



EAGLE MOUNTAIN CITY COUNCIL MEETING

April 16, 2024, 4:00 PM

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

AMENDED AGENDA

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

- 1.A DISCUSSION - ACEC (AREAS OF CRITICAL ENVIRONMENTAL CONCERN)
Briefing the City Council on future discussions with the Bureau of Land Management (BLM) where the City will be pursuing an ACEC (Areas of Critical Environmental Concern) between the BLM and the City that would benefit both parties by the designation.
- 1.B DISCUSSION - Pony Express Park and Ride Lots
- 1.C DISCUSSION - Future of Eagle Mountain Recreation

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

9. PROCLAMATION

- 9.A PROCLAMATION - A Proclamation Declaring April as Wildlife Stewardship Month
[PROC--Wildlife Stewardship Month](#)

CONSENT AGENDA

10. BOND RELEASES

- 10.A Pacific Springs Phase A, Plat 3 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.B Parkway Fields Phase C, Plat 1 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 10.C Parkway Fields Phase C, Plat 2 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)

11. CHANGE ORDER

- 11.A [Change Order #1 - Codale Electric - Rodeo Arena Lights](#)
[Quote - Light Poles](#)

12. MINUTES

- 12.A April 2, 2024 Minutes - Regular City Council Meeting
[04.02.2024 CC Minutes - DRAFT](#)

13. RESOLUTION

- 13.A RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting Fireworks Restrictions within Eagle Mountain City
[RES--2024 Firework Restrictions](#)
[Exhibit - Fireworks Restricted Areas 2024](#)
[UFA Fireworks restriction letter 2024](#)
- 13.B RESOLUTION - A Resolution of Eagle Mountain City, Utah, Amending the Purchase Agreement with Perry Land Investments LLC. for the acquisition of a Right-of-Way along Old Airport Road
[RES--Perry Airport Road ROW](#)
[ROW Purchase Agreement - Perry](#)
- 13.C RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Purchase Agreement with Steven George Smith for the acquisition of a Right-of-Way along Old Airport Road
[RES--Steven Smith Airport Road ROW](#)
[ROW Purchase Agreement - Steven Smith](#)
- 13.D RESOLUTION - A Resolution of Eagle Mountain City, Utah Appointing Erin Hart as the Eagle Mountain City Treasurer

14. SITE PLAN

- 14.A [SITE PLAN - Mountainland Supply located at 800 East Split Rock Drive \(County Parcel 51:756:0108 and Parcel 51:756:0109\)](#)
[Mountainland Supply Site](#)
[Mountainland Supply Elevations](#)

SCHEDULED ITEMS

15. ORDINANCE/PUBLIC HEARING

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

BACKGROUND (*Presented by Brandon Larsen, Planning Director*) Utah State Code was recently amended to require notification to the State when development is planned within 5,000 feet of a designated military use. This code enactment will update the City Code to comply with State law.

[ORD--EMMC 17.61 Land Use Compatibility with Military Use](#)
[Exhibit A](#)

16. ORDINANCES

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

BACKGROUND: (*Presented by Marcus Draper, City Attorney*) The City Council approved an ordinance that Repealed and Replaced Eagle Mountain Municipal Code 2.16 changing the title of City Administrator to City Manager. This code amendment would replace every instance of City Administrator in the Eagle Mountain Municipal Code with City Manager.

[ORD--EMMC Cleanup - City Manager](#)
[EMMC Code - Redlines](#)

- 16.B [ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings](#)

BACKGROUND (*Presented by Marcus Draper, City Attorney*) In the most recent legislative session, the Utah Legislature enacted HB 36. Some of the changes enacted effect how political subdivisions must conduct electronic meetings. These changes are being proposed to bring the Eagle Mountain Municipal Code into accordance with State law.

[ORD--EMMC 2.15.110 Electronic Mtgs](#)
[EMMC 2.15.110 - Redlines](#)

17. LEGISLATIVE ITEMS

- 17.A UPDATE - Legislative Priorities List
[Legislative Priorities List](#)

18. CITY COUNCIL/MAYOR'S BUSINESS

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

19. CITY COUNCIL BOARD LIAISON REPORTS

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

20. COMMUNICATION ITEMS

- 20.A UPDATE - Department Reports
[Department Reports](#)
- 20.B UPDATE - Upcoming Agenda Items
[Upcoming Agenda Items](#)

21. ADJOURNMENT

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this this 15th day of April, 2024, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder

PROCLAMATION
*Proclaiming April 2024 as Eagle Mountain City
Wildlife Stewardship Month*

WHEREAS Eagle Mountain City (hereafter “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS the City Council is the legislative body of the City; and

WHEREAS, the month of April holds many national observations of significance regarding stewardship, particularly Arbor Day and Earth Day; and

WHEREAS, the Cedar Valley, and the lands within Eagle Mountain City are the essential habitats and migration corridors for a diverse population of native wildlife, and these habitats, wildlife, and migration corridors have been recognized as being valuable to the well-being, character, and environment of the City in addition to contributing to the physical and emotional health of its residents; and

WHEREAS stewardship of the lands and wildlife play a prominent role in preservation and enjoyment of the same for generations to come; and

WHEREAS, the City has taken steps to adopt principles, policies, and guidelines to preserve and protect lands identified as essential for wildlife survival; and

WHEREAS the City Council desires to promote the awareness, education, enjoyment, and stewardship of these lands and wildlife; and

WHEREAS the month of April marks the renewal of life and the return of many migratory species to our City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain, Utah, that:

Section 1. Eagle Mountain City hereby declares April 2024 as Wildlife Stewardship month and encourages all residents, landowners, and businesses to seek opportunities for good stewardship of these lands, habitats, and wildlife.

Section 2. This resolution shall take effect immediately upon its passage.

Passed and Adopted by the Eagle Mountain City Council on this 16th day of April, 2024.

Tom Westmoreland, Mayor

Donna Burnham, City Council Member

Melissa Clark, City Council Member

Rich Wood, City Council Member

Brett Wright, City Council Member

Jared Gray, City Council Member



Monday, April 1, 2024

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

SUBJECT: Pacific Springs phase 'A' plat 3 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



DATE: Monday, April 1, 2024
TO: Chris Trusty
FROM: Robert Ballif Engineering Assistant
SUBJECT: Pacific Springs phase A plat 3 walk through-Updated

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

Robert Ballif – Engineering Tech. 1

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

General Notes:

1. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2-inch hole.
2. ~~AutoCAD as build drawings.~~
3. Check sidewalk at exit warranty unless otherwise noted.
4. ~~All lots are missing the water and sewer stamps on the curb, they will need to have a brass pin place in the curb with a “W” for water and “S” for sewer stamped on the pins.~~
5. ~~Check all storm drain inlets to make sure all wood forms are removed and the are under the grate is grouted smooth.~~
6. ~~Multiple valves have been turned off and missing under asphalt, water line to be re bacteria tested and possible pressure test, get with inspectors.~~

Solo St.:

1. ~~Intersection of Wilbur storm drain manhole add all the steps.~~
2. ~~Intersection of Wilbur the water valves are missing under the asphalt expose and collar.~~
3. ~~Lot #'s 322 & 321 ISO boxes to have sump (B.O.B.) and snouts.~~
4. Lot # 320 sidewalk by ISO box remove re-compact and replace, under mind from gas line trench. Check at exit.

Yeager Ln.:

1. ~~Lot # 339 sewer manhole needs new sewer lid that says sewer not “Saratoga Springs Sewer.”~~
2. Lot # 332 section of sidewalk replace bad workmanship. Check at exit.
3. ~~Lot # 347 sections of walk replace safety issue.~~

Sulley Wy.:

1. Lot #'s 341 & 342 sidewalk extend to property (also missing property pins) check at exit, expose the blow off & valve.

Wilbur Ln.:

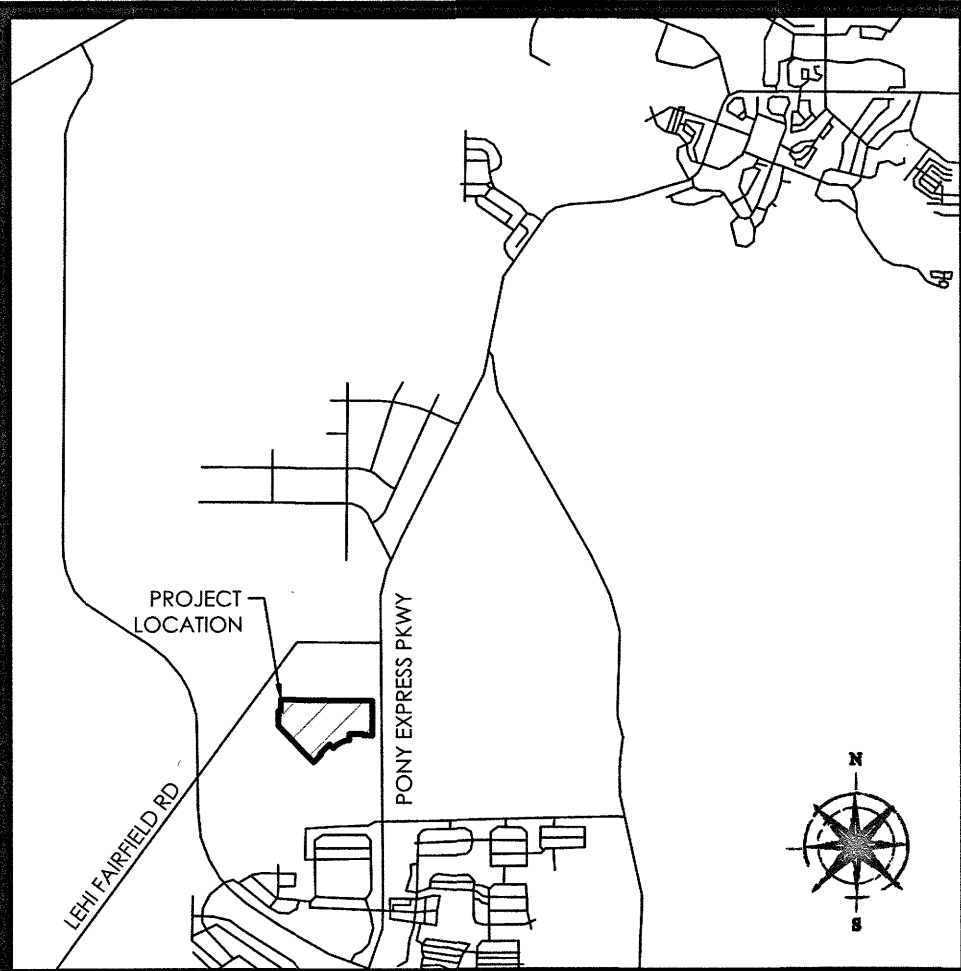
1. ~~West end expose the blow off & valve.~~
2. ~~Lot # 331 water vault need lid with hole for the meter ERT. Turn off the by-pass valve.~~
3. Lot # 330 storm drain combo box curb to be replaced by inlet. Check at exit.
4. Lot # 306 asphalt trail to be fixed from gas trench (trench to be built back up with E-fill) and sag in the trail to be fixed. Developer. To be fixed at exit.

5. Lot #306 across the street asphalt trial in the park to be fixed at exit.

Desert Willow Dr.:

1. ~~Lot # 316 at combo box inlet the curb needs to be placed behind inlet all the way to top of the storm drain box.~~
2. ~~North side of the road slope fill and slope the side to make it safer.~~
3. ~~Lot #'s 305 & 306 at combo box inlet the curb needs to be placed behind inlet all the way to top of the storm drain box.~~
4. ~~Lot # 301 at combo box inlet the curb needs to be placed behind inlet all the way to top of the storm drain box.~~

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



VICINITY MAP

N.T.S.

LEGEND

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

GENERAL NOTES

- PARCEL B IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY.
- PARCEL A IS HEREBY DEDICATED TO EAGLE MOUNTAIN CITY AND IS IN ITS ENTIRETY A PUBLIC UTILITY EASEMENT.
- #5 REBAR AND CAP TO BE SET AT ALL REAR CORNERS.

SITE TABULATIONS

- TOTAL # OF LOTS: 47 LOTS
- TOTAL ACREAGE: 11.33 ACRES
- TOTAL ACREAGE IN LOTS: 6.60 ACRES
- TOTAL R.O.W. ACREAGE: 3.05 ACRES
- TOTAL PARCEL ACREAGE: 1.68 ACRES
- AVERAGE LOT SIZE: 0.14 ACRES OR 6,164 SQFT.
- LARGEST LOT SIZE: 0.30 ACRES
- SMALLEST LOT SIZE: 0.11 ACRES
- OVERALL DENSITY: 4.14 UNITS/ACRE
- TOTAL PAVED AREA: 1.74 ACRES OR 75,340 SQFT.

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	90°12'48"	23.62	N45°28'02"E	21.25
C2	15.00	89°47'12"	23.51	N44°31'58"W	21.17
C3	15.00	90°12'48"	23.62	N45°28'02"E	21.25
C4	15.00	89°47'12"	23.51	S44°31'58"E	21.17
C5	73.50	24°52'22"	31.91	N32°06'49"W	31.66
C6	15.00	110°15'04"	28.86	N35°26'54"E	24.61
C7	15.00	90°00'00"	23.56	S89°33'00"E	21.21
C8	15.00	90°00'00"	23.56	S00°27'00"W	21.21
C9	126.50	8°58'33"	19.82	S40°03'44"E	19.80
C10	15.00	81°46'21"	21.41	S48°32'23"E	19.64
C11	126.50	27°55'15"	61.64	S21°36'50"E	61.04
C12	100.00	45°07'26"	78.76	S21°59'17"E	76.74

DOMINION ENERGY UTAH:
QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THE APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 801-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

Approved this 19 DAY OF April A.D. 2022

By: *Bruce Eldridge*

Title: *Pres Con*

PREPARED BY

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

DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No. 1 Trench
Marvin Lufford 4/19/2022
DIRECT COMMUNICATIONS DATE

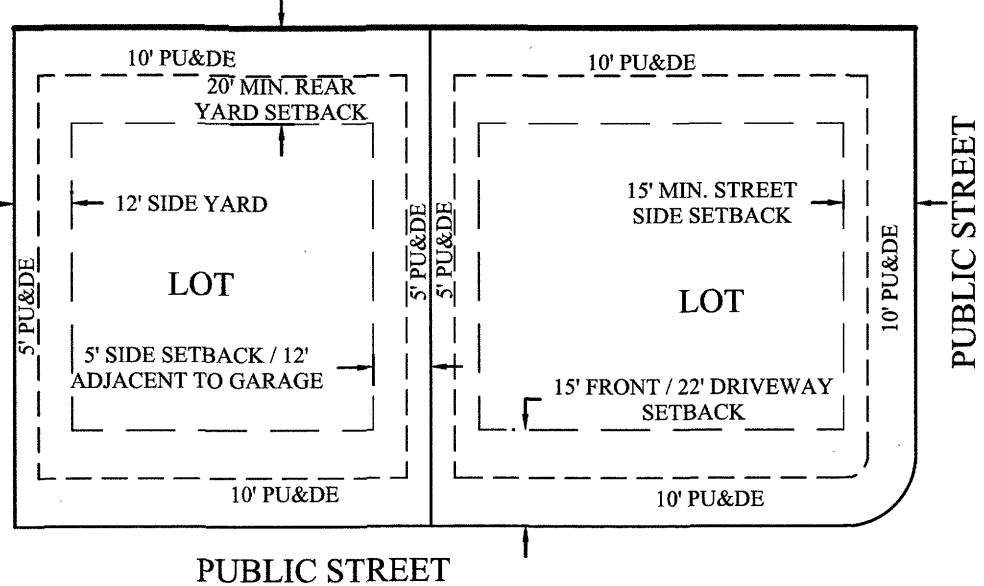
ROCKY MOUNTAIN POWER

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

Rocky Mountain Power 4/19/2022
ROCKY MOUNTAIN POWER DATE

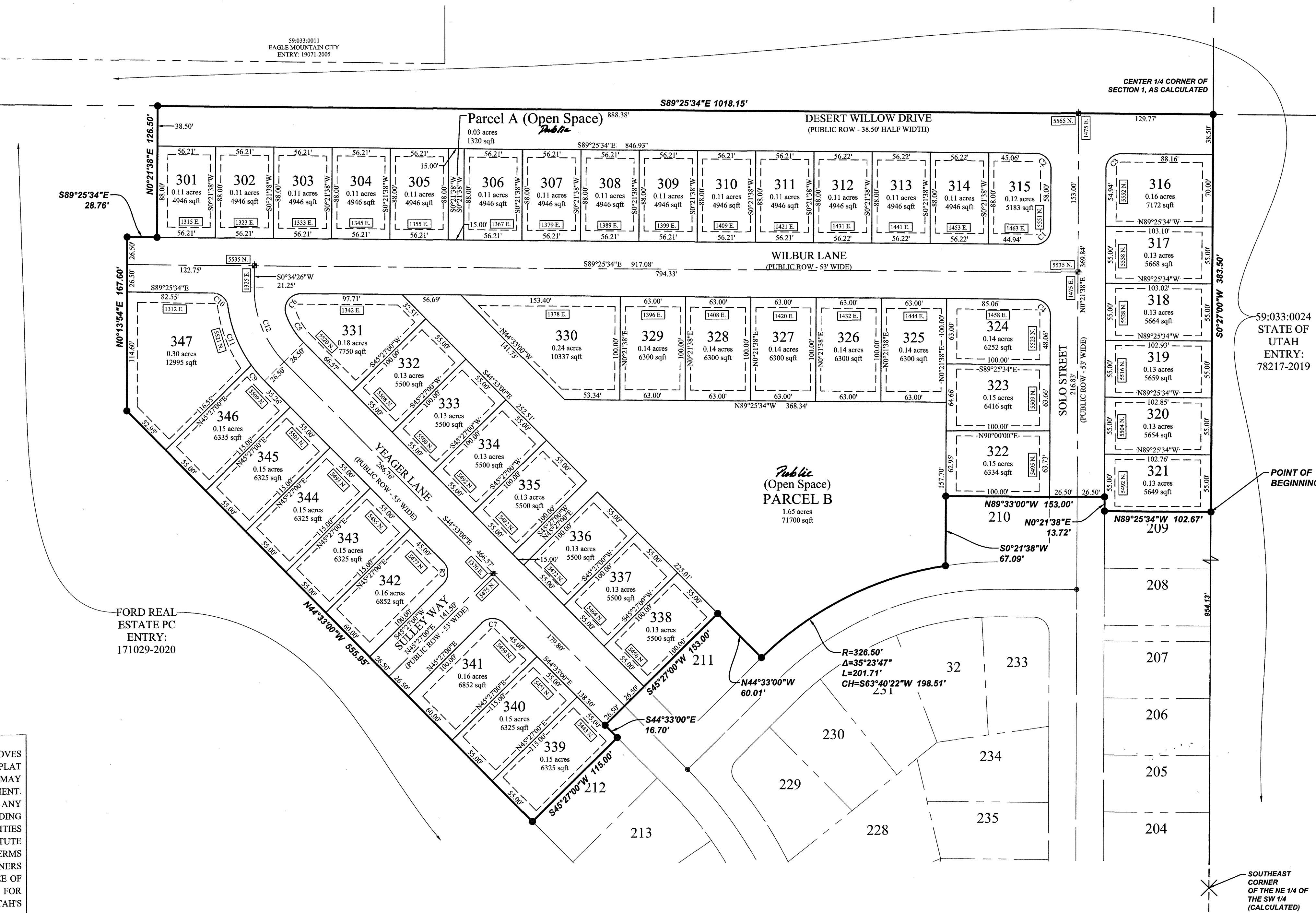
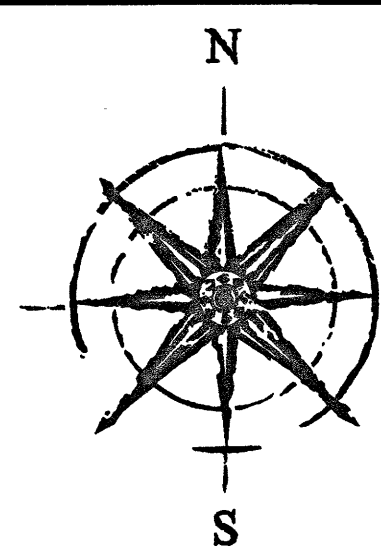
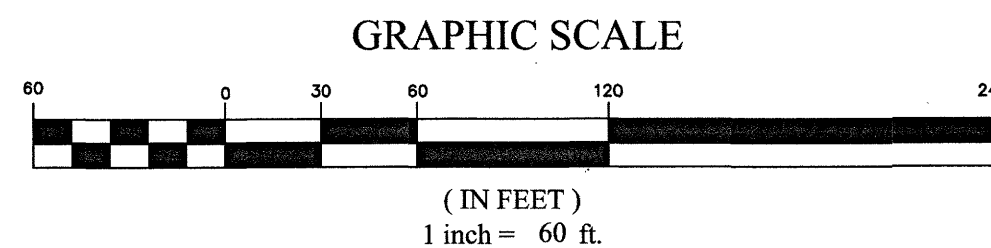
OWNER/DEVELOPER

RICHMOND HOMES OF UTAH
849 W. LEVOY DRIVE, SUITE 220
SALT LAKE CITY, UTAH 84123
(801) 545-3429



TYPICAL BUILDING SETBACKS

N.T.S.



59:033:0024
STATE OF
UTAH
ENTRY:
78217-2019

POINT OF BEGINNING

SOUTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 (CALCULATED)

SOUTHWEST CORNER OF SECTION 1, T6S, R2W, SLB&M 1958 UTAH COUNTY MONUMENT

BASIS OF BEARING: N89°21'52"W (SECTION LINE) MEASURED: 2685.10

SOUTH 1/4 CORNER OF SECTION 1, T6S, R2W, SLB&M 1958 UTAH COUNTY MONUMENT

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, and streets, together with easements, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat.

Justin Lundberg
Professional Land Surveyor
License No. 12554439

Date 04/11/22

BOUNDARY DESCRIPTION

A portion of the NE1/4 of the SW1/4 of Section 1, Township 6 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:
Beginning at the northeasterly corner of Lot 209, PACIFIC SPRINGS PHASE A PLAT 2, according to the official plat thereof recorded March 29, 2021 as Entry No. 56769:2021 in the office of the Utah County Recorder, located N00°27'00"E 954.13 feet along the 1/4 Section line from the Southeast Corner of the NE1/4 of the SW1/4 of Section 1, T6S, R2W, SLB&M, said Southeast Corner being located N0°27'00"E along the 1/4 Section line 1,337.63 feet from the South 1/4 Corner of said Section 1 (Basis of Bearing: N89°21'52"W along the Section line between the South 1/4 Corner and Southwest Corner of said Section 1); thence along said plat the following nine (9) courses: (1) N89°25'34"W 102.67 feet; thence (2) N00°21'38"E 13.72 feet; thence (3) N89°33'00"W 153.00 feet; thence (4) S00°21'38"W 67.09 feet; thence (5) Southwesterly along the arc of a non-tangent curve to the left having a radius of 326.50 feet (radius bears: S08°37'45"E) a distance of 201.71 feet through a central angle of 35°23'47" Chord: S63°40'22"W 198.51 feet; thence (6) N44°33'00"W 60.01 feet; thence (7) S45°27'00"W 153.00 feet; thence (8) S44°33'00"E 16.70 feet; thence (9) S45°27'00"W 115.00 feet; thence N44°33'00"W 555.95 feet; thence N00°13'54"E 167.60 feet; thence S89°25'34"E 28.76 feet; thence N00°21'38"E 126.50 feet to the 1/4 Section line; thence S89°25'34"E 1,018.15 feet along the 1/4 Section line to the Center 1/4 Corner of said Section 1; thence S00°27'00"W along the 1/4 Section line 383.50 feet to the point of beginning.

Contains: 11.33 acres +/-
47 Lots, 2 Parcels

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

Paul J. Peterson
REGIONAL PRESIDENT - RICHMOND AMERICAN HOMES

Paul J. Peterson
4/18/22

ENT 53584:2022 Mar 4 13317
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Mar 29 12:15 PM FEE 148.00 \$1 CH
RECORDED FOR EAGLE MOUNTAIN CITY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF Utah
ON THE 18 DAY OF April A.D. 2022 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, Paul J. Peterson, IN SAID STATE OF UTAH, Paul J. Peterson WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE Regional President OF Richmond American Homes A LLC INC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: June 17, 2025

Delsa Soliz
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN Utah COUNTY

MY COMMISSION No. 718917

Delsa Soliz
PRINTED FULL NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF EAGLE MOUNTAIN CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 28 DAY OF April, 2022.

Mayor
APPROVED BY MAYOR

City Attorney
APPROVED BY CITY ATTORNEY

Christopher Todd
APPROVED BY CITY ENGINEER
(SEE SEAL BELOW)

Christopher Todd
ATTEST BY CITY RECORDER
(SEE SEAL BELOW)

PACIFIC SPRINGS

PHASE A PLAT 3

SUBDIVISION

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

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



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

ENGINEERING

Wednesday, April 3, 2024

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

SUBJECT: **Parkway Fields phase 'C' plat 1 into warranty Bond Release**

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Parkway Fields phase "C" plat 1
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 1,913,420.38
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 1,436,495.00
Amount Remaining in Bond:	\$ 476,925.38

Bond Releases Summary	
#1	\$ 1,436,495.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 1,436,495.00

4/3/2024

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	Mobilization	1	0	LS	\$10,000.00	\$0.00	0	1	100%	\$0.00	\$0.00
b	Clear & grub	753150	0	SF	\$0.05	\$0.00	0	753150	100%	\$0.00	\$0.00
c	Import fill	50000	0	TON	\$16.25	\$0.00	0	50000	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	Rough grade	358475	358475	SF	\$0.15	\$53,771.25	0	358475	100%	\$53,771.25	\$53,771.25
b	3" Asphalt Roadway	72735	72735	SF	\$1.25	\$90,918.75	0	72735	100%	\$90,918.75	\$90,918.75
c	8" base	4075	4075	TON	\$16.25	\$66,218.75	0	4075	100%	\$66,218.75	\$66,218.75
d	9" sub-base	128430	0	SF	\$3.25	\$0.00	0	128430	100%	\$0.00	\$0.00
e	5" asphalt	128430	128430	SF	\$1.30	\$166,959.00	0	128430	100%	\$166,959.00	\$166,959.00
f	9" base	13580	13580	TON	\$16.25	\$220,675.00	0	13580	100%	\$220,675.00	\$220,675.00
g	18" sub-base	38300	0	SF	\$1.05	\$0.00	0	38300	100%	\$0.00	\$0.00
h	8" asphalt trail	16890	16890	SF	\$4.45	\$75,160.50	0	16890	100%	\$75,160.50	\$75,160.50
i	4" interior sidewalk	14705	14705	SF	\$6.25	\$91,906.25	0	14705	100%	\$91,906.25	\$91,906.25
j	5" sidewalk	22505	22505	SF	\$6.25	\$140,656.25	0	22505	100%	\$140,656.25	\$140,656.25
k	Sidewalk prep.	37210	37210	SF	\$1.50	\$55,815.00	0	37210	100%	\$55,815.00	\$55,815.00
l	ADA ramps & placards	5	5	EA	\$1,650.00	\$8,250.00	0	5	100%	\$8,250.00	\$8,250.00
m	30" Curb & Gutter modified	4310	4310	LF	\$28.50	\$122,835.00	0	4310	100%	\$122,835.00	\$122,835.00
n	30" Curb & Gutter high back	3740	3740	LF	\$28.50	\$106,590.00	0	3740	100%	\$106,590.00	\$106,590.00
o	Median curb type P	412	412	LF	\$24.00	\$9,888.00	0	412	100%	\$9,888.00	\$9,888.00
p	Parking stalls	7100	7100	SF	\$2.15	\$15,265.00	0	7100	100%	\$15,265.00	\$15,265.00
q	Stop/street signs	7	7	EA	\$600.00	\$4,200.00	0	7	100%	\$4,200.00	\$4,200.00
3	CULINARY WATER										
a	8" C-900 water line	2960	296	LF	\$50.00	\$14,800.00	0	2960	100%	\$14,800.00	\$14,800.00
b	8" gate valve	17	1.7	EA	\$2,900.00	\$4,930.00	0	17	100%	\$4,930.00	\$4,930.00
c	8" tee	5	0.5	EA	\$1,500.00	\$750.00	0	5	100%	\$750.00	\$750.00
d	8" bend	6	0.6	EA	\$1,000.00	\$600.00	0	6	100%	\$600.00	\$600.00
e	8"x18" cross	1	0.1	EA	\$7,850.00	\$785.00	0	1	100%	\$785.00	\$785.00
f	18" C-900 water line	1920	192	LF	\$168.00	\$32,256.00	0	1920	100%	\$32,256.00	\$32,256.00
g	18" valve	2	0.2	EA	\$7,850.00	\$1,570.00	0	2	100%	\$1,570.00	\$1,570.00
h	1" sample station	1	0.1	EA	\$3,300.00	\$330.00	0	1	100%	\$330.00	\$330.00
i	3/4" service	116	11.6	EA	\$2,100.00	\$24,360.00	0	116	100%	\$24,360.00	\$24,360.00
j	Fire Hydrant	12	1.2	EA	\$8,900.00	\$10,680.00	0	12	100%	\$10,680.00	\$10,680.00
k	Connect to existing	2	0.2	EA	\$2,500.00	\$500.00	0	2	100%	\$500.00	\$500.00
4	PI										
l	12" C-900 irrigation line	760	190	LF	\$89.00	\$16,910.00	0	760	100%	\$16,910.00	\$16,910.00
m	10" C-900 irrigation line	1180	295	LF	\$72.00	\$21,240.00	0	1180	100%	\$21,240.00	\$21,240.00
n	8" C-900 irrigation line	420	105	LF	\$52.50	\$5,512.50	0	420	100%	\$5,512.50	\$5,512.50
o	6" C-900 irrigation line	480	120	LF	\$44.00	\$5,280.00	0	480	100%	\$5,280.00	\$5,280.00
p	2" ir service	4	1	EA	\$5,185.00	\$5,185.00	0	4	100%	\$5,185.00	\$5,185.00
q	6" bend	2	0.5	EA	\$875.00	\$437.50	0	2	100%	\$437.50	\$437.50
r	12" valve	1	0.25	EA	\$5,000.00	\$1,250.00	0	1	100%	\$1,250.00	\$1,250.00
s	10" valve	3	0.75	EA	\$4,300.00	\$3,225.00	0	3	100%	\$3,225.00	\$3,225.00
t	8" valve	2	0.5	EA	\$2,900.00	\$1,450.00	0	2	100%	\$1,450.00	\$1,450.00
u	6" valve	2	0.5	EA	\$2,000.00	\$1,000.00	0	2	100%	\$1,000.00	\$1,000.00
v	12" cross	1	0.25	EA	\$3,500.00	\$875.00	0	1	100%	\$875.00	\$875.00
w	10" cross	1	0.25	EA	\$3,100.00	\$775.00	0	1	100%	\$775.00	\$775.00
5	SEWER										
a	8" sewer main	2520	126	LF	\$51.00	\$6,426.00	0	2520	100%	\$6,426.00	\$6,426.00
b	60" CIP sewer manhole	1	0.05	EA	\$10,200.00	\$510.00	0	1	100%	\$510.00	\$510.00
c	60" Sewer manholes	5	0.25	EA	\$7,200.00	\$1,800.00	0	5	100%	\$1,800.00	\$1,800.00
d	48" Sewer manholes	12	0.6	EA	\$5,300.00	\$3,180.00	0	12	100%	\$3,180.00	\$3,180.00
e	4" Sewer services	116	5.8	EA	\$1,525.00	\$8,845.00	0	116	100%	\$8,845.00	\$8,845.00
f	Connect to existing	2	0.1	EA	\$2,200.00	\$220.00	0	2	100%	\$220.00	\$220.00
6	STORM DRAIN										
a	Connect to existing	2	0.1	EA	\$1,800.00	\$180.00	0	2	100%	\$180.00	\$180.00
b	12" storm drainpipe	380	19	LF	\$70.00	\$1,330.00	0	380	100%	\$1,330.00	\$1,330.00
c	15" storm drainpipe	220	11	LF	\$73.00	\$803.00	0	220	100%	\$803.00	\$803.00
d	18" storm drainpipe	2120	106	LF	\$79.00	\$8,374.00	0	2120	100%	\$8,374.00	\$8,374.00
e	24" storm drainpipe	1660	83	LF	\$97.50	\$8,092.50	0	1660	100%	\$8,092.50	\$8,092.50
f	30" storm drainpipe	180	9	LF	\$131.50	\$1,183.50	0	180	100%	\$1,183.50	\$1,183.50
g	60" storm drain manhole w/collars	12	0.6	EA	\$5,400.00	\$3,240.00	0	12	100%	\$3,240.00	\$3,240.00
h	72" storm drain manhole w/collars	1	0.05	EA	\$8,100.00	\$405.00	0	1	100%	\$405.00	\$405.00
i	Combo box	15	0.75	EA	\$6,450.00	\$4,837.50	0	15	100%	\$4,837.50	\$4,837.50
j	Curb inlet box/lie in	12	0.6	EA	\$3,700.00	\$2,220.00	0	12	100%	\$2,220.00	\$2,220.00
k	Double curb inlet box/lie in	3	0.15	EA	\$6,925.00	\$1,038.75	0	3	100%	\$1,038.75	\$1,038.75
TOTAL CONSTRUCTION COST						\$1,436,495.00					
Original 10% Bond Coverage						\$476,925.38					
TOTAL BOND AMOUNT:						\$1,913,420.38					
							Released this Period		\$1,436,495.00		

Christopher T. Trusty P.E.
Engineering Director

4/3/24
Date

Robert Ballif
Engineering Tech. II

4/3/24
Date



DATE: Wednesday, April 3, 2024
TO: Bronson Tatton
FROM: Robert Ballif – Engineering Assistant
SUBJECT: Parkway Fields phase C plat 1 entering warranty

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

1. ~~ACAD as build files.~~
2. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
3. ~~Missing sewer and water stamps on the curb, place brass pin in the curb with a “W” for water & “S” for sewer stamped on the pin. Red dots painted on curb for location.~~
4. ~~Place all inlet protection in all inlets according to city SWPPP standards.~~
5. ~~Remove the plastic cover off the ADA placards.~~

Palisade Ave:

1. ~~Lot #3116 storm drain combo inlet remove wood forms and grout.~~
2. Intersection of Canyonlands storm drain manhole patch asphalt and place collar. Completed April 2024.
3. South ADA placard hollow needs to be replaced. Check at exit.
4. ~~North end blow off place valve box over the blow off and bring valve and blow off to grade, hand tight cap on blow off. Clean valve.~~

Canyonlands Ln.:

1. ~~Lot #'s 3116 & 3115 missing the water and sewer stamps, see general note 3.~~
2. Lot #3105 section of curb replace. Check at exit.
3. ~~Lot #3069 inlet pipe missing grout. Missing inlet protection.~~

Hovenweep Dr.:

1. ~~Missing sewer and water stamps on the curb, place brass pin in the curb with a “W” for water & “S” for sewer stamped on the pin. Red dots painted on curb for location.~~
2. ~~Clean both sewer manholes.~~
3. ~~Lot #3065 storm drain manhole in open space place step and grout.~~

Otter Ln.:

1. ~~East side sidewalk expansion board to be ground down, tripping hazard.~~
2. ~~On the North end blow off remove the 90 deg bend and place hand tight cap on pipe with valve box and brought to grade.~~
3. ~~Fire hydrant at north end turn straight back to road.~~

Cedar Breaks Ln.:

1. ~~Lot #3059 sections of sidewalk missing.~~
2. ~~The parking area on the south side, the slope is too great to meet ADA needs to be fixed.~~
3. ~~The irrigation vault place the block so that both ends of the pipes are resting on blocks. Lid to say irrigation with hole for ERT.~~
4. ~~Lot #3058 storm drain combo grout.~~

Antelope Ln.:

1. ~~Blow off at north end bring valve and blow off to grade and place water lid on valve box.~~
2. ~~Intersection of Cedar Breaks sewer manhole needs vent lid and step added.~~
3. ~~Intersection of Bryce Canyon both sewer manholes to have vented sewer lids.~~

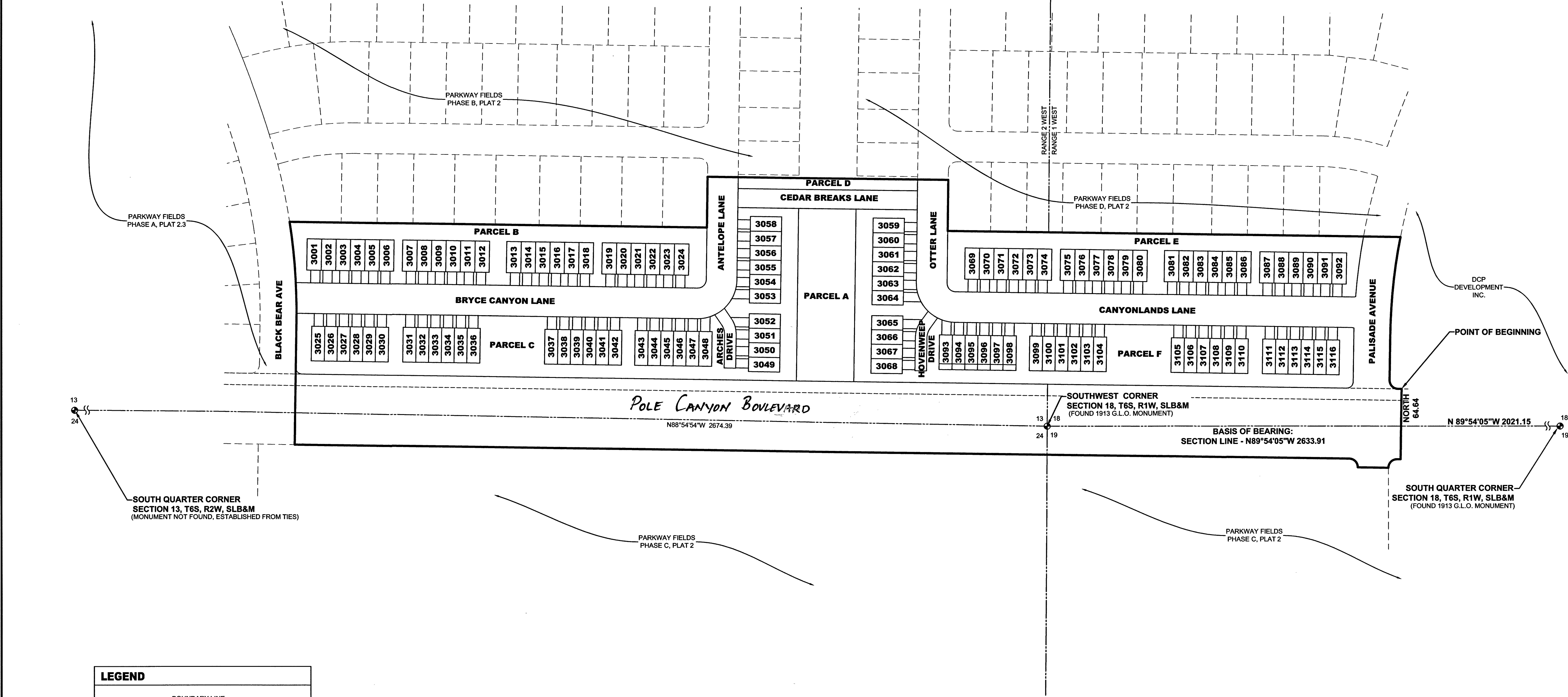
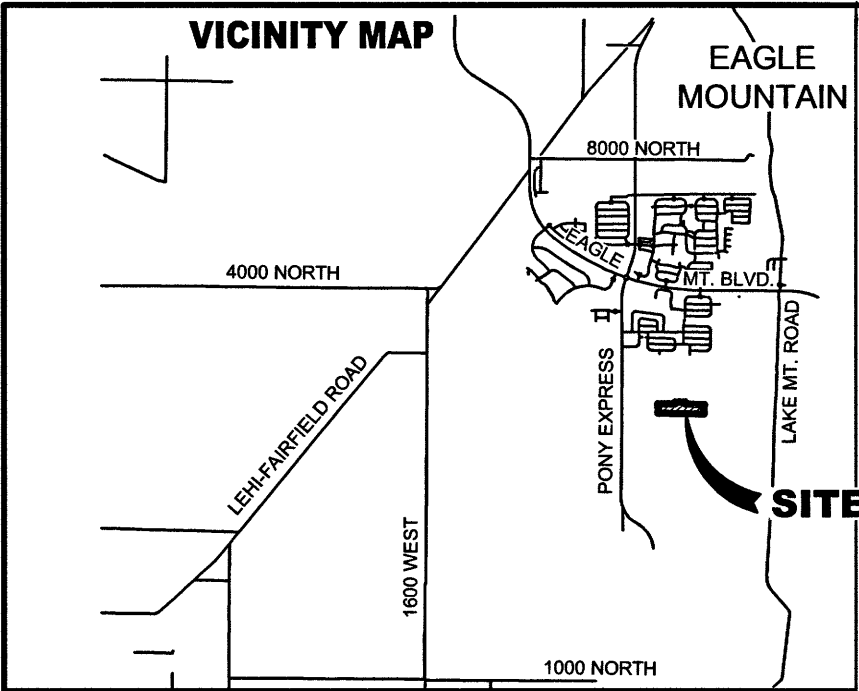
Arches Dr.:

1. ~~Clean both sewer manholes and replace one manhole with sewer vented lid.~~
2. ~~Missing sewer and water stamps on the curb, place brass pin in the curb with a "W" for water & "S" for sewer stamped on the pin. Red dots painted on curb for location.~~

Pole Canyon Blvd.:

1. Place asphalt pathway. Fixed in the Spring.
2. ~~East end blow off bring to grade and place valve box with hand tight cap.~~

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



LEGEND	
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE
	EXISTING LOT LINES
	PROPOSED LOT LINES
	EXISTING MONUMENT
	PROPOSED MONUMENT
	NO ACCESS

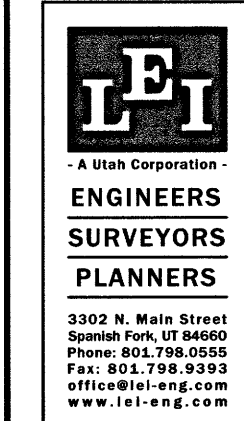
- NOTES:**
- #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
 - ALL COMMON AREAS AND LIMITED COMMON AREAS TO BE MAINTAINED BY HOA.
 - ALL OPEN SPACE AND COMMON AREAS ARE OWNED AND MAINTAINED BY HOA.
 - PARCELS A, B, C, D, E, & F ARE OWNED AND MAINTAINED BY THE HOA.

TABULATIONS

TOTAL ACREAGE:	17.67 ACRES
TOTAL LIMITED COMMON AREA:	1.58 ACRES
TOTAL COMMON AREA:	4.77 ACRES
TOTAL PRIVATE PROPERTY:	2.94 ACRES
TOTAL ROW AREA:	8.03 ACRES
OVERALL DENSITY:	6.56 UNITS/ACRE
TOTAL # OF UNITS:	116 UNITS

TYPE SETBACKS AND MUE DETAILS

ZONE: MF-1	
FRONT:	15'
FRONT GARAGE:	22'
REAR: (BETWEEN BUILDINGS)	30'
SIDE: (BETWEEN BUILDINGS)	15'
GARAGE SIDE: (BETWEEN BUILDINGS)	15'
STREET SIDE:	15'
FRONT MUE:	10'



DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF APPROXIMATING THE LOCATION, BOUNDARIES, COURSE AND DIMENSIONS OF THE RIGHTS-OF-WAY AND EASEMENTS GRANTS AND EXISTING UNDERGROUND FACILITIES. NOTING HEREIN SHALL BE CONSTRUED TO WARRANT OR VERIFY THE PRECISE LOCATION OF SUCH ITEMS. THE RIGHTS-OF-WAY AND EASEMENTS ARE SUBJECT TO NUMEROUS RESTRICTIONS APPEARING ON THE RECORDED RIGHT-OF-WAY AND EASEMENT GRANTS(S). DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-6532.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

APPROVED THIS 21 DAY OF November, 2023

BY: [Signature]

TITLE: GENERAL MANAGER

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

[Signature] DIRECT COMMUNICATIONS DATE 11/21/2023

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

2. PURSUANT TO UTAH CODE ANN. § 17-27a-803(a)(iii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE RUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

(1) A RECORDED EASEMENT OR RIGHT-OF-WAY.

(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.

(3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES

(4) ANY OTHER PROVISION OF LAW.

[Signature] ROCKY MOUNTAIN POWER DATE 11/21/2023

SURVEYOR'S CERTIFICATE

I, CHAD POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER SECTION 13 AND THE NORTHEAST QUARTER SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°54'05"W ALONG THE SECTION LINE 2021.15 FEET AND NORTH 64.64 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE S00°50'25"W 122.00 FEET; THENCE N89°09'35"W 6.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'32"; CHORD: S45°50'39"W 21.21 FEET; THENCE N89°09'43"W 53.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: N44°09'35"W 21.21 FEET; THENCE N89°09'35"W 1822.44 FEET TO THE SOUTHEAST CORNER OF PARKWAY FIELDS PHASE A, PLAT 2.3, DESCRIBED IN ENTRY NUMBER 36642-2023, IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER; THENCE ALONG THE EAST LINE OF SAID PLAT, THE FOLLOWING TWO (2) COURSES: N00°50'25"E 213.09 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 172.71 FEET WITH A RADIUS OF 1038.50 FEET THROUGH A CENTRAL ANGLE OF 09°32'49"; CHORD: N03°56'00"W 172.51 FEET; THENCE S89°09'35"E 721.23 FEET; THENCE N00°46'37"E 87.94 FEET; THENCE S89°13'23"E 416.00 FEET; THENCE S00°46'37"W 88.40 FEET; THENCE S89°09'35"E 782.88 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 172.82 FEET WITH A RADIUS OF 973.50 FEET THROUGH A CENTRAL ANGLE OF 10°10'18"; CHORD: S08°55'33"W 172.59 FEET; THENCE S00°50'25"E 178.09 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: S44°09'35"E 21.21 FEET; THENCE S89°09'35"E 6.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±17.67 ACRES
769,694 SQ. FT.

DATE November 13, 2023 SURVEYOR [Signature]

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR THE PUBLIC USE OF THE PUBLIC, PURSUANT TO UTAH CODE (10-9A-604D), THE OWNER(S) HEREBY CONVEYS PARCELS A, B, C, D, E, AND F, AS INDICATED HEREON, TO THE PARKWAY FIELDS OWNERS ASSOCIATION, INC., WITH A REGISTERED ADDRESS OF 2940 WEST MAPLE LOOP DRIVE, SUITE 102, LEHI, UTAH 84043.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 15 DAY OF November, A.D. 2023

[Signature] Nabe Hutehew, President, BCP Development Inc.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH S.S.

COUNTY OF Utah

ON THIS 15 DAY OF November, 2023, PERSONALLY APPEARED BEFORE ME Nabe Hutehew WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT he IS THE President OF BCP Development Inc. AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID Nabe Hutehew ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: Matt Rasband
COMMISSION NUMBER: 718363
MY COMMISSION EXPIRES: 6/1/25
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 4 DAY OF November, A.D. 2023

APPROVED BY MAYOR [Signature] APPROVED BY CITY ATTORNEY [Signature]

APPROVED [Signature] ENGINEER [Signature] ATTEST [Signature] CLERK-RECORDER [Signature]

COUNTY RECORDER STAMP

ENT 78690-2023 MAP# 19008
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Dec 6 09:12 AM FEE 394.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

PARKWAY FIELDS PHASE C, PLAT 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 100'

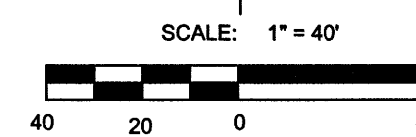
SHEET 1 OF 3

SURVEYOR'S SEAL: CHAD A. POULSEN, No. 501182, 11/21/2023

NOTARY PUBLIC SEAL: MATT RASBAND, No. 718363, COMM. EXP. 06-11-2025

CITY-COUNTY ENGINEER SEAL: CHRISTOPHER TODD, TRUSTY, 12/23

COUNTY RECORDER SEAL: EAGLE MOUNTAIN CITY, UTAH



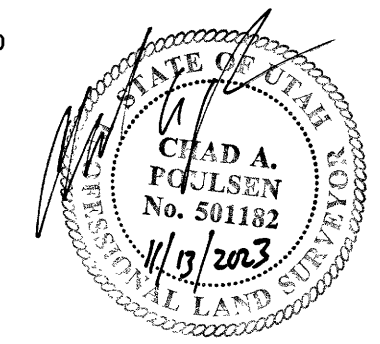
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N41°53'45"E	28.46
L2	N89°09'35"W	15.00
L3	N89°09'35"W	29.70
L4	N89°09'35"W	15.00
L5	N34°48'13"W	27.07
L6	N54°56'10"W	26.63
L8	S0°46'37"W	18.55
L9	N74°58'54"W	22.69
L10	N0°46'37"E	57.95
L11	S34°18'17"E	21.64
L12	S34°18'17"E	21.64
L13	N56°01'31"E	20.22
L14	N0°46'37"E	57.95
L15	S0°46'37"W	57.95
L16	S89°13'23"E	10.00
L17	S89°13'23"E	10.00
L18	S89°09'35"E	23.00
L19	N89°09'35"W	111.85
L20	S89°09'35"E	25.00
L21	S50°43'25"E	33.96
L48	S34°18'17"E	20.90
L49	S89°13'23"E	20.00

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	15°21'00"	4.02	S61°29'05"E 4.01
C2	15.00	19°48'11"	5.18	S80°56'20"W 5.16
C3	1036.50	0°43'11"	13.02	N0°28'49"E 13.02
C4	11.00	90°00'00"	17.28	S44°09'35"E 15.56
C5	68.00	26°41'18"	31.67	N77°29'46"E 31.39
C6	28.00	35°04'54"	17.14	N16°45'50"W 16.88
C7	38.00	35°04'54"	23.27	S16°45'50"E 22.91
C8	68.00	90°03'48"	106.89	N45°48'31"E 96.22
C9	68.00	46°27'43"	55.14	N24°00'28"E 53.64
C10	41.50	90°03'48"	65.23	N45°48'31"E 58.72
C11	15.00	90°03'48"	23.58	N45°48'31"E 21.22
C12	1036.50	1°30'52"	27.40	N0°38'13"W 27.40
C13	1036.50	1°29'47"	27.07	N2°08'32"W 27.07
C14	1036.50	5°48'58"	105.22	N5°47'55"W 105.17
C35	48.00	35°04'54"	29.39	N16°45'50"W 28.93
C36	68.00	8°27'23"	10.04	N51°28'02"E 10.03
C37	68.00	8°27'23"	10.04	N59°55'25"E 10.03

ENT 78690-2023 MAP 19008
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Dec 6 09:29 AM FEE 394.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

19008
2023

LEGEND	
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE
	EXISTING LOT LINES
	PROPOSED LOT LINES
	PROPOSED MONUMENT
	EXISTING MONUMENT
	LIMITED COMMON AREAS 1.93 ACRES
	PRIVATE PROPERTY 2.94 ACRES
	COMMON AREA (INCLUDING PRIVATE ROADS) 4.77 ACRES



PARKWAY FIELDS PHASE C, PLAT 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SCALE: 1" = 40'

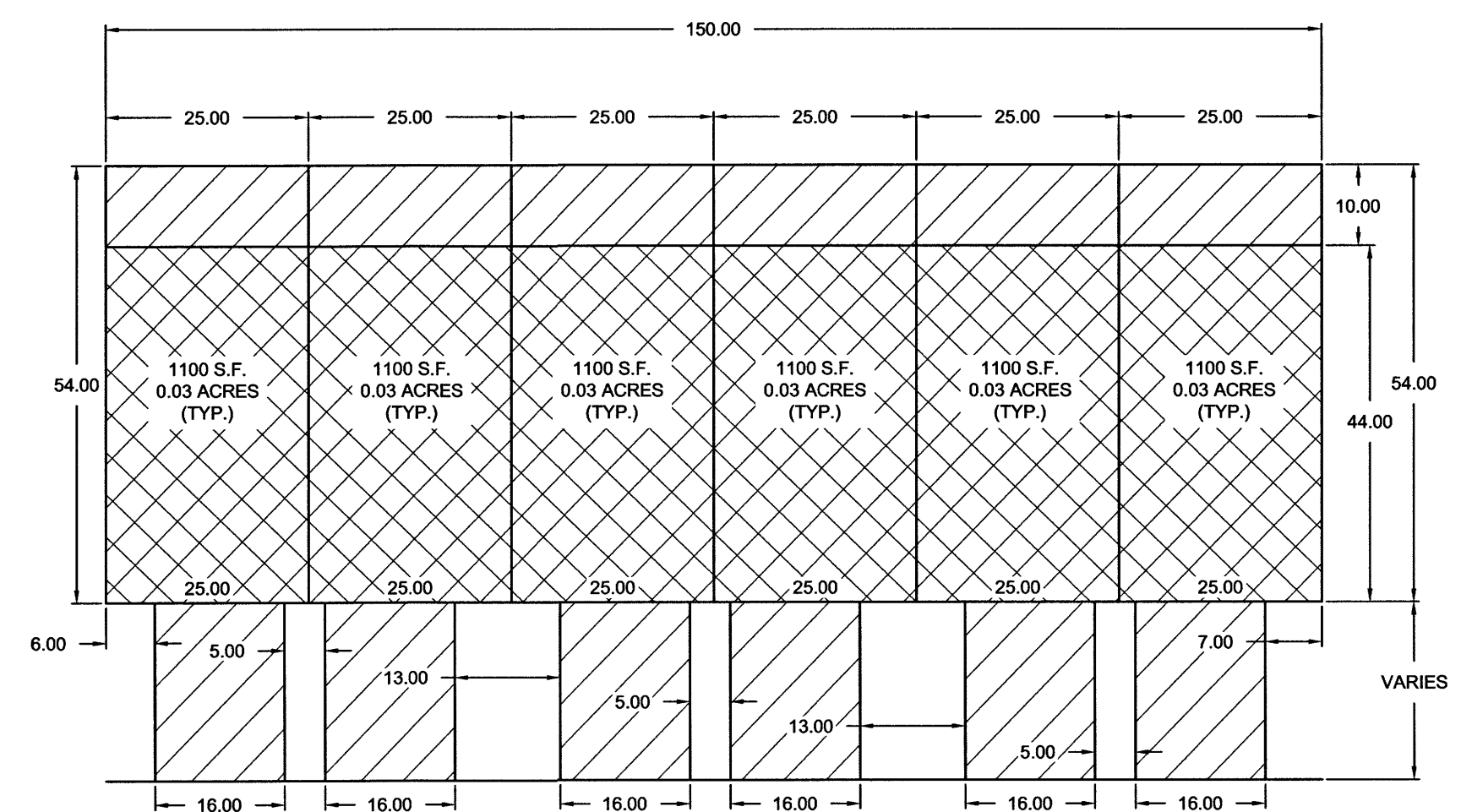
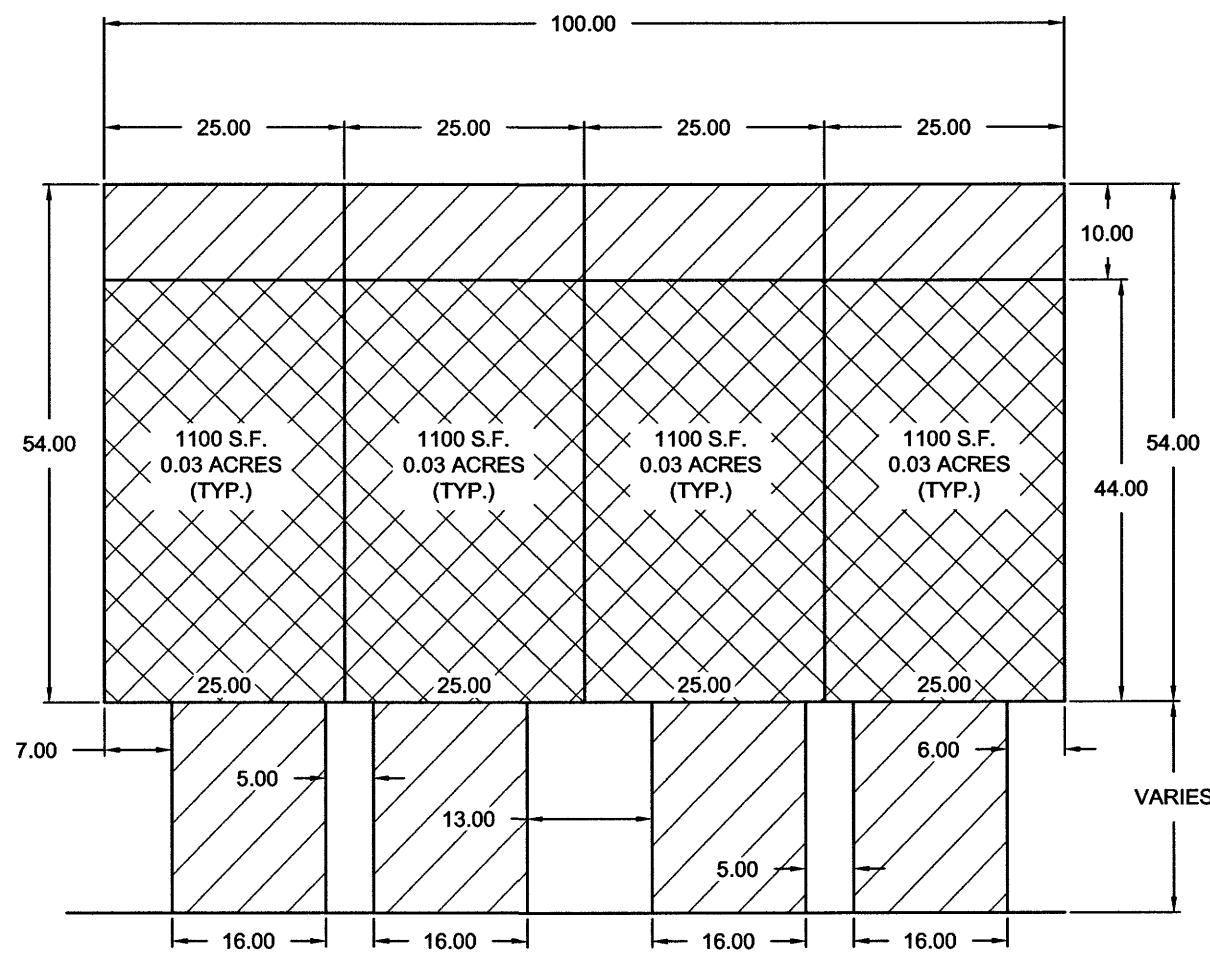
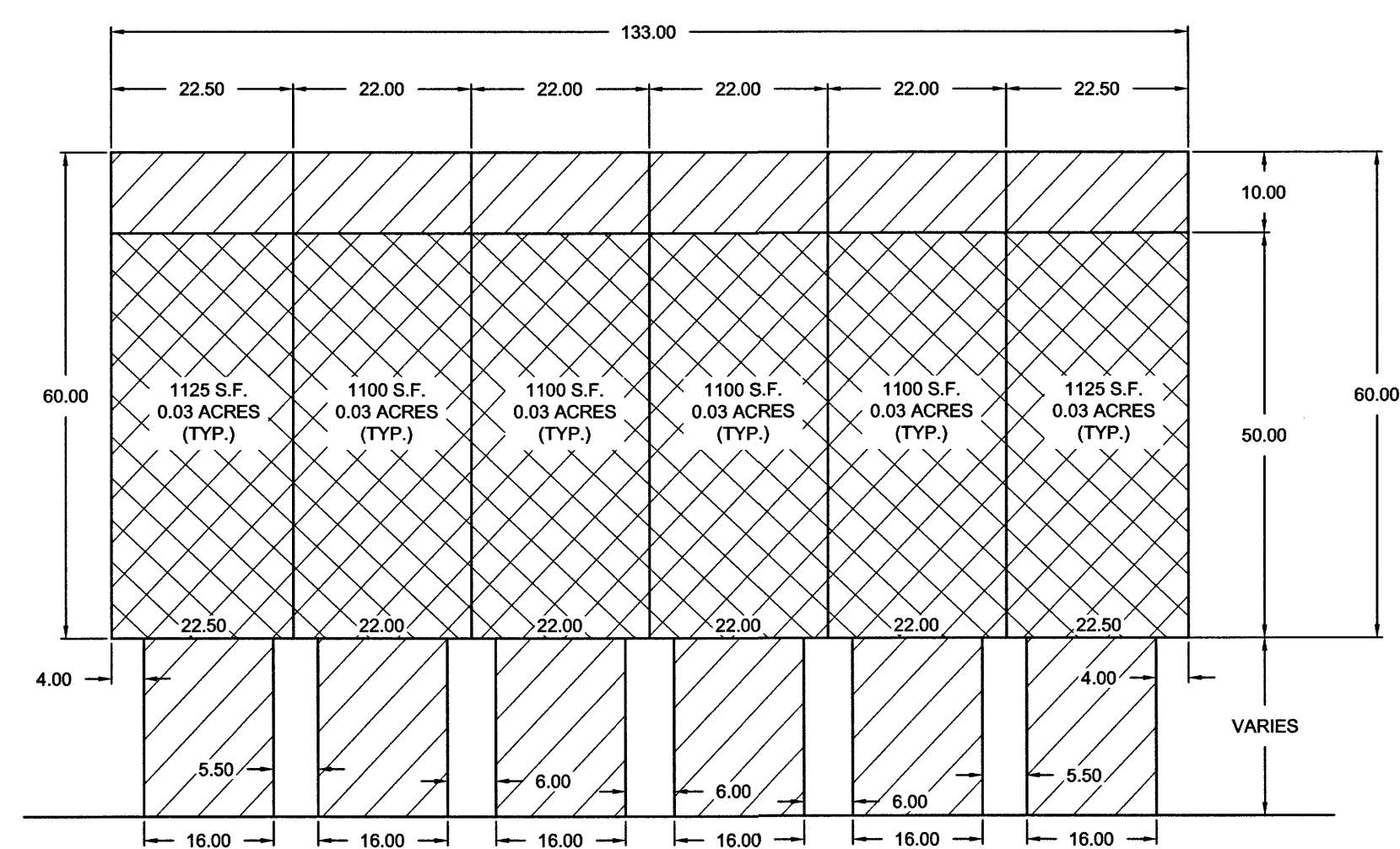
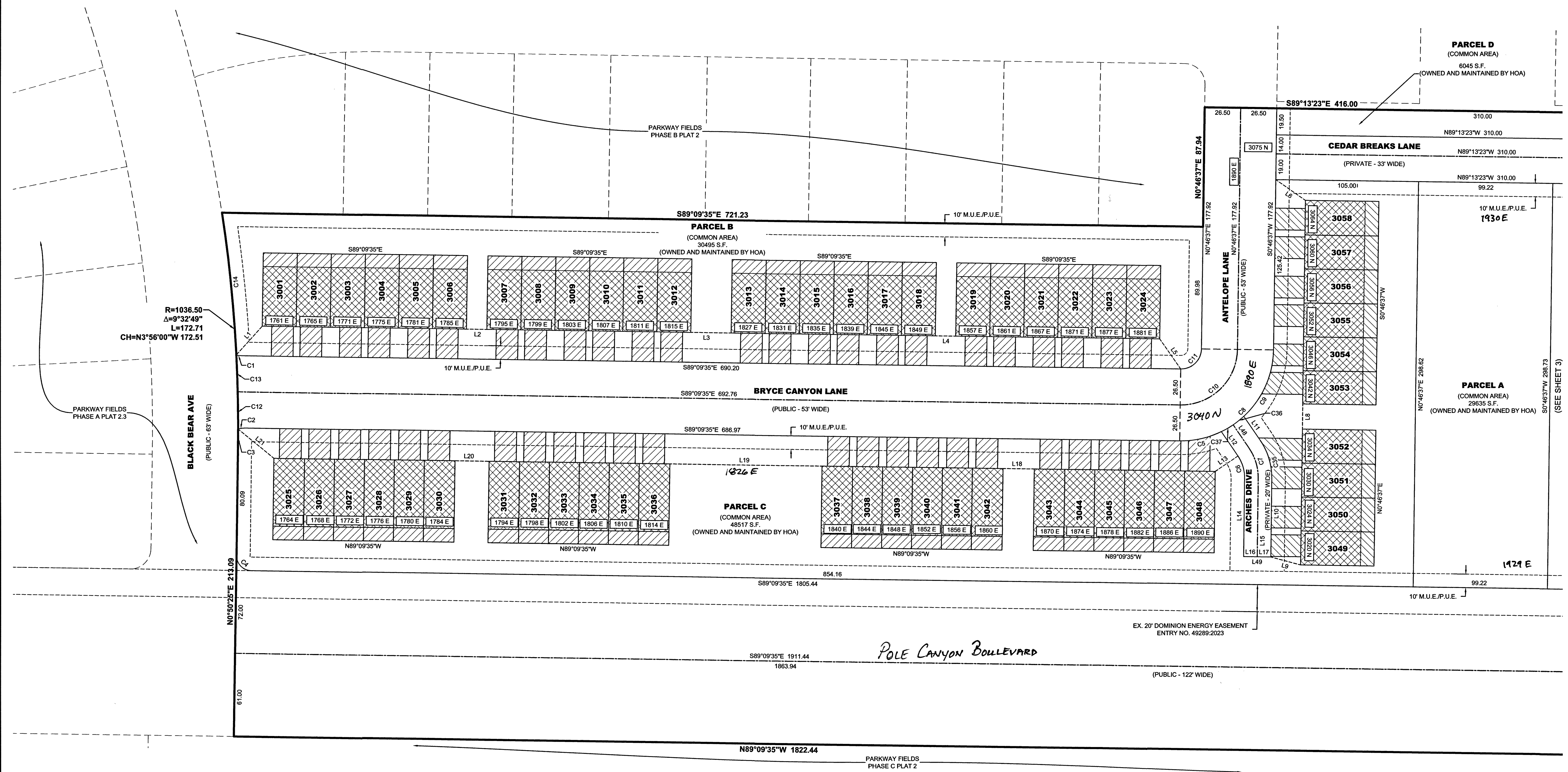
SHEET 2 OF 3

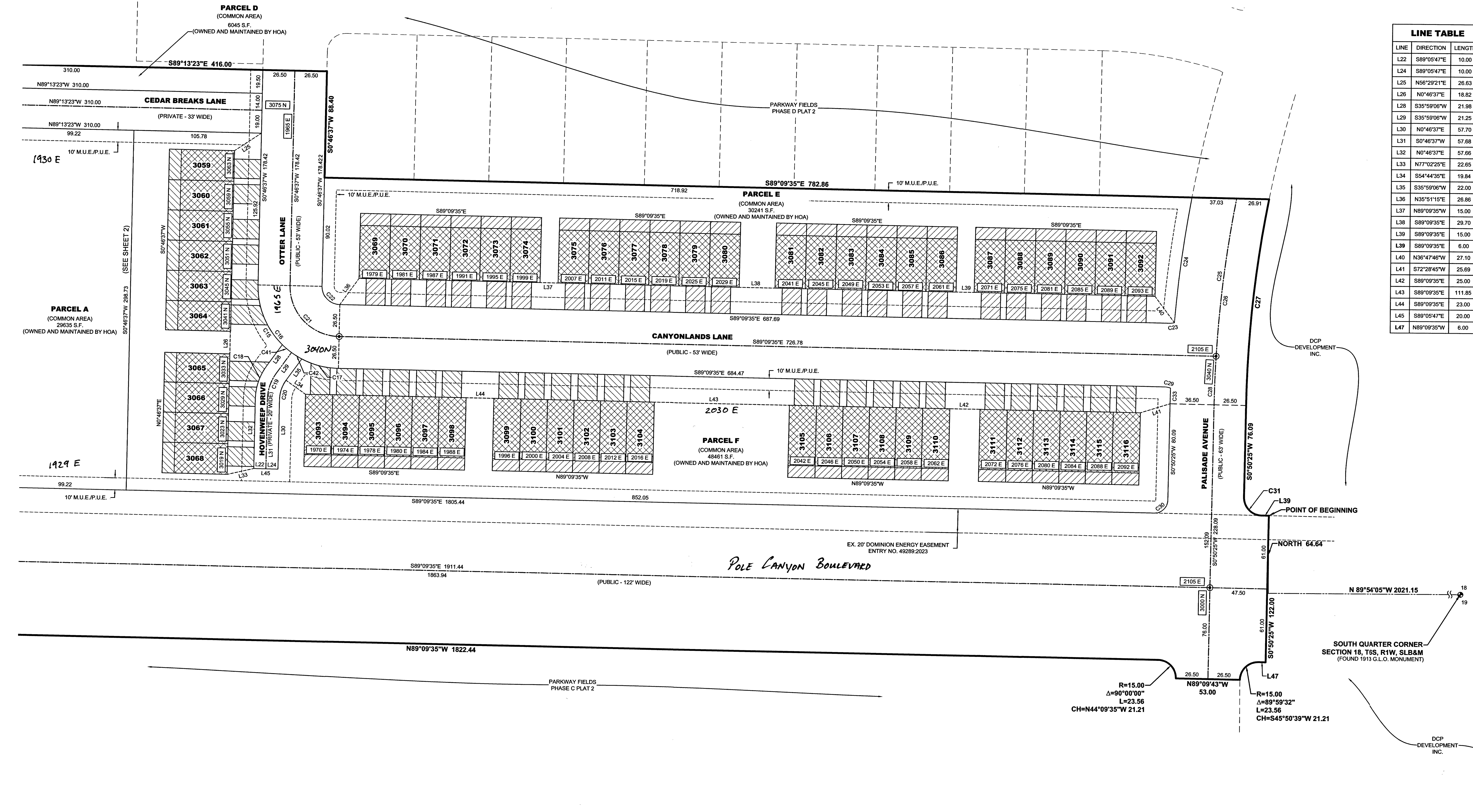


**ALLEY LOAD
6 PLEX**
LOTS 3025-3048 & 3053-3116

**FRONT LOAD
4 PLEX**
LOTS 3049-3052 & 3065-3068

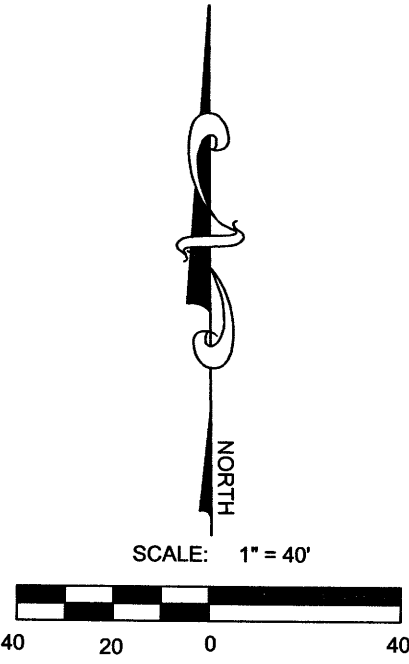
**FRONT LOAD
6 PLEX**
LOTS 3001-3024, 3053-3054 & 3069-3092





LINE TABLE		
LINE	DIRECTION	LENGTH
L22	S89°05'47"E	10.00
L24	S89°05'47"E	10.00
L25	N56°29'21"E	26.63
L26	N0°46'37"E	18.82
L28	S35°59'06"W	21.98
L29	S35°59'06"W	21.25
L30	N0°46'37"E	57.70
L31	S0°46'37"W	57.68
L32	N0°46'37"E	57.66
L33	N77°02'25"E	22.65
L34	S54°44'35"E	19.84
L35	S35°59'06"W	22.00
L36	N35°51'15"E	26.86
L37	N89°09'35"W	15.00
L38	S89°09'35"E	29.70
L39	S89°09'35"E	15.00
L40	S89°09'35"E	6.00
L41	N36°47'46"W	27.10
L42	S72°28'45"W	25.69
L43	S89°09'35"E	25.00
L44	S89°09'35"E	111.85
L45	S89°09'35"E	23.00
L46	S89°05'47"E	20.00
L47	N89°09'35"W	6.00

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C15	68.00	46°24'32"	55.08	S22°25'39"E 53.59
C16	68.00	89°56'12"	106.74	S44°11'29"E 96.11
C17	68.00	26°36'53"	31.59	S75°51'09"E 31.30
C18	48.00	35°12'31"	29.50	S18°22'52"W 29.03
C19	38.00	35°12'30"	23.35	S18°22'52"W 22.99
C20	28.00	35°12'30"	17.21	S18°22'52"W 16.94
C21	41.50	89°56'12"	65.14	S44°11'29"E 58.66
C22	15.00	89°56'12"	23.55	S44°11'29"E 21.20
C23	15.00	15°21'00"	4.02	N83°09'55"E 4.01
C24	1036.50	5°48'58"	105.22	S7°28'45"W 105.17
C25	1000.00	7°34'59"	132.35	S6°56'51"W 132.25
C26	1000.00	9°53'56"	172.77	S5°47'23"W 172.55
C27	973.50	10°10'16"	172.82	S5°55'33"W 172.59
C28	1000.00	2°18'57"	40.42	S1°59'54"W 40.42
C29	15.00	19°48'11"	5.18	N79°15'30"W 5.16
C30	11.00	90°00'00"	17.28	N45°50'25"E 15.56
C31	15.00	90°00'00"	23.56	S44°09'35"E 21.21
C33	1036.50	0°43'11"	13.02	S1°12'01"W 13.02
C41	68.00	8°27'21"	10.04	S49°51'36"E 10.03
C42	68.00	8°27'26"	10.04	S58°18'59"E 10.03

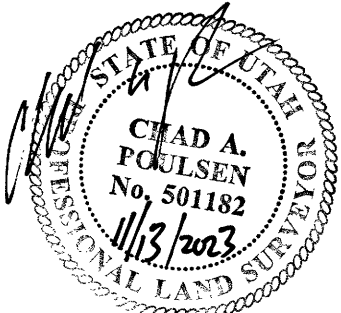


LEGEND	
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE
	EXISTING LOT LINES
	PROPOSED LOT LINES
	PROPOSED MONUMENT
	EXISTING MONUMENT
	LIMITED COMMON AREAS 1.93 ACRES
	PRIVATE PROPERTY 2.94 ACRES
	COMMON AREA (INCLUDING PRIVATE ROADS) 4.77 ACRES

PARKWAY FIELDS PHASE C, PLAT 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND THE SOUTHWEST QUARTER OF SECTION 18 AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

ENT 78690-2023 MAPS 19008
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Dec 6 09:29 AM FEE 394.00 BY AG
RECORDED FOR EAGLE MOUNTAIN CITY





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

ENGINEERING

Wednesday, April 3, 2024

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

SUBJECT: Parkway Fields phase 'C' plat 2 into warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



BOND RELEASE REQUEST LETTER
Parkway Fields phase "C" plat 2
Reduced

Engineering Division
2585 North Pony Express Parkway
Eagle Mountain City, Utah 84005
(801) 789-8671

1st Bond Release	
Original Bond Amount:	\$ 1,784,757.95
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 1,486,130.00
Amount Remaining in Bond:	\$ 298,627.95

Bond Releases Summary	
#1	\$ 1,486,130.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 1,486,130.00

4/3/2024

							QUANTITIES COMPLETED			MONIES RELEASED	
ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	Mobilization	1	0	LS	\$10,000.00	\$0.00	0	1	100%	\$0.00	\$0.00
b	Clear & grub	600000	0	SF	\$0.05	\$0.00	0	600000	100%	\$0.00	\$0.00
c	Import fill	5925	0	TON	\$16.25	\$0.00	0	5925	100%	\$0.00	\$0.00
2	ROADWAY IMPROVEMENTS										
a	Rough grade	202845	202845	SF	\$0.15	\$30,426.75	0	202845	100%	\$30,426.75	\$30,426.75
b	3" Asphalt Roadway	91550	91550	SF	\$1.90	\$173,945.00	0	91550	100%	\$173,945.00	\$173,945.00
c	8" base	91550	91550	SF	\$1.25	\$114,437.50	0	91550	100%	\$114,437.50	\$114,437.50
d	9" sub-base	5110	5110	TON	\$16.25	\$83,037.50	0	5110	100%	\$83,037.50	\$83,037.50
e	Parking stalls	5900	5900	SF	\$2.15	\$12,685.00	0	5900	100%	\$12,685.00	\$12,685.00
f	8" asphalt trail	15005	15005	SF	\$4.45	\$66,772.25	0	15005	100%	\$66,772.25	\$66,772.25
g	4" interior sidewalk	18115	18115	SF	\$6.25	\$113,218.75	0	18115	100%	\$113,218.75	\$113,218.75
h	5" sidewalk	29400	29400	SF	\$6.25	\$183,750.00	0	29400	100%	\$183,750.00	\$183,750.00
i	Sidewalk prep.	47515	47515	SF	\$1.50	\$71,272.50	0	47515	100%	\$71,272.50	\$71,272.50
j	ADA ramps & placards	18	18	EA	\$1,650.00	\$29,700.00	0	18	100%	\$29,700.00	\$29,700.00
k	30" Curb & Gutter modified	5750	5750	LF	\$28.50	\$163,875.00	0	5750	100%	\$163,875.00	\$163,875.00
l	24" mod curb (parking)	720	720	LF	\$26.50	\$19,080.00	0	720	100%	\$19,080.00	\$19,080.00
m	Containment curb	412	412	LF	\$24.00	\$9,888.00	0	412	100%	\$9,888.00	\$9,888.00
n	Stop signs	15	15	EA	\$300.00	\$4,500.00	0	15	100%	\$4,500.00	\$4,500.00
o	Street signs	10	10	EA	\$300.00	\$3,000.00	0	10	100%	\$3,000.00	\$3,000.00
3	CULINARY WATER										
a	8" C-900 water line	3460	865	LF	\$50.00	\$43,250.00	0	3460	100%	\$43,250.00	\$43,250.00
b	8" gate valve	21	5.25	EA	\$2,900.00	\$15,225.00	0	21	100%	\$15,225.00	\$15,225.00
c	8" tee	3	0.75	EA	\$1,500.00	\$1,125.00	0	3	100%	\$1,125.00	\$1,125.00
d	8" bend	5	1.25	EA	\$1,000.00	\$1,250.00	0	5	100%	\$1,250.00	\$1,250.00
e	8" cross	3	0.75	EA	\$2,100.00	\$1,575.00	0	3	100%	\$1,575.00	\$1,575.00
f	8" loop	7	1.75	EA	\$6,700.00	\$11,725.00	0	7	100%	\$11,725.00	\$11,725.00
g	2" air vac	1	0.25	EA	\$8,100.00	\$2,025.00	0	1	100%	\$2,025.00	\$2,025.00
h	1" sample station	1	0.25	EA	\$3,300.00	\$825.00	0	1	100%	\$825.00	\$825.00
i	3/4" service	119	29.75	EA	\$2,100.00	\$62,475.00	0	119	100%	\$62,475.00	\$62,475.00
j	Fire Hydrant	8	2	EA	\$9,900.00	\$17,800.00	0	8	100%	\$17,800.00	\$17,800.00
k	Connect to existing	2	0.5	EA	\$2,000.00	\$1,000.00	0	2	100%	\$1,000.00	\$1,000.00
PI											
l	12" C-900 irrigation line	100	100	LF	\$89.00	\$8,900.00	0	100	100%	\$8,900.00	\$8,900.00
m	8" C-900 irrigation line	260	260	LF	\$52.50	\$13,650.00	0	260	100%	\$13,650.00	\$13,650.00
n	6" C-900 irrigation line	1300	1300	LF	\$44.00	\$57,200.00	0	1300	100%	\$57,200.00	\$57,200.00
o	2" ir service	5	5	EA	\$5,185.00	\$25,925.00	0	5	100%	\$25,925.00	\$25,925.00
p	6" valve	11	11	EA	\$2,000.00	\$22,000.00	0	11	100%	\$22,000.00	\$22,000.00
q	12" valve	2	2	EA	\$5,000.00	\$10,000.00	0	2	100%	\$10,000.00	\$10,000.00
r	8" tee	2	2	EA	\$1,300.00	\$2,600.00	0	2	100%	\$2,600.00	\$2,600.00
s	12"x6" tee	1	1	EA	\$3,200.00	\$3,200.00	0	1	100%	\$3,200.00	\$3,200.00
t	8" cross	1	1	EA	\$1,900.00	\$1,900.00	0	1	100%	\$1,900.00	\$1,900.00
u	6" bend	2	2	EA	\$850.00	\$1,700.00	0	2	100%	\$1,700.00	\$1,700.00
v	Loop	7	7	EA	\$6,700.00	\$46,900.00	0	7	100%	\$46,900.00	\$46,900.00
w	Connect to existing	3	3	EA	\$2,500.00	\$7,500.00	0	3	100%	\$7,500.00	\$7,500.00
4	SEWER										
a	8" sewer main	1120	56	LF	\$51.00	\$2,856.00	0	1120	100%	\$2,856.00	\$2,856.00
b	10" sewer manhole	1160	58	LF	\$59.00	\$3,422.00	0	1160	100%	\$3,422.00	\$3,422.00
c	60" Sewer manholes	2	0.1	EA	\$7,200.00	\$720.00	0	2	100%	\$720.00	\$720.00
d	48" Sewer manholes	10	0.5	EA	\$5,300.00	\$2,650.00	0	10	100%	\$2,650.00	\$2,650.00
e	4" Sewer services	119	5.95	EA	\$1,525.00	\$9,073.75	0	119	100%	\$9,073.75	\$9,073.75
f	Connect to existing	2	0.1	EA	\$2,200.00	\$220.00	0	2	100%	\$220.00	\$220.00
5	STORM DRAIN										
a	Connect to existing	1	0.05	EA	\$1,900.00	\$95.00	0	1	100%	\$95.00	\$95.00
b	12" storm drainpipe	520	26	LF	\$67.00	\$1,742.00	0	520	100%	\$1,742.00	\$1,742.00
c	15" storm drainpipe	1160	58	LF	\$73.00	\$4,234.00	0	1160	100%	\$4,234.00	\$4,234.00
d	18" storm drainpipe	920	46	LF	\$79.00	\$3,634.00	0	920	100%	\$3,634.00	\$3,634.00
e	24" storm drainpipe	420	21	LF	\$97.50	\$2,047.50	0	420	100%	\$2,047.50	\$2,047.50
f	36" storm drainpipe	360	18	LF	\$165.00	\$2,970.00	0	360	100%	\$2,970.00	\$2,970.00
g	60" storm drain manhole w/collars	5	0.25	EA	\$5,400.00	\$1,350.00	0	5	100%	\$1,350.00	\$1,350.00
h	72" storm drain manhole w/collars	2	0.1	EA	\$7,000.00	\$700.00	0	2	100%	\$700.00	\$700.00
i	Combo box	21	1.05	EA	\$6,450.00	\$6,772.50	0	21	100%	\$6,772.50	\$6,772.50
j	Curb inlet box/lie in	21	1.05	EA	\$3,700.00	\$3,885.00	0	21	100%	\$3,885.00	\$3,885.00
k	4" storm drain sump manhole	1	0.05	EA	\$8,400.00	\$420.00	0	1	100%	\$420.00	\$420.00
TOTAL CONSTRUCTION COST						\$1,486,130.00					
Original 10% Bond Coverage						\$298,627.95					
TOTAL BOND AMOUNT:						\$1,784,757.95					
									Released this Period	\$1,486,130.00	

Christopher T. Trusty P.E.
Engineering Director

Date

Robert Ballif
Engineering Tech. II

4/3/24
Date



DATE: Wednesday, April 3, 2024
TO: Bronson Tatton
FROM: Robert Ballif – Engineering Tech. II
SUBJECT: Parkway Fields phase C plat 2 entering warranty-updated

A walk-thru was performed on the above subdivision. Those in attendance were the following:

Robert Ballif-Engineering Tech. II

After performing the walk-thru of the subdivision, have the following comments:

General Notes:

- ~~1. ACAD as build files.~~
2. All water cans to be checked at time of meter install, the water cans will need to meet Eagle MTN City standards, i.e. level to 1 inch above the plane of the curb & sidewalk and the setters are to be 18 to 22 inches from top of lid to top of setter. Setters to be centered in the can. All water cans to have collar and EM City lid w/2 inch hole.
3. ~~Missing sewer and water stamps on the curb, place brass pin in the curb with a "W" for water & "S" for sewer stamped on the pin. Red dots painted on curb for location.~~
4. ~~Place street/stop signs.~~
5. ~~All stub roads that have blow offs to be brought to grade and valve boxes over the valve & the blow off with a plastic hand tight cap on the blow off. Need to be able to reach the cap.~~
6. ~~Sidewalk expansion boards to be ground down, tripping hazard.~~

Black Bear Ave:

- ~~1. Intersection of Rainbow Bridge the ADA ramps to be place and sections of sidewalk to be placed. They are hollow.~~
2. ~~Storm drain manhole off of Pole Canyon add step and grout.~~

Rainbow Bridge Dr.:

1. Lot #3129 curb replace by parking area. Check at exit.
2. Blow off to the west, cannot reach the cap, bring to grade and place plastic hand tight cap.
3. Lot #'s 3135 & 3134 air vac vent to be placed with concrete pad from sidewalk to curb, weep hole to be exposed on top of pad. Turn the air vac on. Lid to say WATER, not storm drain.
4. ~~Intersection of Yuba Dr. sewer manhole add step.~~
5. Remove asphalt and fix curb at entrance to Yuba Dr. Completed April 2024.

Yuba Dr.:

1. ~~Missing sewer and water stamps on the curb, place brass pin in the curb with a "W" for water & "S" for sewer stamped on the pin. Red dots painted on curb for location.~~
2. Missing sewer manhole collars. Completed April 2024.
3. ~~Irrigation setter vault place lid.~~

Golden Spike Dr.:

1. ~~Lot #3165 re-align the steps. Fire hydrant place 6" riser.~~
2. ~~Intersection of Capitol Reef Ave. place irrigation lids on the irrigation valves.~~
3. Place ADA's and sidewalk at the intersection of Capitol Reef. They are hollow. Completed April 2024.

Zion Dr.:

1. ~~Intersection of Capitol Reef Ave. place irrigation lids on the irrigation valves.~~
2. ~~Lot #3188 across the road the BMP in the inlet has fallen in, will need to be fixed.~~



Jordanelle Dr.:

- ~~1. Missing sewer and water stamps on the curb, place brass pin in the curb with a "W" for water & "S" for sewer stamped on the pin. Red dots painted on curb for location.~~
2. Missing sewer manhole collars. Completed April 2024.

Sand Hollow Dr.:

- ~~1. Intersection of Jordanelle storm drain manhole place steps for access to manhole.~~
- ~~2. Lot #3200 fire hydrant 6" riser.~~
- ~~3. Lot #3201 the BMP in the inlet has fallen in, will need to be fixed.~~
- ~~4. Lot #3235 sewer manhole to have vented sewer lid.~~

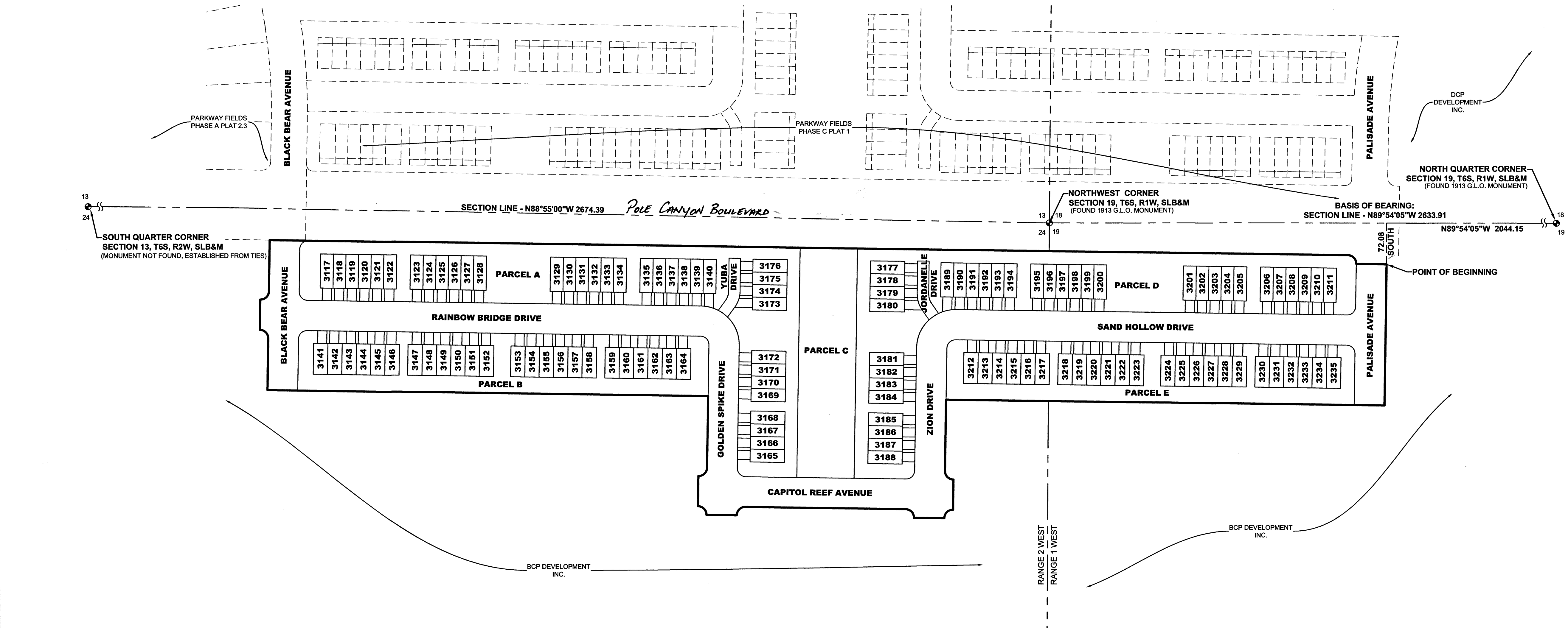
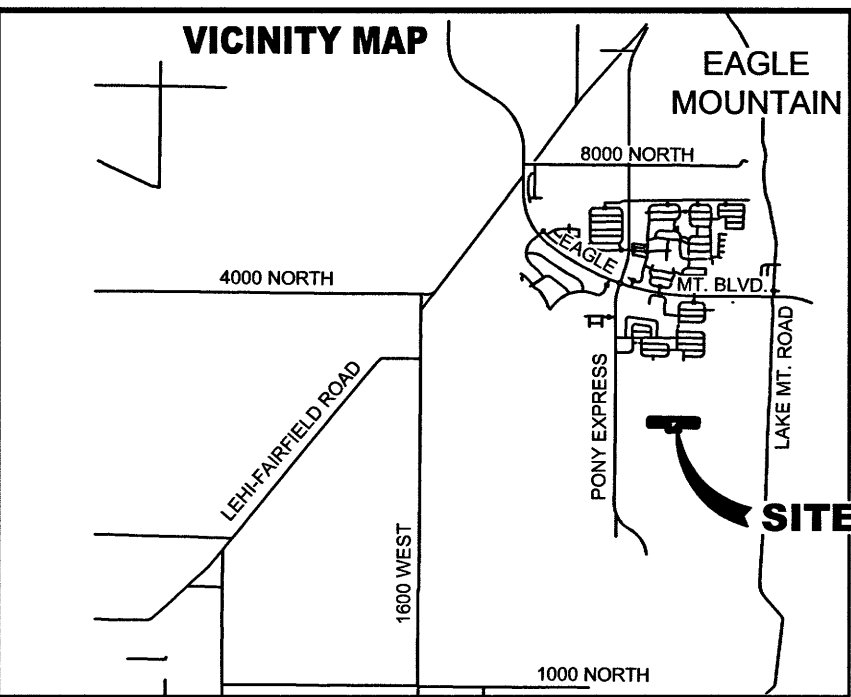
Palisade Ave.:

- ~~1. Missing sewer and water stamps on the curb, place brass pin in the curb with a "W" for water & "S" for sewer stamped on the pin. Red dots painted on curb for location.~~
- ~~2. Intersection of Pole Cayon Blvd. place ADA's. Remove plastic covers.~~
- ~~3. Lot #3235 sewer to have a vented sewer lid.~~
- ~~4. Lot #3235 irrigation setter vault place the lid.~~

Pole Canyon Blvd.:

1. Place asphalt pathway. Fixed in the Spring. Completed April 2024.

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



LEGEND

—	BOUNDARY LINE
—	CENTERLINE
- - -	EASEMENT LINE
- - -	EXISTING LOT LINES
- - -	PROPOSED LOT LINES
●	EXISTING MONUMENT
○	PROPOSED MONUMENT
NA	NO ACCESS

NOTES:

- #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
- ALL COMMON AREAS AND LIMITED COMMON AREAS TO BE MUNICIPAL UTILITY AND DRAINAGE EASEMENTS.
- ALL OPEN SPACE AND COMMON AREAS ARE OWNED AND MAINTAINED BY HOA.
- PARCELS A, B, C, D & E ARE OWNED AND MAINTAINED BY HOA.

TABULATIONS

TOTAL ACREAGE:	13.72 ACRES
TOTAL LIMITED COMMON AREA:	1.54 ACRES
TOTAL COMMON AREA:	5.95 ACRES
TOTAL PRIVATE PROPERTY:	3.02 ACRES
TOTAL ROW AREA:	3.57 ACRES
OVERALL DENSITY:	8.67 UNITS/ACRE
TOTAL # OF UNITS:	119 UNITS

TYPICAL SETBACKS AND MUE DETAILS

ZONE: MF-1	
FRONT:	15'
FRONT GARAGE:	22'
REAR:	30' BETWEEN BUILDINGS
SIDE:	15' BETWEEN BUILDINGS
GARAGE SIDE:	15' BETWEEN BUILDINGS
STREET SIDE:	15'
FRONT MUE:	10'

DOMINION ENERGY UTAH ACCEPTANCE

QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-6532.

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH
APPROVED THIS 11 DAY OF NOVEMBER, 2023
BY: Chad A. Poulsen
TITLE: PER CONSTRUCTION R/W

DIRECT COMMUNICATIONS APPROVAL

DIRECT COMMUNICATIONS CEDAR VALLEY, LLC CERTIFIES THAT IT WILL PROVIDE TELECOMMUNICATIONS SERVICES TO THIS SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY P.S.C. UTAH NO. 1 TARIFF.

Chad A. Poulsen 11/21/2023
DIRECT COMMUNICATIONS DATE

ROCKY MOUNTAIN POWER APPROVAL

1. PURSUANT TO UTAH CODE ANN. §54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. §17-27-603(4)(b) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY.
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.
(3) TITLE 54, CHAPTER 84, DAMAGE TO UNDERGROUND UTILITY FACILITIES
(4) ANY OTHER PROVISION OF LAW.

Chad A. Poulsen 11/21/23
ROCKY MOUNTAIN POWER DATE

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501182 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED N89°54'05"W ALONG THE SECTION LINE 2044.15 FEET AND SOUTH 72.08 FEET FROM THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS: THENCE S00°50'25"W 248.00 FEET; THENCE N89°09'35"W 766.94 FEET; THENCE S00°50'25"W 125.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: S44°09'35"E 21.21 FEET; THENCE S00°50'25"W 53.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: N44°09'35"W 21.21 FEET; THENCE N89°09'35"W 280.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: S45°50'25"W 21.21 FEET; THENCE N89°09'35"W 53.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: N89°09'35"W 53.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: N44°09'35"W 21.21 FEET; THENCE N89°09'35"W 770.50 FEET; THENCE N00°50'25"E 90.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: N44°09'35"W 21.21 FEET; THENCE N00°50'25"E 53.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: N44°09'35"W 21.21 FEET; THENCE N00°50'25"E 53.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: N45°50'25"E 21.21 FEET; THENCE N00°50'25"E 90.00 FEET; THENCE S89°09'35"E 168.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 23.56 FEET WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00"; CHORD: S44°09'35"E 21.21 FEET; THENCE S89°09'35"E 53.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±13.72 ACRES
597,560 SQ. FT.

DATE: NOVEMBER 13, 2023
SURVEYOR: Chad A. Poulsen
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. PURSUANT TO UTAH CODE 10-9A-604(D), THE OWNER(S) HEREBY CONVEYS PARCELS A, B, C, D, AND E, AS INDICATED HEREON, TO THE PARKWAY FIELDS OWNERS ASSOCIATION, INC., WITH A REGISTERED ADDRESS OF 2940 WEST MAPLE LOOP DRIVE, SUITE 102, LEHI, UTAH 84043.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 15th DAY OF November, A.D. 2023.

BCP Development Inc., President, Nale Hutchinson

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH S.S.
COUNTY OF Utah
ON THIS 15 DAY OF November, 2023 PERSONALLY APPEARED BEFORE ME Nale Hutchinson WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT BCP Development Inc. IS THE Principal OF BCP Development Inc. AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID Nale Hutchinson ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: Matt Rasband
COMMISSION NUMBER: 718263
MY COMMISSION EXPIRES: 6/11/25
A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE City Council OF Eagle Mountain COUNTY OF UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 4 DAY OF November, A.D. 2023.

APPROVED BY: Tommy R. Rasmussen
APPROVED: Christopher T. Rasmussen ENGINEER (See Seal Below)
ATTEST: Jeff B. Rasmussen CLERK-RECORDER (See Seal Below)

**PARKWAY FIELDS
PHASE C, PLAT 2**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

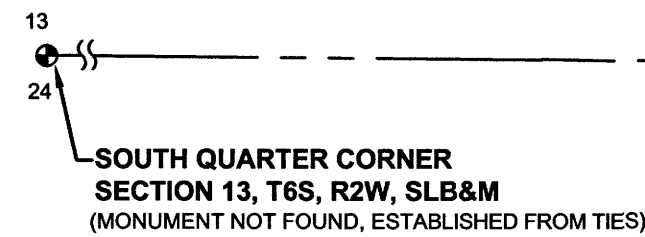
SCALE: 1" = 100' SHEET 1 OF 3

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

This form approved by Utah County and the municipalities therein. LEI #2019-0046

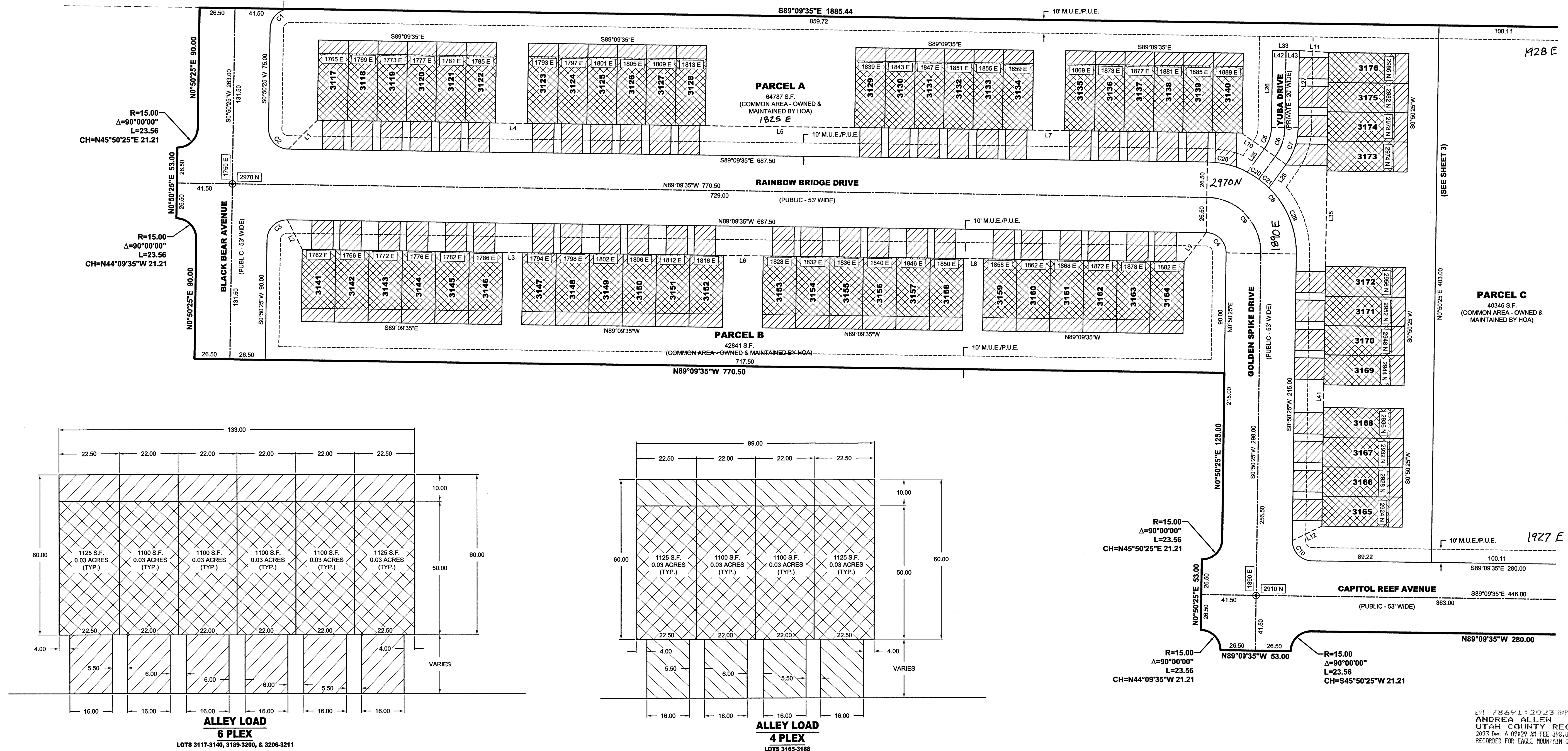
LEI
-A Utah Corporation-
**ENGINEERS
SURVEYORS
PLANNERS**
3302 N. Main Street
Spanish Fork, UT 84606
Phone: 801.798.0555
Fax: 801.798.0592
office@lei-eng.com
www.lei-eng.com

Sec. 24, T6S, R2W, Sec. 19, T6S, R1W, S180M TU-038 JS



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	15.00	90°00'00"	23.56	S45°50'25"W 21.21
C2	15.00	90°00'00"	23.56	S44°09'35"E 21.21
C3	15.00	90°00'00"	23.56	S45°50'25"W 21.21
C4	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C5	28.00	35°08'41"	17.17	N18°24'46"E 16.91
C6	38.00	35°08'41"	23.31	N18°24'46"E 22.95
C7	48.00	35°08'41"	29.44	N18°24'46"E 28.98
C8	68.00	90°00'00"	106.81	N40°09'35"W 96.69
C9	41.50	90°00'00"	65.19	N44°09'35"W 58.17
C10	15.00	90°00'00"	23.56	S44°09'35"E 21.21
C20	68.00	8°27'25"	10.04	S58°16'47"E 10.03
C21	68.00	8°27'22"	10.04	S49°49'42"E 10.03
C22	68.00	26°39'05"	31.63	N75°50'02"W 31.35
C29	68.00	46°26'08"	55.11	N22°22'39"W 53.61

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S45°10'11"W	30.75
L2	N26°41'29"W	24.8
L3	N89°09'35"W	15.00
L4	N89°09'35"W	24.00
L5	N89°09'35"W	111.85
L6	N89°09'35"W	29.70
L7	N89°09'35"W	24.70
L8	N89°09'35"W	15.00
L9	N37°23'53"E	27.64
L10	S55°24'0"E	20.40
L11	N86°22'20"W	21.86
L12	S63°59'48"W	24.61
L25	N33°59'06"E	21.71
L26	N0°50'25"E	57.92
L27	N0°50'25"E	57.89
L28	N33°59'06"E	21.70
L33	N86°05'47"W	20.00
L35	N0°50'25"W	71.48
L41	N0°50'25"E	16.93
L42	N86°05'47"W	10.00
L43	N89°05'47"W	10.00



ENT 78691:2023 MAP# 19009
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Dec 6 09:29 AM FEE 398.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND
MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

SHEET 2 OF 3

SURVEYOR'S SEAL		CLERK-RECORDER SEAL
This form approved by Utah County and the municipalities therein LEI #2019-0046		

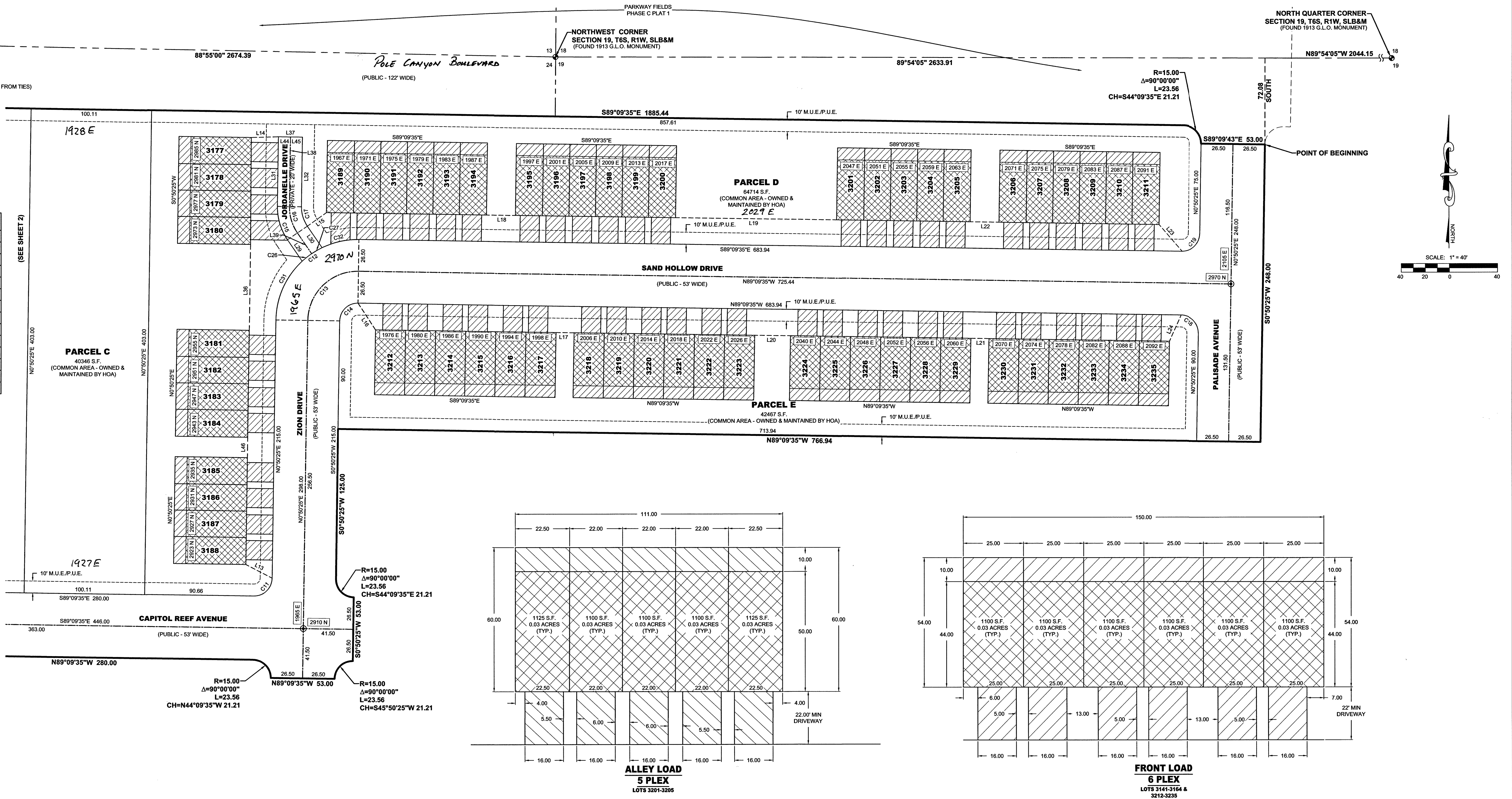
This form approved by Utah County and the municipalities therein.

LEI #2019-0046



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C11	15.00	90°00'00"	23.56	N45°50'25"E 21.21
C12	68.00	90°00'00"	106.81	S45°50'25"W 98.17
C13	41.50	90°00'00"	65.19	S45°50'25"W 58.69
C14	15.00	90°00'00"	23.56	S45°50'25"W 21.21
C15	48.00	35°08'42"	29.44	S16°43'56"E 28.98
C16	38.00	35°08'42"	23.31	N16°43'56"W 22.95
C17	28.00	35°08'41"	17.17	S16°43'56"E 16.91
C18	15.00	90°00'00"	23.56	N44°09'35"W 21.21
C19	15.00	90°00'00"	23.56	N45°50'25"E 21.21
C26	68.00	8°27'23"	10.04	N51°28'02"E 10.03
C27	68.00	8°27'23"	10.04	N59°55'25"E 10.03
C31	68.00	46°23'55"	55.07	S24°02'22"W 53.57
C32	68.00	26°41'18"	31.67	S77°29'46"W 31.39

LINE TABLE		
LINE	DIRECTION	LENGTH
L13	S62°21'43"E	24.65
L14	N88°26'42"E	22.58
L15	S54°29'04"W	19.48
L16	N33°11'44"W	26.55
L17	N89°09'35"W	15.00
L18	N89°09'35"W	24.00
L19	N89°09'35"W	133.85
L20	N89°09'35"W	29.70
L21	N89°09'35"W	15.00
L22	N89°09'35"W	24.00
L23	S40°34'42"E	29.34
L24	N23°56'33"E	23.92
L29	N34°18'17"W	21.64
L30	S34°18'17"E	21.64
L31	S0°50'25"W	57.89
L32	S0°50'25"W	57.92
L36	S0°50'25"W	71.48
L37	S89°13'23"E	20.00
L38	N0°50'25"E	57.91
L39	N34°18'17"W	20.90
L44	N89°13'23"W	10.00
L45	N89°13'23"W	10.00
L46	N0°50'25"E	16.93



LEGEND	
	BOUNDARY LINE
	CENTERLINE
	EASEMENT LINE
	EXISTING LOT LINES
	PROPOSED LOT LINES
	PROPOSED MONUMENT
	EXISTING MONUMENT
	LIMITED COMMON AREAS 1.54 ACRES
	PRIVATE PROPERTY 3.02 ACRES
	COMMON AREA (INCLUDING PRIVATE ROADS) 5.95 ACRES

PARKWAY FIELDS PHASE C, PLAT 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH

ENT 78691-2023 MAP4 19009

ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Dec 6 09:29 AM FEE 398.00 BY AC
RECORDED FOR EAGLE MOUNTAIN CITY

SURVEYOR'S SEAL

CITY ENGINEER SEAL

CLERK-RECORDER SEAL

SHEET 3 OF 3

This form approved by Utah County and the municipalities therein. LEI #2019-0046

19009

3043



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	Change Order #1 - Codale Electric - Rodeo Arena Lights		
ITEM TYPE:	Change Order		
FISCAL IMPACT:	\$36,137.15 from the Utility Sale proceeds (47-80-45100-7115)		
APPLICANT:	Brad Hickman, Public Works Director		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Brad Hickman, Public Works

PRESENTED BY:

Brad Hickman, Public Works
Director

RECOMMENDATION:

Staff recommends that the City Council approve Change Order #1 with Codale Electric in the amount of \$40,731.15 for the Rodeo Arena Lights project.

BACKGROUND:

Per the City's procurement code, Staff moved forward with a purchase contract with State procurement contractor, Codale Electric, to purchase lighting fixtures for the Pony Express Memorial Rodeo Arena. There was a budget allocation of \$100,000 for the lighting. The original cost of the lighting fixtures and installation came in at \$95,406, leaving \$4,594 remaining in the budget.

