



EAGLE MOUNTAIN CITY COUNCIL MEETING

April 5, 2022, 4:00 PM

Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

1. CITY ADMINISTRATOR INFORMATION ITEMS

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

1.A UPDATE - City Administrator Items

1.B UPDATE - Budget

2. AGENDA REVIEW

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

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

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

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

4. CALL TO ORDER

5. PLEDGE OF ALLEGIANCE

6. INFORMATION ITEMS/UPCOMING EVENTS

7. PUBLIC COMMENTS

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

8. CITY COUNCIL/MAYOR'S ITEMS

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

9. RECOGNITION

9.A Brody Kinder - Rural Water Association of Utah Wastewater Operator of the Year

CONSENT AGENDA

10. AUDIT

- 10.A Acceptance of the 2021 Fiscal Year Audit - Ron Stewart

11. BID AWARDS

- 11.A 2022 Eagle Mountain Slurry Seal Project - M&M Asphalt Services
2022 Slurry Seal Overview Map
Bid Opening
- 11.B 2022 Mid Valley Road Extension Design - Civil Science, LLC
Engineering Services Contract
Proposal
Fee Schedule
- 11.C Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pumps - Nickerson Inc
Goods and Services Contract
Bid Schedule - Nickerson Company Inc.
Pump Specifications
Jones and DeMille Material Recommendation Letter
- 11.D Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pump Station Electrical -
Royal Wholesale Electric
Goods and Services Contract
Bid Schedule - Royal Wholesale Electric
Jones and DeMille Electrical Recommendation Letter

12. BOND RELEASES

- 12.A Arrival Phase B, Plat 7 - Into Warranty
Bond Release Letter
Recorded Plat
- 12.B Arrival Phase B, Plat 8 - Into Warranty
Bond Release Letter
Recorded Plat
- 12.C Eagle Point Phase G, Plat 2 - Into Warranty
Bond Release Letter
Recorded Plat
- 12.D Ranches Estates Plat A - Into Warranty
Recorded Plat

[Bond Release Letter](#)

- 12.E Ranches Estates Plat C - Into Warranty
[Recorded Plat](#)
[Bond Release Letter](#)
- 12.F SilverLake Plat 30 - Into Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 12.G Brylee Farms Phase A, Plat 2 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 12.H Eagle Heights Village Plat 1 - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 12.I J & J Ranches - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)
- 12.J Ranches Estates Plat B - Out of Warranty
[Bond Release Letter](#)
[Recorded Plat](#)

13. MINUTES

- 13.A March 15, 2022 - Regular City Council Meeting
[03.15.2022 City Council Minutes - DRAFT](#)

14. PRELIMINARY PLATS & SITE PLANS

- 14.A [SITE PLAN - Marketplace at Eagle Mountain Town Center Lot 6 Pad C2](#)
[Site Plan](#)
[Elevations](#)

SCHEDULED ITEMS

15. ORDINANCE/PUBLIC HEARING

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

BACKGROUND: *(Presented by Senior Planner Tayler Jensen)* If approved, the proposed ordinance rezones approximately 1.5 acres of property to the CC zone. The property is

located north of Stonebridge Lane and west of Ranches Parkway, Utah County Parcel 58:033:0297.

ORD--Saddle Junction Rezone
Rezone Exhibit

16. EAGLE QUEST EAST

- 16.A [ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands and Approving a Master Development Plan for Eagle Quest East.](#)

BACKGROUND: *(Presented by Senior Planner Tayler Jensen)* The proposed items include a Rezone, Master Development Plan, and Preliminary Plat for 407 single-family residential units located on approximately 163 acres for an overall project density of 2.49 DU/AC. The project is located north of Sunset Flats and west of Lake Mountain Road, Utah County Parcel 59:006:0053.

[ORD--Eagle Quest East Rezone and Master Development Plan](#)
[Land Use, Site, and Phasing Plan](#)
[Landscape Plans](#)
[Traffic Impact Study](#)
[Park Worksheet](#)
[01.18.2022 Eagle Quest East Minutes](#)

- 16.B [MOTION - Eagle Quest East Preliminary Plat](#)

17. ORDINANCE

- 17.A [ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 5.30 Rental Dwelling Business Licensing.](#)

BACKGROUND: *(Presented by Assistant to the City Administrator Evan Berrett)* The proposed ordinance outlines the process to license residential rental properties in the City. Staff anticipates this ordinance would be effective as of June 1, 2022.

[ORD--EMMC 5.30 Rental Dwelling Business Licensing](#)
[EMMC 5.30 Rental Dwelling Business Licensing - DRAFT](#)
[Staff Report](#)

18. CITY COUNCIL/MAYOR'S BUSINESS

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

19. CITY COUNCIL BOARD LIAISON REPORTS

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

to the City Council.

20. COMMUNICATION ITEMS

20.A Upcoming Agenda Items
[CI--Upcoming Agenda Items](#)

21. ADJOURNMENT

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this 31st day of March, 2022, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website www.emcity.org, posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	2022 Eagle Mountain Slurry Seal Project - M&M Asphalt Services		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$296,679.36 G.L.#10-41-44100-5122 Fiscal Budget 2022		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Zac Hilton, Public Works

PRESENTED BY:

Zac Hilton

RECOMMENDATION:

Staff recommends that the City Council award the 2022 Eagle Mountain Slurry Seal Project to M&M Asphalt Services in the amount of \$296,679.36 and authorize the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City requested bids on U3P for the placement of a Type II modified slurry seal treatment on approximately 1,836,477 square feet of City roadways. The slurry seal treatment will help rejuvenate and protect the existing pavement and add skid resistance to the surface. This project is included in the FY 2022 budget, G.L.# 10-41-44100-5122 (Paved Road Maintenance) and shall be completed by June 30, 2022. See attachments for a map of roadways included in the project and the bid results.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[2022 Slurry Seal Overview Map](#)

| Bid Opening

**2022 Slurry Seal
Overview
1,836,477 Sq Ft**



Legend

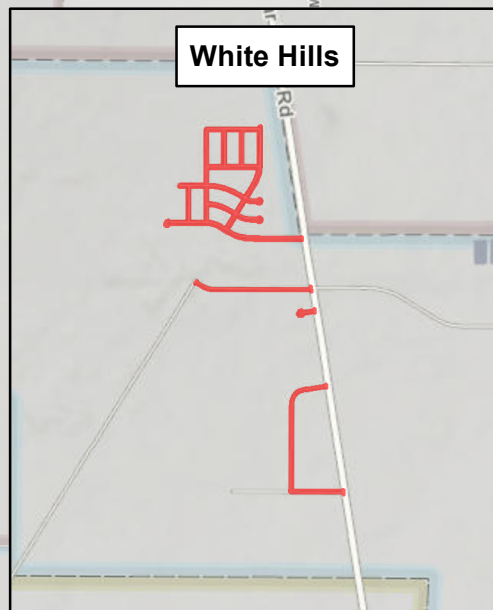
2022 Slurry Seal Polygon



Disclaimer: Eagle Mountain City does not assume any liability with respect to the accuracy, completeness, or availability of these maps. Eagle Mountain City assumes no liability for direct, indirect, specific, or consequential damages resulting from the use or reliance of these maps or any of the information contained therein. Visit us at www.eglemtn.org for the latest information, but may not be available.

Contact Eagle Materials Dig
Engineering/SD Department
202.222.2222

White Hills



Eagle Mountain

Eagle Mountain Blvd

Airport Rd =

Lehi Fairfield Rd

Pony Express Pkwy

Lake Mountain Rd

**Cedar Valley
Airport**

Foothill Blvd

Pony Express

Saratog

0 1,000 2,000 4,000 Feet

EAGLE MOUNTAIN CITY

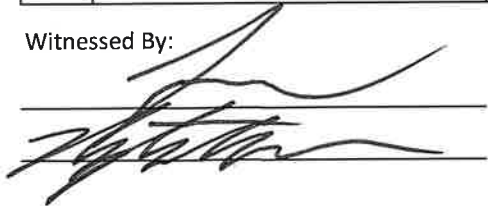
BID OPENING FOR

2022 Eagle Mountain Slurry Seal Project

BIDS OPENING: March 29, 2022; 10:00 AM

		BID BOND		Bid Amount	Time	Date Receive	Received by:
Bidder		YES	NO				
1.	American Pmt. Preserv.	✓		385,106.96	9:50	3/28	L.E.
2.	Morgan Pavement	✓		305,736.81	9:28	3/29	L.E. J.R.
3.	Asphalt Preservation	✓		322,487.35	9:45	3/29	J.R.
4.	M & M Asphalt	✓		296,679.36	7:54	3/29	J.R.
5.							
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19.							
20.							

Witnessed By:



E.M. City
Company
E.M. City
Company



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	2022 Mid Valley Road Extension Design - Civil Science, LLC		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$124,933		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends that the City Council award a bid to Civil Science, LLC in the amount of \$124,933.00 for the 2022 Mid Valley Road extension design and authorizes the Mayor to sign the contract.

BACKGROUND:

Eagle Mountain City staff solicited proposals from qualified engineering firms to provide a design for the Mid Valley Road extension from the Overland development to Eagle Mountain Boulevard. This will provide a much needed east/west connection between Pony Express Parkway and Eagle Mountain Boulevard, helping to accommodate school traffic in this area and provide better circulation.

The intent is to have a design sufficient to acquire needed rights-of-way and a final design by early fall in order to solicit construction bids in the late fall of 2022, with construction to follow in 2023. It is anticipated that this road will be completed in 2023.

City staff evaluated the received proposals and ranked each proposal based on experience, qualifications, and ability to complete the assigned tasks. Typically, once the proposals are ranked, staff will review the cost proposals from only the top three ranking proposals and include costs for the final scoring. In evaluating these proposals there was a wide range of projected hours for this project. Rather than looking at total costs, staff evaluated the cost proposals based on cost per hour to avoid selecting the firm that had dedicated the least

amount of time to the project. These scores were then added to the initial scores and the final score was calculated. Based on this scoring method, City staff recommends the project be awarded to Civil Science. This is the same engineering firm that designed Old Airport Road which will be a very similar project to Mid Valley. A summary of the scoring is shown below.

	Ave	Cost	Final Score	Total Cost	Hours	\$/
CMT (PEPG)	71.0			\$149,800.00	1170	\$
Meridian	71.3			\$219,000.00		
Horrocks	72.3	13.0	85.3	\$68,143.00	438	\$
CRS	72.3	11.0	83.3	\$93,420.00	402	\$
Civil Science	72.7	15.0	87.7	\$124,933.00	1019	\$
PEC	71.3			\$129,195.00	937	\$

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Engineering Services Contract](#)
[Proposal](#)
[Fee Schedule](#)

EAGLE MOUNTAIN CITY

CONTRACT FOR ENGINEERING SERVICES

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

Civil Science

Name
3140 W Clubhouse Drive

Address
Lehi, UT 84043

City, State ZIP

LEGAL STATUS OF CONTRACTOR

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

Contact Name: Jay Mecham _____

Phone Number: 801 768 7200 x133 w _____

Email: jmeacham@civilsience.com _____

Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT:** Design of Mid Valley Road extension from Overland to

Eagle Mountain Boulevard

3. CONTRACT PERIOD:

Effective Date: April 5, 2022 _____

Project Completion Deadline (Contractor will complete the Scope of Work on or before): October 31, 2022 _____

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

Renewal Options (if applicable): _____

Eagle Mountain City Project Manager Signature: _____

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

a. Total Contract Cost: \$123,933 _____

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

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

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

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

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

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

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

Dated this _____ day of _____, 20____.

EAGLE MOUNTAIN CITY

Signature

Print Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM

Fionnuala B. Kofoed, MMC
City Recorder

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":**
 - a) 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.
 - b) 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.
 - c) 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/COST SCHEDULE

ATTACHMENT C:

INSURANCE

QUALIFICATIONS

For decades, Civil Science has provided engineering services for numerous communities in Utah. Our consulting services are designed to understand and meet the needs of the City, while providing cost efficient services. Civil Science, Inc. is a C-Corporation and a full-service consulting engineering firm headquartered in Lehi, Utah. Since 1978, Civil Science staff have established a reputation for successfully completing projects on time, within budget, and to the highest quality expectations. Civil Science is a consulting civil engineering firm of 96 employees with proven project design, cost estimating, construction administration, and public involvement experience. We offer a full range of services for public roadway, utility, and infrastructure systems including:

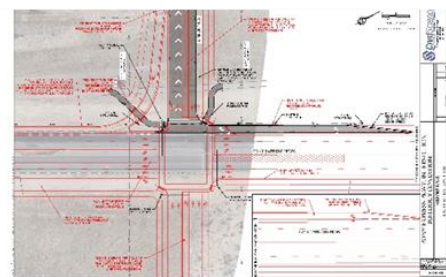
- Roadway design, including new roadway, rehabilitation, and overlays
- Utility infrastructure planning & design
- Water and wastewater modeling
- Safety and information signage
- Surveys (control, right-of-way, and topographic surveys)
- Hydrologic and hydraulic modeling
- Storm drain design
- Traffic signal design
- Environmental studies & permitting
- Engineering reports/cost estimating
- Public involvement/property owner coordination
- Bidding and negotiating
- Construction administration/observation

TEAM PROJECT EXPERIENCE

Our project team has completed a significant amount of similar, challenging, and successful roadway widening and improvement projects over the past five years, and particularly in Eagle Mountain in the past year. The following highlights recent projects completed by members of our proposed team. Each project exhibits similarities to the Eagle Mountain Mid Valley project in size and complexity.

Airport Road - Phase 1 Roadway and Pony Express Pkwy Signal Design | Eagle Mountain, Utah | Chris Trusty, City Engineer, 801-789-6671 | Design

Civil Science provided design services to Eagle Mountain City to address the City's rapid growth rate, by preparing an additional entrance road into the city. The new Airport Road will extend from SR-73 to Eagle Mountain Boulevard a total distance of 5 miles. **This project is very similar to the Mid Valley Extension project because it is located through undeveloped area and has similar Right-of-Way (ROW) issues and drainage conditions.** The project also designed the intersection with Pony Express Parkway, a major city intersection.



The Phase I roadway design completed by Civil Science in January 2021, included the design of a 2-lane roadway with associated drainage considerations from SR-73 to Pony Express Parkway (2.5 miles); and an intersection design for a new traffic signal at the intersection of Airport Road and Pony Express Parkway. The Phase I, interim design, also included future planning, addressing the planned future alignment and right-of-way sheets (showing parcel ownership and impacts) for the entire 5-mile section.

KEY PERSONNEL: Jay Meacham- PM, Justin Jones - Design, and David Mortensen - Survey

Original Construction: \$1,242,000
Final Construction: \$1,242,000

7300 West Phase 1 & 2 Improvements | Herriman Utah | Jonathan Bowers, City Engineer, (801) 446-5323 | Design

Jay Meacham and Justin Jones led the design team in the roadway improvement project on 7300 West Phase 1 in Herriman City. The project improvements are on a minor arterial with a length of approximately 0.5 miles. The project included the design of a pressure irrigation waterline, storm drainage system and street lighting. The existing pavement

had deteriorated to a point where options were evaluated to roto-mill or replace the entire pavement section. This was meshed with the trenching for utilities to arrive at a design with a full pavement replacement, providing a stable pavement section with a continuous surface overlay. Civil Science coordinated with the property owners to inform them of impacts to alleviate surprises during construction. Civil Science worked with City staff to accelerate the design to meet a more competitive bid season. **The schedule for each design task was shortened by two weeks to provide design plans almost 2 months early.** During construction. The 7300 West Phase 1 design and construction is complete, and preliminary design has begun on Phase 2 after which it will be put on hold until ROW is acquired.

KEY PERSONNEL: Jay Meacham- PM, Justin Jones - Design, and David Mortensen - Survey

Original Construction: \$1,597,000
Final Construction: \$1,400,000

Aggie Boulevard (Millcreek Drive) | Moab, Utah | Chuck Williams, City Engineer, (435) 355-0663 | Design/Construction Management

Civil Science provided design and construction management services for a major roadway project (0.5 miles) that accesses a new Utah State University Campus in in Moab, Utah. The design included a new roadway alignment over difficult terrain with steep slopes and poor soils. Our multidiscipline team performed the drainage analysis, roadway design, hydraulic engineering, culvert design, pedestrian shared use path design, and project management for Moab. CS Survey department conducted aerial drone survey for the site to collect both imagery and elevation data for the design team. Civil Science also provided ROW & Easement Documents. Civil Science staff coordinated with multiple stakeholders including the City of Moab, SITLA, Utah State University, Grand Water & Sewer Service Agency, Rocky Mountain Power, Emery Telecom, Grand County, CIB, UDOT and others. We prepared all ROW and easement documents for improvements through private, SITLA and state-owned agencies. Civil Science acted as the City liaison with the funding agency throughout the construction process and provided on-site inspection.



Original Construction: \$1,981,000
Final Construction: \$2,000,000

KEY PERSONNEL: Justin Jones - Design Support, Jay Meacham - Drainage

US-191; North Moab to Colorado River Bridge | Moab, Utah | Ryan Anderson, UDOT Project Manager, (435) 893-4761 | Design

Civil Science provided preconstruction engineering services for this 2.6-mile roadway widening project. The storm drain improvements, adhered to the City's Storm Water Master Plan recommendations which included a storm drain trunkline that conveys not only the onsite flows, but also the offsite 50-year storm runoff event. The trunkline (52" diameter) flows are released into the downstream Matheson Preserve, a highly sensitive environmental area, which required extensive coordination and consideration to meet water quality standards. **The drainage system design included an elongated channel and vegetated system designed to attenuate flows and drop out sediments and clean the storm water prior to release into the downstream wetland areas. Upstream sediment was controlled through sediment basins located at selected watershed outlet points prior to entering the closed system.** The design team considered these improvements within the context of the resident communities and their various modes of transportation. **The open channel and erosion control design experience developed on this project will be a benefit to the Mid Valley Extension project.**

KEY PERSONNEL: Jay Meacham- Drainage Lead, Justin Jones - Drainage support, and David Mortensen - Survey

Original Estimate: \$17.8 M
Final Construction: \$20.5 M

CONTRACT

Civil Science agrees to abide by the terms of the City's Engineering Services Contract should we be awarded the design contract.

INSURANCE

A copy of the Civil Science insurance coverage limits is included in Appendix B of this proposal.

KEY PERSONNEL & PROJECT AND CLIENT EXPERIENCE

Civil Science's current full-time staff has the technical skills and field experience to provide the needed support and services for the design of the Eagle Mountain Mid Valley Road project. With an engineering and surveying staff of 96 professionals to draw from, we have the flexibility to accommodate the broad mix of engineering needs for Eagle Mountain City as shown on the following organization chart. One-page resumes for key personnel are included in Appendix A of this proposal.

KEY PERSONNEL

Our Project Manager and main point of contact for the Eagle Mountain Mid Valley Project will be Jay Meacham who will provide engineering services to the City from our Lehi office.



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

Jay is a professional engineer and project manager with 36 years of experience in transportation, drainage, and water resources engineering. Specifically, Jay has provided engineering design and project management services for many Utah municipalities including Highland,

Draper, Lehi, American Fork, Pleasant Grove, Cedar Hills, South Jordan, Herriman, and most recently, Eagle Mountain. Jay managed the recently completed design for the Airport Road Phase 1 and Airport Road Pony Express Signal projects and Highland City's Knight Avenue both of which are similar designs to the Mid Valley Road Extension project. He has managed 20-mile long arterial transportation projects as well as half mile length collector level projects.

