passing through developed residences. It also appears that a large cutoff ditch was constructed to the north of the development to direct Pole Canyon and other hillside runoff away from the subdivision. There appears to be no other drainage systems except for culverts crossing UDOTS SR-73 highway. Historic drainage channels have been removed during the decades of farming and any runoff generated onsite has been distributed to the dry farms in the area.

O□site Drainage □onditions

The pole Canyon drainage area which encompasses approximately 6,900 acres is conveyed primarily through the project area from the mountain watershed. Facilities will be planned to adequately manage the runoff.

□ast Stor□ water Runo□□□nalysis

In May of 2009, Aqua Engineering provided a Storm Drainage Analysis for the OWR property (Pole Canyon Area). The analysis provided for overall conveyance locations, runoff values for the foothills, and other hydrologic information. The analysis assumed strategic concentration points based on topographic natural conveyance points rather than following an alluvial fan regime. This storm drain plan however, should be modified to incorporate recent LID strategies. Also of note, the analysis correctly identifies poor draining soils toward the east of the project where mostly silts are found in the upper soil layers. Special attention must also be followed to avoid placing infrastructure near collapsible soils.

Le□el o□Ser□i□e Re□uire□ ents

The following are level of service requirements as found in the City's 2012 Impact Fee Rate Analysis, Nov 2012:

- Size storm drains to keep water from ponding in streets and intersection during a 10-yr event
- Minimum pipe size of 15-inch
- Evaluate how storm drains will function during a 100-year storm even and identity areas where flooding may occur

- Require detention of all improvements that will limit discharge to calculated pre-developed flows

Detention and retention facilities must be designed to handle the volume from a 100-year storm event.

Strategies □or OWR Stor□ water Runo□□

Due to the closed drainage basin of the Cedar Valley, flat slopes, and soils the storm drain system requires special attention for design. The following are strategies anticipated for storm water runoff:

- Provide LID bio-swales and filter strips where possible to assist in the infiltration of runoff into the soils. These will be best incorporated into larger roadway and industrial corridors behind the sidewalk but can also be modified for more local applications. This strategy has been planned for Pole Canyon Blvd.
- Provide large regional retention ponds within parks where possible to allow for infiltration and dual use.
- Require industrial and commercial developments to provide retention for their development. This was required for the Tyson Foods property.
- Utilize other LID strategies to contain runoff, including sumps, deeper wells, and etc.
- Require residential landowners to contain runoff on their lots.
- Residential development will likely require piping to convey street runoff to regional parks or utilize sumps/LID strategies to disperse the runoff into appropriate soils.

Future Fa□ilities

Conveyance facilities are planned to parallel roadways and run from the west to east. Regional parks have been identified to also act as retention/detention ponds. LID swales and channels will be incorporated into the design of major roadways. Within areas where soils allow for percolation, LID strategies will be analyzed for beneficial use.

The Pole Canyon channel and other smaller canyon channels will be routed through the development. The routing will utilize drainage paths to route potential floods away from private property.

□a□a□ity

Excess storm drain capacity within future constructed facilities, will be utilized by OWR for future development with corresponding impact fee credits or reimbursements being applied to OWR by Eagle Mountain City when third party sub developers of OWR property connect to the system.

EXHIBIT I

Phase 1 Plan

EXHIBIT J
Park Maintenance Agreement

□□□LI□ □□R□ M□I□TE□□□□E □GREEME□T
[park description]

This Public Park Maintenance Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____ (the "Effective Date"), by and between Eagle Mountain City, a political subdivision of the State of Utah ("City"); and _____, a _____ ("HOA"). City and HOA may be referred to herein collectively as "Parties" or individually as a "Party."

RE□IT□LS

A. There is, within the boundaries of the City, a master planned project known as Firefly ("Firefly") which is currently being developed by Oquirrh Wood Ranch, LLC ("Master Developer).

B. As part of Firefly, Master Developer is constructing substantial parks, trails, and open space ("PTOS"). A portion of the PTOS will be dedicated to the City for general public use and enjoyment (collectively the "Public PTOS"). The remainder of the PTOS (collectively the "Private PTOS") will be owned, managed, and/or maintained by the HOA.

C. Master Developer desires that the Public PTOS be maintained to a standard similar to the Private PTOS.

1.

D. The City is willing to allow HOA to maintain certain aspects of the Public PTOS at HOA's cost. Accordingly, this Agreement is in the best interests of the City and the general public with regard to the maintenance of the Public PTOS.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

□GREEME□T

1. **In□or□orations o□Re□itals**. The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **Maintenan□e o□□u□li□ □TOS**. HOA agrees to maintain the Public PTOS as set forth in the attached Exhibit "A" subject to the terms and conditions of this Agreement.

2.

3. **S□o□e o□Maintenan□e□Standards**. The scope and standards of maintenance for the Public PTOS are set forth in the attached Exhibit "B" (collectively the "Maintenance Standards").

4. **Maintenan□e and O□eration □osts**. The Parties agree that maintenance and operation costs for the Public PTOS shall be as follows:

   a. Maintenance Standards. HOA will pay for all of the costs and expenses associated with the Maintenance Standards as set forth in Exhibit "B".

   b. Hardscapes. City shall maintain all hardscapes (asphalt/concrete trails, sidewalks, hard surfaces, parking lots) in the Public PTOS according to the City's general maintenance standards.

SAMPLE

c. Power. City shall pay all of the electricity costs associated with the Public PTOS.

d. Water and Sewer. City shall pay all of the water and sewer costs for the Public PTOS.

3.

5. **Water □sage**. If Master Developer dedicates water rights for any of the Public PTOS to the City then the City shall actually use the dedicated water to service the Public PTOS. HOA shall have access to the City's watering control devices or sprinkler timers for the Public PTOS.

4.

6. **Failure to Meet Maintenan□e Standards**. If HOA fails to maintain the PTOS according to the Maintenance Standards, the City shall provide Notice to the HOA that the Maintenance Standards are not being met, and the HOA shall perform the necessary maintenance in accordance with the Maintenance Standards within 48 hours of Notice. If the HOA fails to perform the maintenance in accordance with the Maintenance Standards after Notice from the City, the City may perform the HOA's maintenance, and the HOA shall reimburse the City for its reasonable costs accrued in performing such maintenance.

7. **Re□orts**. Upon the City's request, HOA shall provide semi-annual reports to City detailing the completion of the maintenance contemplated herein, as well as the HOA's costs and expenses associated with the maintenance under this Agreement.

8. **Ter□ □ O□tional Renewal**. This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"). If, at the end of the Term, HOA is not in default hereunder, HOA may elect, at its discretion and by providing Notice to the City as set forth herein, to renew this Agreement for up to three (3) additional 5-year terms. HOA shall provide Notice to City, prior to the expiration of the expiring term, in order to renew an additional 5-year optional term.

9. **Se□era□ility**. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

10. **□oti□es**: Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

To City: Eagle Mountain City
Attn: City Manager
1650 East Stagecoach Run
Eagle Mountain, UT 84005

To HOA: _____
_____
_____
_____

With a copy to: Oquirrh Wood Ranch, LLC
Attn: Nate Shipp
14034 S. 145 E. Suite 204
Draper, UT 84020
nate@daiutah.com

11. **□□end□ents**. This Agreement may be amended only by a writing executed by HOA and an authorized executive official or representative for City.

SAMPLE

12. **Other □e□essary □□ts**. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

13. **□onstru□tion□Inter□retation**. This Agreement has been reviewed and revised by legal counsel for both the City and HOA, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

14. **Wai□er**. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

15. **Re□ edies**. Any Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

16. **□ttorney Fees**. If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorney fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorney fees shall include, without limitation, costs and attorney fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

17. **□tah Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

18. **□o Third□□arty □ene□i□iaries.** This Agreement is among the Parties. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

19. **For□e Ma□eure.** No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected ("Force Majeure"), including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

5.

20. **Inde□ nity**. City shall indemnify and hold harmless HOA, and each of HOA's respective directors, officers, agents, employees, and contractors ("Indemnitees") from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with any negligence or misconduct of HOA, its directors, officers, agents, employees, and contractors. This Indemnity coverage of this Section 20 shall survive the termination of this Agreement.

21. **Entire □gree□ ent, □ounter□arts and E□hi□its**. Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. Nothing in this integration clause shall affect the validity of other agreements executed among some of the Parties. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Description of Public PTOS

Exhibit B – Maintenance Standards

SAMPLE

22. **Go□ern□ ent Re□ords □□□ess and Manage□ ent □□t**. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by HOA pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with HOA. Any materials for which HOA claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make reasonable efforts to notify HOA of any requests made for disclosure of documents submitted under a claim of business confidentiality.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the Effective Day first written above.

E□GLE MO□□T□I□ □ITY

_____

TOM WESTMORELAND, Mayor

ATTEST

_____

FIONNUALA B. KOFOED, City Recorder

_____

JEREMY COOK, City Attorney
Approved as to form and legality

HO□

Signature: _____

Print Name: _____

Title: _____

SAMPLE

E□HI□IT □
Public PTOS

[Include Map and/or Legal Description]

[if any fixtures or aspects of the Public PTOS are not subject to this maintenance agreement, list here]

SAMPLE

E□HI□IT □

Maintenance Standards

[these standards are generic and may be modified by the parties on a case-by-case basis]

I. Tur□Maintenan□e

1. Mowing and Edging

    a. Turf lawn must not exceed 4” in length and may not be cut shorter than 2.5 inches.

    b. Trim edges of turf lawns at least twice a month or as often as needed to maintain a neat and tidy appearance. Use a blade edger for all turf edges including areas where turf abuts planter beds, curbs, paving, etc.

2. Seeding

    a. Seeding will be done as needed to maintain a thick, healthy turf. Thinning or bare areas shall be seeded on a regular basis, until a thick, healthy turf is established. Overseeding should be completed in conjunction with aerification.

3. Fertilization

    a. There shall be no less than four applications of fertilizer throughout the turf growing season. Fertilizer mixes should be based on the nutrient needs of the turf and soil. Master Developer and/or HOA may determine the appropriate fertilizer for the season.

    b. The spring and fall fertilization applications shall include a pre-emergent herbicide and a broadleaf herbicide.

    c. Inspect the turf monthly for grubs, insect, fungus or rodents and treat with the appropriate remedy until the issue has been resolved.

4. Aeration

    a. All turf grass areas shall be aerified at least once a year.

5. Weed Control

    a. All turf areas shall be maintained weed free. RSL may determine and utilize the most effective methods of weed control.

    b. All native grass areas shall be maintained free of broadleaf weeds.

    c. Use only State-approved herbicides to control weed growth in turf areas.

    d. Turf will receive at least two annual applications of selective broadleaf weed herbicide per year. Application will ideally be executed in the spring and fall months as weather permits.

6. Irrigation

    a. Turf shall be irrigated such that a healthy turf persists and grows vigorously throughout the growing season.

    b. The irrigation system and all its integrated components shall be maintained to function as designed.

    c. An irrigation audit will be performed weekly during the operational season to ensure that the irrigation system is functioning as designed.

SAMPLE

d. All irrigation systems shall be winterized each year prior to November 30th. Winterizing requires compressed air to be blown into each line, where reasonable, fully removing all water and minimizing chance for damage.

II. Tree and Shru Maintenan e

1. All mulched areas around trees and shrubs, including tree wells, shall be maintained weed-free.

2. All dead plant material shall be removed and replaced with the same or similar material.

3. Annual pruning and deadheading of trees, shrubs and grasses shall be performed.

4. All trees, shrubs and plant material shall be watered sufficiently to promote vigorous growth through the growing season.

5. Inspect all trees monthly through the growing season and treat any disease or insect/borer infestation with the appropriate pesticide or fertilizer.

III. layground Maintenan e

1. A biennial playground audit shall be performed by a Certified Playground Safety Inspector (CPSI).

2. Playground equipment must comply with American Society for Testing Materials (ASTM) and U.S. Consumer Product Safety Commission standards (See ASTM F1487-17, ASTM F2223-15, ASTM F1292-17, and CPSC Public Playground Safety Handbook).

3. All playground components that do not comply with the above regulation must be immediately removed from service and repaired.

I . General Maintenan e

1. All loose trash and debris shall be picked up and disposed of on a weekly basis.

2. All trash receptacles and dog waste stations shall be emptied on a weekly basis.

3. Dog waste stations shall always be stocked with disposable bags.

4. Any graffiti or vandalism shall be cleaned up or repaired as soon as possible.

5. All fencing shall be maintained in good repair. Any damaged sections of fence shall be repaired or replaced as soon as possible.

6. City shall provide Master Developer and/or HOA with 30 days' prior written notice (or as soon as reasonably practicable) before closing any Public PTOS for any reason.

SAMPLE

EXHIBIT K

Technical Guidelines

[see following pages]

EXHIBIT L

Data Center Overlay Zone

1. **E□□edited □□□ro□al □ro□ess**

    a. Site Plan Application. Following approval of a development agreement, project applicants shall submit a complete site plan application (required) and a final plat application (if subdividing property as part of the project).

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

        i. The DRC is chaired by the planning director, or his/her designee, and includes, at a minimum, the city attorney, the department heads or an assigned representative from public utilities, engineering, community development, and a representative of Unified Fire Authority. The city council member that is appointed as the board liaison to the DRC will serve as DRC liaison for electronic data management business development projects under the ARMDA. The planning director shall have authority to issue decisions or approvals on behalf of the DRC after consulting with the DRC members.

    c. Permit Approvals. All permit requests (grading, excavation, foundation, footings and/or building permits, etc.), shall be subject to the special approval process set forth herein, are administrative applications, and the DRC has final approval authority for such applications. No public hearings are required. All permits will be reviewed and issued within thirty days of request.

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

    e. Utility Service Approvals. All requests to connect the project to public utilities or other services shall be subject to the administrative approval process set forth herein. No public hearings are required.

    f. Substation Approval. All requests to construct a power utility substation(s) on the property shall be subject to the administrative approval process set forth herein. No public hearings are required.

2. **□er□ itted □ses**

    a. Data Center Use: meaning centralized buildings or groups of buildings with associated power and cooling infrastructure located in a secure campus where computing and networking equipment is situated for the purpose of collecting, storing, processing, distributing, or allowing access to large amounts of data and computer processing twenty-four hours a day seven days a week (each, a "Data Center").

□. **□uilding Height**

    a. Permitted building height is up to 60 feet (exclusive of critical infrastructure equipment or other equipment installed on the roof of the building, together with appropriate screening), not to exceed a total building height (inclusive of equipment located on the roof of the building) of 75 feet. The DRC may approve any building height that is reasonable based upon the specific use, the business needs, and potential impacts to neighboring properties (mainly access to sunlight).

4. **Fen□e**

    a. Up to 10 foot tall perimeter fence, including K-rated or other high security fencing, shall be permitted to be installed around the entirety of the property or development, including where property abuts an arterial or collector road.

5. **Setbacks**

   a. Same as 17.48.060 from RTI Overlay, but with a clarification that the meaning of "adjoining" or "abutting" as referenced in this section of the overlay does not apply to lands that are separated by a public roadway.

6. **Development Standards – Parking**

   a. Same as 17.48.080 from RTI Overlay.

   b. Include the following modification to underlying zone standard (17.40.090): All Data Center uses shall be conducted entirely within a fully enclosed building except those uses deemed by the DRC to be customarily and appropriately conducted outside, or those uses customarily and appropriately located or conducted outside based on applicable industry standards and designs. Such uses include Data Center generators, cooling equipment and other critical infrastructure equipment.

   c. Include the following modification to underlying code section 17.55.120(c) relating to parking chart (in addition to overlay standard): for "Data Center Use: 1 stall per person employed on highest employee shift."

7. **Landscaping**

   a. Same as 17.48.090 of RTI Overlay, with modification to (B) of that section as follows:

      i. "A 20-foot landscaped buffer (water-wise landscaping with a mix of trees and shrubs) shall be required adjacent to residential zones and along all roads. Landscaping is not required behind walls or where it is not visible from a street. This required landscaped buffer shall be permitted to be located within the applicable required setback."

8. **Façade**

   a. Same as 17.48.100 from RTI Overlay.

Any Subdeveloper developing or operating a Data Center in accordance with this Data Center Overlay Zone shall have the same rights as Master Developer set forth in Section 5 (Zoning and Vested Rights) and Section 7 (Application Under City's Future Laws) of the ARMDA.

EXHIBIT M

Legal Description of Property Eligible for Data Center Overlay Zone

A PARCEL OF LAND SITUATE WITHIN EAST HALF OF THE WEST HALF (E-1/2 OF W-1/2) AND THE EAST HALF (E-1/2) OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SECTIONS 15 & 16, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°22'24" WEST, ALONG THE QUARTER SECTION LINE, A DISTANCE OF 2592.46 FEET, TO THE PROPOSED NORTHERLY LINE OF POLE CANYON BOULEVARD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°40'33" WEST, A DISTANCE OF 2619.49 FEET, TO A POINT OF CURVATURE; (2) NORTHWESTERLY ALONG THE ARC OF A 923.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 30°36'36", A DISTANCE OF 493.11 FEET, THE LONG CHORD OF WHICH BEARS NORTH 74°22'15" WEST, A DISTANCE OF 487.26 FEET; (3) NORTH 59°03'57" WEST, A DISTANCE OF 722.41, TO THE EASTERLY LINE OF TYSON PARKWAY, AS SHOWN ON THE TYSON SUBDIVISION, RECORDED AS ENTRY NO.: 95910:2019, MAP NO.: 16725 OF OFFICIAL RECORDS; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 30°56'03" EAST, A DISTANCE OF 389.58 FEET, TO A POINT OF CURVATURE; (2) NORTHEASTERLY ALONG THE ARC OF A 700.00 FOOT-RADIUS CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 30°32'01", A DISTANCE OF 373.04 FEET, THE LONG CHORD OF WHICH BEARS NORTH 15°40'03" EAST, A DISTANCE OF 368.64 FEET; (3) NORTH 0°24'02" EAST, A DISTANCE OF 3998.96 FEET, TO A POINT OF CURVATURE; (4) NORTHEASTERLY ALONG THE ARC OF A 50.00 FOOT-RADIUS CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 90°11'51", A DISTANCE OF 78.71 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°29'58" EAST, A DISTANCE OF 70.83 FEET, TO THE SOUTH LINE OF PROPOSED 4000 NORTH STREET (POLE LINE ROAD); THENCE SOUTH 89°23'59" EAST, ALONG SAID SOUTH LINE BEING 47.00 FEET PERPENDICULARLY DISTANT TO AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 696.00 FEET, TO A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTER QUARTER LINE; THENCE SOUTH 89°24'26" EAST, CONTINUING ALONG SAID SOUTH LINE AND 47.00 FEET PERPENDICULARLY DISTANT SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 2001.11 FEET, TO THE WEST LINE OF THE ROBYN G. WALDEN (ETAL) PARCEL 59:048:0005, BEING AN ALIQUOT LINE OF THE SECTION; THENCE ALONG SAID WALDEN PARCEL AND THE ALIQUOT SECTION LINES THE FOLLOWING TWO (2) COURSES: (1) SOUTH 0°38'09" WEST, A DISTANCE OF 621.50 FEET, TO A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG." MARKING THE NE-NE 1/64TH CORNER; (2) SOUTH 89°23'25" EAST, A DISTANCE OF 669.91 FEET, TO THE N-N 1/64TH CORNER COMMON TO SAID SECTION 15 & 16; THENCE SOUTH 0°22'17" WEST, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTION 15 & 16, A DISTANCE OF 2006.12 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 17,451,106 SQUARE FEET, OR 400.622 ACRES.

EXHIBIT K

firefly



A DA Community

January 4, 2023

DRAFT

STANDARDS AND TECHNICAL GUIDELINES

STANDARDS & TECHNICAL GUIDELINES

A. CONSTRUCTION INSPECTION

Reference: Eagle Mountain City Construction and Design Standards Chapter 3- Inspections

Standards: If a third-party inspector is utilized the City shall waive the project inspection fee. Recording of plats will not be subject to payment of inspection fees in cases where third-party inspector is utilized and inspection fees are waived. Third Party Inspector will also have the ability to GPS As-Built all appurtenances per Eagle Mountain City standards.

B. WATER LINES

Reference: City Construction and Design Standards Chapter 7, Section 7.025 – Water Main Bedding Material

Standards: Master Developer may elect to use bedding sand for water line meeting manufacture recommendations for bedding material. Gradation and sample are to be provided to City Engineer for review.

Reference: City Construction and Design Standards Chapter 7, Section 7.030 – Water Main Type and Locations

Standards: Master Developer may elect to utilize PVC water main line with minimum working pressure rating of 235 psi or DR18 for sizes larger than 12" diameter.

Reference: City Construction and Design Standards Chapter 7, Section 7.030 – Water Main Type and Locations

Standards: Master Developer may elect to utilize HDPE water main line with minimum working, pressure rating of 200 psi or DR11.



C. SEWER

Reference: Eagle Mountain City Construction and Design Standards Chapter 9, Section 9.050 – Manholes Base

Standards: For sewer lines 12" and larger the pipes may be laid through a manhole without the .2" of fall. The manhole shall instead cut out the pipe. This has been approved for improvements for the Tyson Foods and 42-inch sewer from the treatment plant.

D. STORM DRAINS

Standards: Drainage swales will be allowed as part of road cross sections with low impact design (LID) approach for storm water facilities. There will be separate LID standards developed in conjunction with Eagle Mountain City within 12 months of approval.

Reference: City Construction and Design Standards Chapter 10, Section 10.050 – Sumps

Standards: Sumps will be allowed as part of LID approach for storm water facilities.

Standards: Master Developer may elect to implement injection wells and infiltration galleries as part of LID practices. Developer will work with City engineers within 12 months of Eagle Mountain City approval.

Reference: City Construction and Design Standards Chapter 10, Section 10.070 – Storm Water Pollution Prevention Plan

Standards: Developer may elect to prepare an Erosion Control Plan in lieu of a SWPPP. The Erosion Control Plan will be submitted to City Engineer for review and outline BMPs to protect existing drainage swales and culverts from incurring increased sedimentation. BMPs will include as a minimum silt fences, inlet protection, and stabilized construction entrance.



E. ROADWAYS

Reference: City Construction and Design Standards Chapter 12, Section 12.020 – Minimum Road Sections

Standards: The structural road section will be based on recommendations from geotechnical engineering report with minimum asphalt thickness of 3".

Standards: Asphalt lift of 4" shall be allowed with compaction testing.

Standards: Minimum street grade to be 0.50% for roadways with curb and gutter. Rural roadways without curb and gutter to be a minimum of 1.0%.

Standards: Modified curb and gutter shall be allowed for local street sections. The use of modified curb and gutter will also require the use of storm drain inlet grates without hoods.

Standards: For Major Collector and Minor Collector roads a sidewalk/multi-use path will be allowed on one side of the road with allowing for wider drainage swale on opposite side of road as part of LID drainage facilities.

Standards: The structural road section will be based on recommendations from geotechnical engineering report with minimum asphalt thickness of 3".

F. DRY UTILITIES

Reference: Eagle Mountain City Construction and Design Standards

Standards: Overhead power for transmission and distribution within CPA and IPA areas are allowed to be overhead.

G. LOT SIZE TRANSITIONING

Reference: Eagle Mountain City Code Chapter 17.60.150, Lot Size Transitioning

Standards: In Neighborhood Planning Areas (NPAs) 2 and 4 as depicted on the Firefly Land Use Map, a street with lots on both sides of the street of at least 10,000 square feet in size shall abut the existing White Hills Subdivision, Plats A, B, and C. No additional lot size transition areas are required.

H. GARAGES

Reference: Eagle Mountain City Code Chapter 17..25.050 C, Parking and Garage Dimensions

Standards: All 2-car garage sizes will be a minimum of 20' x 20' from the outside dimensions.

I. OUTDOOR LIGHTING

Reference: Eagle Mountain City Code Section 17.56, Outdoor Lighting Standards

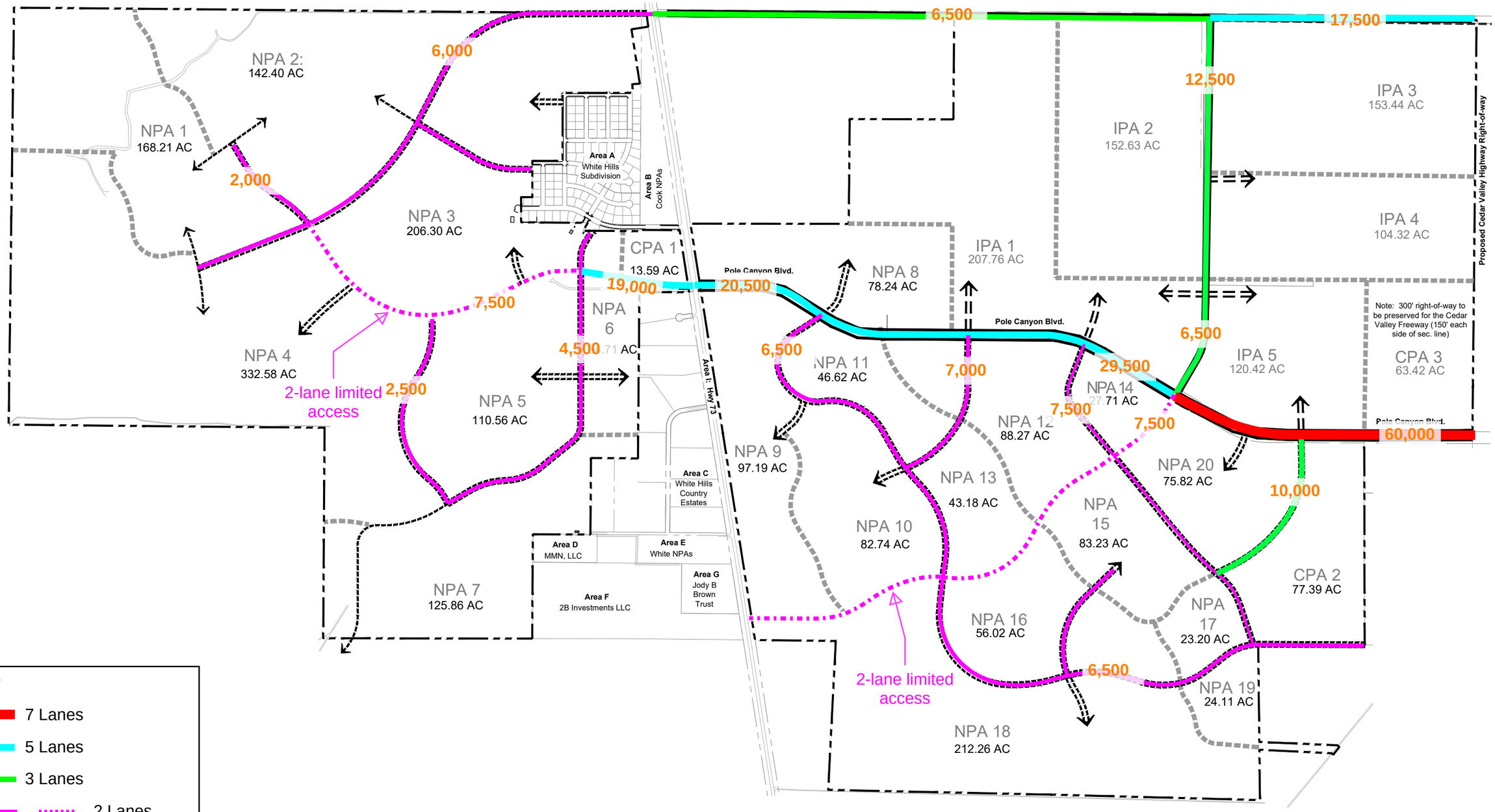
Standards: Master Developer may elect to use outdoor lighting for public art structure, amenities, entrance signs, or other similar features that do not comply with the City's Outdoor Lighting Standards. Any deviations in outdoor lighting standards shall be altered only to the extent necessary to accomplish Master Developer's intent with regard to lighting the public art structures, amenities, entrance signs, or other similar features.

J. PARK, TRAILS, AND OPEN SPACE (PTOS)

Reference: Eagle Mountain City Code Sections 16.35, 16.10, 16.30, 17.72, 17.25.050 L, and all other City standards or requirements regarding the design, construction, maintenance, or dedication of parks, trails, or open space.

Standards: Master Developer shall design, construct, and maintain PTOS within Firefly as established in the PTOS Plan of the Community Plan (Section 03). All other City standards and requirements regarding PTOS are otherwise waived as to Firefly and the only PTOS standards shall be as set forth in the PTOS Plan.





HALES ENGINEERING
innovative transportation solutions

Roadway Sizing

Eagle Mountain Pole Canyon TS

N

DATE 05/02/2022

PROJECT UT21-1979

Engineering Department
2565 North Sweetwater Road
Eagle Mountain City, Utah 84005
(801) 789-6671

MEMORANDUM

TO: Eagle Mountain Planning Staff

From: Chris Trusty, City Engineer

Date: January 10, 2023

Re: Firefly Traffic Impact Study

Eagle Mountain City staff received a memorandum from Hales Engineering on January 9, 2023 as a supplement to a previously submitted TIS. This memorandum specifically addressed the needed intersection configuration between SR 73 and Tyson Parkway.

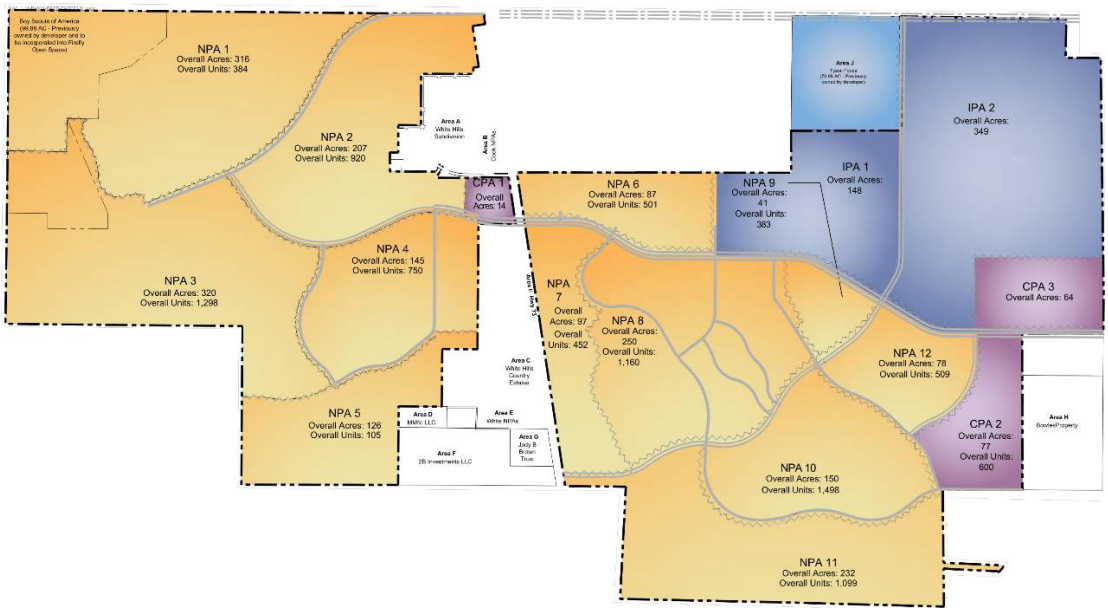
In reviewing the memorandum, one intersection is shown to fail to meet acceptable level of service (LOS) during the morning peak. The same intersection, as well as another intersection only meet an LOS of d for the morning and evening peaks. It would appear that the main cause for these lower levels of service would be that both intersections are minor streets with right turn only at Pole Canyon Boulevard in order to comply with the minimum intersection spacing requirement for Pole Canyon Blvd. I believe that with failing conditions, drivers would be more likely to travel west to Firefly Drive and then to the intersection of Pole Canyon Blvd. and that these particular intersections would perform above failing conditions.

In conclusion, I feel comfortable with the recommendations included in the Hales Engineering Pole Canyon Intersection Configurations memorandum and with the conclusions and recommendations made in the previously submitted Pole Canyon/ Firefly Traffic Impact Study. Further as this is a large MDA and improvements are likely to take place over the next 20 years or more that as additional phases are submitted in the future that the TIS be routinely revisited and updated as changes occur.

HALES ENGINEERING
innovative transportation solutions

Pole Canyon Master Plan

Traffic Impact Study



Eagle Mountain, Utah

March 8, 2023

UT23-2423

LICENSED PROFESSIONAL ENGINEER
NO. 12335093
JOSHUA D. GIBBONS
03/08/2023
STATE OF UTAH

1220 North 500 West, Ste. 202 Lehi, UT 84043 p 801.766.4343
www.halesengineering.com

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Pole Canyon Master Plan development located in Eagle Mountain, Utah. The development is located south of 4000 North, on both the east and west of S.R. 73.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2023), future (2030), future (2040) and future (2050) conditions with and without the proposed project and to recommend mitigation measures as needed. The morning and evening peak hour level of service (LOS) results are shown in Table ES-1. Recommended storage lengths are shown in Table ES-2. An exhibit of the proposed mitigated roadway network is shown in Figure ES-1. A site plan of the project is provided in Appendix A.