The original contract showed the new lighting installed on the existing poles around the arena, approximately 30 feet above the ground. After a review of the site, it was determined that it would be more advantageous to replace existing poles with new wood poles that would be 60 feet above the ground. Placing the lights on a taller pole will allow for the lighting to be aimed in a more downward direction decreasing any light overspill away from the arena and would be more congruent with the City's dark sky ordinance. It has also been noted by users of the rodeo facility that the low lights cause a light glare in certain parts of the arena.

Codale Electric has provided a change order from subcontractor Quantum Lighting for the taller light poles in the amount of \$40,731.15. Based on the original budgeted amount of \$100,000, the net requested amount for the change order is \$36,137.15. This change order includes the removal of the existing 30-foot poles along with installation of the new poles. It also provides new wire drops from the arms of the light fixture that will run down the pole and connect to

a junction box. Additionally, the new poles will allow for future relocation since they will be buried 10 feet into the ground rather than having a concrete base.

Staff has spent a considerable amount of time on this project, trying to keep within budget constraints while allowing for as much flexibility as possible. Staff recommends approval of the change order in the amount of \$40,731.15 (net amount of \$36,137.15) to come from utility sale proceeds.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Quote - Light Poles](#)

Date: Apr 10, 2024

Quote: HQLG24-120530-1

Quote
Page 1/1



Quantum Lighting Group
423 W. Broadway
Salt Lake City UT 84101
Phone: (801) 270-0010
Fax: (801) 264-0060
From: Lynn Larsen
Quoter Ph: (801) 506-1348
Email: llarsen@quantumltg.com

Project EAGLE MOUNTAIN RODEO ARENA -
NEW POLES
Location EAGLE MOUNTAIN UT
Quote HQLG24-120530-1

To: Dave Chugg
QUANTUM LIGHTING GROUP INC.
423 W. Broadway
Suite 280
Salt Lake City UT 84101
Phone: (801) 270-0010
Fax: (801) 264-0060

For
Bid Date Apr 10, 2024
Expires May 10, 2024

QTY	Type	MFG	Part	Price	UQ
1		QUAN	WOOD POLES AND ASSOCIATED ELECTRICAL	\$40,731.15	
Total:					\$40,731.15

Notes:

INCLUDES:

FOUR WOOD POLES - 60 FEET MOUNTING HEIGHT
INSTALLATION
ALL ELECTRICAL WIRING AND CONDUIT
REMOVAL OF EXISTING POLES AND FIXTURES

Terms and conditions of sale:

- * Subject to manufacturer's published terms and conditions of sale.
- * All quoted lead times are subject to change according to market conditions.
- * Complete quote must be used, no partials.
- * Stems, pendants, hangers, canopies or lamps are NOT included unless noted in body of quote.
- * Emergency ballasts are contractor installed, unless otherwise noted.
- * Anchor-bolts are shipped with poles, additional charges will apply if shipped separately.
- * Spares are NOT included unless otherwise noted.
- * Unless noted in body, no addendums have been received.
- * Wiring not included on lighting controls unless otherwise specified.

Mfg Terms:	Freight	Minimum
QUAN	Allowance	Order
QUANTUM LIGHTING GR	Plus Freight	



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

April 2, 2024, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

4:00 P.M. WORK SESSION

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Interim City Administrator; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Tyler Maffitt, Communications Manager; Natalie Winterton, Grants Coordinator/Management Analyst; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Jody Bates, Chief Deputy Recorder; Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; Embret Fossum, Unified Fire Authority Battalion Chief; Eric McDowell, Chief Deputy Sheriff; Melissa Yates, Purchasing Agent; Dawn Hancock, Events Manager, and Jason Hall, Recreation Manager.

CITY STAFF PRESENT ELECTRONICALLY: Chas Glenn, Administrative Assistant; Terrence Dela Pena, Finance/Management Analyst; Michele Graves, Library Director; and Elizabeth Fewkes, Recording Secretary.

Mayor Westmoreland called the meeting to order at 4:01 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. PRESENTATION – Colin Baenziger & Associates, Recruitment Firm

Colin Baenziger President of Colin Baenziger & Associates Recruitment Firm introduced the firm and explained their recruitment process.

Councilmembers Wood and Gray expressed support for holding a social event to meet the candidates prior to interviews.

Councilmember Gray suggested allowing the applicants to bring a significant other to the social.

1.B. PRESENTATION – 2024 Business Climate Survey Results

Economic Development Director Evan Berrett presented the item. The Business Climate Survey was started in 2023 as a means of discovering how business owners feel about the local economy, learning about what challenges business owners are facing, identifying ways the City can assist local businesses, and evaluating if current programs are effective. The survey evaluated why businesses located in Eagle Mountain, general sentiments about the City, and business owners' feelings about growth.

The top needs for economic growth in 2024 are residential growth, growth of affordable housing options, and development of new retail centers. Overall, business owners are desirous to grow and lack capital and available affordable space to do so.

To assist businesses, Eagle Mountain City plans to promote the development of commercial centers that can accommodate a variety of types and sizes of uses, work more with State and Federal partners to better familiarize businesses with funding opportunities, and evaluate processes and code restricting growth. The Eagle Mountain Chamber of Commerce plans to open new Business Resource Center facilities, establish a business incubator program, and continue to provide valuable training and support resources to local business owners.

1.C. DISCUSSION – Fireworks Restrictions

Unified Fire Authority Battalion Chief Embret Fossum presented the recommended fireworks restrictions for 2024. The build-out of developments has altered restriction recommendations for some residential areas. He explained that the map restricts usage in the parks because the City has had issues with the improper use and damages caused by fireworks when it has been permitted in the past.

Councilmember Wood requested that United Fire Authority (UFA) provide information to residents to explain the reasons for the restrictions.

2. AGENDA REVIEW

8. AGREEMENTS

8.A. First Addendum to a Professional Service Agreement – Brown's Amusements Inc.

Discussion ensued regarding concerns that the increased cost of carnival tickets from \$35 to \$40 per person would decrease event attendance.

Special Events Manager Dawn Hancock verified that tickets can be purchased in advance for \$30 an individual and that the City receives a portion of the money from ticket sales.

Councilmember Wood asked staff to inform the City Council if the higher price of the tickets results in reduced event participation.

10. MINUTES

10.A. March 19, 2024 Minutes – Regular City Council Meeting

11. SITE PLANS

11.A. SITE PLAN – Oquirrh Mountain Ranch and Eagle Mountain, UT, Central Stake Church Site Plan located off 7000 N Pony Express Parkway (County Parcel #58:048:0077) and the continuation of E Oquirrh Mountain Parkway (County Parcel #58:048:0078)

Interim City Administrator Steve Mumford recommended working with the developer to fence off the area around the petroglyphs near the site to protect them during construction.

Planning Director Brandon Larsen requested to have the item removed from the agenda to be returned to the Planning Commission for the evaluation of the associated preliminary plat. The site plan and preliminary plat will be presented to the City Council at a future meeting and the steeple height will be addressed before the item returns.

Discussion ensued regarding traffic circulation patterns and ingress and egress for the site.

Councilmember Wood asked staff to work with Eric Duclos in Facilities Management for The Church of Jesus Christ of Latter-day Saints to address water-wise solutions for the maintenance of landscaping at church facilities.

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code 17.10.030 Definitions, 17.40.040 Conditional Uses, and 17.53.040 Land Uses

Senior Planner David Stroud presented the item. A consultant contacted the City regarding where a facility that recycles food-grade oil (oil that is used in restaurants and fit for human consumption) may be located. The land use table does not contemplate that specific use and will default to the recycling facilities use. Recycling facilities are not permitted in the Sweetwater Industrial Overlay Zone, the consultant's location of interest. Staff informed the consultant that the City would work on an amendment on behalf of the potential user, but this should not be taken as complete support of such an amendment as the Planning Commission and City Council would decide on the appropriate direction.

The land use tables in Eagle Mountain Municipal Code (EMMC) identify "Recycling Facilities" as a conditional use in the Industrial zone and not permitted in the Sweetwater Industrial Overlay zone. However, recycling facilities are not defined in EMMC. This type of facility can take on several meanings absent of any definitions in the code. The proposed changes will add definitions to EMMC and list recycling food-grade oil as a conditional use in the Industrial Zone and a conditional use in the Sweetwater Industrial Overlay Zone. Junkyard or wrecking yard will also be defined to prevent them from being interpreted as a recycling facility. Junkyards and wrecking yards are currently not allowed in the City and this change would maintain the use as prohibited in all zones.

Councilmember Clark objected to identifying food-grade oil processing as recycling as she feels it does not fit within the proposed definition of recycling facilities as "a collection point where only recyclable materials are sorted and/or temporarily stored prior to delivery to a permanent disposal site, or shipment to others for reuse, and/or processing into new products."

Councilmember Wood explained that recycling, junk yards, and food waste facilities were intentionally removed from Municipal Code by previous Planning Commissioners and Councilmembers as they were not desirable because of the odors produced. He is not interested in reintroducing them to the standards or adding any conditional uses to Municipal Code. His understanding is that the business desires to relocate due to odor complaints by residents in Saratoga Springs and Lehi.

Mr. Stroud stated that recycling could be removed from the definition of food-grade oil processing should the Council elect to move forward with the amendment. He is working to add definitions to Municipal Code to improve clarity in the standards.

12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.60.120 General Fencing Provisions

Senior Planner Robert Hobbs presented the item. The City Council recently approved a rewrite of the City's fence code. In conjunction with that action, the Council asked staff to bring back an ordinance to address how the City measures fence or wall heights by adding the following additional language to 17.60.120 General fencing provisions, "Fence or wall height is measured or assessed from either: a) the height of finished grade of the property whereupon a fence lies or to which it pertains, to the top of the fence or wall; or, b) from the height of the grade of a commercial or industrial building/parking pad where such is at a higher grade elevation than any abutting residentially zoned or developed property – whichever results in a higher screen."

All Councilmembers supported the additional edits made to verbiage in the amendment presented in the meeting as indicated above.

12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.49 Wildlife Corridor Overlay Zone

Wildlife Biologist/Environmental Planner Todd Black presented the item. He noted the importance of separating the critical mule deer migration route from other wildlife corridors especially when evaluating the need for wildlife-permeable fencing. The City is focusing on efforts to route wildlife to cross Pony Express Parkway in a single location with an overpass and detection system. He desires for wash setback standards to be based on scientific studies and findings to facilitate enforcement.

Councilmember Gray clarified that his concern with fencing is due to the potential for encroachment on private property use and rights and the subjectiveness of the approval of alternative fencing by the Planning Director.

Discussion ensued regarding the following:

- Wildlife corridor fencing standards, exception approvals, and appeals;
- The City's responsibility and liability in measuring, marking, and monitoring wash setbacks;
- Possibly requiring the setback to be based on the greater of either 75 feet from the bottom of the wash or 50 feet from the top of the wash; and
- Establishing setbacks for significant washes that differ from standards for insignificant washes in areas of the City not a part of the wildlife corridor.

13. ORDINANCES

13.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, to Repeal and Replace Eagle Mountain Municipal Code Chapter 2.16 City Administrator

Discussion ensued regarding the following possible changes to Section 2.16.020 Hiring process:

- Paragraph 1: Replace the word *will* with *may* for the first sentence to state, "For any vacancy of the position of City Manager, the City Council, with the Mayor as a voting member *may* appoint an acting City Manager to immediately assume the duties and responsibilities of the City Manager and conduct the day-to-day operations and business of the city during any interim period;"

- Paragraph 3: omit the scope of responsibilities, salary, and benefits as the process is outlined elsewhere;
- Paragraph 3: Change *interview* to *evaluate* and/or *shall* to *may* in the last sentence, “The City Council *shall interview* a minimum of three firms and may select one to begin the search if the City Council finds it financially feasible;” and
- Paragraph 4: Change the number of recommended candidates from *three* to *at least three* or *a minimum of five* in the sentence, “The recruiting firm will provide the City Council with the application materials of all candidates and recommend their top *three* choices.”

City Attorney Marcus Draper recommended retaining the scope of responsibilities, salary, and benefits in Paragraph 3 if the City Council desires to have those elements be a portion of the process as he feels it does not conflict with other sections of the standards.

Councilmembers Burnham, Clark, and Wright stated that they would prefer to interview the recruitment firms and retain the last sentence of Paragraph 3 as written.

Discussion considered the number of recruitment firm candidates that the City Council should interview and amendments to Paragraph 4 of Section 2.16.020.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

MOTION: *Councilmember Burnham moved to adjourn to a closed session for the purpose of discussing reasonably imminent litigation pursuant to Section 52-4-205(1) of the Utah Code, Annotated. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

The meeting was adjourned at 6:01 p.m.

7:00 P.M. POLICY SESSION

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Brett Wright.

CITY STAFF PRESENT: Steve Mumford, Deputy City Administrator/Community Development Director; Fionnuala Kofoed, Assistant City Administrator/City Recorder; Cliff Strachan, Director of Legislative Affairs; Evan Berrett, Economic Development Director; Marcus Draper, City Attorney; Tyler Maffitt, Communications Manager; Brandon Larsen, Planning Director; Todd Black, Wildlife Biologist/Environmental Planner; Robert Hobbs, Senior Planner; David Stroud, Senior Planner; Jody Bates, Chief Deputy Recorder; Embret Fossum, Unified Fire Authority Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Chris Trusty, City Engineer; Mack Straw, Public Utilities Manager; and Elizabeth Fewkes, Recording Secretary.

4. CALL TO ORDER

Mayor Westmoreland called the policy session to order at 7:17 p.m.

5. PLEDGE OF ALLEGIANCE

Mayor Westmoreland led the Pledge of Allegiance.

6. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:19 p.m.

Chaz Roberts said that he and his neighbors desire to purchase land from the City adjacent to their lots or to have the land better maintained. He hopes that the City can expand road infrastructure and manage growth to maintain the small-town feeling of Eagle Mountain.

Kaeley White spoke about issues with short-term rentals and obstacles with enforcement by the City. She also has a City-owned trail near her home with maintenance issues and supports a match grant program option.

Courtney Johnson voiced objections to short-term rentals. She and other members of the homeowner's association (HOA) board for their neighborhood have encountered difficulties with addressing illegal activities and safety concerns.

Mayor Westmoreland closed public comment at 7:35 p.m.

7. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Clark

Councilmember Clark expressed appreciation to residents for informing the City Council of issues and sharing their thoughts. She had the opportunity to attend the Fresh Look transportation meeting with other cities from northern Utah County and southern Salt Lake County. She thinks that the Utah Transit Authority (UTA) is beginning to hear and understand the challenges facing the region.

Councilmember Burnham

Councilmember Burnham thanked the residents for sharing their concerns. Her understanding is that State law allows HOA's to prohibit short-term rentals if desired by the members.

Councilmember Wood

Councilmember Wood said that on April 20th, the Pony Express rodeo queens will be holding their competition at 10:00 a.m. at the rodeo grounds for horsemanship, then a question-and-answer portion following at City Hall. He expressed gratitude to residents for bringing issues in the City to the attention of the Council. He stated that he feels the City needs to find a solution to trail maintenance considering the number of areas impacted and the desire to have a beautiful City.

Councilmember Wright

Councilmember Wright thanked the City for advancing the issues raised by the residents to search for solutions. He expressed gratitude for his ability to participate remotely.

Councilmember Gray

Councilmember Gray echoed the appreciation to the general public for attending the meeting. He had the opportunity to speak with several of the residents about their concerns prior to the meeting. He welcomes members of the public to call him to discuss their questions and issues.

Mayor Westmoreland

Mayor Westmoreland welcomed the in-person and remote meeting participants.

CONSENT AGENDA

8. AGREEMENTS

8.A. First Addendum to a Professional Service Agreement – Brown's Amusements Inc.

9. BOND RELEASES

9.A. Marketplace at Eagle Mountain Town Center 2 – Into Warranty

9.B. Eagle Heights Village III – Into Warranty

9.C. The Towns at Brylee Farms Phase B, Plat 2 – Out of Warranty

10. MINUTES

10.A. March 19, 2024 Minutes – Regular City Council Meeting

11. SITE PLANS

11.A. SITE PLAN – Oquirrh Mountain Ranch and Eagle Mountain, UT, Central Stake Church Site Plan located off 7000 N Pony Express Parkway (County Parcel #58:048:0077) and the continuation of E Oquirrh Mountain Parkway (County Parcel #58:048:0078)

MOTION: *Councilmember Gray moved to approve the consent agenda removing item 11.A. Councilmember Clark seconded the motion.*

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

The motion passed with a unanimous vote.

SCHEDULED ITEMS

12. ORDINANCES/PUBLIC HEARINGS

12.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code 17.10.030 Definitions, 17.40.040 Conditional Uses, and 17.53.040 Land Uses

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

Nate Walter with LEI Engineering addressed the City Council on behalf of Bonneville Livestock, the food-oil recycling facility desiring to relocate to Eagle Mountain City. He explained the process used to clean food oil from restaurants to be sold for reuse for cooking. The oil can be sold for use as biofuel but Bonneville Livestock does not perform biofuel processing at their facilities. The cleaning process would occur within an enclosed building equipped with air scrubbers. The owner desires to relocate due to encroachment by residential uses.

Mayor Westmoreland opened the public hearing at 7:48 p.m. As there were no comments, he closed the hearing.

Councilmember Wood said that he drove by the current facility and there was a nauseating smell. He contacted Lehi City and residents have complained about the odor. He has no appetite to entertain an amendment to allow the use as the City intentionally removed food-related businesses that cause odors.

Councilmember Clark noted that previous Councilmembers strove to prevent unpleasant industry; permitting such uses would be regressive.

Councilmember Burnham explained that the City Council verified that the Tyson Foods facility would not cause odor issues before approving their application. While she does not want to be unfriendly to businesses, she also desires to protect residents' interests, home values, and quality of life.

Mr. Stroud requested feedback from the City Council regarding the addition of the proposed definitions.

Discussion ensued regarding the desired definitions and uses to add or exclude as conditional, special, or prohibited in Municipal Code with considerations of odor production and water usage.

MOTION: *Councilmember Wood moved to deny an ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code 17.10.030 Definitions, 17.40.040 Conditional Uses, and 17.53.040 Land Uses and to direct staff to bring back the recycle portion of the amendment as a special use. Councilmember Gray seconded the motion.*

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

The motion passed with a unanimous vote.

- 12.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.60.120 General Fencing Provisions

Senior Planner Robert Hobbs reviewed the item as presented during work session.

Councilmember Gray stated that he desires to ensure the proposed standards achieve the outcome of preventing a recurrence of improper screening issues between residential and commercial properties experienced in the Oak Hollow development.

Mayor Westmoreland opened the public hearing at 8:05 p.m. As there were no comments, he closed the hearing.

Discussion evaluated the updated language presented during the work session to ensure it achieves the intention to screen a parking lot from residential property.

MOTION: *Councilmember Wood moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 17.60.120 General Fencing Provisions changing the last sentence to state, "Fence or wall height is measured or assessed from either: a) the height of finished grade of the property whereupon a fence lies or to which it pertains, to the top of the fence or wall; or, b) from the height of the grade of a commercial or industrial building/parking pad where such is at a higher grade elevation than any abutting residentially zoned or developed property – whichever results in a higher screen."*
Councilmember Gray seconded the motion.

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

The motion passed with a unanimous vote.

- 12.C. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.49 Wildlife Corridor Overlay Zone

Wildlife Biologist/Environmental Planner Todd Black reviewed the item as presented during work session. Over time, the location of the critical mule deer migration corridor route will change from the areas currently indicated as the City works with developers and employs methods to encourage wildlife to cross at a single location on Pony Express Parkway. In response to the work session discussion, the following language is proposed to be added to 17.49.030(C), "In cases where this buffer may not top the wash on either side, a measurement 50' from the top of the wash will delineate this natural wash buffer and act as a development setback."

Mayor Westmoreland opened the public hearing at 8:35 p.m.

Bettina Cameron, speaking on behalf of the Eagle Mountain Nature and Wildlife Alliance, expounded on the requests by their citizen group sent to the City Council in an email for changes to the amendment.

Mayor Westmoreland closed the public hearing at 8:43 p.m.

Councilmember Gray stated that he is concerned about the impacts of flooding more than erosion when determining wash setback standards.

Mr. Black reiterated the need for scientific justification for the standards to address any future challenges to the requirements by developers. As washes become broader, it becomes more difficult to identify and measure the top of the wash.

Councilmember Gray verified with Mr. Black that 17.49.060(F)(3)(b), “The planning director shall approve any other fencing practices employed that the landowner can demonstrate would allow wildlife to freely move through the corridor,” should have appeared in the packet materials and was inadvertently excluded. Although he still has trepidation with the fencing standards, as it will impact few properties, he is willing to support moving forward with the amendment in hopes that the Planning Director will use his best judgment and be able to resolve issues.

City Attorney Marcus Draper clarified that the decision by the Planning Director would be based on criteria rather than subjective and that the decision is subject to appeal.

Discussion ensued regarding the alternative fencing approval and appeal process.

Councilmember Gray confirmed that the reference in 17.49.080(G) to EMMC Chapter 6.05 Animal Zoning Regulations applies to residentially zoned properties and not properties with agricultural zoning.

Discussion ensued regarding the recommended verbiage and concerns with appropriate wash setbacks and erosion, City and property owner liability for building too close to a wash, and whether to have the setback be measured from 75 feet from the center of the wash, 50 feet from the top of the wash, or whichever is greater.

MOTION: *Councilmember Gray moved to approve an ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.49 Wildlife Corridor Overlay Zone with the following changes:*

1. *Add a requirement to Eagle Mountain Municipal Code 17.49.030(C) that in cases where the 75-foot setback from the center of the wash buffer does not create a minimum of a 50-foot setback from the top of the wash, then the minimum of a 50-foot setback would be required; and*
2. *Include the additional language to 17.49.060(F)(3)(b), “The planning director shall approve any other fencing practices employed that the landowner can demonstrate would allow wildlife to freely move through the corridor,” as intended.*

Councilmember Wood seconded the motion.

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

The motion passed with a unanimous vote.

13. ORDINANCES

- 13.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, to Repeal and Replace Eagle Mountain Municipal Code Chapter 2.16 City Administrator

Councilmember Wood reviewed the changes requested by the City Council during work session provided in an email sent by the City Attorney.

Discussion determined to add the option for the City Council to table the establishment of the recruitment process to account for circumstances in which the City is unable to move forward with the process at the next regularly scheduled meeting following any vacancy.

MOTION: *Councilmember Wood moved to adopt an ordinance of Eagle Mountain City, Utah, to Repeal and Replace Eagle Mountain Municipal Code Chapter 2.16 City Administrator with the changes provided by the City Attorney to 2.16 City Manager as follows:*

- 1. 2.16.020 Paragraph 2, "For any vacancy of the position of City Manager, the City Council, with the Mayor as a voting member, may appoint an acting City Manager to immediately assume the duties and responsibilities of the City Manager and conduct the day-to-day operations and business of the city during any interim period. This individual may or may not be someone that is in consideration for the position of City Manager;"*
- 2. 2.16.020 Paragraph 3, "Unless the urgency of the situation requires an earlier special meeting, the City Council shall establish the recruitment process, scope of responsibilities, salary and benefits offered for the City Manager position during the next regularly scheduled meeting following any vacancy. Notwithstanding the foregoing, the City Council may table the matter in its discretion. Unless the City Council otherwise directs, the City Attorney and the Human Resource Manager shall secure a minimum of three executive recruitment firms that specialize in municipal government for candidate searches. If the City Council decides to hire a recruitment firm, the City Council shall interview a minimum of three firms;" and*
- 3. 2.16.020 Paragraph 4, "The candidates shall be evaluated by the City Council as provided by the recruiting firm. Existing staff that desire to be considered for the position will submit their application to the recruiting firm. If the recruiting firm finds that the individual meets the criteria for the position, they will be added to the candidates for consideration by the City Council. The recruiting firm will provide the City Council with the application materials of all candidates and recommend their top five choices. The City Council shall not be bound by the recommendation and shall choose which candidates to interview. All interviews by the City Council shall be conducted in a closed session."*

Councilmember Burnham seconded the motion.

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

The motion passed with a unanimous vote.

14. LEGISLATIVE ITEMS

14.A. UPDATE – Legislative Priorities List

Director of Legislative Affairs Cliff Strachan updated the City Council on the status of items on the Legislative Priorities List.

Discussion clarified that the water study is being conducted to determine the amount of water to reserve for commercial, school, and church usage.

Councilmember Gray advocated for the allocation of funds for land acquisition and the design of a new City Hall. Councilmembers Wood and Burnham voiced support for his request.

Councilmember Clark requested to add a match grant program as an item on the Legislative Priorities List.

Discussion ensued regarding the previous match grant program, the status of the Facilities Master Plan, and the next steps to plan the location and design of a new City Hall.

MOTION: *Councilmember Gray moved to adopt the legislative priorities list as presented during the meeting with the addition of the match grant program as a proposed item for future consideration. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote.

15. CITY COUNCIL/MAYOR'S BUSINESS

16. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Clark

Councilmember Clark said a ribbon cutting and BBQ for the horseshoe pit at the Senior Citizen Center is planned for May 2nd at 11:00 a.m. and the Mayor, City Council, and employees who installed the horseshoe pit are invited to attend. The Senior Citizen Advisory Council is excited about the growth of their group and increased attendance at their events and requested to know when they need to submit their final numbers for rodeo tickets. The Digital Literacy Center Open House will be on April 25th at 2:00 p.m. The City Council is invited to attend.

Councilmember Burnham

None.

Councilmember Wood

None.

Councilmember Wright

Councilmember Wright announced the Utah League of Cities and Towns (ULCT) Spring Conference is scheduled for April 17th to 19th in St. George, Utah. The new Planning Commission members Commissioner Whiting and Alternate Commissioner Bryan Free were in attendance at the last meeting. The Planning Commission is grateful to be at full strength.

Councilmember Gray

Councilmember Gray said the Youth Council held a service project. He thanked Councilmembers Wood and Wright for their work on the changes to EMMC Chapter 2.16.

Mayor Westmoreland

Mayor Westmoreland reported that Mountainland Association of Governments (MAG) will vote on a representative for UTA at their next meeting. Lehi and other cities are working to resolve concerns and seeking funding to assist with the North Lake Project to extend and expand a portion of Pony Express Parkway to a five-lane road.

17. COMMUNICATION ITEMS

17.A. UPDATE – Department Reports

17.B. UPDATE – Upcoming Agenda Items

18. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn at 9:48 p.m. Councilmember Burnham seconded the motion.*

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

The motion passed with a unanimous vote.

The meeting was adjourned at 9:48 p.m.

Approved by the City Council on April 16, 2024.

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Adopting Fireworks Restrictions within Eagle Mountain City		
ITEM TYPE:	Resolution		
FISCAL IMPACT:	None		
APPLICANT:	Embret Fossum, Unified Fire Authority		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Cliff Strachan, Admin

PRESENTED BY:

Embret Fossum, Unified Fire Authority / Cliff Strachan, Director of Legislative Affairs

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution approving fireworks restrictions, to include a map showing the affected areas.

BACKGROUND:

Utah Code Annotated 53-7-225 sets the times for sale and discharge of fireworks in the State of Utah. EMMC 8.20, Fireworks, is in accord with State law. These laws authorize local governments "by resolution, to designate certain areas within the city where fireworks are prohibited or impose other restrictions on the discharge of fireworks".

In recent years, due to drought conditions, the City's proximity to mountainous, brush-covered, forest-covered, or dry grass-covered areas, waterways, trails, canyons, washes, ravines, or similar areas, and wildland urban interface areas, and finding that dry brush-covered or dry grass-covered areas could be easily ignited by fireworks or other ignition sources, the City Council has, by resolution, restricted or prohibited the use and discharge of fireworks in most or all of the city. This prohibition would cover the entire area within the City as shown by the shaded area on the proposed Fireworks Restricted Area Map.

Fireworks will still be allowed within the dates and times specified by City and State codes in those areas within the cCty that are not included in the shaded area identified on the map. This year's map actually increases the number and size of fireworks-allowed areas. Please note: close inspection of the map shows the allowable areas as those parts of residential neighborhoods that are at least 200 feet from at-risk areas and features, whether private or public, and excludes parks, businesses, churches, neighborhood areas under

construction, and neighborhoods with significant unimproved land, etc.

Updated maps must be sent to Utah County and Unified Fire Authority by May 1 to be included in county-level maps showing fireworks-restricted areas. The city will also publicize the map within the community, including having it available on the City website: eaglemountaincity.com.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Most of Eagle Mountain City includes or is in proximity to geographical features and ground vegetation reasonably at risk for wildfire due to the presence of dry brush-covered or dry grass-covered areas that could be easily ignited by fireworks or other ignition sources, especially due to dry and hot conditions prevalent in this climate and place. Such a fire or multiple fires within Eagle Mountain City could significantly impact the health, safety and welfare of residents in Eagle Mountain City.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[RES--2024 Firework Restrictions](#)
[Exhibit - Fireworks Restricted Areas 2024](#)
[UFA Fireworks restriction letter 2024](#)

RESOLUTION NO. R- -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
ADOPTING FIREWORKS RESTRICTIONS**

PREAMBLE

WHEREAS Eagle Mountain City Code (EMMC) 8.20.010, in accordance with Utah Code Annotated (UCA) §53-7-225, prohibits the discharge of Class C common state-approved explosives (fireworks) at all times, except within specified hours, beginning on July 2 and ending on July 5; and beginning on July 22 and ending on July 25; and on December 31; and on Chinese New Year's Eve; and

WHEREAS UCA §15A-5-202.5 allows a municipal governing body to prohibit the ignition and use of fireworks in the following areas: (1) mountainous, brush-covered, forest-covered, or dry grass-covered areas; (2) within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; (3) wildland urban interface area, which means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose; or (4) a limited area outside the hazardous areas; and

WHEREAS Eagle Mountain City experiences regular periods of hot and/or dry weather, including drought conditions, and much of the city includes or is near: (1) mountainous, brush-covered, forest-covered, or dry grass-covered areas, (2) waterways, trails, canyons, washes, ravines, or similar areas; and (3) wildland urban interface areas; and

WHEREAS the City Council finds: (1) dry brush-covered or dry grass-covered areas could be easily ignited by fireworks or other ignition source; and (2) a fire or multiple fires within Eagle Mountain City could significantly impact the health, safety, and welfare of residents in Eagle Mountain City; and

WHEREAS EMMC 8.20.020, in accordance with UCA §53-7-225, provides that the city may, by resolution, designate certain areas where fireworks are prohibited or impose other restrictions on the discharge of fireworks.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain, Utah, as follows:

1. The use or discharge of fireworks are prohibited at all times and seasons in the following areas: (1) mountainous, brush-covered, forest-covered, or dry grass-covered areas; (2) within 200 feet of waterways, trails, canyons, washes, ravines, or similar areas; (3) wildland urban interface areas, and (4) a limited area outside the hazardous areas; as shown

on the Eagle Mountain Fireworks Restricted Areas map, effective May 1, 2024, hereto attached as Exhibit A.

2. These fireworks restrictions and the associated map continue until replaced or revoked by resolution of the City Council.

3. City staff shall send the map, in whatever format required, to the Unified Fire Authority and Utah County before May 1, 2024.

4. City staff shall make reasonable effort to publicize Fireworks Time and Date Restrictions (EMMC 8.20.010), the Fireworks Restricted Areas Map (per EMMC 8.20.020), Penalty for Violation (EMMC 8.20.030), and Civil Liability (EMMC 8.20.040), on the city's website and other communications channels.

PASSED and APPROVED the 16th day of April 2024.

EAGLE MOUNTAIN CITY

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 16th day of April 2024.

Those voting aye:	Those voting nay:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

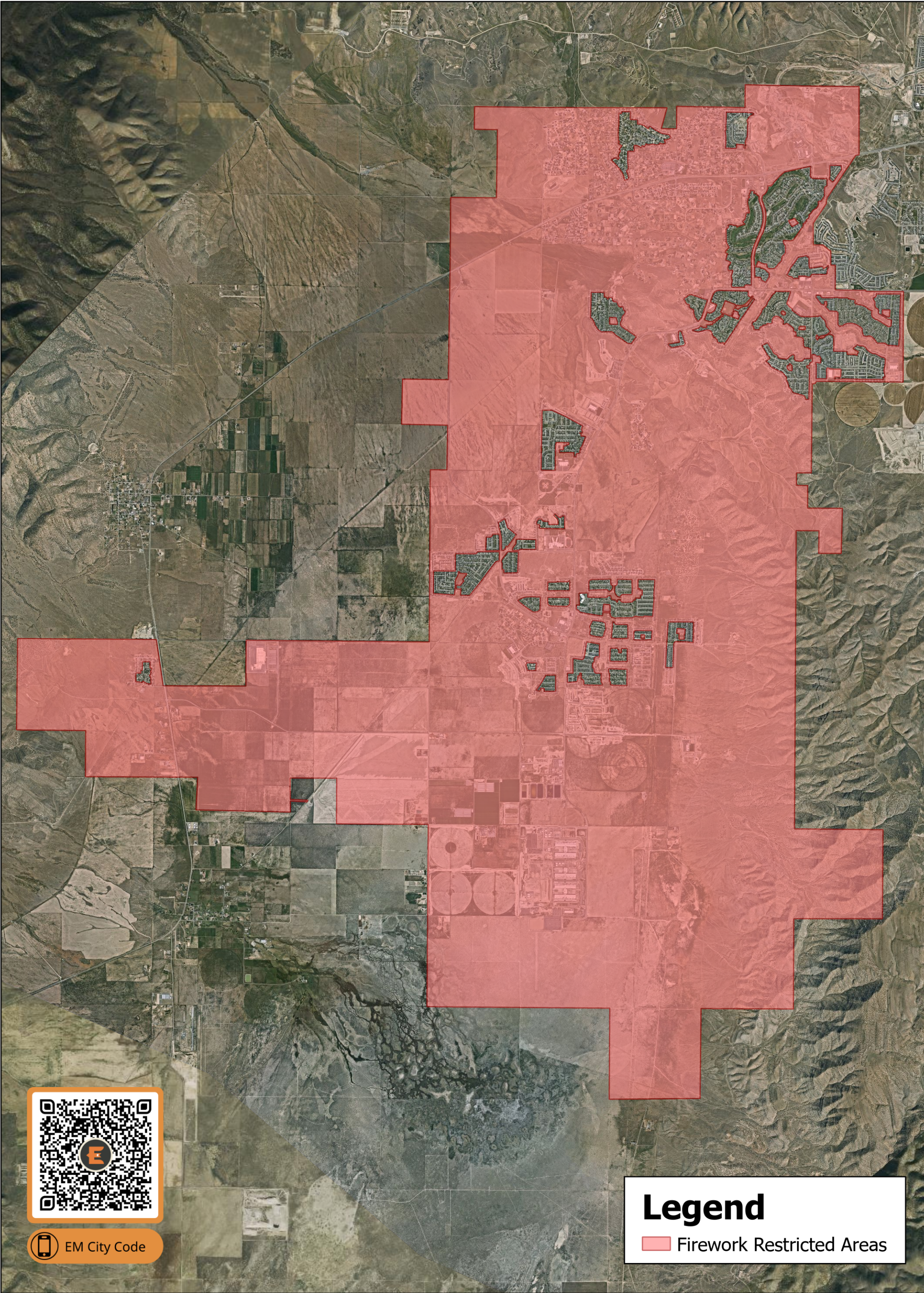
Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A



Eagle Mountain Fireworks Restricted Areas

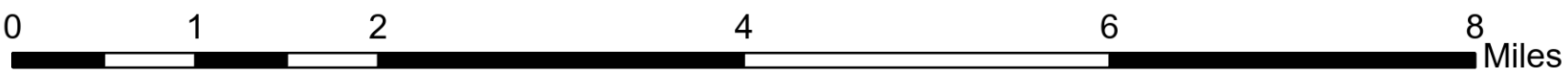
Effective: May 1, 2024



 EM City Code

Legend

 Firework Restricted Areas





UNIFIED FIRE AUTHORITY

March 11, 2024

All City, Town, Township and Salt Lake County Governments:

In anticipation of fireworks season, this information will assist your legislative bodies in efforts to assure compliance with Utah fireworks laws and setting of restricted areas.

Please review your fireworks restricted areas for accuracy and proper alignment. If changes to the 2023 fireworks restrictions map are necessary, Title 15A-5-202.5 lists the steps and requirements to implement those changes. If changes are made, please ensure that City Ordinances are updated for the 2024 fireworks season.

Key points:

- Each municipal legislative body must, before May 1 of each year the defined area is closed, provide a map to the county in which the defined area is located
- The county must have a map in place and available to the public and fireworks vendors before June 1
- If UFA Fire Prevention Division does not receive notice of any changes prior to that date, the map published will be the same map for the city as the year before

Links to the Utah fireworks law:

https://le.utah.gov/xcode/Title15A/Chapter5/15A-5-S202.5.html?v=C15A-5-S202.5_2018050820180508
https://le.utah.gov/xcode/Title53/Chapter7/53-7-S225.html?v=C53-7-S225_2018050820180508
<https://rules.utah.gov/publicat/code/r710/r710-015.htm#T4>

Current fireworks law summary:

- Discharge dates for fireworks: 2 days before, day of, and 1 day after July 4 and 24
- Provide a restriction area map to UFA by May 1
- Provide a county wide map on county website before June 1 (UFA Responsibility)
- Provides strict liability for negligence, reckless or intentional conduct for damage caused by fire:
 - In prohibited or non-prohibited area
 - Within times of allowed discharge
- Clarifies areas where cities can restrict fireworks discharge
- Persons guilty of an infraction if: (up to \$1,000 fine)
 - Discharge of fireworks outside of legal dates
 - Discharge of fireworks in an area where fireworks are prohibited

If fire conditions worsen as the fireworks season approaches, causing concern for areas not currently defined or create a “hazardous environmental condition”, please contact your Liaison, our office, or your Area Fire Marshal. Please also feel free to contact me should you have any questions or concerns.

Thank you,

Brad Larson

Fire Marshal / Unified Fire Authority

blarson@unifiedfire.org



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

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

ITEM TYPE: Agreement

FISCAL IMPACT: \$46,306 from GL #47-81-44100-7026 - Capital Projects, Airport Road

APPLICANT:

**GENERAL PLAN
DESIGNATION**

CURRENT ZONE

ACREAGE

COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council approve the Resolution Amending the Purchase Agreement with Perry Land Investments LLC. for the purpose of an Old Airport Road Right of Way.

BACKGROUND:

This purchase agreement will convey a 47 foot right of way to Eagle Mountain City for the construction of Old Airport Road through property owned by Perry Land Investments LLC. Total purchase is 2.01 acres at the appraised property value.

After the City Council approved this purchase agreement, Perry Homes asked to modify the agreement by adding that the warranties expire after 6 months. Considering that road construction should be well underway before the 6 months expiration and considering the statute of limitations for a breach of contract claim would still be 6 years, the City staff feels this update poses little risk to the City.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

RES--Perry Airport Road ROW

ROW Purchase Agreement - Perry

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
AMENDING THE PURCHASE AGREEMENT WITH PERRY LAND INVESTMENTS LLC.
FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD

PREAMBLE

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

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

1. The Purchase Agreement with Perry Land Investments LLC is amended as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of April 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 16th day of April 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT ("Agreement") is made and entered as of the _____ day of _____, 2024 (the "Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah; and Perry Land Investment LLC., a Utah limited liability company ("Seller"). The City and Seller are collectively referred to as the "Parties" and, individually as a "Party".

RECITALS

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

B. City desires to purchase from Seller approximately acres of the Land as more particularly described in **Exhibit B** attached hereto and incorporated herein ("Property").

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

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

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

AGREEMENT

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

2. Purchase Price.

a. **Price Per Acre.** The total purchase price for the Property shall be forty six thousand three hundred and six dollars (\$46,306) ("Purchase Price") The Purchase Price is based on the gross acreage of 2.01 acres and a price of twenty three thousand thirty eight dollars (\$23,038)

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

- b. **Method of Payment.** The Parties anticipate the construction of a sewer trunk line (“Sewer Improvements”) through the Property as shown in **Exhibit D**. City shall insure that the Sewer Improvements are completed within three (3) years of the Closing Date (as defined below). If the Sewer Improvements are completed within three (3) years of the Closing Date, Seller shall give to the City a credit of one-half (1/2) of the Purchase Price. The Parties have also discussed a water line extension (“Water Improvements”) running through the Property as shown in **Exhibit D**. City may, at its option, choose to install the Water Improvements. If the City installs the Water Improvements within three (3) years of the Closing Date, Seller shall give to the City a credit of one-half (1/2) of the Purchase Price. If after three (3) years any portion of the Purchase Price is unpaid, City shall pay the remaining portion of the Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the second anniversary of the Closing Date.

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

- a. **Title Commitment.** Seller shall provide a commitment (“Title Commitment”) for an ALTA fee policy of title insurance (“Title Policy”) issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) business days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment (“Title Objection Notice”). If City does not timely deliver a Title Objection Notice to Seller, City shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.1.2 and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above shall be deemed to be “Permitted Exceptions” and shall not be considered objections to any matter contained in the Commitment. Seller may arrange to pay off any Title Objection Notices that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City provides a written notice of objections in accordance with Section 3(a)(i), then Seller shall have the option to: (1) cure such objections at Seller's sole cost; or (2) terminate this Agreement.
 - iii. **Remedy.** City’s sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure City’s objections in accordance with Section 3(a)(2) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.

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

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the "Closing Date"), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. "Closing" shall mean the consummation of the Transfer at the time the quitclaim deed is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah ("Official Records").
- b. **Place of Closing.** The Closing shall be consummated by (the "Escrow Agent"). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Parcels shall be prorated as of a Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to its Parcels attributable to the period up to and including a Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (4) all property taxes related to the period prior to Closing, as calculated in accordance with Section 4.4. City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(d) are, collectively, the "Closing Costs."

- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
 - e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.
 - f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing proration shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to Closing for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "City's Conditions") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing. All of Seller's covenants, representations and warranties herein shall be true and

correct in all material respects, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.

6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all of the documents and funds described Section 8.
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.
 - c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

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

7. **Covenants of Seller.** In addition to the covenants and agreements of Seller set forth elsewhere in this Agreement, Seller covenants and agrees that between the Effective Date of this Agreement and the Closing Date:
- a. **Title.** Seller shall not, without City's prior written consent, (1) directly or indirectly lease, sell, assign or create any right, title or interest whatsoever in or to the Property, (2) take any action, create, commit, permit to exist or suffer any acts that would give rise to a variance from the current legal description of the Property, except as expressly provided herein, or cause the creation of any lien, charge or encumbrance other than the Permitted Exceptions, or (3) enter into any agreement to do any of the foregoing.
 - b. **Notice of Change of Circumstances.** Seller shall promptly notify City of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date of this Agreement that (1) materially or adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (2) makes any representation or warranty of Seller under this Agreement untrue or misleading or (3) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed.
 - c. **No Defaults; Maintenance of Property.** Seller shall not default with respect to the performance of any obligation relating to the Property. Seller shall operate, manage and

maintain the Property in a manner consistent with past practices and the ordinary course of Seller's business and in accordance with all applicable Laws (as defined below).

- d. **Development Activities.** Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property, including applying for, pursuing, accepting or obtaining any permits, approvals or other development entitlements from any governmental or other regulatory entities or finalizing or entering into any agreements relating thereto without City's prior written consent. Seller shall cooperate with City in City's efforts to obtain any approvals from any governmental or other regulatory entity or agreements relating thereto as City deems necessary or appropriate to permit City to construct the Road Extension on the Property. Seller shall also cooperate with City and any municipality or utility in obtaining the appropriate extension of utility services on the Property or Easement.

8. **Closing: Possession and Title.**

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quitclaim deed in the form of **Exhibit E** attached hereto (the "Deed"). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller's Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, 'Seller's Closing Documents'):
 - i. A quitclaim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit E**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company to convey clear title to the Property or to otherwise close the Transfer.
- c. **City's Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, "City's Closing Documents"):

- i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
 - ii. A Closing Statement, duly executed and delivered by City;
 - iii. Such proof of City's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
 - iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.
9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.
10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:
- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
 - b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
 - c. **Property Documents.** To the actual knowledge of Seller, the Property Documents constitute all of the material documents relating to the Property, and each such Property

Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.

- d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially misleading.
- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "Laws") of all applicable federal, state and local authorities (each, an "Authority") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any

valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.

- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
- i. To the actual knowledge of Seller, there are no active or abandoned wells on the Property;
 - ii. To the actual knowledge of Seller, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
 - iii. To the actual knowledge of Seller, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
 - iv. To the actual knowledge of Seller, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
 - v. To the actual knowledge of Seller, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "Waste");
 - vi. To the actual knowledge of Seller, no waste is currently used, stored or disposed of on the Property;
 - vii. To the actual knowledge of Seller, there are no private burial grounds located on the Property; and
 - viii. To the actual knowledge of Seller, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the

Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

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

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

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

- k. **OFAC.** To the actual knowledge of Seller, Seller and all beneficial owners and agents of Seller, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury and any statute, executive order or regulation relating thereto (collectively, the “OFAC Rules”), (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from

conducting business under the OFAC Rules.

- l. **Anti-Corruption.** To the actual knowledge of Seller, neither Seller nor any beneficial owner or agent of Seller has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and Seller has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - m. **Survival; Indemnification.** All of the representations, warranties and agreements of Seller set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement. **This provision shall expire six (6) months following the closing of purchase by the City.**
11. **City's Representations and Warranties.** City represents and warrants to and agrees with Seller that, as of the date hereof, and as of the Closing Date:
- a. **No Conflicts.** The execution and delivery of this Agreement, the consummation of the Transfer, and compliance with the terms of this Agreement will not conflict with, or, with or without notice or the passage of time or both, result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or other document or instrument to which City is a party or by which City is bound, or any applicable Law of any Authority, or any judgment, order or decree of any court having jurisdiction over City or all or any portion of the Property.
 - b. **Due Organization; Consent.** City is a municipal corporation of the State of Utah and in good standing under the laws of the state of Utah. All requisite corporate action has been taken by City in connection with entering into this Agreement, and will be taken prior to the Closing in connection with the execution and delivery of the instruments referenced herein and the consummation of the Transfer. No consent of any officer, agent, elected official, creditor, judicial or administrative body, Authority, or other party is required in connection herewith which has not been obtained or will not be obtained prior to the Closing Date.
 - c. **Litigation.** There are no judgments or other matters outstanding against or affecting City that would have an adverse effect on City's ability to perform its obligations under this Agreement, nor is there any action, charge, claim, demand, suit, proceeding, petition,

governmental investigation, or arbitration now pending or, to the knowledge of City, threatened against City which could have an adverse effect on City's ability to perform its obligations under this Agreement.

- d. **City's Authority; Validity of Agreements.** City has or will have prior to the Closing full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms hereof and thereof. This Agreement is and all other documents and instruments to be executed and delivered by City in connection with this Agreement shall be duly authorized, executed and delivered by City and shall be valid, binding and enforceable obligations of City.
 - e. **OFAC.** City and all officers, agents, and elected and appointed officials of City, are currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.
 - f. **Anti-Corruption.** Neither City nor any officer, agent, or elected or appointed official of City has taken or shall take in connection with this Agreement or the Transfer any action, directly or indirectly, that would result in a violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any of the rules or regulations thereunder or any other anti-bribery/corruption legislation promulgated by any governmental body, and City has, and shall keep during the term of this Agreement, in place reasonable procedures to ensure the foregoing.
 - g. **Survival; Indemnification.** All of the representations, warranties and agreements of City set forth in this Agreement shall be true upon the Effective Date, shall be deemed to be repeated on and as of the Closing Date without the necessity of a separate certificate with respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. City hereby indemnifies and agrees to reimburse, defend and hold harmless Seller and Seller's officers, employees and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by Seller, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.
12. **Default; Remedies.** If either Party shall default in any of its obligations under this Agreement, and such default shall continue for ten (10) Business Days after the other Party has given written notice specifying the nature of such default, and such default is not waived or cured,

then:

- a. **Default by City.** In the event this transaction fails to close due to City's fault or inability to close, Seller shall be entitled to specific performance. Without limiting the generality of the foregoing, Seller hereby waives any rights to seek or obtain monetary damages, punitive damages, consequential damages or special damages.
 - b. **Default by Seller.** In the event this transaction fails to close due to Seller's fault then City shall be entitled to specific performance. Without limiting the generality of the foregoing, City hereby waives any rights to see or obtain monetary damages, punitive damages, consequential damages, or special damages.
13. **"As Is" Land Exchange.** Except as is expressly set forth in this Agreement to the contrary, city is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects, and, except as is expressly set forth in this Agreement to the contrary, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensate City for same. Seller has specifically bargained for the assumption by City of all responsibility to investigate the Property, laws and regulations, rights, facts, leases, service contracts and violations and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. City has undertaken all such investigations of the Property, laws and regulations, rights, facts, leases, service contracts and violations as City deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, except as is expressly set forth in this Agreement to the contrary, City is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers and City is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, City assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the Property.
14. **Termination of Easement.** The Parties entered into an agreement on December 5, 2023 in which the Seller granted the City an easement to construct, install, and maintain the Sewer Improvements located on the Property ("Easement Agreement"). Pursuant to the Easement Agreement, the easement would terminate upon the City's purchase of the Property in fee simple in accordance with this Agreement. The Parties acknowledge that Easement Agreement and its associated easement terminate upon the effective date of this Agreement.
15. **General Provisions.**
 - a. **Further Assurances.** Each Party will, except as otherwise proved herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Seller and City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

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

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.
- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the

other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

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

If to Seller:

Perry Land Investment LLC.

Attn: _____

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

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes

the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.

- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
- p. **Business Days.** As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, legal holiday in the State of Utah, or Federal holiday. All other references to "days" hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Utah, then the date for performance thereof shall be extended to the next Business Day. All time periods, including the commencement and expiration of any time periods, shall be set by the time zone in effect in Utah in determining each event.
- q. **Third-Party Beneficiaries.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Seller. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.
- r. **Confidentiality.** The Parties will not publish or disclose the terms and conditions set forth in this Agreement to anyone at any time. After the Closing, either Party may disclose that the transaction contemplated by this Agreement has occurred but shall not disclose the contents of this Agreement except as is necessary to a lender or appraiser to obtain financing or to the extent necessary to comply with law.
- s. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- t. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

- u. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
 - v. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between Seller and Buyer, and all prior communications or agreements between the Parties or their respective representatives, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.
16. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 20_____.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

PERRY LAND INVESTMENT
A Utah limited liability company

_____, Manager

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Land
Exhibit "B"	Map of Road Extension
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT “A”
LEGAL DESCRIPTION OF LAND

EXHIBIT A

A PART OF A PARCEL OF LAND AS SHOWN IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NUMBER 43968:2015, OFFICIAL RECORDS, BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE N 0°47'19" E ALONG THE WEST LINE OF SAID SECTION 1861.60 FEET; THENCE S 89°08'44" E 47.00 FEET; THENCE S 0°47'19" W 1861.35 FEET, TO THE SOUTH LINE OF SAID SECTION; THENCE N 89°26'57" W ALONG SAID LINE 47.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 87,489 SQ FT OR 2.01 ACRES



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

PROJECT NO. FF19222.20
AIRPORT ROAD
R.O.W. PARCEL 3
(PARCEL NO. 58-048-0091)

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

405 Main Street, Ste. 1000
Salt Lake City, UT 84111
P] (801) 768-7200



EXHIBIT “B”
MAP OF ROAD EXTENTION

Airport Road Right of Way Acquisition - Perry Land Investments

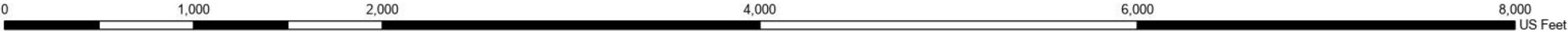
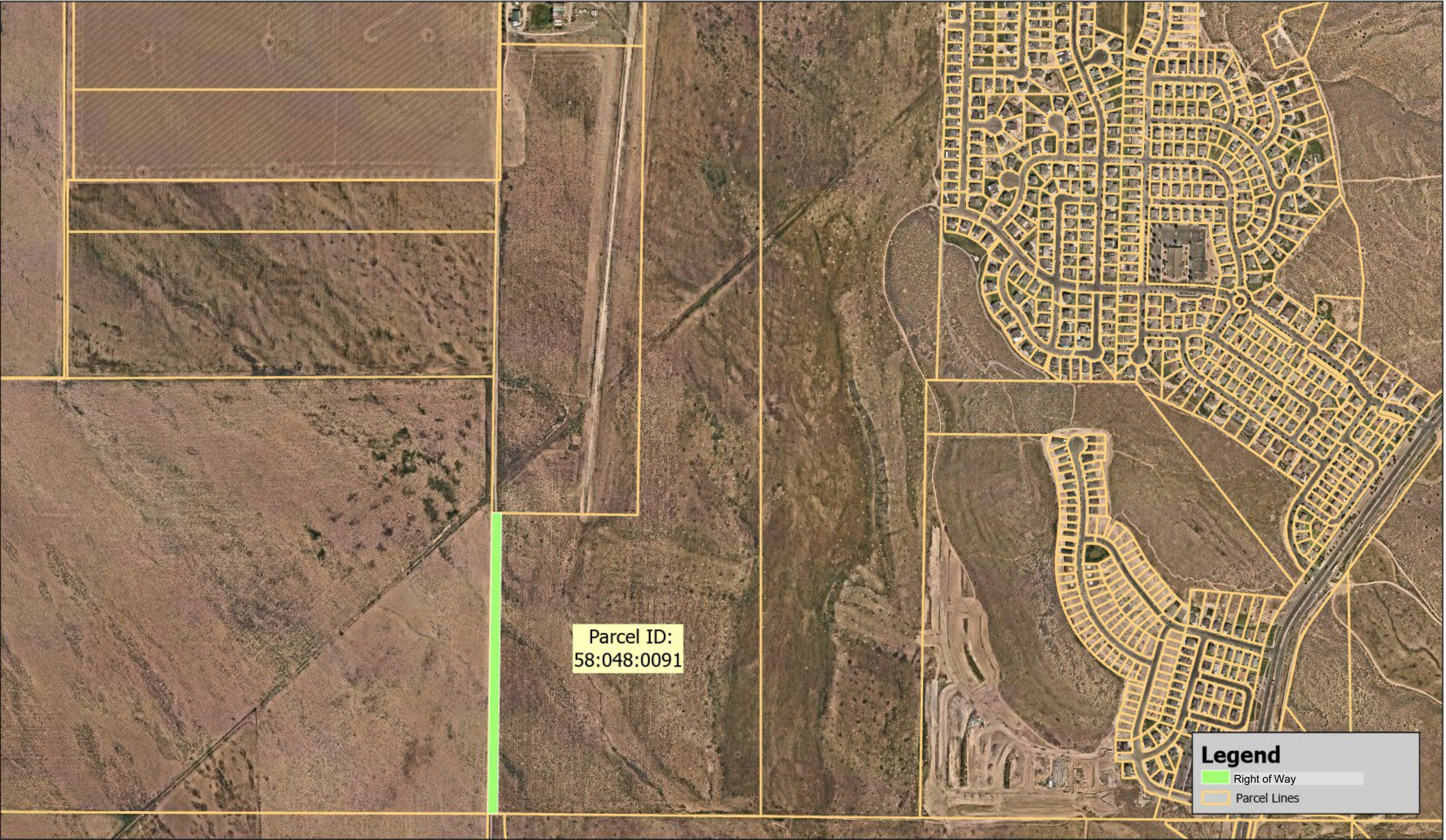


EXHIBIT “C”
FORM OF QUIT-CLAIM DEED

After Recording Mail To:
Fionnuala B. Kofoed
1650 E Stagecoach Run
Eagle Mountain, UT 84005

QUIT-CLAIM DEED

_____, (“Grantor”) hereby quit-claims to EAGLE MOUNTAIN CITY, a Utah municipal corporation (“Grantee”) for the sum of _____ and other good and valuable consideration, the following real property located in Utah County, State of Utah:

LEGAL DESC. or EXHIBIT

Reserving to the Grantor all of the public utility easements described in the official plat thereof.

WITNESS the hand of said Grantor, this _____ day of _____, 2024.

EAGLE MOUNTAIN CITY

By: _____
Tom Westmoreland, Mayor

STATE OF UTAH)
)
) ss.
COUNTY OF UTAH)

On the _____ day of _____ 2024, personally appeared before me Tom Westmoreland, who duly acknowledged to me that he is the Mayor of Eagle Mountain City and the foregoing instrument was executed on behalf of Eagle Mountain City.

Notary Public



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah, Approving the Purchase Agreement with Steven George Smith for the acquisition of a Right-of-Way along Old Airport Road		
ITEM TYPE:	Agreement		
FISCAL IMPACT:	\$68,200 from GL #47-81-44100-7026 - Capital Projects, Airport Road		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Engineering

PRESENTED BY:

Chris Trusty, City Engineer

RECOMMENDATION:

Staff recommends the City Council adopt the Resolution Approving the Purchase Agreement with Steven George Smith for an Old Airport Road Right of Way.

BACKGROUND:

This purchase agreement will convey a 20-foot wide right of way to Eagle Mountain City for the construction of Old Airport Road through property owned by Steven Smith. Total purchase is 1.24 acres at the appraised property value of \$55,000 per acre.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

N/A

ATTACHMENTS:

[RES--Steven Smith Airport Road ROW](#)

[ROW Purchase Agreement - Steven Smith](#)

RESOLUTION NO. R- -2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE PURCHASE AGREEMENT WITH STEVEN GEORGE SMITH
FOR THE ACQUISITION OF A RIGHT-OF-WAY ALONG OLD AIRPORT ROAD**

PREAMBLE

The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve the Purchase Agreement with Steven George Smith for the acquisition of a Right-of-Way along Old Airport Road, as set forth in Exhibit A.

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

1. The Purchase Agreement with Steven George Smith is amended as outlined in Exhibit A.
2. This Resolution shall become effective immediately upon its passage.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of April 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 16th day of April 2024.

Those voting yes:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

RIGHT-OF-WAY PURCHASE AGREEMENT

This RIGHT-OF-WAY PURCHASE AGREEMENT ("Agreement") is made and entered as of the _____ day of _____ April, (the "Effective Date"), by and between Eagle Mountain City ("City"), a political subdivision of the State of Utah; and Steven George Smith, a Utah limited liability company ("Seller"). The City and Seller are collectively referred to as the "Parties" and, individually as a "Party".

RECITALS

A. Seller owns an undivided fee simple interest in certain real property consisting of approximately 130 acres of undeveloped land located in the City, Utah County Parcel Numbers: 58-048-0091 ("Land").

B. City desires to purchase from Seller approximately 1.24 acres of the Land as more particularly described in **Exhibit A** attached hereto and incorporated herein ("Property").

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

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

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

AGREEMENT

1. **Sale.** Seller hereby agrees to sell, transfer and convey to City, and City hereby agrees to purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, fee simple title to the Property, insurable as such by the Title Company (as defined below), free and clear of any and all liens, defects, encumbrances, leases, easements, covenants, restrictions, reservations, conditions, claims or other matters whatsoever, whether recorded or unrecorded, subject only to the Permitted Exceptions (as defined below) (collectively, "Transfer").
2. **Purchase Price.**
 - a. **Price Per Acre.** The total purchase price for the Property shall be sixty eight thousand two hundred dollars (\$68,200) ("Purchase Price") The Purchase Price is based on the gross acreage of 1.24 acres and a price of fifty five thousand dollars (\$55,000) per acre. The Purchase Price is for the underlying undeveloped land only. No water or water rights are included in the Purchase Price.

- b. **Method of Payment.** City shall pay the total Purchase Price in cash, by cashier's check, wire transfer, or other immediately available funds within thirty (30) days of the Closing Date.

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

- a. **Title Commitment.** Seller shall provide a commitment ("Title Commitment") for an ALTA fee policy of title insurance ("Title Policy") issued by the Title Company in the amount of the Purchase Price, committing to insure that title to the Property is in the condition required in accordance with this Agreement within ten (10) days after the Effective Date of this Agreement.
 - i. **Objections.** City shall have ten (10) business days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment ("Title Objection Notice"). If City does not timely deliver a Title Objection Notice to Seller, City shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 3.1.2 and any encumbrances or other title exceptions in the Title Commitment to which City does not object in writing within the ten (10) day period set forth above shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Commitment. Seller may arrange to pay off any Title Objection Notices that are monetary liens prior to or at Closing.
 - ii. **Written Notice.** If City provides a written notice of objections in accordance with Section 3(a)(i), then Seller shall have the option to: (1) cure such objections at Seller's sole cost; or (2) terminate this Agreement.
 - iii. **Remedy.** City's sole remedy for Seller's inability or unwillingness to convey title subject only to the Permitted Exceptions or to cure City's objections in accordance with Section 3(a)(2) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to City in connection with this Agreement or the Property.
- b. **Survey.** City shall obtain, at City's expense, any needed surveys identifying the boundary lines and all structures, easements, and encumbrances of record and provide copies to Seller.
- c. **Property Documents.** No later than ten (10) calendar days after the Effective Date of this Agreement, Seller will deliver to City the following documents to the extent the same are in the Seller's possession or control: (1) copies of all rights-of-way, easements, leases, rental agreements, rights of redemption, licenses, reservations, covenants, conditions, restrictions, or contracts which will be applicable to, or affect title to the Property after the Closing Date; and (2) copies of any environmental assessments, reports, site plans, surveys, studies, tests, inspections, reports or other documents in Seller's possession or control (collectively the "Property Documents").

4. **Closing Costs; Prorations.**

- a. **Timing.** The Closing (as defined below) shall occur within thirty (30) days or less from the Effective Date of this Agreement (the “Closing Date”), or at such earlier time and place as the Parties may mutually agree in writing. It is agreed that time is of the essence with respect to the Closing Date and all time and date deadlines set forth in this Agreement. “Closing” shall mean the consummation of the Transfer at the time the quitclaim deed is recorded in the Official Records of the Utah County Recorder's Office in the State of Utah (“Official Records”).
- b. **Place of Closing.** The Closing shall be consummated by _____ (the “Escrow Agent”). At Closing, Seller shall deliver possession of the Property to City. Until a Closing occurs, the risk of loss to the Property shall be borne solely by the Seller. Real property taxes and assessments relating to the Parcels shall be prorated as of a Closing. Each Party shall be responsible for and shall promptly pay all charges with respect to its Parcels attributable to the period up to and including the Closing. Each of the Parties shall pay its own fees and expenses in connection with this Agreement including, without limitation, its own attorneys' fees, diligence costs, and recording fees. The Parties shall share equally in the Closing Costs (as defined below) charged by the Escrow Agent.
- c. **Closing Costs.** Seller shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer, (2) the cost of the Title Policy, (3) all costs related to the removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (4) all property taxes related to the period prior to Closing, as calculated in accordance with Section 4.4. City shall pay for (1) one-half of the fee charged by Escrow Agent in connection with the Transfer and (2) all recording fees and costs related to the Transfer, except for any costs related to removal of any Monetary Liens or other Objections or Obligatory Removal Exceptions, and (3) all property taxes related to the period after Closing as calculated in accordance with Section 4(d). Seller and Buyer shall each be responsible for the cost of their own respective attorneys' fees and related transactional expenses. The costs and expenses described in this Section 4(d) are, collectively, the “Closing Costs.”
- d. **Real Estate Taxes.** Seller shall pay all real estate taxes for the Property that are liens for prior years. Property taxes for the year in which Closing occurs shall be prorated between City and Seller as of the date on which Closing occurs. If any greenbelt, rollback or farmland assessment taxes are payable with respect to the Property, or are necessary in order to withdraw the Property from greenbelt or agricultural use assessment in accordance with Utah Code Ann. § 59-2-511, Seller shall pay for all such taxes at Closing, or, if assessed following Closing, within thirty (30) days following Seller's receipt from City of notice of such assessment.
- e. **Assessments.** Seller shall pay all charges for any and all assessments with respect to the Property imposed by any governmental body or public utility and/or charges or assessments

imposed under or in connection with or as a consequence of any declaration or other instrument of record and/or any owner's association created relative to the Property, to the extent such charges are attributable to the period ending at 11:59 p.m. Mountain Time on the day before Closing. City shall pay all such charges to the extent attributable to the period from and after 12:00 midnight Mountain Time on the day of Closing.

- f. **Special Assessments.** Seller shall pay in full any and all special assessments that are a lien on the Property at Closing.
 - g. **Closing Statements.** The Closing Costs and estimated Closing prorations shall be set forth on a preliminary closing statement (the "**Closing Statement**") to be prepared by the Escrow Agent. The Escrow Agent shall prepare the Closing Statement at least three (3) Business Days prior to Closing for purposes of making the preliminary proration adjustment at Closing. The Escrow Agent shall revise the Closing Statement as necessary based upon comments from City and Seller, and the Escrow Agent shall deliver a final, signed version of the Closing Statement to each Party at Closing.
5. **City's Conditions.** The obligation of City to render performance under this Agreement and purchase the Property is subject to the conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, "City's Conditions") set forth in Sections 5(a) through 5(b) as follows:
- a. **Title.** The Title Company shall be prepared and irrevocably committed to issue to City the Title Policy. The Title Policy, to be furnished at Seller's expense, shall be subject to the following requirements: (1) it shall be delivered to City promptly after Closing, with all Obligatory Removal Exceptions removed or deleted, unless otherwise waived by City; (2) it shall contain affirmative insurance of title to all appurtenant easements benefiting the Land; and (3) it shall otherwise be in form and substance reasonably acceptable to City.
 - b. **No Default.** Seller shall have kept, performed, and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder, unless waived by City in writing. All of Seller's covenants, representations and warranties herein shall be true and correct in all material respects, and as if made, on the Closing Date. Seller shall have delivered all Seller's Closing Documents (as defined below) in accordance with Section 8.
6. **Seller's Conditions.** In addition to other terms and provisions of this Agreement which give Seller the express right to terminate this Agreement, Seller's obligations hereunder shall be subject to the satisfaction of the following conditions within the applicable periods set forth in this Agreement for the satisfaction of such conditions (or Seller's written waiver thereof):
- a. **Delivery of Closing Documents and Funds.** City shall have delivered or caused to be delivered to the Escrow Agent all the documents and funds described Section 8.
 - b. **Representations and Warranties.** All representations and warranties of City contained in this Agreement shall be true and correct in all material respects as of the date made and as

of the Closing with the same effect as though such representations and warranties were made at and as of the Closing.

- c. **Performance of Covenants.** City shall have performed the material covenants of City under this Agreement to be performed by City before Closing.

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

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

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

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

- a. **Closing.** Closing shall occur in the offices of the Escrow Agent on the Closing Date or at such earlier time and place as the Parties may mutually agree in writing. At Closing, Seller shall convey indefeasible fee simple title to the Property to City in accordance herewith by a quitclaim deed in the form of **Exhibit C** attached hereto (the “Deed”). Seller shall deliver to City possession of the Property upon the transfer of title to the Property at Closing.
- b. **Seller’s Closing Documents.** On or before the Closing Date, Seller shall deliver to Escrow Agent the following (collectively, ‘Seller’s Closing Documents”):
 - i. A quitclaim deed conveying the Property duly executed and delivered by Seller in favor of City and acknowledged in the form set forth on **Exhibit C**;
 - ii. A Closing Statement, duly executed and delivered by Seller;
 - iii. Such additional assignments, instruments and documents appropriate to be executed and delivered by Seller as may be reasonably necessary to complete the Transfer and to carry out the intent and purposes of this Agreement;
 - iv. Such proof of Seller's authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may reasonably be required by the Title Company or City; and
 - v. Such other documents as may reasonably be requested by City and/or the Title Company to convey clear title to the Property or to otherwise close the Transfer.
- c. **City’s Closing Documents.** At or before Closing, City shall deliver to Escrow Agent the following (collectively, “City's Closing Documents”):
 - i. Buyer's portion of the Closing Costs in accordance with Section 4 of this Agreement, cash, by cashier's check, wire transfer, or other immediately available funds;
 - ii. A Closing Statement, duly executed and delivered by City;
 - iii. Such proof of City’s authority to enter into this Agreement and consummate the Transfer and of the power and authority of the individual(s) executing or delivering any instruments, documents or certificates on behalf of City to act for and bind City as may reasonably be required by the Title Company or Seller; and
 - iv. Such other documents as may reasonably be requested by Seller and/or the Title Company to close the Transfer in accordance with this Agreement.

9. **Brokerage Representations and Fee.** Each Party agrees that there is no broker, finder or intermediary with whom it has dealt in connection with the Transfer. Each Party shall and does hereby indemnify the other Party, and agrees to hold the other Party harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transfer based on any act by or agreement or contract with the indemnifying Party asserted by any third party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the non-indemnifying Party on account of or arising from any such claim, demand or suit.
10. **Seller's Representations and Warranties.** City agrees that it is purchasing the Property in AS-IS condition, subject to Seller's covenants, representations and warranties that, as of the Effective Date, and as of the Closing Date:
- a. **Authority.** This Agreement and all other documents delivered by Seller prior to or at the Closing (i) have been duly authorized, executed, and delivered by Seller, (ii) are binding obligations of Seller, (iii) are collectively sufficient to transfer all of Seller's right, title and interest in and to the Property and (iv) do not violate the formation documents of Seller. Seller has obtained all required consents, releases and approvals necessary to execute this Agreement and consummate the Transfer. Seller further represents that it is a limited liability company, duly organized and existing in good standing under the laws of the State of Utah, with its principal place of business in the State of Utah.
 - b. **No Conflicts.** The execution, delivery and performance of this Agreement and the consummation of the Transfer will not conflict with, or result in a breach of any of the terms or provisions of, with or without notice or the passage of time or both, or constitute a default under, any agreement or other document or instrument to which Seller is a party or by which Seller or the Property is bound, or any applicable regulation of any governmental agency, or any judgment, order or decree of any court having jurisdiction over Seller or all or any portion of the Property, or otherwise.
 - c. **Property Documents.** To the actual knowledge of Seller, the Property Documents constitute all of the material documents relating to the Property, and each such Property Document as delivered by Seller constitutes a true, correct and complete copy of the same; there are no commitments or agreements affecting the Property which have not been disclosed by Seller to City in writing; Seller is not in default of Seller's obligations or liabilities pertaining to the Property or the Property Documents (including under any recorded covenants, conditions or restrictions); nor are there facts, circumstances, conditions or events that, after the giving of notice or lapse of time or both, would constitute a default by Seller or any other party to such Property Documents.
 - d. **Material Information.** To the actual knowledge of Seller, Seller has disclosed to Buyer in writing all material facts related to the Property to the extent required by any law and this Agreement, together with the Property Documents and any matters heretofore disclosed to Buyer in writing by Seller, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein not materially

misleading.

- e. **Condemnation and Special Assessments.** To the actual knowledge of Seller, Seller has received no notice and is not aware of any (i) proceedings pending for the condemnation or taking of all or any portion of the Property by eminent domain or (ii) special assessments that would affect the Property and as of the Closing Date, Seller shall have given City prompt notice of the institution of any such proceedings or imposition of any assessments affecting the Property.
- f. **Bankruptcy.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, receivership, bankruptcy or reorganization or other proceedings are pending or, or to the actual knowledge of Seller, threatened, against Seller.
- g. **Litigation; Liens.** There are no (i) claims, actions or legal proceedings pending before any judicial or quasi-judicial body, nor threats thereof, nor any basis therefor, with respect to the Property or any portion thereof nor (ii) actual, pending or, to the actual knowledge of Seller, threatened mechanics' liens or other liens against the Property or any portion thereof.
- h. **Compliance with Laws.** To the actual knowledge of Seller, the Property is in compliance with all existing laws, rules, regulations, ordinances and orders (collectively, "Laws") of all applicable federal, state and local authorities (each, an "Authority") having jurisdiction over the Property, and Seller has not received any oral or written notice of any violation of or noncompliance with any Laws or of any applications, ordinances, petitions, resolutions or other matters pending before any Authority, including the City, with respect to zoning, building, fire and health codes, environmental, sanitation and pollution control Laws or the Americans with Disabilities Act, as amended. To the actual knowledge of Seller, no condition currently exists or previously existed on the Property or any portion thereof that may result in any violation of any Laws applicable to the Property if it were disclosed to an Authority.
- i. **Parties in Possession.** To the actual knowledge of Seller, Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence. Except for applicable zoning and building restrictions and regulations, there are no covenants, easements, restrictions or private agreements that will prohibit development of the Property for commercial purposes.
- j. **Environmental.** The following statements are subject to any construction, development, or testing Buyer has completed since Buyer's Initial Entry.
 - i. To the actual knowledge of Seller, there are no active or abandoned wells on the Property;

- ii. To the actual knowledge of Seller, there are no, and have not been any, underground or aboveground storage tanks upon the Property;
- iii. To the actual knowledge of Seller, the Property has never been used as a landfill, dump or industrial or solid waste disposal area;
- iv. To the actual knowledge of Seller, there are no pending or threatened actions or proceedings by any local governmental body, sewage district, the Utah Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental entity regarding violation of any applicable environmental laws with respect to the Property, and there is no basis for any such action or proceeding;
- v. To the actual knowledge of Seller, the Property is in compliance with all Laws governing, establishing, limiting or otherwise affecting the use, discharge, storage, transportation or disposal of air, water or pollutants, process wastewater or solid, hazardous and/or toxic substances, materials or wastes, pesticides or environmentally threatening materials (collectively, "Waste");
- vi. To the actual knowledge of Seller, no waste is currently used, stored or disposed of on the Property;
- vii. To the actual knowledge of Seller, there are no private burial grounds located on the Property; and
- viii. To the actual knowledge of Seller, each of the Property and Seller is in compliance with all Laws relating to Hazardous Materials (as defined below), which compliance includes the possession by such Seller of all permits and other governmental authorities required under applicable Laws, and compliance with the terms and conditions thereof, and Seller has not received any written notice that alleges that Seller or the Property is not in such compliance and there are no circumstances that may prevent or interfere with such compliance in the future. To the actual knowledge of Seller, there is no Environmental Claim (as defined below) pending or threatened with regard to the Property or Seller and there are no past or present actions, activities, circumstances, conditions, events or incidents relating to Hazardous Materials that could form the basis of any Environmental Claim against Seller or against any person or entity, including persons or entities whose liability for any such Environmental Claim Seller has or may have retained or assumed either contractually or by operation of law.

“Environmental Claim” means any and all actions (including investigatory, remedial or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys' fees, consultants' fees and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects

upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Property or properties adjacent thereto.

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

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

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

respect thereto and shall survive the delivery of the Deed and other instruments and documents delivered at Closing. Seller hereby indemnifies and agrees to reimburse, defend and hold harmless City and City's officers, employees, and agents from, for and against any and all claims, demands, obligations, losses, costs, damages, liabilities, judgments or expenses (including reasonable attorneys' fees, charges and disbursements) arising from, asserted against, imposed on or incurred by City, directly or indirectly, in connection with the breach of any representation or warranty set forth in this Agreement.

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

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

currently (1) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of OFAC of the U.S. Department of Treasury and any OFAC Rules, (2) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order or regulation and (3) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

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

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

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

15. **General Provisions.**

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

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

- b. **Non-Merger.** The terms of this Agreement shall not merge into the Deed at Closing and shall survive the Closing.
- c. **Assignment.** City shall not assign this Agreement to any entity other than an affiliate of City without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. **Binding Agreement.** This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, legal representatives, successors and assigns.

- e. **Headings, Captions, and Terms.** All headings or captions in this Agreement are solely for the convenience of the parties and are not controlling as to application or interpretation. Words, terms, or clauses contained herein which are in bold print, underlined, or contained within quotation marks shall be considered to be defined terms having the meaning as set forth herein. Paragraph titles are merely for convenience and are not defined terms.
- f. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded closing document, or any notice delivered hereunder shall have the same legal effect as an original signature.
- g. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- h. **Waiver of Breach.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have. Neither Party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other condition, representation, term or of any subsequent breach of the same or of any other term, condition or covenant of this Agreement.
- i. **Attorney's Fees.** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15(i) shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- j. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- k. **Governing Law.** This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

- l. **Venue.** Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Utah County.
- m. **Notices.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, or by electronic mail as set forth below. Until further notification by written notice in the manner required by this Section 15(m) notices to the Parties shall be delivered as follows:

If to City:

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

If to Seller:

Steven George Smith
Attn: _____

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

- n. **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific statements, terms or matters, unless language of limitation, such as "and limited to" or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter.
- o. **Construction.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

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

shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

16. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

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

EAGLE MOUNTAIN CITY

TOM WESTMORELAND, Mayor

ATTEST

FIONNUALA B. KOFOED, City Recorder

MARCUS DRAPER, City Attorney
Approved as to form

STEVEN GEORGE SMITH

_____, Owner

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Map of Road Extension
Exhibit "C"	Form of Quitclaim Deed

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B”
MAP OF ROAD EXTENSION AND EASEMENT

EXHIBIT “C”
FORM OF QUITCLAIM DEED



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	RESOLUTION - A Resolution of Eagle Mountain City, Utah Appointing Erin Hart as the Eagle Mountain City Treasurer		
ITEM TYPE:	Appointment		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No	RECOMMENDATION: Staff recommends the City Council approve the proposed Resolution of Eagle Mountain City, Utah, Appointing Erin Hart as the Eagle Mountain City Treasurer.		
PREPARED BY: Jody Bates, Admin	BACKGROUND:		
PRESENTED BY:	ITEMS FOR CONSIDERATION:		
	REQUIRED FINDINGS:		
	PLANNING COMMISSION ACTION/RECOMMENDATION:		
	ATTACHMENTS: RES--Appointment of Treasurer		

RESOLUTION NO. R- -2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPOINTING ERIN HART AS THE
EAGLE MOUNTAIN CITY TREASURER

PREAMBLE

WHEREAS, Eagle Mountain Municipal Code Chapter 2.17.010 Appointed Officers provides for a Treasurer to perform the duties listed within the Chapter; and

WHEREAS, the Treasurer is appointed by the Mayor, with the advice and consent of the City Council, and serves in office until his successor is appointed and qualified; and

WHEREAS, Erin Hart is a qualified and suitable person to serve as the Eagle Mountain City Treasurer.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah, that Erin Hart is hereby appointed Eagle Mountain City Treasurer.

This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 16th day of April 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 16th day of April 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	SITE PLAN - Mountainland Supply located at 800 East Split Rock Drive (County Parcel 51:756:0108 and Parcel 51:756:0109)		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:	N/A		
APPLICANT:	Matthew Cook, RB Construction		
GENERAL PLAN DESIGNATION Employment Center/Campus	CURRENT ZONE Light Manufacturing/Distribution	ACREAGE 4.18	COMMUNITY Town Center

PUBLIC HEARING:

No

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

Brandon Larsen, Planning
Director

RECOMMENDATION:

Staff recommends the Council review this report and take note of the Planning Commission's recommendation regarding the Site Plan for Mountainland Supply, located at 800 East Split Rock Drive (County Parcel 51:756:0108 and Parcel 51:756:0109).

BACKGROUND:

Mountainland Supply is a business that "...comprise the wholesale distribution of pipe, valves and fittings, plumbing supplies, waterworks piping, turf irrigation supplies, plumbing specialties, enameled ware, china fixtures, showers, water heaters, storage tanks, laundry trays, rubber goods and packing, steel pipe, ductile iron pipe and fittings, PVC pipe, welding fittings and flanges, etc." A new location is desired and the applicant has acquired property in the recently approved/recorded Rush Creek subdivision.

ITEMS FOR CONSIDERATION:

Staff redlined each submitted architectural plan as not compliant with EMMC requirements. Other standards required of this site plan are complaint with EMMC. Two sections of EMMC are the architectural issues staff has identified.

17.37.050(B) Architecture and Site Design. *All permitted or special uses shall comply with Chapter 17.72 EMMC, Commercial and Multifamily Design Standards. Where more than one structure is built in a complex or project, structures shall have a similar style or theme, including colors, materials, and design elements. It is recognized that*

the function and use of buildings used for light manufacturing or unique uses may dictate the style and other appearance of the structure. In these cases, strict adherence to the provisions of this chapter may not be advisable or possible, at the discretion of the approval authority.

17.72.040 Architectural Standards. *The architectural elements of a building can either enhance the building's visual appeal or detract from the quality of the neighborhood. In order to prevent the construction of bland, out-of-scale buildings that are oriented to vehicular traffic and discourage pedestrian activity, the following minimum architectural standards shall be applied to commercial and multifamily development. Minor variations to these standards may be considered by the planning commission and city council with very specific justification provided by the applicant of how the proposal is more appropriate for the neighborhood and of higher quality than the standard.*

Staff has reviewed the plans and has made the determination that the proposed elevations do not comply with the standards contained in EMMC 17.72 Commercial and Multifamily Design Standards, specifically as follows:

17.72.030 Site Design A.1 Commercial Building Orientation. The primary entrance to a commercial building should be oriented 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. Increased landscaping and architectural elements on street facing facades is needed.

17.72.040 Architectural Standards:

A. Architectural Style/Theme. Commercial buildings should be similar in style as significant adjacent buildings. All facades of commercial...structures shall be designed with consistent architectural style, detail, and trim features as the primary facade. Separate structures on the site shall be designed similar to the primary structure, including colors, materials, and design elements. Facades need to consist of all required architectural elements with no facade purposely regulated to secondary status. This zone, and even the Industrial zone, require enhanced architecture. The Sweetwater Industrial Overlay zone relaxes these requirements and this building proposed would be permitted in that zone.

C. Roof Design. The primary roof form of a structure should help

reduce the perceived scale of the building. All commercial buildings shall contain either sloping roofs with overhanging eaves, or a decorative parapet and multiple roof planes and heights. Decorative cornices and roof projections such as cupolas or towers are also encouraged. The structure does contain a sloping roof but no overhanging eaves. Section of parapet are proposed.

D. Building Articulation. Vertical and horizontal articulation and relief reduces the perceived scale of buildings. Buildings shall include facade modulation (stepping portions of the facade), horizontal and vertical divisions (textures or materials), window patterns, offsets, recesses, projections, varied front setbacks or staggered and jogged unit planes within the same structure, and other techniques to help...avoid large, featureless and/or panelized surfaces on commercial buildings. Large uninterrupted expanses of a building wall are prohibited. When the elevations are scaled in reference to the footprint, the horizontal articulation of the walls amounts to 6 inches. The building is in essence, a rectangular polygon with very little articulation.

E.1. Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and moldings, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers, and trellis structures. All sides of a building shall include the chosen details. Elevation materials consist of metal wall panels, exposed concrete foundation, cementitious siding, and brick.

F.2. All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides, including brick, rock, fiber/cement siding, wood, glass, stucco, and colored architectural CMU (concrete masonry unit). Stucco may not be used on more than 50 percent of a building. Metal, plain CMU, or other materials deemed appropriate by the planning commission and city council may be used as accents only. The west elevation contains a large panelized and featureless surface and two material elements, which one, metal, can only be used as an accent.

The architectural requirements are implemented to provide an aesthetically pleasing building and should only be altered under specific circumstances. This subdivision is new and this may likely be the first building constructed and set the tone of future development. The location is near residential development and Eagle Mountain Boulevard. The state is planning on a future freeway in the area which makes this area a highly visible location. With that said, the City may approve the site plan based on Code language which permits some

flexibility as to the design.

REQUIRED FINDINGS:

This site plan approval is based upon compliance with City Code requirements which can be found in EMMC 17.100 with other chapters referenced therein.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends denial 4-1 to the City Council regarding the site plan of Mountainland Supply at 800 East Split Rock Drive.

1. Correction of any outstanding redlines.

ATTACHMENTS:

[Mountainland Supply Site](#)

[Mountainland Supply Elevations](#)

BERT BRADFORD

WAREHOUSE 2023

109 SPLIT ROCK DRIVE

EAGLE MOUNTAIN, UTAH

PROJECT CONTACTS

OWNER

WOLVERINE VENTURES LLC
946 E 800 N, SUITE C
SPANISH FORK, UTAH 84660
(801) 794-1330

CONTRACTOR

RB CONSTRUCTION
946 E 800 N, SUITE C
SPANISH FORK, UTAH 84660
(801) 794-1330

ARCHITECTURAL

KMA ARCHITECTS, INC.
170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
(801) 377-5062

STRUCTURAL

MARTY BARBER?

MECHANICAL

OLSEN & PETERSON ENGINEERING
14 EAST 2700 SOUTH
SALT LAKE CITY, UTAH 84115
(801) 486-4646

ELECTRICAL

BNA CONSULTING
635 SOUTH STATE STREET
SALT LAKE CITY, UTAH 84111
(801) 532-2196

GRAPHIC SYMBOLS

	ENGINEERED FILL		PLYWOOD		WALLTYPE TAG		DETAIL TAG
	EARTH		HARDWOOD		DOOR NUMBER		ELEVATION MARK
	CONCRETE		RIGID INSULATION		WINDOW TYPE		SECTION MARK
	ASPHALT		BATT INSULATION		CEILING HEIGHT		
	BRICK VENEER		BLOCKING		SHEET NOTE		
	STONE VENEER		GYPSUM BOARD		BUILDING ELEVATION MARK		
	WOOD STUDS		PROPERTY LINE		ROOM NUMBER		

PROJECT DATA

MAIN FLOOR AREA	59,481 SQ. FT.
MEZZANINE FLOOR AREA	7,067 SQ. FT.
TOTAL FLOOR AREA	66,548 SQ. FT.
INTERNATIONAL BUILDING CODE	- 2021
TYPE OF CONSTRUCTION	- II B
BUILDING OCCUPANCY	- B
SEISMIC DESIGN CATEGORY	- C
SEISMIC OCCUPANCY CATEGORY	- III
WIND EXPOSURE	- C
3 SECOND WIND GUST SPEED	- 120 MPH
ROOF SNOW LOAD	- 33 PSF
ROOF LOADS	
LIVE LOAD	- 20 PSF
DEAD LOAD	- 25 PSF
SOILS REPORT BY	- EARTHTEC ENGINEERING
DATED	- NOV. 2018
ALLOWABLE SOIL BEARING	- 2,500 PSF
FIRE PROTECTION	- 100% FIRE SPRINKLED

INDEX OF DRAWINGS

SITE, LANDSCAPING, AND SPRINKLING

1	-	COVER	7	-	TBC PLAN
2	-	OVERALL BOUNDARY	8	-	AMEND SUBDIVISION PLAT
3	-	OVERALL SITE PLAN	DT-01	-	DETAIL SHEET
4	-	EXISTING TOPOGRAPHY	L1	-	LANDSCAPE PLAN
5	-	GRADING & DRAINAGE PLAN	L2	-	IRRIGATION PLAN
6	-	EROSION CONTROL PLAN	L3	-	LANDSCAPE DETAILS

ARCHITECTURAL

A1.0	-	CODE COMPLIANCE	A4.2	-	BUILDING SECTIONS & DETAILS
A1.1	-	OVERALL MAIN FLOOR PLAN & DETAILS	A5.0	-	DOOR SCHEDULE & TYPES
A1.1A	-	MAIN FLOOR AND MEZZANINE PLANS	A5.1	-	DOOR & WINDOW DETAILS
A2.0	-	REFLECTED CEILING PLAN	A6.0	-	ADA SHEET
A2.1	-	ROOF PLAN & DETAILS	A8.0	-	INTERIOR ELEVATIONS
A3.1	-	EXTERIOR ELEVATIONS	A8.1	-	INTERIOR ELEVATIONS & DETAILS
A4.1	-	BUILDING SECTIONS & DETAILS			

STRUCTURAL

PLUMBING AND FIRE PROTECTION

P101	-	MAIN FLOOR PLUMBING PLAN	FP101	-	FIRE PROTECTION PLAN
P102	-	MEZZANINE MECHANICAL PLAN	FP501	-	FIRE PROTECTION DETAILS
P401	-	ENLARGED PLUMBING PLANS			
P501	-	PLUMBING SCHEDULES			
P601	-	PLUMBING DETAILS			
P602	-	PLUMBING DETAILS			

MECHANICAL

M101	-	MAIN FLOOR MECHANICAL PLAN			
M102	-	MEZZANINE MECHANICAL & ENLARGED PLANS			
M501	-	MECHANICAL SCHEDULES			
M601	-	MECHANICAL DETAILS			
M602	-	MECHANICAL DETAILS			

ELECTRICAL

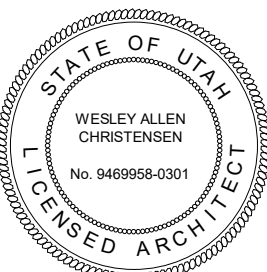
E001	-	GENERAL NOTES	E301	-	MAIN FLOOR POWER PLAN
E060	-	ELECTRICAL DETAILS	E303	-	MEZZANINE FLOOR POWER PLAN
E100	-	SITE PHOTOMETRIC PLAN	E304	-	MILLWORK ELEVATIONS
E101	-	SITE ELECTRICAL PLAN	E370	-	ELECTRICAL EQUIPMENT SCHEDULE
E102	-	SITE LIGHTING PLAN	E380	-	ONE-LINE DIAGRAM
E200	-	LIGHT FIXTURE NOTES & SCHEDULE	E390	-	PANELBOARD SCHEDULES
E201	-	MAIN FLOOR LIGHTING PLAN	E391	-	PANELBOARD SCHEDULES
E202	-	MEZZANINE LIGHTING PLAN			

VICINITY MAP



NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM



REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD

PROJECT TITLE

BRADFORD MOUNTAINLAND SUPPLY
109 SPLIT ROCK DRIVE

DRAWN BY: STAFF
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

TITLE

BRADFORD MOUNTAINLAND SUPPLY
SITE PLAN
EAGLE MOUNTAIN, UTAH
FINAL PLAN SET
MARCH 2024

-SHEET INDEX-

SHEET	SHEET NAME
1	COVER
2	OVERALL BOUNDARY
3	OVERALL SITE PLAN
4	EXISTING TOPOGRAPHY
5	GRADING & DRAINAGE PLAN
6	EROSION CONTROL PLAN
7	TBC PLAN
8	AMENDED SUBDIVISION PLAT
DT-01	DETAIL SHEET
DT-02	DETAIL SHEET
DT-03	DETAIL SHEET
BMP-01	BEST MANAGEMENT PRACTICES
BMP-02	BEST MANAGEMENT PRACTICES
BMP-03	BEST MANAGEMENT PRACTICES

LAND USE TABLE

TOTAL ACREAGE=4.18
ACREAGE OF OPEN SPACE/LANDSCAPING=0.40
STORAGE YARD=1.85
PARKING LOT/DRIVE AISLES=0.43
BUILDING=1.50

DATA TABLE

TOTAL ACREAGE=4.18
ACREAGE OF OPEN SPACE/LANDSCAPING=0.40
ZONING=LMD (LIGHT MANUFACTURING/DISTRIBUTION
WAREHOUSE=1 STALL/2K FIRST 20K SF, 1 STALL/4K THEREAFTER
62,355 SF (21 REQUIRED)
OFFICE=1 STALL/300 SF
2,848 SF (10 STALLS)
PARKING REQ'D 31 STALLS
PARKING PROVIDED 31 STALLS

GENERAL NOTES:

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.
- ALL DRINKING WATER AND PRESSURIZED IRRIGATION LINES UP TO AND INCLUDING THE METER, ALL SANITARY SEWER MAINS, ALL ELECTRICAL METERS, AND ALL ELECTRIC AND COMMUNICATION SERVICE LINES UP TO THE MAST ON OVERHEAD INSTALLATIONS AND TO THE TOP OF THE METER BASE FOR UNDERGROUND INSTALLATIONS ARE DEDICATED TO EAGLE MOUNTAIN CITY.
- ALL CONSTRUCTION WILL CONFORM TO EAGLE MOUNTAIN CITY CONSTRUCTION STANDARDS.
- ALL RECOMMENDATIONS MADE IN GEOTECHNICAL REPORT/STUDY COMPLETED BY GORDON GEOTECHNICAL ENGINEERING INC., DATED OCTOBER 19, 2023, PROJECT NO. 1215-001-23 TO BE FOLLOWED EXPLICITLY DURING CONSTRUCTION BUILDINGS AND SITE IMPROVEMENTS.

CONTRACTOR NOTE:

THE SIZE, ELEVATION, & LOCATIONS OF EXISTING IMPROVEMENTS AND UTILITIES SHOWN HEREON ARE ASSUMED AND APPROXIMATELY SHOWN BASED UPON THE FIELD DATA FROM THE SURVEY. ALL SIZES, LOCATIONS & ELEVATIONS ARE TO BE VERIFIED. IF THERE ARE DIFFERENCES OR DISCREPANCIES, ATLAS ENGINEERING, LLC NEEDS TO BE NOTIFIED BEFORE CONSTRUCTION. ATLAS ENGINEERING, LLC WILL NOT BE LIABLE OR RESPONSIBLE FOR REMOVAL, CONSTRUCTION, OR INSTALLATION OF IMPROVEMENTS THAT ARE NOT IN ACCORDANCE WITH THESE PLANS. ANY AND ALL CHANGES OR VARIATIONS IN THE REMOVAL, CONSTRUCTION OR INSTALLATION OF THE IMPROVEMENTS MADE WITHOUT THE APPROVAL OF THE DESIGNER WILL RESULT IN SOLE LIABILITY TO THE CONTRACTOR. IN ADDITION, ATLAS ENGINEERING, LLC ASSUMES NO RESPONSIBILITY FOR ANY AND ALL EXISTING UTILITIES NOT SHOWN ON THIS PLAN AND ASSUMES NO LIABILITY FOR FAILURE TO EXACTLY LOCATE ALL EXISTING UTILITIES, SHOULD THERE BE INCIDENT.

ENGINEER/SURVEYOR CONTACT INFO:

ATLAS ENGINEERING LLC
(801) 655-0566
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

OWNER/DEVELOPER

BERT BRADFORD
PHONE 801-367-8895
bert@rbconstruction.org

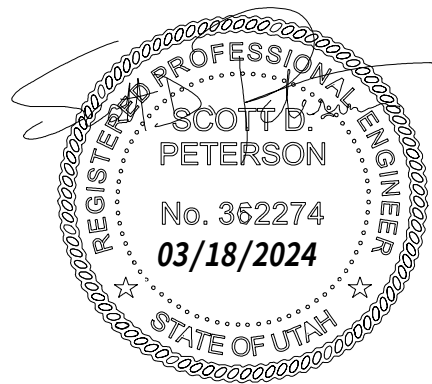


VICINITY MAP
-NTS-

LEGEND

(APPLIES TO ALL SHEETS)

	EXISTING POWER POLE
	PROPOSED STREET LIGHT
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING STREET LIGHT
	EXISTING SIGN
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER HEAD POWER
	EXISTING FENCE LINE
	EXISTING SANITARY SEWER W/MANHOLE
	EXISTING STORM DRAIN W/MH
	EXISTING WATER
	EXISTING PRESSURIZED IRRIGATION
	PROPOSED SEWER
	PROPOSED STORM DRAIN
	PROPOSED CULINARY WATER
	PROPOSED PRESSURIZED IRRIGATION (PURPLE PVC)



BRADFORD MOUNTAINLAND SUPPLY



ATLAS ENGINEERING
CIVIL · STRUCTURAL · SURVEY

PHONE: 801-655-0566
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

TOTAL ACREAGE=4.18
ACREAGE OF OPEN SPACE/LANDSCAPING=0.40
ZONING=LMD (LIGHT MANUFACTURING/DISTRIBUTION

WAREHOUSE=1 STALL/2K FIRST 20K SF, 1 STALL/4K THEREAFTER
62,355 SF (21 REQUIRED)
OFFICE=1 STALL/300 SF
2,848 SF (10 STALLS)
PARKING REQ'D 31 STALLS
PARKING PROVIDED 31 STALLS

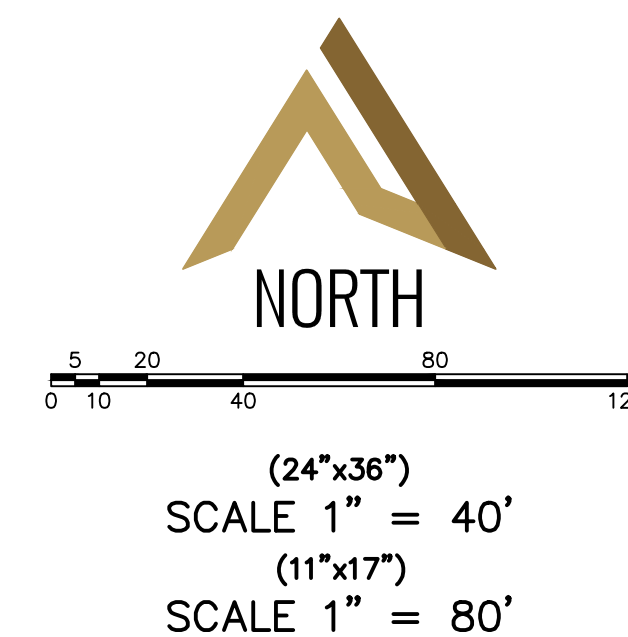
BERT BRADFORD
(801) 367-8895
bert@rbconstruction.org

ATLAS ENGINEERING LLC
(801) 655-0566
946 E. 800 N. SUITE A
SPANISH FORK, UT 84660

1. VERTICAL DATA BASED ON NAVD 88.
2. COORDINATE SYSTEM = NAD83

ALL OF LOTS 108 & 109, RUSH CREEK INDUSTRIAL, PHASE A, PLAT 1, SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE AS MAP 18913 IN THE UTAH COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 108, ALSO BEING LOCATED NORTH 89°42'26" EAST 787.14 FEET ALONG THE 1/4 SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 89°42'26" WEST 606.00 FEET; THENCE NORTH 00°18'09" WEST 300.69 FEET; THENCE NORTH 89°41'52" EAST 591.00 FEET; THENCE ALONG THE ARC OF A 15.00-FOOT RADIUS CURVE TO THE RIGHT 23.56 FEET (CHORD BEARS S 45°18'09" E 21.21 FEET); THENCE SOUTH 00°18'08" EAST 285.79 FEET TO THE POINT OF BEGINNING. AREA=4.18 ACRES.

<i>CURVE TABLE</i>					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	23.56'	15.00'	21.21'	S45°18'09"E	90°00'00"



SHEET NO.

2

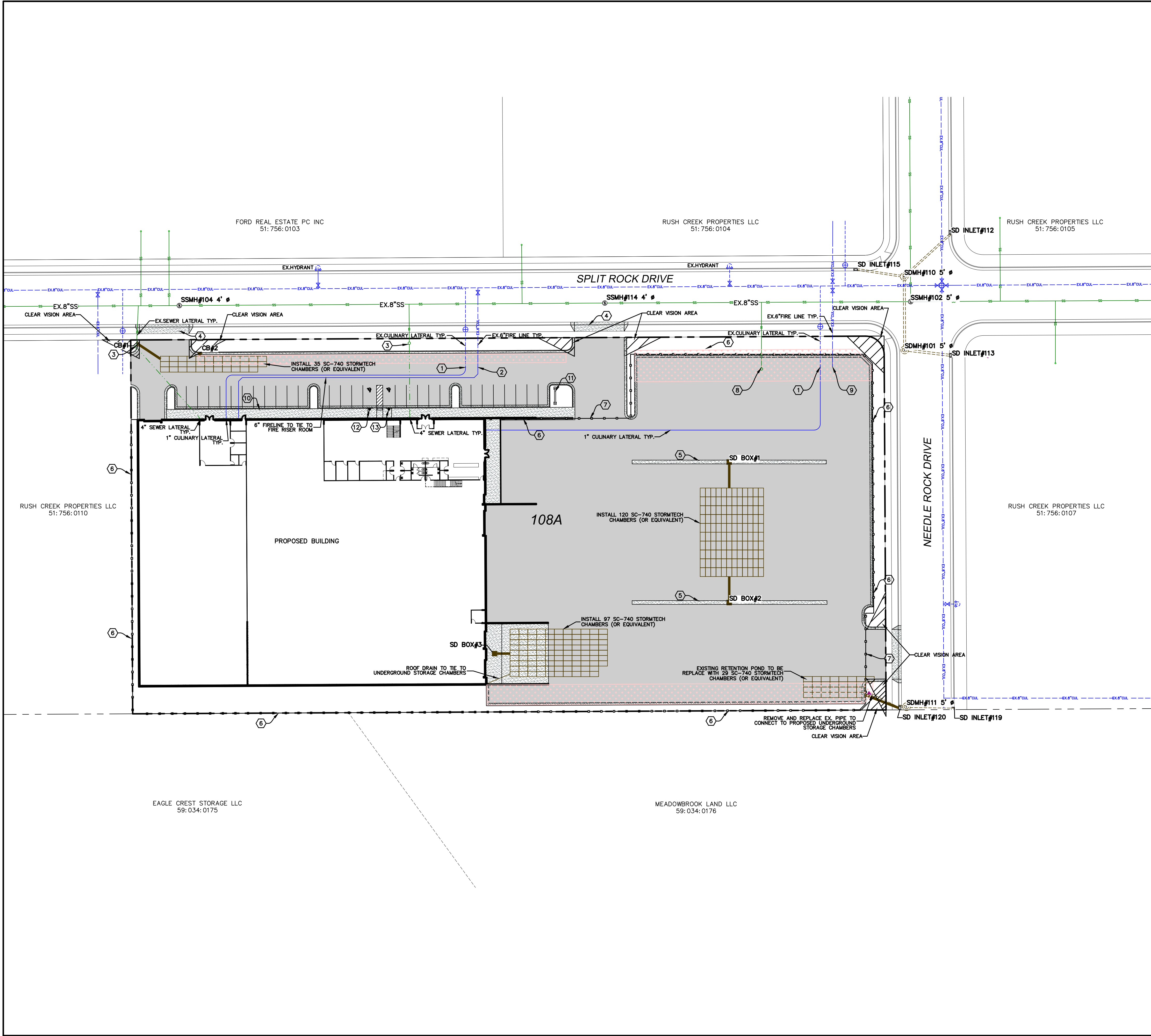
OVERALL BOUNDARY

BRADFORD MOUNTAINLAND
SUPPLY

 **ATLAS ENGINEERING**
CIVIL STUDIO NEW YORK CITY
PHONE: 800-165-5-0565
FAX: 800-337-4174

ATLAS ENGINEERING
CIVIL STRUCTURAL SURVEY
PHONE 801-855-0666
#6 E 800 W SUITE A
MIDWINTER CO UT 84601

\\203\\23-041 EAGLE MOUNTAIN BRADFORD\CADD\PRELIMINARY\02-OVERALL BOUNDARY.DWG



- GENERAL NOTES:**
1. TRASH TO BE STORED WITHIN BUILDING
- CONSTRUCTION NOTES:**
1. LOCATE & TIE TO EXISTING CULINARY WATERLINE.
 2. LOCATE & TIE TO EXISTING 6" FIRELINE.
 3. LOCATE & TIE TO EXISTING SEWER LATERAL.
 4. CONST. DRIVE APPROACH PER EAGLE MOUNTAIN CITY STANDARDS.
 5. CONST. 3' CROSS GUTTER.
 6. INSTALL 6" MASONRY WALL.
 7. INSTALL GATE AT DRIVEWAY ENTRANCE. GATE ACCESS TO HAVE KNOX KEY BOX OR PADLOCK INSTALLED FOR FIRE DEPT. ACCESS.
 8. EXISTING SEWER LATERAL TO BE ABANDONED.
 9. EXISTING FIRELINE TO BE ABANDONED.
 10. CONST. ADA RAMP PER EAGLE MOUNTAIN CITY STANDARDS.
 11. INSTALL BICYCLE RACK.
 12. INSTALL VAN-ACCESSIBLE HANDICAPPED PARKING STALL SIGN.
 13. INSTALL HANDICAPPED PARKING STALL SIGN.