Jay also has extensive experience designing and coordinating storm drain facilities. His drainage engineering experience includes the following: surface water hydrology, highway drainage, urban storm drainage, watershed erosion and sedimentation, channel and culvert hydraulics and sub-surface storm drainage systems. He has designed storm drain trunkline systems as large as 72" diameter and regional detention basins as large as 203 acre-feet. **Jay is also very familiar with American Public Works Association (APWA) standards and drawings which will be used on the project, having served on the Specifications Committee for over 8 years.**



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

Justin provides over 23 years of experience working on local and state transportation related projects in Utah and surrounding states. Justin's design experience includes roadway design, grading, stormwater analysis and design, utilities coordination and design, public street improvements, signage, and striping. Justin's extensive transportation design experience and his acute attention to design detail and design oversight have consistently resulted in minimal construction issues. **Justin's roles and responsibilities on the Eagle Mountain Mid Valley Road project will be very similar to his efforts on the recent Airport Road projects where he functioned as the design lead with attention to all aspects of the project.** During the recent design phase of the Herriman 7300 West project, Justin resolved grading issues with driveways and sidewalk tie-ins, designed with intent to limit property impacts, designed utilities to avoid underground conflicts, and optimized roadway transitions. Justin



worked almost exclusively with the Civil Science Municipal Group on transportation projects for the last 8 years. Recent relevant projects Justin has completed, and his role include:

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



Kelvin Smith, PE
Hydraulics & Modeling
Utah PE #10255283
M.S. Civil Engineering

Kelvin offers 10 years of infrastructure civil engineering experience and is our resident expert in drainage system modeling, drainage engineering, GIS analysis, and planning, and he routinely contributes to design and project management. Kelvin brings experience and depth to the team having completed numerous similar stormwater designs. Kelvin offers in-depth experience with various modeling software (InfoWater, H2OMAP Sewer, InfoSWMM, ArcMap, ArcGIS Online, QGIS, WMS, HEC-HMS, HEC-RAS). Kelvin was the Hydraulic Engineer for the Pecan Valley Regional Detention Basin project in Hurricane City, Utah. He designed this regional storm drainage system which conveyed flows through a densely developed area which required heavy coordination not only with the city but surrounding impacted developments. The hydrology modeling combined with hydraulic modeling to size and design the storm drain inlets, conveyance pipes, and detention basin. **Similar to this project, the system allowed for offsite pass-through flows.**

Role/Responsibility		Name	Education	Qualifications / % Availability	Exp.
Sr. Project Manager	Project Manager/ Drainage	Jay Meacham, PE	BS Civil Eng.	Jay just provided management and drainage services in Eagle Mountain on the Airport Road projects and has managed 4 new construction and widening projects in the last 3 years. Jay also brings over 30 years of specific drainage technical expertise to this project.	80% 36 yrs
Principal Engineer	QC/QA Manager	Andy Kitchen, PE	MS & BS Civil Eng.	Andy managed 10 similar roadway reconstruction and widening projects in the last 5 years and provided quality oversight on dozens of similar projects.	10% 18 yrs
Engineer	Roadway Design Lead	Justin Jones, PE	BS Civil Eng.	Justin is the lead designer on the Eagle Mountain Airport Road Projects and has provided lead design services on over 12 similar roadway projects in the last 5 years.	80% 23 yrs
Engineer	Drainage & Modeling	Kelvin Smith, PE	MS Civil Eng.	Kelvin offers in-depth experience with various modeling software (InfoWater, H2OMAP Sewer, InfoSWMM, ArcMap, WMS, HEC-HMS, HEC-RAS) and recent experience providing hydrology modeling combined with hydraulic modeling to size and design the storm drain inlets, conveyance pipes, and detention basin.	50% 10 yrs
Engineer	Signing & Striping	Mark Brailsford, PE	MS Civil Eng.	Mark specializes in roadway design, specifically signing and striping, having participated as lead design or quality control on almost every UDOT and municipal signing and striping design completed from our Lehi office.	40% 10 yrs
Survey	Survey Lead	David Mortensen, PLS	BS	David has over 20 years of experience as a consulting land surveyor. He serves as Committee Chairman of UCLS and president of the Salt Lake Chapter	60% 20 yrs

SPECIAL CONSIDERATIONS

The Eagle Mountain Mid Valley Road Extension provides us with a great opportunity to continue our working relationship with the Eagle Mountain City staff as we move forward with this important city project. The Mid Valley Road Extension project will begin near Sheps Ridge Road and extend about 1 mile west to Eagle Mountain Boulevard. The project will extend a new 3-lane roadway, across native open fields. This Phase I design will use a typical crown section, centered on the right-of-way line, with 2-travel lanes, a center lane, and minimal paved shoulders. The following elements will be considered.

PROPOSED (INTERIM) DRAINAGE SYSTEM

The existing flow pattern of the open fields along the project area is in a south to southeast direction. The watershed consists of gravelly, sandy and silt loam material with a “B” hydrologic soil group. This material has the potential for infiltration. As part of the roadway construction, an interim drainage system will be designed. The system will follow the current City Storm Drain Master Plan and will consist of upstream temporary detention basins with periodic cross culverts. The detention basins will be sized to reduce the peak runoff flow increased by the added impervious area created by the new roadway. These drainage features will be contained within the proposed right-of-way.

RIGHT-OF-WAY

The acquisition of three properties will be required for the construction of the roadway. The full buildout width will be acquired. Civil Science will identify ownership of the properties, prepare the legal descriptions, and prepare an exhibit for each that can be used during negotiation discussions with the property owners. Using the legal descriptions and the exhibits, the city will create the legal instruments for signing and recording the documents. The City will provide all efforts in property negotiations. **The descriptions will be prepared following the city approval of the horizontal alignment which will be prepared within the first couple of months following the notice to proceed.** With construction occurring this fall, the property acquisition efforts will need to be early in the project schedule.

PROJECT SCHEDULE

Civil Science accepts the project design schedule as set forth in the RFP and recognizes the need to begin construction of this project this year. We will work with the city in tightening this schedule to begin earthwork/grading as soon as possible with an understanding that paving in late fall may be questionable. We understand the importance of working with a tight schedule and hitting targeted project milestones. Following are critical dates that we are committed to.

Project Kickoff	April 14, 2022	Prior to the project kickoff meeting, Civil Science will schedule the ground survey and research and establish data for control points. City information will be requested.
Concept Alignment Review	June 9, 2022	Early establishment and approval of the roadway alignment is critical in meeting project deadlines. From an accepted alignment, right-of-way will be identified, and descriptions prepared. Civil Science has the resources to support the city in preparation of the legal documents.
Preliminary Design Review	August 11, 2022	The preliminary design will be more of a 75% level design consisting of a near complete construction package. A prompt and thorough review will shorten the Final Package development and review.
Final Design Review	October 6, 2022	With a complete Final construction drawing package, an accurate estimate can be prepared. Civil Science will rely on a “boiler plate” bid document package provided by the city to shorten this process.

APPENDIX A

RESUMES





Jay Meacham, PE

Position Education

Project Manager, Utilities & Drainage
B.S. Civil Engineering – 1984
Brigham Young University (Provo, UT)
M.S. Civil & Environmental Engineering – 1986
Utah State University (Logan, UT)

Licenses/ Registrations

Professional Engineer
Utah – 170934
North Dakota – 7926
Idaho – 11506
Ohio – 79413
Arizona – 23246
Nevada – 9772
Wyoming – 13854

Jay is a participant on the American Public Works Association (APWA) Specifications Committee where for the last 8 years he has assisted in preparing and modifying Standards and Specifications for their 2012 and 2017 publication updates

Jay is a professional engineer and project manager with 34 years of experience in transportation, drainage, water resources engineering. Jay's transportation engineering experience includes highway geometric design, roadway widening, highway drainage design, utility coordination, and right-of-way plans on projects for both DOT and municipal clients. Jay's stormwater experience includes, surface water hydrology, highway drainage, urban storm drainage, watershed erosion and sedimentation, channel and culvert hydraulics.

Work Experience

Name	Herriman 7300 West Improvements	Jay managed the engineering design and survey services for a 0.5-mile roadway improvement project on a minor arterial which involved improvements of a pressure irrigation waterline, storm drainage system and street lighting. The existing pavement had deteriorated to a point where options were evaluated to roto-mill or replace the entire pavement section. This was meshed with the trenching for utilities to arrive at a design with a stable pavement section with a continuous surface overlay. Jay worked with the property owners in coordinating impacts to alleviate challenges during construction. He worked with City staff to accelerate the design to meet a more competitive bid season. The schedule for each design phase was shortened by two weeks to provide design plans almost 2 months early.
Responsibility	Project Manager	
Start Date	2019	
Name	Bulldog Boulevard – Protected Bike Lanes & Raised Median	Jay provided technical support services in roadway, drainage, and utility design, for this local government/UDOT project to increase safety for bicycle/pedestrian traffic along Bulldog Blvd in Provo by constructing separated bicycle lanes and other active transportation improvements along Bulldog Boulevard in Provo from the Provo River Parkway Trail (625 West) to the BYU Campus (Canyon Road).
Responsibility	Technical Lead	
Start Date	Aug 2017	
Name	Logan 1000 North / 200 West Corridor Improvements	Jay provided drainage design services as part of the preliminary design and public involvement coordination on this corridor improvement project in Logan, Utah. Along with site drainage, Jay also helped the City in satisfying requirements for their municipal separate storm sewer system (MS4) stormwater permit.
Responsibility	Drainage Lead	
Start Date	2016	
Name	ND-200; State Line East to Yellowstone Bridge, NDDOT	Jay managed the engineering design and survey services for an existing 3-mile roadway segment requiring major rehabilitation. The project included segments of mill and blended pavement with full depth reconstruction of a shoulder which was widened from 2 feet to 6 feet. The project also included the design of a roundabout (with lighting) on two major intersecting state highways (ND200 & ND58).
Responsibility	Project Manager	
Start Date	2016	



Andrew L. Kitchen, PE

Position Education

QC/QA Manager, Principal in Charge
A.S. General Science – 1998
Utah Valley State College (Orem, UT)
B.S. Civil Engineering – 2001
Brigham Young University (Provo, UT)
M.S. Civil Engineering – 2002
Brigham Young University (Provo, UT)

Licenses/ Registrations

Professional Engineer
Utah – 5048557
Missouri – 2014031343
North Dakota – 8264
Idaho – 13859
Nevada – 017375
Wyoming – 12415

Senior manager on numerous transportation projects, many of which involved reconstruction, widening, and extension of roadway, utility, and storm drain infrastructure.

Andy has over 18 years of experience working on local, state, and federal transportation related projects in Utah, Nevada, California, Montana, North Dakota, and Idaho. Project and design management has been a focal point of Andy's career, covering more than 12 years of his overall experience. He provides an ideal mix of local municipal and state/federal transportation experience, working with Utah cities such as Draper, Kaysville, Lehi, Saratoga Springs, Layton, Taylorsville, Logan, South Salt Lake, and Sandy, as well as state agencies such as UDOT and UTA.

Work Experience

Name	UTA TIGER Grant
Responsibility	Design Manager / Project Manager
Start Date	May 2018

Andy serves as the Design Manager for the UTA TIGER Grant program and has worked successfully to complete the majority of the non-structural program projects. The Civil Science team under Andy's direction has completed new roadway, roadway widening, overpass and underpass structures, traffic signals, multi-use paths, miles of bike lane facilities, bike share stations, connecting sidewalk facilities, pedestrian crossing improvements, and associated stormwater and utility improvements. Andy works with the UTA program team to plan and implement transportation designs within a fixed project budget. Projects completed to date for the TIGER Grant program include several effective extension projects. In Sandy City, Andy led this exact design team on a roadway extension project in Sandy at 102nd South. Beetdigger Boulevard and 102nd South were extended into a common intersection. The project included several crossing structures, extensive retaining wall designs, and water and storm drain facilities.

Name	Kaysville 200 North Roadway Improvements
Responsibility	Project Manager
Start Date	Nov 2016

Andy managed the project team providing services for full roadway reconstruction and signal design along 200 North and at the busy Angel Street intersection. The project scope included roadway & signal design, irrigation and storm drain design, utility coordination and design, and significant property owner coordination. Andy coordinated consistently throughout the project with multiple developers, commercial owners, and 20 residential property owners to resolve property impacts, and complete right of way acquisition for the project.

Name	Herriman 7300 West Improvements
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Andy was the QC/QA Manager for the engineering design and survey services for a 0.5-mile roadway improvement project on a minor arterial which involved improvements of a pressure irrigation waterline, storm drainage system and street lighting.



Justin Jones, PE

Position	Transportation Design Lead
Education	B.S. Civil Engineering – 1998 Utah State University (Logan, UT)
Licenses/ Registrations	Professional Engineer Utah – 5048557

Justin's extensive transportation design experience and his acute attention to design detail and design oversight have resulted in minimal construction change orders on projects such as Kaysville 200 North, Williston 58th Street, and the UTA TIGER Grant design projects

Justin provides over 23 years of experience working on local and state transportation related projects in Utah and North Dakota. Justin's design experience includes roadway design, grading, stormwater analysis and design, utilities coordination and design, public street improvements, signage, and striping.

Work Experience

Name	Herriman 7300 West Improvement	Justin provided lead design services for roadway improvements of 0.5 miles on Herriman 7300 West. This included improvements of design of roadway improvements, and a pressure irrigation waterline, storm drainage system and street lighting. The existing pavement had deteriorated to a point where options were evaluated to roto-mill or replace the entire pavement section. This was meshed with the trenching for utilities to arrive at a design with a stable pavement section with a surface overlay.
Responsibility	Design Manager	
Start Date	2020	
Name	UTA TIGER Grant	Justin has provided design oversight and direct design support for roadway and active transportation elements on a majority of the Grant projects. Justin's experience on this program includes the development and design of bike lane facilities, multi-use paths, sidewalk, curb and gutter, pedestrian underpasses, and pedestrian crossing improvements. He has managed a group of engineers and technicians in a proactive, calculated manner to meet tight deadlines, while providing designs that meet the scrutiny of multiple program reviewers, municipal representatives, and consultants.
Responsibility	Design Lead	
Start Date	May 2018	
Name	Kaysville 200 North Roadway Improvements	Justin provided lead design services for the full roadway reconstruction and signal design along 200 North at the busy Angel Street intersection, including roadway reconstruction and widening on Angel Street. In addition to roadway design, Justin analyzed roadway drainage improvements and designed a large storm drain trunk line to mitigate upstream flooding and downstream irrigation allocation requirements. A flow diversion box design was included to pass irrigation allocation flows to adjacent fields and remaining storm event water west in the collection system.
Responsibility	Design Lead	
Start Date	Nov 2016	
Name	Hurricane 400 S; 300 W to 100 East	Justin provided design oversight for widening and utility service replacement for 400 South in Hurricane City. Justin provided roadway design, drainage analysis and design for the 24-inch storm drain system replacement, quality control reviews, and overall plan development oversight.
Responsibility	Design Lead	
Start Date	Jan 2016	
Name	Saratoga Springs 400 West Connector	Justin completed design oversight of roadway and utilities for this collector street segment in Saratoga Springs, a key vehicular and pedestrian connection to commercial uses in the area. Design included a new box culvert canal crossing, permitted through the canal company and the Bureau of Reclamation. The project was split into two phases to allow for the canal crossing to be constructed prior to the canal becoming operational in the spring. The project also included sewer, water, pressurized irrigation, and storm drain improvements.
Responsibility	Design Lead	
Start Date	Oct 2017	



David Mortensen, PLS

Position
Education
**Licenses/
Registrations**

Survey Manager
B.A. Brigham Young University (1997)
Professional Land Surveyor
Utah #6436557-2201
North Dakota # LS-27699
Arizona # 61603

Dave has served as Committee Chairman of UCLS Construction Staking Committee, and president of the Salt Lake Chapter of the UCLS. Projects in Commercial, Manufacturing, Industrial, Residential and Transportation projects.

David provides a diverse survey background having completed commercial, manufacturing, industrial, residential, and transportation survey and ROW mapping projects. Through this experience, David has created a high standard of care that he provides to all clients, making him a key component in Civil Science's Survey and ROW Engineering Quality Control program. He oversaw survey monument locating and

property ownership research efforts to locate the existing ROW lines for the UDOT Springville 400 S/I-15 Capacity Improvements and the UTA TIGER Grant First/Last Mile Connections Lehi Rail-Trail Pedestrian Bridge project.

Work Experience

Name Responsibility Start Date	Herriman 7300 West Roadway Survey Manager 2020	Dave provided survey services for the Herriman 7300 West Roadway Improvement Project which is a half-mile roadway widening project, and included the design and construction of continuous sidewalk, curb and gutter, and a new secondary waterline design. The site survey data collection task began with flying the project with our survey drone to obtain a survey grade aerial imagery of the project. The drone data was supported with ground elevation data. This data was used to create topography and mapping files used in the design to establish the roadway centerline. Survey data was used to blend in new features with existing to obtain accurate quantities and property impacts.
Name Responsibility Start Date	UTA TIGER Grant, Sandy City Projects (Various locations) Survey Manager 2018	Dave was the survey manager for the Sandy City 102nd South roadway widening, multi-use path project and Folsom Trail projects. Project included survey to support design and right-of-way research in support of roadway and trail project. These projects were completed using a CMGC format - a unique opportunity to address design challenges with construction perspective.
Name Responsibility Start Date	US-2 ND 19 E to Devils Lake City Limits, North Dakota NDDOT Surveyor 2019	David provided survey support services for the US 2 ND 19 E to Devils Lake City Limits project which provided a long-term solution for the reconstruction of two intersections, addressed deficiencies for a pedestrian tunnel, and pavement deficiencies along the corridor. David developed the OPUS solutions and established control for survey, provided field data review, survey transmittal support and provided control reviews.
Name Responsibility Start Date	Lehi Streets – 100 South – Center St to 200 E, and 900 North Survey Lead 2019	Dave provided survey management of field and office personnel for survey and right-of-way research for these Lehi roadway projects. Ground survey included identification of existing features. Surveyors identified the location of features including roadway centerline, edge of asphalt, curb, gutter and sidewalk, visible utilities such as power poles, valve lids, manhole lids and catch basins. This data was used to create a single design sheet for construction elements at each location.

Kelvin Smith, PE



Position	Drainage/Modeling
Education	B.S. Civil Engineering, Brigham Young University, (2012) M.S. Civil Engineering, Brigham Young University, (2013)
Licenses/ Registrations	Professional Engineer – Utah # 10255283-2202

Kelvin is our resident expert in system modeling, drainage engineering, GIS analysis, and planning, and he routinely contributes to design and project management. Kelvin brings experience and depth to the team having completed numerous stormwater designs and master plans. Kelvin offers in-depth experience with various modeling software (InfoWater, H2OMAP Sewer, InfoSWMM, ArcMap, ArcGIS Online, QGIS, WMS, HEC-HMS, HEC-RAS).

Work Experience

Name	Pecan Valley Regional Detention Basin
Responsibility	Hydraulic Engineer
Start Date	2020

Kelvin was the Hydraulic Engineer and conducted the modeling and design for a regional storm drain system for then coordinated the design through several residential subdivisions. This included hydrology modeling combined with hydraulic modeling to size and design the storm drain inlets, conveyance pipes, and detention basin. The system allowed for offsite pass-through flows and outfall through yet another subdivision to the Virgin River according to the Hurricane City, Utah Stormwater Master Plan.

Name	Washington City Stormwater IFFPA
Responsibility	Modeling Lead
Start Date	2020

Kelvin was the Lead Modeler and main writer for the current Stormwater Impact Fee Facilities Plan under the direction of the Project Engineer. This included delineating each subdivision with a detention basin, plus all other areas within City limits, imported GIS data of the storm drain system into the hydraulic model, and evaluating the entire public utility system. The final model included about 2,000 model elements and proposed improvements. The report evaluated and provided a preliminary cost estimate for each proposed project and calculated the maximum allowable impact fee based on proposed cost estimates and potential developable area within City limits.

Name	River Road; Riverside Drive to 1450 South, St. George
Responsibility	Hydraulic Engineer
Start Date	2019

Kelvin was the Hydraulic Engineer and conducted the Bridge Scour Analysis using a HEC-RAS model of the Virgin River in the area of impact of the proposed bridge widening project. The project design was completed to increase the level of service and capacity along River Road between Riverside Drive and 1450 South in St. George while accommodating the improving active transportation. River Road Bridge crossing the Virgin River was widened to accommodate 2 additional lanes for automobile traffic. Reconstruction of curb, gutter, sidewalk and pedestrian access to accommodate the corridor widening.

Name	Kanab City Storm Drainage Impact Fee Facilities Plan and Analysis, Kanab, UT
Responsibility	Modeling Lead
Start Date	2018

Kelvin provided GIS and modeling services as part of this update to the Storm Drainage System plan and Impact Fee update for Kanab City. This included evaluating the existing storm drain system for storage basin performance, pipe network capacity, and flooding potential of high risk areas. He recommended improvements based on the analysis to mitigate past and future flooding events. He also drafted the Impact Fee Facilities Plan in accordance to State regulations.

APPENDIX B

INSURANCE





CIVIENG-01

AGALLAHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2021

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

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

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Ashley Gallaher	
	PHONE (A/C, No, Ext): (801) 364-3434 645 FAX (A/C, No): (801) 355-5234	
	E-MAIL ADDRESS: Ashley.Gallaher@american-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Prop Cas Co of America	25674
INSURED Civil Science Infrastructure, Inc. 3160 West Clubhouse Drive Lehi, UT 84043	INSURER B : Travelers Ind Co of America	25666
	INSURER C : XL Specialty Insurance Company	37885
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6809H706597	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA7R512763	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP6396Y124	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB8K599270	5/1/2021	5/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			DPR9977434	5/1/2021	5/1/2022	Claims Made Cov \$ 5,000,000
C	Retro Date 05/01/02			DPR9977434	5/1/2021	5/1/2022	Aggregate \$ 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

"Proof of Insurance"

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

AUTHORIZED REPRESENTATIVE

March 28, 2022

Chris Trusty, P.E.
Eagle Mountain City
2545 N. Pony Express Parkway (physical address)
1650 E. Stage Coach Run (mailing address)
Eagle Mountain, Utah 84005

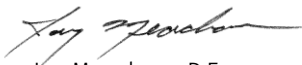
RE: FEE Proposal – EAGLE MOUNTAIN MID VALLEY ROAD EXTENSION DESIGN AND CONSTRUCTION ASSISTANCE

Attached please find the separate fee proposal for the Eagle Mountain Mid Valley Road Extension Project.

Civil Science is submitting the following fee proposal for the project, with our estimate of time to be spent by respective positions for each phase of the work. The fee proposal details the hourly billing rate for each position and provides an estimate of reimbursable expenses to be included in the project. This proposed fee will serve as a not to exceed fee amount.

All work performed under this contract will take place under the direction of Jay Meacham, PE, and Jay will also be the Civil Science primary point of contact. He can be reached at 801-768-7200 ext. 133, on his cell at 801-367-4257, or via email at jmeacham@civilscience.com. We respectfully submit this proposal and look forward to working with you.

