



## EAGLE MOUNTAIN CITY COUNCIL MEETING

**April 07, 2020, 6:00 PM**

Eagle Mountain City Council Chambers

1650 East Stagecoach Run, Eagle Mountain, Utah 84005

### **4:00 P.M. WORK SESSION – ELECTRONIC MEETING VIA LIFESIZE**

Proposed interim adjustments to procedures relating to Council Work Sessions and Policy Meetings

Public meetings will be held electronically in accordance with Executive Order 2020-1 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020.

The public may monitor or listen to open portions of the meeting electronically by following the instructions below.

Lifesize electronic meeting through Granicus at

<https://eaglemountaincity.com/city-recorder/city-meetings-portal/#meetingdocs>. Copy and paste the link to your web browser to view the live stream and meeting documents.

For information regarding revised practices for public meetings in Eagle Mountain City, click the link below.

[Revised Meeting Practices](#)

#### **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.

#### **2. AGENDA REVIEW**

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

#### **3. ADJOURN TO A CLOSED EXECUTIVE SESSION**

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

#### **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.

## **7:00 P.M. POLICY SESSION – ELECTRONIC MEETING VIA LIFESIZE**

### **4. CALL TO ORDER**

### **5. PLEDGE OF ALLEGIANCE**

### **6. INFORMATION ITEMS/UPCOMING EVENTS**

### **7. PUBLIC COMMENTS**

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

### **8. CITY COUNCIL/MAYOR’S ITEMS**

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

## **CONSENT AGENDA**

### **9. AGREEMENTS**

- 9.A. Professional Service Agreement for Cory B. Wride Memorial Park Phase 2 - Civil Solutions Group  
Motion to approve.  
Civil Solutions Group Agreement - Wride Memorial Park Phase 2

### **10. BID AWARDS**

- 10.A. Lone Tree Parkway Traffic Signal Design - Horrocks Engineers  
Motion to approve.
- 10.B. Pony Express Parkway Median Improvement Project - RBI, Inc.  
Motion to approve.  
Bid Opening Form

### **11. BOND RELEASES**

- 11.A. Overland Phase B, Plat 1 - Into Warranty  
Motion to approve.  
BR-Overland B-1 Into Warranty  
Overland B-1 Recorded Plat
- 11.B. Overland Phase B, Plat 2 - Into Warranty  
Motion to approve.  
BR-Overland B-2 Into Warranty

**12. CHANGE ORDERS**

- 12.A. [Valley View Restroom Project Change Order #1 - CT Davis Excavation](#)  
Motion to approve.  
[Change Order CT Davis Excavation LLC](#)

**13. MINUTES**

- 13.A. [March 17, 2020 Minutes](#)  
Motion to approve.  
[03.17.2020 City Council Minutes - DRAFT](#)

**14. PRELIMINARY PLATS & SITE PLANS**

- 14.A. [Ranches Golf Course Event Barn - SITE PLAN](#)  
Motion to approve.  
[The Ranches Golf Course Event Center Concept](#)  
[03.10.2020 PC Minutes - The Ranches Golf Course Event Center](#)

**15. RESOLUTION**

- 15.A. [A Resolution of Eagle Mountain City, Utah, Amending and Adopting a Water Conservation and Management Plan for Eagle Mountain City](#)  
Motion to approve.  
[Water Conservation Plan - DRAFT](#)  
[RES--Amending the Water Conservation Plan](#)

**SCHEDULED ITEMS**

**16. ORDINANCE/PUBLIC HEARING**

- 16.A. [An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.35 Commercial Zone](#)

BACKGROUND: (Presented by Planning Staff) The proposed ordinance amends Eagle Mountain Municipal Code 17.35 Commercial Zone, replacing the existing code with two new commercial zones, to implement the goals of the General Plan.

[Commercial Zones](#)

[ORD--EMMC Chapter 17.35 Commercial Zone](#)

[03.10.2020 PC Minutes - Commercial Zone Amendment](#)

**17. CITY COUNCIL/MAYOR'S BUSINESS**

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

**18. 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.

**19. ADJOURNMENT**

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this **3rd day of April, 2020**, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website [www.emcity.org](http://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





To comply with social distancing practices, the following procedures have been implemented to limit the number of people in attendance at meetings, while still providing ample opportunity for public input and ensuring legal requirements are met.

1. Meeting Schedule.

- A. All meetings will be held as planned until further notice. Any changes to meeting schedules will be posted via social media and other normal channels of communication.
- B. An electronic Lifesize meeting will be livestreamed via Granicus at <https://eaglemountaincity.com/city-recorder/city-meetings-portal/#meetingdocs> to allow the public remote attendance to the Work Session and Policy Session.

2. Work Sessions – Limiting Physical Attendance.

- A. The Council Chambers will be open to administrative staff to participate in the Work Session meeting, from that location.
- B. Council members will participate electronically from remote locations to limit the number of people in the Council Chambers. City staff may also participate electronically.
- C. Agenda items will be evaluated to determine if a presentation is necessary.

3. Policy Meetings – Limiting Physical Attendance.

- A. Council members will participate electronically from remote locations to limit the number of people in the Chambers. City Staff may also participate electronically.
- B. General public comment will not be taken during meetings. General comments may be submitted through the following electronic options, prior to the meeting:
  - i. Telephonic message: 801-789-6611,
  - ii. Written comments through the Public Comment Submission Format <https://emcity.seamlessdocs.com/f/3pp842tmesrx>, or
  - iii. Written comments through email: [recorder@emcity.org](mailto:recorder@emcity.org)
- C. Action Items.
  - i. Consent Agenda and Policy Session. The City Council will act on the consent agenda and policy session items where public comment is not accepted (normal practice).
  - ii. Public Hearings. On items where a public hearing is required by law, residents will be encouraged to provide comments prior to the public hearing date. At the public hearing, the Council will receive a summary presentation and discuss the issue. Comments received prior to the hearing will be added to the record before closing the hearing and taking final action. Members of the public that wish to make a public comment during the hearing may fill out a Public Comment Submission Form

at <https://emcity.seamlessdocs.com/f/3pp842tmesrx>, and submit the form prior to the meeting. Comments for public hearings may also be submitted through the following electronic options:

- a. Telephonic message: 801-789-6611;
- b. Written comments through email: [recorder@emcity.org](mailto:recorder@emcity.org)

A computer, with remote access to the electronic meeting, will be available in the foyer at City Hall to accommodate those that prefer to make comments, in person, rather than using the other electronic means, provided.

- iii. Questions. Staff will ensure any questions received through the email, website or by phone are either answered or directed to the Mayor to be addressed.



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
APRIL 7, 2020**

|                                 |                                                                                                |                |                  |
|---------------------------------|------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | Professional Service Agreement for Cory B. Wride Memorial Park Phase 2 - Civil Solutions Group |                |                  |
| <b>ITEM TYPE:</b>               | Agreement                                                                                      |                |                  |
| <b>FISCAL IMPACT:</b>           | \$44,840                                                                                       |                |                  |
| <b>APPLICANT:</b>               | Brad Hickman                                                                                   |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                            | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**PREPARED BY:**

Brad Hickman, Parks and  
Recreation

**RECOMMENDATION:**

Staff recommends the City Council approve the agreement as outlined for engineering services for Cory B. Wride Memorial Park Phase 2, and authorize the Mayor or City Administrator to sign and execute the agreement.

**BACKGROUND:**

City staff has been working with a design group to master plan the remaining portion of Cory B. Wride Memorial Park. Through this process, staff has outlined a phased approach to completing the park and would like to work with engineers and architects to complete the construction documents for Phase 2 of the park.

Phase 2 consists of improvements to the corner monument area, farmers market, and festival field. It creates several additional recreational fields for recreational sports, a restroom facility, lighting for existing sports courts and other minor improvements throughout the park. The fee will also include construction administration in response to changes and modifications to plan sets and quality control through the completion of the project.

**Attachments:**

[Civil Solutions Group Agreement - Wride Memorial Park Phase 2](#)

# EAGLE MOUNTAIN CITY CONTRACT FOR ENGINEERING SERVICES

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

Civil Solutions Group Inc.  
\_\_\_\_\_  
Name  
540 W Golf Course Road Suite B1  
\_\_\_\_\_  
Address  
Providence, UT 84332  
\_\_\_\_\_  
City, State ZIP

**LEGAL STATUS OF CONTRACTOR**

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

Contact Name: Dayton Law Phone Number: 435-890-4190

Email: dlaw@civilsolutionsgroup.net Vendor Number: \_\_\_\_\_

2. **GENERAL PURPOSE OF CONTRACT:** Civil Engineering including: Grading, Drainage, Site Plan

3. **CONTRACT PERIOD:**

**Effective Date:** 4/7/20

**Project Completion Deadline** (Contractor will complete the Scope of Work on or before): 5/31/20

**Termination Date** (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract: 8/30/20

**Renewal Options** (if applicable): \_\_\_\_\_

4. **CONTRACT COSTS:** See Cost Schedule (Attachment C). This Contract is a fixed-price contract.

a. Total Contract Cost: \$44,840

b. Is this project a budgeted project: ☒ Yes ☐ No

5. ATTACHMENT A: Standard Terms and Conditions for Services  
ATTACHMENT B: Scope of Work and Cost Schedule  
ATTACHMENT C: Insurance

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**EAGLE MOUNTAIN CITY**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder

\_\_\_\_\_  
Jeremy R. Cook  
City Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT A:

### STANDARD TERMS AND CONDITIONS FOR ENGINEERING SERVICES

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

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

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

8. **INDEMNITY:** Consultant shall be fully liable for the actions of its agents, employees, officers, partners, and sub-consultants, and shall fully indemnify, defend and save harmless Eagle Mountain from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Consultant's performance of this Contract caused by any intentional act or negligence of Consultant, its agents, employees, officers, partners, or sub-consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of Eagle Mountain. The parties agree that if there are any limitations of the Consultant's liability, including a limitation of liability clause for anyone for whom the Consultant is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:
  - (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered.
  - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
  - (c) Architect and/or Engineers Professional Liability (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant represents that as long as commercially available the insurance shall remain in effect such that claims reported up to three (3) years beyond the date of substantial completion of this contract are covered (on construction contracts or modifications for construction management the insurance, shall remain in effect for one (1) year after completion of the project).
  - (d) Valuable Papers & Records Coverage and/or Electronic Data Processing (Data and Media) Coverage for the physical loss or destruction of the work product including drawings, plans, specifications and electronic data and media. Such insurance shall be of a sufficient limit to protect Consultant, its sub-consultants and Eagle Mountain from the loss of said information.
  - (e) Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
  - (f) Consultant shall require the insurance company that issues the Certificates of Insurance for the evidence of the required insurance coverage to endeavor to provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making an alternation or material change to the required insurance coverage.

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

10. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees. If applicable, Consultant shall comply with the following: (1) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.
11. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
12. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract. Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
13. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination. Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.



If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
17. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
18. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Eagle Mountain may, at its option and at Consultant's expense: (i) return the Services for a full refund; (ii) require Consultant to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Consultant being responsible for any cover costs.
20. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
21. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
22. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
23. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

24. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Consultant's Services, including Consultant's sub-consultants. Results of any evaluation may be made available to Consultant upon request.
25. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
26. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
27. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as he needs him. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
28. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Consultant under this Contract for Services that do not conform to this Contract.
29. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
30. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information. Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable. Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
31. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
32. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.

33. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.
34. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.
35. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
38. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Consultant's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

**ATTACHMENT B:**  
**SCOPE OF WORK AND COST SCHEDULE**



March 13, 2020

Brad Hickman – Parks and Recreation Director  
Eagle Mountain City  
801.789.6664  
bhickman@emcity.org

**RE: Cory Wride Park – Phase 2 Civil Engineering Fee Proposal**

Dear Brad,

Civil Solutions Group is excited to provide this proposal for professional services on the proposed project mentioned above. We have received the following documents from Langvardt Design Group which establish the existing conditions and anticipated future conditions associated with this project:

- CW-MasterPlan-2020-01-31-01
- CW-MasterPlan-2020-01-31 (1)

The attached Civil Solutions Group Contract Exclusions 2020 document lists items that are not included in this contract unless they are specifically scoped below. Additional work outside of scope will be billed according to the attached Civil Solutions Group Schedule of Charges 2020.

**The scope presented below is inclusive of collecting the necessary field data, and producing the construction documentation for the red area shown in Figure 1. The following services are required for the preparation of the construction documents for the Phase 2 improvements:**

**1. Civil Engineering:**

**Grading Design:** This item includes the civil engineer designing all grading within the parking lot footprint(s). The civil engineer will take spot elevations provided by the landscape architect and build a model that contains the site grading in the softscape areas. It is understood that there will be several iterations and coordination between the landscape architect and the civil engineer to finalize this model. Detailed grading in playground areas (if any exist) is not included in this item.

**Drainage Design:** This item includes the civil engineer designing the drainage system for the entire phase 2 site shown in red in Figure 1. The landscape architect will provide input through their grading design as to the location of stormwater catch basins, sumps, piping, retention areas, etc. The civil engineer will detail, design, and size this infrastructure per Eagle Mountain stormwater design requirements.

**Site Plan:** This item includes the civil engineer designing and detailing a typical civil site plan inclusive of items such as curb/gutter, asphalt sections, concrete sections, ADA ramps, etc. The civil engineer understands that there may be routes light vehicular traffic through the site that will need detailing. Demolition and reconstruction items for utility cuts into the right-of-way will also be designed under this item. We assume as part of this scope that the soccer fields will be natural turf with perimeter drainage systems only.



**Utility Design and Coordination:** This item includes designing wet utility connections and services for the facilities within the Phase 2 area. Civil Solutions Group will work with Eagle Mountain City to determine the most cost-effective placement of site utilities for the current phase, and future phases of the park.

**Construction Administration:** This item includes the civil engineer making up to three site visits to the project for inspections, punch list, etc. The civil engineer will respond in a very timely manner to all RFIs, ASIs, PRs, or whatever may come during the construction process.

- a. Deliverable: Digital copy in PDF format. Hard copies are available upon request and will be billed at the print rates shown in the attached schedule of charges.*

Civil Solutions Group is committed to meeting the schedule required by Eagle Mountain City. We commit to delivering the full design package to Eagle Mountain City no later than May 31, 2020.

Civil Solutions Group provides a lump sum price which represents a **fixed price** for the duration of the project. There will not be change orders unless the scope changes. The lump sum price to complete the items above is as follows:

| <i>Item</i> | <i>Scope of Work</i>            | <i>Fixed Fee</i> |
|-------------|---------------------------------|------------------|
| 1           | <b><u>Civil Engineering</u></b> | \$44,840         |





civilsolutionsgroup inc.

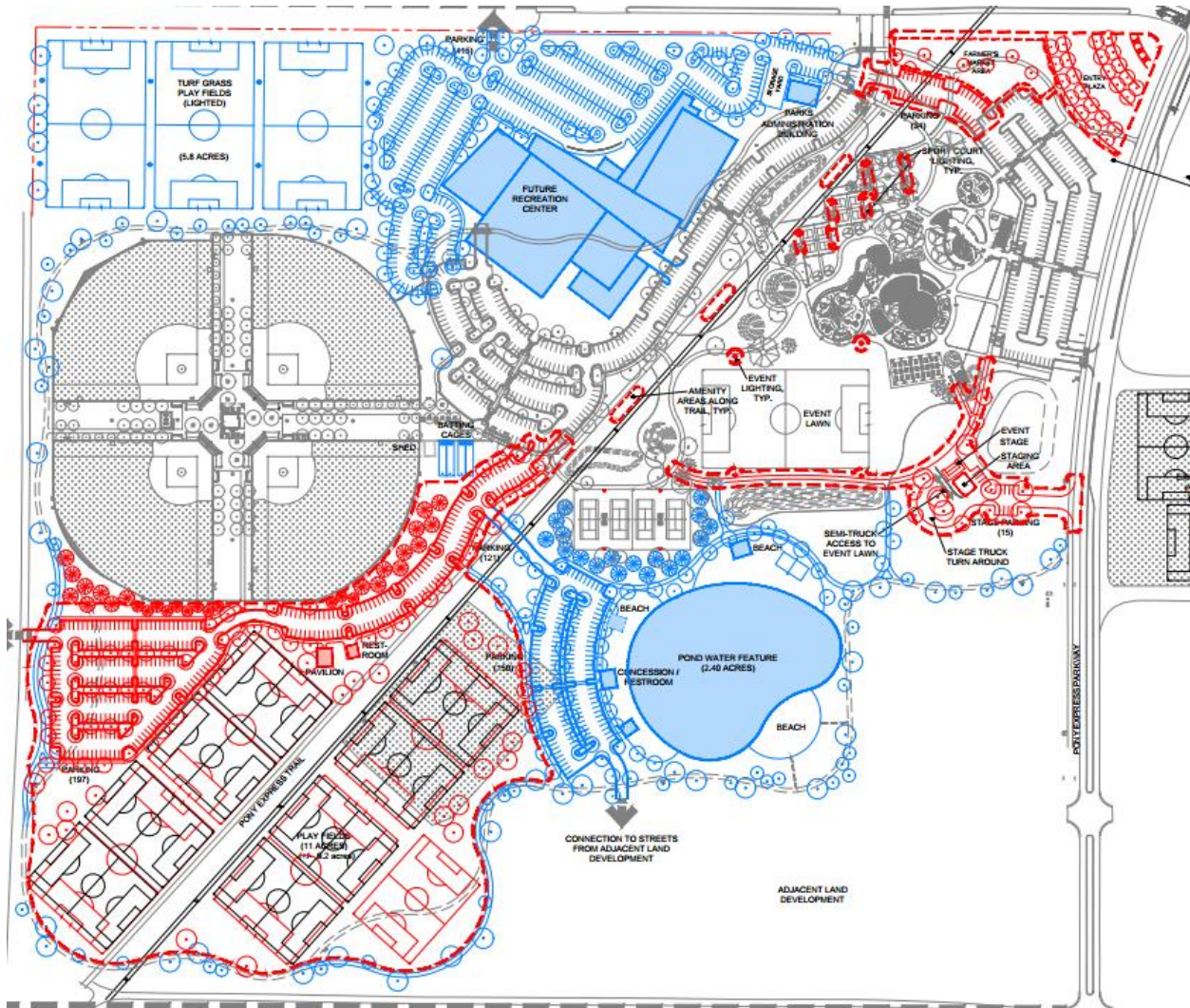


Figure 1 - Phase 2 Improvements in RED

Civil Solutions Group is grateful to provide this proposal to **Eagle Mountain City**. Please call me with any questions or comments at 435.890.4190 or email me at [dlaw@civilsolutionsgroup.net](mailto:dlaw@civilsolutionsgroup.net).

Sincerely,

**DAYTON LAW, PE, MBA**, Chief Operating Officer

MOBILE [435.890.4190](tel:435.890.4190)

OFFICE [801.874.1432](tel:801.874.1432) EXT 711 (UTAH VALLEY)

OFFICE [801.216.3192](tel:801.216.3192) EXT 711 (SALT LAKE)



civilsolutionsgroup inc.

UTAH VALLEY | SALT LAKE | CACHE VALLEY

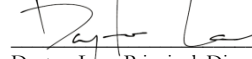
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of the date listed above, by and between CIVIL SOLUTIONS GROUP, INC., having its principal place of business located at 540 West Golf Course Road Suite B1, Providence, Utah 84332 ("Civil Solutions Group" or "Contractor"), and Eagle Mountain City ("Client").

By signing this agreement below you agree that the PROFESSIONAL SERVICES AGREEMENT contract language has been reviewed and accepted as found at the following link.

[PROFESSIONAL SERVICES AGREEMENT](#)

CIVIL SOLUTIONS GROUP, INC.

  
\_\_\_\_\_  
Dayton Law, Principal, Director

Eagle Mountain City

\_\_\_\_\_  
Its:



**ATTACHMENT C:**  
**INSURANCE**



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
APRIL 7, 2020**

|                                 |                                                              |                |                  |
|---------------------------------|--------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | Lone Tree Parkway Traffic Signal Design - Horrocks Engineers |                |                  |
| <b>ITEM TYPE:</b>               | Bid Award                                                    |                |                  |
| <b>FISCAL IMPACT:</b>           | \$10,300                                                     |                |                  |
| <b>APPLICANT:</b>               |                                                              |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                          | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**PREPARED BY:**

Chris Trusty, Public  
Works

**RECOMMENDATION:**

Staff recommends the City Council award the bid for the Lone Tree Parkway traffic signal design to Horrocks Engineers.

**BACKGROUND:**

After looking at the warrants for this intersection, it was determined that it meets at least two of the three required warrants. Rather than conducting additional traffic counts, this is sufficient reason to begin the process of installing a traffic signal. The City requested proposals from Horrocks Engineers, R&B, and CRS. R&B was unable to provide a proposal in time. The City received a proposal from Horrocks Engineers for \$10,300, and from CRS for \$11,610.

**Attachments:**



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
APRIL 7, 2020**

|                                 |                                                             |                |                  |
|---------------------------------|-------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | Pony Express Parkway Median Improvement Project - RBI, Inc. |                |                  |
| <b>ITEM TYPE:</b>               | Bid Award                                                   |                |                  |
| <b>FISCAL IMPACT:</b>           | \$199,018.25                                                |                |                  |
| <b>APPLICANT:</b>               | Brad Hickman                                                |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                         | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**PREPARED BY:**

Brad Hickman, Parks and  
Recreation

**RECOMMENDATION:**

Staff recommends the City Council award the bid for the Pony Express Parkway median improvement project to RBI, Inc. in the amount of \$199,018.25.

**BACKGROUND:**

City staff has been working on a plan and design to complete the landscape medians along Pony Express Parkway from Lone Tree Parkway to Bobby Wren Boulevard. This project is only a portion of the full project and would include the landscape medians from Lone Tree Parkway to Midvalley Road. The medians to be completed are those where the existing road has been widened to two lanes in each direction. The project includes removing existing large stones, preparing the medians for rock mulch, irrigation work, and tree and shrub planting. The project had an engineer's estimate of approximately \$330,000 and the lowest bid was \$199,018.25.