LEGEND

	EXISTING POWER POLE
	PROPOSED STREET LIGHT
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING STREET LIGHT
	EXISTING SIGN
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER HEAD POWER
	EXISTING FENCE LINE
	EXISTING SANITARY SEWER W/MANHOLE
	EXISTING STORM DRAIN W/MH
	EXISTING WATER
	EXISTING PRESSURIZED IRRIGATION
	PROPOSED SEWER
	PROPOSED STORM DRAIN
	PROPOSED CULINARY WATER
	PROPOSED PRESSURIZED IRRIGATION (PURPLE PVC)
	PROPOSED ASPHALT
	PROPOSED CONCRETE/CURB & GUTTER
	REVERSE LIP CURB
	4" SNOWFALL SNOW STACKING AREAS

NORTH

0 10 20 40 80 120

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

SHEET NO.
3

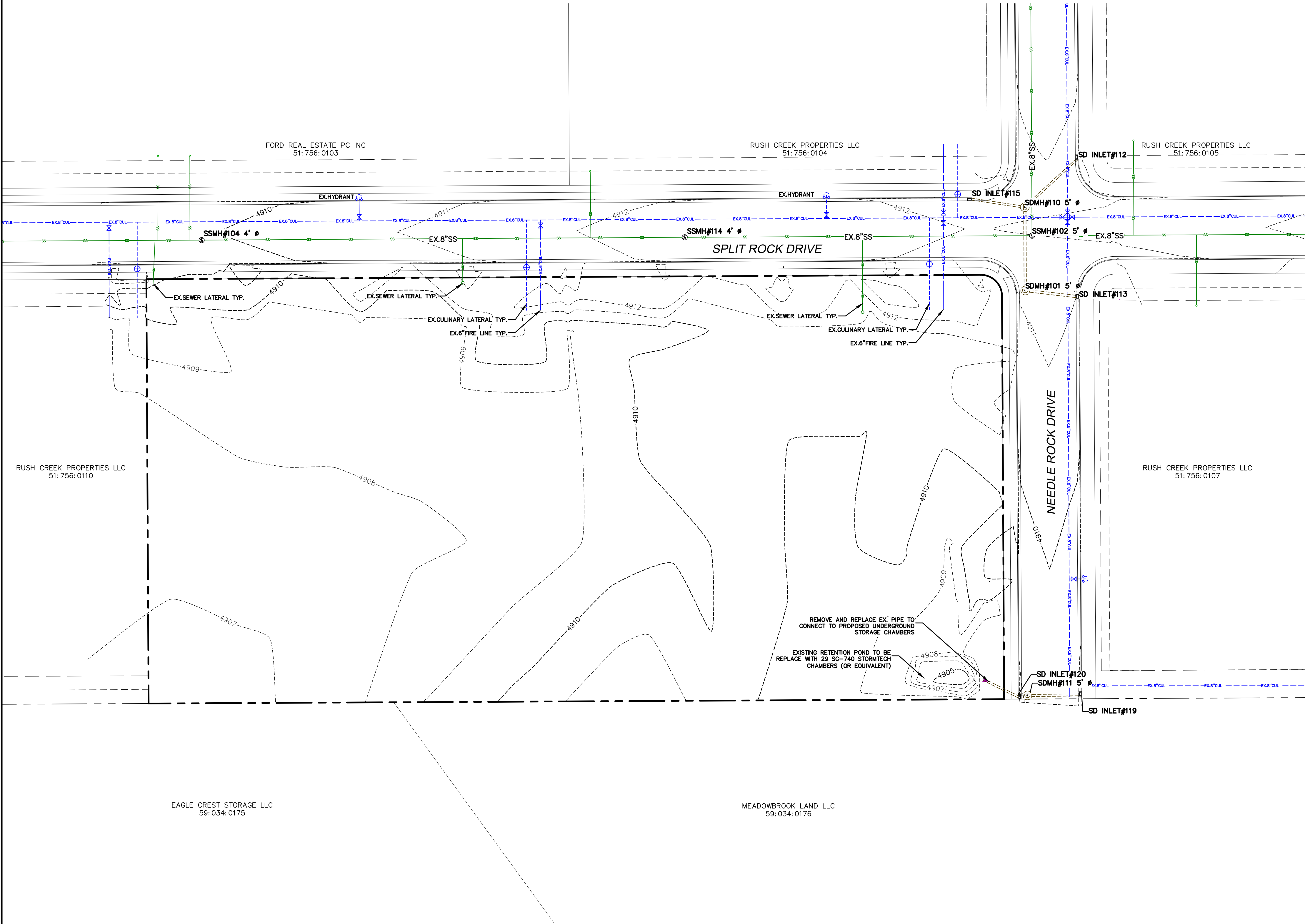
OVERALL SITE PLAN

BRADFORD MOUNTAINLAND SUPPLY

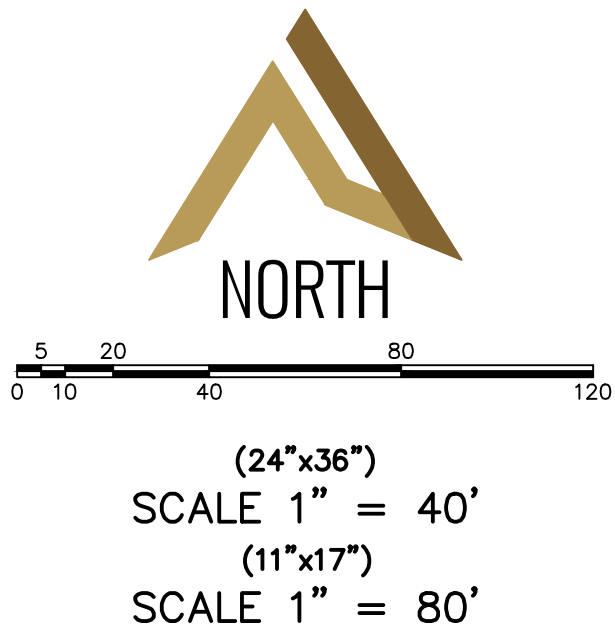
ATLAS ENGINEERING
CIVIL STRUCTURAL SURVEY

NOT FOR CONSTRUCTION

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
PROJECT NO. 23-041
DATE: 03-23-2023
BY: [Signature]
CHECKED: [Signature]
DATE: [Signature]
DATE: [Signature]



- LEGEND**
- EXISTING POWER POLE
 - PROPOSED STREET LIGHT
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING STREET LIGHT
 - EXISTING SIGN
 - PROPOSED FIRE HYDRANT
 - PROPOSED WATER VALVE
 - PROPERTY BOUNDARY
 - CENTERLINE
 - RIGHT-OF-WAY LINE
 - LOT LINE
 - SECTION LINE
 - EASEMENT
 - EXISTING DEED LINE
 - EDGE OF PAVEMENT
 - EXISTING OVER HEAD POWER
 - EXISTING FENCE LINE
 - EXISTING SANITARY SEWER W/MANHOLE
 - EXISTING STORM DRAIN W/MH
 - EXISTING WATER
 - EXISTING PRESSURIZED IRRIGATION
 - PROPOSED SEWER
 - PROPOSED STORM DRAIN
 - PROPOSED CULINARY WATER
 - PROPOSED PRESSURIZED IRRIGATION (PURPLE PVC)
 - PROPOSED ASPHALT
 - PROPOSED CONCRETE/CURB & GUTTER



BRADFORD MOUNTAINLAND
SUPPLY

ATLAS ENGINEERING
CIVIL STRUCTURAL SURVEY

EXISTING
TOPOGRAPHY

BRADFORD MOUNTAINLAND
SUPPLY

ATLAS ENGINEERING
CIVIL STRUCTURAL SURVEY

SHEET NO.
4

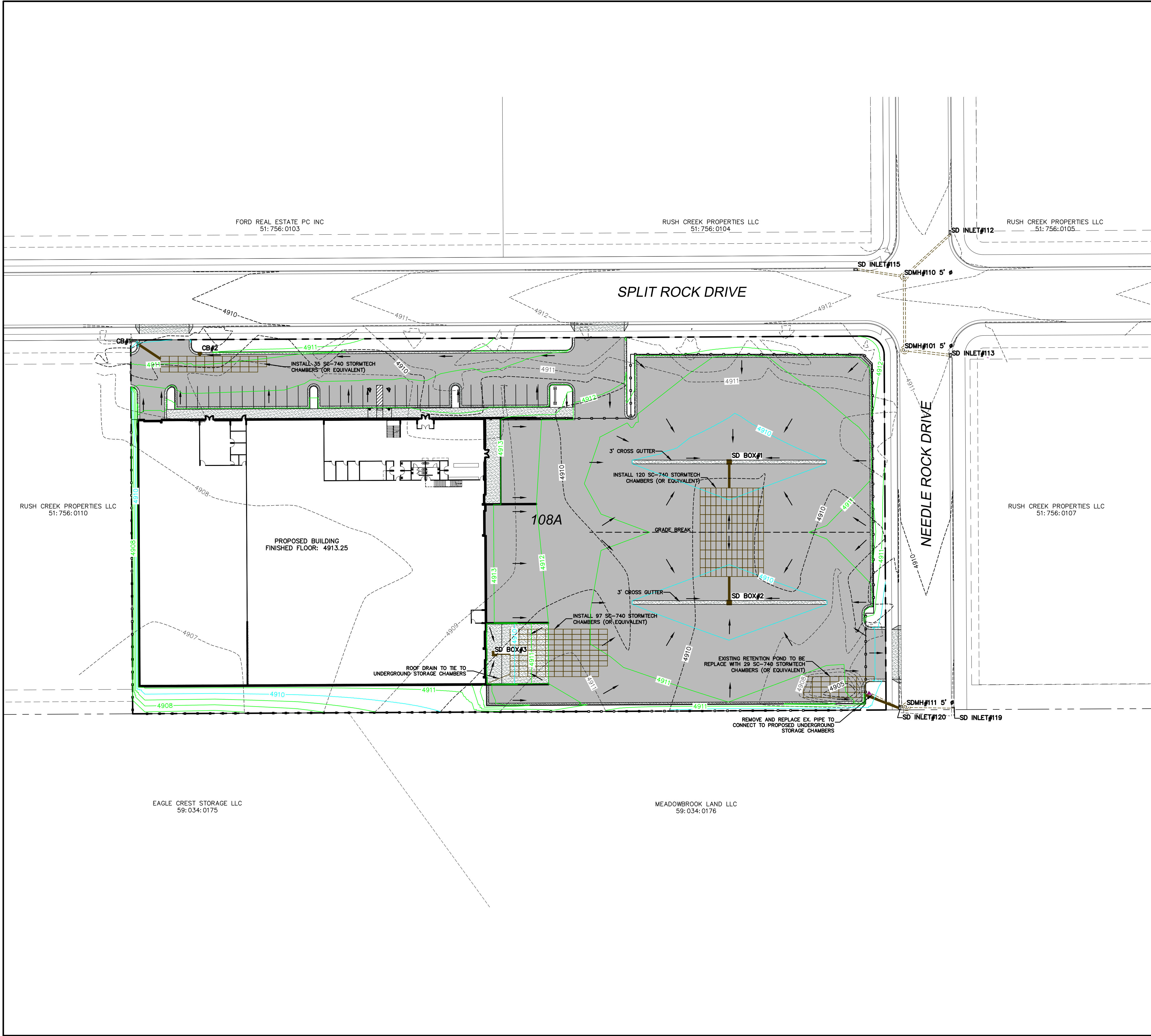
REVISIONS

NO. BY DATE

12
11
10
9
8
7
6
5
4
3
2
1

FOR CONSTRUCTION

Z:\2023\23-041 EAGLE MOUNTAIN BRADFORD.CADD\PRELIMINARY\04-EXISTING TOPOGRAPHY.DWG



LEGEND

	EXISTING POWER POLE
	PROPOSED STREET LIGHT
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING STREET LIGHT
	EXISTING SIGN
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPERTY BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY LINE
	LOT LINE
	SECTION LINE
	EASEMENT
	EXISTING DEED LINE
	EDGE OF PAVEMENT
	EXISTING OVER HEAD POWER
	EXISTING FENCE LINE
	EXISTING SANITARY SEWER W/MANHOLE
	EXISTING STORM DRAIN W/MH
	EXISTING WATER
	EXISTING PRESSURIZED IRRIGATION
	PROPOSED SEWER
	PROPOSED STORM DRAIN
	PROPOSED CULINARY WATER
	PROPOSED PRESSURIZED IRRIGATION (PURPLE PVC)
	PROPOSED ASPHALT
	PROPOSED CONCRETE/CURB & GUTTER

NORTH

0 20 40 80 120

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

SHEET NO.	
5	
REVISIONS	
NO.	DATE
12	
11	
10	
9	
8	
7	
6	
5	
4	
3	
2	
1	

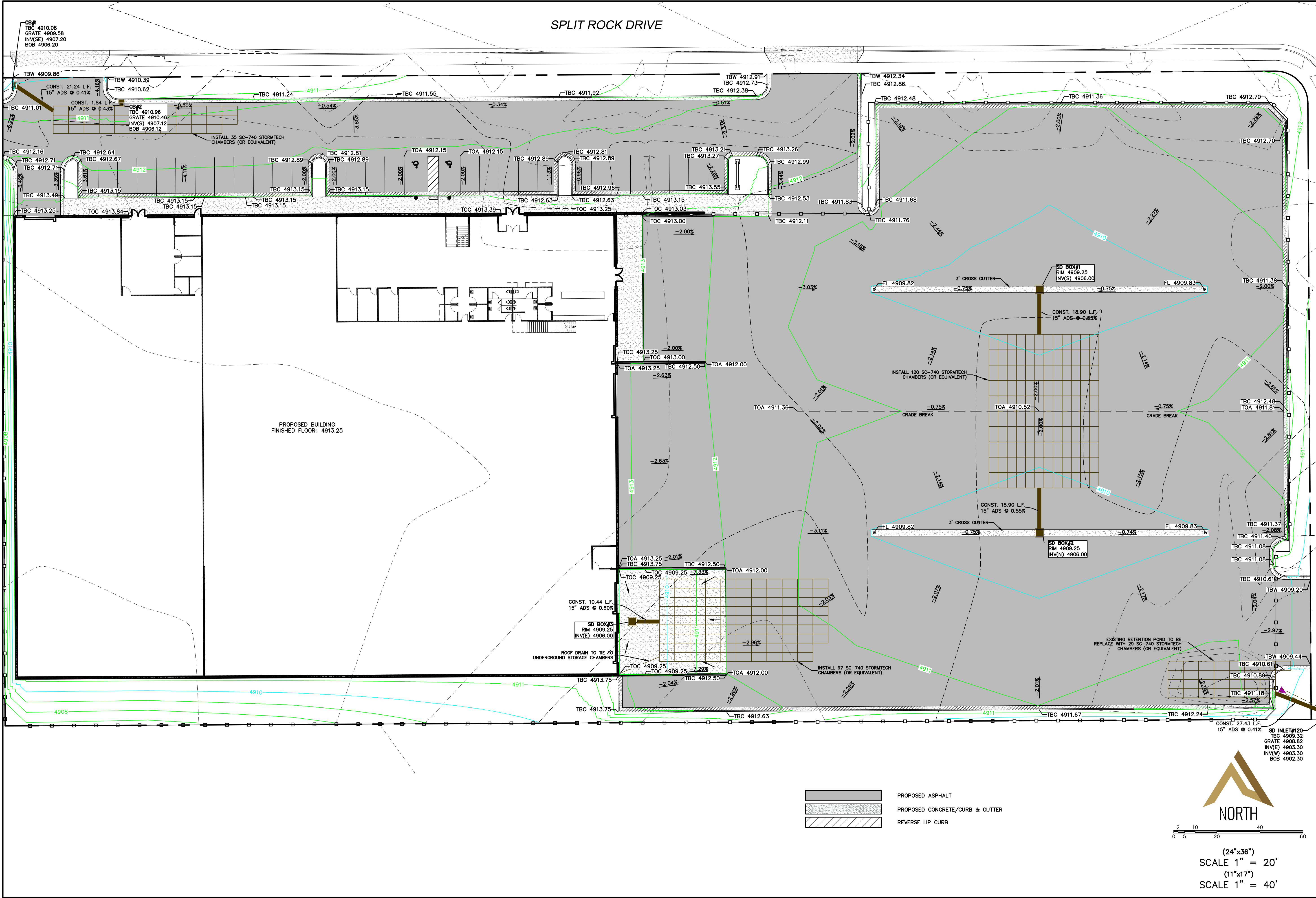
GRADING & DRAINAGE PLAN	BRADFORD MOUNTAINLAND SUPPLY

FOR CONSTRUCTION

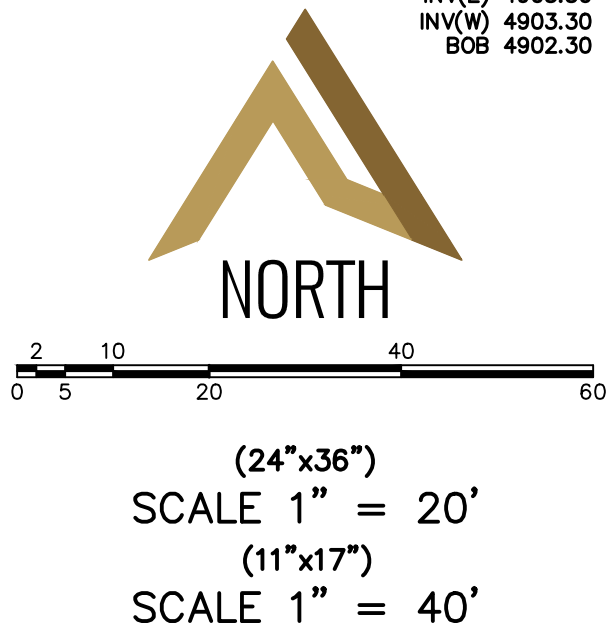
BRADFORD MOUNTAINLAND
SUPPLY

ATLAS ENGINEERING
CIVIL STRUCTURAL SURVEY

PROJECT: 2023-041 EAGLE MOUNTAIN BRADFORD CADD\PRELIMINARY\05-GRADING & DRAINAGE.DWG



- PROPOSED ASPHALT
- PROPOSED CONCRETE/CURB & GUTTER
- REVERSE LIP CURB



(24"x36")
SCALE 1" = 20'
(11"x17")
SCALE 1" = 40'

BRADFORD MOUNTAINLAND SUPPLY



TBC PLAN

NO.	REVISIONS	DATE	BY
12			
11			
10			
9			
8			
7			
6			
5			
4			
3			
2			
1			

SHEET NO.

7

FOR CONSTRUCTION



NOTE:
FOLLOW RECOMMENDATIONS FROM GEOTECHNICAL STUDY
JOB NO. 1215-001-23 DATED OCTOBER 19, 2023 BY
GORDON GEOTECHNICAL ENGINEERING, INC.

TECHNICAL INFORMATION: RhinoRock Fence Panel		
Dimension of Panel	182 cm x 259 cm	72"x102"
Weight of Panel	105 Kg	230 lbs
Weight per area	21.5kg/m ²	4.9lbs/ft ²
Thickness of Panel	115mm	4.5"
EPS Foam Core thickness	63-95mm	2.5-3.75"
Glass fiber reinforced concrete shell thickness	9mm	5/16"
% glass fiber by volume	4-4.50%	
Compressive Strength of proprietary concrete mix design	4x10 ⁷ N/m ²	5800 psi
Ultimate tensile strength of glass fiber reinforced concrete	9.6x10 ⁶ - 1.4x10 ⁷ N/m ²	1400-2100 psi
Wind load capacity of panel	225 km/h	140mph with 1.6 safety factor
axial load capacity of panel	1644 kg/lineal meter	1100 lbs/lineal foot
moisture absorption of EPS foam core by total immersion	<4%	
Combustibility of glass fiber reinforced concrete shell	Non-combustible	
Freeze/thaw performance	200 freeze thaw cycles with no damage	
Derby, fungus, or mushroom attack	none	
Termite food source	none	

Table 1- Acceptable Fill Materials

Material Location	Description	AASHTO M43 Designation ¹	Compaction/Density Requirement
D Final Fill: Fill Material for layer 'D' starts from the top of the 'C' layer to the bottom of flexible pavement or unpaved finished grade above. Note that the pavement subbase may be part of the 'D' layer.	Any soil/rock materials, native soils or per engineer's plans. Check plans for pavement subgrade requirements.	N/A	Prepare per site design engineer's plans. Paved installations may have stringent material and preparation requirements.
C Initial Fill: Fill Material for layer 'C' starts from the top of the embedment stone ('B' layer) to 18" (450 mm) above the top of the chamber. Note that pavement subbase may be part of the 'C' layer.	Granular well-graded soil/aggregate mixtures, <35% fines or processed aggregate. Most pavement subbase materials can be used in lieu of this layer.	AASHTO M45 A-1, A-2-4, A-3 or AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	Begin compaction after min. 12" (300 mm) of material over the chambers is reached. Compact additional layers in 6" (150 mm) max. lifts to a min. 95% Proctor density for well-graded material and 95% relative density for processed aggregate materials. Roller gross vehicle weight not to exceed 12,000 lbs (53 kN). Dynamic force not to exceed 20,000 lbs (89 kN)
B Embedment Stone: Embedment Stone surrounding chambers from the foundation stone to the 'C' layer above.	Clean, crushed, angular stone	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	No compaction required.
A Foundation Stone: Foundation Stone below the chambers from the subgrade up to the foot (bottom) of the chamber.	Clean, crushed, angular stone,	AASHTO M43 ¹ 3, 357, 4, 467, 5, 56, 57	Place and compact in 6" (150 mm) lifts using two full coverages with a vibratory compactor. ^{2,3}

Please Note:

1. The listed AASHTO designations are for gradations only. The stone must also be clean, crushed, angular. For example, a specification for #4 stone would state: "clean, crushed, angular no. 4 (AASHTO M43) stone".
2. StormTech compaction requirements are met for 'A' location materials when placed and compacted in 6" (150 mm) (max) lifts using two full coverages with a vibratory compactor.
3. Where infiltration surfaces may be comprised by compaction, for standard installations and standard design load conditions, a flat surface may be achieved by raking or dragging without compaction equipment. For special load designs, contact StormTech for compaction requirements.

Figure 2 - Fill Material Locations

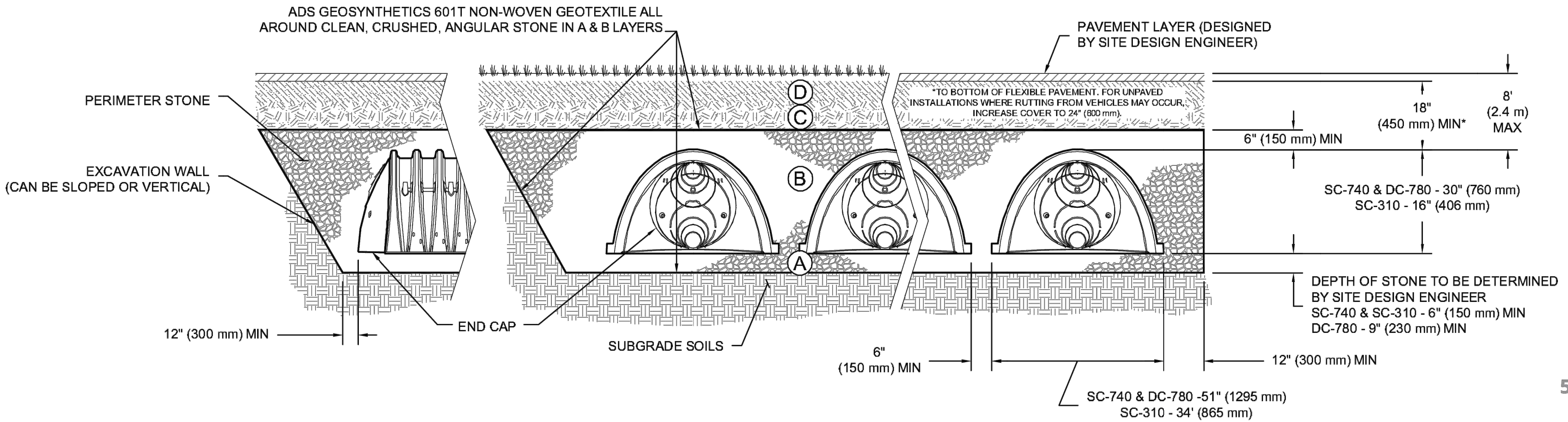
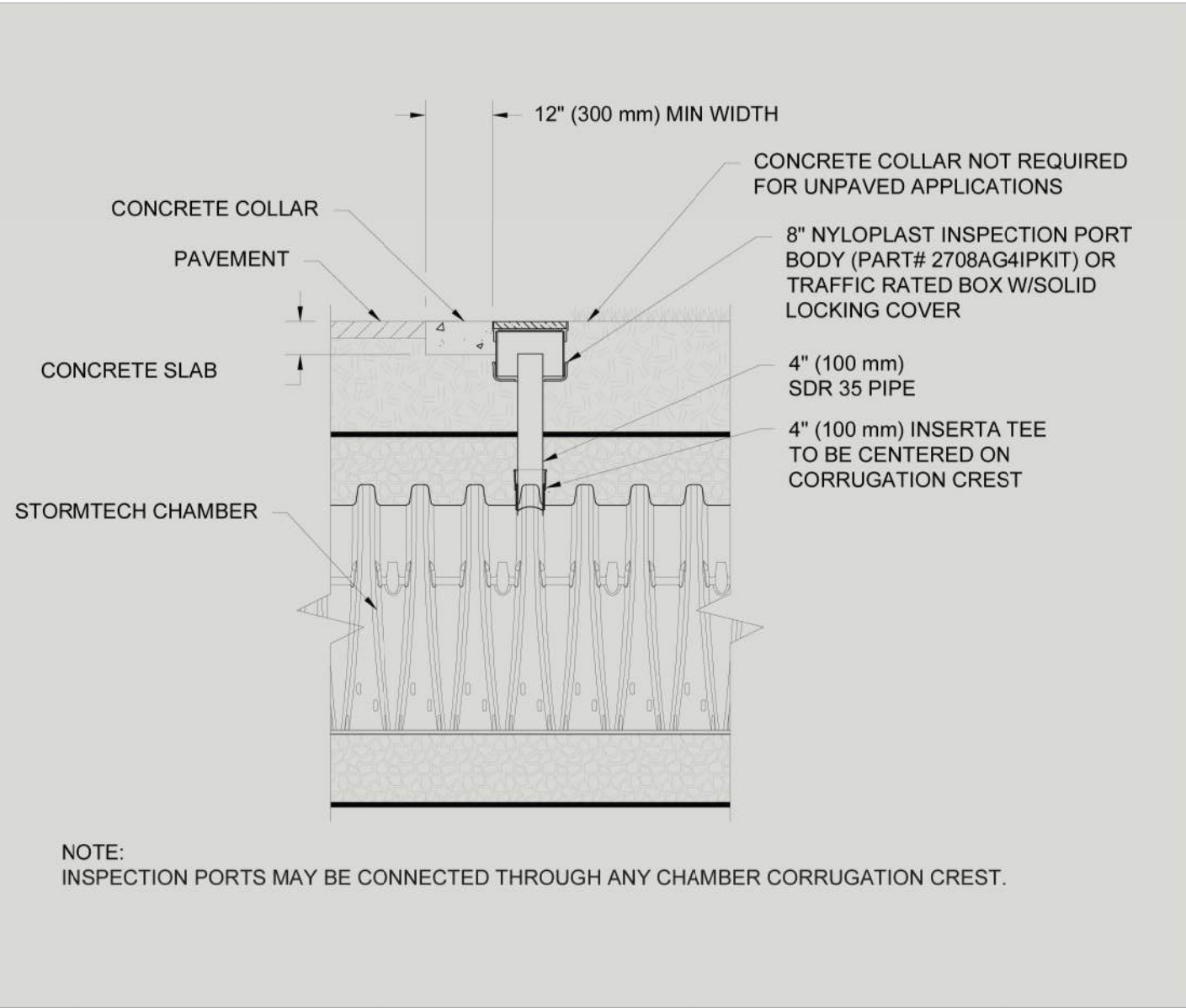


Figure 1- Inspection Port Detail



BMP: Concrete Waste ManagementCWM



OBJECTIVES

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

DESCRIPTION:

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

APPLICATIONS:

This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:

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

LIMITATIONS:

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

MAINTENANCE:

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

TARGETED POLLUTANTS

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

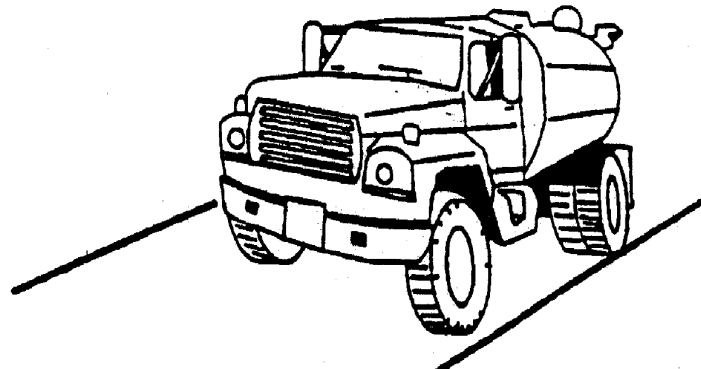
IMPLEMENTATION REQUIREMENTS

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

High Medium Low

Adapted from Salt Lake County BMP Fact Sheet

BMP: Dust ControlsDC



OBJECTIVES

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

DESCRIPTION:

Dust control measures are used to stabilize soil from wind erosion, and reduce dust by construction activities.

APPLICATION:

Dust control is useful in any process area, loading and unloading area, material handling areas, and transfer areas where dust is generated. Street sweeping is limited to areas that are paved.

INSTALLATION/APPLICATION CRITERIA:

- Two kinds of street sweepers are common: brush and vacuum. Vacuum sweepers are more efficient and work best when the area is dry.
- Mechanical equipment should be operated according to the manufacturers' recommendations and should be inspected regularly.
- Water may be sprayed on the ground surface to moisten dry soils, making it less susceptible to wind erosion.

LIMITATIONS:

- Street sweeping is labor and equipment intensive and may not be effective for all pollutants.
- Water sprayed from water trucks must be done at a rate such that the water is absorbed in the soil; if excessive amounts of water are used, it may run off, carrying soil with it.

MAINTENANCE:

If excess water results from water spraying, dust-contaminated waters should not be allowed to run off site. Areas may need to be resprayed to keep dust from spreading.

TARGETED POLLUTANTS

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

IMPLEMENTATION REQUIREMENTS

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

High Medium Low

Adapted from Salt Lake County BMP Fact Sheet

BMP: Grading PracticesGP



OBJECTIVES

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

DESCRIPTION:

Control soil erosion by minimizing the exposure of bare soil to erosive forces. This is done by

- limiting the amount of land disturbed at one time in preparation for construction
- limiting the amount of time between the disturbance of soil and protection or stabilization of disturbed soils, and
- using grading practices to protect exposed soils susceptible to storm water runoff.

Related practices include construction sequencing, preservation of existing vegetation, erosion control practices and sediment control practices.

APPROACH:

- Limit the area of disturbance to those areas requiring grading. This preserves existing vegetation and reduces the vulnerability of soil to erosion.
- Based on erosion potential and sediment control measures on the site, establish what areas are to be graded at one time.
- An undisturbed buffer zone containing vegetation at the lowest elevation of a construction site can reduce the transport of sediment off site.
- Initiate soil protection measures during the course of work to minimize the length of time soil is exposed to erosive forces.
- Conduct work in stages so that construction or soil stabilization occurs promptly after disturbance of soil.
- Establish a schedule governing the stabilization of disturbed slopes, both in terms of passage of time since commencement and completion of disturbance and in terms of planting season.
- Leaving the surface of the disturbed soil graded in a roughened condition (not smooth) can reduce the quantity and velocity of storm water runoff.
- Prevent storm water runoff from running onto steep slopes from above.
- Avoid long, steep cut or fill slopes that allow runoff water of sufficient quantity or velocity to cut into and erode the slope.

LIMITATIONS:

- The specific approach to grading on a particular site depends on the conditions of the site and surrounding land; engineering judgment is required to design the approach best suited for each site.

MAINTENANCE:

- Practices may need to vary from the approved plan if erosion problems appear when storm water runoff occurs.

TARGETED POLLUTANTS

- Sediment
- Nutrients
- Heavy Metals
- Toxic Materials
- Oxygen Demanding Substances
- Oil & Grease
- Floatable Materials
- Bacteria & Viruses

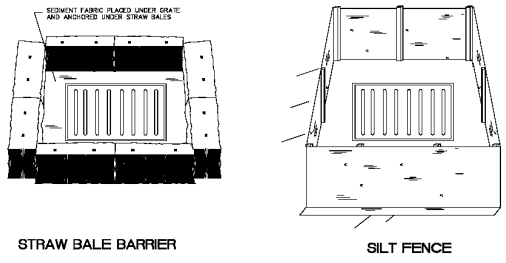
IMPLEMENTATION REQUIREMENTS

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

High Medium Low

Adapted from Salt Lake County BMP Fact Sheet

BMP: Inlet Protection - Silt Fence or Straw BaleIPS



OBJECTIVES

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

DESCRIPTION:

Sediment barrier erected around storm drain inlet.

APPLICATION:

Construct at storm drainage inlets located downgradient of areas to be disturbed by construction (for inlets in paved areas see other information sheets for inlet protection).

INSTALLATION/APPLICATION CRITERIA:

- Provide upgradient sediment controls, such as silt fence during construction of inlet.
- When construction of inlet is complete, erect straw bale barrier or silt fence surrounding perimeter of inlet. Follow instructions and guidelines on individual BMP information sheets for straw bale barrier and silt fence construction.

LIMITATIONS:

- Recommended maximum contributing drainage area of one acre.
- Limited to inlets located in open unpaved areas.
- Requires shallow slopes adjacent to inlet.

MAINTENANCE:

- Inspect inlet protection following storm event and at a minimum of once monthly.
- Remove accumulated sediment when it reaches 4-inches in depth.
- Repair or realign barrier/fence as needed.
- Look for bypassing or undercutting and recompact soil around barrier/fence as required.

TARGETED POLLUTANTS

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

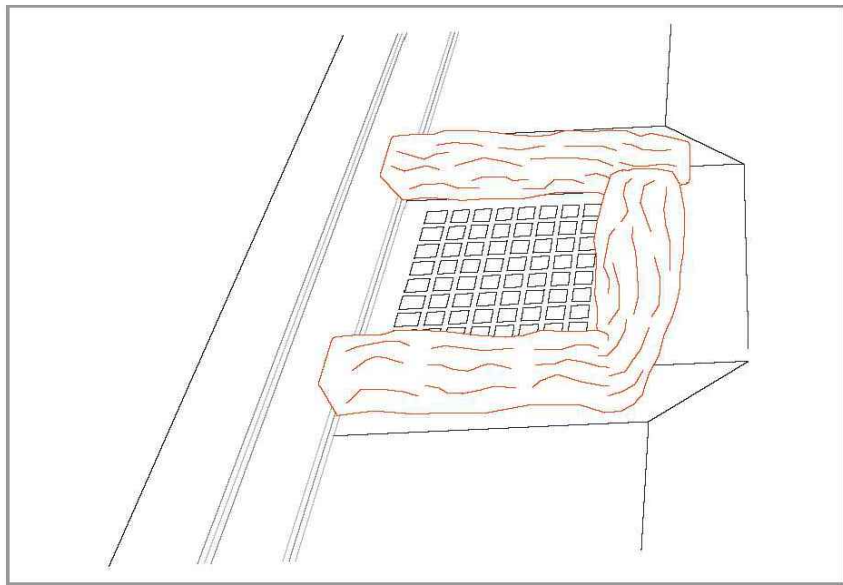
IMPLEMENTATION REQUIREMENTS

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

High Medium Low

Adapted from Salt Lake County BMP Fact Sheet

BMP: Inlet Protection – WattleIP-WCONSTRUCTION



DESCRIPTION:

Sediment barrier erected around storm drain inlet.

APPLICATION:

Construct at storm drainage inlets located down-gradient of areas to be disturbed by construction.

INSTALLATION/APPLICATION CRITERIA:

- Provide up-gradient sediment controls, such as silt fence during construction of inlet
- When construction of curb and gutter and roadways is complete, install gravel filled wattles around perimeter of inlet

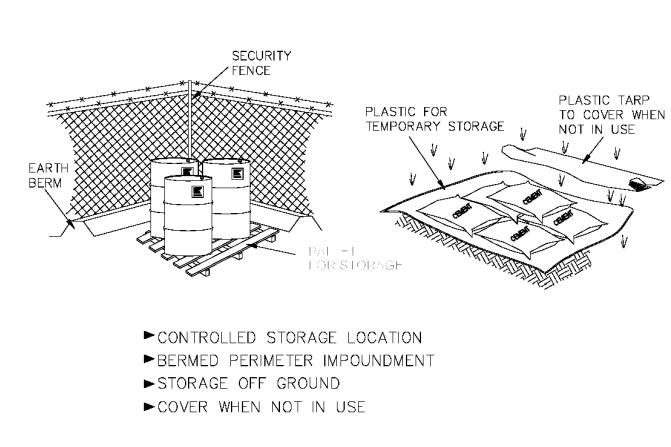
LIMITATIONS:

- Recommended maximum contributing drainage area of one acre
- Requires shallow slopes adjacent to inlet

MAINTENANCE:

- Inspect inlet protection following storm event and at a minimum of once every 14 days.
- Remove accumulated sediment when it reaches 4 inches in depth.
- Look for bypassing or undercutting and repair or realign as needed.

BMP: Materials StorageMS



OBJECTIVES

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

DESCRIPTION:

Controlled storage of on-site materials.

APPLICATION:

- Storage of hazardous, toxic, and all chemical substances.
- Any construction site with outside storage of materials.

INSTALLATION/APPLICATION CRITERIA:

- Designate a secured area with limited access as the storage location. Ensure no waterways or drainage paths are nearby.
- Construct compacted earthen berm (See Earth Berm Barrier Information Sheet), or similar perimeter containment around storage location for impoundment in the case of spills.
- Ensure all on-site personnel utilize designated storage area. Do not store excessive amounts of material that will not be utilized on site.
- For active use of materials away from the storage area ensure materials are not set directly on the ground and are covered when not in use. Protect storm drainage during use.

LIMITATIONS:

- Does not prevent contamination due to mishandling of products.
- Spill Prevention and Response Plan still required.
- Only effective if materials are actively stored in controlled location.

MAINTENANCE:

- Inspect daily and repair any damage to perimeter impoundment or security fencing.
- Verify that materials are being correctly stored (i.e. standing upright, in labeled containers, tightly capped) and that no materials are being stored away from the designated location.

TARGETED POLLUTANTS

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

IMPLEMENTATION REQUIREMENTS

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

High Medium Low

Adapted from Salt Lake City BMP Fact Sheet

BRADFORD MOUNTAINLAND SUPPLY

ATLAS ENGINEERING
CIVIL STRUCTURAL SURVEY

BRADFORD MOUNTAIN
BRADFORD/CADD/PRELIMINARY/BMP-01.DWG

BEST MANAGEMENT PRACTICES

FRAGILE MOUNTAIN, UTAH
FOR CONSTRUCTION

SHEET NO. BMP-01

12 11 10 9 8 7 6 5 4 3 2 1 NO

REVISIONS

BY DATE

1

27



Good Housekeeping/Materials Management

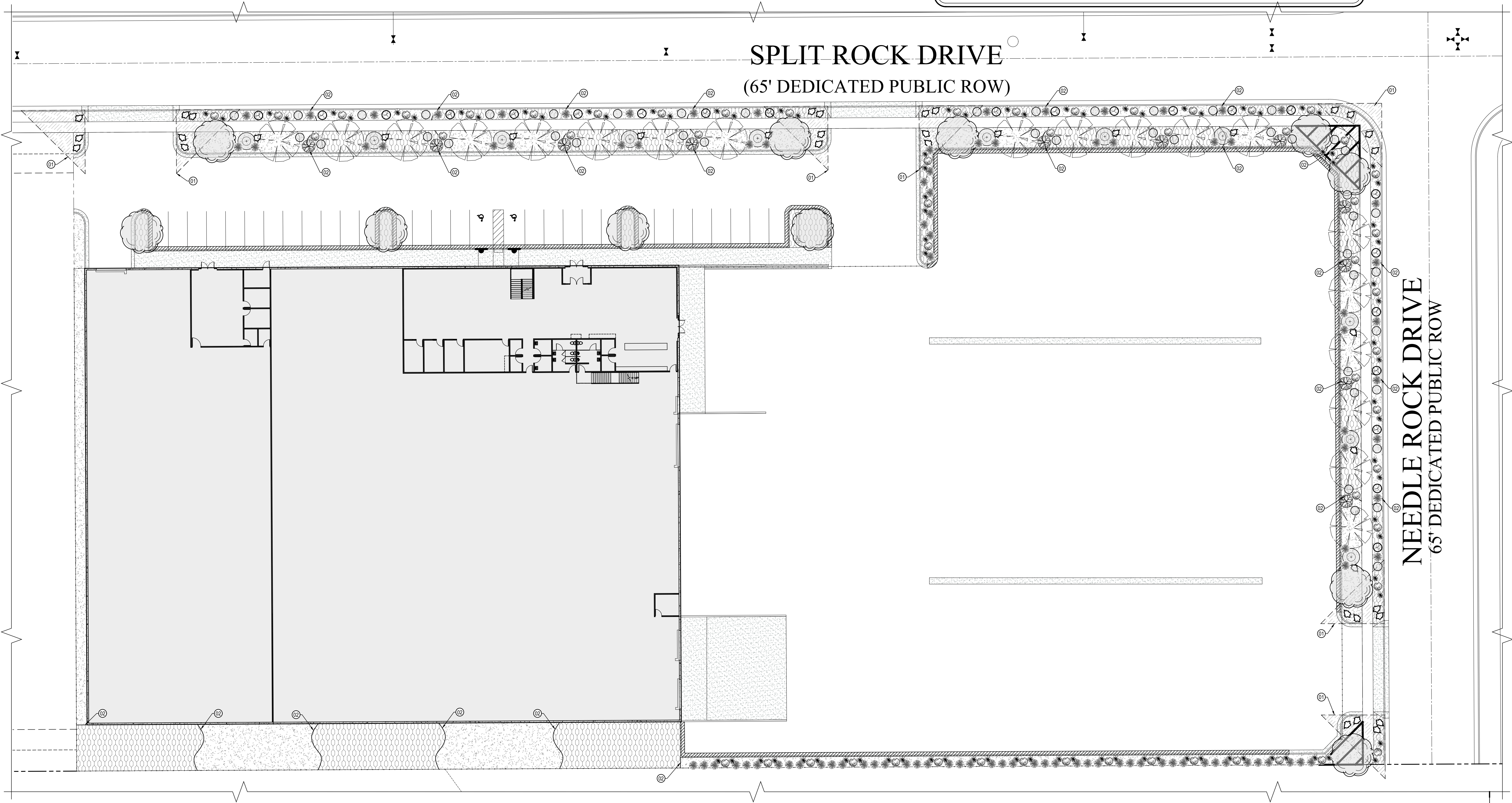
EPA 833-F-11-006
February 2012

☐ High
 ☒ Medium
 ☐ Low

☐ High ☒ Medium ☐ Low

\\203\23-041 EAGLE MOUNTAIN BRADFORD\CADD\PRELIMINARY\BMP-01.DWG

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT.



SURFACE AREAS

PERVIOUS AREA	AREA (SQ. FT.)	AREA (ACRE)	% OF SITE
LANDSCAPED AREA (GRASS)	- SQ. FT.	0.000 AC.	0.00 %
ROCKSCAPED AREA (WITH PLANTS)	10143 SQ. FT.	0.233 AC.	5.57 %
ROCKSCAPED AREA	7385 SQ. FT.	0.170 AC.	4.05 %
TOTAL PERVIOUS AREA	17,528 SQ. FT.	0.402 AC.	9.62 %

IMPERVIOUS AREA	AREA (SQ. FT.)	AREA (ACRE)	% OF SITE
BUILDING ROOF AREA	60,191.00 SQ. FT.	1.382 AC.	33.04 %
HARDSCAPE AREA (ASPHALT, CONCRETE)	104,480 SQ. FT.	2.399 AC.	57.34 %
TOTAL IMPERVIOUS AREA	164,671 SQ. FT.	3.780 AC.	90.38 %

TOTAL SITE AREA	182,199 SQ. FT.	4.183 AC.	100 %
-----------------	-----------------	-----------	-------

TOPSOIL NOTE

EXCAVATION CONTRACTOR PROVIDE AND PLACE TOPSOIL TO THE FOLLOWING DEPTHS:
- 12" MINIMUM AT PLANTED ROCKSCAPED AREAS
EXCAVATION CONTRACTOR TO SPREAD TOPSOIL AFTER SPRINKLER SYSTEM TRENCHING HAS BEEN COMPLETED. THIS IS TO BE COORDINATED WITH THE GENERAL CONTRACTOR.

PLANT SCHEDULE

KEY	SCIENTIFIC NAME	COMMON NAME	QUANTITY	SIZE	REMARKS
1	Malus x "Spring Snow"	Spring Snow Crabapple	11	2"	Drought Tolerant Green - White 25' x 20'w
2	Acer ginnala "Flame"	Flame Amur Maple	19	2"	Drought Tolerant Green - Red 20' x 20'w
3	Juniperus squamata "Blue Star"	Blue Star Juniper	22	2 GAL.	Drought Tolerant Green - Blue 5'1 x 4'w
4	Prunus cistena	Purpleleaf Sandcherry	11	3 GAL.	Purple - White 8'1 x 8'w
5	Pinus mugo "Slowmound"	Slowmound Mugo Pine	46	2 GAL.	Drought Tolerant Evergreen 3'1 x 4'w
6	Caryopteris x clandonensis "Blue Mist"	Blue Mist Spirea	56	2 GAL.	Drought Tolerant Evergreen 5'1 x 4'w
7	Rhus armoistica "Gro-Low"	Gro-Low Sumac	11	1 GAL.	Drought Tolerant Green - Red 5'1 x 6'w
8	Yucca filamentosa "Ivory Tower"	Ivory Tower Yucca	91	1 GAL.	Drought Tolerant GREEN - WHITE 5'1 x 3'w
9	Calamagrostis x acutiflora "Karl Foerster"	Karl Foerster Feather Reed Grass	97	1 GAL.	Drought Tolerant GREEN - GOLDEN 5'1 x 2'w

LANDSCAPE ROCK "TYPE 1" (SEE DESCRIPTION BELOW) OVER 2 LAYERS OF COMMERCIAL WEED BARRIER
WASATCH SOUTHTOWN COBBLE ROCK (TAN / PINK / ORANGE)

LANDSCAPE ROCK "TYPE 2" (SEE DESCRIPTION BELOW) OVER 2 LAYERS OF COMMERCIAL WEED BARRIER
WASATCH SOUTHTOWN COBBLE ROCK (TAN / PINK / ORANGE)

LARGE LANDSCAPE BOULDERS 2' & 3' SIZES (COLOR AND TYPE TO BE AS SELECTED BY OWNER)
QUANTITY 38

LANDSCAPE ROCK NOTES "TYPE 1":
(4" MIN. DEPTH)
ROCK TO BE VOID OF CRUSHER FINES
30% - 4"
70% - 3"

LANDSCAPE ROCK NOTES "TYPE 2":
(4" MIN. DEPTH)
ROCK TO BE VOID OF CRUSHER FINES
30% - 1"
70% - 2"

SHEET NOTES:

- 01 - 30'-0" X 30'-0" CLEAR VISION TRIANGLE.
02 - 4" STEEL EDGING.

GENERAL NOTES:

- A - TREES TO BE INSTALLED AS PER INDUSTRY STANDARD. SEE DETAIL 1/L3.
B - SHRUBS TO BE INSTALLED AS PER INDUSTRY STANDARD. SEE DETAIL 10/L3.

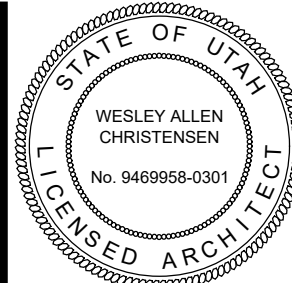
NOT FOR CONSTRUCTION

BERT BRADFORD

BRADFORD MOUNTAINLAND SUPPLY

109 SPLIT ROCK DRIVE

EAGLE MOUNTAIN, UTAH



REVISIONS:



170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM

L1

DRAWN BY: R/JW
CHECKED BY: WC
DATE: FEB. 2024
PROJECT #: XXXXXX

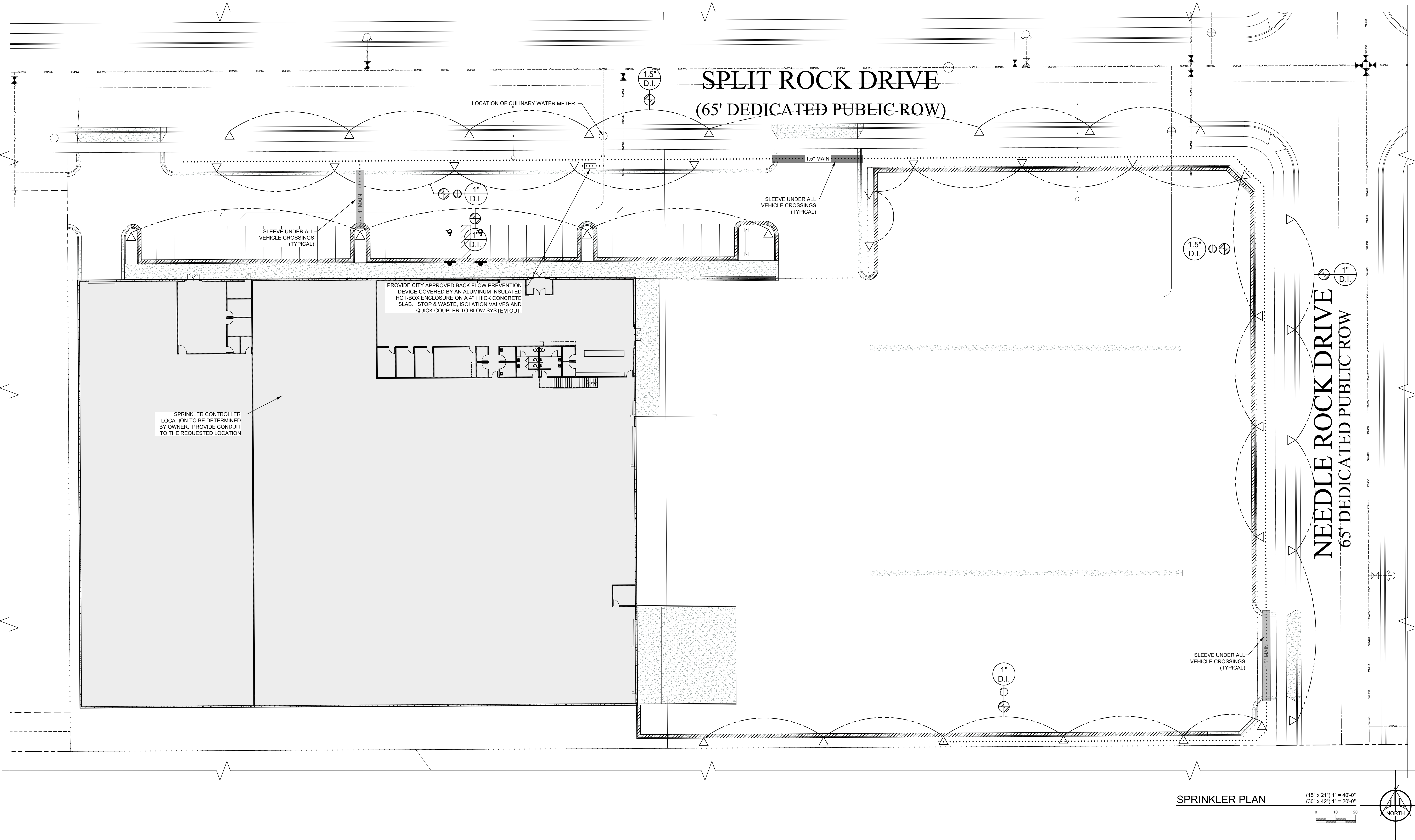
LANDSCAPE PLAN

(15' x 21") 1" = 40'-0"
(30' x 42") 1" = 20'-0"

0 10' 20'



THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT.



VALVE SCHEDULE		
SIZE	MANUF.	MODEL NUMBER
1" D.I.	RAINBIRD	XCZ-100-PBR-COM
1.5" D.I.	RAINBIRD	XCZ-150-PBR-COM

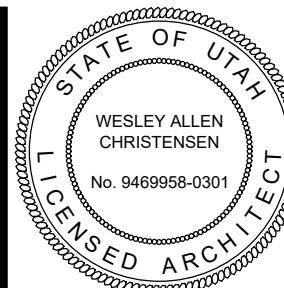
SPRINKLER HEAD LEGEND		
SYMBOL	MANUF.	MODEL NUMBER
	RAINBIRD	DRIP IRRIGATION (SEE NOTES)
	RAINBIRD	33 DRC QUICK COUPLER
	VALVE GROUP AREA	
	ELECTRIC VALVE (SEE VALVE SCHEDULE)	

NOZZLE	
PSI	1.5" 33 VALVE SIZE G.P.M.

- GENERAL NOTES:**
- ENTIRE AREA TO BE BLUE STAKED PRIOR TO WORK COMMENCING**
- CULINARY WATER SYSTEM**
MAIN TO BE 1.5" SCH. SCHEDULE 40 PIPE, ALL FITTINGS ON BOTH SIDES OF VALVE ARE TO BE SCH. 80 PVC PIPE FITTINGS. MAIN LINE IS TO BE ROUTED AS SHOWN BY DOTTED LINE. MINIMUM DEPTH OF 3'-0" (OR AS PER CITY REQUIREMENTS) TO TOP OF PIPE. LANDSCAPE CONTRACTOR TO CONNECT TO CULINARY WATER LATERAL (AFTER WATER METER) AS REQUIRED. PROVIDE STOP AND WASTE, SHUT OFF VALVES AND A QUICK COUPLER AT THE POINT OF CONNECTION.
- SPRINKLER CONTROLLER**
A - RAINBIRD (WATERSENSE) ST80-2.0 120V CONTROLLER. LOCATE AS PER OWNERS REQUIREMENTS. INSTALL AS PER MANUFACTURER SPECIFICATIONS AND DETAIL 9/L3.
- PIPING, FITTINGS & TRENCHES**
A - ALL LATERAL LINES ARE TO BE SCH. 40 PVC PIPE. SIZE PIPE AS REQUIRED TO KEEP ALL POINTS ON SYSTEM UNDER 5 FPS VELOCITY. MINIMUM PIPE SIZE 1".
B - ALL PIPING IS TO BE GRADED AT A MIN. OF 1% TO DRAINS.
C - PIPE AND WIRE TRENCHING TO FOLLOW INDUSTRY STANDARDS. SEE DETAIL 5/L3.
D - PIPE SLEEVES ARE TO BE INSTALLED AS SHOWN AND ARE TO BE SCH. 40 PVC PIPE SIZED AS INDICATED. INSTALL PER INDUSTRY STANDARD. SEE DETAIL 6/L3. ALL SLEEVES ARE TO BE SIMILAR IN DEPTH AND LOCATION.
E - ALL FITTINGS ON THE MAIN LINE SIDE OF VALVES ARE TO BE SCH. 80.
F - THE OUTPUT SIDE OF EACH VALVE IS TO HAVE A SLIP FITTING. SEE DETAIL 3/L3.
G - ALL TRENCHES ARE TO BE BACKFILLED WITH CLEAN FILL (NO ROCKS) AND COMPACTED. THE TOP 6 INCHES IS TO BE FILLED WITH HEALTHY TOPSOIL.
H - OWNER IS TO INSPECT ALL OPEN TRENCHES PRIOR TO BACKFILLING.
- VALVES & VALVE BOXES**
A - GROUP HEADS INTO A VALVE AS INDICATED BY PHANTOM LINE ON DRAWING.
B - LOCATE VALVES IN BOXES NEAR THEIR RESPECTIVE LATERAL LINES AND AVOID GROUPING OF VALVES (2 VALVES MAX. PER BOX). LOCATE A MIN. OF 6" FROM CONCRETE FLATWORK.
C - ALL VALVE BOX TOPS ARE TO BE INSTALLED FLUSH WITH SURROUNDING FINISH GRADE.
D - VALVES ARE TO BE INSTALLED AS PER MANUFACTURER SPECIFICATIONS. SEE DETAIL 3/L3. SIZE AS INDICATED ON DRAWINGS. SEE VALVE SCHEDULE FOR REQUIRED MODELS.
E - SPRAY AND DRIP SYSTEM VALVES ARE TO HAVE RAINBIRD PRS-D PRESSURE REDUCERS AND ARE TO BE SET TO THE PSI INDICATED ON THE SPRINKLER VALVE DESIGNATION.
- DRIP IRRIGATION**
A - (DRIP IRRIGATION) ZONES ARE TO HAVE ALL RECOMMENDED ACCESSORIES (VALVES, FILTERS, PRESSURE REDUCERS, TUBING, EMITTERS, PIPING, FITTINGS, ETC.) AS REQUIRED TO PROVIDE THE APPROPRIATE AMOUNT OF WATER FOR EACH PLANT INDICATED PL (SEE LANDSCAPE PLAN), AS WELL AS CAPACITY FOR FUTURE ADDITIONAL PLANTINGS.
B - PROVIDE DRIP SYSTEM POP-UP VISUAL INDICATOR AT EACH DRIP IRRIGATION ZONE.
- GENERAL ITEMS**
A - AS-BUILT PLANS ARE TO BE SUBMITTED TO OWNER AFTER INSTALLATION, TESTING AND FINE TUNING.

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM

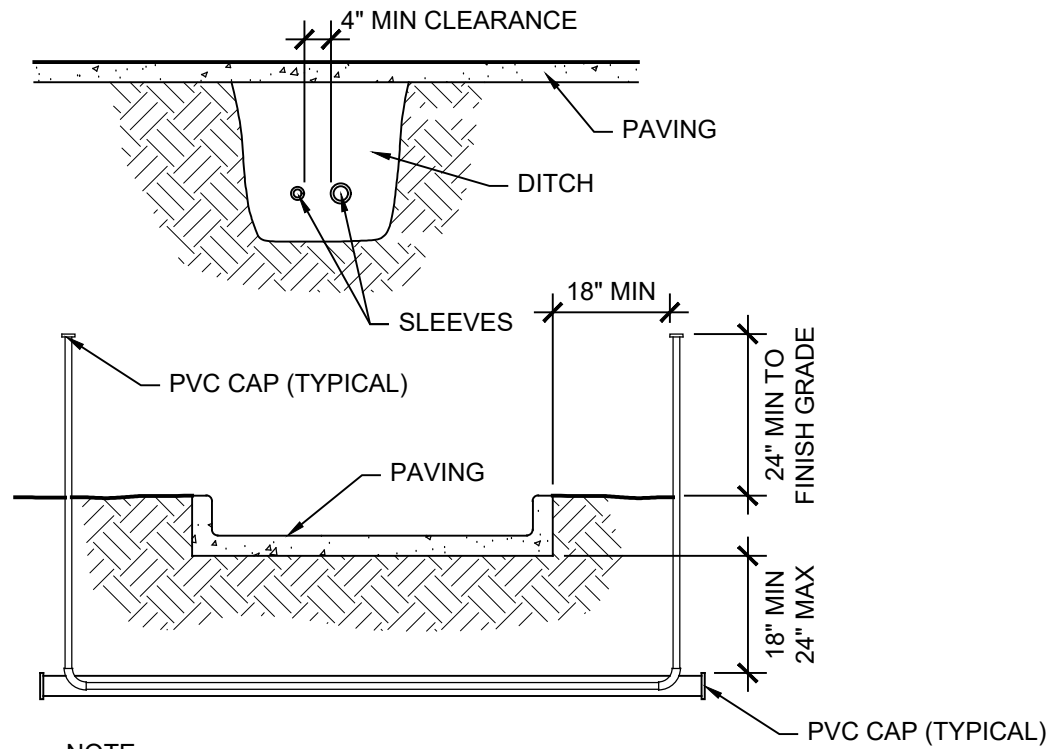


REVISIONS:

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

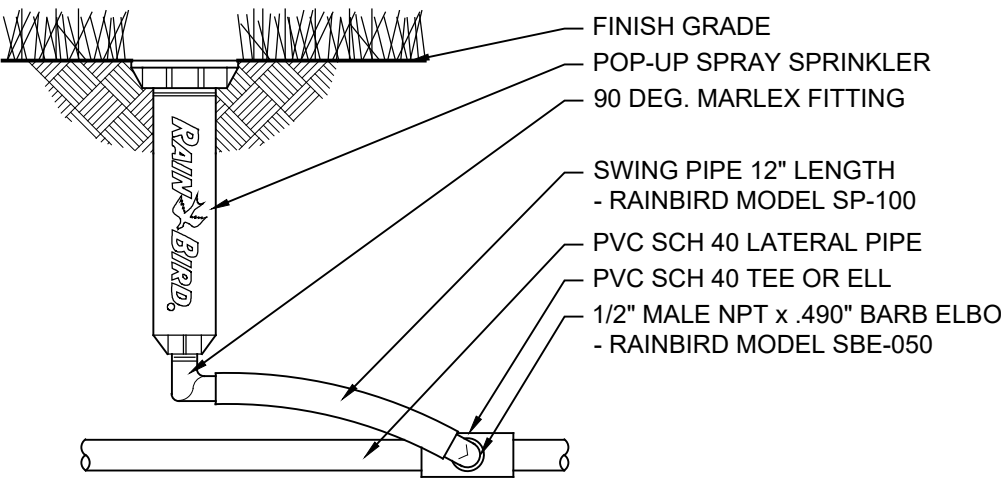
DRAWN BY: R/JW
CHECKED BY: WC
DATE: FEB. 2024
PROJECT #: XXXXXX

L2

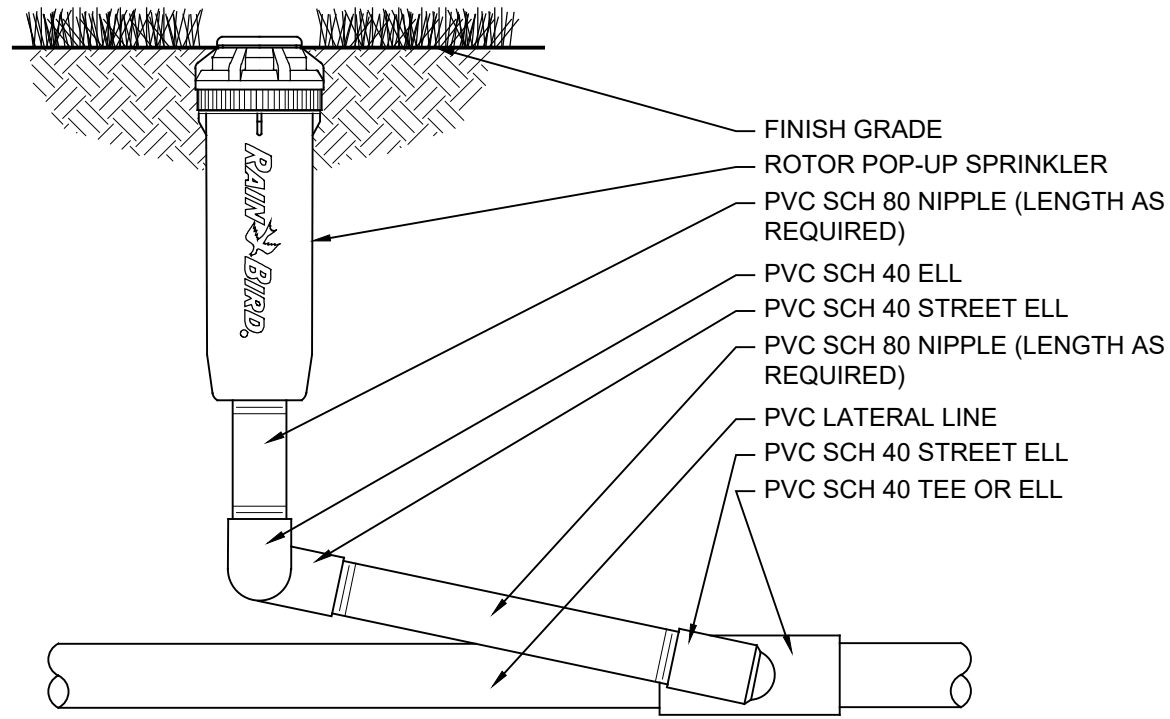


- NOTE:
1. ALL PVC IRRIGATION SLEEVES TO BE SCH 40 PIPE
 2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT
 3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24" MIN ABOVE FINISH GRADE.
 4. MECHANICALLY TAMP TO 95% PROCTOR.

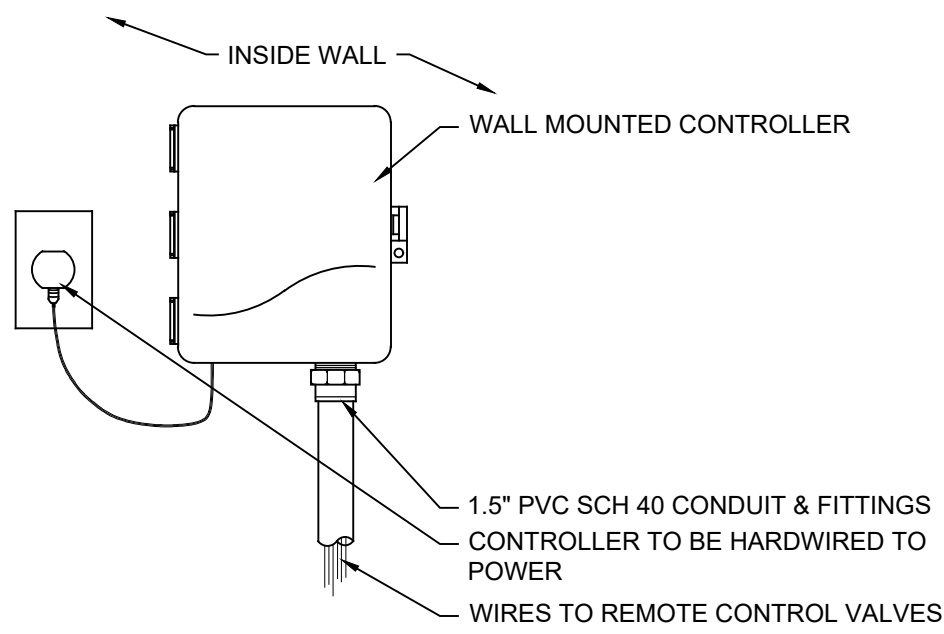
6 SLEEVING NOT TO SCALE



7 POP-UP SPRINKLER NOT TO SCALE



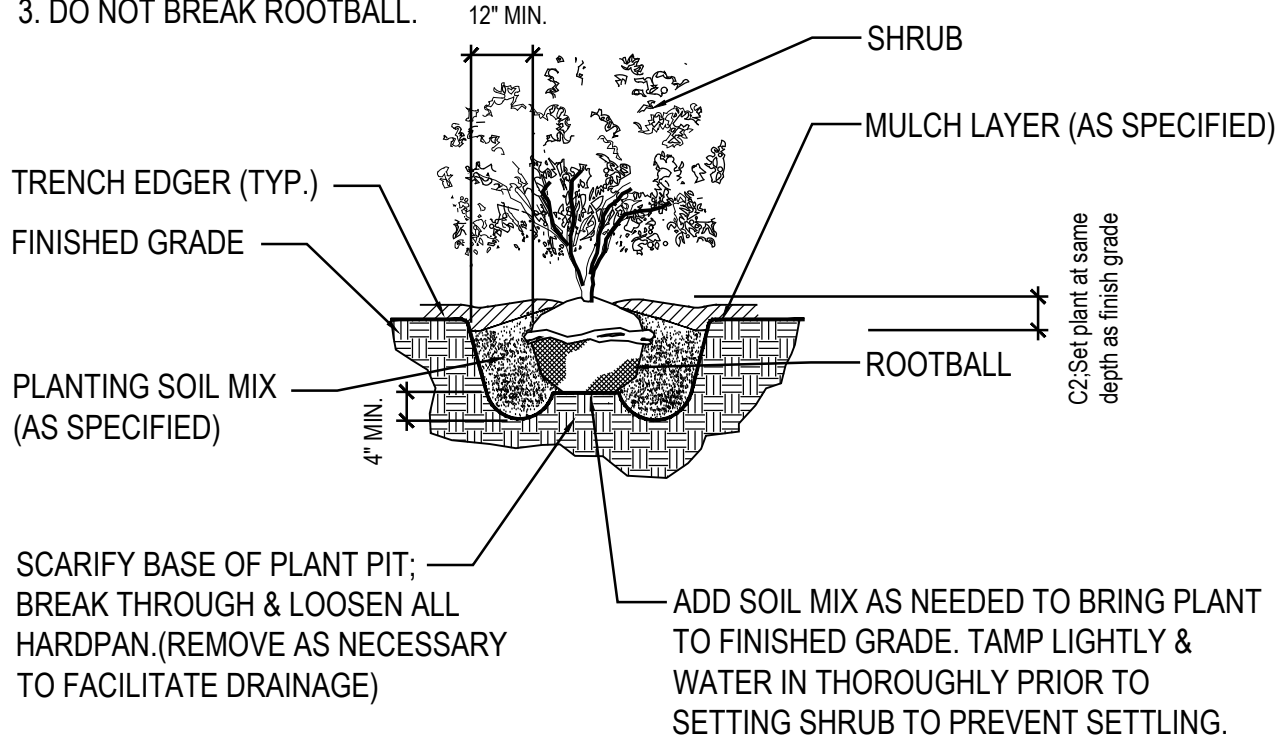
8 POP-UP SPRINKLER NOT TO SCALE



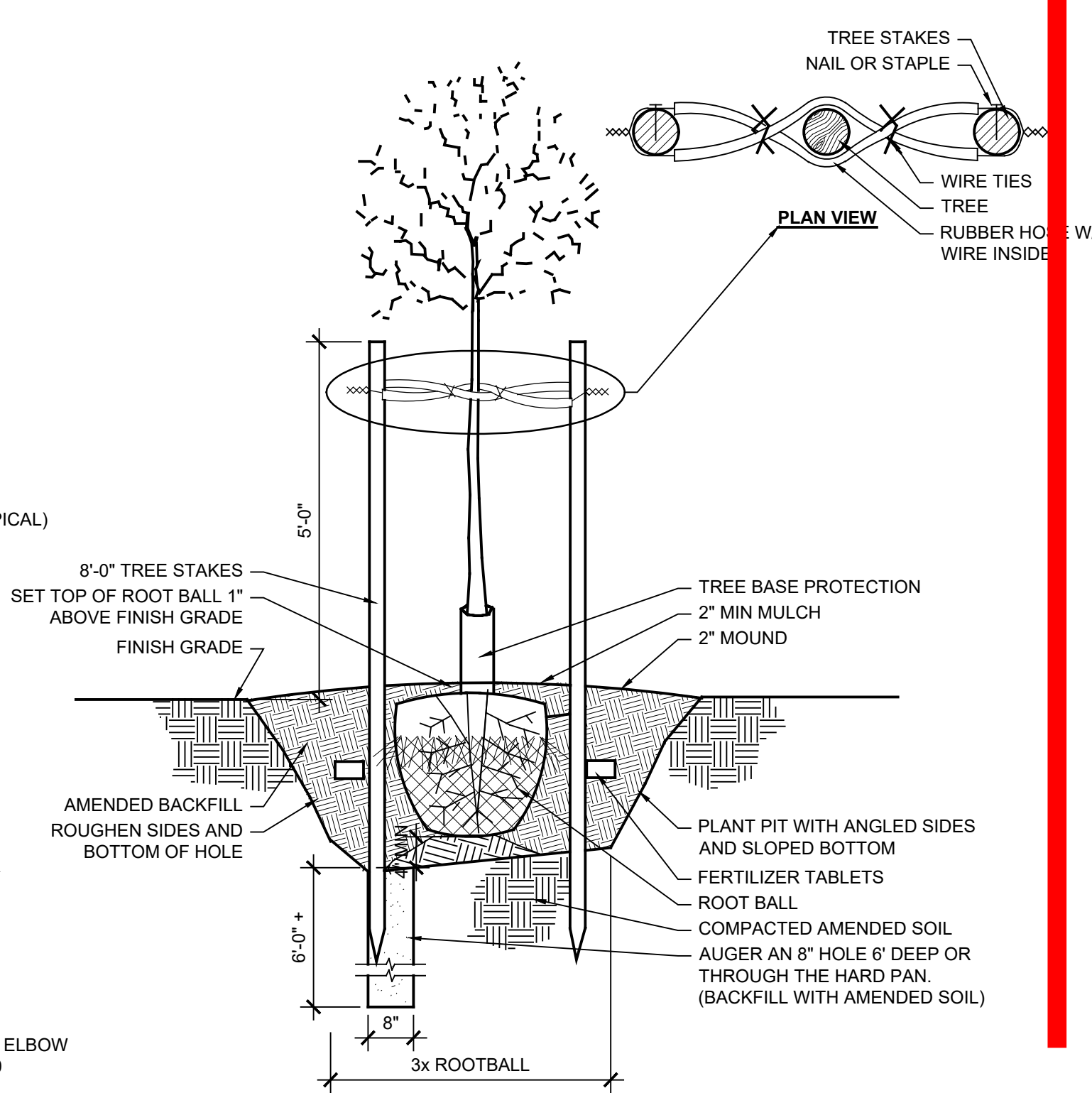
9 HYBRID CONTROLLER NOT TO SCALE

NOTES:

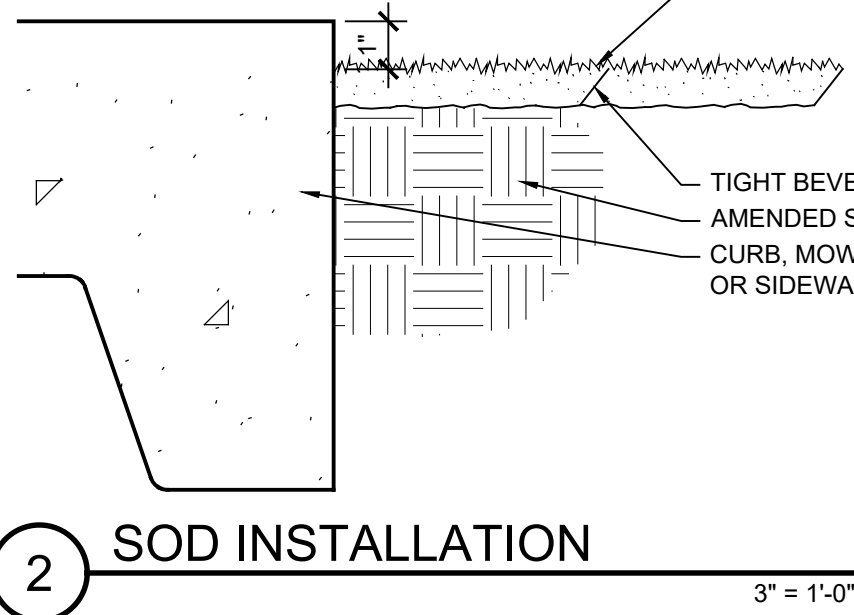
1. DO NOT ALLOW AIR POCKETS TO FORM WHILE BACKFILLING.
2. IMMEDIATELY SOAK WITH WATER.
3. DO NOT BREAK ROOTBALL.



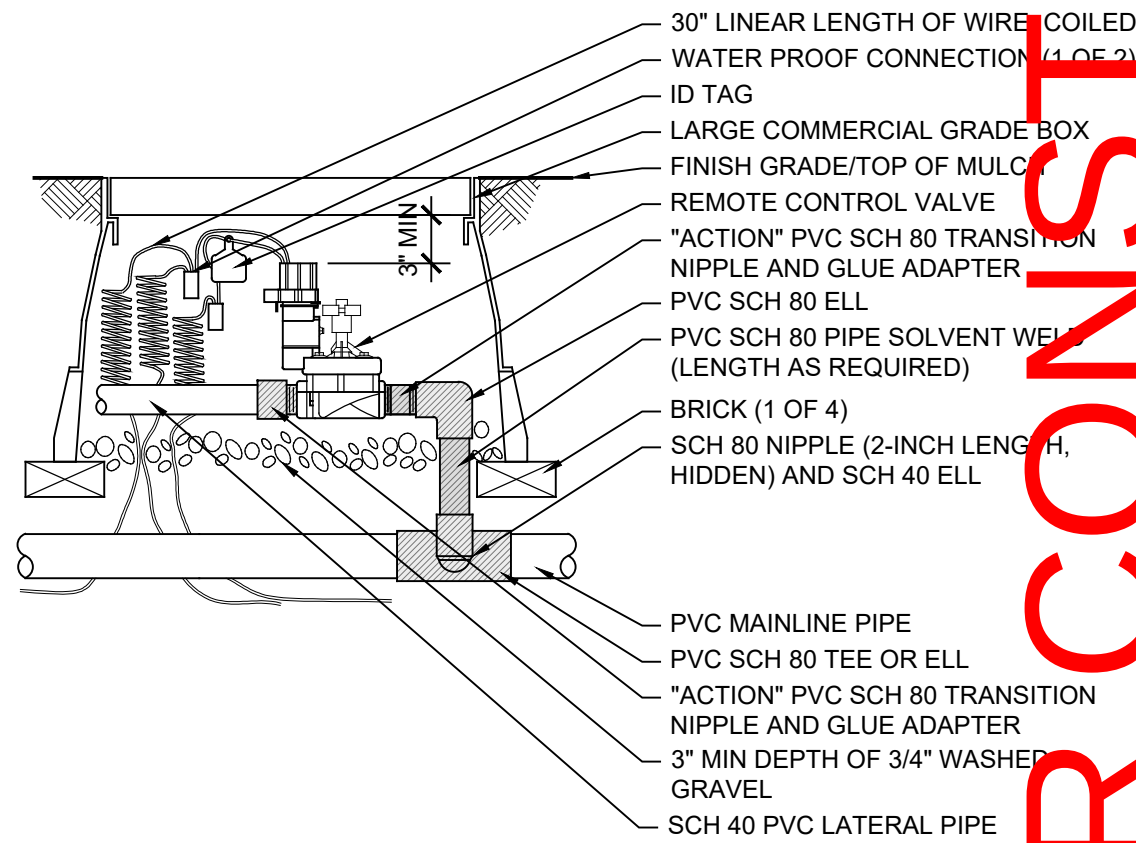
10 SHRUB PLANTING DETAIL NOT TO SCALE



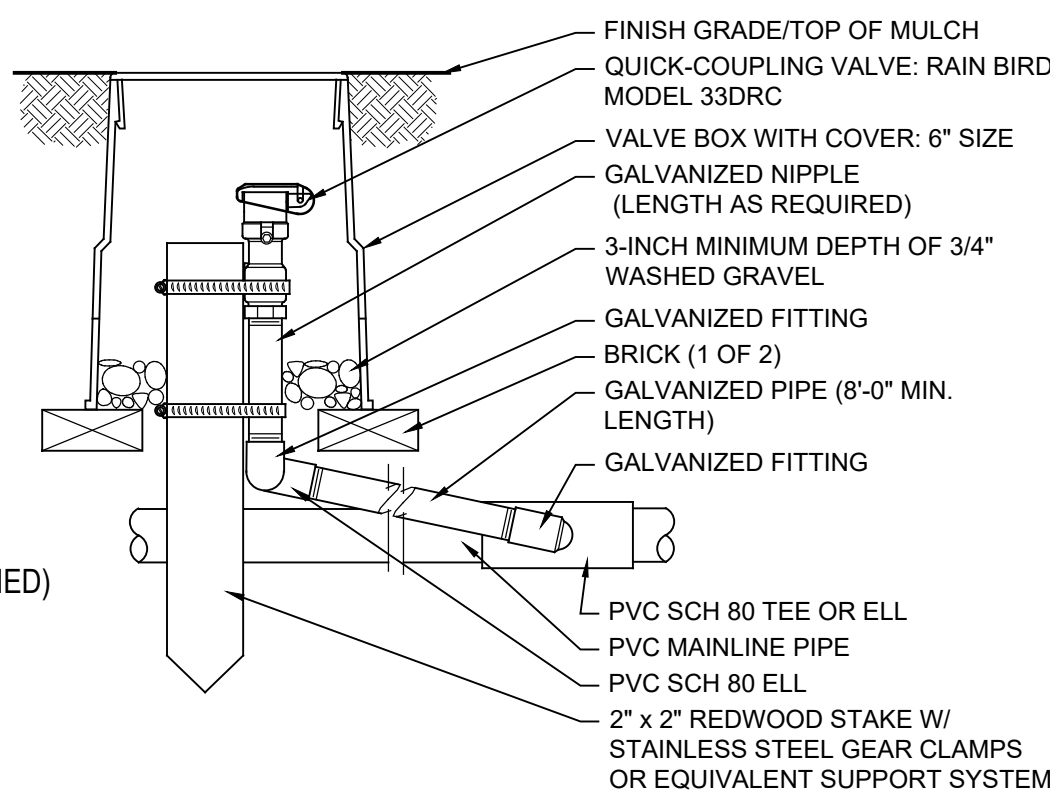
1 TREE PLANTING / STAKING NOT TO SCALE



2 SOD INSTALLATION

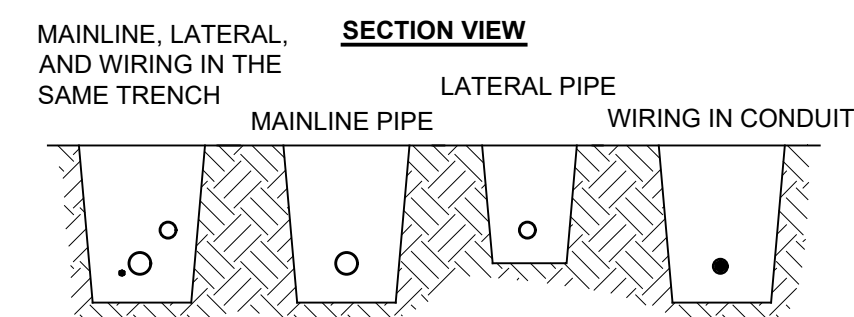


3 REMOTE CONTROL VALVE NOT TO SCALE



- NOTE:
1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLING VALVE INLET SIZE.

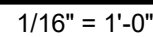
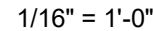
4 QUICK-COUPLING VALVE NOT TO SCALE



- NOTE:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH SCH 40 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
 2. FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.
- SECTION VIEW
- MAINLINE PIPE LATERAL PIPE WIRING IN CONDUIT
- PLAN VIEW
- WIRE W/O CONDUIT
- RUN WIRING BENEATH AND BESIDE MAINLINE ZIP TIE AND BUNDLE @ 10' INTERVALS.
- ALL SOLVENT WELDED PLASTIC PIPING TO BE SNAKED IN TRENCH AS SHOWN.
- TIE A 24\"/>

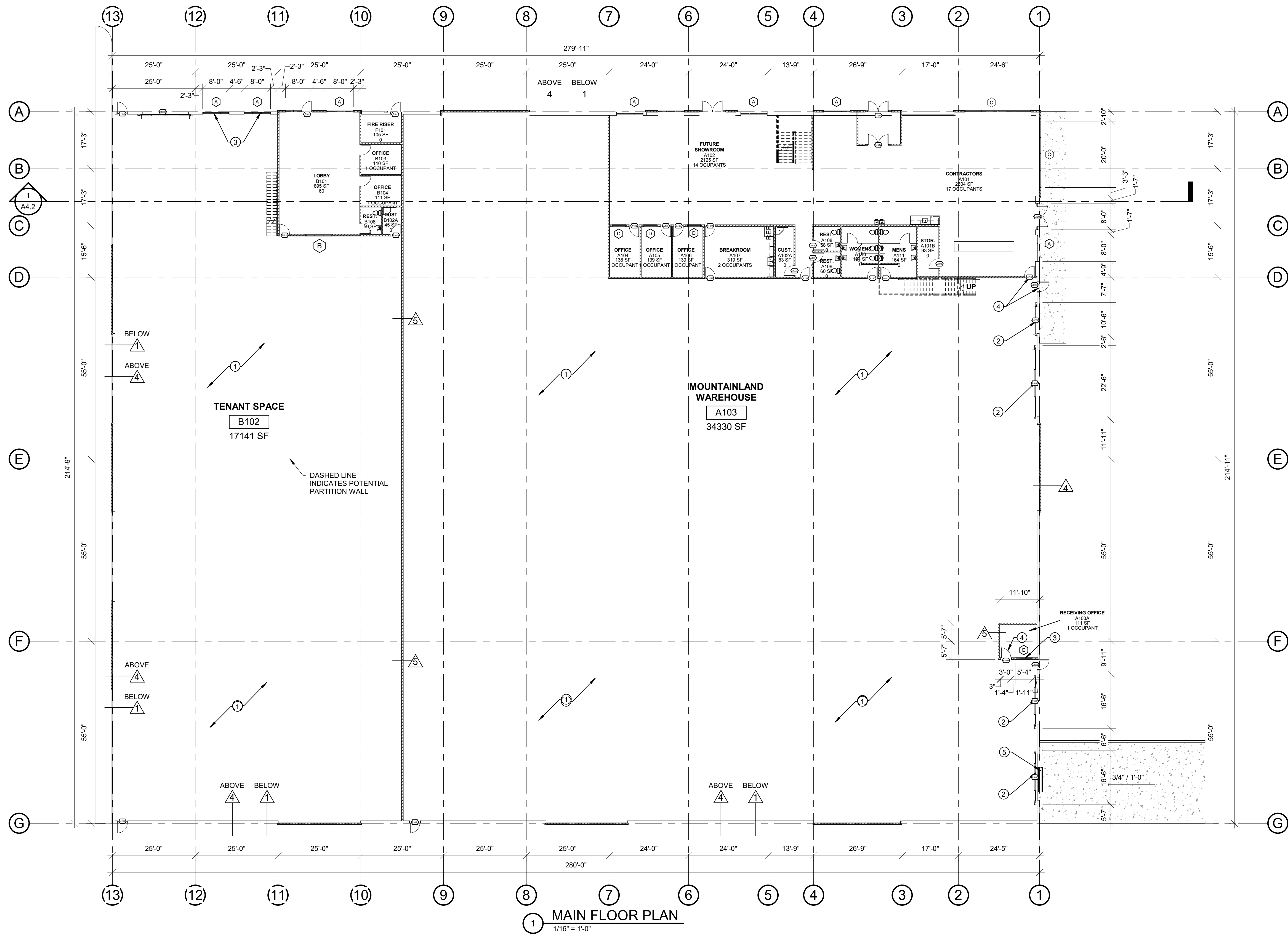
- NOTE:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH SCH 40 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
 2. FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.

5 PIPE AND WIRE TRENCHING NOT TO SCALE



PLUMBING CODE ANALYSIS			
2021 IPC CODE INFORMATION			
	PROVIDED	Required by Type "B" Occupancy (S3)	COMMENT
Toilets - Men's	3	2	1 per 5
Women's	6	2	1 per 5
Urinals	1	2	
Lavatories	9	2	1 per 5
Drinking Fountains	2	2	1 per 10
Service Sinks	1	1	

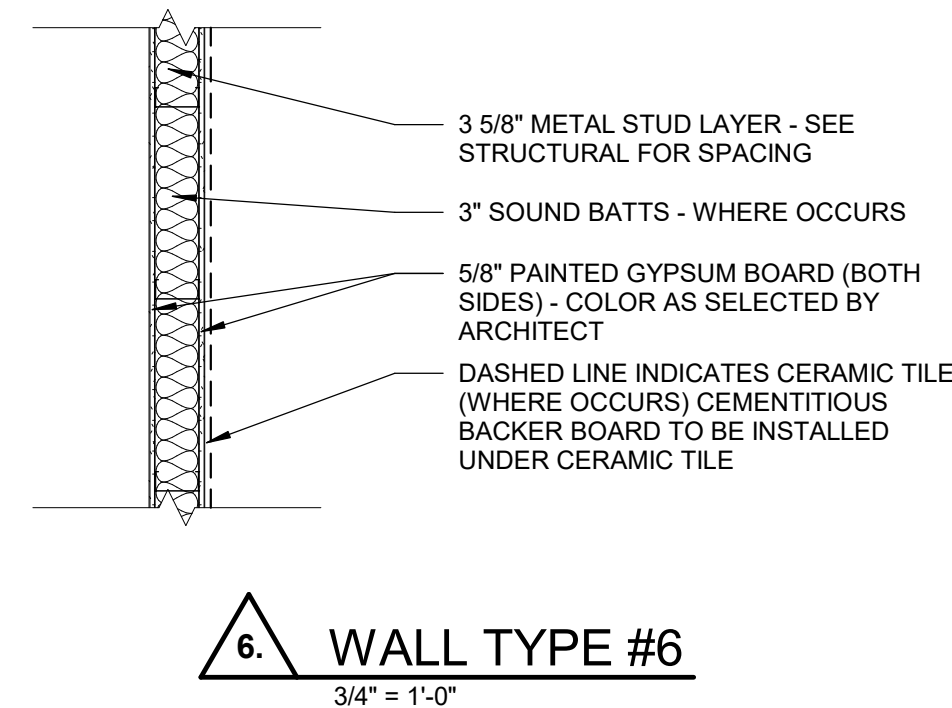
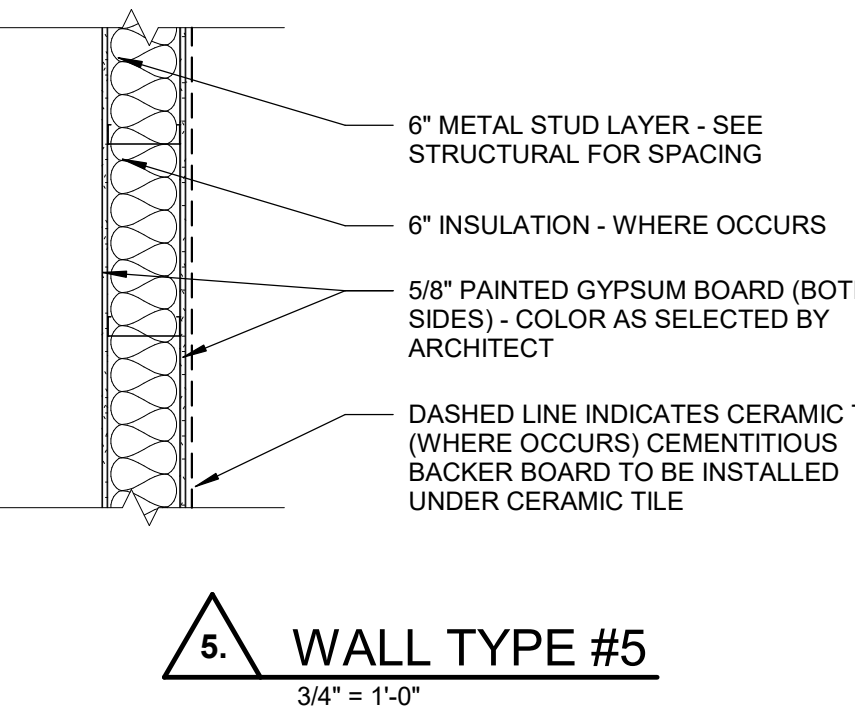
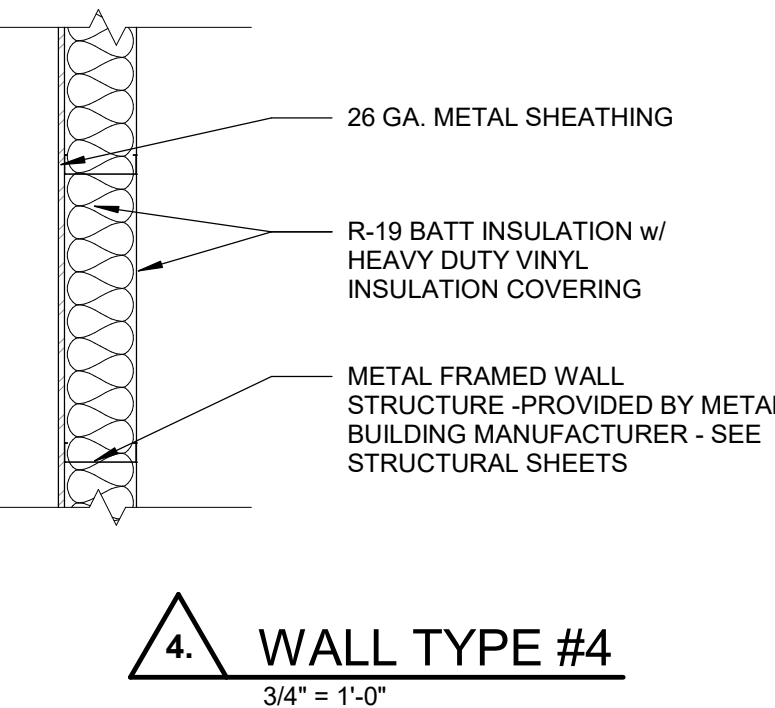
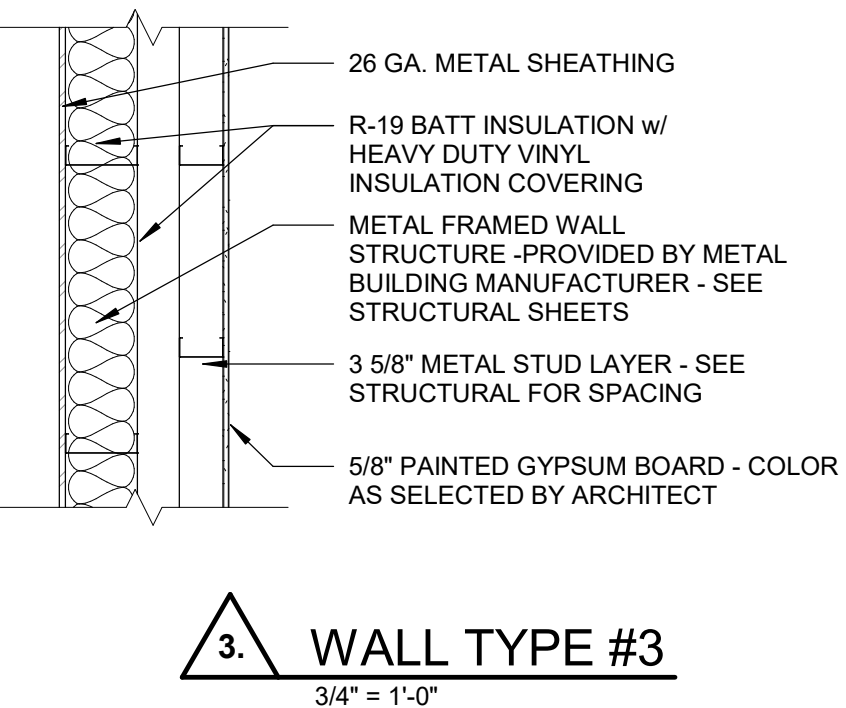
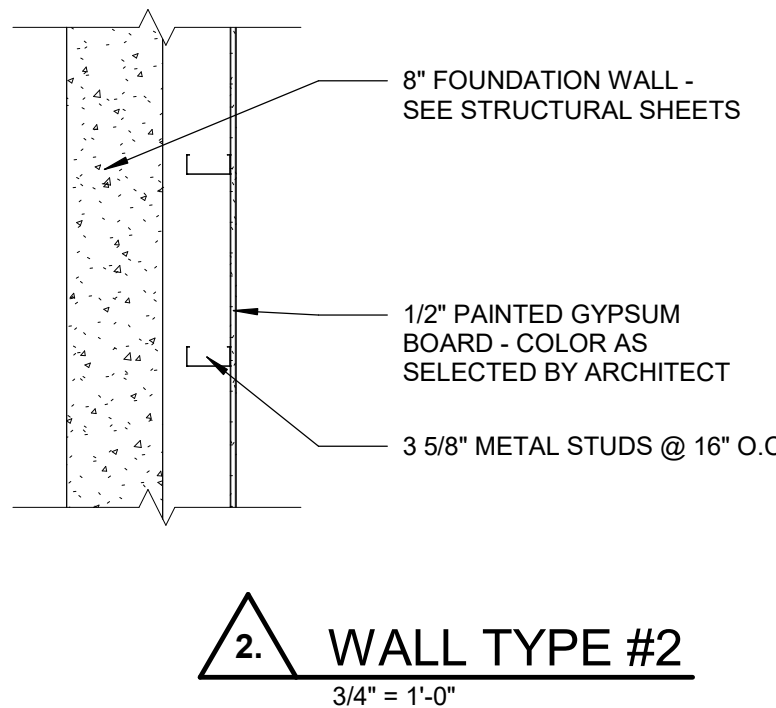
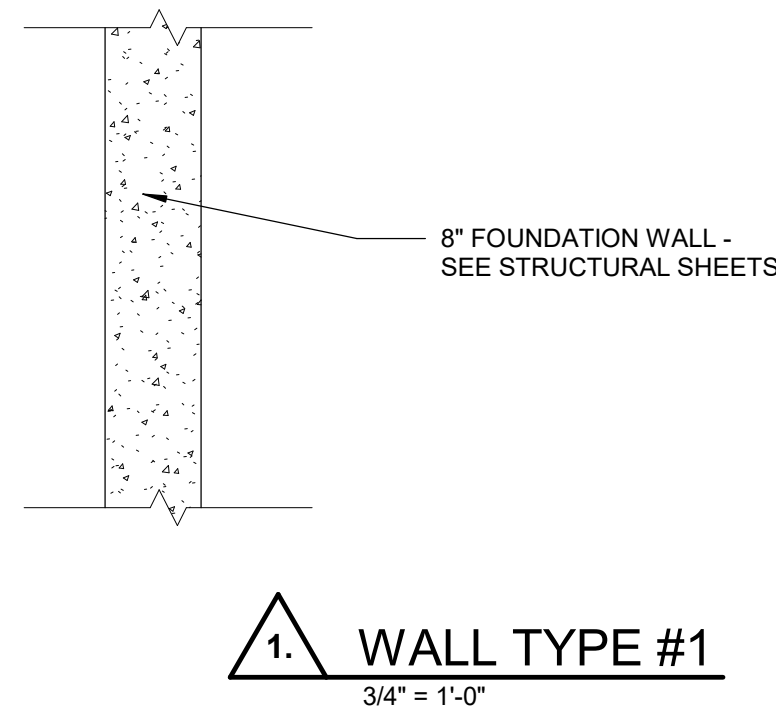
NOT FOR CONSTRUCTION



1 MAIN FLOOR PLAN
1/16" = 1'-0"

SHEET NOTES

- 1 - 4" CONCRETE SLAB OVER 6" FREE DRAINING GRAVEL - REINFORCED AS PER STRUCTURAL SHEETS.
- 2 - PRE-FINISHED OVERHEAD ROLL-UP DOOR - SEE DOOR TYPES.
- 3 - ALUMINUM WINDOW - SEE WINDOW TYPES.
- 4 - HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE, COLOR AS SELECTED BY ARCHITECT.
- 5 - LOADING DOCK LEVELER TO BE INSTALLED PER MANUFACTURER'S RECOMMENDED INSTALLATION - COORDINATE WITH ARCHITECT FOR ANY CONFLICTS.

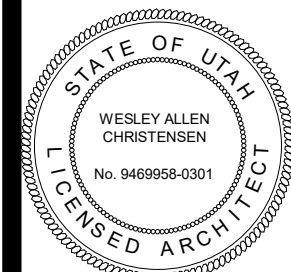


GENERAL NOTES

- A-** 1/16TH INCH FLOOR PLAN IS SHOWN FOR REFERENCE AND COORDINATION ONLY - REFER TO 1/8TH INCH FLOOR PLANS AREA 'A' AND AREA 'B' FOR DIMENSIONS AND LAYOUT.
- B-** ALL FULL HEIGHT WALLS TO BE SEALED WITH FIRE STOP (FIRE SAFING) BETWEEN TOP OF WALL AND ROOF DECKING.

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UT 84660
WWW.KMAARCHITECTS.COM



REVISIONS:

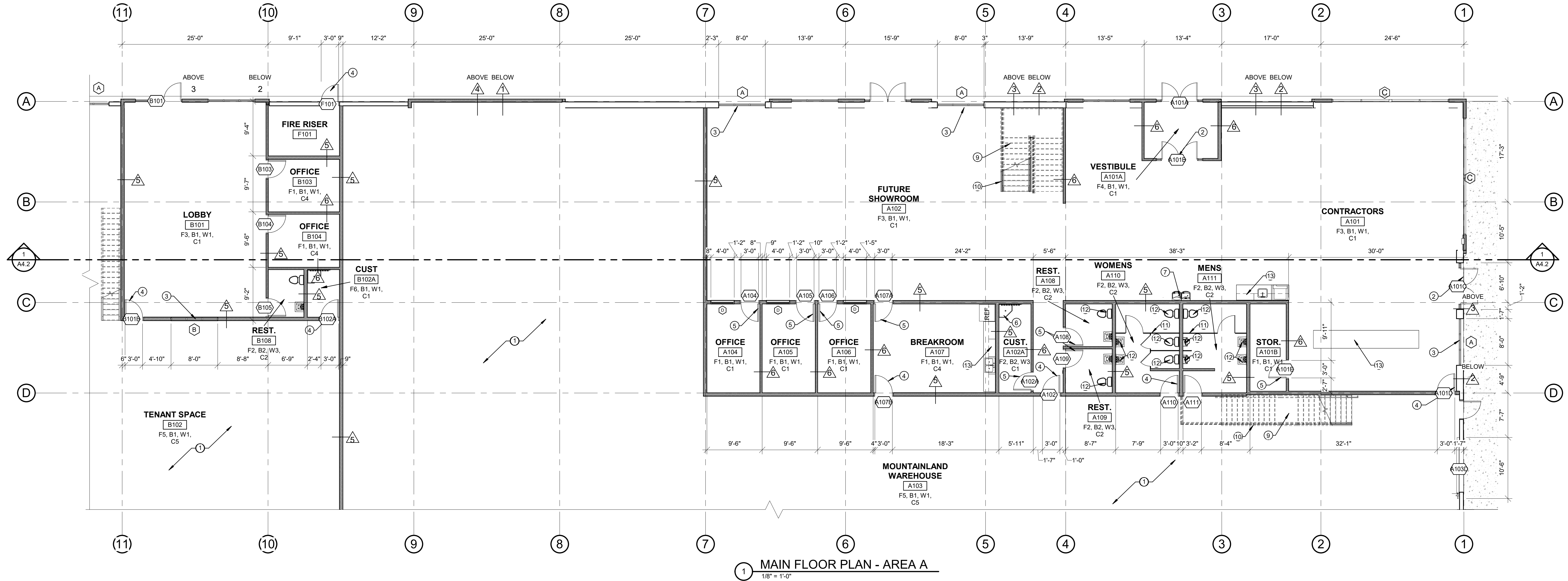
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD

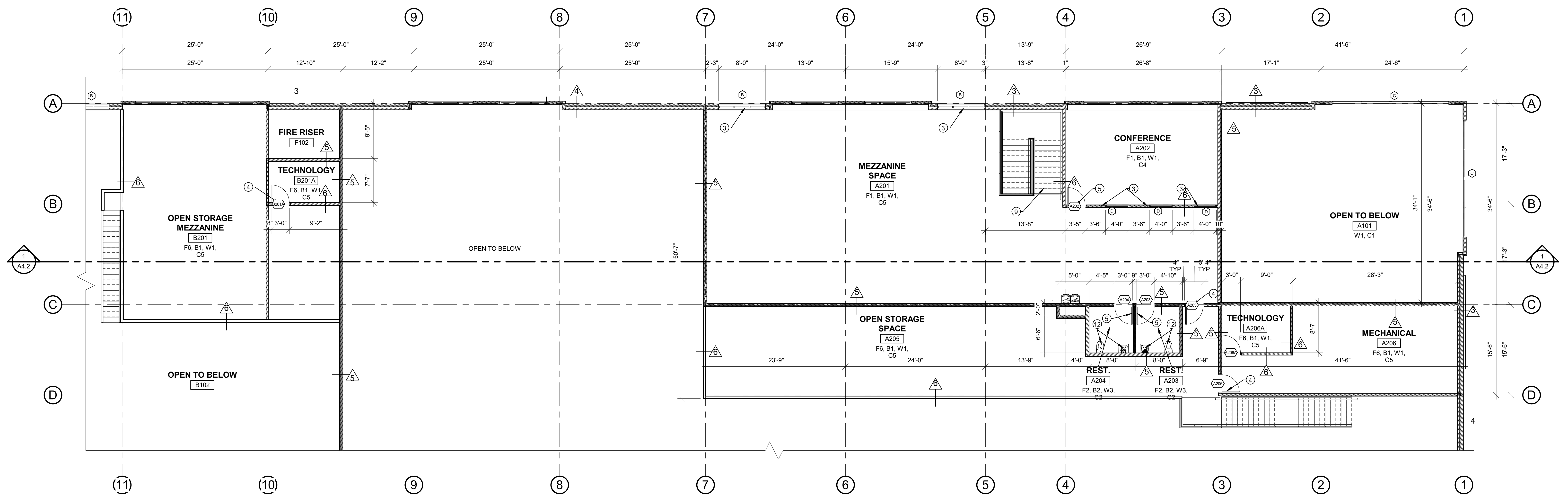
PROJECT TITLE

DRAWN BY: ZC
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

A1.1



1 MAIN FLOOR PLAN - AREA A
1/8" = 1'-0"



2 MEZZANINE FLOOR PLAN
1/8" = 1'-0"

SHEET NOTES

- 1 - 4" CONCRETE SLAB OVER 6" FREE DRAINING GRAVEL - REINFORCED AS PER STRUCTURAL SHEETS.
- 2 - ALUMINUM ENTRY SYSTEM - SEE DOOR SCHEDULE.
- 3 - ALUMINUM WINDOW - SEE WINDOW TYPES.
- 4 - HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE. COLOR AS SELECTED BY ARCHITECT.

SHEET NOTES

- 5 - WOOD TRIM DOOR FRAME (PAINTED) AND HARDWOOD DOOR - SEE DOOR SCHEDULE.
- 6 - MOP SINK - SEE DETAIL 4/A8.1 AND PLUMBING SHEETS.
- 7 - ELECTRICAL WATER COOLER - SEE DETAIL 5/A8.1
- 8 - FIRE PROTECTION FIRE RISER - SEE FIRE PROTECTION SHEETS

SHEET NOTES

- 9 - PRE-FABRICATED STEEL STAIR SYSTEM WITH 2" CONCRETE PANS, FINISHED WITH RUBBER TREADS AND RISERS - SEE SPECS.
- 10 - STEEL HANDRAIL - SEE DETAIL 7/A9.14
- 11 - TOILET PARTITIONS - SEE SPECS.
- 12 - PLUMBING FIXTURES - SEE PLUMBING SHEETS
- 13 - MILLWORK - SEE INTERIOR ELEVATIONS AND SPECS.

AREA A

GENERAL NOTES

- A-** ALL PAINTED WALLS AND CEILINGS IN RESTROOMS TO BE EPOXY PAINT.
- B-** ALL CABINETS TO HAVE FLOORING BASE INSTALLED ON THE TOE-KICKS - CARPET, RUBBER, OR TILE (TYP.)
- C-** ALL ALUMINUM WINDOWS TO HAVE ROLLING SHADES INSTALLED - SEE WINDOW TYPES AND SPECIFICATIONS.
- D-** ALL FRAME WALLS TO BE FRAMED TO DECK.

MILLWORK NOTE

CONTRACTOR TO FURNISH PER SPECIFICATIONS AND INSTALL 50'-0" OF EXTRA HARDWOOD TRIM CUT AND FINISH PER DETAILS. ADDITIONAL HARDWOOD TRIM TO BE INSTALLED AS DIRECTED BY ARCHITECT.

ADA COMPLIANCE NOTE

NEW CONSTRUCTION TO COMPLY WITH CURRENT ADA REQUIREMENTS AS NOTED ON SHEET 7.0. CONTRACTOR TO REFER TO ADA SHEETS WHEN CONSTRUCTING STAIRS, RAILS, PLUMBING FIXTURES, ETC.

CONCRETE FLOOR NOTE

CONTRACTOR TO PREPARE THE NEW CONCRETE FLOORS FOR THE INSTALLATION OF ALL THE FLOOR FINISHES AS REQUIRED BY THE ARCHITECT AND OWNER.

CONCRETE GRINDING NOTE

PROVIDE 1000 SQ. FT. OF CONCRETE FLOOR GRINDING FOR NEW CONSTRUCTION. (THIS APPLIES TO ALL FLOORS OTHER THAN POLISHED CONCRETE FLOOR AREAS.) CONCRETE FLOORS SHALL BE GROUND SMOOTH AND LEVEL TO WITHIN +/- 1/8" WITHIN A 10'-0" RADIUS. THE CONTRACTOR SHALL PROVIDE A UNIT COST PER SQ. FT. FOR THIS GRINDING. CONTRACTOR SHALL ERECT AND MAINTAIN DUST BARRIER IN THE AREA THE CONCRETE GRINDING IS TAKING PLACE.

FINISH SCHEDULE

FLOORS:	
F1 -	GLUE-DOWN CARPET TILE - SEE SPECS
F2 -	(2'X2') CERAMIC TILE - SEE SPECS
F3 -	(18"X24") LAMINATED VINYL TILE (LVT) - SEE SPECS
F4 -	HEAVY DUTY ENTRANCE WALK-OFF MAT
F5 -	SEALED CONCRETE FLOOR SLAB - SEE SPECS
F6 -	EPOXY PAINTED CONCRETE FLOOR SLAB - SEE SPECS
BASE:	
B1 -	4" RUBBER BASE - SEE SPECS
B2 -	(12"X24") PORCELAIN TILE BASE (FIELD COLOR) - SEE SPECS
WALL:	
W1 -	5/8" GYPSUM BOARD (TEXTURED & PAINTED) - SEE SPECS
W2 -	5/8" GYPSUM BOARD (TEXTURED & EPOXY PAINTED) - SEE SPECS
W3 -	(12"X24") PORCELAIN WALL TILE (FIELD COLOR) - SEE SPECS
CEILING:	
C1 -	2'X4" LAY-IN ACOUSTICAL CEILING PANELS
C2 -	5/8" GYPSUM BOARD (TEXTURED & PAINTED) - SEE SPECS
C3 -	5/8" GYPSUM BOARD (TEXTURED & EPOXY PAINTED) - SEE SPECS
C4 -	2'X2" LAY-IN ACOUSTICAL CEILING PANELS
C5 -	EXPOSED CEILING STRUCTURE, DUCTWORK, CONDUITS, ETC. TO BE PAINTED

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

3/2/2024 4:42:57 PM
As Noted

SHEET NOTES

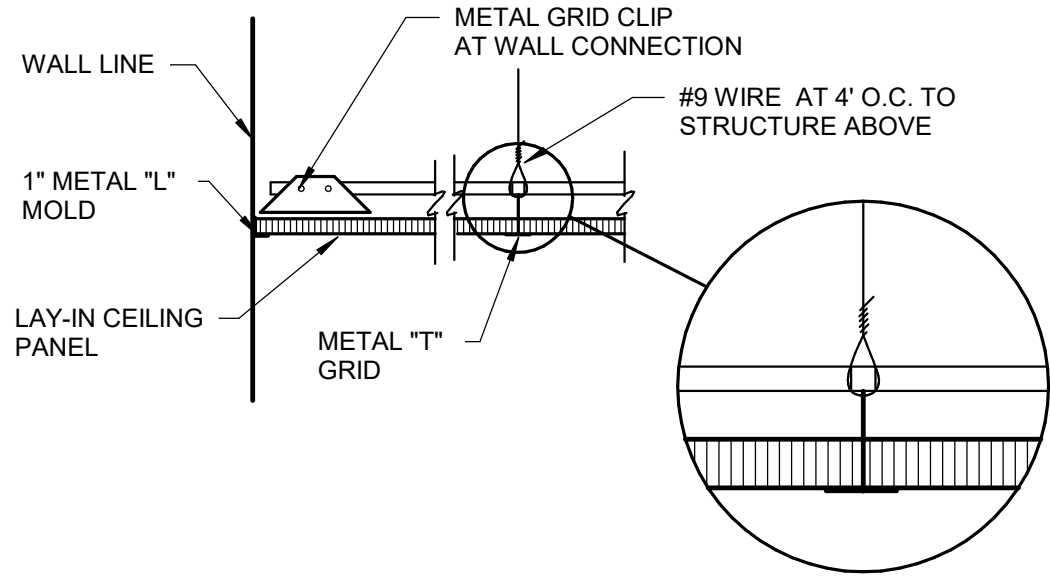
CEILING LEGEND		
C1	2x4' ACOUSTIC CEILING TILE (TYPE I)	
C2	5/8" GYP. BOARD (TEXTURED AND PAINTED)	
C3	2x2' ACOUSTIC CEILING TILE	
C4	EXPOSED FRAMING (PAINTED)	
CEILING HEIGHT	C1 9'-0"	
LIGHT FIXTURES		
MECHANICAL DIFFUSERS		

GENERAL NOTES	
A - PRIOR TO INSTALLATION OF THE CEILING SYSTEM, ALL MECHANICAL, ELECTRICAL, FIRE PROTECTION AND CEILING SUB-CONTRACTORS SHALL COORDINATE THEIR WORK WITH THE REFLECTED CEILING PLAN. IF ANY CONFLICTS OCCUR, CONSULT THE ARCHITECT FOR VERIFICATION.	
B - ALL CEILING HEIGHTS ARE BASED OFF OF THE FINISHED FLOOR ELEVATION IN THEIR RESPECTIVE AREAS.	



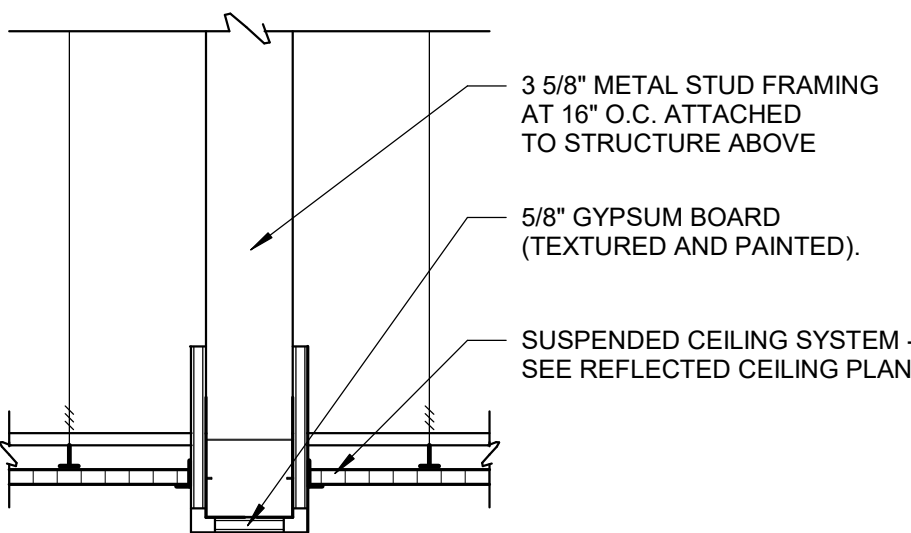
MAIN FLOOR REFLECTED CEILING PLAN

1/8" = 1'-0"



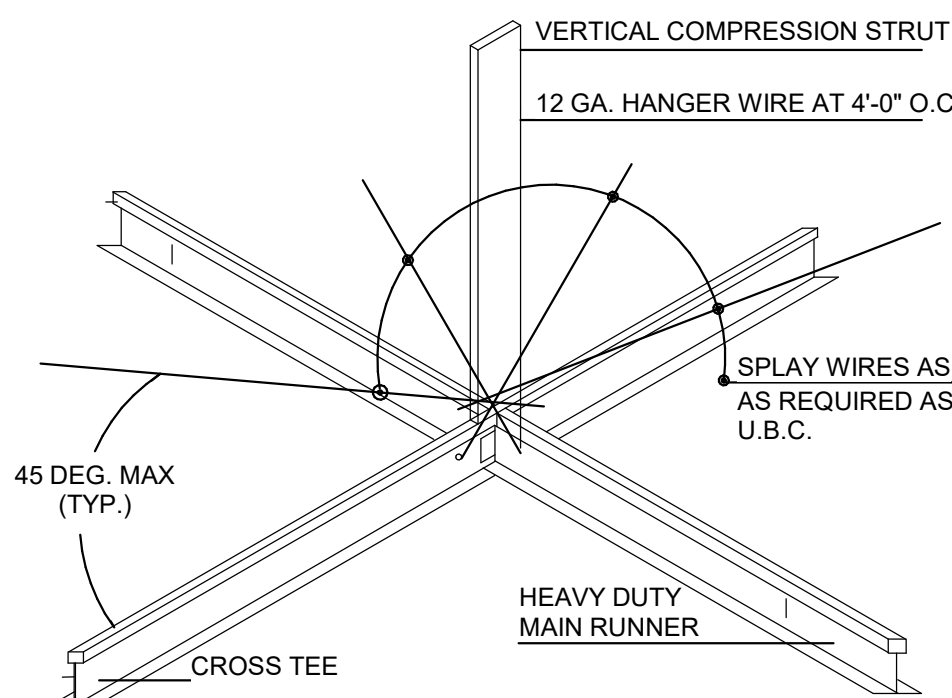
4 LAY-IN CEILING

3/4" = 1'-0"



3 CEILING TRANSITION

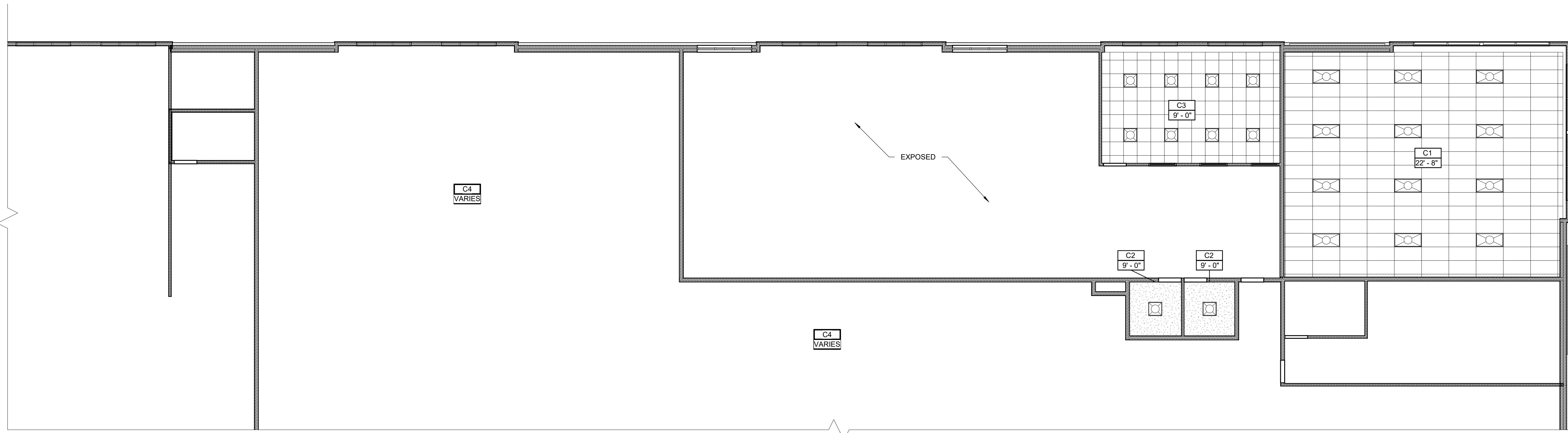
1 1/2" = 1'-0"



5 SEISMIC DETAIL

3/4" = 1'-0"

NOTES:
1. ALL SPRAY WIRES TO BE IN LINE WITH ATTACHED COMPONENT.
2. ALL SPLAY WIRES TO BE TAUT AND TIED AT BOTH ENDS W/ MIN. 3 TURNS IN 1' OF RUN.
3. ALL CEILINGS SHALL HAVE VERTICAL COMPRESSION STRUTS AS REQUIRED BY U.B.C. AND LOCAL BUILDING CODES.
4. ALL CEILINGS SHALL HAVE SEISMIC BRACING AS SHOWN.