Sincerely,



Jay Meacham, P.E.
Project Manager



Andrew Kitchen, P.E.
Vice President/Principal-In-Charge

3160 W. Clubhouse Drive, Ste. A

Lehi, UT 84043

P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150

St. George, UT 84770

P | (435) 986-0100

405 Main Street, Ste. 975

Salt Lake City, UT 84111

P | (801) 768-7200



COST PROPOSAL

Eagle Mountain Mid Valley Rd -Sheps Ridge Road to Eagle Mountain Boulevard

March 28, 2022

		PRINCIPAL		PROJ. ENG. (PM)		DES. ENGINEER		ENGINEER II		TECHNICIAN II		SURVEY V		SURVEY III		SURVEY CREW		ADMIN		ACTIVITY TOTAL HOURS	ACTIVITY TOTAL COST
		\$199.00		\$159.00		\$149.00		\$118.00		\$99.00		\$152.00		\$122.00		\$125.00		\$125.00			
	TASK DESCRIPTION	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
TASK 001 -EXISTING CONDITIONS				5	\$795.00	15	\$2,235.00			8	\$792.00	8	\$1,216.00	24	\$2,928.00	21	\$2,625.00			81	\$10,591.00
	Meeting - Kickoff and Pre-design Coordination			2	\$318.00	4	\$596.00													6	\$914.00
	Topographic Survey			1	\$159.00	2	\$298.00					4	\$608.00	20	\$2,440.00	16	\$2,000.00			43	\$5,505.00
	Drone Flight													4	\$488.00	5	\$625.00			9	\$1,113.00
	Right-of-Way research and Mapping					4	\$596.00			8	\$792.00	4	\$608.00							16	\$1,996.00
	Drainage & Transportation Master Plan review			2	\$318.00	5	\$745.00													7	\$1,063.00
TASK 002 - ROADWAY LAYOUT AND CONCEPTUAL DESIGN		2	\$398.00	22	\$3,498.00	48	\$7,152.00	100	\$11,800.00	56	\$5,544.00									228	\$28,392.00
	Centerline Alignment & Horizontal Layout with Concept Plan	2	\$398.00	4	\$636.00	12	\$1,788.00	20	\$2,360.00	32	\$3,168.00									70	\$8,350.00
	Identify Existing Utilities within Corridor			2	\$318.00	4	\$596.00	6	\$708.00											12	\$1,622.00
	Onsite Drainage Channels and Culverts - Hydraulics			2	\$318.00	8	\$1,192.00	36	\$4,248.00											46	\$5,758.00
	Localized Detention Basin Design (3)			6	\$954.00	8	\$1,192.00	32	\$3,776.00	24	\$2,376.00									70	\$8,298.00
	Drainage Report			8	\$1,272.00	16	\$2,384.00	6	\$708.00											30	\$4,364.00
TASK 003 - PRELIMINARY DESIGN PLAN AND PROFILE - 75%		2	\$398.00	16	\$2,544.00	32	\$4,768.00	76	\$8,968.00	146	\$14,454.00									272	\$31,132.00
	Roadway Design/Model - P&P Plans (12 sheets @ 40 Scale)	2	\$398.00	8	\$1,272.00	20	\$2,980.00	42	\$4,956.00	48	\$4,752.00									120	\$14,358.00
	Drainage Plan (10 Sheets)			3	\$477.00	4	\$596.00	16	\$1,888.00	40	\$3,960.00									63	\$6,921.00
	Signing & Striping Plans (4 sheets @ 60 Scale)			1	\$159.00	2	\$298.00	4	\$472.00	16	\$1,584.00									23	\$2,513.00
	Cover, Notes, Details, Typical Sections, Survey Control (10 shts)			1	\$159.00	2	\$298.00	4	\$472.00	20	\$1,980.00									27	\$2,909.00
	Erosion Control Plan (4 sheets @ 60 Scale)			1	\$159.00	2	\$298.00	4	\$472.00	16	\$1,584.00									23	\$2,513.00
	Quantities/Estimate			2	\$318.00	2	\$298.00	6	\$708.00	6	\$594.00									16	\$1,918.00
TASK 004 - PROPERTY ACQUISITION				4	\$636.00	8	\$1,192.00			20	\$1,980.00	4	\$608.00	14	\$1,708.00					50	\$6,124.00
	Descriptions (3)			0.5	\$79.50	1	\$149.00			10	\$990.00	2	\$304.00	8	\$976.00					22	\$2,498.50
	Exhibits (3)			0.5	\$79.50	1	\$149.00			10	\$990.00	2	\$304.00	6	\$732.00					20	\$2,254.50
	City Support			3	\$477.00	6	\$894.00													9	\$1,371.00
TASK 005 - STAFF REVIEW		2	\$398.00	6	\$954.00	12	\$1,788.00	8	\$944.00	8	\$792.00							2	\$250.00	38	\$5,126.00
	Meetings with staff to review progress (3 meetings)	2	\$398.00	6	\$954.00	12	\$1,788.00	8	\$944.00	8	\$792.00							2	\$250.00	38	\$5,126.00
TASK 005 - FINAL DESIGN		2	\$398.00	20	\$3,180.00	38	\$5,662.00	78	\$9,204.00	122	\$12,078.00	1	\$152.00							261	\$30,674.00
	Incorporate Comments			4	\$636.00	6	\$894.00	12	\$1,416.00	24	\$2,376.00									46	\$5,322.00
	Roadway Design/Model - P&P Plans (12 sheets @ 40 Scale)	2	\$398.00	8	\$1,272.00	16	\$2,384.00	32	\$3,776.00	32	\$3,168.00									90	\$10,998.00
	Drainage Plan (10 Sheets)			4	\$636.00	4	\$596.00	12	\$1,416.00	30	\$2,970.00									50	\$5,618.00
	Signing & Striping Plans (4 sheets @ 60 Scale)			1	\$159.00	2	\$298.00	4	\$472.00	10	\$990.00									17	\$1,919.00
	Cover, Notes, Details, Typical Sections, Survey Control (10 sheets)			1	\$159.00	2	\$298.00	2	\$236.00	10	\$990.00	1	\$152.00							16	\$1,835.00
	Erosion Control Plan (4 sheets @ 60 Scale)			1	\$159.00	2	\$298.00	2	\$236.00	10	\$990.00									15	\$1,683.00
	Specifications					4	\$596.00	8	\$944.00											12	\$1,540.00
	Quantities/Estimate			1	\$159.00	2	\$298.00	6	\$708.00	6	\$594.00									15	\$1,759.00
TASK 007 - CONTRACT ADMINISTRATION AND CONSTRUCTION MANAGEMENT				20	\$3,180.00	48	\$7,152.00	9	\$1,062.00									12	\$1,500.00	89	\$12,894.00
	Bid Opening, Bid Tab, Recommendations			2	\$318.00	4	\$596.00	4	\$472.00											10	\$1,386.00
	Preconstruction Meeting			3	\$477.00	3	\$447.00													6	\$924.00
	RFI Review (up to 5)			3	\$477.00	5	\$745.00	5	\$590.00											13	\$1,812.00
	Construction Coordination Meeting (bi-weekly for 6 months = 12)			4	\$636.00	24	\$3,576.00											12	\$1,500.00	40	\$5,712.00
	Review and Recommend Construction Submittals (up to 3)			2	\$318.00	6	\$894.00													8	\$1,212.00
	Review and Recommend Construction Pay Requests (up to 6)			6	\$954.00	6	\$894.00													12	\$1,848.00
TOTAL COST (NOT TO EXCEED)		8	\$1,592.00	93	\$14,787.00	201	\$29,949.00	271	\$31,978.00	360	\$35,640.00	13	\$1,976.00	38	\$4,636.00	21	\$2,625.00	14	\$1,750.00	1,019	\$124,933.00

TOTAL AMOUNT:

\$124,933.00

EXISTING CONDITIONS, ROADWAY LAYOUT AND CONCEPTUAL DESIGN

Our Kickoff Meeting is key to getting the project framed and started in a productive way. Collecting base file data and supporting information is key to that success. Initial collection will include topography and mapping along with a drone flight to collect high-quality aerial photography. The site survey will include a 150-foot-wide corridor width. Property lines will be added to the base mapping. With the topography and mapping, the centerline alignment will be established.

ROADWAY AND STORM DRAIN DESIGN

The roadway design submittals will consist of 75% and 100% milestone submittals. We would recommend frequent informal progress meetings during the design phase to keep city engineering staff informed of project progress and to adjust direction if needed. Each formal submittal will address: roadway design, drainage design, signing and striping plans, and quantities/estimate. The storm drainage design will including a functioning system that will intercept 100-year offsite flows and convey them into detention basins and pass the flows through the roadway with an historical release. Civil Science will work with engineering staff to determine the extent and quantities of the drainage system so that material can be ordered early enough to meet the construction schedule. Signing and striping plans will be developed by our experienced signing and striping specialist, Mark Brailsford.

CONTRACT ADMINISTRATION AND CONSTRUCTION MANAGEMENT

Justin Jones (Design Lead) or Jay Meacham (Project Manager) will make themselves available to assist the city during the bidding and construction management phase of the project. These efforts will include the following:

- Assist the city with RFIs during solicitation phase
- Assist the city in reviewing bids, preparing bid Tab and recommendations
- Assist the city in reviewing materials submittals and pay requests
- Attend progress meetings bi-weekly for six months during construction

- ASSUMPTIONS:**
- No new Utility Design
 - Existing utility identification via mapping requests and above surface observation only
 - No Lighting Design
 - No SUE investigation
 - No Geotechnical Evaluation
 - No Landscape Design
 - No Traffic Analysis or Study



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pumps - Nickerson Inc		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$76,814		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends that the City Council award a bid to Nickerson Inc., for the Well #7 Booster Pump & the Cory Wride Memorial Park Reuse Pumps and authorize the Mayor to sign the contract.

BACKGROUND:

In order to mitigate extensive lead time for material items, Eagle Mountain has solicited proposals for materials purchase for the Well #7 Booster Pump and the Corey Wride reuse pump station. The City issued two separate proposals, one for pumps and one for the electrical needs including the VFD and transformers.

The City received two proposals, one from Nickerson for \$76,814 and the second from Delco Western for \$123,150. The recommendation is to award the purchase to Nickerson.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

Goods and Services Contract

Bid Schedule - Nickerson Company Inc.

Pump Specifications

Jones and DeMille Material Recommendation Letter

EAGLE MOUNTAIN CITY
CONTRACT FOR GOODS AND SERVICES

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

Nickerson Company _____
Name
2301 W Indiana Ave _____
Address
SLC, Ut 84104 _____
City, State ZIP

LEGAL STATUS OF CONTRACTOR
Sole Proprietor
Non-profit Corporation
For-profit Corporation
Partnership
Government Agency

Contact Name: Dean Larson _____ Phone Number: 801-973-8888 _____

Email: rdean@nicopumps.com _____ Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT:** End suction horizonatal pumps and motors for well#7 and Corey Wride Park booster pumps _____

3. **CONTRACT PERIOD:**

Effective Date: April 5, 2022 _____

Project Completion Deadline (Contractor will complete the Scope of Work on or before): July 1, 2022 _____

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract: October 31, 2022 _____

Renewal Options (if applicable): _____

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

a. Total Contract Cost: \$76,814.00 _____

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

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

**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: _____

BID FORM FOR PROCUREMENT CONTRACT

PROJECT: PONY EXPRESS & CORY WRIDE BOOSTER PUMP PROJECTS – PUMP AND MOTOR PROCUREMENT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

Eagle Mountain City, 2565 Pony Express Parkway, Eagle Mountain, Utah 84005.

Or

Submitted online on Utah Public Procurement Place (<https://bids.scquest.com>)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 *Unit Price Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Unit Price(s):

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	End Suction Horizontal Pumps and Motors	Each	2	\$16,175.00	\$32,350.00
1-2	Irrigation Packaged Pump System	L.S.	1	\$44,464.00	\$44,464.00
Total Bid Price					\$76,814.00

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Procurement Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 3—

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
- A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - B. Equipment Data Sheets.
 - C. Required Bidder Qualification Statement with supporting data.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
N/A	N/A

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
- A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 *Bidder's Certifications*

A. Bidder certifies that:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

(Remainder of page intentionally left blank.)

This Bid is offered by:

Bidder:

Nickerson Company, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

March 29, 2022

(date signed)

Name:

Richard Nickerson

(typed or printed)

Title:

President

(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Inside Sales

(typed or printed)

Address for giving notices:

Nickerson Company, Inc.

2301 W. Indiana Ave.

Salt Lake City, UT 84104

Designated Representative:

Name:

Dean Larson

(typed or printed)

Title:

Inside Sales

(typed or printed)

Address:

2301 W. Indiana Ave.

Salt Lake City, UT 84104

Phone:

801-973-8888

Email:

rdean@nicopumps.com

License No.:

914

Classification:

Pump Installers License

Limitation:

None

Item number	: 001	Size	: 3801 - 8x10x13.5
Service	:	Stages	: 1
Quantity	: 2	Based on curve number	: 3800_8x10x13.5_1800
Quote number	: Eagle Mountain City	Basic model number	: 8x10x13.5 3800 1800-CL
		Date last saved	: 24 Mar 2022 11:52 AM

Operating Conditions

Flow, rated	: 3,000.0 USgpm
Differential head / pressure, rated (requested)	: 72.00 ft
Differential head / pressure, rated (actual)	: 72.26 ft
Suction pressure, rated / max	: 0.00 / 0.00 psi.g
NPSH available, rated	: Ample
Site Supply Frequency	: 60 Hz

Performance

Speed criteria	: Synchronous
Speed, rated	: 1800 rpm
Impeller diameter, rated	: 10.50 in
Impeller diameter, maximum	: 13.50 in
Impeller diameter, minimum	: 10.00 in
Efficiency	: 78.03 %
PEI (CL)	: 0.91
NPSH required / margin required	: 14.14 / 0.00 ft
nq (imp. eye flow) / S (imp. eye flow)	: 45 / 246 Metric units
Minimum Continuous Stable Flow	: 1,176.7 USgpm
Head, maximum, rated diameter	: 106.3 ft
Head rise to shutoff	: 46.67 %
Flow, best eff. point	: 2,588.0 USgpm
Flow ratio, rated / BEP	: 115.92 %
Diameter ratio (rated / max)	: 77.78 %
Head ratio (rated dia / max dia)	: 42.34 %
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00
Selection status	: Acceptable

Liquid

Liquid type	: Water
Additional liquid description	:
Solids diameter, max	: 0.00 in
Solids diameter limit	: 0.34 in
Solids concentration, by volume	: 0.00 %
Temperature, max	: 68.00 deg F
Fluid density, rated / max	: 1.000 / 1.000 SG
Viscosity, rated	: 1.00 cP
Vapor pressure, rated	: 0.34 psi.a

Material

Material selected	: Standard
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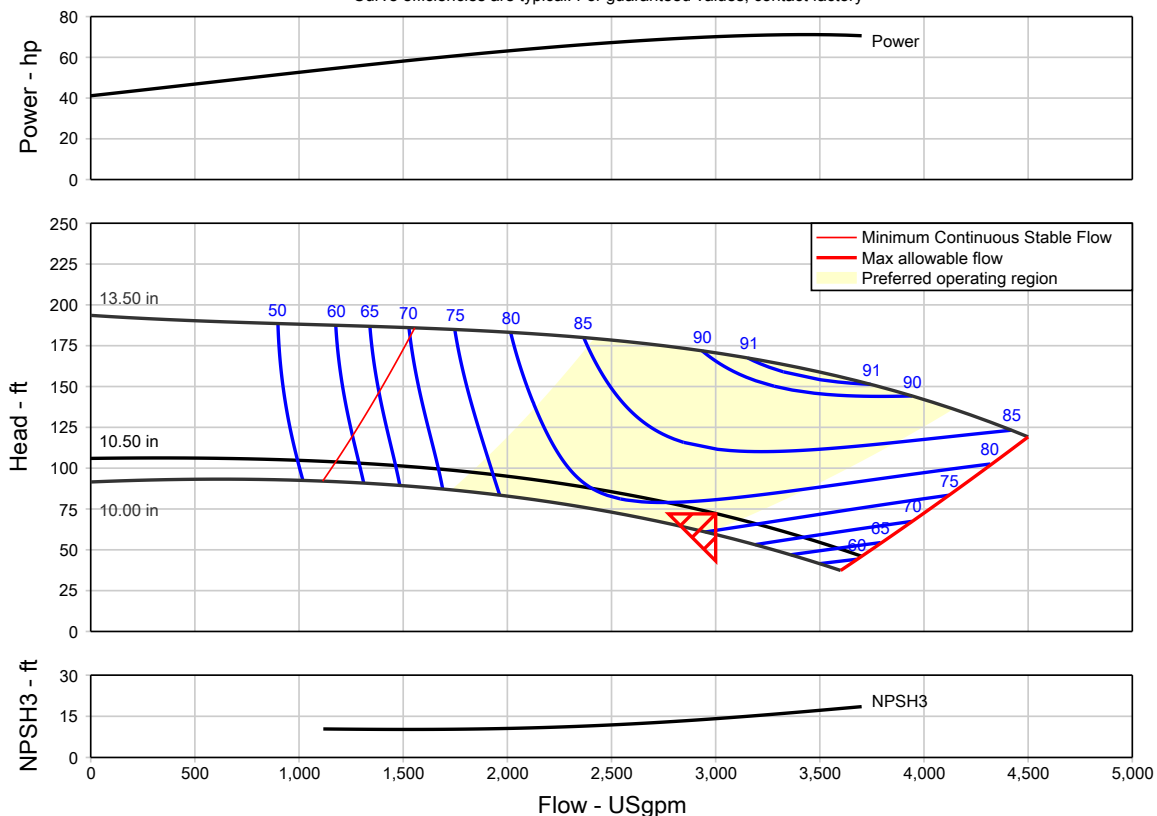
Pressure Data

Maximum working pressure	: 45.99 psi.g
Maximum allowable working pressure	: 175.0 psi.g
Maximum allowable suction pressure	: 175.0 psi.g
Hydrostatic test pressure	: 125.0 psi.g

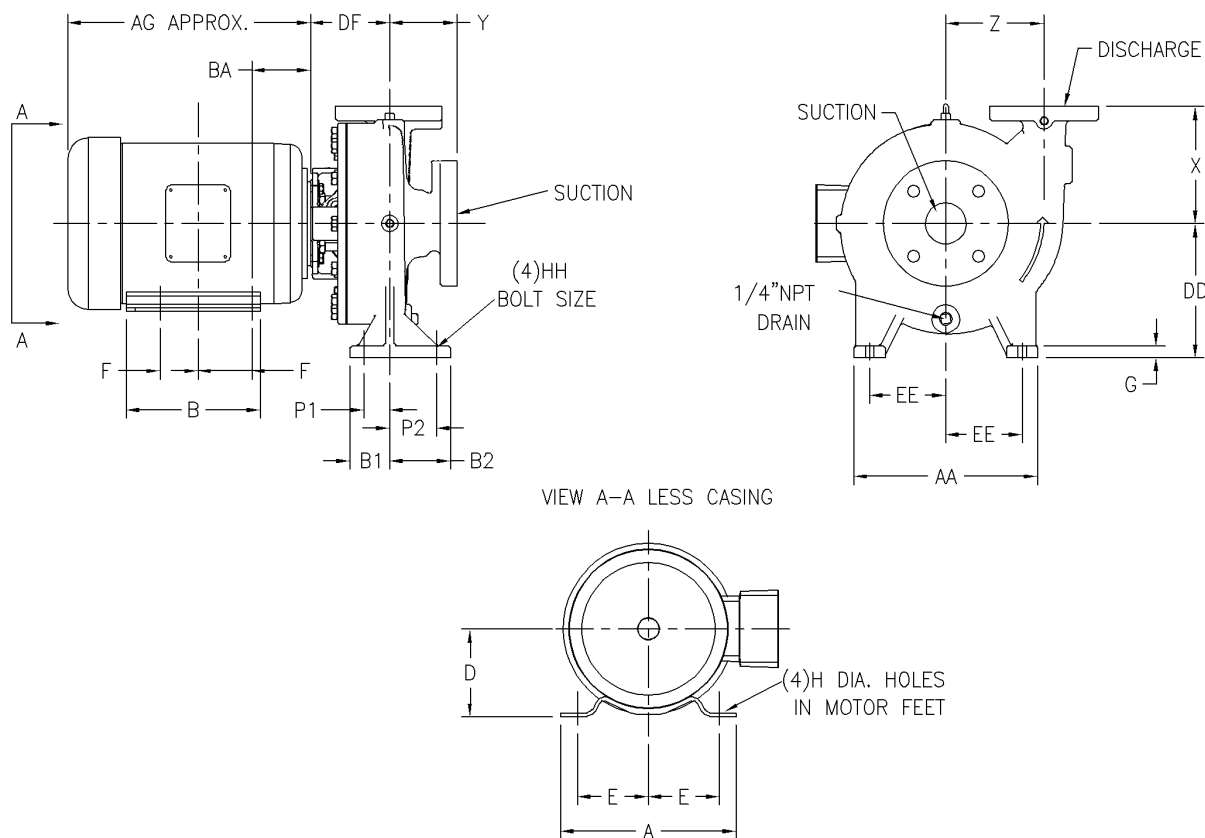
Driver & Power Data (@Max density)

Driver sizing specification	: Max Power
Margin over specification	: 0.00 %
Service factor	: 1.00
Power, hydraulic	: 54.73 hp
Power, rated	: 70.14 hp
Power, maximum, rated diameter	: 71.16 hp
Minimum recommended motor rating	: 75.00 hp / 55.93 kW

Curve efficiencies are typical. For guaranteed values, contact factory



General Arrangement Drawing



X	Y	Z	P1	P2	B1	B2	G	DD	DF	HH (Size)	EE	AA	AG	A	D	E	F	H	BA
14.00	8.00	11.00	4.50	4.50	5.50	5.50	1.00	15.00	9.25	0.63	10.50	23.00	24.00	18.00	9.00	7.00	6.13	0.66	5.88

NOTES:

All dimensions are in inches.