Table ES-1: Peak Hour Level of Service Results

	Intersection	Level of Service																					
		2023		Future (2030)				Future (2040)								Future (2050)							
		BG		BG		PP		BG				PP				BG				PP			
		AM	PM	AM	PM	AM	PM	AM	AM Mit.	PM	PM Mit.	AM	AM Mit.	PM	PM Mit.	AM	AM Mit.	PM	PM Mit.	AM	AM Mit.	PM	PM Mit.
1	Eagle Mountain Boulevard / S.R. 73	c	f	c	f	f	f	f	C	f	C	E	C	E	C	D	C	E	C	D	D	D	D
2	4000 North / S.R. 73	a	a	a	b	f	f	b	b	b	b	f	C	f	C	c	c	c	c	C	C	D	D
3	Tyson Parkway / 4000 North	a	a	a	a	b	f	a	a	a	a	C	C	C	C	b	b	b	b	C	C	C	C
4	Pole Canyon Boulevard / S.R. 73	a	a	a	a	f	f	a	a	a	a	D	C	D	D	a	b	a	b	C	C	C	D
5	Tyson Parkway / Pole Canyon Boulevard	a	a	a	a	f	f	a	a	a	a	B	C	E	D	a	a	a	a	C	C	E	D
6	16000 West / Pole Canyon Boulevard	a	a	a	a	c	f	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7	West Spine Road / Pole Canyon Boulevard	-	-	-	-	-	-	-	-	-	-	a	a	a	a	-	-	-	-	a	a	c	c
8	W. NPA 4 Road / Pole Canyon Boulevard	-	-	-	-	-	-	-	-	-	-	a	a	a	a	-	-	-	-	a	a	b	b
9	NPA 2 & 4 Road / Pole Canyon Boulevard	-	-	-	-	a	f	-	-	-	-	b	b	a	b	-	-	-	-	c	b	c	d
10	CPA 1 & NPA 2 Road / Pole Canyon Boulevard	-	-	-	-	c	f	-	-	-	-	b	a	d	a	-	-	-	-	a	a	a	a
11	NPA 6 Road / Pole Canyon Boulevard	-	-	-	-	d	f	-	-	-	-	a	A	a	A	-	-	-	-	a	a	a	c
12	East Loop Road / Pole Canyon Boulevard	-	-	-	-	f	f	-	-	-	-	B	B	A	A	-	-	-	-	B	B	B	B
13	Firefly Drive / Pole Canyon Boulevard	-	-	-	-	c	f	-	-	-	-	A	A	A	A	-	-	-	-	A	A	C	A
14	East Spine Road / Pole Canyon Boulevard	-	-	-	-	a	f	-	-	-	-	a	a	a	a	-	-	-	-	a	a	f	a
15	NPA 9 & IPA 1 Road / Pole Canyon Boulevard	-	-	-	-	f	f	-	-	-	-	A	A	B	B	-	-	-	-	A	A	D	B
16	NPA 9 Road / Pole Canyon Boulevard	-	-	-	-	a	f	-	-	-	-	a	a	f	b	-	-	-	-	b	c	f	d
17	IPA 1 & 2 Road / Tyson Parkway	-	-	-	-	a	f	-	-	-	-	a	b	f	c	-	-	-	-	c	b	f	c
18	Mid IPA 2 Road / Tyson Parkway	-	-	-	-	a	f	-	-	-	-	a	a	f	b	-	-	-	-	a	b	b	b
19	North IPA 2 Road / 4000 North	-	-	-	-	a	f	-	-	-	-	c	c	c	c	-	-	-	-	c	c	d	d
20	4000 North / Cedar Valley Expressway	-	-	-	-	-	-	f	B	f	B	C	C	D	D	-	-	-	-	-	-	-	-
21	SB Cedar Valley Hwy Ramps / 4000 North	-	-	-	-	-	-	-	-	-	-	-	-	-	-	a	a	a	a	c	c	c	c
22	NB Cedar Valley Hwy Ramps / 4000 North	-	-	-	-	-	-	-	-	-	-	-	-	-	-	a	a	a	a	c	c	d	d
23	Commercial Boundary Rd / Pole Canyon Blvd	-	-	-	-	f	f	-	-	-	-	F	C	F	D	-	-	-	-	C	C	D	D
24	CPA 3 Road / Pole Canyon Boulevard	-	-	-	-	c	f	-	-	-	-	f	a	f	f	-	-	-	-	b	b	f	f
25	Pole Canyon Blvd / Cedar Valley Expressway	-	-	-	-	-	-	d	B	f	B	-	-	-	-	-	-	-	-	-	-	-	-
26	Cedar Valley Hwy Ramps / Pole Canyon Blvd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	C	C	E	C
27	Firefly Drive / East Loop Road	-	-	-	-	a	a	-	-	-	-	a	a	a	a	-	-	-	-	a	a	a	a
28	East Spine Road / Tyson Parkway	-	-	-	-	a	f	-	-	-	-	a	b	a	b	-	-	-	-	a	a	b	b
39	NPA 9 & 12 Road / Tyson Parkway	-	-	-	-	a	f	-	-	-	-	a	a	b	c	-	-	-	-	a	b	c	c
30	N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	-	-	-	-	a	f	-	-	-	-	f	A	f	A	-	-	-	-	A	A	A	A
31	S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	-	-	-	-	a	f	-	-	-	-	f	A	f	B	-	-	-	-	A	A	A	A
32	Commercial Boundary Road / East Spine Road	-	-	-	-	-	-	-	-	-	-	a	A	b	A	-	-	-	-	A	A	A	A
33	Tyson Parkway / S.R. 73	-	-	-	-	a	a	a	a	a	a	a	a	a	a	a	a	a	a	a	a	b	a
34	East Loop Road / Tyson Parkway	-	-	-	-	a	a	-	-	-	-	a	a	a	a	-	-	-	-	a	a	a	a
35	East Loop Road / East Spine Road	-	-	-	-	-	-	-	-	-	-	a	a	a	a	-	-	-	-	a	a	a	b
36	CPA 1 Road / Pole Canyon Boulevard	-	-	-	-	-	-	-	-	-	-	b	A	e	B	-	-	-	-	A	A	C	C

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

2. BG = Background (without project traffic), PP = Plus Project (with project traffic), Mit. = mitigated scenario

Source: Hales Engineering, February 2023

Table ES-2: Recommended Storage Length

	Intersection	Recommended Storage Lengths (feet)															
		Northbound				Southbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
1	Eagle Mountain Boulevard / S.R. 73	-	-	-	325	-	275	-	100	-	100	-	-	275	425	-	100
2	4000 North / S.R. 73	-	100	-	-	-	-	-	125	-	300	-	100	-	-	-	300
3	Tyson Parkway / 4000 North	100	250	-	225	-	150	-	125	-	150	-	150	-	225	-	225
4	Pole Canyon Boulevard / S.R. 73	-	100	-	-	100	325	-	-	-	150	-	100	140	150	-	350
5	Tyson Parkway / Pole Canyon Boulevard	-	200	-	325	-	300	-	100	-	200	-	-	-	325	-	125
9	NPA 2 & 4 Road / Pole Canyon Boulevard	-	-	-	100	-	-	-	100	-	100	-	-	-	100	-	-
12	East Loop Road / Pole Canyon Boulevard	-	175	-	100	-	175	-	100	-	100	-	100	-	175	-	100
13	Firefly Drive / Pole Canyon Boulevard	-	-	-	100	-	-	-	-	-	-	-	100	-	175	-	-
15	NPA 9 & IPA 1 Road / Pole Canyon Boulevard	-	225	-	125	-	250	-	100	-	100	-	100	-	275	-	100
17	IPA 1 & 2 Road / Tyson Parkway	-	100	-	100	-	100	-	100	-	-	-	100	-	-	-	100
18	Mid IPA 2 Road / Tyson Parkway	-	-	-	100	-	100	-	-	-	-	-	-	-	-	-	100
19	North IPA 2 Road / 4000 North	-	-	-	125	-	-	-	-	-	-	-	100	-	100	-	-
21	SB Cedar Valley Hwy Ramps / 4000 North	-	-	-	-	-	-	-	250	-	-	-	100	-	100	-	-
22	NB Cedar Valley Hwy Ramps / 4000 North	-	-	-	100	-	-	-	-	-	175	-	-	-	-	-	100
23	Commercial Boundary Rd / Pole Canyon Blvd	-	250	-	225	-	500	-	300	-	425	-	350	-	500	-	350
24	CPA 3 Road / Pole Canyon Boulevard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100
26	Cedar Valley Hwy Ramps / Pole Canyon Blvd	-	100	-	100	-	275	-	525	-	325	-	100	-	125	-	100
27	Firefly Drive / East Loop Road	-	-	-	-	-	-	-	100	-	-	-	-	-	-	-	-
28	East Spine Road / Tyson Parkway	-	-	-	100	-	-	-	100	-	100	-	-	-	100	-	-
29	NPA 9 & 12 Road / Tyson Parkway	-	100	-	-	-	100	-	-	-	-	-	100	-	-	-	100
33	Tyson Parkway / S.R. 73	-	100	-	100	-	100	-	100	-	-	-	-	-	-	-	100
34	East Loop Road / Tyson Parkway	-	100	-	100	-	100	-	100	-	100	-	-	-	100	-	-

1. Storage lengths are based on 2050 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, February 2023

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

- The development will consist of residential units, retail/commercial uses, industrial uses, and a park
- The full project is anticipated to generate approximately 72,083 new external weekday daily trips, including 4,995 trips in the morning peak hour, and 7,878 trips in the evening peak hour
- The following auxiliary lanes are recommended on S.R. 73:
  - 4000 North / S.R. 73: NB left-turn and SB right-turn
  - Pole Canyon Boulevard / S.R. 73: NB left-turn and SB right-turn
  - Tyson Parkway / S.R. 73: NB and SB left- and right-turns and a WB-to-NB acceleration lane
- The shifting of 271 units from NPA 10 to NPA 12 and a right-in/right-out access from NPA 12 onto Pole Canyon Blvd are under consideration and were analyzed. It is not anticipated that these would have a significant impact.
- A connection from CPA 1 to Wilson Lane is also under consideration. It is anticipated that the affected intersections would continue to operate at an acceptable LOS.
- While a connection was assumed through the Brown's Meadow access to the development, this connection is not necessary for the acceptable operation of the Pole Canyon development roadway network

2023	Background	
Findings	• Poor LOS at the Eagle Mtn Blvd / S.R. 73 intersection	
Mitigations	• None; install a signal when warranted eventually	
2030	**Background**	**Plus Project**
Assumptions	• None	• NPA 4-9, CPA 2-3, and IPA 1-2 complete
Findings	• Poor LOS at the Eagle Mtn Blvd / S.R. 73 intersection	• Poor LOS at multiple intersections

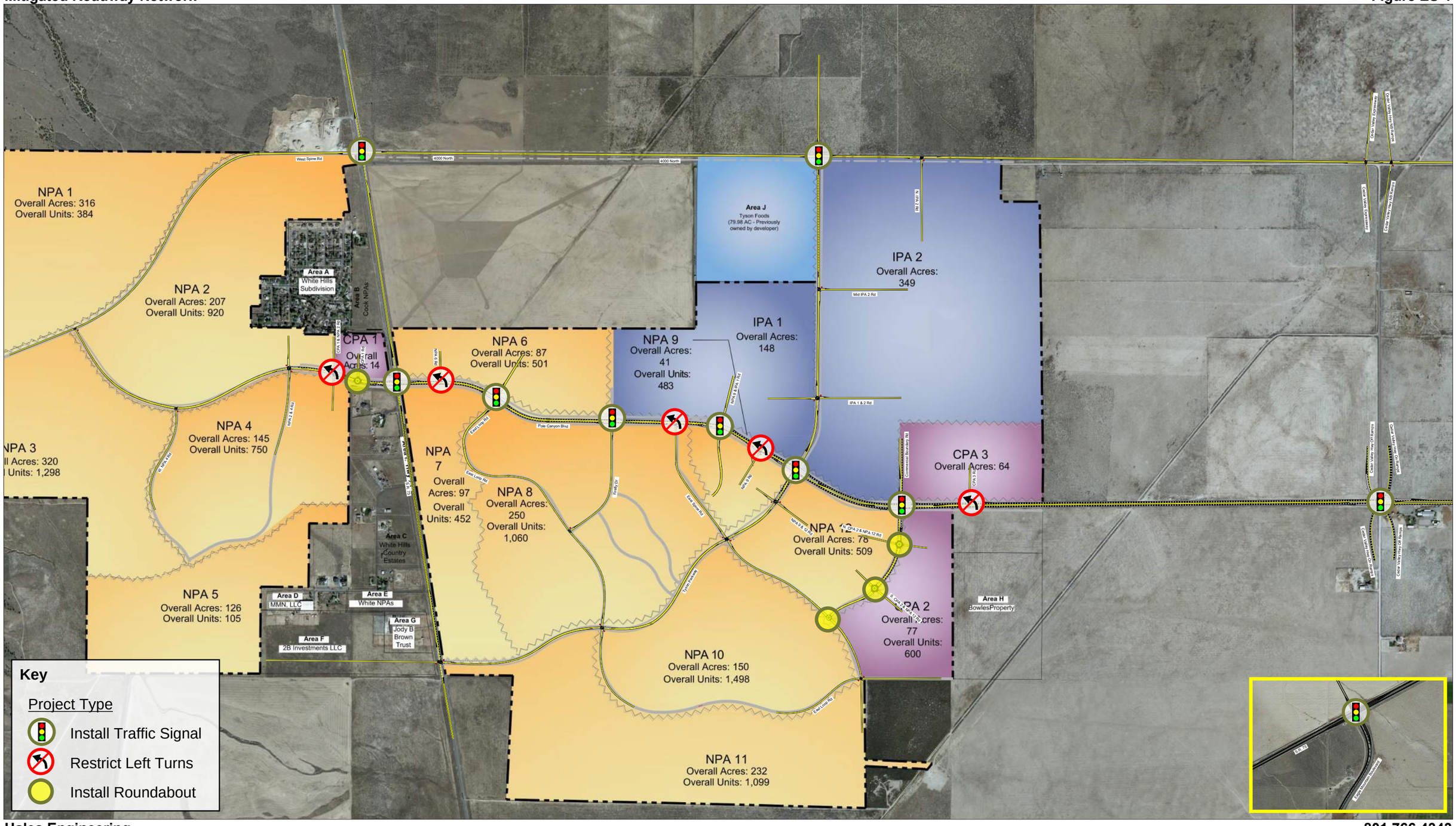
Mitigations	• None; install a signal when warranted eventually	• Install separate RT pockets to ensure adequate flow on stop-controlled approaches at all major stop-controlled intersections
		• **Construct the Cedar Valley Expressway and extend to Pole Canyon Boulevard**
		• **Eagle Mountain Blvd / S.R. 73:**
		  ○ Install traffic signal and WB dual left-turn lanes
		  ○ Needed without the project in 2040
		• **Pole Canyon Blvd / S.R. 73:**
		  ○ Install SB dual left-turn lanes
		  ○ A shared eastbound thru/right-turn lane will be adequate here
		• **Pole Canyon Blvd:**
		  ○ Widen to 5 lanes between S.R. 73 and NPA 9 & IPA 1 Rd and east of Cedar Valley Expressway
		  ○ Widen to 7 lanes from NPA 9 Rd to Cedar Valley Expressway
		• **East Loop Rd / Pole Canyon Blvd:**
		  ○ Install traffic signal
		• **Firefly Dr / Pole Canyon Blvd:**
		  ○ Install traffic signal
		• **NPA 9 & IPA 1 Rd / Pole Canyon Blvd:**
		  ○ Install traffic signal
		• **Tyson Pkwy / Pole Canyon Blvd:**
		  ○ Install traffic signal
		  ○ Implement WB permissive/protected left-turn phasing
		• **Tyson Pkwy / 4000 North:**
		  ○ Install traffic signal
		• **Commercial Boundary Rd / Pole Canyon Blvd:**
		  ○ Install traffic signal
		  ○ Install EB and SB dual left-turn lanes
		  ○ Implement SB right-turn overlap phasing
		• **Cedar Valley Expressway:**
		  ○ Widen to 7 lanes through study area
		• **4000 North / Cedar Valley Expressway:**
		  ○ Install traffic signal
		  ▪ This improvement is needed in 2040 without the project
		  ○ Install EB dual left-turn lanes
		  ○ Implement SB permissive/protected left-turn phasing
		• **Pole Canyon Blvd / Cedar Valley Expressway:**

		○ This intersection may need an innovative design, such as a continuous flow intersection (CFI) or grade separation.
2040	**Background**	**Plus Project**
Assumptions	• Cedar Valley Expressway complete along 16000 West alignment • Tyson Pkwy extended north of 4000 North	• All except NPA 3 complete
Findings	• Poor LOS at the Eagle Mtn Blvd / S.R. 73, 4000 North / Cedar Valley Expressway, and Pole Canyon Blvd / Cedar Valley Expressway intersections	• Poor LOS at multiple intersections
Mitigations	• **Eagle Mountain Blvd / S.R. 73:** ○ Install traffic signal ○ Install WB dual left-turn lanes ○ Install NB dual right-turn lanes • **Pole Canyon Blvd / Cedar Valley Expressway:** ○ Install traffic signal • **4000 North / Cedar Valley Expressway:** ○ Install traffic signal	• **S.R. 73:** ○ Widen to 5 lanes near Eagle Mountain Blvd ▪ Needed without the project in 2050 • **4000 North & West Spine Rd / S.R. 73** ○ Install traffic signal ○ Implement SB permissive/protected left-turn phasing • **Tyson Pkwy / Pole Canyon Blvd:** ○ Install WB dual left-turn lanes ▪ This will require an additional receiving lane on Tyson Pkwy, which may end as a trap right-turn at NPA 9 & 12 Rd ○ Install SB dual left-turn lanes • **Commercial Boundary Rd / Pole Canyon Blvd:** ○ Install NB and WB dual left-turn lanes ○ Install NB dual right-turn lanes ▪ An alternative could be to install a channelized free right-turn lane • **Commercial Boundary Rd:** ○ Widen to 5 lanes from Pole Canyon Blvd to S. CPA 2 & NPA 12 Rd • **N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd:** ○ Construct roundabout • **S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd:** ○ Construct roundabout • **Commercial Boundary Rd / East Spine Rd:** ○ Construct roundabout • **CPA 1 Rd / Pole Canyon Blvd:** ○ Construct roundabout • **CPA 1 & NPA 2 Rd / Pole Canyon Blvd:** ○ Restrict NB and SB left turns • **Pole Canyon Blvd:** ○ Widen to 5 lanes from NPA 2 & 4 Rd to S.R. 73

2050	Background	Plus Project
Assumptions	• Cedar Valley Freeway complete	• Full build • **The following lane configuration is recommended at the Cedar Valley Fwy / Pole Canyon Blvd interchange:** ○ Triple EB left-turn lanes ○ A single EB thru lane ○ Dual NB and SB left-turn lanes ○ Dual SB right-turn lanes ○ Three WB thru lanes ○ Dual WB left-turn lanes
Findings	• Poor LOS at the Eagle Mtn Blvd / S.R. 73 intersection	• Poor LOS at multiple intersections
Mitigations	• **S.R. 73:** ○ Widen to 5 lanes near Eagle Mtn Blvd	• **Tyson Pkwy / Pole Canyon Blvd:** ○ Implement EB permissive/protected left-turn phasing

Eagle Mountain - Pole Canyon Master Plan TIS
Mitigated Roadway Network

Figure ES-1



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I. INTRODUCTION

A. Purpose

This study addresses the traffic impacts associated with the proposed Pole Canyon Master Plan development located in Eagle Mountain, Utah. The proposed project is located south of 4000 North, on both the east and west of S.R. 73. Figure 1 shows a vicinity map of the proposed development.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2023), future (2030), future (2040), and future (2050) conditions with and without the proposed project and to recommend mitigation measures as needed.

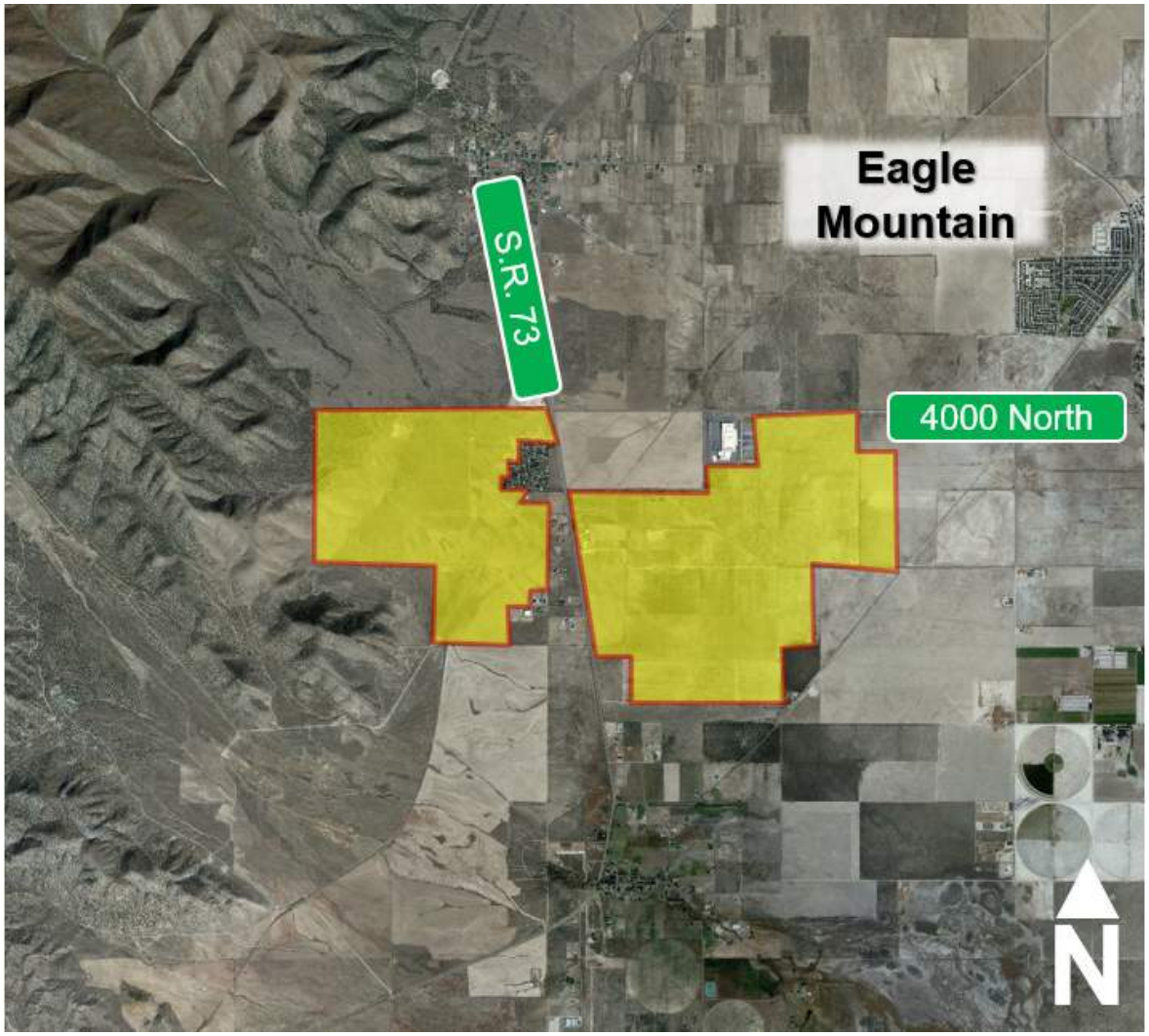

Figure 1: Vicinity map showing the project location in Eagle Mountain, Utah

B. Scope

The study area was defined based on conversations with the development team. This study was scoped to evaluate the traffic operational performance impacts of the project on the following intersections:

- Eagle Mountain Boulevard / S.R. 73
- 4000 North / S.R. 73
- Tyson Parkway / 4000 North
- Pole Canyon Boulevard / S.R. 73
- Tyson Parkway / Pole Canyon Boulevard
- Pole Canyon Boulevard / Cedar Valley Freeway
- Tyson Parkway / S.R. 73
- 4000 North / Cedar Valley Freeway
- Project Intersections (28)

C. Analysis Methodology

Level of service (LOS) is a term that describes the operating performance of an intersection or roadway. LOS is measured quantitatively and reported on a scale from A to F, with A representing the best performance and F the worst. Table 1 provides a brief description of each LOS letter designation and an accompanying average delay per vehicle for both signalized and unsignalized intersections.

The *Highway Capacity Manual* (HCM), 6th Edition, 2016 methodology was used in this study to remain consistent with "state-of-the-practice" professional standards. This methodology has different quantitative evaluations for signalized and unsignalized intersections. For signalized, roundabout, and all-way stop-controlled (AWSC) intersections, the LOS is provided for the overall intersection (weighted average of all approach delays). For all other unsignalized intersections, LOS is reported based on the worst movement.

Using Synchro/SimTraffic software, which follow the HCM methodology, the peak hour LOS was computed for each study intersection. Multiple runs of SimTraffic were used to provide a statistical evaluation of the interaction between the intersections. The detailed LOS reports are provided in Appendix C. Hales Engineering also calculated the 95th percentile queue lengths for the study intersections using SimTraffic. The detailed queue length reports are provided in Appendix D.

D. Level of Service Standards

For the purposes of this study, a minimum acceptable intersection performance for each of the study intersections was set at LOS D. If levels of service E or F conditions exist, an explanation and/or mitigation measures will be presented. A LOS D threshold is consistent with "state-of-the-practice" traffic engineering principles for urbanized areas.

Table 1: Level of Service Description

LOS		Description of Traffic Conditions	Average Delay (seconds/vehicle)	
			Signalized Intersections	Unsignalized Intersections
A		Free Flow / Insignificant Delay	≤ 10	≤ 10
B		Stable Operations / Minimum Delays	> 10 to 20	> 10 to 15
C		Stable Operations / Acceptable Delays	> 20 to 35	> 15 to 25
D		Approaching Unstable Flows / Tolerable Delays	> 35 to 55	> 25 to 35
E		Unstable Operations / Significant Delays	> 55 to 80	> 35 to 50
F		Forced Flows / Unpredictable Flows / Excessive Delays	> 80	> 50

Source: Hales Engineering Descriptions, based on the *Highway Capacity Manual* (HCM), 7th Edition, 2023 Methodology (Transportation Research Board)

II. EXISTING (2023) BACKGROUND CONDITIONS

A. Purpose

The purpose of the background analysis is to study the intersections and roadways during the peak travel periods of the day with background traffic and geometric conditions. Through this analysis, background traffic operational deficiencies can be identified, and potential mitigation measures recommended. This analysis provides a baseline condition that may be compared to the build conditions to identify the impacts of the development.

B. Roadway System

The primary roadways that will provide access to the project site are described below:

S.R. 73 – is a state-maintained roadway (classified by UDOT access management standards as a "Regional – Rural Importance" facility, or access category 4 roadway). The roadway has one travel lane in each direction. As identified and controlled by UDOT, this roadway has minimum signalized intersection spacing of one-quarter mile (2,640 feet), minimum unsignalized street spacing of 660 feet, and minimum driveway spacing of 500 feet. The posted speed limit is 65 mph in the study area.

Pole Canyon Boulevard – is a city-maintained roadway which is classified by the Eagle Mountain Transportation Master Plan (September 2022) as a minor collector. The roadway has one travel lane in each direction. The posted speed limit is 40 mph in the study area.

Tyson Parkway – is a city-maintained roadway which is classified by the Eagle Mountain Transportation Master Plan (September 2022) as a minor collector. The roadway has one travel lane in each direction with a two-way left-turn lane (TWLTL) north of Tyson Parkway. The posted speed limit is 35 mph in the study area.

4000 North – is a city-maintained roadway which is classified by the Eagle Mountain Transportation Master Plan (September 2022) as a minor collector. The roadway has one travel lane in each direction. The posted speed limit is 30 mph in the study area.

C. Traffic Volumes

Weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak period traffic counts were performed at the following intersections:

- Eagle Mountain Boulevard / S.R. 73
- 4000 North / S.R. 73
- Tyson Parkway / 4000 North
- Pole Canyon Boulevard / S.R. 73
- Tyson Parkway / Pole Canyon Boulevard
- 16000 West / Pole Canyon Boulevard

The counts were performed on Wednesday, January 11, 2023. The morning peak hour was determined to be between 7:00 and 8:00 a.m., and the evening peak hour was determined to be between 4:30 and 5:30 p.m. The evening peak hour volumes were approximately 11% higher than the morning peak hour volumes. Both the morning and evening peak hour volumes were used in the analysis. Detailed count data are included in Appendix B.

Hales Engineering made seasonal adjustments to the observed traffic volumes. Monthly traffic volume data were obtained from a nearby UDOT automatic traffic recorder (ATR) on S.R 73 (ATR #626). In recent years, traffic volumes in January have been equal to approximately 87% of average traffic volumes. The observed traffic volumes were adjusted accordingly to determine average turning movement counts at the study intersections.

Figure 2 shows the existing morning and evening peak hour volumes as well as intersection geometry at the study intersections.

D. Level of Service Analysis

Hales Engineering determined that the Eagle Mountain Boulevard / S.R. 73 intersection is currently operating at poor levels of service during the evening peak hour, as shown in Table 2. These results serve as a baseline condition for the impact analysis of the proposed development during existing (2023) conditions.

Table 2: Existing (2023) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	NB Stop	c (23.1) / NBL	f (>50) / NBL
4000 North / S.R. 73	WB Stop	a (4.9) / EBL	a (8.1) / WBL
Tyson Parkway / 4000 North	NB Stop	a (4.2) / NBL	a (4.5) / NBL
Pole Canyon Boulevard / S.R. 73	EB/WB Stop	a (3.6) / WBL	a (4.4) / WBL
Tyson Parkway / Pole Canyon Boulevard	SB Stop	a (5.0) / SBL	a (4.7) / SBL
16000 West / Pole Canyon Boulevard	NB/SB Stop	a (4.8) / SBT	a (5.9) / SBT

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

Eagle Mountain - Pole Canyon Master Plan TIS
Existing (2023) Background

Morning Peak Hour
Figure 2a



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Existing (2023) Background

Evening Peak Hour
Figure 2b



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E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the morning and evening peak hour are summarized as follows:

- Eagle Mountain Boulevard / S.R. 73:
  - Northbound: 125 feet

F. Mitigation Measures

A signal is not warranted at the Eagle Mountain Boulevard / S.R. 73 intersection. Therefore, it was not assumed for this analysis. It is recommended that a signal be installed at the intersection when warranted.

III. FUTURE (2030) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2030) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified, and potential mitigation measures recommended.

B. Roadway Network

According to the Mountainland Association of Governments (MAG) Regional Transportation Plan, there are no projects planned before 2030 in the study area. Therefore, no changes were made to the roadway network for the future (2030) analysis.

C. Traffic Volumes

Hales Engineering obtained future (2030) forecasted volumes from the Wasatch Front Regional Council (WFRC) / MAG travel demand model. Peak period turning movement counts were estimated using National Cooperative Highway Research Program (NCHRP) 255 methodologies which utilize existing peak period turn volumes and future average weekday daily traffic (AWDT) volumes to project the future turn volumes at the major intersections. Future (2030) morning and evening peak hour turning movement volumes are shown in Figure 3.

D. Level of Service Analysis

Hales Engineering determined that the Eagle Mountain Boulevard / S.R. 73 intersection is anticipated to operate at poor levels of service during the evening peak hours in future (2030) background conditions, as shown in Table 3. These results serve as a baseline condition for the impact analysis of the proposed development for future (2030) conditions.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the morning and evening peak hour are summarized as follows:

- Eagle Mountain Blvd / S.R. 73:
  - Westbound: 175 feet

F. Mitigation Measures

A signal is not warranted at the Eagle Mountain Boulevard / S.R. 73 intersection. Therefore, it was not assumed for this analysis. It is recommended that a signal be installed at the intersection when warranted.

Eagle Mountain - Pole Canyon Master Plan TIS
Future (2030) Background

Morning Peak Hour
Figure 3a



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Eagle Mountain - Pole Canyon Master Plan TIS
Future (2030) Background

Evening Peak Hour
Figure 3b



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Table 3: Future (2030) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	NB Stop	c (20.8) / NBL	f (>50) / NBL
4000 North / S.R. 73	WB Stop	a (8.1) / WBL	b (12.8) / WBL
Tyson Parkway / 4000 North	NB Stop	a (5.2) / NBL	a (5.3) / NBL
Pole Canyon Boulevard / S.R. 73	EB/WB Stop	a (7.9) / WBT	a (9.0) / EBT
Tyson Parkway / Pole Canyon Boulevard	SB Stop	a (5.3) / SBL	a (5.2) / SBL
16000 West / Pole Canyon Boulevard	NB/SB Stop	a (5.9) / NBT	a (5.5) / NBT

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

IV. PROJECT CONDITIONS

A. Purpose

The project conditions discussion explains the type and intensity of development. This provides the basis for trip generation, distribution, and assignment of project trips to the surrounding study intersections defined in Chapter I.

B. Project Description

The proposed Pole Canyon Master Plan development is located south of 4000 North, on both the east and west sides of S.R. 73. The development will consist of residential detached and attached single-family units as well as apartment units, retail/commercial uses, industrial uses, and a park with soccer fields and pickleball courts.

The exact mix of residential types is unknown as of this writing, as well as what the industrial and commercial uses might include. For this reason, a generic shopping center land use was assumed for most commercial uses and a generic industrial park land use was assumes for the industrial areas. Some restaurants are anticipated in NPA 9, and while there will likely be others in the commercial areas, no estimates were given for the number of restaurants in these areas and were placed under a general commercial / retail use. Residential types were based on projected densities for each pod, some of which may contain a mix of these types. To simplify these unknown variations, a single type of housing product was assumed for each pod corresponding with the over projected density of each one.