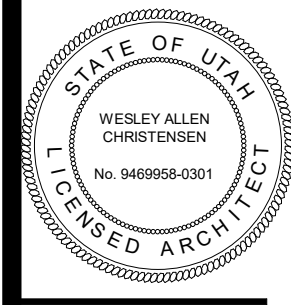


MEZZ. FLOOR REFLECTED CEILING PLAN

1/8" = 1'-0"

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UT 84660
WWW.KMAARCHITECTS.COM



REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

PROJECT TITLE
BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
109 SPLIT ROCK DRIVE

DRAWN BY: ZC
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

A2.0

1 - PRE-FINISHED METAL ROOFING FROM METAL BUILDING
SUPPLIER - COLOR AS SELECTED BY ARCHITECT.

2 - PRE-FINISHED METAL SNOW BARS.

3 - RAIN GUTTER & DOWNSPOUT

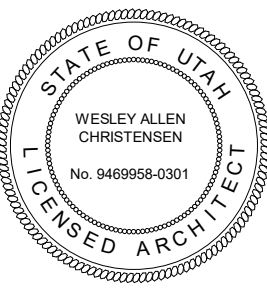


1 - TOP OF METAL ROOF AT FASCIA

2 - TOP OF METAL ROOF AT RIDGE

STRUCTURAL STEEL CONTRACTOR SHALL PROVIDE STEEL FRAME SUPPORT AROUND ROOF PENETRATIONS FOR MECH. EQUIPMENT, DUCTWORK, ETC. AS SHOWN ON ROOF DRAINAGE PLAN AND MECHANICAL DRAWINGS. FOR STEEL SUPPORT DETAILS - SEE STRUCTURAL SHEETS

170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM



REVISIONS:

AND SUPPLY
EAGLE MOUNTAIN, UTAH

PROJECT TITLE
BERT BRADFORD
BRADFORD MOUNTAIN
109 SPLIT ROCK DRIVE

DRAWN BY: ZC
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

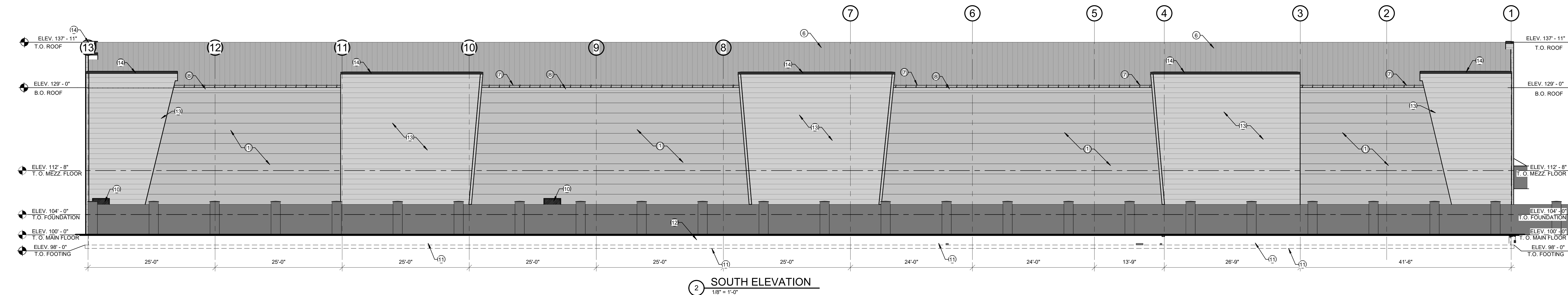
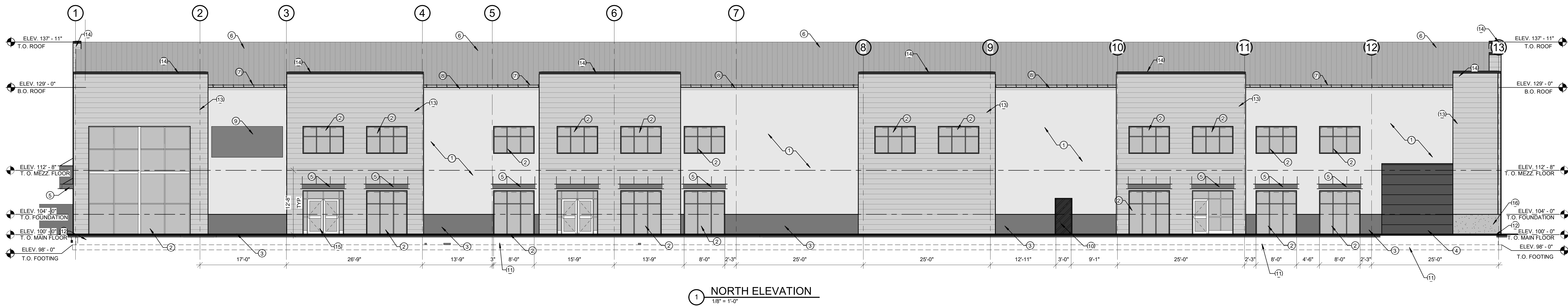
A2.1

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

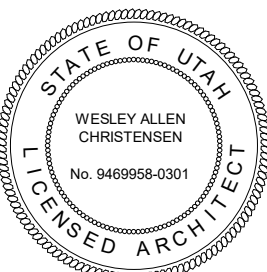
4/20/2024 11:24:21 AM
1/8" = 1'-0"

SHEET NOTES

- PRE-FINISHED METAL WALL PANELS FROM METAL BUILDING SUPPLIER - COLOR TO BE SELECTED BY ARCHITECT - SEE SPECS.
- ALUMINUM WINDOW - SEE WINDOW TYPES.
- STONE VENEER - AS SELECTED BY ARCHITECT. SEE SPECS.
- PRE-FINISHED OVERHEAD ROLL-UP DOOR - SEE DOOR TYPES.
- DECORATIVE METAL AWNING - SEE SPECS.
- PRE-FINISHED METAL ROOFING FROM METAL BUILDING SUPPLIER - COLOR AS SELECTED BY ARCHITECT.
- PRE-FINISHED METAL SNOW BARS.
- RAIN GUTTER & DOWNSPOUT
- MOUNTAINLAND BUILDING SIGNAGE.
- HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE. COLOR AS SELECTED BY ARCHITECT.
- CONCRETE FOOTINGS AND FOUNDATIONS - SEE STRUCTURAL SHEETS PROVIDED BY METAL BUILDING SUPPLIER.
- APPROXIMATE EXISTING GRADE
- CEMENTIOUS HARDIE PLANK PANELS - COLOR AS SELECTED BY ARCHITECT.
- PRE-FINISHED METAL WALL CAP - COLOR AS SELECTED BY ARCHITECT.
- ALUMINUM ENTRY SYSTEM - SEE DOOR SCHEDULE.
- 4" CONCRETE WALL - SEE WALL TYPES



170 NORTH MAIN STREET
SPRINGFIELD, ILLINOIS 62760
WWW.KMAARCHITECTS.COM



REVISIONS:

PROJECT TITLE
BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: ZC
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

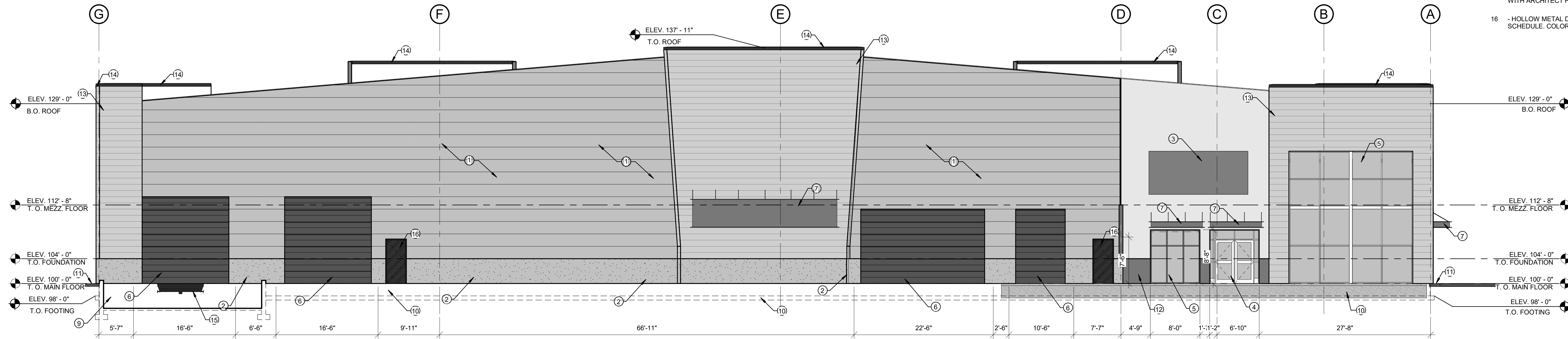
A3.1

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

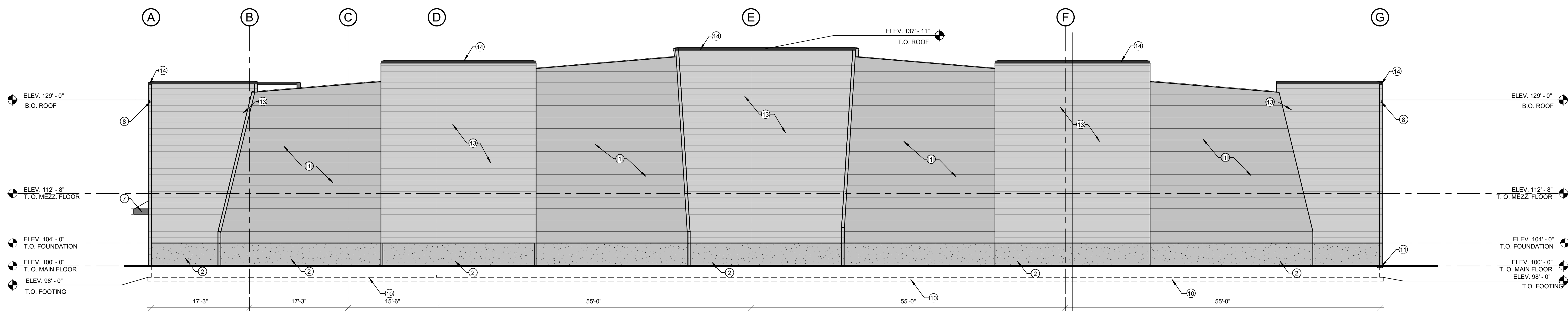
4/20/2024 11:24:31 AM
1/8" = 1'-0"

SHEET NOTES

- 1 - PRE-FINISHED METAL WALL PANELS FROM METAL BUILDING SUPPLIER - COLOR TO BE SELECTED BY ARCHITECT - SEE SPECS.
- 2 - EXPOSED ARCHITECTURAL CONCRETE FOUNDATION WALL W/ EXPOSED TIES AND 3/4" V-GROOVE JOINTS
- 3 - MOUNTAINLAND BUILDING SIGNAGE.
- 4 - ALUMINUM ENTRY SYSTEM WITH AUTOMATIC DOORS - SEE DOOR SCHEDULE, TYPES, AND HARDWARE.
- 5 - ALUMINUM WINDOW - SEE WINDOW TYPES.
- 6 - PRE-FINISHED OVERHEAD ROLL-UP DOOR - SEE DOOR TYPES.
- 7 - DECORATIVE METAL AWNING - SEE SPECS.
- 8 - RAIN GUTTER & DOWNSPOUT
- 9 - CONCRETE LOADING DOCK - SEE STRUCTURAL AND CIVIL
- 10 - CONCRETE FOOTINGS AND FOUNDATIONS - SEE STRUCTURAL SHEETS PROVIDED BY METAL BUILDING SUPPLIER.
- 11 - APPROXIMATE EXISTING GRADE
- 12 - STONE VENEER - AS SELECTED BY ARCHITECT. SEE SPECS.
- 13 - CEMENTIOUS HARDIE PLANK PANELS - COLOR AS SELECTED BY ARCHITECT.
- 14 - PRE-FINISHED METAL WALL CAP - COLOR AS SELECTED BY ARCHITECT.
- 15 - LOADING DOCK LEVELER TO BE INSTALLED PER MANUFACTURERS RECOMMENDED INSTALLATION - COORDINATE WITH ARCHITECT FOR ANY CONFLICTS
- 16 - HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE. COLOR AS SELECTED BY ARCHITECT.

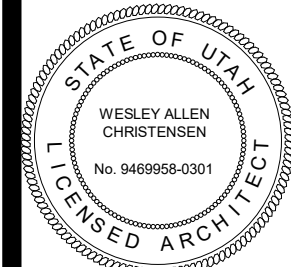


1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

170 NORTH MAIN STREET
SPRINGFIELD, MO 65760
WWW.KMAARCHITECTS.COM



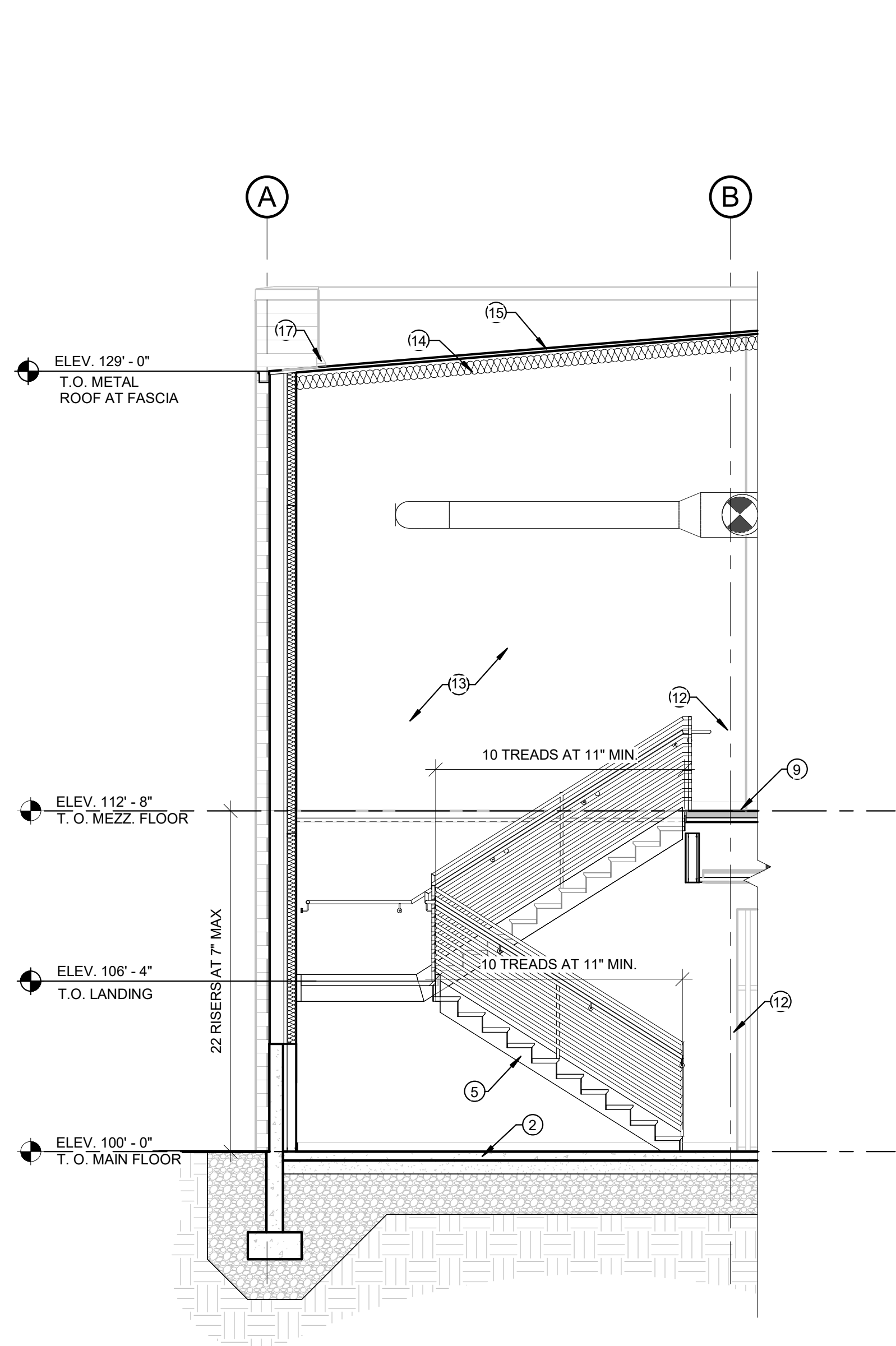
REVISIONS:

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

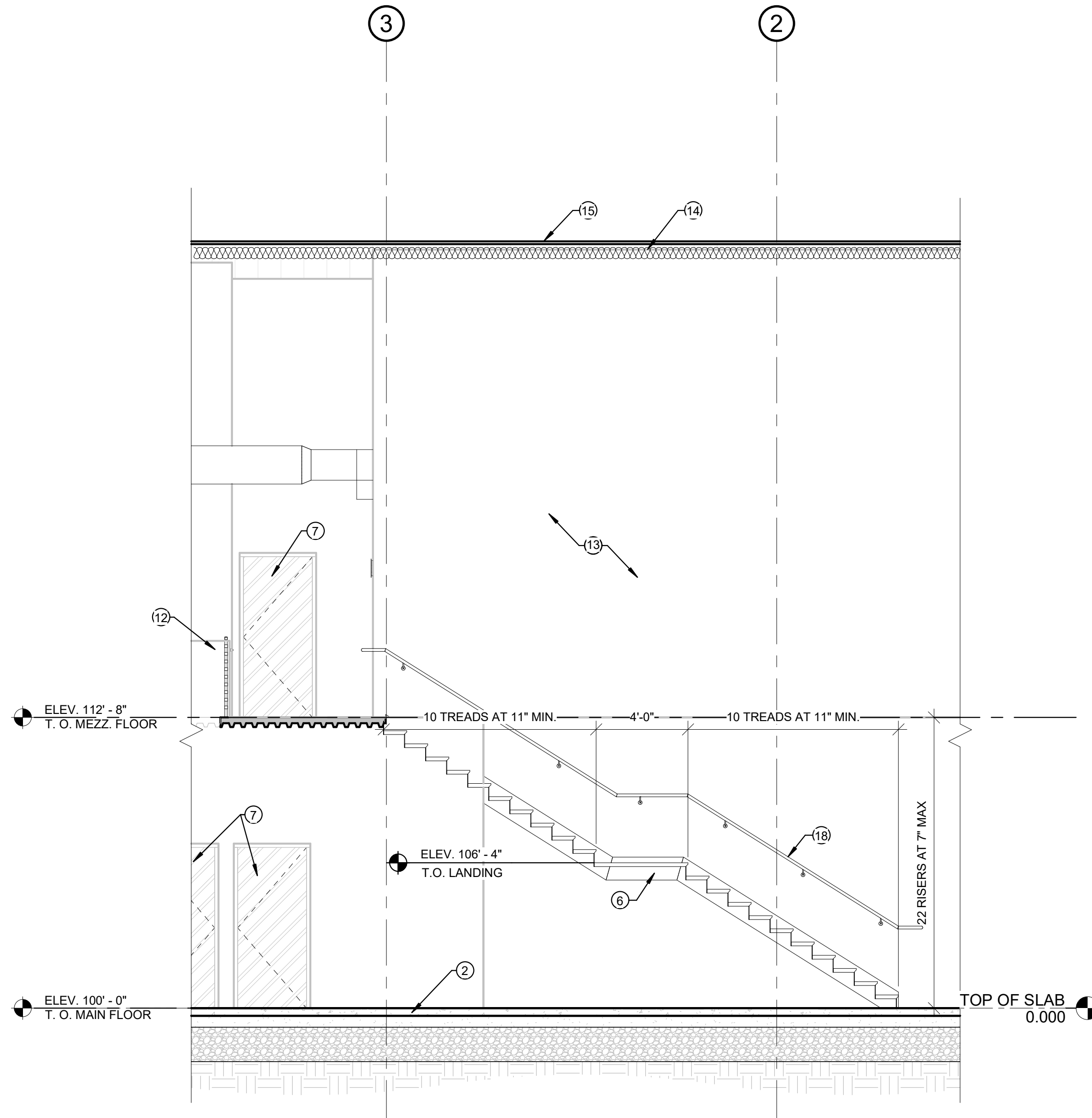
PROJECT TITLE

DRAWN BY: ZC
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

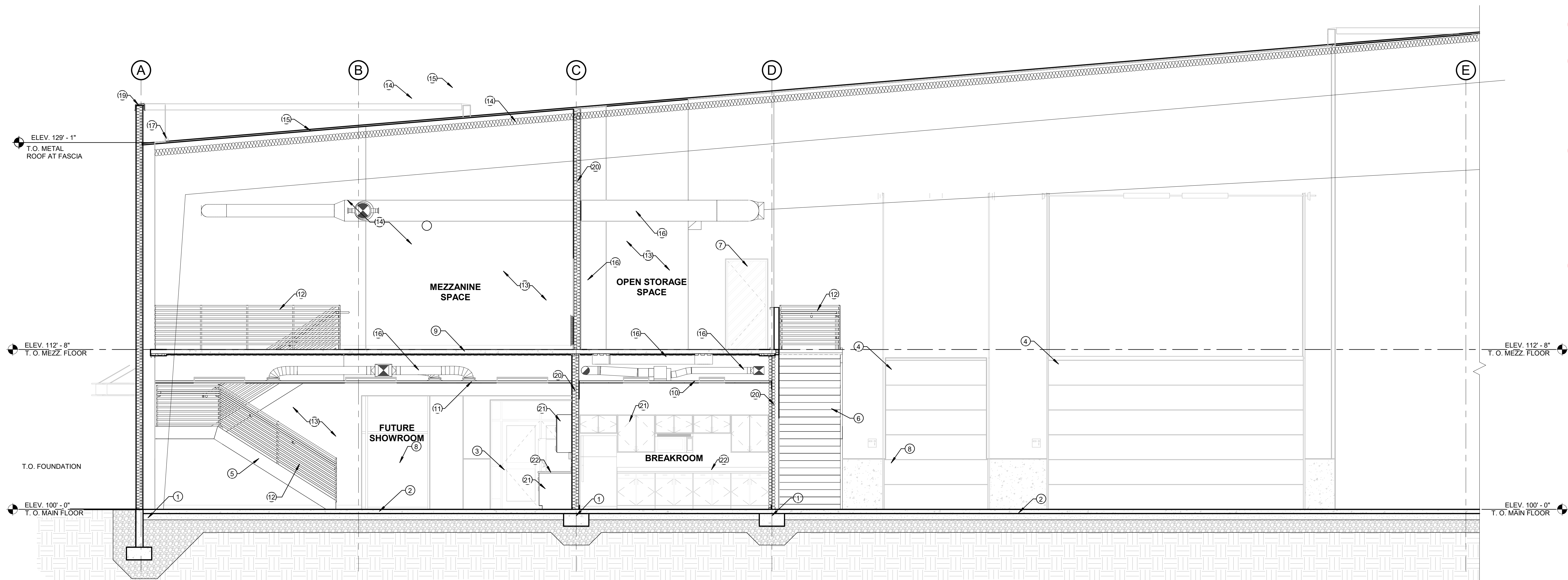
A3.2



2 STAIR SECTION 1
1/4" = 1'-0"



3 STAIR SECTION 2
1/4" = 1'-0"



1 BUILDING SECTION - MOUNTAINLAND
1/4" = 1'-0"

SHEET NOTES

- CONCRETE FOOTINGS AND FOUNDATION WALLS - SEE STRUCTURAL SHEETS FOR SIZE AND REINFORCING.
- 4" CONCRETE SLAB OVER 8" FREE DRAINING GRAVEL - REINFORCED AS PER STRUCTURAL SHEETS.
- ALUMINUM ENTRY SYSTEM - SEE DOOR SCHEDULE.
- PRE-FINISHED OVERHEAD ROLL-UP DOOR - SEE DOOR TYPES.
- PRE-FABRICATED STEEL STAIR SYSTEM WITH 2" CONCRETE PANS.
- STEEL STAIR SYSTEM WITH CONCRETE FILLED PAN TREAD FINISHED WITH RUBBER TREADS AND RISERS.
- HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE. COLOR AS SELECTED BY ARCHITECT.
- EXPOSED ARCHITECTURAL CONCRETE FOUNDATION WALLS - EXPOSED TIES AND 3/4" V-GROOVE JOINTS.
- CONCRETE COMPOSITE SLAB - SEE STRUCTURAL SHEETS.
- COMPOUND CEILING 2'X2' ACT SYSTEM.
- COMPOUND CEILING 2'X4' ACT SYSTEM.
- STEEL GUARDRAIL - SEE SPECS.
- TEXTURED AND PAINTED GYPSUM BOARD - COLOR AS SELECTED BY ARCHITECT.
- VINYL FACED BUILDING INSULATION PROVIDED BY METAL BUILDING MANUFACTURER.
- PRE-FINISHED METAL ROOFING FROM METAL BUILDING SUPPLIER - COLOR AS SELECTED BY ARCHITECT.
- MECHANICAL DUCTWORK - SEE MECHANICAL SHEETS.
- PRE-FINISHED METAL SNOW BARS.
- STEEL HANDRAIL - SEE DETAIL 7/A9.14.
- PRE-FINISHED METAL WALL CAP - COLOR AS SELECTED BY ARCHITECT.
- 6" METAL FRAME WALL - SEE WALL TYPES.
- MILLWORK - SEE SPECS.
- PLASTIC LAMINATE COUNTERTOP WITH BACKSLASH - SEE SPECS.

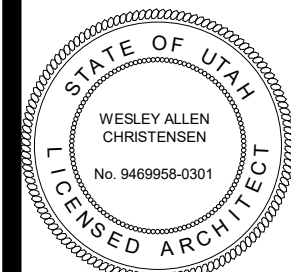
NOT FOR CONSTRUCTION

PROJECT TITLE

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: DJH
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

A4.1



REVISIONS:

170 NORTH MAIN STREET
SPANISH FORK, UT 84643
WWW.KMAARCHITECTS.COM



THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

3/2/2024 4:42:02 PM
1/4" = 1'-0"



SHEET NOTES

- 18" MIN. UNDER FOOTINGS AND EXISTING GRADE ENGINEERED FILL COMPACTED TO 95% DENSITY
- CONCRETE FOOTINGS AND FOUNDATION WALLS - SEE STRUCTURAL SHEETS FOR SIZE AND REINFORCING.
- 4" CONCRETE SLAB OVER 6" FREE DRAIN DRAVEL - REINFORCED AS PER STRUCTURAL SHEETS
- PRE-FINISHED METAL ROOFING FROM METAL BUILDING SUPPLIER - COLOR AS SELECTED BY ARCHITECT.
- EXPOSED METAL BUILDING STRUCTURE - TO BE PAINTED - COLOR SELECTED BY ARCHITECT - SEE METAL BUILDING PLANS & SPECS.

SHEET NOTES

- ALUMINUM WINDOW - SEE WINDOW TYPES.
- HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE. COLOR AS SELECTED BY ARCHITECT.
- VINYL FACED BUILDING INSULATION PROVIDED BY METAL BUILDING MANUFACTURER
- MECHANICAL DUCTWORK - SEE MECHANICAL SHEETS.
- TEXTURED AND PAINTED GYPSUM BOARD - COLOR AS SELECTED BY ARCHITECT.
- COMPOUND CEILING 2X4" ACT SYSTEM.
- 6" METAL FRAME WALL - SEE WALL TYPES

SHEET NOTES

- CONCRETE COMPOSITE SLAB - SEE STRUCTURAL SHEETS
- WOOD TRIM DOOR FRAME (PAINTED) AND HARDWOOD DOOR - SEE DOOR SCHEDULE.
- ALUMINUM ENTRY SYSTEM WITH AUTOMATIC DOORS - SEE DOOR SCHEDULE, TYPES, AND HARDWARE.
- STEEL GUARDRAIL - SEE SPECS
- PRE-FABRICATED STEEL STAIR SYSTEM WITH 2" CONCRETE PANS.
- DECORATIVE METAL AWNING - SEE SPECS.

SHEET NOTES

- 3.5/8" METAL FRAME WALL - SEE WALL TYPES

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

2 BUILDING SECTION (CONTINUED)
1/4" = 1'-0"

170 NORTH MAIN STREET
SPANISH FORK, UT 84660
WWW.KMAARCHITECTS.COM

KMA ARCHITECTS

STATE OF UTAH
WESLEY ALLEN CHRISTENSEN
No. 969959-0001
REGISTERED ARCHITECT

REVISIONS:

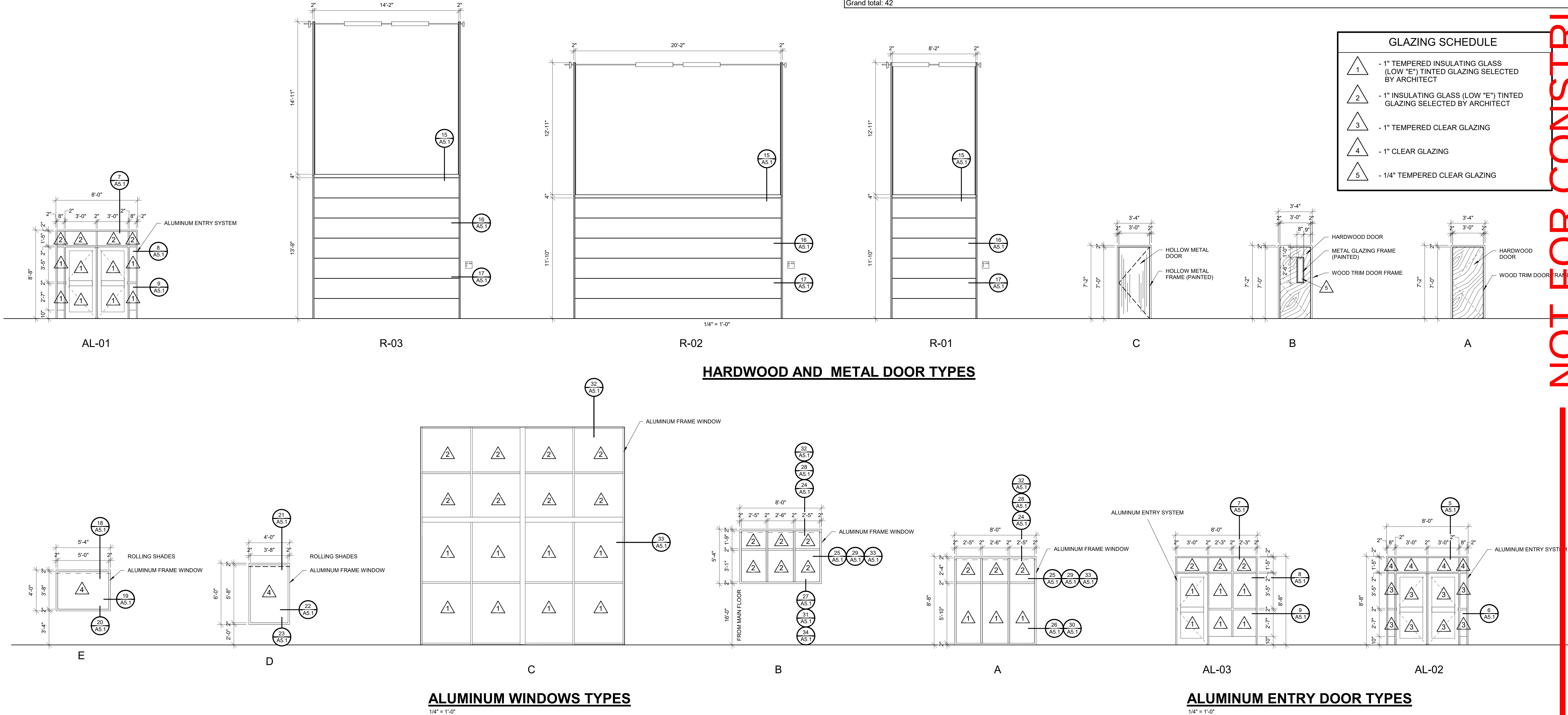
BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: DJH
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

A4.2

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

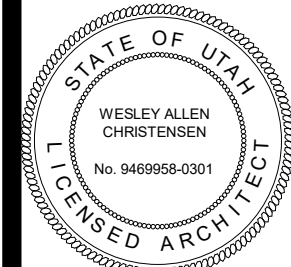
3/2/2024 4:02:54 PM
As Noted



DOOR SCHEDULE

MARK	TYPE	DOOR INFORMATION			ASSEMBLY		MATERIAL		HAND	DETAILS		HARDWARE GROUP	LABEL	Comments	MARK
		WIDTH	HEIGHT	THICK	SINGLE	PAIR	FRAME	DOOR		HEAD	JAMB				
A101A	AL-01	8' - 0"	8' - 8"	2"		X	ALUM	ALUM	LHR/RHR	10/A5.1	11/A5.1				A101A
A101B	AL-02	8' - 0"	8' - 8"	2"		X	ALUM	ALUM	LHR/RHR	5/A5.1	6/A5.1				A101B
A101C	AL-01	8' - 0"	8' - 8"	2"		X	ALUM	ALUM	LHR/RHR	7/A5.1	8/A5.1, 9/A5.1				A101C
A101D	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LHR	3/A5.1	4/A5.1				A101D
A101E	A	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	LH	1/A5.1	2/A5.1				A101E
A102	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LHR	3/A5.1	4/A5.1				A102
A102A	A	3' - 0"	7' - 0"	2"	X		METAL	METAL	LH	1/A5.1	2/A5.1				A102A
A103A	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LH	3/A5.1	4/A5.1				A103A
A103B	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	RHR	12/A5.1	13/A5.1, 14/A5.1				A103B
A103C	C	3' - 0"	7' - 0"	2"											A103C
A103D	R-01	8' - 0"	12' - 0"		X		METAL	METAL	-	15/A5.1	16/A5.1, 17/A5.1				A103D
A103E	R-02	20' - 0"	12' - 0"		X		METAL	METAL	-	15/A5.1	16/A5.1, 17/A5.1				A103E
A103F	R-03	14' - 0"	14' - 0"		X		METAL	METAL	-	15/A5.1	16/A5.1, 17/A5.1				A103F
A103G	R-03	14' - 0"	14' - 0"		X		METAL	METAL	-	15/A5.1	16/A5.1, 17/A5.1				A103G
A103H	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LHR	12/A5.1	13/A5.1, 14/A5.1				A103H
A104	B	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	LH	3/A5.1	4/A5.1				A104
A105	B	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	LH	3/A5.1	4/A5.1				A105
A106	B	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	RH	3/A5.1	4/A5.1				A106
A107A	A	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	RH	3/A5.1	4/A5.1				A107A
A107B	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LH	3/A5.1	4/A5.1				A107B
A108	A	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	RH	1/A5.1	2/A5.1				A108
A109	A	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	LH	1/A5.1	2/A5.1				A109
A110	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	RH	3/A5.1	4/A5.1				A110
A111	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LH	3/A5.1	4/A5.1				A111
A202	B	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	LH	1/A5.1	2/A5.1				A202
A203	A	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	RH	3/A5.1	4/A5.1				A203
A204	A	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	LH	3/A5.1	4/A5.1				A204
A205	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	RH	3/A5.1	4/A5.1				A205
A206	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	RH	3/A5.1	4/A5.1				A206
A206A	A	3' - 0"	7' - 0"	2"	X		WOOD	HDWD	LH	1/A5.1	2/A5.1				A206A
B101	AL-03	8' - 0"	8' - 8"	2"	X		ALUM	ALUM	LHR	10/A5.1	11/A5.1				B101
B101B	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	RHR	3/A5.1	4/A5.1				B101B
B102	AL-01	8' - 0"	8' - 8"	2"		X	ALUM	ALUM	LHR/RHR	10/A5.1	11/A5.1				B102
B102A	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	RH	3/A5.1	4/A5.1				B102A
B102B	R-03	14' - 0"	14' - 0"		X		METAL	METAL	-	15/A5.1	16/A5.1, 17/A5.1				B102B
B102C	C	3' - 0"	7' - 0"	2"											B102C
B102D	C	3' - 0"	7' - 0"	2"											B102D
B103	B	3' - 0"	7' - 0"	2"											B103
B104	B	3' - 0"	7' - 0"	2"											B104
B105	A	3' - 0"	7' - 0"	2"											B105
B201A	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LH	3/A5.1	4/A5.1				B201A
F101	C	3' - 0"	7' - 0"	2"	X		METAL	METAL	LHR	12/A5.1	13/A5.1, 14/A5.1				F101
Grand total: 42															

170 NORTH MAIN STREET
SPRINGFIELD, ILLINOIS 62760
WWW.KMAARCHITECTS.COM



REVISIONS:

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

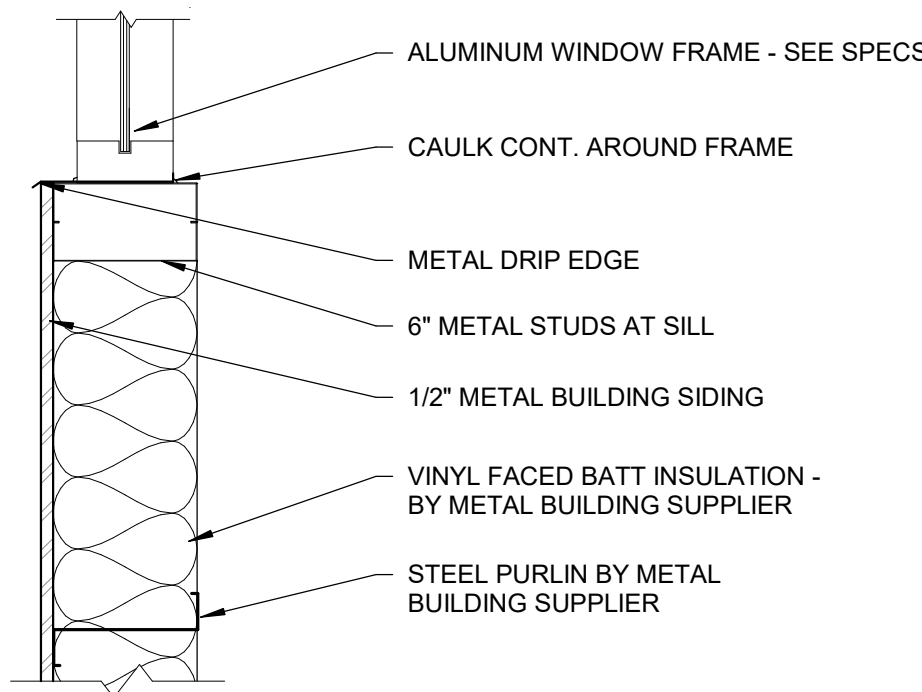
PROJECT TITLE
BRADFORD MOUNTAINLAND SUPPLY
109 SPLIT ROCK DRIVE

DRAWN BY: DJH
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

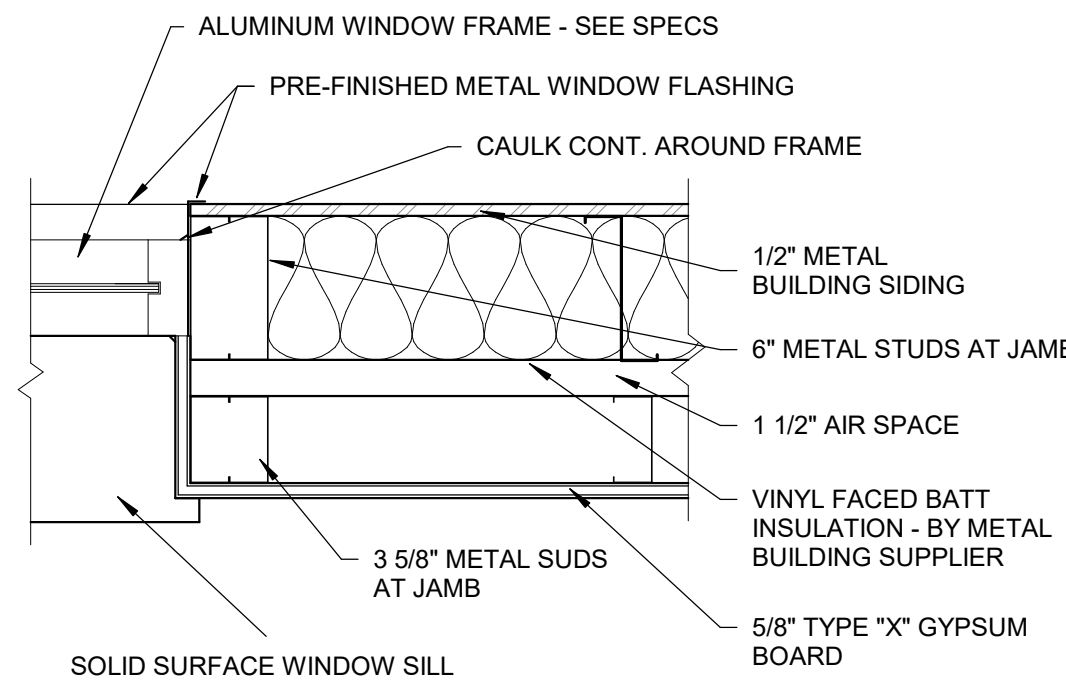
A5.0

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

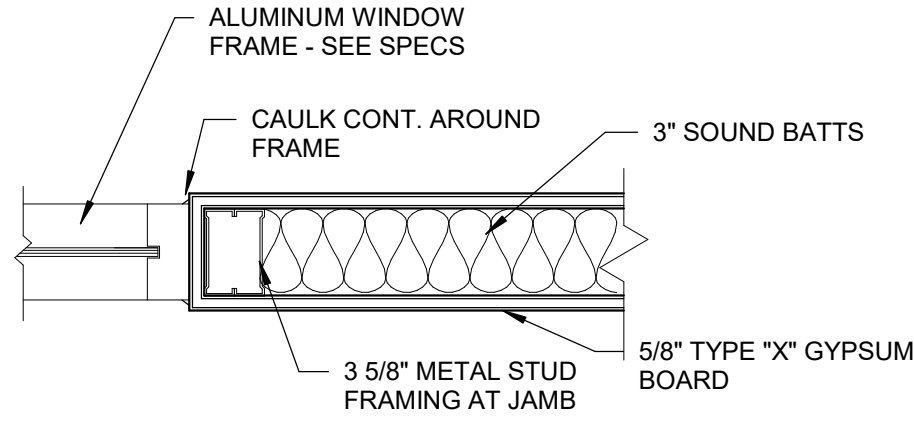
3/2/2024 4:48:05 PM 1 1/2" = 1'-0"



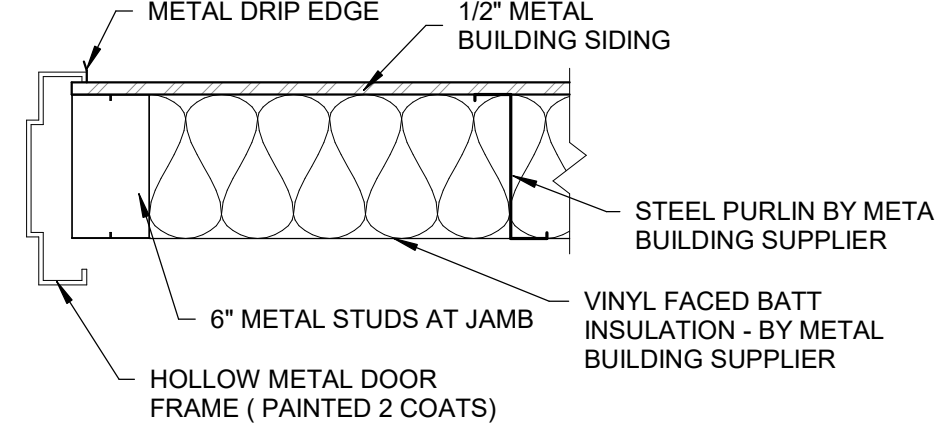
31 WINDOW SILL DETAIL
1 1/2" = 1'-0"



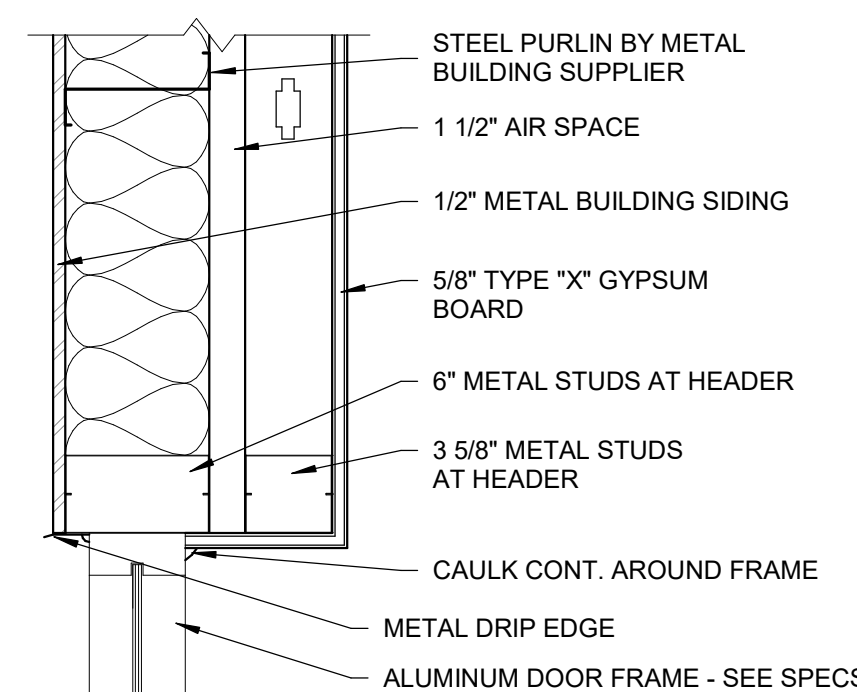
25 WINDOW JAMB DETAIL
1 1/2" = 1'-0"



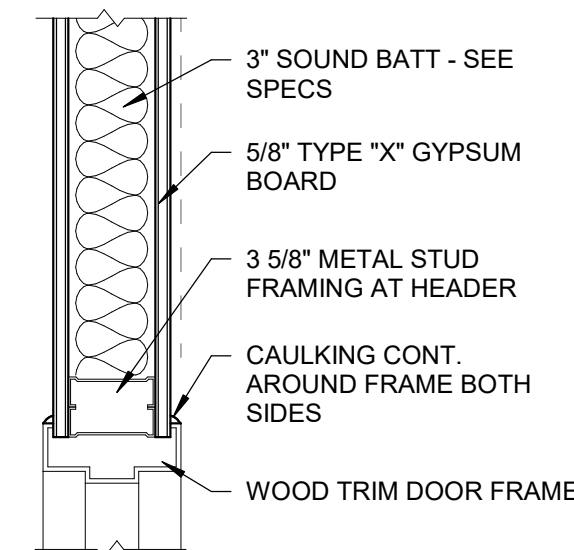
19 WINDOW JAMB DETAIL
1 1/2" = 1'-0"



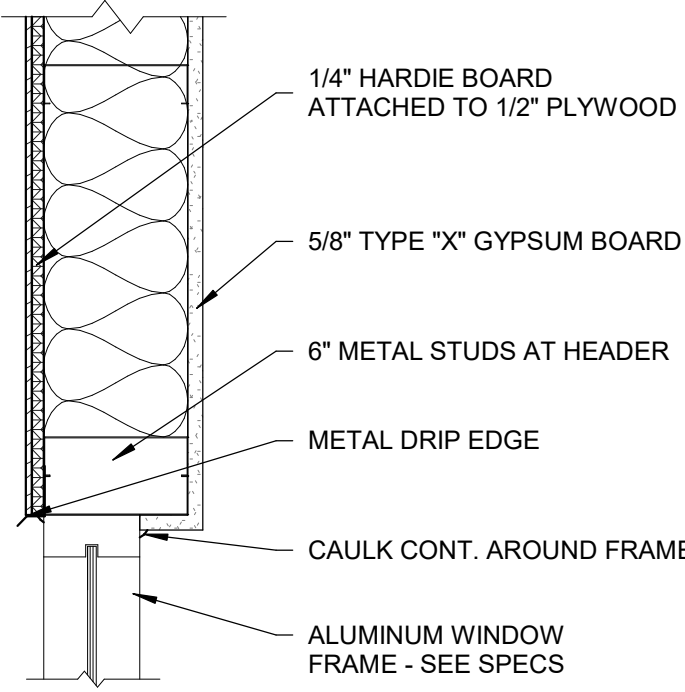
13 DOOR JAMB DETAIL
1 1/2" = 1'-0"



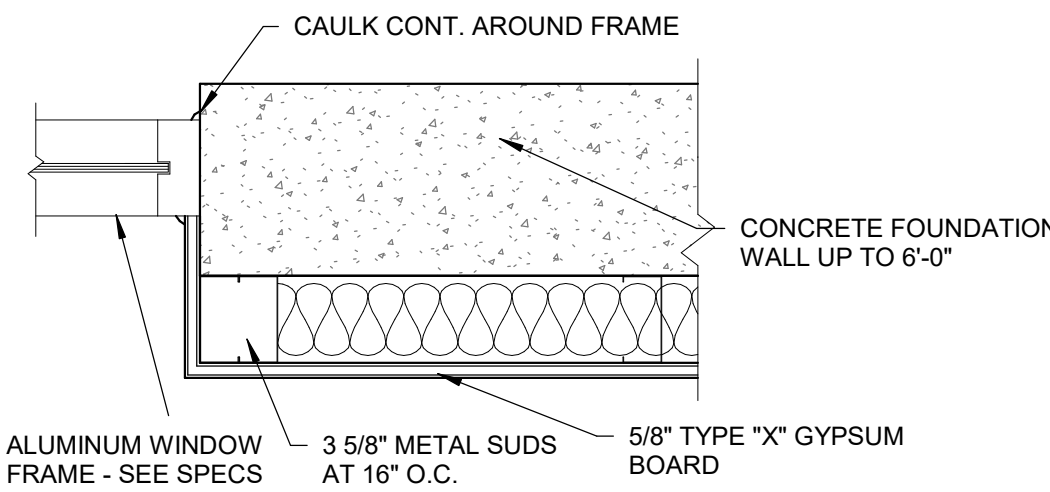
7 DOOR HEAD DETAIL
1 1/2" = 1'-0"



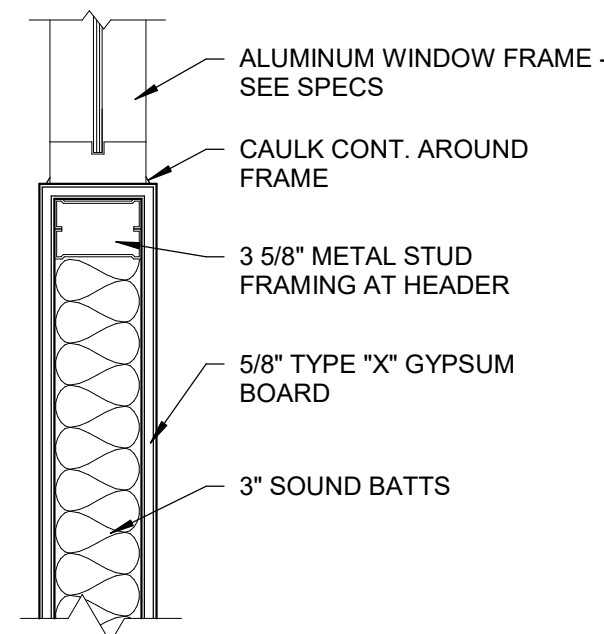
1 DOOR HEAD DETAIL
1 1/2" = 1'-0"



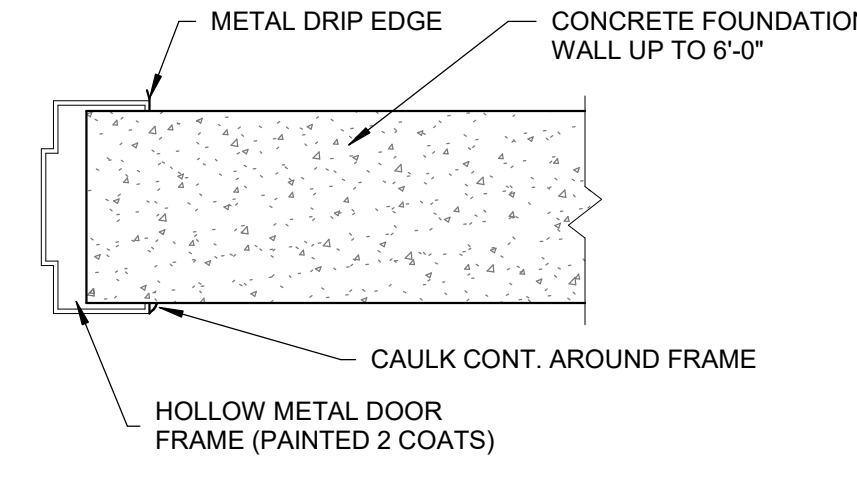
32 WINDOW HEAD DETAIL
1 1/2" = 1'-0"



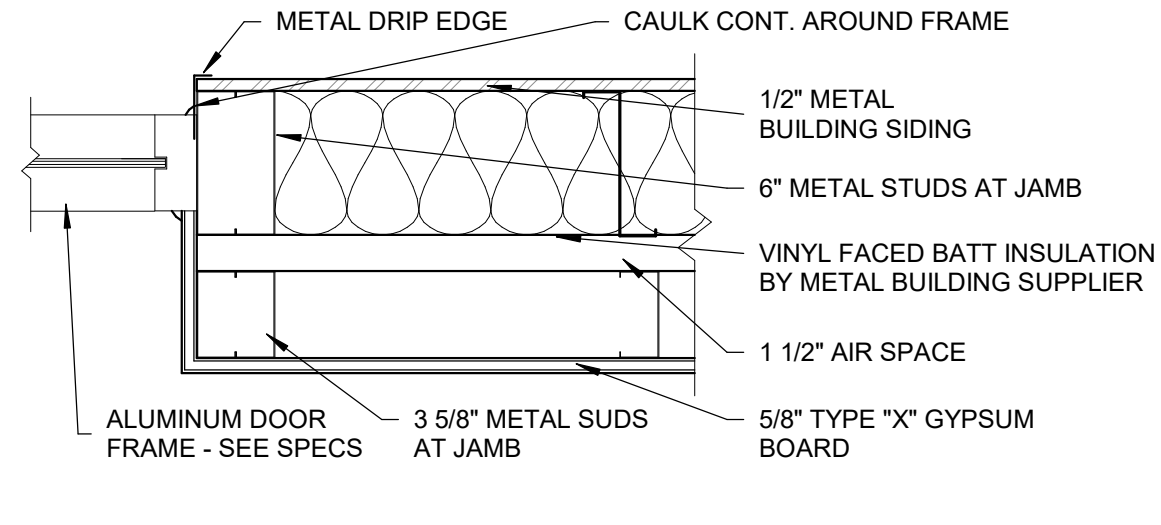
26 WINDOW JAMB DETAIL
1 1/2" = 1'-0"



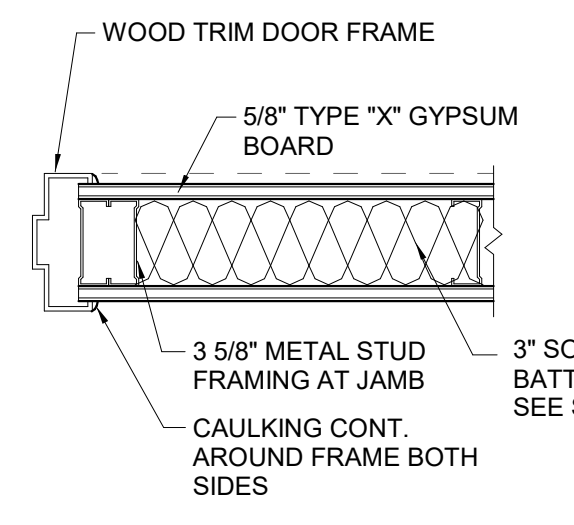
20 WINDOW SILL DETAIL
1 1/2" = 1'-0"



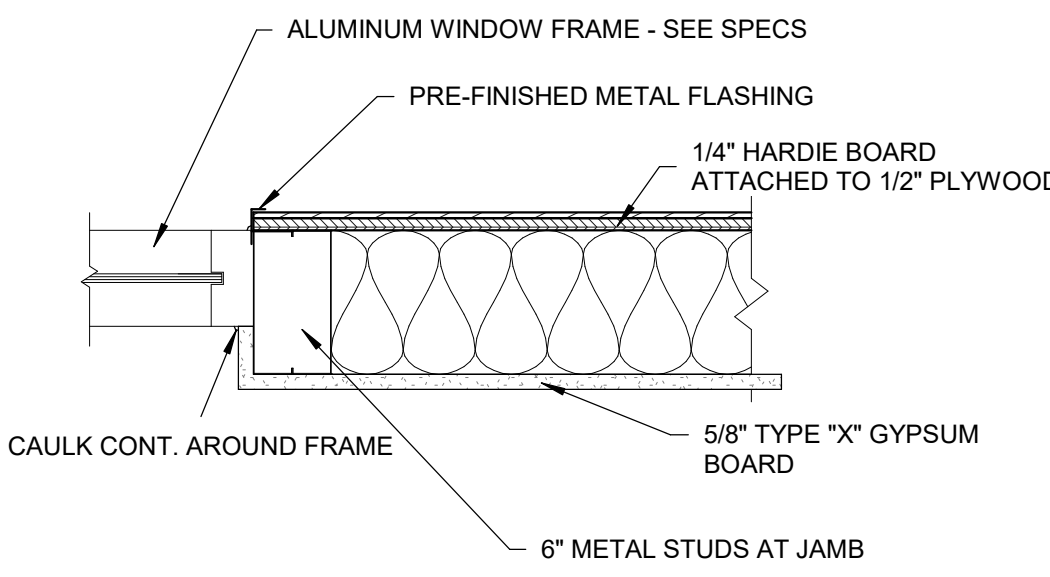
14 DOOR JAMB DETAIL
1 1/2" = 1'-0"



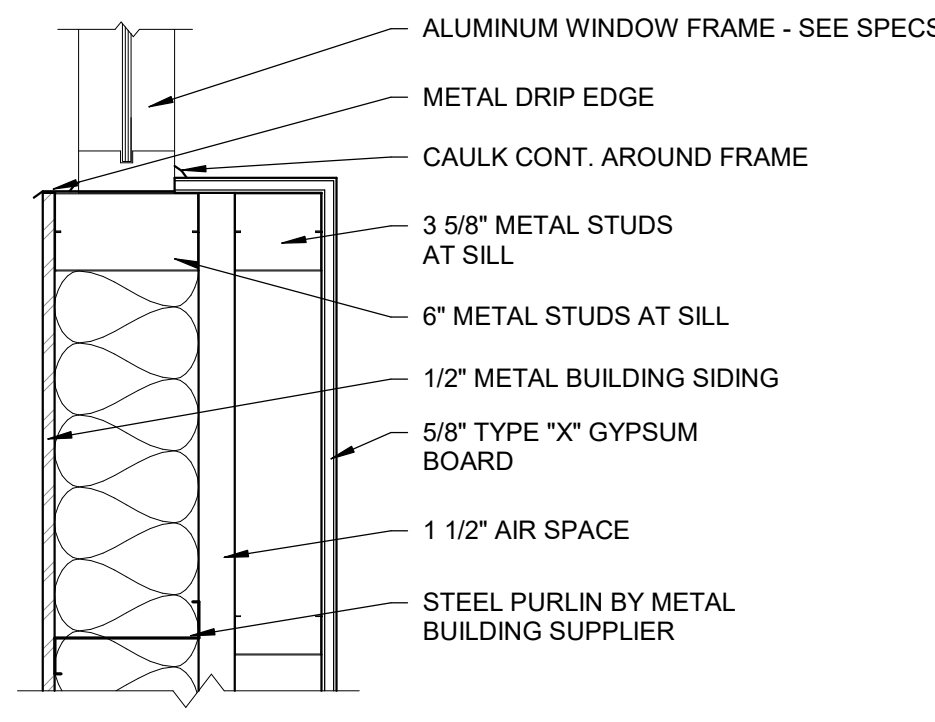
8 DOOR JAMB DETAIL
1 1/2" = 1'-0"



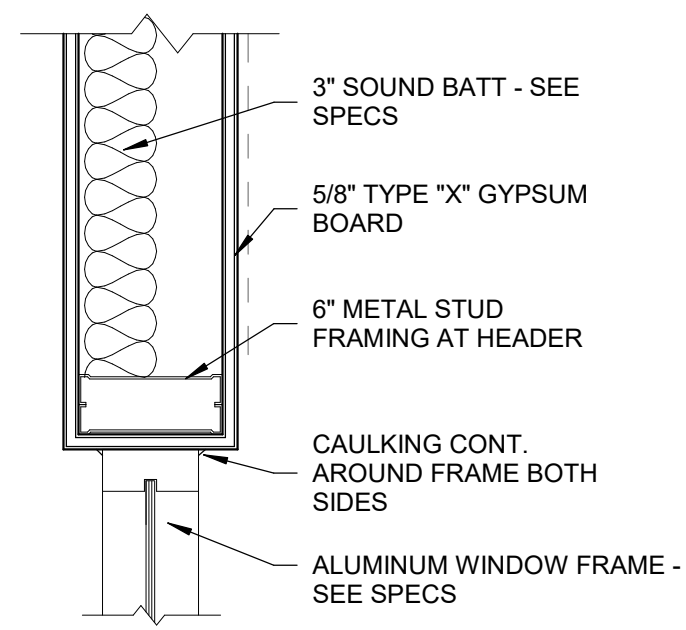
2 DOOR JAMB DETAIL
1 1/2" = 1'-0"



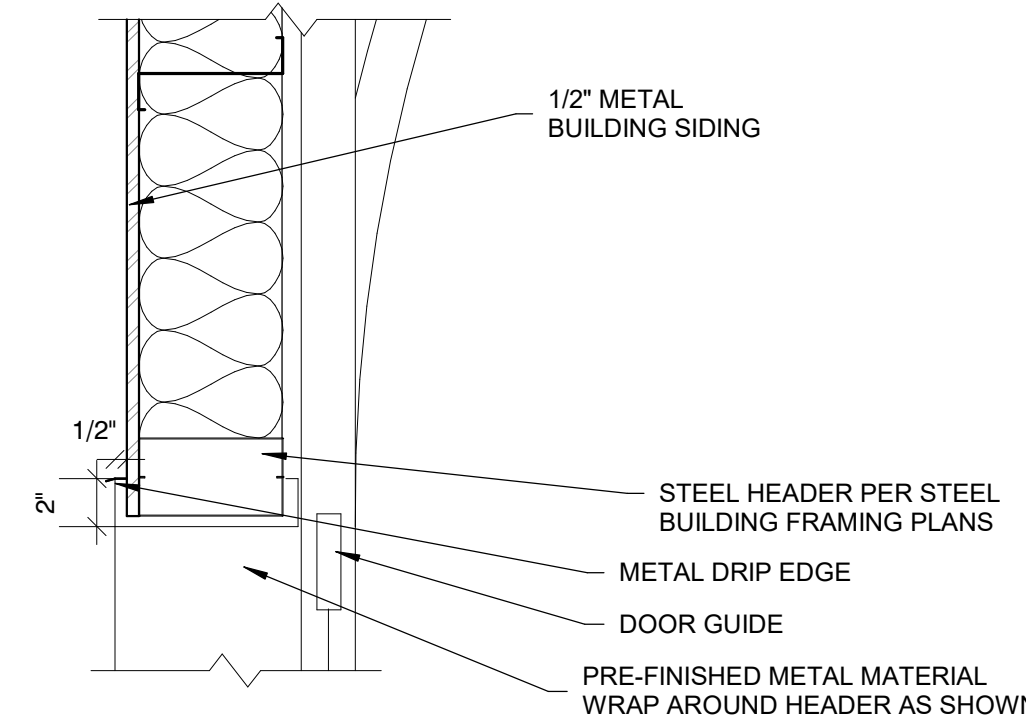
33 WINDOW JAMB DETAIL
1 1/2" = 1'-0"



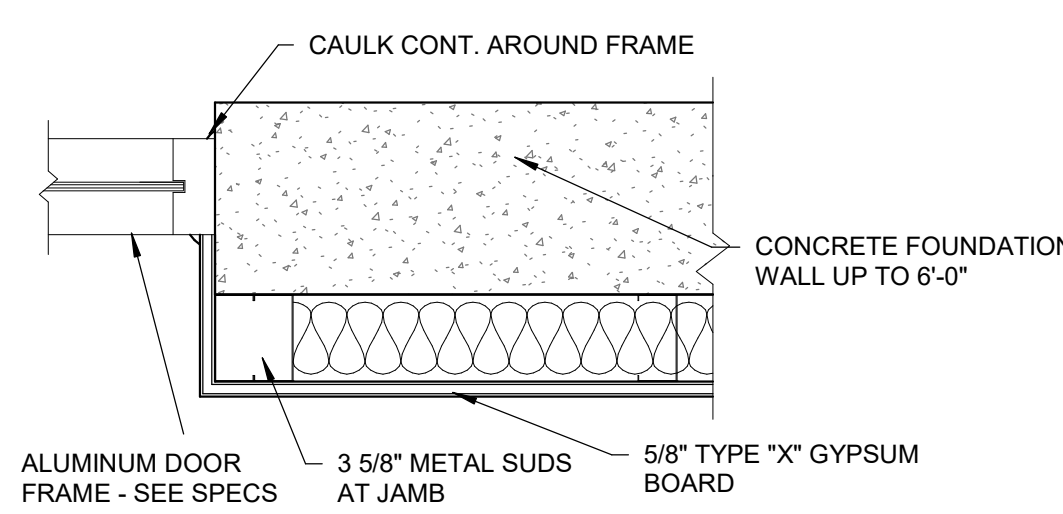
27 WINDOW SILL DETAIL
1 1/2" = 1'-0"



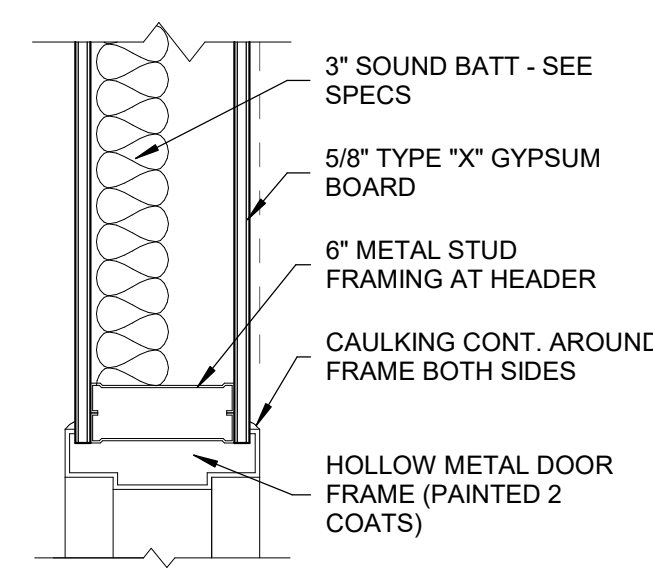
21 WINDOW HEAD DETAIL
1 1/2" = 1'-0"



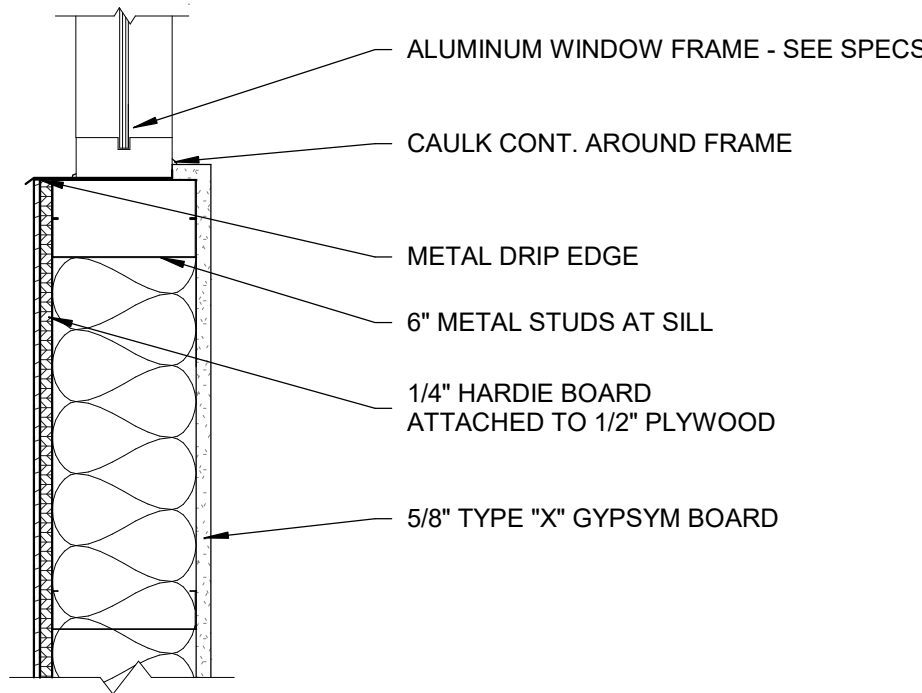
15 ROLL UP DOOR HEAD DETAIL
1 1/2" = 1'-0"



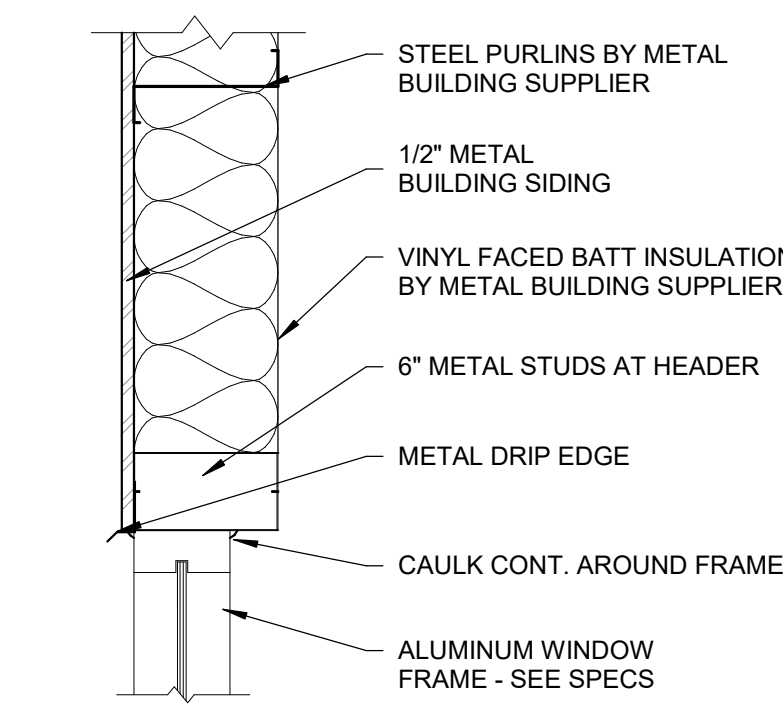
9 DOOR JAMB DETAIL
1 1/2" = 1'-0"



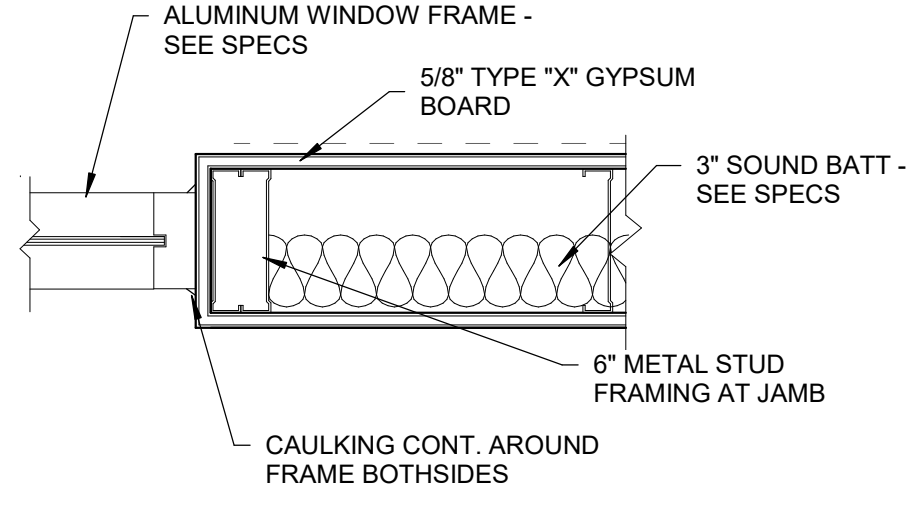
3 DOOR HEAD DETAIL
1 1/2" = 1'-0"



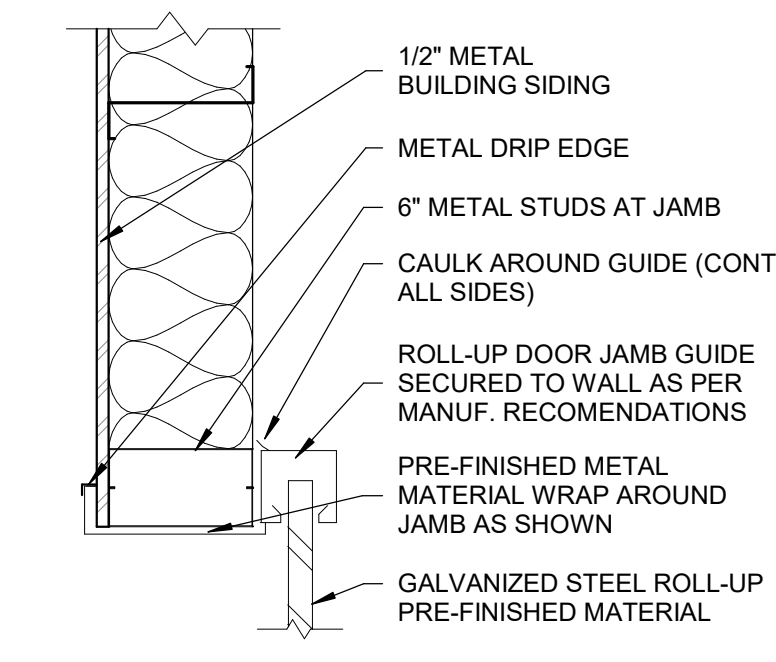
34 WINDOW SILL DETAIL
1 1/2" = 1'-0"



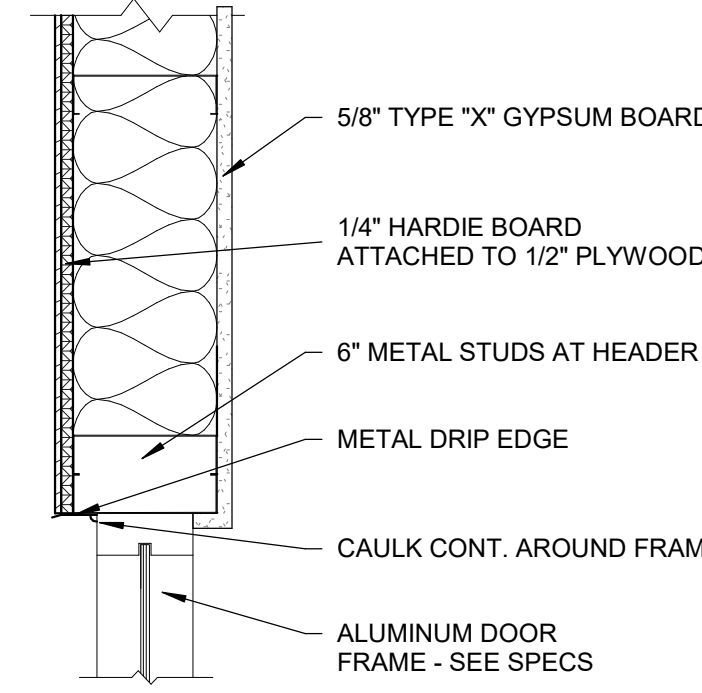
28 WINDOW HEAD DETAIL
1 1/2" = 1'-0"



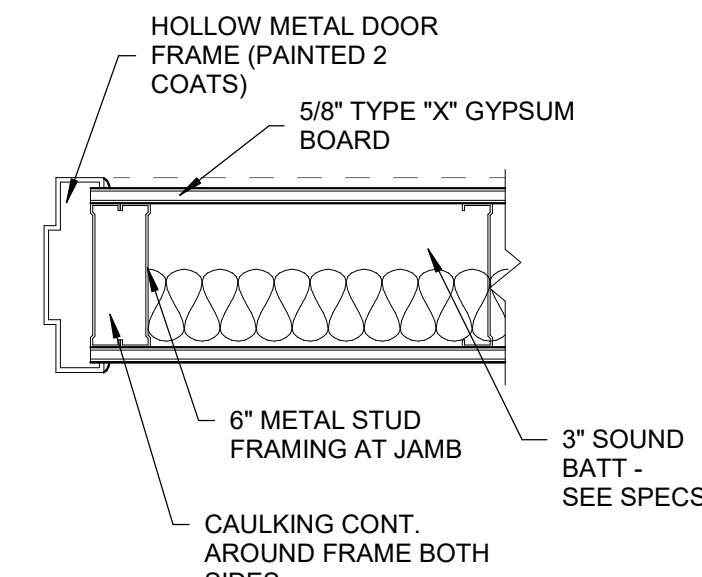
22 WINDOW JAMB DETAIL
1 1/2" = 1'-0"



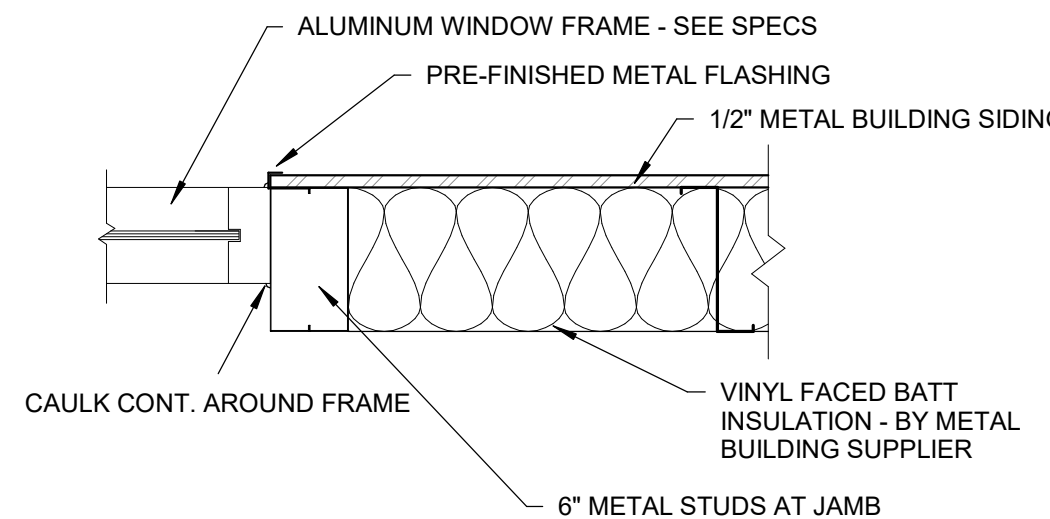
16 ROLL UP DOOR JAMB DETAIL
1 1/2" = 1'-0"



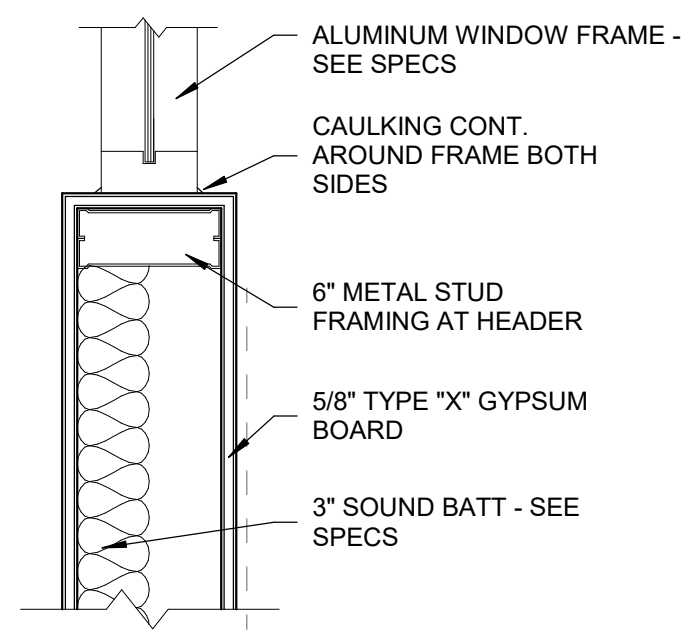
10 DOOR HEAD DETAIL
1 1/2" = 1'-0"



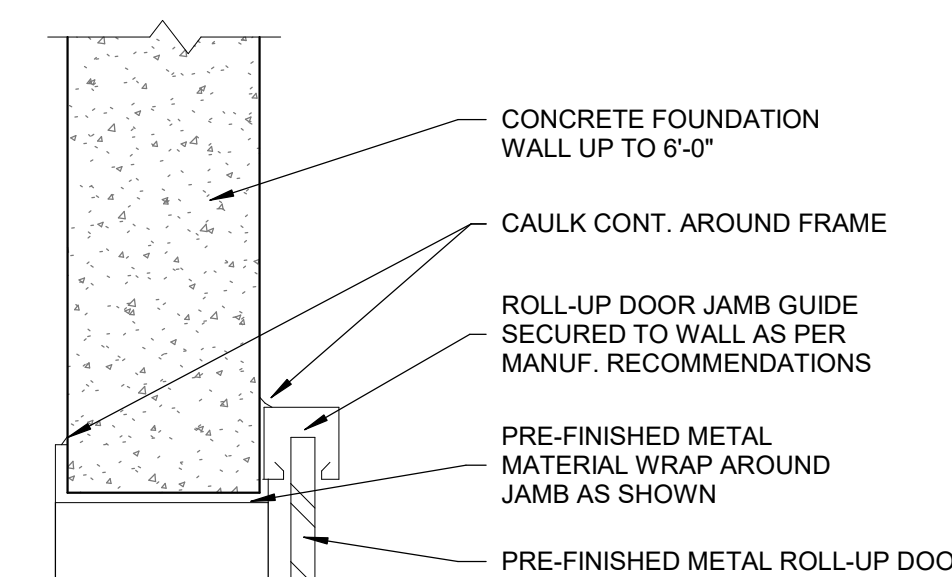
4 DOOR JAMB DETAIL
1 1/2" = 1'-0"



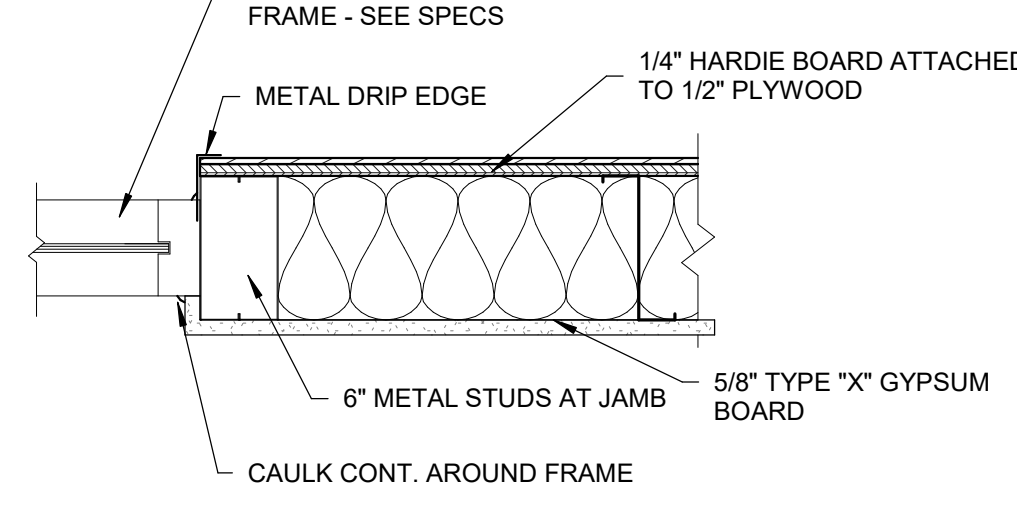
29 WINDOW JAMB DETAIL
1 1/2" = 1'-0"



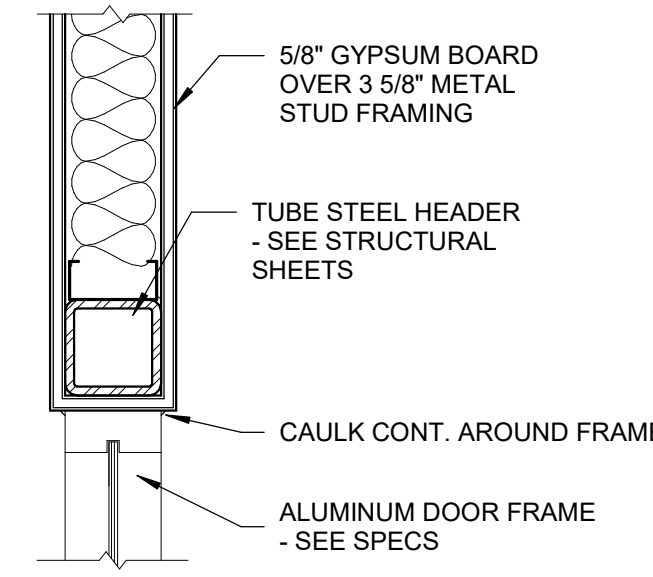
23 WINDOW SILL DETAIL
1 1/2" = 1'-0"



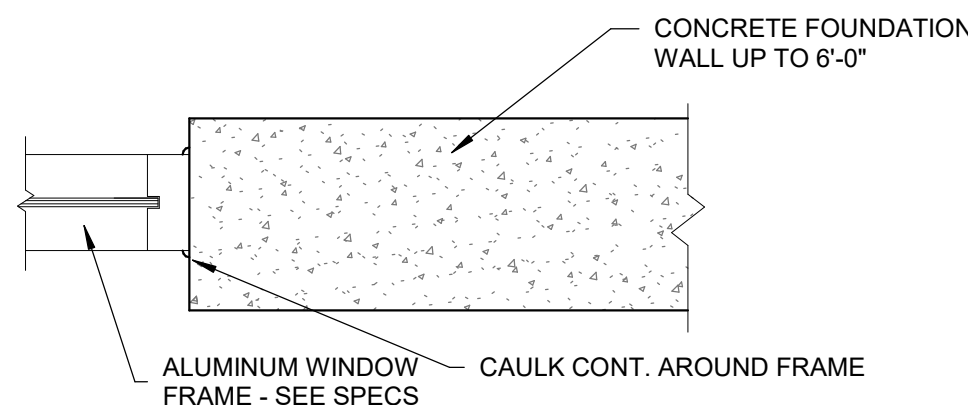
17 ROLL UP DOOR JAMB DETAIL
1 1/2" = 1'-0"



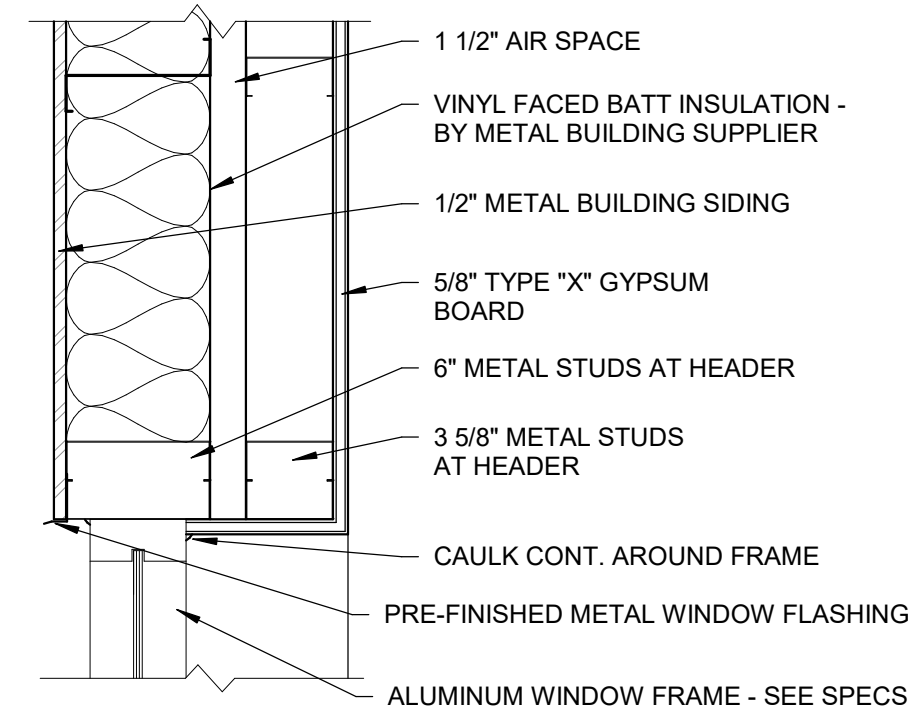
11 DOOR JAMB DETAIL
1 1/2" = 1'-0"



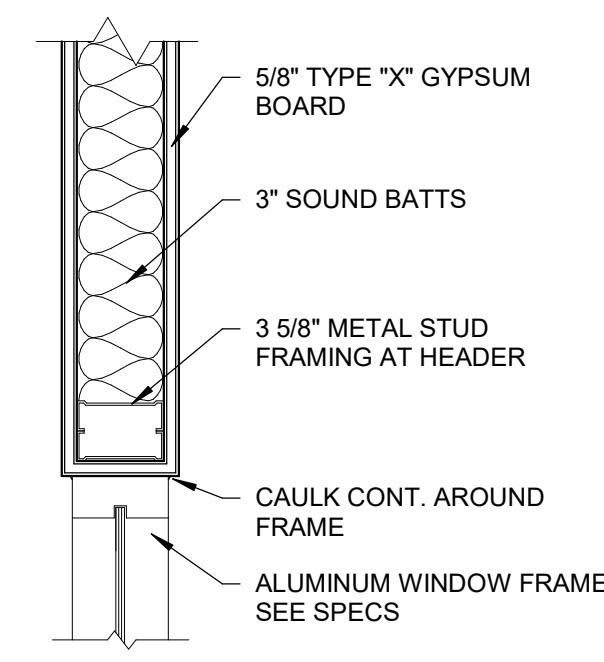
5 DOOR HEAD DETAIL
1 1/2" = 1'-0"



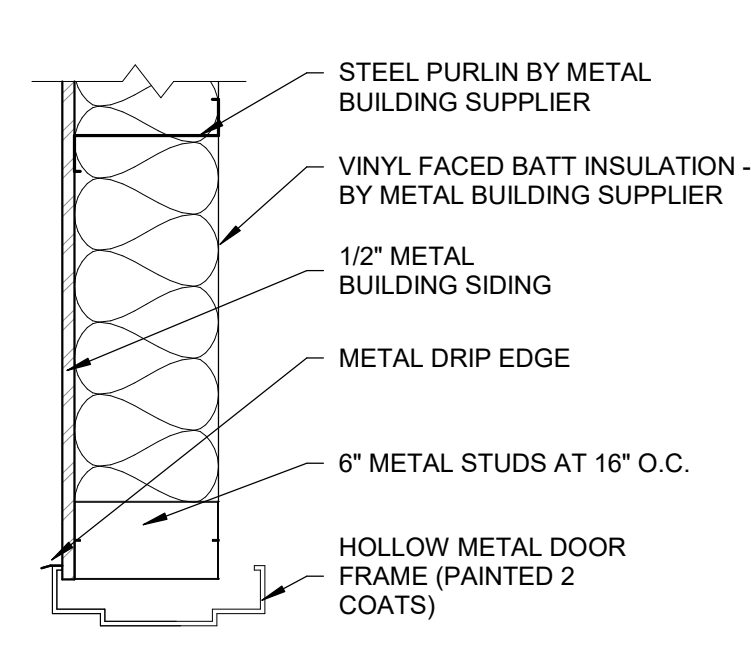
30 WINDOW JAMB DETAIL
1 1/2" = 1'-0"



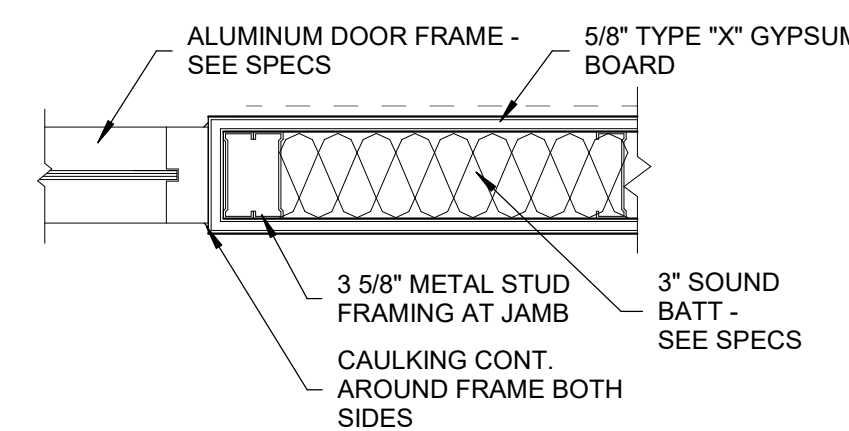
24 WINDOW HEAD DETAIL
1 1/2" = 1'-0"



18 WINDOW HEAD DETAIL
1 1/2" = 1'-0"



12 DOOR HEAD DETAIL
1 1/2" = 1'-0"



6 DOOR JAMB DETAIL
1 1/2" = 1'-0"

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPAINISH FORK, UT 84646
WWW.KMAARCHITECTS.COM

KMA
ARCHITECTS

STATE OF UTAH
KATELYN ALLEN
CHRISTOPHER
No. 969959-0001
REGISTERED ARCHITECT

REVISIONS:

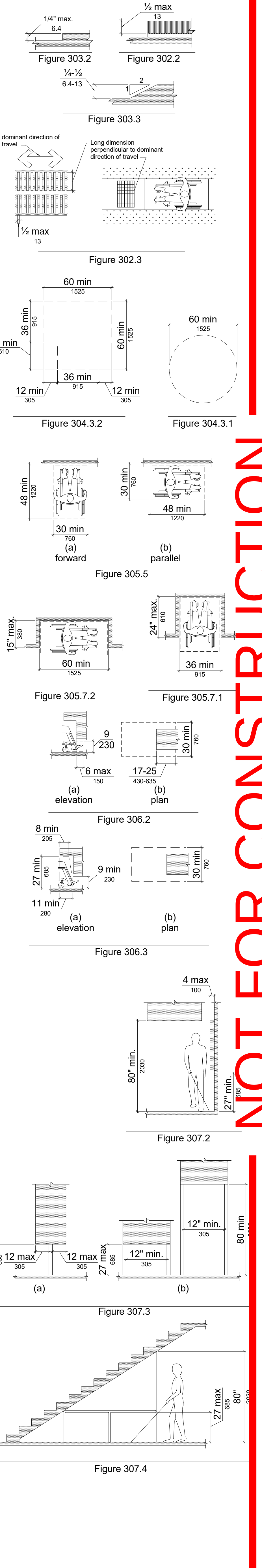
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD

PROJECT TITLE
BRADFORD MOUNTAINLAND SUPPLY
109 SPLIT ROCK DRIVE

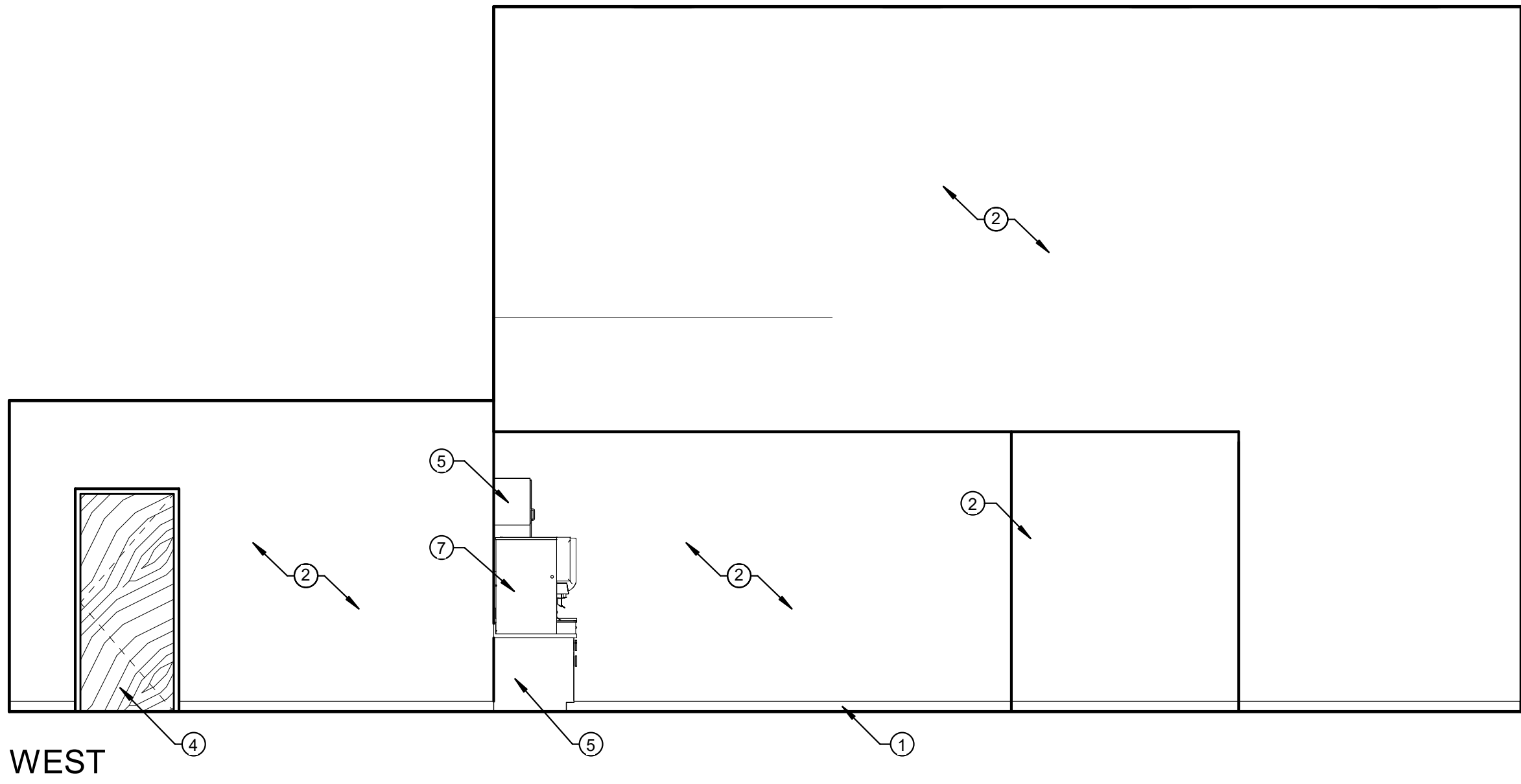
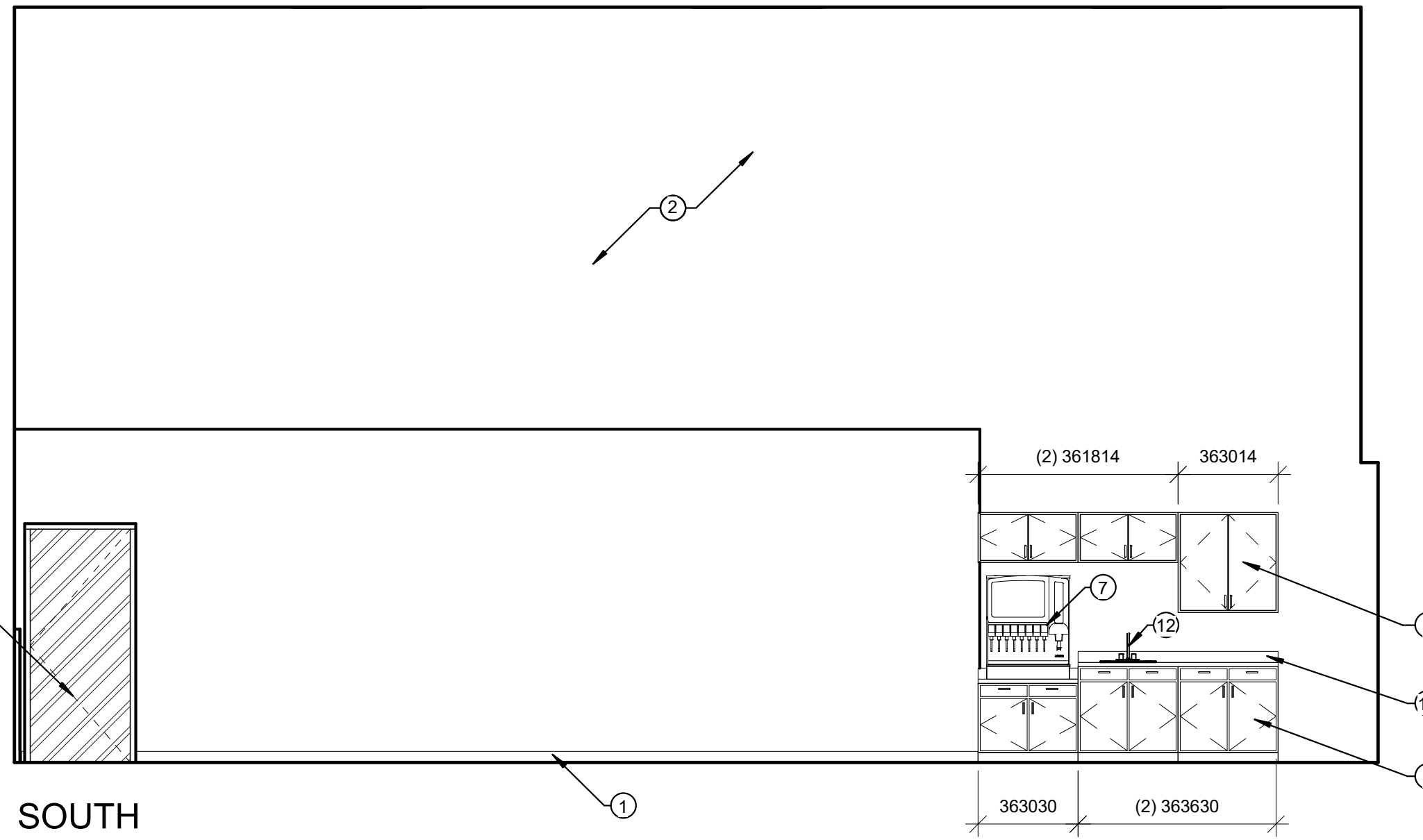
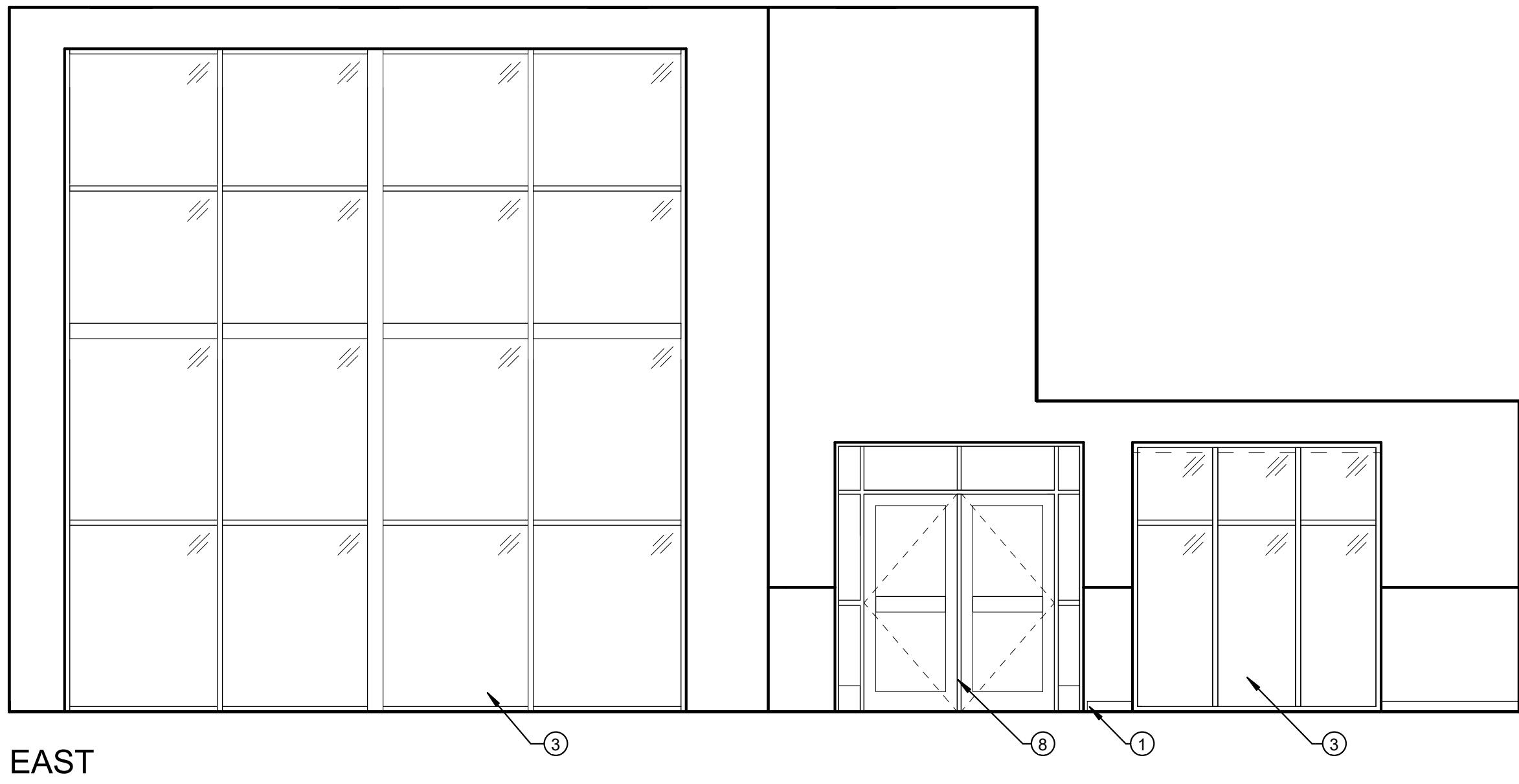
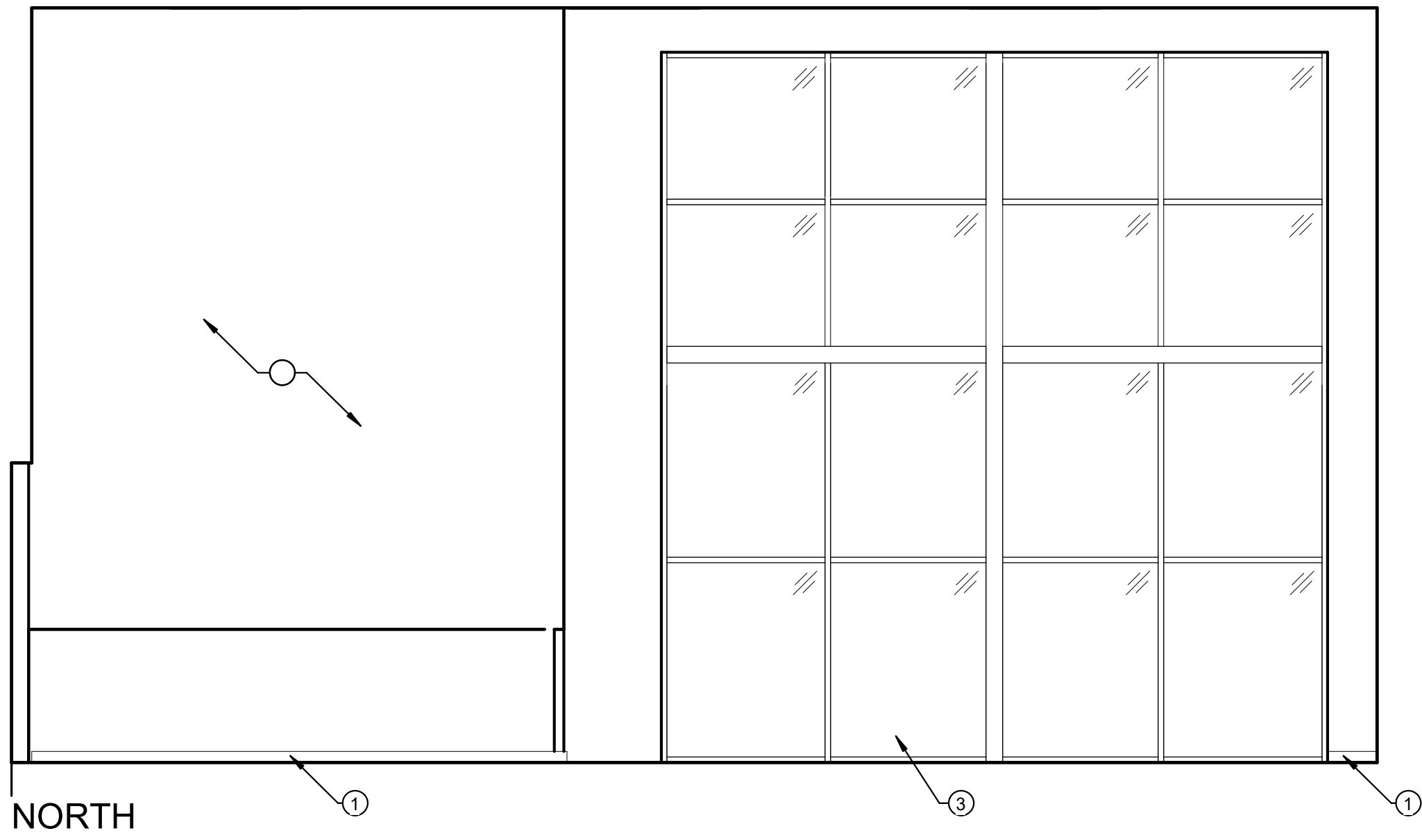
DRAWN BY: DJH
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