**Attachments:**

[Bid Opening Form](#)

**EAGLE MOUNTAIN CITY**

**BID OPENING FOR**

Pony Express Parkway Median Improvement Project

BIDS OPENING: Thursday, March 26, 2019, 10:00 AM

| Bidder |                  | BID BOND |    | Base Bid Total |
|--------|------------------|----------|----|----------------|
|        |                  | YES      | NO |                |
| 1.     | A.C.E. Landscape | X        |    | \$213,912.29   |
| 2.     | RBI Inc.         | X        |    | \$199,018.25   |
| 3.     |                  |          |    |                |
| 4.     |                  |          |    |                |
| 5.     |                  |          |    |                |
| 6.     |                  |          |    |                |
| 7.     |                  |          |    |                |
| 8.     |                  |          |    |                |
| 9.     |                  |          |    |                |
| 10.    |                  |          |    |                |
| 11.    |                  |          |    |                |
| 12.    |                  |          |    |                |
| 13.    |                  |          |    |                |
| 14.    |                  |          |    |                |
| 15.    |                  |          |    |                |
| 16.    |                  |          |    |                |
| 17.    |                  |          |    |                |
| 18.    |                  |          |    |                |
| 19.    |                  |          |    |                |
| 20.    |                  |          |    |                |

Witnessed By:

Brad Hickman

Brad Hickman (Mar 23, 2019)



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

Monday, March 16, 2020

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

SUBJECT: **Overland phase "B" 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**  
Overland phase B plat 1 Bond  
Reduced

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

| 1st Bond Release               |               |
|--------------------------------|---------------|
| Original Bond Amount:          | \$ 794,482.94 |
| Previous Release Amount:       | \$ -          |
| Amount to Release this Period: | \$ 564,379.10 |
| Amount Remaining in Bond:      | \$ 230,103.84 |

| Bond Releases Summary |                      |
|-----------------------|----------------------|
| #1                    | \$ 564,379.10        |
| #2                    | \$ -                 |
| #3                    | \$ -                 |
| #4                    | \$ -                 |
| <b>TOTAL</b>          | <b>\$ 564,379.10</b> |

3/16/2020

| ITEM                           | DESCRIPTION                         | ORIGINAL QUANTITY | REDUCED QUANTITY | UNIT | UNIT COST   | TOTAL               | QUANTITIES COMPLETED |             |           | MONIES RELEASED     |             |
|--------------------------------|-------------------------------------|-------------------|------------------|------|-------------|---------------------|----------------------|-------------|-----------|---------------------|-------------|
|                                |                                     |                   |                  |      |             |                     | Previous Period      | This Period | % to date | This Period         | To Date     |
| <b>1</b>                       | <b>SWPPP</b>                        |                   |                  |      |             |                     |                      |             |           |                     |             |
| a                              | Gravel construction entrance        | 3750              | 1875             | SF   | \$1.47      | \$2,756.25          | 0                    | 3750        | 100%      | \$2,756.25          | \$2,756.25  |
| b                              | Silt fence                          | 1                 | 0.5              | LF   | \$2.35      | \$1.18              | 0                    | 1           | 100%      | \$1.18              | \$1.18      |
| c                              | Curb inlet protection               | 20                | 10               | EA   | \$96.90     | \$969.00            | 0                    | 20          | 100%      | \$969.00            | \$969.00    |
| <b>2</b>                       | <b>EARTHWORK</b>                    |                   |                  |      |             |                     |                      |             |           |                     |             |
| a                              | Strip & stockpile topsoil           | 6520              | 1630             | CY   | \$1.84      | \$2,999.20          | 0                    | 6520        | 100%      | \$2,999.20          | \$2,999.20  |
| b                              | ROW cut & fill mass ex.             | 7240              | 1810             | CY   | \$2.95      | \$5,339.50          | 0                    | 7240        | 100%      | \$5,339.50          | \$5,339.50  |
| c                              | Import to fill ROW                  | 16290             | 4072.5           | TON  | \$10.50     | \$42,761.25         | 0                    | 16290       | 100%      | \$42,761.25         | \$42,761.25 |
| d                              | Mass Ex. Lot Fill                   | 1600              | 400              | CY   | \$3.35      | \$1,340.00          | 0                    | 1600        | 100%      | \$1,340.00          | \$1,340.00  |
| e                              | Trench spoils in PUE                | 25100             | 6275             | CY   | \$2.40      | \$15,060.00         | 0                    | 25100       | 100%      | \$15,060.00         | \$15,060.00 |
| f                              | Compaction testing                  | 1                 | 0.25             | LS   | \$37,000.00 | \$9,250.00          | 0                    | 1           | 100%      | \$9,250.00          | \$9,250.00  |
| <b>3</b>                       | <b>ROADWAY IMPROVEMENTS</b>         |                   |                  |      |             |                     |                      |             |           |                     |             |
| a                              | 3 inch Surface Course               | 143580            | 35895            | SF   | \$1.17      | \$41,997.15         | 0                    | 143580      | 100%      | \$41,997.15         | \$41,997.15 |
| b                              | 6 inch Road base(also behind curb)  | 175700            | 43925            | SF   | \$0.62      | \$27,233.50         | 0                    | 175700      | 100%      | \$27,233.50         | \$27,233.50 |
| c                              | 9 inch sub-base(e-fill)@behind curb | 175700            | 43925            | SF   | \$0.49      | \$21,523.25         | 0                    | 175700      | 100%      | \$21,523.25         | \$21,523.25 |
| d                              | 30" curb & gutter                   | 9180              | 2295             | LF   | \$18.40     | \$42,228.00         | 0                    | 9180        | 100%      | \$42,228.00         | \$42,228.00 |
| e                              | Sidewalk                            | 51480             | 12870            | SF   | \$3.90      | \$50,193.00         | 0                    | 51480       | 100%      | \$50,193.00         | \$50,193.00 |
| f                              | Rough grade                         | 175700            | 43925            | SF   | \$0.07      | \$3,074.75          | 0                    | 175700      | 100%      | \$3,074.75          | \$3,074.75  |
| g                              | Street signs                        | 14                | 14               | EA   | \$350.00    | \$4,900.00          | 0                    | 14          | 100%      | \$4,900.00          | \$4,900.00  |
| h                              | Stop signs                          | 14                | 14               | EA   | \$350.00    | \$4,900.00          | 0                    | 14          | 100%      | \$4,900.00          | \$4,900.00  |
| i                              | Curb tie-ins                        | 20                | 5                | EA   | \$404.00    | \$2,020.00          | 0                    | 20          | 100%      | \$2,020.00          | \$2,020.00  |
| j                              | ADA access ramps                    | 28                | 7                | EA   | \$393.00    | \$2,751.00          | 0                    | 28          | 100%      | \$2,751.00          | \$2,751.00  |
| k                              | Rough grade pond                    | 42720             | 10680            | SF   | \$0.10      | \$1,068.00          | 0                    | 42720       | 100%      | \$1,068.00          | \$1,068.00  |
| <b>4</b>                       | <b>CULINARY WATER</b>               |                   |                  |      |             |                     |                      |             |           |                     |             |
| a                              | 8" culinary water c-900 w/fitings   | 5150              | 1287.5           | LF   | \$23.30     | \$29,998.75         | 0                    | 5150        | 100%      | \$29,998.75         | \$29,998.75 |
| b                              | Fire Hydrant                        | 9                 | 2.25             | EA   | \$6,625.00  | \$14,906.25         | 0                    | 9           | 100%      | \$14,906.25         | \$14,906.25 |
| c                              | 8" gate valves                      | 33                | 8.25             | EA   | \$2,290.00  | \$18,892.50         | 0                    | 33          | 100%      | \$18,892.50         | \$18,892.50 |
| d                              | connect to existing water           | 5                 | 1.25             | EA   | \$1,732.00  | \$2,165.00          | 0                    | 5           | 100%      | \$2,165.00          | \$2,165.00  |
| e                              | 3/4" water service                  | 78                | 19.5             | EA   | \$1,263.00  | \$24,628.50         | 0                    | 78          | 100%      | \$24,628.50         | \$24,628.50 |
| f                              | 2" blow off                         | 9                 | 2.25             | EA   | \$2,117.00  | \$4,763.25          | 0                    | 9           | 100%      | \$4,763.25          | \$4,763.25  |
| <b>5</b>                       | <b>STORM DRAIN</b>                  |                   |                  |      |             |                     |                      |             |           |                     |             |
| a                              | 15" RCP storm drain                 | 1680              | 420              | LF   | \$33.90     | \$14,238.00         | 0                    | 1680        | 100%      | \$14,238.00         | \$14,238.00 |
| b                              | 24" RCP storm drain                 | 1225              | 306.25           | LF   | \$52.00     | \$15,925.00         | 0                    | 1225        | 100%      | \$15,925.00         | \$15,925.00 |
| c                              | 36" RCP storm drain                 | 1770              | 442.5            | LF   | \$88.00     | \$38,940.00         | 0                    | 1770        | 100%      | \$38,940.00         | \$38,940.00 |
| d                              | Combo box                           | 13                | 3.25             | EA   | \$3,895.00  | \$12,658.75         | 0                    | 13          | 100%      | \$12,658.75         | \$12,658.75 |
| e                              | 60" manhole                         | 17                | 4.25             | EA   | \$3,182.00  | \$13,523.50         | 0                    | 17          | 100%      | \$13,523.50         | \$13,523.50 |
| f                              | Curb inlet box                      | 10                | 2.5              | EA   | \$1,651.00  | \$4,127.50          | 0                    | 10          | 100%      | \$4,127.50          | \$4,127.50  |
| g                              | Import backfill                     | 3300              | 825              | TON  | \$8.33      | \$6,872.25          | 0                    | 3300        | 100%      | \$6,872.25          | \$6,872.25  |
| <b>6</b>                       | <b>SEWER</b>                        |                   |                  |      |             |                     |                      |             |           |                     |             |
| a                              | 8" Sewer pipe                       | 3890              | 778              | LF   | \$29.00     | \$22,562.00         | 0                    | 3890        | 100%      | \$22,562.00         | \$22,562.00 |
| b                              | 4" sewer laterals                   | 78                | 15.6             | EA   | \$765.00    | \$11,934.00         | 0                    | 78          | 100%      | \$11,934.00         | \$11,934.00 |
| c                              | 60" sewer manhole                   | 8                 | 1.6              | EA   | \$3,940.00  | \$6,304.00          | 0                    | 8           | 100%      | \$6,304.00          | \$6,304.00  |
| d                              | 48" sewer manholes                  | 8                 | 1.6              | EA   | \$3,524.00  | \$5,638.40          | 0                    | 8           | 100%      | \$5,638.40          | \$5,638.40  |
| e                              | Import backfill                     | 20370             | 4074             | TON  | \$8.33      | \$33,936.42         | 0                    | 20370       | 100%      | \$33,936.42         | \$33,936.42 |
| <b>TOTAL CONSTRUCTION COST</b> |                                     |                   |                  |      |             | <b>\$564,379.10</b> |                      |             |           |                     |             |
| Original 10% Bond Coverage     |                                     |                   |                  |      |             | \$230,103.84        |                      |             |           |                     |             |
| <b>TOTAL BOND AMOUNT:</b>      |                                     |                   |                  |      |             | <b>\$794,482.94</b> | Released this Period |             |           | <b>\$564,379.10</b> |             |

*Christopher T. Trusty*  
Christopher T. Trusty P.E.  
Engineering Director

Date

*Robert Ballif*  
Robert Ballif  
Engineering Tech. 1

*3/16/2020*  
Date









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

Monday, March 23, 2020

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

**SUBJECT: Overland phase "B" 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**  
 Overland phase B plat 2 Bond  
 Reduced

Engineering Division  
 2565 North Pony Express Parkway  
 Eagle Mountain City, Utah 84005  
 (801) 789-8671

| 1st Bond Release               |               |
|--------------------------------|---------------|
| Original Bond Amount:          | \$ 228,100.89 |
| Previous Release Amount:       | \$ -          |
| Amount to Release this Period: | \$ 127,004.21 |
| Amount Remaining in Bond:      | \$ 101,096.68 |

| Bond Releases Summary |                      |
|-----------------------|----------------------|
| #1                    | \$ 127,004.21        |
| #2                    | \$ -                 |
| #3                    | \$ -                 |
| #4                    | \$ -                 |
| <b>TOTAL</b>          | <b>\$ 127,004.21</b> |

3/23/2020

| ITEM                           | DESCRIPTION                        | ORIGINAL QUANTITY | REDUCED QUANTITY | UNIT | UNIT COST   | TOTAL               | QUANTITIES COMPLETED |             |           | MONIES RELEASED |             |
|--------------------------------|------------------------------------|-------------------|------------------|------|-------------|---------------------|----------------------|-------------|-----------|-----------------|-------------|
|                                |                                    |                   |                  |      |             |                     | Previous Period      | This Period | % to date | This Period     | To Date     |
| <b>1</b>                       | <b>SWPPP</b>                       |                   |                  |      |             |                     |                      |             |           |                 |             |
| a                              | Gravel construction entrance       | 3750              | 1875             | SF   | \$1.59      | \$2,981.25          | 0                    | 3750        | 100%      | \$2,981.25      | \$2,981.25  |
| b                              | Curb inlet protection              | 11                | 11               | EA   | \$101.00    | \$1,111.00          | 0                    | 11          | 100%      | \$1,111.00      | \$1,111.00  |
| <b>2</b>                       | <b>EARTHWORK</b>                   |                   |                  |      |             |                     |                      |             |           |                 |             |
| a                              | Strip & stockpile topsoil          | 2300              | 230              | CY   | \$1.71      | \$393.30            | 0                    | 2300        | 100%      | \$393.30        | \$393.30    |
| b                              | ROW cut & fill mass ex.            | 1640              | 164              | CY   | \$2.61      | \$428.04            | 0                    | 1640        | 100%      | \$428.04        | \$428.04    |
| c                              | Import to fill ROW                 | 14600             | 1460             | TON  | \$10.80     | \$15,768.00         | 0                    | 14600       | 100%      | \$15,768.00     | \$15,768.00 |
| d                              | Mass Ex. Lot Fill                  | 12430             | 1243             | CY   | \$2.72      | \$3,380.96          | 0                    | 12430       | 100%      | \$3,380.96      | \$3,380.96  |
| e                              | Trench spoils in PUE               | 7500              | 750              | CY   | \$2.03      | \$1,522.50          | 0                    | 7500        | 100%      | \$1,522.50      | \$1,522.50  |
| f                              | Rough Grade                        | 267000            | 26700            | SF   | \$0.07      | \$1,869.00          | 0                    | 267000      | 100%      | \$1,869.00      | \$1,869.00  |
| g                              | Compaction testing                 | 1                 | 0.1              | LS   | \$23,765.00 | \$2,376.50          | 0                    | 1           | 100%      | \$2,376.50      | \$2,376.50  |
| <b>3</b>                       | <b>ROADWAY IMPROVEMENTS</b>        |                   |                  |      |             |                     |                      |             |           |                 |             |
| a                              | 3 inch Surface Course              | 50580             | 5058             | SF   | \$1.16      | \$5,867.28          | 0                    | 50580       | 100%      | \$5,867.28      | \$5,867.28  |
| b                              | 6 inch Road base(also behind curb) | 50580             | 5058             | SF   | \$0.71      | \$3,591.18          | 0                    | 50580       | 100%      | \$3,591.18      | \$3,591.18  |
| c                              | 9 inch sub-base(e-fill)behind curb | 62100             | 6210             | SF   | \$0.57      | \$3,539.70          | 0                    | 62100       | 100%      | \$3,539.70      | \$3,539.70  |
| d                              | 30" curb & gutter                  | 3380              | 338              | LF   | \$20.10     | \$6,793.80          | 0                    | 3380        | 100%      | \$6,793.80      | \$6,793.80  |
| e                              | Sidewalk                           | 13580             | 1358             | SF   | \$4.52      | \$61,381.60         | 0                    | 13580       | 100%      | \$61,381.60     | \$61,381.60 |
| f                              | Rough grade                        | 58710             | 5871             | SF   | \$0.11      | \$6,458.10          | 0                    | 58710       | 100%      | \$6,458.10      | \$6,458.10  |
| g                              | Street signs                       | 2                 | 2                | EA   | \$350.00    | \$700.00            | 0                    | 2           | 100%      | \$700.00        | \$700.00    |
| h                              | Stop signs                         | 2                 | 2                | EA   | \$350.00    | \$700.00            | 0                    | 2           | 100%      | \$700.00        | \$700.00    |
| i                              | Asphalt path                       | 2880              | 2880             | SF   | \$1.90      | \$5,472.00          | 0                    | 2880        | 100%      | \$5,472.00      | \$5,472.00  |
| j                              | ADA access ramps                   | 6                 | 6                | EA   | \$445.00    | \$2,670.00          | 0                    | 6           | 100%      | \$2,670.00      | \$2,670.00  |
| <b>4</b>                       | <b>CULINARY WATER</b>              |                   |                  |      |             |                     |                      |             |           |                 |             |
| a                              | 8" culinary water c-900 w/fittings | 1820              | 0                | LF   | \$24.30     | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| b                              | Fire Hydrant                       | 2                 | 0                | EA   | \$5,945.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| c                              | 8" gate valves                     | 7                 | 0                | EA   | \$1,735.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| d                              | connect to existing water          | 2                 | 0                | EA   | \$3,342.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| e                              | 3/4" water service                 | 32                | 0                | EA   | \$1,271.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| f                              | Air Vac                            | 1                 | 0                | EA   | \$2,393.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| g                              | 2" blow off                        | 3                 | 0                | EA   | \$2,127.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| <b>5</b>                       | <b>STORM DRAIN</b>                 |                   |                  |      |             |                     |                      |             |           |                 |             |
| a                              | 15" RCP storm drain                | 1345              | 0                | LF   | \$41.20     | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| b                              | 12" RCP storm drain                | 655               | 0                | LF   | \$35.00     | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| c                              | Yard box-2x2 inlet boxes           | 5                 | 0                | EA   | \$1,143.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| d                              | ISO-3x3 junction box               | 2                 | 0                | LF   | \$2,045.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| e                              | Combo box                          | 3                 | 0                | EA   | \$5,663.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| f                              | 60" manhole                        | 2                 | 0                | EA   | \$3,374.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| g                              | Curb inlet box                     | 8                 | 0                | EA   | \$2,852.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| h                              | Import backfill                    | 3300              | 0                | TON  | \$8.33      | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| <b>6</b>                       | <b>SEWER</b>                       |                   |                  |      |             |                     |                      |             |           |                 |             |
| a                              | 8" Sewer pipe                      | 1795              | 0                | LF   | \$32.90     | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| b                              | 4" sewer laterals                  | 32                | 0                | EA   | \$888.00    | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| c                              | 60" sewer manhole                  | 2                 | 0                | EA   | \$5,452.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| d                              | 48" sewer manholes                 | 5                 | 0                | EA   | \$4,378.00  | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| e                              | Import backfill                    | 7050              | 0                | TON  | \$9.13      | \$0.00              | 0                    | 0           | 100%      | \$0.00          | \$0.00      |
| <b>TOTAL CONSTRUCTION COST</b> |                                    |                   |                  |      |             | <b>\$127,004.21</b> |                      |             |           |                 |             |
| Original 10% Bond Coverage     |                                    |                   |                  |      |             | \$101,096.68        |                      |             |           |                 |             |
| <b>TOTAL BOND AMOUNT:</b>      |                                    |                   |                  |      |             | <b>\$228,100.89</b> |                      |             |           |                 |             |
|                                |                                    |                   |                  |      |             |                     | Released this Period |             |           | \$127,004.21    |             |

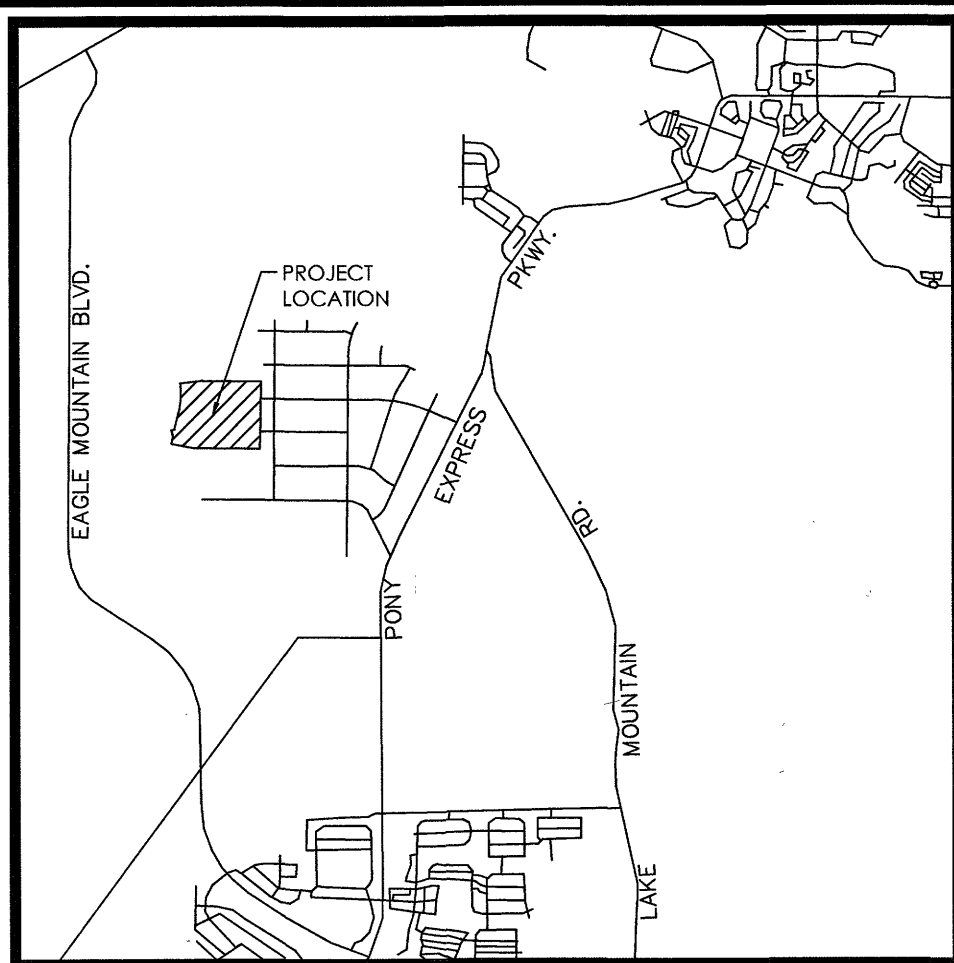
*Christopher T. Trusty*  
 Christopher T. Trusty P.E.  
 Engineering Director

Date

*Robert Ballif*  
 Robert Ballif  
 Engineering Tech.

*3/29/2020*  
 Date



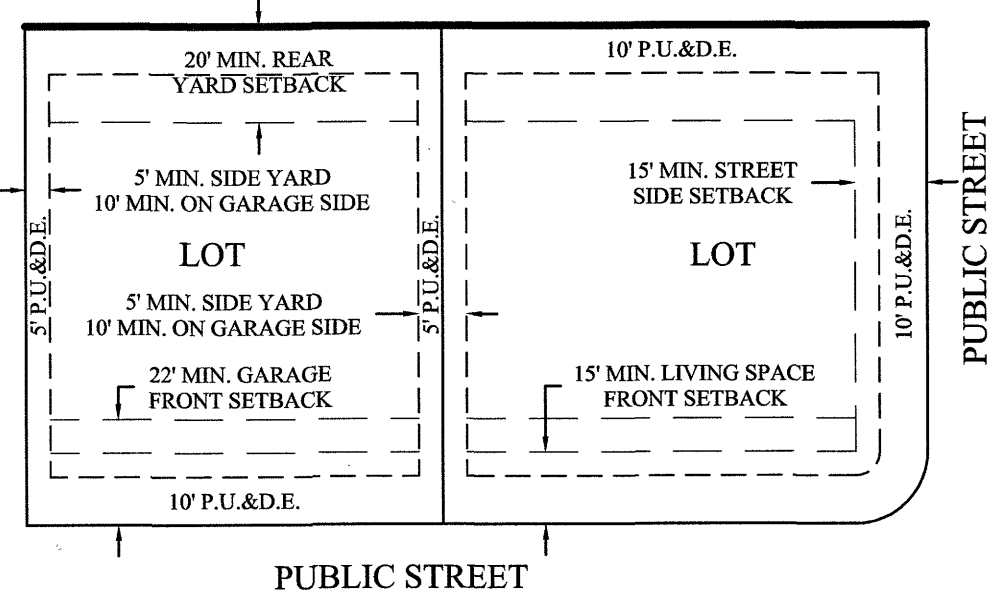
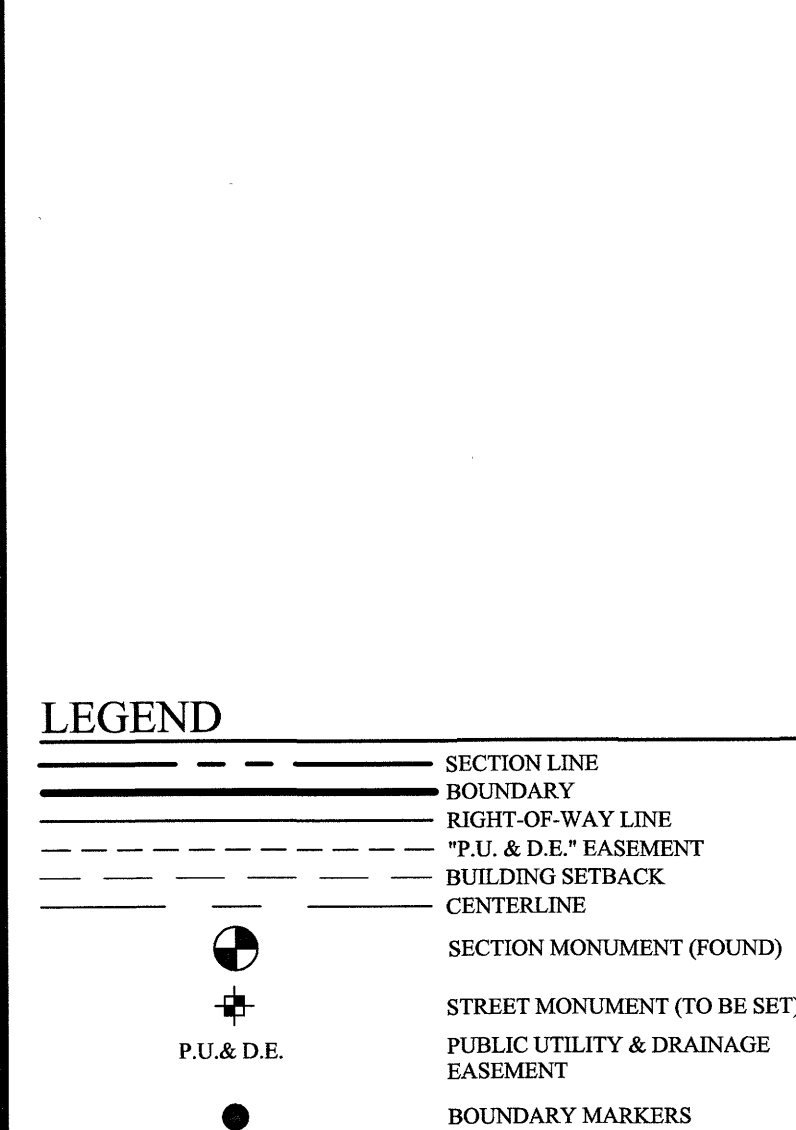