Dimensions shown may vary $\pm 3/8"$ (10mm) due to normal manufacturing tolerances.

Bases are designed to be completely filled with grout.

Conduit box is shown in approximate location. Dimensions are not specified as they vary with each motor manufacturer.

Dimension BA is a pump dimension from the bracket register to the front set of motor mounting holes.

This dimension is equal to the motor manufacturers dimensions BA+BC. Reference individual motor dimension page for specific motor dimensions.

Pump Data

Series	3800	Discharge Size	8.00 in
Model	3801	Suction Size	10.00 in
Size	8x10x13.5	Casing Size	13.50 in
Flow	3,000.0 USgpm	Pressure Rating	175.0 psi
Head	72.00 ft	Temperature Rating	68.00 deg F
RPM	1800 RPM	Connection Suc/Dis	Flanged 125#/125#
Rotation	Right	Base Type	No Base
Pump Paint	Standard blue paint	Coupling Type	None
Liquid Type	Water		

Motor Data

Power	75.00 hp	-	-
Phase	3	Efficiency (%)	95.00 %
Frequency	60 Hz	Efficiency Rating	premium
Volts	230/460	Enclosure	All
RPM	1800	Manufacturer	US Motors
Frame	365TCZ		

Pump Materials of Construction

Pump Material	Stainless steel	Power Frame Body	Cast Iron ASTM A48
Casing	Ductile Iron ASTM A536	Sealing	Type 21
-	Stainless steel, 316	Seal Material	Carbon Ceramic
Shaft	Steel, AISI C1045	Case Wearing Ring	None
Shaft Sleeve	Stainless steel, AISI 316	Casing "O" Ring	-
Motor Bracket	Cast iron, ASTM A48	Impeller Wear Ring	-
Seal Plate	Cast Iron ASTM A48	Flushing Lines	None

Estimated Weights

Pump	1,238.0 lb
Driver	1,440.0 lb
Total	2,758.0 lb

Additional Options

NSF Standard

NSF 372 Standard

-

-

-

-

-

-

-

Quote Information

Customer	NICKERSON COMPANY, INC. - UT (Aurora)
Customer Quote #	1630522
Job Name	Eagle Mountain City
Market	Municipal

03SH08J30T3F2

Technical data

Company Name
Contact
Phone number
E-Mail address

Operating data

1	Pumpe type	Single head pump	Fluid	Water
2	No. of pumps	1	Operating temperature t A °F	39.2
3	Nominal flow US g.p.m.	700.1	pH-value at t A	7
4	Nominal head ft	115	Density at t A lb/ft³	62.4
5	Static head ft	0	Kin. viscosity at t A ft²/s	1.689E-5
6	Inlet pressure psi	0	Vapor pressure at t A psi	14.5
7	Environmental temperature °F	68	Content of solid% Solid size inch	0 0
8	Available system NPSH ft	0	Altitude ft	0

Pump data

9	Design	Highly efficient stainless steel end suction pumps		
10	Execution	Rotation: 12 oClock [STD]		
11	Operating speed rpm	3500	Impeller Ø	Max. inch 9 1/16
12	Group	M		designed inch 6 1/2
13	Suction flange	NPS 4 / CL150 / ASME B16.5 (e-SH)		Min. inch 5 1/2
14	Discharge flange	NPS 3 / CL150 / ASME B16.5 (e-SH)	Flow	Nominal US g.p.m. 700.6
15	Max. casing pressure psi			Max- US g.p.m. 950
16	Max. working pressure psi	69.8		Min- US g.p.m. 200
17	Impeller type	Radial impeller	Head	Nominal ft 115.2
18	Head H(Q=0) ft	160		at Qmax ft 77.1
19	Max. shaft power hp	27.6		at Qmin ft 161.3
20	Pump weight lb	136.0	Shaft power hp	27.5
21	Total weight lb	On demand	Efficiency %	74.25
			NPSH 3% ft	12.4

Materials

22	Pump		Shaft Seal	
23	Casing	Stainless steel 316L	John Crane	Elastomer Bellows Shaft Seal
24	Impeller	Stainless steel CF8M	Type 21	
25	Wear Ring	Stainless steel 316L	Seal faces	Carbon [STD]
26	Adapter	Gray cast iron class 20B	Stationary ring	Silicon Carbide
27	Ball bearing (outboard)	Steel	Elastomers	FKM
28	Pump shaft	Steel grade 1213	Springs	Stainless steel CF8M (316)
29	Deflector	Buna-N	Other metal parts	Stainless steel CF8M (316)
30	Shaft Sleeve	Stainless steel CF8M (316)		
31	Bearing Cover	Gray cast iron class 20B		
32	Ball bearing (inboard)	Steel		
33	Impeller Key	Steel		
34	Seal Housing	Stainless steel 316L		
35	Impeller Washer	Stainless steel CF8M		
36	Bearing Frame	Gray cast iron class 20B		
37	Lip Seal	Steel/Buna-N		
38	V-Ring	Not available		
39	Casing bolt with nut (casing to adapter)	Stainless Steel		
40	Retaining ring	Steel		
41				

Motor data

42	Manufacturer	Baldor		
43	Specific design	NEMA 3 ph TEPE [STD]		
44	Type	Frame 286JM - 30 hp		
45	Rated power	30 hp	Item no.	
46	Nominal speed	3600 rpm	Service factor	1.15
47	Frame size	286JM	Electric voltage	460 V
48	Weight lb	406.0		

Base plate

49	Name		Remarks
50	Weight lb		

Project	Project ID	Created by	Created on	Last update
			02-17-22	02-17-22

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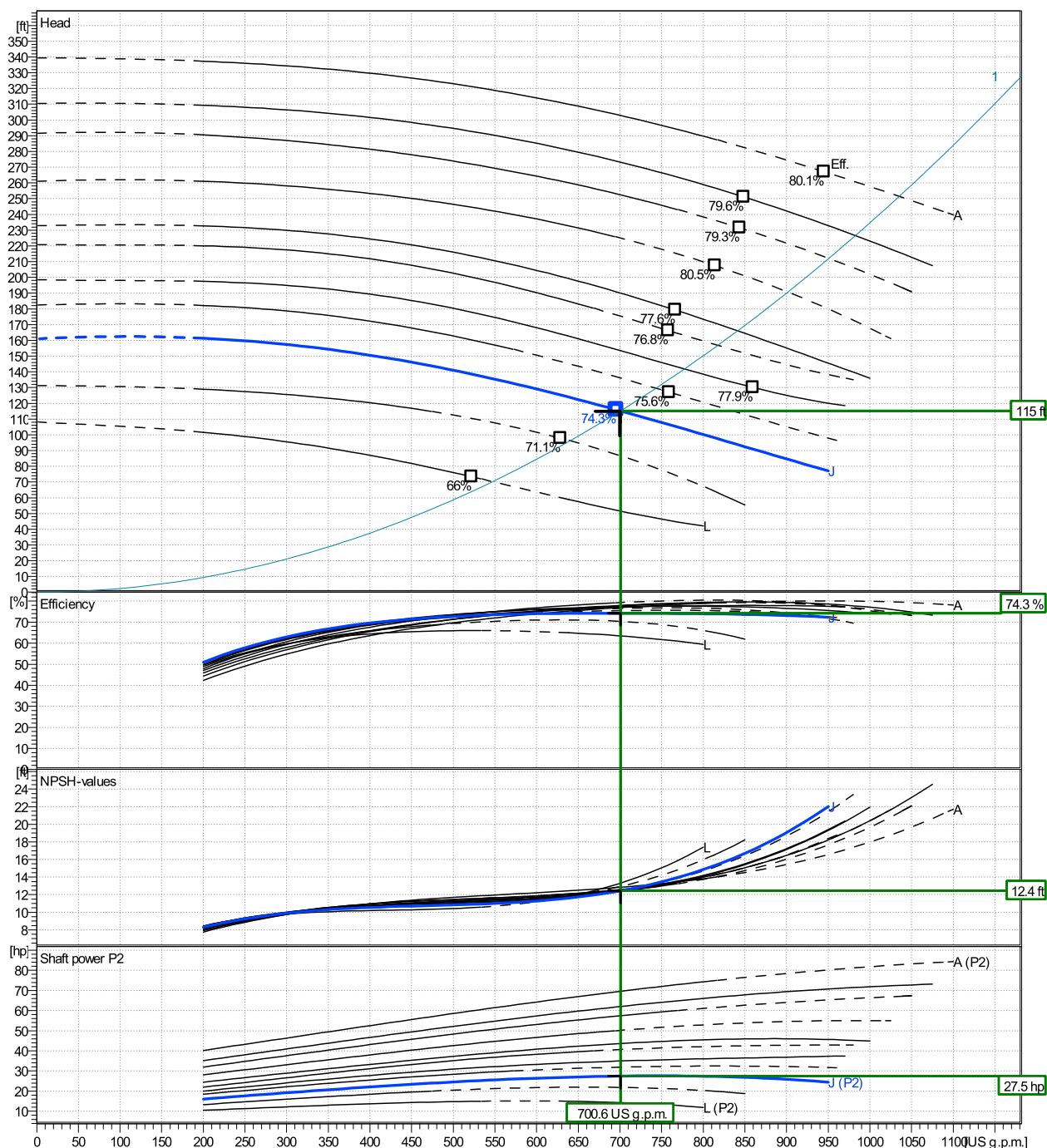
Performance Curve

Company Name
Contact
Phone number
E-Mail address

	Ø inch	Delivered Flow Application Range			Lift Capability		Shaft Power P2			Frequency	Hz
		Min. US g.p.m.	Max. US g.p.m.	η Max. US g.p.m.	H(Q=0) ft	η Max. ft	P2(Q=0) hp	Max. hp	η Max. hp	Operating speed	rpm
Is	6.500	200	950	696	161	116		27.6	27.4	Nominal flow	US g.p.m.
Min.	5.500	/	/	522	108	73.4	/	/	14.9	Nominal head	ft
Max.	9.062	/	/	945	339	267	/	/	80	Inlet pressure	psi
										Static head	ft

Power data referred to:

Water [100%] ; 39.2°F; 62.4lb/ft³; 1.69E-5ft²/s



Project

Project ID

Created by

Created on
02-17-22

Last update
02-17-22

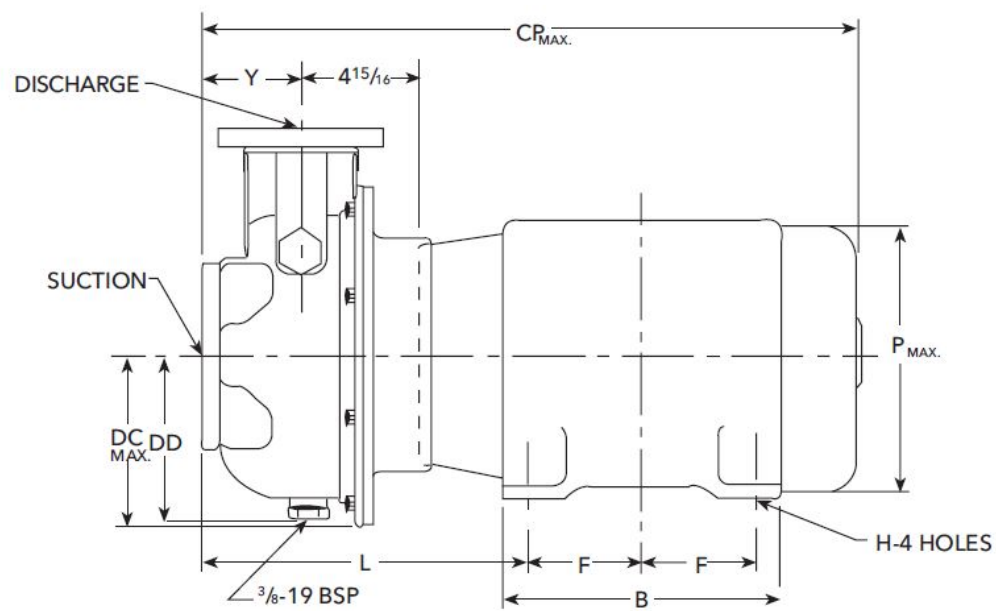
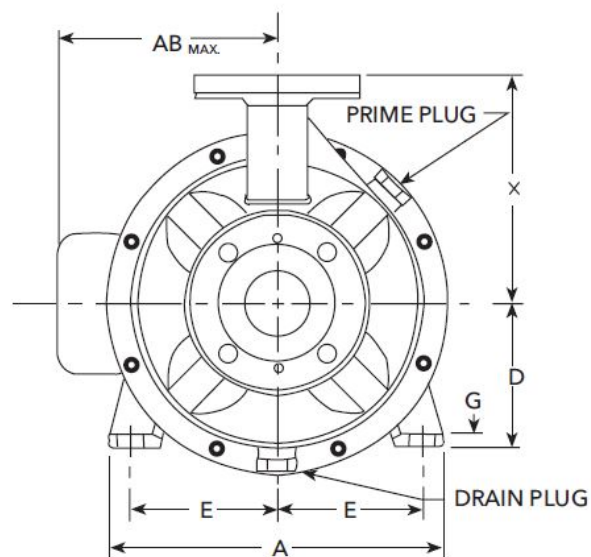
Page:

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Dimensions

Company Name
Contact
Phone number
E-Mail address

Close coupled
Rotation: 12 oClock [STD]
NEMA 3 ph TEPE [STD]Frame 286JM - 30 hp

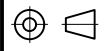


Dimensions		[inch]	
A	12 ³ / ₄		
ABmax	13 ¹ / ₈		
B	12 ¹³ / ₁₆		
CPmax	33 ¹³ / ₁₆		
D	7		
DCmax	6 ⁷ / ₈		
DD	6 ⁵ / ₈		
E	5 ¹ / ₂		
F	5 ¹ / ₂		
G	¹ / ₄		
H	¹ / ₂		
L	14 ¹ / ₂		
Pmax	14 ³ / ₄		
X	10		
Y	5		

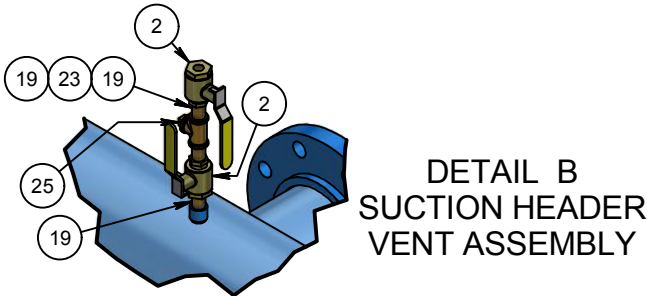
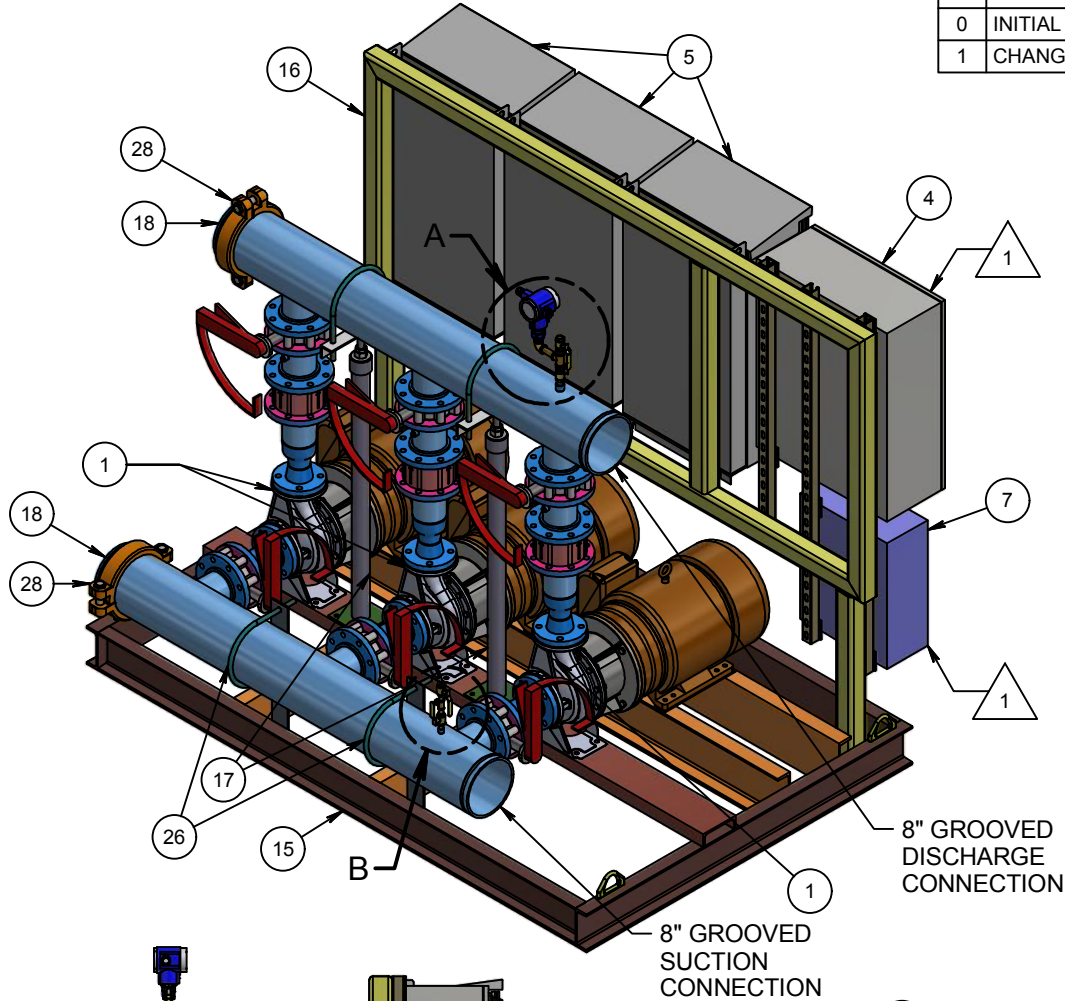
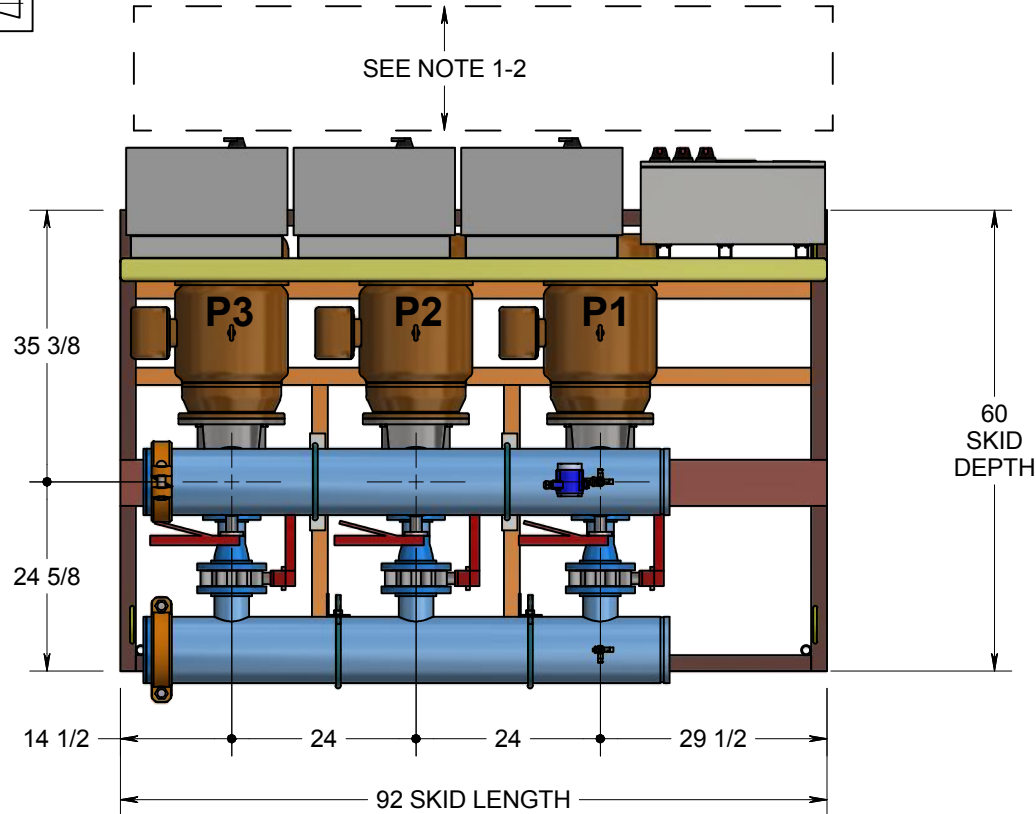
Connections	
Suction flange	Discharge flange
NPS 4	NPS 3
CL 150	CL 150
ASME B16.5 (e-SH)	ASME B16.5 (e-SH)
Weight (+/- 5%)	
Pump	136 lb
Base plate	
Motor	406 lb
Total weight	On demand lb