A5.1

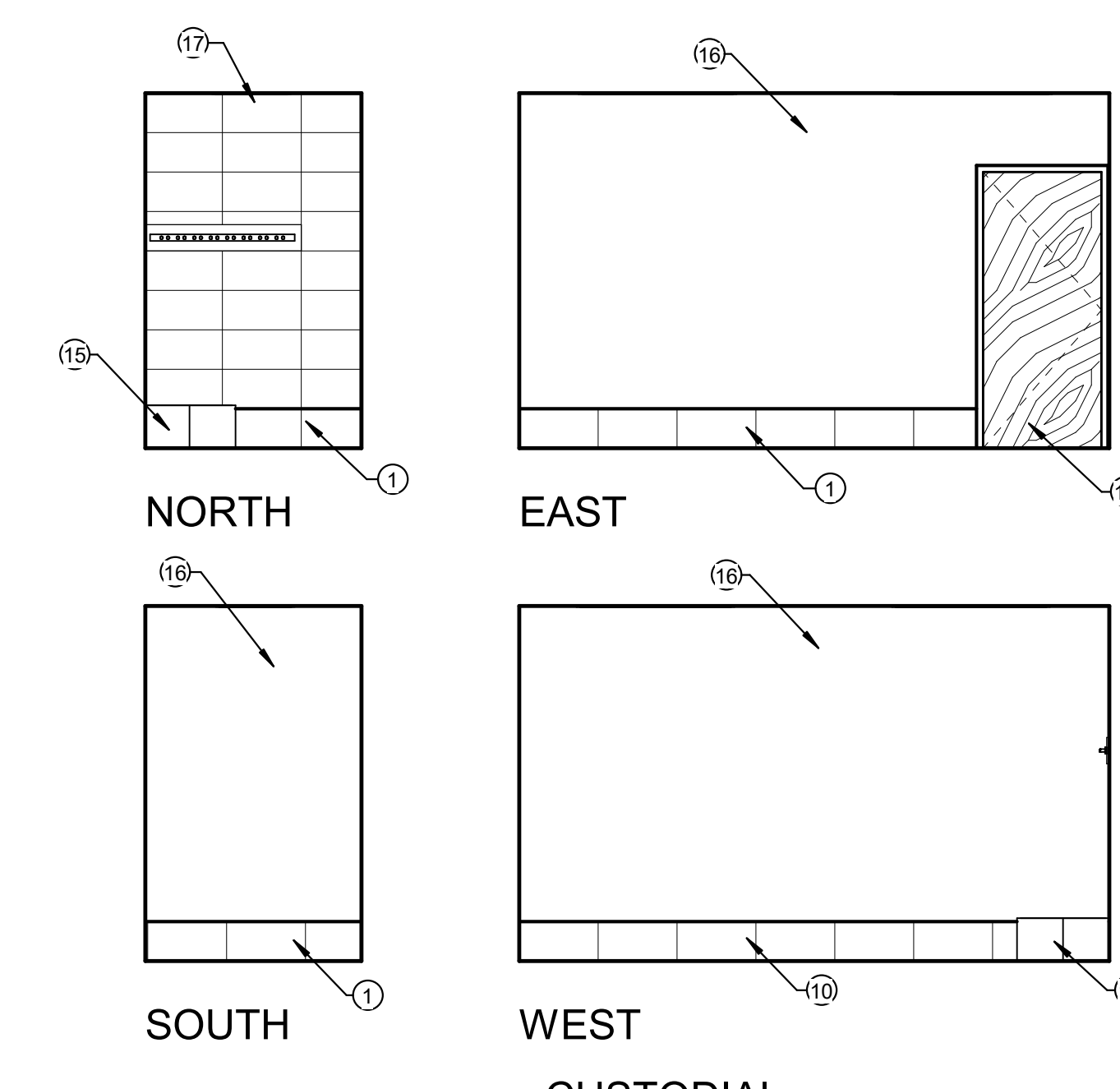
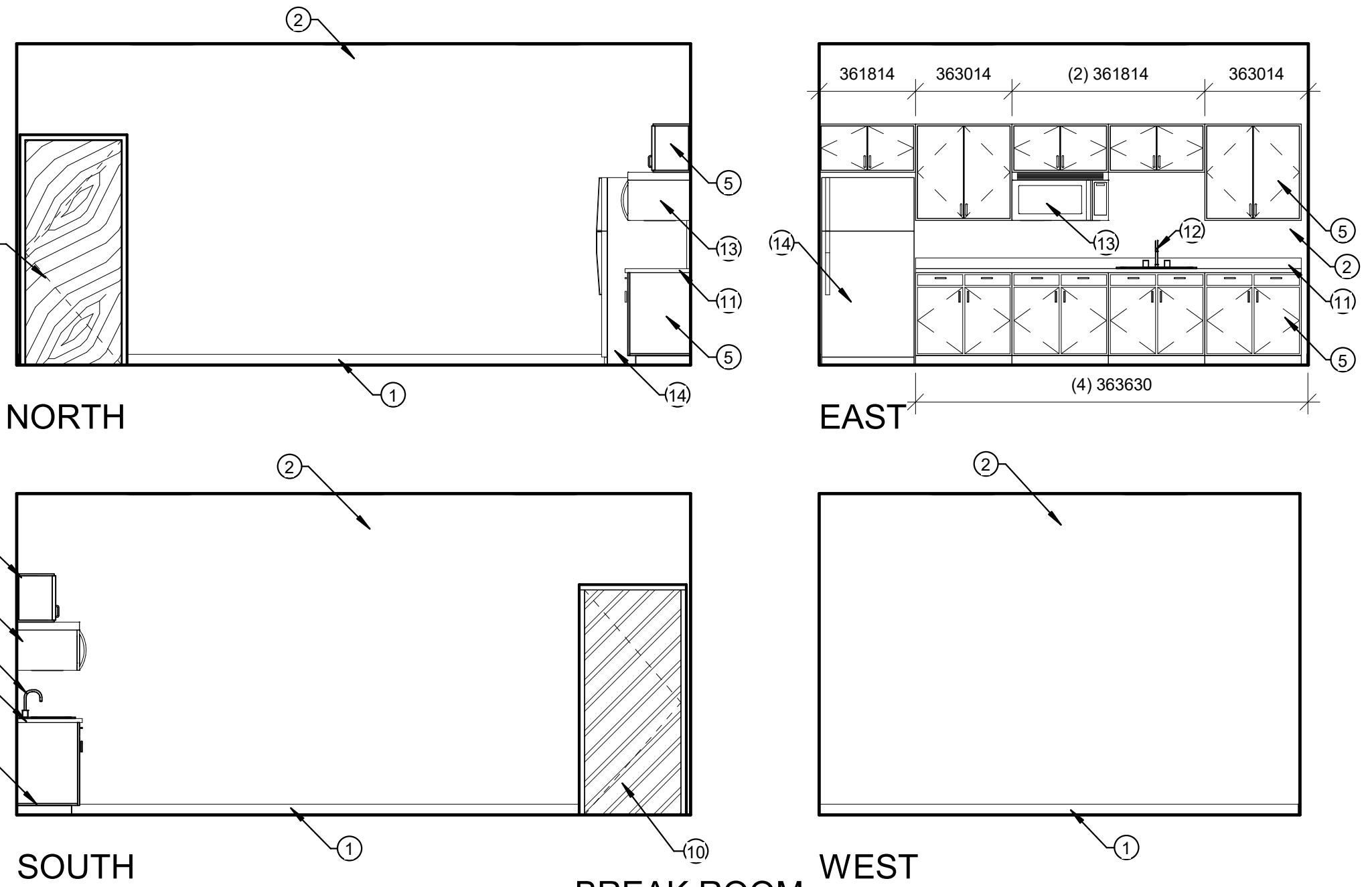


THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

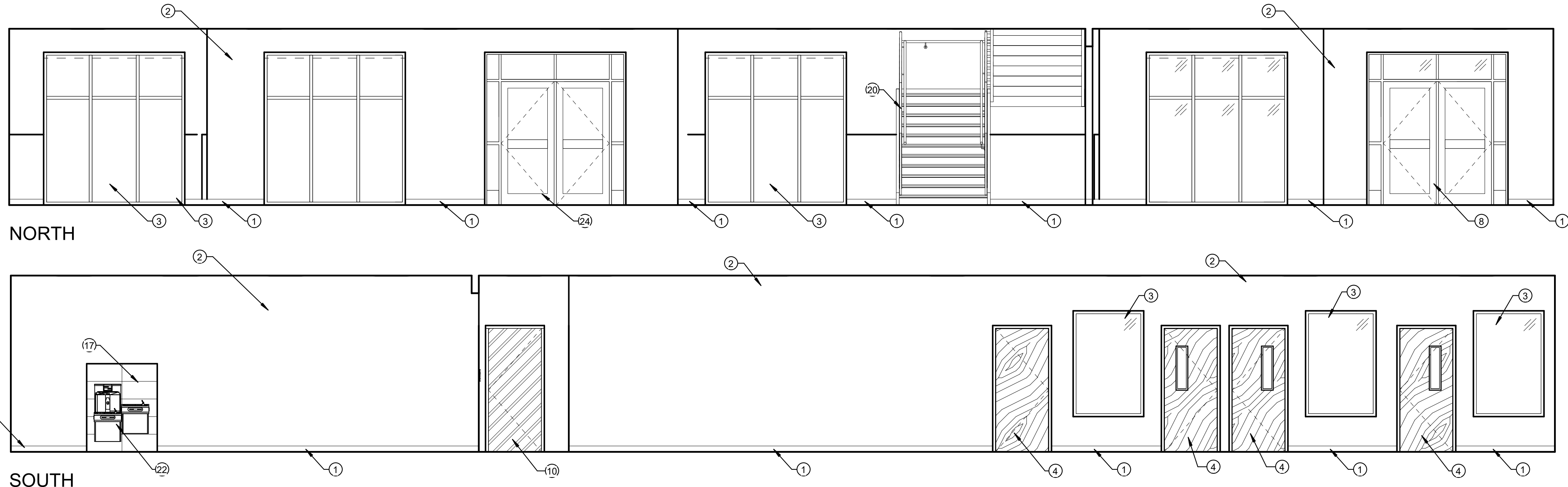
3/21/2024 4:48:10 PM 1/4" = 1'-0"



2 CONTRACTORS SPACE
1/4" = 1'-0"



5 CUSTODIAL
1/4" = 1'-0"



8 BULL PEN & SHOWROOM
1/4" = 1'-0"

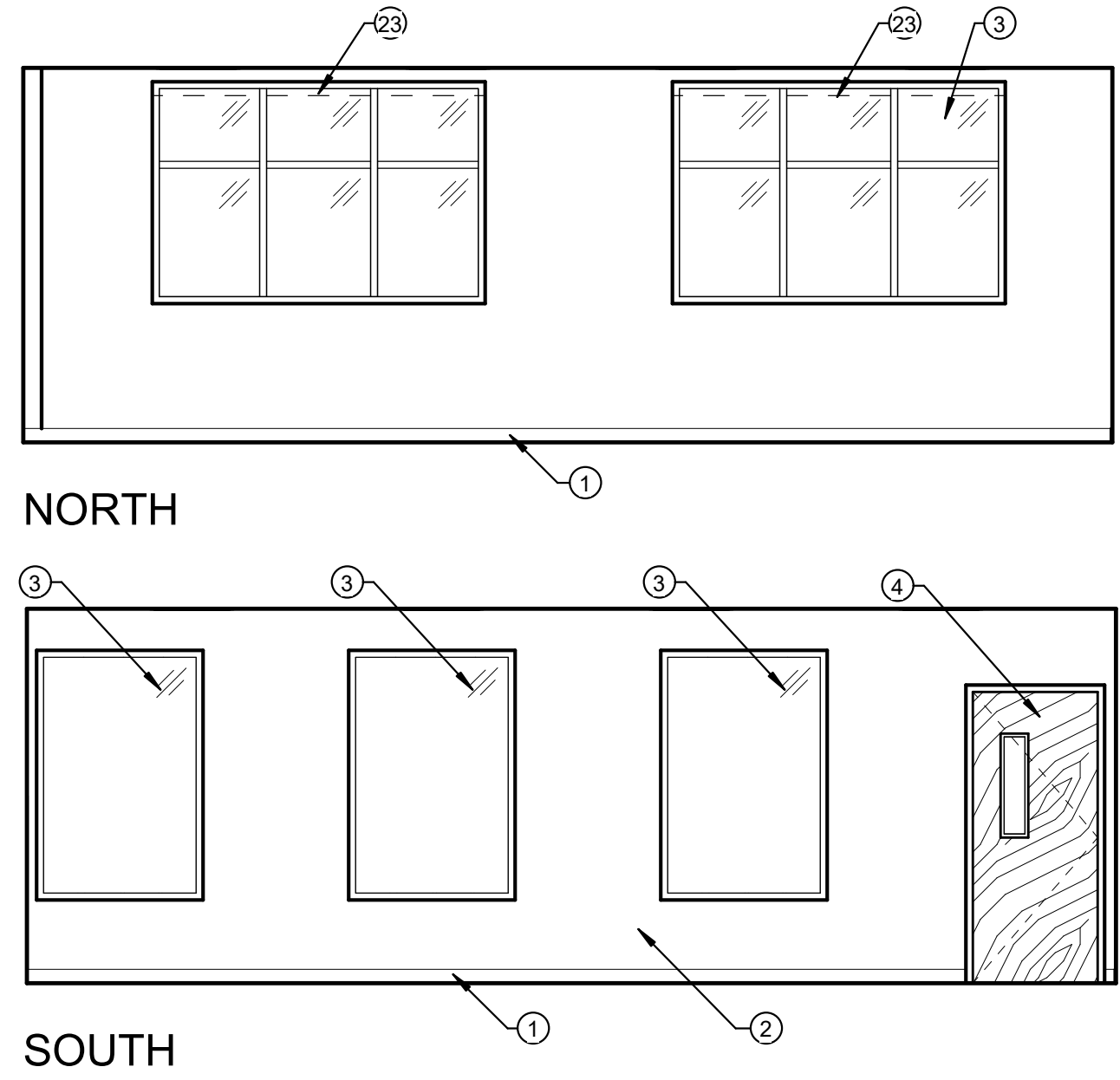


SHEET NOTES

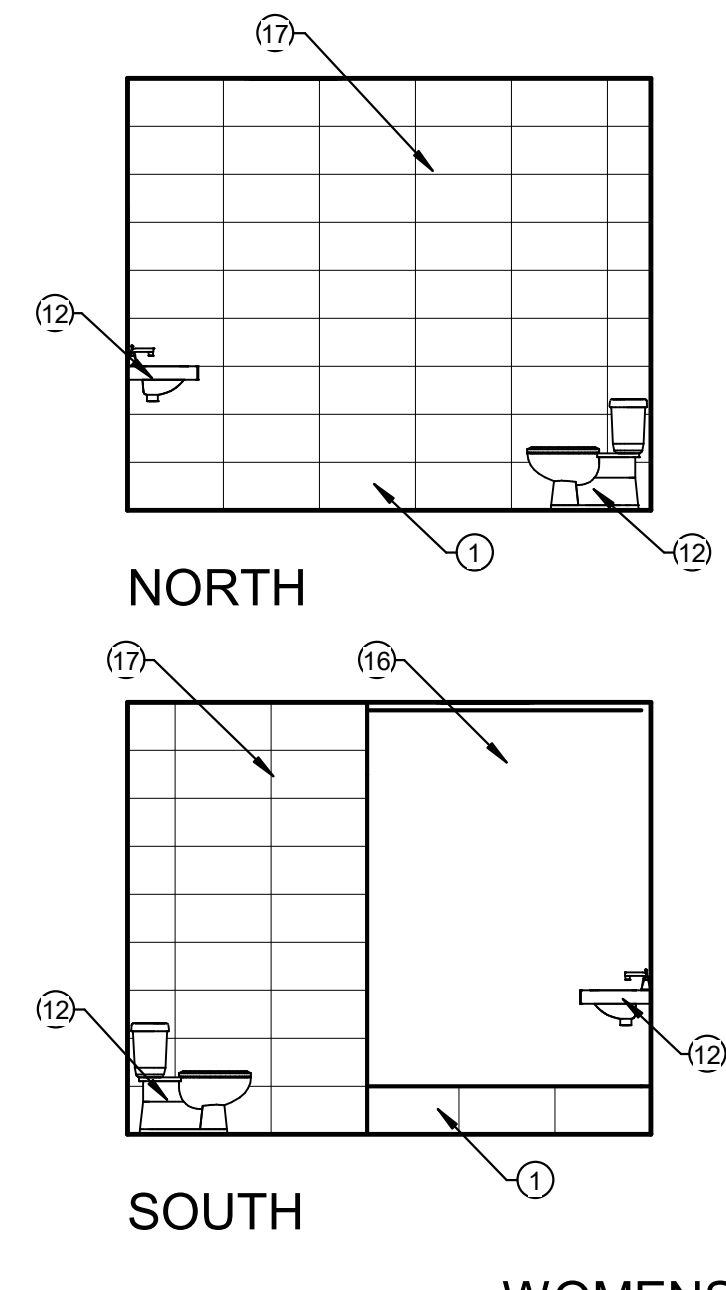
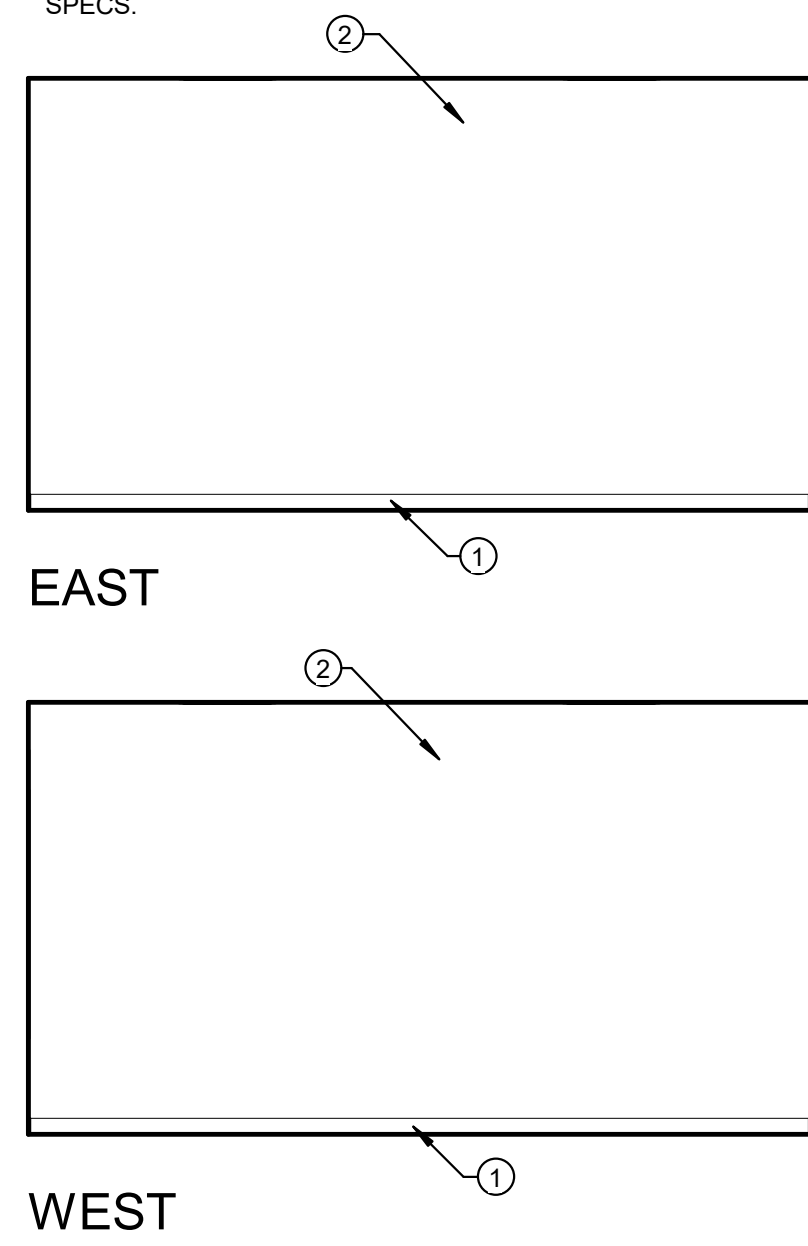
- BASE - SEE FINISH SCHEDULE
- TEXTURED AND PAINTED GYPSUM BOARD - COLOR AS SELECTED BY ARCHITECT.
- ALUMINUM WINDOW - SEE WINDOW TYPES.
- WOOD TRIM DOOR FRAME (PAINTED) AND HARDWOOD DOOR - SEE DOOR SCHEDULE.
- MILLWORK - SEE SPECS.
- MECHANICAL GRILL - SEE MECHANICAL SHEETS
- SODA MACHINE (N.I.C.)
- ALUMINUM ENTRY SYSTEM WITH AUTOMATIC DOORS - SEE DOOR SCHEDULE, TYPES, AND HARDWARE.
- MECHANICAL DUCTWORK - SEE MECHANICAL SHEETS.
- HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE, COLOR AS SELECTED BY ARCHITECT.
- PLASTIC LAMINATE COUNTERTOP W/4" BACKSPLASH - SEE SPECS.

SHEET NOTES

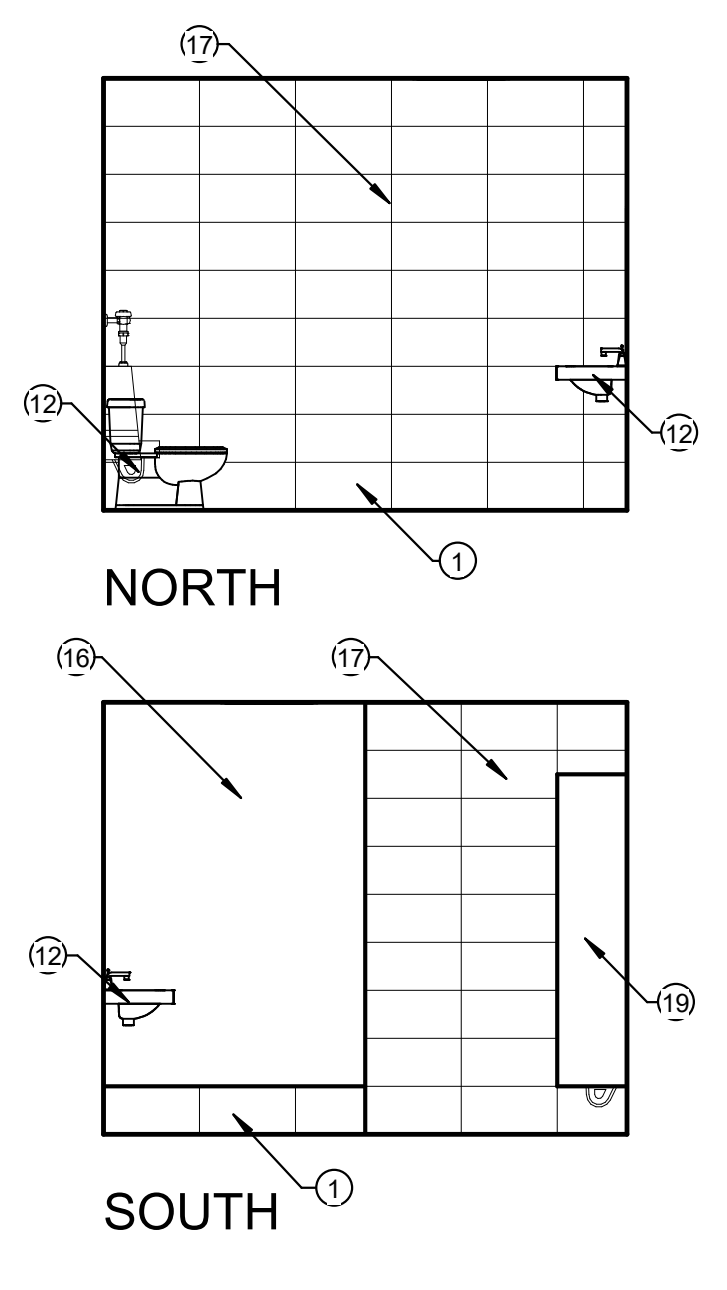
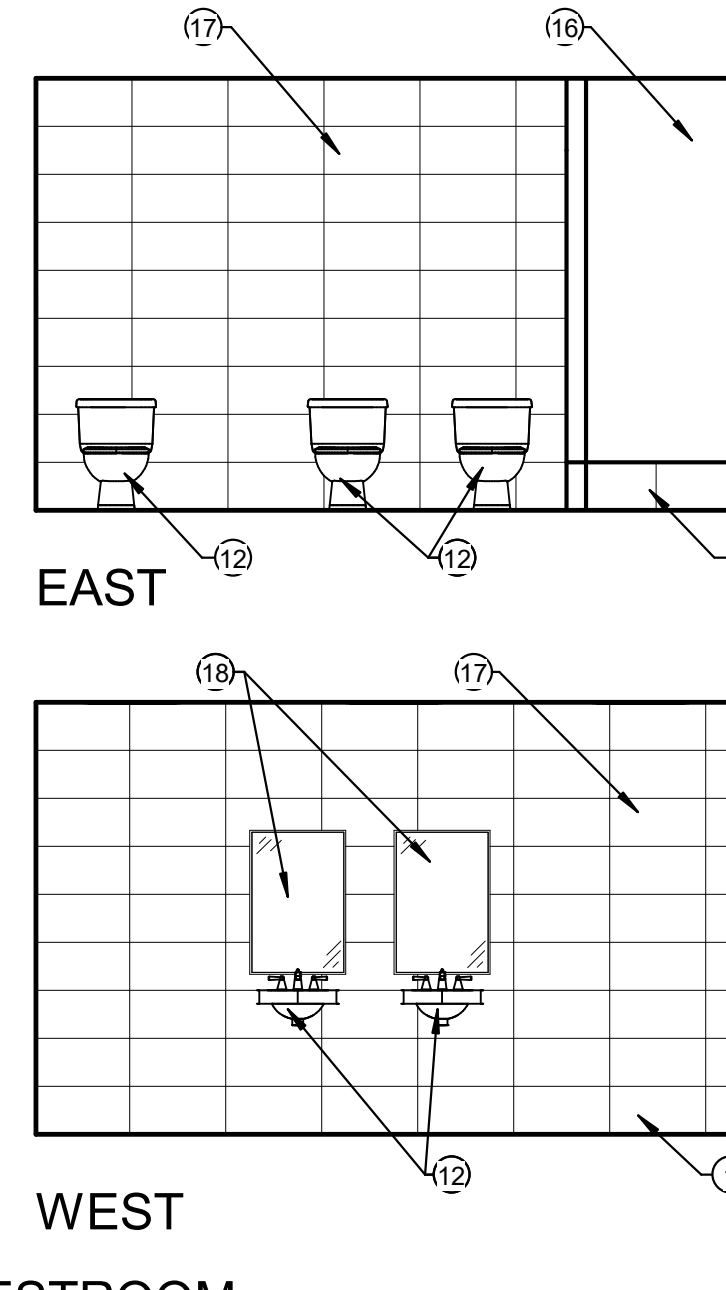
- PLUMBING FIXTURES - SEE PLUMBING SHEETS
- MICROWAVE (N.I.C.)
- REFRIGERATOR - FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR
- MOP SINK - SEE DETAIL 4/A8.1 AND PLUMBING SHEETS.
- TEXTURED AND EPOXY PAINTED GYPSUM BOARD - COLOR AS SELECTED BY ARCHITECT.
- 12"x 24" CERAMIC WALL TILE (FIELD COLOR) - SEE SPECS
- 24"x 36" MIRROR - SEE SPECS
- TOILET PARTITIONS - SEE SPECS.
- STEEL GUARDRAIL - SEE SPECS
- PRE-FABRICATED STEEL STAIR SYSTEM WITH 2" CONCRETE PANS.
- ELECTRICAL WATER COOLER - SEE DETAIL 5/A8.1
- ROLLING SHADES - SEE SPECS.
- ALUMINUM ENTRY SYSTEM - SEE DOOR SCHEDULE.
- PLASTIC LAMINATE COUNTERTOP WITH BACKSPLASH - SEE SPECS.



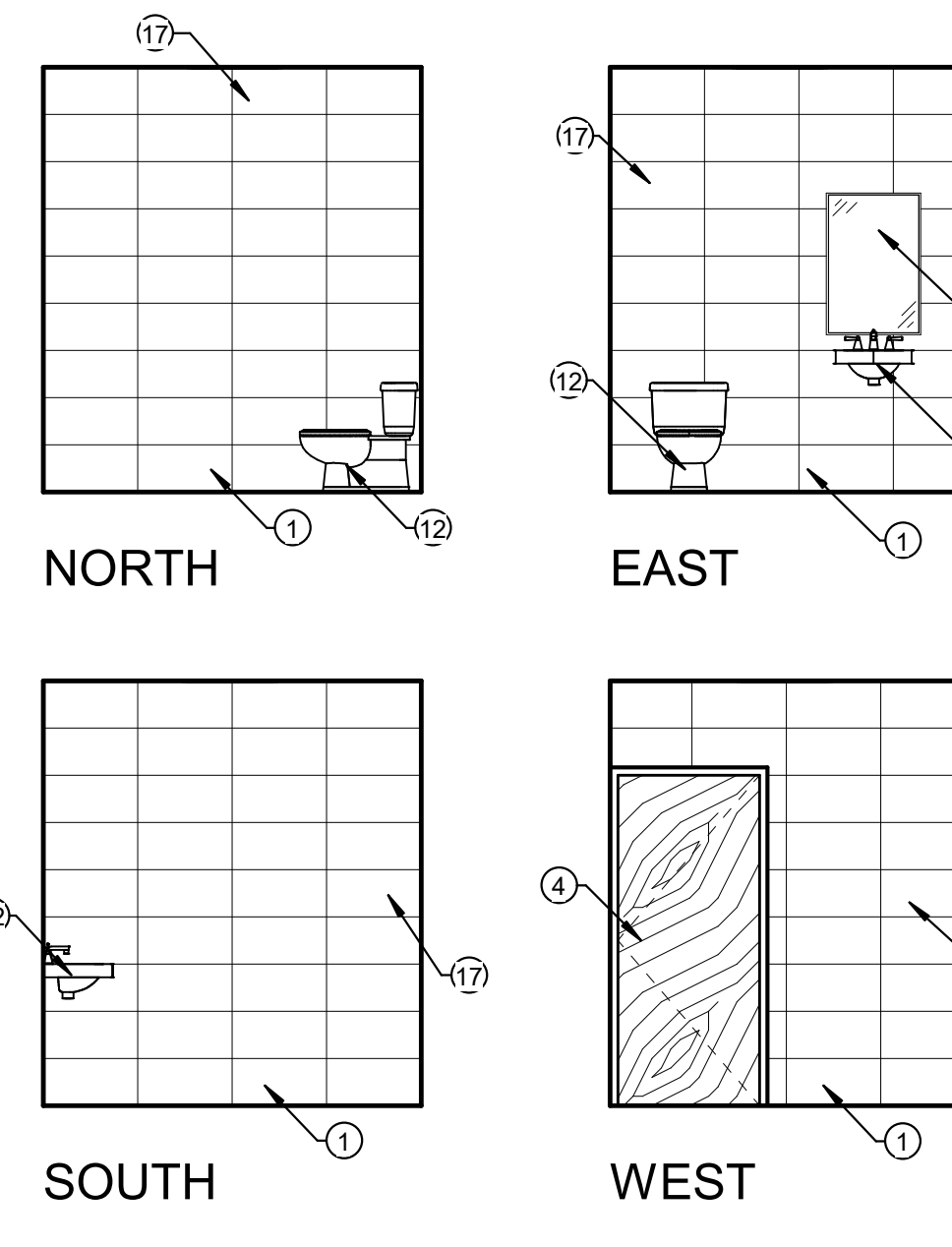
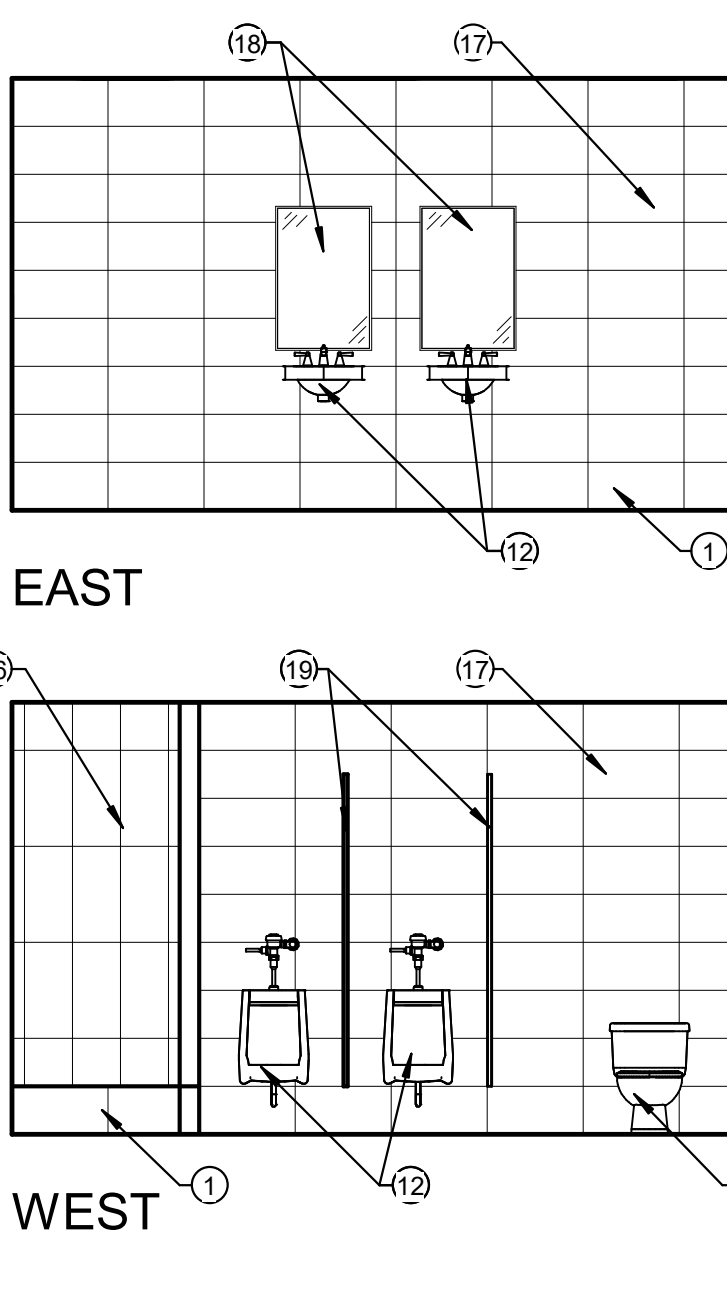
1 CONFERENCE ROOM
1/4" = 1'-0"



4 WOMENS RESTROOM
1/4" = 1'-0"



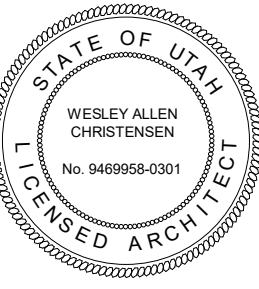
3 MENS RESTROOM
1/4" = 1'-0"



7 SINGLE RESTROOM
1/4" = 1'-0"

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPRINGFIELD, ILLINOIS 62760
WWW.KMAARCHITECTS.COM



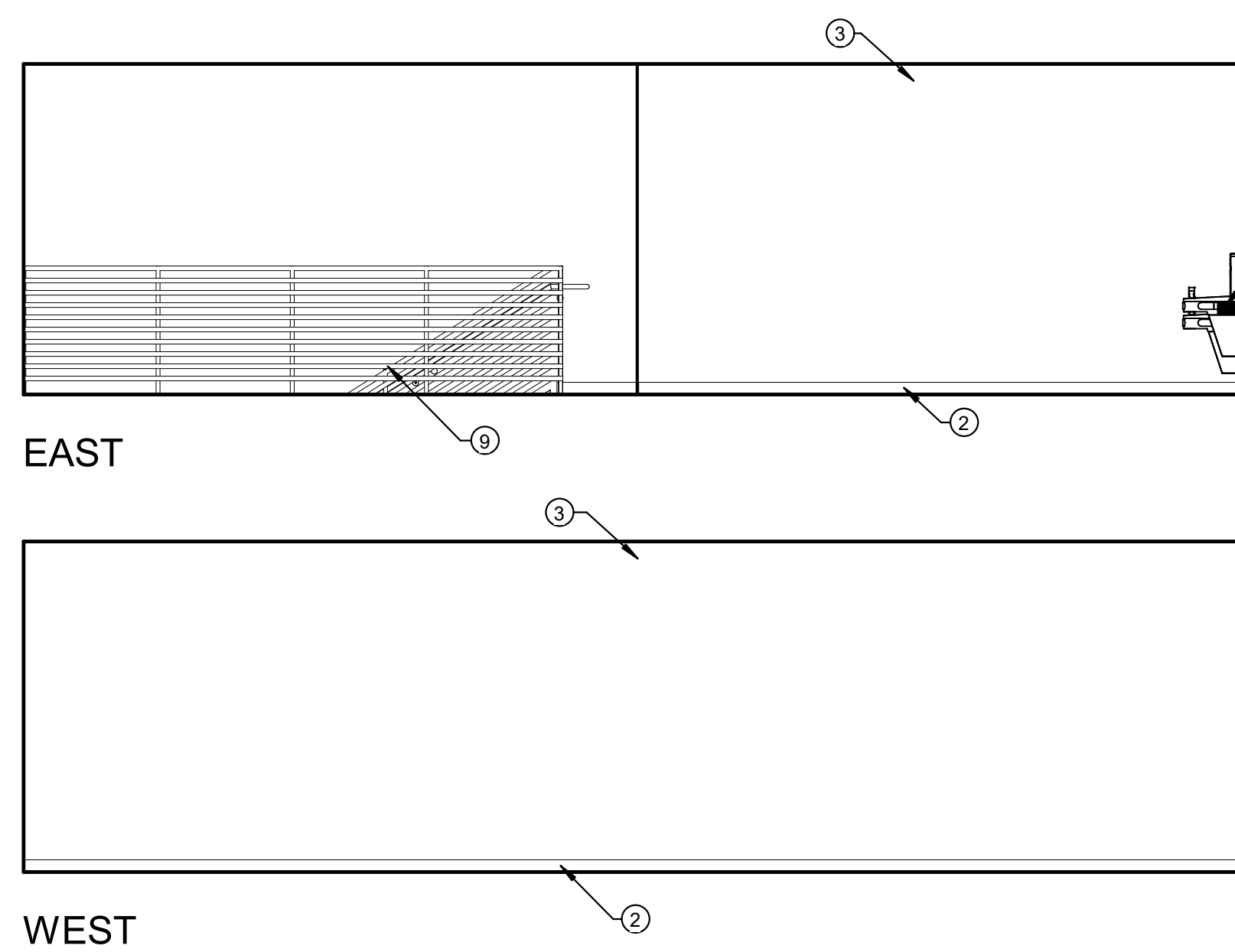
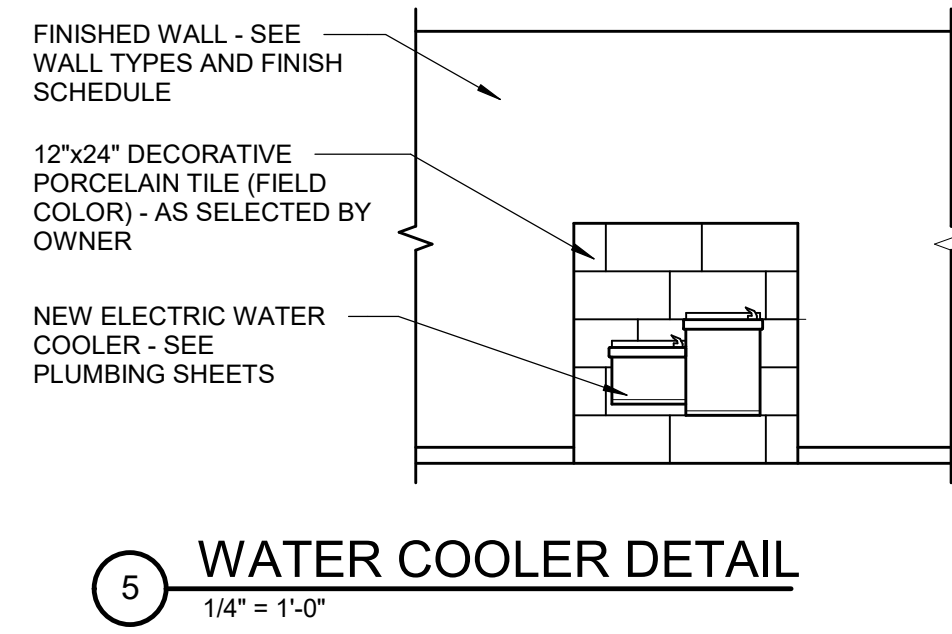
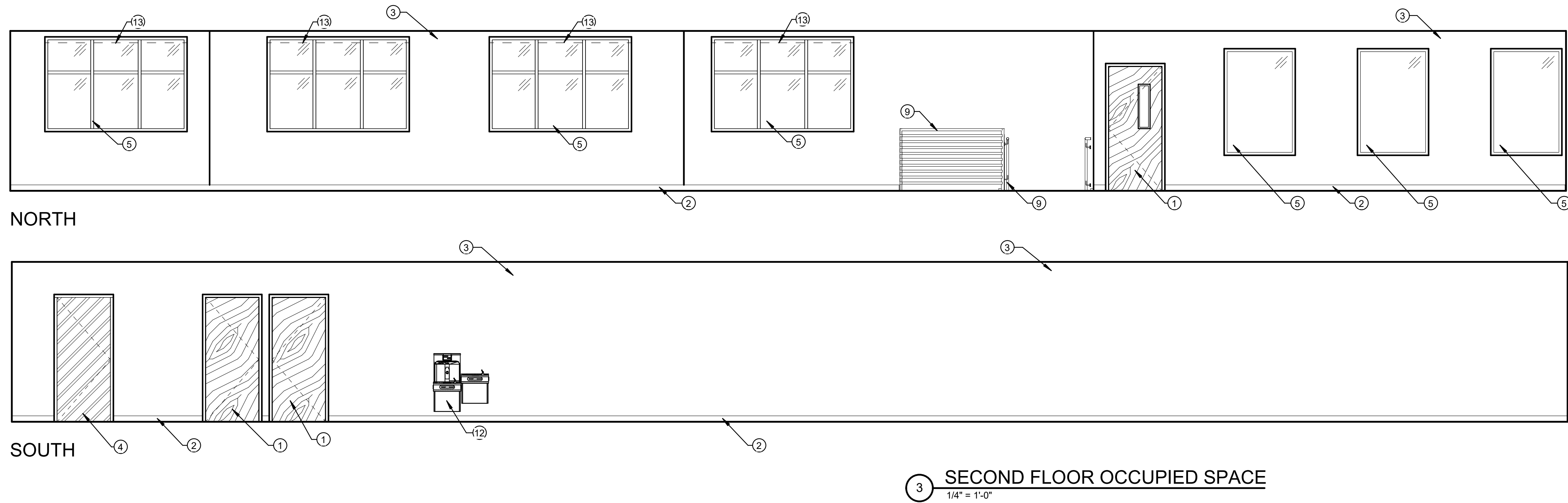
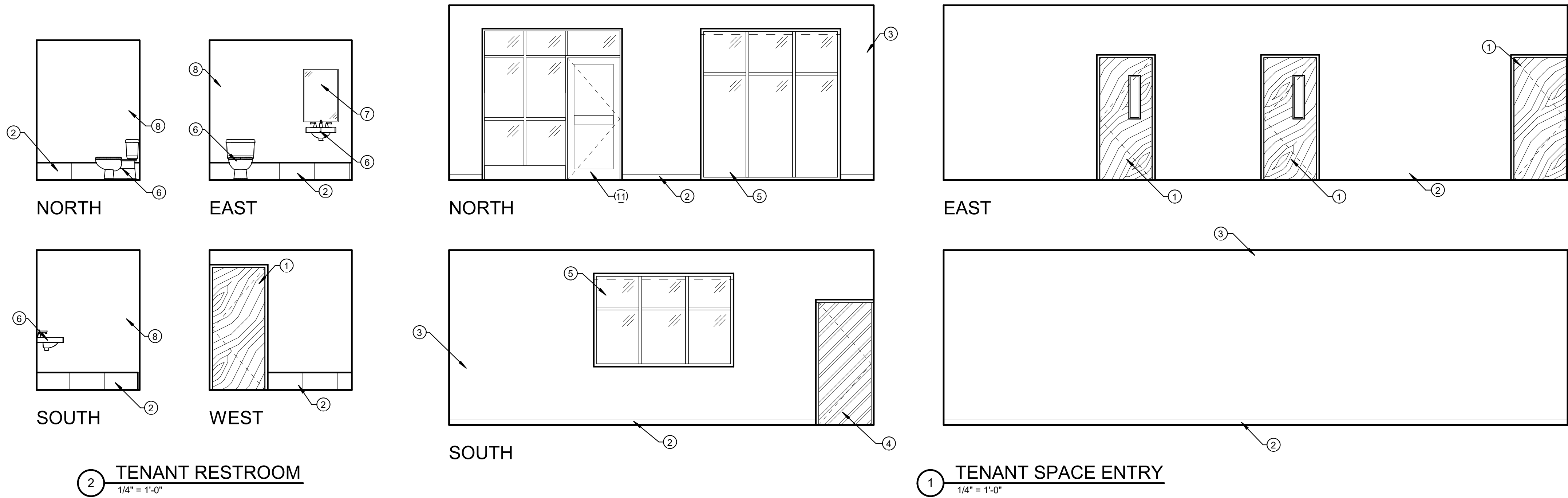
REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD
PROJECT TITLE
109 SPLIT ROCK DRIVE

DRAWN BY: ZC
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

A8.0

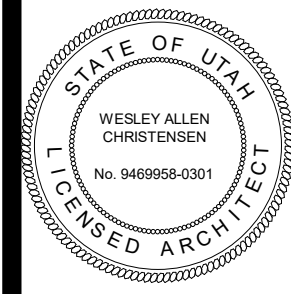


SHEET NOTES

- WOOD TRIM DOOR FRAME (PAINTED) AND HARDWOOD DOOR - SEE DOOR SCHEDULE.
- BASE - SEE FINISH SCHEDULE
- TEXTURED AND PAINTED GYPSUM BOARD - COLOR AS SELECTED BY ARCHITECT.
- HOLLOW METAL DOOR AND FRAME (PAINTED) - SEE DOOR SCHEDULE. COLOR AS SELECTED BY ARCHITECT.
- ALUMINUM WINDOW - SEE WINDOW TYPES.
- PLUMBING FIXTURES - SEE PLUMBING SHEETS
- 24"x 36" MIRROR - SEE SPECS
- TEXTURED AND EPOXY PAINTED GYPSUM BOARD - COLOR AS SELECTED BY ARCHITECT.
- STEEL GUARDRAIL - SEE SPECS
- MECHANICAL GRILL - SEE MECHANICAL SHEETS
- ALUMINUM ENTRY SYSTEM - SEE DOOR SCHEDULE.
- ELECTRICAL WATER COOLER - SEE DETAIL 5/A8.1
- ROLLING SHADES - SEE SPECS.

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPRINGFIELD, ILLINOIS 62760
WWW.KMAARCHITECTS.COM



REVISIONS:

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

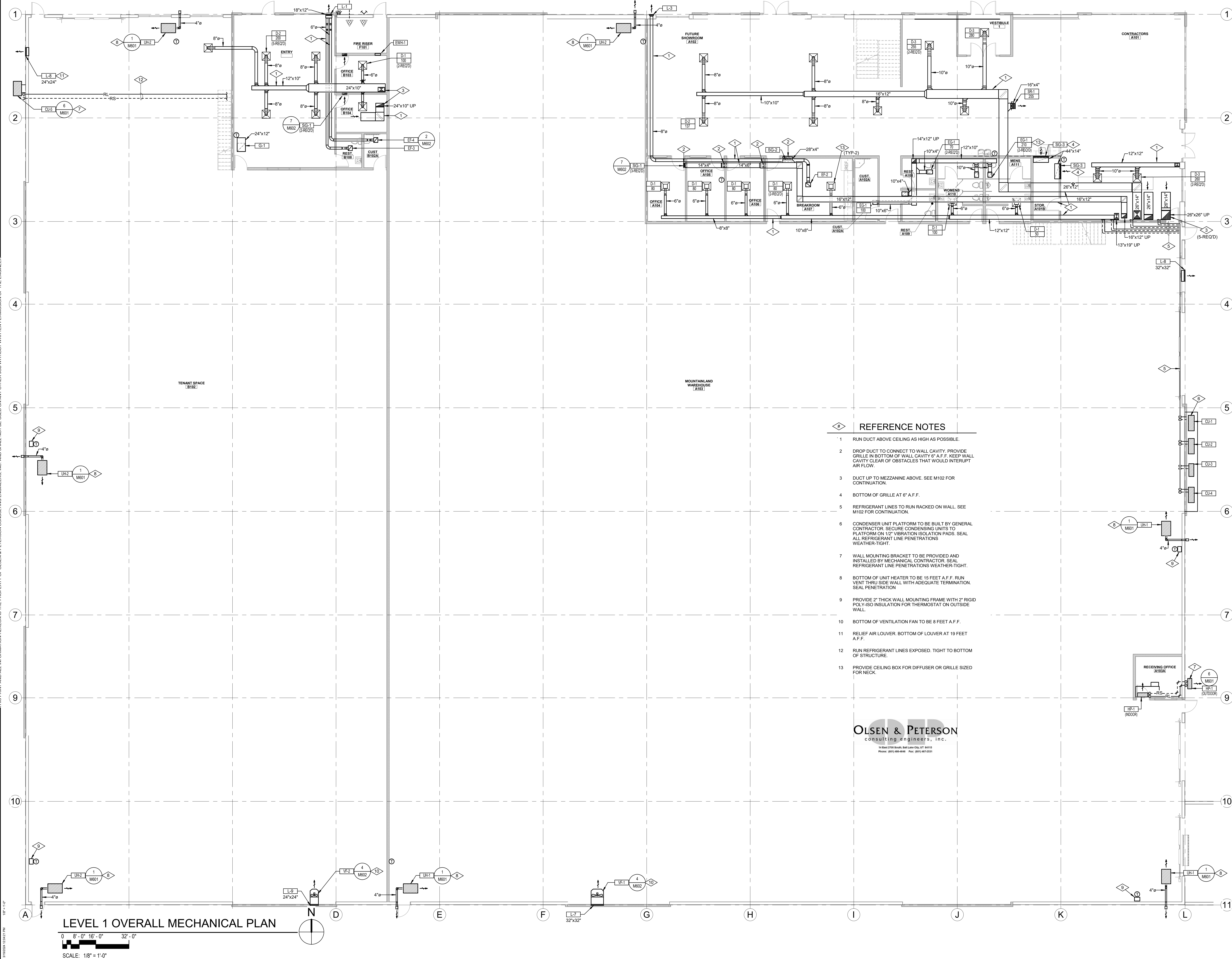
PROJECT TITLE
PROJECT TITLE
PROJECT TITLE

DRAWN BY: ZC
CHECKED BY: WC
DATE: FEB 2024
PROJECT #: 163218

A8.1

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

3/18/2024 12:04:21 PM 1/8" = 1'-0"



- REFERENCE NOTES**
- 1 RUN DUCT ABOVE CEILING AS HIGH AS POSSIBLE.
 - 2 DROP DUCT TO CONNECT TO WALL CAVITY. PROVIDE GRILLE IN BOTTOM OF WALL CAVITY 6" A.F.F. KEEP WALL CAVITY CLEAR OF OBSTACLES THAT WOULD INTERRUPT AIR FLOW.
 - 3 DUCT UP TO MEZZANINE ABOVE. SEE M102 FOR CONTINUATION.
 - 4 BOTTOM OF GRILLE AT 6" A.F.F.
 - 5 REFRIGERANT LINES TO RUN RACKED ON WALL. SEE M102 FOR CONTINUATION.
 - 6 CONDENSER UNIT PLATFORM TO BE BUILT BY GENERAL CONTRACTOR. SECURE CONDENSING UNITS TO PLATFORM ON 12" VIBRATION ISOLATION PADS. SEAL ALL REFRIGERANT LINE PENETRATIONS WEATHER-TIGHT.
 - 7 WALL MOUNTING BRACKET TO BE PROVIDED AND INSTALLED BY MECHANICAL CONTRACTOR. SEAL REFRIGERANT LINE PENETRATIONS WEATHER-TIGHT.
 - 8 BOTTOM OF UNIT HEATER TO BE 15 FEET A.F.F. RUN VENT THRU SIDE WALL WITH ADEQUATE TERMINATION. SEAL PENETRATION.
 - 9 PROVIDE 2" THICK WALL MOUNTING FRAME WITH 2" RIGID POLY-ISO INSULATION FOR THERMOSTAT ON OUTSIDE WALL.
 - 10 BOTTOM OF VENTILATION FAN TO BE 8 FEET A.F.F.
 - 11 RELIEF AIR LOUVER. BOTTOM OF LOUVER AT 19 FEET A.F.F.
 - 12 RUN REFRIGERANT LINES EXPOSED. TIGHT TO BOTTOM OF STRUCTURE.
 - 13 PROVIDE CEILING BOX FOR DIFFUSER OR GRILLE SIZED FOR NECK.

OLSEN & PETERSON
consulting engineers, inc.
14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 469-4008 Fax: (801) 467-2331

LEVEL 1 OVERALL MECHANICAL PLAN
0 8'-0" 16'-0" 32'-0"
SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

PROJECT TITLE

BRADFORD MOUNTAINLAND SUPPLY

109 SPLIT ROCK DRIVE

BERT BRADFORD

BRADFORD MOUNTAINLAND SUPPLY

EAGLE MOUNTAIN, UTAH

DRAWN BY: N.H.

CHECKED BY: J.A.B.

DATE: Mar 18, 2024

PROJECT #: 163218

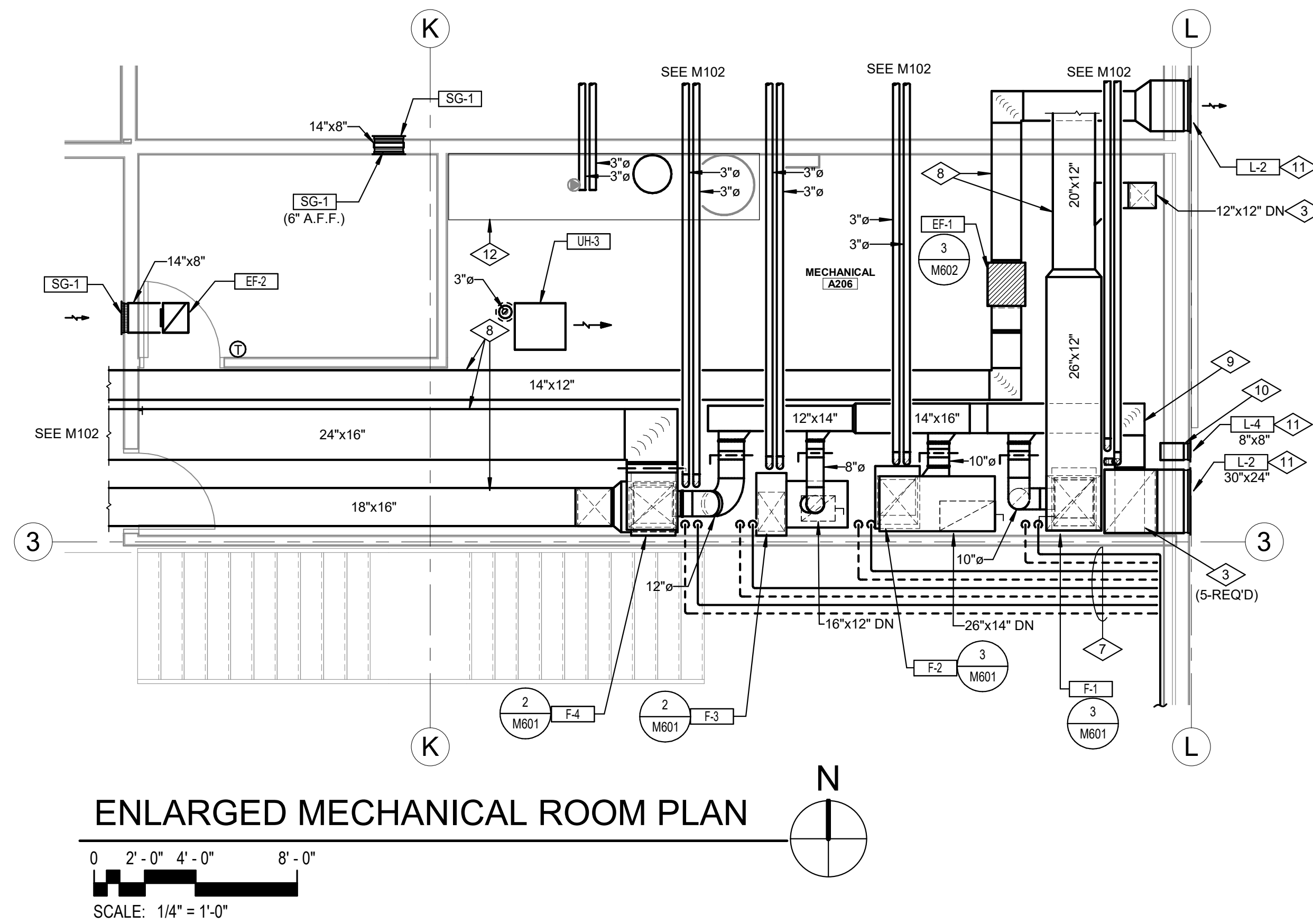
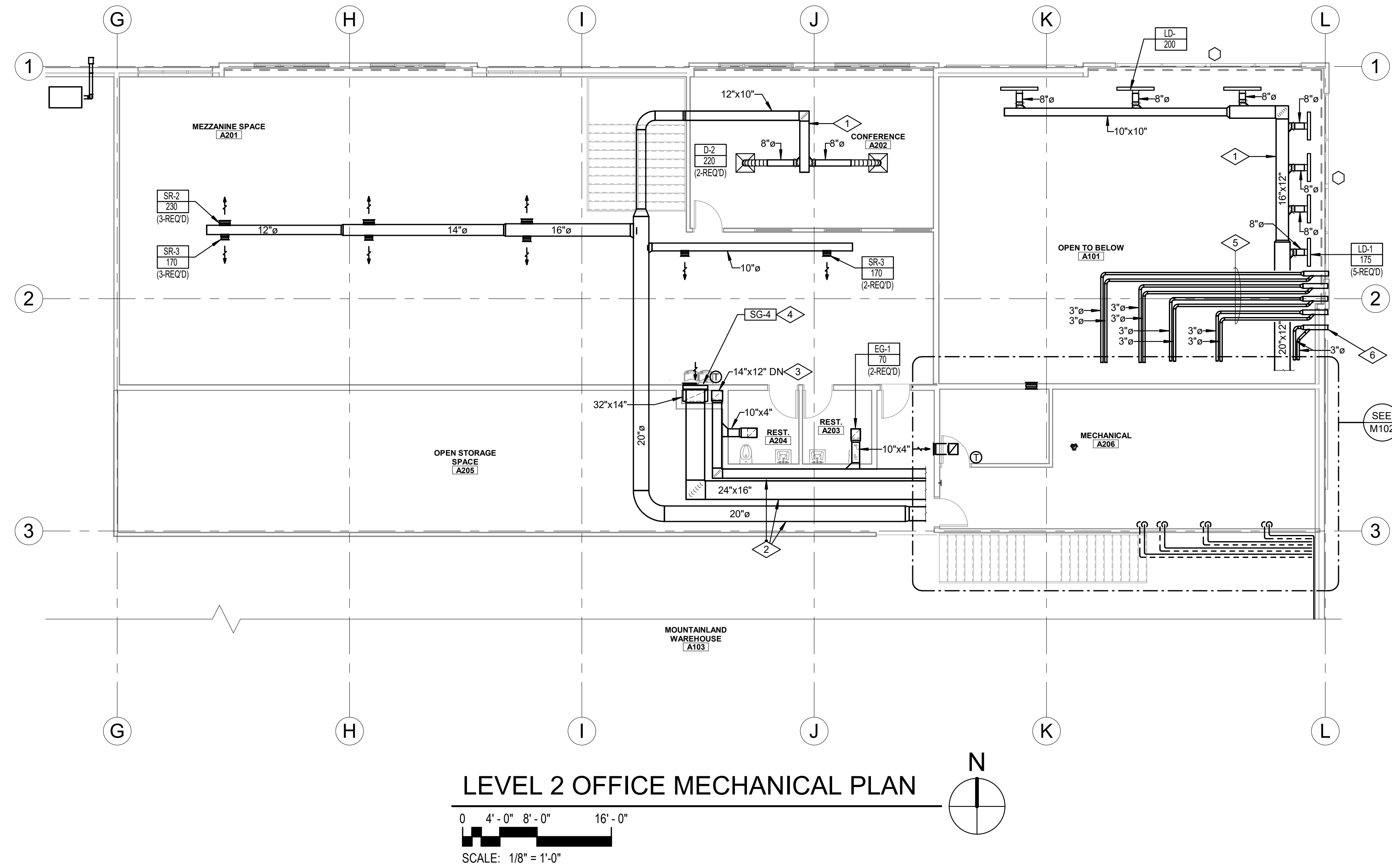
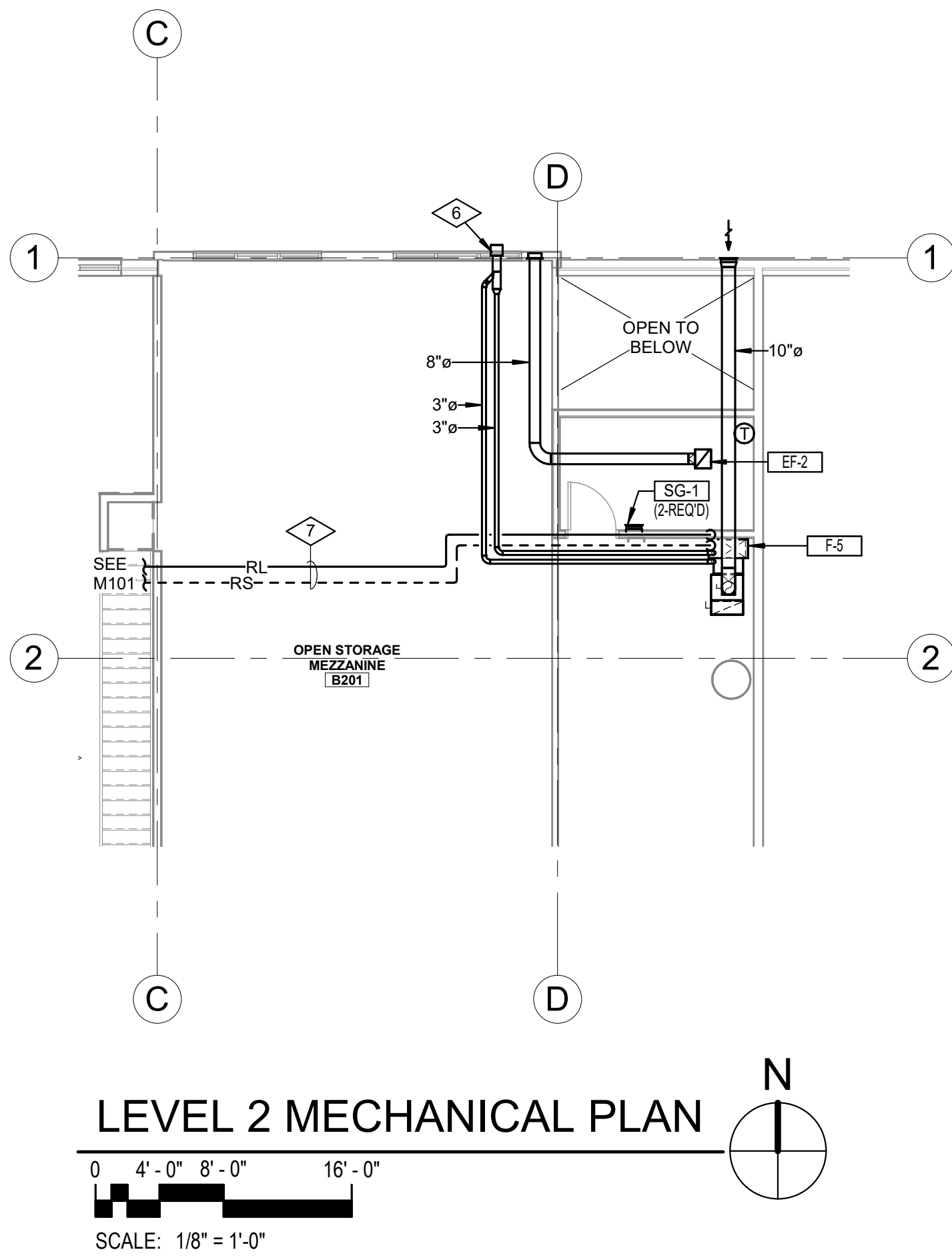
170 NORTH MAIN STREET
SPANISH FORK, UT 84646
WWW.KMAARCHITECTS.COM

KMA
ARCHITECTS

REVISIONS:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.



- REFERENCE NOTES
- 1 RUN DUCTWORK ABOVE CEILING AS HIGH AS POSSIBLE.
 - 2 RUN DUCT WORK EXPOSED, TIGHT TO BOTTOM OF STRUCTURE.
 - 3 DROP DUCT TO BELOW. SEE M101 FOR CONTINUATION.
 - 4 BOTTOM OF GRILLE TO BE 6" A.F.F.
 - 5 FURNACE & WATER HEATER VENTS AND COMBUSTION AIR PIPING TO RUN ABOVE CEILING.
 - 6 FURNACE & WATER HEATER VENTS AND COMBUSTION AIR PIPING TO PENETRATE OUTSIDE WALL AND COMBINE IN CONCENTRIC VENTS KITS. SEAL ALL PENETRATIONS WEATHER -TIGHT.
 - 7 RUN REFRIGERANT LINES EXPOSED, TIGHT TO BOTTOM OF STRUCTURE.
 - 8 RUN DUCTWORK EXPOSED, TIGHT TO BOTTOM OF STRUCTURE.
 - 9 OUTSIDE AIR DUCT.
 - 10 COMBUSTION AIR OPENING.
 - 11 BOTTOM OF LOUVER TO BE 26.5 FEET A.F.F.
 - 12 PROVIDE 4" HIGH CONCRETE HOUSEKEEPING PAD FOR PLUMBING EQUIPMENT.

OLSEN & PETERSON
consulting engineers, inc.

14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 486-4646 Fax: (801) 467-2531

NOT FOR CONSTRUCTION

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

3/28/2024 12:04:37 PM

EXHAUST FAN SCHEDULE										
SYMBOL	AREA SERVED	TYPE	C.F.M.	S.P.	R.P.M.	MOTOR	DRIVE	WEIGHT	MAKE & MODEL	NOTES
EF-1	FIRST FLOOR RESTROOMS	IN-LINE	800	0.632"	1424	1/3 H.P. 115/1/60	DIRECT	106	TWIN CITY DSI-100A	(1)(2)(3)
EF-2	MAIN BREAK ROOM	CEILING	200	0.35"	693	1/3 H.P. 115/1/60	DIRECT	--	TWIN CITY T-300H	(1)(4)(6)
EF-3	T.J. RESTROOM	CEILING	75	0.35"	555	1/6 H.P. 115/1/60	DIRECT	--	TWIN CITY T-150V	(1)(4)(6)
EF-4	CUSTODIAN CLOSET T.J.	CEILING	100	0.35"	611	1/6 H.P. 115/1/60	DIRECT	--	TWIN CITY T-150V	(1)(4)(5)
EF-5	SERVER I.T. ROOM	CEILING	100	0.35"	611	1/6 H.P. 115/1/60	DIRECT	--	TWIN CITY T-150V	(1)(4)(5)

NOTES:

- (1) PROVIDE SPEED CONTROLLER AND BACKDRAFT DAMPER.
- (2) PROVIDE HANGING HARDWARE AND VIBRATION ISOLATORS.
- (3) CONTROL TO OPERATE DURING OCCUPIED HOURS (BY ATC CONTRACTOR). SEE SPECIFICATIONS.
- (4) CONTROL THRU A WALL MOUNTED ON/OFF SWITCH PROVIDED AND WIRED BY DIV 26 CONTRACTOR.
- (5) CEILING MOUNTED EXHAUST FANS TO BE COMPLETE WITH SIGHT TIGHT BAR-TYPE CEILING GRILLE, BACKDRAFT DAMPERS, SPEED CONTROLLER AND FLEXIBLE CONNECTION ON DISCHARGE DUCT.
- (6) FAN TO SWITCH WITH LIGHTS AND HAVE A 10 MINUTE DELAY AFTER LIGHTS ARE OFF.

LOUVER SCHEDULE						
SYMBOL	SIZE	BLADE DEPTH	LOCATION	TYPE	MAKE & MODEL	(1)(2)(3)(4)
L-1	12"W x 16"H	2" DEEP	WEST T.J. OFFICES	CUSTODIAN & RESTROOM EXHAUST	AIROLITE T6482	
L-2	24"W x 24"H	4" DEEP	UPPER MECHANICAL ROOM	CUSTODIAN & RESTROOM EXHAUST	AIROLITE K609HP	
L-3	12"W x 16"H	2" DEEP	WEST MTNLND SHOWROOM	BREAK-ROOM EXHAUST	AIROLITE T6482	
L-4	8"W x 8"H	2" DEEP	UPPER MECHANICAL ROOM	WATER HEATER COMB AIR	AIROLITE T6482	
L-5	12"W x 16"H	2" DEEP	UPPER MECHANICAL ROOM	WEST T.J. OUTSIDE AIR	AIROLITE T6482	
L-6	30"W x 24"H	4" DEEP	UPPER MECHANICAL ROOM	EAST OFFICES OUTSIDE AIR	AIROLITE K609HP	
L-7	32"W x 32"H	4" DEEP	MTNLND WAREHOUSE	VENTILATION FAN	AIROLITE K609HP	
L-8	32"W x 32"H	4" DEEP	MTNLND WAREHOUSE	RELIEF AIR	AIROLITE K609HP	
L-9	24"W x 24"H	4" DEEP	TENANT WAREHOUSE	VENTILATION FAN	AIROLITE K609HP	
L-10	24"W x 24"H	4" DEEP	TENANT WAREHOUSE	RELIEF AIR	AIROLITE K609HP	

NOTES:

- (1) ALL ALUMINUM CONSTRUCTION, FLANGE FRAME, DRAINABLE, 1/2" MESH STAINLESS STEEL BIRDSCREEN.
- (2) ANODIZED WITH COLOR TO BE SELECTED BY ARCHITECT.
- (3) COORDINATE EXACT MOUNTING LOCATIONS WITH ARCHITECTURAL ELEVATIONS.
- (4) SHEET METAL CONTRACTOR TO PROVIDE INSIDE FLANGE AT WALL PENETRATION.

VENTILATION FAN SCHEDULE							
SYMBOL	TYPE	CFM	S.P.	MOTOR		DRIVE	MAKE & MODEL
				H.P.	V/PH		
VF-1	SIDEWALL SUPPLY	2,135	0.375"	1/2	120/1/60	DIRECT	TWIN CITY TCPE 201A
VF-2	SIDEWALL SUPPLY	1,030	0.375"	1/2	120/1/60	DIRECT	TWIN CITY TCPE 181A

NOTES:

- (1) FAN TO BE CONTROLLED WITH WALL MOUNTED ON/OFF SWITCH BY DIVISION 26.
- (2) PROVIDE MOTORIZED DAMPER, (INTERLOCK TO OPEN WITH FAN OPERATION)
- (3) PROVIDE OSHA WALL BOX WITH FAN GUARD, SPEED CONTROLLER, AND WEATHER HOOD.

ELECTRIC WALL HEATER SCHEDULE							
SYMBOL	TYPE	CFM	HEATING BTUs	AMPS	POWER	MAKE & MODEL	
EH-1	HORIZ.	100	6626	8.3	100 WATT 208/1/60	MARKEL F3052TDWB	

NOTES:

- (1) TO COME COMPLETE WITH WALL MOUNTING KIT AND INTERNAL THERMOSTAT.

DIFFUSER SCHEDULE						
SYMBOL	TYPE	NECK SIZE	LOCATION	AIR PATTERN	MAKE & MODEL	(1)
D-1 CFM	SQUARE PLAQUE	6"□	CEILING	4 - WAY	PRICE SPD	(2)
D-2 CFM	SQUARE PLAQUE	8"□	CEILING	4 - WAY	PRICE SPD	(2)
D-3 CFM	SQUARE PLAQUE	10"□	CEILING	4 - WAY	PRICE SPD	
LD-1 CFM	LINEAR DIFFUSER	8"□	CEILING	2 - WAY	PRICE	

NOTES:

- (1) COLOR TO BE BRIGHT WHITE. PROVIDE FRAME FOR MOUNTING IN LAY-IN OR GYP-BOARD CEILING (SEE ARCHITECTURAL CEILING PLANS).
- (2) FACE SIZE TO BE 12"x12". PROVIDE 24"x24" SHEET METAL CEILING MODULE.

REGISTER & GRILLE SCHEDULE							
SYMBOL	TYPE	NECK SIZE	LOCATION	SERVICE	AIR PATTERN	MAKE & MODEL	(1)(2)
SR-1 CFM	DOUBLE DEFLECTION	16" x 4"	SIDEWALL	SUPPLY AIR	4-WAY ADJUSTABLE	PRICE 520	
SR-2 CFM	DOUBLE DEFLECTION	14" x 4"	SIDEWALL	SUPPLY AIR	4-WAY ADJUSTABLE	PRICE 520	
SR-3 CFM	DOUBLE DEFLECTION	10" x 4"	SIDEWALL	SUPPLY AIR	4-WAY ADJUSTABLE	PRICE 520	
SG-1	LOUVERED	14" x 8"	SIDEWALL	RETURN AIR	N/A	PRICE 535	
SG-2	LOUVERED HD	30" x 8"	SIDEWALL	RETURN AIR	N/A	PRICE 93	
SG-3	LOUVERED HD	44" x 28"	SIDEWALL	RETURN AIR	N/A	PRICE 93	
SG-4	LOUVERED HD	32" x 28"	SIDEWALL	RETURN AIR	N/A	PRICE 93	
G-1	LOUVERED	24" x 24"	CEILING	RETURN AIR	N/A	PRICE 535	
EG-1 CFM	LOUVERED	10" x 10"	CEILING	EXHAUST AIR	N/A	PRICE 535	

NOTES:

- (1) COLOR TO BE BRIGHT WHITE. PROVIDE FRAME FOR MOUNTING IN LAY-IN CEILING OR GYP-BOARD SURFACE (SEE PLANS).

FURNACE SCHEDULE												
SYMBOL	HTG. CAP. BTU/HR (INPUT / OUTPUT) (STAGE 1)	A.F.U.E. % EFFICIENCY	CFM	O/A CFM	EXT. S.P.	ELECTRICAL		FILTER RACK	MANUFACTURER & MODEL			(1)
						MCA	VOLTAGE					
F-1	100,000 93,000	92%	2,000	255	0.5"	12.6	115/1/60	FR-1	CARRIER	59SC2D100 COMFORT +92		(2)
F-2	100,000 93,000	92%	2,000	255	0.8"	12.6	115/1/60	FR-1	CARRIER	59SC2D100 COMFORT +92		(3)
F-3	40,000 37,000	92%	600	125	0.8"	7.1	115/1/60	FR-2	CARRIER	59SC2D040 COMFORT +92		(4)
F-4	100,000 93,000	92%	1,990	340	0.8"	12.6	115/1/60	FR-1	CARRIER	59SC2D100 COMFORT +92		(3)
F-5	60,000 56,000	92%	1,200	205	0.8"	7.2	115/1/60	FR-3	CARRIER	59SC2D080 COMFORT +92		(4)

NOTES:

- (1) FURNACE TO BE NATURAL GAS FIRED, COMPLETE WITH MATCHING CASED DX COOLING COILS (SEE BELOW), AND SEPARATE CPVC COMBUSTION AND FLUE TO RUN THRU WALL WITH CONCENTRIC WALL PENETRATION KIT.
- (2) TOP FLOW, BOTTOM RETURN, SINGLE STAGE FIRE FURNACE. PROVIDE MATCHING EXTERNAL FILTER RACK AS SCHEDULED.
- (3) BOTTOM FLOW, TOP RETURN, SINGLE STAGE FIRE FURNACE. PROVIDE MATCHING EXTERNAL FILTER RACK AS SCHEDULED.
- (4) BOTTOM FLOW, SIDE RETURN, SINGLE STAGE FIRE FURNACE. PROVIDE MATCHING EXTERNAL FILTER RACK AS SCHEDULED.

CONDENSING UNIT AND EVAPORATOR COIL SCHEDULE												
SYMBOL	COOLING CAPACITY NOMINAL TONS/ TOTAL NET MBH	EFFICIENCY @ ARI	AMBIENT AIR TEMP	CLG. COIL CAP.		ELECTRICAL		MANUFACTURER	COND UNIT MODEL #	EVAP COIL MODEL #		(1)
				TONS	E.A.T.	MCA	VOLTAGE					
CU-1	5.0 51.83	13.8 SEER2 11.2 EER2	95°F	5.0	80°F DB 62°F WB	34.6	208/1/60	CARRIER	34SCA560	CNPVP60		
CU-2	5.0 51.83	13.8 SEER2 11.2 EER2	95°F	5.0	80°F DB 62°F WB	34.6	208/1/60	CARRIER	34SCA560	CNPVP60		
CU-3	1.5 16.28	15.0 SEER2 12.5 EER2	95°F	1.5	80°F DB 62°F WB	13.6	208/1/60	CARRIER	34SCA518	CNPVP18		
CU-4	5.0 51.83	13.8 SEER2 11.2 EER2	95°F	5.0	80°F DB 62°F WB	34.6	208/1/60	CARRIER	34SCA560	CNPVP60		
CU-5	3.0 31.75	15.0 SEER2 12.5 EER2	95°F	3.0	80°F DB 62°F WB	16.5	208/1/60	CARRIER	34SCA536	CNPVP36		

NOTES:

- (1) FURNACE TO BE NATURAL GAS FIRED, COMPLETE WITH MATCHING CASED DX COOLING COILS (SEE BELOW), AND SEPARATE CPVC COMBUSTION AND FLUE TO RUN THRU WALL WITH CONCENTRIC WALL PENETRATION KIT.

MECHANICAL EQUIPMENT SCHEDULE

UH-1 NATURAL GAS FIRED UNIT HEATER: TO DELIVER 81.6 MBH AT PROJECT ELEV. (105 MBH INPUT/81.6 MBH OUTPUT) 1,537 CFM, HORIZONTAL AIR FLOW, 60 DEG F TEMP RISE, 4" VENT CONNECTION, VENT KIT, STEEL CASING, ADJUSTABLE AIR DEFLECTORS, ROOM THERMOSTAT, AND MOUNTING HARDWARE.

MANUFACTURER: REZNOR UDX 125
ELECTRICAL: 5.6 FLA @ 115/1/60 (OCP=15)
SIZE: 27"W x 35"L x 25"H
WEIGHT: 100 LBS
EFFICIENCY: 83%

UH-2 NATURAL GAS FIRED UNIT HEATER: TO DELIVER 71.4 MBH AT PROJECT ELEV. (105 MBH INPUT/71.4 MBH OUTPUT) 1,345 CFM, HORIZONTAL AIR FLOW, 60 DEG F TEMP RISE, 4" VENT CONNECTION, VENT KIT, STEEL CASING, ADJUSTABLE AIR DEFLECTORS, ROOM THERMOSTAT, AND MOUNTING HARDWARE.

MANUFACTURER: REZNOR UDX 100
ELECTRICAL: 4.9 FLA @ 115/1/60 (OCP=15)
SIZE: 27"W x 35"L x 25"H
WEIGHT: 101 LBS
EFFICIENCY: 83%

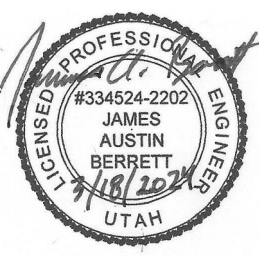
UH-3 NATURAL GAS FIRED UNIT HEATER: TO DELIVER 20.0 MBH AT PROJECT ELEV. (30 MBH INPUT/24.6 MBH OUTPUT) 456 CFM, HORIZONTAL AIR FLOW, 50 DEG F TEMP RISE, 4" VENT CONNECTION, VENT KIT, STEEL CASING, ADJUSTABLE AIR DEFLECTORS, ROOM THERMOSTAT, AND MOUNTING HARDWARE.

MANUFACTURER: REZNOR UDX 30
ELECTRICAL: 1.9 FLA @ 115/1/60 (OCP=15)
SIZE: 27"W x 30"L x 14"H
WEIGHT: 57 LBS
EFFICIENCY: 82%

HP-1 HEAT PUMP: 3/4 NOMINAL TON COOLING, TOTAL NET COOLING CAPACITY 9.5 MBH, TOTAL NET HEATING CAPACITY (@ 5°F) 4.2 MBH, 4 SPEED FAN, 380 CFM. PROVIDE INSULATED FACTORY LINE SET, WIRELESS REMOTE CONTROL WITH LOCKING MOUNT KIT, AND EXTERIOR WALL MOUNTING BRACKET.

INDOOR UNIT (HIGH WALL MOUNTED):
MANUFACTURER: CARRIER 40MAQB09B-1
ELECTRICAL: 0.4 MCA @ 115/1/60 (POWERED THRU OUTDOOR UNIT)
SIZE: 33"W x 8"L x 12"H
WEIGHT: 20 LBS

OUTDOOR UNIT (SIDE DISCHARGE):
MANUFACTURER: CARRIER 38MARBQ09
ELECTRICAL: MCA = 15.0 @ 115/1/60 (MOCP=20)
SIZE: 14"W x 32"L x 22"H
WEIGHT: 83 LBS
EFFICIENCIES: 24.5 SEER / 15.0 EER
3.66 COP (47°F) / 2.82 COP (17°F) / 1.5 COP (5°F)



REVISIONS:

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

PROJECT TITLE

PROJECT TITLE

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

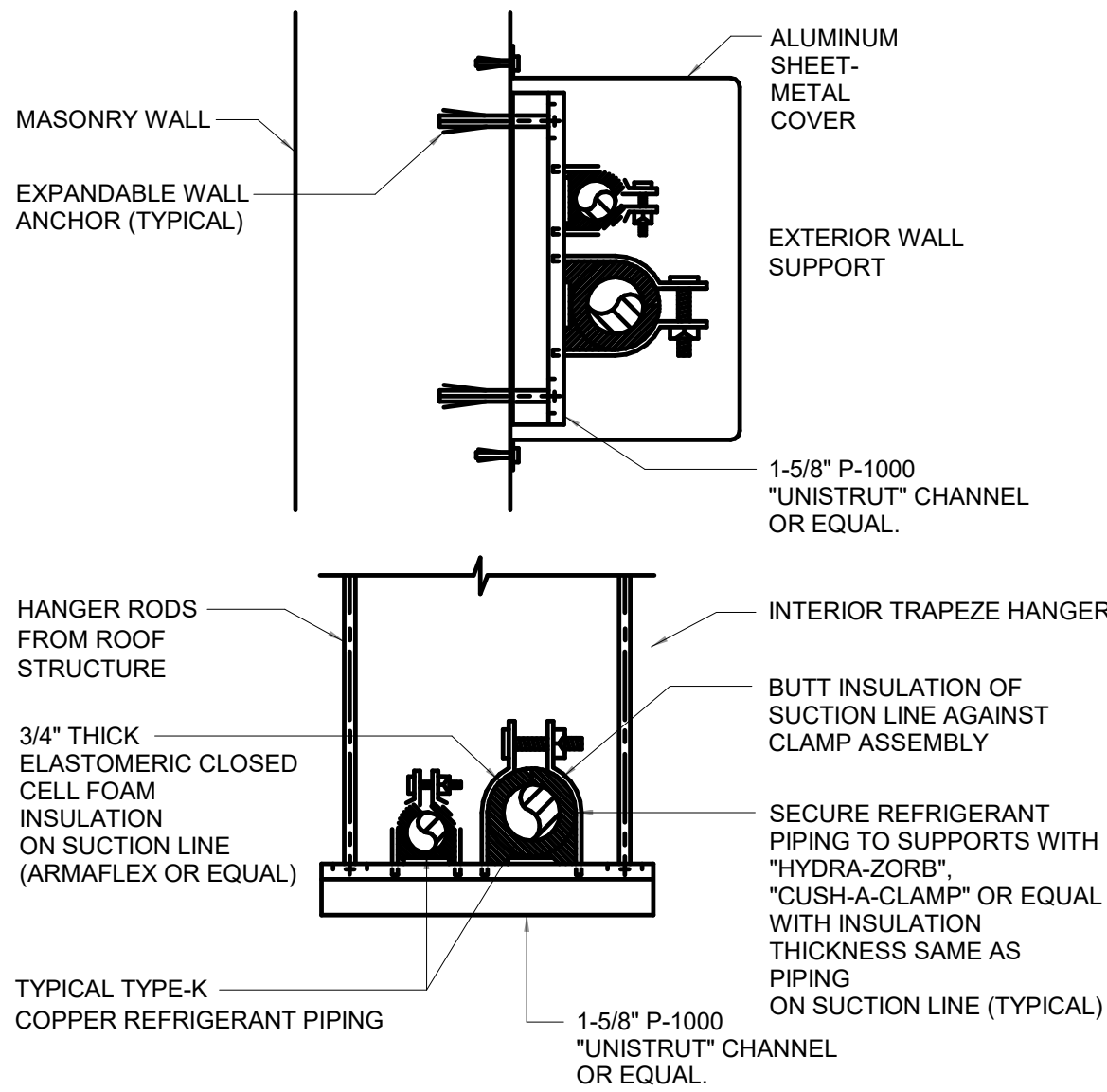
M501

170 NORTH MAIN STREET
SPANISH FORK, UT 84660
WWW.KMAARCHITECTS.COM



THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

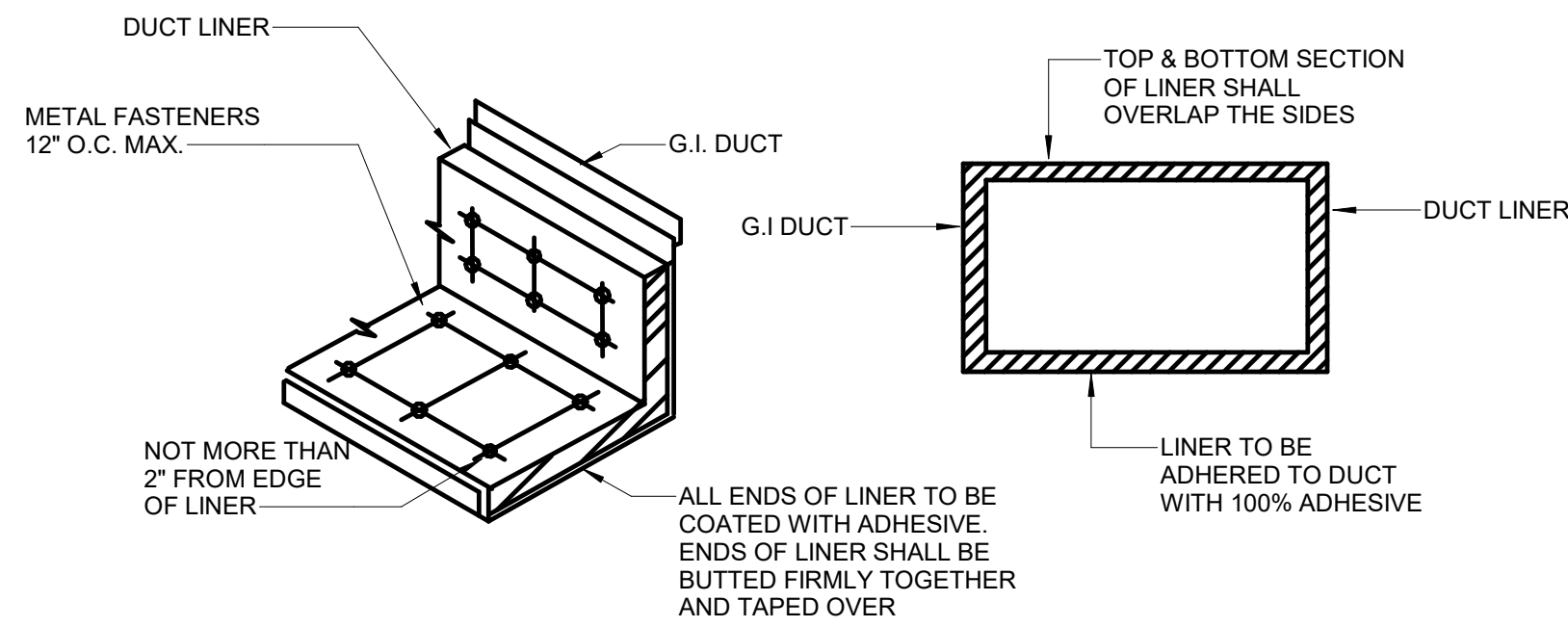
3/28/2024 12:04:24 PM 12" x 18"



REFRIGERANT PIPE SUPPORT

SCALE: NTS

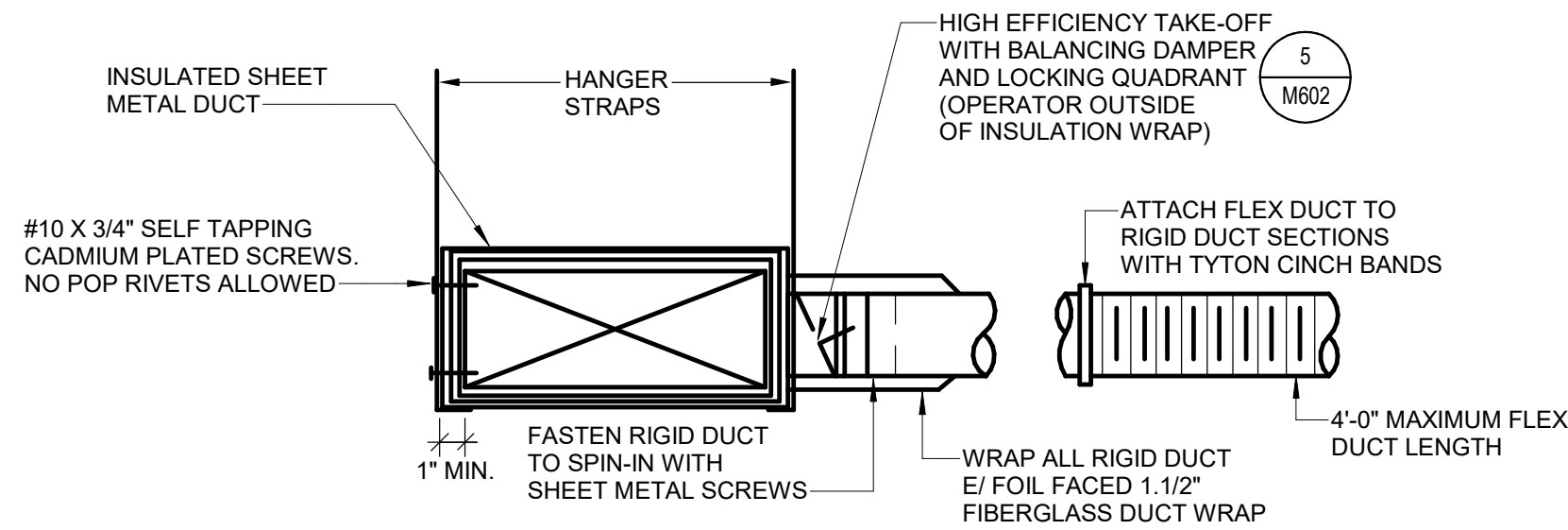
7
M601



DUCT LINER DETAIL

SCALE: NTS

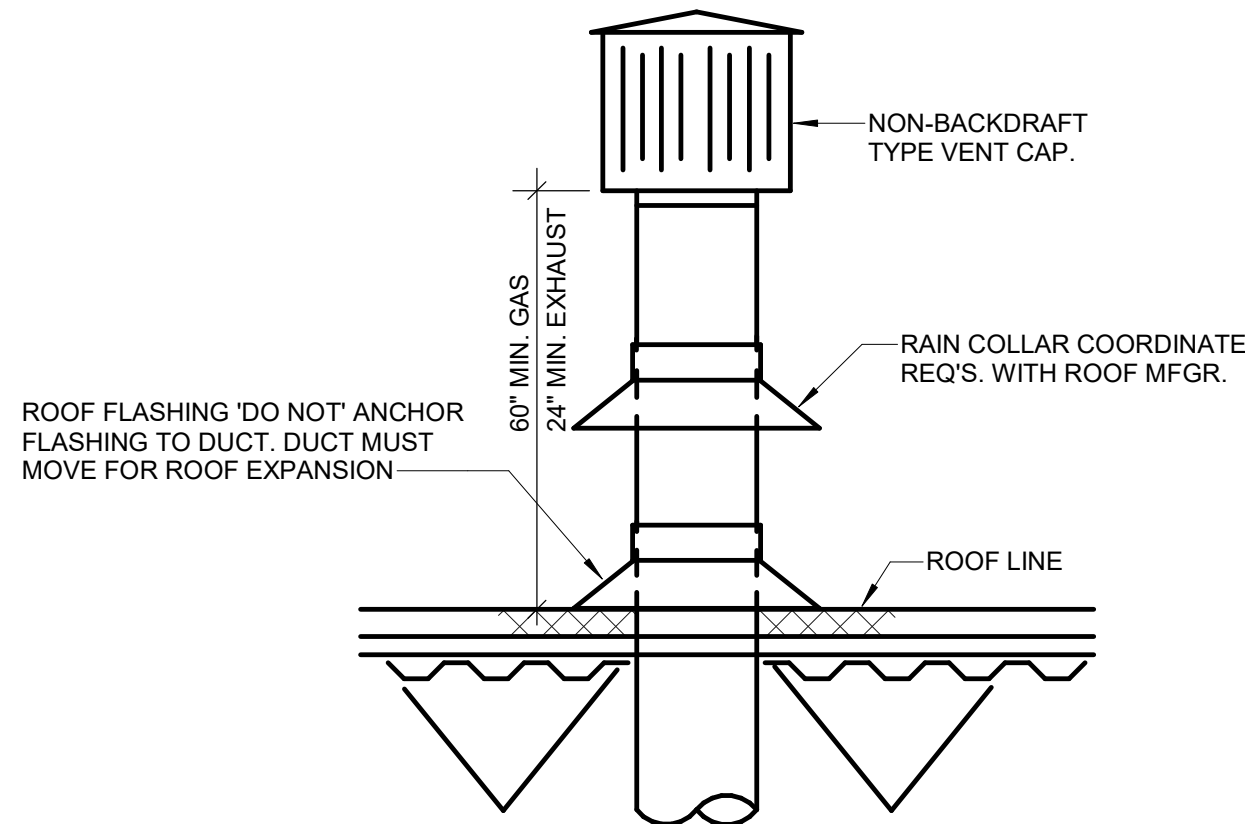
8
M601



FLEX DUCT H.E.T. FITTING DETAIL

SCALE: NTS

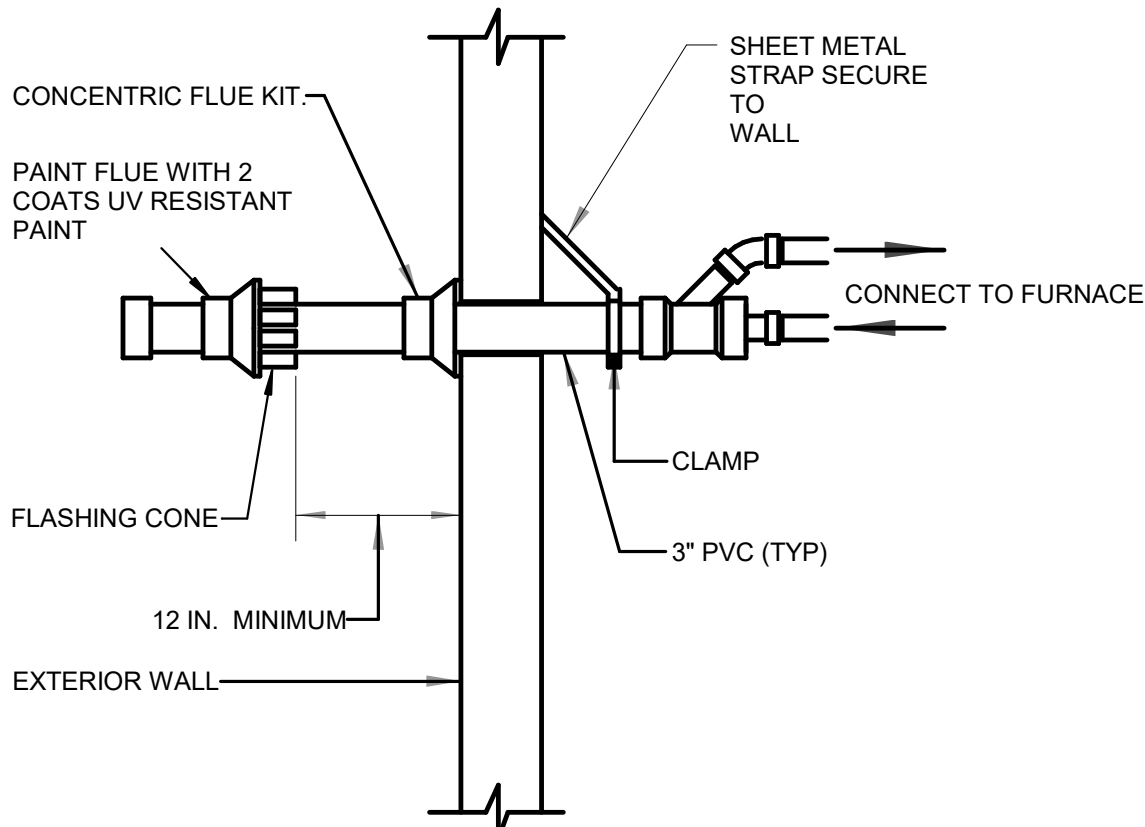
9
M601



TYPICAL DUCT PENETRATION AT ROOF DETAIL

SCALE: NTS

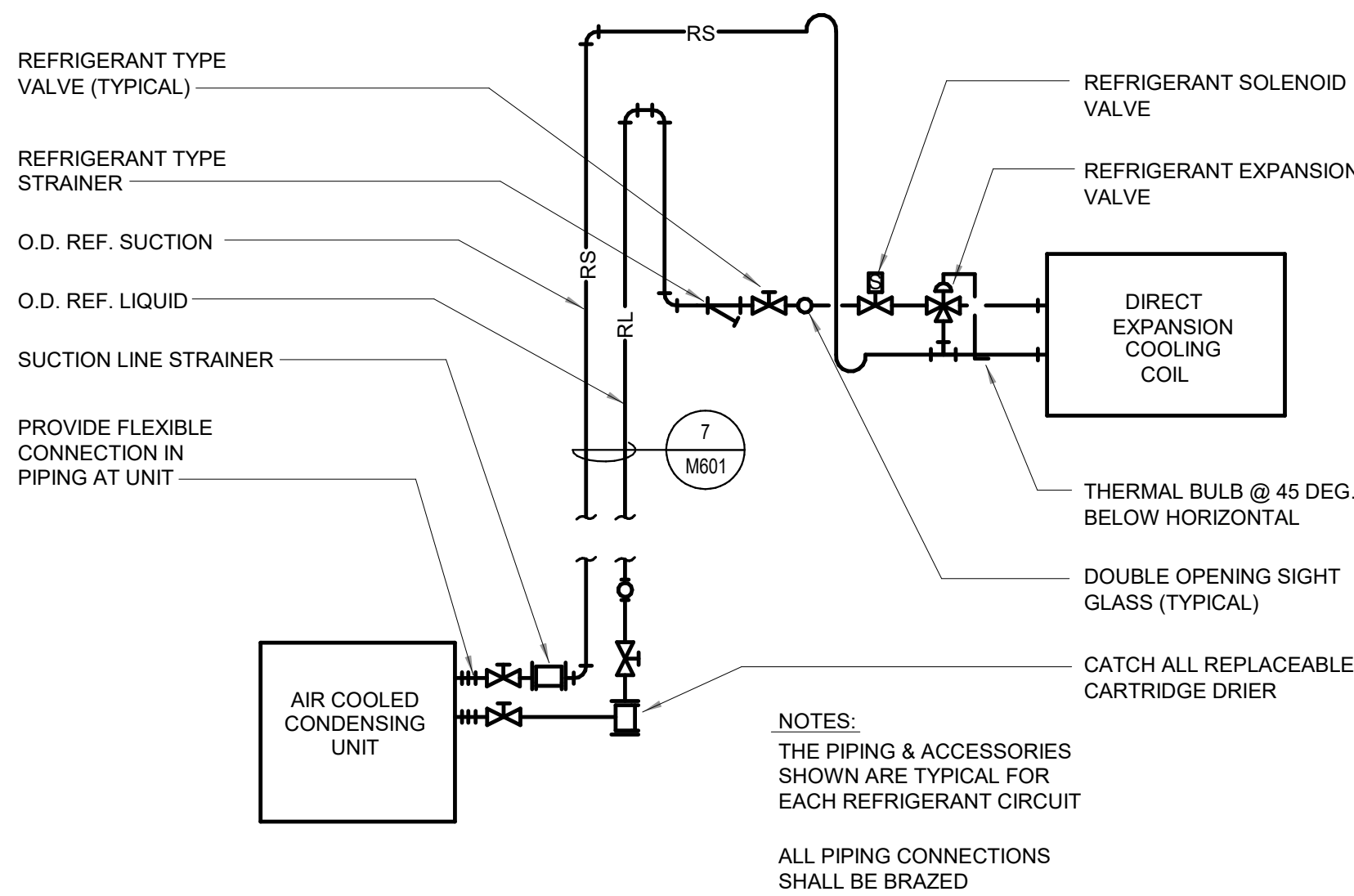
4
M601



CONCENTRIC THRU WALL DETAIL

SCALE: NTS

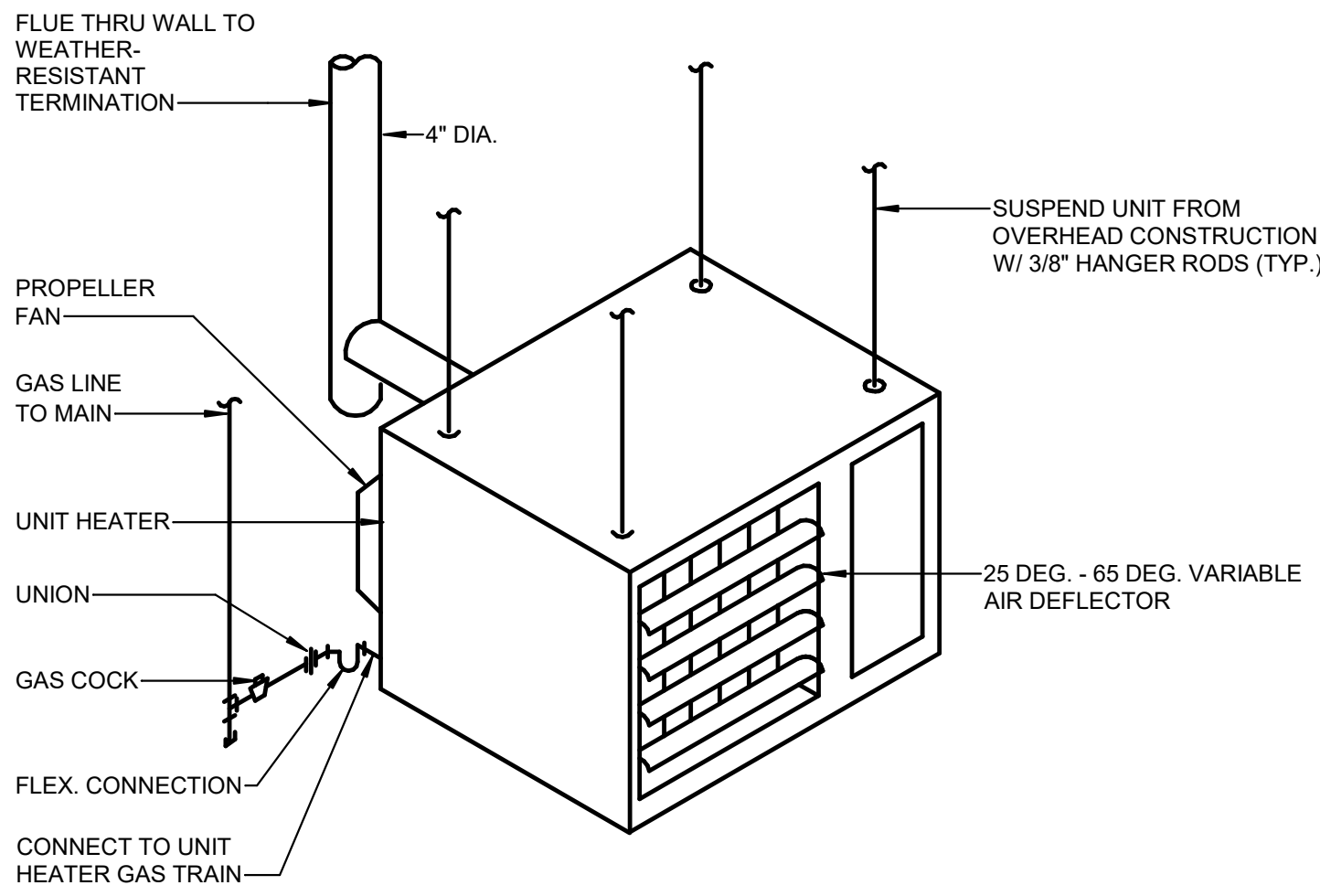
5
M601



SCHEMATIC REFRIGERANT PIPING DIAGRAM

SCALE: NTS

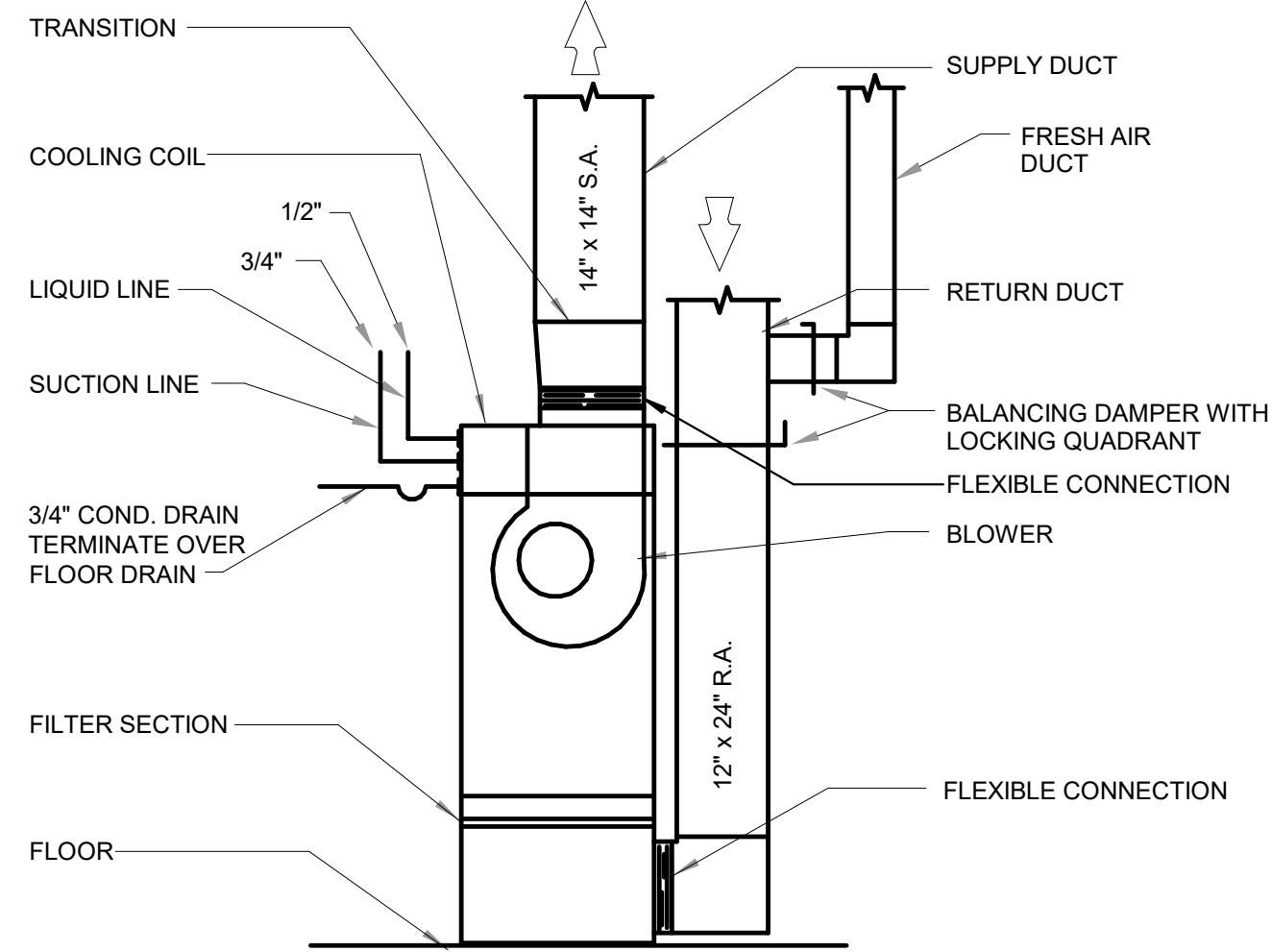
6
M601



UNIT HEATER PIPING SCHEMATIC

SCALE: NTS

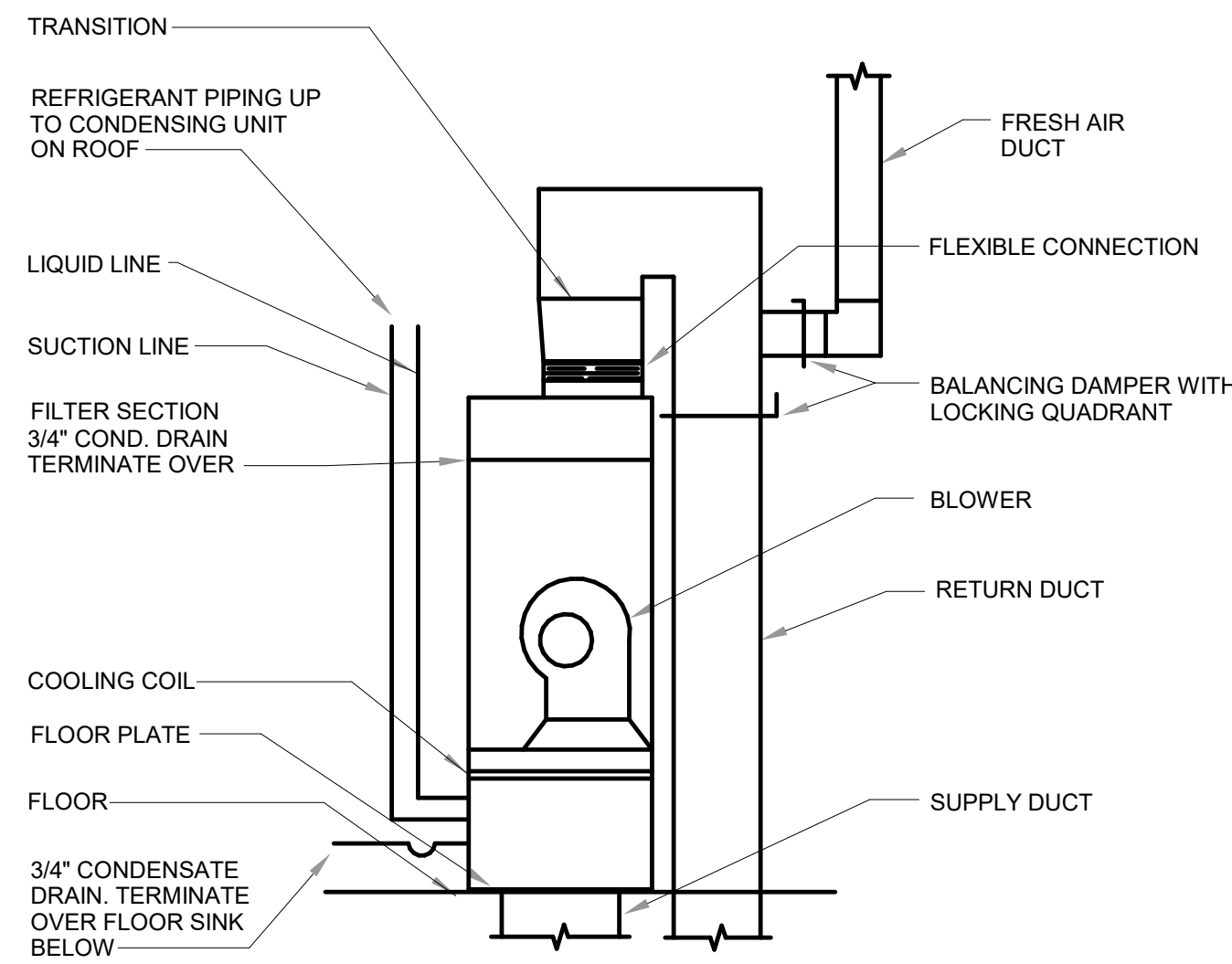
1
M601



90% FURNACE DETAIL - TOP SUPPLY

SCALE: NTS

2
M601



90% FURNACE DETAIL - BOTTOM SUPPLY

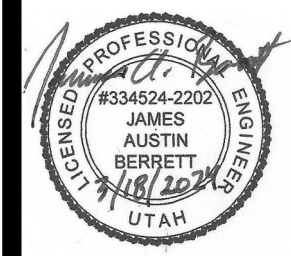
SCALE: NTS

3
M601

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UT 84660
WWW.KMAARCHITECTS.COM