## VICINITY MAP

NOTES:  
1) 1/4 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. NAIL OR LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.  
2) \* STREET MONUMENT TO BE SET

| Curve Table |         |            |        |                 |
|-------------|---------|------------|--------|-----------------|
| CURVE       | RADIUS  | DELTA      | LENGTH | CHORD DIRECTION |
| C1          | 200.00  | 14°46'29"  | 51.57  | S83°02'25"W     |
| C2          | 3113.00 | 2°01'58"   | 110.44 | N12°00'18"E     |
| C3          | 3113.00 | 0°56'58"   | 51.58  | N13°09'34"E     |
| C4          | 3113.00 | 0°36'46"   | 33.29  | N13°19'40"E     |
| C5          | 3113.00 | 1°02'39"   | 56.73  | N14°09'22"E     |
| C6          | 862.00  | 9°25'52"   | 141.89 | N09°57'49"E     |
| C7          | 862.00  | 11°53'43"  | 178.96 | N08°43'50"E     |
| C8          | 862.00  | 2°27'55"   | 37.09  | N04°00'56"E     |
| C9          | 862.00  | 2°48'14"   | 42.19  | N01°22'51"E     |
| C10         | 862.00  | 9°32'42"   | 143.60 | N01°59'23"W     |
| C11         | 862.00  | 6°44'28"   | 101.42 | N03°23'30"W     |
| C12         | 173.50  | 14°46'29"  | 44.74  | S83°02'25"W     |
| C13         | 15.00   | 102°15'26" | 26.77  | N38°26'38"W     |
| C14         | 3139.50 | 1°41'46"   | 92.94  | N11°50'12"E     |
| C15         | 3086.50 | 2°01'58"   | 109.50 | S12°00'18"W     |
| C16         | 15.00   | 77°24'22"  | 20.26  | S51°43'28"W     |
| C17         | 15.00   | 104°11'08" | 27.28  | S37°28'47"E     |
| C18         | 3086.50 | 0°03'55"   | 3.52   | S14°38'44"W     |
| C19         | 3139.50 | 0°20'47"   | 24.46  | N14°27'19"E     |
| C20         | 15.00   | 76°11'43"  | 19.95  | N52°19'47"E     |
| C21         | 226.50  | 14°46'29"  | 58.41  | N83°02'25"E     |
| C22         | 835.50  | 5°48'18"   | 84.65  | N11°46'33"E     |
| C23         | 835.50  | 5°12'43"   | 76.00  | N06°16'03"E     |
| C24         | 835.50  | 5°12'43"   | 76.00  | N01°03'20"E     |
| C25         | 835.50  | 5°12'43"   | 76.00  | N04°09'22"W     |
| C26         | 888.50  | 6°32'17"   | 101.39 | S03°17'24"E     |
| C27         | 15.00   | 89°33'05"  | 23.44  | S44°47'48"E     |
| C28         | 15.00   | 85°10'46"  | 22.30  | S47°50'16"W     |
| C29         | 888.50  | 6°20'12"   | 98.26  | S08°24'59"W     |
| C30         | 888.50  | 3°05'40"   | 47.99  | S13°07'55"W     |

| Line Table |             |        |
|------------|-------------|--------|
| LINE       | DIRECTION   | LENGTH |
| L1         | N77°18'55"W | 26.50  |
| L2         | N76°58'43"W | 26.50  |
| L3         | N84°45'07"W | 26.50  |
| L4         | S89°58'44"W | 26.50  |



## PLAT TABULATIONS

|                        |                            |
|------------------------|----------------------------|
| TOTAL ACREAGE:         | 8.98 ACRES                 |
| TOTAL ACREAGE IN LOTS: | 6.85 ACRES                 |
| AVERAGE LOT SIZE:      | 0.21 ACRES OR 9,327 SQFT.  |
| LARGEST LOT SIZE:      | 0.31 ACRES OR 13,488 SQFT. |
| SMALLEST LOT SIZE:     | 0.17 ACRES OR 7,215 SQFT.  |
| OVERALL DENSITY:       | 3.56 LOTS/ACRE             |
| TOTAL NUMBER OF LOTS:  | 32 LOTS                    |
| TOTAL ACREAGE IN ROW:  | 2.13 ACRES                 |

## DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No. 1 Tariff.

DATE: 4/25/19

## ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.

2. Pursuant to Utah Code Ann § 17-27a-603(4)(c)(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

DATE: 4/25/19

## DOMINION ENERGY UTAH

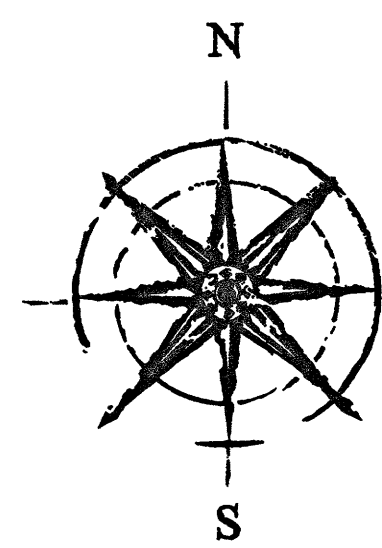
Questar Gas Company dba Dominion Energy Utah, hereby approves this plat for the purposes of approximating the location, boundaries, course and dimensions of the rights-of-way and easement grants and existing underground facilities. Nothing herein shall be construed to warrant or verify the precise location of such items. The rights-of-way and easements are subject to numerous restrictions appearing on the recorded Right-of-Way and Easement Grant(s). Dominion Energy Utah also approves this plat for the purpose of confirming that the plat contains public utility easements; however, 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 25 day of April, 2019.

By: [Signature]

Title: [Signature]



GRAPHIC SCALE

(IN FEET)  
1 inch = 60 ft.



SOUTHWEST CORNER OF  
SECTION 36, T5S, R2W, SLB&M  
1976 UTAH COUNTY MONUMENT

MEASURED: N89°17'16"W 1,709.62'  
(NAD83: N89°17'01"W 1,709.68)

NORTH 1/4 CORNER OF  
SECTION 1, T6S, R2W, SLB&M  
2013 UTAH COUNTY MONUMENT

SOUTH 1/4 CORNER OF  
SECTION 36, T5S, R2W, SLB&M  
2004 UTAH COUNTY MONUMENT

BASIS OF BEARING: N89°12'34"W  
(SECTION LINE) MEASURED: 988.50'  
(NAD83: N89°12'18"W 988.52')

16614

## SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 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.

Evan J. Wood  
Professional Land Surveyor  
Certificate No. 183395

APRIL 19, 2019  
Date

## BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 36, Township 5 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows:

Beginning at the southwest corner of PLAT 1, OVERLAND, PHASE B Subdivision, according to the Official Plat thereof recorded as Entry No. 106126-2018 in the Office of the Utah County Recorder, said point located N89°12'34"W 988.50 feet along the Section to the North 1/4 Corner of Section 1, T6S, R2W, SLB&M and N89°17'16"W 221.44 feet along the Section line and North 1/4 Corner of Section 36, T5S, R2W, SLB&M; then along the north line of PLAT 3, OVERLAND, PHASE A Subdivision, according to the Official Plat thereof recorded as Entry No. 93080-2018 in the Office of the Utah County Recorder, N89°34'21"W 561.35 feet; then N79°00'41"W 187.01 feet; then N11°33'50"E 63.31 feet; then N14°20'50"W 53.00 feet; then N75°39'10"E 26.95 feet; then N14°00'01"E 131.56 feet; then N11°34'41"E 70.93 feet; then N06°32'26"E 63.75 feet; then N01°00'13"E 63.76 feet; then N03°48'24"W 63.77 feet; then N83°14'16"E 187.00 feet; then Southerly along the arc of a non-tangent curve to the right having a radius of 888.50 feet (radius bears: S83°14'16"W) a distance of 3.15 feet through a central angle of 00°12'11" Chord: S06°39'38"E 3.15 feet; then S89°34'21"E 493.05 feet to the northwest corner of Lot B127 of said PLAT 1, OVERLAND, PHASE B; then along said plat the following six (6) courses: (1) S00°34'55"W 116.00 feet; then (2) S00°25'39"W 53.00 feet; then (3) S00°26'59"W 222.00 feet; then (4) N89°34'21"W 5.14 feet; then (5) S00°25'39"W 53.00 feet; then (6) S00°34'51"W 119.00 feet to the point of beginning.

Contains: 8.98 acres +/-

ENT. 63053-2019 Map # 16614  
JEFFERY SHITH  
UTAH COUNTY RECORDER  
2019 JUL 09 10:37 am FEE 114.00 BY MA  
RECORDED FOR EAGLE MOUNTAIN CITY

## OWNERS DEDICATION

THE UNDERSIGNED OWNER OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE ON THIS PLAT, HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, AND PUBLIC ROADS, THE STATE OF UTAH, THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA"), DOES HEREBY DEDICATE AND CONVEY UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, TO EAGLE MOUNTAIN CITY, UTAH (THE "CITY"), ALL PARCELS OF LAND DEPICTED ON THIS PLAT AS PUBLIC ROADS, FOR THE BENEFIT OF THE CITY AND THE PUBLIC, RESERVING HOWEVER TO THE STATE OF UTAH THE ENTIRE INTEREST OF THE STATE OF UTAH IN THE MINERAL ESTATE IN THE LANDS SO CONVEYED AND DEDICATED. SITLA DOES HEREBY DEDICATE TO EAGLE MOUNTAIN CITY, UTAH, PUBLIC UTILITY & DRAINAGE EASEMENTS ("P.U. & D.E.") DEPICTED ON THIS PLAT, FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. ALL LOTS, PUBLIC ROADS, AND EASEMENTS ARE AS NOTED OR SHOWN, ARE SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR OVERLAND IN EAGLE MOUNTAIN, UTAH RECORDED

APRIL 27, 2017, AS ENTRY NO. 40466-2017.  
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 27th DAY OF April, 2019.  
STATE OF UTAH  
THE STATE OF UTAH, ACTING THROUGH THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

David Ure  
DIRECTOR  
APPROVED AS TO FORM: SPECIAL ASSISTANT ATTORNEY GENERAL

Sean Reyes, UTAH ATTORNEY GENERAL

## JOINDER AND CONSENT

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

IVORY HOMES, LTD. A UTAH LIMITED PARTNERSHIP  
PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE  
RYAN TESCH

STATE OF UTAH } S.S.  
COUNTY OF SALT LAKE }  
ON THE 22nd DAY OF April, 2019, PERSONALLY APPEARED BEFORE ME RYAN TESCH, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE CEO OF IVORY HOMES, LTD., AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.  
MY COMMISSION EXPIRES: 01-10-2022  
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY  
PETER STEVEN CAMERON  
PRINTED FULL NAME OF NOTARY  
MY COMMISSION No. 698412

## STATE OF UTAH ACKNOWLEDGEMENT

STATE OF UTAH } S.S.  
COUNTY OF UTAH }  
ON THE 23rd DAY OF April, 2019, PERSONALLY APPEARED BEFORE ME David Ure, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION OF THE STATE OF UTAH, AND THE SIGNER OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED HEREIN.  
MY COMMISSION EXPIRES: 05/06/21  
Alan Russell Roe  
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN SALT LAKE COUNTY  
MY COMMISSION No. 691764  
Alan Russell Roe  
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 2nd DAY OF July, 2019.

APPROVED BY MAYOR: [Signature]

APPROVED BY CITY ATTORNEY: [Signature]

APPROVED BY CITY ENGINEER (SEE SEAL BELOW): [Signature]

ATTEST BY CITY RECORDER (SEE SEAL BELOW): [Signature]

## PHASE "B", PLAT 2 OVERLAND SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 36, T5S, R2W,  
SALT LAKE BASE & MERIDIAN  
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH  
SCALE: 1"=60'

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



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
APRIL 7, 2020**

|                                 |                                                                    |                |                  |
|---------------------------------|--------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | Valley View Restroom Project Change Order #1 - CT Davis Excavation |                |                  |
| <b>ITEM TYPE:</b>               | Change Order                                                       |                |                  |
| <b>FISCAL IMPACT:</b>           | \$17,507.00                                                        |                |                  |
| <b>APPLICANT:</b>               | Brad Hickman                                                       |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**PREPARED BY:**

Brad Hickman, Parks and  
Recreation

**RECOMMENDATION:**

Staff recommends the City Council approve the change order in the amount of \$17,507.00 with CT Davis Excavation.

**BACKGROUND:**

CT Davis Excavation was hired through the bidding process to install the necessary sewer and water line to complete the Valley View Park Restroom. This process included installing a 10" water main 200 feet to the south to allow for the restroom to be installed in the park. Through the original bidding process, the underground plumbing for the CXT restroom was missed and is part of this change order. Also there are charges for modifications that needed to be made in regards to the installation of the sewer main; additional concrete was needed to cover the lateral line that feeds into the park. Because of weather, a temporary asphalt patch was needed on the roadway. As soon as weather permits, the road and trail will be completed, as will all other items associated with this project.

**Attachments:**

[Change Order CT Davis Excavation LLC](#)

**CT Davis Excavation LLC**

1476 N 5900 W

Ogden, UT 84404

801-391-6449

services@ctdavisexcavation.com

www.ctdavisexcavation.com

**Invoice****BILL TO**

Eagle Mountain - Valley View

1650 E Stagecoach Run

Eagle Mountain, Ut

| INVOICE # | DATE       | TOTAL DUE   | DUE DATE   | TERMS  | ENCLOSED |
|-----------|------------|-------------|------------|--------|----------|
| 1219      | 12/03/2019 | \$17,507.00 | 01/02/2020 | Net 30 |          |

**JOB**

Valley View Park Sewer

| ACTIVITY                                                            | QTY | RATE     | AMOUNT   |
|---------------------------------------------------------------------|-----|----------|----------|
| <b>Building plumbing</b><br>Underground piping for precast restroom | 1   | 9,862.00 | 9,862.00 |
| <b>10" sewer</b><br>10 x 10 Y4" of concrete on top                  | 1   | 1,485.00 | 1,485.00 |
| <b>Temporary asphalt</b><br>temporary patch and removal             | 1   | 4,580.00 | 4,580.00 |
| <b>Testing</b><br>Compaction testing                                | 1   | 1,580.00 | 1,580.00 |

BALANCE DUE

**\$17,507.00**

Thank you for your business!

A monthly finance charge of 2% is assessed on all past due invoices on the last day of each month. In the event this invoice remains unpaid, the customer is responsible for all attorney/collection fees and costs.



## EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

March 17, 2020, 7:00 p.m.  
Eagle Mountain City Council Chambers  
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

*The meeting was conducted electronically due to the COVID-19 virus and recommendations regarding social distancing and not congregating in groups of more than ten people. Based upon these circumstances, the meeting began at 7:00 p.m., forgoing the Work Session.*

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Mayor Tom Westmoreland, Councilmembers Donna Burnham, Melissa Clark, Colby Curtis, Jared Gray, and Carolyn Love.

CITY STAFF PRESENT ELECTRONICALLY: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Fionnuala Kofoed, City Recorder; Jeremy Cook, City Attorney; Elizabeth Fewkes, Recording Secretary; Lianne Pengra; Deputy Recorder; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Aaron Sanborn, Economic Development Director; Zac Hilton, Streets and Storm Drain Manager; and Brad Hickman, Parks and Recreation Director.

#### **4. CALL TO ORDER**

Mayor Westmoreland called the meeting to order at 7:06 p.m.

#### **5. PLEDGE OF ALLEGIANCE**

*As the meeting was conducted electronically, the meeting body did not recite the Pledge of Allegiance.*

#### **6. INFORMATION ITEMS/UPCOMING EVENTS**

None.

#### **7. PUBLIC COMMENTS**

The public was able to submit comments via email to [recorder@emcity.org](mailto:recorder@emcity.org); however, no comments were received.

#### **8. CITY COUNCIL/MAYOR'S ITEMS**

None.

### **CONSENT AGENDA**



## 9. AGREEMENTS

- 9.A. Pony Express Trench Repair Construction Management Service – Project Engineering Consultants, Ltd.

## 10. BID AWARDS

- 10.A. Eagle Mountain City Parks, Trails, & Open Space Master Plan Update – MHTN Architects

- 10.B. 2020 Eagle Mountain Slurry Seal Project – Morgan Pavement

## 11. BOND RELEASES

- 11.A. Oak Hollow Phase A, Plat 5 – Out of Warranty

- 11.B. Pony Express Town Homes – Out of Warranty

- 11.C. Trailhead Town Homes – Out of Warranty

## 12. MINUTES

- 12.A. February 18, 2020 – Regular City Council Meeting

## 13. PRELIMINARY PLATS & SITE PLANS

- 13.A. Hidden Hollow Phase B – Amended Site Plan

## 14. RESOLUTIONS

- 14.A. Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for Cemetery Fees and Park Reservation Fees

**MOTION:** *Councilmember Curtis moved to approve the consent agenda, with the February 18, 2020 minutes as amended, and removing item 13.A. Hidden Hollow Phase B amended site plan and placing it as a scheduled item for further discussion. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

## SCHEDULED ITEMS

### 13. PRELIMINARY PLATS & SITE PLANS

- 13.A. Hidden Hollow Phase B – Amended Site Plan

Community Development Director Steve Mumford presented the item. This application only addresses the Parks and Amenities Plan for the Hidden Hollow Phase B preliminary plat. The Hidden Hollow Phase B preliminary plat and site plan were approved by the City Council on September 4, 2018. Phase B consists of 17 single-family lots and 54 townhouses, for a total of 71 lots/units. The plan included a gravel trail at the base of the hill behind the townhouses, a storm water detention basin, and a 20-stall trailhead parking lot with a drinking fountain, restroom, trailhead kiosk, bike tool rack, wayfinding signs, and bench/picnic tables with shade structure.

Mr. Mumford explained the following reasons the applicant is requesting the amendment. Moving the restroom further from the well improves the water source protection, removing the risk of potential sewer leaks that may compromise the water quality at the well. The project engineer recommended that the restroom be moved further from the well as a better engineering solution. Additionally, the location of the existing parking lot does not provide potential for expansion. The upper parking lot provides more parking in an area that can be expanded. And finally, the trail behind the townhouses, tucked in between the buildings and the retaining walls, does not provide a benefit to the neighborhood, while the larger parking lot provides a benefit to the community at large.

The new proposal includes eliminating the trail behind the townhouses, moving the trailhead bathroom and amenities to the new upper parking lot, and replacing the curb, gutter and asphalt on twenty parking stalls with eighty parking stalls on nine inches of sub-base and six inches of road base with railroad ties at the ends of the stalls. The applicant is willing to install wood fencing instead of railroad ties. The earthwork has already been completed to prepare the smaller parking area adjacent to the well, so rather than completely swapping places between the parking lot and the detention basin, the plan will include a larger parking area and a smaller overflow parking area.

Mr. Mumford explained that landscaping will remain as it was presented with the original proposal, except for the south portion; instead of the native open space, it will now be sixty parking stalls, along with the trailhead amenities. The Hidden Valley area is used quite frequently by the mountain biking community and is an attraction for mountain bikers from many other cities. The local high school mountain bike teams use these trails to train, and they have begun holding a mountain bike race on the trails each season. Additional parking in this area would be well used.

The applicant has provided costs from bids to provide evidence that the proposed changes do not represent a cost savings. The trail preparation was bid at \$1.16 per square foot with 10,300 square feet for a total cost of \$11,950. The gravel trail does not have traffic loads, so it would be different from a parking lot section. The asphalt was bid at \$1.48 per square foot on 7,050 square feet for a total of \$10,434. The bid for the curb and gutter installation was \$22.13 per linear foot on 360 feet for a total cost of \$7,966.

Staff has discussed the possibility of the City paving the parking areas in the future. The Streets Manager Zac Hilton has estimated the cost of paving at approximately \$2.00 per square foot, which includes materials and labor. If grading and rolling work is required, that number may increase slightly. There are also potential grant opportunities that staff is researching to help with the cost of paving and additional trailhead amenities.



Mr. Mumford explained the main area of debate during Planning Commission was the paving of the parking lot.

Applicant Ryan Bybee said the Planning Commission recommended replacing the railroad ties, which deteriorate with age, with a split-rail fence to define the parking area. He expressed concern that the fencing materials and installation may exceed the funds allocated to the purchase of railroad ties.

Councilmember Love suggested matching the fence style with the fencing used in other areas in Eagle Mountain.

Councilmember Curtis asked why the same material wasn't being used on both parking lots instead of road base for one and asphalt on the second. Councilmember Love explained it was due to costs, and the Planning Commission wanted to use the funds, if available, for paving the twenty-stall lot.

Councilmember Clark asked if the cost of maintaining the split-rail fence would be higher than other fencing options. Parks and Recreation Director Brad Hickman said the split-rail fence would require some maintenance upkeep, but repairs are inexpensive. He said using the same fencing as used throughout the City along rights-of-way would be preferable.

Mr. Bybee said he agreed with the desire for fencing consistency but expressed concern regarding a significant increase in cost to install split-rail fencing around the parking lots. He stated he would be willing to use some of the amenity points and costs allocated to Phase C to install the fencing.

Councilmember Love said the amenities for Phase C include mountain bike trails and playground equipment and expressed concern that removing the playground equipment would result in a reduced benefit to townhome residents. Councilmember Clark expressed the need for playground equipment for the multifamily residents and said the City allowed the mountain bike trails as amenities as a benefit to the overall community; she wants to ensure the residents have sufficient amenities for their housing community.

Councilmember Curtis expressed concern that the amenities would appear unfinished and would provide insufficient benefits to both the housing development residents in addition to the overall community.

Councilmember Love stated her preference for eighty parking stalls in unpaved lots over twenty stalls in a paved lot and said the parking would benefit the residents by eliminating street parking.

Councilmember Gray expressed concern that the parking lots would be used as overflow parking for the multifamily homes and unmarked stalls would cause decreases in parking utilization due to vehicles and trailers parking across multiple stalls.

Mr. Mumford said concrete barriers could be used to designate parking stalls, and City code enforcement could issue parking violations if necessary.

Discussion ensued clarifying the potential amenity fund transfers and allocations.

Mr. Hilton said City staff could pave the parking lots in-house, if the City Council approves funds for the project.

Councilmember Curtis said he wants to ensure the parking lots are aesthetically pleasing due to their location near a neighborhood, and a fence would do more to improve the appearance than asphalt.

Mr. Bybee expressed willingness to accommodate the City Council's directives as long as the funds necessary did not exceed the original fund allocation for the project; the purpose of the railroad ties was to designate parking stalls. He stated parking etiquette has not been an issue in the area and feels optimizing the number of parking stalls available would be the best course of action. He explained the townhomes will have either two- or three-car garages, the community has overflow parking, and the location on an incline from the trailhead parking to the townhomes would make its use as overflow parking unlikely due to inconvenience.

Discussion ensued regarding the bid figures for the subbase installation.

Councilmember Curtis stated he would prefer split-rail fencing over asphalt installation in the lower parking lot. Mayor Westmoreland and Councilmember Love concurred.

Mr. Jerome indicated the cost for split-rail fencing, including installation and staining, is \$19 per linear foot.

Mr. Bybee stated the amended site plan budgeted \$4,000 for railroad ties, and he would need to take measurements of the parking lot perimeters before providing an estimate for split-rail fence installation. He suggested installing subbase on both parking lots and split rail fencing on the lower parking lot and requesting State funding for the installation of the split rail fence for the upper parking lot.

Councilmember Curtis expressed concern regarding leaving the upper parking lot unfinished. He stated his preference to decrease the size of the upper parking lot and allocate the funds to complete a fence.

Mayor Westmoreland suggested installing a non-continuous fence at corners and other key points to mark the parking lot while reducing overall costs.

Councilmember Gray expressed his preference to install the parking lots now and that it would be more convenient and less expensive for the City to pave the parking lots at a future date than to expand or install additional parking.

Discussion ensued regarding the cost to the City to install asphalt on the parking lots.

Councilmember Burnham stated her preference for the highest number of parking stalls possible and the use of the remaining funds to install as much non-continuous split rail fence as possible.

Councilmember Love suggested transferring the funds allocated to the mountain bike trails in Phase C to finishing the fence.

Mr. Bybee explained the mountain bike trail installation and maintenance has occurred over the past ten years as part of a master planned mountain bike trail system on an easement donated to the City. Amenity points and landscape open space credit for the trails are being awarded for Phase C of this project. Mr. Bybee said funds from Phase C or other phases, other than playground equipment, could potentially be allocated for completing the parking lot fencing.

Councilmember Clark said the City compromised when allowing the mountain bike trails to count for amenity points and wanted to ensure the residents are receiving sufficient amenities.

Mr. Mumford explained the asphalt removal was included in the proposal, so the funds cannot be reallocated.

Councilmember Burnham expressed concern regarding transferring funds and points from future phases and suggested conditioning as much split-rail fence as the funds allow.

**MOTION:** *Councilmember Burnham moved to approve the Hidden Hollow Phase B amended site plan with the following conditions:*

- 1. A full updated set of landscape plans shall be submitted and approved before building permits can be submitted in Phase B Plat 2;*
- 2. Applicant shall replace railroad ties with \$4,000 worth of discontinuous, split-rail fencing at corners, entrances, and partial perimeters of the upper and lower parking lots;*
- 3. The applicant shall transfer the cost of the removal of the gravel trail from behind the townhomes to the upper parking lot and curb and gutter;*
- 4. The applicant shall work with staff to record a plat amendment for the single-family development;*
- 5. The applicant shall work with staff to provide appropriate storm water drainage from the lower parking area; and*
- 6. The upper parking lot amenities shall include a drinking fountain, a restroom, tables with shade structures, bike racks, trees, trailhead kiosk, a bike tool rack, and wayfinding signs.*

*Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

## 15. ORDINANCE/PUBLIC HEARING

### 15.A. An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 16.15.050 Review of Concept Plans

Planning Manager Michael Hadley presented the item. Mr. Hadley explained this is a change in the Municipal Code removing the word “or” under Concept Plan Review; this amendment will require concept plans to be presented to both the Planning Commission and the City Council.

Councilmember Love stated this ordinance resolves a contradiction in Municipal Code whereas regulations require an item to be presented to the Planning Commission before the City Council.

Councilmember Curtis clarified the amendment removes an unintentional potential loophole from Municipal Code.

*Mayor Westmoreland opened the public hearing at 8:39 p.m. As there were no comments submitted to recorder@emcity.org, the hearing was closed.*

**MOTION:** *Councilmember Curtis moved to approve an ordinance of Eagle Mountain City, Utah, amending Eagle Mountain Municipal Code Chapter 16.15.050 Review of Concept Plans. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

## 16. AGREEMENT

### 16.A. Transportation Reimbursement Agreement Between Eagle Mountain City, Utah and Flagship Homes

City Administrator Ifo Pili presented the item. The reimbursement agreement is tied to the approval of the site plan for SilverLake 21 and 24 which was presented for City Council approval on February 18, 2020. The item was tabled until the reimbursement agreement was ready for approval.