The project will be phased in over the next several years. It is anticipated that NPA 4 through 9, CPA 3, the residential portion of CPA 2, and IPA 1 and 2 will be built by 2030. By 2040, it is anticipated that all but NPA 3 will be built. Full build was assumed by 2050. A concept plan for the proposed development is provided in Appendix A. The proposed land use for the development has been identified in Table 4.

It is worth noting that, as of the time of this writing, an option is being considered to transfer approximately 100 units from NPA 10 to NPA 12. Given the unknown status of the option at this time, it was not analyzed, but it is likely that it would have minimal impact on the overall results of the study.

Table 4: Project Land Uses

Land Use	Intensity
Single-family detached housing	6,168 Units
Townhomes	2,891 Units
Apartments	600 Units
Commercial / Retail	1,256,000 sq. ft.
Industrial Park (Excluding Tyson)	4,313,000 sq. ft.
Public Park	45 Acres
Soccer Fields	3 Fields
Pickleball Courts	10 Courts

C. Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE), *Trip Generation*, 11th Edition, 2021. Because no rates are published for pickleball courts, trip generation for this use was estimated using rates from a prior traffic impact study for a similar land use.

Commercial and retail uses are often intermediate stops between an origin and a destination. ITE publishes pass-by reduction rates for these uses, which were then rounded down for use in this study.

Based on a WFRC / MAG travel demand model analysis, it is anticipated that approximately 60% of trips will leave the development area. The remaining 40% are anticipated to remain internal to the development, most of which were assigned to the internal road network. It was assumed that approximately 5% of trips would be made via active modes of transportation internally, such as walking and biking, due to the close proximity of higher density residential to commercial areas and the extensive trail network through the development.

Because the 2030 scenario will have significantly less commercial and less residential than the 2040 and 2050 scenarios, the proportion of development-related traffic travelling externally will likely be less. This proportion for the 2030 scenario was calculated using standard ITE methodology, which produced an internal capture rate of approximately 15% for the development during both the morning and evening peak hours. To be conservative, no reduction was made for active transportation in 2030.

Because commercial land uses are often an intermediate destination, some trips will be pulled from traffic already on Pole Canyon Boulevard. Pass-by reductions were made based on rates published by ITE which are rounded down to be conservative.

Detailed trip generation for the proposed project is included in Appendix E. A summary of the new external trip generation by year is shown in Table 5.

The total trip generation for the development in full build-out conditions is as follows:

- Daily Trips: 72,083
- Morning Peak Hour Trips: 4,995
- Evening Peak Hour Trips: 7,878

Table 5: Trip Generation Summary

Description	2030	2040	2050
Daily Trips	49,231	65,681	72,083
Morning Peak Hour Trips	3,861	4,534	4,995
Evening Peak Hour Trips	5,751	7,214	7,878

D. Trip Distribution and Assignment

Project traffic is assigned to the roadway network based on the type of trip and the proximity of project access points to major streets, high population densities, and regional trip attractions. Trip distribution was calculated using a prior travel demand model analysis for this project. The resulting distribution of project generated trips during the morning and evening peak hour for the 2030 scenario is shown in Table 6 and the distribution for 2040 and 2050 is shown in Table 7.

Table 6: External Trip Distribution (2030)

Direction	% To/from Project
North (S.R. 73)	60%
North (16000 West)	2%
East (4000 North)	5%
East (Pole Canyon Boulevard)	30%
South (S.R. 73)	3%

Table 7: External Trip Distribution (2040 and 2050)

Direction	% To Project	% From Project
North (S.R. 73)	13%	12%
North (Tyson Parkway)	6%	7%
North (Cedar Valley Freeway)	57%	58%
East (4000 North)	2%	1%
East (Pole Canyon Boulevard)	19%	19%
South (Cedar Valley Freeway)	1%	1%
South (Through NPA 11)	1%	1%
South (S.R. 73)	1%	1%

These trip distribution assumptions were used to assign the morning and evening peak hour trip generation at the study intersections to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 4.

It is worth noting that a right-in/right-out access from NPA 12 onto Pole Canyon Boulevard is being considered at the time of this writing. Because of its unknown status, it was not included. However, it is unlikely to significantly impact the operational performance of nearby intersections.

E. Access

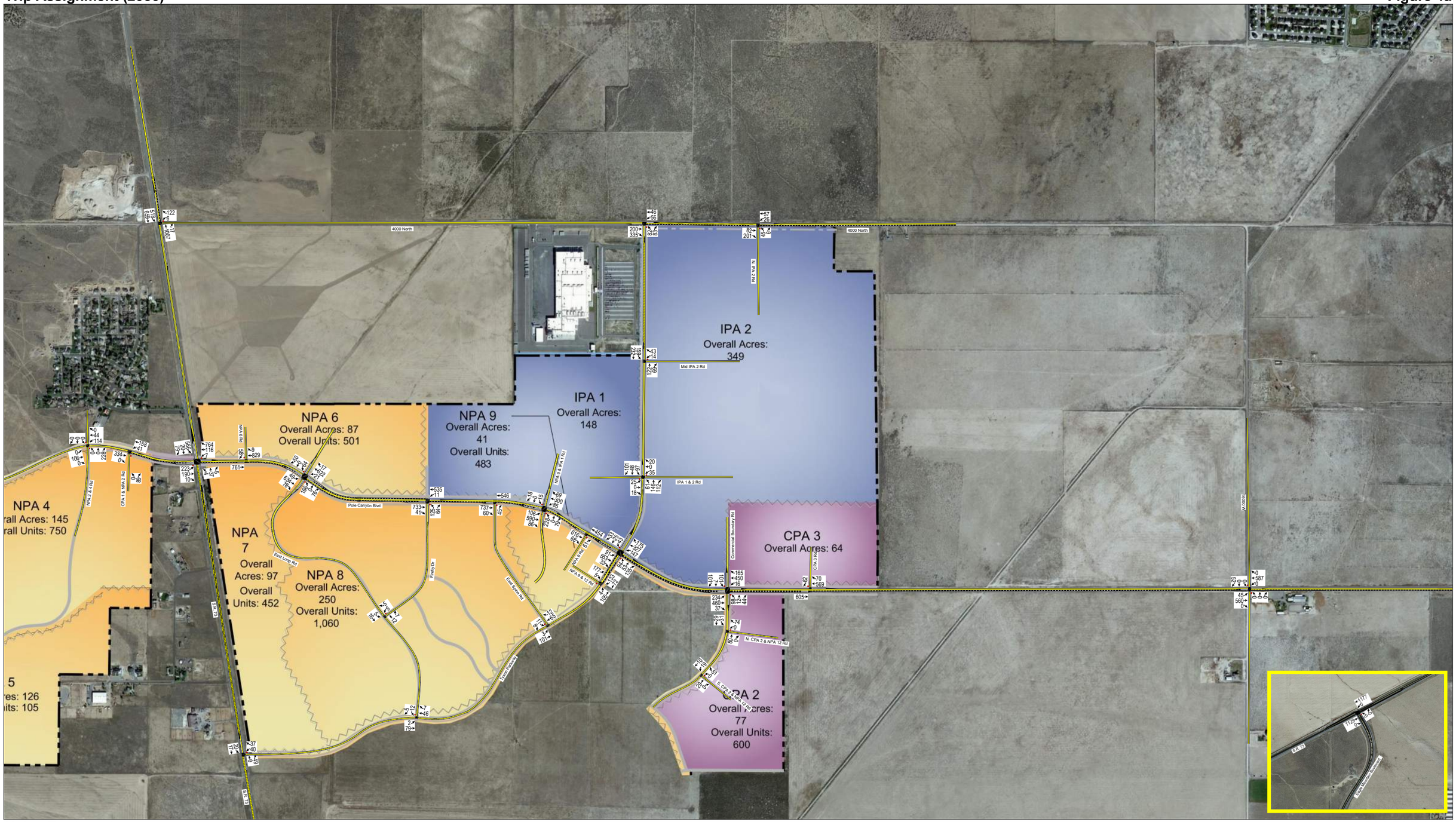
The proposed access for the site to UDOT roadways will be gained at the following locations:

S.R. 73:

- West Spine Road will access S.R. 73 directly across from 4000 North. It will access the project on the west side of S.R. 73. It is anticipated that the access will eventually be signalized.
- Pole Canyon Boulevard will continue across S.R. 73 to the west. It is anticipated that the access will initially be stop-controlled.
- Tyson Parkway will be located approximately 3,300 feet south of the Pole Canyon Boulevard / S.R. 73 intersection. It will access the project on the east and west sides of S.R. 73. It is anticipated that the access will be stop-controlled.

Eagle Mountain - Pole Canyon Master Plan TIS
Trip Assignment (2030)

Morning Peak Hour
Figure 4a



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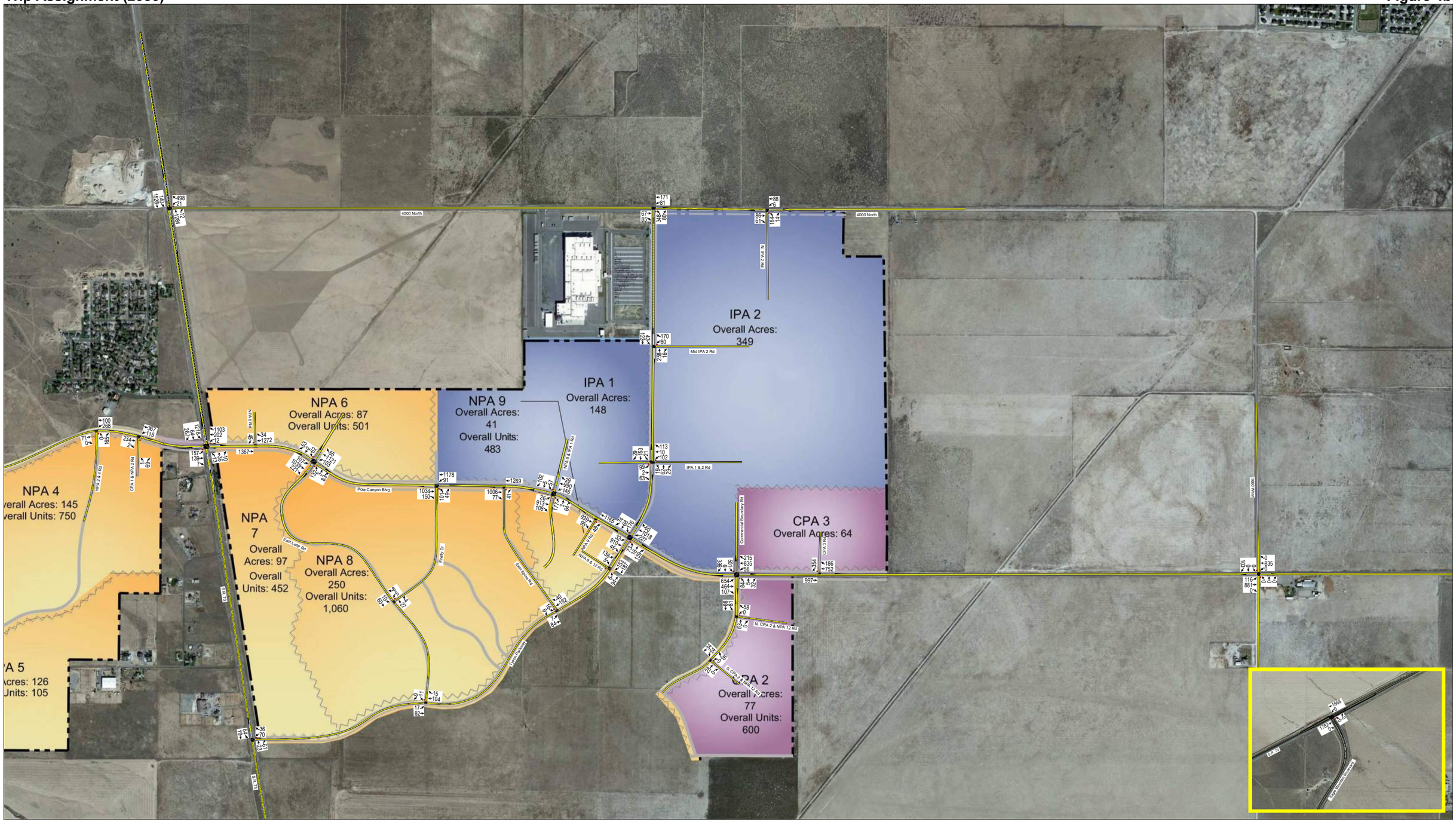
Eagle Mountain - Pole Canyon Master Plan TIS
Trip Assignment (2030)

Evening Peak Hour
Figure 4b



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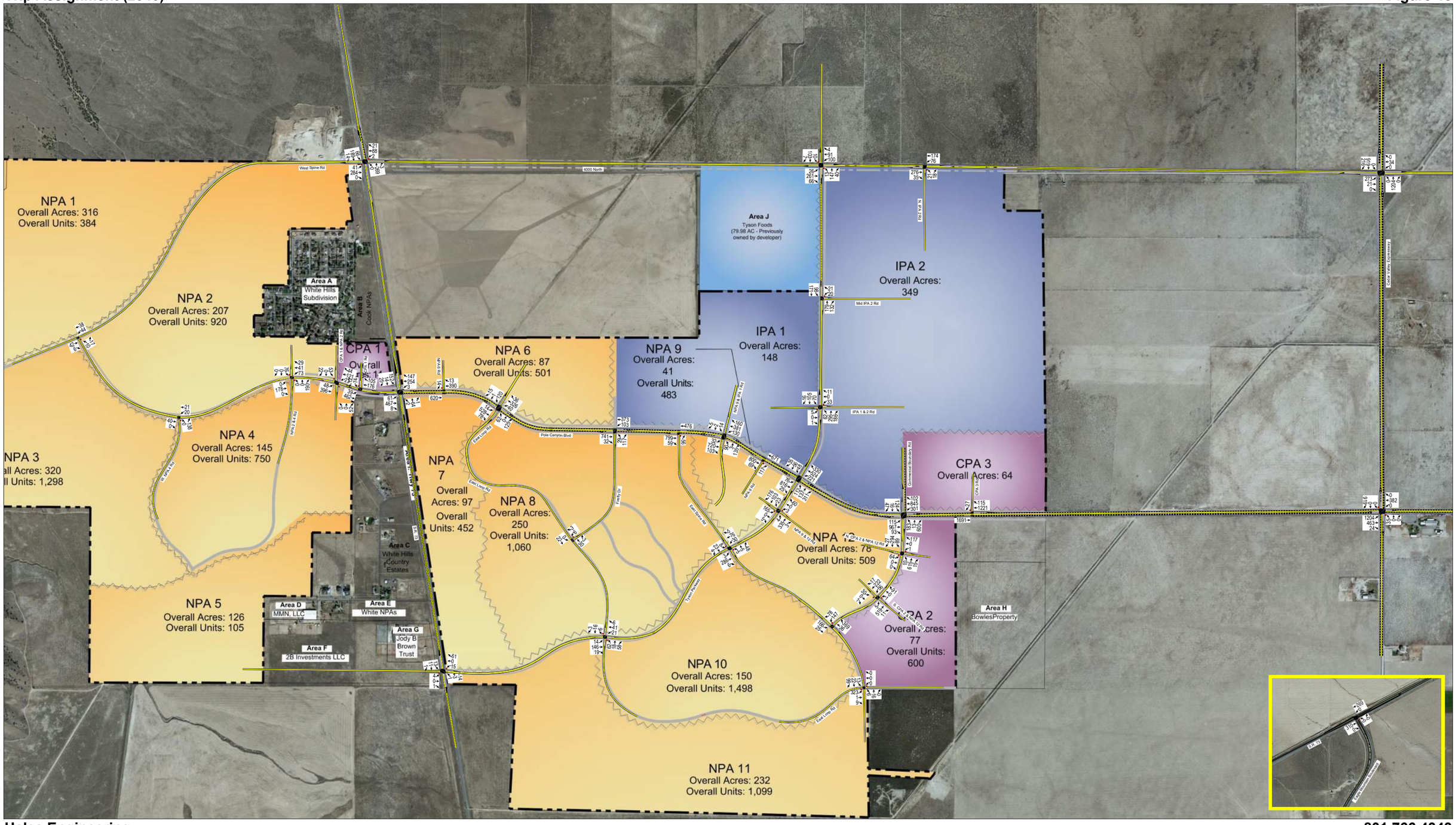
Eagle Mountain - Pole Canyon TS
Trip Assignment (2040)

Morning Peak Hour
Figure 4c



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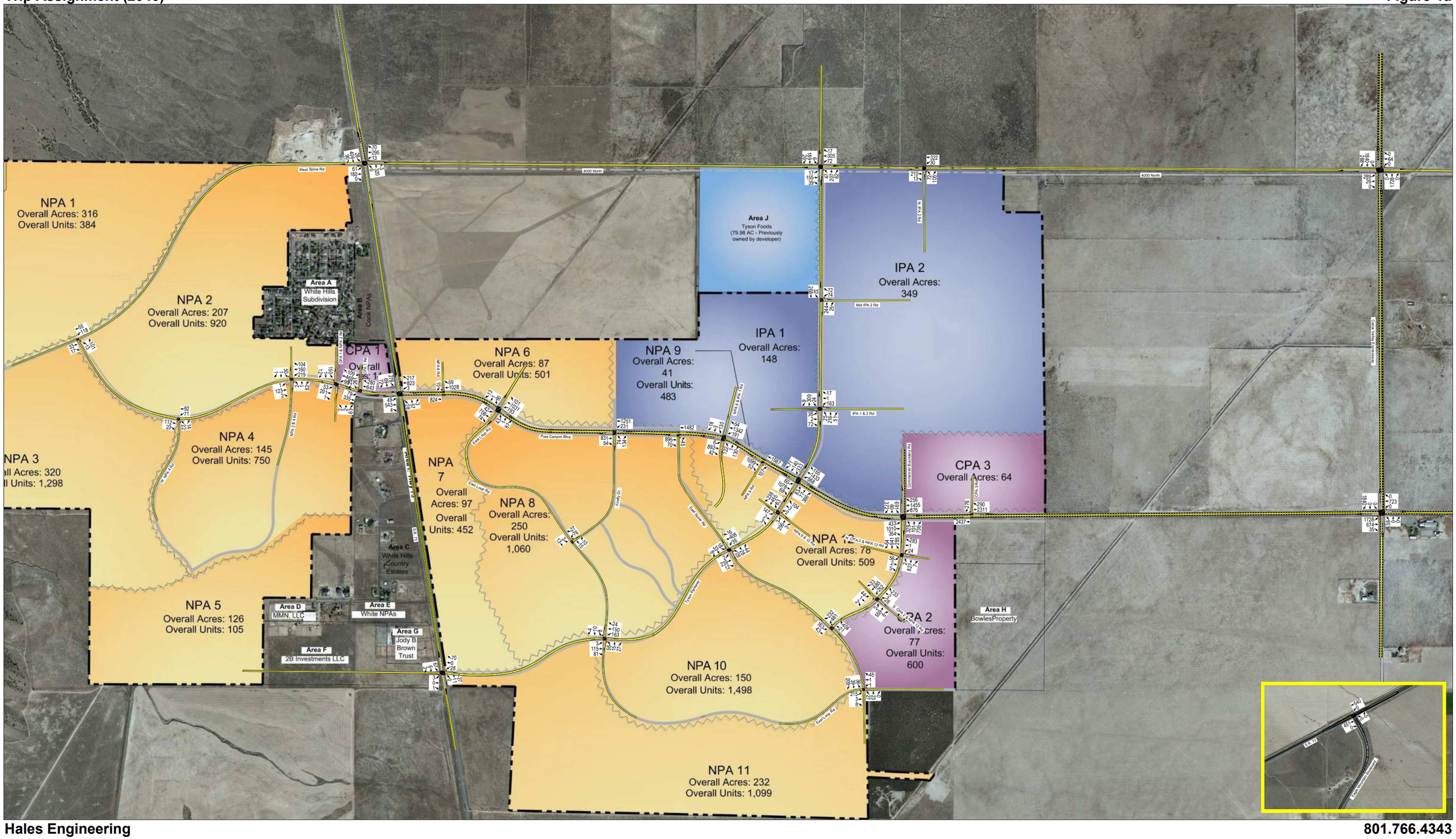
Eagle Mountain - Pole Canyon TS
Trip Assignment (2040)

Evening Peak Hour
Figure 4d



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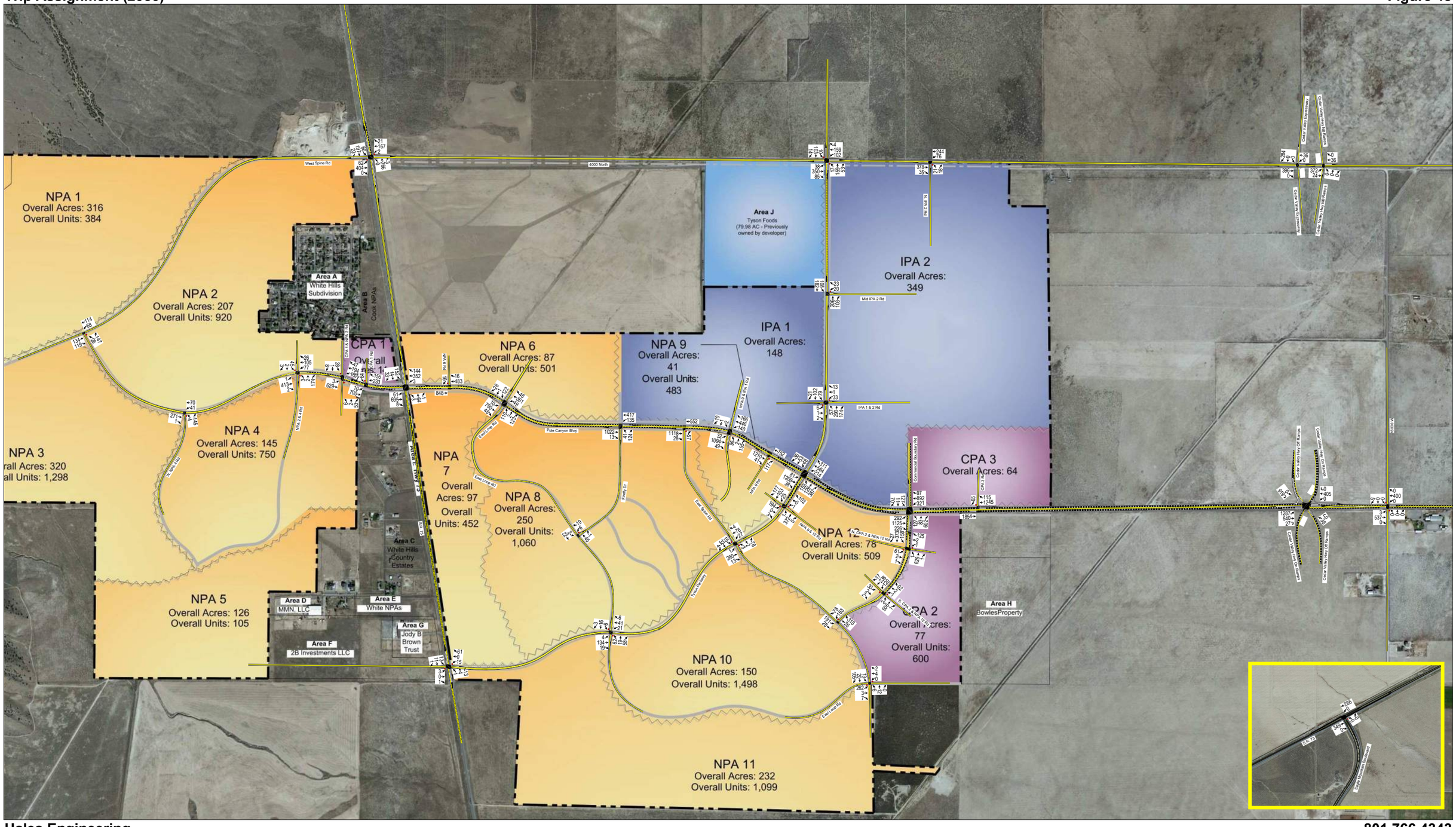
Eagle Mountain - Pole Canyon Master Plan TIS
Trip Assignment (2050)

Morning Peak Hour
Figure 4e



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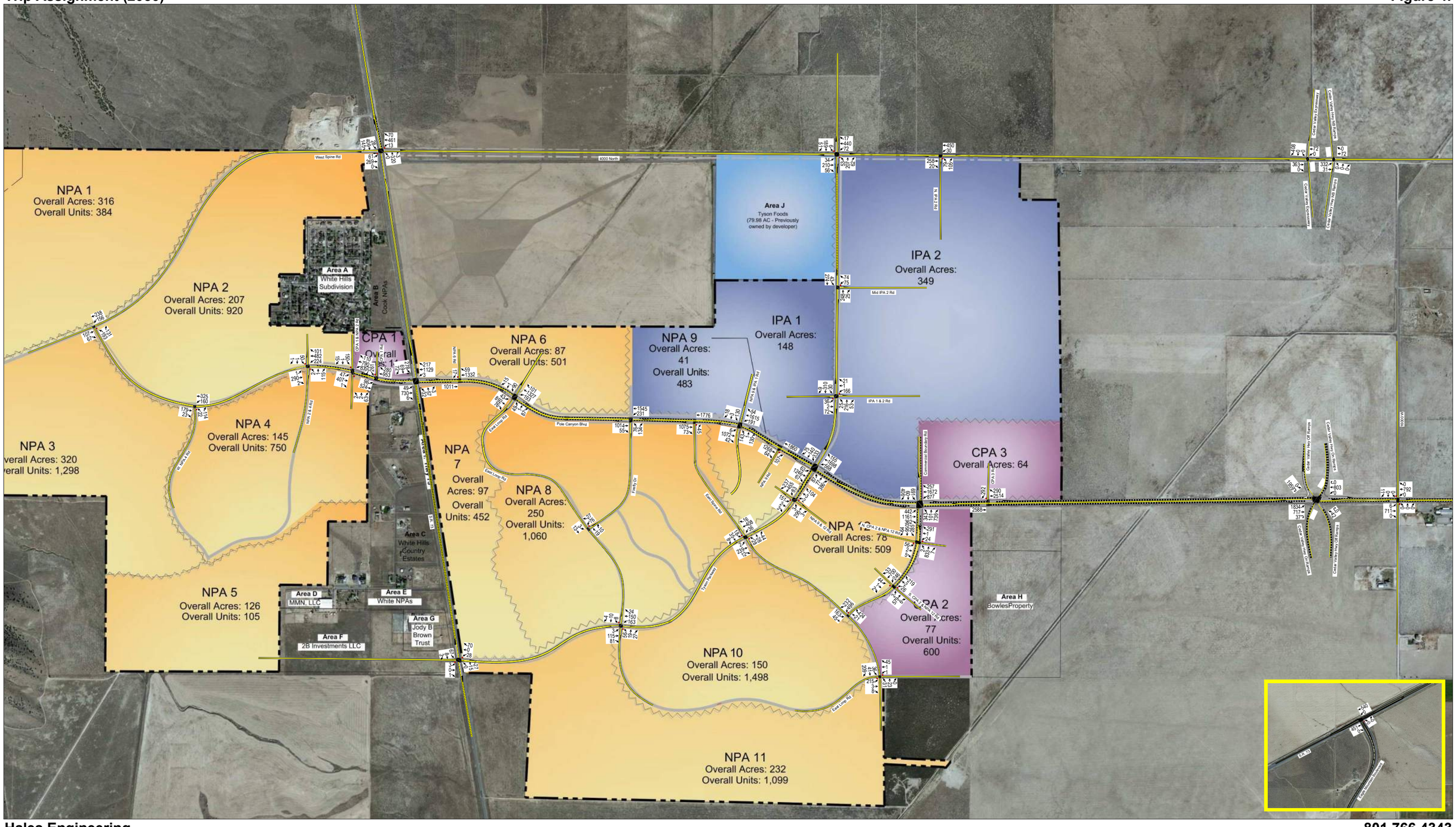
Eagle Mountain - Pole Canyon Master Plan TIS
Trip Assignment (2050)

Evening Peak Hour
Figure 4f



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F. Auxiliary Lanes

Auxiliary lanes are deceleration (ingress) or acceleration (egress) turn lanes that provide for safe turning movements that have less impact on through traffic. These lanes are sometimes needed at accesses or roadway intersections if right- or left-turn volumes are high enough.

Deceleration (ingress) lanes are generally needed when there are at least 50 right-turn vehicles or 25 left-turn vehicles in an hour. These guidelines were used for the City roadways in the study area. These were implemented throughout the project. See Figure ES-1 for details.

UDOT Administrative Rule R930-6 outlines minimum peak hour turn volumes to warrant auxiliary lanes on UDOT roadways. The following are the minimum requirements for these lanes on S.R. 73:

- Left-turn Deceleration (Ingress): 10 left-turn vehicles per hour
- Left-turn Acceleration (Egress): Is there a safety benefit?
- Right-turn Deceleration (Ingress): 25 right-turn vehicles per hour
- Right-turn Acceleration (Egress): 50 right-turn vehicles per hour

Based on these guidelines and the anticipated project traffic, it is recommended that the following deceleration (ingress) lanes be installed:

- 4000 North / S.R. 73: Northbound left-turn and southbound right-turn
- Pole Canyon Boulevard / S.R. 73: Northbound left-turn and southbound right-turn
- Tyson Parkway / S.R. 73: Northbound and southbound left- and right-turn

It is recommended that the following acceleration (egress) lanes be installed:

- Tyson Parkway / S.R. 73: Westbound-to-northbound right-turn

V. FUTURE (2030) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the future (2030) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the future (2030) background traffic volumes to predict turning movement volumes for future (2030) plus project conditions. Future (2030) plus project morning and evening peak hour turning movement volumes are shown in Figure 5.

C. Level of Service Analysis

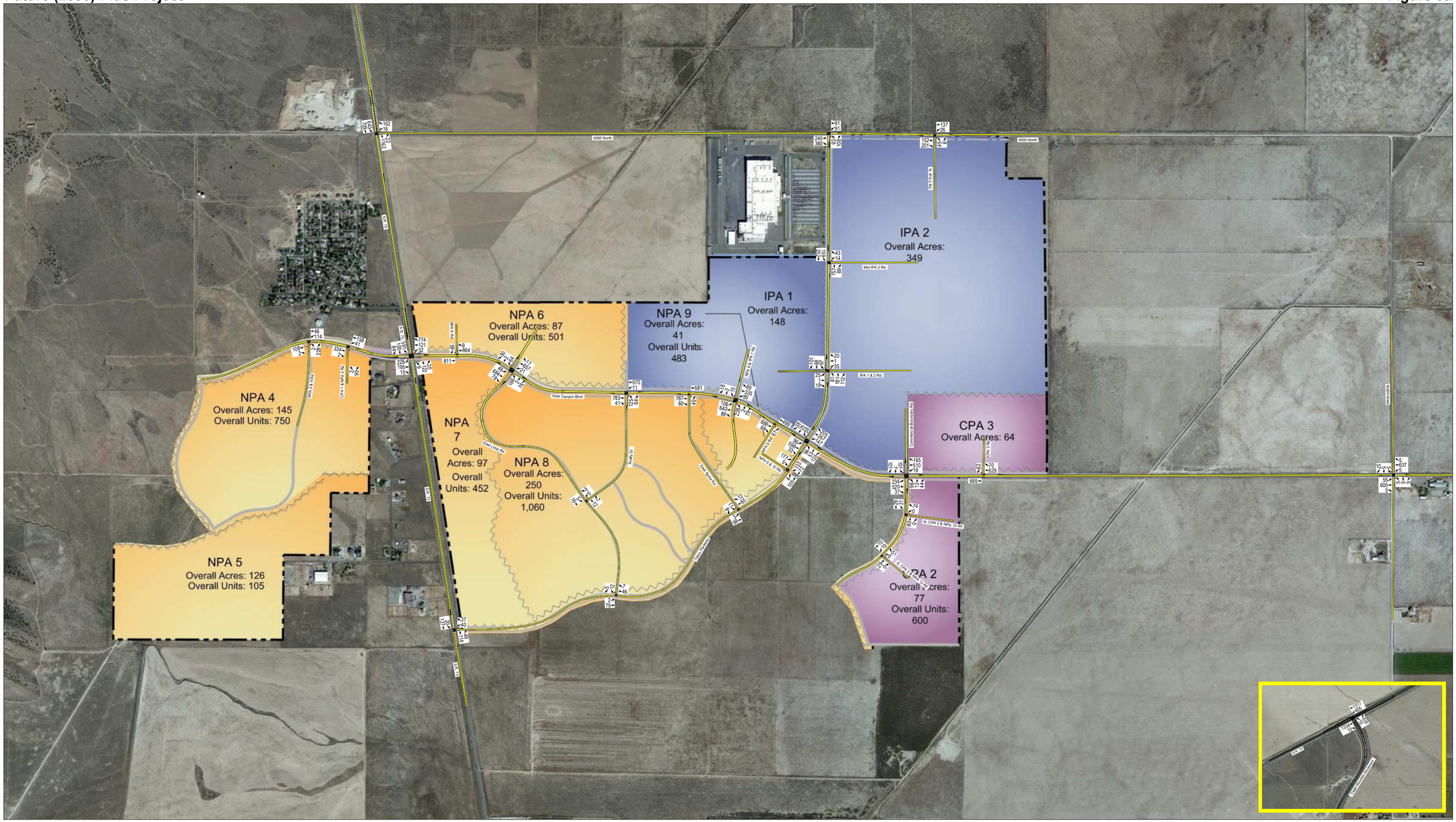
Hales Engineering determined that multiple intersections are anticipated to operate at acceptable levels of service during the morning and evening peak hours in future (2030) plus project conditions, as shown in Table 8.

D. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Some significant queueing is anticipated during the morning and evening peak hours at multiple intersections. For details, see Appendix D.

Eagle Mountain - Pole Canyon Master Plan TIS
Future (2030) Plus Project

Morning Peak Hour
Figure 5a



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Eagle Mountain - Pole Canyon Master Plan TIS
Future (2030) Plus Project

Evening Peak Hour
Figure 5b

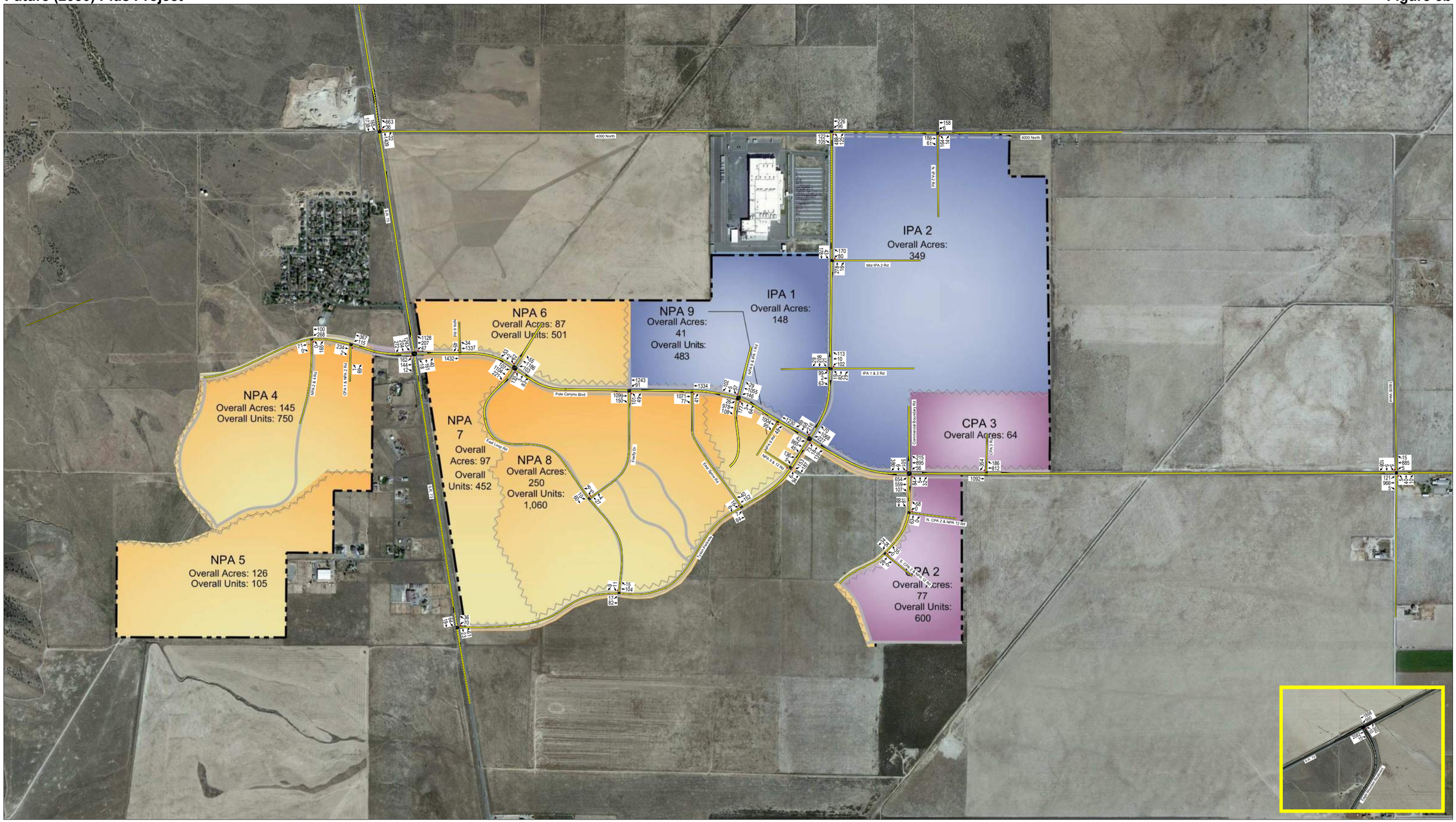

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Table 8: Future (2030) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	NB Stop	f (>50) / NBL	f (>50) / NBL
4000 North / S.R. 73	WB Stop	f (>50) / WBL	f (>50) / WBL
Tyson Parkway / 4000 North	NB Stop	b (12.9) / EBR	f (>50) / NBL
Pole Canyon Boulevard / S.R. 73	EB/WB Stop	f (>50) / EBL	f (>50) / EBR
Tyson Parkway / Pole Canyon Boulevard	NB/SB Stop	f (>50) / NBT	f (>50) / SBR
16000 West / Pole Canyon Boulevard	NB/SB Stop	c (18) / EBL	f (>50) / SBL
NPA 2 & 4 Road / Pole Canyon Boulevard	NB Stop	a (5) / NBL	f (>50) / NBR
CPA 1 & NPA 2 Rd / Pole Canyon Boulevard	NB Stop	c (23) / NBR	f (>50) / NBR
NPA 6 Road / Pole Canyon Boulevard	SB Stop	d (28.5) / SBR	f (>50) / WBR
East Loop Road / Pole Canyon Boulevard	NB/SB Stop	f (>50) / NBL	f (>50) / NWR
Firefly Drive / Pole Canyon Boulevard	NB Stop	c (21.2) / NBL	f (>50) / NBL
East Spine Road / Pole Canyon Boulevard	NB Stop	a (5) / NBR	f (>50) / WBT
NPA 9 & IPA 1 Road / Pole Canyon Boulevard	NB/SB Stop	f (>50) / NBL	f (>50) / NBL
NPA 9 Road / Pole Canyon Boulevard	NB Stop	a (4.6) / NBR	f (>50) / WBT
IPA 1 & 2 Road / Tyson Parkway	EB/WB Stop	a (9) / EBT	f (>50) / WBT
Mid IPA 2 Road / Tyson Parkway	WB Stop	a (6.4) / WBL	f (>50) / WBL
North IPA 2 Road / 4000 North	NB Stop	a (5.6) / NBL	c (17.6) / NBR
Commercial Boundary Rd / Pole Canyon Blvd	NB/SB Stop	f (>50) / SBL	f (>50) / NBR
CPA 3 Road / Pole Canyon Boulevard	SB Stop	c (16.4) / WBT	f (>50) / WBT
Firefly Drive / East Loop Road	WB Stop	a (4) / SWL	a (5.5) / SWL
East Spine Road / Tyson Parkway	SB Stop	a (4.4) / SBL	c (24.8) / SBL
NPA 9 & 12 Road / Tyson Parkway	EB Stop	a (5.8) / EBL	f (>50) / EBR
N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	WB Stop	a (3.3) / WBR	f (>50) / NBT
S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	WB Stop	a (3) / NWR	f (>50) / NET
Tyson Parkway / S.R. 73	WB Stop	a (5.7) / WBL	a (7.1) / WBL
East Loop Road / Tyson Parkway	SB Stop	a (4.6) / SBL	a (5.1) / SBL

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

E. Mitigation Measures

The following mitigation measures are recommended:

- All major stop-controlled intersections:
  - Install separate right-turn pockets to ensure adequate flow on the stop-controlled approaches
- Construct the Cedar Valley Expressway and extend to Pole Canyon Bouelvard
- Eagle Mountain Boulevard / S.R. 73:
  - Install traffic signal

    - Install westbound dual left-turn lanes
        - This will require an additional receiving lane
    - Note: These improvements will be needed without the project by 2040 in a background condition.
- Pole Canyon Boulevard / S.R. 73:
    - Install southbound dual left-turn lanes
    - While the intersection was analyzed with an eastbound right-turn pocket, a shared thru/right-turn lane should be adequate
- Pole Canyon Boulevard:
    - Widen to 5 lanes between S.R. 73 and NPA 9 & IPA 1 Road and east of Cedar Valley Expressway
    - Widen to 7 lanes between NPA 9 & IPA 1 Road and Cedar Valley Expressway
- East Loop Road / Pole Canyon Boulevard:
    - Install traffic signal
- Firefly Drive / Pole Canyon Boulevard:
    - Install traffic signal
- NPA 9 & IPA 1 Road / Pole Canyon Boulevard:
    - Install traffic signal
- Tyson Parkway / Pole Canyon Boulevard:
    - Install traffic signal
    - Implement westbound permissive/protected left-turn phasing
- Tyson Parkway / 4000 North:
    - Install traffic signal
- Commercial Boundary Road / Pole Canyon Boulevard:
    - Install traffic signal
    - Install eastbound and southbound dual left-turn lanes
    - Implement southbound right-turn overlap phasing
- Cedar Valley Expressway:
    - Widen to 7 lanes through study area
- 4000 North / Cedar Valley Expressway:
    - Install eastbound dual left-turn lanes
    - Implement southbound permissive/protected left-turn phasing
- Pole Canyon Boulevard / Cedar Valley Expressway:
    - This intersection may not function as a conventional intersection and may need an innovative design, such as a continuous flow intersection (CFI).
        - A grade-separated interchange may also be an option

VI. FUTURE (2040) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2040) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified, and potential mitigation measures recommended.

B. Roadway Network

According to the MAG Regional Transportation Plan, the Cedar Valley Expressway is needed as a Phase 2 (2032-2042) project. It was assumed in the analysis as a 5-lane roadway as its current configuration is unknown. It was assumed that it would follow the alignment 16000 West.

Tyson Parkway is planned to eventually extend to the north from 4000 North and was included in the future (2040) analyses.

The Brown's Meadow Access on the west side of S.R. 73 was assumed to be constructed.

C. Traffic Volumes

Hales Engineering obtained future (2040) forecasted volumes from the WFRC / MAG travel demand model. Peak period turning movement counts were estimated using NCHRP 255 methodologies which utilize existing peak period turn volumes and future AWDT volumes to project the future turn volumes at the major intersections. Future (2040) background morning and evening peak hour turning movement volumes are shown in Figure 8.

D. Level of Service Analysis

Hales Engineering determined that the Eagle Mountain Boulevard / S.R. 73, 4000 North / Cedar Valley Expressway, and Pole Canyon Boulevard / Cedar Valley Expressway intersections are anticipated to operate at poor levels of service during the morning or evening peak hours in future (2040) background conditions, as shown in Table 13. These results serve as a baseline condition for the impact analysis of the proposed development for future (2040) conditions.

Eagle Mountain - Pole Canyon Master Plan TIS
Future (2040) Background

Morning Peak Hour
Figure 6a



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Eagle Mountain - Pole Canyon Master Plan TIS
Future (2040) Background

Evening Peak Hour
Figure 6b



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Table 9: Future (2040) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	NB Stop	f (>50) / SBL	f (>50) / SBT
4000 North / S.R. 73	EB/WB Stop	b (14.7) / WBL	b (14.3) / WBL
Tyson Parkway / 4000 North	NB Stop	a (6.6) / NBL	a (7.0) / NBL
Pole Canyon Boulevard / S.R. 73	EB/WB Stop	a (8.1) / EBT	a (9.1) / EBT
Tyson Parkway / Pole Canyon Boulevard	SB Stop	a (5.6) / SBL	a (6.2) / SBL
Pole Canyon Blvd / Cedar Valley Expressway	EB/WB Stop	d (32.9) / WBT	f (>50) / EBL
Brown's Meadow Access / S.R. 73	EB Stop	a (4.9) / EBL	a (6.1) / EBL
4000 North / Cedar Valley Expressway	EB/WB Stop	f (>50) / EBT	f (>50) / EBT

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Some significant queueing is anticipated during the morning and evening peak hours. Significant 95th percentile queue lengths during the morning and evening peak hour are summarized as follows:

- Eagle Mountain Blvd / S.R. 73:
  - Northbound: >1,000' (AM & PM)
  - Southbound: 725' (AM), 675' (PM)
- 4000 North / Cedar Valley Expressway:
  - Eastbound: >1,000' (PM)

F. Mitigation Measures

The following mitigation measures are recommended:

- Eagle Mountain Boulevard / S.R. 73:
  - Install traffic signal
  - Install westbound dual left-turn lanes
    - This will require an additional receiving lane
  - Install northbound dual right-turn lanes
    - An alternative could be to install a channelized free right-turn lane
- Pole Canyon Boulevard / Cedar Valley Expressway:
  - Install traffic signal
- 4000 North / Cedar Valley Expressway:
  - Install traffic signal

G. Mitigated Scenario

With the proposed improvements, all study intersections are anticipated to operate at acceptable levels of service, as shown in Table 10.

Table 10: Mitigated Future (2040) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	Signal	C (25.0)	C (23.7)
4000 North / S.R. 73	EB/WB Stop	b (14) / WBL	b (13.2) / WBL
Tyson Parkway / 4000 North	NB Stop	a (7.3) / NBL	a (6.8) / NBL
Pole Canyon Boulevard / S.R. 73	EB/WB Stop	a (7.3) / EBT	a (9.2) / EBT
Tyson Parkway / Pole Canyon Boulevard	SB Stop	a (5.2) / SBL	a (6.0) / SBL
Pole Canyon Blvd / Cedar Valley Expressway	Signal	B (10.9)	B (12.4)
Brown's Meadow Access / S.R. 73	EB Stop	a (4.6) / EBL	a (5.4) / EBL
4000 North / Cedar Valley Expressway	Signal	B (11.1)	B (11.9)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

VII. FUTURE (2040) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the future (2040) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Roadway Network

While a connection was assumed through the Brown's Meadow access to the development on the west side, this connection is not necessary for the acceptable operation of the Pole Canyon development roadway network.

Due to limitations of the modeling software and the uncertainty of which the innovative intersection improvement at the Pole Canyon Boulevard / Cedar Valley Expressway intersection might be implemented, this intersection was removed from the future (2040) plus project analysis

C. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the future (2040) background traffic volumes to predict turning movement volumes for future (2040) plus project conditions. Future (2040) plus project morning and evening peak hour turning movement volumes are shown in Figure 9.

D. Level of Service Analysis

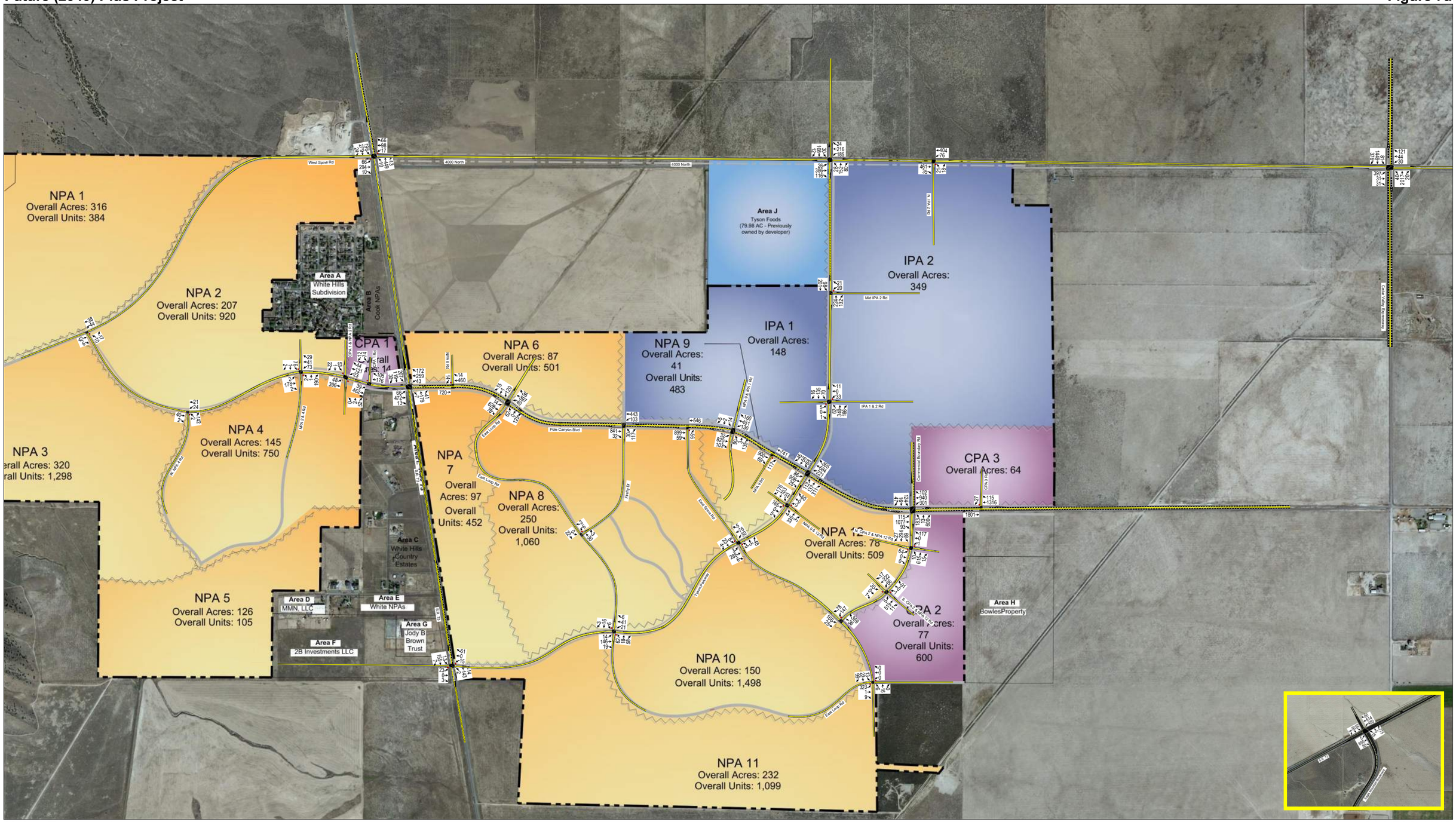
Hales Engineering determined that multiple study intersections are anticipated to perform at poor levels of service during the morning and evening peak hours, as shown in Table 15.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Some significant queuing was observed during the morning and evening peak hour at multiple locations. For details, see Appendix D.

Eagle Mountain - Pole Canyon Master Plan TIS
Future (2040) Plus Project

Morning Peak Hour
Figure 7a



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Eagle Mountain - Pole Canyon Master Plan TIS
Future (2040) Plus Project

Evening Peak Hour
Figure 7b

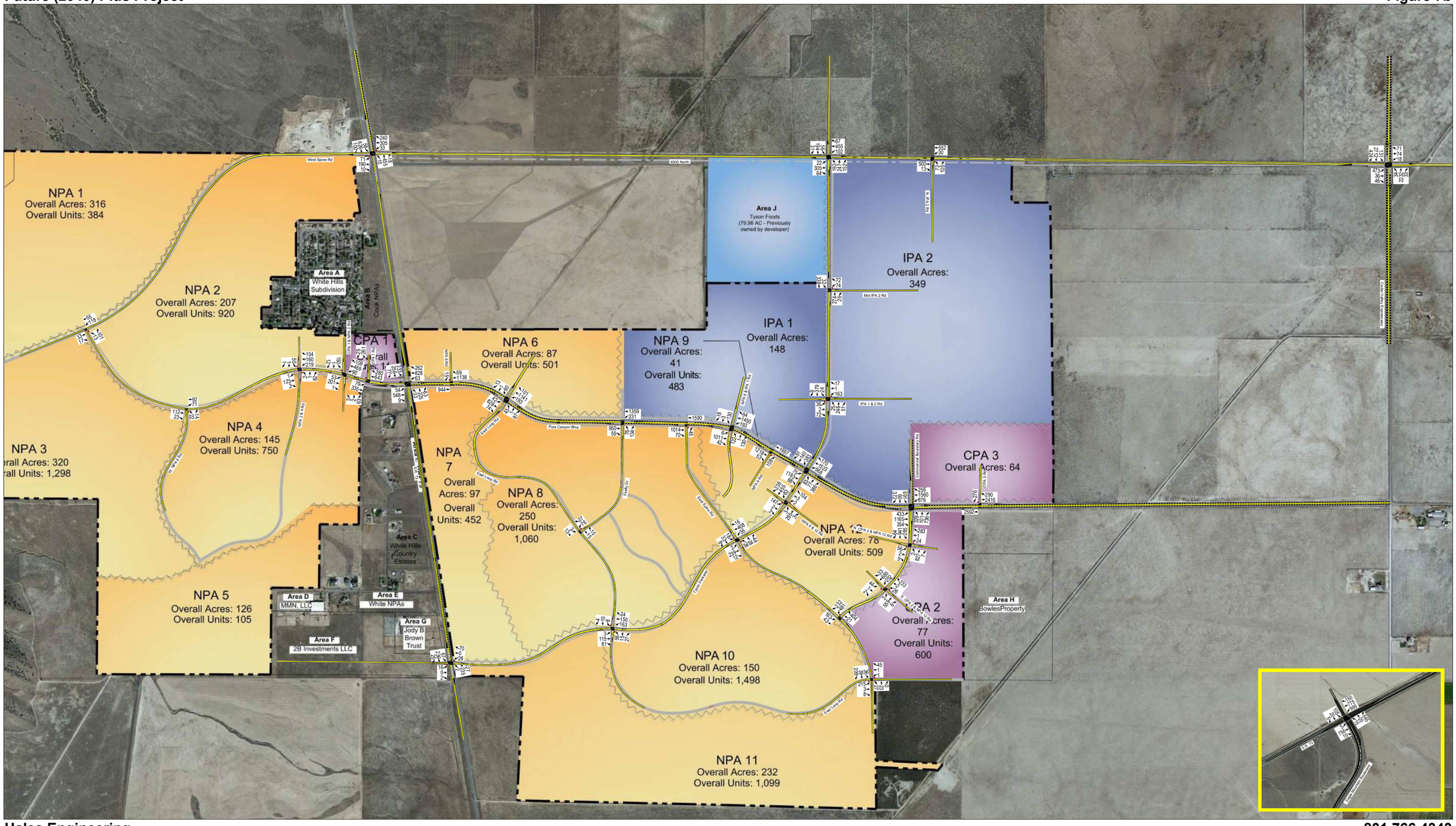

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Table 11: Future (2040) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	Signal	E (67.8)	E (79.2)
4000 North / S.R. 73	EB/WB Stop	f (>50) / EBT	f (>50) / WBT
Tyson Parkway / 4000 North	Signal	C (22.6)	C (26.5)
Pole Canyon Boulevard / S.R. 73	Signal	D (37.1)	D (37.4)
Tyson Parkway / Pole Canyon Boulevard	Signal	B (18.4)	E (79.5)
West Spine Road / Pole Canyon Boulevard	NB Stop	a (4.0) / NBL	a (4.4) / NBL
W. NPA 4 Road / Pole Canyon Boulevard	NB Stop	a (4.6) / NBL	a (5.3) / NBL
NPA 2 & 4 Road / Pole Canyon Boulevard	NB/SB Stop	b (10.1) / SBT	a (8.0) / NBT
CPA 1 & NPA 2 Road / Pole Canyon Boulevard	NB/SB Stop	b (11.2) / SBL	d (30.3) / SBT
NPA 6 Road / Pole Canyon Boulevard	SB Stop	a (3.5) / SBR	a (3.8) / SBR
East Loop Road / Pole Canyon Boulevard	Signal	B (11.1)	A (7.7)
Firefly Drive / Pole Canyon Boulevard	Signal	A (4.0)	A (6.2)
East Spine Road / Pole Canyon Boulevard	NB Stop	a (5.8) / NBR	a (5.4) / NBR
NPA 9 & IPA 1 Road / Pole Canyon Boulevard	Signal	A (7.3)	B (12.2)
NPA 9 Road / Pole Canyon Boulevard	NB Stop	a (7.4) / NBR	f (>50) / NBR
IPA 1 & 2 Road / Tyson Parkway	EB/WB Stop	a (9.2) / EBL	f (>50) / WBL
Mid IPA 2 Road / Tyson Parkway	WB Stop	a (7.5) / WBL	f (>50) / WBL
North IPA 2 Road / 4000 North	NB Stop	c (15.4) / WBL	c (16.4) / WBL
4000 North / Cedar Valley Expressway	Signal	C (24.9)	D (48.0)
Commercial Boundary Rd / Pole Canyon Blvd	Signal	F (>80)	F (>80)
CPA 3 Road / Pole Canyon Boulevard	SB Stop	f (>50) / SBR	f (>50) / SBR
Firefly Drive / East Loop Road	WB Stop	a (5.0) / SWL	a (5.2) / SWL
East Spine Road / Tyson Parkway	NB/SB Stop	a (7.3) / SBL	a (8.0) / NBL
NPA 9 & 12 Road / Tyson Parkway	EB/WB Stop	a (8.1) / SEL	b (11.8) / SEL
N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	EB/WB Stop	f (>50) / WBR	f (>50) / EBT
S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	NW/SE Stop	f (>50) / NWR	f (>50) / NWR
Commercial Boundary Road / East Spine Road	SWB Stop	a (9.5) / SWL	b (13.7) / SWL
Tyson Parkway / S.R. 73	EB/WB Stop	a (6.2) / WBL	a (8.3) / WBL
East Loop Road / Tyson Parkway	NB/SB Stop	a (6.5) / NBT	a (6.7) / NBT
East Loop Road / East Spine Road	EB/WB Stop	a (6.7) / EBT	a (6.1) / EBL
CPA 1 Road / Pole Canyon Boulevard	SB Stop	b (12.2) / SBL	e (49.7) / SBL

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

F. Mitigation Measures

The following mitigation measures are recommended:

- S.R. 73:
  - Widen to 5 lanes near Eagle Mountain Boulevard
  - Note: This improvement will be needed without the project by 2050 in a background condition.
- 4000 North & West Spine Road / S.R. 73
  - Install traffic signal
  - Implement southbound permissive/protected left-turn phasing
- Tyson Parkway / Pole Canyon Boulevard:
  - Install westbound dual left-turn lanes
    - This will require an additional receiving lane on Tyson Parkway, which may end as a trap right-turn at NPA 9 & 12 Road
  - Install southbound dual left-turn lanes
- Commercial Boundary Road / Pole Canyon Boulevard:
  - Install northbound and westbound dual left-turn lanes
  - Install northbound dual right-turn lanes
    - An alternative could be to install a channelized free right-turn lane
- Commercial Boundary Road:
  - Widen to 5 lanes from Pole Canyon Boulevard to S. CPA 2 & NPA 12 Road
- N. CPA 2 & NPA 12 Road / Commercial Boundary Road:
  - Construct roundabout
- S. CPA 2 & NPA 12 Road / Commercial Boundary Road:
  - Construct roundabout
- Commercial Boundary Road / East Spine Road:
  - Construct roundabout
- CPA 1 Road / Pole Canyon Boulevard:
  - Construct roundabout
- CPA 1 & NPA 2 Road / Pole Canyon Boulevard:
  - Restrict northbound and southbound left turns
- Pole Canyon Boulevard:
  - Widen to 5 lanes from NPA 2 & 4 Road to S.R. 73

G. Mitigated Scenario

With the proposed improvements, all study intersections are anticipated to operate at acceptable levels of service during the morning and peak hours, with the exception of the CPA 3 Road / Pole Canyon Boulevard intersection, as shown in Table 12. Little can be done to mitigate this intersection and drivers will learn to adapt and reroute.

Table 12: Mitigated Future (2040) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	Signal	C (29.4)	C (30.4)
4000 North / S.R. 73	Signal	C (26.4)	C (29.7)
Tyson Parkway / 4000 North	Signal	C (30.0)	C (27.0)
Pole Canyon Boulevard / S.R. 73	Signal	C (34.2)	D (37.3)
Tyson Parkway / Pole Canyon Boulevard	Signal	C (23.5)	D (53.9)
West Spine Road / Pole Canyon Boulevard	NB Stop	a (4.3) / WBL	a (5.9) / NBL
W. NPA 4 Road / Pole Canyon Boulevard	NB Stop	a (5.5) / NBL	a (5.6) / NBL
NPA 2 & 4 Road / Pole Canyon Boulevard	NB/SB Stop	b (12.1) / SBT	b (13.2) / SBT
CPA 1 & NPA 2 Road / Pole Canyon Boulevard	NB/SB Stop	a (3.7) / NBR	a (5.6) / EBL
NPA 6 Road / Pole Canyon Boulevard	Signal	A (2.5)	A (2.6)
East Loop Road / Pole Canyon Boulevard	Signal	B (11.3)	A (8.6)
Firefly Drive / Pole Canyon Boulevard	Signal	A (4.1)	A (6.4)
East Spine Road / Pole Canyon Boulevard	NB Stop	a (6.7) / NBR	a (6.5) / NBR
NPA 9 & IPA 1 Road / Pole Canyon Boulevard	Signal	A (7.5)	B (10.3)
NPA 9 Road / Pole Canyon Boulevard	NB Stop	a (7.1) / NBR	b (13.8) / NBR
IPA 1 & 2 Road / Tyson Parkway	EB/WB Stop	b (14.6) / WBL	c (17.9) / WBT
Mid IPA 2 Road / Tyson Parkway	WB Stop	a (9.5) / WBL	b (10.5) / WBL
North IPA 2 Road / 4000 North	NB Stop	c (16.2) / WBL	c (17.7) / NBL
4000 North / Cedar Valley Expressway	Signal	C (25.2)	D (48.1)
Commercial Boundary Rd / Pole Canyon Blvd	Signal	C (26.6)	D (54.3)
CPA 3 Road / Pole Canyon Boulevard	SB Stop	a (5.6) / SBR	f (>50) / SBR
Firefly Drive / East Loop Road	WB Stop	a (5.1) / SWL	a (5.8) / SWL
East Spine Road / Tyson Parkway	NB/SB Stop	b (11.2) / NBL	b (12.5) / NBL
NPA 9 & 12 Road / Tyson Parkway	EB/WB Stop	a (8.9) / SEL	c (19.8) / SEL
N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	A (3.6)	A (6.4)
S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	A (4.4)	B (14.6)
Commercial Boundary Road / East Spine Road	Roundabout	A (3.5)	A (4.2)
Tyson Parkway / S.R. 73	EB/WB Stop	a (6.6) / WBL	a (9.9) / WBL
East Loop Road / Tyson Parkway	NB/SB Stop	a (6.5) / NBL	a (10.0) / NBL
East Loop Road / East Spine Road	EB/WB Stop	a (6.7) / EBL	a (8.9) / WBT
CPA 1 Road / Pole Canyon Boulevard	Roundabout	A (5.1)	B (10.6)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

VIII. FUTURE (2050) BACKGROUND CONDITIONS

A. Purpose

The purpose of the future (2050) background analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions. Through this analysis, future background traffic operational deficiencies can be identified, and potential mitigation measures recommended.

B. Roadway Network

According to the MAG Regional Transportation Plan, the Cedar Valley Highway will need to be built by the year 2050. Therefore, the two anticipated Cedar Valley Highway interchanges in the study area were added to the roadway network for the future (2050) analysis. A single-point urban interchange (SPUI) configuration was assumed at the interchange on Pole Canyon Boulevard due to high anticipated left turn volumes from the project. Because a SPUI was assumed, the intersection will need to be signalized.

C. Traffic Volumes

Hales Engineering obtained future (2050) forecasted volumes from the WFRC / MAG travel demand model. Peak period turning movement counts were estimated using NCHRP 255 methodologies which utilize existing peak period turn volumes and future AWDT volumes to project the future turn volumes at the major intersections. Future (2050) background morning and evening peak hour turning movement volumes are shown in Figure 8.

D. Level of Service Analysis

Hales Engineering determined that the Eagle Mountain Boulevard / S.R. 73 intersection is anticipated to operate at poor levels of service during the evening peak hour in future (2050) background conditions, as shown in Table 13. These results serve as a baseline condition for the impact analysis of the proposed development for future (2050) conditions.

E. Queuing Analysis

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Significant 95th percentile queue lengths during the morning and evening peak hour are summarized as follows:

- Eagle Mountain Blvd / S.R. 73:
  - Northbound: 1,000 feet (AM)
  - Eastbound: >1,000 feet (PM)

Eagle Mountain - Pole Canyon Master Plan TIS
Future (2050) Background

Morning Peak Hour
Figure 8a



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Eagle Mountain - Pole Canyon Master Plan TIS
Future (2050 Background

Evening Peak Hour
Figure 8b



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Table 13: Future (2050) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	Signal	D (47.2)	E (62.6)
4000 North / S.R. 73	EB/WB Stop	c (16.4) / WBL	c (16.4) / WBL
Tyson Parkway / 4000 North	NB/SB Stop	b (11.7) / WBL	b (10.6) / WBL
Pole Canyon Boulevard / S.R. 73	EB/WB Stop	a (8.6) / EBT	a (10.0) / WBT
Tyson Parkway / Pole Canyon Boulevard	SB Stop	a (6.0) / SBL	a (6.1) / SBL
Brown's Meadow Access / S.R. 73	EB Stop	a (5.2) / EBL	a (4.9) / EBL
SB Cedar Valley Hwy Ramps / 4000 North	SB Stop	a (6.3) / SBL	a (8.0) / SBL
NB Cedar Valley Hwy Ramps / 4000 North	NB Stop	a (6.8) / NBL	a (9.7) / NBL
Cedar Valley Hwy Ramps / Pole Canyon Blvd	Signal	C (25.1)	C (28.1)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

F. Mitigation Measures

It is recommended that S.R. 73 be widened to a five-lane cross-section near the intersection of Eagle Mountain Boulevard / S.R. 73 as it is over capacity.