KMA
ARCHITECTS



REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY

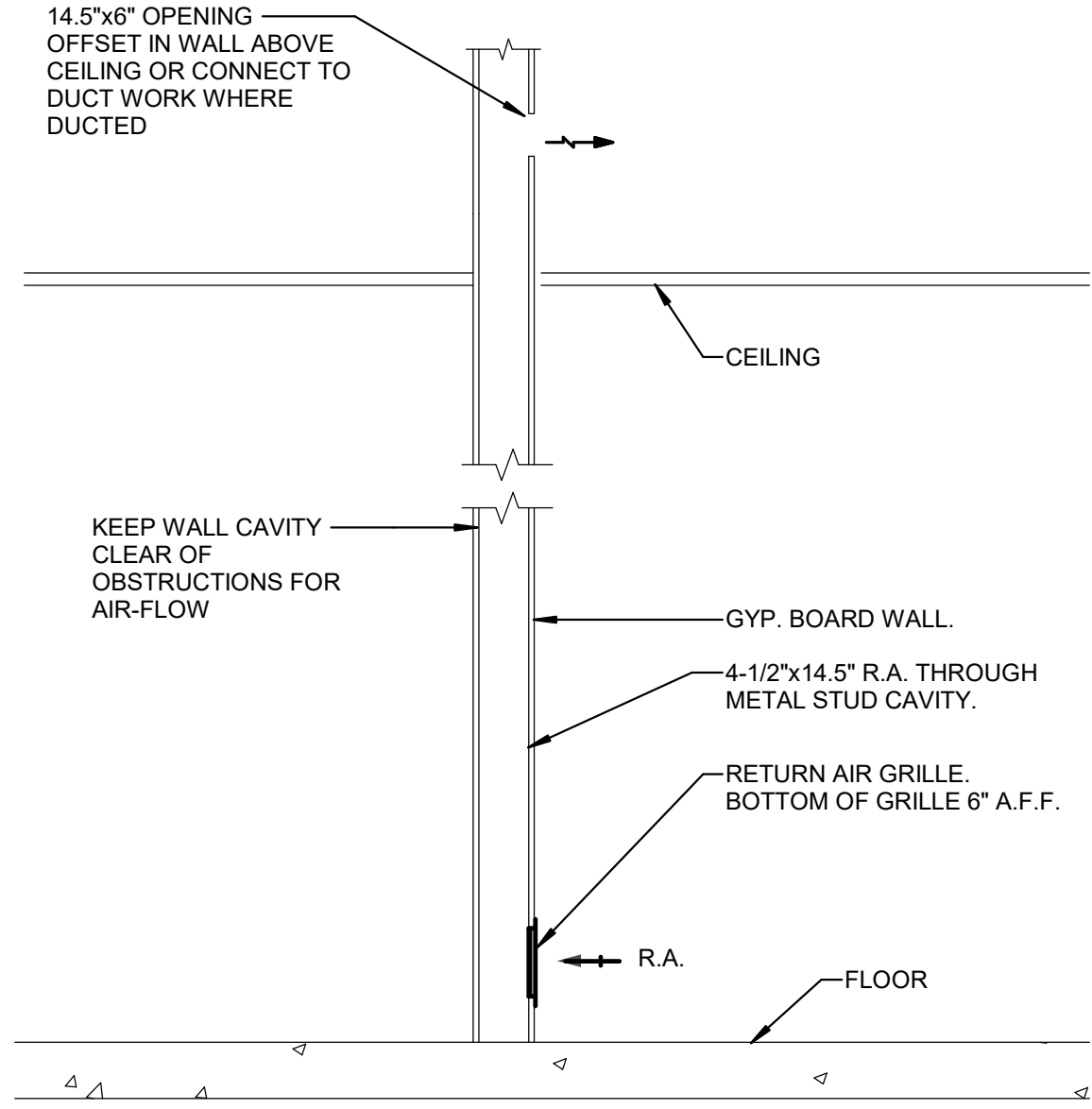
109 SPLIT ROCK DRIVE
EAGLE MOUNTAIN, UTAH

PROJECT TITLE
DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

M601

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

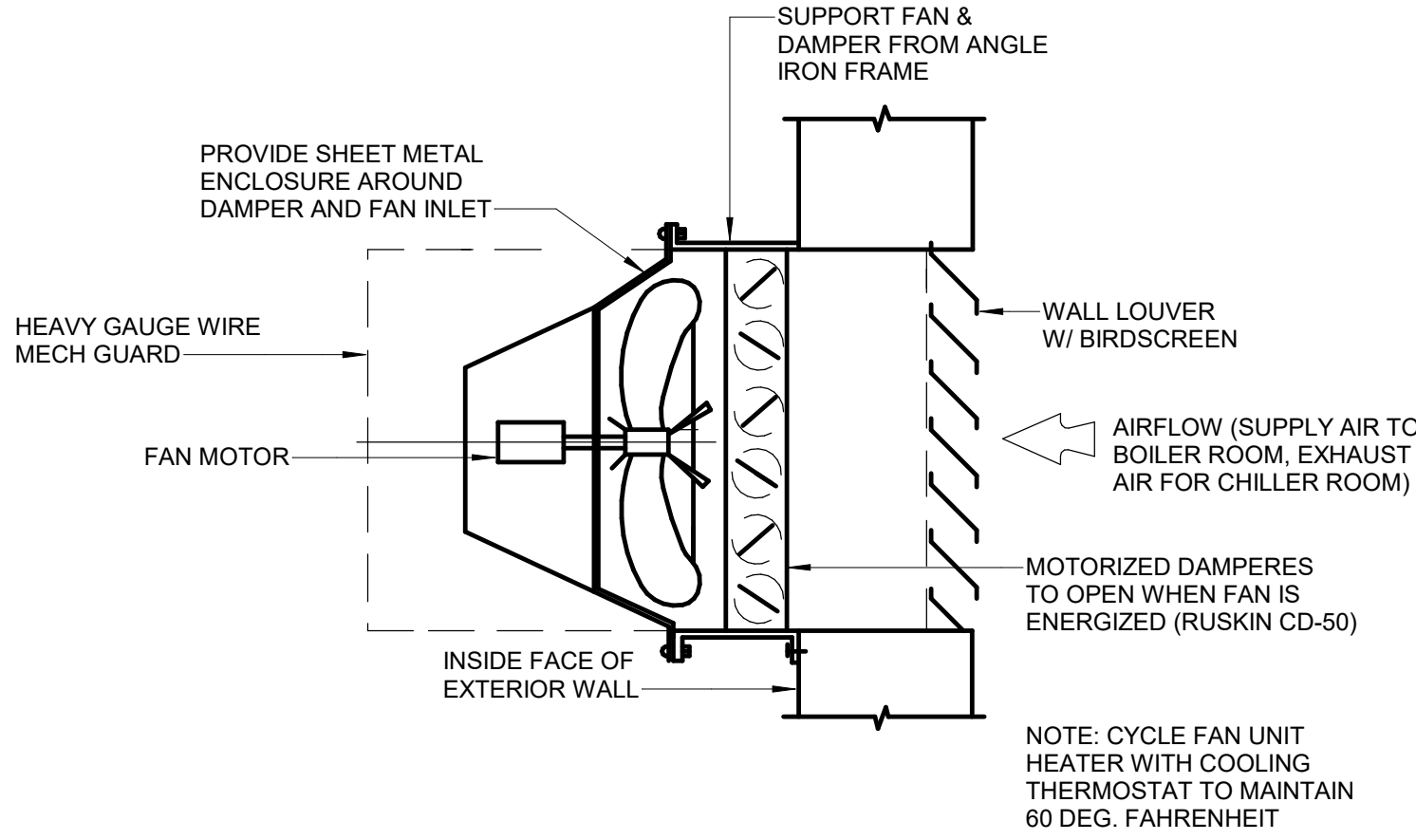
3/28/2024 12:04:24 PM 12" = 1'-0"



RETURN AIR DETAIL

SCALE: NTS

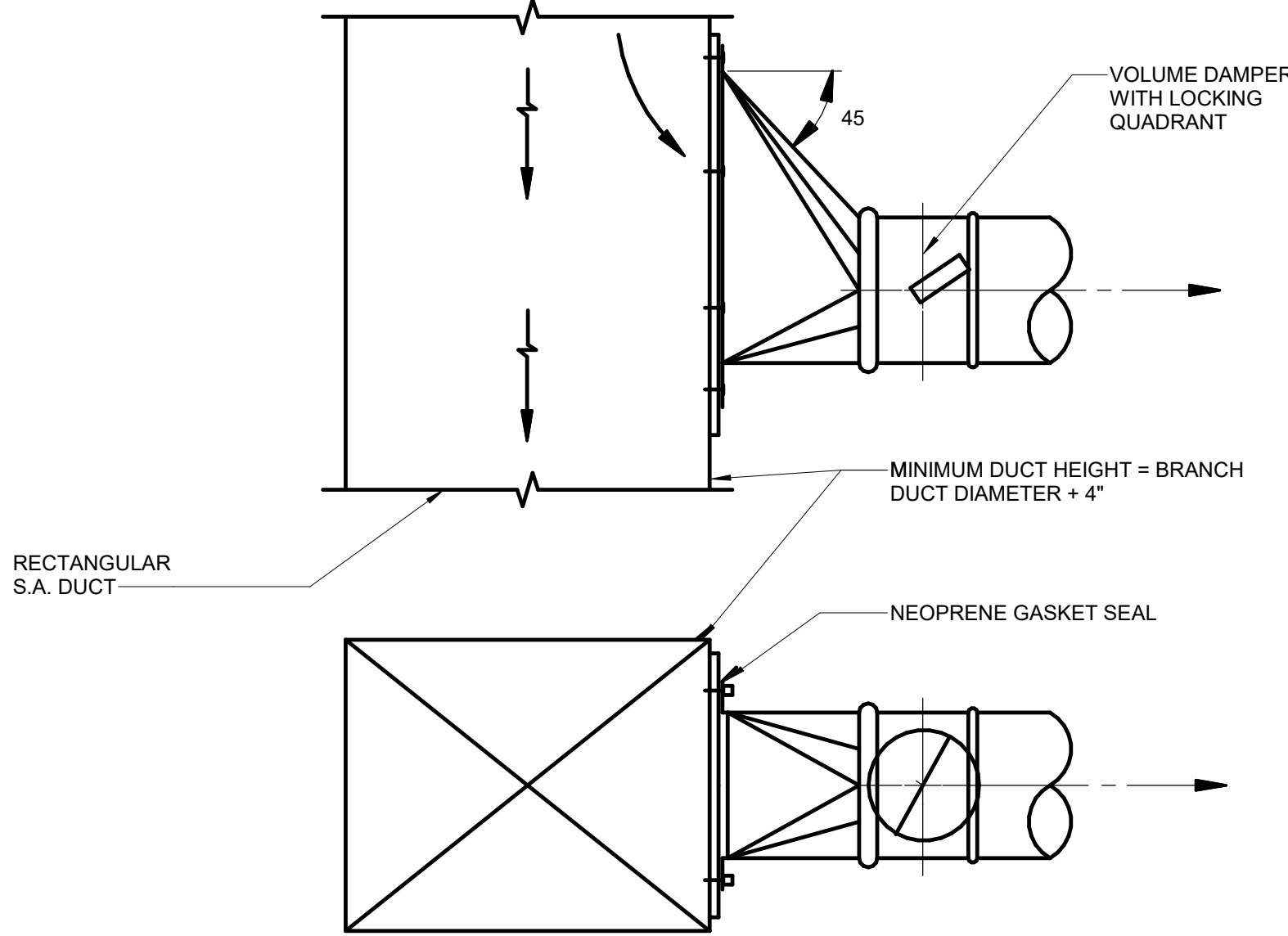
7
M602



VENTILATION/EXHAUST FAN DETAIL

SCALE: NTS

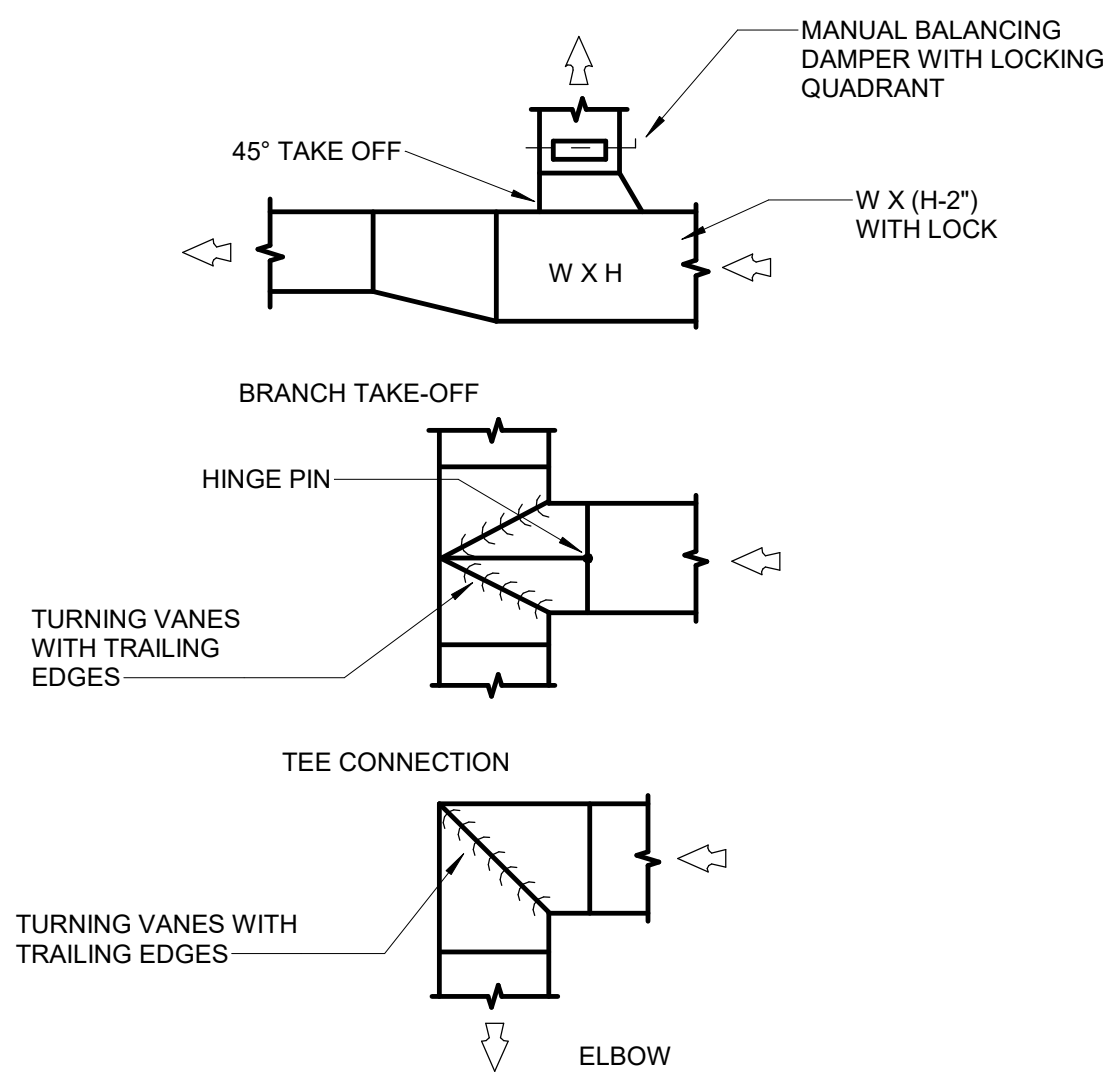
4
M602



45 DEG. HIGH EFFICIENCY TAKE-OFF

SCALE: NTS

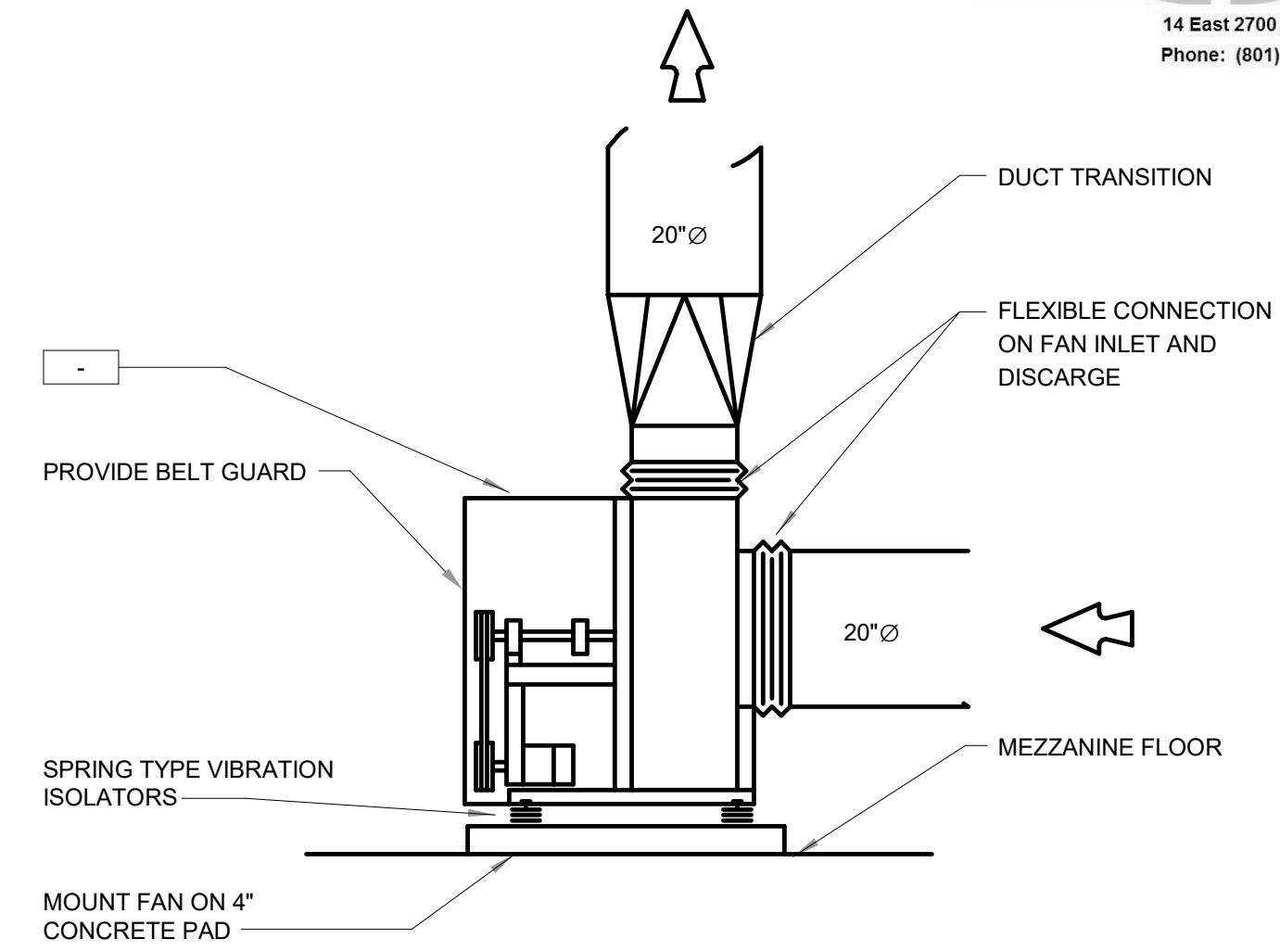
5
M602



LOW PRESSURE DUCT DETAIL

SCALE: NTS

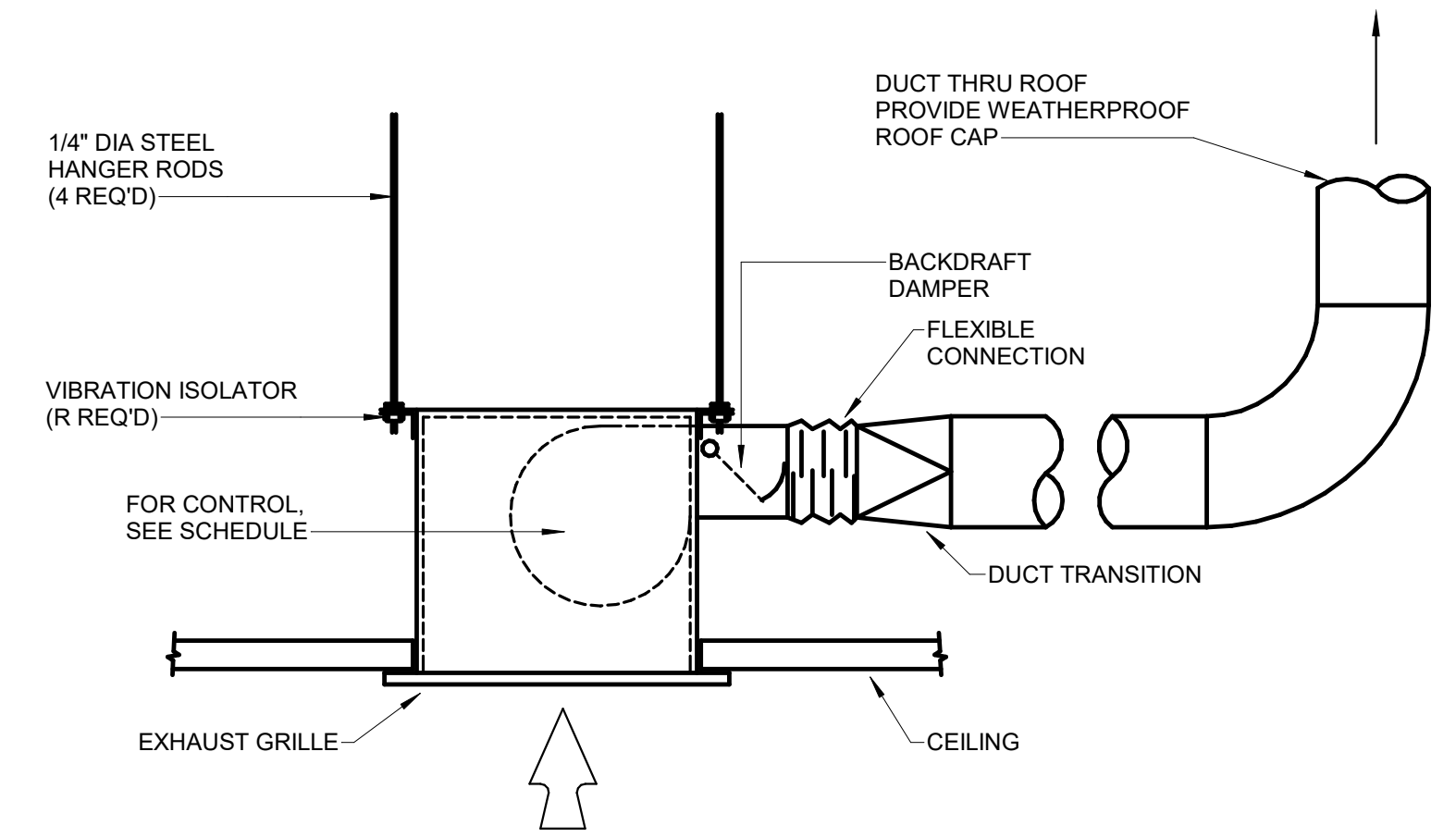
6
M602



CARBON MONOXIDE EXHAUST FAN DETAIL

SCALE: NTS

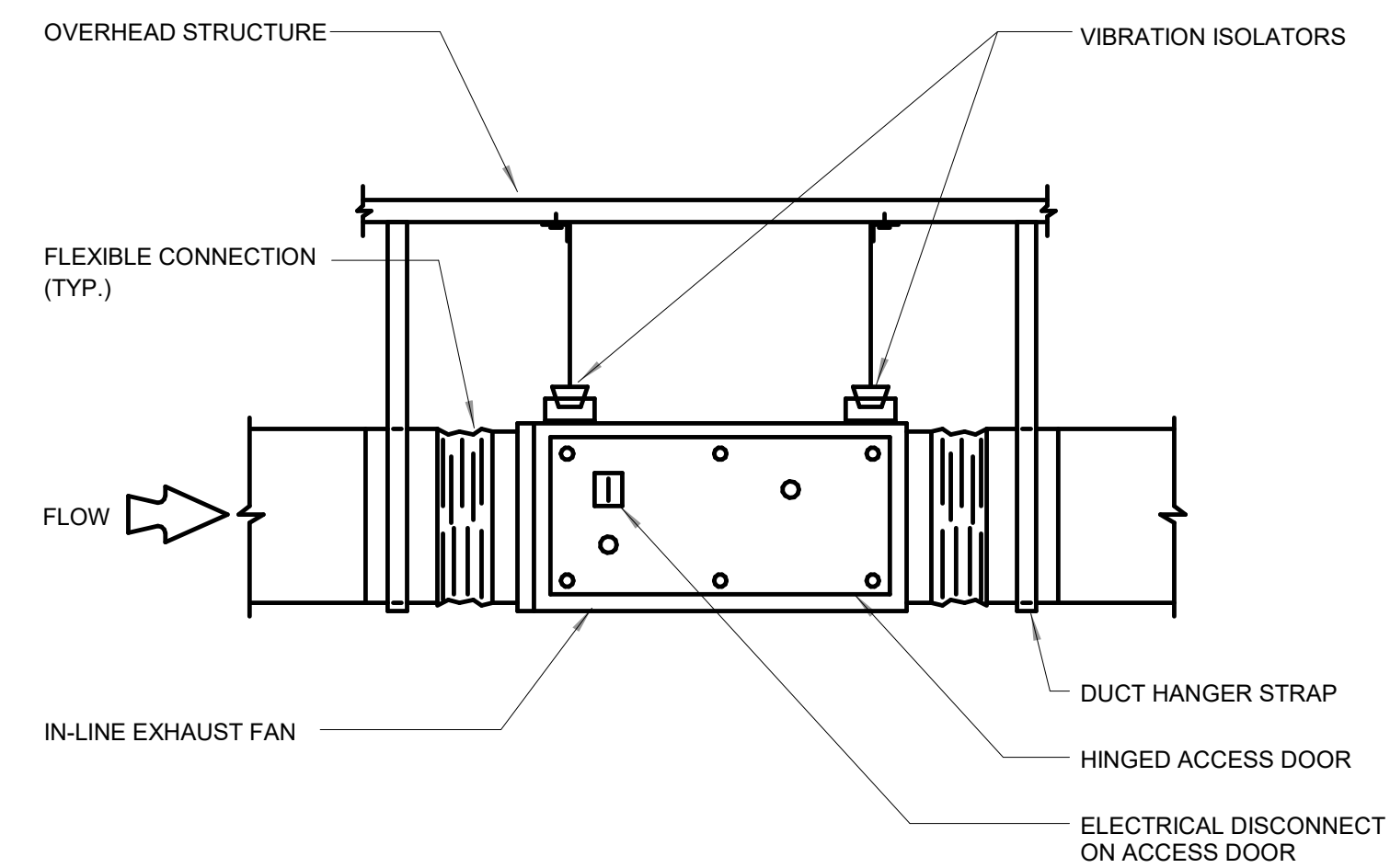
1
M602



CEILING EXHAUST FAN DETAIL

SCALE: NTS

2
M602



IN-LINE EXHAUST FAN DETAIL

SCALE: NTS

3
M602

OLSEN & PETERSON
consulting engineers, inc.

14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 486-4646 Fax: (801) 467-2531

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UT 84660
WWW.KMAARCHITECTS.COM

KMA
ARCHITECTS

REGISTERED PROFESSIONAL ARCHITECT
JAMES AUSTIN
16112000
UTAH

REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

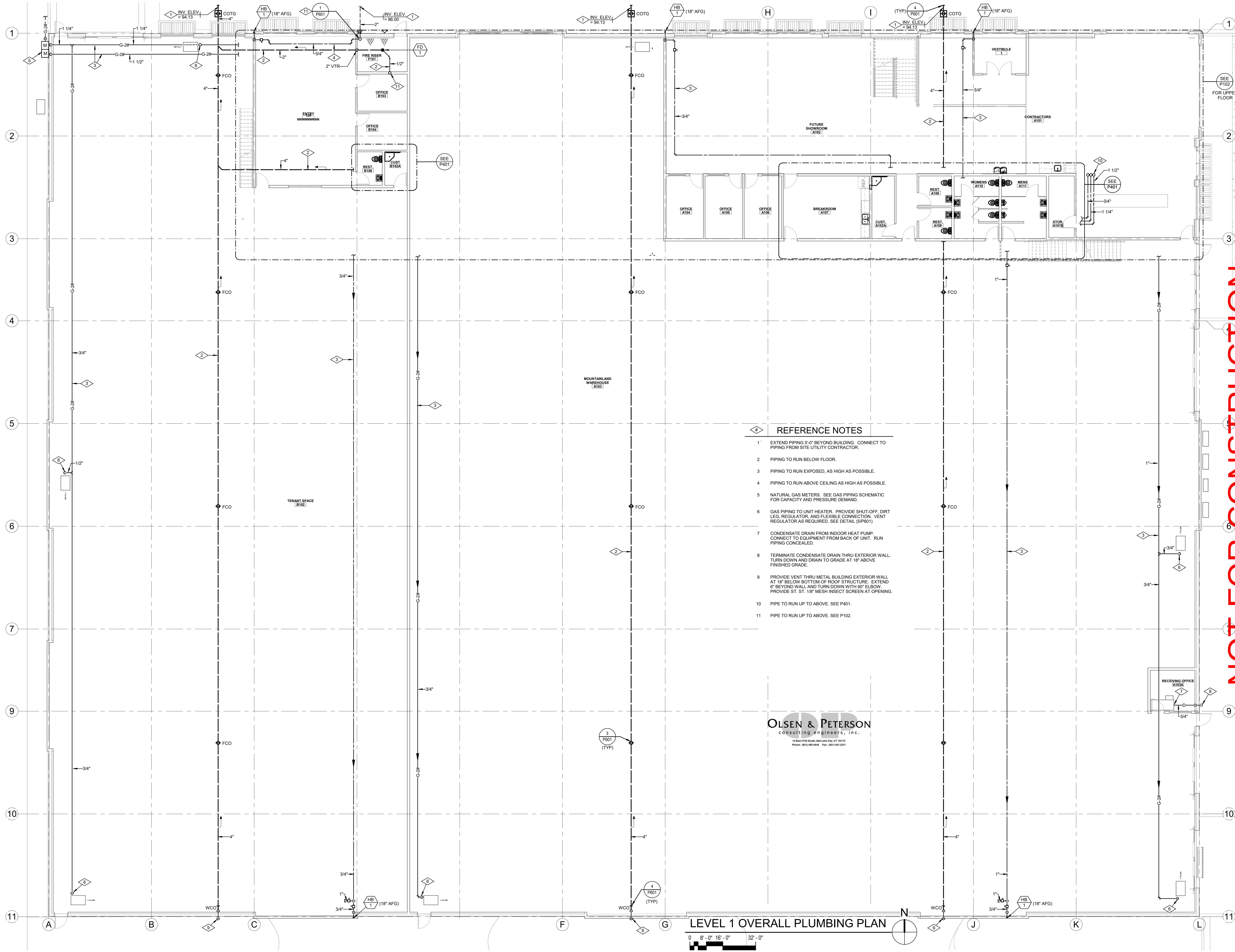
PROJECT TITLE
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

M602

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

3/18/2024 12:04:38 PM 1/8" = 1'-0"



- REFERENCE NOTES**
- 1' EXTEND PIPING 5'-0" BEYOND BUILDING. CONNECT TO PIPING FROM SITE UTILITY CONTRACTOR.
 - PIPING TO RUN BELOW FLOOR.
 - PIPING TO RUN EXPOSED, AS HIGH AS POSSIBLE.
 - PIPING TO RUN ABOVE CEILING AS HIGH AS POSSIBLE.
 - NATURAL GAS METERS. SEE GAS PIPING SCHEMATIC FOR CAPACITY AND PRESSURE DEMAND.
 - GAS PIPING TO UNIT HEATER. PROVIDE SHUT-OFF, DIRT LEG, REGULATOR, AND FLEXIBLE CONNECTION. VENT REGULATOR AS REQUIRED. SEE DETAIL (SP601).
 - CONDENSATE DRAIN FROM INDOOR HEAT PUMP. CONNECT TO EQUIPMENT FROM BACK OF UNIT. RUN PIPING CONCEALED.
 - TERMINATE CONDENSATE DRAIN THRU EXTERIOR WALL. TURN DOWN AND DRAIN TO GRADE AT 18" ABOVE FINISHED GRADE.
 - PROVIDE VENT THRU METAL BUILDING EXTERIOR WALL AT 18" BELOW BOTTOM OF ROOF STRUCTURE. EXTEND 6" BEYOND WALL AND TURN DOWN WITH 90° ELBOW. PROVIDE ST. 1/8" MESH INSECT SCREEN AT OPENING.
 - PIPE TO RUN UP TO ABOVE. SEE P401.
 - PIPE TO RUN UP TO ABOVE. SEE P102.

OLSEN & PETERSON
consulting engineers, inc.

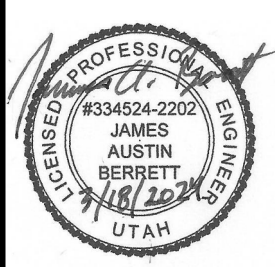
14 East 2700 South, Salt Lake City, UT 84115
PHONE: (801) 481-4000 FAX: (801) 481-2331

LEVEL 1 OVERALL PLUMBING PLAN

0 8' - 0" 16' - 0" 32' - 0"
SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPRINGFIELD, UT 84606
WWW.KMAARCHITECTS.COM



REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

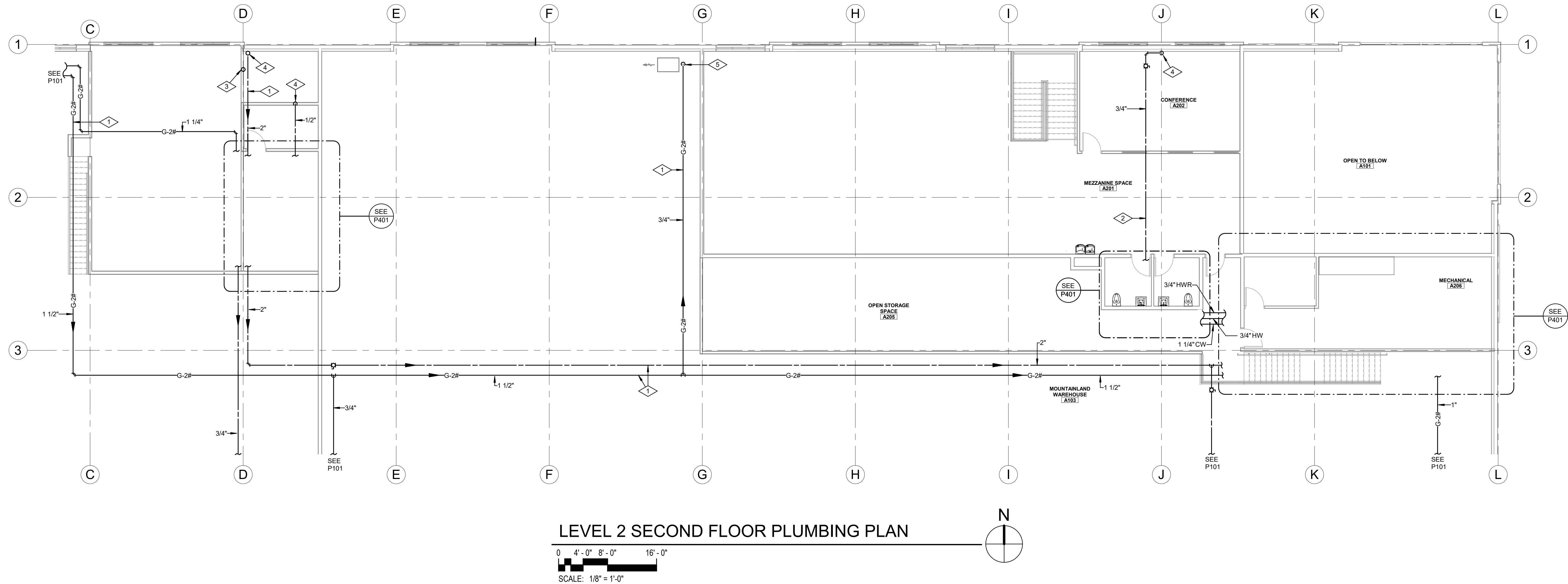
PROJECT TITLE
BRADFORD MOUNTAINLAND SUPPLY
109 SPLIT ROCK DRIVE

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

P101

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

3/25/2024 12:04:38 PM



OLSEN & PETERSON
consulting engineers, inc.

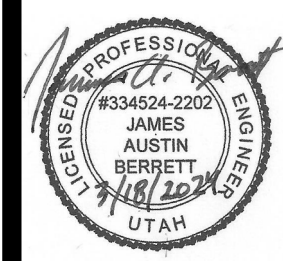
14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 486-4646 Fax: (801) 467-2531

- REFERENCE NOTES**
- 1 PIPING TO RUN EXPOSED, AS HIGH AS POSSIBLE.
 - 2 PIPING TO RUN ABOVE CEILING AS HIGH AS POSSIBLE.
 - 3 PROVIDE SNOW BREAK HARDWARE ON ROOF FOR VENT THRU ROOF.
 - 4 RUN PIPE TO BELOW. SEE P101.
 - 5 GAS PIPING TO UNIT HEATER. PROVIDE SHUT-OFF, DIRT LEG, REGULATOR, AND FLEXIBLE CONNECTION. VENT REGULATOR AS REQUIRED.

NOT FOR CONSTRUCTION

PROJECT TITLE
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218



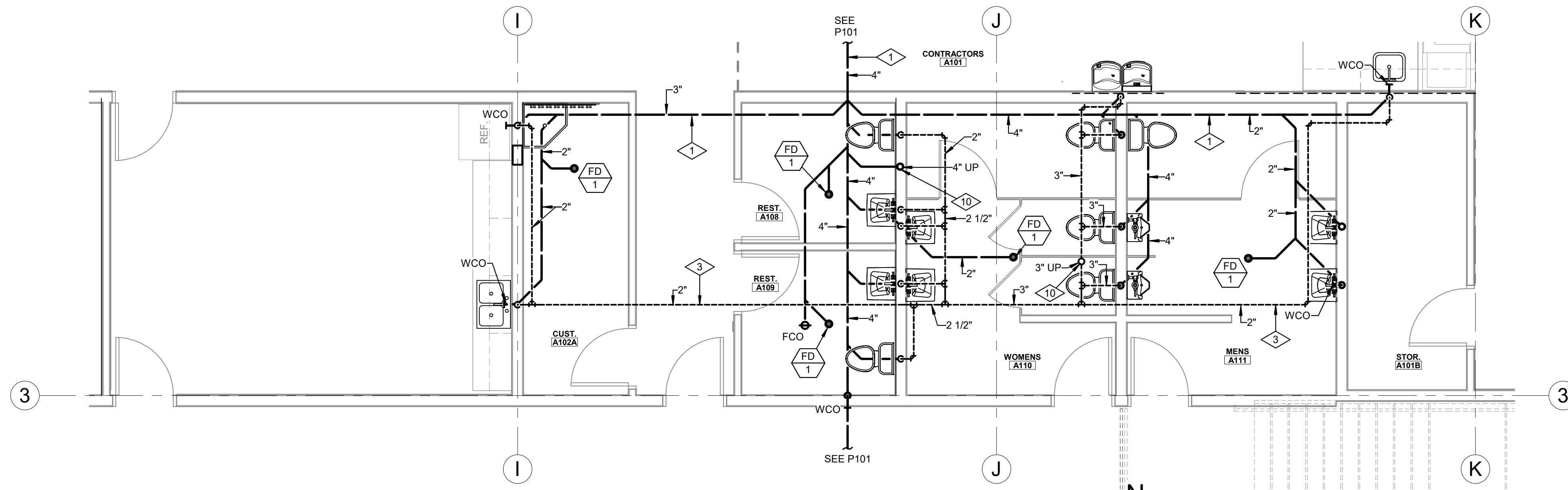
REVISIONS:



170 NORTH MAIN STREET
SPRINGFIELD, UT 84660
WWW.KMAARCHITECTS.COM

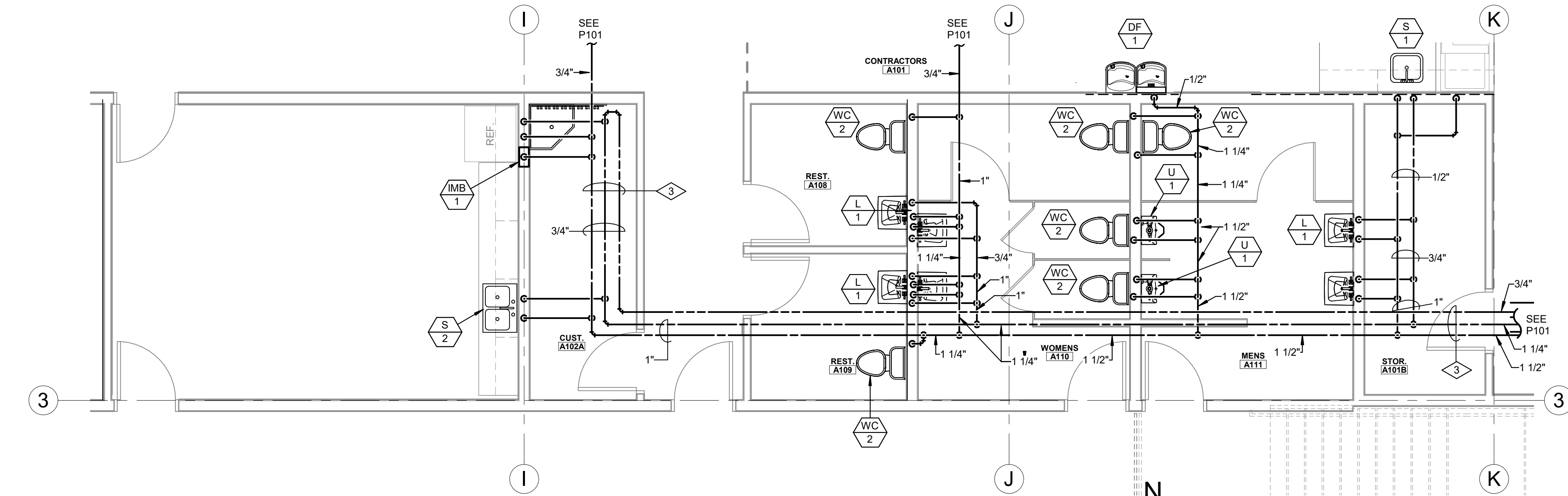
THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

3/28/2024 12:43:32 PM 1/4" = 1'-0"



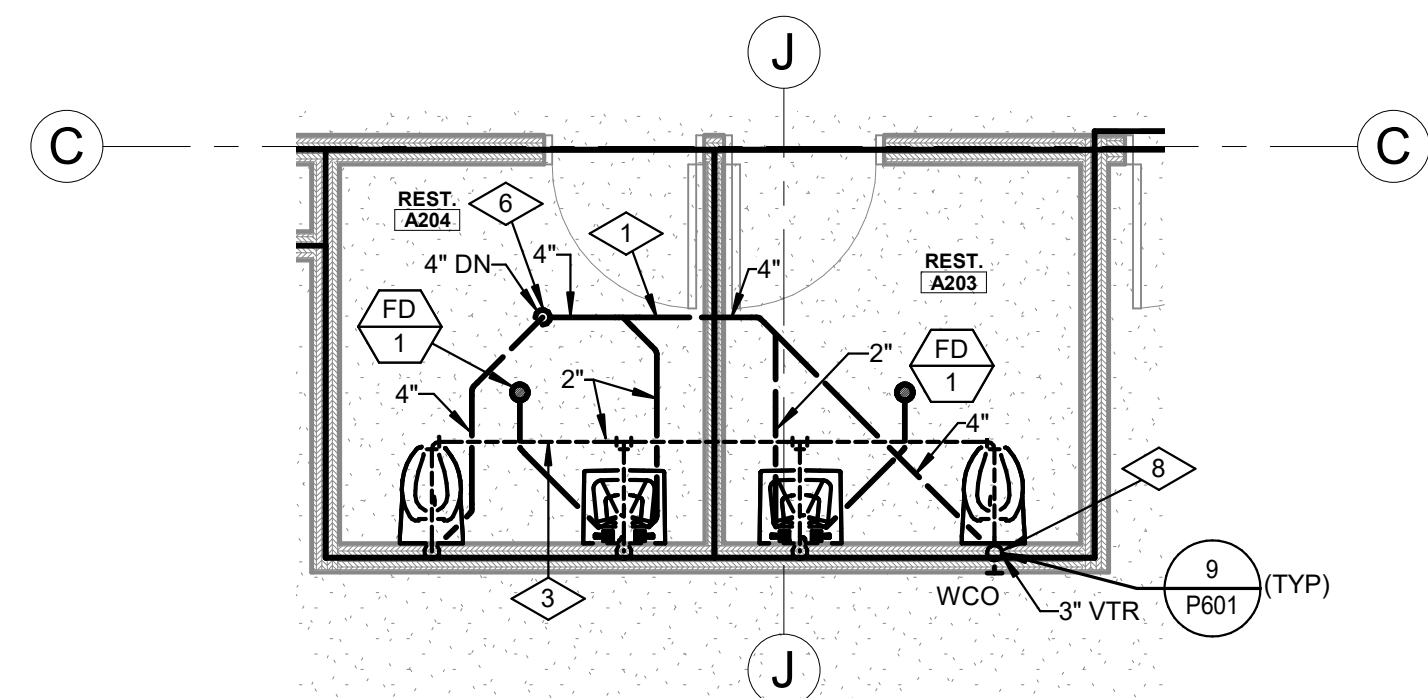
ENLARGED PLUMBING PLAN - WASTE & VENT

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



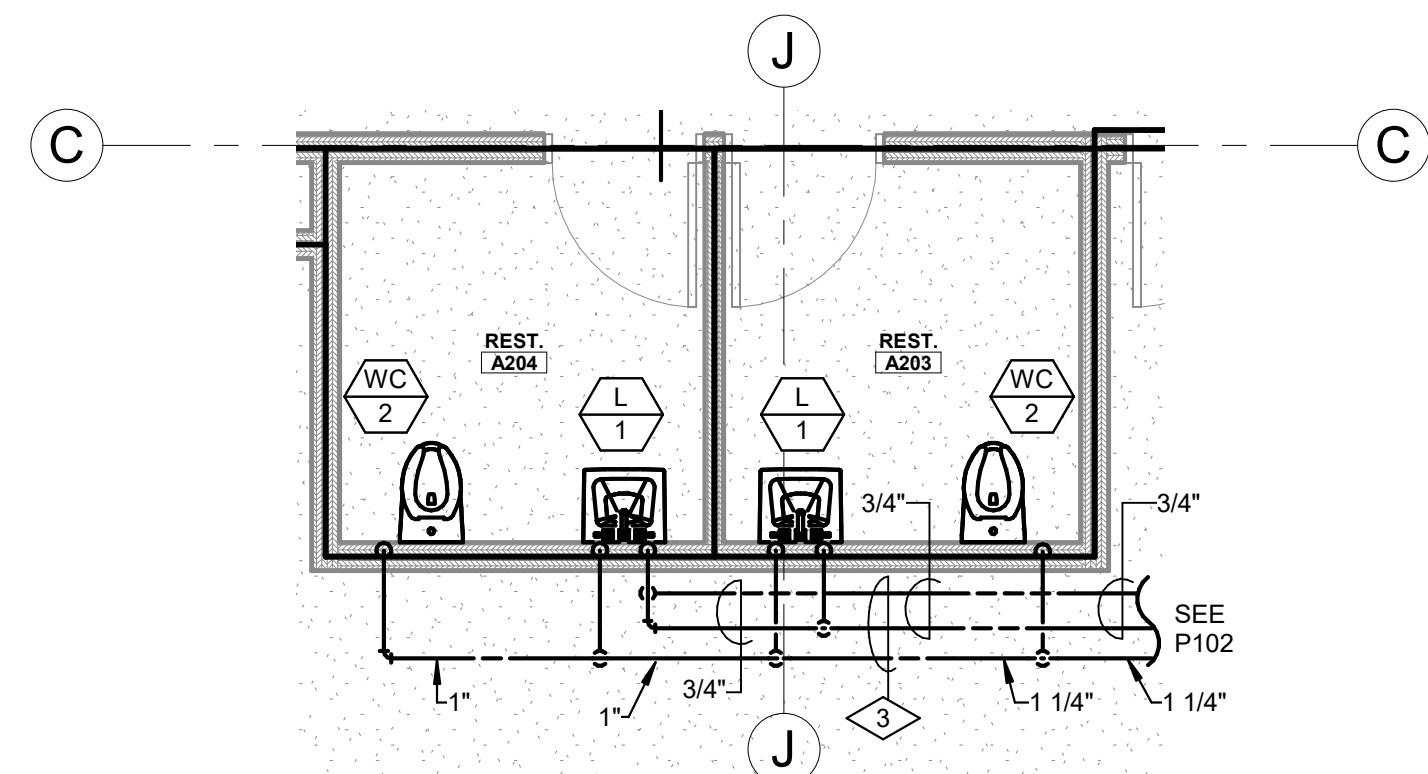
ENLARGED PLUMBING PLAN - WATER SUPPLY

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



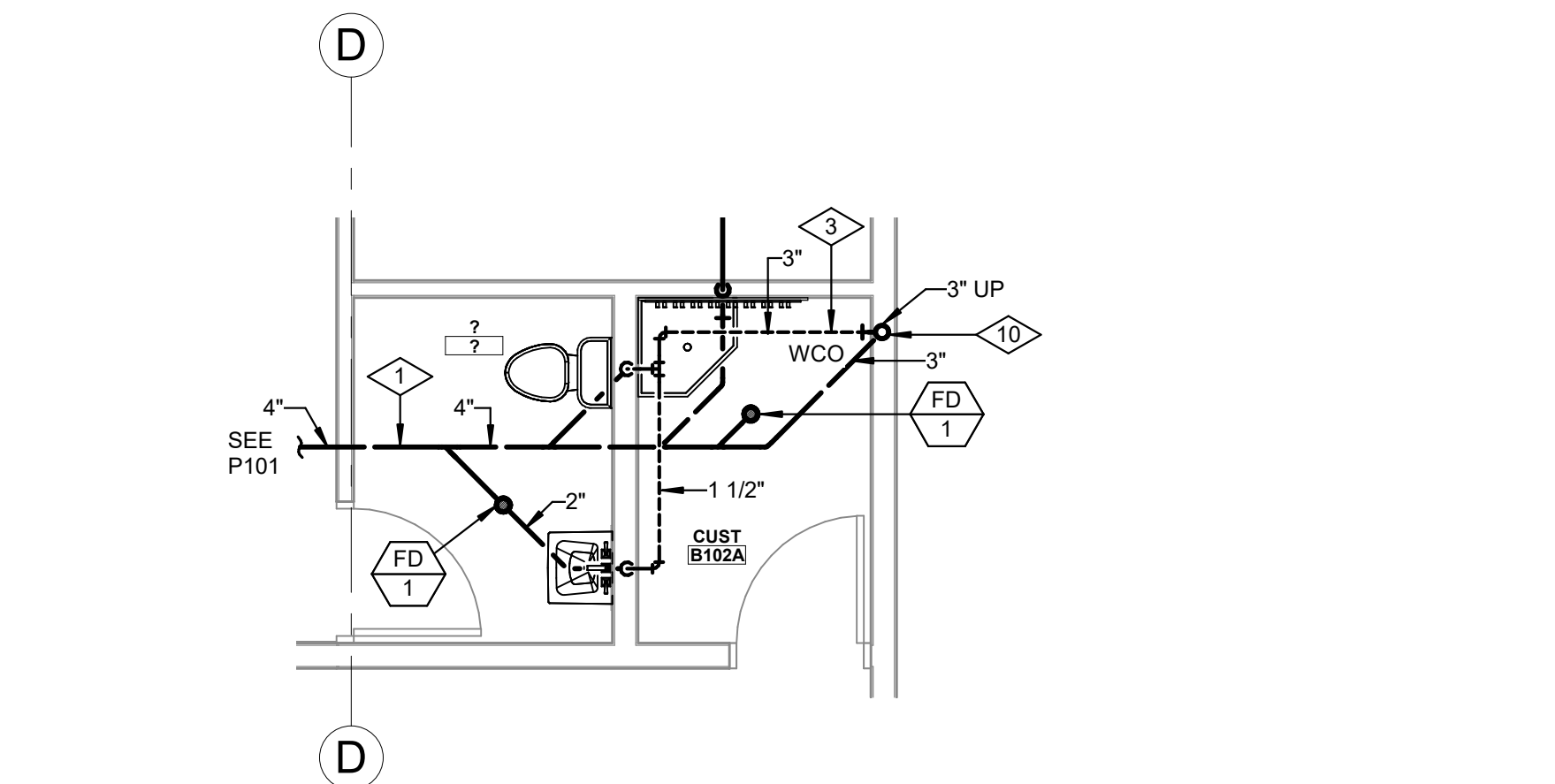
ENLARGED RESTROOM PLUMBING PLAN - WASTE & VENT

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



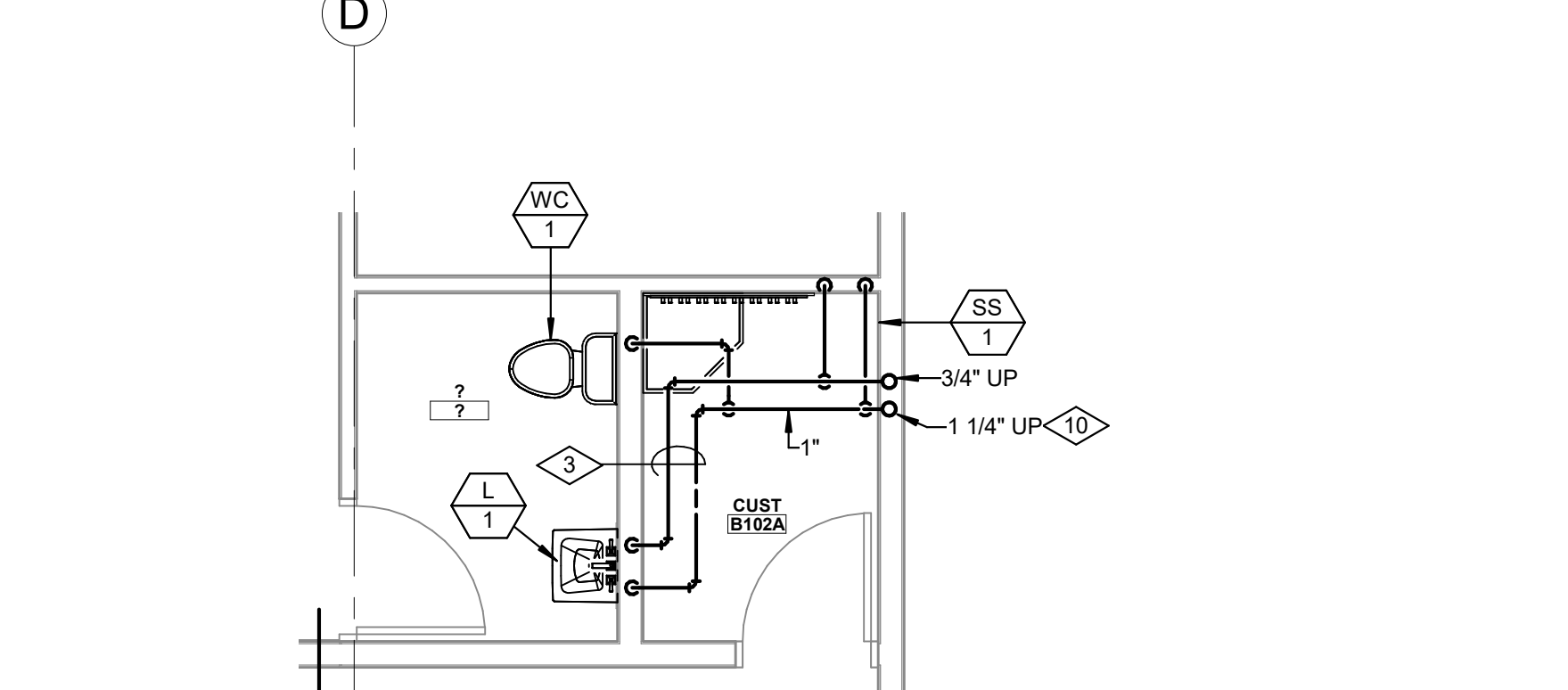
ENLARGED RESTROOM PLUMBING PLAN - WATERS SUPPLY

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



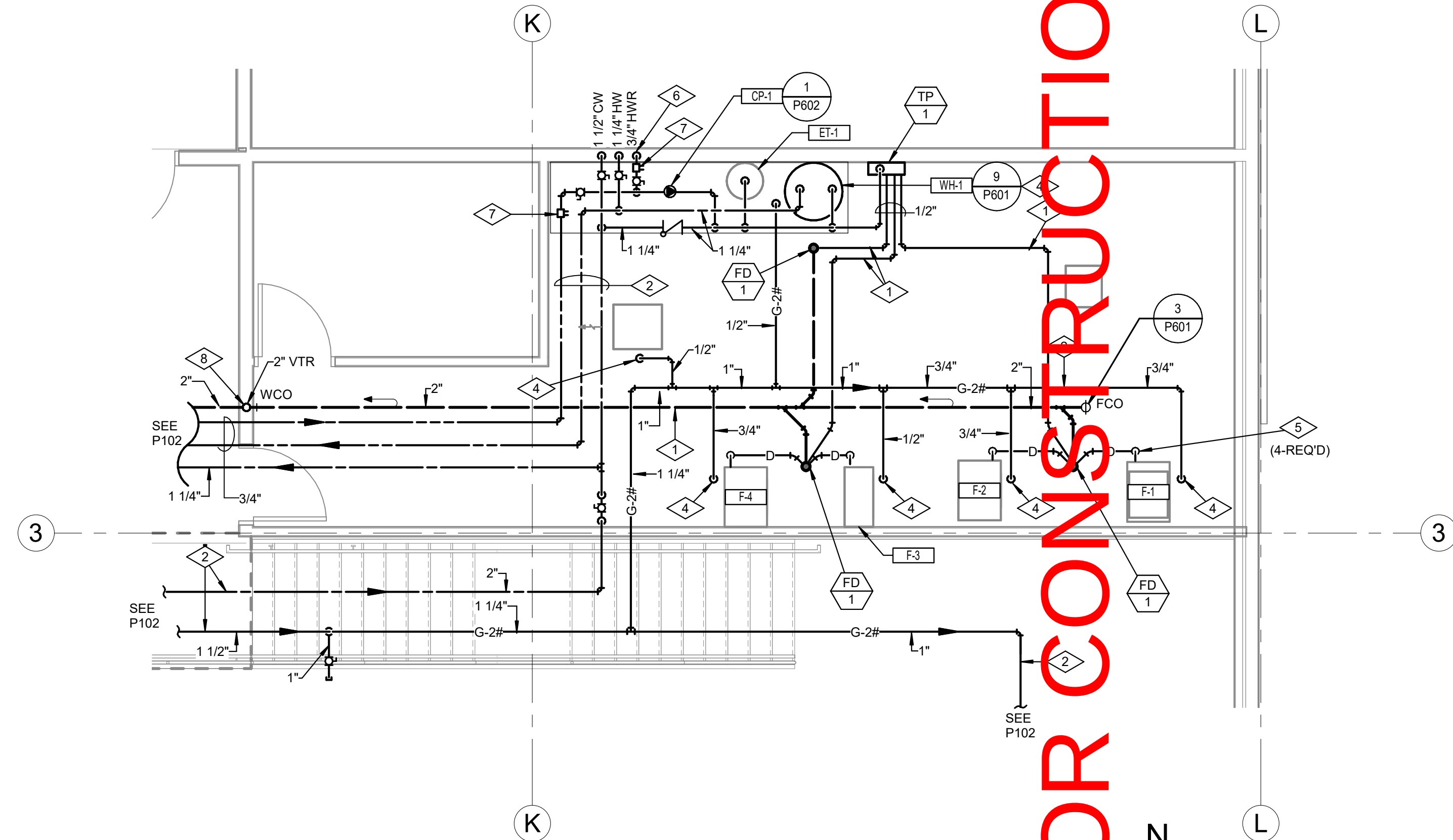
ENLARGED PLUMBING PLAN - WASTE & VENT

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



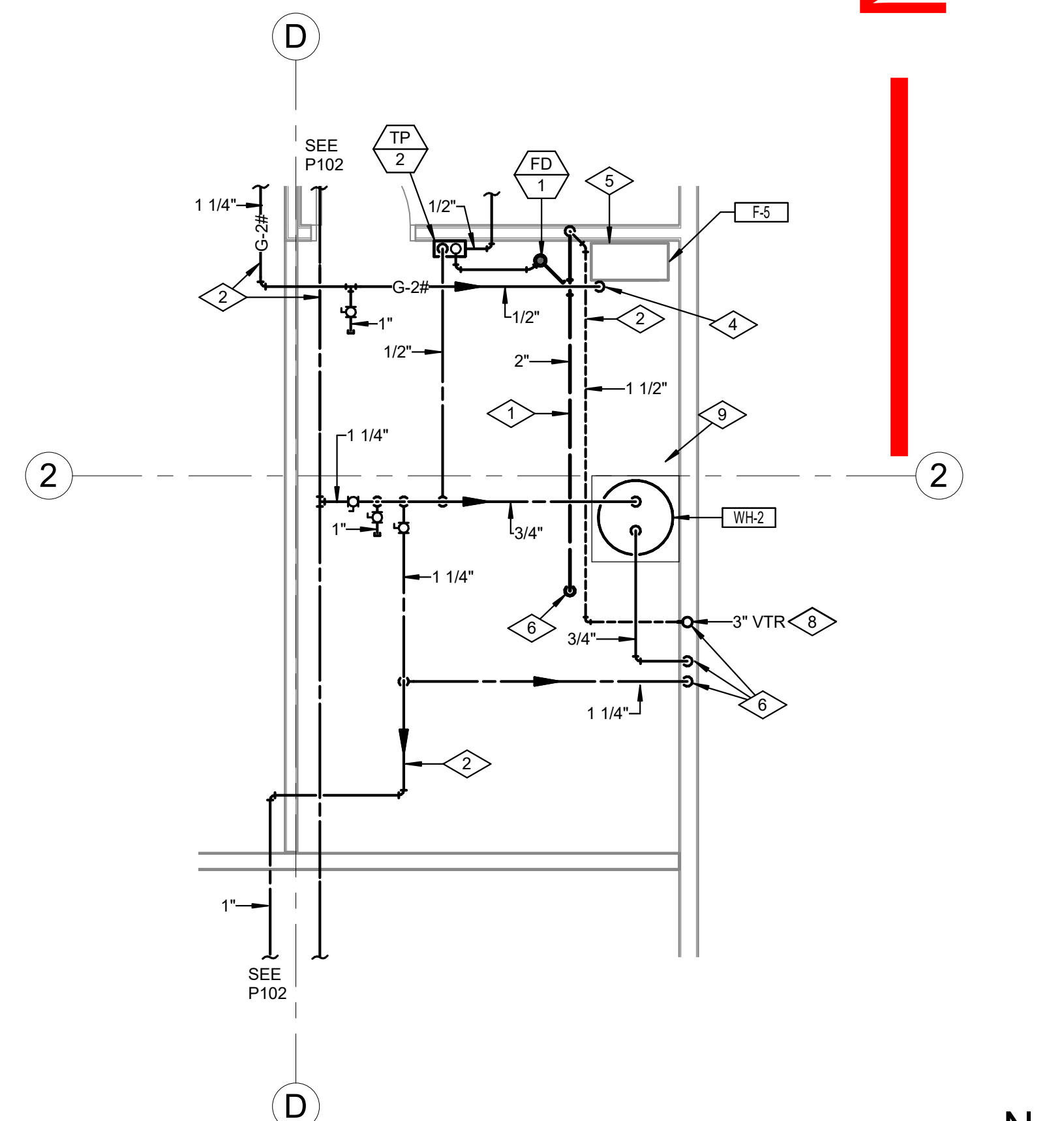
ENLARGED PLUMBING PLAN - WATER SUPPLY

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



ENLARGED PLUMBING PLAN - MECHANICAL ROOM

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



ENLARGED PLUMBING PLAN

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

OLSEN & PETERSON
consulting engineers, inc.

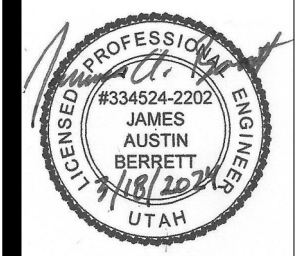
14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 486-4646 Fax: (801) 467-2531

- REFERENCE NOTES
- 1 PIPING TO RUN BELOW FLOOR.
 - 2 PIPING TO RUN EXPOSED, AS HIGH AS POSSIBLE.
 - 3 PIPING TO RUN ABOVE CEILING AS HIGH AS POSSIBLE.
 - 4 GAS PIPING TO APPLIANCE. PROVIDE SHUT-OFF, DIRT LEG, REGULATOR, AND FLEXIBLE CONNECTION. VENT REGULATOR AS REQUIRED. SEE DETAIL (5/P601).
 - 5 CONDENSATE DRAIN FROM FURNACE. CONNECT TO EQUIPMENT. RUN PIPING TO NEAREST FLOOR DRAIN.
 - 6 PIPE TO RUN DOWN TO BELOW. SEE P101.
 - 7 CALIBRATED BALANCING VALVE. SET TO 1.5 GPM.
 - 8 PROVIDE SNOW-BREAK FOR VENT THRU ROOF.
 - 9 PROVIDE 4" HIGH CONCRETE EQUIPMENT PAD.
 - 10 PIPE TO RUN UP TO ABOVE. SEE P102 OR THIS SHEET FOR CONTINUATION.

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UT 84643
WWW.KMAARCHITECTS.COM

KMA
ARCHITECTS



REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

PROJECT TITLE
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

P401

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

PLUMBING LEGEND

COLD WATER	
HOT WATER	
HOT WATER RE-CIRC	
DRAIN PIPING	
VENT PIPING	
WASTE PIPING	
NATURAL GAS - 2 PSI	
BALL VALVE	
BUTTERFLY VALVE	
UNION	
CHECK VALVE	
CALIBRATED BALANCING VALVE	
PIPING DROP	
PIPING RISE	
VENT THRU ROOF	
CO - CLEANOUT	
FCO - FLOOR CLEANOUT	
WCO - WALL CLEANOUT	
COTG - CLEANOUT TO GRADE	
ABOVE FINISHED FLOOR	AFF
ABOVE FINISHED GRADE	AFG
DOWN	DN

PLUMBING FIXTURE SCHEDULE

SYMBOL	FIXTURE	WASTE	VENT	C.W.	H.W.	NOTES (1)
	WATER CLOSET	4"	2"	1"	--	FLOOR MOUNTED - SENSOR FLUSH VALVE
	WATER CLOSET (ADA)	4"	2"	1"	--	FLOOR MOUNTED - SENSOR FLUSH VALVE - ADA
	URINAL	2"	1 1/2"	1"	--	WALL MOUNTED SENSOR FLUSH VALVE
	URINAL (ADA)	2"	1 1/2"	1"	--	WALL MOUNTED SENSOR FLUSH VALVE - ADA
	LAVATORY (ADA)	1 1/2"	1 1/2"	1/2"	1/2"	WALL MOUNTED, ADA, WITH TEMPERING VALVE
	SINK	1 1/2"	1 1/2"	1/2"	1/2"	COUNTER MOUNTED, STAINLESS STEEL, SINGLE COMPARTMENT
	SINK	1 1/2"	1 1/2"	1/2"	1/2"	COUNTER MOUNTED, STAINLESS STEEL, DOUBLE COMPARTMENT
	SERVICE SINK	3"	2"	3/4"	3/4"	FLOOR MOUNTED
	DRINKING FOUNTAIN (ADA)	1 1/2"	1 1/2"	1/2"	--	DUAL LEVEL WALL MOUNTED ELECTRIC WATER COOLER - WITH BOTTLE FILLER
	ICE MAKER BOX	--	--	1/2"	--	WHITE POLY BOX WITH 1/4 TURN VALVE
	TRAP PRIMER	--	--	1/2"	--	ELECTRIC TRAP PRIMER - 120/1/60 3 OUTLET MANIFOLD
	TRAP PRIMER	--	--	1/2"	--	ELECTRIC TRAP PRIMER - 120/1/60 2 OUTLET MANIFOLD
	HOSE BIBB	--	--	3/4"	--	EXTERIOR/ NON-FREEZE
	HOSE BIBB	--	--	3/4"	--	INTERIOR WITH VACUUM BREAKER, EXPOSED, CHROME PLATED, ANTI-SIPHON
	FLOOR DRAIN	2"	1 1/2"	--	--	W/ DEEP SEAL TRAP

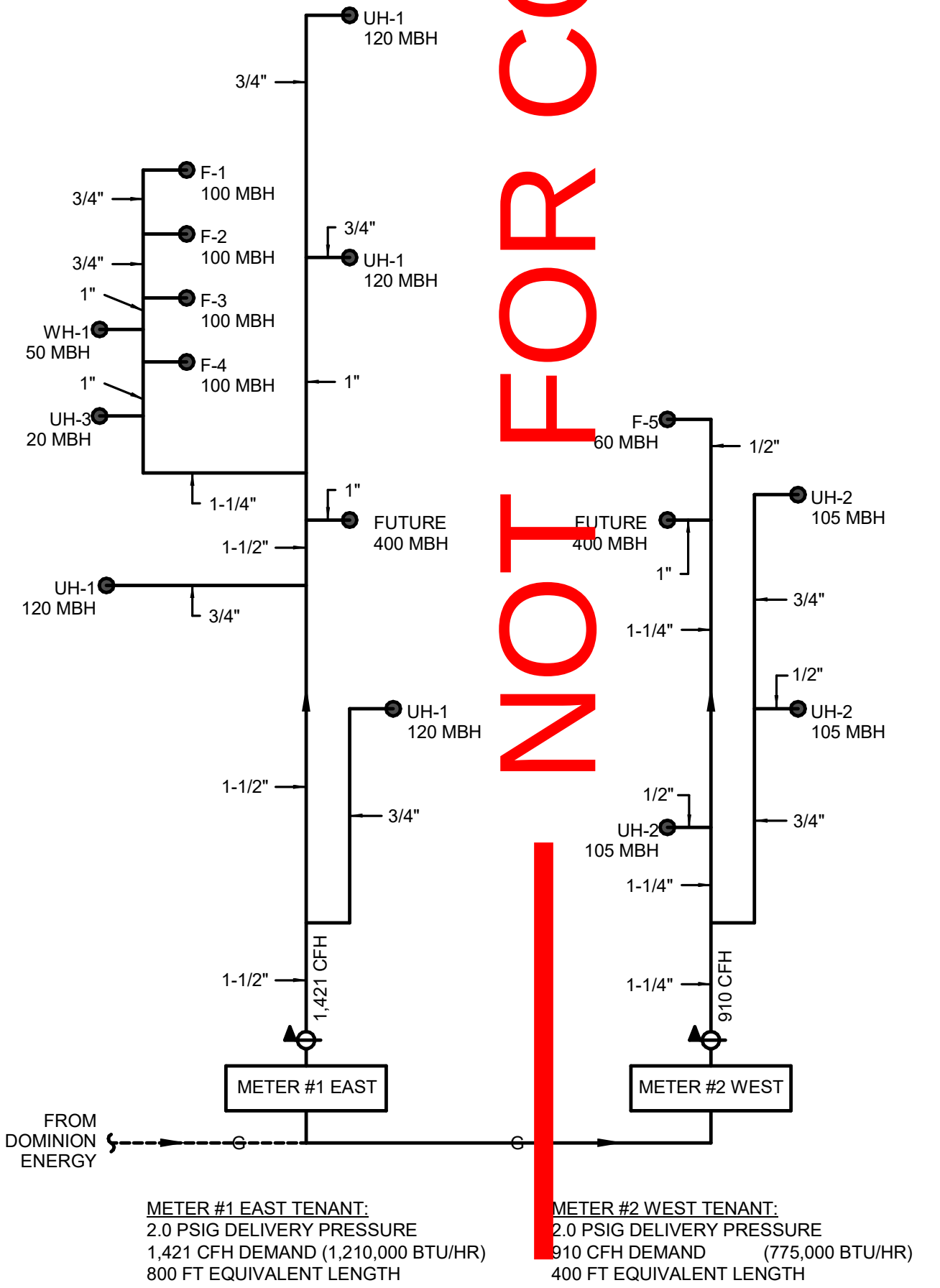
BRANCH WATER LINE SCHEDULE

FIXTURE	FIXTURE UNITS	TOTAL QUANTITY OF FIXTURES SERVED BY A GIVEN PIPE SIZE					
		1/2"	3/4"	1"	1-1/4"	1-1/2"	2"
WATER CLOSET	10	--	--	1	2	3	5
URINAL	5	--	1	2	--	--	--
LAVATORY	2	1	2	4	--	--	--
SINK	1.5	1	2	--	--	--	--
TOTAL FIXTURE UNITS SERVED BY PIPE SIZE		1	3	8	29	81	232

NOTE:
MINIMUM PIPE SIZE TO ANY FIXTURE TO BE 1/2". WHERE PIPE SIZE IS SHOWN ON DRAWINGS, IT SHALL BE FOLLOWED. IN THE EVENT PIPE SIZES ARE NOT SHOWN, THE SIZE OF ANY BRANCH LINE SHALL BE DETERMINED BY USING THIS TABLE. FIND SUM OF TOTAL FIXTURE UNITS ON BRANCH LINE, THEN REDUCE TOTAL BY SUBTRACTING OFF INDIVIDUAL FIXTURE UNITS FOR EACH SUCCESSIVE FIXTURE ALONG THE BRANCH LINE.

PLUMBING EQUIPMENT SCHEDULE

WH-1	WATER HEATER: GAS FIRED, PACKAGED TYPE, 50,000 BTUH INPUT, 116 GALLONS PER HOUR RECOVERY THRU 100°F TEMP. RISE. HEATER SHALL BE 60 GALLON, FACTORY INSULATED HOT WATER STORAGE TANK (GLASS LINED), POWER BURNER. HEATER SHALL BE SUITABLE FOR PVC VENTING, COMPLETE WITH P & T RELIEF VALVE, GAS TRAIN, FACTORY WIRED AND TESTED. UPPER & LOWER LIMIT OPERATING THERMOSTATS, COMBINATION HIGH AND LOW PRESSURE SAFETY CONTROLS, LOW WATER CUT-OFF, & ALL CONTROLS FOR AUTOMATIC OPERATION. SET AT 110°F. (66% THERMAL EFFICIENCY). MANUFACTURER: AO SMITH MODEL: CYCLONE XI MODELING BTX-100 ELECTRICAL: 5.0 AMPS @ 120V/60 SIZE: 22" DIAM x 67" H
WH-2	WATER HEATER: ELECTRIC, PACKAGED TYPE, 2.5 KW, 10 GALLON CAPACITY, 10 GALLONS PER HOUR RECOVERY THRU 100°F TEMP. RISE, FACTORY INSULATED HOT WATER STORAGE TANK (GLASS LINED), COMPLETE WITH P & T RELIEF VALVE, FACTORY WIRED AND TESTED. SET AT 110°F. MANUFACTURER: AO SMITH MODEL: DEL-10S ELECTRICAL: 2.5 KW @ 120V/60 SIZE: 18" DIAM x 18" H
EX-1	EXPANSION TANK: BLADDER TYPE, DOMESTIC HOT WATER, 3.2 GALLONS TOTAL VOLUME, 1.9 GALLONS ACCEPTANCE VOLUME. FACTORY AIR CHARGE 55 PSI, 9" DIA. x 16" HIGH, 3/4" SYSTEM CONNECTION, COMPLETE WITH DRAIN COCK, ASME CONSTRUCTION, STEEL SHELL AND HEAVY DUTY BLADDER.. MANUFACTURER: AMTROL MODEL: ST-6-C
EX-2	EXPANSION TANK: BLADDER TYPE, DOMESTIC HOT WATER, 2.0 GALLONS TOTAL VOLUME, 0.9 GALLONS ACCEPTANCE VOLUME. FACTORY AIR CHARGE 55 PSI, 8" DIA. x 19" HIGH, 3/4" SYSTEM CONNECTION, COMPLETE WITH DRAIN COCK, ASME CONSTRUCTION, STEEL SHELL AND HEAVY DUTY BLADDER.. MANUFACTURER: AMTROL MODEL: ST-5-C
CP-1	CIRCULATING PUMP: IN-LINE RECIRCULATING, 115 DEG.F. WATER, 5.0 GPM AT 10 FT. HEAD, 1" CONNECTIONS. ALL STAINLESS STEEL CONSTRUCTION. MANUFACTURER: TACO MODEL: CARTRIDGE CIRCULATOR 009-ST-5 ELECTRICAL: 0.40 HP @ 120/1/60



GAS PIPING SCHEMATIC

NOT TO SCALE

1
P501

OLSEN & PETERSON
consulting engineers, inc.

14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 486-4646 Fax: (801) 467-2531

PROJECT TITLE

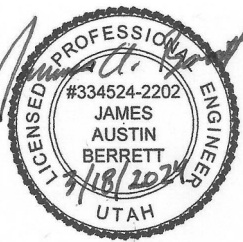
BRADFORD MOUNTAINLAND SUPPLY

109 SPLIT ROCK DRIVE

EAGLE MOUNTAIN, UTAH

BERT BRADFORD

REVISIONS:



KMA
ARCHITECTS

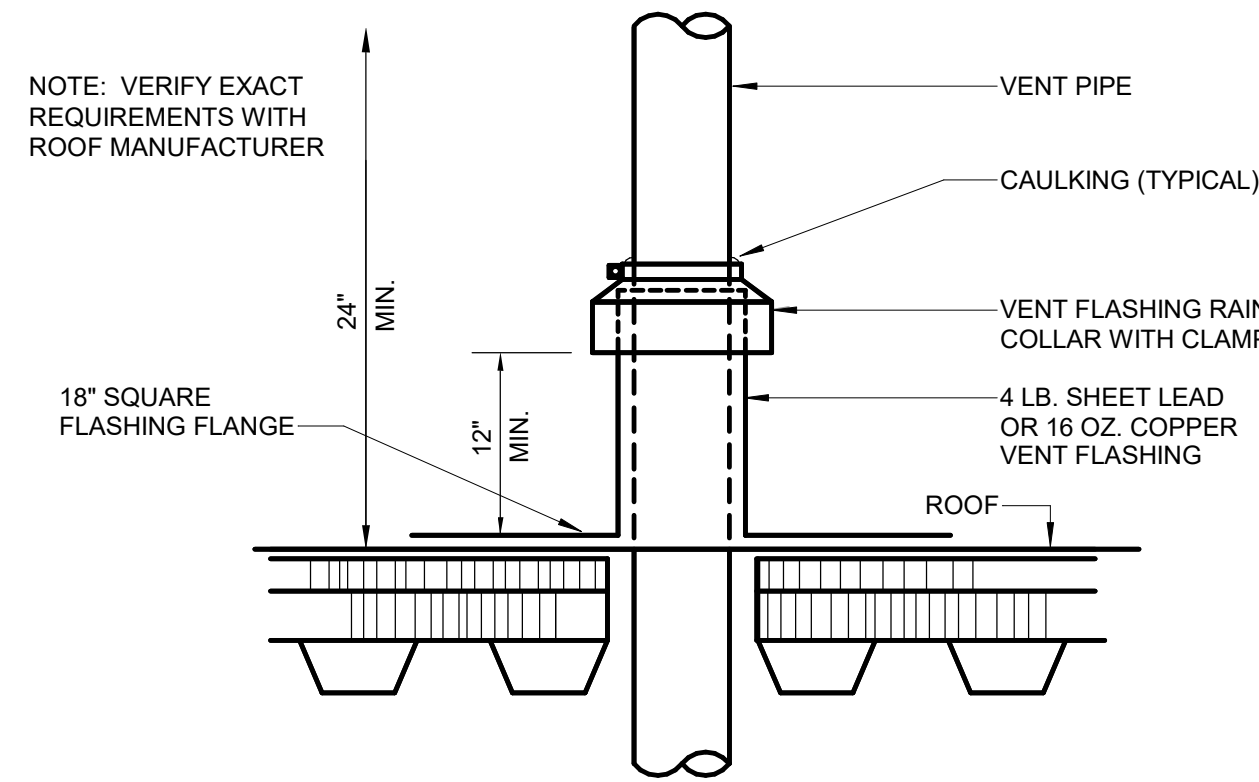
170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM

P501

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

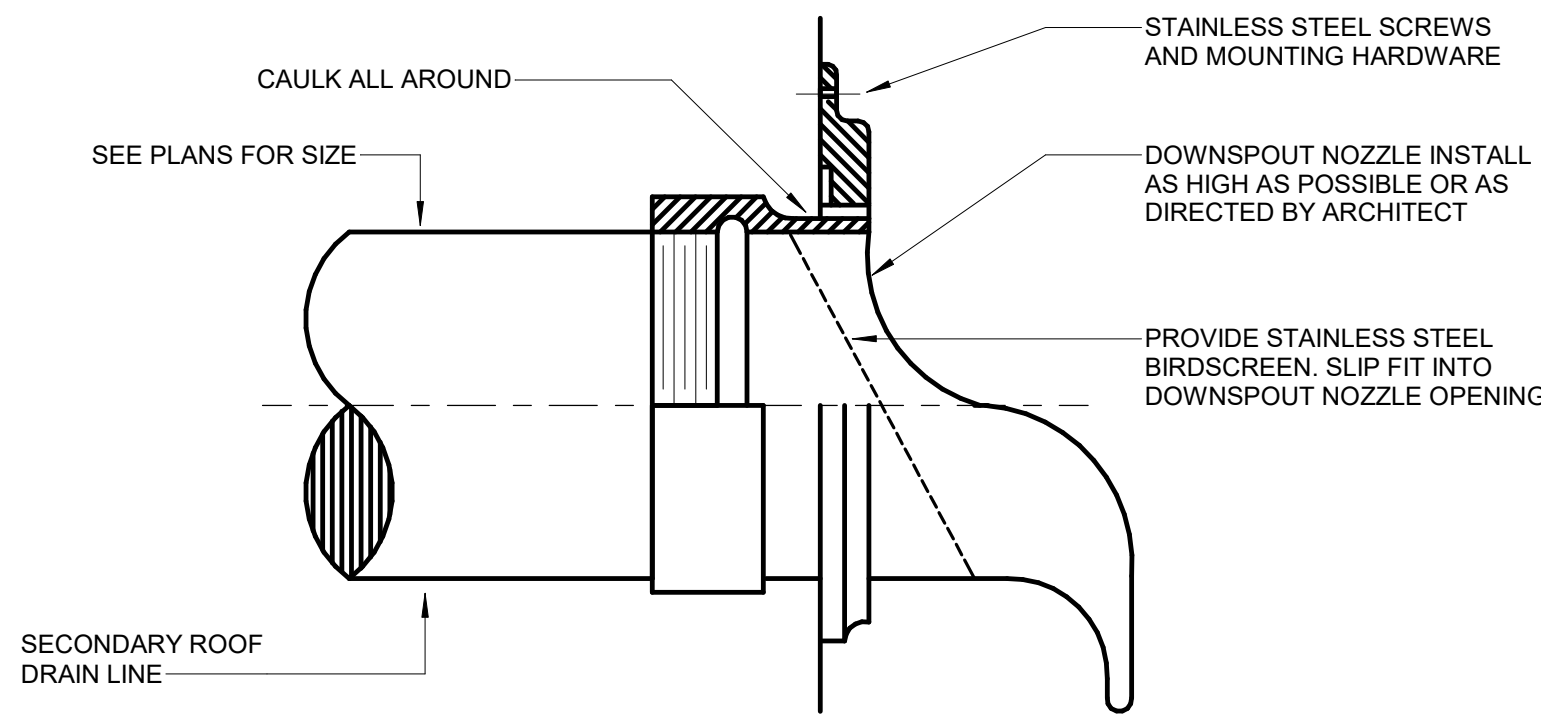
3/28/2024 12:43:31 PM 12" = 1'-0"



VENT THRU ROOF DETAIL

SCALE: NTS

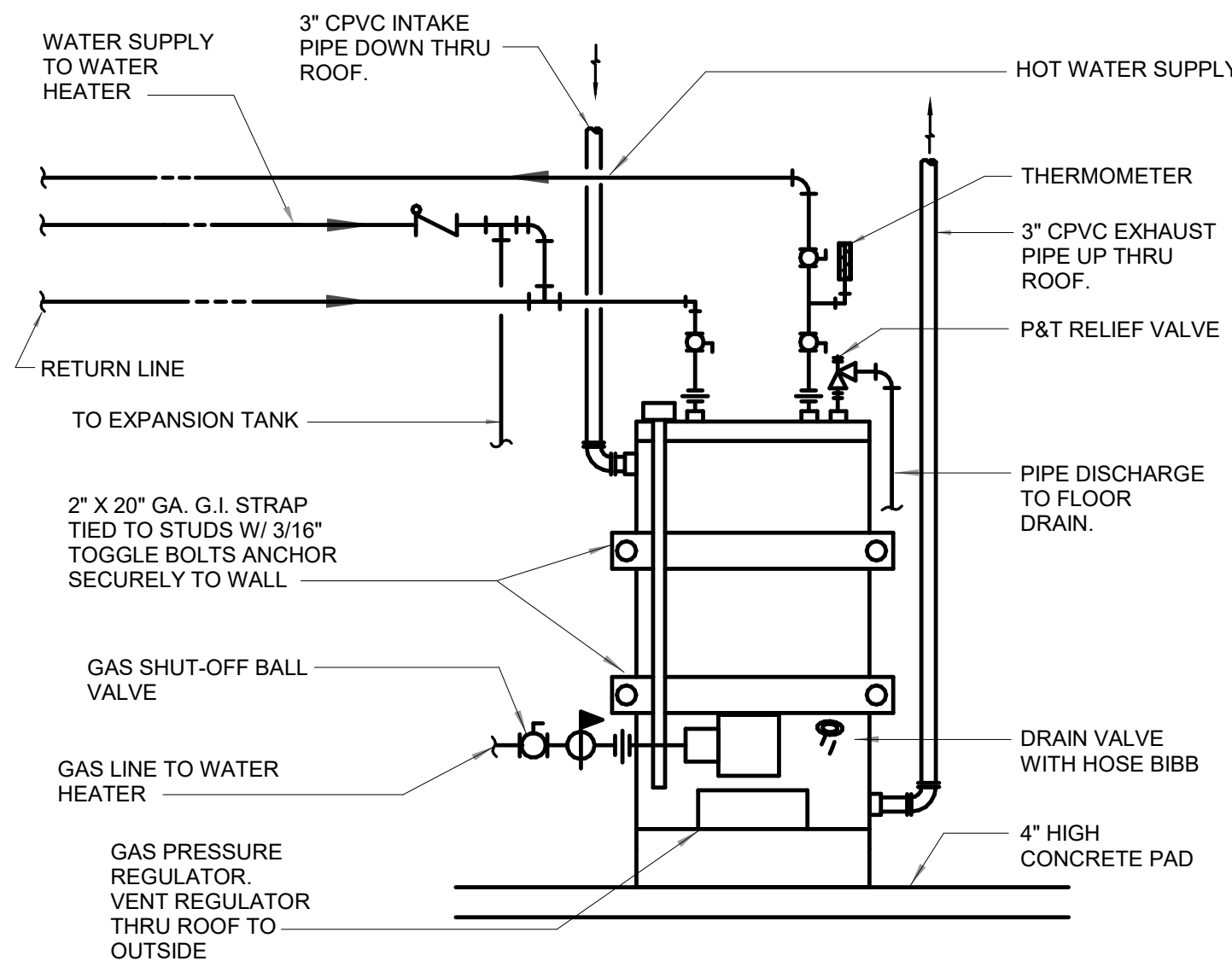
7
P601



DOWNSPOUT NOZZLE DETAIL

SCALE: NTS

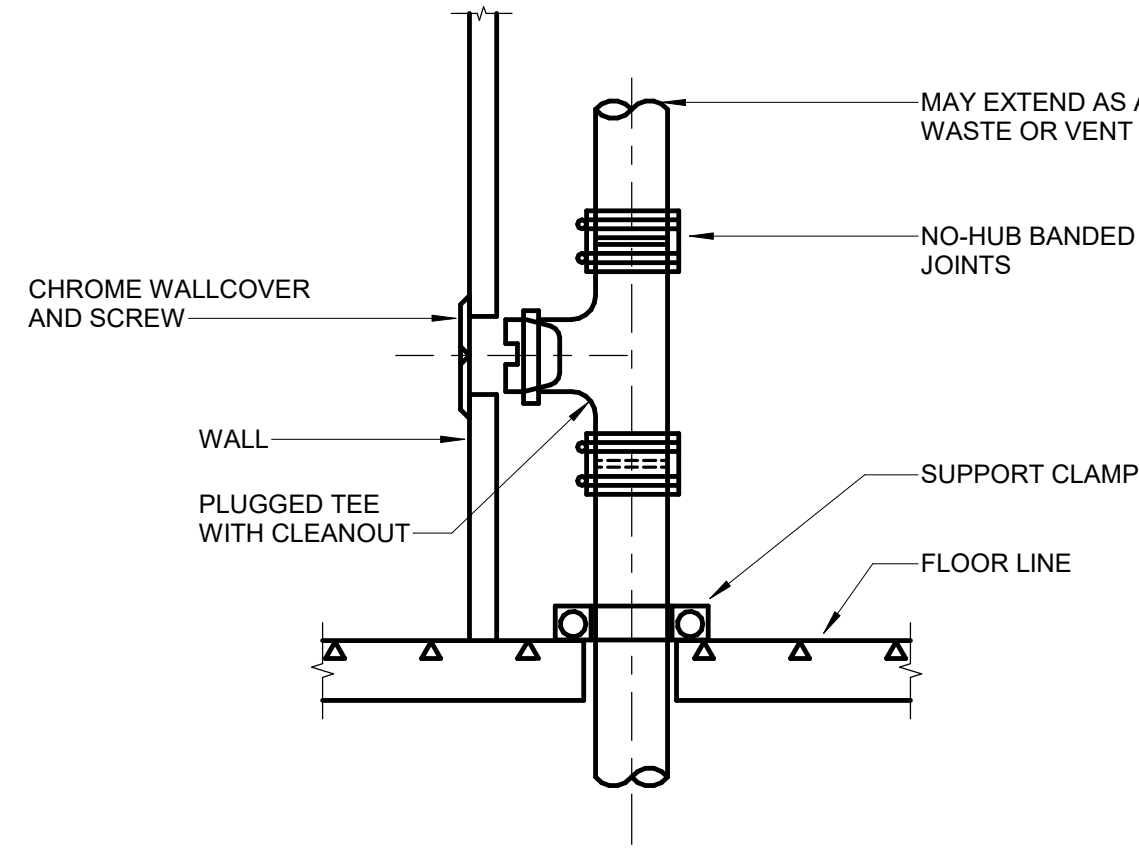
8
P601



GAS FIRED WATER HEATER DETAIL

SCALE: NTS

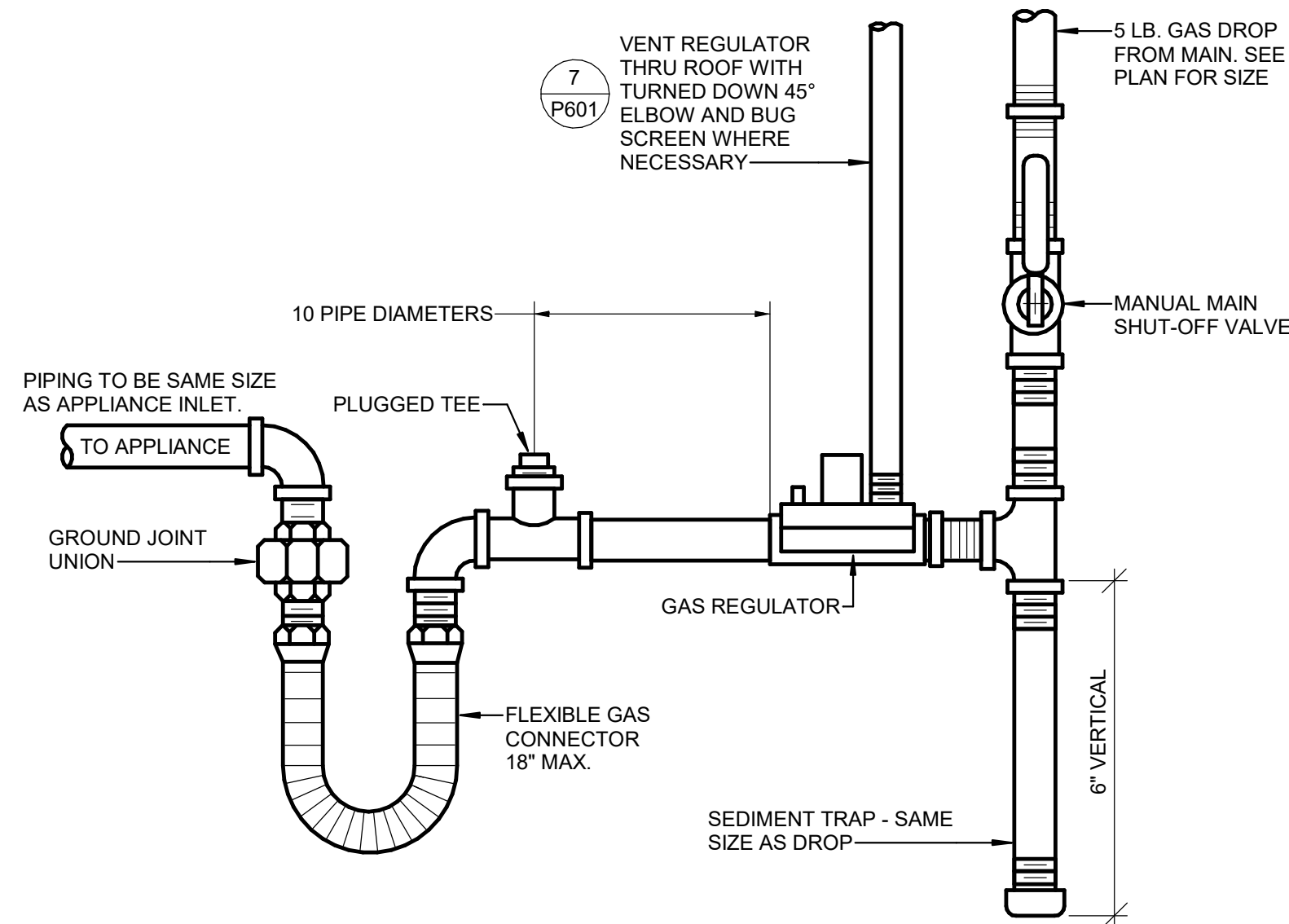
9
P601



WALL CLEANOUT DETAIL

SCALE: NTS

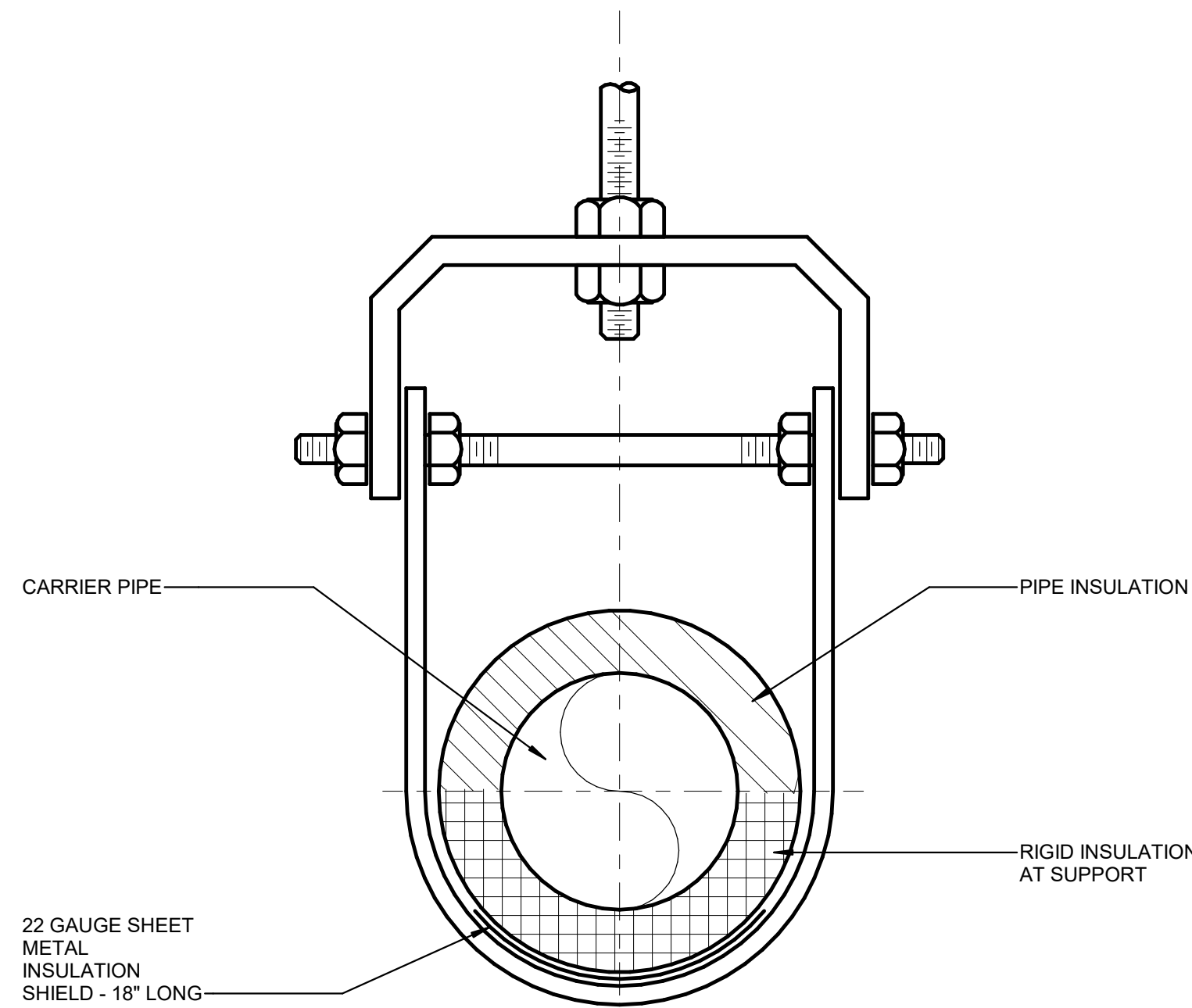
4
P601



TYPICAL GAS CONNECTION TO EQUIPMENT

SCALE: NTS

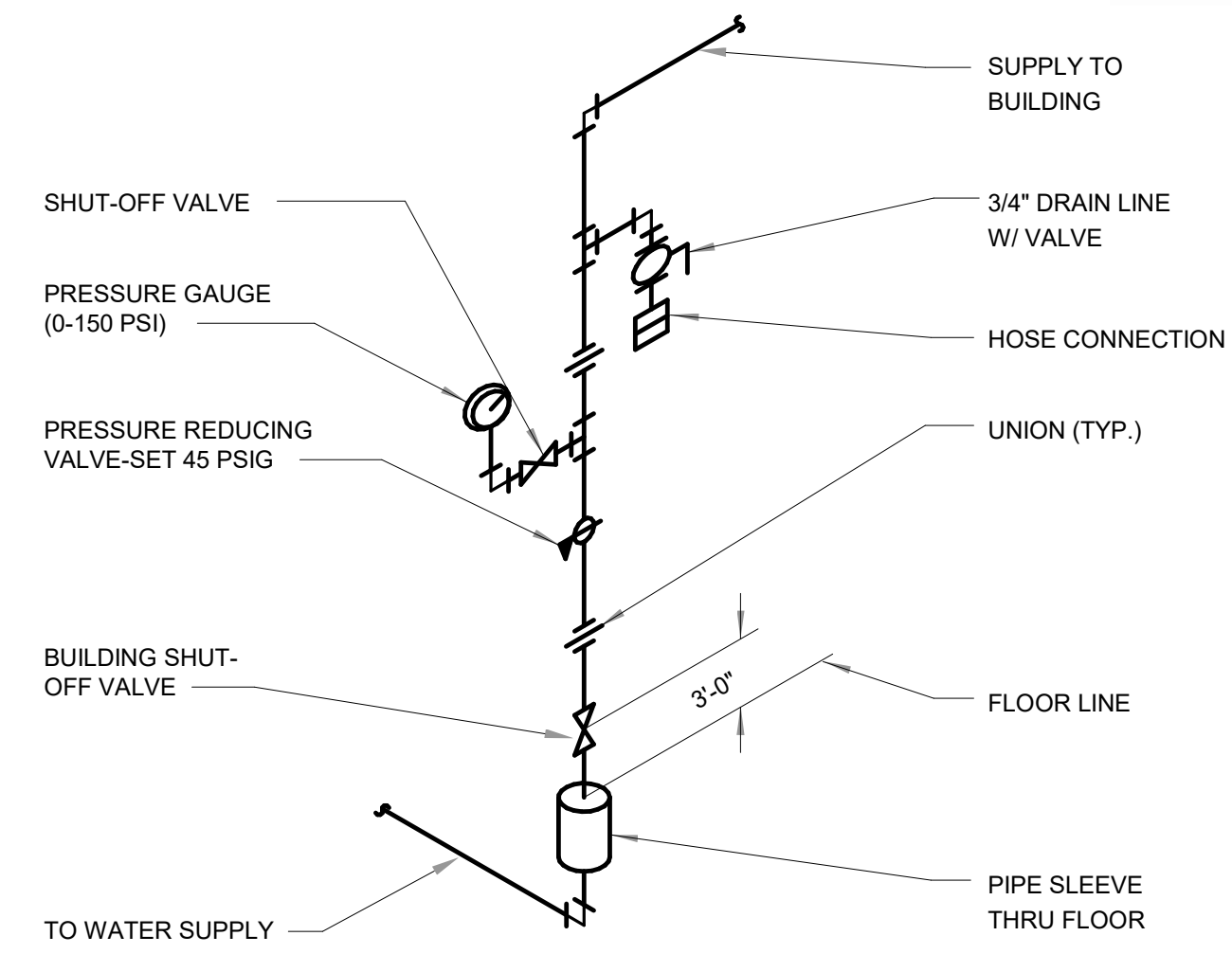
5
P601



PIPE HANGER DETAIL

SCALE: NTS

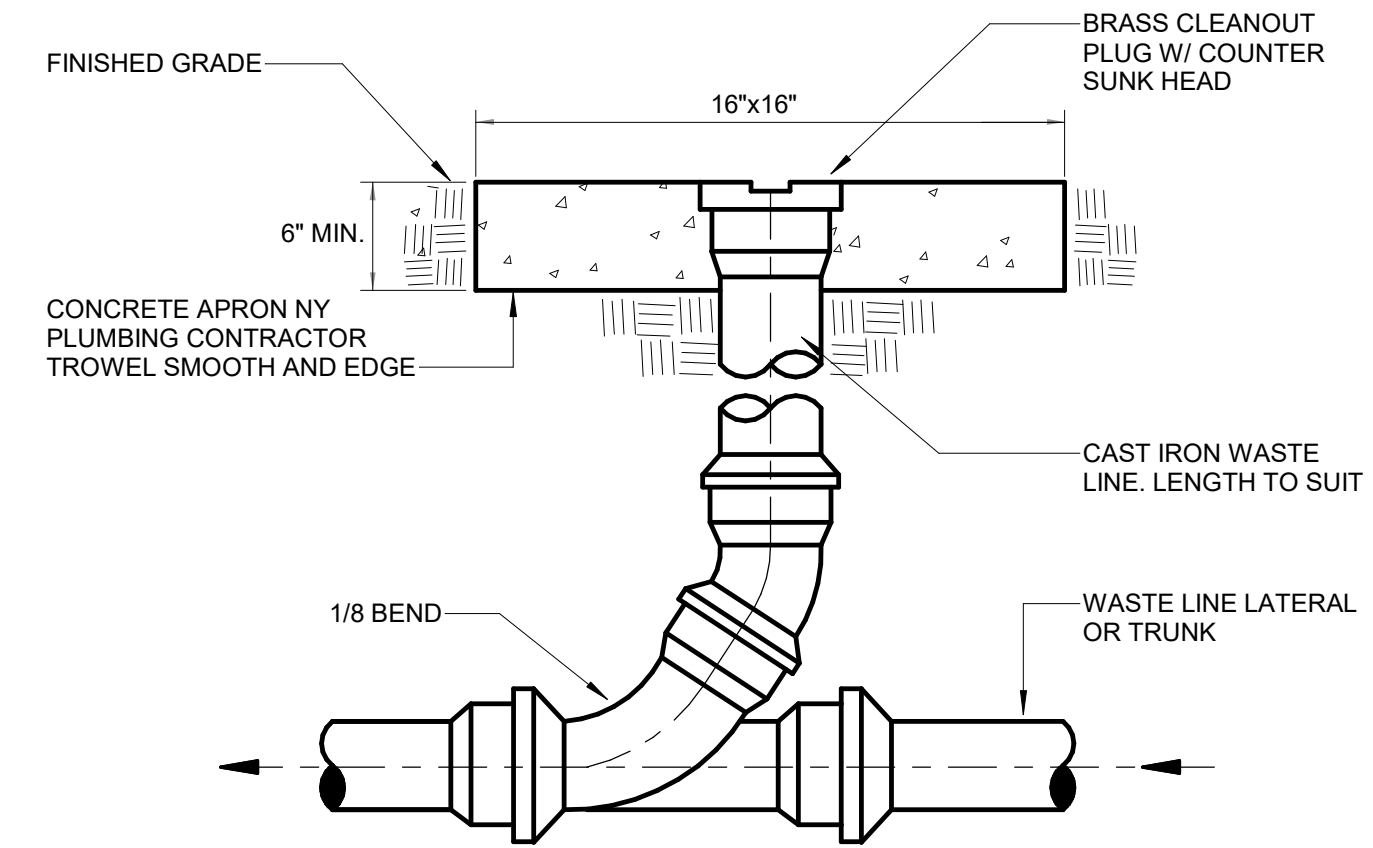
6
P601



BUILDING WATER CONTROL VALVE DETAIL

SCALE: NTS

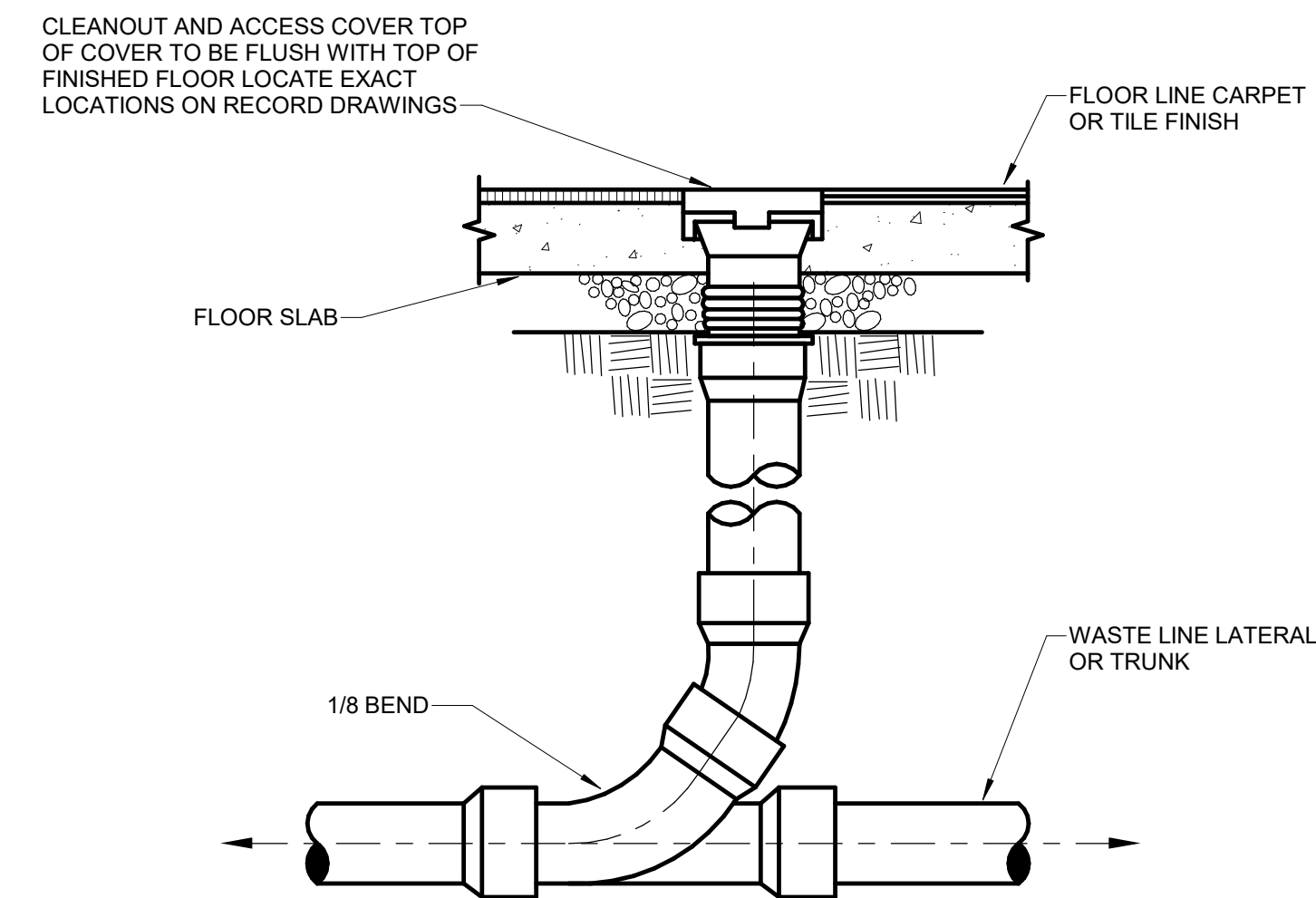
1
P601



CLEANOUT TO GRADE DETAIL

SCALE: NTS

2
P601



FLOOR CLEANOUT DETAIL

SCALE: NTS

3
P601

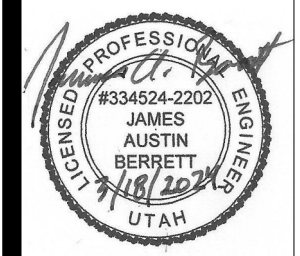
OLSEN & PETERSON
consulting engineers, inc.