Mr. Pili stated staff and the applicants have come to an agreement that both sides feel is fair, and he explained that impact fees for Golden Eagle Road will be applied to the project. City Attorney Jeremy Cook said there has been much discussion regarding how to calculate capacity for these roads, due to the lack of State-mandated standards.

**MOTION:** *Councilmember Curtis moved to approve a transportation reimbursement agreement between Eagle Mountain City, Utah and Flagship Homes. Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

## 17. SITE PLAN

### 17.A. SilverLake South 21 & 24

Mr. Hadley explained the SilverLake South preliminary plat was recommended for approval by the Planning Commission on September 24, 2019 and then approved by the City Council on October 1, 2019. Plats 21 and 24 are included within the SilverLake South preliminary plat. Plat

21 consists of 27 single-family lots and 32 town home units for a total of 59 lots/units. Plat 24 consists of 39 single-family lots and 33 town home units for a total of 72 total lots/units.

This item was tabled at the February 18, 2020 City Council meeting until such time as a reimbursement agreement between City staff and the developer is in place; a safe route to the elementary school is determined; the applicant submits updated elevation renderings that include architectural articulation to rear elevations, multiple masonry materials, and masonry wraparound depths that meet the standards set in the SilverLake Master Development agreement; and the applicant submits updated plans with approved trail materials.

Councilmember Gray verified the concrete trails adhered to the City's eight-foot width standards as the renderings were not to scale.

Councilmember Curtis inquired regarding the materials used for the rear elevations.

Applicant representative Pete Evan explained that differences in shades of stucco, roof height, banding, and pop-outs create visual variance between individual units, and that none of the rear elevations fronted on major roadways. Mr. Evan expressed a willingness to wrap masonry materials eighteen inches to the sides of the homes as required and to improve communication with the design center to not allow homeowners to select the option without the requisite wrapping.

Councilmember Love expressed concern that elevation option A failed to meet the SilverLake Master Development Agreement (MDA) requirement of multiple masonry materials, due to the single use of Hardie board and asked if the single material elevation was less expensive.

Mr. Evan explained the elevations options usually vary in price but depending upon the location of the home and the design of the surrounding homes, the homeowners may not be allowed all elevation options.

Councilmember Love said that although Hardie board is an allowable masonry material, the MDA requires the use of multiple masonry materials. She said if homeowners are selecting elevation option A due to preference, she does not want to prohibit the option but also does not want to sacrifice a neighborhoods aesthetical variety if homeowners are only selecting elevation A because it is the least expensive option.

Mr. Evans stated regardless of price, the full Hardie board fiber cement siding elevation, even on custom or partially custom homes, is the most popular option. He suggested the addition of an elevation option including variance in the fiber cement siding appearance to adhere to the MDA.

Councilmember Love said a combination of board and batten, fiber shingles, and fiber cement sidings would adhere to the multiple material MDA requirements.

Councilmember Curtis agreed specific material types should not be required if not desired by homeowners and that variance in the appearance of fiber cement and/or the inclusion of board and batten siding would meet the intent of the MDA without requiring the use of rock or brick.

Applicant representative Bronson Tatton explained that during the preliminary plat approval, the Council required a corridor opening from the shared drive in the cluster product in Phase 20 to provide a safe route to the new elementary school. Best Vinyl has been directed to remove a section to create an opening in the fence tomorrow and an eight-foot, cement trail will be installed to connect the fence opening with the SilverLake Parkway trail. He said eight-foot cement trails will be installed along both sides SilverLake Parkway and Golden Eagle Road.

Councilmember Clark asked if the units on each side of the fence opening have been purchased. Mr. Tatton said neither lot has been purchased, and he is working to obtain a trail easement along the properties.

Councilmember Clark verified with the applicant and staff the potential foot traffic routes to the new elementary school and that the proposed location of the school crosswalk would not be located near the roundabout.

Councilmember Love expressed concern the walking route to school would conflict with the drop off routes for vehicular traffic.

Councilmember Clark said the layout is similar to Pony Express Elementary School located on Smith Ranch Road and stated the necessity of mindfulness in the placement of the crosswalk.

Councilmember Love expressed concern that children living in the townhomes south of the roundabout would not use the indicted safe route to school and asked if a second crosswalk would be located to the south of the roundabout on Silverlake Parkway.

Councilmember Clark said each elementary school is allotted two crossing guards and staff works with the school to determine the best placement of the crosswalks.

Councilmember Love asked if Golden Eagle Road would be completed from Silver Spring Way to Silverlake Parkway before school begins in the fall.

Mr. Evans said Golden Eagle Road is scheduled for completion midsummer including streets, curb and gutter, sidewalks, and pavement; however, landscaping will not be completed until after the dry utilities are installed.

Councilmember Curtis asked for the landscaping completion date. Mr. Tatton said landscaping installation will begin after dry utilities are installed in late summer or early fall with an estimated completion spring of 2021.

Councilmember Curtis asked if the applicants would agree to the inclusion of timeframe conditions in the motion. Mr. Evans said he understands the need for the completion of Golden Eagle Road before school begins in the fall, but due to the unpredictable nature of landscaping installation, he preferred not to have a mandated timeframe.

Discussion ensued regarding timing for landscape completion. The applicants agreed to condition the landscaping to be completed within twelve months of the installation of the extension of Golden Eagle Road.

**MOTION:** *Councilmember Curtis moved to approve the SilverLake South 21 & 24 site plan with the following conditions:*

- 1. Applicant shall pay a landscape cash escrow to the City of \$2,810.40 per lot/unit at plat recording;*
- 2. The fencing along Golden Eagle Road shall match the collector road fencing approved for the SilverLake South area;*
- 3. The fire pit shall be moved away from any structures;*
- 4. An ADA-compliant parking stall shall be included;*
- 5. All trails shall be installed in accordance with City Municipal Code standards including an eight-foot width;*
- 6. Golden Eagle Road street and sidewalk extension installation shall be completed before school begins on August 18, 2020.*
- 7. Landscaping shall be completed by July 31, 2021; and*
- 8. Elevation A shall contain multiple design elements including siding color variance and/or a combination of masonry materials such as fiber cement, board and batten, and/or fiber cement shingle sidings subject to staff approval.*

*Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

## 18. ORDINANCE

### 18.A. An Ordinance of Eagle Mountain City, Utah, Adopting a Transient Room Tax

Economic Development Director Aaron Sanborn explained that recently staff has been in discussions with various development groups surrounding the possibility of bringing a hotel to Eagle Mountain City. The State allows cities to collect up to a 1 percent transient room tax on hotels, motels, inns, bed and breakfasts, and other short-term rentals. This ordinance would allow the City to receive increased tax revenue from these operations, which helps to offset costs associated with those services. State Code states that the transient room tax is to be used for General Fund purposes. The tax would be collected by the Utah Tax Commission and remitted to the City under our current agreement.

Mr. Sanborn said the City estimates there are approximately ten short-term rentals currently located within the City.

Councilmember Curtis asked if the tax is required to be in place before the construction of hotels and expressed concern the collected taxes would be allocated mostly to other cities.

Mr. Sanborn explained the tax does not need to be in place before the construction of hotels. He said the tax fund would be allocated to and directly benefit the City.



Councilmember Gray expressed concerns related to raising taxes and asked if the tax would be in lieu of other taxes.

Mr. Sanborn explained the intent of the tax, in addition to sales tax, is to offset nonresident use of and impact to City infrastructure and other amenities. He said currently, the impact is low; however, the impact will rise as the number of short-term rentals increase in accordance with City growth.

Councilmember Gray asked if owner's property taxes offset those expenses. Mr. Sanborn explained the property tax is insufficient to offset all the costs.

Councilmember Love said the tax would not increase costs to residents. Councilmember Gray stated residents would be impacted when paying for accommodations for visiting relatives.

Mayor Westmoreland asked if other cities charge the tax. Mr. Sanborn said he did not find any cities with short-term rentals that did not charge the tax. He said Utah is experiencing a growth in short-term rental properties.

Councilmember Clark said homeowners only pay 60 percent of property taxes if the home is not occupied the full year, and this tax helps mitigate the financial burden assumed by the City for those types of properties.

Discussion ensued regarding the reasons for, impact of, and appropriateness of the tax.

**MOTION:**        *Councilmember Love moved to approve an ordinance of Eagle Mountain City, Utah, adopting a transient room tax. Councilmember Clark seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

19.    CITY COUNCIL/MAYOR'S BUSINESS

20.    CITY COUNCIL BOARD LIAISON REPORTS

21.    COMMUNICATION ITEMS

21.A.   Upcoming Agenda Items

21.B.   Financial Report

22.    ADJOURNMENT

**MOTION:**        *Councilmember Curtis moved to adjourn the meeting at 9:33 p.m. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

The meeting was adjourned at 9:34 p.m.

Approved by the City Council on April 7, 2020.

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Fionnuala B. Kofoed, MMC  
City Recorder



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
APRIL 7, 2020**

|                                                         |                                                 |                       |                                 |
|---------------------------------------------------------|-------------------------------------------------|-----------------------|---------------------------------|
| <b>TITLE:</b>                                           | Ranches Golf Course Event Barn - SITE PLAN      |                       |                                 |
| <b>ITEM TYPE:</b>                                       | Site Plan                                       |                       |                                 |
| <b>FISCAL IMPACT:</b>                                   | N/A                                             |                       |                                 |
| <b>APPLICANT:</b>                                       | Matt Pehrson                                    |                       |                                 |
| <b>GENERAL PLAN DESIGNATION</b><br>Parks and Open Space | <b>CURRENT ZONE</b><br>Open Space - Golf Course | <b>ACREAGE</b><br>N/A | <b>COMMUNITY</b><br>The Ranches |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

Items for Consideration:

The proposed plan must comply with the site plan development standards found in 17.100.050 EMMC.

Parking (EMMC 17.55.120(c)): The existing parking lot includes a total of 147 parking stalls. Following the Planning Commission meeting the applicant has added an additional 7 stalls to the plan, for a total of 154 stalls.

The following is the applicant's breakdown of the parking needs: +

"1- The existing golf course demands. If we use 4 stalls per green that would be 72 Stalls plus 14 stalls for the existing pro shop and 6 stalls for the Driving Range, for a total of 92 stalls. Keep in mind that is a full golf course with nobody carpooling.

2- That would leave 55 stalls for the event and fitness center. The main use of the event center is for hosting golf tournaments. So a majority of the time golf parking and event parking are the same people. For events such as weddings, the parking would be in the evening when golf is tapering off. If the event center was being occupied by another use than golf

**RECOMMENDATION:**

The City Council may recommend approval, approval with conditions, table for more information, or denial based upon findings of facts. If the City Council chooses to approve this application, we recommend the following motion: I move that the Eagle Mountain City Council approve the Ranches Event Barn Site Plan with the following conditions: 1) A full set of engineering plans shall be submitted to staff, which includes drainage and a detailed design for the putting green; 2) The elevations shall be revised to include a clearly identifiable entrance outside of the lobby, including a porch, stoop, awning, arcade, or portico. The Council can also table the item with specific requests for more information or changes.

**BACKGROUND:**

On October 2, 2018 the City Council approved the Preliminary Plat for the Ranches Estates project. The Ranches Estates is a residential development consisting of twenty-seven (27) residential units in five (5) different development pods at different locations around the Ranches Golf Course. As part of that approval, and an agreement with the City, the addition of an event barn was stipulated. It was determined with that approval that the required improved open space (approximately 27,000 square feet and 62 amenity points) be taken care of through a public putting course near the new event center, rather than requiring the developer to pay a fee-in-lieu of the park space. The purpose of developing Ranches Estates was to provide the money needed to build the event barn and putting course park at the existing Ranches Golf course, adjacent to the clubhouse. This is the application for a Site Plan for the proposed event barn.

during the afternoon, and we anticipated a packed day, we can always free up spots by having our employees park at the maintenance shed.

Applicants' examples of other golf courses in the area that have event centers: Talons cove in Saratoga Springs. 18 hole golf course with an event center for golf tournaments and weddings. 159 stalls Sleepy Ridge in Orem. 18 hole golf course with 2 event centers. The garden room 2,720 sq ft and the sunset room at 4,160 sq ft. Their building totals over 18,000 sq ft. They have 205 parking stalls. That's 28% more parking than the ranches, however their facility is built to accommodate more the double what we can, and they have 28% more parking.

Added use from the fitness center. Great Life has found that only 18 - 22% of our golf membership body use the fitness component. Therefore, even at 650 - 700 golf members you can only expect that 130 - 150 members will utilize the fitness center from that group. Of those that use the fitness center only 20-30% use it more than twice a week. So averaging that out it's roughly 30 people a day visiting the fitness center. Fortunately fitness users are utilizing stalls at the most opportune time in which not to interrupt the other traffic flows of the golf course. The parking stalls for fitness users will be most heavily used between 5:30 am - 9:30 am and 4:30 pm - 7:30 pm on weekdays."

Elevations: It is up to the City Council to review and decide if the proposed elevations meet the architectural design standards (17.72 EMMC). The proposed building is much larger than originally shown to the Council during the Ranches Estates approval/agreement. The building has also been modified since the Planning Commission meeting, and now includes a 2,467-square foot event area (ballroom), an 1,158-square foot dining area, a 538-square foot kitchen (with a walk-in fridge and freezer), a

2,683-square foot fitness room, a 2,486-square foot open office area on the second floor, a groom room, a bride room, as well as restrooms, a lobby, and a patio. The main entrance of the building, which enters into the lobby, should be enhanced to comply with 17.72.040B EMMC, which requires that the main entrance "be clearly identifiable, and consist of a sheltering element such as a porch, stoop, awning, arcade, or portico." 17.72.040F2 EMMC also states that "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." In our opinion the stone veneer almost feels out of place, and that investment could instead be utilized to enhance the entrances and the rustic look of the facility (additional wood elements), or the stone could be focused on certain areas rather than along the entire base of the building.

Putting course park: As part of the Ranches Estates approval the required improved open space was approved to be placed at the golf course in the form of a putting course that would be accessible to the public. The proposal includes a new putting green location, along with a new cart path. The Council will have to determine if the putting green satisfies the open space requirement from the Ranches Estates approval, and the timing requirement for installation of the course.

Zoning. This property was zoned "Open Space - Golf Course" as part of the Ranches Master Plan. The City Attorney has reviewed the proposal, and advised that the proposed building and uses may be considered permitted and appropriate in this location as secondary uses to the golf course.

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

On March 10th the Planning Commission held a public hearing to consider this item (see attached minutes from the meeting). The Commission was concerned that the event area was not as large as previously presented, the putting course was excluded from the proposal, the kitchen was a "preparation kitchen" only, the parking seemed inadequate, and it was indicated that a portion of the office space was to be leased. Following a lengthy discussion, and some public comment, the Planning Commission moved to recommend approval of The Ranches Event Barn (at the Golf Course) site plan to the City Council with the following condition:

1. A full set of engineering plans shall be submitted to staff, which includes drainage, a detailed design for the putting green, and no less than ten additional parking stalls, but as many as can reasonably fit in the existing parking lot.

The Commission also encouraged the applicant to review the minutes from the October 2, 2018 City Council meeting and make adjustments to their proposal to more fully comply with the expectations from that meeting.

|                             |
|-----------------------------|
| <b>PREPARED BY:</b>         |
| Michael Hadley,<br>Planning |

**Attachments:**

[The Ranches Golf Course Event Center Concept](#)

[03.10.2020 PC Minutes - The Ranches Golf Course Event Center](#)





**SCHEMATIC DESIGN SIGN-OFF**

Signature below indicates Owner/Client Acceptance of Schematic Design level plan set and understands that significant changes beyond this point may result in additional architectural fees billed on an hourly basis per DEIV Architecture's standard hourly rates as posted in the Owner / Architect Agreement.

OWNER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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| SD2         | ARCHITECTURAL SIT... |
| SD3         | FIRST FLOOR PLAN     |
| SD4         | SECOND FLOOR PLAN    |
| SD5         | ROOF PLAN            |
| SD6         | ELEVATIONS           |
| SD7         | SECTIONS             |



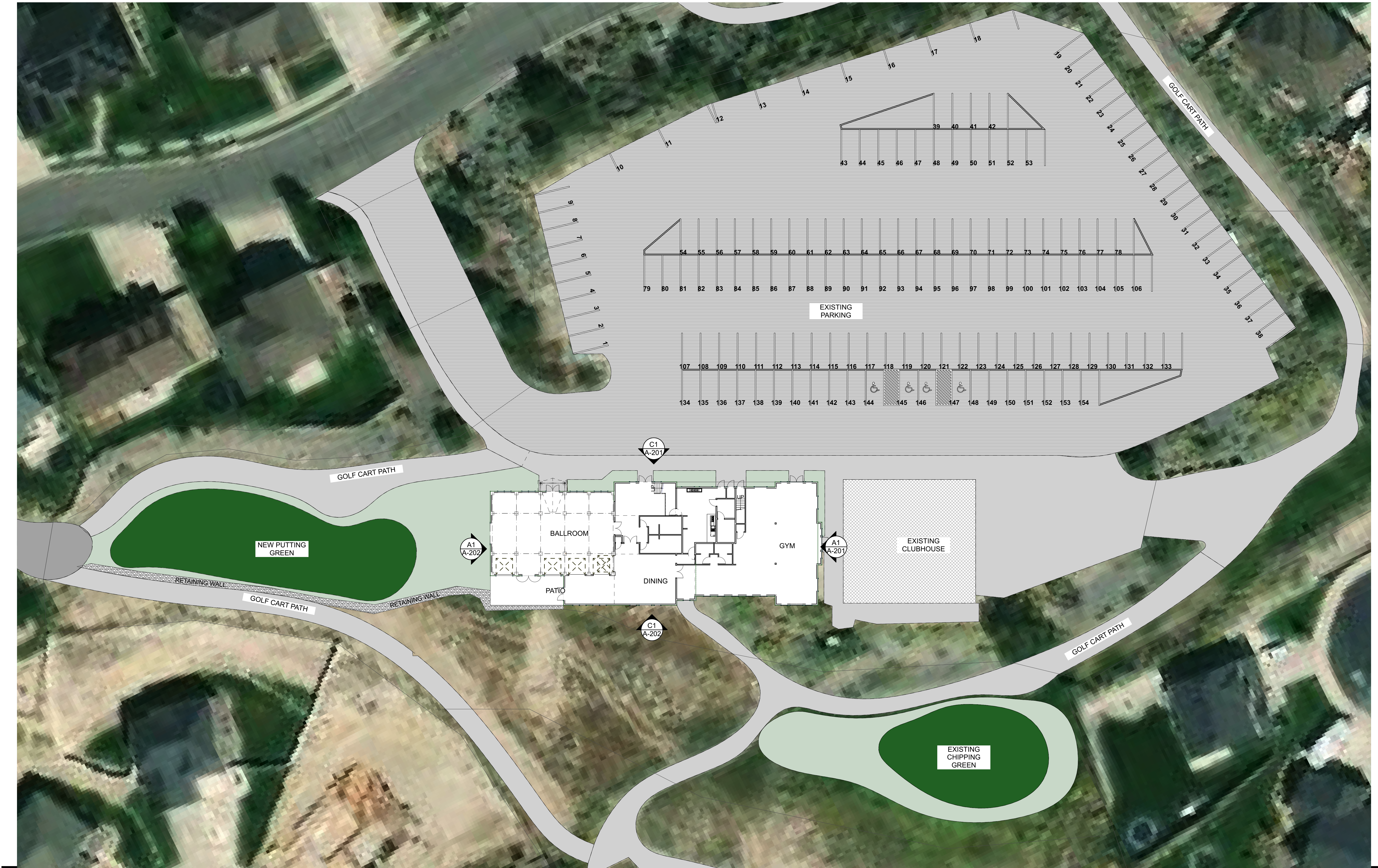
DEIV Architecture and Design, PLLC  
1056 WEST 400 NORTH  
WEST BOUNTIFUL, UT 84087

THE RANCHES GC EVENT CENTER  
MATT PEHRSON

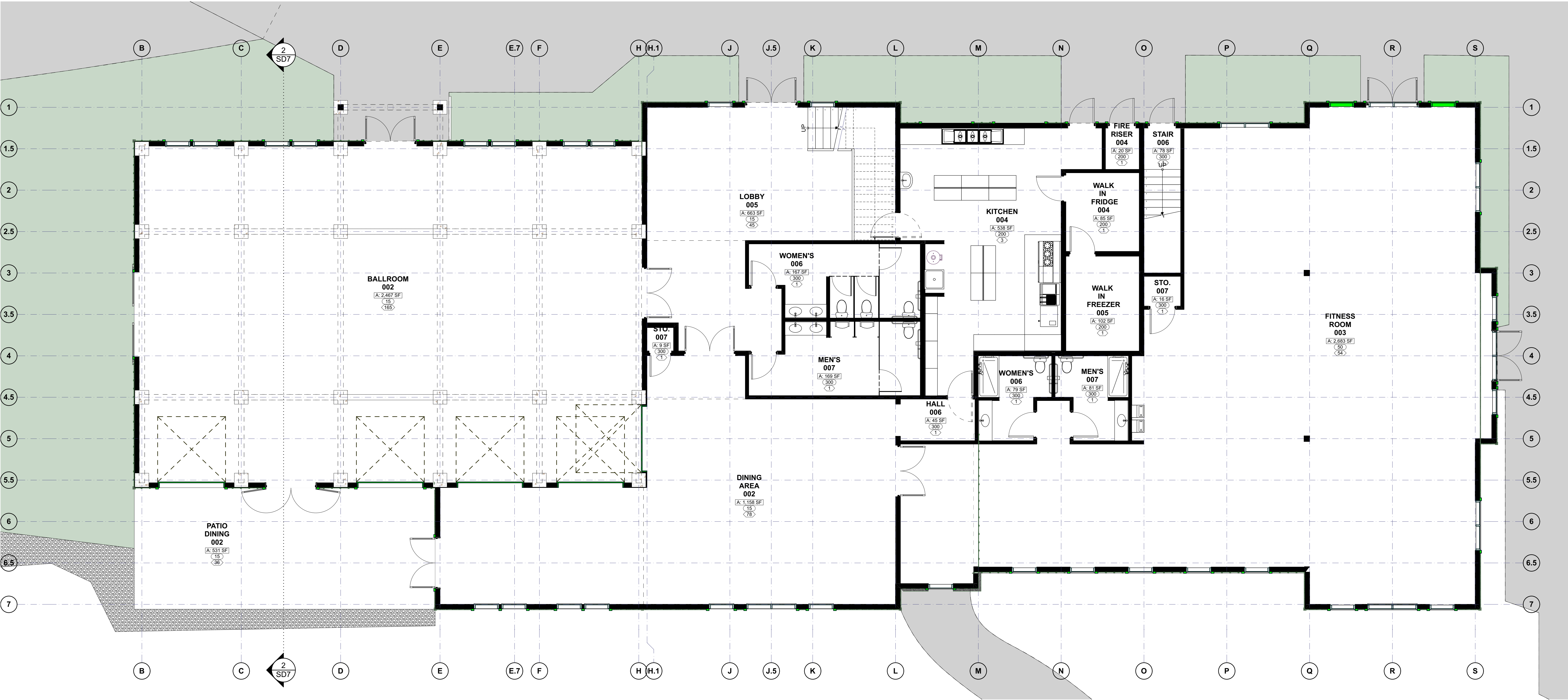
SCHEMATIC COVER SHEET  
4/1/20

SD1

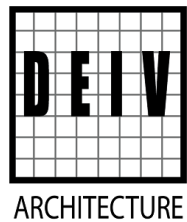








SCALE: 3/16" = 1'-0"