Dimensions and weight without obligation

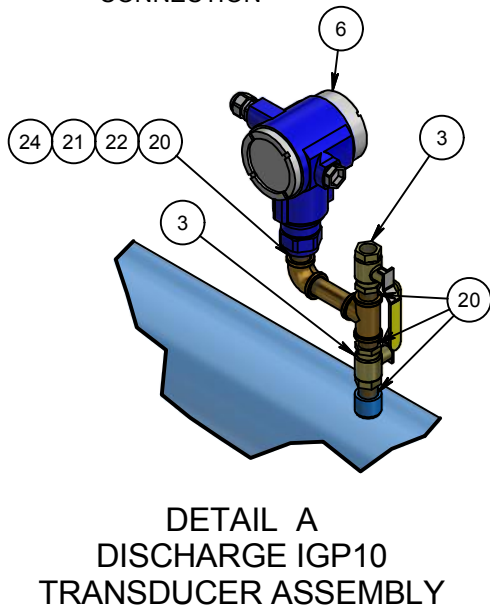
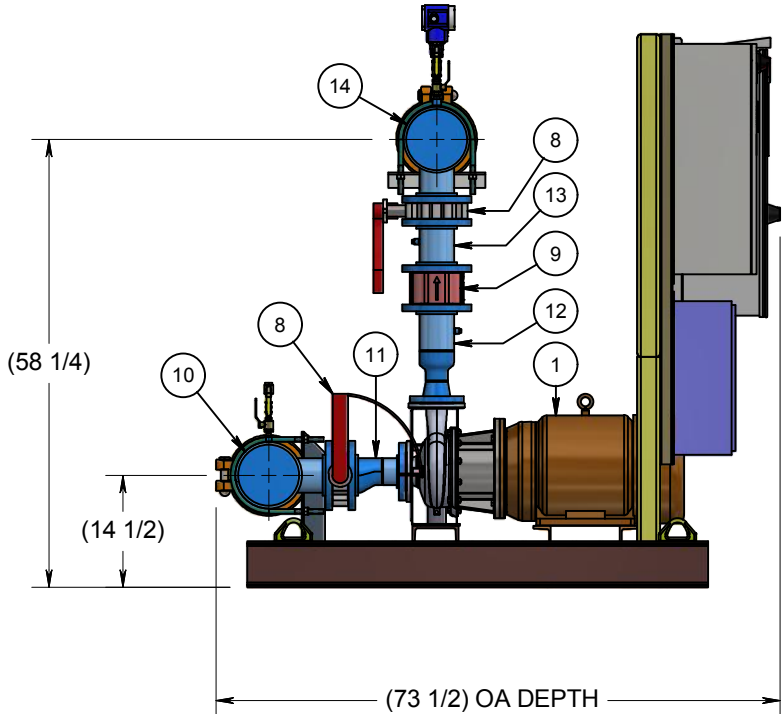
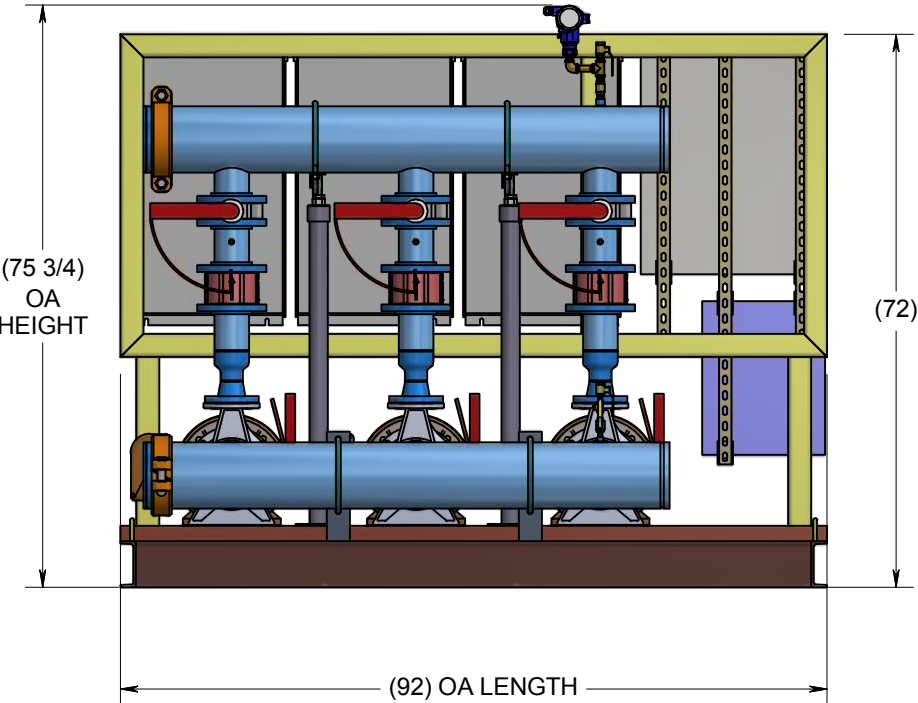
Project	Project ID	Created by	Created on 02-17-22	Last update 02-17-22
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REV	DESCRIPTION	DATE	APPROVED	PAGE(S)
0	INITIAL RELEASE	11/28/2018	E. KUREK	
1	CHANGED SIZE OF CONTROL PANEL AND LUG PANEL.	4/30/2019	E. KUREK	1,3



28	2	COUPLING, RIGID, ANVIL 7401, 8"	836-0390013571
27	12	GASKET MATERIAL, NSF-61	965-NSF61
26	2	ASSEMBLY, SUPPORT PIPE SIDE -8"	ASM-PS-R-NI-8
25	7	PLUG, BRS - 1/4"	924-002500
24	1	TEE, THRD, BRS, STD - 1/2"	695-0005000
23	1	TEE, THRD, BRS, STD - 1/4"	695-0002500
22	1	ELBOW, THRD, BRS, STD - 1/2"	693-0005000
21	1	NIPPLE, BRS, 1/2" X 3"	776-00500300
20	4	NIPPLE, BRS, 1/2" X 1 1/2"	776-00500150
19	3	NIPPLE, BRS, 1/4" X 1-1/2"	776-00250150
18	2	CAP, 304SS, 8"GRV	A02-10
17	2	ASSEMBLY, ADJUSTABLE SUPPORT 8" (SUCTION/DISCHARGE)	ST-01
16	1	ASSEMBLY, PANEL STAND	PS-01
15	1	ASSEMBLY, SKID 92" x 60" (BASE)	SK-01
14	1	ASSEMBLY, MANIFOLD, 8" x 4" (DISCHARGE)	SP-05
13	3	ASSEMBLY, SPOOL, 4" (DISCHARGE)	SP-04
12	3	ASSEMBLY, REDUCER, CON, 4"x2 1/2" (DISCHARGE)	SP-03
11	3	ASSEMBLY, REDUCER, ECC, 4"x3" (SUCTION)	SP-02
10	1	ASSEMBLY, MANIFOLD, 8" x 4" (SUCTION)	SP-01
9	3	VALVE, CHECK, VALMATIC, 1404A.1, LL BRASS TRIM, CLASS 125/250, 4"	827-1404A1
8	6	4" BRAY, 31H, LUG STYLE, BFV, LEVER HANDLE	824-31-0400
7	1	LUG PANEL 20 X 16 X 8	LUG PANEL
6	1	FOXBORO, GAUGE TRANS, 10-300PSI, 4-20Ma OUTPUT, 1/2" NPT	260-IGP10-A-20-D-1
5	3	ABB SERIES ACQ-550, NEMA 3R, VFD W/ PWM, 5% LINE REACTORS, OPERATOR INTERFACES AND THRU-DOOR CIRCUIT BREAKERS	ACQ550-PD-059 A-4+B058
4	1	30 x24 x10 NEMA 4/12 E-Series Enclosure w/HMI TOUCH SCREEN PAD	020-CR1-3003
3	2	VAL, BALL, FULL PORT, BRS, FBV-3C, THD-1/2" - LEAD-FREE	825-0555102
2	2	VAL, BALL, FULL PORT, BRS, FBV-3C, THD-1/4" - LEAD-FREE	825-0555100
1	3	PUMP, EBARA SERIES 3U, MODEL 3U-65-125 / 30HP@3600 RPM, 460/3/60, ODP PREMIUM EFFICIENT MOTOR (NSF-61 CERTIFIED)	872-3U6520030 ODP
SYM	QTY	DESCRIPTION	P/N
PARTS LIST			



- NOTES:
- 48" CLEARANCE (CLEAR TO GROUND) REQUIRED IN FRONT OF CONTROL PANELS PER 2011 NEC TABLE 110-26(A)(1) CONDITION 3; USER ASSUMES ALL RESPONSIBILITY FOR EVALUATION OF SITE CONDITIONS AND NEC CODE COMPLIANCE IF INSTALLING PER CONDITION 1 OR 2 CLEARANCES.
 - 30" CLEARANCE OR PANEL WIDTH MINIMUM REQUIRED FOR NEC CLEARANCE.
 - UNLESS OTHERWISE INDICATED, ALLOW 12" CLEARANCE AROUND SYSTEM FOR SERVICE.
 - HYDROSTATIC TEST TO 175 PSI FOR 1 HOURS.
 - NSF-61/372 COMPLIANT SYSTEM.
 - CONNECTION CENTERLINE DIMENSIONS ARE REFERENCE ONLY. AS-BUILT MEASUREMENTS TO BE PROVIDED PRIOR TO SHIPMENT OF STATION UPON REQUEST.
 - FILL AREA WITH CONCRETE OR GROUT.
 - STANDARD PERFORMANCE TEST.

STATION PERFORMANCE	
FLOW (GPM)	800
DISCHARGE PRESSURE (PSIG)	80
SUCTION PRESSURE MIN (PSIG)	2
SUCTION PRESSURE MAX (PSIG)	10
INCOMING POWER	460V/3Φ/60Hz

SYSTEM FINISH	
SPECIFICATION	SP-CS-001
COLOR	ORANGE

1. DIMENSIONING PER ASME Y14.5-2009.	THIS DOCUMENT CONTAINS INFORMATION THAT IS CONFIDENTIAL AND PROPRIETARY TO TIGERFLOW SYSTEMS, LLC. ("TIGERFLOW"). THIS DOCUMENT IS FURNISHED WITH THE UNDERSTANDING THAT THE DOCUMENT AND THE INFORMATION IT CONTAINS WILL NOT BE COPIED OR DISCLOSED TO OTHERS EXCEPT WITH THE WRITTEN CONSENT OF TIGERFLOW. WILL NOT BE USED EXCEPT FOR THE BENEFIT OF TIGERFLOW AND WILL BE RETURNED AND ALL FURTHER USE DISCONTINUED UPON REQUEST FROM TIGERFLOW.
2. DO NOT SCALE DRAWING.	
3. DO NOT USE FOR CONSTRUCTION PURPOSES UNLESS CERTIFIED.	
4. DIMENSIONS ARE IN INCHES	
(XX) INDICATES REFERENCE, NON-TOLERANCED DIMENSIONS	
FRACTIONAL DECIMAL	± 1/4" X ± .1 .XX ± .05



ENGR	E. KUREK	DATE	4/4/2019
CHK	D. CLARK	DATE	4/5/2019
DESCRIPTION			
LIBERTY HILL			
TESH-30EB-C-S6-CC-P-VFD			
PROJECT NUMBER	3300000004/510002180	PAGE	1 / 7
REV		REV	1



March 30, 2022

Subject: Pump Procurement for the Pony Express Booster pump Station and Cory Wride Pressurized Irrigation Booster Pump Station

Dear Chris Trusty,

We have completed our review of the bid information submitted for pump and motor procurement for the Pony Express Booster Station and the Cory Wride Pressurized Irrigation Booster Station. Two suppliers submitted bids.

- Nickerson Company, Inc
- Delco Western

After reviewing the provided bid information, the following information conclusions are being provided.

Bids Summary:

SUPPLIER	BID PRICE
Nickerson Company, Inc.	\$76, 814.00
Delco Western	\$123,150.00

- Nickerson Company, Inc. is the low bidder.
- A bid tab has been created summarizing the contractor submitted bid and is attached to the end of this letter.
- The bid schedule was reviewed for accuracy and has no errors.
- Nickerson is familiar to the City and has supplied pumps on multiple occasions.
- The materials proposed to be supplied by Nickerson meet the project criteria as specified.

It is our recommendation that Nickerson Company, Inc be awarded the contract for project for the total of \$76,814.00.

Please contact me if you have any additional questions.

Sincerely,

Ted Mickelsen, PE
Project Manager
JONES & DEMILLE ENGINEERING

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005



1-800-748-5275
www.jonesanddemille.com

Owner: Eagle Mountain City
Project: Pump and Motors Procurement
Proj. #: 2108-067

Bid Date: **Tuesday, March 29, 2022**
Bid Place: **On-line**
Bid Time: **2:00 PM**

TABULATION OF BIDS

	Bid Schedule					Bidders:		No. 1 Nickerson Company, Inc. 2301 West Indiana Ave. Salt Lake City, Utah 84104		No. 2 Delco Western 2559 South 1935 West SLC, Utah 84119	
						Engineer's Probable Cost:					
Item No.	Item Description			Unit	Estimated Quantity	Unit Price	Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1-1	75 HP Horizontal End Suction Centrifugal Pumps and Motors			Each	2	\$ 25,000.00	\$50,000.00	\$16,175.00	\$32,350.00	\$38,200.00	\$76,400.00
1-2	Irrigation Booster Pump System			L.S.	1	\$ 70,000.00	\$70,000.00	\$44,464.00	\$44,464.00	\$46,750.00	\$46,750.00
						TOTAL	\$120,000.00	Accepted Total:	\$76,814.00	Accepted Total:	\$123,150.00
								Submitted:	\$76,814.00	Submitted:	\$123,150.00
								Correction:	\$0.00	Correction:	\$0.00
						Correction Notes			Correction Notes		
						Corrected Bid Item:			Corrected Bid Item:		



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pump Station Electrical - Royal Wholesale Electric		
ITEM TYPE:	Bid Award		
FISCAL IMPACT:	\$213,262.11		
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Chris Trusty, Public Works

PRESENTED BY:

Chris Trusty

RECOMMENDATION:

Staff recommends the City Council award the bid to Royal Wholesale Electric in the amount of \$213,262.11 for the Well #7 Booster Pump & Cory Wride Memorial Park Reuse Pump Station Electrical and authorizes the Mayor to sign the contract.

BACKGROUND:

In order to try to mitigate extensive lead time for material items, Eagle Mountain has solicited proposals for materials purchase for the Well #7 Booster Pump and the Cory Wride reuse pump station. The City issued two separate proposals, one for pumps and motors and the second bid for the electrical needs including the VFD and transformers. The low bid provided did not include all the requested items, and was higher on the materials that were quoted and, as such, was not considered.

In evaluating the proposals for the electrical system, it was noted that the delivery time for the electrical transformers needed for Well #7 was nearly 20 weeks longer for the low bid than it was for the higher bid. Final delivery of the low bid would not be until June 2023, whereas the higher bid would provide delivery in February 2023. Considering the watering season will be well underway by July, staff has recommended the materials purchase be awarded to Royal Wholesale. We requested Royal provide the City with a guarantee, but they were not willing to accept liquidated damages due to the volatility of the market.

Below is a summary of the bids received, the costs, and the date of delivery.

Supplier	Cost	Delivery time
Royal	\$213,262.11	44 weeks
GexPro	\$114,045	Incomplete
Crescent	\$129,034	61 Weeks

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[Goods and Services Contract](#)

[Bid Schedule - Royal Wholesale Electric](#)

[Jones and DeMille Electrical Recommendation Letter](#)

EAGLE MOUNTAIN CITY
CONTRACT FOR GOODS AND SERVICES

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

Royal Wholesale Electric _____
Name
3100 South 900 West _____
Address
Salt Lake City, UT 84119 _____
City, State ZIP

LEGAL STATUS OF CONTRACTOR
Sole Proprietor
Non-profit Corporation
For-profit Corporation
Partnership
Government Agency

Contact Name: Rick MacArthur _____ Phone Number: 801-973-6000 _____

Email: rmacarthur@royalslc.com _____ Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT:** Electrical VFD and transformers for well #7 booster pump and Corey Wride Park booster pump _____
- _____

3. **CONTRACT PERIOD:**

Effective Date: April 5, 2022 _____

Project Completion Deadline (Contractor will complete the Scope of Work on or before): May, 2023 ____

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract: July 2023 _____

Renewal Options (if applicable): _____

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

a. Total Contract Cost: \$213,262.11 _____

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

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

**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: _____

BID FORM FOR PROCUREMENT CONTRACT

PROJECT: PONY EXPRESS & CORY WRIDE BOOSTER PUMP PROJECTS – ELECTRICAL EQUIPMENT PROCUREMENT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

Eagle Mountain City, 2565 Pony Express Parkway, Eagle Mountain, Utah 84005.

Or

Submitted online on Utah Public Procurement Place (<https://bids.sciquest.com>)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

2.01 *Unit Price Bids*

A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Unit Price(s):

BID SCHEDULE					
Item No.	Item Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1-1	Variable-Frequency Motor Controllers (30 HP)	Each	3	\$12,027.96	36,083.87
1-2	Variable-Frequency Motor Controllers (75 HP)	Each	2	\$29,540.67	59,081.33
1-3	12.47kV to 4160V Electrical Transformer	Each	1	\$79,730.67	79,730.67
1-4	4160V to 480V Electrical Transformer	Each	1	\$38,366.25	38,366.25
				Total Bid Price	\$213,262.11

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Procurement Contract Documents. Bidder

also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule of Procurement Contract Times set forth in Article 2 of the Procurement Agreement.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages.

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
- A. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
 - B. Equipment Data Sheets.
 - C. Required Bidder Qualification Statement with supporting data.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer.
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
- A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 Bidder's Certifications

A. Bidder certifies that:

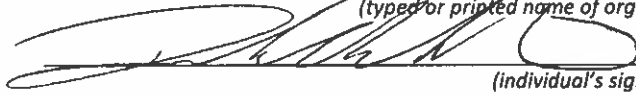
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

This Bid is offered by:

Bidder:

ROYAL WHOLESALE ELECTRIC - SALT LAKE CITY
(typed or printed name of organization)

By:


(individual's signature)

Date:

3-29-22

(date signed)

Name:

RICHARD MAC ARTHUR

(typed or printed)

Title:

SALES REP

(typed or printed)

(If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



(individual's signature)

Title:

Manager

(typed or printed)

Address for giving notices:

3100 SOUTH 900 WEST
SALT LAKE CITY, UTAH 84119

Designated Representative:

Name:

RICK MAC ARTHUR

(typed or printed)

Title:

SALES REP

(typed or printed)

Address:

3100 S. 900 WEST
SALT LAKE CITY, UTAH 84119

Phone:

801-973-6000

Email:

RMACARTHUR@ROYALSLC.COM

License No.:

Classification:

Limitation:



Prepared By:

Rick MacArthur
C E D D/B/A ROYAL WHOLESALE ELEC
3100 South 900 West
Salt Lake City, UT 84119
rmacarthur@royalslc.com
D:8019736000

Proposal Name: Eagle Mountain Booster pumps

Quote Name: Eagle Mountain Booster pumps

Proposal Number: P-220322-2931930

Quote Number: Q-3201437

Quote Effective Date: 03/24/2022

Through Addenda Number: 0

Sales Representative: Neil Peterson

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See <https://www.schneider-electric.us/en/download/document/0100PL0043>

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Pricing

Total DISTRIBUTOR SELL PRICE	\$213,262.11
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Seq #	Qty	Product Description	Price Each	Subtotal
1	3	Designation : 30 HP VFD Product Details : 3 - ATV660D30T4H2GAWABGHPYEP218EP240E+-Altivar 660 ATV660D30T4H2GAWABGHPYEP218EP240EP250EP276 Designation: 30 HP VFD Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 30 Horsepower Sized for Heavy duty. Drive controller rated for 46.3 Max Output Amps Type 1 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Control options: Hand-Off-Auto selector switch Substitute 9001K 30mm operators EP218 Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact Ethernet IP Communications Card A09 - 5% Line Impedance Elapsed time meter EP240 EP250- Power up ON delay timer EP276- Blown fuse indicators on control fuses P14 - Plastic sleeve wire markers Y14- IBC/ASCE7 Seismic Qualification H14 - Transient voltage suppressor TYPE 2 SPD 80K This device contains selected features that require factory engineered configurations. Standard published lead times no longer apply. Enclosure dimensions are subject to change. Revision - 3/23/2022 - (20220130/20220130) 3/23/2022 5:44:19 PM Estimated days to ship, excluding transit: 25 working days after customer release to manufacturer. See Conditions of Sale.	\$12,027.96	\$36,083.87
2	2	Designation : 75 HP VFD Product Details : 2 - ATV660D75T4H2GMWABGHPYEP218EP240E+-Altivar 660 ATV660D75T4H2GMWABGHPYEP218EP240EP250EP276 Designation: 75 HP VFD Main circuit breaker disconnect 100k AIC rated Selected for 460 Vac 3 phase motor 75 Horsepower Sized for Heavy duty. Drive controller rated for 106 Max Output Amps Type 1 Enclosure UL508A Label RAL7035 (Gray) Power Circuit W: Drive combination package Control options: Hand-Off-Auto selector switch Substitute 9001K 30mm operators EP218 Speed Potentiometer Pilot light options: Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow) Auxiliary contacts:	\$29,540.67	\$59,081.33