14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 486-4646 Fax: (801) 467-2531

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UT 84643
WWW.KMAARCHITECTS.COM

KMA
ARCHITECTS



REVISIONS:

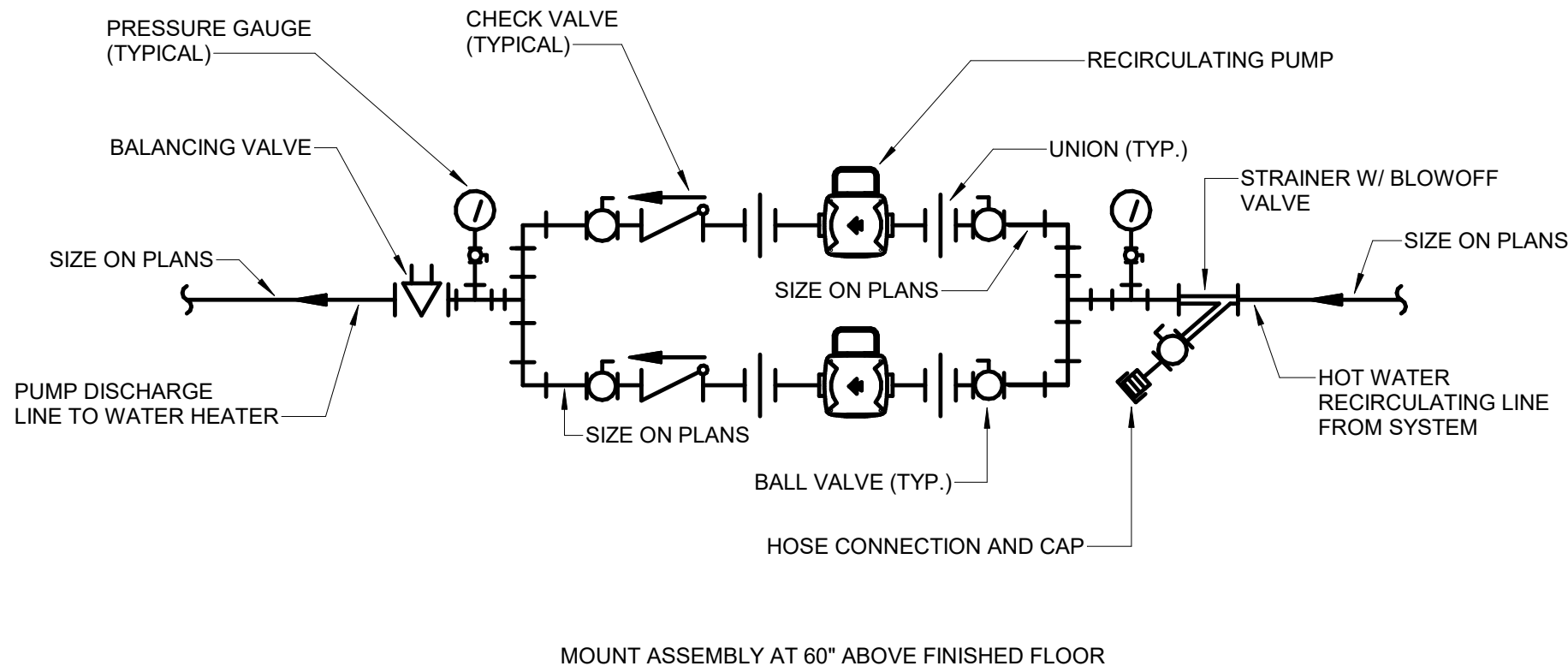
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

PROJECT TITLE
BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
109 SPLIT ROCK DRIVE

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

P601

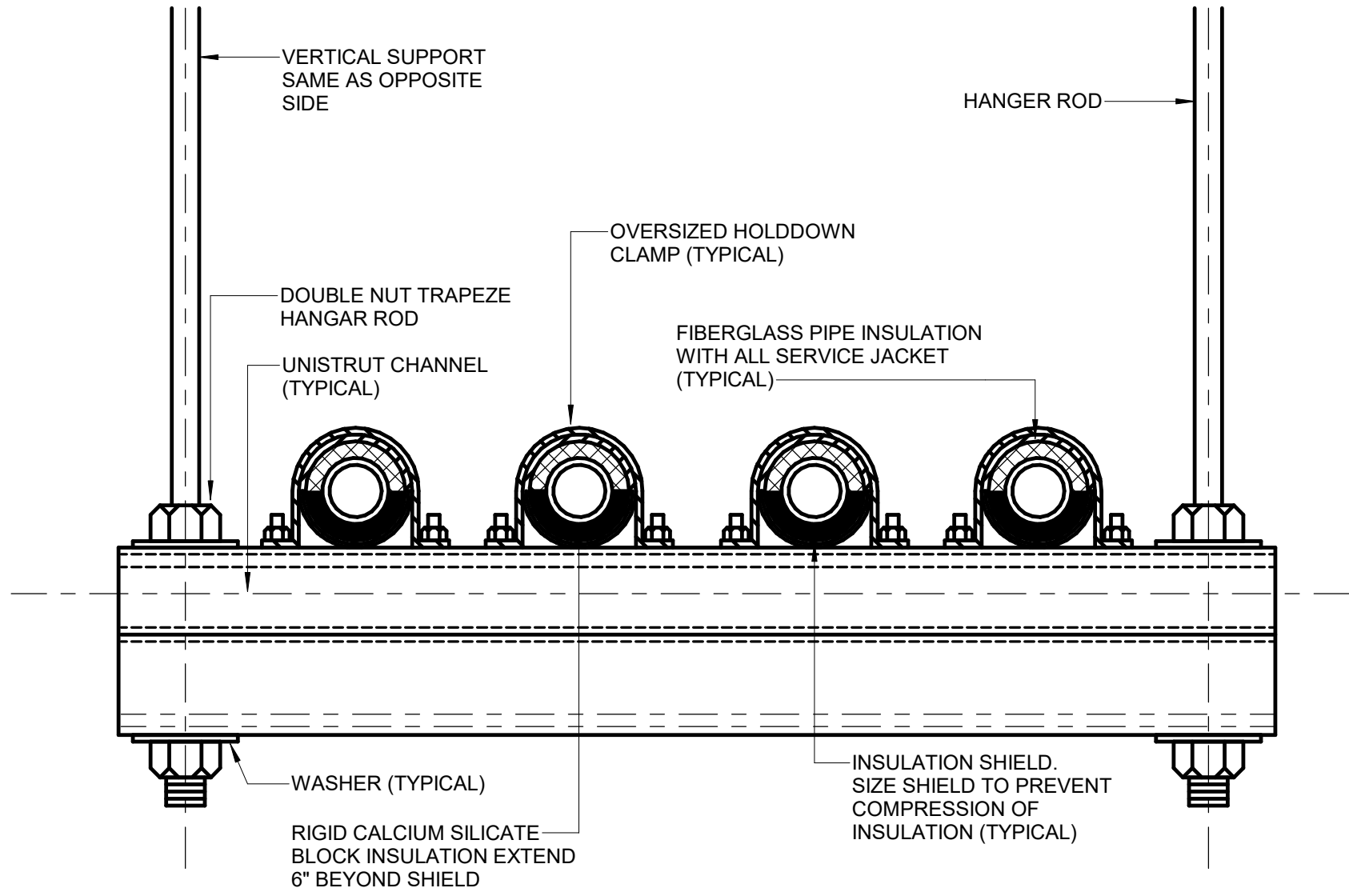
3/25/2024 12:43:33 PM 12" x 18" THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.



CIRCULATING PUMP DETAIL

SCALE: NTS

1
P602



TRAPEZE PIPE SUPPORT DETAIL

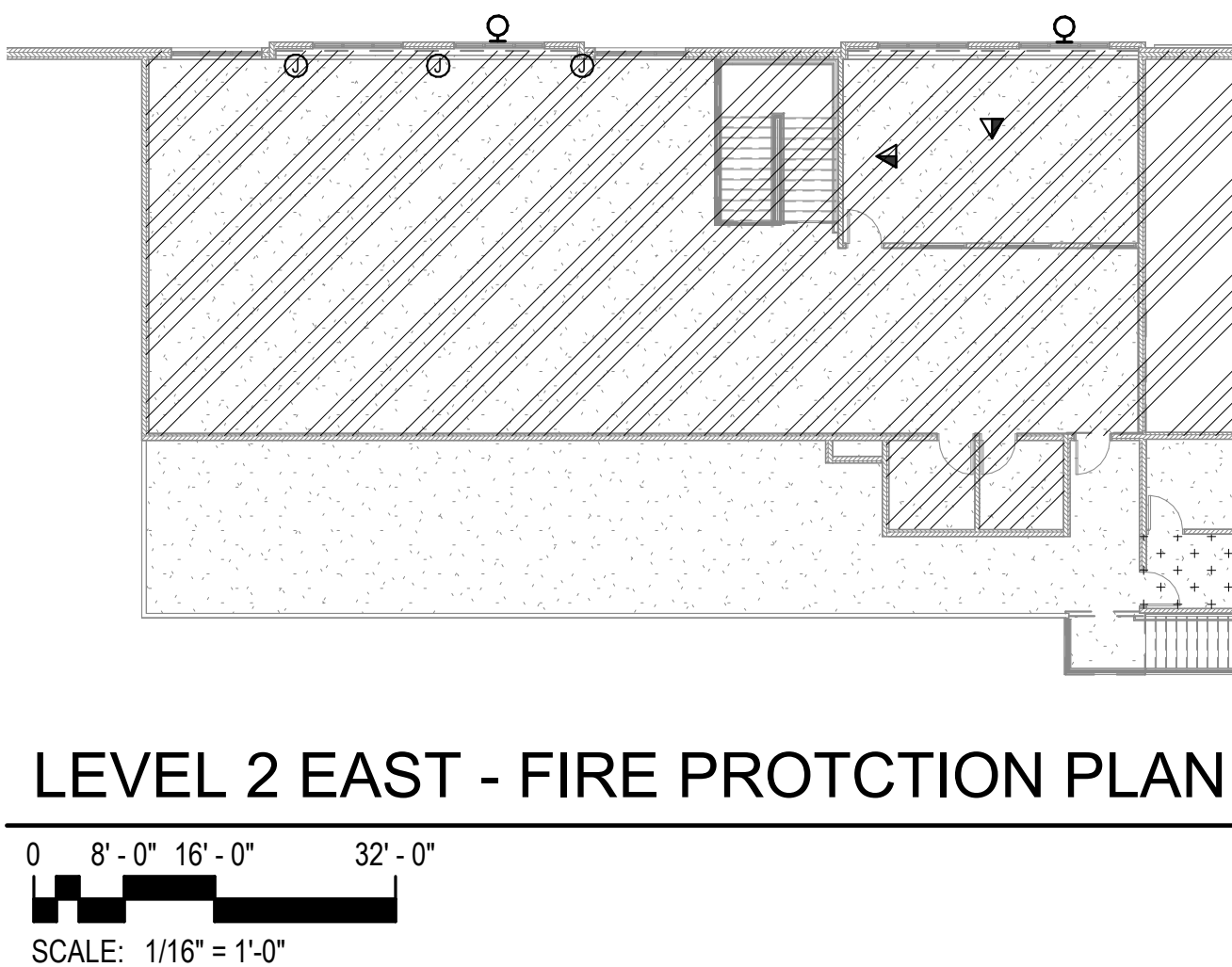
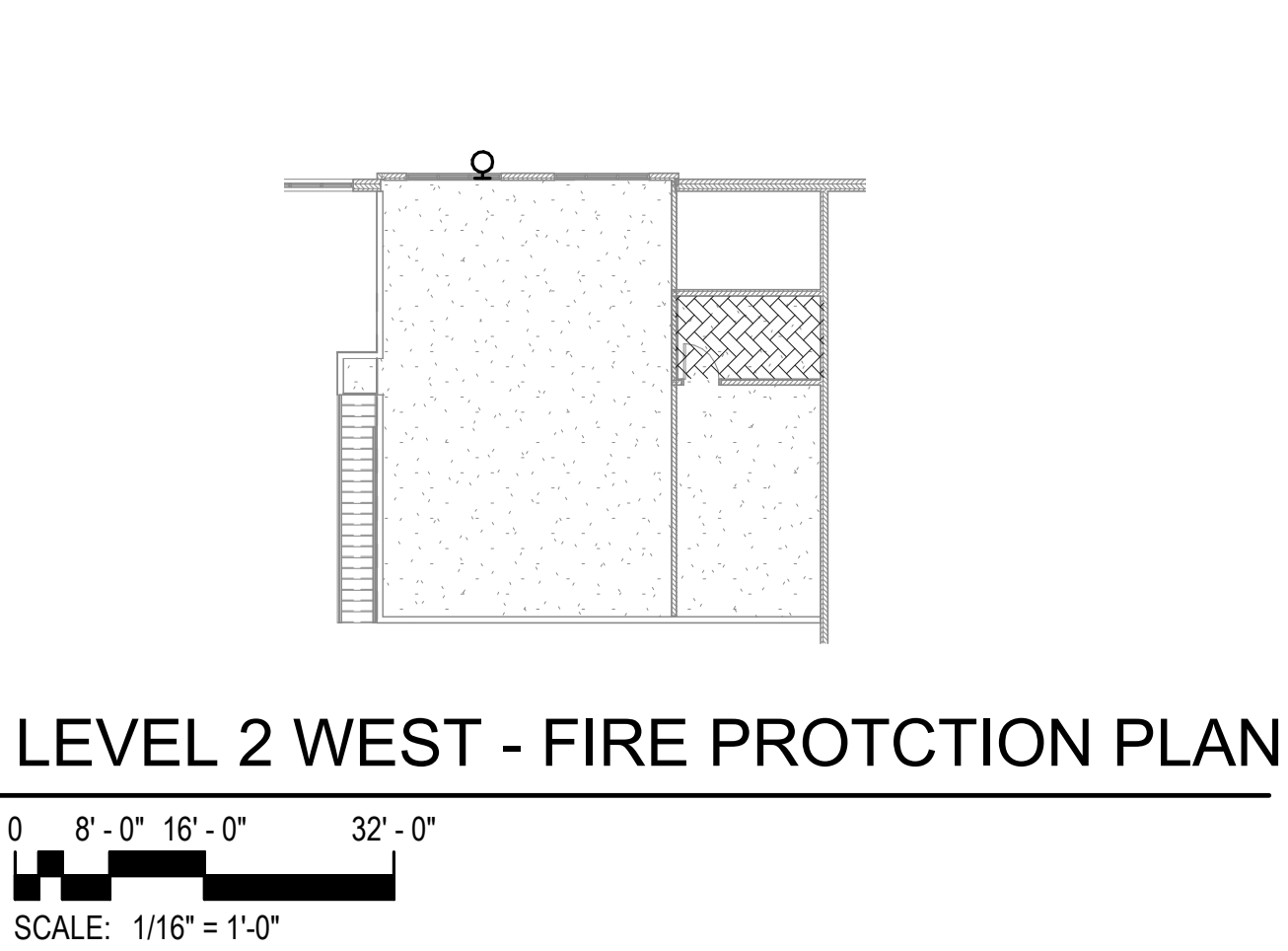
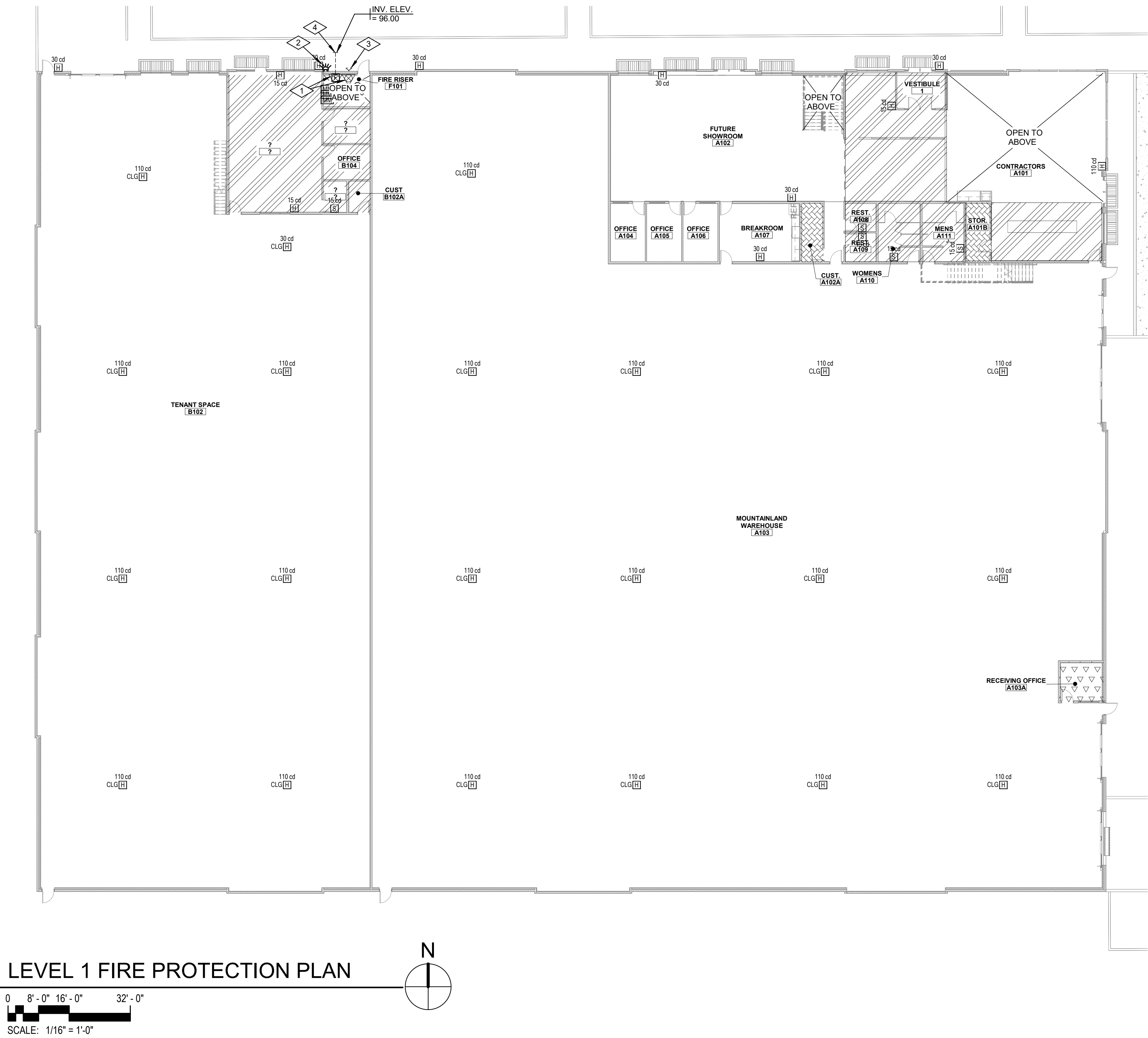
SCALE: NTS

2
P602

NOT FOR CONSTRUCTION

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

3/18/2024 12:24:18 PM
As Noted



FIRE PROTECTION LEGEND

- NO MARK
- ORDINARY HAZARD, GROUP 1
 - EXPOSED STRUCTURE (NO CEILING)
 - UPRIGHT BRASS HEADS ON EXPOSED PIPING
- LIGHT HAZARD
- LAY-IN OR GYP. BOARD CEILING (VERIFY AND COORDINATE WITH ARCHITECTURAL DRAWINGS)
 - CONCEALED TYPE SPRINKLER HEADS SIMILAR TO VIKING VK4621 INSTALLED TIGHT TO CEILING WITH BRIGHT WHITE COVER PLATE
- ORDINARY HAZARD, GROUP 1
- LAY-IN OR GYP. BOARD CEILING (VERIFY AND COORDINATE WITH ARCHITECTURAL DRAWINGS)
 - CONCEALED TYPE SPRINKLER HEADS SIMILAR TO VIKING VK4621 INSTALLED TIGHT TO CEILING WITH BRIGHT WHITE COVER PLATE
- ORDINARY HAZARD, GROUP 1
- EXPOSED STRUCTURE (NO CEILING)
 - UPRIGHT ROUGH BRASS HEADS ON EXPOSED PIPING
- LIGHT HAZARD
- EXPOSED STRUCTURE (NO CEILING)
 - UPRIGHT BRASS HEADS ON EXPOSED PIPING
- FIRE SPRINKLER RISER
- SPRINKLER ALARM BELL
- WALL MOUNTED SIAMESE FIRE DEPARTMENT CONNECTION

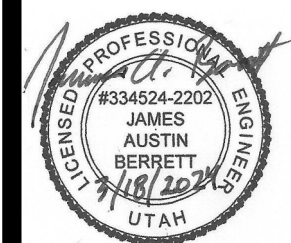
NOTE: CONTRACTOR SHALL COORDINATE ALL PIPING HUNG FROM STRUCTURE WITH REQUIREMENTS OF STRUCTURAL ENGINEER. DRAWINGS. SEE STRUCTURAL DRAWINGS FOR EARTHQUAKE BRACING DESIGN VALUES.

OLSEN & PETERSON
consulting engineers, inc.

14 East 2700 South, Salt Lake City, UT 84115
Phone: (801) 486-4646 Fax: (801) 467-2531

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPRINGFIELD, UT 84660
WWW.KMAARCHITECTS.COM



REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY

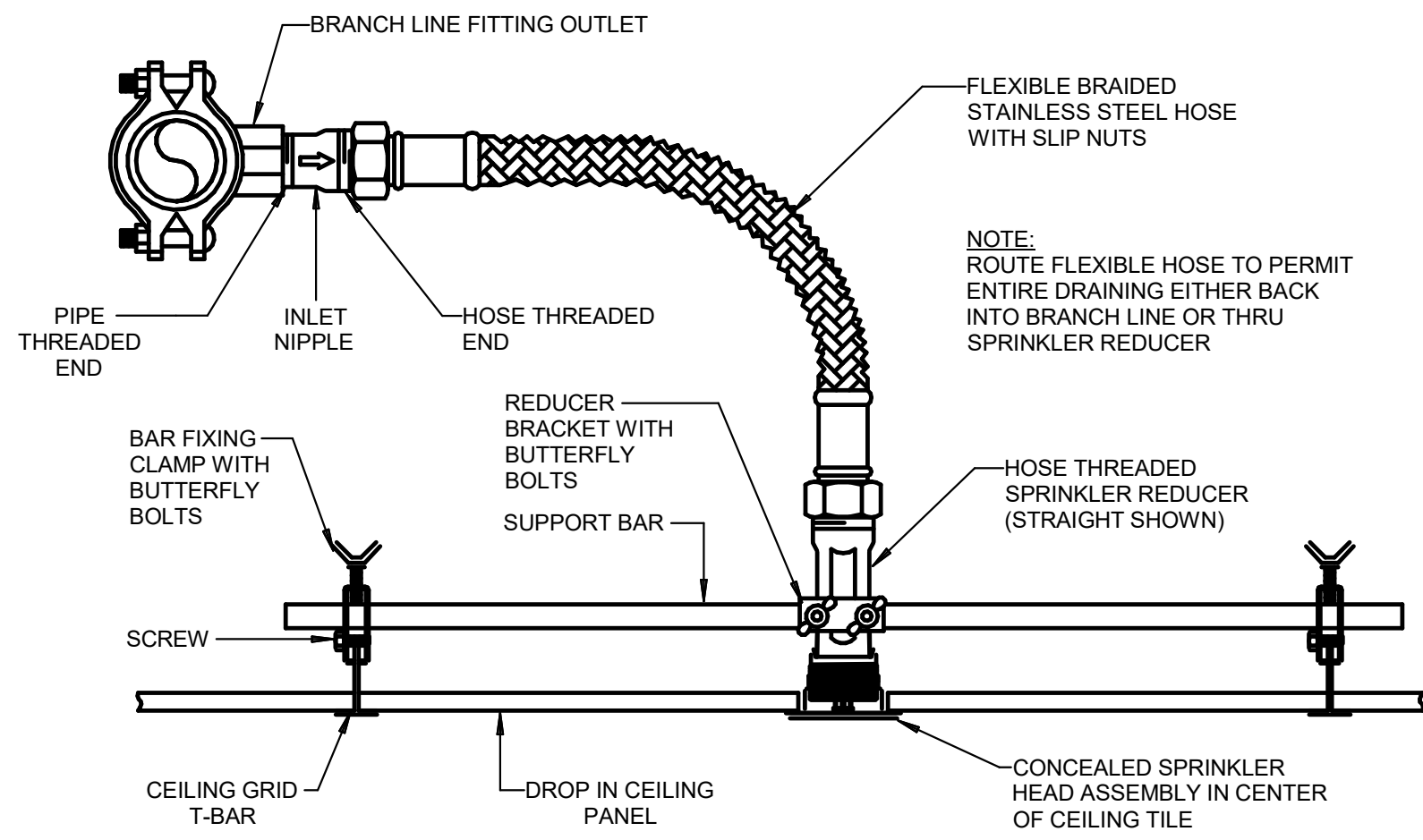
109 SPLIT ROCK DRIVE

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

FP101

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF OLSEN & PETERSON CONSULTING ENGINEERS, INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ENGINEER.

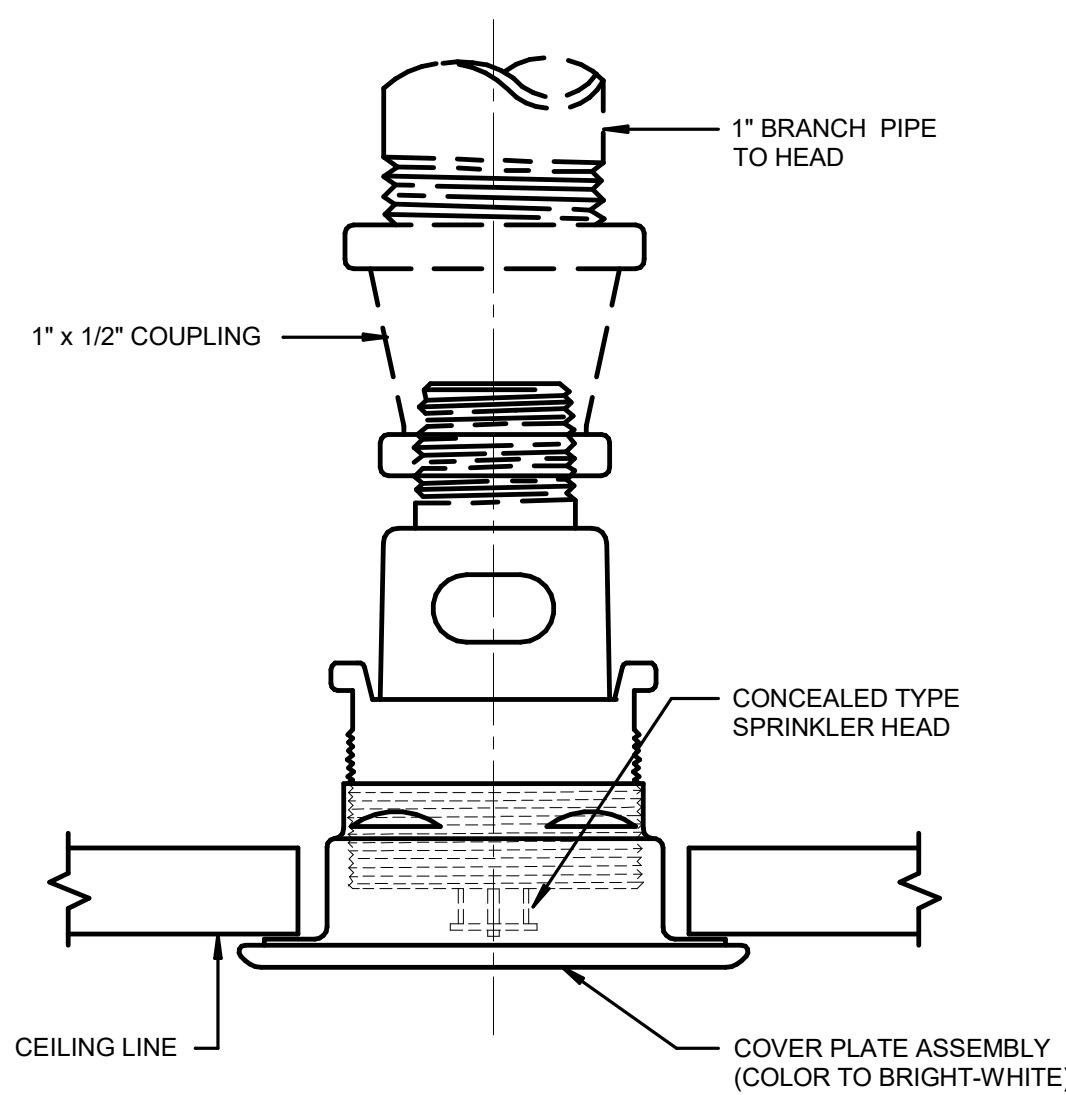
3/28/2024 12:24:18 PM



FLEXIBLE BRANCH LINE DETAIL

NTS

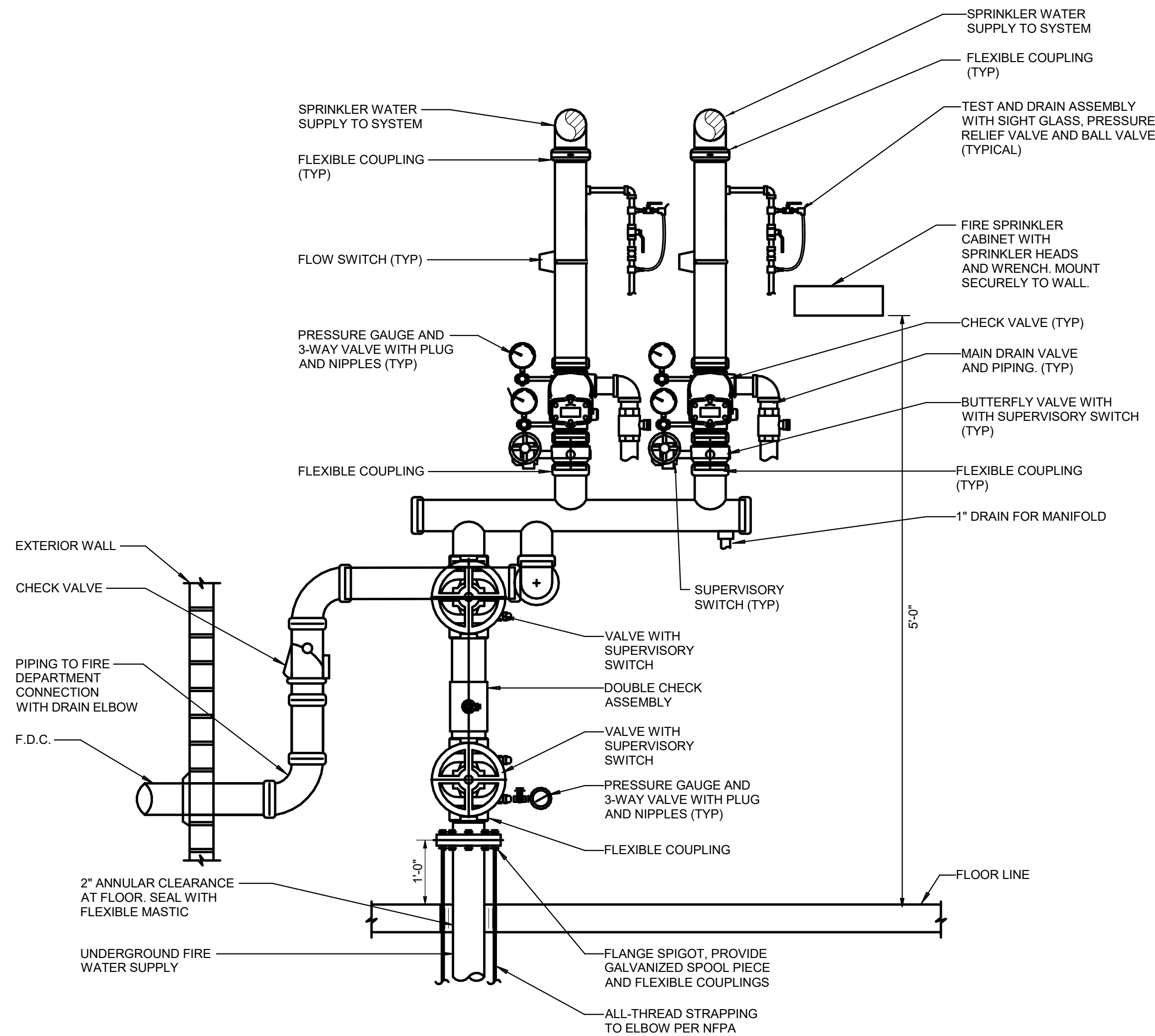
2
FP501



CONCEALED SPRINKLER HEAD DETAIL

NTS

3
FP501



DUAL FIRE SPRINKLER RISER DETAIL

NTS

1
FP501

OLSEN & PETERSON
consulting engineers, inc.

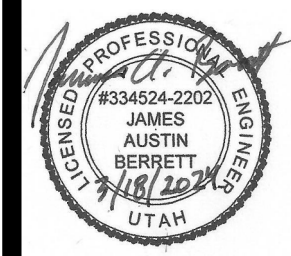
14 East 2708 South, Salt Lake City, UT 84115
Phone: (801) 486-6646 Fax: (801) 487-2531

FIRE PROTECTION NOTES

1. THE FIRE SPRINKLER CONTRACTOR SHALL COORDINATE HIS WORK WITH THE ELECTRICAL, SHEET METAL, PLUMBING, AND CEILING CONTRACTORS TO AVOID ANY CONFLICTS IN PIPE ROUTING OR HEAD LOCATIONS.
2. RUN SPRINKLING PIPING AS HIGH AS POSSIBLE IN SPACE ABOVE CEILING AND COORDINATE WITH DUCTWORK.
3. FIRE SPRINKLER PLANS, HYDRAULIC CALCULATIONS AND SEISMIC CALCULATIONS SHALL BE APPROVED BY ALL GOVERNING AGENCIES PRIOR TO SUBMITTING PLANS TO THE ARCHITECT. FIRE SPRINKLER CONTRACTOR TO USE Ss VALUE IN STRUCTURAL DRAWINGS.
4. THE FIRE PROTECTION CONTRACTOR SHALL PROVIDE COMPLETE FIRE SPRINKLER SYSTEMS, INCLUDING ALL ITEMS AS REQUIRED OR RECOMMENDED BY ALL GOVERNING AGENCIES.
5. FIRE SPRINKLER SYSTEM SHALL COMPLY WITH N.F.P.A. 13, AND ALL GOVERNING AGENCIES.
6. PIPE SLEEVES THROUGH FIRE RATED WALLS, PARTITIONS AND CEILINGS SHALL BE OF FIRE RATED CONSTRUCTION. SPACE BETWEEN PIPE AND SLEEVE SHALL BE PACKED WITH FIRE RESISTANT MATERIAL, U.L. LISTED.
7. FIRE SPRINKLER HEADS IN INDIVIDUAL ROOMS TO BE RUN IN STRAIGHT LINES AND COORDINATED WITH CEILING AND LIGHTS.
8. FIRE SPRINKLER CONTRACTOR SHALL COORDINATE HIS LOCATION OF PIPING VERY CAREFULLY WITH THE ARCHITECTURAL AND STRUCTURAL PLANS AND AS APPROVED BY THE ARCHITECT.
9. HEAD GUARDS TO BE PROVIDED IN ACCORDANCE WITH N.F.P.A.
10. FIRE SPRINKLER TEST VALVES TO BE LOCATED IN AREAS CONVENIENT TO MAINTENANCE PERSONNEL, BUT AWAY FROM PUBLIC ACCESS.
11. THE UTAH STATE FIRE MARSHAL'S OFFICE SHALL BE NOTIFIED (IN WRITING) AT LEAST THREE DAYS IN ADVANCE OF THE FOLLOWING:
 - A. HYDROSTATIC TEST AND FINAL INSPECTION OF OVERHEAD SYSTEMS PRIOR TO INSTALLATION OF CEILINGS.
 - B. FLUSHING OF UNDERGROUND PRIOR TO CONNECTION OF OVERHEAD.
 - C. HYDROSTATIC TEST AND FINAL INSPECTION OF UNDERGROUND PRIOR TO BACKFILLING.
12. CONTRACTOR SHALL FIELD VERIFY ALL PIPE LOCATIONS PRIOR TO FABRICATION OF PIPE SYSTEMS.
13. FIRE PROTECTION DRAWINGS ARE DIAGRAMMATIC ONLY.
14. FIRE PROTECTION CONTRACTOR SHALL COORDINATE ROUTING, HANGING AND BRACING WITH ROOF STRUCTURE. ALL FIRE SPRINKLER PIPING SHALL COMPLY WITH THE FOLLOWING:
 - A. ALL PIPING CONCENTRATED LOADS GREATER THAN 100 POUNDS SUPPORTED BY OPEN WEB STEEL JOISTS AND GIRDERS SHALL BE LOCATED WITHIN 6 INCHES OF JOIST OR GIRDER PANEL. POINTS OF THE JOIST OR GIRDER SHALL BE REINFORCED WITH AN ADDITIONAL WEB MEMBER. REFER TO TYPICAL STRUCTURAL NOTES AND THE TYPICAL DETAIL AT ADDITIONAL CONCENTRATED POINT LOAD ON THE STRUCTURAL DRAWINGS.
 - B. CONCENTRATED POINT LOADS, SINGLE OR MULTIPLE, TOTALING 100 POUNDS OR LESS CAN BE LOCATED AT ANY POINT ALONG THE BOTTOM CHORD OF AN OPEN WEB JOIST OR GIRDER BETWEEN ADJACENT PANEL POINTS WITHOUT MEETING THE REQUIREMENTS ABOVE. A LIMIT OF (4) CONCENTRATED 100# MAXIMUM POINT LOADS PER JOIST OR GIRDER SHALL BE PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS.
 - C. JOIST BRIDGING SHALL NEVER BE USED TO SUPPORT HANGING LOADS.
 - D. BRACING OF FIRE SPRINKLER PIPING TO THE BOTTOM CHORD OF JOISTS OR GIRDERS WILL NOT BE ALLOWED IN ANY INSTANCE. ALL LATERAL BRACES MUST CONNECT TO THE TOP FLANGE/TOP CHORD OF THE FRAMING MEMBER ABOVE, UNLESS NOTED OTHERWISE ON THE STRUCTURAL DRAWINGS.
 - E. RESTRAINTS OR LATERAL BRACES SHALL BE PROVIDED ON BRANCH LINES WHERE PIPING IS NOT SUPPORTED WITHIN 6 IN. OF STRUCTURE. NOTE LOCATIONS ON SHOP DRAWINGS.
15. STEEL ROOF DECKING SHALL NOT BE USED TO SUPPORT LOADS FROM FIRE SPRINKLER ELEMENTS OR EQUIPMENT OF ANY KIND.
16. ALL FIRE SPRINKLER PIPING RUNNING IN OCCUPIED AREAS WITH EXPOSED STRUCTURE SHALL RUN WITH SLOPE OF ROOF DECK.
17. FIRE SPRINKLER CONTRACTOR SHALL COORDINATE ANY CROSSOVERS OR DROPS AT MAIN CORRIDOR TO AVOID CONFLICTS WITH SKYLIGHTS. DROPS AND CROSSOVER LOCATIONS SHALL BE VERIFIED WITH PROJECT ARCHITECT PRIOR TO INSTALLATION.
18. ALL FIRE MAINS SHALL RUN ABOVE AREAS WITH CEILINGS. NO MAINS WILL BE ALLOWED IN OCCUPIED AREAS EXPOSED TO ROOF DECK.
19. IN EXPOSED AREAS THE FIRE SPRINKLER CONTRACTOR SHALL COORDINATE PIPING & HEAD LOCATIONS WITH HVAC DUCTWORK, DIFFUSERS AND ALL LIGHTING LAYOUT.
20. FIRE SPRINKLER HEADS IN ALL CORRIDORS SHALL BE INSTALLED AS CLOSE TO THE CENTERLINE OF THE CORRIDOR AS POSSIBLE.
21. FIRE SPRINKLER HEADS SHALL BE INSTALLED IN THE CENTER QUARTER PANEL OF CEILING TILES.
22. ALL SPRINKLER MAINS SHALL RUN THROUGH TRUSSES OR BETWEEN TRUSSES IN TRUSS SPACE. INSTALL MAINS BELOW BOTTOM CHORD OF TRUSSES WILL NOT BE ALLOWED.
23. FIRE SPRINKLER CONTRACTOR SHALL CAREFULLY COORDINATE SPRINKLER SYSTEM WITH ARCHITECTURAL REFLECTED CEILING PLANS FOR VARIATIONS IN CEILING TYPE AND CEILING ELEVATION CHANGES.

170 NORTH MAIN STREET
SPASIN FLOOR, SUITE 1650
WWW.KMAARCHITECTS.COM

KMA
ARCHITECTS



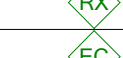
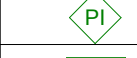
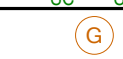
REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

PROJECT TITLE
BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
109 SPLIT ROCK DRIVE

DRAWN BY: N.H.
CHECKED BY: J.A.B.
DATE: Mar 18, 2024
PROJECT #: 163218

FP501

SECURITY									
	IP CAMERA - SEE SCHEDULE		AS NOTED	14, 15.		ELECTRIC DOOR STRIKE	DOOR JAMB	12.	
	NETWORK VIDEO RECORDER					DOOR POSITION INTRUSION SWITCH	DOOR JAMB	12.	
	SECURITY SYSTEM DOOR CONTACT		DOOR JAMB	17.		ELECTRIC DOOR LOCK	DOOR JAMB	12.	
	SECURITY SYSTEM GARAGE DOOR CONTACT		+96" OR AS NOTED	17.		ACCESS CONTROL SYSTEM, REQUEST TO EXIT		17.	
	DURESS PUSHBUTTON: T = TRANSMITTER, R = RECEIVER, H = HARDWIRED		AS NOTED			ELECTRIC CRASH BAR	DOOR HARDWARE	12.	
	INTRUSION MOTION DETECTOR			17.		ACCESS CONTROL CARD READER	+46"	2.	
	SOLID - WALL MOUNTED, DASHED = CEILING			17.		ACCESS CONTROL BIOMETRIC READER	+46"	2.	
	ALARM SIREN			17.		KEY OVERRIDE SWITCH	+46"	2.	
	INTRUSION SYSTEM POP-IT			17.		INTEGRATED CARD READER AND LOCK	+46"	2.	
	INTRUSION SYSTEM KEYPAD (ARM/DISARM)		+46"	2.		KEYPAD CARD READER COMBO	+46"	2.	
	INTERCOM STATION		+46"	2.		MOMENTARY PUSH BUTTON, DR = DOOR RELEASE, LD = LOCKDOWN, PTE = PUSH TO EXIT	AS NOTED	9.	
	MAGNETIC LOCK					SECURITY RELAY			
	DOOR HOLD OPEN		AS NOTED	17.		SURVEILLANCE CAMERA DATA, ONE CAT6 CABLE DASHED LINE = CEILING MOUNTED NO LINE = WALL MOUNTED	AS NOTED		
	5 PIN XLIR DMX (FEMALE)		AS NOTED			GRID IRON JUNCTION BOX	AS NOTED		
	5 PIN XLIR DMX (MALE)		AS NOTED			NETWORK TAP	+16" OR AS NOTED		
	PIGTAIL OUTLET BOX, SUBSCRIPT FOR CIRCUIT NUMBER		AS NOTED			ENERGY STATION	+4'-0"		
	OUTLET BOX, SUBSCRIPT FOR CIRCUIT NUMBER		+16" OR AS NOTED						
COLOR LEGEND									
	LIGHTING FIXTURES		POWER DEVICES		AUDIOVISUAL				
	LIGHTING DEVICES		TELECOMMUNICATIONS		SECURITY				
	POWER EQUIPMENT		FIRE ALARM		NURSECALL				
	CABLE TRAY		CONDUIT						

SYMBOL LEGEND									
NOTES: 1. SEE FIXTURE SCHEDULE FOR TYPE, MOUNTING AND WATTAGE. 2. HEIGHT MEASURED TO CENTER LINE OF THE BOX FROM THE FINISHED FLOOR. 3. REFER TO DRAWINGS FOR DIRECTIONAL ARROWS. 4. SUBSCRIPT INDICATES FIXTURES TO BE CONTROLLED. 5. NEMA TYPE 'ND' NON-FUSED (UNLESS NOTED 'F' (FUSED), USE 'HD' 480 V. 6. HEIGHT MEASURED TO TOP OF THE BOX FROM FINISHED FLOOR. 7. PROVIDE H.O.A. AND S.S. PUSHBUTTONS AS REQUIRED. 8. DOUBLE ARROWS INDICATES A DOUBLE FACE UNIT. 9. DEVICES NOTED WITH AN 'X' INDICATE TO COORDINATE WITH MILLWORK SHOP DRAWINGS AND ELEVATIONS FOR HEIGHT. 10. SUBSCRIPT INDICATES NEMA CONFIGURATION. 11. SOLID BOX AROUND DEVICE INDICATES INSTALLED IN FLOOR. DASHED BOX AROUND DEVICE INDICATES INSTALLED IN CEILING.					12. COORDINATE WITH DOOR HARDWARE SUPPLIER. 13. FOR WATER COOLER LOCATION, SEE DIAGRAM R002. FOR ALL OTHER LOCATIONS, MOUNT AT +16" TO BOTTOM OF BOX FROM FINISHED FLOOR, OR AS NOTED. 14. ARROWS SHOWN ON DEVICE INDICATE SENSOR AIMING DIRECTION. 15. CAMERA NUMBERS ARE SHOWN INSIDE THE CAMERA SYMBOL. CAMERA TYPES ARE INDICATED IN TAG. 16. MOUNT ON TRACK OF OVERHEAD DOOR, 6" FROM TOP OF DOOR, UNLESS OVERHEAD DOOR IS A ROLL UP DOOR, THEN MOUNT PER MANUFACTURER'S INSTRUCTIONS. 17. INSTALL DEVICES PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. 18. DASHED LINE INDICATES EQUIPMENT CLEARANCES. ARROW INDICATES FRONT OF RACK. 19. SPEAKER TO BE MOUNTED IN HORIZONTAL POSITION. 20. MOUNTING HEIGHT IS TO BOTTOM OF DISPLAY.				
*TYPICAL SYMBOL SCHEDULE. SOME SYMBOLS MAY NOT BE USED ON THIS SET OF DRAWINGS.									
STANDARD MOUNTING HEIGHT UNLESS OTHERWISE NOTED ON PLANS									
GENERAL									
SYMBOL	DESCRIPTION	MOUNTING HEIGHT	NOTES	SYMBOL	DESCRIPTION	MOUNTING HEIGHT	NOTES		
	ONE CIRCUIT, HOME RUN TO PANEL				EQUIPMENT PANEL, SEE DRAWINGS	+72"	6.		
	2 CIRCUIT, HOME RUN TO PANEL				CABLE TRAY	AS NOTED			
	3 CIRCUIT, HOME RUN TO PANEL				GROUND BUS BAR	+18"	6.		
	CONDUIT RUN CONCEALED IN WALL OR CEILING				LIGHT FIXTURE (LETTER DESIGNATES TYPE)				
	CONDUIT RUN CONCEALED IN FLOOR OR GROUND				EQUIPMENT NUMBER				
	CONDUIT UP				ARCHITECTURAL ROOM NUMBER				
	CONDUIT DOWN				DEVICE / EQUIPMENT (TEXT DESIGNATES TYPE) SEE SCHEDULE				
	CONDUIT STUB LOCATION	CAP. CONDUIT			DEVICE / EQUIPMENT (TEXT DESIGNATES TYPE) SEE SCHEDULE / LEGEND				
	CONDUIT / CIRCUIT CONTINUATION								
MULTIPLE SYSTEM SYMBOLS									
	RECEPTACLE SWITCH PACK	ABOVE CEILING			JUNCTION BOX (F" IN FLOOR)	AS NOTED			
	DUPLEX RECEPTACLE UPPER OUTLET SWITCH CONTROLLED	+18" OR AS NOTED	2, 9.		MOTOR OUTLET	TO SUIT EQUIP.			
	SIMPLEX RECEPTACLE	+18" OR AS NOTED	2, 9.		PUSHBUTTON	+46"	2.		
	DUPLEX RECEPTACLE	+18" OR AS NOTED	2, 9, 11.		NON-FUSED DISCONNECT SWITCH	+60"	5, 6.		
	DUPLEX RECEPTACLE		9.		FUSED DISCONNECT SWITCH	+60"	5, 6.		
	5mA GFCI CIRCUIT BREAKER PROTECTED RECEPTACLE		13.		BREAKER DISCONNECT SWITCH	+60"	5, 6.		
	WEATHERPROOF RECEPTACLE	+24" OR AS NOTED	2, 9.		SINGLE POLE SWITCH	+46"	2, 4.		
	GROUND FAULT INTERRUPTER DUPLEX RECEPTACLE	+18" OR AS NOTED	2, 9.		MANUAL STARTER THERMAL OVERLOAD SWITCH WITH PILOT LIGHT	+46"	2.		
	DUPLEX RECEPTACLE EMERGENCY POWER (RED)	+18" OR AS NOTED	2, 9, 11.		MAGNETIC STARTER	+60"	6, 7.		
	FOURPLEX RECEPTACLE	+18" OR AS NOTED	2, 9, 11.		MAGNETIC STARTER / DISCONNECT COMBINATION	+60"	6, 7.		
	GROUND FAULT INTERRUPTER FOURPLEX RECEPTACLE	+18" OR AS NOTED	2, 9.		VARIABLE FREQUENCY DRIVE	+66"	6.		
LIGHTING									
	CEILING LIGHT FIXTURE	CEILING	1.		POWER PACK	ABOVE CEILING	SEE DIAGRAM, SPEC.		
	WALL LIGHT FIXTURE	AS NOTED	1.		DIGITAL ROOM CONTROLLER (SUBSCRIPT INDICATES NUMBER OF RELAYS)	ABOVE CEILING	SEE DIAGRAM, SPEC.		
	RECESSED DOWNLIGHT FIXTURE	CEILING	1.		EMERGENCY LIGHTING CONTROL UNIT	ABOVE CEILING	SEE DIAGRAM, SPEC.		
	RECESSED WALL-WASH DOWNLIGHT FIXTURE	CEILING	1.		THREE-WAY SWITCH	+46"	2, 4.		
	LIGHT FIXTURE	AS NOTED	1.		FOUR-WAY SWITCH	+46"	2, 4.		
	EGRESS LIGHT FIXTURE	AS NOTED	1.		KEY OPERATED SWITCH	+46"	2, 4.		
	AREA LIGHT POLE AND FIXTURE	1. SEE DIAGRAM			SWITCH WITH PILOT LIGHT	+46"	2, 4.		
	CONCRETE BASE	1.			VARIABLE INTENSITY SWITCH	+46"	2, 4.		
	BOLLARD	CONCRETE BASE	1.		TIMER SWITCH	+46"	2, 4.		
	STEP LIGHT FIXTURE	AS NOTED	1.		MOMENTARY CONTACT SWITCH	+46"	2, 4.		
	IN-GRADE LIGHT FIXTURE	CONCRETE BASE	1.		LOW VOLTAGE WALLSTATION (SUBSCRIPT INDICATES CONFIGURATION & CONTROL SEQUENCE)	+46"	2. SEE DIAGRAM, SPEC.		
	FLOOD OR TRACK FIXTURE	AS NOTED	1.		DUAL TECH CEILING MOUNTED OCCUPANCY SENSOR (PROVIDE WITH ALL IP AND ROOM CONTROLLERS)	CEILING	SEE DIAGRAM, SPEC.		
	CEILING / WALL MOUNTED EXIT LIGHT	1, 3, 8.			DUAL TECH WALL MOUNTED OCCUPANCY SENSOR (SUBSCRIPT D = DIMMING AND DAYLIGHT CONTROL)	+46"	2, 4. SEE DIAGRAM, SPEC.		
	EMERGENCY LIGHT FIXTURE	AS NOTED	1.		MOUNT AS PER MFR	AS NOTED			
	COMBO EXIT / EMERGENCY LIGHT FIXTURE	AS NOTED	1.		PHOTO-ELECTRIC CONTROL (LOCATE ON ROOF, FACE NORTH)	AS NOTED			
	TIME CLOCK	+60"	2.		DIGITAL DAYLIGHT SENSOR	CEILING	SEE DIAGRAM, SPEC.		
POWER									
	ISOLATED GROUND RECEPTACLE	+18" OR AS NOTED	2, 9.		PLUGMOLD	+46" OR AS NOTED	2. SEE SPEC.		
	TAMPER-PROOF RECEPTACLE	+18" OR AS NOTED	2, 9.		FLAT PANEL DISPLAY WALL BOX TVSS RECEPT., DATA AND OTHER DEVICES, REFER TO DIAGRAMS	AS NOTED	SEE DIAGRAM, SPEC. 26, 27/26		
	DUPLEX RECEPTACLE WITH USB OUTLET	+18" OR AS NOTED	2, 9.		CEILING PROJECTION SYSTEM CEILING BOX	ABOVE CEILING	SEE DIAGRAM, SPEC.		
	CONTROLLED DUPLEX RECEPTACLE	+18" OR AS NOTED	2, 9.		CLOCK OUTLET	+90"	2.		
	FOURPLEX RECEPTACLE EMERGENCY POWER (RED)	+18" OR AS NOTED	2, 9, 11.		DOORBELL CHIME	+90"	2.		
	CONTROLLED FOURPLEX RECEPTACLE	+18" OR AS NOTED	2, 9.		FLOOR BOX - SEE SCHEDULE	FLOOR	SEE DIAGRAM, SPEC.		
	TVSS PROTECTED RECEPTACLE	+18" OR AS NOTED	2, 9.		POKE THRU - SEE SCHEDULE	FLOOR	SEE DIAGRAM, SPEC.		
	SPECIAL PURPOSE OUTLET	+18" OR AS NOTED	2, 10, W/ CAP.		PANEL BOARD	+72"	6.		
	CORD DROP	SEE DIAGRAM			MAIN DISTRIBUTION PANEL				
	CORD REEL	SEE DIAGRAM			TELEPHONE DEMARCATION BOARD				
	TOMBSTONE RECEPTACLE				EQUIPMENT CEILING RACK	CEILING			
	POWER POLE				EQUIPMENT 4-POST RACK / CABINET	AS NOTED	18. SEE SPEC.		
	SINGLE / DUAL PORT ELECTRICAL VEHICLE CHARGER				EQUIPMENT 2-POST RACK	AS NOTED	18. SEE SPEC.		
					UTILITY METER / CT CABINET	+72"	6.		
TELECOMMUNICATIONS									
	WALL PHONE	+60" OR AS NOTED	2.		WIRELESS ACCESS POINT, TWO CABLES SOLID = WALL, DASHED = CEILING	WALL / CEILING	11.		
	DATA OUTLET, ONE CABLE	+18" OR AS NOTED	2, 9, 11.		SPLITTER	ABOVE CEILING			
	DATA OUTLET, TWO CABLES	+18" OR AS NOTED	2, 9, 11.		VIA	ABOVE CEILING			
	DATA OUTLET, THREE CABLES	+18" OR AS NOTED	2, 9, 11.		FIBER BDA	ABOVE CEILING			
	DATA OUTLET, "X" INDICATES QUANTITY	+18" OR AS NOTED	2, 9, 11.		ANTENNA	CEILING			
	TELEVISION OUTLET	+18" OR AS NOTED	9, 11.		PS = PUBLIC SAFETY COM = CELLULAR/COMMERCIAL				
FIRE ALARM									
	BELL	+94"	2.		SMOKE DETECTOR	CEILING			
	CHIME / STROBE	+94" / CEILING	2.		SMOKE/CARBON MONOXIDE DETECTOR	CEILING			
	FIRE ALARM MANUAL STATION	+46"			CARBON MONOXIDE DETECTOR	CEILING			
	FIRE ALARM SIGNAL HORN / STROBE	+94" / CEILING	2.		HEAT DETECTOR	CEILING			
	CONCEALED FIRE ALARM HORN / STROBE	CEILING			DUCT SMOKE DETECTOR		MTD. IN DUCT		
	CONCEALED FIRE ALARM HORN / STROBE WALL	+94"	2.		FIRE/SMOKE DAMPER				
	FIRE ALARM SPEAKER / STROBE	+94" / CEILING	2.		DOOR HOLDER	AS NOTED			
	CONCEALED FIRE ALARM SPEAKER / STROBE	CEILING			FLOW SWITCH				
	CONCEALED FIRE ALARM SPEAKER / STROBE WALL	+94"	2.		TAMPER SWITCH				
	FIRE ALARM STROBE	+94" / CEILING	2.		WATER FLOOD INDICATOR				
	CONCEALED FIRE ALARM STROBE	CEILING			O.S. & Y. VALVE		SEE DIAGRAM		
	CONCEALED FIRE ALARM STROBE WALL	+94"	2.		FIRE ALARM RELAY OR SECURITY RELAY				
	FIRE ALARM SPEAKER ONLY	+94" / CEILING	2.		FIRE ALARM CONTROL MODULE				
	FIRE ALARM STROBE WITH BLUE COLORED LENS (CO VISUAL ALARM)	+94" / CEILING	2.		FIRE ALARM MONITOR MODULE				
	FIRE ALARM ANNUNCIATOR PANEL	+66"	2. SEE DIAGRAM		TWO-WAY COMMUNICATION SYSTEM CONTROL PANEL	+46"	2.		
	ASPIRATING SMOKE DETECTION SYSTEM	CEILING	MOUNT AS PER MFR.		TWO-WAY COMMUNICATION SYSTEM CALL STATION	+46"	2.		
	BEAM DETECTOR		MOUNT AS PER MFR.						

DIAGRAM (D012) FIRE/SMOKE/DAMPERS CONNECTION
NTS

DIAGRAM **F023** ELECTRICAL SERVICE
GROUNDING/BONDING
NTS

DIAGRAM (A001) TYP. RECESSED FIXTURE MOUNTING
NTS

DIAGRAM (H001) TYPICAL TRAPEZE CONDUIT RACK
NTS

DIAGRAM (Q004) PAD MOUNTED TRANSFORMER (75-500 KVA)
NTS

DIAGRAM (C003) LIGHTING POLE FOUNDATION
NTS

DIAGRAM (H003) TYPICAL RACEWAY SUPPORT METHODS
NTS

BOX MOUNTING BRACKET.
DIAGRAM  TYPICAL ROUGH IN REQUIREMENTS
NTS

DIAGRAM (D001) FIRE SPRINKLER RISER CONNECTION
NTS

DIAGRAM (R001) DEVICE MOUNTING HEIGHTS
NTS

DIAGRAM (R002) ELECTRIC WATER COOLER (EWC)
NTS

DIAGRAM (H021) DOCK LEVELER RACEWAY
NTS

DIAGRAM TA500 ELEVATION VIEW
NTS

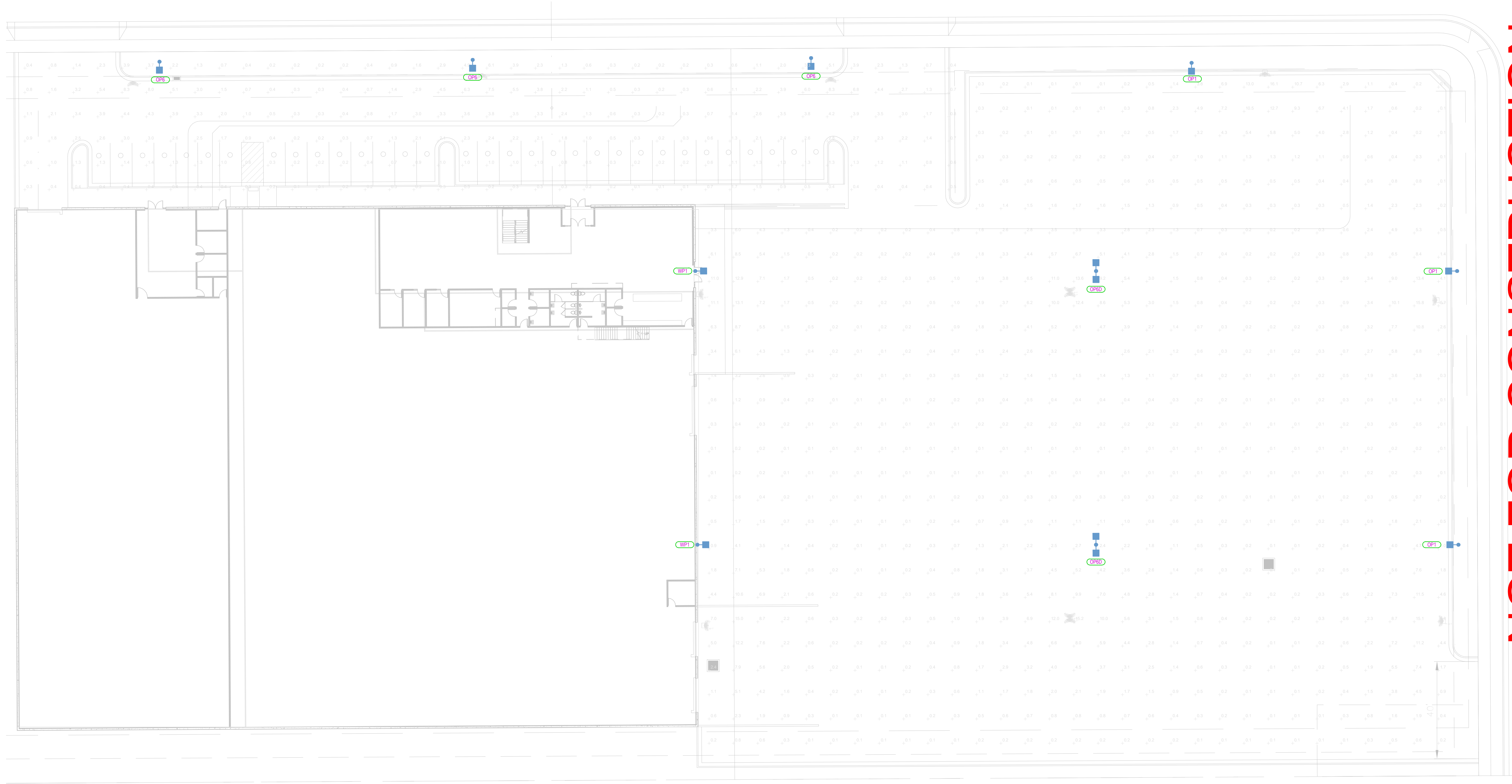
DIAGRAM (D002) TYPICAL FIRE ALARM RISER
NTS

NOT FOR CONSTRUCTION

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

3/15/2019 8:55:21 AM
1" = 20'-0"

 SITE PHOTOMETRIC
SCALE = 1" = 20'-0"



ELECTRICAL SITE UTILITY COORDINATION

ELECTRICAL SITE UTILITY INFORMATION HAS BEEN COORDINATED WITH THE FOLLOWING UTILITY COMPANY REPRESENTATIVES. VERIFY ALL LOCATIONS, DIMENSIONS, CLEARANCES, REGULATIONS, ETC., PRIOR TO INSTALLATION. NOTIFY ENGINEER OF ANY REVISIONS REQUIRED.

POWER COMPANY	ROCKY MOUNTAIN POWER
CONTACT	DEL EDWARDS
PHONE NO.	801-331-6568
EMAIL	Del.Edwards@rockymountainpower.net
WORK ORDER NO.	7120130
TELEPHONE COMPANY	X
CONTACT	X
PHONE NO.	X
EMAIL	X
CABLE TV COMPANY	X
CONTACT	X
PHONE NO.	X
EMAIL	X

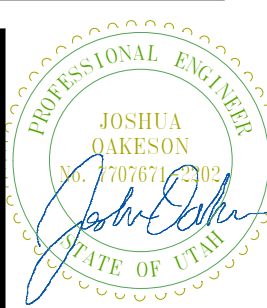
NOT FOR CONSTRUCTION

PROJECT TITLE

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E100

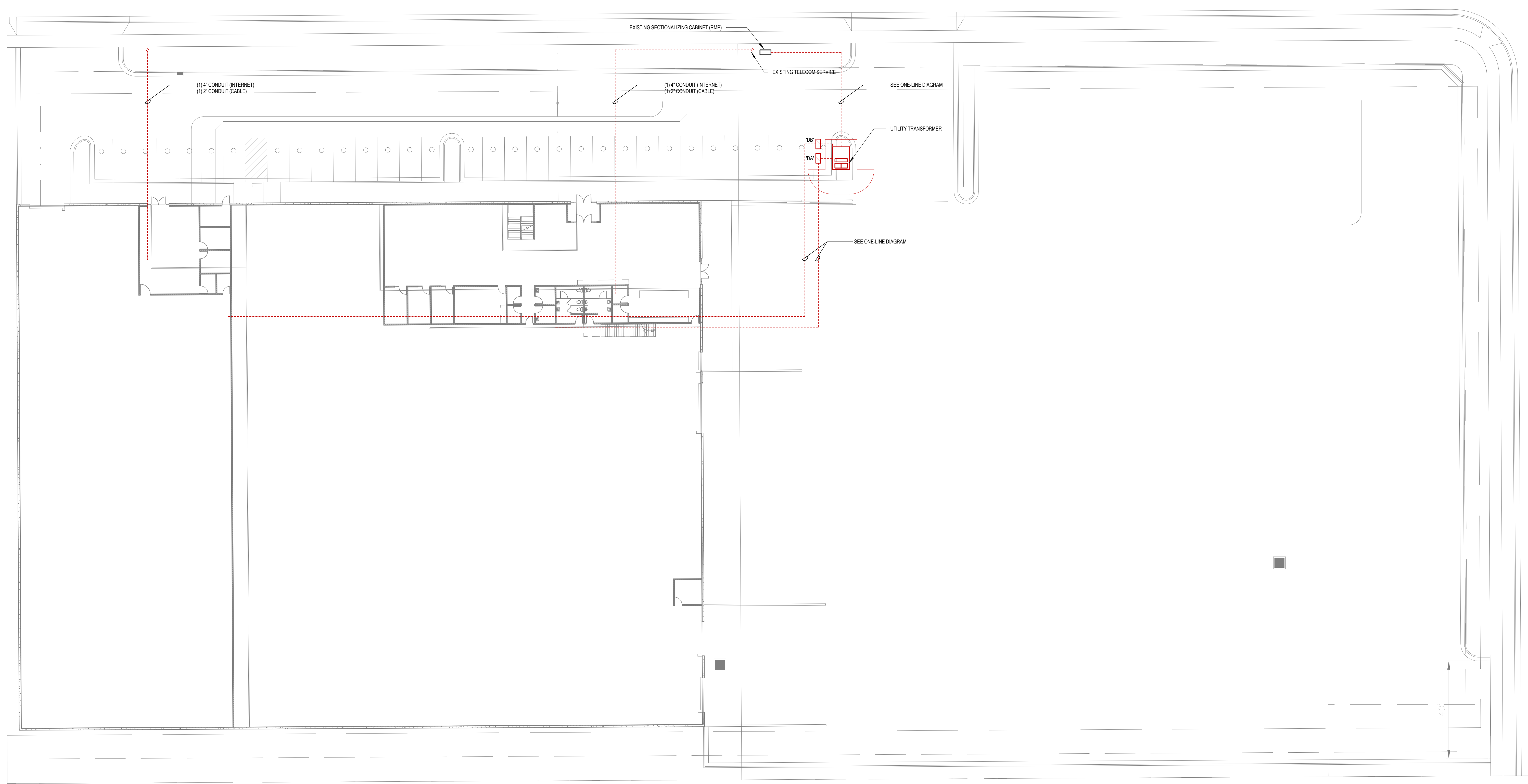


REVISIONS:

170 NORTH MAIN STREET
SPRINGFIELD, UT 84660
WWW.KMAARCHITECTS.COM



SITE PLAN
SCALE = 1" = 20'-0"



SHEET KEYNOTES

NOT FOR CONSTRUCTION

PROJECT TITLE

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E101



REVISIONS:



170 NORTH MAIN STREET
SPRINGFIELD, UT 84660
WWW.KMAARCHITECTS.COM



DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

BERT BRADFORD
MOUNTAIN

PROJECT TITLE	BR	109 SPLIT ROOM

170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM



REVISIONS:



RSX1 LED

Area Luminaire



LIGHT FIXTURE ABBREVIATION SCHEDULE										PROJECT MANAGER: NATE BEHNING	
A/F	WALL/CGLG	COBA	ABOVE FINISH FLOOR WALL MOUNT AT CORNER OF WALL AND CEILING CUSTOM PAINTED COLOR AS SELECTED BY THE ARCHITECT	SCBA	CFBA	STANDARD PAINTED COLOR AS SELECTED BY THE ARCHITECT CUSTOM FINISH AS SELECTED BY THE ARCHITECT STANDARD FINISH AS SELECTED BY THE ARCHITECT					
LIGHT FIXTURE GENERAL NOTES											
1. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR LOCATIONS OF LIGHT FIXTURES AND, CONFIRM CEILING TYPES WITH LIGHT FIXTURE TRIMS. BRING ALL DISCREPANCIES OF LOCATIONS AND QUANTITIES TO THE ATTENTION OF THE ARCHITECT AND ELECTRICAL ENGINEER PRIOR TO BIDDING.											
2. REFER TO ARCHITECTURAL ELEVATIONS FOR MOUNTING HEIGHTS AND LOCATIONS OF LIGHT FIXTURES. BRING ALL DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT PRIOR TO BIDDING.											
3. REFER TO THE SPECIFICATIONS FOR OTHER LIGHT FIXTURE, FUSING, LED DRIVERS, AND LAMP REQUIREMENTS AND ACCEPTABLE MANUFACTURERS.											
4. CONFIRM AVAILABLE MOUNTING DEPTHS OF ALL LIGHT FIXTURES AND COMPARE WITH DEPTHS SHOWN ON SHOP DRAWINGS. BRING ALL POTENTIAL CONFLICT AREAS TO THE ATTENTION OF THE ARCHITECT AND ELECTRICAL ENGINEER PRIOR TO BIDDING.											
5. REFER TO LIGHTING PLANS FOR ALL LINEAR FIXTURE LENGTHS. THE CATALOG NUMBER IS BASED ON THE FIXTURE SPECIFIED AND MAY NOT REFLECT THE QUANTITY OR OVERALL LENGTH OF LINEAR FIXTURES REQUIRED. CONTRACTOR TO NOTE THAT VARIOUS FIXTURE LENGTHS MAY BE REQUIRED TO ACHIEVE THE OVERALL RUN LENGTH.											
6. REFER TO LIGHTING PLANS FOR ALL UNDERCABINET FIXTURE LENGTHS. THE CATALOG NUMBER IS BASED ON THE FIXTURE SPECIFIED AND MAY NOT REFLECT THE QUANTITY OR OVERALL LENGTH OF THE UNDERCABINET FIXTURES REQUIRED. CONTRACTOR TO NOTE THAT VARIOUS FIXTURE LENGTHS MAY BE REQUIRED TO ACHIEVE THE OVERALL RUN LENGTH TO FIT WITHIN THE MILLWORK. COORDINATE FIXTURE LAYOUT WITH MILLWORK SHOP DRAWINGS PRIOR TO LIGHTING SUBMITTALS.											
7. WHEN A CONTRADICTION EXISTS BETWEEN A SPECIFIC MODEL NUMBER AND THE DESCRIPTION, NOTIFY THE ELECTRICAL ENGINEER AND/OR LIGHTING DESIGNER.											
8. PRIOR APPROVALS ARE REQUIRED BEFORE BIDDING THE PROJECT AND SHALL BE SUBMITTED TO THE ELECTRICAL ENGINEERS OFFICE AT LEAST (8) EIGHT WORKING DAYS BEFORE THE BID. PRIOR APPROVALS RECEIVED AFTER THIS TIME PERIOD...											
9. REFER TO SPECIFICATIONS 20.0500, 20.5100 & 20.5600 (16001, 16510 & 16551).											
10. VALUE ENGINEERING CONDUCTED WITHOUT THE DESIGN TEAM (IE, ARCHITECT, ENGINEER & LIGHTING CONSULTANT/DESIGNER WILL NOT BE ALLOWED, REVIEWED OR APPROVED).											

TYPE	DESCRIPTION	MFR.	CATALOG #	VOLTS	TOTAL WATTS	LAMP TYPE	DELIVERED LUMENS	COLOR TEMP	CRI
F22	STACK CENTER ELEMENT Z24 TROFFER, INCLUDE DRYWALL, GRID ADAPTER, CURVED OPAL LENS WITH	LITHONIA	STAKP Z2X 4000LM 80CRI 40K COLT M1N0 T2 MVOLT DQAZ2	120 V	24 VA	LED	4,000	4000 K	80
F22E	STACK CENTER ELEMENT Z24 TROFFER, INCLUDE DRYWALL, GRID ADAPTER, CURVED OPAL LENS WITH	LITHONIA	STAKP Z2X 4000LM 80CRI 40K COLT M1N0 T2 MVOLT E10W1CP DQAZ2	120 V	24 VA	LED	4,000	4000 K	80
H1	HIGH BAY BIG SERIES, 2400LM, STANDARD EFFICIENCY, ACRYLIC PROTECTED LENS, INTEGRATED MOTOR, GENERAL DISTRIBUTION 120-277V, 4000K	LITHONIA	IBG-2400LM 56-SEF-ALQ-40K-GND-40CRI	120 V	144 VA	LED	24,490	4000 K	80
H1E	STACK CENTER ELEMENT Z24 TROFFER, GRID LAY-IN, CURVED OPAL LENS WITH	LITHONIA	STAKP Z2X 4000LM 80CRI 40K COLT M1N0 T2 MVOLT E10W1CP	120 V	33 VA	LED	3,163	4000 K	80
H1E	STACK 120-277 V, 80 CRI, 3000LM MINIMUM DIMMING 10%, GENERIC 0-10V DIMMING	LITHONIA	WEDGE2 LED WALL SCENE VISUAL, COMFORT OPTIC, P4 PERFORMANCE PACKAGE, 50K 80CRI, VISUAL, COMFORT FORWARD THROW, 120-277V, SHIPPED WITH SURFACE MOUNTING BRACKET TEXTURED NATURAL ALUMINUM FINISH, MOUNTED 9" 6" A.F.F.	120 V	23 VA	LED	3,126	5000 K	80
L9	WEDGE2 LED WALL SCENE VISUAL, COMFORT OPTIC, P4 PERFORMANCE PACKAGE, 50K 80CRI, VISUAL, COMFORT FORWARD THROW, 120-277V, SHIPPED WITH SURFACE MOUNTING BRACKET TEXTURED NATURAL ALUMINUM FINISH, MOUNTED 9" 6" A.F.F.	LITHONIA	WEDGE2 LED P4 50K 80CRI VF MVOLT SRM ONATX0	120 V	23 VA	LED	3,126	5000 K	80
L9E	WEDGE2 LED WALL SCENE VISUAL, COMFORT OPTIC, P4 PERFORMANCE PACKAGE, 50K 80CRI, VISUAL, COMFORT FORWARD THROW, 120-277V, SHIPPED WITH SURFACE MOUNTING BRACKET TEXTURED NATURAL ALUMINUM FINISH, MOUNTED 9" 6" A.F.F. AND PHOTOCELL, MOUNTED 9" 6" A.F.F.	LITHONIA	WEDGE2 LED P4 50K 80CRI VF MVOLT SRM E10W0 ONATX0	120 V	23 VA	LED	3,126	5000 K	80
OP1	RSX2 LED AREA LUMINAIRE, PERFORMANCE PACKAGE P4, TYPE 4 WIDE, 14.5 POLE, 30" CONCRETE BASE, SCBA, HOUSE SIDE SHELD	LITHONIA	RSX2-LED-P4-50K-MVOLT-SPA-R4-HS	120 V	187 VA	LED	25,329	5000 K	70
OP6	RSX1 LED P4 50K, 14.5 POLE, WITH A 30" CONCRETE BASE, RSX1 LED AREA LUMINAIRE, P1 PERFORMANCE PACKAGE, TYPE 3 WIDE DISTRIBUTION, 120-277V, SQUARE POLE MOUNTED, SCBA	LITHONIA	RSX1-LED-P3-50K-MVOLT-SPA-R3	120 V	109 VA	LED	14,023	5000 K	70
OP6D	RSX1 LED P4 50K, 14.5 POLE, WITH A 30" CONCRETE BASE, DOUBLE HEADED, RSX1 LED AREA LUMINAIRE, P1 PERFORMANCE PACKAGE, 50K, TYPE 3 WIDE DISTRIBUTION, 120-277V, SQUARE POLE MOUNTED, SCBA	LITHONIA	RSX1-LED-P3-50K-MVOLT-SPA-R3	120 V	109 VA	LED	14,023	5000 K	70
S1	WALL MOUNTED LED STRIP LIGHT 4FT	COOPER	480LED-LD4-36SL-F-INV-L840-CD-U	120 V	37 VA	LED	3,600	4000 K	80
S1	4 FT STRIP LIGHT WITH 0-10V DIMMING, EMERGENCY BATTERY	LITHONIA	CLX L84 3000LM SEF RDL WD MVOLT C200 40CRI E10W1CP	120 V	32 VA	LED	3,000	4000 K	80
S2E	4 FT STRIP LIGHT WITH 0-10V DIMMING, EMERGENCY BATTERY STACK CENTER ELEMENT Z24 TROFFER, GRID LAY-IN, CURVED OPAL LENS WITH	LITHONIA	CLX L84 3000LM SEF RDL WD MVOLT G210 40CRI E10W1CP	120 V	32 VA	LED	3,000	4000 K	80
T22	STACK 120-277 V, 80 CRI, 3000LM MINIMUM DIMMING 10%, GENERIC 0-10V DIMMING	LITHONIA	STAKP Z2X 4000LM 80CRI 40K COLT M1N0 T2 MVOLT	120 V	24 VA	LED	4,000	4000 K	80
T22E	STACK CENTER ELEMENT Z24 TROFFER, GRID LAY-IN, CURVED OPAL LENS WITH	LITHONIA	STAKP Z2X 4000LM 80CRI 40K COLT M1N0 T2 MVOLT E10W1CP	120 V	24 VA	LED	4,000	4000 K	80
T24	STACK 120-277 V, 80 CRI, 3000LM MINIMUM DIMMING 10%, GENERIC 0-10V DIMMING	LITHONIA	STAKP Z2X 4000LM 80CRI 40K COLT M1N0 T2 MVOLT	120 V	33 VA	LED	3,163	4000 K	80
T24E	STACK CENTER ELEMENT Z24 TROFFER, GRID LAY-IN, CURVED OPAL LENS WITH	LITHONIA	STAKP Z2X 4000LM 80CRI 40K COLT M1N0 T2 MVOLT E10W1CP	120 V	33 VA	LED	3,163	4000 K	80
T24H	STACK CENTER ELEMENT Z24 TROFFER, HIGH BAY, 25" A.F.F., CURVED OPAL LENS WITH	LITHONIA	STAKP Z2X 5000LM 80 CRI 40K COLT M1N0 T2 MVOLT	120 V	42 VA	LED	5,428	4000 K	80
T24HE	STACK CENTER ELEMENT Z24 TROFFER, HIGH BAY, 25" A.F.F., CURVED OPAL LENS WITH	LITHONIA	STAKP Z2X 5000LM 80 CRI 40K COLT M1N0 T2 MVOLT E10W1CP	120 V	42 VA	LED	5,428	4000 K	80
WP1	RSX2 LED AREA LUMINAIRE, PERFORMANCE PACKAGE, P4, TYPE 4 WIDE, WALL MOUNTING BRACKET, 17" MOUNT								

1. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR ALL FIXTURE LOCATIONS WITHIN A CEILING & CEILING GRID. FOR AREAS WITHOUT CEILING, FIXTURE LOCATIONS ARE DIAGRAMMATIC. THE INTENT IS TO CONTROL, OR SPACE FIXTURES BETWEEN ARCHITECTURAL AND STRUCTURAL ELEMENTS. COORDINATE WITH PAINTING CONTRACTOR FOR PAINTING OF EXPOSED RACEWAY.
2. FIELD VERIFY EXACT FIXTURE LENGTHS FOR CONTINUOUS ILLUMINATION FOR CEILING AND LINEAR RUNS. FIELD VERIFY COORDINATION WITH NO MORE THAN A 1" GAP BETWEEN THE END OF THE EDGE OF THE WALL, CEILING AND THE FIXTURE.
3. ELECTRICAL CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR FOR PLACEMENT OF FIXTURE WITHIN MECHANICAL RUNS.
4. ALL ROOM CONTROLLERS AND/OR POWER PACKS SHALL BE INSTALLED IN THE CEILING SPACE DIRECTLY ABOVE THE ENTRY DROD TO THE SPACE IT IS CONTROLLING.
5. ALL UNDERCABINET LIGHTS MUST BE COORDINATED WITH MILLWORK FOR FIXTURE LENGTHS. ALL UNDERCABINET LIGHTS SHALL BE COORDINATED WITH MILLWORK SHOP DRAWINGS.
6. PROVIDE 0-10V DIMMING CONDUCTORS FOR ALL AREAS AND/OR ROOMS WHERE 0-10V DIMMING IS INDICATED BY THE RELAY PANEL SCHEDULE AND/OR WALL STATION CONTROL SEQUENCE.
7. SUBSCRIPT ADJACENT TO LIGHT FIXTURE INDICATES CONTROLS. PROVIDE LIGHTING CONTROLS WITH THE REQUIRED NUMBER OF RELAY/DIMMERS. PROVIDE ADDITIONAL RELAY/DIMMERS FOR DAYLIGHT ZONES AS REQUIRED.

1. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE SENSOR MANUFACTURER FOR PROPER INSTALLATION AND ADJUSTMENT OF THE SENSORS.
2. EACH SENSE SHALL HAVE A COVERING OF AN OCCUPANCY SENSOR SUCH THAT NO BLIND SPOT EXIST.
3. UPON COMPLETION OF THE INSTALLATION THE SYSTEM SHALL BE COMPLETELY COMMISSIONED BY THE MANUFACTURER'S FACTORY AUTHORIZED TECHNICIAN WHO WILL VERIFY ALL ADJUSTMENTS AND SENSE PLACEMENT TO ENSURE A TROUBLE-FREE INSTALLATION.
4. THE LOCATION AND QUANTITIES OF SENSORS SHOWN ON THE DRAWINGS ARE DIAGRAMMATIC AND INDICATIVE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE SENSORS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ADDITIONAL SENSORS AS REQUIRED TO PROPERLY COVER THE RESPECTIVE ROOM.
5. PROVIDE DAYLIGHT ZONE SENSOR (REQUIRED PER IEC-2051 C405 2.3.2). LOCATE DAYLIGHT SENSE PER MANUFACTURER'S RECOMMENDATION AND WHERE REQUIRED WITHIN THE ROOM FOR PROPER COVERAGE.
6. PROVIDE OCCUPANCY SENSOR WITH AN ADDITIONAL SET OF DIRECT CONTACTS FOR HVAC CONTROL AT EACH ROOM.

	ENGRAVING	PROGRAMMING
	ALL ON / ALL OFF	BUTTON TOGGLES LIGHTS ON/OFF
CONTROL SEQUENCE LIGHTING SHALL AUTOMATICALLY COME ON WHEN MOTION IS DETECTED TO 50% IF ADDITIONAL LIGHT IS NEEDED. BUTTON SHALL RAMP UP LIGHT TO 100%. LIGHTS SHALL TURN OFF WHEN 20 MINUTES OF NO ACTIVITY IS SENSED.		

		ENBRAVING	PROGRAMMING
ALL ON RAISE LOWER ALL OFF		ALL ON	BUTTON TURNS ALL LIGHTS ON
		RAISE	BUTTON RAISE ZONE
		LOWER	BUTTON LOWERS ZONE
		ALL OFF	BUTTON TURNS ALL LIGHTS OFF
CONTROL SEQUENCE			
LIGHTS SHALL AUTOMATICALLY COME ON WHEN MOTION IS DETECTED TO 50% IF ADDITIONAL LIGHT IS NEEDED, BUTTONS MAY RAMP UP LIGHT LEVELS AS NEEDED. ROOMS SHALL TURN OFF IN 20 MINUTES OF NO ACTIVITY IS SENSED			

CABINET SIZE (# OF RELAYS): 16			SPARE RELAYS: 7				
MOUNTING:	SURFACE	VOLTAGE: 120	CONTROL CIRCUIT:		P2A-22	AIC RATING:	6601
RELAY	POWER	EMERGENCY	SPACE	CONTROL	DIMMING	PROGRAM	IND
RP1A	L2-1	No	EXTERIOR LIGHTING	TOD	N		D
RP2A	L2-3	No	EXTERIOR LIGHTING	TOD	N		D
RP3A	L2-5	No	EXTERIOR LIGHTING	TOD	N		D
RP4A	L2-7	No	EXTERIOR LIGHTING	TOD	N		D
RP5A	L2-9	No	WAREHOUSE	OC	N		E
RP6A	L2-11	No	WAREHOUSE	OC	N		E
RP7A	L2-13	No	WAREHOUSE	OC	N		E
RP8A	L2-15	No	BILL REMITTANCE	OC	N		E
RP9A	L2-17	No	SHOWROOM	OC	N		E
RP10A	L2-19	No	CONTRACTORS 120	OC	0-10		E

CABINET SIZE (# OF RELAYS): 8			SPARE RELAYS: 4			
MOUNTING:	SURFACE	VOLTAGE: 120	CONTROL CIRCUIT: P1B-13		AIC RATING: 10000	
RELAY:	POWER	EMERGENCY	SPACE	CONTROL	DIMMING	PROGRAMMING
RPB-1	L2B-1	No	EXTERIOR LIGHTING	TOD	N	D
RPB-2	L11B-5	No	WAREHOUSE	OC	N	E
RPB-3	L11B-7	No	WAREHOUSE	OC	N	E
RPB-4	L2B-3	No	EXTERIOR LIGHTING	TOD	N	D

PC	EXTERIOR PHOTOCELL	N	NONE
OC	OCCUPANCY/VACANCY SENSOR	0-10	0-10 VOLT DIMMING
DS	INTERIOR DAYLIGHT SENSOR	DMX	DIGITAL MULTIPLEX (DMX) DIMMING
MS	EXTERIOR MOTION SENSOR	3WD	3-WIRE DIMMING
TC	ANALOG ASTRONOMICAL TIMECLOCK	ELV	ELECTRONIC LOW VOLTAGE
TOD	TIME OF DAY - SOFTWARE BASED	MLV	MAGNETIC LOW VOLTAGE
LWS	LOCAL WIRELESS	DA	DALI DIMMING

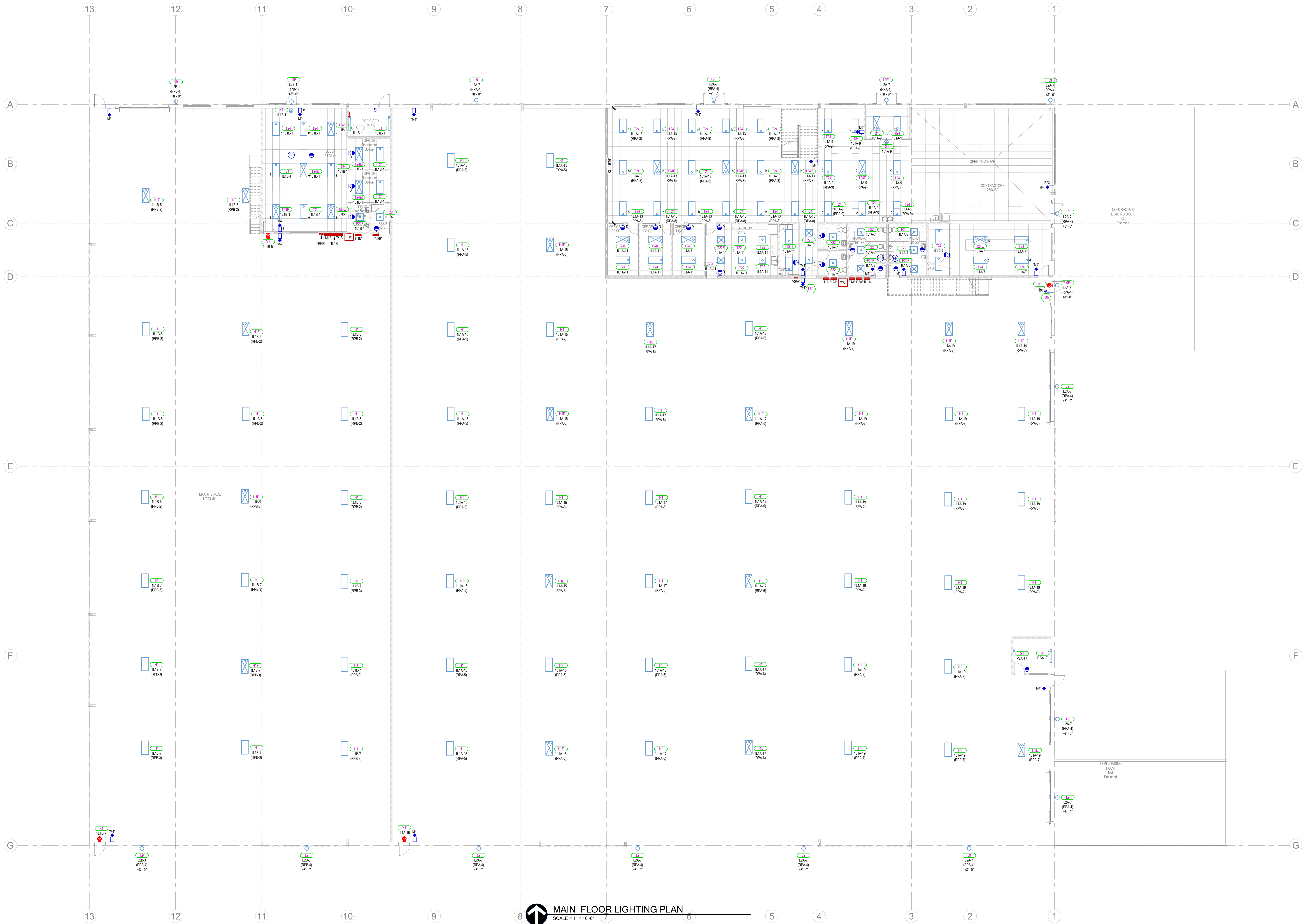
A	NIGHT LIGHT, ALWAYS ON.
B	MASTER CLOCK SCHEDULE (PROVIDED BY OWNER); PROVIDE 0-10V DIMMING.
C	EGRESS LIGHTING, MASTER CLOCK SCHEDULE (PROVIDED BY OWNER); 0-10V DIMMING.
D	MASTER CLOCK SCHEDULE (PROVIDED BY OWNER).
E	LOCAL WALLSTATION TO ACT AS OVERRIDE FOR AFTER HOURS CONTROL.

1.	PROGRAM SYSTEM TO MEET THE REQUIREMENTS OF IEC 203 OR CURRENT ENERGY CODE.
2.	CONFIRM SWITCHING AND PROGRAMMING SCHEME WITH OWNER PRIOR TO PROGRAMMING.
3.	PROGRAM SYSTEM TO INCORPORATE AUTO DAYLIGHT SAVINGS ADJUSTMENTS, ASTRONOMICAL CLOCK WITH OFFSETS, HOLIDAY DATES, AND NETWORK OVERRIDE.
4.	REFER TO WALLSTATION DIAGRAMS FOR FACTORY ENGRAVED LABELING FOR ALL INDIVIDUAL PULL-OUTS. DEVICE AND COVER/PLATE COLORS SELECTED BY ARCHITECT.
5.	SUBMIT ALL WALLSTATION LAYOUTS, ENGRAVING AND CONTROL SEQUENCES DURING THE SHOP DRAWINGS REVIEW PROCESS.
6.	PROVIDE RELAY BARRIER FOR VOLTAGE AND POWER SOURCE SEPARATION (EMERGENCY AND NORMAL CIRCUITS, VOLTAGE DIFFERENCES).
7.	PROGRAM NORMAL AND EMERGENCY RELAYS IN RELATED CORRIDORS TO OPERATE TOGETHER.
8.	ALL RELAYS REQUIRING DIMMING AND/OR DAYLIGHT HARVESTING SHALL UTILIZE 0-10V DIMMING. PROVIDE 0-10V DIMMING WIRING AND CONTROLS AS REQUIRED.
9.	PROVIDE A MINIMUM OF (5) SPARE RELAYS.

E200

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

3/29/2024 8:59:25 AM
1" = 10'-0"



MAIN FLOOR LIGHTING PLAN
SCALE = 1" = 10'-0"

SHEET KEYNOTES

L50 LIGHT SWITCH TO CONTROL LIGHTING IN THE WAREHOUSE AREA

NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPASIS FLORIDA
WWW.KMAARCHITECTS.COM



REVISIONS:

BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

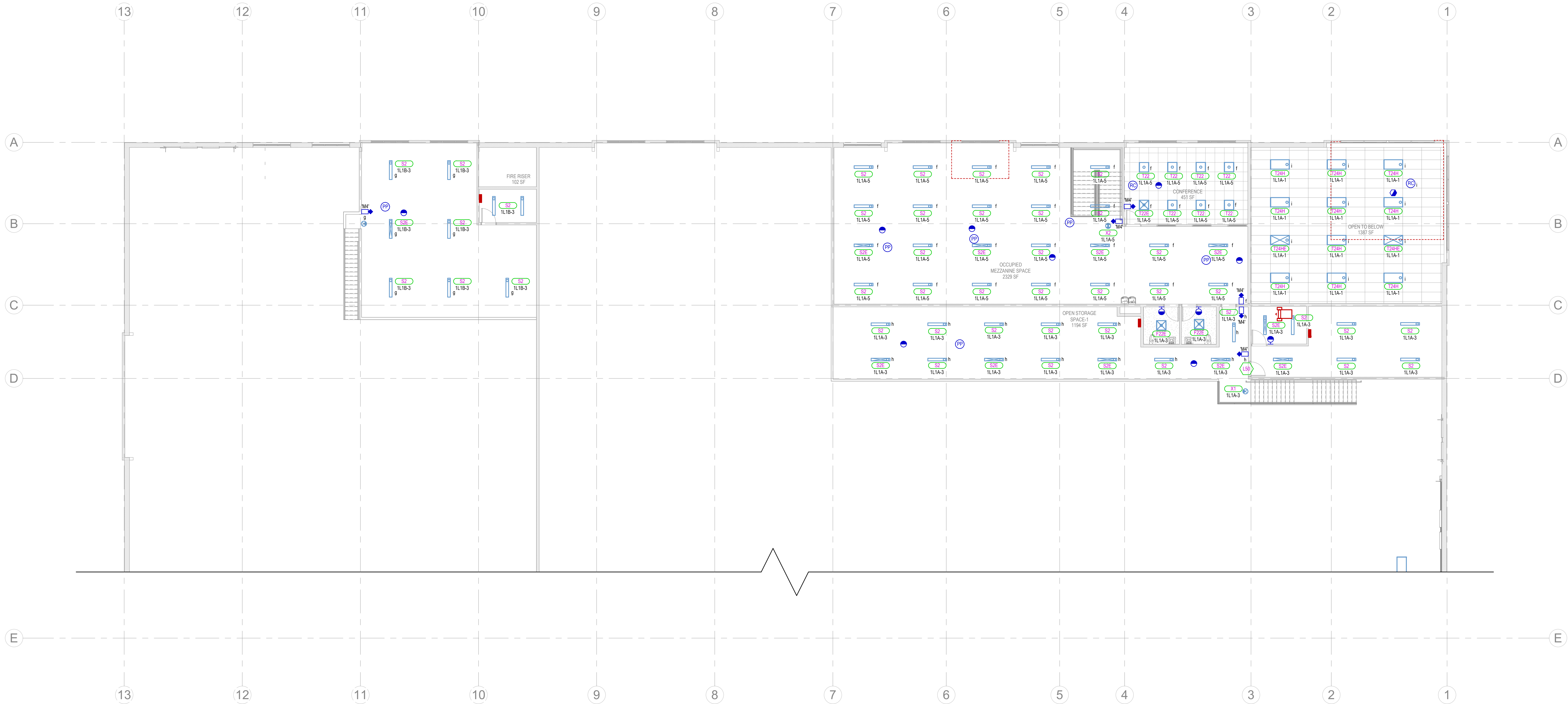
BERT BRADFORD
PROJECT TITLE
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E201

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

3/29/2019 8:52:28 AM
1" = 10'-0"



MEZZANINE LIGHTING FLOOR PLAN

SCALE = 1" = 10'-0"

SHEET KEYNOTES

L50 LIGHT SWITCH TO CONTROL LIGHTING IN THE WAREHOUSE AREA

NOT FOR CONSTRUCTION

PROJECT TITLE

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

BERT BRADFORD

BRADFORD MOUNTAINLAND SUPPLY

EAGLE MOUNTAIN, UTAH

109 SPLIT ROCK DRIVE

REVISIONS:



170 NORTH MAIN STREET
SPRINGFIELD, UT 84660
WWW.KMAARCHITECTS.COM

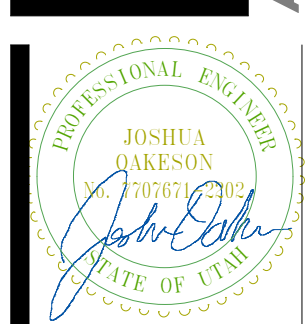
DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E202



NOT FOR CONSTRUCTION

170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM



REVISIONS:

00 SUPPLY
EAGLE MOUNTAIN, UTAH

BERT BRADFORD

TITLE
BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY

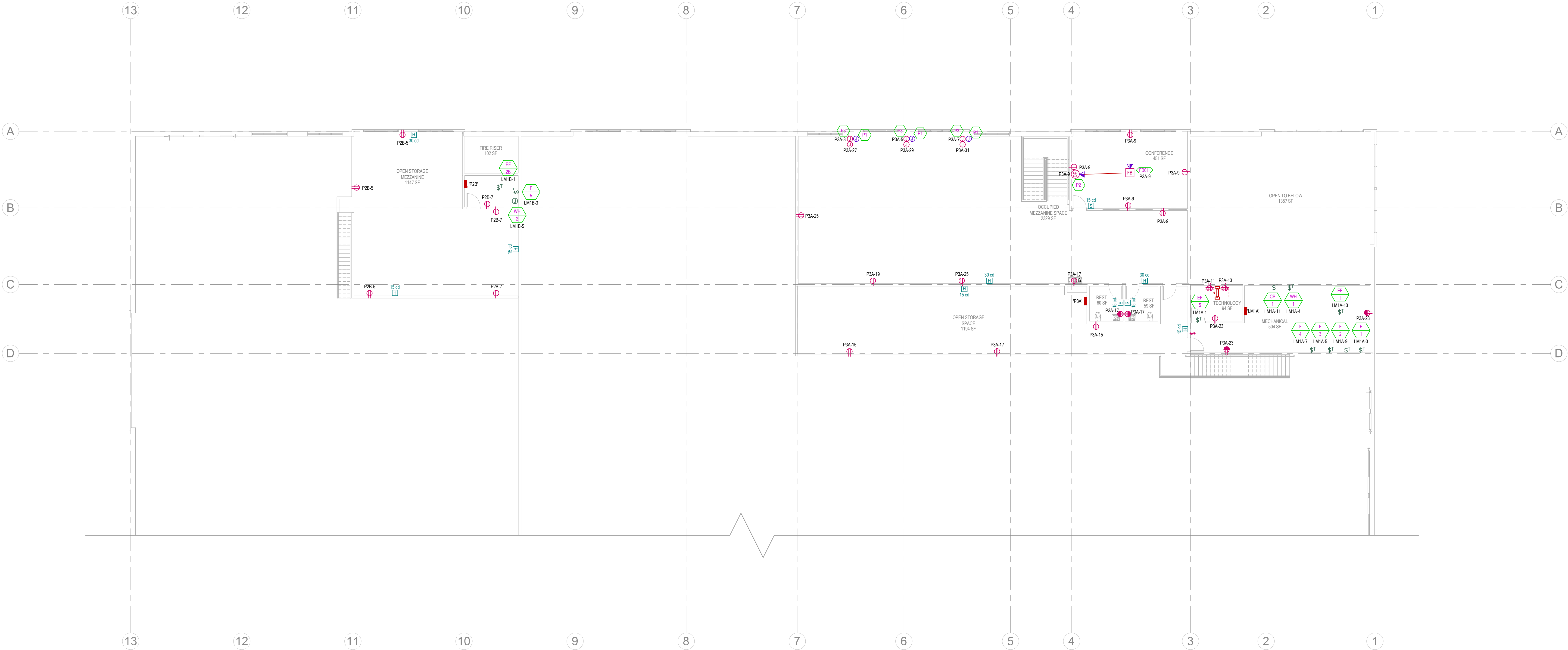
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E301

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KMA ARCHITECTS AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

3/29/2024 8:52:30 AM
1" = 10'-0"



MEZZANINE POWER FLOOR PLAN
SCALE = 1" = 10'-0"

SHEET KEYNOTES

- P1 PROVIDE (2) DATA CABLES PER WORK STATION
P2 PROVIDE (1) 1-1/4" CONDUIT WITH HDMI CABLE
P3 PROVIDE POWER TO MODULAR FURNITURE

NOT FOR CONSTRUCTION

PROJECT TITLE

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

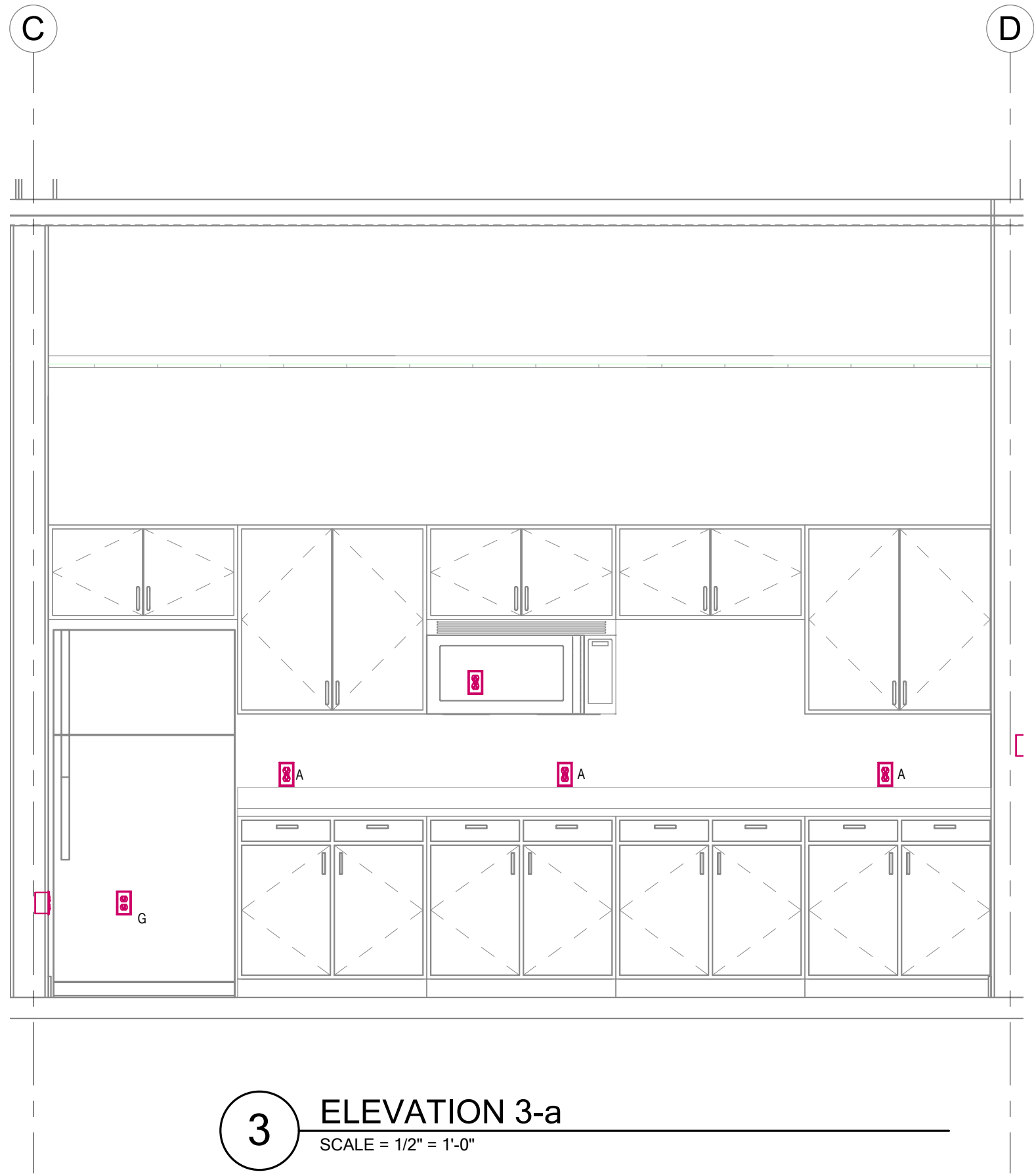
E302



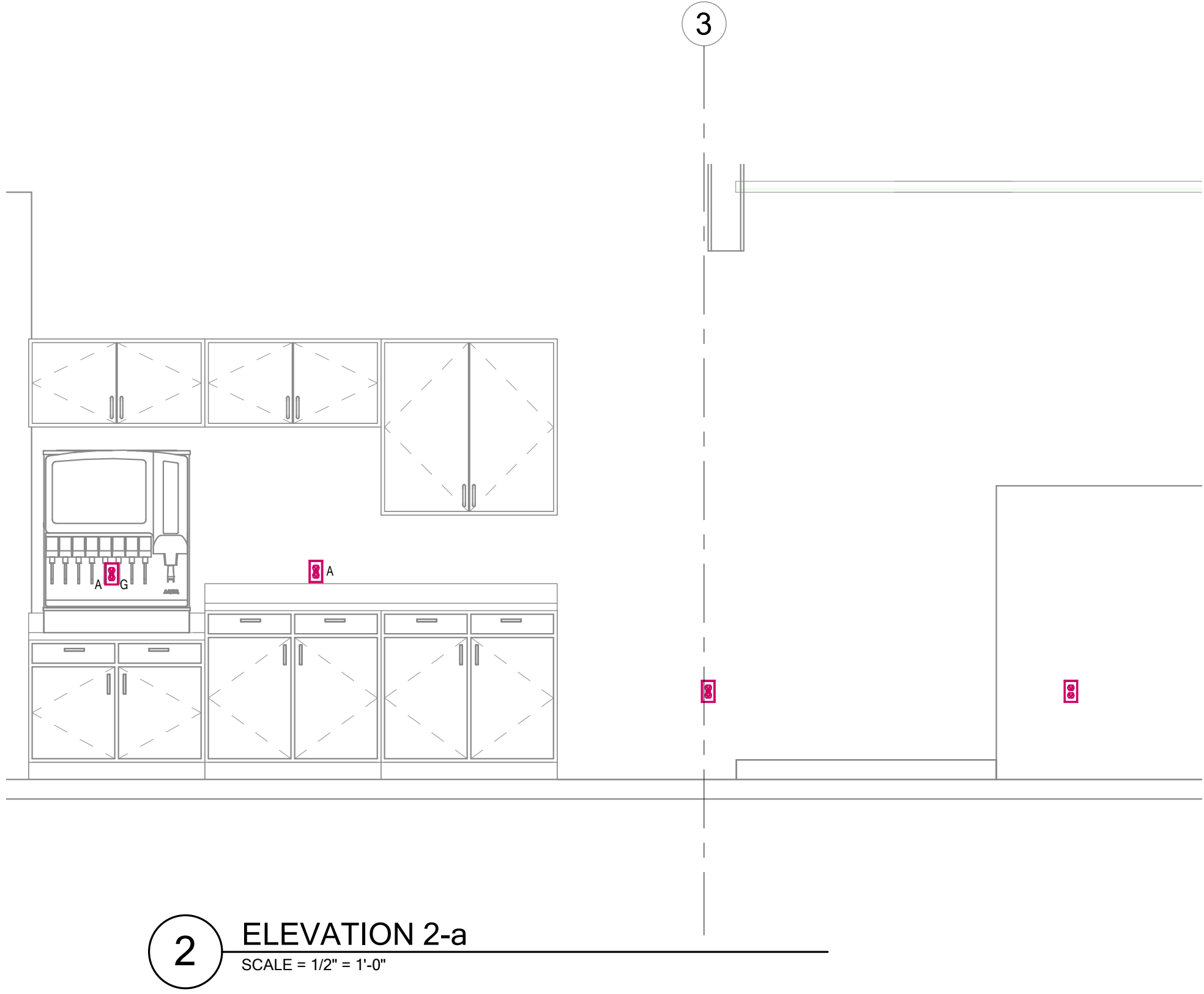
REVISIONS:

KMA
ARCHITECTS

170 NORTH MAIN STREET
SPRINGFIELD, UT 84660
WWW.KMAARCHITECTS.COM



3 ELEVATION 3-a
SCALE = 1/2" = 1'-0"



2 ELEVATION 2-a
SCALE = 1/2" = 1'-0"

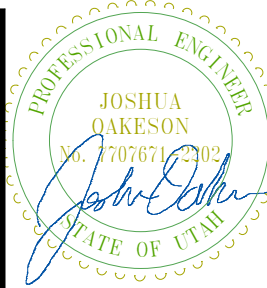
NOT FOR CONSTRUCTION

PROJECT TITLE

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E303



REVISIONS:



170 NORTH MAIN STREET
SPRINGFIELD, UTAH 84660
WWW.KMAARCHITECTS.COM

NOT FOR CONSTRUCTION

EQUIPMENT SCHEDULE																						
CONNECTION TYPE NOTES:											RESPONSIBILITY LEGEND:											
1. NON-FUSED DISCONNECT SWITCH 2. FUSED DISCONNECT SWITCH 3. BREAKER IN ENCLOSURE 4. MANUAL STARTER WITH THERMAL OVERLOAD 5. MAGNETIC STARTER 6. MAGNETIC STARTER/NON-FUSED DISCONNECT COMBINATION 7. MAGNETIC STARTER/FUSED DISCONNECT COMBINATION 8. MAGNETIC STARTER/BREAKER COMBINATION 9. VARIABLE FREQUENCY DRIVE 10. REDUCED VOLTAGE STARTER 11. DIRECT CONNECTION 12. RECEPTACLE/SPECIAL PURPOSE OUTLETCET 13. TWO-SPEED STARTER, COORDINATE WITH MOTOR TYPE 14. SOLID STATE SOFT-STARTER											A. FURNISHED, INSTALLED AND CONNECTED UNDER DIVISION 26(16) B. FURNISHED AND INSTALLED UNDER ANOTHER DIVISION, REQUIRED CONNECTION UNDER DIVISION 26(16) C. FURNISHED UNDER ANOTHER DIVISION BUT INSTALLED AND CONNECTED UNDER DIVISION 26(16) D. FURNISHED, INSTALLED AND CONNECTED UNDER ANOTHER DIVISION CB = CIRCUIT BREAKER NOTE 1: PER 250.122(A), EQUIPMENT GROUND IS NOT REQUIRED TO BE LARGER THAN THE PHASE CONDUCTOR. NOTE 2: OVERCURRENT PROTECTION DEVICE (OCPD) SHOWN IS LOCATED AT POWER PANEL. ALL FUSING TO BE SIZED IN ACCORDANCE WITH FUSE MFR RECOMMENDATION FOR MOTOR NAME PLATE RATING. EQUIPMENT TO BE RATED FOR THE ENVIRONMENT FOR WHICH IT IS INSTALLED. NOTE 3: ALL											
UNIT	#	DESCRIPTION	ELECTRICAL EQUIPMENT INFORMATION						WIRE				OCPD		STARTER/DISC/VFD OTHER (SEE NOTES)	REMARKS						
			LOAD					CONDUIT SIZE	SETS	QTY	SIZE	EQ. GROUND	TYPE	AMPS								
			HP	FLA	MCA	VA	VOLTAGE										PHASE	FULL LOAD AMPS				
ADL	1	AIR BAG DOCK LEVELER	1.00	0 A	0 A	0 VA	120 V	1	16.0 A	3/4"	1	2	12	12	CB	25 A	4 A					
CP	1	CIRCULATING PUMP	0.50	0 A	0 A	0 VA	120 V	1	9.8 A	3/4"	1	2	12	12	CB	15 A	4 A					
CJ	1	CONDENSING UNIT	0.00	0 A	34.6 A	0 VA	208 V	1	27.7 A	3/4"	1	2	8	10	CB	60 A	2 A					
CJ	2	CONDENSING UNIT	0.00	0 A	34.6 A	0 VA	208 V	1	27.7 A	3/4"	1	2	8	10	CB	60 A	2 A					
CJ	3	CONDENSING UNIT	0.00	0 A	13.6 A	0 VA	208 V	1	10.9 A	3/4"	1	2	12	12	CB	60 A	2 A					
CJ	4	CONDENSING UNIT	0.00	0 A	34.6 A	0 VA	208 V	1	27.7 A	3/4"	1	2	8	10	CB	60 A	2 A					
CJ	5	CONDENSING UNIT	0.00	0 A	16.6 A	0 VA	208 V	1	13.2 A	3/4"	1	2	12	12	CB	60 A	2 A					
EF	1	EXHAUST FAN	0.50	0 A	0 A	0 VA	120 V	1	9.8 A	3/4"	1	2	12	12	CB	15 A	4 A					
EF	2A	EXHAUST FAN	0.50	0 A	0 A	0 VA	120 V	1	9.8 A	3/4"	1	2	12	12	CB	15 A	4 A	CONTROL THRU A WALL MOUNTED ON/OFF SWITCH PROVIDED AND WIRED BY DIV 26 CONTR				
EF	2B	CIRCULATING PUMP	0.50	0 A	0 A	0 VA	120 V	1	9.8 A	3/4"	1	2	12	12	CB	15 A	4 A	CONTROL THRU A WALL MOUNTED ON/OFF SWITCH PROVIDED AND WIRED BY DIV 26 CONTR				
EF	3	EXHAUST FAN	0.25	0 A	0 A	0 VA	120 V	1	5.8 A	3/4"	1	2	12	12	CB	15 A	4 A	CONTROL THRU A WALL MOUNTED ON/OFF SWITCH PROVIDED AND WIRED BY DIV 26 CONTR				
EF	4	EXHAUST FAN	0.25	0 A	0 A	0 VA	120 V	1	5.8 A	3/4"	1	2	12	12	CB	15 A	4 A	CONTROL THRU A WALL MOUNTED ON/OFF SWITCH PROVIDED AND WIRED BY DIV 26 CONTR				
EF	5	EXHAUST FAN	0.25	0 A	0 A	0 VA	120 V	1	5.8 A	3/4"	1	2	12	12	CB	15 A	4 A	CONTROL THRU A WALL MOUNTED ON/OFF SWITCH PROVIDED AND WIRED BY DIV 26 CONTR				
EF	5	CIRCULATING PUMP	0.50	0 A	0 A	0 VA	120 V	1	9.8 A	3/4"	1	2	12	12	CB	15 A	4 A					
EH	1	ELECTRIC WALL HEATER	0.00	8.3 A	0 A	0 VA	208 V	1	8.3 A	3/4"	1	2	12	12	CB	15 A	4 A					
F	1	FURNACE	0.00	0 A	12.6 A	0 VA	120 V	1	10.1 A	3/4"	1	2	12	12	CB	20 A	4 A					
F	2	FURNACE	0.00	0 A	12.6 A	0 VA	120 V	1	10.1 A	3/4"	1	2	12	12	CB	20 A	4 A					
F	3	FURNACE	0.00	0 A	7.1 A	0 VA	120 V	1	5.7 A	3/4"	1	2	12	12	CB	15 A	4 A					
F	4	FURNACE	0.00	0 A	12.6 A	0 VA	120 V	1	10.1 A	3/4"	1	2	12	12	CB	20 A	4 A					
F	5	FURNACE	0.00	0 A	7.2 A	0 VA	120 V	1	5.8 A	3/4"	1	2	12	12	CB	15 A	4 A					
HP	1A	HEAT PUMP OUTDOOR UNIT	0.00	0 A	15 A	0 VA	120 V	1	12.0 A	3/4"	1	2	12	12	CB	20 A	2 A	POWERS UNIT HP-1B				
HP	1B	HEAT PUMP INDOOR UNIT	0.00	0 A	0 A	0 VA	120 V	1	0.3 A	3/4"	1	2	12	12	CB	15 A	4 A	POWERED FROM OUTDOOR UNIT HP-1A				
OHD	1	OVERHEAD DOOR	1.00	0 A	0 A	0 VA	120 V	1	16.0 A	3/4"	1	2	12	12	CB	60 A	2 A					
OHD	2	OVERHEAD DOOR	1.00	0 A	0 A	0 VA	120 V	1	16.0 A	3/4"	1	2	12	12	CB	25 A	2 A					
OHD	3	OVERHEAD DOOR	1.00	0 A	0 A	0 VA	120 V	1	16.0 A	3/4"	1	2	12	12	CB	25 A	2 A					
OHD	4	OVERHEAD DOOR	1.00	0 A	0 A	0 VA	120 V	1	16.0 A	3/4"	1	2	12	12	CB	25 A	2 A					
OHD	5	OVERHEAD DOOR	1.00	0 A	0 A	0 VA	120 V	1	16.0 A	3/4"	1	2	12	12	CB	60 A	2 A					
UH	1A	NATURAL GAS FIRED UNIT HEATER	0.00	5.6 A	0 A	0 VA	120 V	1	5.6 A	3/4"	1	2	12	12	CB	15 A	4 A					
UH	1B	NATURAL GAS FIRED UNIT HEATER	0.00	5.6 A	0 A	0 VA	120 V	1	5.6 A	3/4"	1	2	12	12	CB	15 A	4 A					
UH	1C	NATURAL GAS FIRED UNIT HEATER	0.00	5.6 A	0 A	0 VA	120 V	1	5.6 A	3/4"	1	2	12	12	CB	15 A	4 A					
UH	2A	NATURAL GAS FIRED UNIT HEATER	0.00	4.3 A	0 A	0 VA	120 V	1	4.3 A	3/4"	1	2	12	12	CB	15 A	4 A					
UH	2B	NATURAL GAS FIRED UNIT HEATER	0.00	4.3 A	0 A	0 VA	120 V	1	4.3 A	3/4"	1	2	12	12	CB	15 A	4 A					
UH	2C	NATURAL GAS FIRED UNIT HEATER	0.00	4.3 A	0 A	0 VA	120 V	1	4.3 A	3/4"	1	2	12	12	CB	15 A	4 A					
UH	3	NATURAL GAS FIRED UNIT HEATER	0.00	1.9 A	0 A	0 VA	120 V	1	1.9 A	3/4"	1	2	12	12	CB	15 A	4 A					
VF	1	VENTILATION FAN	0.50	0 A	0 A	0 VA	120 V	1	9.8 A	3/4"	1	2	12	12	CB	15 A	4 A	CONTROL WITH WALL MOUNTED ON/OFF SWITCH BY DIV 26				
VF	2	VENTILATION FAN	0.50	0 A	0 A	0 VA	120 V	1	9.8 A	3/4"	1	2	12	12	CB	15 A	4 A	CONTROL WITH WALL MOUNTED ON/OFF SWITCH BY DIV 26				
WH	1	WATER HEATER	0.00	5 A	0 A	0 VA	120 V	1	5.0 A	3/4"	1	2	12	12	CB	15 A	4 A					
WH	2	WATER HEATER	0.00	0 A	0 A	2200 VA	120 V	1	18.3 A	3/4"	1	2	10	10	CB	30 A	11 A					

170 NORTH MAIN STREET
SPASIS, FL 33460
WWW.KMAARCHITECTS.COM



REVISIONS:

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH

PROJECT TITLE
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E370



NOTES:

- ① GROUNDING ELECTRODE CONDUCTOR. (NEC 250.66)
- ② SUPPLY SIDE BONDING JUMPER. (NEC 250.102 (C)(1))
- ③ XHHW INSULATION.