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WEST BOUNTIFUL, UT 84087

THE RANCHES GC EVENT CENTER  
MATT PEHRSON

FIRST FLOOR PLAN  
4/1/20

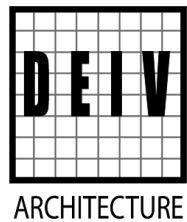
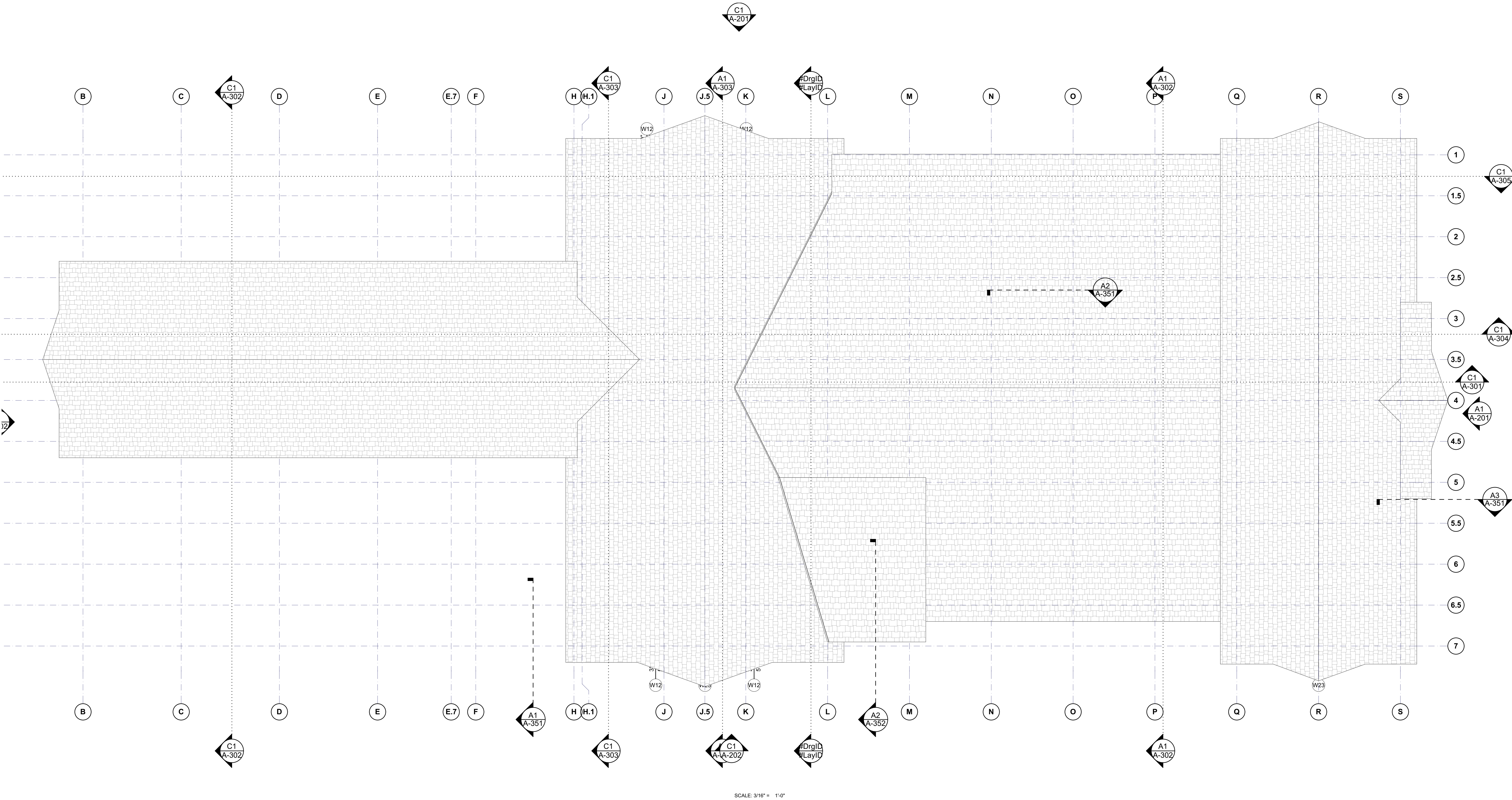
SD3





SCALE: 3/16" = 1'-0"





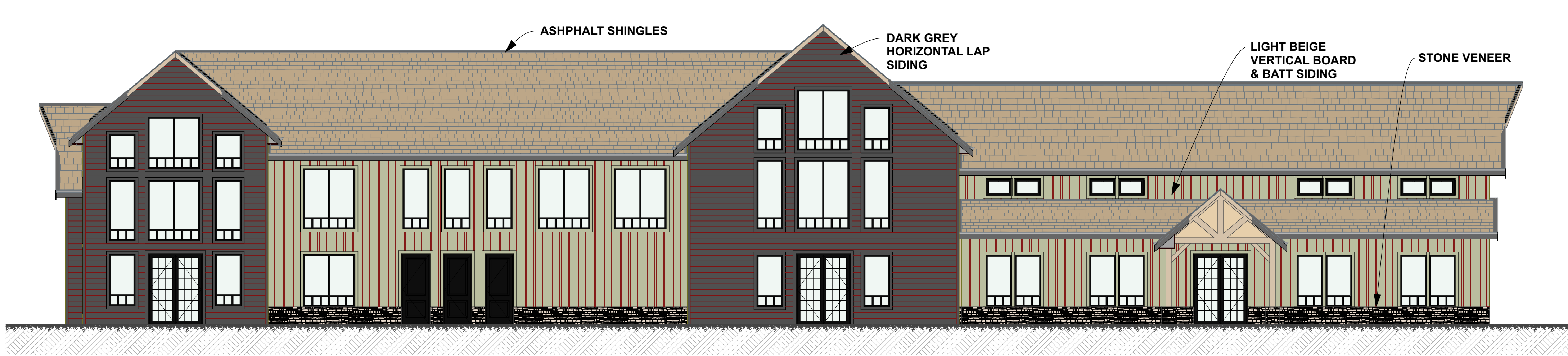
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WEST BOUNTIFUL, UT 84087

THE RANCHES GC EVENT CENTER  
MATT PEHRSON

ROOF PLAN  
4/1/20

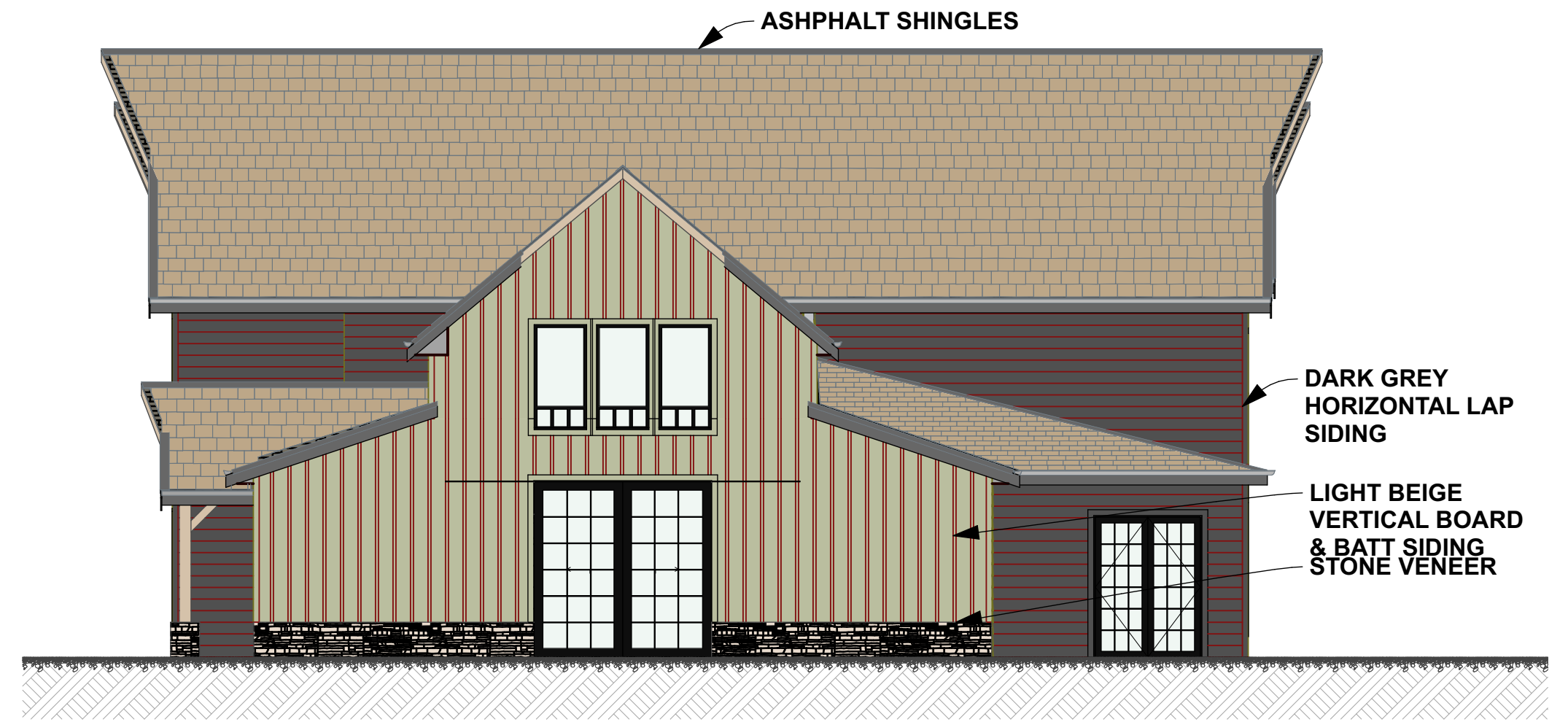
SD5





North Elevation

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



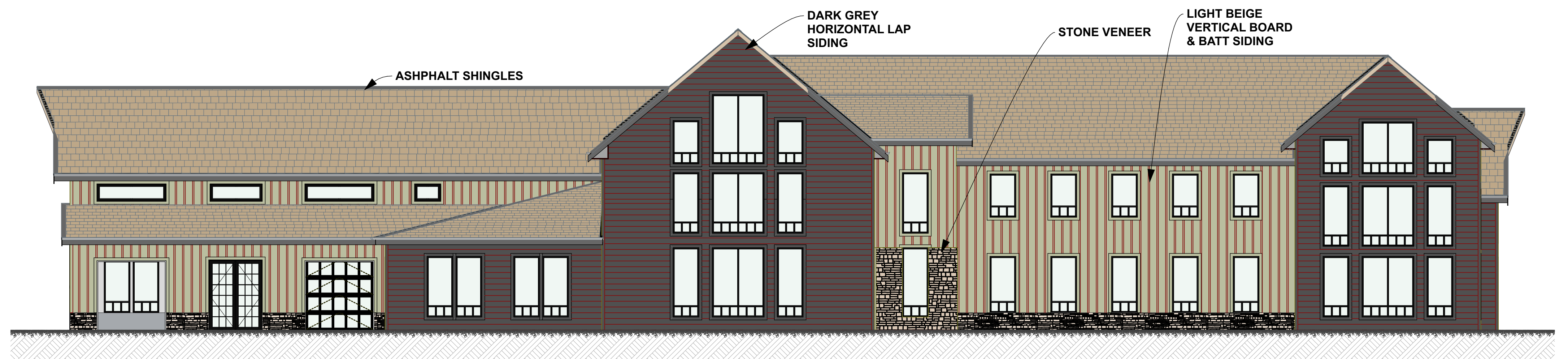
West Elevation

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



East Elevation

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



South Elevation

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



DEIV Architecture and Design, PLLC  
1056 WEST 400 NORTH  
WEST BOUNTIFUL, UT 84087

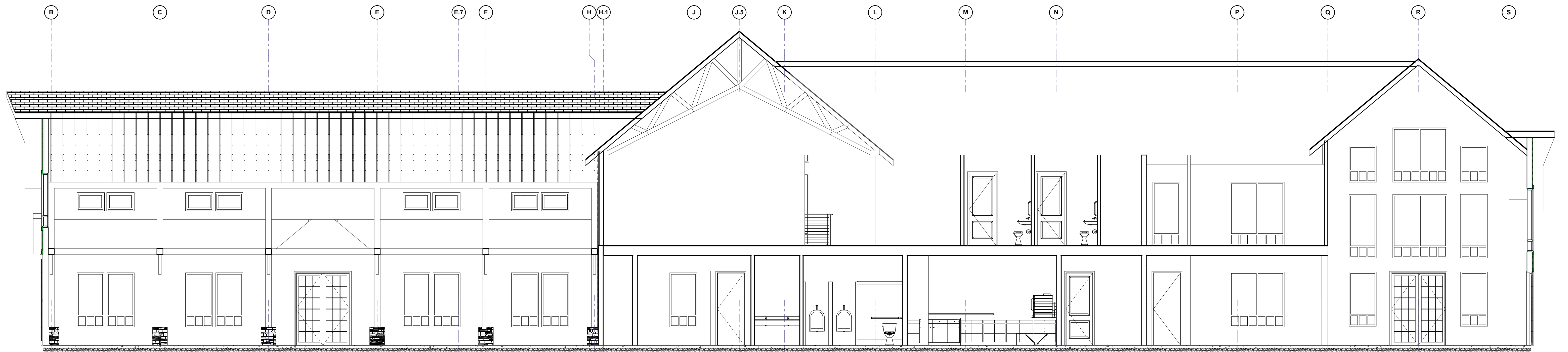
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THE RANCHES GC EVENT CENTER  
MATT PEHRSON

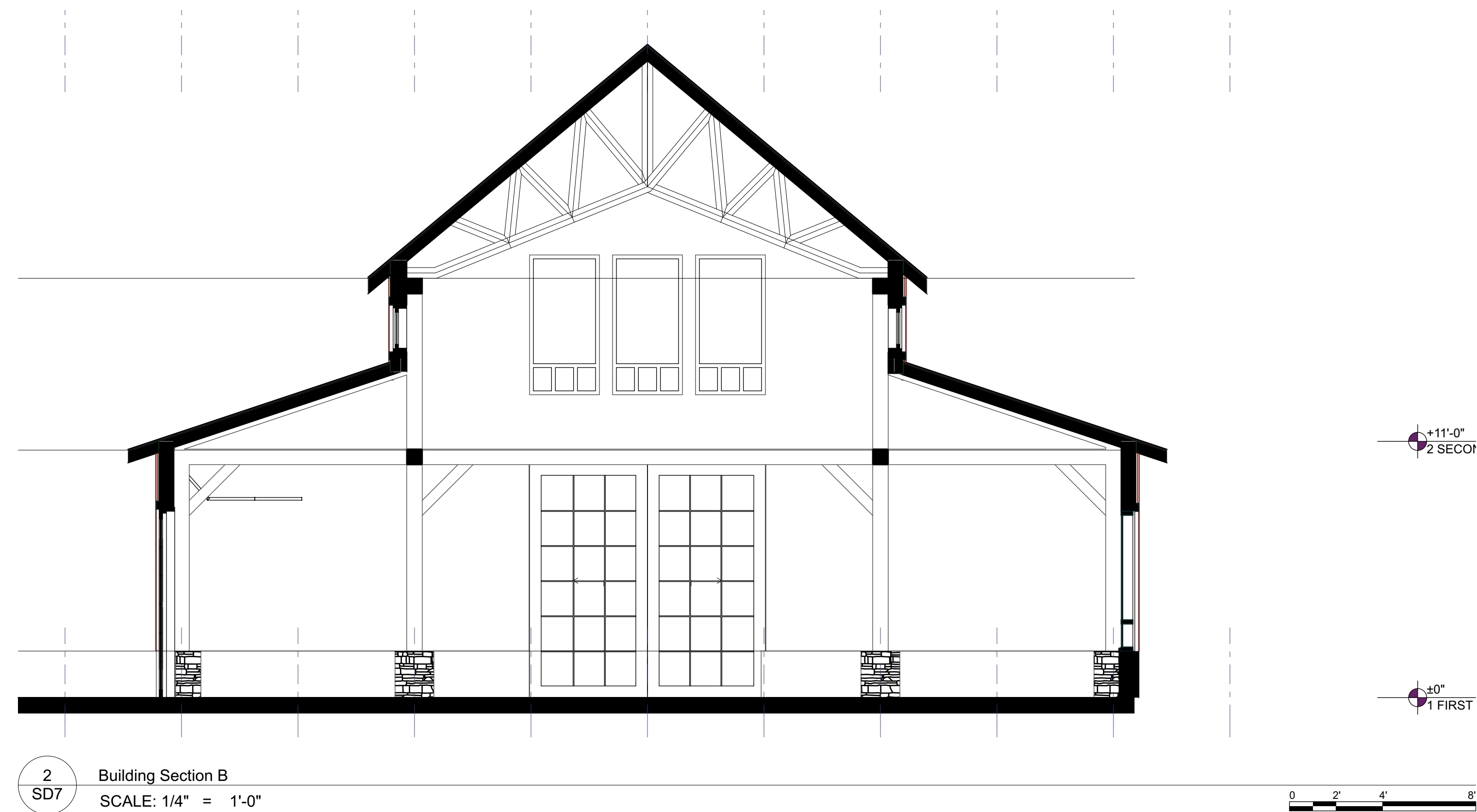
ELEVATIONS  
4/1/20

SD6





1 Building Section A  
SCALE: 3/16" = 1'-0"



2 Building Section B  
SD7 SCALE: 1/4" = 1'-0"

Commissioner Wood adjourned the work session at 6:30 p.m.

### **6:30 P.M. – Eagle Mountain City Planning Commission Policy Session**

Commissioner Wood called the policy session to order at 6:30 p.m.

#### **2. Pledge of Allegiance**

Commissioner Wood led the Pledge of Allegiance.

#### **3. Declaration of Conflicts of Interest**

None.

#### **4. Approval of Meeting Minutes**

##### **4.A. February 25, 2020 Minutes**

Commissioner Everett requested a correction to condition number four on the motion to recommend approval of the Hidden Hollow Phase B amended site plan, “The applicant shall work with staff to record the plat amendment for a lot line adjustment for the townhomes due to removal of the trail,” changing “the townhomes” to “single-family lots 113 and 114.”

**MOTION:** *Commissioner Everett moved to approve the February 25, 2020 meeting minutes as amended. Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

#### **5. Status Report**

The City Council meeting scheduled for March 3, 2020 was cancelled due to the Utah 2020 Presidential Primary election.

#### **6. Action and Advisory Items**

##### **6.A. The Ranches Event Barn (at the Golf Course) - Site Plan - Public Hearing**

Planning Manager Michael Hadley presented The Ranches Golf Course Event Barn site plan. The Ranches Estates preliminary plat was approved by the City Council on October 2, 2018. The addition of an event barn was stipulated as part of the approval/agreement with the City. The purpose of developing The Ranches Estates was to provide the money needed to build the event barn and golf course park, adjacent to the existing clubhouse. The Ranches Estates development consists of 27 residential units in five development pods around Ranches Golf Course. This application is a site plan for the proposed event barn.

Mr. Hadley explained the site has a total of 147 existing parking stalls. Based on the Parks and Open Space Master Plan recommendations, it is recommended that the golf course provide 159 stalls. An additional 46 to 48 parking stalls would be needed to match that recommendation.

Mr. Hadley stated the elevations shown to the City Council during The Ranches Estates approval/agreement are consistent with this proposal, except the currently proposed building provides a similar sized event space with additional space for a fitness center, kitchen, restrooms, and office area. Discussion should be held concerning whether the fitness center should be open to the public or only open to golf course members. He stated the Commission may want to consider the timing of the proposed installation of Golf Course Park that is to coincide with building of event barn. City Attorney Jeremy Cook reviewed the proposal and concluded the proposed building and uses are permitted and appropriate in this location as secondary uses to the golf course.

Applicant representative Matt Pehrson with GreatLIFE Golf and Fitness Club explained their business model combines golf and fitness with the goal to promote fitness and to grow the game of golf.

Commissioner Pengra asked Mr. Pehrson what his involvement was with the original applicant.

Mr. Pehrson explained GreatLIFE took 51% ownership of The Ranches Golf Course from Vanguard Golf Management about a year ago and has transitioned to a current 90% ownership. The addition of the fitness center to the previously planned event center was to align the facility with GreatLIFE's business model.

Commissioner Wood expressed concern that this site plan does not coincide with the site plan approved by the City Council in October 2, 2018 due to a significant square footage reduction and lack of approved amenities including a restaurant.

*Commissioner Wood opened the public hearing at 6:42 p.m.*

Tammy Larsen expressed frustration due to the impact to their lot during excavation, concern regarding the lack of privacy fencing and noise pollution from events, and the impact of the event barn on the resale value of her home.

Shawn Richards stated, as a business owner and a member of the Eagle Mountain City Chamber of Commerce, his support for project and that the event barn venue and the augmentation and improvement of the existing golf course facilities benefit other City businesses. He said during his dealings with the applicants, he has been impressed with their characters and believes they will work with the owners of adjacent properties to resolve concerns, and the family-friendly facilities provide an active, outdoor activity for families to spend time together.

John Beutler stated that during the excavation in October 2018, the previous company pushed dirt up against the fence between the golf course property and his property and the resulting rock would have fallen through the gap in the fence and onto his property had deer netting not been installed on his property to contain his dogs. He spoke with the Director of Golf for Vanguard Golf

Management Mark Whetzel and was told the issue would be resolved, but then construction stopped, and the dirt was never moved.

Commissioner Wood advised Mr. Beutler to speak with Mr. Mumford or City Engineer Chris Trusty regarding the issues. Mr. Beutler said he had emailed employees in the Planning Department regarding the problem. Mr. Hadley stated he spoke with Mr. Pehrson today regarding the issue, and Mr. Pehrson said he would work with the homeowner on a resolution.

The Ranches Golf Course employee Christine Denkers said she has worked at the golf course for seven seasons and has seen a lot of growth. Approval of the site plan would enable the golf course to offer and support more community and family activities.

Judy Thomas stated her preference for the plan approved in October 2018 with a larger event center to accommodate tournament attendees and was expressed disappointment that the fine dining restaurant would now be a prep center for processed foods.

Cliff Hansen stated support for the new ownership and plans and that the new and upgraded facilities will be an asset to the community.

*Commissioner Wood closed the public hearing at 6:51 p.m.*

Mr. Pehrson stated he will work with the homeowners who spoke this evening regarding remedies to the concerns expressed. Commissioner Pengra expressed appreciation for Mr. Pehrson's willingness to work with homeowners to resolve concerns.

Commissioner Everett expressed concern that large events or tournaments would exceed facility capacity.

Mr. Pehrson explained the company model of selling affordable golf course and fitness facility memberships: \$50 for an individual, \$60 for a couple and \$70 for a family per month. He said the members have key fobs that allow use of the fitness facility as desired and memberships for only the golf course or the fitness center are also available. He explained the company does not oversell memberships or allow the facilities to fall into disrepair to ensure member satisfaction and continued patronage.

Mr. Pehrson explained tournament function and said a full tournament would include 140 people, and it is rare to fill a tournament. He said GreatLIFE strives to balance tournament frequency to ensure members have course access, and he explained that tournaments usually occur during the day and most non-golf events are held in the evenings.

Mr. Pehrson said that the existing clubhouse and kitchen will continue as currently functioning, and explained the layout, functionality, connectivity, and division of the event and fitness centers, and the limited number of showers due to the proximity to members' homes. He said the second-floor office space is designed for approximately five offices with the intent of leasing some of the space to other business entities. He said staffing varies with the season with a maximum of two



full-time, ten part-time, and three ground staff for a total of fifteen employees with expansion plans for the prep kitchen on the main floor to a full kitchen, which would necessitate additional staff.

Mr. Pehrson explained GreatLIFE acquires struggling golf courses and adds a fitness facility, onsite when possible, and event centers, when needed. Their model includes a desire to remove the elitist stigma, make golf accessible to more people, and to be involved within the community with golf and other events. He said plans include use of the existing golf cart trails and storage and the addition of a putting green and a decorative retaining wall on the southwest end of the property.

Discussion ensued regarding accommodating the greenspace requirement through the inclusion of a putting green.

Mr. Pehrson explained the golf course, putting green, and driving range would all be open for public use, not members only, and plans have been on hold pending City Council approval. Soil compaction studies and drainage will be addressed. He said due to variance in peak usage times, parking should be sufficient and a reduction of a two-way lane to the rear of the parking lot would allow for an addition of eleven parallel parking spots in the rear of the parking lot, and four spots near the entry.

Discussion ensued regarding parking requirements, concerns, and potential solutions.

Jeff Habertson with GreatLIFE Golf and Fitness Club said that golf tournaments occur during May to September and the event center has doors that open allowing for flow to an outdoor area.

Commissioner Wood said the fine dining restaurant was one of the key amenities for the approval of the Golf Course preliminary plat in October 2018, and expressed the desire for a timely construction of the kitchen expansion and for GreatLIFE to consider the previous agreement and community benefit in their plans to ensure a favorable outcome with the City Council.

Commissioner Pengra suggested Mr. Pehrson listen to the October 2, 2018 City Council meeting to determine his interpretation of the City Council's guidelines and concerns and said the Ranches Golf Course and Event Barn site plan appears to comply with Municipal Code requirements. Commissioner Wood said the site plan needs to adhere to the original agreement in addition to the Municipal Code.

Commissioner Everett said this event space will help make the golf course viable which will benefit the community and expressed preference for a larger event space to attract larger golf tournaments. In spite of his reservations, including parking, he suggested recommending approval to the City Council. He expressed concern that the aesthetics of existing club house conflicts with the proposed elevations for the event barn and fitness center.

Mr. Pehrson said in order to attract weddings, the facilities need to look beautiful and plans are in place to improve the existing clubhouse elevation aesthetics in conjunction with the construction of the event barn and fitness center facility, until the existing clubhouse can be replaced at a future date. He said the exterior elevations for the barn include wood and Hardie board siding to maintain a traditional barn-like appearance.

Mr. Pehrson expressed willingness to agree to a condition to increase parking by approximately fifteen spaces. He apologized to the homeowners impacted by previous excavation and said the dirt will be removed from the area.

Mr. Hadley said the area is currently zoned as Golf Course Open Space. City Attorney Jeremy Cook has indicated that the additional amenities in the event barn and fitness center are permitted per Municipal Code as ancillary uses to the golf course.

Discussion ensued regarding the permissibility of tenant use of the second-floor office space, and it was determined that the Golf Course Open Space zone is vague when it comes to office space, and doesn't specifically prohibit it.

Commissioner Wright suggested the City Council verify parking sufficiency.

**MOTION:** *Commissioner Pengra moved to recommend approval of The Ranches Event Barn (at the Golf Course) site plan to the City Council with the following condition:*

- 1. A full set of engineering plans shall be submitted to staff, which includes drainage, a detailed design for the putting green, and no less than ten additional parking stalls, but as may as can reasonably fit in the existing parking lot.*

*Commissioner Everett seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

#### **6.B. Development Code Amendment - Airpark Zone - Public Hearing**

Mr. Mumford presented the item and stated an applicant has requested a rezone of his property to the Airpark zone. The Planning Commission recently requested that the Airpark Zone be placed on this agenda for consideration of removal from the Municipal Code due to concerns regarding permitted and conditional uses within the zone. The Airpark zone appears to have been created years ago and was intended for a much more robust airpark than has been recently considered by landowners and applicants. The current zone allows for manufacturing, distribution, research and development, shopping centers, and aircraft manufacturing.