G. Mitigated Scenario

With the proposed improvements, all study intersections are anticipated to operate at acceptable levels of service, as shown in Table 14.

Table 14: Mitigated Future (2050) Background Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	Signal	C (24.1)	C (24.6)
4000 North / S.R. 73	EB/WB Stop	c (15.8) / WBL	c (16.6) / WBL
Tyson Parkway / 4000 North	NB/SB Stop	b (11.4) / WBL	b (10.4) / SBT
Pole Canyon Boulevard / S.R. 73	EB/WB Stop	b (10.1) / WBT	b (10.3) / WBT
Tyson Parkway / Pole Canyon Boulevard	SB Stop	a (6.3) / SBL	a (6.5) / SBL
Brown's Meadow Access / S.R. 73	EB Stop	a (5.0) / EBL	a (4.7) / EBL
SB Cedar Valley Hwy Ramps / 4000 North	SB Stop	a (6.1) / SBL	a (7.9) / SBL
NB Cedar Valley Hwy Ramps / 4000 North	NB Stop	a (7.0) / NBL	a (8.8) / NBL
Cedar Valley Hwy Ramps / Pole Canyon Blvd	Signal	C (25.2)	C (27.6)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

IX. FUTURE (2050) PLUS PROJECT CONDITIONS

A. Purpose

The purpose of the future (2050) plus project analysis is to study the intersections and roadways during the peak travel periods of the day for future background traffic and geometric conditions plus the net trips generated by the proposed development. This scenario provides valuable insight into the potential impacts of the proposed project on future background traffic conditions.

B. Roadway Network

Due to the 7-lane cross-section passing through Cedar Valley Hwy Ramps / Pole Canyon Boulevard intersection, the SPUI will need a different configuration than was shown in the background scenario to accommodate the change. The following configuration is recommended:

- Triple eastbound left-turn lanes
- A single eastbound thru lane
- Dual northbound and southbound left-turn lanes
- Dual southbound right-turn lanes
- Three westbound thru lanes
- Dual westbound left-turn lanes

C. Traffic Volumes

Hales Engineering added the project trips discussed in Chapter III to the future (2050) background traffic volumes to predict turning movement volumes for future (2050) plus project conditions. Future (2050) plus project morning and evening peak hour turning movement volumes are shown in Figure 9.

D. Level of Service Analysis

Hales Engineering determined that multiple study intersections are anticipated to operate at poor levels of service during the evening peak hours in future (2050) plus project conditions, as shown in Table 15.

E. Queuing Analysis

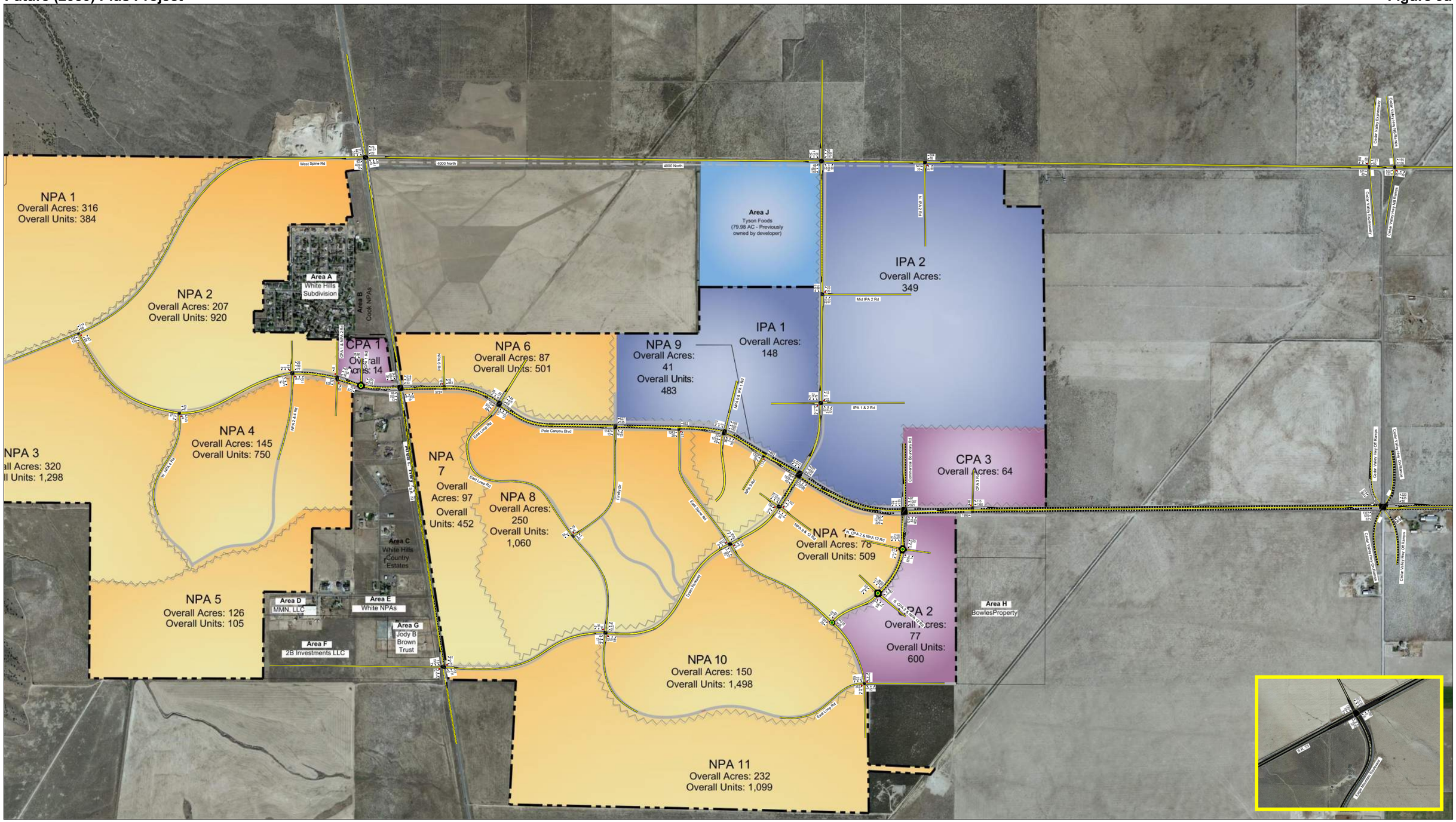
Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Some significant queuing was observed during the evening peak hour. See appendix D for details.

F. Mitigation Measures

It is recommended that eastbound permissive/protected left-turn phasing be implemented at the Tyson Parkway / Pole Canyon Boulevard intersection.

Eagle Mountain - Pole Canyon Master Plan TIS
Future (2050) Plus Project

Morning Peak Hour
Figure 9a



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Evening Peak Hour
Figure 9b

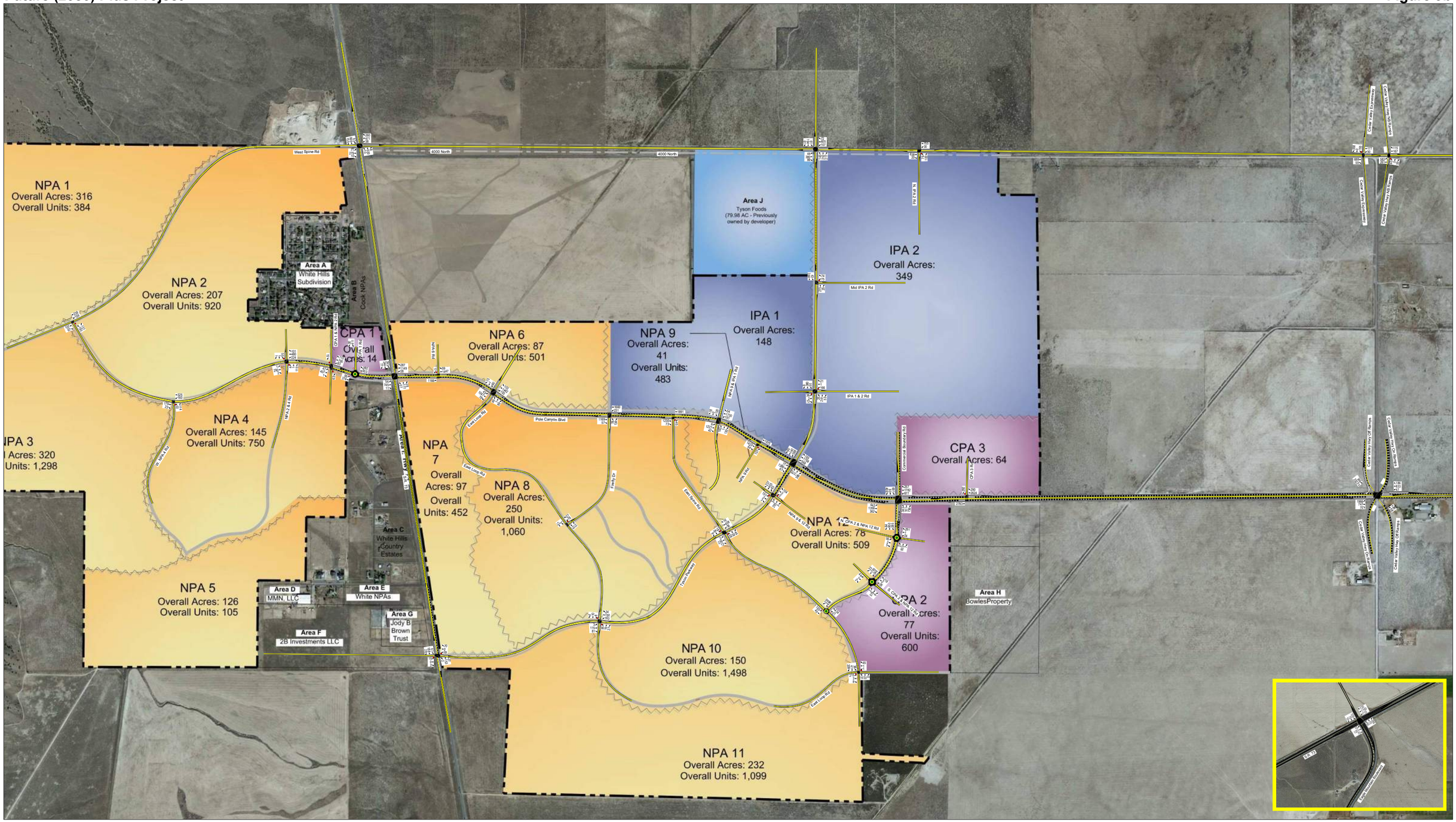

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Table 15: Future (2050) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	Signal	D (35.9)	D (48.9)
4000 North / S.R. 73	Signal	C (34.4)	D (42.7)
Tyson Parkway / 4000 North	Signal	C (22.5)	C (27.7)
Pole Canyon Boulevard / S.R. 73	Signal	C (34.0)	C (35.0)
Tyson Parkway / Pole Canyon Boulevard	Signal	C (24.6)	E (76.7)
West Spine Road / Pole Canyon Boulevard	NB Stop	a (8.3) / NBL	c (18.2) / NBL
W. NPA 4 Road / Pole Canyon Boulevard	NB Stop	a (7.9) / NBL	b (11.4) / NBL
NPA 2 & 4 Road / Pole Canyon Boulevard	NB/SB Stop	c (19.4) / NBT	c (21.8) / SBL
CPA 1 & NPA 2 Road / Pole Canyon Boulevard	NB/SB Stop	a (5.8) / WBL	a (8.3) / EBL
NPA 6 Road / Pole Canyon Boulevard	SB Stop	a (5.1) / SBR	a (9.2) / SBR
East Loop Road / Pole Canyon Boulevard	Signal	B (11.6)	B (13.1)
Firefly Drive / Pole Canyon Boulevard	Signal	A (5.1)	C (28.5)
East Spine Road / Pole Canyon Boulevard	NB Stop	a (9.6) / NBR	f (>50) / NBR
NPA 9 & IPA 1 Road / Pole Canyon Boulevard	Signal	A (9.4)	D (39.0)
NPA 9 Road / Pole Canyon Boulevard	NB Stop	b (14.4) / NBR	f (>50) / NBR
IPA 1 & 2 Road / Tyson Parkway	EB/WB Stop	c (21.1) / WBT	f (>50) / WBT
Mid IPA 2 Road / Tyson Parkway	WB Stop	a (8.7) / WBL	b (10.1) / WBL
North IPA 2 Road / 4000 North	NB Stop	c (18.0) / WBL	d (26.9) / NBL
SB Cedar Valley Hwy Ramps / 4000 North	NB Stop	c (18.1) / EBT	c (20.5) / SBL
NB Cedar Valley Hwy Ramps / 4000 North	SB Stop	c (24.6) / NBL	d (27.6) / NBL
Commercial Boundary Rd / Pole Canyon Blvd	Signal	C (26.7)	D (49.5)
CPA 3 Road / Pole Canyon Boulevard	SB Stop	b (14.4) / WBR	f (>50) / SBR
Cedar Valley Hwy Ramps / Pole Canyon Blvd	Signal	C (25.4)	E (76.2)
Firefly Drive / East Loop Road	WB Stop	a (5.1) / SWL	a (5.9) / SWL
East Spine Road / Tyson Parkway	NB/SB Stop	a (8.1) / NBL	b (12.0) / SBL
NPA 9 & 12 Road / Tyson Parkway	EB/WB Stop	a (9.5) / SEL	c (16.8) / SEL
N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	A (3.7)	A (6.0)
S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	A (3.2)	A (4.5)
Commercial Boundary Road / East Spine Road	Roundabout	A (3.2)	A (5.1)
Tyson Parkway / S.R. 73	EB/WB Stop	a (6.6) / WBL	b (10.3) / WBL
East Loop Road / Tyson Parkway	NB/SB Stop	a (6.2) / NBL	a (9.4) / NBT
East Loop Road / East Spine Road	EB/WB Stop	a (6.0) / EBL	a (9.1) / WBT
CPA 1 Road / Pole Canyon Boulevard	Roundabout	A (5.6)	C (21.3)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

G. Mitigated Scenario

With the proposed improvements, all study intersections are anticipated to operate at acceptable levels of service during the morning and peak hours, with the exception of the CPA 3 Road / Pole Canyon Boulevard intersection, as shown in Table 16. Little can be done to mitigate this intersection and drivers will learn to adapt and reroute.

Table 16: Mitigated Future (2050) Plus Project Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Eagle Mountain Boulevard / S.R. 73	Signal	D (38.7)	D (47.9)
4000 North / S.R. 73	Signal	C (31.2)	D (38.3)
Tyson Parkway / 4000 North	Signal	C (24.3)	C (31.0)
Pole Canyon Boulevard / S.R. 73	Signal	C (34.6)	D (41.3)
Tyson Parkway / Pole Canyon Boulevard	Signal	C (26.7)	D (41.0)
West Spine Road / Pole Canyon Boulevard	NB Stop	a (8.4) / NBL	c (21.9) / NBL
W. NPA 4 Road / Pole Canyon Boulevard	NB Stop	a (9.8) / NBL	b (12.0) / NBL
NPA 2 & 4 Road / Pole Canyon Boulevard	NB/SB Stop	b (12.9) / NBT	d (26) / NBT
CPA 1 & NPA 2 Road / Pole Canyon Boulevard	NB/SB Stop	a (4.7) / NBR	a (7.4) / EBL
NPA 6 Road / Pole Canyon Boulevard	SB Stop	a (4.3) / SBR	c (16.7) / SBR
East Loop Road / Pole Canyon Boulevard	Signal	B (11.6)	B (10.3)
Firefly Drive / Pole Canyon Boulevard	Signal	A (5.4)	A (9.0)
East Spine Road / Pole Canyon Boulevard	NB Stop	a (9.6) / NBR	a (8.3) / NBR
NPA 9 & IPA 1 Road / Pole Canyon Boulevard	Signal	A (9.3)	B (12.5)
NPA 9 Road / Pole Canyon Boulevard	NB Stop	c (17.1) / NBR	d (25.6) / NBR
IPA 1 & 2 Road / Tyson Parkway	EB/WB Stop	b (13.7) / EBT	c (17.4) / WBL
Mid IPA 2 Road / Tyson Parkway	WB Stop	b (10.1) / WBL	b (10.3) / WBL
North IPA 2 Road / 4000 North	NB Stop	c (18.5) / WBL	d (28.2) / NBL
SB Cedar Valley Hwy Ramps / 4000 North	NB Stop	c (17.3) / EBT	c (21.2) / SBL
NB Cedar Valley Hwy Ramps / 4000 North	SB Stop	c (22.1) / NBL	d (26.3) / NBL
Commercial Boundary Rd / Pole Canyon Blvd	Signal	C (28.7)	D (54.4)
CPA 3 Road / Pole Canyon Boulevard	SB Stop	b (14.4) / WBR	f (>50) / SBR
Cedar Valley Hwy Ramps / Pole Canyon Blvd	Signal	C (26.0)	C (33.6)
Firefly Drive / East Loop Road	WB Stop	a (5.4) / SWL	a (6.0) / SWL
East Spine Road / Tyson Parkway	NB/SB Stop	a (7.5) / SBL	b (12.0) / NBL
NPA 9 & 12 Road / Tyson Parkway	EB/WB Stop	b (10.4) / SEL	c (18.4) / SEL
N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	A (3.6)	A (6.1)
S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	A (3.1)	A (4.5)
Commercial Boundary Road / East Spine Road	Roundabout	A (3.2)	A (5.3)
Tyson Parkway / S.R. 73	EB/WB Stop	a (7.3) / WBL	a (9.3) / WBL
East Loop Road / Tyson Parkway	NB/SB Stop	a (6.8) / NBT	a (9.3) / NBT
East Loop Road / East Spine Road	EB/WB Stop	a (6.5) / EBT	b (10.8) / WBT
CPA 1 Road / Pole Canyon Boulevard	Roundabout	A (5.6)	C (24.6)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

H. Recommended Storage Lengths

Hales Engineering determined recommended storage lengths based on the 95th percentile queue lengths given in the future (2050) plus project scenario. These storage lengths do not include the taper length. Recommended storage lengths for the study intersections are shown in Table 17. Intersections shown in Table 17 include new intersections and existing intersections that have recommended storage length changes.

Table 17: Recommended Storage Lengths

	Intersection	Recommended Storage Lengths (feet)															
		Northbound				Southbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
1	Eagle Mountain Boulevard / S.R. 73	-	-	-	325	-	275	-	100	-	100	-	-	275	425	-	100
2	4000 North / S.R. 73	-	100	-	-	-	-	-	125	-	300	-	100	-	-	-	300
3	Tyson Parkway / 4000 North	100	250	-	225	-	150	-	125	-	150	-	150	-	225	-	225
4	Pole Canyon Boulevard / S.R. 73	-	100	-	-	100	325	-	-	-	150	-	100	140	150	-	350
5	Tyson Parkway / Pole Canyon Boulevard	-	200	-	325	-	300	-	100	-	200	-	-	-	325	-	125
9	NPA 2 & 4 Road / Pole Canyon Boulevard	-	-	-	100	-	-	-	100	-	100	-	-	-	100	-	-
12	East Loop Road / Pole Canyon Boulevard	-	175	-	100	-	175	-	100	-	100	-	100	-	175	-	100
13	Firefly Drive / Pole Canyon Boulevard	-	-	-	100	-	-	-	-	-	-	-	100	-	175	-	-
15	NPA 9 & IPA 1 Road / Pole Canyon Boulevard	-	225	-	125	-	250	-	100	-	100	-	100	-	275	-	100
17	IPA 1 & 2 Road / Tyson Parkway	-	100	-	100	-	100	-	100	-	-	-	100	-	-	-	100
18	Mid IPA 2 Road / Tyson Parkway	-	-	-	100	-	100	-	-	-	-	-	-	-	-	-	100
19	North IPA 2 Road / 4000 North	-	-	-	125	-	-	-	-	-	-	-	100	-	100	-	-
21	SB Cedar Valley Hwy Ramps / 4000 North	-	-	-	-	-	-	-	250	-	-	-	100	-	100	-	-
22	NB Cedar Valley Hwy Ramps / 4000 North	-	-	-	100	-	-	-	-	-	175	-	-	-	-	-	100
23	Commercial Boundary Rd / Pole Canyon Blvd	-	250	-	225	-	500	-	300	-	425	-	350	-	500	-	350
24	CPA 3 Road / Pole Canyon Boulevard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100
26	Cedar Valley Hwy Ramps / Pole Canyon Blvd	-	100	-	100	-	275	-	525	-	325	-	100	-	125	-	100
27	Firefly Drive / East Loop Road	-	-	-	-	-	-	-	100	-	-	-	-	-	-	-	-
28	East Spine Road / Tyson Parkway	-	-	-	100	-	-	-	100	-	100	-	-	-	100	-	-
29	NPA 9 & 12 Road / Tyson Parkway	-	100	-	-	-	100	-	-	-	-	-	100	-	-	-	100
33	Tyson Parkway / S.R. 73	-	100	-	100	-	100	-	100	-	-	-	-	-	-	-	100
34	East Loop Road / Tyson Parkway	-	100	-	100	-	100	-	100	-	100	-	-	-	100	-	-

1. Storage lengths are based on 2050 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, February 2023

I. NPA 10 & 12 Density Change Analysis

A change to the site plan is currently being considered that would shift approximately 271 residential units from NPA 10 to NPA 12. The overall unit count would remain the same, but some of the internal traffic would shift more toward the NPA 12 accesses. To determine the impact of

this shift, the future (2050) evening peak hour was analyzed to reflect worst-case conditions. The shifted evening peak hour volumes are shown in Figure 10.

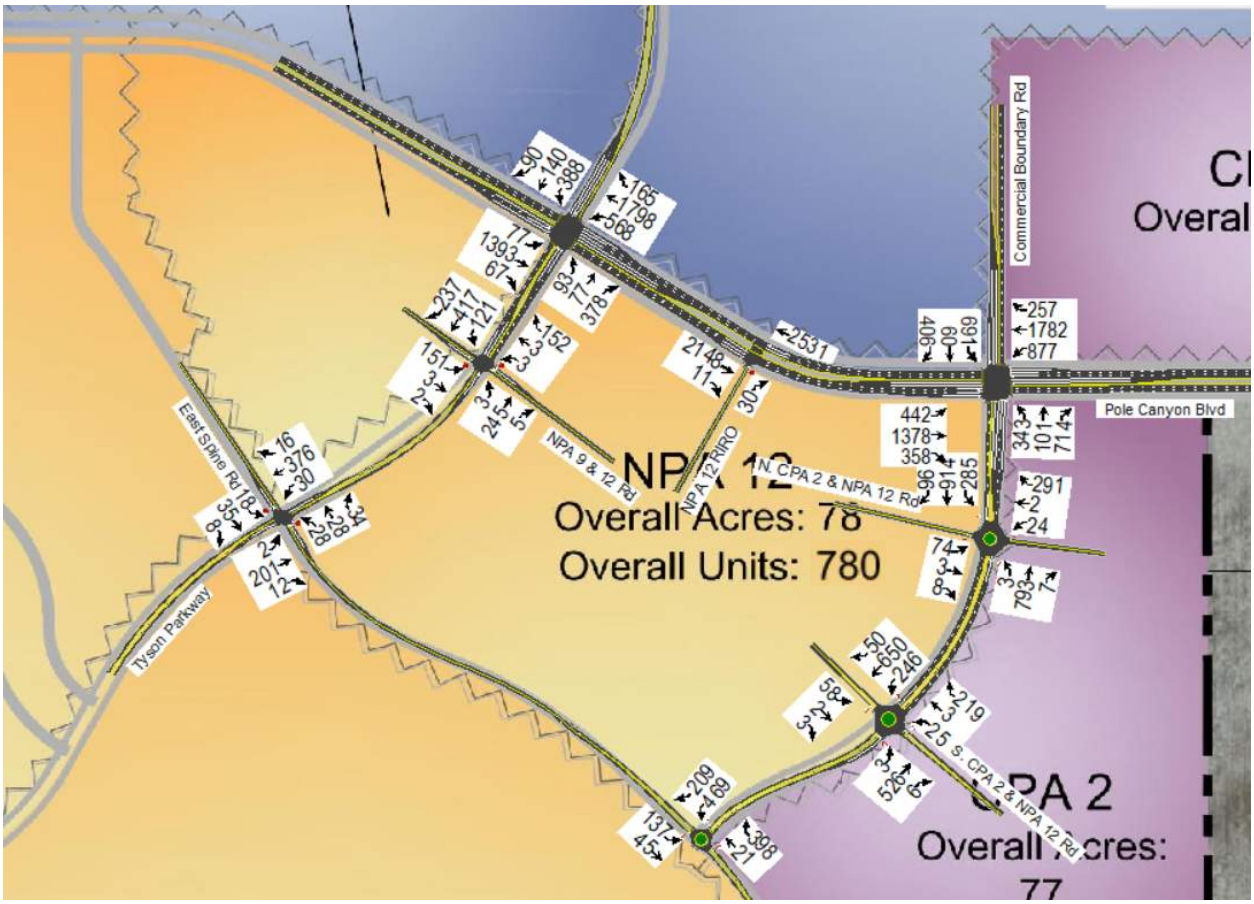

Figure 10: Future (2050) shifted NPA 12 evening peak hour volumes

To determine the impact of this shift, the following nearby intersections were analyzed:

- Tyson Parkway / Pole Canyon Boulevard
- NPA 9 & 12 Road / Tyson Parkway
- N. CPA 2 & NPA 12 Road / Commercial Boundary Road
- S. CPA 2 & NPA 12 Road / Commercial Boundary Road
- NPA 12 RIRO / Pole Canyon Boulevard

Hales Engineering determined that all of the above intersections are anticipated to operate at acceptable levels of service during the evening peak hour in future (2050) conditions, as shown in Table 18.

Table 18: Future (2050) Shifted NPA 12 Evening Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Tyson Parkway / Pole Canyon Boulevard	Signal	N/A	D (43.0)
NPA 9 & 12 Road / Tyson Parkway	SE/NW Stop	N/A	c (18.6) / NWT
N. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	N/A	A (6.6)
S. CPA 2 & NPA 12 Rd / Commercial Boundary Rd	Roundabout	N/A	A (4.7)
NPA 12 RIRO / Pole Canyon Boulevard	NB Stop	N/A	c (23.6) / NBR

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

No significant queueing is anticipated during the evening peak hour. Based on these results, it is not anticipated that any additional mitigation measures will be needed due to the shift in units and the new RIRO access.

J. Wilson Lane Access Analysis

The development is also considering an access from CPA 1 to Wilson Lane, which is an existing road. The Wilson Lane / S.R. 73 intersection currently has left- and right-turn acceleration and deceleration lanes. Existing volumes on Wilson Lane were estimated using ITE trip generation rates and were distributed with most traffic traveling north on S.R. 73. To determine the impact of this potential access, the future (2050) evening peak hour was analyzed to reflect worst-case conditions.

The anticipated combined future (2050) evening peak hour volumes with the proposed Wilson Lane access assumed are shown in Figure 11.

To determine the impact of this access, the following nearby intersections were analyzed:

- Wilson Lane / S.R. 73
- Pole Canyon Boulevard / S.R. 73
- CPA 1 Road / Pole Canyon Boulevard
- CPA 1 & NPA 2 Road / Pole Canyon Boulevard

Hales Engineering determined that all of the above intersections are anticipated to operate at acceptable levels of service during the evening peak hour in future (2050) conditions, as shown in Table 19.

A southbound 95th percentile queue of approximately 325 feet is anticipated on the southbound approach of the CPA 1 Road / Pole Canyon Boulevard intersection. If the delay becomes too great, some drivers may reroute to Wilson Lane, where there is some additional capacity.

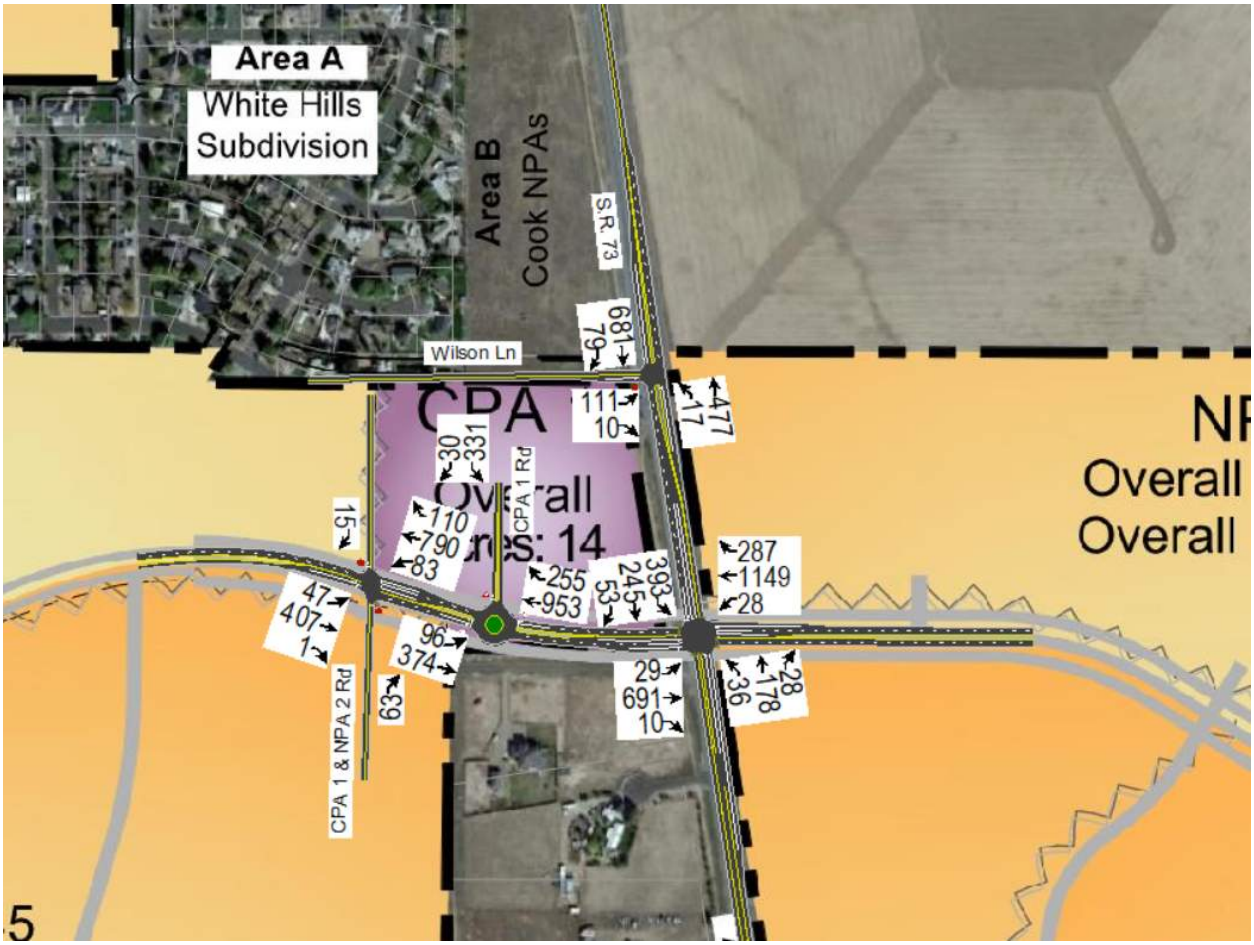

Figure 11: Future (2050) evening peak hour volumes with Wilson Lane Access

Table 19: Future (2050) 12 Evening Peak Hour LOS with Wilson Lane Access

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Wilson Lane / S.R. 73	EB Stop	N/A	c (16.3) / EBL
Pole Canyon Boulevard / S.R. 73	Signal	N/A	D (35.1)
CPA 1 Road / Pole Canyon Boulevard	Roundabout	N/A	a (7.4) / EBL
CPA 1 & NPA 2 Road / Pole Canyon Boulevard	NB/SB Stop	N/A	C (16.5)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, February 2023

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MEMORANDUM



Date: January 9, 2023

To: DAI

From: Hales Engineering

Subject: Eagle Mountain – Pole Canyon Intersection Configurations

UT21-1979

Introduction

This memorandum discusses the study completed for the proposed Pole Canyon development located in Eagle Mountain, Utah. This memorandum is not anticipated to be a replacement for a full traffic impact study. Rather, the purpose of this study is to determine the needed intersection configurations along Pole Canyon Boulevard between S.R. 73 and Tyson Parkway.

Project Description

The Pole Canyon development will be located on either side of S.R. 73 in Eagle Mountain from approximately the White Hills neighborhood to Fairfield. The development is anticipated to be a mixed-use project including approximately 9,659 residential units, 114 acres of commercial development, and 495 acres of industrial development. The Tyson development, while no longer a part of the Pole Canyon development, was factored into the study. A preliminary land use plan for the project is provided in Appendix A.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation (11th Edition, 2022)*. Trip generation for the pickleball courts was estimated using available data for a similar use in Utah County.