ALUMINUM CONDUCTOR & CONDUIT SCHEDULE FOR PARALLEL RUNS

NOTES:

IN PARALLEL RUNS SIZE GND. COND. IN ACCORDANCE WITH NEC PARA. 250.14

GND. CONDUCTOR MAY BE DELETED ON SERVICE ENTRANCE CONDUCTORS

* 200% NEUTRAL, DERATED TO 80% BASED ON NEC 310.15(B)(5)(C)

** COPPER CONDUCTOR (XOHV)

PROVIDE COMPACT STRANDED ALUMINUM ASSOCIATION 8000 SERIES ALLOY CONDUCTORS.

PROVIDE TERMINATION FOR ALUMINUM ALLOY CONDUCTORS OF HYDRAULIC COMPRESSION TYPE ONLY, LISTED UNDER UL 486-B, MARKED "AL70/CU-EP-75 DEGREE RATED CIRCUITS."

PROVIDE ALL ELECTRICAL EQUIPMENT WITH PROPER SIZING TO ACCOMMODATE ALUMINUM CONDUCTORS. COORDINATE WITH EQUIPMENT SUPPLIER.

170 NORTH MAIN STREET
SPANISH FORK, UTAH 84660
WWW.KMAARCHITECTS.COM



GOOD SUPPLY
EAGLE MOUNTAIN, UTAH

DRAWN BY: BNA
CHECKED BY: BNA
DATE: MAR 2019
PROJECT #: 163218

E380

PANELBOARD SCHEDULE														
PANEL: P1B			TYPE: Type 1			VOLTS: 120/208 V			PHASE: 3			WIRES: 4		
MOUNTING: SURFACE			LOCATION: TENANT SPACE 120MMMM									MAINS: MLO		
BUSSING: ALUMINUM			FED FROM: TB									☐ SURFED LUGS ☒ DOOR-IN-DOOR ☐ ISO GROUND ☐ 200% NEUTRAL ☐ SPD		
			AMP: 225 A											
BRANCH BREAKERS														
ITEM	AMPS	POLE	WIRE SIZE	CIR. NO.	A	B	C	A	B	C	CIR. NO.	WIRE SIZE	POLE	ITEM
ILTB	225 A	3	--	1	7505			0			2	--	1	SPARE
--	--	--	--	3		5238			0		4	--	1	SPARE
--	--	--	--	5			5426			0	6	--	1	SPARE
P2B	225 A	3		7	3020			--			8	--	1	SPACE ONLY
--	--	--	--	9		2340			--		10	--	1	SPACE ONLY
--	--	--	--	11			2700			--	12	--	1	SPACE ONLY
RPB	20 A	1	12	13	500						14	--	1	SPACE ONLY
SPACE ONLY	--	1	--	15		--		--			16	--	1	SPACE ONLY
SPACE ONLY	--	1	--	17		--		--			18	--	1	SPACE ONLY
SPACE ONLY	--	1	--	19	--			--			20	--	1	SPACE ONLY
SPACE ONLY	--	1	--	21	--	--		--			22	--	1	SPACE ONLY
SPACE ONLY	--	1	--	23		--		--			24	--	1	SPACE ONLY
SPARE	20 A	1	--	25	0			--			26	--	1	SPACE ONLY
SPARE	20 A	1	--	27		0		--			28	--	1	SPACE ONLY
SPARE	20 A	1	--	29			0	--			30	--	1	SPACE ONLY
SPARE	20 A	1	--	31	0			--			32	--	1	SPACE ONLY
SPARE	20 A	1	--	33		0		--			34	--	1	SPACE ONLY
SPARE	20 A	1	--	35			0	--			36	--	1	SPACE ONLY
SPARE	20 A	1	--	37	0			--			38	--	1	SPACE ONLY
SPARE	20 A	1	--	39		0		--			40	--	1	SPACE ONLY
SPARE	20 A	1	--	41			0	--			42	--	1	SPACE ONLY
					11025	7578	8126	TOTAL (VA)						
					93 A	63 A	68 A	AMPS/PHASE						
										CONNECTED LOAD TOTAL 25729 VA				
										AIC RATING		7587		AMPS RMS SYSM.

NOTES:

* PROVIDE 5mA GFCI CIRCUIT BREAKER

* PROVIDE ARC-FAULT CIRCUIT BREAKER

PANEL: P2B		TYPE: Type 1		VOLTS: 120/208 Y		PHASE: 3		WIRES: 4	
MOUNTING: SURFACE		LOCATION: TECHNOLOGY 12000000000000000000						MAINS: NLO	
BUSING: ALUMINUM		FED FROM: P1B						☐ SURFUSED LUGS ☐ DOOR-IN-DOOR ☐ ISO GROUND ☐ 200% NEUTRAL ☐ SPD	
		AMP: 725 A							

BRANCH BREAKERS															
ITEM	AMPS	POLE	WIRE SIZE	CIR. NO.	A	B	C	A	B	C	CIR. NO.	WIRE SIZE	POLE	AMPS	ITEM
RECEPT SPACE 2240	20 A	1	12	1	900			0			2	--	1	20 A	SPARE
RECEPT FIRE RISER 121 SF	20 A	1	12	3		360			0		4	--	1	20 A	SPARE
RECEPT SPACE 2248	20 A	1	12	5			720		0		6	--	1	20 A	SPARE
RECEPT SPACE 2243	20 A	1	12	7	540			0			8	--	1	20 A	SPARE
RECEPT SPACE 2241	20 A	1	12	9		1260			0		10	--	1	20 A	SPARE
RECEPT ENTRY 848 SF	20 A	1	12	11			900			0	12	--	1	20 A	SPARE
RECEPT TENANT SPACE 184	20 A	1	10	13	720			0			14	--	1	20 A	SPARE
RECEPT TENANT SPACE 184	20 A	1	8	15		360			0		16	--	1	20 A	SPARE
RECEPT TENANT SPACE 184	20 A	1	4	17			540		0		18	--	1	20 A	SPARE
RECEPT TENANT SPACE 184	20 A	1	6	19	360				0		20	--	1	20 A	SPARE
RECEPT TENANT SPACE 184	20 A	1	6	21		360			0		22	--	1	20 A	SPARE
RECEPT TENANT SPACE 184	20 A	1	8	23			540			0	24	--	1	20 A	SPARE
FACP	20 A	1	12	25	600		--				26	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	27		--		--			28	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	29		--	--		--		30	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	31	--		--	--		--	32	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	33		--	--		--		34	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	35		--	--	--	--		36	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	37	--		--	--			38	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	39		--	--	--	--		40	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	41		--	--	--	--		42	--	1	--	SPACE ONLY
					3020	2340	2700	TOTAL (VA)							
					26 A	20 A	23 A	AMPS/PHASE							

	CONNECTED LOAD TOTAL	
	7560 VA	

	AMPS RMS SYM.	
	630S	

NOTES:

* PROVIDE 5mA GFCI CIRCUIT BREAKER

* PROVIDE ARC-FAULT CIRCUIT BREAKER

PANEL: H1B

TYPE: Type 1

VOLTS: 480/277 Y

PHASE: 3

WIRES: 4

MOUNTING: SURFACE

LOCATION: TENANT SPACE 120MMMM

MAINS: MCB

BUSSING: ALUMINUM

FED FROM:

AMP: 200 A

SUBFEED LUG

X DOOR-IN-DOOR

ISO GROUND

200% NEUTRAL

X SPD

BRANCH BREAKERS

ITEM	AMPS	POLE	WIRE SIZE	CIR. NO.	A	B	C	A	B	C	CIR. NO.	WIRE SIZE	POLE	AMPS	ITEM
TB	125 A	3		1	11025				--		2	--	3	--	SPACE ONLY 100A
--	--	--	--	3		7578			--		4	--	--	--	
--	--	--	--	5			8126		--		5	--	--	--	
SPACE ONLY 100A	--	3	--	7	--				--		6	--	1	--	SPACE ONLY
--	--	--	--	9	--				--		8	--	1	--	SPACE ONLY
--	--	--	--	11					--		10	--	1	--	SPACE ONLY
SPACE ONLY 100A	--	3	--	13	--				--		12	--	1	--	SPACE ONLY
--	--	--	--	15	--				--		14	--	1	--	SPACE ONLY
--	--	--	--	17					--		16	--	1	--	SPACE ONLY
SPACE ONLY 100A	--	3	--	19	--				--		18	--	1	--	SPACE ONLY
--	--	--	--	21	--				--		20	--	1	--	SPACE ONLY
--	--	--	--	23					--		22	--	1	--	SPACE ONLY
--	--	--	--	25					--		24	--	1	--	SPACE ONLY
					11025	7578	8126	TOTAL (VA)							
					40 A	27 A	30 A	AMPS/PHASE							

CONNECTED LOAD TO PANEL

2579 VA

AIC RATING

4154

SPS RMS SYSM

NOTES:

* PROVIDE 5mA GFCI CIRCUIT BREAKER

** PROVIDE ARC-FAULT CIRCUIT BREAKER

PANEL: L2B

MOUNTING: SURFACE

BUSSING: ALUMINUM

TYPE: Type 1

LOCATION: TENANT SPACE 120MMMM

FED FROM: 1L1B

AMP: 100 A

VOLTS: 120/208 Y

PHASE: 3

MAINS: MLO

WIRES:

- ☐ SUBFED L2B
- ☒ DOOR-IN COR
- ☐ ISO GROUND
- ☐ 200% NEUTRAL
- ☐ SPD

BRANCH BREAKERS

ITEM	AMPS	POLE	WIRE SIZE	CIR. NO.	A	B	C	A	B	C	CIR. NO.	WIRE SIZE	POLE	AMPS	ITEM	
LIGHTING	20 A	1	4	1	155			0			2	--	1	20 A	SPARE	
LIGHTING	20 A	1	6	3		46		0			4	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	5			--				0	5	--	1	20 A	SPARE
SPACE ONLY	--	1	--	7	--			0			8	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	9		--		0			10	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	11			--				0	12	--	1	20 A	SPARE
SPACE ONLY	--	1	--	13	--			0			14	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	15		--			0		16	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	17			--				0	18	--	1	20 A	SPARE
SPACE ONLY	--	1	--	19	--			0			20	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	21		--			0		22	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	23			--				0	24	--	1	20 A	SPARE
					155	46	0	TOTAL (VA)								
					1 A	0 A	0 A	AMPS/PHASE								

NOTES:
 * PROVIDE 50A GFCI CIRCUIT BREAKER
 ** PROVIDE ARC-FAULT T CIRCUIT BREAKER

AIC RATING 7350

AMPS RMS 50 VA

PANEL BOARD SCHEDULE																	
PANEL: LM1B			TYPE: Type 1			VOLTS: 120/208 Y			PHASE: 3			WIRES: 4					
MOUNTING: SURFACE					LOCATION: TENANT SPACE 120MMMM					MAINS: NLO							
BUSSING: ALUMINUM					FED FROM: 1L1B					SURFED UIUOS DOOR-IN DOOR ISO GROUND NEUTRAL SPD							
					AMP: 725 A												
BRANCH BREAKERS																	
ITEM	AMPS	POLE	WIRE SIZE	CIR. NO.	A	B	C	A	B	C	CIR. NO.	WIRE SIZE	POLE	AMPS	ITEM		
EF-2B, CIRCULATING PUMP	15 A	1	12	11	1176				0			2	--	1	20 A	SPARE	
F-5, FURNACE	15 A	1	12	3		691			0			4	--	1	20 A	SPARE	
WH-2, WATER HEATER	30 A	1	10	5			2200				0	6	--	1	20 A	SPARE	
OH-4, OVERHEAD DOOR	25 A	1	12	7	1920				0			8	--	1	20 A	SPARE	
CU-5, CONDENSING UNIT	60 A	2	12	9		1373			0			10	--	1	20 A	SPARE	
--	--	--	--	11			1373				0	12	--	1	20 A	SPARE	
UH-2C, NATURAL GAS FIRED..	15 A	1	12	13	516				0			14	--	1	20 A	SPARE	
EH-1, ELECTRICAL WALL HEATER	15 A	2	12	15		863			0			16	--	1	20 A	SPARE	
--	--	--	--	17			863				0	18	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	19	--				0			20	--	1	20 A	SPARE	
SPACE ONLY	--	1	--	21	--				0			22	--	1	20 A	SPARE	
UH-2B, NATURAL GAS FIRED..	15 A	1	12	23			516				0	24	--	1	20 A	SPARE	
UH-2A, NATURAL GAS FIRED..	15 A	1	12	25	516							26	--	1	--	SPACE ONLY	
VF-2, VENTILATION FAN	15 A	1	12	27		1176			--	--		28	--	1	--	SPACE ONLY	
SPACE ONLY	--	1	--	29	--				--	--		30	--	1	--	SPACE ONLY	
SPACE ONLY	--	1	--	31	--				--	--		32	--	1	--	SPACE ONLY	
SPACE ONLY	--	1	--	33	--				--	--		34	--	1	--	SPACE ONLY	
SPACE ONLY	--	1	--	35	--				--	--		36	--	1	--	SPACE ONLY	
SPACE ONLY	--	1	--	37	--				--	--		38	--	1	--	SPACE ONLY	
SPACE ONLY	--	1	--	39	--				--	--		40	--	1	--	SPACE ONLY	
SPACE ONLY	--	1	--	41	--				--	--		42	--	1	--	SPACE ONLY	
					4128	4103	4952	TOTAL (VA)								CONNECTED TOTAL TOTAL	
					34 A	34 A	41 A	AMPS/PHASE								13163 VA	
										A/C RATING			6846			AMPS RMS SYS.	

NOTES:

* PROVIDE 5mA GFCI CIRCUIT BREAKER

** PROVIDE ARC-FAULT CIRCUIT BREAKER

PANEL: 1L1B

TYPE: Type 1

VOLTS: 120/208 Y

PHASE: 3

WIRES: 4

MOUNTING: SURFACE
BUSING: ALUMINUM

LOCATION: TENANT SPACE 120MMMM
FED FROM: P18
AMP: 100 A

MAINS: MLO

SURFEED LUGS
☒ DOOR-IN DOOR-OUT
☐ ISO GROUND
☐ 200% NEUTRAL
☐ SPD

BRANCH BREAKERS															
ITEM	AMPS	POLE	WIRE SIZE	WIRE SIZE NO.	A	B	C	A	B	C	CIR NO.	WIRE SIZE	POLE	AMPS	ITEM
EF-3, EXHAUST FAN	15 A	1	12	1	2188			0			2	--	1	20 A	SPARE
Other	20 A	1	10	3		286			0		4	--	1	20 A	SPARE
LIGHTING	20 A	1	8	5			1143			0	6	--	1	20 A	SPARE
LIGHTING	20 A	1	6	7	1188			0			8	--	1	20 A	SPARE
LIGHTING TENANT SPACE...	20 A	1	12	9		0			0		10	--	1	20 A	SPARE
L2B	225 A	3	12	11			155			0	12	--	1	20 A	SPARE
--	--	--	--	13	46			0			14	--	1	20 A	SPARE
--	--	--	--	15		0			0		16	--	1	20 A	SPARE
LM1B	225 A	3	17				4128			0	18	--	1	20 A	SPARE
--	--	--	--	19	4103			0			20	--	1	20 A	SPARE
--	--	--	--	21		4952			0		22	--	1	20 A	SPARE
SPACE ONLY	--	1	--	23		--				0	24	--	1	20 A	SPARE
SPACE ONLY	--	1	--	25	--		--	--	--		26	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	27		--	--	--	--		28	--	1	--	SPACE ONLY
SPACE ONLY	--	1	--	29		--	--	--	--		30	--	1	--	SPACE ONLY
					7505	5238	5426	TOTAL (VA)							
					63 A	44 A	45 A	AMPS/PHASE							

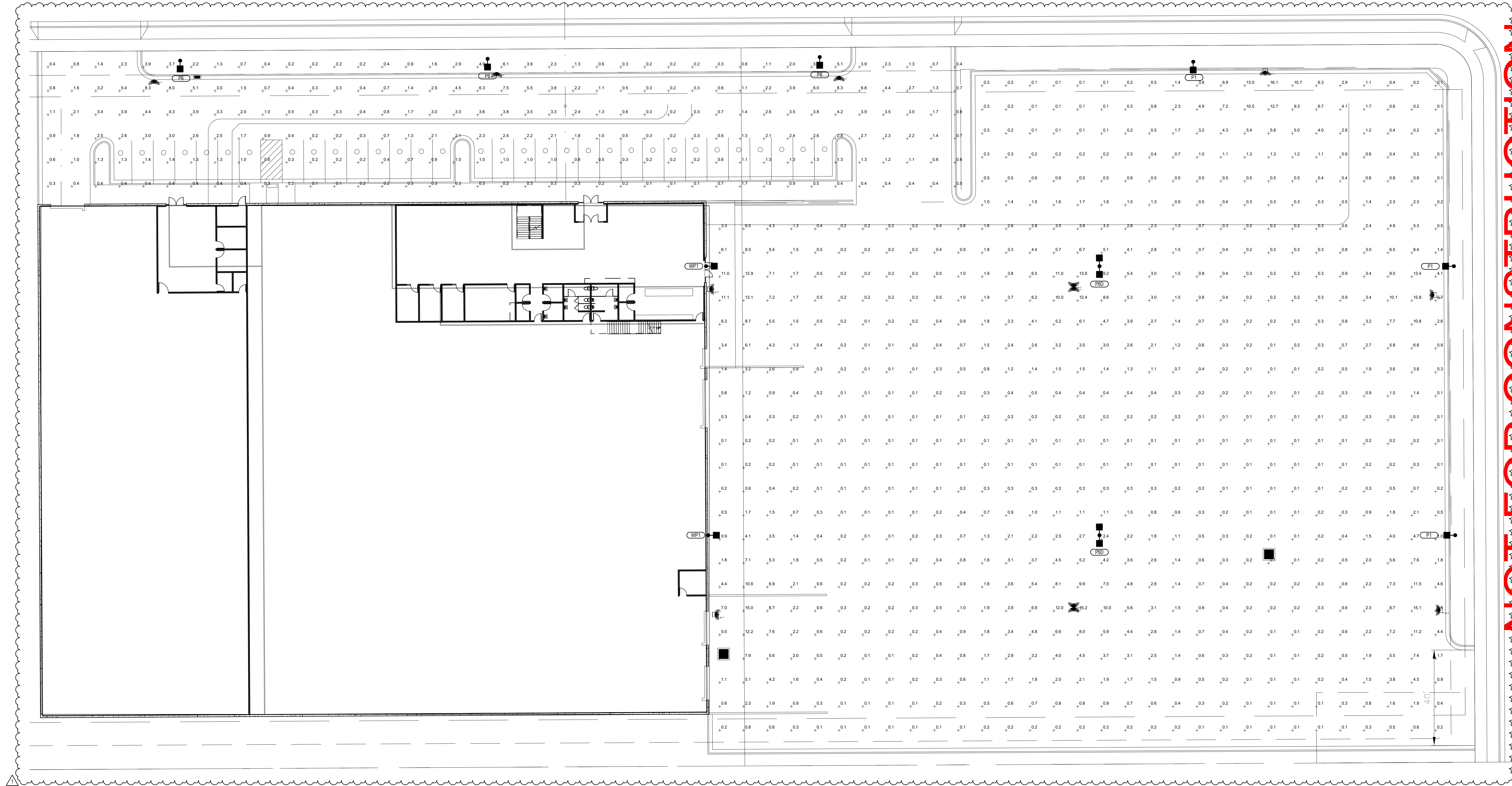
AIC RATING

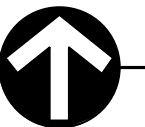
7338

CONNECTED LOAD TOTAL
 18189 VA

AMPS RMS SYS

NOTES:
 * PROVIDE SNA GFCI CIRCUIT BREAKER
 ** PROVIDE ARC-FAULT CIRCUIT BREAKER



 SITE PHOTOMETRIC
SCALE = 1" = 20'-0"

ELECTRICAL SITE UTILITY COORDINATION

ELECTRICAL SITE UTILITY INFORMATION HAS BEEN COORDINATED WITH THE FOLLOWING UTILITY COMPANY REPRESENTATIVES. VERIFY ALL LOCATIONS, DIMENSIONS, CLEARANCES, REGULATIONS, ETC., PRIOR TO INSTALLATION. NOTIFY ENGINEER OF ANY REVISIONS REQUIRED.

POWER COMPANY	ROCKY MOUNTAIN POWER
CONTACT	DEL EDWARDS
PHONE NO.	801-331-6568
EMAIL	Del.Edwards@rockymountainpower.net
WORK ORDER NO.	7120130
TELEPHONE COMPANY	X
CONTACT	X
PHONE NO.	X
EMAIL	X
CABLE TV COMPANY	X
CONTACT	X
PHONE NO.	X
EMAIL	X

NOT FOR CONSTRUCTION

PROJECT TITLE

BERT BRADFORD
BRADFORD MOUNTAINLAND SUPPLY
EAGLE MOUNTAIN, UTAH
109 SPLIT ROCK DRIVE

DRAWN BY: Author
CHECKED BY: Checker
DATE: MAR 2019
PROJECT #: 163218

E100

KMA
ARCHITECTS

170 NORTH MAIN STREET
SPANISH FORK, UT 84660
WWW.KMAARCHITECTS.COM



BUILDING TRIM AND
GUTTERS - ACCENT COLOR

HORIZONTAL
CEMENTITIOUS WALL PANEL
(HARDIE PLANK)

PREFINISHED METAL WALL
PANELS - COLORS AS
SELECTED BY ARCHITECT

BUSINESS
SIGNAGE

METAL CHANNEL FRAME
OVERHANG W/ METAL
ROOFING - COLOR AS
SELECTED BY ARCHITECT

BUSINESS
SIGNAGE

MOUNTAINLANDTM
SUPPLY COMPANY

MOUNTAINLANDTM
SUPPLY COMPANY



BUILDING TRIM AND
GUTTERS - ACCENT COLOR

HORIZONTAL
CEMENTITIOUS WALL PANEL
(HARDIE PLANK)

METAL CHANNEL FRAME
OVERHANG W/ METAL
ROOFING - COLOR AS
SELECTED BY ARCHITECT

PREFINISHED METAL WALL
PANELS - COLORS AS
SELECTED BY ARCHITECT





HORIZONTAL
CEMENTITIOUS WALL PANEL
(HARDIE PLANK)

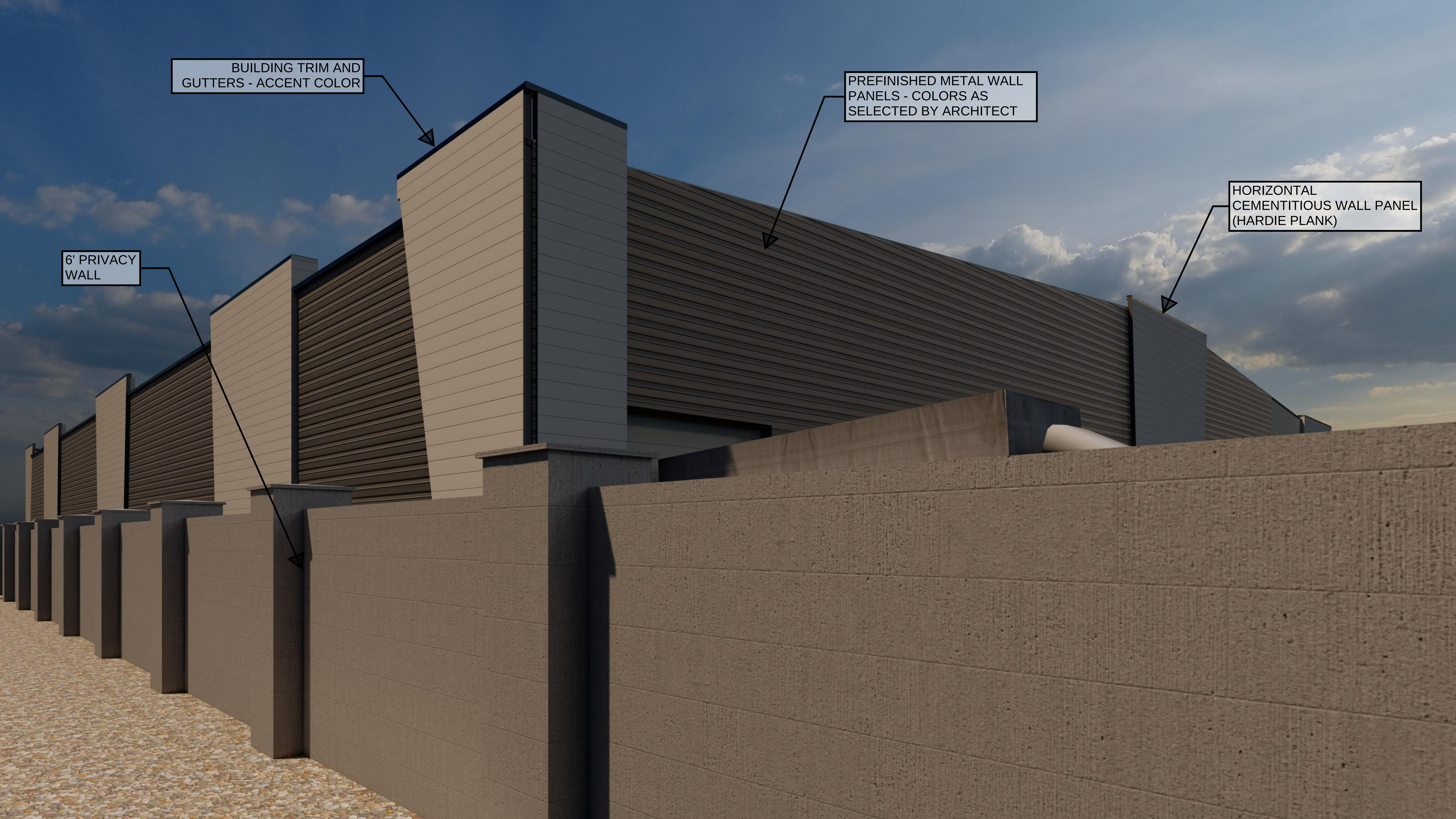
BUILDING TRIM AND
GUTTERS - ACCENT COLOR

PREFINISHED METAL WALL
PANELS - COLORS AS
SELECTED BY ARCHITECT

BUSINESS
SIGNAGE

METAL CHANNEL FRAME
OVERHANG W/ METAL
ROOFING - COLOR AS
SELECTED BY ARCHITECT


MOUNTAINLAND™
SUPPLY COMPANY



BUILDING TRIM AND
GUTTERS - ACCENT COLOR

PREFINISHED METAL WALL
PANELS - COLORS AS
SELECTED BY ARCHITECT

HORIZONTAL
CEMENTITIOUS WALL PANEL
(HARDIE PLANK)

6' PRIVACY
WALL



BUILDING TRIM AND
GUTTERS - ACCENT COLOR

PREFINISHED METAL WALL
PANELS - COLORS AS
SELECTED BY ARCHITECT

HORIZONTAL
CEMENTITIOUS WALL PANEL
(HARDIE PLANK)

HORIZONTAL
CEMENTITIOUS WALL PANEL
(HARDIE PLANK)

PREFINISHED METAL WALL
PANELS - COLORS AS
SELECTED BY ARCHITECT

6' PRIVACY WALL



HORIZONTAL
CEMENTITIOUS WALL PANEL
(HARDIE PLANK)

PREFINISHED METAL WALL
PANELS - COLORS AS
SELECTED BY ARCHITECT



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Title 17 by Enacting Chapter 17.61 Land Use Compatibility with Military Use		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:	N/A		
APPLICANT:	City-Initiated		
GENERAL PLAN DESIGNATION N/A	CURRENT ZONE N/A	ACREAGE N/A	COMMUNITY North Benches and Ranches Gateway

PUBLIC HEARING:

Yes

PREPARED BY:

David Stroud, Planning

PRESENTED BY:

Brandon Larsen

RECOMMENDATION:

Staff recommends the City Council adopt an ordinance enacting EMMC Title 17.61, Land Use Compatibility with Military Use.

BACKGROUND:

Utah State Code was recently amended to require notification to the State when development is planned within 5,000 feet of a designated military use. Camp Williams is identified as one of the specific military use locations. Upon receipt of a land use application, the City will notify the State of the request. The State will then determine if the land use is compatible. Because this is now an additional step that Staff needs to take during the review process if the property is within the notification boundary, it should be codified in EMMC.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

Ordinances pertaining to zoning code amendments, and processing of the same, may be found in EMMC 17.05.120 & UCA 10-9a-501. Ordinance enactment is a legislative process and is left to the discretion of the City Council.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission recommends approval 4-0 to the City Council regarding the request to amend EMMC Title 17 by enacting

Chapter 17.61, Land Use Compatibility with Military Use.

ATTACHMENTS:

[ORD--EMMC 17.61 Land Use Compatibility with Military Use
Exhibit A](#)

ORDINANCE NO. O- -2024

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, ENACTING
EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 17.61
LAND USE COMPATIBILITY WITH MILITARY USE**

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to enact Eagle Mountain Municipal Code, Chapter 17.61 Land Use Compatibility with Military Use, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider enacting Eagle Mountain Municipal Code, Chapter 17.61 Land Use Compatibility with Military Use.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 16th day of April 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this the 16th day of April 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 17.61

LAND USE COMPATIBILITY WITH MILITARY USE

Sections:

17.61.010 Purpose.

17.61.020 Applicability.

17.61.030 Approval Process.

17.61.010 Purpose.

The purpose of this chapter is to protect Camp Williams (CW) from impacts of nearby development which may not be compatible with the mission and purpose of Camp Williams.

17.61.020 Applicability.

Utah Code Section 10-9a-537 requires that any land use application within 5,000 feet of “military land” (CW) be reviewed by the Department of Veterans and Military Affairs (DVMA) to determine compatibility.

17.61.030 Approval Process.

The following are standards that apply to all developments that are located within 5,000 feet of Camp Williams.

- A. Written notification by the City to the DVMA of any land use application following the parameters established by state law, as amended.
- B. The DVMA has 90 days to provide a written response to the City regarding the compatibility of the zoning request.
- C. The City cannot approve a land use application prior to a compatibility determination by the DVMA.
- D. Upon receipt of the compatibility determination from the DVMA, the City shall follow the requirements of Utah Code Section 10-9a-537 in considering any land use application.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Changing All Language Throughout the Code From City Administrator to City Manager		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY
PUBLIC HEARING: No PREPARED BY: Marcus Draper, Admin PRESENTED BY: Marcus Draper	RECOMMENDATION: Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Changing All Language Throughout the Code From City Administrator to City Manager BACKGROUND: ITEMS FOR CONSIDERATION: REQUIRED FINDINGS: PLANNING COMMISSION ACTION/RECOMMENDATION: ATTACHMENTS: ORD--EMMC Cleanup - City Manager EMMC Code - Redlines		

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE
MOUNTAIN MUNICIPAL CODE CHANGING ALL LANGUAGE THROUGHOUT THE CODE
FROM CITY ADMINISTRATOR TO CITY MANAGER

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code changing all language throughout the code from City Administrator to City Manager, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider amending the Eagle Mountain Municipal Code changing all language throughout the code from City Administrator to City Manager.
2. The proposed code described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 16th day of April 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 16th day of April 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by_____.

Exhibit A

2.15.100 Legislative priorities list established.¹

The legislative priorities list is hereby established to clarify by adoption or amendment the authorized ongoing priorities of the city council and to provide direction to the city administrator in prioritizing the day-to-day activities of the director of legislative affairs. No individual member of the council shall have authority to assign day-to-day activities to the director of legislative affairs, only through the legislative priorities list. Nevertheless, the mayor, as chief executive officer of the city, may assign day-to-day activities; provided, that they are reasonably calculated to pursue the adopted legislative priorities. The list shall contain the following sections:

A. Adopted – High priority.

B. Adopted – Secondary Priority.

C. Proposed.

The director of legislative affairs shall coordinate with the city ~~administrator~~ manager to request and schedule resources to pursue the priorities in the order identified in the legislative priorities list. In the event extenuating circumstances make it unreasonable to progress on a legislative priority, the director of legislative affairs shall seek direction from the city ~~administrator~~ manager to determine an appropriate course of action.

Prior to each regularly scheduled city council meeting, the director of legislative affairs, under the direction of the city ~~administrator~~ manager, shall prepare the legislative priorities list with a brief written status update on each adopted priority and coordinate with the city recorder's office to distribute it with the council packet.

2.19.010 Position created.

There is hereby established the position of director of legislative affairs. The director of legislative affairs is an appointed officer subject to Chapters 2.17 and 2.27 EMMC. Pursuant to Section 10-3b-104(1)(a), Utah Code Annotated 1953, and EMMC 2.16.060, the director of legislative affairs reports to the city ~~administrator~~ manager. The director of legislative affairs shall have no supervisory authority over the city ~~administrator~~ manager. It is the duty of the city ~~administrator~~ manager to ensure the director of legislative affairs is given the resources, including, without limitation, access to staff, data, and legal counsel, reasonably necessary to accomplish the duties enumerated by the city council in this chapter.

2.19.020 Process for hiring director of legislative affairs.

If the position of director of legislative affairs is vacant, or if the mayor has been informed that the director of legislative affairs' employment will be voluntarily or involuntarily terminated, the mayor shall notify the city council and implement the process outlined in the policies and procedures manual for hiring municipal employees with the following additional requirements:

A. The mayor, or designee, shall review all applications and resumes and determine the four most qualified candidates to perform the duties outlined in this chapter;

B. If fewer than four individuals apply, the mayor shall report the deficiency to the city council and seek direction regarding remedies;

C. The mayor, or designee, shall convene a panel to interview each of the candidates composed of the mayor, city ~~administrator~~ manager, and two council members determined by lot. If a council member is unable or unwilling to participate, a replacement shall be selected by lot;

D. At the conclusion of interviews, the panel members should discuss, and offer advice to the mayor, or designee, regarding the most appropriate candidate, or if further candidates are warranted; and

E. The mayor shall make an appointment subject to the advice and consent of the city council on the next scheduled agenda where noticing requirements can be met.

F. The hiring process described in this section only applies to the director of legislative affairs position.

2.19.030 Authority and duties.

The city council hereby establishes the following authority and duties of the director of legislative affairs pursuant to Section 10-3b-105, Utah Code Annotated 1953. The director of legislative affairs shall:

- A. Liaise with the city ~~administrator~~manager, or designee, on behalf of the city council. This does not preclude the city ~~administrator's~~manager's right to communicate freely with members of the city council at their discretion;
- B. Coordinate city council public requests and appearances, including, without limitation, resident and applicant meetings, town halls, ribbon cuttings, ground breakings, educational requests, and other requests for council interaction;
- C. Coordinate the creation, implementation, and annual review of the six-member city council's adopted vision, mission statement, and strategic goals;
- D. Review the effectiveness of the implementation of city council's legislative directives and priorities and recommend needed legislative adjustments to the city council. Convey suggestions for administrative adjustments, when necessary, to better implement the council's vision, to the city ~~administrator~~manager;
- E. Attend city council, citizen, administrative, staff, department, and other meetings as requested by the city ~~administrator~~manager and city council;
- F. Prior to the agenda deadline, coordinate written requests of items placed on the agenda with the mayor;
- G. Prepare research and analysis of legislative issues for city council review as requested by the city council, including:
 - 1. Bill tracking of state legislative issues during the session and throughout the year;
 - 2. Local municipal issues;
- H. The director of legislative affairs shall have the same right as all other director-level positions to access the city attorney;
- I. Regularly review this code to identify the timely updating, accuracy, consistency, and coordinate with the city attorney to ensure compliance of the code with federal and state law. Inform the city council of any deficiencies;
- J. Coordinate with the city ~~administrator~~manager for a regular (at least every two years) city council review of the priorities and implementation strategies of the city master plans. Recommend a schedule for review and amendment of the following plans according to staff recommendations:
 - 1. General plan;
 - 2. Future land use plan;
 - 3. Transportation master plan;
 - 4. Bike and pedestrian master plan;
 - 5. Parks and open space master plan;
 - 6. Facilities master plan;
 - 7. Annexation plan;
- K. Create and maintain the legislative priorities list as adopted/amended by the city council in its regular council meetings;
- L. Track overlay zones and ensure that they are reviewed by the city council at least once every four years;

M. The director of legislative affairs shall report to the city ~~administrator~~ manager who shall be responsible to ensure the director of legislative affairs is performing their duties as outlined in the legislative priorities list and this chapter;

N. Perform other duties, under the direction of the city ~~administrator~~ manager, as adopted by the city council; the city ~~administrator~~ manager may propose additional tasks to be included on the adopted legislative priorities list, should a lack of work be anticipated.

2.35.010 Public library established.

A. The Eagle Mountain City public library is hereby established as a department of the municipal government of Eagle Mountain City under the supervision of the city ~~administrator~~ manager.

B. The books and materials collection accumulated under the auspices of the city by volunteers acting to establish the Eagle Mountain City public library are hereby designated as under the jurisdiction of the Eagle Mountain City public library.

2.35.020 Advisory board created – Powers and duties – Librarian.

A. There is hereby created an advisory board which shall be known as the Eagle Mountain City library advisory board (referred to herein as the board or the library board). The board shall be comprised of seven individual residents of Eagle Mountain City appointed in accordance with Chapter 2.27 EMMC.

B. Members of the library board shall hold office for a period of three years or until a successor for a member whose term has expired is appointed by the city council. Initial terms for members of the library board shall be staggered to provide that all terms of office do not expire at the same date. To establish staggered terms of office for the initial board, one member shall be appointed for a term of one year, two members of the board shall be appointed for terms of two years and two members shall be appointed for terms of three years.

C. The Eagle Mountain City library advisory board shall conduct its meetings in accordance with the Utah Open and Public Meetings Act and the written documents prepared by the advisory board in its official capacity shall be public documents in their final form.

D. The advisory board shall meet as often as necessary and shall serve without compensation. The advisory board shall review the operations of the city library including the collection of library materials, space for the materials collection, accessibility to the public, staffing and related matters and shall periodically report to the city ~~administrator~~ manager as often as necessary or when specifically requested to do so by the city ~~administrator~~ manager on activities of the board, the library and its needs, and financial information concerning the Eagle Mountain City public library and other matters which the city ~~administrator~~ manager may from time to time define and identify for consideration by the board.

E. All recommendations and proposals from the advisory board shall be forwarded, in writing, to the attention of the city ~~administrator~~ manager for consideration by the city council. The city council may invite the members of the advisory board to meet with the city council at regularly scheduled meetings or special meetings from time to time in compliance with the provisions of the Utah Open and Public Meetings Act.

F. The advisory board shall annually elect one of its members as chair of the library board and the chair of the board shall be the contact agent for the board.

G. The board shall appoint a competent and qualified person to serve as librarian and such other personnel as necessary for the operation of the library. The appointment of a librarian shall be approved by the city council. Competency to serve as a librarian shall be, among other criteria established by the board, state certification as a librarian or not less than five years of direct library experience. Interim appointments, not to exceed two years, may be made for the purpose of finishing certification.

H. Any board member or the librarian may be removed by the city council for misconduct or neglect of duty.

I. Vacancies in the board shall be filled for the unexpired term of office in the same manner as original appointments to the board.

J. The library board shall make rules, not inconsistent with general law, for the governing of the library.

K. The librarian shall provide for the keeping of records required by the State Library Board in its request for an annual report from the public libraries of the state and submit that annual report to the State Library Board. The report to the State Library Board shall be approved by the board before it is released.

2.35.030 Funds.

A. All funds received for the use of the library shall be funds of Eagle Mountain City and are dedicated for the benefit of the library. Each year prior to March 15th the board shall prepare and deliver to the city ~~administrator~~manager a proposed budget in the form required by the city ~~administrator~~manager defining the requested appropriation, anticipated grants, fees and donations, and anticipated expenditures for library operations.

B. Library funds shall be held as required by Utah law and disbursed in accordance with the approved budget under direction of the city ~~administrator~~manager.

3.20.020 Definitions.

Unless the context requires otherwise, the terms used in this chapter shall have the following meanings:

A. "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

B. "Change order" means a written order signed by the city ~~manager~~administrator/designee, directing the contractor to suspend work or make changes, which the appropriate clauses of the contract authorize the city ~~administrator~~manager/designee to order without the consent of the contractor or any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

C. "City" means Eagle Mountain City and all other reporting entities controlled by or financially dependent upon the city council.

D. "City ~~administrator~~manager" means the city ~~administrator~~manager of Eagle Mountain City or an agent of the city ~~administrator~~manager designated to perform the functions of the city ~~administrator~~manager described in this chapter.

E. "Contract" means a written agreement for procurement for the delivery or disposal of supplies, services, equipment, or construction.

F. Designee. The deputy city ~~administrator~~manager, assistant city ~~administrator~~manager or a department head may be authorized as designees to perform certain assigned duties as directed and assigned by the city ~~administrator~~manager.

G. "Invitation for bids" means solicitation of competitive sealed bids for procurement of professional and nonprofessional services, equipment, and supplies. Including all documents, whether attached or incorporated by reference, used for soliciting bids. An invitation for bids should be used as determined by the city when the city is capable of specifically defining the scope of work for which the services, supplies, and equipment are required, or when the city is capable of establishing precise specifications defining the actual commodity or group of commodities required.

H. "Lowest responsive responsible bidder" means the lowest bidder who has substantially complied with all prescribed requirements, has submitted the bid in good faith, has a history of fully performing work at the bid price, has demonstrated a history of quality performance of previous services, has proven the ability to provide future maintenance and service, and has not been disqualified as set forth herein.

I. "Person" means any business, individual, union, committee, club, other organization, or group of individuals.

J. "Procurement" means buying, purchasing, renting, leasing, leasing with an option to purchase, or otherwise acquiring any supplies, services, equipment, or construction.

K. "Professional services contract" means a contract for services performed by an independent contractor in a professional capacity who produces a service predominantly of an intangible nature that requires specialized knowledge, expertise, and discretion. These services include, but are not limited to accounting, auditing, architecture, banking, insurance, engineering, appraisal, legal, court reporter, medical, education, research, consulting, and other services where the professional qualifications of the contractor are of prime importance.

L. "Public utilities equipment and supplies" means equipment and materials purchased by the public works department that are used in the regular course of supplying public utilities. "Public utilities equipment and supplies" does not include any purchase that includes, in whole or in part, labor (not including freight or delivery), services, vehicles or machinery.

M. "Purchase" means the acquisition of goods acquired by contract, purchase order, check request, credit card, or service request for nonprofessional services, professional services, building improvements, equipment, and supplies in a single transaction such that payment is made prior to receiving or upon receipt of the goods or services.

N. "Purchasing limits" means the respective values stated within each purchasing limit for minor purchases, small purchases, medium purchases, and large purchases.

O. "Request for proposals" means solicitation of competitive sealed proposals for procurement of professional and nonprofessional services, equipment, and supplies. This includes all documents, whether attached or incorporated by reference, used for soliciting proposals. The request for proposals should be used when there may be a need for price and service negotiations, there may be a need for negotiations during the performance of a contract, whether the relative skill and expertise of the offeror needs to be evaluated, whether costs are secondary to the characteristics of the product or nonprofessional service sought, and whether the conditions of the service, product or delivery conditions are unable to be sufficiently described in the invitation for bids.

P. "Sealed bids" means written proposals from persons or entities offering to contract with or to sell to the city which are received sealed and to be opened after the deadline for receipt of bids as defined in an invitation to bid.

Q. "Sole source" means goods or service for which there is only one source for the procurement item. Circumstances under which there is only one source of a procurement item may include:

1. Where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service;
2. Where a procurement item is needed for trial use or testing;
3. Where transitional costs are unreasonable or cost prohibitive; or
4. Where reasonably equivalent goods or services are not available from any other source.

3.20.030 General policy.

A. All city purchases and contracts for goods and services shall be subject to this chapter unless specifically exempted.

B. No contract or purchase shall be so arranged, fragmented, or divided with the purpose or intent to circumvent this chapter.

C. Reasonable attempts shall be made to publicize anticipated purchases or contracts to known vendors, contractors, and suppliers.

D. When it is advantageous to the city, annual contracts for services and supplies regularly purchased should be approved.

E. All contracts for services shall be approved as to form by the city attorney.

F. The city ~~administrator~~manager/designee may recommend to the city council additional policies and controls for adoption which are consistent with the approval mechanism set forth in this chapter.

G. Conflicts of Interest. It is unlawful for any elected official, officer, or employee to actively participate in the awarding of a contract from which he/she will directly benefit or derive any income from any business entity, without fully disclosing any interest he/she has therein and/or to violate state or federal law concerning conflict of interest.

H. Change Orders.

1. The completion and issuance of a change order or execution of a contract amendment shall be required if any alteration to, amendment of, or deviation from an awarded purchase order or contract as to scope, cost, time for completion, material, equipment, or services furnished as part of the purchase order or contract, or any alteration to, amendment of, or deviation from the nature of work to be performed.
2. Change orders shall not be issued as a means to add or complete an additional project or a portion of another project outside of the originally defined project or scope of work defined in the proposal, bid or contract unless approved by city council.
3. A city department head is authorized to approve change orders to a contract when the total amount of all such change orders is not exceeded by more than the lesser of 10 percent of the contract price or \$25,000, provided the overall project budget is not exceeded, and city council is notified of the change order.
4. The city ~~administrator~~ manager is authorized to approve change orders to a contract when the total amount of all such change orders is not exceeded by more than the lesser of 10 percent of the contract price or \$75,000, provided the overall projected budget is not exceeded, and city council is notified of the change order.
5. The city council must approve change orders to a contract when the total amount of all such change orders exceeds more than the lesser of 10 percent of the contract price or \$75,000, provided the overall projected budget is not exceeded; however, a budget amendment may be approved by the city council to allow for an increase in the budget.
6. The city ~~administrator~~ manager/designee may require a change order of any amount and from any department to come before the city council for approval.

I. Contingency. Upon city council approval, a contingency amount determined by city council may be added to the bid award amount to cover unknown conditions, errors, and omissions.

3.20.040 Purchasing authority.

The purchasing agent shall administer the purchasing system provided by this chapter and shall function as the chief procurement officer for the city, perform the duties concerning purchasing and be responsible for the following:

- A. Ensure that all purchases for services comply with this chapter.
- B. Negotiate and recommend execution of contracts for the purchase of supplies, equipment, and contractual services.
- C. Review and approve purchases of the city.
- D. Seek to obtain as full and open competition as possible on all purchases.
- E. Establish necessary additional procedures for the efficient and economical management of the contracting and purchasing functions authorized by this chapter. Such procedures shall be in writing and on file in the city recorder's office as a public record.
- F. Maintain accurate and sufficient records concerning all city purchases and contracts for services.
- G. Maintain a bidders list, vendors catalog file, or other records needed for the efficient operation of the purchasing procedures, including vendors who have made themselves known to the city and are interested in soliciting city business.

H. Purchasing preferences may be given to businesses within Eagle Mountain City if they are responsive responsible vendors, offer a fair price, and satisfy all requirements of the purchase.

I. Recommend to the city and city council new or revised purchasing requirements as are deemed desirable and in conformance with other statutory requirements concerning amendments to this chapter.

J. In the absence of the city ~~administrator~~manager, the deputy city ~~administrator~~manager shall be authorized to fulfill the duties of the city ~~administrator~~manager with respect to any contract, purchase or payment that requires immediate action or execution. In the absence of both the city ~~administrator~~manager and the deputy city ~~administrator~~manager, the assistant city ~~administrator~~manager shall be authorized to fulfill those duties. The deputy city ~~administrator~~manager or assistant city ~~administrator~~manager as the case may be shall promptly notify the city ~~administrator~~manager of any actions taken in his or her absence.

3.20.050 Minor, small and medium purchases.

The following guidelines and approvals are required for all purchases unless otherwise exempted in this chapter:

Minor purchases:	\$5,000 or less
Small purchases:	\$5,000.01 – \$15,000
Medium purchases:	\$15,000.01 – \$75,000

A. Minor Purchases. Any minor purchase in the total amount of \$5,000 or less may be made or approved by:

1. An employee authorized by their department head.
2. Minor purchases shall not require bids or quotes of any type but are subject to the general purchasing policy indicated in EMMC 3.20.030.
3. No purchase shall be contracted for, or made, unless funds sufficient to cover the purchase have been budgeted, appropriated by the city council, and are available within the department's approved budget for the years in which the funds are to be expended.
4. Approval of a budget by the city council that includes amounts for the acquisition of nonprofessional services, professional services, building improvements, equipment, and supplies includes authorization to approve a contract for such services, improvements, equipment and supplies and authorization to make payment to the contractor or vendor in the amount budgeted, provided the services and supplies are acquired as set forth in this section and do not exceed budgeted amounts.

B. Small Purchases. Any small purchase in the total amount equal to or more than \$5,000.01 but less than \$15,000 must be made or approved by:

1. The department head; or
2. The city ~~administrator~~manager/designee.
3. Small purchases shall require three informal documented electronic, verbal, or written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.
4. The city ~~administrator~~manager/designee may approve a purchase or expenditure without the required price quotes if the city ~~administrator~~manager/designee determines that there are not three additional vendors or suppliers of such items.
5. No purchase shall be contracted for, or made, unless funds sufficient to cover the purchase have been budgeted, appropriated by the city council, and are available within the department's approved budget in the years in which the funds are to be expended.

6. Approval of a budget by the city council that includes amounts for the acquisition of nonprofessional services, professional services, building improvements, equipment, and supplies includes authorization to approve a contract for such services, equipment and supplies and authorization to make payment to the contractor or vendor in the amount budgeted, provided the services and supplies are acquired as set forth in this section and do not exceed budgeted amounts.

C. Medium Purchases. Any medium purchase in the total amount equal to or more than \$15,000.01 but less than \$75,000 must be made or approved by:

1. Both the department head and the city ~~administrator~~manager/designee.
2. Medium purchases shall require a minimum of three formal documented written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.
3. The city ~~administrator~~manager/designee may approve a purchase or expenditure without the required price quotes if the city ~~administrator~~manager/designee determines that there are not three additional vendors or suppliers of such items.
4. No purchases shall be contracted for, or made, unless funds sufficient to cover the purchase have been budgeted, appropriated by the city council, and are available within the department's approved budget in the years in which the funds are to be expended.
5. Approval of a budget by the city council that includes amounts for the acquisition of nonprofessional services, professional services not listed below, building improvements, equipment, and supplies includes authorization to approve a contract for such services, equipment and supplies and authorization to make payment to the contractor or vendor in the amount budgeted, provided the services and supplies are acquired as set forth in this section and do not exceed budgeted amounts. The following professional services must be approved by the city council: auditing, attorneys, architectural services for city facilities, branding, government relations, and consulting services for the development of master plans and the general plan.
6. Purchases involving any type of service provided by the vendor for infrastructure improvement on city property shall require a contract and/or other documentation to be signed and filed prior to the work being performed.

D. Utility Purchases. Any purchase for public utilities equipment and supplies in the total amount of more than \$15,000.01 but less than \$125,000 shall be made or approved by the department head and city ~~administrator~~manager/designee and shall require a minimum of three formal documented written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.

E. Construction Projects. Any purchase for an individual construction project for direct construction costs, including design and allowable furniture or equipment costs in the total amount of more than \$15,000.01 but less than \$125,000 shall be made or approved by the department head and city ~~administrator~~manager/designee and shall require a minimum of three formal documented written price quotes unless specifically exempt from the competitive bidding requirements of this chapter.

F. For purposes of determining the estimated total price of a contract for nonprofessional services, equipment, or supplies, that would commonly be considered a single purchase shall not be subdivided into component parts to avoid authorization limits.

3.20.070 Exemptions.

The following transactions are exempt from the competitive bidding requirements of this chapter. The city ~~administrator~~manager/designee shall determine whether or not a particular contract or purchase is exempt under the following criteria:

A. Grants, Gift, or Bequest. When the provisions of this chapter would prevent the city from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law. The city may expend the

funds upon city council direction and approval in the manner consistent with the wishes and objectives designated by the donor or grantor.

B. State and Federal Funds. When any purchase or encumbrance is made with state or federal funds and the applicable state or federal laws or regulations are in conflict with this chapter to the extent that following the provisions of this chapter would jeopardize the use of those state or federal funds, such conflicting provisions of this chapter shall not apply and the city officials making such purchases shall follow the procedure required by the state or federal laws or regulations.

C. Emergency Purchases. Emergency purchases are those purchases which require prompt execution of the contract because of an imminent threat to the safety or welfare of the public, or public or private property; circumstances which place the city or its officers and agents in a position of serious legal liability; or circumstances which are likely to cause the city to suffer financial harm or loss, the gravity of which clearly outweighs the benefits of competitive bidding in the usual manner. The city ~~administrator~~ manager shall notify the city council of any emergency contract which would have normally required their approval at the next regularly scheduled city council meeting.

For the purposes of this section, an emergency is a condition or situation which creates an immediate threat to public health, safety, or welfare. Examples of conditions or situations which may constitute emergencies include but not limited to earthquakes, floods, terrorist attacks, wars, epidemics, recession, riots, road failures, utility failures, structure failures, and equipment failures.

D. Municipal Buildings Authority Act. Projects which are acquired, expanded, or improved under the Municipal Buildings Authority Act.

E. Sole Source Procurement. Purchases from vendors or suppliers who are a sole source of the goods or services under procurement.

1. Sole source procurement may be used if the city ~~administrator~~ manager/designee determines that a service, product, or requirement is reasonably available only from a single supplier or contractor.
2. The justification for sole source procurement shall be included in the procurement documentation. The city ~~administrator~~ manager/designee may establish policies governing the negotiation of sole source procurements.
3. Contracts for procurement of equipment which may be more efficiently added to, repaired, or maintained by a certain product brand, person, or firm, by reason of the training of city personnel who service such equipment, or because the equipment is addition to or for the repair or maintenance of equipment already owned by the city.
4. For any sole source procurement that is a large purchase, notice of the sole source procurement shall be published at least 10 days before the approval of purchase.

F. State Contracts. Purchases from state or local surplus property agencies or entities or purchases from entities under state-awarded equipment contracts.

1. State Division of Purchasing Contracts. Purchases made through the cooperative purchasing contracts administered by the State Division of Purchasing shall not require bids or quotes of any type.
2. Cooperative Procurements. The city may make purchases through a cooperative procurement with a public entity inside or outside the state, another state, a cooperative purchasing organization, nonprofit cooperative organization, or, as permitted under federal law, an agency of the federal government all of which shall not require bids or quotes of any type.

G. Professional Service Agreements. Shall not be subject to the competitive sealed bidding requirements of this chapter however, medium, and large professional service agreements (\$15,000.01 and above) must be approved by the city council and/or city ~~administrator~~ manager as follows. The city council must approve the following professional service contracts which are medium or large purchases: auditing, attorneys, architectural services for city facilities, branding, government relations, and consulting services for the development of master plans and the

general plan. Any professional service contracts which are medium or large purchases which are not included in the above-listed categories, may be awarded at the discretion of the city ~~administrator~~[manager](#).

1. Professional service contracts shall be awarded based on evaluation of services needed, ability of the contractors, professional qualifications, experience, ability to meet the city's specific service requirements, uniqueness of the service, cost of service, general performance of the contractor, and other criteria deemed important.
2. The lowest quote need not necessarily be the successful contractor. Usually, emphasis will be placed on quality, with cost being the deciding factor when everything else is equal.

H. Library Purchases. The purchase of library books, records, tapes, films, publications, periodicals, and subscriptions are specifically exempted from competitive bidding requirements, but the city shall make a good faith effort to obtain the best price possible for these purchases.

I. Auction, Closeout, Bankruptcy Sales. If the city ~~administrator~~[manager](#)/designee determines that supplies can be purchased at any public auction, internet auction, closeout sale, bankruptcy sale or other similar sale, and if the city ~~administrator~~[manager](#)/designee finds that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or contracts may be let or the purchase made, without complying with the competitive bidding requirements of this article.

J. Exchanges. Exchanges of supplies between the city and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.

K. Utah Correctional Industries Division. Goods and services produced by the Utah Correctional Industries Division may be purchased from the Utah Correctional Industries Division without following any of the bidding requirements set forth herein.

L. Unsuccessful Competitive Sealed Bidding. If the bids received in response to a competitive sealed bid process are not timely and responsive proposals, unreasonable, noncompetitive, or in excess of available funds, the city may procure the needed goods or services from any source and in any legal manner which is determined to be in the best interest of the city.

M. Negotiation of Bids. Where a bid exceeds available funds and time or economic considerations preclude re-solicitation of work or purchase of a reduced scope or quantity, the city ~~administrator~~[manager](#)/designee may negotiate an adjustment of the bid price, including changes in the bid requirements in order to bring the bid within the amount of available funds.

N. Contract Extension. The city may provide an extension of contract with a firm currently providing service to the city if the city council approves an extension rather than a bid process, it is in the best interest of the city and it does not exceed a total period of five years.

O. Used Supplies. The city may acquire used supplies without following formal purchasing procedures if the city ~~administrator~~[manager](#)/designee determines that there is an established market price for the used supplies and that it is beneficial for the city to acquire the used supplies.

P. Ongoing Construction Work. If a contractor has been hired to work in a given area by a person or entity other than the city and if the city has work that needs to be completed in the area, and if the city ~~administrator~~[manager](#)/designee determines that there is an established price for the type of work that the city needs completed and that the city can save on mobilization costs by hiring the contractor that is already in the area, then the city may negotiate with and contract directly with the contractor without following formal purchasing processes.

Q. Projects Performed by City Employees. City employees may be used to complete city public improvement projects, provided that the city complies with state statutory requirements governing contracts for municipal public improvements and public improvement projects are approved by the city ~~administrator~~[manager](#).

3.20.100 Prequalification and disqualification of bidders.

A. The city may require prequalification of vendors and bidders.

1. All vendors and bidders shall fill out the city's vendor application, submit a current W9, and any other documentation selected for use in the vendor application by the city.
2. If there has been any substantial change of conditions or circumstances which would make any statement contained in the vendor application no longer applicable or untrue, the vendor must notify the city and update the vendor's information.
3. If an applicant does not qualify, written notice to the applicant is required stating the reasons the vendor application was denied and informing the applicant of the right to appeal the decision within five business days after receipt of the notice.
4. Upon discovering that a prequalified party is no longer qualified, the city may revoke qualification by sending notification of the revocation to the party subject to the revocation. The notice shall state the reason(s) for revocation, and that the revocation will be effective immediately.

B. A vendor or bidder may be disqualified if:

1. The vendor or bidder does not have sufficient financial ability to perform the contract (EMMC 3.20.120).
2. The vendor or bidder does not have equipment available to perform the contract (EMMC 3.20.120).
3. The vendor or bidder does not have key personnel available, of sufficient experience, to perform the contract (EMMC 3.20.120).
4. The vendor, bidder or person has repeatedly breached contractual obligations with public and private agencies (EMMC 3.20.120).
5. The vendor or bidder fails to comply with the requests of an investigation by the city ~~administrator~~manager/designee.

3.25.010 Disposal of surplus personal property.

A. No city-owned personal property, except personal property that is consumed in normal operations, shall be disposed of or released to ownership by anyone other than the city, unless the transaction is in compliance with this chapter.

B. Whenever city-owned personal property is surplus, unused, obsolete, unsuitable or otherwise no longer needed, the department head having control of such property shall promptly notify the city ~~administrator~~manager or a designee. The city ~~administrator~~manager or a designee shall then notify other city departments of the availability of such property. The city ~~administrator~~manager or a designee shall supervise the transfer of such property to the department requesting the property and adjust the city inventory control to document the transfer. If no use can be made of the property or is expected to be made within the reasonably foreseeable future, the property shall be disposed of as provided below.

C. Personal Property Exceeding \$2,000. The city ~~administrator~~manager or a designee shall prepare and present a listing to the city council of all city-owned personal property with an estimated value of equal to or exceeding \$2,000 which is deemed no longer needed by the city and which can be declared surplus by resolution of the city council. The city ~~administrator~~manager or a designee shall proceed to sell such surplus property based on the highest and best economic return to the city. The highest and best economic return to the city, as referred to above, shall be determined by one or more of the following methods: (1) advertised competitive bid; (2) evaluation by a qualified and disinterested appraiser; (3) other professional publication and valuation service; or (4) an informal market survey by the city ~~administrator~~manager or a designee. The city ~~administrator~~manager shall determine the best forum for the sale of the personal property so long as a notice of the sale has been posted in three public places 10 days prior to the event. Monetary proceeds from the sale or other disposition of such property pursuant to this section shall be credited to the general fund.

D. Personal Property Below \$2,000. All personal property with value of \$2,000 or less as estimated by the city ~~administrator~~manager or designee may be disposed of at the discretion of the city ~~administrator~~manager or a designee with consent of the mayor after compliance with subsection B of this section. Disposal of personal property

may include, but is not limited to, donating property to charity, or transferring property to a salvage or junk yard, or landfill.

3.30.060 Significant land disposal.

Any person wishing to purchase a parcel of “significant real property” may submit an application to the office of the city recorder requesting that the city consider disposing of a parcel of significant real property. The application shall include a map and legal description (or a parcel number for a subdivided parcel), and may include such information as the applicant’s proposed use of the parcel, the availability of access and utilities, unique conditions of the parcel, or an estimate on the value of the property. The application shall be reviewed by each city department and the city ~~administrator~~manager. The city council shall hold a public hearing to consider the possible disposition of the property after providing written notice of the application and the date of the required public hearing on the application to all adjoining landowners as provided in EMMC 3.30.020(B), and after 14 days’ published notice of the application for disposal. The applicant shall be required to pay compensation to the city to reimburse the city for the cost of processing the application and all notices. If the city council determines that the disposal may be appropriate, the city council shall determine the best method to dispose of the property to maximize the value to the city, such as retaining a real estate professional to market and sell the property, auctioning the property, or direct sale to the applicant. The city council may also condition the disposition of the property on such factors as a minimum sale amount, specific uses that benefit the city or surrounding area, or other factors that the city council deems appropriate.

7.05.030 Definitions.

Specific terms used in this chapter are defined as follows:

“City” means Eagle Mountain City, a municipal corporation of the state of Utah.

“Park” means a land parcel in the ownership or under the control of the city for the use of the general public, whether landscaped or otherwise improved. Parks include special recreation facilities such as the Silver Lake Amphitheater, skate park or bike park, field facilities for sports, group entertainment or other areas improved with informal play equipment or for individual recreation, water-based recreation or as trails. A park may consist solely of a single-purpose facility such as the Silver Lake Amphitheater, skate park or bike park.

“Recreation” means leisure activity for the purpose of relaxation, entertainment or physical or mental exercise.

“Recreational facilities” means all parks, open space and other specifically planned single-purpose facilities and areas and trails under the ownership or supervision of the city intended for recreation.

“Smoking” means:

1. The possession of any lighted or heated tobacco product in any form;
2. Inhaling, exhaling, burning, or heating a substance containing tobacco or nicotine intended for inhalation through a cigar, e-cigarette, cigarette, pipe, or hookah; or
3. Using an oral smoking device intended to circumvent the prohibition of smoking in this chapter.

“Special events” means group-sponsored activities requiring approval of an application for reservation of specific park areas, trails, roadways or single-purpose facilities.

“Supervisory authority” means the city ~~administrator~~manager or designee of Eagle Mountain City.

“Trail” means a developed path for walking, running or bicycling.

7.05.040 Permits, regulations and use requirements.

A. The city may approve special event applications or use application reservation requests submitted by private parties for park facilities or events requiring specific park areas or other city-owned properties which will permit exclusive park facility or trail or property use for private individuals and groups sponsoring special events. An application for a reservation for a group-sponsored use or for group-sponsored special events shall be filed in writing with the city on forms approved by the city. Uses by the city for recreation programs or city-sponsored special

events have priority over privately sponsored group uses or events in cases of conflicting requests for specific facilities or specific park areas. Approved reservation uses or special event applications for group-sponsored events must conform to the application special park use guidelines and the provisions of this title. Group-sponsored uses and activities include entertainment events, association and club activities, family reunions, privately sponsored ticketed events and political activities and other activities not sponsored by the city. Applicants for special events permits or reservations of facilities for exclusive use shall make an adequate security deposit with the city to secure payment to the city to reimburse the costs to the public for such events. Deposits shall be paid before approval of each application and shall be calculated based on the reasonable costs for emergency services, sheriff's personnel, city supervision of uses and clean-up and repair of city facilities.

B. Hours of Use. Parks in the city are closed overnight each day from 10:00 p.m. to 6:00 a.m. Trails are closed overnight each day from 10:00 p.m. to 6:00 a.m.

No person shall be permitted in parks, either on foot or in any type of vehicle or conveyance, during the hours a park or trails are closed.

C. Motor Vehicle Restrictions.

1. It is unlawful to operate or drive any motor vehicle within any park or recreation area at an unsafe speed or otherwise in excess of a posted speed limit.
2. No motor vehicles may be driven within a park or on a trail, other than in those areas specifically designated and posted for that particular purpose. This prohibition shall not apply, however, to motorized or self-propelled equipment used within a park by park officers or employees for transportation or that is used for maintenance and service of park facilities. Public safety, wheelchairs for persons with disabilities and emergency vehicles are exempt from this prohibition.
3. "Motor vehicles" shall include, but shall not be limited to, such vehicles as automobiles, trucks, tote goats, motorcycles, motor bikes, snowmobiles, ATVs, and any and all other self-propelled mechanical vehicles. No motor vehicle, even though operated within the speed permitted and in or on the places provided for such vehicles, shall be operated in a careless or reckless manner within a park area.

D. Business Vehicles. No person shall drive or have any vehicle, truck, wagon, cart or motor vehicle, carrying or being regularly used or employed in carrying commercial supplies or goods, merchandise, lumber, machinery, oil, manure, dirt, sand, soil or any offensive article or material in a park, except as may be specifically provided or designated for such use.

E. Bicycles Permitted. Bicycles may be operated and used anywhere within park areas across grass surfaces or any place where such use will not damage the facilities, landscaping or decoration of a park, except in areas where bicycles are specifically prohibited. Bicycles shall not be operated in a careless or reckless manner.

F. Snowmobiles Permitted in Certain Areas. Snowmobiles may be permitted to drive within park areas, but only at places which have been specifically designated for such use, when the weather conditions permit operation without damage to improvements, landscaping or other facilities.

G. Paths, Trails and Roads. When a public trail, path or road within a park is designated for any single specific purpose or purposes, such as an equestrian trail, bicycle path or other use, the designated trail may only be used for the specific purposes designated or for incidental uses in connection therewith that are necessary to accomplish the use permitted.

H. Animals Prohibited – Exceptions.

1. Except as provided in this provision, no person shall lead or allow any of the bovine species, or any horse, mule, goat, sheep, swine, dog or cat, at any time within a park, unless it is regulated as in subsection (H)(4) of this section. This subsection shall not prohibit horses that may be led, driven or ridden on specifically designated equestrian trails or equestrian parks.

2. This subsection shall not prohibit the walking of dogs, licensed in accordance with state and city laws, in public parks if the dog is leashed or under the control of the owner, and the owner takes responsibility for cleanup of any waste or damage caused by the dog.
3. The city may designate on a case-by-case basis those times where the provisions of this subsection shall be suspended for a special event.
4. The following regulations and limitations shall apply in all dog park areas:
 - a. Dog park areas are open from dawn until dusk.
 - b. Use of any dog park area by a responsible person and their dog(s) shall constitute implied consent of the responsible person to all of the conditions set forth in this section, a waiver of liability benefiting the city, and an agreement and undertaking to protect, indemnify, defend and hold the city harmless for any and all injury or damage caused by a responsible person's dog during any time that the dog is in the dog park area.
 - c. All responsible persons shall, at all times, take all reasonable precautions to prevent their dog(s) from biting, attacking, or attempting to bite or attack any person or dog. A responsible person shall immediately remove their dog from the dog park area if it bites, attacks, or attempts to bite or attack any person or dog. A responsible person whose dog is bitten or attacked shall immediately remove their dog from the dog park area.
 - d. It shall be unlawful for any responsible person in a dog park area to not immediately pick up and properly dispose of the feces of the dog(s) for which they are responsible. Proper disposal shall include the placement of such feces in a bag or other container and its disposal in a waste container.
 - e. All responsible persons using a dog park area shall have a leash in their possession or reasonably accessible at all times for each of their dog(s) in the dog park area. Leashes shall be worn by the dog(s) at all times the dog(s) is(are) not in the dog park area. All responsible persons shall maintain control over their dog(s) at all times whether leashed or unleashed.
 - f. Dog handlers shall be at least 16 years of age or older.
 - g. No person shall place an aggressive dog, of any breed, in a dog park area even if such dog is on a leash.
 - h. Dogs shall be under voice control while in dog park areas.
 - i. No person shall place or allow to be placed a dog that is sick or in heat in a dog park area. Dogs under the age of four months are prohibited in all dog park areas.
 - j. All dogs shall be vaccinated for rabies, parvovirus, distemper, and bordetella and be legally licensed prior to use of any dog park area.
 - k. Glass containers are prohibited in all dog park areas.
 - l. A responsible person shall stop their dog(s) from digging in a dog park area and shall repair all damage that occurs.
 - m. One gate shall be securely closed before the second gate is opened.
 - n. Dogs over 25 pounds are prohibited in the small dog area.
 - o. Agility components within dog park areas are for dog use only.
 - p. Children under 16 years of age shall be accompanied and supervised by an adult at least 18 years of age while in a dog park area.

q. Any violation of this section shall be subject to an administrative citation in accordance with Chapter 4.10, EMMC Administrative Code Enforcement Procedures.

I. Animal Control. No person shall ride or drive any horse or animal, permitted within a park in accordance with subsection H of this section, which is not well broken or under the control of the driver or rider within a park area.

J. Tethering Animal to Tree or Structure Prohibited. No person shall hitch or fasten any horse or other animal to any tree or any other place or structure within a park not especially designated and provided for such purpose.

K. Interference with Animals or Fowl Prohibited. No person shall annoy, injure, release from confinement, or in any manner interfere with any swan, duck, goose, bird or any other animal in a park.

L. Hunting and Fishing. No person shall engage in hunting or fishing in any park or open space.

M. Swimming or Wading. No person within a park shall swim, bathe or wade in the water of any fountain, pond, lake or stream not set aside for the purpose of recreation. No person shall pollute the water of any fountain, pond, lake or stream.

N. Separate Restroom Facilities. No person over six years of age shall enter or use any water closet designed for members of the opposite sex at a recreational or park facility.

O. Concession Stands. Before any concessions shall be permitted, a license or permit shall be approved and purchased from the city.

P. Distribution of Advertising Material. No person shall distribute any handbills or circulars, or post, place or erect any bills, notice, paper or advertising device or matter of any kind on or at a recreational or park facility, except such advertising as may be authorized in writing by the city.

Q. Games Restricted to Designated Areas. No person shall engage in any group play or game within a park except in such place as shall be specifically designated or designed for group play or games.

R. Camping. No person shall camp or lodge in any park or playground, except in places specifically designated and set apart for that purpose.

S. Littering Prohibited. No person shall discard, throw or deposit any bottles, tin, tin cans, broken glass, nails, tacks, crockery, wire, paper, clothes, scrap or sheet iron, boxes, lumber, stone, grass clippings, rubbish or garbage on the property of a recreational or park facility, except in designated garbage cans or receptacles. No person shall carry garbage or refuse to a park for purposes of disposal.

T. Fires – Permit Required – Designated Area. No person shall make or kindle a fire within a park for any purpose unless such person receives a prior permit or authorization to use a designated area that has a fireplace or other facility specifically designed for that purpose.

U. Firearms and Explosives Prohibited – Exceptions. No person within a park shall discharge any firearms, or carry or discharge any firecrackers, rockets, torpedoes, powder, or any other fireworks or explosives, except as authorized by the city or persons who have obtained a special permit from the city manager:

1. To put on a fireworks show, in which event the person conducting the display shall be trained in fireworks pyrotechnics; or
2. To operate a special event involving firearms. This prohibition is inapplicable to law enforcement personnel while they are engaged in the execution of their official duties.

V. Noise Restrictions. No person may play or cause to be played amplified sound or music in a park without prior written approval by the city ~~administrator~~ [manager](#) or person exercising supervisory authority over a park area. Such permission may be denied where it is the reasonable belief of the city ~~administrator~~ [manager](#) or supervisory

authority that such sound or music would disturb the peaceful enjoyment of park facilities by other members of the public or annoy residents neighboring park facilities.

W. Boisterous Conduct Prohibited. No person shall engage in fighting or indulge in riotous, boisterous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on or at a recreational or park facility.

X. Illegal Drugs Prohibited. No person shall possess or use any illegal drugs within a park.

Y. Alcohol Prohibited. No person shall possess or use any alcoholic beverages within a park.

Z. Smoking Prohibited. No smoking shall be allowed within the confines of a park area except in specially designated areas.

AA. Unauthorized Assembly. City parks, trails and recreation facilities are classified as a limited public forum. No person shall conduct or carry on any group event, celebration, parade, service or speech-making in a park without first obtaining permission from the supervisory authority.

BB. Defacing or Destruction of Property. No person shall cut, break, remove, injure, deface, destroy or disturb any improvement, wood, turf, grass, soil, sand, gravel, tree, shrub, plant, rock, building, cage, pen, monument, fence, bench or other structure, apparatus or property, or cut, take or remove any shrub, bush, plant, flower, or mark or write upon any building, monument, fence, bench or other structure located in or on a trail or park.

12.20.010 Allowed – Proposal contents.

Alternative street name signs may be used in Eagle Mountain City in conformity with the provisions of this chapter. A master developer and/or a major development applicant may act as a sponsor for an alternative street name sign proposal to the city. Each proposal for alternative street name signs shall be received in writing by the city ~~administrator~~ manager together with a graphic depiction of the proposed alternative street name sign, a street plat showing the proposed location of each alternative street name sign, and a description of the proposed materials, colors and installation standards proposed by the alternative street name sign sponsor.

12.25.040 Site evaluation by city engineer.

Upon receipt of an application from a citizens' group proposing adoption of a specific street segment, public trail, open space, or other public property, the city engineer shall evaluate the proposed site and determine whether or not the site is suitable for the citizen activities proposed in the application. The city engineer shall report to the city ~~administrator~~ manager with a recommendation to accept or deny the application.

12.30.040 Conditions for issuing a license.

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

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

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

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

C. Separate enclosed toilets for males and females, meeting all state and local specifications, conveniently located throughout the grounds, sufficient to provide facilities for the maximum number of people to be assembled at the

rate required by Utah state law. All portable toilets shall be serviced and pumped out within 48 hours of conclusion or closing of the public assembly;

D. A sanitary method of disposing of solid waste, in compliance with state and local laws and regulations, sufficient to dispose of the solid waste production of the maximum number of people assembled at the rate of at least two and one-half pounds of solid waste per person per day, together with a plan for holding, collecting and removing all such waste at least once each day of the assembly and sufficient trash cans with tight fitting lids and personnel to perform the task. The applicant shall ensure that all trash and garbage associated with the assembly, to include trash and garbage that has been placed on property not owned by the applicant, is cleaned up within 24 hours of the termination of the assembly;

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

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

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

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

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

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

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

L. For events held on public property, a refundable cash deposit or equivalent bond with the recorder of Eagle Mountain City to cover any cost incurred in cleaning up any waste material produced or left by the assembly based on the maximum number of anticipated attendees as follows:

30 – 75 = \$300

75 – 200 = \$500

200 – 500 = \$1,500

500 – 2,000 = \$3,000

2,000+ = \$10,000

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

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

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

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

Q. Back-to-back assemblies on subsequent days at the same locations, where over 200 people are in attendance at each assembly, may be unreasonably inconvenient and cost prohibitive to the public as a result of traffic congestion, exhaustion of city law enforcement resources, trash concerns, and the right of residents to a peaceful environment. As such, back-to-back events shall be approved in special circumstances where the applicant can demonstrate to the city council that such assemblies will not be injurious to the health, safety, and general welfare of residents of the area. This provision shall not be construed, nor is it the intent of the city council, to be a prior restraint on speech, but a reasonable time, place, and manner regulation;

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

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

13.05.050 Duties of director.

The director shall be responsible for the Eagle Mountain public works department and all the divisions within said department. The director shall effectively manage the department and shall supervise the directors employed to manage the divisions. Periodically, or as requested, the director shall report to the city ~~administrator~~ manager and Eagle Mountain mayor and city council.

13.05.120 Vicious animals.

The mayor, city ~~administrator~~ manager, or department director may, upon written notice to the resident, owner or the landlord of any property connected to municipal utilities, discontinue service where meters for services cannot be read because of threats of harm to the city employees caused by one or more vicious animals.

13.12.080 Application process.

A. Applications for the installation or collocation of a small wireless facility shall be filed with the city engineer on a form or forms to be furnished by the city engineer.

B. The appropriate application fee shall be paid to the city as set forth in EMMC 13.12.090.

C. Eagle Mountain City shall advise the applicant in writing of its final decision.

D. A pre-application meeting is encouraged prior to submitting an application for small cell wireless facilities. The purpose of the pre-application meeting is to discuss the nature of the proposed deployment, review process and schedule, and application plans, policies, and regulations.

E. Application Time Frame. A final decision shall be issued for applications for small cell wireless facilities within 60 calendar days subject to the following:

1. The city shall supply written notice to the applicant within 30 days of receipt of an application clearly and specifically delineating any missing documents or information.
2. The applicant shall submit any supplemental documentation and information to the city.
3. The city shall then have up to 10 calendar days to notify applicant that the supplemental documentation or information satisfies the city's request.
4. Second or subsequent notices may not specify missing documents or information that were not identified in the original notice of incompleteness.
5. This time frame shall be tolled in cases in which the city determines that the application is incomplete. This time frame may also be tolled by mutual agreement of the applicant and city.

F. The city engineer may, with support of the city ~~administrator~~ manager and city attorney, waive minor variances from the requirements of this chapter and approve applications by administrative review rather than discretionary review.

G. After an application has been approved, the applicant shall obtain any required permits, including right-of-way, excavation or electrical permits, prior to commencing installation or construction of the small wireless facility.

H. Eagle Mountain City may require payment of an additional permit application fee in the event Eagle Mountain City determines, in its sole discretion, that material changes to an application after submission amount to a new application and will materially increase the time and/or costs of the permit review process.

I. A permit from Eagle Mountain City authorizes an applicant to undertake only the activities in the public right-of-way and/or Eagle Mountain City property specified in the application and permit, and in accordance with this chapter and any general conditions included in the permit. A permit does not authorize attachment to or use of existing poles, towers, support structures, or other structures in the public right-of-way that are not the property of Eagle Mountain City; a permittee or provider must obtain all necessary approvals from the owner of any pole, tower, support structure or other structure prior to any attachment or use. A permit does not create a property right or grant authorization to the applicant to interfere with other existing uses of the public right-of-way.

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

K. Applications are public records that may be made publicly available pursuant to Section 63G-2-305, Utah Code Annotated 1953. Notwithstanding the foregoing, the applicant may designate portions of its application materials that it reasonably believes contain proprietary or confidential information as “proprietary” or “confidential” by clearly marking each portion of such materials accordingly, and Eagle Mountain City shall treat the information as proprietary and confidential, subject to Section 63G-2-305, Utah Code Annotated 1953, and Eagle Mountain City’s determination that the applicant’s request for confidential or proprietary treatment of application materials is reasonable. Eagle Mountain City shall not be required to incur any costs to protect the application materials from disclosure, other than Eagle Mountain City’s routine procedures for complying with Section 63G-2-305, Utah Code Annotated 1953.



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 16, 2024

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:	Staff		
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Marcus Draper, Admin

PRESENTED BY:

Marcus Draper

RECOMMENDATION:

Staff recommends the City Council approve an Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings.

BACKGROUND:

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 2.15.110 Electronic Mtgs](#)

[EMMC 2.15.110 - Redlines](#)

ORDINANCE NO. O-____-2024

AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE CHAPTER 2.15.110 ELECTRONIC MEETINGS

PREAMBLE

WHEREAS the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings, as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider amending the Eagle Mountain Municipal Code Chapter 2.15.110 Electronic Meetings.
2. The proposed code described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City on the 16th day of April 2024.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 16th day of April 2024.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham	☐ Donna Burnham
☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark	☐ Melissa Clark
☐ Jared Gray	☐ Jared Gray	☐ Jared Gray	☐ Jared Gray
☐ Rich Wood	☐ Rich Wood	☐ Rich Wood	☐ Rich Wood
☐ Brett Wright	☐ Brett Wright	☐ Brett Wright	☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by_____.

Exhibit A

2.15.110 Electronic meetings.

A. Definitions. As used in this section:

1. “Anchor location” means

a. the physical location where the public body conducting an electronic meeting under Utah Code Section 52-4-207 normally conducts meetings of the public body; or

b. a location other than the location described in Subsection (A)(1)(a) that is reasonably as accessible to the public as the location described in Subsection (A)(1)(a). ~~the physical location from which the electronic meeting originates or from which the participants are connected.~~

2. “Electronic meeting” means a meeting that some or all public body members attend through an electronic video, audio, or both video and audio connection, as provided in Utah Code Section 52-4-207 ~~convened or conducted by a public body by means of a telephonic, telecommunications, computer conference, or other electronic means.~~

3. “Electronic notice” means electronic mail or fax.

4. “Meeting” shall have the same definition as “meeting” in the Utah Open and Public Meetings Act, Utah Code Chapter 52-4.

54. “Monitor” means to:

a. Hear live, by speaker or by other equipment, all of the public statements of each member of the public body who is participating in a meeting; or

b. See, by computer screen or other visual medium, all public statements of each member of the public body who is participating in a meeting.

65. “Participate” means the ability to communicate with all of the members of the public body, either verbally or electronically, so that each member of the public body can hear or see the communication.

76. “Public body” shall have the same definition as “public body” in the Utah Open and Public Meetings Act, Utah Code Chapter 52-4.

87. “Public hearing” means a meeting at which comments from the public will be accepted.

98. “Public statement” means a statement made in the ordinary course of business of the public body with the intent that all other members of the public body receive it.

B. Electronic Meetings Authorized. Any public body of Eagle Mountain City may, by following the procedures and requirements of this chapter, ~~convene and~~ conduct an electronic meeting. A member of the public body participating remotely is included in the calculation of a quorum. The public body convening or conducting an electronic meeting shall:

1. Give public notice of the meeting at the anchor location and otherwise meet the requirements of Utah Code Section 52-4-202;

2. Provide notice of the electronic meeting to the members of the public body at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present; and

3. Provide in the public notice a description of how the members will be connected to the electronic meeting.

C. Procedure for Electronic Meeting.

1. The procedures to be followed at the electronic meeting shall be the same as those followed by the public body in a non-electronic meeting of the public body. The mayor/chair mayor/chair pro-tem shall conduct the meeting and the meeting shall be held pursuant to the agenda posted for that meeting.
2. Prior to commencing the electronic meeting, an electronic link shall be established with all participants and the anchor location. Minutes shall be kept for the meeting in accordance with the requirements of the Utah Open and Public Meetings Act. Following passage of a motion to adjourn, the electronic link shall be terminated and the meeting shall be deemed concluded.
3. The primary anchor location for meetings of the public body shall be City Hall at 1650 E Stagecoach Run, Eagle Mountain, Utah. However, the public body may hold meetings in other anchor locations if the public body complies with the Open and Public Meetings Act. If the meeting is a public hearing, space and facilities will be provided at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.
4. If the meeting is connected telephonically, then a speakerphone will be connected in such a manner that comments made by the members of the public body participating electronically will be broadcast through the public address system at the anchor location. To ensure full participation of each member present, and those participating electronically, members will be given a specific opportunity to make inquiries and participate in the discussion through a roll call method.
5. If a member or members are participating remotely, the audio will be connected in such a manner that comments made by the members participating electronically will be broadcast through the public address system at the anchor location.

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.001	11	City Hall Land Acquisition	Need to prioritize land acquisition for future civic uses, of different types.	High Priority	Schedule	Long Horizon	<2035	4/2/2024	Related to the Facilities Master Plan project. Council would like to move the city hall project forward with more funding, concept plan, etc.	5/16/2023	City Administrator			X		X		
2023.037	12	MIHP re Transfer of Development Rights	Create a program to transfer development rights for moderate income housing.	Secondary Priority	Schedule	In Progress	7/1/2024	1/16/2024	Per MIHP 9.4, Strategy 4. Adopted as a strategy for the MIHP 1/3/2023. Working on drafting the code.	8/15/2023	Draper							
2023.035	14	MIHP re Mortgage Assistance Program	Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality.	Secondary Priority	Schedule	Not Started		12/5/2023	Per MIHP 9.4, Strategy 2. Adopted as a strategy for the MIHP 1/3/2023.	1/3/2023	Strachan							
2023.038	16	MIHP re Planned uses for RDA housing allocation funds	Create a policy or approve a plan that identifies the planned uses for the RDA housing allocation funds that come from economic development projects, in compliance with UCA§17C-1-412.	Secondary Priority	Schedule	In Progress	5/1/2024	4/4/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. LRB are nearing completion of the evaluation of the strategies and finalizing a draft report.	8/15/2023	Berrett					X		
2023.018	21	Transportation Funding	Work with MAG/UDOT/Lehi/Saratoga etc. to promote EMC's transportation funding needs. Specifically, the overpass for Mountain View Corridor and SR73, future funding for Hidden Valley Road.	High Priority	Schedule	Long Horizon	<2030	1/31/2024	Mid-Valley / Hidden Valley road study is on MAG's agenda for approval 2/1/24, along with additional funding for the northern portion of Old Airport Road. SR73 freeway and frontage roads are high priority with UDOT and the Transportation Commission. Cedar Valley Freeway/Highway Study is underway, to be completed by April or May. Staff has monthly meetings with UDOT. Next combined regional City Councils meeting is 5/29/24. This is relevant per EMMC 2.19.030.G.	5/16/2023	Mumford		X		X			
2023.013	21	City-wide Trail Network Plan	Do a trail network plan separate from the bike and pedestrian plan; address power line corridor preservation. Connect trail along wash.	Secondary Priority	Schedule	Long Horizon	7/30/2024	1/31/2024	Interns have obtained GPS data of the trails in the Hidden Valley area of the City. Staff is working on next steps for the off-street trails master plan and will provide updates in the near future as to the status.	5/16/2023	Mumford		X					X
2023.039	21	MIHP re Adopt Land Use ordinance re 10% moderate income housing dedication	Adopt a land use ordinance that requires 10% or more of new residential development in certain residential zones be dedicated to moderate income housing.	Secondary Priority	Schedule	Not Started	12/31/2024	1/31/2024	Per MIHP 9.4, Strategy 5. Adopted as a strategy for the MIHP 1/3/2023. Staff is waiting for updates on the affordable housing plan by LRB consultants before moving forward with this item.	1/3/2023	Mumford					X		
2023.036	21	MIHP re Impact fees for ADUs	Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530.	Secondary Priority	Schedule	In Progress	12/31/2024	1/31/2024	Per MIHP 9.4, Strategy 3; Once per year staff will provide a report to the Council concerning ADU fees. Staff sent a report/memo to the Council in December. If Council wants to pursue reductions to ADU application fees or basement permits, please let us know.	8/15/2023	Mumford							

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.003b	22	Development Code: Military Compatibility Amendment	In 2023, HB265 Sentinal Landscape Amendments, required municipalities and counties to develop a compatible use plan to ensure proposed land uses within a certain distance of military land are compatible with military uses.	High Priority	Do	In Progress	4/30/2024	4/10/2024	Staff prepared code amendments based on last year's HB265 and has followed HB 256 (2024) Military Compatible Land Use Amendment. This item is on the CC agenda on 4/16/2024.	5/16/2023	Larsen						X	
2023.003c	22	Development Code: Mobile Business Regulations	In 2023, HB408 Mobile Business Licensing Amendments, necessitated a review of the code.	High Priority	Do	In Progress	5/16/2024	2/14/2024	HB 408, 2023 is being evaluated by our business license specialist. It deals with the distinction between "Enclosed Mobile Business" and food trucks, carts, etc.	5/16/2023	Larsen						X	
2023.044	22	A review of Conditional Uses in Zoning Code leading to reclassification based on defined specifications.	The goal is to eliminate conditional uses in Commercial Storage, Agriculture, and Industrial zones by adopting defined specifications for such uses. See EMMC 17.38.040, 17.40.020, and 17.40.040, for conditional uses listed in each zone.	High Priority	Do	In Progress	4/30/2024	2/28/2024	Agriculture and Industrial have been to PC, coming to Council in April. Pushing to get Commercial Storage to PC CC in April.	9/19/2023	Larsen						X	
2023.024	22	Neighborhood Residential 1 - Lot Size Distribution	Redo residential zoning to specify housing unit mix. Within the Neighborhood Residential 1 Future Land Use Category there are 3 zones with various lot sizes, developers can propose all smaller size; wants a variety in each development by # of units, not by acreage.	High Priority	Do	In Progress	3/31/2024	4/10/2024	This item received a public hearing and was tabled on 2/6/2024; projected to come back to CC in May.	5/16/2023	Larsen						X	
2024.001 (was 2023.003)	22	General Plan Update	A general plan update has commenced. The project is expected to continue through August 2025.	High Priority	Do	In Progress	8/31/2025	3/28/2024	Staff presented and the council approved a timeline for updating the General Plan on March 6, 2024. It outlines a step by step process culminating in a targeted completion of August 2025. Staff is working on getting estimates from consultants for a few GP related items.	5/16/2023	Larsen		X		X			
2024.001a	22	General Plan Update	Survey Data and Outline to the City Council	High Priority	Do	In Progress	6/30/2024	3/28/2024	Staff is working on getting estimates from consultants for this item.	3/6/2024	Larsen							
2024.001b	22	General Plan Update	Future Land Use Map: Do all designated areas make sense? Consider additional zoning designations (i.e.. separate RC from MF1).	High Priority	Do	In Progress	9/30/2024	3/28/2024	Staff is working on getting estimates from consultants for this item.	3/6/2024	Larsen							
2024.001c	22	General Plan Update	Annexation Policy Declaration: Review and preparation (to be included as an Appendix).	Secondary Priority	Schedule	Not Started	6/30/2025	4/2/2024	Start in July.	4/2/2024	Larsen							
2024.001d	22	General Plan Update	Part 1 (Planning context, community context, framework for the future, decision-making framework)	Secondary Priority	Schedule	Not Started	10/31/2024	3/21/2024	Future	3/6/2024	Larsen							
2024.001e	22	General Plan Update	Part 2 (Land use, Transportation, Open Space, Environment)	Secondary Priority	Schedule	Not Started	1/31/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001f	22	General Plan Update	Part 3 (Housing, Moderate Income Housing, Water)	Secondary Priority	Schedule	Not Started	4/30/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001g	22	General Plan Update	Part 4 (Plan Administration, Best Practices, Appendices)	Secondary Priority	Schedule	Not Started	6/30/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001h	22	General Plan Update		Secondary Priority	Schedule	Not Started	7/31/2025	3/21/2024	Future	3/6/2024	Larsen							
2024.001i (was 2023.028)	22	GP Full Build Out Scenarios	Review and approve General Plan: Schedule targets draft to PC in July 2025; to Council for discussion in July 2025; with goal to adopt in August 2025. As part of the GP process, given zoning and land use maps, determine the city's full build out scenarios? What would we want to change? What roads are needed? How much water is needed?	Secondary Priority	Schedule	Not Started	12/31/2024	3/28/2024	Not started. This item will be evaluated further by staff.		Larsen Trusty			X				

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
20243.001j (was 2023.023 & 2023.049)	24	GP Water Study	Complete a water study to determine how much water is needed in EMC, based on residential and commercial density, balanced with transportation needs. Establish a policy to ensure adequate water is reserved for future commercial uses.	High Priority	Do	Not Started	12/31/2024	3/28/2024	Staff is working on getting estimates from consultants for this item.		Trusty Larsen		X		X	X		
2023.005	22	Establish discontinued zoning ordinances	Establish discontinued zoning ordinances for vested undeveloped expired zones or other antiquated land uses. Use Saratoga Springs' 19.04.09-6 Discontinuation of Office Warehouse Zone as a reference.	Secondary Priority	Do	In Progress	5/31/2024	4/10/2024	An Historic Zones Code Amendment item is expected at the PC meeting on 4/23.	5/16/2023	Larsen					X		
2023.004	22	MDP/MDA Amendment Proposals	Establish criteria for MDP/MDA amendment proposals. Require side by side vesting comparison (may be appropriate for EMMC 16.10.090).	Secondary Priority	Schedule	On Hold	4/30/2024	2/28/2024	Staff has begun work on this issue, but paused briefly because of HB476. We want to make sure we work in harmony with the Utah Code.	5/16/2023	Larsen					X		
2023.015	22	Zone Transition Code	Review Zone Transition Code (17.60.160).	Secondary Priority	Schedule	Not Started	6/30/2024	9/19/2023	This has been assigned to a planner and the research/drafting process is beginning.	5/16/2023	Larsen					X		
2023.025	22	Powerline Corridor Development	We have applications and need to think about how to develop the power corridor and what uses, vegetation, etc., benefit the city.	Secondary Priority	Schedule	In Progress	6/30/2024	1/31/2024	Map all City properties and designate each property with an appropriate designation, along with criteria for which designations could be developed (to what extent), which ones could be improved with trails and/or landscaping, and which ones could be disposed of (sold). Todd has said his work is 80% complete in cataloging properties.	8/15/2023	Larsen					X		
2023.048	22	Parking and storage	Consider a code to enable parking garages based on counting as two parking spaces.	Secondary Priority	Schedule	Not Started		1/16/2024	Staff believes that the Legislature is addressing this issue again. Will research.	10/3/2023	Larsen					X		
2023.009	23	Facilities Master Plan	Create or update the Facilities Master Plan. Include civic buildings in the plan. Other comments include: Is there a deed restriction that prevents the cemetery from growing...Pony Express Park. Need to have a financial plan to accomplish.	High Priority	Do	In Progress	6/30/2024	1/31/2024	Staff is striving to have it done in time to facilitate budget preparation. Due to additional work items requested, seeking an extension, and an updated schedule will then be provided. Final department head meeting with Galloway; reviewing current land holdings.	5/16/2023	Weber DelaPena		X		X		X	
2023.032	24	Irrigation pipe requirements	Currently, we don't require it everywhere. EMMC 15.40 authorizes where city can supply water within 3 years. All 3 phases of the plan would cost >\$70M.	High Priority	Do	In Progress	6/30/2024	1/16/2024	RFP was awarded and a report will be completed by spring 2024. Report will include proposed upgrades to the system and where it can be implemented.	5/16/2023	Trusty		X				X	
2023.011a	24	Airport Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Do	In Progress	12/31/2024	4/10/2024	Bids for the Phase 2 construction package are being evaluated.	5/16/2023	Trusty		X			X		
2023.011b	24	Mid Valley Road	Road needs to be prioritized and upgraded. Don't use the funds for this road on other projects. Council wants to know where this is in the process.	High Priority	Schedule	On Hold	12/31/2025	1/16/2024	Extension to Eagle Mountain Blvd plans are ready but ROW issues are delaying the project. Completion estimate is pushed a year.	5/16/2023	Trusty		X			X		

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.043	24	Adjust Transportation Master Plan to designate MidValley as an expressway	Extend it via the future Hidden Valley Road as an expressway as a expedited way in/out of the city. Bring forward earlier the MAG project priority. The Hidden Valley Road project from East Expressway (aka Airport Road) eastward to Redwood Road is unfunded but included in consideration for Phase 3 covering 2043-2050.	Secondary Priority	Do	In Progress	12/5/2023	1/16/2024	Included in MAG's TIP process (under consideration). This funding should now be included in the tracking of item 23.018, Transportation Funding.	8/15/2023	Trusty			X		X		
2023.041	24	Shared Parking	17.55.100 Add traffic engineer's data into the city code to determine what is the right amount of shared parking; and for the Council to become the land use authority rather than PC.	Secondary Priority	Schedule	Not Started	6/30/2024	8/1/2023	The council wants clarity to the parking code and become the land use authority.	8/15/2023	Trusty			X				
2023.033	32	Capital Asset Management Plan	Incorporate into our planning and budget process, financing etc. Do impact fees sufficiently cover state mandates like ADUs?	Secondary Priority	Schedule	In Progress	12/31/2024	1/31/2024	Public Works selected OpenGov - Cartegraph software for asset management. Staff working on draft capital asset policy.	5/16/2023	Ruesch			X		X		
2023.042	41	Safe Routes for Schools as a Calendar Item	Bring forward each year a staff report on safe routes for school including completing infrastructure projects before school commences.	Secondary Priority	Schedule	In Progress	5/31/2024	3/7/2024	Put this on the calendar by May 31 each year.	8/15/2023	Hickman Kofoed Hilton							
2023.008	41	Rodeo Feasibility Study	Coordinate a feasibility study to consider relocating the rodeo.	Secondary Priority	Schedule	Not Started		1/16/2024	The rodeo facility is not included in the Facilities Master Plan. A study for relocating would be done separately.	5/16/2023	Hickman					X		X
Proposed																		
2024.002		Matching Grant Program for Neighborhood/Parks Improvements	Create a grants program to support residents/groups who wish to install make parks or other neighborhood improvements.	Proposed	-	-		4/10/2024	A program was established in 2016, funded with \$1M. The program fell into disuse by 2020. A memo has been prepared for the CC.		Strachan Hickman							X
2023.019	31	Advise and Consent	Coordinate with city boards, committees, and commissions.	Proposed	-	-		1/16/2024	Currently there are empty positions. See what the EMMC directs. What is the status now? There is one PC vacancy, 2 still to fill on the cemetery.									
2023.012	41	City Food Orchard	Suggests planting wild fruit trees in the city. Mayor supports? Put property to use for community benefit...use city resources to beautify and create a commodity for	Proposed	-	-					Hickman						X	
2023.029	21	Master Plan Process	How can the City Council be involved?	Proposed	-	-		1/31/2024	Staff is reviewing the MDP process and will propose code amendments in the near future; also relates to EMMC 2.19.030.J.		Mumford					X		
2023.031	21	Dashboard of city data and demographics	Provide a dashboard showing data and demographics, for example, permits, population, etc.	Proposed	-	-		2/13/2024	Evan has created a dashboard that satisfies the majority of this request. It's designed for the economic development community in mind, but can temporarily serve a dual purpose for City Council until OpenGov starts feeding data sufficient for a much more expanded dashboard.		Mumford Berrett					X		
2023.045	21	Review business licensing with a view to approving or denying licenses based on parking or other code constraints.	The goal is to ensure that businesses seeking licensing are compliant with other code sections.	Proposed	-	-		1/31/2024	Staff will review the code to determine any necessary or suggested updates.		Mumford							X

Legislative Priorities List																		
Order	Dept	Issue / Item	Description	Priority [see EMMC 2.15.100]	E Matrix:	Status	Target Date	Date of last update	Comments/Update	Date Adopted	Assigned		Economic Growth	Infrastructure Networks	Reputational Evolution	Generational Planning	Environmental Stewardship	Service Enhancement
2023.050	21	City-sponsored Waterwise Landscaping Grants Program	Create a grants program to support residents who wish to install waterwise landscaping instead of grass.	Proposed	-	-		1/31/2024	This is currently on hold until it is approved to be added to the priorities list and to allow us to work on other higher priority items.		Mumford						X	
2023.016	22	Staff Report for Development Projects	Wants a staff report before unofficial council feedback. Developments - need more information before meeting with developers. Suggest having the staff report (even the one before the PC) before such meetings. Its hard to meet with the developer without useful information (#units, setbacks, etc.). SM - perhaps a summary of the project, a	Proposed	-	-		9/19/2023	This is a process issue. Planners don't always know developers are already talking to councilors. It may be possible to provide the staff report to the PC to the Council. Could also provide a memo or "heads up" email of some sort to the Council if requested.		Larsen							
2023.026	22	Visitor Parking in Code	Visitor parking proximity in multi-family housing. Wants parking close to units, not all grouped in one area. It requires a code amendment.	Proposed	-	-		9/19/2023	This is on hold while we work on higher priority code amendments. Will pursue as those are approved/completed.		Larsen						X	

Mayor & City Council Updates Since 4/2/24



Department	Topic	Update
Community Development	March Building Permits	127 new residential building permits issued in March (39 MF; 88 SF)
	New Commercial Occupants	1 Salt City Fitness
	Personnel	Hired new building inspector; advertising for another
	OpenGov	Permitting and licensing software will go live for building and planning departments within the next month
Economic Development	nothing new	
Engineering	Old Airport Road	Phase 2 construction bid awarded to BD Bush. Work expected to begin at end of month. Property acquisition will continue
	Well #7	Driller has set the sanitary seal and conductor casing. Now drilling to the 28" diameter. Currently at 153' depth.
	UTA Park & Ride	Look for a presentation on this at the May 7 Council meeting.
	Stonebridge Warning Signal	Bid came in above budget. Staff is negotiating with contractor
	Reuse Pond Treatment	A bid has been awarded for the copper sulfide treatment to reduce algae growth
	Well House #8	Design is 75% complete. Will be going out for bid by the end of the month
	IFFP Updates	Staff has issued bid for Water IFFP update. Staff is also currently working with a consultant on the Public Safety IFFP/IFA update.
	Cedar Pass Ranch Water Line	Cleanup work and pavement repairs are expected to be completed by end of the month.
Public Works	nothing new	
Public Utilities	nothing new	
Public Services	nothing new	
Facilities / Fleet / Emergency Mgmt	nothing new	
General / Admin	nothing new	
Communications	nothing new	
Human Resources	nothing new	
Administrative Services	nothing new	
Recorder's Office	nothing new	
Library		140,431 Circulation of Physical Materials (items in the library)
		82,689 Circulation of Digital Materials (i.e. eBooks & eAudio)
	Stats from July 1, 2023 - March 26, 2024	2,046 New user registrations in library
		1,203 New digital user registrations
		9,271 Added physical items in the library
		427 Added digital items
Public Safety	nothing new	



Tentative Upcoming Agenda Items for City Council Information:

May 7, 2024 – City Council:

Monarch City USA - Proclamation
TSSD Reorganization - Resolution
Fiscal Year Tentative Budget FY 2024-2025 – Ordinance
EEMC - Revised Lot Mixture Code Amend – Ordinance
EEMC - Electronic School Signs – Ordinance
EMMC 15 – Sewer Manholes and Hydrant - Ordinance
Sewer Rate – Discussion
Policy and Procedures Amendment - Resolution
EMMC – State Bill 91, Compensation Amendments (Public Hearing) - Ordinance
Brand Playbook Amendment – Resolution

May 16, 2024 – City Council:

June 4, 2024 – City Council:

PH and Adoption of Tentative Budget FY 2024-2025 – Ordinance/PH

June 18, 2024 – City Council:

PH and Adoption of Budget FY 2024-2025 - Ordinance/PH
PH and Final Amendment of FY 2023-2024 Budget - Ordinance/PH

July 2, 2024 – City Council:

Other Projects in Progress:

City Website - Update
Consideration of a Demonym
Sewer Rate Study

Please note all items are tentative and are subject to change.