Commissioner Wood requested the Commission consider if the City should have an Airpark zone and, if allowed, where in the City the Airpark zone should be permitted, as the zone is not currently included in the General Plan.

Commissioner Pengra said he is in favor of the inclusion of an Airpark zone in the Municipal Code and General Plan to attract and permit light aircraft hobbies and interests within the City; however, amendments to the current Airpark zone uses are needed.

Commissioner Wood explained the Airpark Zone was created for the Jake Garn Airport, which closed in 2018; the Facebook datacenter is being constructed near this location. He said he is not



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
APRIL 7, 2020**

|                                       |                                                                                                                                   |                      |                  |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------|
| <b>TITLE:</b>                         | A Resolution of Eagle Mountain City, Utah, Amending and Adopting a Water Conservation and Management Plan for Eagle Mountain City |                      |                  |
| <b>ITEM TYPE:</b>                     | Resolution                                                                                                                        |                      |                  |
| <b>FISCAL IMPACT:</b>                 | NA                                                                                                                                |                      |                  |
| <b>APPLICANT:</b>                     | Eagle Mountain City                                                                                                               |                      |                  |
| <b>GENERAL PLAN DESIGNATION</b><br>NA | <b>CURRENT ZONE</b><br>NA                                                                                                         | <b>ACREAGE</b><br>NA | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

|                                                            |
|------------------------------------------------------------|
| <b>PLANNING COMMISSION<br/>ACTION /<br/>RECOMMENDATION</b> |
| NA                                                         |

|                             |
|-----------------------------|
| <b>PREPARED BY:</b>         |
| Mack Straw, Public<br>Works |

**RECOMMENDATION:**

Staff recommends that the City Council approves a resolution of Eagle Mountain City, Utah amending and adopting a Water Conservation and Management Plan.

**BACKGROUND:**

The state requires that the City updates its Water Conservation Plan every 5 years. The plan is an overview of the City's system i.e. sourcing, storage and the steps the City can take to conserve water.

**Attachments:**

Water Conservation Plan - DRAFT  
RES--Amending the Water Conservation Plan

# *EAGLE MOUNTAIN CITY, UTAH*

## *Draft Water Conservation and Management Plan*



October 2019



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Eagle Mountain City Water

2565 N. Pony Express Parkway

Eagle Mountain, UT 84005

801-789-6676

# ***EAGLE MOUNTAIN CITY***

## **WATER CONSERVATION PLAN**

### **INTRODUCTION**

Water conservation in the state of Utah is an issue of utmost importance to both citizens and leaders. The state continues to experience rapid growth, which results in increased water needs. Concern over these issues has also been demonstrated by the state legislature in the Water Conservation Plan Act (House Bill 71) passed and revised in the 2004 legislative session (Section 73-10-32 Utah Code Annotated). The public water supplier for Eagle Mountain City is also concerned about the current water situation. The following water conservation plan addresses the problems associated with the continual rapid growth and the increased water requirement for Eagle Mountain City. The plan also identifies current conservation measures and outlines new measures designed to reduce per capita water use and better educate water users.

### **DEFINITIONS**

|       |                                         |      |                                   |
|-------|-----------------------------------------|------|-----------------------------------|
| CUWCD | Central Utah Water Conservancy District | ERC  | Equivalent Residential Connection |
| DDW   | Division of Drinking Water              | IFFP | Impact Fee Facilities Plan        |
| psi   | pounds per square inch                  | MG   | Million Gallons                   |
| gpm   | gallons per minute                      | PRV  | Pressure Reducing Valve           |
| SSA   | South Service Area                      | NSA  | North Service Area                |
| WSA   | West Service Area                       | IFC  | International Fire Code           |

### **DESCRIPTION**

#### **Location**

Eagle Mountain City is located in the Cedar Valley near the northern end of Utah County. Eagle Mountain City is west of Saratoga Springs, east of Cedar Fort and south of Camp Williams. The city is at an average elevation of 5,050 feet and has a total city area of approximately 53 square miles.



## **Climate**

As with many surrounding Utah County communities, Eagle Mountain City has a semiarid or steppe climate due to its location between the deserts in the west and the higher mountains to the east. The average annual precipitation is 13.49 inches and the temperature varies with the season from below 36 degrees to 100 degrees F.

## **LEVEL OF SERVICE**

### **Storage**

- ☐ 400 gallons of storage per ERC for indoor use
- ☐ 2,848 gallons per irrigated acre for outdoor use in Zone 4
- ☐ Fire storage 1000 gpm for 2 hours (120,000 gallons)
- ☐ Emergency storage based upon an assessment of risk and the desired degree of system Dependability

### **Source**

- ☐ 800 gallons per day of source capacity per ERC for indoor use
- ☐ 3.96 gpm of source per irrigated acre
- ☐ DDW defines safe yield of a well as 2/3 of the pump capacity
- ☐ Water Sources

#### **A. Wells supplying up to 6150 acre-feet**

1. Well 1
2. Well 2
3. Well 3
4. Well 5
5. White Hills Well 1
6. White Hills Well 2

#### **B. Purchased 2460 acre-feet**

## Minimum Water Pressure Requirements

- ☐ 40 psi during peak day demands
- ☐ 30 psi during peak instantaneous demands
- ☐ 20 psi in during peak day demands with fire

## Water Rights

- ☐ 0.53 acre-feet of water right per ERC
- ☐ 2.5 acre-feet per irrigated acre

## EXISTING SYSTEM

Eagle Mountain City currently provides water to customers in the North and South Service Areas (NSA and SSA respectively). The City is in the process of connecting the water sources in the West Service Area (WSA) to the SSA. See [Figure 1](#) for the location of each service area.

From the City's billing information, it was determined that there are currently a total of 10,146 connections, the majority of which are residential, but this also includes 41 commercial units, 13 industrial, 21 churches, 8 schools and several open space connections. The City's per capita consumption of water has remained fairly stable over the last few years, staying under the state average of 185 gallons per capita per day. This is shown in [Table 1](#).

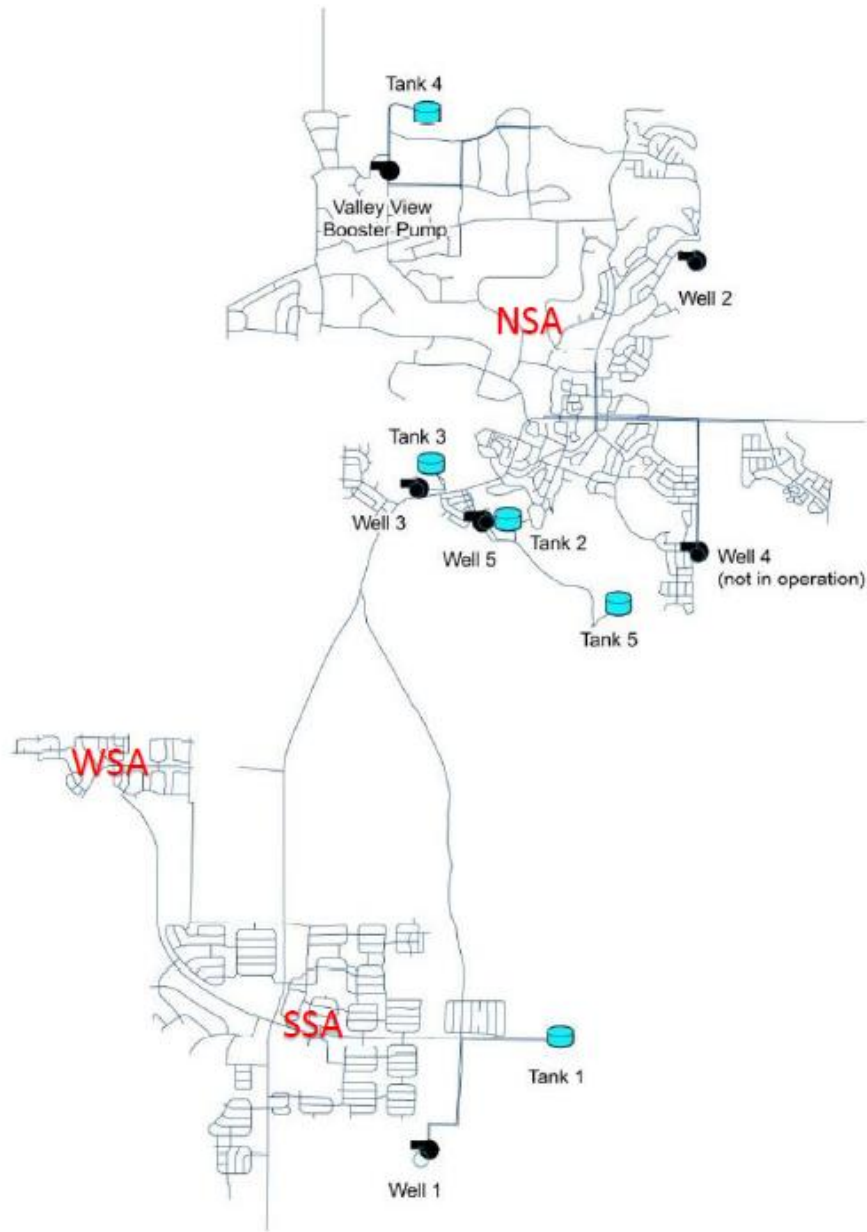
[Table 1 Gallons Per Capita Per Day Use](#)

| Year | Population | Total Use<br>ac-ft/yr | Usage<br>gpcd |
|------|------------|-----------------------|---------------|
| 2014 | 24,000     | 4,333.94              | 161.21        |
| 2015 | 27,160     | 4,976.28              | 163.57        |
| 2016 | 33,200     | 5,228.54              | 140.59        |
| 2017 | 34,000     | 5,566.00              | 146.15        |
| 2018 | 38,170     | 5,502.70              | 152.09        |

Presently the system does not have a separate secondary irrigation system, so the water for irrigation is supplied from the culinary system.

The city is currently divided into seven pressure zones.

As of the date of this report, the city's entire water supply is provided by six wells and the supply provided by Central Utah Water Conservancy District. Storage is provided by eight water tanks totaling 9.7 MG of storage. Three of the tanks are at a common elevation. Tanks 4 and 5 are at higher elevations, Tank 4 serves primarily the north side of SR 73 and Tank 5 serves the lower zones through a PRV. White Hills tank 1 and 2 serve White Hills. The locations of the tanks and wells are shown in [Figure 1](#).



*Figure 1 Eagle Mountain's Water System*



## DEMOGRAPHICS

### Current and Projected City Population

Eagle Mountain City's estimated current population is about 40,000. It is estimated that by 2029 the population will grow to approximately 66,533 which is about 16,631 ERC's. By 2060 the city's population is estimated to grow to over 160,000 or in excess of 39,000 ERC's.

The Utah Governor's Office of Management and Budget developed 2012 baseline projections for each of the cities and towns in Utah. Rapid development in Eagle Mountain has caused the city's population to exceed these growth projections. Future growth was estimated using the number of residential building permits to gauge the city's population growth rate. The growth rate in the NSA has been higher than the SSA in recent years. Now that the NSA is reaching build out, the anticipated growth rate in the SSA will be higher in the coming years. This is where the City will need to focus most on maintaining the level of water service.

To specifically evaluate the impacts of growth over the planning period, the projected number of ERC's by year, over the planning period, have been identified and included in **Table 2 below**. To assist the city with long range planning growth, projections in five year increments to 2060 have also been included in the table.

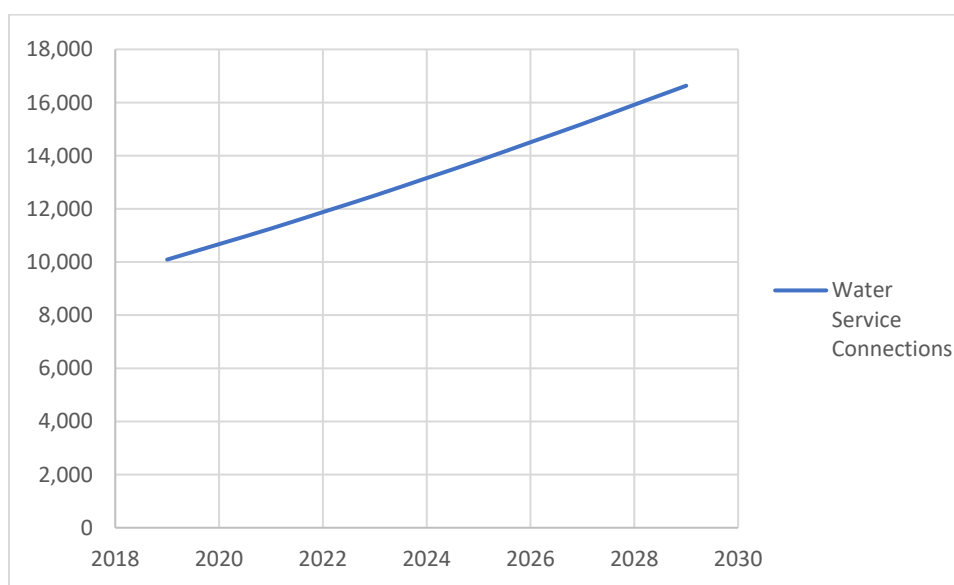
**Table 2 – Growth Impacts**

| Year | Population | Added ERCs | Total ERCs |
|------|------------|------------|------------|
| 2019 | 40,365     | 539        | 10,935     |
| 2020 | 42,686     | 568        | 11,506     |
| 2021 | 45,033     | 571        | 12,107     |
| 2022 | 47,510     | 600        | 12,708     |
| 2023 | 50,005     | 602        | 13,338     |
| 2024 | 52,630     | 630        | 13,967     |
| 2025 | 55,261     | 629        | 14,625     |
| 2026 | 58,024     | 657        | 15,278     |
| 2027 | 60,781     | 653        | 15,958     |
| 2028 | 63,668     | 681        | 16,631     |
| 2029 | 66,533     | 673        | 17,333     |
| 2030 | 69,527     |            | 17,333     |
| 2035 | 80,651     |            | 18,756     |
| 2040 | 93,602     |            | 21,768     |
| 2045 | 112,322    |            | 26,121     |
| 2050 | 135,722    |            | 31,563     |
| 2055 | 152,009    |            | 35,351     |
| 2060 | 169,653    |            | 39,454     |

### Current and Projected Water Requirement

As a result of the rapid population growth in Eagle Mountain City the number of service connections and the total water requirement have increased at an accelerated rate. On average, one service connection is needed for every four people in the city. Based on this average, the number of connections in the years 2019 and 2029 are approximately 10,091 and 16,633 respectively. **Figure 2** shows the historical and projected population growth with the corresponding number of service connections. The estimated water requirement per service connection is 750 gallons per day or 0.76 acre-ft per year. According to this estimate the water requirement in 2019 was 7,669 acre-feet per year and the projected requirement for 2029 is 12,641 acre-feet per year.

**Figure 2 – Historical and Projected Growth**



## IDENTIFIED PROBLEMS

### Physical Problems

In 2009, Eagle Mountain City contracted with The Central Utah Water Conservancy District for the right to use up to 15,000 acre-feet of water. This, coupled with the existing 10,089.44 acre-feet of water already allocated to wells within the City, brought the total volume of water available to Eagle Mountain City to 25,089.44. Based on the projected populations, the 25,089.44 acre-feet currently available could accommodate City needs until the year 2050, and the City would have a deficit of 7,145 acre-feet of water by the year 2060 as shown in **Table 3**.

**Table 3 – Difference in Total Water Requirement and Total Water Available**

| <b>Year</b> | <b>Total<br/>Requirement<br/>(acre-ft)</b> | <b>Total<br/>Available<br/>(acre-ft)</b> | <b>Difference<br/>(acre-ft)</b> |
|-------------|--------------------------------------------|------------------------------------------|---------------------------------|
| 2019        | 7,669                                      | 25,089                                   | 17,420                          |
| 2024        | 10,000                                     | 25,089                                   | 15,089                          |
| 2029        | 12,641                                     | 25,089                                   | 12,448                          |
| 2050        | 25,787                                     | 25,089                                   | -698                            |
| 2060        | 32,234                                     | 25,089                                   | -7,145                          |

### **Social Problems**

- Citizens of Eagle Mountain City lack education on efficient water use practices and landscaping water requirements. Current watering habits place a greater importance on convenience than on water conservation.

### **EXISTING CONSERVATION MEASURES**

Eagle Mountain City has several projects within the City that have implemented water conservation measures. The City Hall, built in 2004, uses xeriscaping for approximately 60% of the total landscaped footprint of the site. Also, the City's Public Works Building uses xeriscaping for approximately 50% of the total landscaping. In 2005, Eagle Mountain City began replacing grass in the street medians along Ranches Parkway in favor of xeriscape. Also in 2005, the City began landscaping street medians along Pony Express Parkway entirely with xeriscape, which is saving up to 80% of water required to irrigate these areas.

Eagle Mountain City has conducted a study of the feasibility to treat the wastewater effluent to a Type 1 standard which would allow the City to reuse this water for large scale uses.

### **Eagle Mountain City Water Ordinances**

In order to discourage outside watering during daytime hours and wasteful use of water, the

Eagle Mountain City Council has enacted a watering ordinance. Fines of up to \$100 may be imposed for violation of these ordinances.

- The ordinance prohibits outside watering between the hours of 10:00a.m. and 6:00p.m. First Offense Violators will be issued a letter warning them to comply with the Ordinance Requirements. Second Offense Violators will have their water service terminated and will be subject to a \$100.00 reconnection charge.
- The City ordinance 15-2004 regulates alternate day outdoor watering based upon the (odd/even) addresses of the water users. Violations of this ordinance shall be punished as stated above.
- The public is being encouraged to participate in a sprinkling system efficiency study sponsored by the state “Slow the Flow” program.
- The City does not have a Water Conservation Coordinator but the City Code Enforcement Officer enforces the city water ordinance for conservation matters.

## **Public Education**

Eagle Mountain City is also seeking to better educate the public on water conservation issues. Three main goals behind this effort are to convey information on the water deficit, to inform residents of the city’s conservation goals and to provide helpful tips on better landscaping and water conservation. The city has included a comprehensive list of landscape watering conservation tips on its website. The city also provides a monthly newsletter to all residents which include a section on water conservation. The following is a list of effective conservation practices included on the website and in the newsletter:

- Visually inspect sprinkler systems once every month during daylight hours. Check and fix any tilted, clogged or broken heads.
- Avoid watering landscape during the hottest hours of the day (10am until 6pm) to minimize evaporation.
- Water landscape in cycles by reducing the number of minutes on the timer and using multiple start times spaced one hour apart. This allows the water to soak into the soil and avoids runoff.
- Water lawn only when it needs it. If walking on dry lawn leaves footprints it is probably time to water.
- Turn sprinkler system off during or after a rainstorm and leave it off until the plants need to be watered again.
- Consider installing an automatic rain shutoff device on sprinkler system.



- Install drip irrigation system for trees, shrubs and flowers.
- Check sprinkler valves for leaks when checking all your heads.
- Avoid water lawn during windy periods.
- Increase days between watering lawns. Allowing the lawn to dry out between watering creates deeper roots makes it possible to water deeper and less often.
- Place a rain gauge in your backyard to monitor rainfall and irrigation.
- Test soil moisture with a soil probe or screwdriver before watering. If the soil is moist, don't water.
- Watch out for broken sprinklers, open hydrants, broken pipes and any other significant water losses in your community. Be sure to notify the property owner or the water district of the problem.
- Make sure the water coming out of sprinklers is not misting and drifting away in the wind. This is usually caused by pressures that are too high. If necessary, install a pressure reducer on sprinkler line.
- Water only once or twice every week during the spring and fall.

## Water Rate Structure

Another conservation measure that the city has developed is a water rate structure that provides incentives to users for conserving water while maintaining adequate amount of revenue to cover expenses. **Table 4** provides the current prices for culinary water use. These rates are on top of a \$40 deposit and a \$20 monthly base rate.

**Table 4 – Culinary Water Rates**

| Small Lots Usage | Large Lots Usage (1,000 gallons) | Rate (Per 1,000 Gallons) |
|------------------|----------------------------------|--------------------------|
| Up to 65 kgal    | Up to 120 kgal                   | \$0.80                   |
| 65-115 kgal      | 120-170 kgal                     | \$0.85                   |
| 115-165 kgal     | 170-230 kgal                     | \$0.90                   |
| Over 165 kgal    | Over 230 kgal                    | \$0.95                   |

## CONSERVATION GOALS

Eagle Mountain City has instituted various methods of promoting and maintaining water

conservation. These methods, in addition to existing conservation practices will allow the City to deliver safe drinking water to all of its customers and help ensure long-term, low cost sustainability of the water system. The goals are the following:

1. Reduce annual water use by 20 percent by 2030
2. Increase public's awareness of water conservation.
3. Continue emergency planning for drought and system failures.
4. Look for opportunities to increase our reuse system.
5. Complete installation of the AMI infrastructure.

## **NEW CONSERVATION MEASURES**

Eagle Mountain City is entertaining new methods of assisting residents and the community in conserving water. These measures include universal metering of all water users, information and education to residents, water use audits, improving landscape efficiencies, replacing old meters, and promoting new technologies as developed to residents that assist in water conservation, reuse of treated wastewater, and regulating water use to comply with the State recommended water use consumption rates.

## **IMPLEMENTATION TIME-LINE**

### **A. Identification of Personnel Responsible for Implementing New Measures**

- The City's Public Utilities Department will be responsible for the implementation and enforcement of the water conservation policies within the City.
- The City's Utilities and City Council will continue to address future modifications and alterations to the water conservation plans as necessary to maintain an efficient water use plan.

### **B. Implementation Schedule**

- Universal metering is currently being implemented within Eagle Mountain. Replacement and recalibration of meters are currently being surveyed and repaired within the city's water districts.
- Information and Education pamphlets and billing inserts are being inserted to current water users invoices.

- Water Users Audits are being conducted currently in the water districts. The larger water users will have additional water audits to be implemented.
- Landscape Efficiency has been implemented as the construction of a 6” Ranches water meter has been constructed and is operational.
- Reuse and recycling is the water conservation measure that has the longest implementation time frame. It is anticipated with the City’s population growth the wastewater treatment plant’s addition of a tertiary treatment system would not be implemented for 5 to 10 years.
- Eagle Mountain City has received funding to begin the design of the first stage of the a reuse trunk line
- Water-use regulations are currently being implemented within the City. Any additional requirements for the regulations could be implemented and adopted by the City within a month.

## **CONSERVATION PRACTICES CURRENT AND FUTURE**

The city’s current and future conservation plan will be described with the following subsections:

- A. Universal Metering
- B. Water Accounting and Loss Control
- C. Information and Education
- D. Water-Use Audits
- E. Retrofits
- F. Landscape Efficiency
- G. Replacement and Promotions
- H. Reuse and Recycling
- I. Water Regulation

## **CURRENT CONSERVATION PRACTICES**

In order for the City of Eagle Mountain to help its population with water conservation the city has implemented numerous conservation measures. The city is also in the process of implementing a secondary water system measure to help address the problems identified with the current system. Because the city will experience rapid growth within the next few years the city has analyzed the current conservation plans. The City’s current implemented conservation

efforts are as follows:

#### A. UNIVERSAL METERING

- Source-water metering. The city is currently metering the source water that is serving the population of Eagle Mountain. Source metering is essential for water accounting purposes and water usage determination. The city has numerous metering devices on all of its storage system and on its wells to monitor daily and total flows.
- Service-connection metering. The city requires all existing development and future developments to install individual water metering devices to determine the amount of water the connections are using. This metering process is then used to determine the billing of the customer's usage.
- Fixed-interval meter reading. Eagle Mountain operates regular monthly individual meter readings of the customer's usage. The individual meter readings are then compared with the source meters to assist in the water usage amounts and to help determine potential problems within the system to further inform the customers of their water usage.

#### B. WATER ACCOUNTING AND LOSS CONTROL

- Analysis of unaccounted water. Unaccounted water is the discrepancy of the water from the individual meter to the source metered water usages. This analysis can then be used to determine the potential revenue-producing opportunities as well as the recoverable losses and leaks within the system.
- System audit. Periodic system audits are conducted by the city in order to determine the accuracy of the unaccounted waters.

#### C. INFORMATION AND EDUCATION

- Information available. The city has produced and continues to development an assortment of informational pamphlets to its customers. The education program helps to explain what water users can do to help in the conservation measures of the city. The information supplied informs the water users of the cost of supplying drinking water and demonstrate how water conservation practices will provide water users with long term savings.

#### D. WATER-USE AUDITS

- Large-landscape audits. Within the city the large landscape properties are audited for irrigation usage, application efficiency, and scheduling. Some of the properties that are audited are the parks, churches, high water use residents, and municipal properties. These audits are then used in conjunction with dedicated irrigation meters and other landscape efficiency practices.

#### E. PRESSURE MANAGEMENT

- Pressure-reducing valves. The city currently has pressure reducing valves within the city's water system and also requires pressure reducing valves on higher pressure homes. Technical assistance is given to customers to help address the higher pressures that are experienced by these homes.