Internal capture reductions were made as it is anticipated that some traffic will remain internal to the site due to the mix of residential and commercial uses. The Pole Canyon development is largely isolated from the rest of Eagle Mountain and is largely self-sufficient based on its mix of residential, commercial, and industrial uses. The WFRC/MAG travel demand model had been used previously to estimate an internal capture rate of 40% in prior studies for this development, and it was assumed that it would remain approximately the same given the consistency in mix of land uses. Approximately half of the trips internal to the development were assigned to Pole Canyon Boulevard.

Some pass-by reductions were also made as it is likely that the commercial areas will serve as intermediate destinations for existing road users. ITE rates were utilized for these reductions, which were then rounded down to be conservative. Detailed trip generation is contained in Appendix B.

Project traffic was distributed based on prior analyses using the WFRC/MAG travel demand model. The resulting distribution of project generated trips during the morning and evening peak hour is shown in Table 1.

Table 1: Trip Distribution

Direction	% To/From Project
North	77%
South	3%
East	20%

These trip distribution assumptions were used to assign the peak hour trip generation at the study intersections to create trip assignment for the proposed development. Trip assignment for the development is shown in Figure 1.

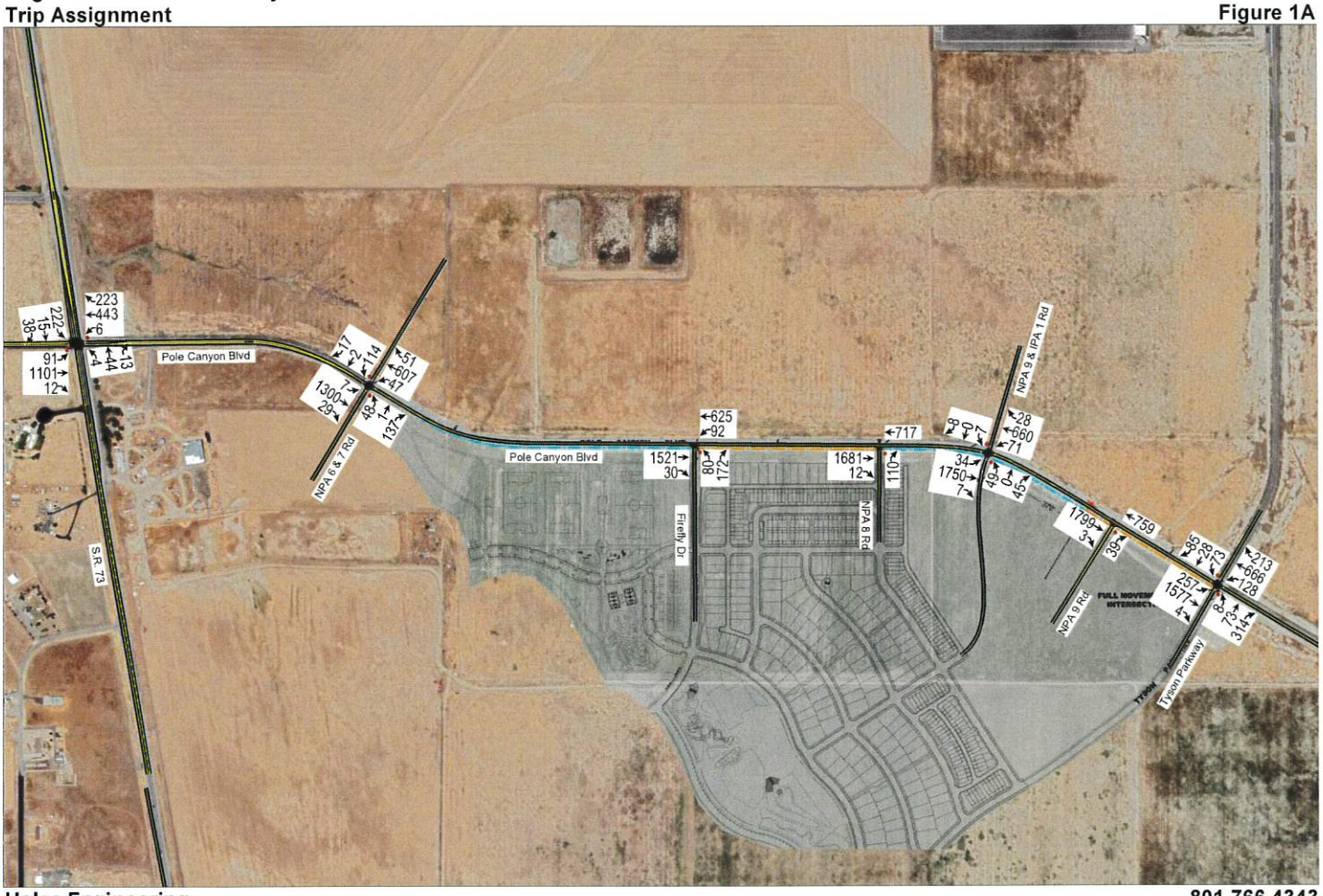
Analysis

Future (2050) background traffic on S.R. 73 and Pole Canyon Boulevard was estimated using existing counts at a nearby intersection and the WFRC/MAG travel demand model. Future (2050) plus project volumes are shown in Figure 2.

Level of service (LOS) and 95th percentile queue results were calculated for each of the study intersections along Pole Canyon Boulevard using Synchro/SimTraffic software to obtain the recommended configuration of each of the study intersections.

Eagle Mountain - Pole Canyon TS
Trip Assignment

Morning Peak Hour
Figure 1A



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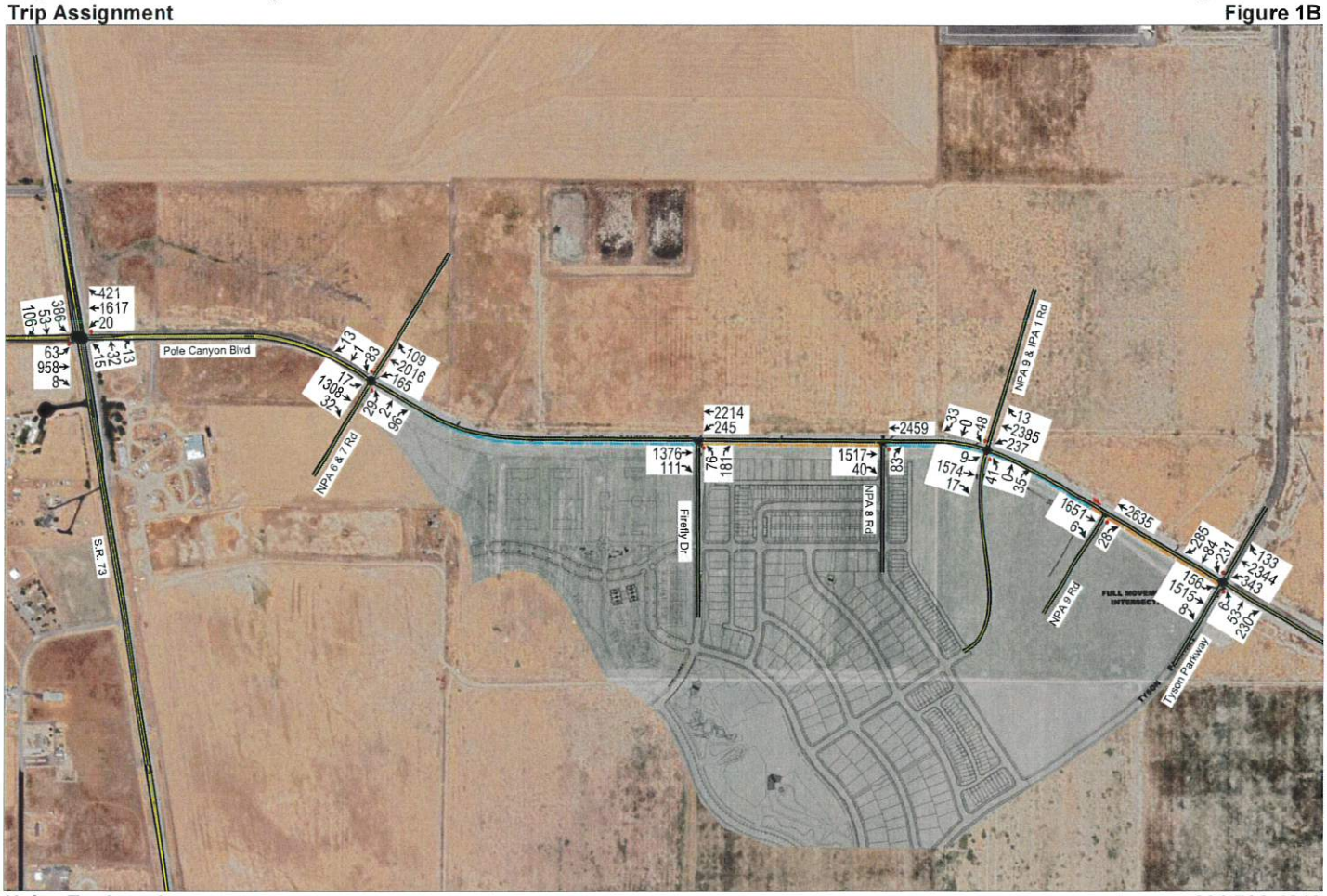
Eagle Mountain - Pole Canyon TS
Trip Assignment

Evening Peak Hour
Figure 1B



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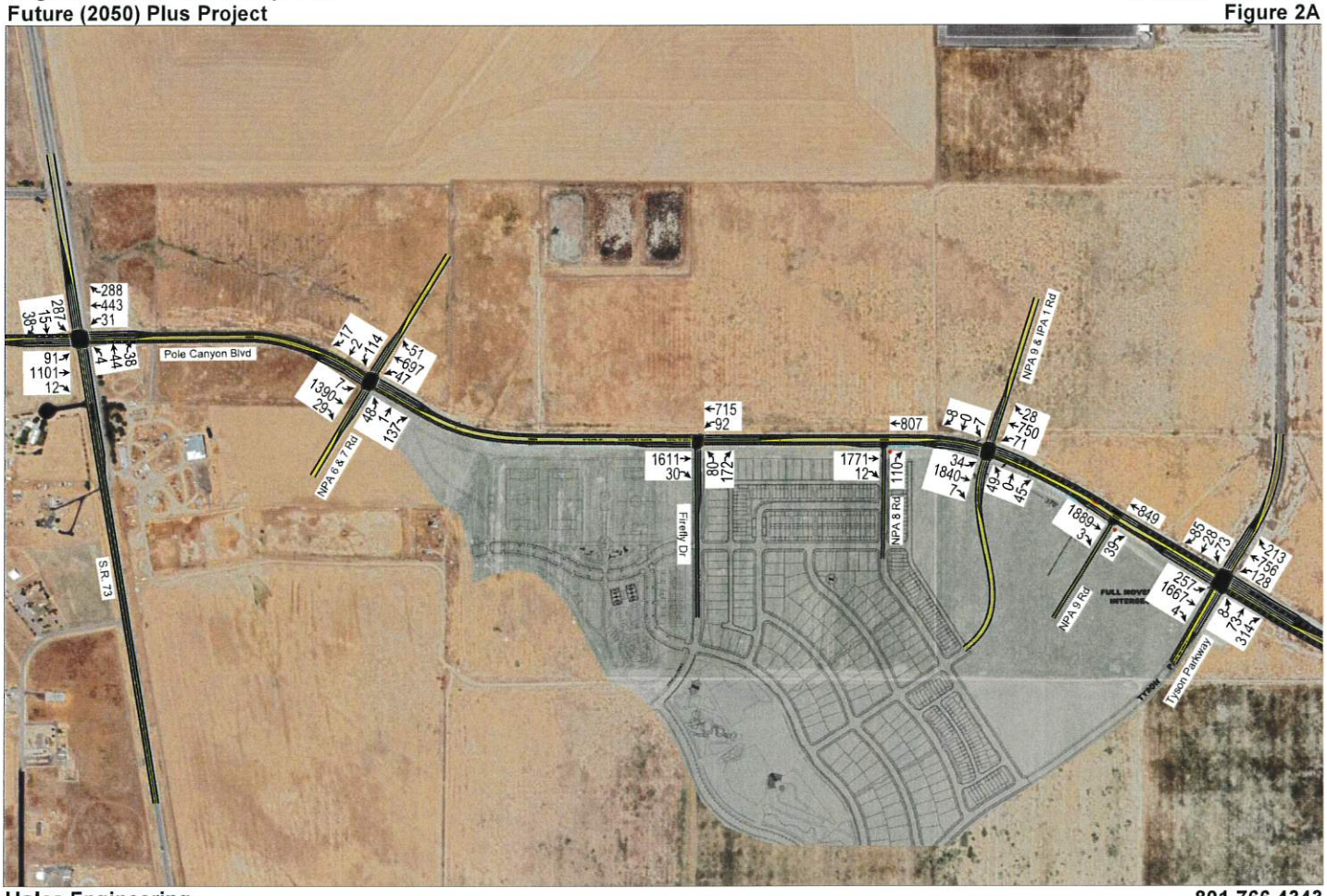
Eagle Mountain - Pole Canyon TS
Future (2050) Plus Project

Morning Peak Hour
Figure 2A



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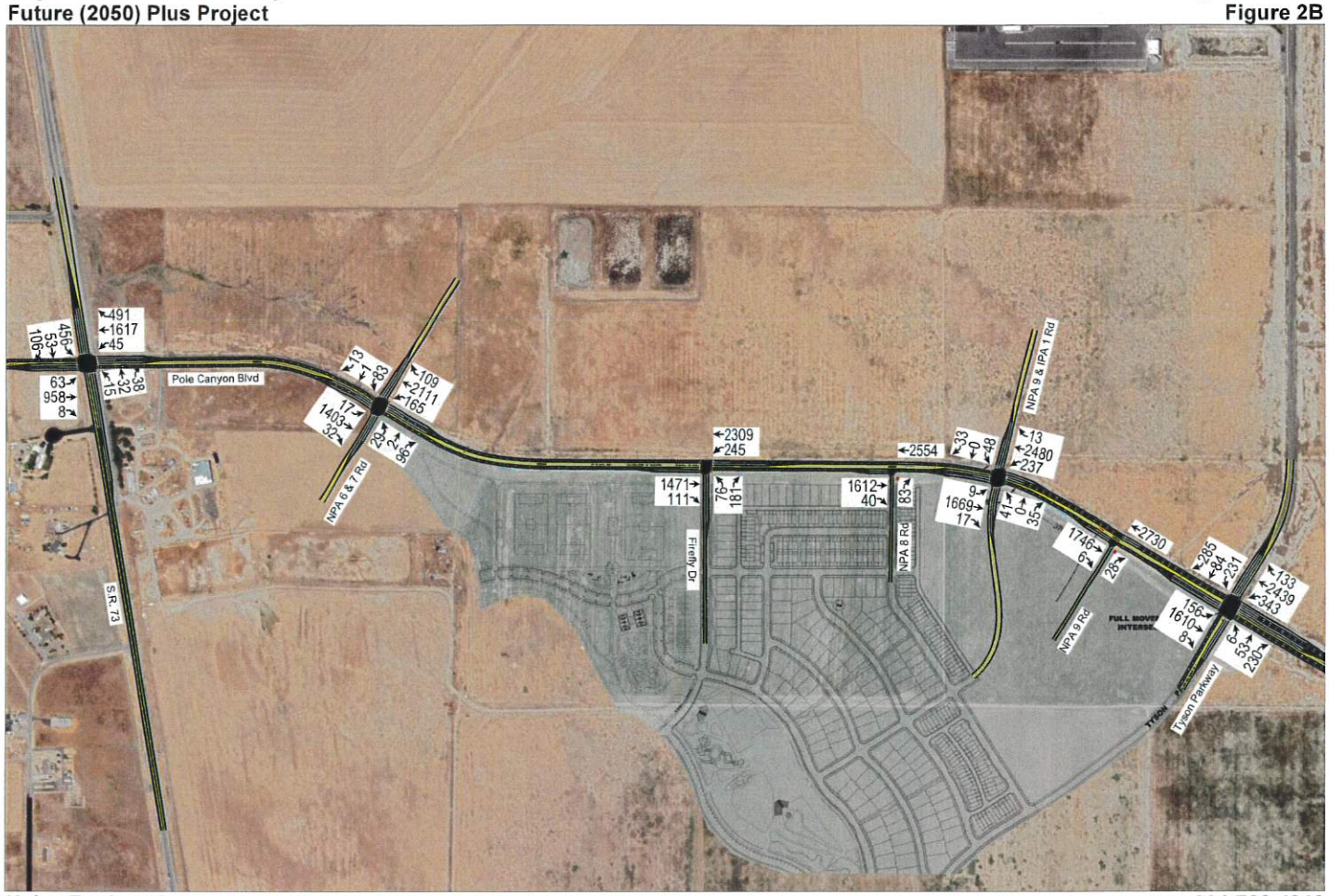
Eagle Mountain - Pole Canyon TS
Future (2050) Plus Project

Evening Peak Hour
Figure 2B



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Recommended Configuration

The following roadway and intersection layouts are recommended:

- Pole Canyon Boulevard:
  - Per prior recommendations, Pole Canyon Boulevard will need to be constructed as a 7-lane roadway to the east of Tyson Parkway
    - This 7-lane cross-section will need to be extended slightly west of Tyson Parkway, starting in the eastbound direction just west of Tyson Parkway and ending in the westbound direction with a trap left-turn lane at NPA 9 & IPA 1 Road
    - It is anticipated that Pole Canyon Boulevard will need a 5-lane cross-section to the west of these points.
- Pole Canyon Boulevard / S.R. 73:
  - Right-turn pockets on all approaches
  - Left-turn pockets: Northbound, eastbound, and westbound
  - Dual left-turn lanes: Southbound
- NPA 6 & 7 Road / Pole Canyon Boulevard:
  - Right-turn pockets on all approaches
  - Left-turn pockets on all approaches
- Firefly Drive / Pole Canyon Boulevard:
  - Right-turn pockets: Northbound and eastbound
  - Left-turn pocket: Westbound
- NPA 8 Road (Right-in/right-out):
  - Eastbound right-turn pocket
- NPA 9 & IPA 1 Road / Pole Canyon Boulevard:
  - Right-turn pockets on all approaches
  - Left-turn pockets on all approaches
- NPA 9 Road (Right-in/right-out) / Pole Canyon Boulevard:
  - Eastbound right-turn pocket
- Tyson Parkway / Pole Canyon Boulevard:
  - Right-turn pockets on all approaches
  - Left-turn pockets: Northbound and eastbound
  - Dual left-turn lanes: Southbound and westbound
- Potential signal locations when warranted:
  - Pole Canyon Boulevard / S.R. 73
  - NPA 6 & 7 Road / Pole Canyon Boulevard
  - Firefly Drive / Pole Canyon Boulevard
  - NPA 9 & IPA 1 Road / Pole Canyon Boulevard
  - Tyson Parkway / Pole Canyon Boulevard
  - The signal warrants for these locations is based on an assumed 85th percentile speed of greater than 40 mph. If the 85th percentile speed is less, some signals may not be warranted.

A diagram with the recommended lane configuration is shown in Figure 3. This diagram does **not** show the accurate storage and taper lengths and is only meant to show the number of lanes. The recommended storage lengths shown in Table 3 should be used to determine turn lane length.

With the proposed configuration, it is anticipated that all study intersections, with the exception of the NPA 8 Road / Pole Canyon Boulevard intersection, will operate at acceptable levels of service during the morning and evening peak hour, as shown in Table 2. Little can be done to mitigate the NPA 8 Road / Pole Canyon Boulevard intersection as it does not warrant signalization. Drivers will learn to adapt and reroute.

Table 2: Future (2050) Plus Project Morning and Evening Peak Hour LOS

Intersection		LOS (Sec. Delay / Veh.) / Movement[1]	
Description	Control	Morning Peak	Evening Peak
Pole Canyon Boulevard / S.R. 73	Signal	B (18.7)	C (27.9)
NPA 6 & 7 Road / Pole Canyon Boulevard	Signal	A (7.8)	A (9.9)
Firefly Drive / Pole Canyon Boulevard	Signal	A (8.2)	B (11.8)
NPA 8 Road / Pole Canyon Boulevard	NB Stop	f (>50) / NBR	d (26.4) / NBR
NPA 9 & IPA 1 Road / Pole Canyon Boulevard	Signal	A (10.0)	B (19.0)
NPA 9 Road / Pole Canyon Boulevard	NB Stop	d (25.1) / NBR	d (26.0) / NBR
Tyson Parkway / Pole Canyon Boulevard	Signal	B (18.3)	D (42.5)

1. Movement indicated for unsignalized intersections where delay and LOS represents worst movement. SBL = Southbound left movement, etc.
2. Uppercase LOS used for signalized, roundabout, and AWSC intersections. Lowercase LOS used for all other unsignalized intersections.

Source: Hales Engineering, January 2023

Hales Engineering calculated the 95th percentile queue lengths for each of the study intersections. Some significant queueing was observed during the morning and evening peak hours. Significant 95th percentile queue lengths during the morning and evening peak hour are summarized as follows:

- Tyson Pkwy / Pole Canyon Blvd:
  - Westbound: 750 feet
  - Eastbound: 500 feet

Recommended Storage Lengths

Hales Engineering determined recommended storage lengths based on the 95th percentile queue lengths given in the future (2050) plus project scenario. These storage lengths do not include the taper length. Recommended storage lengths for the study intersections are shown in Table 3. Intersections shown in Table 3 include new intersections and existing intersections that have recommended storage length changes.

Eagle Mountain - Pole Canyon TS
Proposed Configuration

Figure 3



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Table 3: Recommended Storage Lengths

	Intersection	Recommended Storage Lengths (feet)															
		Northbound				Southbound				Eastbound				Westbound			
		LT		RT		LT		RT		LT		RT		LT		RT	
		E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
1	Pole Canyon Boulevard / S.R. 73	-	-	-	-	110	300	-	-	-	350	-	100	-	100	-	225
2	NPA 6 & 7 Road / Pole Canyon Boulevard	-	100	-	125	-	150	-	100	-	100	-	100	-	125	-	100
3	Firefly Drive / Pole Canyon Boulevard	-	-	-	175	-	-	-	-	-	-	-	100	-	225	-	-
4	NPA 8 Road / Pole Canyon Boulevard	-	-	-	-	-	-	-	-	-	-	-	100	-	-	-	-
5	NPA 9 & IPA 1 Road / Pole Canyon Boulevard	-	100	-	100	-	100	-	100	-	100	-	125	-	-	-	-
6	NPA 9 Road / Pole Canyon Boulevard	-	-	-	-	-	-	-	-	-	-	-	100	-	-	-	-
7	Tyson Parkway / Pole Canyon Boulevard	-	100	-	225	-	275	-	300	-	500	-	-	-	450	-	400

1. Storage lengths are based on 2050 95th percentile queue lengths and do not include required deceleration / taper distances
2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, January 2023

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APPENDIX A

Master Plan

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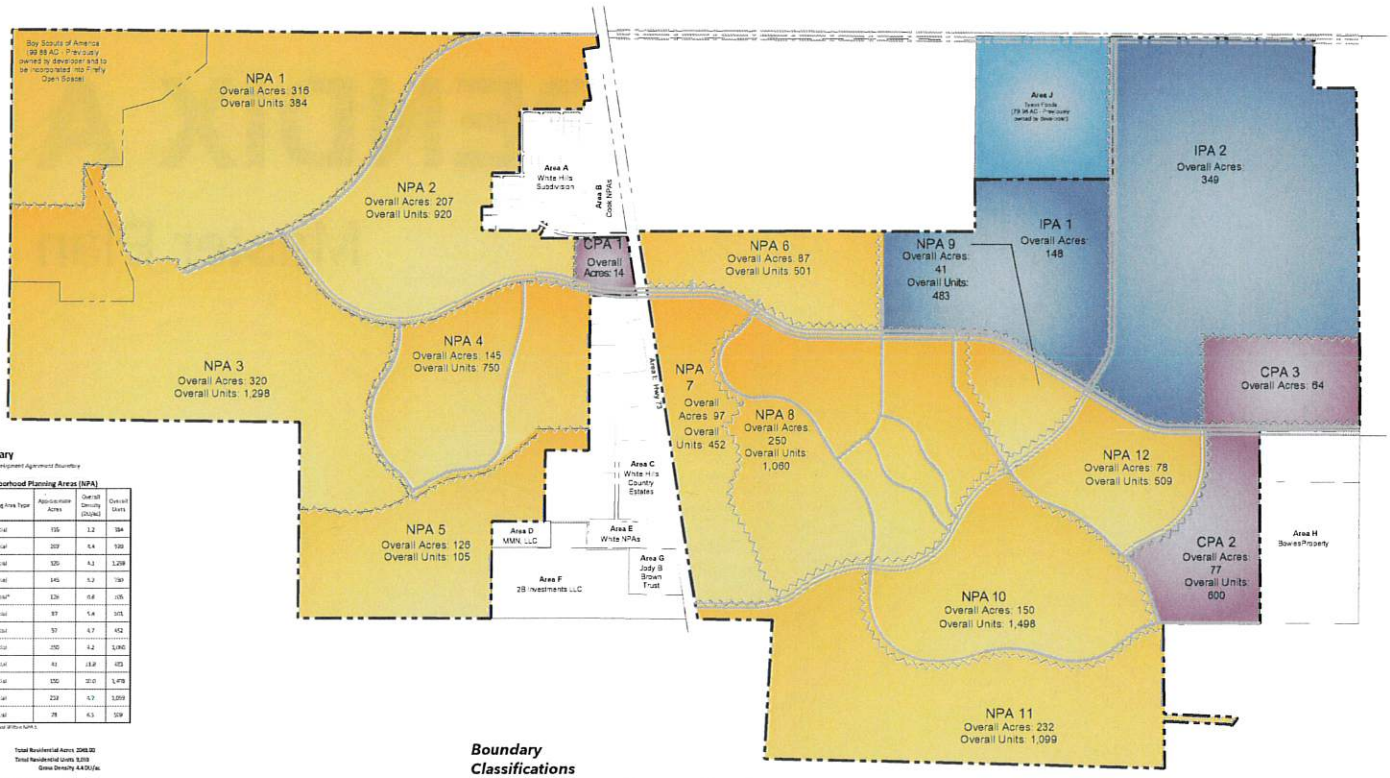

Site Summary

Parcels inside of Development Agreement Boundary

Neighborhood Planning Areas (NPA)

Planning Area	Planning Area Type	Approximate Acres	Overall Density (DU/AC)	Overall Units
1	Residential	316	1.2	384
2	Residential	207	4.4	920
3	Residential	320	4.1	1,298
4	Residential	145	5.2	750
5	Residential*	126	0.8	105
6	Residential	87	5.8	501
7	Residential	97	4.7	452
8	Residential	250	4.2	1,060
9	Residential	41	11.8	483
10	Residential	150	10.0	1,498
11	Residential	232	4.7	1,099
12	Residential	78	6.5	509

* Per MetroDistrict Allowed Within NPA 5

Total Residential Acres: 2045.00
Total Residential Units: 9,016
Gross Density: 4.4 DU/ac

Commercial Planning Areas (CPA)

1	Commercial	14	N/A	N/A
2	Mixed Use	77	N/A	600
3	Commercial	64	N/A	N/A

Industrial Planning Areas (IPA)

1	IPA 1	148	N/A	N/A
2	IPA 2	349	N/A	N/A

Total NPA Acres: 2045
Total CPA Acres: 154
Total IPA Acres: 497
Tyson Fields Acreage: 80
Total Dev. Agreement Acres: 2782
Total Residential Units: 9,616
Gross Density: 3.47 DU/ac

Boundary Classifications

- Development Agreement Boundary
- Planning Area Boundary
- Firefly Roadway (See Circulation Plan)

dtj DESIGN
architecture
planning
landscape architecture
3101 iris ave., ste 230
boulder, colorado 80301
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Land Use Element

EGI REAL ESTATE DEVELOPMENT & MANAGEMENT

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APPENDIX B

Trip Generation

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Trip Generation
Eagle Mountain - Pole Canyon TS

Area	Land Use[1]	# of Units	Unit Type	Trip Generation					Reductions		New Trips		
				Total	% In	% Out	In	Out	Internal Capture	Pass-by	In	Out	Total
Weekday Daily													
NPA 1	Single-Family Detached Housing (210)	384	DU	3,480	50%	50%	1,740	1,740	40%	0%	1,044	1,044	2,088
NPA 2	Single-Family Detached Housing (210)	920	DU	7,774	50%	50%	3,887	3,887	40%	0%	2,332	2,332	4,664
NPA 3	Single-Family Detached Housing (210)	1,298	DU	10,670	50%	50%	5,335	5,335	40%	0%	3,201	3,201	6,402
NPA 4	Single-Family Detached Housing (210)	750	DU	6,442	50%	50%	3,221	3,221	40%	0%	1,932	1,933	3,865
NPA 5	Single-Family Detached Housing (210)	105	DU	1,056	50%	50%	528	528	40%	0%	317	317	634
NPA 6	Single-Family Attached Housing (215)	501	DU	3,768	50%	50%	1,884	1,884	40%	0%	1,131	1,130	2,261
NPA 7	Single-Family Detached Housing (210)	452	DU	4,044	50%	50%	2,022	2,022	40%	0%	1,213	1,213	2,426
NPA 8	Single-Family Detached Housing (210)	1,160	DU	9,622	50%	50%	4,811	4,811	40%	0%	2,886	2,887	5,773
NPA 9	Single-Family Attached Housing (215)	383	DU	2,868	50%	50%	1,434	1,434	40%	0%	861	860	1,721
NPA 10	Single-Family Attached Housing (215)	1,498	DU	11,366	50%	50%	5,683	5,683	40%	0%	3,410	3,410	6,820
NPA 11	Single-Family Detached Housing (210)	1,099	DU	9,156	50%	50%	4,578	4,578	40%	0%	2,747	2,747	5,494
NPA 12	Single-Family Attached Housing (215)	509	DU	3,830	50%	50%	1,915	1,915	40%	0%	1,149	1,149	2,298
CPA 1	Shopping Center, >150k (820)	152	KSF	7,790	50%	50%	3,895	3,895	40%	15%	1,987	1,986	3,973
CPA 2	Shopping Center, >150k (820)	403	KSF	10,966	50%	50%	5,483	5,483	40%	15%	2,797	2,796	5,593
CPA 2	Multifamily Housing (Low-Rise) (220)	600	DU	3,922	50%	50%	1,961	1,961	40%	0%	1,176	1,177	2,353
CPA 3	Shopping Center, >150k (820)	686	KSF	14,550	50%	50%	7,275	7,275	40%	15%	3,711	3,710	7,421
IPA 1	Industrial Park (130)	1,263	KSF	3,512	50%	50%	1,756	1,756	40%	0%	1,053	1,054	2,107
IPA 2	Industrial Park (130)	3,050	KSF	5,552	50%	50%	2,776	2,776	40%	0%	1,665	1,666	3,331
Tyson	Industrial Park (130)	600	KSF	2,384	50%	50%	1,192	1,192	40%	0%	715	715	1,430
NPA 8	Public Park (411)	45	Acres	36	50%	50%	18	18	40%	0%	11	11	22
NPA 8	Soccer Complex (488)	3	Fields	214	50%	50%	107	107	40%	0%	64	64	128
NPA 8	Pickleball Courts	10	Courts	660	50%	50%	330	330	40%	0%	198	198	396
TOTAL				**123,662**			**61,831**	**61,831**			**35,600**	**35,600**	**71,200**
AM Peak Hour													
NPA 1	Single-Family Detached Housing (210)	384	DU	254	26%	74%	66	188	40%	0%	39	113	152
NPA 2	Single-Family Detached Housing (210)	920	DU	562	26%	74%	146	416	40%	0%	87	250	337
NPA 3	Single-Family Detached Housing (210)	1,298	DU	768	26%	74%	200	568	40%	0%	120	341	461
NPA 4	Single-Family Detached Housing (210)	750	DU	468	26%	74%	122	346	40%	0%	73	208	281
NPA 5	Single-Family Detached Housing (210)	105	DU	78	26%	74%	20	58	40%	0%	12	35	47
NPA 6	Single-Family Attached Housing (215)	501	DU	256	31%	69%	79	177	40%	0%	48	106	154
NPA 7	Single-Family Detached Housing (210)	452	DU	294	26%	74%	76	218	40%	0%	45	131	176
NPA 8	Single-Family Detached Housing (210)	1,160	DU	694	26%	74%	180	514	40%	0%	108	308	416
NPA 9	Single-Family Attached Housing (215)	383	DU	194	31%	69%	60	134	40%	0%	36	80	116
NPA 10	Single-Family Attached Housing (215)	1,498	DU	774	31%	69%	240	534	40%	0%	144	320	464
NPA 11	Single-Family Detached Housing (210)	1,099	DU	660	26%	74%	172	488	40%	0%	103	293	396
NPA 12	Single-Family Attached Housing (215)	509	DU	260	31%	69%	81	179	40%	0%	49	107	156
CPA 1	Shopping Center, >150k (820)	152	KSF	224	62%	38%	139	85	40%	15%	71	43	114
CPA 2	Shopping Center, >150k (820)	403	KSF	372	62%	38%	231	141	40%	15%	118	72	190
CPA 2	Multifamily Housing (Low-Rise) (220)	600	DU	210	24%	76%	50	160	40%	0%	30	96	126
CPA 3	Shopping Center, >150k (820)	686	KSF	540	62%	38%	335	205	40%	15%	170	105	275
IPA 1	Industrial Park (130)	1,263	KSF	430	81%	19%	348	82	40%	0%	209	49	258
IPA 2	Industrial Park (130)	3,050	KSF	1,038	81%	19%	841	197	40%	0%	505	118	623
Tyson	Industrial Park (130)	600	KSF	204	81%	19%	165	39	40%	0%	99	23	122
NPA 8	Public Park (411)	45	Acres	2	59%	41%	1	1	40%	0%	0	1	1
NPA 8	Soccer Complex (488)	3	Fields	4	61%	39%	2	2	40%	0%	1	1	2
NPA 8	Pickleball Courts	10	Courts	48	97%	3%	47	1	40%	0%	28	1	29
TOTAL				**8,334**			**3,601**	**4,733**			**2,095**	**2,801**	**4,896**
PM Peak Hour													
NPA 1	Single-Family Detached Housing (210)	384	DU	352	63%	37%	222	130	40%	0%	133	78	211
NPA 2	Single-Family Detached Housing (210)	920	DU	802	63%	37%	505	297	40%	0%	303	178	481
NPA 3	Single-Family Detached Housing (210)	1,298	DU	1,106	63%	37%	697	409	40%	0%	419	245	664
NPA 4	Single-Family Detached Housing (210)	750	DU	662	63%	37%	417	245	40%	0%	250	147	397
NPA 5	Single-Family Detached Housing (210)	105	DU	106	63%	37%	67	39	40%	0%	41	23	64
NPA 6	Single-Family Attached Housing (215)	501	DU	298	57%	43%	170	128	40%	0%	102	77	179
NPA 7	Single-Family Detached Housing (210)	452	DU	412	63%	37%	260	152	40%	0%	156	91	247
NPA 8	Single-Family Detached Housing (210)	1,160	DU	996	63%	37%	627	369	40%	0%	377	221	598
NPA 9	Single-Family Attached Housing (215)	383	DU	226	57%	43%	129	97	40%	0%	78	58	136
NPA 10	Single-Family Attached Housing (215)	1,498	DU	896	57%	43%	511	385	40%	0%	307	231	538
NPA 11	Single-Family Detached Housing (210)	1,099	DU	946	63%	37%	596	350	40%	0%	358	210	568
NPA 12	Single-Family Attached Housing (215)	509	DU	302	57%	43%	172	130	40%	0%	103	78	181
CPA 1	Shopping Center, >150k (820)	152	KSF	764	48%	52%	367	397	40%	15%	188	202	390
CPA 2	Shopping Center, >150k (820)	403	KSF	1,540	48%	52%	739	801	40%	15%	376	409	785
CPA 2	Multifamily Housing (Low-Rise) (220)	600	DU	280	63%	37%	176	104	40%	0%	106	62	168
CPA 3	Shopping Center, >150k (820)	686	KSF	2,258	48%	52%	1,084	1,174	40%	15%	553	599	1,152
IPA 1	Industrial Park (130)	1,263	KSF	430	22%	78%	95	335	40%	0%	57	201	258
IPA 2	Industrial Park (130)	3,050	KSF	1,038	22%	78%	228	810	40%	0%	137	486	623
Tyson	Industrial Park (130)	600	KSF	204	22%	78%	45	159	40%	0%	27	95	122
NPA 8	Public Park (411)	45	Acres	25	55%	45%	14	11	40%	0%	8	7	15
NPA 8	Soccer Complex (488)	3	Fields	50	66%	34%	33	17	40%	0%	20	10	30
NPA 8	Pickleball Courts	10	Courts	94	26%	74%	24	70	40%	0%	14	42	56
TOTAL				**13,787**			**7,178**	**6,609**			**4,113**	**3,750**	**7,863**

1. Land Use Code from the Institute of Transportation Engineers (ITE) *Trip Generation*, 11th Edition 2021.

SOURCE: Hales Engineering, January 2023

RESOLUTION NO. R- -2023

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING THE AMENDED AND RESTATED POLE CANYON MASTER DEVELOPMENT AGREEMENT, NOW KNOWN AS FIREFLY

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Amended and Restated Pole Canyon Master Development Agreement, now known as Firefly, as set forth more specifically in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the Amended and Restated Pole Canyon Master Development Agreement, now known as Firefly, as set forth in Exhibit A.