1 NO/NC run contact
1 NO/NC trip contact
Ethernet IP Communications Card
Harmonic Filter - M09
Elapsed time meter EP240
EP250- Power up ON delay timer
EP276- Blown fuse indicators on control fuses
P14 - Plastic sleeve wire markers
Y14- IBC/ASCE7 Seismic Qualification
H14 - Transient voltage suppressor TYPE 2 SPD
80K
This device contains selected features that
require factory engineered configurations.
Standard published lead times no longer
apply. Enclosure dimensions are subject to
change.
Revision - 3/23/2022 - (20220130/20220130)
3/23/2022 5:45:01 PM
Estimated days to ship, excluding transit: 45 working days after customer
release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description	Price Each	Subtotal
3	1	Designation : 1250kVA Pad Mount XFMR Product Details : 1 - CLASS 7230 PADMOUNT TRANSFORMER-SQUARE D 7230 PAD-MOUNTED TRANSFORMER ----- LIQUID FILLED: MINERAL OIL 1500 kva rated PRIMARY VOLT: 12470 DELTA 95 KV BIL SECONDARY VOLT: 4160Y/2400 60 KV BIL STANDARD 60 HERTZ IMPEDANCE: 5.75% +/- 7.5% TOLERANCE CONDUCTOR: COPPER WINDINGS TEMP: 120 DEGREES INSULATION CLASS 55 RISE OVER 30 AVE - 40 MAX AMB TAPS: 2-2.5% FCAN, 2-2.5% FCBN ALTITUDE: 6000 FEET MAXIMUM 60 DB SOUND LEVEL MODIFICATIONS: ----- HIGH VOLTAGE - DEAD FRONT, RADIAL FEED WITH PROV. FOR SURGE ARRESTERS 250 MCM TO 1000 MCM INCOMING CABLE 3-200A BUSHING WELLS AND INSERTS AND 3-600A ONE-PIECE BUSHINGS 15 KV CLASS 600 AMP BUSHINGS SOLIDLY GROUNDED SYSTEM WITH THREE DIST. MOVE 15 KV ARRESTERS UNDER OIL SWITCH: TWO POSITION 600A FUSES: BAY-O-NET HIGH AMP & 6 CL FUSES BAYO-NET FLAPPER VALVE ONE SET OF SPARE FUSES LOW VOLTAGE BUSHINGS: EPOXY TIN PLATED COPPER (POLYMER) 12 HOLE LV & NEUTRAL BUSHING SPADE SECONDARY SPADE SUPPORTS UL LISTED STANDARD EFFICIENCY TYPICAL EFFICIENCY (50% LOAD) = 98.90 STAINLESS STEEL TRANSFORMER NAMEPLATE SEISMIC SDS 2.25 COLOR: MUNSELL #7.0GY-3.29/1.5 W/TOUCH-UP ACCESSORIES: ----- 1" DRAIN VALVE W/ 3/8" SAMPLER DIAL TYPE THERMOMETER	\$79,730.67	\$79,730.67

LIQUID LEVEL GAUGE
PRESSURE VACUUM GAUGE
STANDARD PRESSURE RELIEF VALVE
PRESSURE RELIEF DIAPHRAM WITH CONTACTS
NITROGEN TEST PORT
FILL VALVE
NITROGEN BLANKET
TWO GROUND LUGS
PENTAHEAD BOLTS

TRANSFORMER TESTS:

RATIO TEST
POLARITY TEST
PHASE RELATION TEST
NO-LOAD LOSS TEST
EXCITATION CURRENT TEST
IMPEDANCE VOLTAGE TEST
LOAD LOSS TEST
APPLIED POTENTIAL TEST
INDUCED POTENTIAL TEST
LEAK TEST
RESISTANCE MEASUREMENT TEST
CERTIFIED TEST REPORT
FACTORY QC IMPULSE TST HV ONLY
TEMPERATURE TEST: BASE RATING
SOUND TEST: BASE RATING

NOTES:

SPECIFICATION NOT ON RECORD

STANDARDS: IEEE C57.SERIES

CABLE TERMINATORS (ELBOWS) AND SECONDARY
LUGS ARE NOT INCLUDED WITH THE TRANSFORMER

Revision (03112014/04012014) XXX
T/GI 20180716

Estimated days to ship, excluding transit: 220 working days after customer
release to manufacturer. See Conditions of Sale.

Seq #	Qty	Product Description	Price Each	Subtotal
4	1	Designation : 225kVA 5kV to 480 XFMR Product Details : 1 - CLASS 7230 PADMOUNT TRANSFORMER-SQUARE D 7230 PAD- MOUNTED TRANSFORMER ----- LIQUID FILLED: MINERAL OIL 225 kva rated PRIMARY VOLT: 12470 DELTA 95 KV BIL SECONDARY VOLT: 4160Y/2400 60 KV BIL STANDARD 60 HERTZ IMPEDANCE: 5.75% +/- 7.5% TOLERANCE CONDUCTOR: COPPER WINDINGS TEMP: 120 DEGREES INSULATION CLASS 55 RISE OVER 30 AVE - 40 MAX AMB TAPS: 2-2.5% FCAN, 2-2.5% FCBN ALTITUDE: 6000 FEET MAXIMUM 55 DB SOUND LEVEL ----- MODIFICATIONS: ----- HIGH VOLTAGE - DEAD FRONT, RADIAL FEED WITH PROV. FOR SURGE ARRESTERS	\$38,366.25	\$38,366.25

250 MCM TO 1000 MCM INCOMING CABLE
3-200A BUSHING WELLS AND INSERTS AND
3-600A ONE-PIECE BUSHINGS
15 KV CLASS 600 AMP BUSHINGS
SOLIDLY GROUNDED SYSTEM WITH
THREE DIST. MOVE
9 KV ARRESTERS
UNDER OIL SWITCH: TWO POSITION 600A
FUSING: BAY-O-NET FAULT & CL FUSES
BAYO-NET FLAPPER VALVE
ONE SET OF SPARE FUSES
LOW VOLTAGE BUSHINGS: EPOXY
TIN PLATED COPPER (POLYMER)
12 HOLE LV & NEUTRAL BUSHING SPADE
SECONDARY SPADE SUPPORTS
UL LISTED
STANDARD EFFICIENCY
TYPICAL EFFICIENCY (50% LOAD) = 98.50
STAINLESS STEEL TRANSFORMER NAMEPLATE
SEISMIC SDS 2.25
COLOR: MUNSELL #7.0GY-3.29/1.5 W/TOUCH-UP

ACCESSORIES:

SUBSTATION ACCESSORY GROUP INCLUDED
1" DRAIN VALVE W/ 3/8" SAMPLER
DIAL TYPE THERMOMETER
LIQUID LEVEL GAUGE
PRESSURE VACUUM GAUGE
STANDARD PRESSURE RELIEF VALVE
PRESSURE RELIEF DIAPHRAM WITH CONTACTS
NITROGEN TEST PORT
FILL VALVE
TWO GROUND LUGS
PENTAHEAD BOLTS

TRANSFORMER TESTS:

RATIO TEST
POLARITY TEST
PHASE RELATION TEST
NO-LOAD LOSS TEST
EXCITATION CURRENT TEST
IMPEDANCE VOLTAGE TEST
LOAD LOSS TEST
APPLIED POTENTIAL TEST
INDUCED POTENTIAL TEST
LEAK TEST
RESISTANCE MEASUREMENT TEST
CERTIFIED TEST REPORT
FACTORY QC IMPULSE TST HV ONLY
TEMPERATURE TEST: BASE RATING
SOUND TEST: BASE RATING

NOTES:

SPECIFICATION NOT ON RECORD

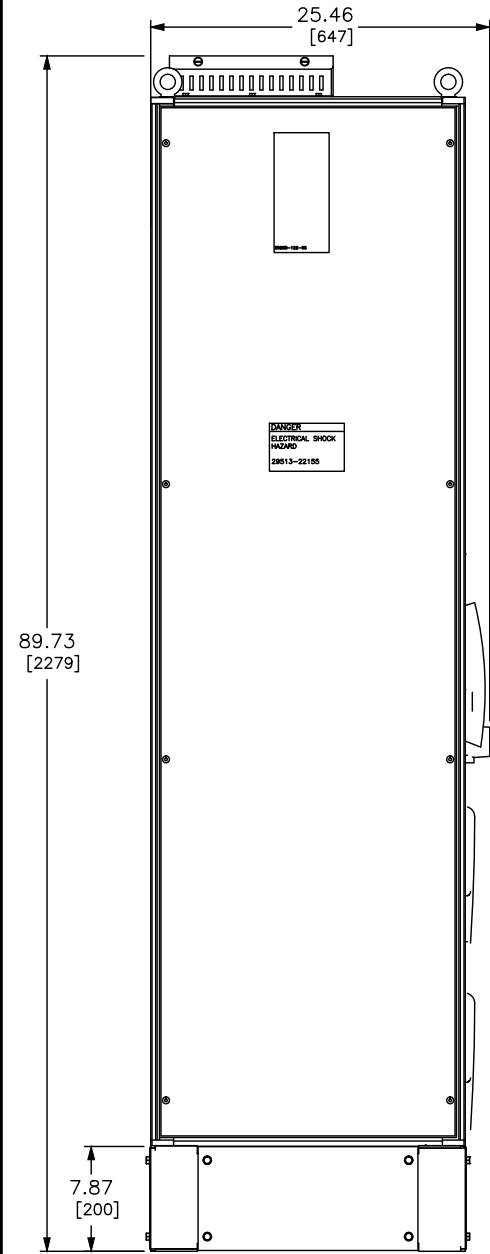
STANDARDS: IEEE C57.SERIES

CABLE TERMINATORS (ELBOWS) AND SECONDARY
LUGS ARE NOT INCLUDED WITH THE TRANSFORMER

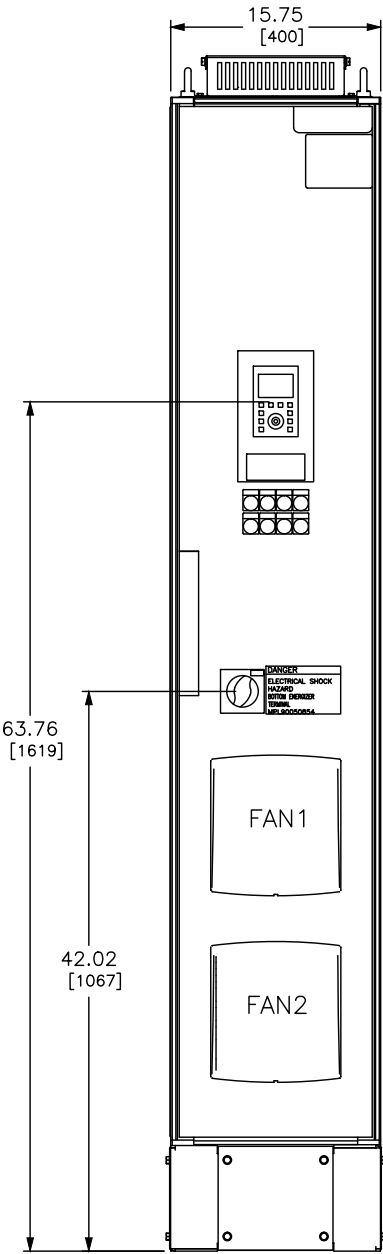
Revision (03112014/04012014) XXX
T/GI 20180716

Estimated days to ship, excluding transit: 220 working days after customer
release to manufacturer. See Conditions of Sale.

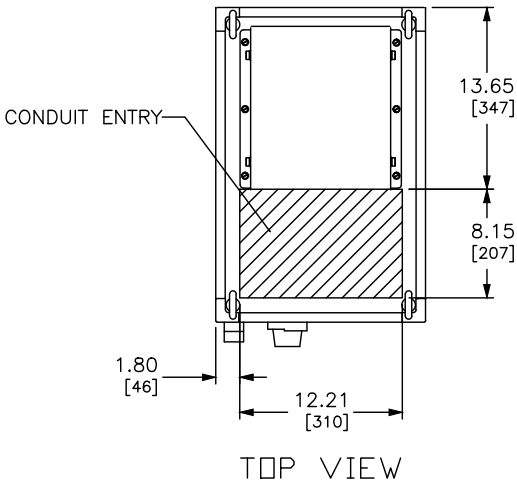
REV	DESCRIPTION	BY	DATE										
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--	-	----



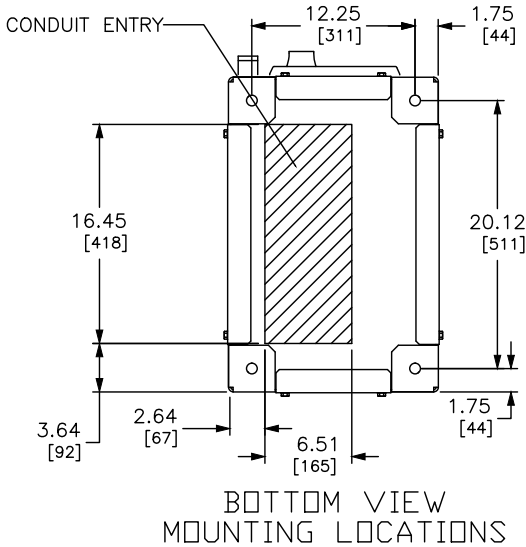
LEFT VIEW



FRONT VIEW



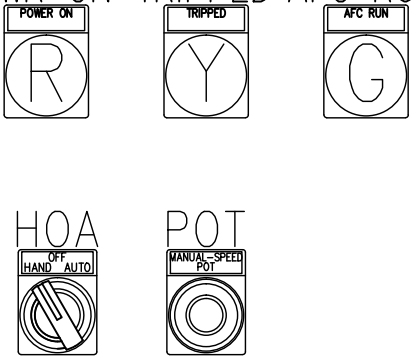
TOP VIEW



BOTTOM VIEW
MOUNTING LOCATIONS

PILOT DEVICE DETAIL

PWR ON TRIPPED AFC RUN

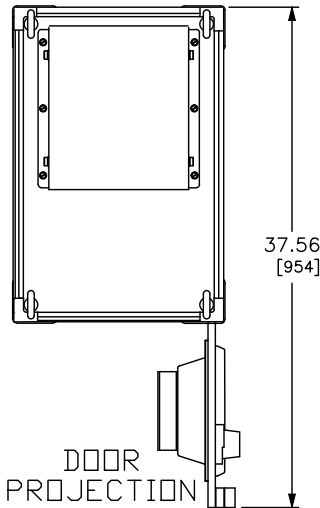


- NOTES:
- 1 REFER TO CONTROLLER NAMEPLATE TO COMPLETE P/N.
 - 2 SEISMIC CERTIFIED EQUIPMENT: ANCHOR ENCLOSURE USING M12 OR 1/2" HARDWARE GRADE 8 OR HIGHER. USE SUPPLIED WASHERS FOR INSTALLATION.

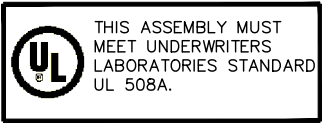
ENCLOSURE OUTLINE & GENERAL ARRANGEMENT FOR CONTROLLER P/N

△ ATV660 D30 T4 H G A W

MAX FLA	KILOWATTS/HP	VOLTAGE/PH	DUTY TYPE	ENCLOSURE TYPE	HARMONIC MITIGATION	POWER CIRCUIT TYPE
46.3 AMPS	22KW/30HP	460V/3 PH	HEAVY	TYPE 1	5% REACTOR	WD/BYPASS

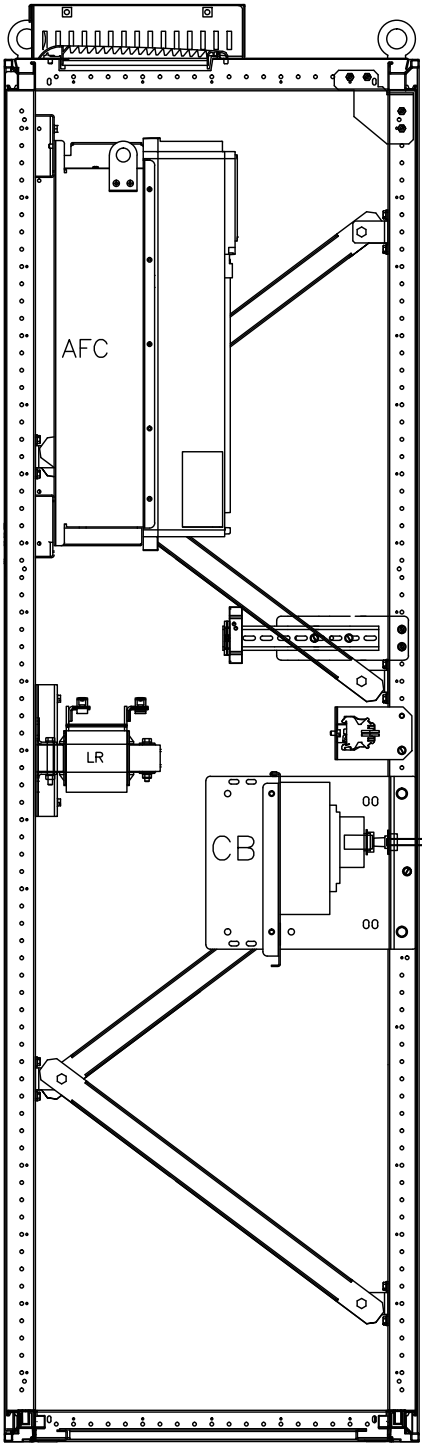


DOOR
PROJECTION

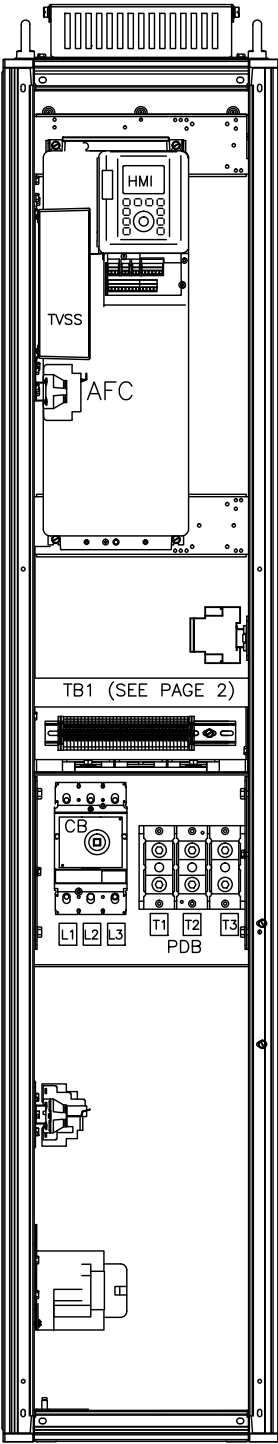


JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	30 HP VFD
JOB LOCATION:		EQUIPMENT TYPE:	ALTIVAR PROCESS DRIVE
DRAWN BY:	(Q2C)	DRAWING TYPE:	ELEVATION
ENGR:			
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	FQ-3201437-89822175-01
		PG	1 OF 1
		REV	-

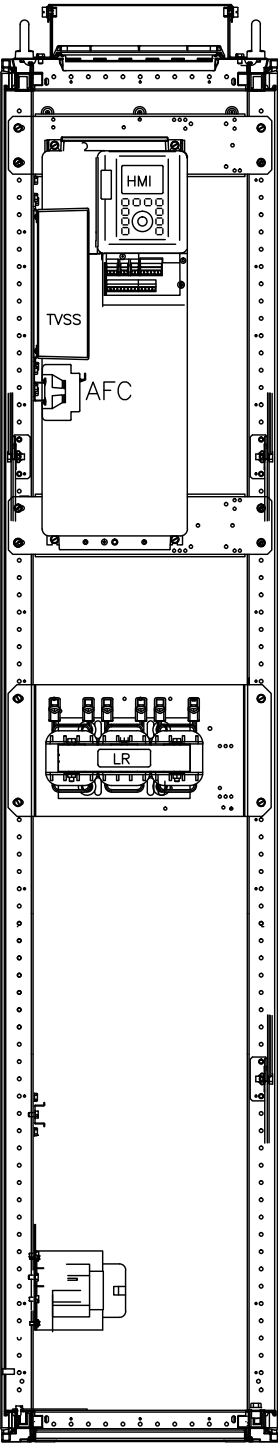
REV	DESCRIPTION	BY	DATE																	
-	----	--	--/--/--	-	----					--	--/--/--	-	----					--	--/--/--	