#### F. LANDSCAPE EFFICIENCY

- Promotion of landscape efficiency. The city continuously promotes development of the new water conservancy principles into the planning, development, and management of new landscape projects such as the golf course, the existing parks, open space areas, and the municipalities' properties. The city also promotes future development to participate in the low water usage landscapes and xeriscape of the properties.
- Irrigation management. The city currently encourages the usage of irrigation metering, timing, and water sensing devices that promote low water usage in the large volume customer as well as the resident users.

#### G. WATER-USE REGULATION

- The ordinance prohibits outside watering between the hours of 10:00a.m. and 6:00p.m. First Offense Violators will be issued a letter warning them to comply with the Ordinance. Second Offense Violators will have their water service terminated and will be subject to a \$100.00 reconnection charge.
- The City ordinance 15-2004 regulates alternate day outdoor watering based upon the (odd/even) addresses of the water users. Violations of this ordinance shall be punished as stated above.
- The public is being encouraged to participate in a sprinkling system efficiency study sponsored by the state "Slow the Flow" program.



## FUTURE CONSERVATION PLANS

Eagle Mountain City is aggressively pursuing the development of a more restrictive and effective conservation plan for the future water use practices. The city's plan is to implement the new program within the next 5-10 years and thus maintain its current low water usage. The city's plan on completing this goal is by implementing the following items of control.

### A. UNIVERSAL METERING

- Metering accuracy analysis. It is the intent of the city to develop a program and time line schedule for the metering accuracy survey. Often times metering devices can be damaged/deteriorate thus giving inaccurate readings regarding the water usage. The City has replaced approximately 100 meters over the last year.
- Meter testing, calibration, repair, and replacement. It is also the intent of the city to develop a program to determine the accuracy of the metering system. The meters can be recalibrated on a regular basis to ensure accurate water according and billing.

### B. INFORMATION AND EDUCATION

- Informative water bill. An informative water invoice goes well beyond the typical information used to calculate the bill based on water usage and rates. Comparison to previous bills and tips on how to conserve water usage will provide users to make informed decisions about their water usage.
- Water bill inserts. The city is including inserts in their customers' water bills that can provide information on water use and costs. Inserts also can be used to distribute tips for home water conservation.
- Public education program. Outreach methods include the use of operating booths at public events, to disperse pamphlets, videos, and other media to help educate the users through a civic organization.

### C. WATER-USE AUDITS

- Audits of large-volume users. Water audits can begin by identifying the categories of

water use for the larger-volume users. The water audit can also identify areas in which overall water use efficiency can be improved through alternative technologies or practices.

- Selective end-use audits. Water audits can be widened to include selective audits by customer classes this class can focus on typical water use practices within each class. An audit program can be selective in terms of targeting customer groups that have particular needs for which water conservation would be particularly beneficial.

#### D. LANDSCAPE EFFICIENCY

- Landscape planning and renovation. Existing landscape within the city can be renovated with water conserving plans and practices. If the City was to require new developments and the large water users to adopt a drought tolerant planting requirement it would decrease the typical outdoor water use by 50%.
- Selective irrigation sub-metering. The city could install a sub-metering program in its larger water users to help the water user determine best conservation practices. The City has installed a 6" meter on the Ranches landscape.

#### E. REPLACEMENTS AND PROMOTIONS

- Promotion of new technologies. Demonstrations and pilot programs can be used to introduce and promote new products to be used within the city.

#### F. REUSE AND RECYCLING

- Large-volume irrigation applications. Reuse and recycling can be encouraged for large volume irrigation.
- Selective residential applications. Reuse and recycling programs can be used in the residential, municipal and large water users.

#### G. WATER-USE REGULATION

- Requirements for new developments. A regulation can be implemented to impose standards on new developments with regard to landscaping, drainage, and proper irrigation system design.



**RESOLUTION NO. R-        -2020**

**A RESOLUTION OF THE CITY COUNCIL  
OF EAGLE MOUNTAIN CITY, UTAH.  
AMENDING AND ADOPTING A WATER CONSERVATION PLAN  
FOR EAGLE MOUNTAIN CITY**

**WHEREAS**, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to amend Resolution 01-2015 and reenact a Resolution stating the policy of the City with respect to water conservation planning; and

**WHEREAS**, the City Council intends to approve the *Water Conservation and Management Plan* dated October 2019 as the policy of Eagle Mountain City.

**NOW THEREFORE**, be it resolved by the City Council of Eagle Mountain City, Utah that the Water Conservation Plan approved in Resolution 01-2015 is hereby amended and is adopted as set forth in Exhibit 1 as the Water Conservation Plan for Eagle Mountain City, Utah.

**APPROVED AND ADOPTED** by the City Council of Eagle Mountain City, Utah, this 7<sup>th</sup> day of April, 2020.

EAGLE MOUNTAIN CITY, UTAH

\_\_\_\_\_  
Tom Westmoreland, Mayor

ATTEST:

\_\_\_\_\_  
Fionnuala B. Kofoed, City Recorder

## CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 7<sup>th</sup> day of April, 2020.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

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Fionnuala B. Kofoed, MMC  
City Recorder



# **EXHIBIT 1**



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
APRIL 7, 2020**

|                                       |                                                                                                                     |                      |                               |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------|
| <b>TITLE:</b>                         | An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.35 Commercial Zone |                      |                               |
| <b>ITEM TYPE:</b>                     | Development Code Amendment                                                                                          |                      |                               |
| <b>FISCAL IMPACT:</b>                 | None                                                                                                                |                      |                               |
| <b>APPLICANT:</b>                     | City Staff and Planning Commission                                                                                  |                      |                               |
| <b>GENERAL PLAN DESIGNATION</b><br>NA | <b>CURRENT ZONE</b><br>Commercial                                                                                   | <b>ACREAGE</b><br>NA | <b>COMMUNITY</b><br>City-Wide |

**PUBLIC HEARING:**

Yes

**REQUIRED FINDINGS:**

Development Code Amendments are legislative decisions and are considered valid if reasonably debatable and not illegal.

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

On March 10th the Planning Commission held a public hearing and a discussion of the proposed code amendment, made some changes to the land use chart, and recommended approval to the City Council (4-0, one absent). No public comments were made. See attached draft meeting minutes from March 10th.

**PREPARED BY:**

Steve Mumford,  
Planning

**RECOMMENDATION:**

Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code 17.35 Commercial Zone, replacing the existing code with two new commercial zones, to implement the goals of the General Plan.

**BACKGROUND:**

This proposal to change the current Commercial Zone to two different zones (Commercial Neighborhood and Commercial Community) is to better implement the "Community Commercial" land use in the City's General Plan. The proposed code includes permitted and special land uses and development standards. The Planning Commission has discussed versions of this code several times, and recently recommended approval to the City Council. While most appropriate within areas designated as "Community Commercial" on the General Plan map, these zones may also be appropriate in other areas at the discretion of the Planning Commission and City Council (Regional Commercial, Employment Center/Campus, Business Park, etc.).

The land use table includes permitted uses (permitted uses may still require approval through an application process as detailed in this chapter and other chapters), prohibited uses (shown as blank in the table), and special uses (special uses are permitted uses that must also comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use). You will notice that many of the land uses that are included in the land use table are prohibited in these two zones. They have been included in the table with the intent that we will propose additional commercial zones that may include these as permitted or special uses in the near future. We are currently researching and drafting special use standards for the uses listed as "special uses" in the land use table. We will bring those back at a future meeting for your consideration.

Next Steps. Following approval of this code by the City Council the next step

could include the City proposing a rezone of vacant properties in expired MDA areas, both commercial and residential, to match the intent of the General Plan. Of course, we will also continue to work on creating and updating other non-residential zones in the City Code.

**Attachments:**

[Commercial Zones](#)

[ORD--EMMC Chapter 17.35 Commercial Zone](#)

[03.10.2020 PC Minutes - Commercial Zone Amendment](#)

## Chapter 17.35 COMMERCIAL ZONES

Sections:

**17.35.010 What this Chapter Does**

**17.35.020 Commercial Zones**

**17.35.030 Land Use Table**

**17.35.040 Commercial Development Standards**

**17.35.050 Generally Applicable Provisions**

### **17.35.010 What this chapter does.**

In order to further the purposes of LUDMA (Utah's Municipal Land Use, Development, and Management Act) and the City's General Plan, the city is divided into various zones, including a number of commercial and office zones. This chapter establishes the land use regulations for these zones in Eagle Mountain City, including allowed uses, minimum land use standards, and other development provisions.

### **17.35.020 Commercial Zones.**

1. Zone: **Commercial Neighborhood (CN)**. This zone provides small scale commercial retail, office, and services, located to accommodate the daily needs of local residents. Uses should be integrated with adjacent neighborhoods and impose minimal impacts resulting from traffic, lighting, noise, etc. This zone is generally appropriate within some areas designated as Community Commercial on the City's Future Land Use Map.
2. Zone: **Commercial Community (CC)**. This zone provides areas of commercial retail, office, and services, located near transportation hubs and major intersections and designed to buffer neighboring residential areas. Developments should incorporate coordinated circulation, architecture, and landscaping, and a balance of uses oriented to local residents and passing motorists. This zone is generally appropriate within some areas designated as Community Commercial on the City's Future Land Use Map.

### **17.35.030 Land Use Table.**

This land use table contains the various land uses that are permitted, special, and prohibited uses in the commercial zones. Uses that are not listed in this table are prohibited.

P = Permitted (Permitted uses may still require approval through an application process as detailed in this chapter and other chapters)

S = Special (Special uses are permitted uses that must also comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use)

BLANK = Prohibited

**Land Use Table**

| LAND USE                                                                                                                               | ZONING DISTRICT              |                           |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------------------|
|                                                                                                                                        | Commercial Neighborhood (CN) | Commercial Community (CC) |
| <b>RESIDENTIAL USES</b>                                                                                                                |                              |                           |
| Assisted Living Facility (12+ residents) <del>(Residential Facility for Elderly Persons)</del>                                         |                              | S                         |
| Assisted Living Facility (up to 12 residents)                                                                                          | P                            | P                         |
| Bed and Breakfast                                                                                                                      | P                            | P                         |
| Caretaker / security guard dwelling unit                                                                                               |                              |                           |
| Residential Juvenile Group Home; Residential Facility for Persons with a Disability; Residential Rehabilitation and Treatment Facility |                              | S                         |
| Skilled Nursing Facility; Transitional Care Facility                                                                                   |                              | P                         |
| <b>CIVIC / INSTITUTIONAL</b>                                                                                                           |                              |                           |
| Cultural & Entertainment Uses (Theaters, Museums, Galleries, Libraries, Performing Arts Studios, Movies, etc.)                         |                              | P                         |
| Schools (Public / Charter / Private)                                                                                                   | S                            | S                         |
| Public / Civic buildings & facilities (City Owned)                                                                                     | P                            | P                         |
| Public parks, plazas, trails, and open space                                                                                           | P                            | P                         |
| Religious or Cultural Meeting Halls                                                                                                    | P                            | P                         |
| Sports Facilities / Arenas / Fields (Indoor)                                                                                           |                              | P                         |
| Transit Stop (Bus, Light-Rail)                                                                                                         | P                            | P                         |
| <b>COMMUNICATION &amp; UTILITIES</b>                                                                                                   |                              |                           |
| Communication Facilities & Towers                                                                                                      | S                            | S                         |
| Electrical Substations & Power Transmission Lines                                                                                      |                              | S                         |
| Public and Private (with franchise agreement) Utility Underground Lines, Utility Buildings, and other Above Ground Structures          | S                            | S                         |
| Public and private utility equipment and inventory storage, fenced or enclosed                                                         | S                            | S                         |
| <b>COMMERCIAL / NONRESIDENTIAL USES</b>                                                                                                |                              |                           |
| Adult Group Care Facility (Nonresidential)                                                                                             |                              | P                         |
| Animal Care Service                                                                                                                    |                              | S                         |
| Athletic Instruction, including Dance, Gymnastics, Martial Arts, etc.                                                                  | P                            | P                         |
| Automobile gas/service stations                                                                                                        | P                            | P                         |
| Automobile sales and/or minor service                                                                                                  |                              | P                         |
| Automobile Service & Repair (minor)                                                                                                    |                              | P                         |
| Automobile Service & Repair (including auto body)                                                                                      |                              | P                         |
| Banks & Credit Unions                                                                                                                  | P                            | P                         |
| Brewery                                                                                                                                |                              | P                         |



|                                                                                                                           |   |   |
|---------------------------------------------------------------------------------------------------------------------------|---|---|
| Car Wash                                                                                                                  |   | P |
| Car Wash (Ancillary to a gas/service station)                                                                             | S | P |
| Check Cashing and Deferred Deposit Lenders <sup>3</sup>                                                                   |   |   |
| Child Day Care Center or Preschool                                                                                        | P | P |
| Construction and Equipment Sales / Rental                                                                                 |   |   |
| Convenience Store; Corner Market                                                                                          | P | P |
| Fitness Center                                                                                                            | P | P |
| Flex Office / Retail / Warehouse                                                                                          |   |   |
| Grocery Store                                                                                                             | P | P |
| Hospital                                                                                                                  |   |   |
| Hotel <sup>4</sup>                                                                                                        |   | P |
| Laundry Services (No On-Site Dry Cleaning)                                                                                | P | P |
| Mortuary                                                                                                                  |   | P |
| Moving and storage facilities and businesses                                                                              |   |   |
| Office (Medical, Health Care, Professional)                                                                               | P | P |
| Outdoor Sales and Display (including storage of materials, products, and equipment incidental to an allowed use)          | S | S |
| Outdoor storage/parking of recreational vehicles, trailers, boats, and similar vehicles                                   |   |   |
| Parking Garage                                                                                                            |   | S |
| Pawn Shop                                                                                                                 |   |   |
| Pharmacy (Retail)                                                                                                         | P | P |
| Plant & Tree Nursery / Garden Center (with outside display; min. 1 acre lot)                                              | S | P |
| Portable Storage Container                                                                                                |   |   |
| Race Tracks for Go-Carts, ATVs, and other Motorized Sports Recreational Facilities                                        |   |   |
| Reception/Conference/Meeting Center                                                                                       | S | S |
| Recreation (indoor)                                                                                                       |   | P |
| Recreational Vehicle Sales/Rentals                                                                                        |   | P |
| Research and Development Facilities, including medical or electronic assembly and associated light manufacturing          |   |   |
| Restaurant or Bakery (without drive-through services)                                                                     | P | P |
| Restaurant (with drive-through services)                                                                                  | S | P |
| Retail Sales, General <sup>1</sup>                                                                                        |   | P |
| Retail Sales, Neighborhood (generally < 5,000 sq ft) <sup>2</sup>                                                         | P | P |
| Retail Sales, Regional (generally > 55,000 sq ft)                                                                         |   |   |
| Salon (hair, nails, etc.)                                                                                                 | P | P |
| Sexually Oriented Business                                                                                                |   |   |
| State Liquor Store                                                                                                        |   | P |
| Storage Units (indoor climate-controlled)                                                                                 |   | P |
| Temporary Sales (Christmas tree lots, farmers market or fruit/vegetable stands, fireworks, food trucks, snow cones, etc.) | S | S |
| Tobacco Specialty Business                                                                                                |   | S |

<sup>1</sup> Includes arts & crafts sales, body art facility, electronic media rental & sales, hardware and home improvement, pet store, and uses deemed similar or appropriate by the City

<sup>2</sup> Includes bookstore, copy center or postal center, floral sales, ice cream or dessert shop, and uses deemed similar or appropriate by the City

<sup>3</sup> Check cashing and deferred deposit lenders include any business that must register in accordance with Utah Code Ann. § 7-23-101, *et seq.*

<sup>4</sup> Hotels offering extended stay must include a mix of extended stay and standard rooms (maximum 70% extended stay)

#### 17.35.040 Commercial Development Standards.

This Development Standards table contains required standards for each commercial zone in the city.

More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

##### *Commercial Development Standards*

| General Plan Category                     | Community Commercial            |                                                  |
|-------------------------------------------|---------------------------------|--------------------------------------------------|
| Zone Designation                          | CN<br>(Commercial Neighborhood) | CC<br>(Commercial Community)                     |
| Maximum Height of Structures              | 35' <sup>1</sup>                | 50' <sup>1</sup>                                 |
| Minimum Setback Requirements <sup>2</sup> |                                 |                                                  |
| Front                                     | 5' Min; 20' Max                 | 5' Min; 20' Max                                  |
| Rear                                      | 20'                             | 20'<br>(35' <sup>3</sup> )                       |
| Side                                      | None<br>(20' <sup>3</sup> )     | None<br>(Equal to building height <sup>3</sup> ) |

<sup>1</sup> Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures.

<sup>2</sup> The approval authority may approve alternative setbacks if, in its judgment, the setbacks comply with the following:

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

\*Maximum setback does not apply to anchor buildings if pad sites are provided which comply with this standard.

<sup>3</sup> If adjacent to residential

#### 17.35.050 Generally applicable provisions.

All development projects within the commercial zones in this chapter shall conform to the following general requirements:

A. Site Plan Approval. All permitted or special uses in the commercial zones must comply with Chapter 17.100 EMMC, Site Plan Review, unless exempted in that chapter.

B. Architecture & Site Design. All permitted or special uses in the commercial zones shall comply with Chapter 17.72 EMMC, Commercial and Multifamily Design Standards. Exceptions include communication & utility structures, transit stops, temporary commercial uses, and similar uses.

C. Lighting. All exterior lighting, including parking lot lights, building lights, and other lighting must comply with the standards found in Chapter 17.56 EMMC, Outdoor Lighting Standards. Streetlights are required to be paid for by developers and installed by the City's contractor along all roads in and surrounding a project, in accordance with Section 15.10.390 EMMC.

D. Parking. Parking stalls, including ADA stalls, and parking lot improvements shall be provided in accordance with the standards in Chapter 17.55 EMMC, Off-Street Parking.

E. Landscaping. All landscaping shall comply with the standards in Chapter 17.60 EMMC, Landscaping, Buffering, Fencing and Transitioning. Landscaping in parking lots shall comply with Chapter 17.55 EMMC, Off-Street Parking. All landscaping shall be installed prior to the issuance of a certificate of occupancy for the building. The City Building Official may approve exceptions as seasonal conditions warrant. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved site plan and in compliance with the City's parking and landscaping requirements.

F. Buffers and Transitions Between Developments and Uses. Commercial and other non-residential uses require buffering or transitioning when built adjacent to residential uses. Buffering standards can be found in Chapter 17.60 EMMC, and include walls or fences, landscaping, and distance separations. Screening walls shall be built by the developer/builder of the commercial or non-residential use, when adjacent to a residential use.

G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters 15.80, 17.62, other applicable City Codes, and approved by the approval authority for site plans. The approval authority may consider, at their discretion, approval of uses on land restricted by utility corridors, including parking lots, recreation (trails, plazas, open space), appropriate temporary uses, and transit stops. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters 15.80 and 17.62 EMMC. Development near natural washes must include significant setbacks from the edge of the wash to any structure, unless approved to pipe the wash. Utility corridors shall be preserved and deeded to the City whenever possible for trails and open space corridors.

H. Signs. Permanent monument signs for a project shall comply with the standards in Chapter 17.80, Sign Regulations and Sign Permits, and sign locations shall be reviewed along with the site plan review. All business signs require submittal and approval of a sign permit application, and signs may require a building permit.

I. Street Trees. Developers and/or builders shall plant appropriate trees in park strips along all public streets. Planting shall be done along with the project landscaping and in accordance with the standards found in EMMC 16.35.080. Street trees are required along all collector and arterial roads.

J. Uses within Buildings. All uses in the commercial zones shall be conducted entirely within a fully enclosed building except those uses deemed by the approval authority to be customarily and appropriately conducted outside (merchandise, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc.). No trash, used materials, wrecked or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept within an opaque enclosure that is architecturally compatible with the main building. Trash enclosures, compactors, truck loading areas, and outdoor storage shall be oriented away from residential uses to the extent practical.

K. Bicycle Parking. Convenient bicycle parking shall be provided in locations that do not interfere with pedestrian circulation. Bicycle parking facilities shall be disbursed throughout larger sites and located in convenient and visible areas.

L. Drive-Through Lanes. Drive-through lanes shall be located away from adjoining residential developments. Speakers and menu boards shall be located so that noise is not directed toward residential uses and shall incorporate a screen wall and landscaping to mitigate noise. Where possible, public access doors shall not be located in an area that requires pedestrians/customers to cross drive-through lanes. Where unavoidable, improvements shall be provided to slow vehicles or improve visibility for pedestrians.

**ORDINANCE NO. O-        -2020**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,  
CHAPTER 17.35 COMMERCIAL ZONE**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 17.35 Commercial Zone as described in Exhibit A.

BE IT ORDAINED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 17.35 Commercial Zone.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 7<sup>th</sup> day of April, 2020.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

\_\_\_\_\_  
Tom Westmoreland, Mayor

\_\_\_\_\_  
Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 7<sup>th</sup> day of April, 2020.

Those voting aye:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those voting nay:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

Those excused:

- ☐ Donna Burnham
- ☐ Melissa Clark
- ☐ Colby Curtis
- ☐ Jared Gray
- ☐ Carolyn Love

---

Fionnuala B. Kofoed, MMC  
City Recorder

Posted to City Bulletin Boards on \_\_\_\_\_by\_\_\_\_\_ .

# Exhibit A

against allowing a light aircraft airport within the City, but feels the zoning, as written, would be inappropriate for the location the applicant has requested to be rezoned to Airpark.

*Commissioner Wood opened the public hearing at 7:58 p.m. As there were no comments, he closed the hearing.*

Commissioner Pengra stated that due to land and airspace limitations, Eagle Mountain is unlikely to be allowed an executive airport, even if one should be desired.

Commissioner Wright asked if the applicant has met the conditions included when the Planning Commission previously tabled the request. Mr. Mumford said Mr. Cook recommended the removal of the zone concur with the presentation of the applicant's returning request. Commissioner Wright stated the active application should be resolved before amending or removing the Airpark zone.

Commission Everett stated his support of retaining and amending the Airpark zone to accommodate a light aircraft airport and to determine an appropriate land use area within the General Plan.

Commission Pengra offered to research aircraft zone uses in other cities to assist the Commission in their decision.

**MOTION:** *Commissioner Wright moved to table the amendment to the Eagle Mountain Municipal Code Chapter 17.45 Airpark Zone until the next scheduled Planning Commission work session meeting. Commissioner Wood seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

#### **6.C. Commercial Zones - Creating and Amending the Commercial Code - Public Hearing**

The Planning Commission and City staff discussed the Eagle Mountain Municipal Code Chapter 17.35 Commercial Zones as presented in Exhibit A, and made amendments as presented in Exhibit B.

**MOTION:** *Commissioner Pengra moved to recommend approval of the amendment to Eagle Mountain Municipal Code Chapter 17.35 Commercial Zones to the City Council as discussed and amended in the working document (see Exhibits A and B). Commissioner Wright seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

#### **7. Discussion Items**

#### **8. Next scheduled meeting**

Mr. Hadley stated the next scheduled meeting will include discussion of the Business Park and Air Park Zones, retaining walls, Overland Village Phase 2 Concept Plan, and Marketplace Town Center.

9. Adjournment

**MOTION:** *Commissioner Everett moved to adjourn. Commissioner Pengra seconded the motion. Those voting aye: Matthew Everett, Brett Wright, Rich Wood, and Christopher Pengra. The motion passed with a unanimous vote.*

The meeting was adjourned at 9:39 p.m.

Approved by the Planning Commission on April 14, 2020.

---

Steve Mumford, AICP  
Community Development Director

# **Exhibit A**

## **Chapter 17.35 COMMERCIAL ZONES**

Sections:

### **17.35.010 What this Chapter Does**

### **17.35.020 Commercial Zones**

### **17.35.030 Land Use Table**

### **17.35.040 Commercial Development Standards**

### **17.35.050 Generally Applicable Provisions**

#### **17.35.010 What this chapter does.**

In order to further the purposes of LUDMA (Utah's Municipal Land Use, Development, and Management Act) and the City's General Plan, the city is divided into various zones, including a number of commercial and office zones. This chapter establishes the land use regulations for these zones in Eagle Mountain City, including allowed uses, minimum land use standards, and other development provisions.

#### **17.35.020 Commercial Zones.**

1. Zone: **Commercial Neighborhood (CN)**. This zone provides small scale commercial retail, office, and services, located to accommodate the daily needs of local residents. Uses should be integrated with adjacent neighborhoods and impose minimal impacts resulting from traffic, lighting, noise, etc. This zone is generally appropriate within some areas designated as Community Commercial on the City's Future Land Use Map.
2. Zone: **Commercial Community (CC)**. This zone provides areas of commercial retail, office, and services, located near transportation hubs and major intersections and designed to buffer neighboring residential areas. Developments should incorporate coordinated circulation, architecture, and landscaping, and a balance of uses oriented to local residents and passing motorists. This zone is generally appropriate within some areas designated as Community Commercial on the City's Future Land Use Map.

#### **17.35.030 Land Use Table.**

This land use table contains the various land uses that are permitted, special, and prohibited uses in the commercial zones. Uses that are not listed in this table are prohibited.