2. The Amended and Restated Pole Canyon Master Development Agreement, now known as Firefly, is hereby approved, as set forth more specifically in Exhibit A.

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

ADOPTED by the City Council of Eagle Mountain City, Utah, this 18th day of April, 2023.

EAGLE MOUNTAIN CITY, UTAH

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 18th day of April, 2023.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

EAGLE MOUNTAIN	**EAGLE MOUNTAIN CITY** **CITY COUNCIL MEETING** **APRIL 18, 2023**
TITLE:	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.
ITEM TYPE:	Ordinance
FISCAL IMPACT:	
APPLICANT:	

GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:
No

PREPARED BY:
Loreen Johnson, Recorder's Office

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:
This project area is being established for a datacenter development. The company, QTS, intends building up to 6 buildings on the initial 100 acres. The datacenter project is a collocation datacenter, and would employ about 100 people permanently, 500 people in construction jobs, and invest about $2 billion overall. The datacenter campus does not plan to cool through water. The proposed TIF agreement is seen as necessary to make a successful business case for QTS which must be affordable to potential lessees in a competitive market.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

ORD--Sweetwater Industrial Park CRA #3 Plan

Sweetwater Industrial Park CRA #3 Plan - DRAFT

ORDINANCE NO. O- -2023

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ADOPTING THE SWEET WATER INDUSTRIAL PARK COMMUNITY REINVESTMENT PROJECT AREA #3 PLAN, AS APPROVED BY THE EAGLE MOUNTAIN REDEVELOPMENT AGENCY, 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.

PREAMBLE

WHEREAS the Board of the Eagle Mountain Redevelopment Agency (the "Agency"), having prepared a Project Area Plan (the "Plan") for the Sweet Water Industrial Park Community Reinvestment Project Area #3 (the "Project Area"), the boundary description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-5-105, and having held the required public hearing on the Plan on April 18, 2023, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area attached hereto as **EXHIBIT B**; and

WHEREAS the Utah Community Reinvestment Agency Act (the "Act") mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EAGLE MOUNTAIN CITY AS FOLLOWS:

1. The City of Eagle Mountain hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the "Official Plan").

2. City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-5-110, whereupon the Official Plan shall become effective pursuant to UCA § 17C-5-110(2).

3. Pursuant to UCA § 17C-5-110(5), the Agency may proceed to carry out the Official Plan upon its adoption.

4. This ordinance shall take effect upon publication.

APPROVED AND ADOPTED by the City Council of Eagle Mountain City this 18th day of April, 2023

EAGLE MOUNTAIN CITY

_____
Tom Westmoreland, Mayor

ATTEST:

_____
Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the Redevelopment Agency of Eagle Mountain City on the 18th day of April, 2023.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ 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

_____

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

PROJECT AREA BOUNDARY DESCRIPTION

Parcel: *59:058:0005*
Legal Description: *COM AT E 1/4 COR. SEC. 26, T6S, R2W, SLB&M.; S 0 DEG 16' 2" W 2672.43 FT; N 89 DEG 46' 24" W 1629.18 FT; N 0 DEG 16' 2" E 2675.07 FT; S 89 DEG 40' 50" E 1629.19 FT TO BEG. AREA 99.945 AC.*
Contains 4,353,386.4 square feet or 99.94 acres, more or less.

Parcel: *59:058:0006*
Legal Description: *COM AT NW COR. SEC. 26, T6S, R2W, SLB&M.; S 89 DEG 44' 36" E 2667.1 FT; S 0 DEG 18' 56" W 2662.33 FT; S 89 DEG 40' 50" E 1027.86 FT; S 0 DEG 16' 2" W 2675.07 FT; N 89 DEG 46' 24" W 1030.11 FT; N 89 DEG 44' 18" W 2671.51 FT; N 0 DEG 26' 41" E 2679.42 FT; N 0 DEG 16' 50" E 2659.41 FT TO BEG. AREA 389.921 AC.*
Contains 16,984,915.2 square feet or 389.92 acres, more or less.

Exhibit B

OFFICIAL COMMUNITY REINVESTMENT PROJECT AREA PLAN

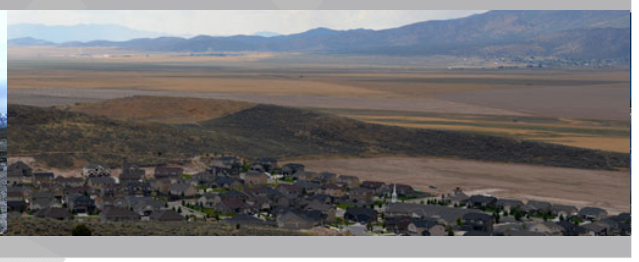
DRAFT PROJECT AREA PLAN

SWEETWATER INDUSTRIAL PARK
COMMUNITY REINVESTMENT AREA (CRA) #3

EAGLE MOUNTAIN REDEVELOPMENT AGENCY, UTAH







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MARCH 2023

LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.
GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM

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Definitions

As used in this Community Reinvestment Project Area Plan, the term:

"**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

"Agency" shall mean the Eagle Mountain Redevelopment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

"**Base taxable value**" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

"Base year" shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

"City" or "Community" shall mean the City of Eagle Mountain.

"Legislative body" shall mean the City Council of Eagle Mountain which is the legislative body of the City.

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (42) and 17C-5-104(3)(e).

"Project Area" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A** & **Exhibit B**).

"Net Present Value (NPV)" shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over a number of years in today's dollars.

"Project Area Budget" shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

- the base taxable value of property in the Project Area;
- the projected tax increment expected to be generated within the Project Area;
- the amount of tax increment expected to be shared with other taxing entities;
- the amount of tax increment expected to be used to implement the Project Area plan;
- if the area from which tax increment is to be collected is less than the entire Project Area:
  - the tax identification number of the parcels from which tax increment will be collected; or

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- a legal description of the portion of the Project Area from which tax increment will be collected; and

- for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

"Project Area Plan" or **"Plan"** shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the SWEETWATER INDUSTRIAL PARK #3 PLAN will be subject to an interlocal agreement process with the taxing entities within the Project Area.

"Taxes" includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible**.**

"Taxing Entity" shall mean any public entity that levies a tax on any property within the Project Area.

"Tax Increment" shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

"Tax Increment Period" shall mean the period in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

"Tax Year" shall mean the 12-month period between sequential tax roll equalizations (November 1st - October 31st) of the following year, e.g., the November 1, 2022 - October 31, 2023 tax year.

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Introduction

The Eagle Mountain Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Eagle Mountain City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this draft Project Area Plan (the "Plan") for the Sweetwater Industrial Park Community Reinvestment Project Area #3 (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies within the southern portion of the City, generally to the west of Magnolia Road, east of 2000 East, and to the north of 1000 North. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities -- Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on **May 3, 2022**.

Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

Utah Code §17C-5-104

In order to adopt a community reinvestment project area plan, the Agency shall;

- Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
    - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

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UTAH CODE §17C-5-105(1)

Description of the Boundaries of the Proposed Project Area

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area lies within the southern portion of the City, generally to the west of Magnolia Road, east of 2000 East, and to the north of 1000 North. All the land use in the project area is currently vacant. The Project Area is comprised of approximately 489.86 acres of property.

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Table 1.**

TABLE 1: PARCEL LIST

Parcel Id	Parcel Owner	Acres
59:058:0006	Eagle Mountain Data Center CAM	389.92
59:058:0005	QTS Eagle Mountain I LLC	99.94
Total		**489.86**

UTAH CODE §17C-5-105(2)

General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

General Land Uses

The property within the Project Area is currently classified as vacant property. The majority of the property surrounding the Project Area to the west is also vacant greenbelt. The Facebook Data Center Complex is immediately east of the Project Area.

Table 2 summarizes the approximate acreage of existing land uses by land use type.

TABLE 2: LAND USES

Type	Acres	% of Area
Vacant	489.86	100%
Total	**489.86**	**100%**

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

Layout of Principal Streets

There are currently no paved streets within the Project Area, 1000 N., an unpaved road runs along the southern periphery of the Project Area. Magnolia Road has been paved in the portions east of the Project Area.

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Population Densities

There are no residences within the Project Area, therefore the estimated population density is 0.0 residents per acre.

Building Densities

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

Impact of Community Reinvestment on Land Use, Layout of Principal Streets, and Population Densities

Community reinvestment activities within the Project Area will primarily consist of development and economic enhancement of an underutilized area of the City. The types of land uses will include a data center and affiliated office space.

Land Use – It is anticipated that future development within the Project Area will create space for a data center complex. Other supplementary development may take place during future phases of the development.

Layout of Principal Streets – It is anticipated that the community reinvestment of the Project Area will not alter the layout of principal streets in the area. It is anticipated that access roads will be constructed within the Project Area.

Population Densities – The Project Area does not include any residential components. The population density will not be affected by the Project Area. The daytime population of the City will slightly increase as the Project Area is anticipated to create approximately 120-150 new jobs.

UTAH CODE §17C-5-105(3)

Standards Guiding the Community Reinvestment

In order to provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE §17C-5-105(4)

How the Purposes of this Title Will Be Attained by Community Development

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It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area.

UTAH CODE §17C-5-105(5)

Conformance of the Proposed Development to the Community's General Plan

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

UTAH CODE §17C-5-105(7)

Describe any Specific Project or Projects that are the Object of the Proposed Community Reinvestment

The Project Area is being created in order to assist with the construction of a future colocation data center complex.

UTAH CODE §17C-5-105(8)

Method of Selection of Private Developers to Undertake the Community Reinvestment and Identification of Developers Currently Involved in the Process

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developer's financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency, developers and property owners shall be by an approved agreement.

UTAH CODE §17C-5-105(9)

Reason for Selection of the Project Area

The Project Area is currently classified as greenbelt and is collecting relatively no tax revenue for the taxing entities. The creation of the Project Area will create a significant economic benefit to all taxing entities as this underutilized area will be developed to a higher and greater use.

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UTAH CODE §17C-5-105(10)

Description of Physical, Social and Economic Conditions Existing in the Project Area

Physical Conditions

The Project Area consists of approximately 489.86 acres of relatively flat, privately owned land as shown on the Project Area map.

Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are no residential units and no parks, libraries, or other social gathering places in the Project Area. This is in line with the contemplated uses of the area surrounding the Project Area which is currently under the greenbelt classification or used for similar types of development as contemplated in the Project Area.

Economic Conditions

The Project Area is currently under greenbelt classification. The Agency desires to encourage development within the Project Area that will directly benefit the existing economic base of the City, Utah County and other taxing entities.

UTAH CODE §17C-5-105(11)

Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems appropriate under the circumstances. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

In general, tax incentives may be offered to achieve the community reinvestment goals and objectives of this plan, specifically to:

- Foster and accelerate economic development;
- Stimulate job development;
- Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space; and
- Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.

UTAH CODE §17C-5-105(12)

Anticipated Public Benefit to be Derived from the Community Development

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The Beneficial Influences upon the Tax Base of the Community

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values as the property within the Project Area will no longer be classified as greenbelt. Property values include land, buildings and personal property (machines, equipment, etc.).

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available). The City also envisions this area as a future industrial park, this development will further attract new businesses to the area.

Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this Project Area. It is anticipated that the development will require over $2 billion of private capital. Creating a CRA will act as a catalyst for the development.

"But For" Analysis

The anticipated development includes numerous costs, including land purchase, infrastructure, and over personal property. "But-for" the creation of the CRA and public participation, the costs associated with the development would be too high, and the Project Area would remain in its underutilized state.

Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area. The cost/benefit analysis only includes the tax increment projections on the first phase of the development. The Agency may be allowed to receive 20 years of tax increment for each phase that is undertaken, not to exceed 40 years for all phases beginning with the first-year increment is remitted to the Agency. Additional 20-year periods will be outlined in an amended Project Area Plan, as necessary.

DRAFT

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Utah County	74% Personal Property 61% Real Property	20 Years	$1,561,112	$1,058,036
Alpine School District	74% Personal Property 61% Real Property	20 Years	13,518,614	9,162,172
Eagle Mountain City	74% Personal Property 61% Real Property	20 Years	1,277,703	865,957
Central Utah Water Conservancy District	74% Personal Property 61% Real Property	20 Years	944,697	640,264
Unified Fire District – Salt Lake County	74% Personal Property 61% Real Property	20 Years	3,117,500	2,112,870
Total Sources of Tax Increment Funds			**$20,419,625**	**$13,839,298**

TABLE 4: PROJECT AREA REVENUES

Entity	Property Tax	Franchise Tax	Total Tax Increment Revenues
Utah County	$2,414,246	-	$2,414,246
Alpine School District	20,906,417	-	20,906,417
Eagle Mountain City	1,975,956	1,630,772	3,606,728
Central Utah Water Conservancy District	1,460,966	-	1,460,966
Unified Fire District – Salt Lake County	4,821,186	-	4,821,186
Total Revenues	**$31,578,770**	**$1,630,772**	**$33,209,541**

TABLE 5: PROJECT AREA EXPENDITURES

Entity	CRA Budget	General Government	Public Safety	Public Works	Total Expenditures
Utah County	$1,561,112	$129,409	-	-	$1,690,521
Alpine School District	13,518,614	258,128	-	-	13,776,741
Eagle Mountain City	1,277,703	199,426	241,579	30,748	1,749,456
Central Utah Water Conservancy District	944,697	29,705	-	-	974,402
Unified Fire District – Salt Lake County	3,117,500	1,332,728	-	-	4,450,228
Total Expenditures	**$20,419,625**	**$1,949,396**	**$241,579**	**$30,748**	**$22,641,348**

The total net benefit to the taxing entities of participating in the Project Area is Project Area is $10,568,193 with the City's net benefit being $1,857,272[1].

DRAFT

[1] The net benefit does not include the $2,041,962 million housing portion of tax increment that will be reinvested into the City.

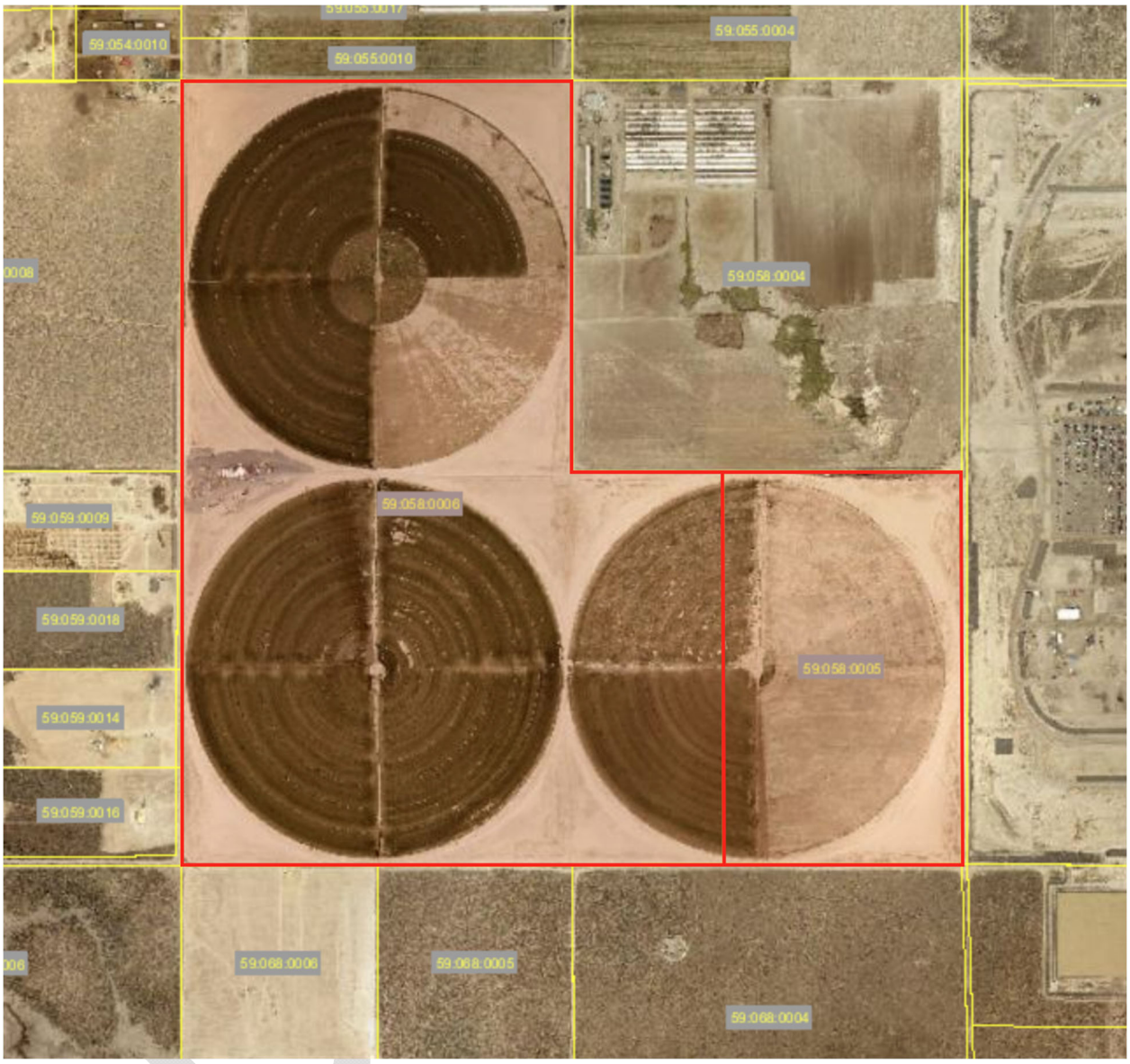
EXHIBIT A: Legal Description of Sweetwater Industrial Park CRA #3

Parcel: *59:058:0005*
Legal Description: *COM AT E 1/4 COR. SEC. 26, T6S, R2W, SLB&M.; S 0 DEG 16' 2" W 2672.43 FT; N 89 DEG 46' 24" W 1629.18 FT; N 0 DEG 16' 2" E 2675.07 FT; S 89 DEG 40' 50" E 1629.19 FT TO BEG. AREA 99.945 AC.*
Contains 4,353,386.4 square feet or 99.94 acres, more or less.

Parcel: *59:058:0006*
Legal Description: *COM AT NW COR. SEC. 26, T6S, R2W, SLB&M.; S 89 DEG 44' 36" E 2667.1 FT; S 0 DEG 18' 56" W 2662.33 FT; S 89 DEG 40' 50" E 1027.86 FT; S 0 DEG 16' 2" W 2675.07 FT; N 89 DEG 46' 24" W 1030.11 FT; N 89 DEG 44' 18" W 2671.51 FT; N 0 DEG 26' 41" E 2679.42 FT; N 0 DEG 16' 50" E 2659.41 FT TO BEG. AREA 389.921 AC.*
Contains 16,984,915.2 square feet or 389.92 acres, more or less.

DRAFT

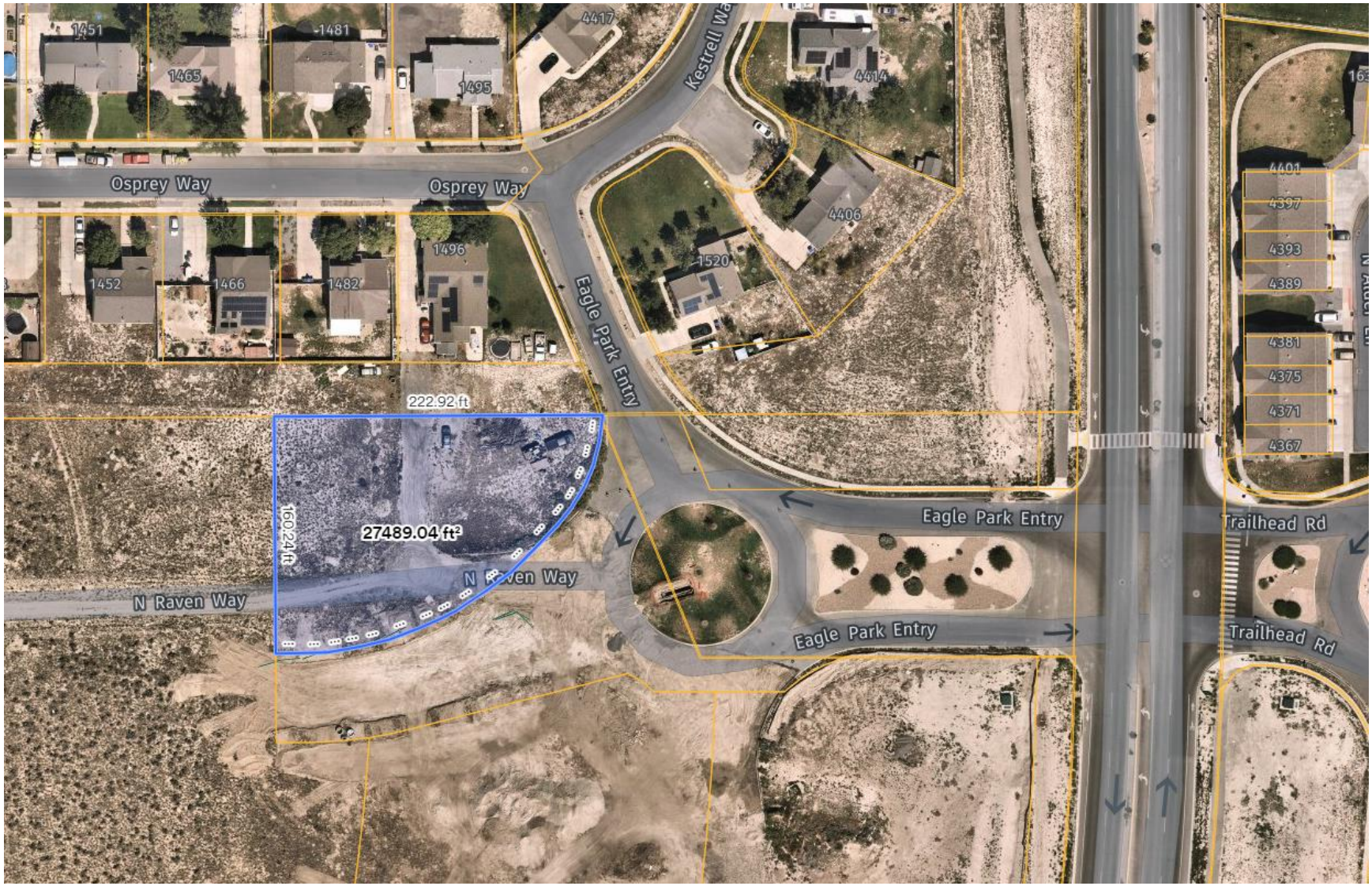
EXHIBIT B: Project Area Map

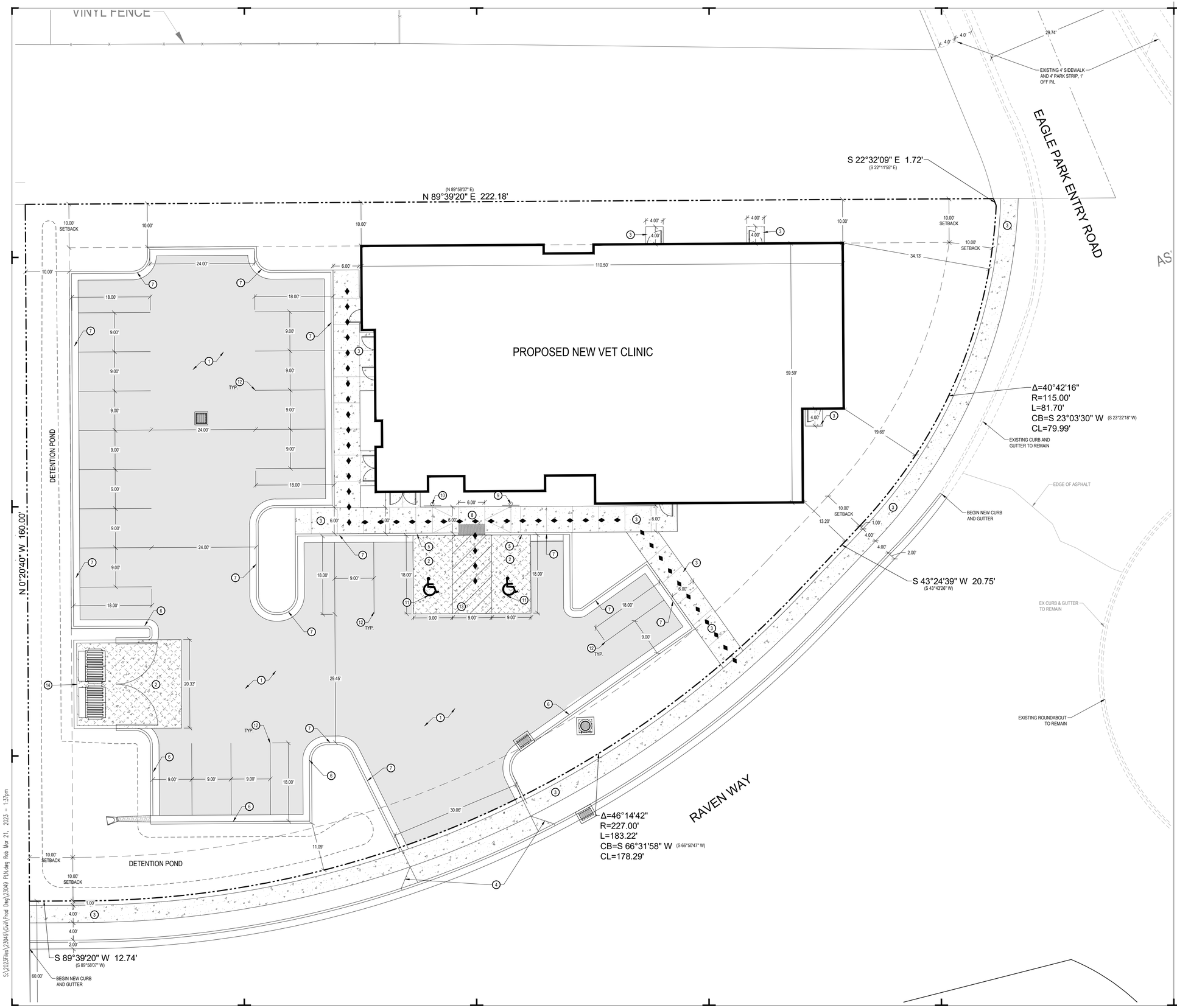


Eagle Mountain Pet Care Vicinity Maps



Eagle Mountain Pet Care Vicinity Maps





NORTH

SCALE: 1" = 10'

0 5' 10' 20' 30'

DESCRIPTION	AREA	%
HARDSCAPE	15,455 SQFT	56%
LANDSCAPE	6,072 SQFT	22%
BUILDINGS	5,998 SQFT	22%
TOTAL	27,525 SQFT	100%

GENERAL NOTES:

ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.

SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.

SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.

ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.

ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.

KEYED NOTES:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED AND THE DETAILS NOTED AND AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. STANDARD DUTY ASPHALT PAVEMENT WITH GRANULAR BASE PER DETAIL 'D1', SHEET C5.01.
2. HEAVY DUTY CONCRETE PAVEMENT WITH GRANULAR BASE PER DETAIL 'C1', SHEET C5.01.
3. CONCRETE SIDEWALK, PER APWA PLAN NO. 231.
4. CONCRETE FLARE DRIVE APPROACH, PER APWA PLAN NO. 221.1.
5. CONCRETE CURB WALL. SEE DETAIL 'C2', SHEET C5.01.
6. 24" CONCRETE CURB AND GUTTER. SEE DETAIL 'D2', SHEET C5.01.
7. 24" CONCRETE RELEASE CURB AND GUTTER. SEE DETAIL 'D3', SHEET C5.01.
8. ADA RAMP WITH DETECTABLE WARNING SURFACE. SEE APWA PLAN NO. 236.3, FOR RAMP DETAIL AND APWA PLAN NO. 238 FOR DETECTABLE WARNING SURFACE DETAIL.
9. ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
10. VAN ACCESSIBLE ADA PARKING SIGN. SEE DETAIL 'D6', SHEET C5.01.
11. PAINTED ADA SYMBOL. SEE DETAIL 'D5', SHEET C5.01.
12. 4" WIDE SOLID YELLOW PARKING STALL STRIPE LINES.
13. 4" WIDE SOLID YELLOW PEDESTRIAN STRIPE LINES.
14. DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.