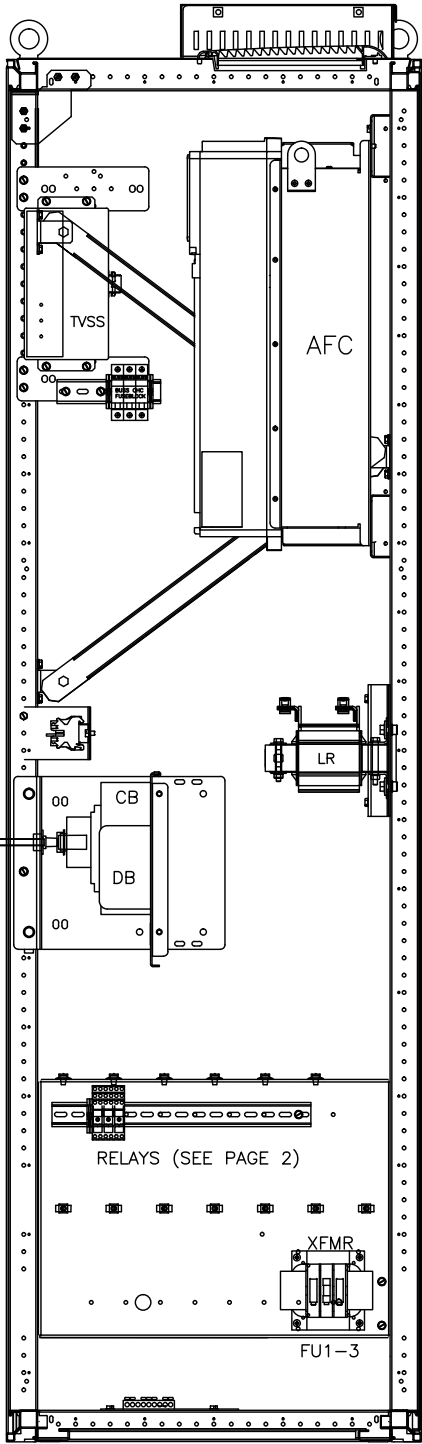
LEFT VIEW



FRONT VIEW



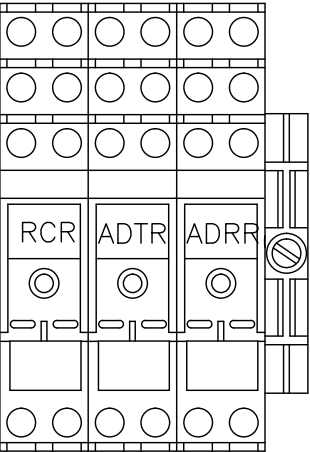
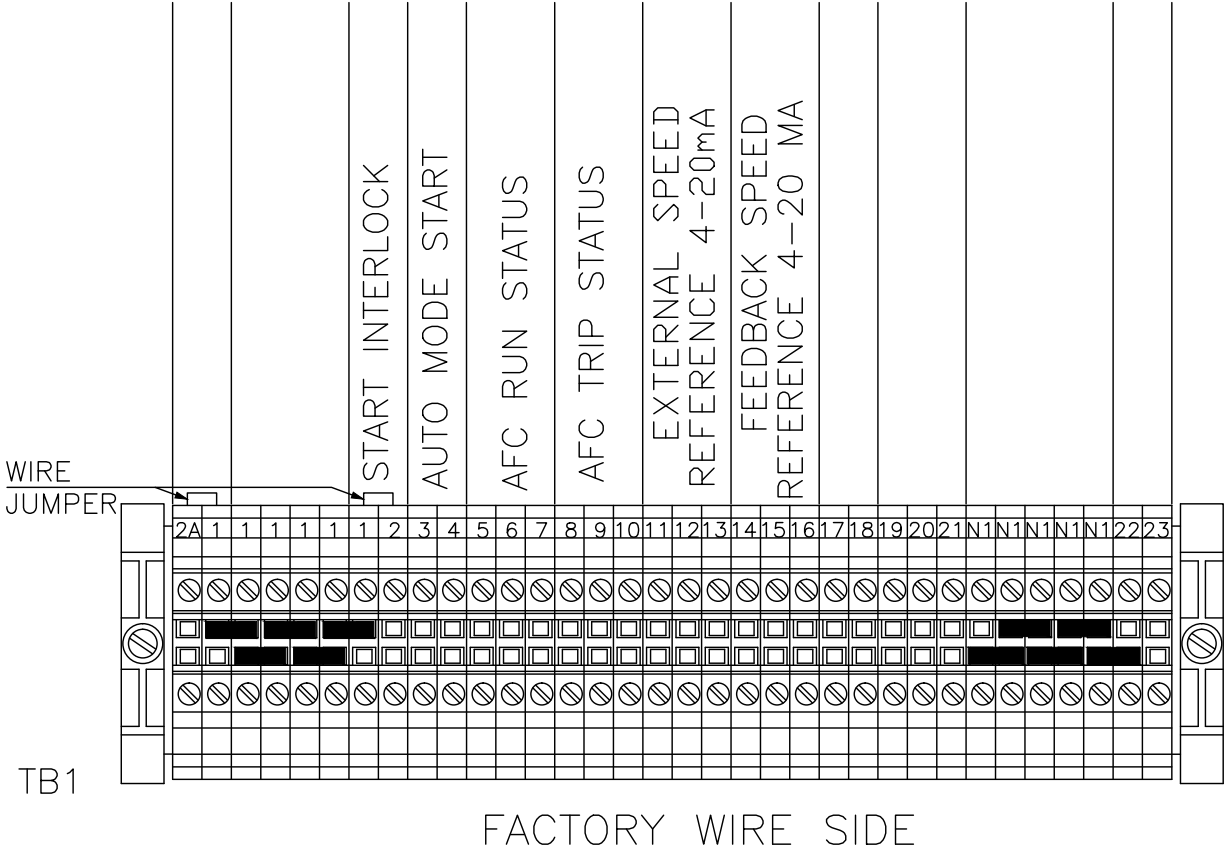
FRONT VIEW (BACK PANEL ONLY)



RIGHT VIEW

JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	30 HP VFD
JOB LOCATION:		EQUIPMENT TYPE:	ALTIVAR PROCESS DRIVE
DRAWN BY:	(Q2C)	DRAWING TYPE:	LAYOUT
ENGR:		 by Schneider Electric	
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	RQ-3201437-89822175-01
		PG	1
		OF	3
		REV	-

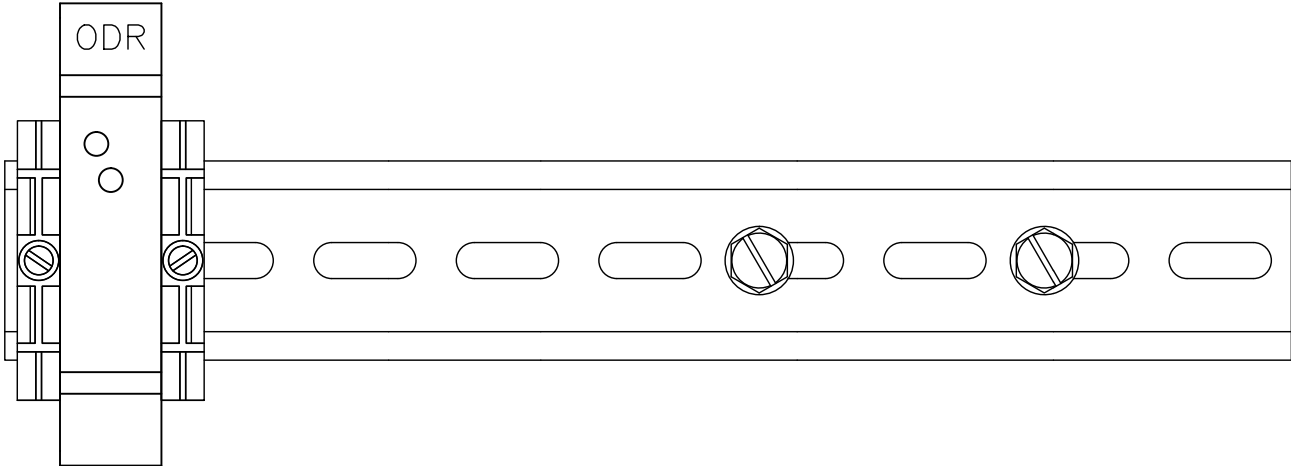
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JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	30 HP VFD
JOB LOCATION:		EQUIPMENT TYPE:	ALTIVAR PROCESS DRIVE
DRAWN BY:	(Q2C)	DRAWING TYPE:	LAYOUT
ENGR:		 by Schneider Electric	
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	RQ-3201437-89822175-01
		PG	2
		OF	3
		REV	-

REV	DESCRIPTION	BY	DATE	-	----	--	--/--/--	-	----	--	--/--/--
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--

TB4
FACTORY WIRE SIDE



JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	30 HP VFD
JOB LOCATION:		EQUIPMENT TYPE:	ALTIVAR PROCESS DRIVE
DRAWN BY:	(Q2C)	DRAWING TYPE:	LAYOUT
ENGR:		 by Schneider Electric	
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	RQ-3201437-89822175-01
		PG	3 OF 3
		REV	-

FRONT VIEW
Dimensions: 31.50 [800] (width), 89.73 [2279] (height). Components: FAN3, FAN1, FAN2, VENT, and various warning labels.

LEFT VIEW
Dimensions: 25.46 [647] (width), 7.87 [200] (height).

TOP VIEW
Dimensions: 20.16 [512] (width), 13.65 [347] (height). Components: CONDUIT ENTRY, MOUNTING LOCATIONS.

PILOT DEVICE DETAIL
PWR ON TRIPPED AFC RUN
HOA (OFF HAND AUTO)
POT (MANUAL-SPEED POT)

NOTES:
1. REFER TO CONTROLLER NAMEPLATE TO COMPLETE P/N.
2. SEISMIC CERTIFIED EQUIPMENT: ANCHOR ENCLOSURE USING M12 OR 1/2" HARDWARE GRADE 8 OR HIGHER. USE SUPPLIED WASHERS FOR INSTALLATION.

ENCLOSURE OUTLINE & GENERAL ARRANGEMENT FOR CONTROLLER P/N
△ ATV660 D75 T4 H G M W

MAX FLA	KILOWATTS/HP	VOLTAGE/PH	DUTY TYPE	ENCLOSURE TYPE	HARMONIC MITIGATION	POWER CIRCUIT TYPE
106 AMPS	55KW/75HP	460V/3 PH	HEAVY	TYPE 1	HARM. FLTR.	WD/BYPASS

DOOR PROJECTION
Dimensions: 1.20 [30] (width), 37.56 [954] (height).

UL 508A
THIS ASSEMBLY MUST MEET UNDERWRITERS LABORATORIES STANDARD UL 508A.

Job Information:
JOB NAME: Eagle Mountain Booster pumps
JOB LOCATION: (Q2C)
DRAWN BY: (Q2C)
ENGR: (Q2C)
DATE: March 23 2022
DRAWING STATUS: QUOTE

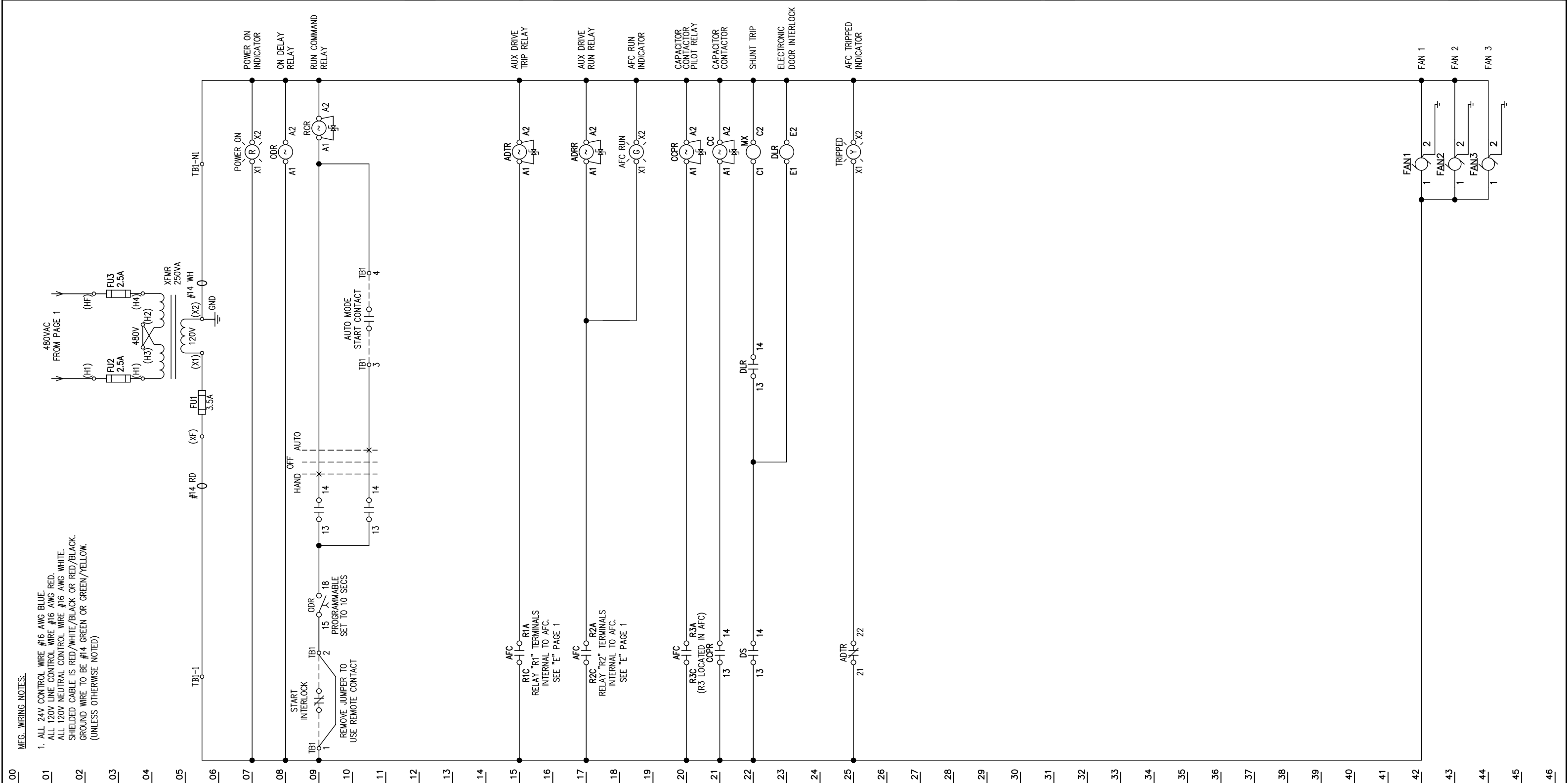
Equipment Designation:
EQUIPMENT DESIGNATION: 75 HP VFD
EQUIPMENT TYPE: ALTIVAR PROCESS DRIVE
DRAWING TYPE: ELEVATION

Square D by Schneider Electric

Page Information:
DWG# FQ-3201437-89805796-01
PG 1 OF 1
REV -

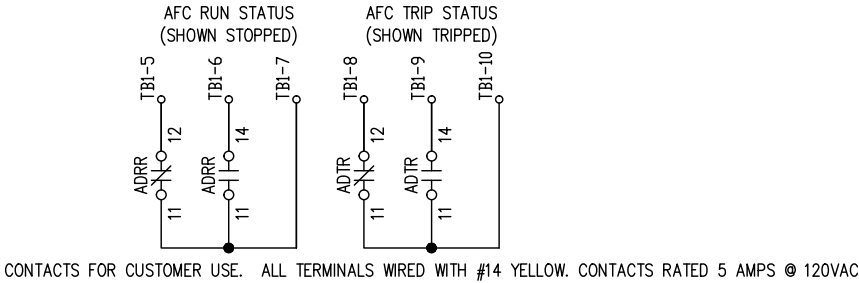
 THIS ASSEMBLY MUST MEET UNDERWRITERS LABORATORIES STANDARD UL 508A.

REV	DESCRIPTION	BY	DATE	-	----	--	--/--/--	-	----	--	--/--/--
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--



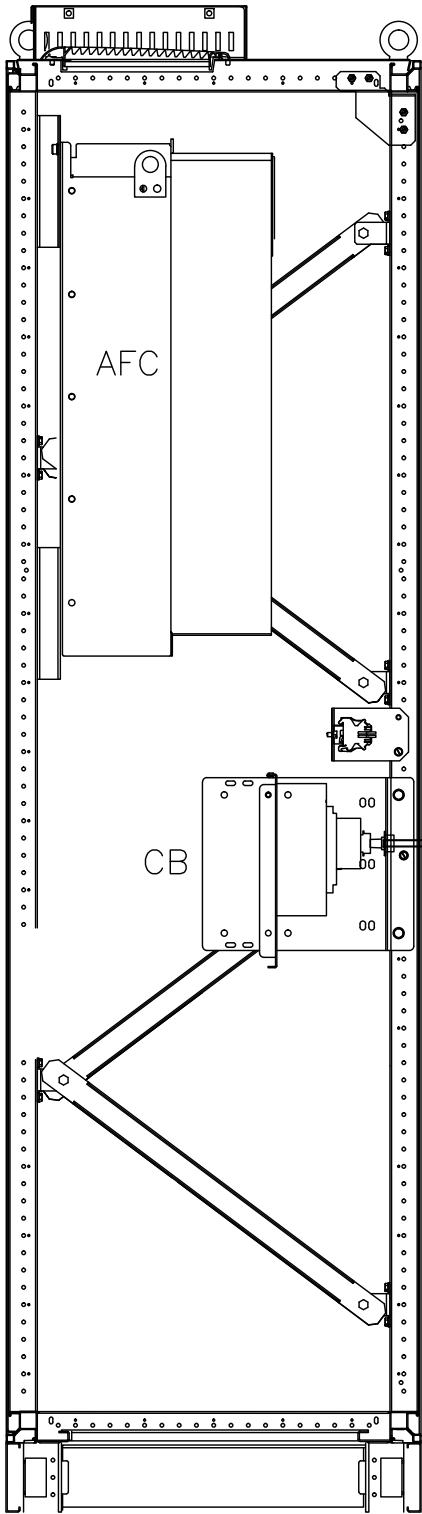
MFG. WIRING NOTES:

1. ALL 24V CONTROL WIRE #16 AWG BLUE.
ALL 120V LINE CONTROL WIRE #16 AWG RED.
ALL 120V NEUTRAL CONTROL WIRE #16 AWG WHITE.
SHIELDED CABLE IS RED/WHITE/BLACK OR RED/BLACK.
GROUND WIRE TO BE #14 GREEN OR GREEN/YELLOW.
(UNLESS OTHERWISE NOTED)

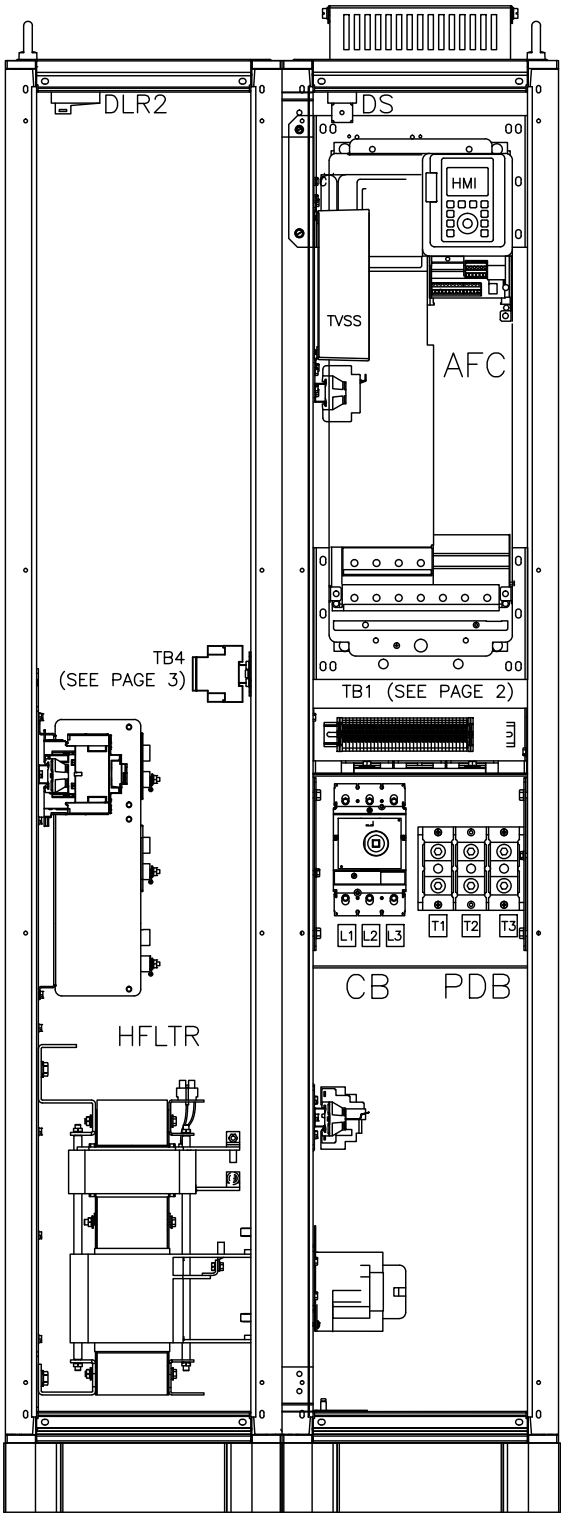


JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION: 75 HP VFD		
JOB LOCATION:		EQUIPMENT TYPE: ALTIVAR PROCESS DRIVE		
DRAWN BY:	(Q2C)	DRAWING TYPE: ELEMENTARY		
ENGR:		 by Schneider Electric		
DATE:	March 23 2022			
DRAWING STATUS:	QUOTE	DWG# EQ-3201437-89805796-01	PG 2 OF 2	REV -