P = Permitted (Permitted uses may still require approval through an application process as detailed in this chapter and other chapters)

S = Special (Special uses are permitted uses that must also comply with the standards listed in Chapter 17.75 EMMC that are specific to that type of use)

BLANK = Prohibited

**Land Use Table**

| LAND USE                                                                                                                               | ZONING DISTRICT                    |                                 |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------|
|                                                                                                                                        | Commercial<br>Neighborhood<br>(CN) | Commercial<br>Community<br>(CC) |
| <b>RESIDENTIAL USES</b>                                                                                                                |                                    |                                 |
| Assisted Living Facility (Residential Facility for Elderly Persons)                                                                    | <b>P</b>                           | <b>P</b>                        |
| Bed and Breakfast                                                                                                                      | <b>P</b>                           | <b>P</b>                        |
| Caretaker / security guard dwelling unit                                                                                               |                                    |                                 |
| Residential Juvenile Group Home; Residential Facility for Persons with a Disability; Residential Rehabilitation and Treatment Facility |                                    | <b>S</b>                        |
| Skilled Nursing Facility; Transitional Care Facility                                                                                   |                                    | <b>P</b>                        |
| <b>CIVIC / INSTITUTIONAL</b>                                                                                                           |                                    |                                 |
| Cultural & Entertainment Uses (Theaters, Museums, Galleries, Libraries, Performing Arts Studios, Movies, etc.)                         |                                    | <b>P</b>                        |
| Schools (Public / Charter / Private)                                                                                                   | <b>S</b>                           | <b>S</b>                        |
| Public / Civic buildings & facilities (City Owned)                                                                                     | <b>P</b>                           | <b>P</b>                        |
| Public parks, plazas, trails, and open space                                                                                           | <b>P</b>                           | <b>P</b>                        |
| Religious or Cultural Meeting Halls                                                                                                    | <b>S</b>                           | <b>S</b>                        |
| Sports Facilities / Arenas / Fields (Indoor)                                                                                           |                                    | <b>P</b>                        |
| Transit Stop (Bus, Light-Rail)                                                                                                         | <b>P</b>                           | <b>P</b>                        |
| <b>COMMUNICATION &amp; UTILITIES</b>                                                                                                   |                                    |                                 |
| Communication Facilities & Towers                                                                                                      | <b>S</b>                           | <b>S</b>                        |
| Electrical Substations & Power Transmission Lines                                                                                      |                                    | <b>S</b>                        |
| Public and Private (with franchise agreement) Utility Underground Lines, Utility Buildings, and other Above Ground Structures          | <b>S</b>                           | <b>S</b>                        |
| Public and private utility equipment and inventory storage, fenced or enclosed                                                         | <b>S</b>                           | <b>S</b>                        |
| <b>COMMERCIAL / NONRESIDENTIAL USES</b>                                                                                                |                                    |                                 |
| Adult Group Care Facility (Nonresidential)                                                                                             |                                    |                                 |
| Animal Care Service                                                                                                                    |                                    | <b>S</b>                        |
| Athletic Instruction, including Dance, Gymnastics, Martial Arts, etc.                                                                  | <b>P</b>                           | <b>P</b>                        |
| Automobile gas/service stations                                                                                                        | <b>P</b>                           | <b>P</b>                        |
| Automobile sales and/or minor service                                                                                                  |                                    | <b>P</b>                        |
| Automobile Service & Repair (minor)                                                                                                    |                                    | <b>P</b>                        |
| Automobile Service & Repair (including auto body)                                                                                      |                                    |                                 |
| Banks & Credit Unions                                                                                                                  | <b>P</b>                           | <b>P</b>                        |
| Brewery                                                                                                                                |                                    | <b>P</b>                        |
| Car Wash                                                                                                                               |                                    | <b>P</b>                        |
| Check Cashing and Deferred Deposit Lenders <sup>3</sup>                                                                                |                                    |                                 |
| Child Day Care Center or Preschool                                                                                                     | <b>P</b>                           | <b>P</b>                        |



|                                                                                                                           |          |          |
|---------------------------------------------------------------------------------------------------------------------------|----------|----------|
| Construction and Equipment Sales / Rental                                                                                 |          |          |
| Convenience Store                                                                                                         | <b>P</b> | <b>P</b> |
| Corner Market                                                                                                             | <b>P</b> | <b>P</b> |
| Fitness Center                                                                                                            | <b>P</b> | <b>P</b> |
| Flex Office / Retail / Warehouse                                                                                          |          |          |
| Grocery Store                                                                                                             | <b>P</b> | <b>P</b> |
| Hospital                                                                                                                  |          |          |
| Hotel <sup>4</sup>                                                                                                        |          | <b>P</b> |
| Laundry Services (No Dry Cleaning)                                                                                        | <b>P</b> | <b>P</b> |
| Laundry & Dry Cleaning Services                                                                                           |          | <b>P</b> |
| Mortuary                                                                                                                  |          | <b>P</b> |
| Moving and storage facilities and businesses                                                                              |          |          |
| Office (Medical, Health Care, Professional)                                                                               | <b>P</b> | <b>P</b> |
| Outdoor Sales and Display (including storage of materials, products, and equipment incidental to an allowed use)          | <b>S</b> | <b>S</b> |
| Outdoor storage/parking of recreational vehicles, trailers, boats, and similar vehicles                                   |          |          |
| Parking Garage                                                                                                            |          | <b>S</b> |
| Pawn Shop                                                                                                                 |          |          |
| Pharmacy <sup>3</sup>                                                                                                     |          | <b>P</b> |
| Plant & Tree Nursery / Garden Center (with outside display)                                                               |          | <b>S</b> |
| Portable Storage Container                                                                                                |          |          |
| Race Tracks for Go-Carts, ATVs, and other Motorized Sports<br>Recreational Facilities                                     |          |          |
| Reception/Conference/Meeting Center                                                                                       | <b>S</b> | <b>S</b> |
| Recreation (indoor)                                                                                                       |          | <b>P</b> |
| Recreational Vehicle Sales/Rentals                                                                                        |          | <b>P</b> |
| Research and Development Facilities, including medical or electronic assembly and associated light manufacturing          |          |          |
| Restaurant or Bakery (without drive-through services)                                                                     | <b>P</b> | <b>P</b> |
| Restaurant (with drive-through services)                                                                                  |          | <b>P</b> |
| Retail Sales, General <sup>1</sup>                                                                                        |          | <b>P</b> |
| Retail Sales, Neighborhood (generally < 5,000 sq ft) <sup>2</sup>                                                         | <b>P</b> | <b>P</b> |
| Retail Sales, Regional (generally > 55,000 sq ft)                                                                         |          |          |
| Salon (hair, nails, etc.)                                                                                                 | <b>P</b> | <b>P</b> |
| Sexually Oriented Business                                                                                                |          |          |
| State Liquor Store                                                                                                        |          |          |
| Storage Units (self-storage or mini-storage)                                                                              |          |          |
| Temporary Sales (Christmas tree lots, farmers market or fruit/vegetable stands, fireworks, food trucks, snow cones, etc.) | <b>S</b> | <b>S</b> |
| Tobacco Specialty Business                                                                                                |          |          |

<sup>1</sup> Includes arts & crafts sales, body art facility, electronic media rental & sales, hardware and home improvement, pet store, and uses deemed similar or appropriate by the City

<sup>2</sup> Includes bookstore, copy center or postal center, floral sales, ice cream or dessert shop, and uses deemed similar or appropriate by the City

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#### 17.35.040 Commercial Development Standards.

This Development Standards table contains required standards for each commercial zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

##### *Commercial Development Standards*

| General Plan Category                     | Community Commercial            |                                                  |
|-------------------------------------------|---------------------------------|--------------------------------------------------|
| Zone Designation                          | CN<br>(Commercial Neighborhood) | CC<br>(Commercial Community)                     |
| Maximum Height of Structures              | 35' <sup>1</sup>                | 50' <sup>1</sup>                                 |
| Minimum Setback Requirements <sup>2</sup> |                                 |                                                  |
| Front                                     | 5' Min; 20' Max                 | 5' Min; 20' Max                                  |
| Rear                                      | 20'                             | 20'<br>(35' <sup>3</sup> )                       |
| Side                                      | None<br>(20' <sup>3</sup> )     | None<br>(Equal to building height <sup>3</sup> ) |

<sup>1</sup> Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures.

<sup>2</sup> The approval authority may approve alternative setbacks if, in its judgment, the setbacks comply with the following:

1. Does not interfere with the use, enjoyment, and character of adjacent properties;
2. The success of the business necessitates the setbacks, proven by data or research;
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\*Maximum setback does not apply to anchor buildings if pad sites are provided which comply with this standard.

<sup>3</sup> If adjacent to residential

#### 17.35.050 Generally applicable provisions.

All development projects within the commercial zones in this chapter shall conform to the following general requirements:

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B. Architecture & Site Design. All permitted or special uses in the commercial zones shall comply with Chapter 17.72 EMMC, Commercial and Multifamily Design Standards. Exceptions include communication & utility structures, transit stops, temporary commercial uses, and similar uses.

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D. Parking. Parking stalls, including ADA stalls, and parking lot improvements shall be provided in accordance with the standards in Chapter 17.55 EMMC, Off-Street Parking.

E. Landscaping. All landscaping shall comply with the standards in Chapter 17.60 EMMC, Landscaping, Buffering, Fencing and Transitioning. Landscaping in parking lots shall comply with Chapter 17.55 EMMC, Off-Street Parking. All landscaping shall be installed prior to the issuance of a certificate of occupancy for the building. The City Building Official may approve exceptions as seasonal conditions warrant. It shall be the responsibility of the property owner to maintain all approved landscaping in accordance with the approved site plan and in compliance with the City's parking and landscaping requirements.

F. Buffers and Transitions Between Developments and Uses. Commercial and other non-residential uses require buffering or transitioning when built adjacent to residential uses. Buffering standards can be found in Chapter 17.60 EMMC, and include walls or fences, landscaping, and distance separations. Screening walls shall be built by the developer/builder of the commercial or non-residential use, when adjacent to a residential use.

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H. Signs. Permanent monument signs for a project shall comply with the standards in Chapter 17.80, Sign Regulations and Sign Permits, and sign locations shall be reviewed along with the site plan review. All business signs require submittal and approval of a sign permit application, and signs may require a building permit.

I. Street Trees. Developers and/or builders shall plant appropriate trees in park strips along all public streets. Planting shall be done along with the project landscaping and in accordance with

the standards found in EMMC 16.35.080. Street trees are required along all collector and arterial roads.

J. Uses within Buildings. All uses in the commercial zones shall be conducted entirely within a fully enclosed building except those uses deemed by the approval authority to be customarily and appropriately conducted outside (merchandise, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc.). No trash, used materials, wrecked or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept within an opaque enclosure that is architecturally compatible with the main building. Trash enclosures, compactors, truck loading areas, and outdoor storage shall be oriented away from residential uses to the extent practical.

K. Bicycle Parking. Convenient bicycle parking shall be provided in locations that do not interfere with pedestrian circulation. Bicycle parking facilities shall be disbursed throughout larger sites and located in convenient and visible areas.

L. Drive-Through Lanes. Drive-through lanes shall be located away from adjoining residential developments. Speakers and menu boards shall be located so that noise is not directed toward residential uses and shall incorporate a screen wall and landscaping to mitigate noise. Where possible, public access doors shall not be located in an area that requires pedestrians/customers to cross drive-through lanes. Where unavoidable, improvements shall be provided to slow vehicles or improve visibility for pedestrians.

# **Exhibit B**

## **Chapter 17.35 COMMERCIAL ZONES**

Sections:

### **17.35.010 What this Chapter Does**

### **17.35.020 Commercial Zones**

### **17.35.030 Land Use Table**

### **17.35.040 Commercial Development Standards**

### **17.35.050 Generally Applicable Provisions**

#### **17.35.010 What this chapter does.**

In order to further the purposes of LUDMA (Utah's Municipal Land Use, Development, and Management Act) and the City's General Plan, the city is divided into various zones, including a number of commercial and office zones. This chapter establishes the land use regulations for these zones in Eagle Mountain City, including allowed uses, minimum land use standards, and other development provisions.

#### **17.35.20 Commercial Zones.**

1. Zone: **Commercial Neighborhood (CN)**. This zone provides small scale commercial retail, office, and services, located to accommodate the daily needs of local residents. Uses should be integrated with adjacent neighborhoods and impose minimal impacts resulting from traffic, lighting, noise, etc. This zone is generally appropriate within some areas designated as Community Commercial on the City's Future Land Use Map.
2. Zone: **Commercial Community (CC)**. This zone provides areas of commercial retail, office, and services, located near transportation hubs and major intersections and designed to buffer neighboring residential areas. Developments should incorporate coordinated circulation, architecture, and landscaping, and a balance of uses oriented to local residents and passing motorists. This zone is generally appropriate within some areas designated as Community Commercial on the City's Future Land Use Map.

#### **17.35.030 Land Use Table.**

This land use table contains the various land uses that are permitted, special, and prohibited uses in the commercial zones. Uses that are not listed in this table are prohibited.

P = Permitted (Permitted uses may still require approval through an application process as detailed in this chapter and other chapters)

S = Special (Special uses are permitted uses that must also comply with the standards

listed in Chapter 17.75 EMMC that are specific to that type of use)  
BLANK Prohibited

Land Use Table

| LAND USE                                                                                                                               | ZONING DISTRICT              |                              |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|
|                                                                                                                                        | Commercial Neighborhood (CN) | Commercial Neighborhood (CN) |
| <b>RESIDENTIAL USES</b>                                                                                                                |                              |                              |
| Assisted Living Facility (12+ residents) ( <del>Residential Facility for Elderly Persons</del> )                                       |                              | S                            |
| Assisted Living Facility (up to 12 residents)                                                                                          | P                            | P                            |
| Bed and Breakfast                                                                                                                      | P                            | P                            |
| Caretaker / security guard dwelling unit                                                                                               |                              |                              |
| Residential Juvenile Group Home; Residential Facility for Persons with a Disability; Residential Rehabilitation and Treatment Facility |                              | S                            |
| Skilled Nursing Facility; Transitional Care Facility                                                                                   |                              | P                            |
| <b>CIVIC / INSTITUTIONAL</b>                                                                                                           |                              |                              |
| Cultural & Entertainment Uses (Theaters, Museums, Galleries, Libraries, Performing Arts Studios, Movies, etc.)                         |                              | P                            |
| Schools (Public / Charter / Private)                                                                                                   | S                            | S                            |
| Public / Civic buildings & facilities (City Owned)                                                                                     | P                            | P                            |
| Public parks, plazas, trails, and open space                                                                                           | P                            | P                            |
| Religious or Cultural Meeting Halls                                                                                                    | P                            | P                            |
| Sports Facilities / Arenas / Fields (Indoor)                                                                                           |                              | P                            |
| Transit Stop (Bus, Light-Rail)                                                                                                         | P                            | P                            |
| <b>COMMUNICATION &amp; UTILITIES</b>                                                                                                   |                              |                              |
| Communication Facilities & Towers                                                                                                      | S                            | S                            |
| Electrical Substations & Power Transmission Lines                                                                                      |                              | S                            |
| Public and Private (with franchise agreement) Utility Underground Lines, Utility Buildings, and other Above Ground Structures          | S                            | S                            |
| Public and private utility equipment and inventory storage, fenced or enclosed                                                         | S                            | S                            |
| <b>COMMERCIAL / NONRESIDENTIAL USES</b>                                                                                                |                              |                              |
| Adult Group Care Facility (Nonresidential)                                                                                             |                              | P                            |
| Animal Care Service                                                                                                                    |                              | S                            |
| Athletic Instruction, including Dance, Gymnastics, Martial Arts,                                                                       | P                            | P                            |



|                                                                                                                  |          |          |
|------------------------------------------------------------------------------------------------------------------|----------|----------|
| etc.                                                                                                             |          |          |
| Automobile gas/service stations                                                                                  | <b>P</b> | <b>P</b> |
| Automobile sales and/or minor service                                                                            |          | <b>P</b> |
| Automobile Service & Repair (minor)                                                                              |          | <b>P</b> |
| Automobile Service & Repair (including auto body)                                                                |          | <b>P</b> |
| Banks & Credit Unions                                                                                            | <b>P</b> | <b>P</b> |
| Brewery                                                                                                          |          | <b>P</b> |
| Car Wash                                                                                                         |          | <b>P</b> |
| Car Wash (Ancillary to a gas/service station)                                                                    | <b>S</b> | <b>P</b> |
| Check Cashing and Deferred Deposit Lenders <sup>3</sup>                                                          |          |          |
| Child Day Care Center or Preschool                                                                               | <b>P</b> | <b>P</b> |
| Construction and Equipment Sales / Rental                                                                        |          |          |
| Convenience Store; Corner Market                                                                                 | <b>P</b> | <b>P</b> |
| Fitness Center                                                                                                   | <b>P</b> | <b>P</b> |
| Flex Office / Retail / Warehouse                                                                                 |          |          |
| Grocery Store                                                                                                    | <b>P</b> | <b>P</b> |
| Hospital                                                                                                         |          |          |
| Hotel <sup>4</sup>                                                                                               |          | <b>P</b> |
| Laundry Services (No On-Site Dry Cleaning)                                                                       | <b>P</b> | <b>P</b> |
| Mortuary                                                                                                         |          | <b>P</b> |
| Moving and storage facilities and businesses                                                                     |          |          |
| Office (Medical, Health Care, Professional)                                                                      | <b>P</b> | <b>P</b> |
| Outdoor Sales and Display (including storage of materials, products, and equipment incidental to an allowed use) | <b>S</b> | <b>S</b> |
| Outdoor storage/parking of recreational vehicles, trailers, boats, and similar vehicles                          |          |          |
| Parking Garage                                                                                                   |          | <b>S</b> |
| Pawn Shop                                                                                                        |          |          |
| Pharmacy (Retail)                                                                                                | <b>P</b> | <b>P</b> |
| Plant & Tree Nursery / Garden Center (with outside display; min. 1 acre lot)                                     | <b>S</b> | <b>P</b> |
| Portable Storage Container                                                                                       |          |          |
| Race Tracks for Go-Carts, ATVs, and other Motorized Sports Recreational Facilities                               |          |          |
| Reception/Conference/Meeting Center                                                                              | <b>S</b> | <b>S</b> |
| Recreation (indoor)                                                                                              |          | <b>P</b> |
| Recreational Vehicle Sales/Rentals                                                                               |          | <b>P</b> |
| Research and Development Facilities, including medical or electronic assembly and associated light manufacturing |          |          |

|                                                                                                                           |          |          |
|---------------------------------------------------------------------------------------------------------------------------|----------|----------|
| Restaurant or Bakery (without drive-through services)                                                                     | <b>P</b> | <b>P</b> |
| Restaurant (with drive-through services)                                                                                  | <b>S</b> | <b>P</b> |
| Retail Sales, General <sup>1</sup>                                                                                        |          | <b>P</b> |
| Retail Sales, Neighborhood (generally < 5,000 sq ft) <sup>2</sup>                                                         | <b>P</b> | <b>P</b> |
| Retail Sales, Regional (generally > 55,000 sq ft)                                                                         |          |          |
| Salon (hair, nails, etc.)                                                                                                 | <b>P</b> | <b>P</b> |
| Sexually Oriented Business                                                                                                |          |          |
| State Liquor Store                                                                                                        |          | <b>P</b> |
| Storage Units (indoor climate-controlled)                                                                                 |          | <b>P</b> |
| Temporary Sales (Christmas tree lots, farmers market or fruit/vegetable stands, fireworks, food trucks, snow cones, etc.) | <b>S</b> | <b>S</b> |
| Tobacco Specialty Business                                                                                                |          | <b>S</b> |

<sup>1</sup> Includes arts & crafts sales, body art facility, electronic media rental & sales, hardware and home improvement, pet store, and uses deemed similar or appropriate by the City

<sup>2</sup> Includes bookstore, copy center or postal center, floral sales, ice cream or dessert shop, and uses deemed similar or appropriate by the City

<sup>3</sup> Check cashing and deferred deposit lenders include any business that must register in accordance with Utah Code Ann. § 7-23-101, *et seq.*

<sup>4</sup> Hotels offering extended stay must include a mix of extended stay and standard rooms (maximum 70% extended stay)

#### **17.35.40 Commercial Development Standards.**

This Development Standards table contains required standards for each commercial zone in the city. More details and clarification are included as footnotes and as generally applicable provisions later in this chapter.

##### ***Commercial Development Standards***

| <b>General Plan Category</b>              | <b>Community Commercial</b>                 |                                          |
|-------------------------------------------|---------------------------------------------|------------------------------------------|
| <b>Zone Designation</b>                   | <b>CN<br/>(Commercial<br/>Neighborhood)</b> | <b>CC<br/>(Commercial<br/>Community)</b> |
| Maximum Height of Structures              | 35' <sup>1</sup>                            | 50' <sup>1</sup>                         |
| Minimum Setback Requirements <sup>2</sup> |                                             |                                          |
| Front                                     | 5' Min; 20' Max                             | 5' Min; 20' Max                          |
| Rear                                      | 20'                                         | 20'<br>(35' <sup>3</sup> )               |

|      |                                    |                                                     |
|------|------------------------------------|-----------------------------------------------------|
| Side | Non<br>e<br>(20' <sup>3</sup><br>) | None<br>(Equal to building<br>height <sup>3</sup> ) |
|------|------------------------------------|-----------------------------------------------------|

<sup>1</sup> Height is measured from the average of the highest finished grade and the lowest finished grade of the structure to the highest point of the roof, excluding ancillary structures.

<sup>2</sup> The approval authority may approve alternative setbacks if, in its judgment, the setbacks comply with the following:

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

\*Maximum setback does not apply to anchor buildings if pad sites are provided which comply with this standard.

<sup>3</sup> If adjacent to residential

#### **17.35.050 Generally applicable provisions.**

All development projects within the commercial zones in this chapter shall conform to the following general requirements:

A. Site Plan Approval. All permitted or special uses in the commercial zones must comply with Chapter 17.100 EMMC, Site Plan Review, unless exempted in that chapter.

B. Architecture & Site Design. All permitted or special uses in the commercial zones shall comply with Chapter 17.72 EMMC, Commercial and Multifamily Design Standards. Exceptions include communication & utility structures, transit stops, temporary commercial uses, and similar uses.

C. Lighting. All exterior lighting, including parking lot lights, building lights, and other lighting must comply with the standards found in Chapter 17.56 EMMC, Outdoor Lighting Standards. Streetlights are required to be paid for by developers and installed by the City's contractor along all roads in and surrounding a project, in accordance with Section 15.10.390 EMMC.

D. Parking. Parking stalls, including ADA stalls, and parking lot improvements shall be provided in accordance with the standards in Chapter 17.55 EMMC, Off-Street Parking.

E. Landscaping. All landscaping shall comply with the standards in Chapter 17.60 EMMC, Landscaping, Buffering, Fencing and Transitioning. Landscaping in parking lots shall comply with Chapter 17.55 EMMC, Off-Street Parking. All landscaping shall be installed prior to the issuance of a certificate of occupancy for the building. The City Building Official may approve exceptions as seasonal conditions warrant. It shall be the responsibility of the property owner to maintain all

approved landscaping in accordance with the approved site plan and in compliance with the City's parking and landscaping requirements.

F. Buffers and Transitions Between Developments and Uses. Commercial and other non-residential uses require buffering or transitioning when built adjacent to residential uses. Buffering standards can be found in Chapter 17.60 EMMC, and include walls or fences, landscaping, and distance separations. Screening walls shall be built by the developer/builder of the commercial or non-residential use, when adjacent to a residential use.

G. Hillside Development and Sensitive Lands. No construction, development, or earthwork may occur on land restricted by utility corridors, natural washes, storm drain retention/detention areas, geologically sensitive areas that require special engineering considerations for safe habitation, and steep slopes, unless in full compliance with Chapters 15.80, 17.62, other applicable City Codes, and approved by the approval authority for site plans. The approval authority may consider, at their discretion, approval of uses on land restricted by utility corridors, including parking lots, recreation (trails, plazas, open space), appropriate temporary uses, and transit stops. Development projects that include hillsides, ridgelines, or retaining walls must comply with the standards in Chapters 15.80 and 17.62 EMMC. Development near natural washes must include significant setbacks from the edge of the wash to any structure, unless approved to pipe the wash. Utility corridors shall be preserved and deeded to the City whenever possible for trails and open space corridors.

H. Signs. Permanent monument signs for a project shall comply with the standards in Chapter 17.80, Sign Regulations and Sign Permits, and sign locations shall be reviewed along with the site plan review. All business signs require submittal and approval of a sign permit application, and signs may require a building permit.

I. Street Trees. Developers and/or builders shall plant appropriate trees in park strips along all public streets. Planting shall be done along with the project landscaping and in accordance with the standards found in EMMC 16.35.080. Street trees are required along all collector and arterial roads.

J. Uses within Buildings. All uses in the commercial zones shall be conducted entirely within a fully enclosed building except those uses deemed by the approval authority to be customarily and appropriately conducted outside (merchandise, gas pumps, plant nurseries, home improvement material yards, automobile sales, etc.). No trash, used materials, wrecked or abandoned vehicles or equipment shall be stored in an open area. All such materials shall be kept within an opaque enclosure that is architecturally compatible with the main building. Trash enclosures, compactors, truck loading areas, and outdoor storage shall be oriented away from residential uses to the extent practical.

K. Bicycle Parking. Convenient bicycle parking shall be provided in locations that do not interfere with pedestrian circulation. Bicycle parking facilities shall be disbursed throughout larger sites and located in convenient and visible areas.

I. Drive-Through Lanes. Drive-through lanes shall be located away from adjoining residential developments. Speakers and menu boards shall be located so that noise is not directed toward residential uses and shall incorporate a screen wall and landscaping to mitigate noise. Where possible, public access doors shall not be located in an area that requires pedestrians/customers to cross drive- through lanes. Where unavoidable, improvements shall be provided to slow vehicles or improve visibility for pedestrians.

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