◆ ◆ ◆ ACCESSIBLE ROUTE WITH MAXIMUM 1:48 CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

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PROFESSIONAL ENGINEER
NO. 375473-2202
ROBERT J. POIRIER
03-20-23
STATE OF UTAH

GODDERIDGE VETERINARY CLINIC

1495 EAST RAVEN WAY
EAGLE MOUNTAIN, UT
SECTION INFORMATION

REVISIONS

REV	DATE	DESCRIPTION

PROJECT NO:	23049
DRAWN BY:	TJO
CHECKED BY:	RJP
DATE:	3-20-2023

CIVIL SITE PLAN

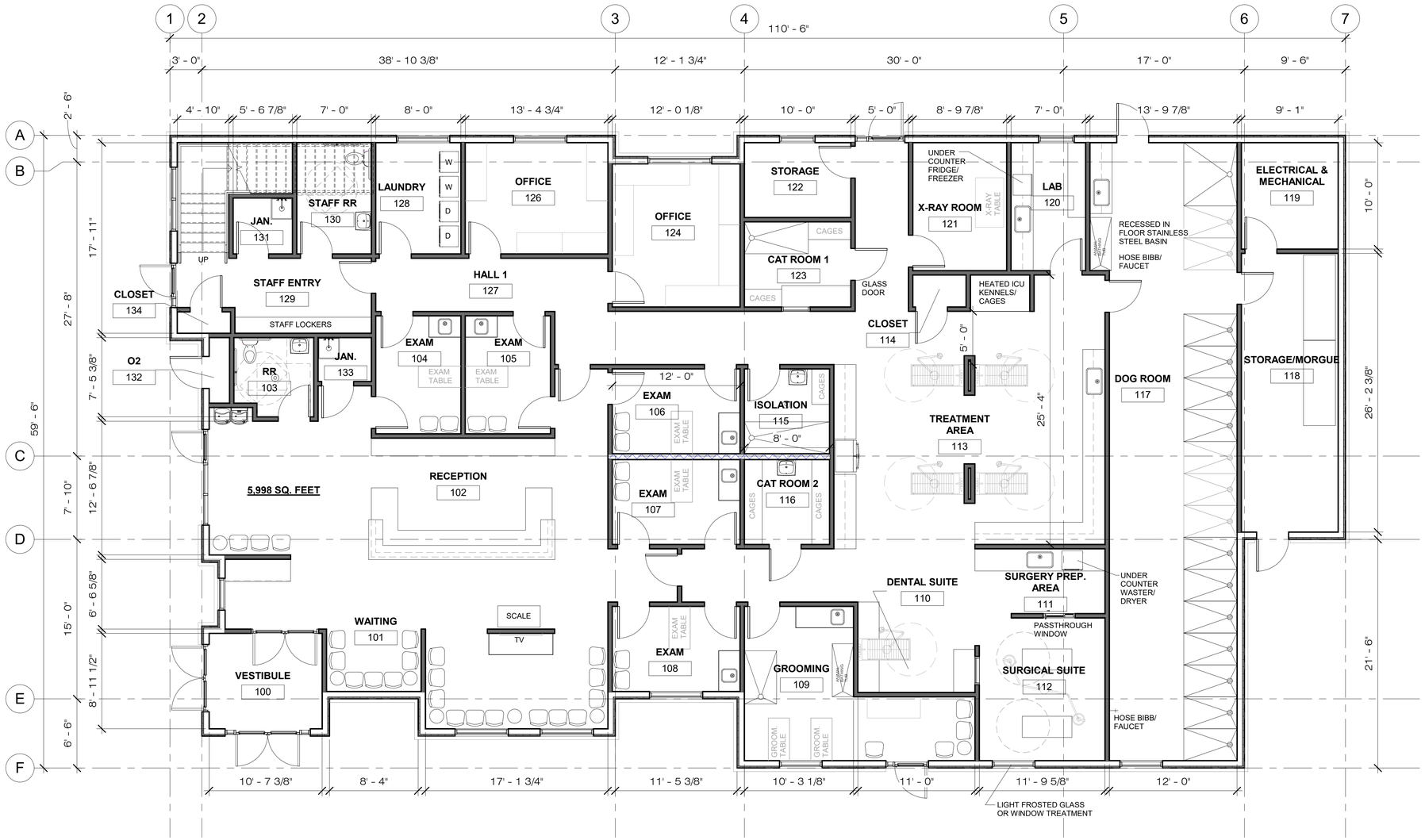
C1.01

Blue Stakes of UTAH811 Bluestakes.org

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

S:\2023Files\23049\Civil\Prod Dwg\23049 PLN.dwg Rob Mar 21, 2023 - 1:37pm



NORTH

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(801) 595-1752
www.sambrady.com

1495 EAST RAVEN WAY
EAGLE MOUNTAIN, UTAH

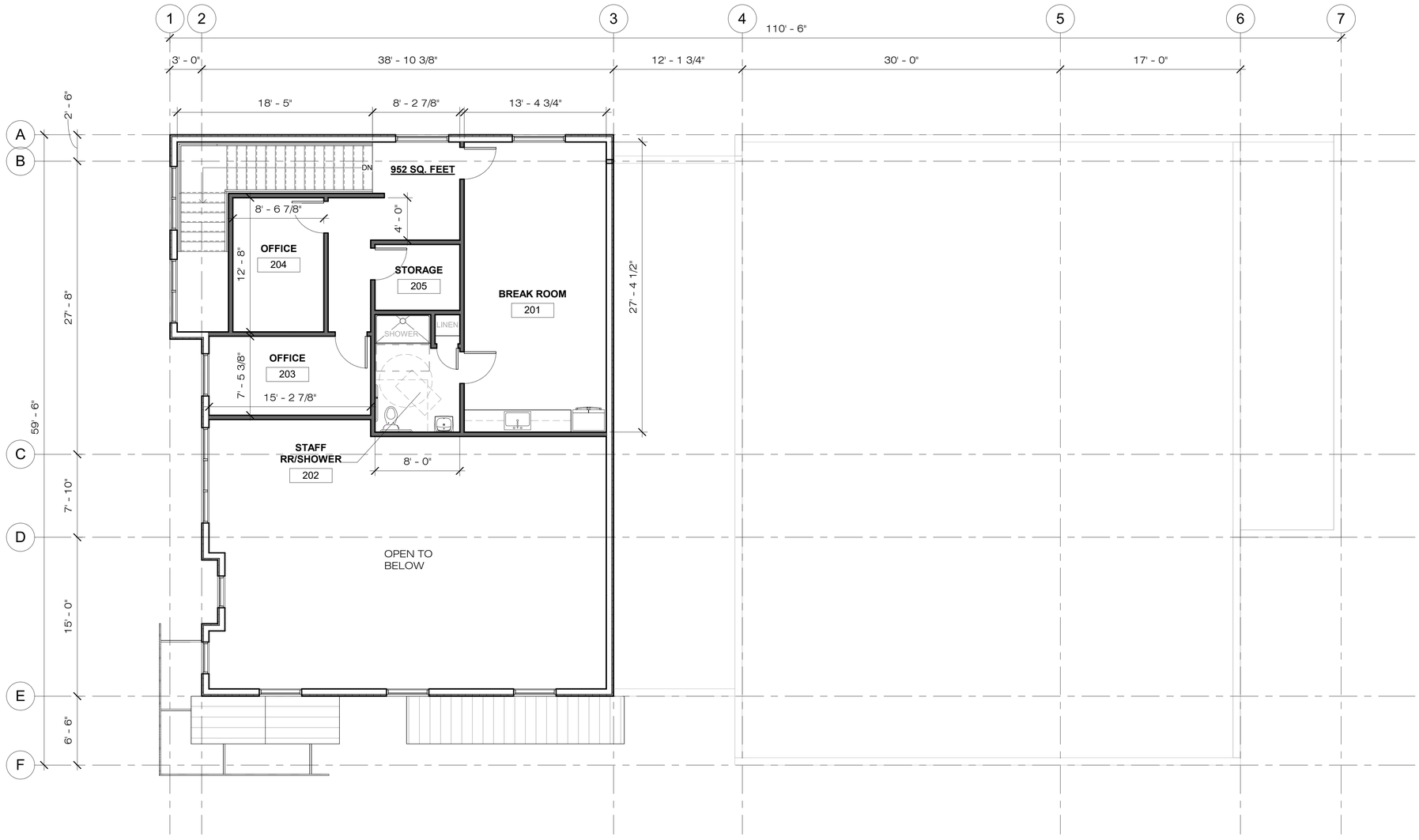
VETERINARY CLINIC

MAIN FLOOR

MAIN FLOOR PLAN

SCALE: 3/16" = 1'-0"
MARCH 22, 2023
2386001

A1.1



NORTH

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EAGLE MOUNTAIN, UTAH

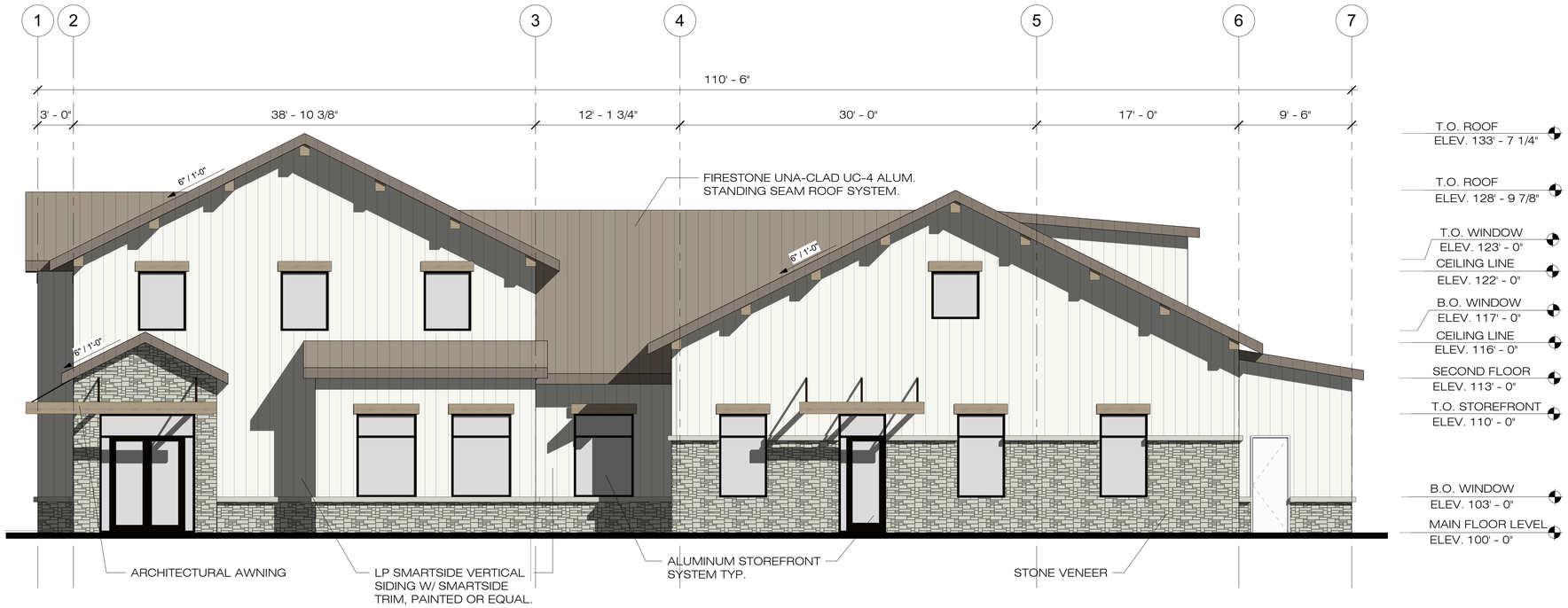
VETERINARY CLINIC

SECOND FLOOR

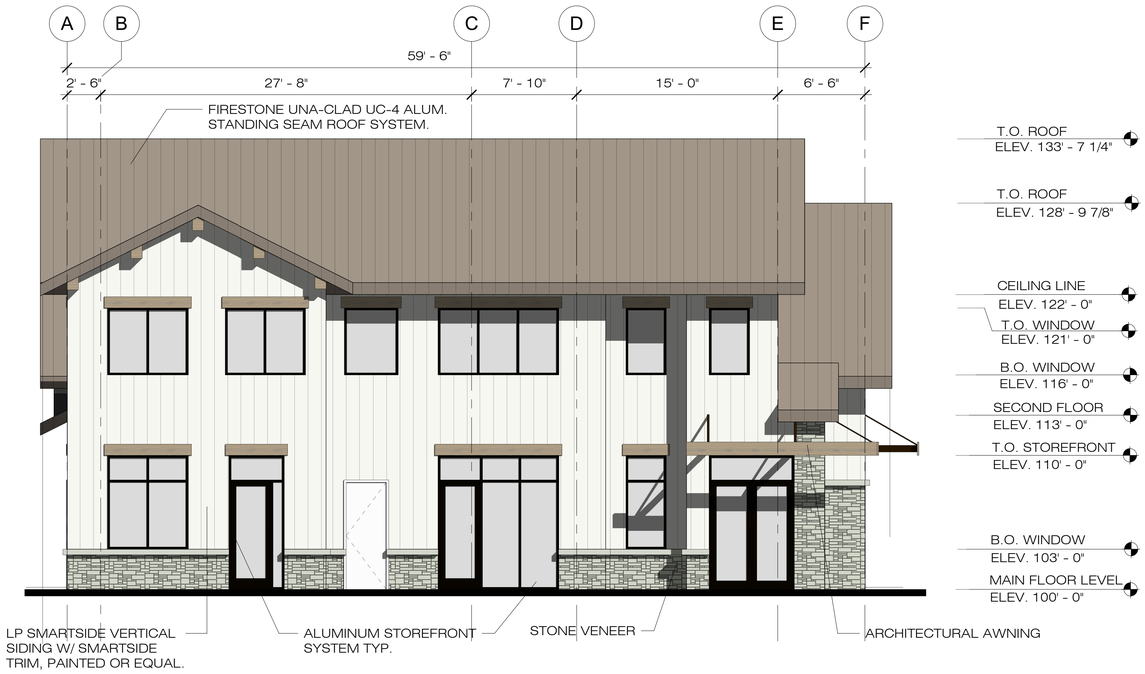
SECOND FLOOR PLAN

SCALE: 3/16" = 1'-0"
MARCH 22, 2023
2386001

A1.2



SOUTH ELEVATION



WEST ELEVATION

NOTE:
PROVIDE ADDRESS SIGNAGE TO MEETS 2018 IBC 501.2 REQ'S. OF MIN. 6" HIGH AND MIN. .5" WIDE AND SHALL BE ARABIC NUMBERS OR ALPHABETIC LETTERS AND SHALL BE CONTRASTING COLOR OF THE BACKGROUND.

sba

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1495 EAST RAVEN WAY
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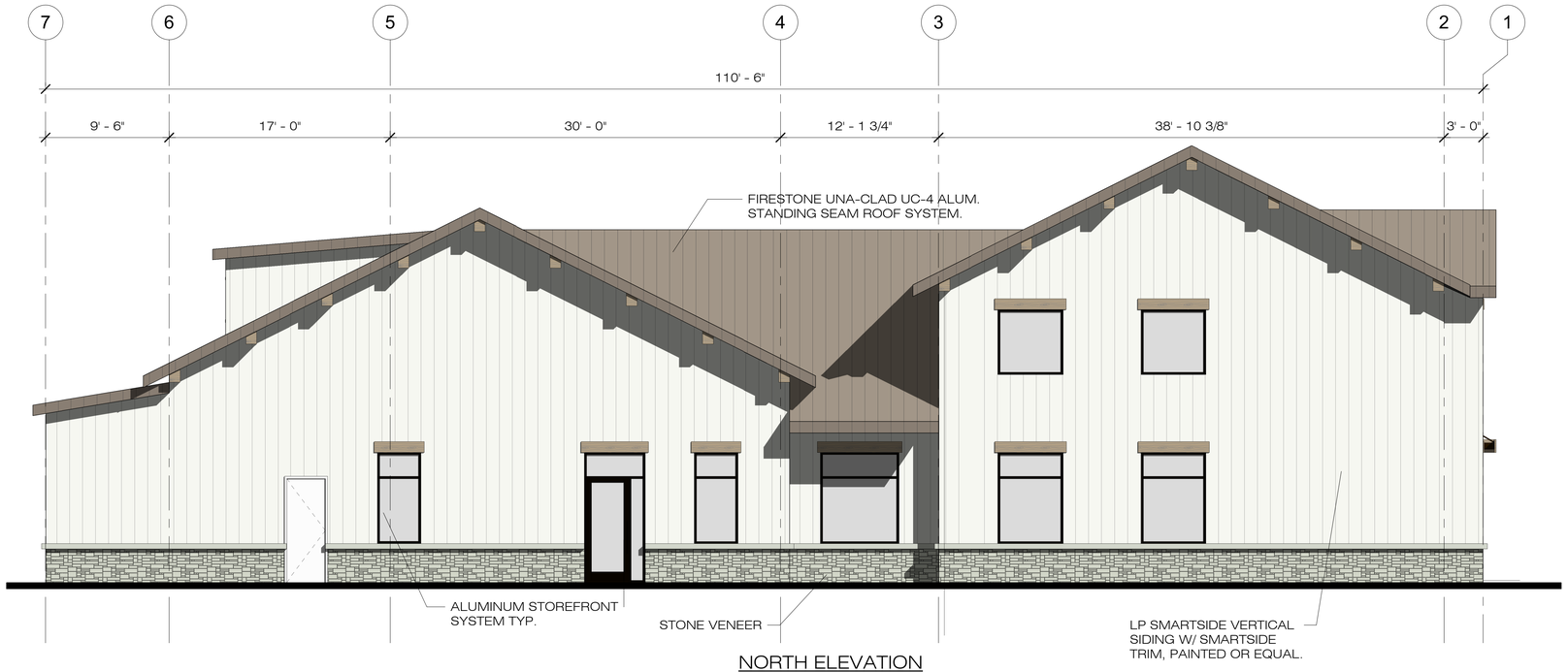
VETERINARY CLINIC

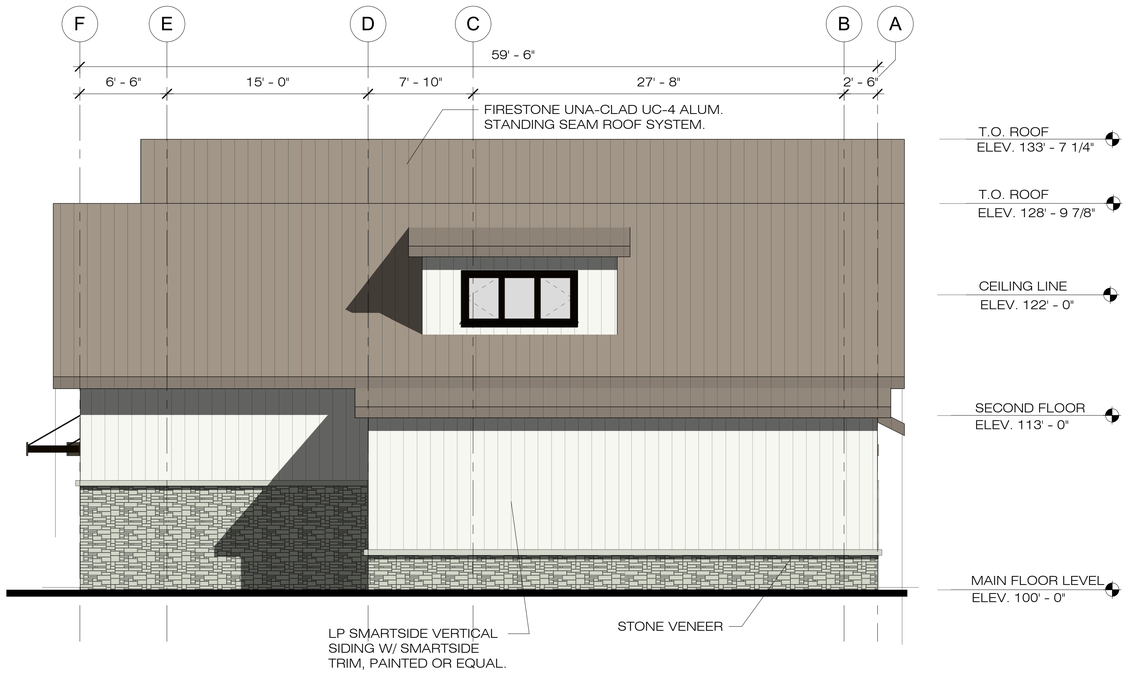
EXTERIOR ELEVATIONS

SCALE: 3/16" = 1'-0"
MARCH 22, 2023
2386001

A3.1



NORTH ELEVATION



EAST ELEVATION

sba

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VETERINARY CLINIC

EXTERIOR ELEVATIONS

SCALE: 3/16" = 1'-0"
MARCH 22, 2023
2386001

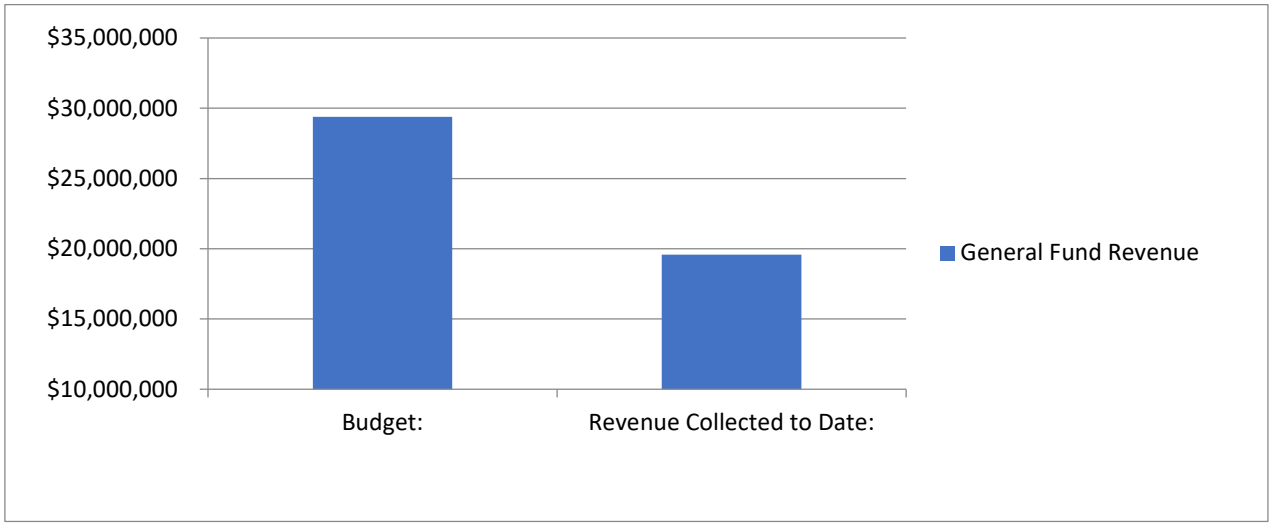
A3.2

EXECUTIVE SUMMARY OF REVENUES AND EXPENSES*
Through February 2023

GENERAL FUND

General Fund Revenues

Budget:	$	29,380,967
Revenue Collected to Date:	$	19,574,432
Percent of Total Budget Collected:		67%
Percent of Year Completed:		67%

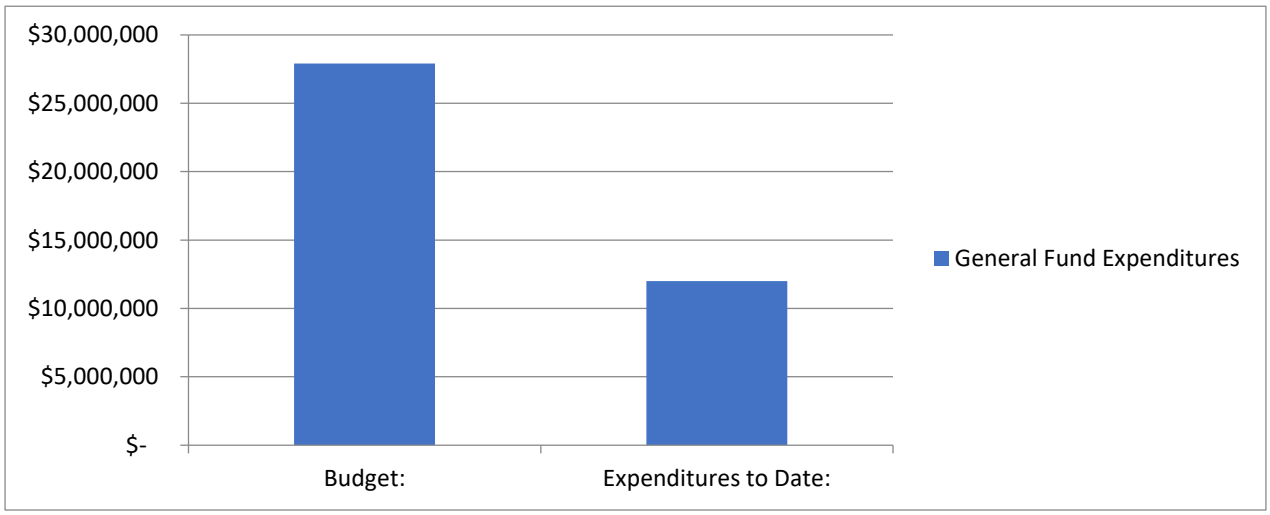


Revenue Analysis

Major Revenue Sources	Budget	To Date	% Collected
Taxes	$ 16,430,317	$ 11,524,705	70.14%
Licenses and Permits	$ 25,000	$ 17,554	70.22%
Planning Building & Eng Fees	$ 5,756,500	$ 1,508,763	26.21%
Intergovernmental Revenue	$ 4,251,534	$ 3,841,585	90.36%
Charges for Services	$ 186,000	$ 273,866	147.24%
Recreation	$ 93,000	$ 110,819	119.16%
Utility Revenue	$ 3,500	$ 10,158	290.23%
Fines & Forfeitures	$ 107,000	$ 176,286	164.75%
Miscellaneous Revenues	$ 158,400	$ 264,566	167.02%
Interfund Transfers	$ 1,659,716	$ 1,092,965	65.85%
Special Revenues & Resources	$ 710,000	$ 753,164	106.08%

General Fund Expenditures

Budget:	$	27,904,217
Expenditures to Date:	$	11,998,267
Percent of Total Budget Expended:		43%
Percent of Year Completed:		67%



Expense Analysis

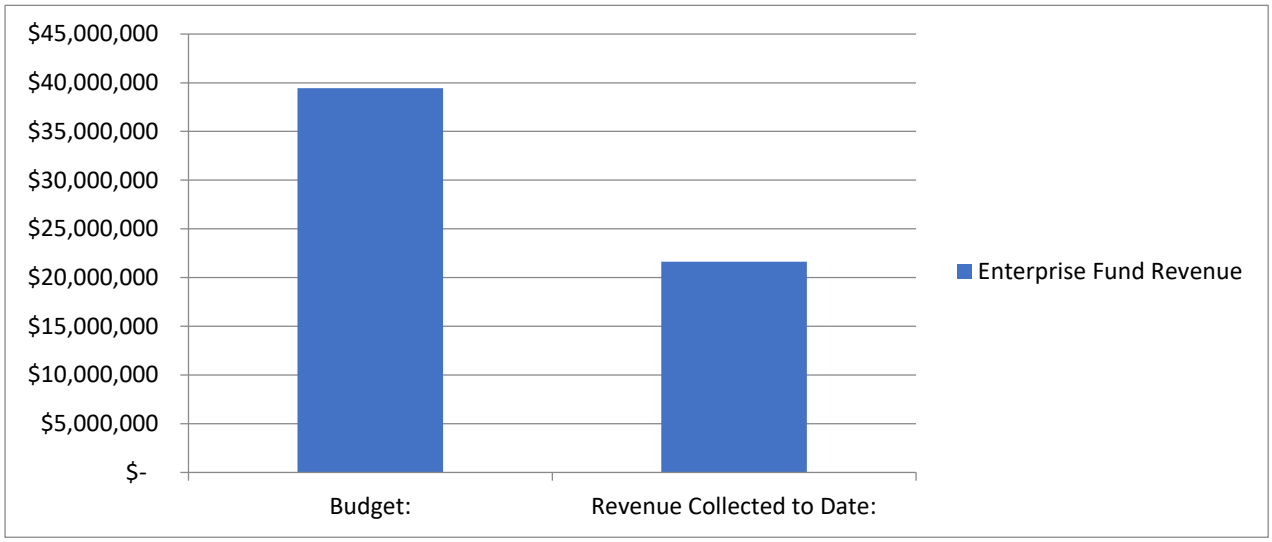
		Budget		To Date	% Expended
11	Executive	$ 3,428,666	$	1,981,447	58%
18	Boards Commissions & Councils	$ 2,513,963	$	954,894	38%
19	Non-Departmental	$ 2,427,123	$	1,519,803	63%
21	Public Safety	$ 5,461,011	$	2,766,009	51%
32	Planning & Zoning	$ 1,495,081	$	569,319	38%
33	Building Inspections	$ 1,576,899	$	773,247	49%
41	Public Works	$ 6,223,338	$	3,433,548	55%
61	Interfund Transfers	$ 4,778,136	$	-	0%

Note:

ENTERPRISE FUNDS

Enterprise Fund Revenues

Budget:	$	39,432,774
Revenue Collected to Date:	$	21,620,658
Percent of Total Budget Collected:		55%
Percent of Year Completed:		67%



Revenue Analysis

		Budget		To Date	% Received
51	Water Fund	$ 23,783,425	$	12,481,542	52%
52	Sewer Fund	$ 12,140,349	$	6,595,775	54%
57	Solid Waste Fund	$ 2,263,000	$	1,607,432	71%
59	Storm Drain Fund	$ 1,246,000	$	935,909	75%

Fund 51 - Water Fund:

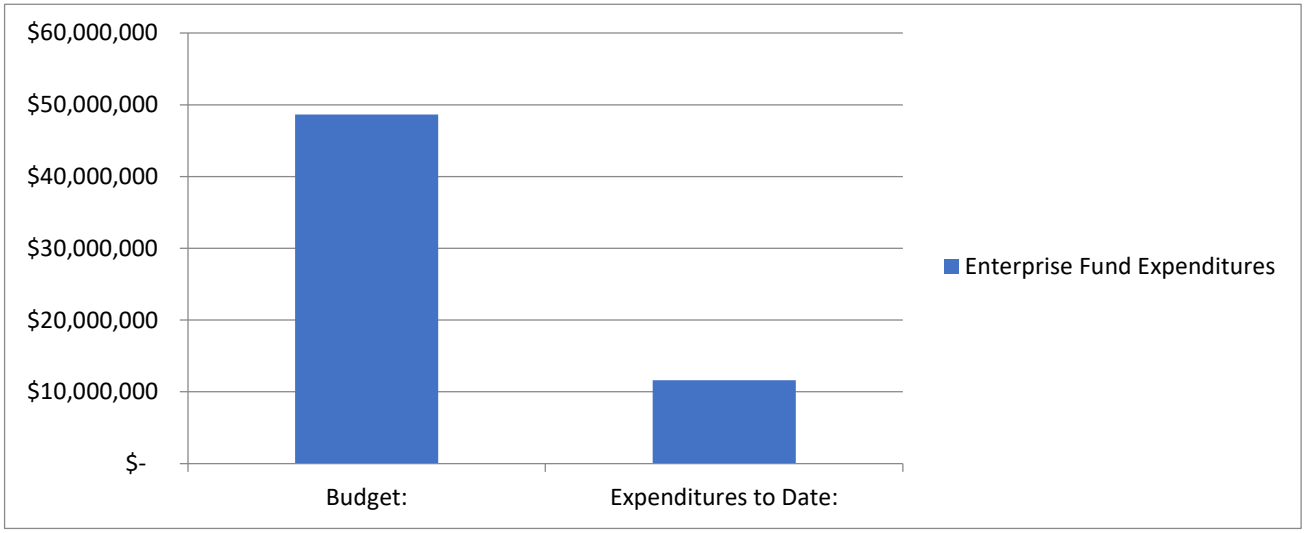
Fund 52 - Wastewater Fund:

Fund 57 - Solid Waste Fund:

Fund 59 - Storm Water Fund:

Enterprise Fund Expenditures

Budget:	$	48,653,493
Expenditures to Date:	$	11,603,058
Percent of Total Budget Expended:		24%
Percent of Year Completed:		67%



Expense Analysis

		Budget	To Date	% Expended	% Yr. Completed
51	Water Fund	$ 31,296,275	$ 4,937,860	16%	67%
52	Sewer Fund	$ 13,380,023	$ 4,927,204	37%	67%
57	Solid Waste Fund	$ 2,791,712	$ 1,299,509	47%	67%
59	Storm Drain Fund	$ 1,185,483	$ 438,485	37%	67%

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 02/28/2023	Committed Balance	Available Balance	Projected Available Balance by 6/30/23**
11 - Water Impact Fee Fund	$23,435,853	$17,203,291	$6,232,562	$8,151,659
12 - Wastewater Impact Fee Fund	$2,682,351	$3,813,464	($1,131,112)	($611,978)
15 - Parks/Trails Impact Fee Fund	$6,397,917	$5,992,889	$405,028	$1,619,334
16- Public Safety Impact Fee Fund	$61,466	$0	$61,466	$82,139
17 -Stormwater Impact Fee Fund	$3,121,537	$2,337,175	$784,361	$1,041,023
18 -Transportation Impact Fee Fund	$4,329,800	$1,826,799	$2,503,001	$3,547,179

****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.**

□□□OMI□G □GE□D□ ITEMS

Upcoming Items
Consolidated Fee Schedule Update – Impact Fees
City Mission Statement

Planning Items
Applebee's Site Plan
Axio #1 Concept Plan
Betos/Eagle Plaza Concept Plan
Citywide Rezone
Eagle Mountain Benches General Plan Amendment & Rezone
Eagle Mountain Pet Care Concept Plan
Gardner Farms Concept Plan
Lone Tree F-3 Preliminary Plat
Mountain America Credit Union Site Plan/Preliminary Plat
Mt Airey ATT Site Plan
Pinnacles A3 Concept Plan
Porters Crossing Town Center MDA/MDP Amendment
Rush Creek Rezone
TripleTail Rezone

Code Amendments
Accessory Structure Size
Application Expirations
Driveway Separation
Landscaping Buffer Onsite
Multifamily Unit Building Height
Setbacks and Accessory Structure Timing
Vacation of ROW, Service Drives, ADA