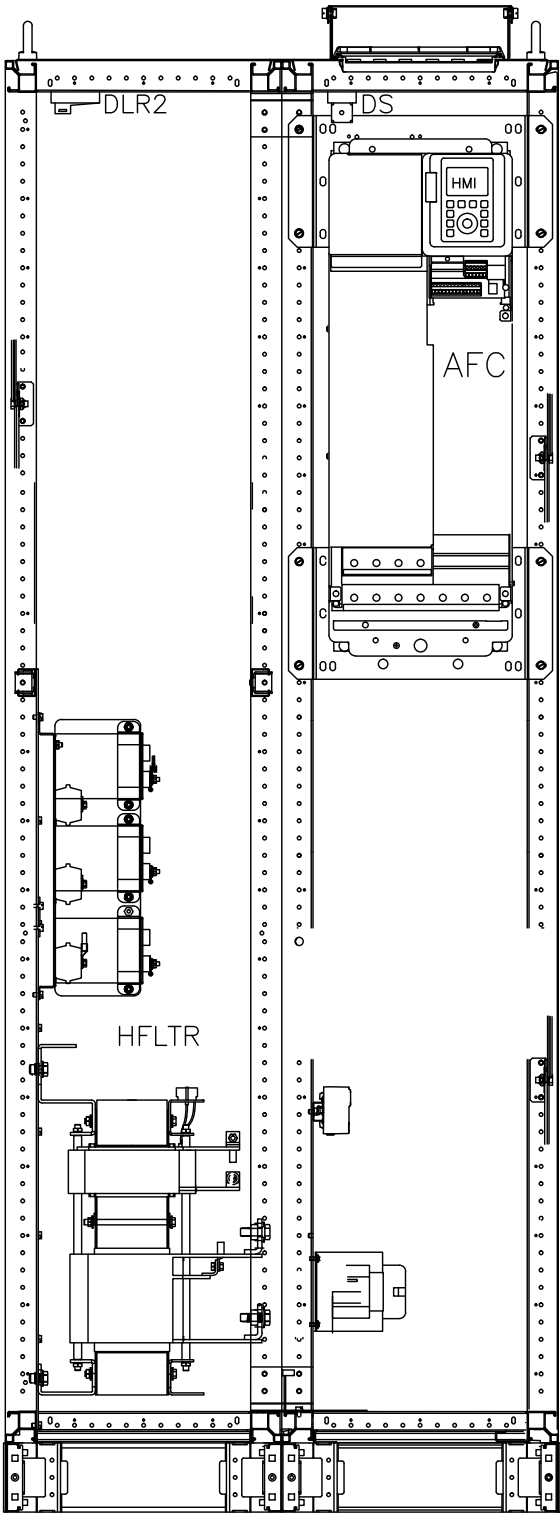
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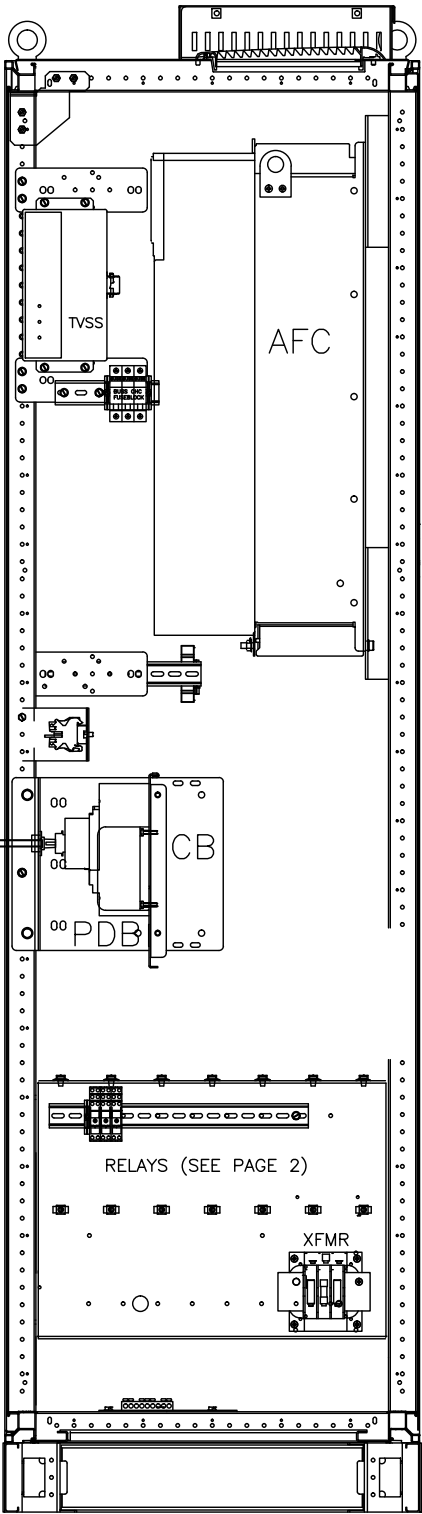
DRIVE SECTION LEFT VIEW



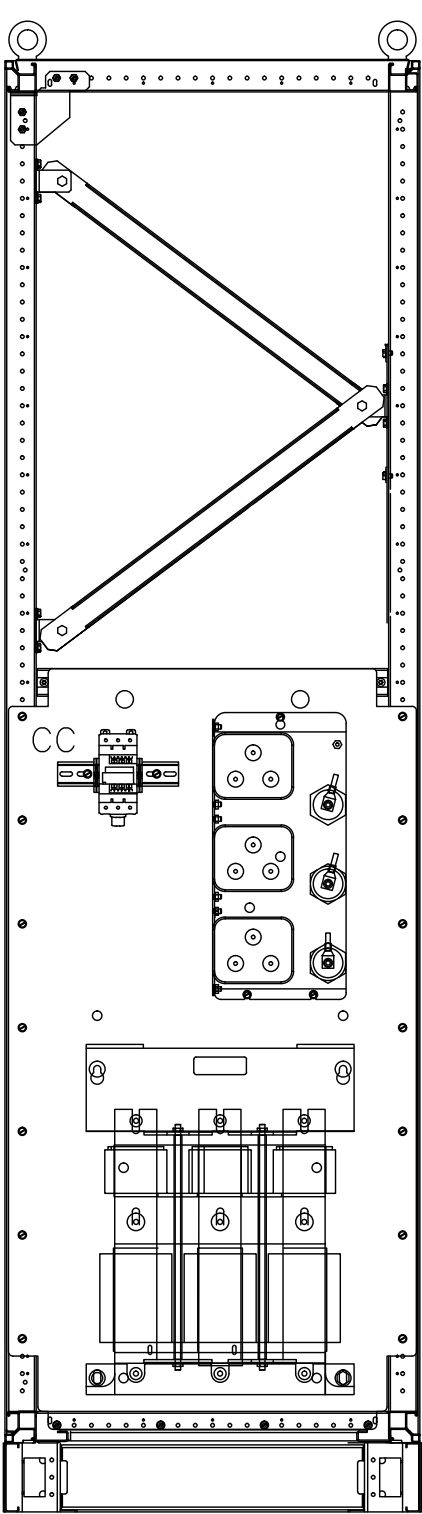
FRONT VIEW



FRONT VIEW (BACK PANEL ONLY)



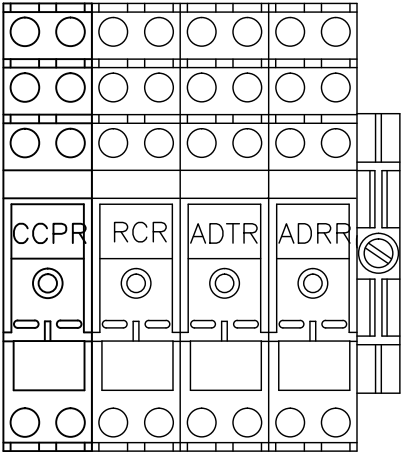
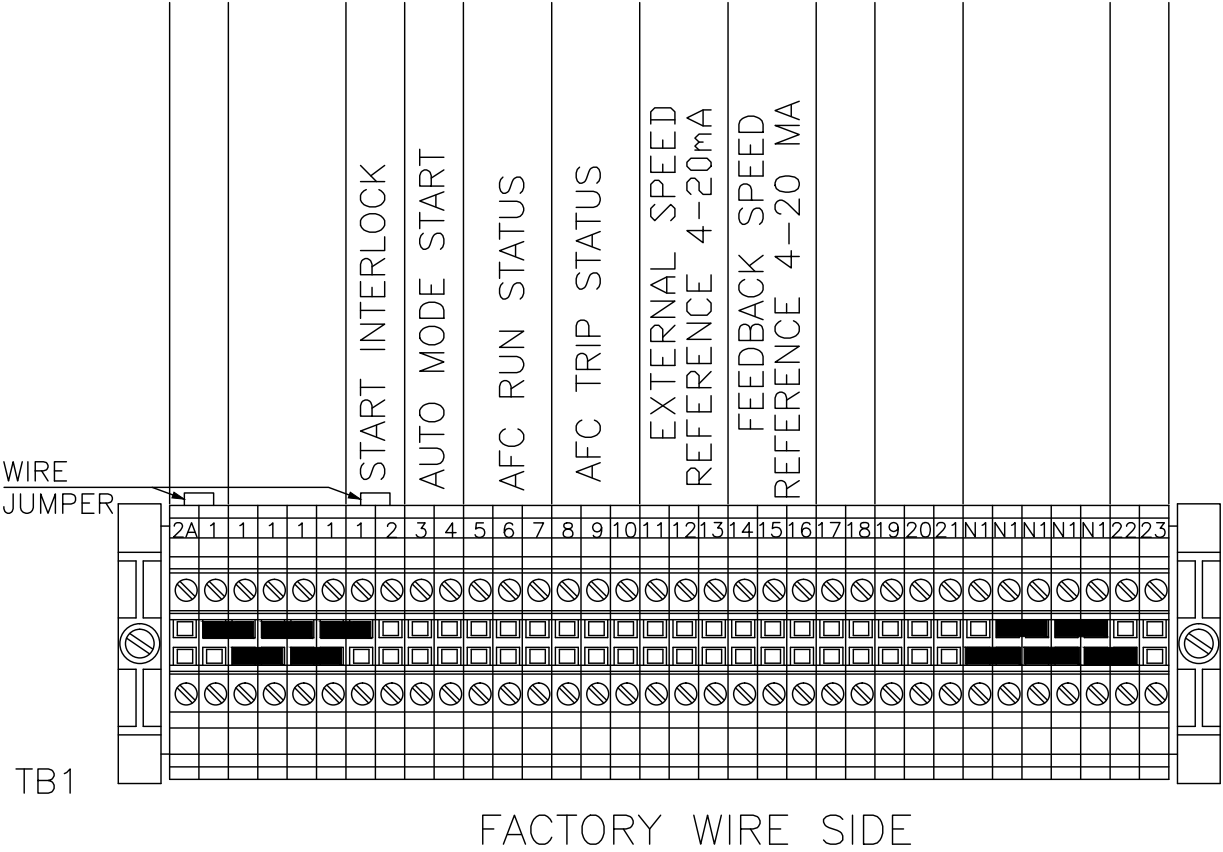
RIGHT VIEW DRIVE SECTION



RIGHT VIEW LEFT SECTION

JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	75 HP VFD
JOB LOCATION:		EQUIPMENT TYPE:	ALTIVAR PROCESS DRIVE
DRAWN BY:	(Q2C)	DRAWING TYPE:	LAYOUT
ENGR:		SQUARE D by Schneider Electric	
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	RQ-3201437-89805796-01
		PG	1
		OF	3
		REV	-

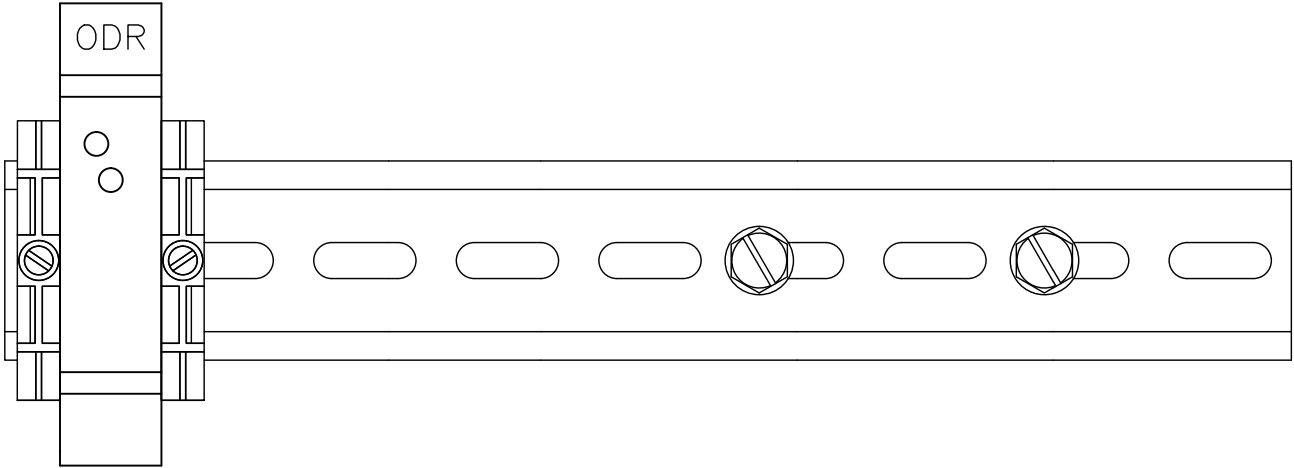
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JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	75 HP VFD
JOB LOCATION:		EQUIPMENT TYPE:	ALTIVAR PROCESS DRIVE
DRAWN BY:	(Q2C)	DRAWING TYPE:	LAYOUT
ENGR:		 by Schneider Electric	
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	RQ-3201437-89805796-01
		PG	2
		OF	3
		REV	-

REV	DESCRIPTION	BY	DATE	-	----	--	--/--/--	-	----	--	--/--/--
-	----	--	--/--/--	-	----	--	--/--/--	-	----	--	--/--/--

TB4
FACTORY WIRE SIDE



JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	75 HP VFD
JOB LOCATION:		EQUIPMENT TYPE:	ALTIVAR PROCESS DRIVE
DRAWN BY:	(Q2C)	DRAWING TYPE:	LAYOUT
ENGR:		 by Schneider Electric	
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	RQ-3201437-89805796-01
		PG	3 OF 3
		REV	-

REV	DESCRIPTION	BY	DATE	-	----	--	--/--/--
-	----	--	--/--/--	-	----	--	--/--/--

**SOME SELECTIONS ARE UNSUPPORTED BY THE QUOTE DRAWING PROGRAM.
PLEASE CONSULT THE TRANSFORMER GROUP FOR CUSTOMER DRAWINGS.**

SECONDARY VOLTAGE (AT 3000 KVA AND BELOW):

SUPPORTED: 208Y/120,220Y/127,240Y/139,380Y/220,416Y/240,400Y/230,
440Y/254,480Y/277,575Y/330,600Y/347,
208GY/120,220GY/127,240GY/139,380GY/220,416GY/240,
400GY/230,440GY/254,480GY/277,575GY/330,600GY/347,
240,480,575, OR 600 DELTA

SELECTED: 4160Y/2400

SECONDARY BIL:

SUPPORTED: 30KV BIL TO 45KV BIL (AT 3000 KVA AND BELOW)

SELECTED: 60 KV BIL

ALTITUDE:

SUPPORTED: 3300 FEET OR BELOW

SELECTED: 6000 Ft. / 1830 mts. Maximum

JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	1250kVA Pad Mount XFMR
JOB LOCATION:		EQUIPMENT TYPE:	Padmount Transformer
DRAWN BY:	(Q2C)	DRAWING TYPE:	Front Elevation Drawing
ENGR:			
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	FQ-3201437-89811203-01
		PG 1	OF 1
		REV	-

REV	DESCRIPTION	BY	DATE	-	----	--	--/--/--
-	----	--	--/--/--	-	----	--	--/--/--

**SOME SELECTIONS ARE UNSUPPORTED BY THE QUOTE DRAWING PROGRAM.
PLEASE CONSULT THE TRANSFORMER GROUP FOR CUSTOMER DRAWINGS.**

SECONDARY VOLTAGE (AT 3000 KVA AND BELOW):

SUPPORTED: 208Y/120,220Y/127,240Y/139,380Y/220,416Y/240,400Y/230,
440Y/254,480Y/277,575Y/330,600Y/347,
208GY/120,220GY/127,240GY/139,380GY/220,416GY/240,
400GY/230,440GY/254,480GY/277,575GY/330,600GY/347,
240,480,575, OR 600 DELTA

SELECTED: 4160Y/2400

SECONDARY BIL:

SUPPORTED: 30KV BIL TO 45KV BIL (AT 3000 KVA AND BELOW)

SELECTED: 60 KV BIL

ALTITUDE:

SUPPORTED: 3300 FEET OR BELOW

SELECTED: 6000 Ft. / 1830 mts. Maximum

JOB NAME:	Eagle Mountain Booster pumps	EQUIPMENT DESIGNATION:	225kVA 5kV to 480 XFMR
JOB LOCATION:		EQUIPMENT TYPE:	Padmount Transformer
DRAWN BY:	(Q2C)	DRAWING TYPE:	Front Elevation Drawing
ENGR:			
DATE:	March 23 2022		
DRAWING STATUS:	QUOTE	DWG#	FQ-3201437-89820386-01
		PG 1	OF 1
		REV	-



March 31, 2022

Subject: Electrical equipment procurement for Well #7, the Pony Express Booster Pump Station and Cory Wride Pressurized Irrigation Booster Pump Station

Dear Chris Trusty,

We have completed our review of the bid information submitted for the electrical equipment procurement for Well #7 transformers, the Pony Express Booster Pump Station Variable Frequency Drive and Cory Wride Pressurized Irrigation Booster Pump Station Variable Frequency Drive. Four suppliers submitted bids.

- Gexpro
- Crescent Electrical Supply
- Winn-Marion
- Royal Wholesale Electric

After reviewing the provided bid information, the following information is being provided.

Bids Summary:

SUPPLIER	BID PRICE
Gexpro - only bid transformers, VFD's were not included	\$114,045.00
Crescent Electrical Supply	\$129,034.00
Winn-Marion	\$147,230.00
Royal Wholesale Electric	\$213,262.11

- Gexpro did not provided a complete bid. For the items included in their bid they were the highest cost therefore are not recommended.
- Winn-Marion did not submit their bid by the deadline and should not be considered.
- Crescent Electrical Supply is lowest responsive bidder and the equipment they are proposing to provide meets the project specifications and requirements. However the transformers they are providing for Well #7 have a 61 week lead time which means they will not likely be delivered for incorporation into the project until June/July of 2023. Currently the Well is planned to be completed by late spring of 2023 for use in the summer months. This lead time will likely extend the project completion beyond the summer months
- Royal Wholesale Electric is the highest bidder but has a delivery time of 44 weeks for the Well #7 transformers. This timeline would likely have them delivered to the site around January/February of 2023. After speaking with Royal Wholesale Electric and their supplier for transformers, Snyder Electric, they indicated that most of their deliveries have exceed the times estimated on the quote. As one of the largest purchases of transformers, they receive preferential treatment transformer manufacturers. However, due to the volatility of the market they are not willing to accept financial consequences of a guaranteed delivery.

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main Street
Manti, UT 84649
435.535.4340

300 West 100 North
Vernal, UT 84078
435.781.1988

1035 South Highway 40
Panguitch, UT 84650
435.637.8268

620 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200A
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 107/109
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

While the cost difference between Crescent Electrical Supply and Royal Wholesale Electric is \$84,228.11, the estimated delivery time of Royal Wholesale Electric is substantially less and aligns better with Well #7 booster pump station schedule and the potential of having the Well completed and available for use by the summer of 2023. We are providing this information for the City to consider the value of schedule versus cost and the project budget in the award of this material supply contract.

Please contact me if you have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted Mickelsen".

Ted Mickelsen, PE
Project Manager
JONES & DEMILLE ENGINEERING





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

Wednesday, February 16, 2022

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

SUBJECT: Arrival phase "B" plat 7 into warranty Bond Release

City Recorder:

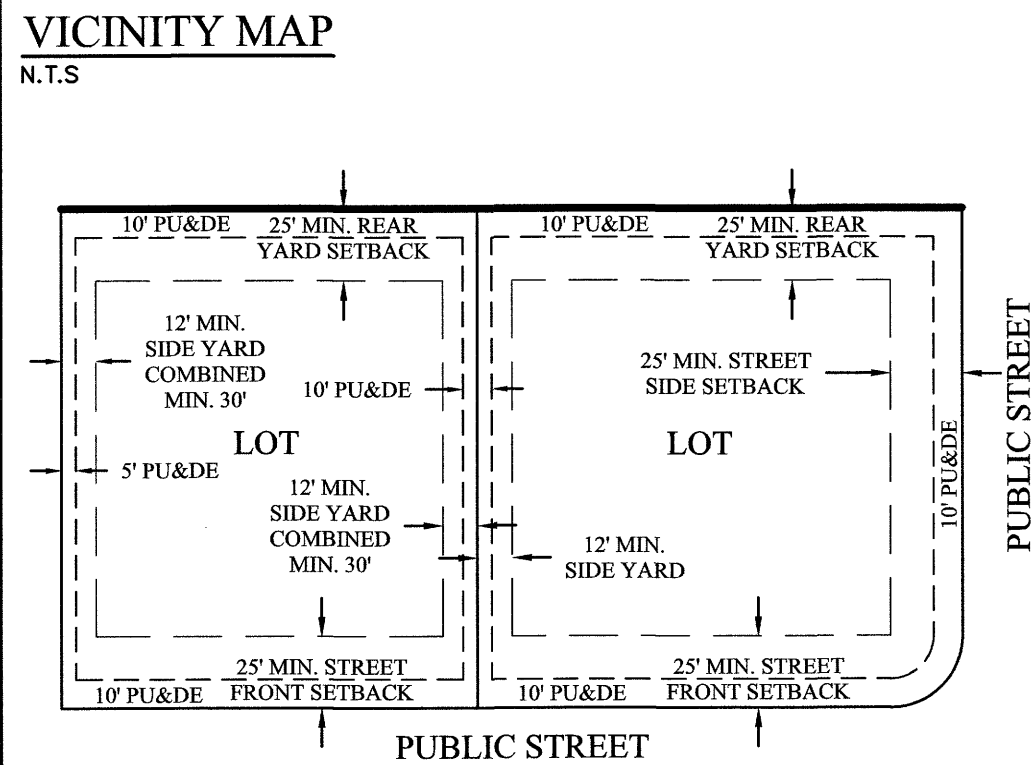
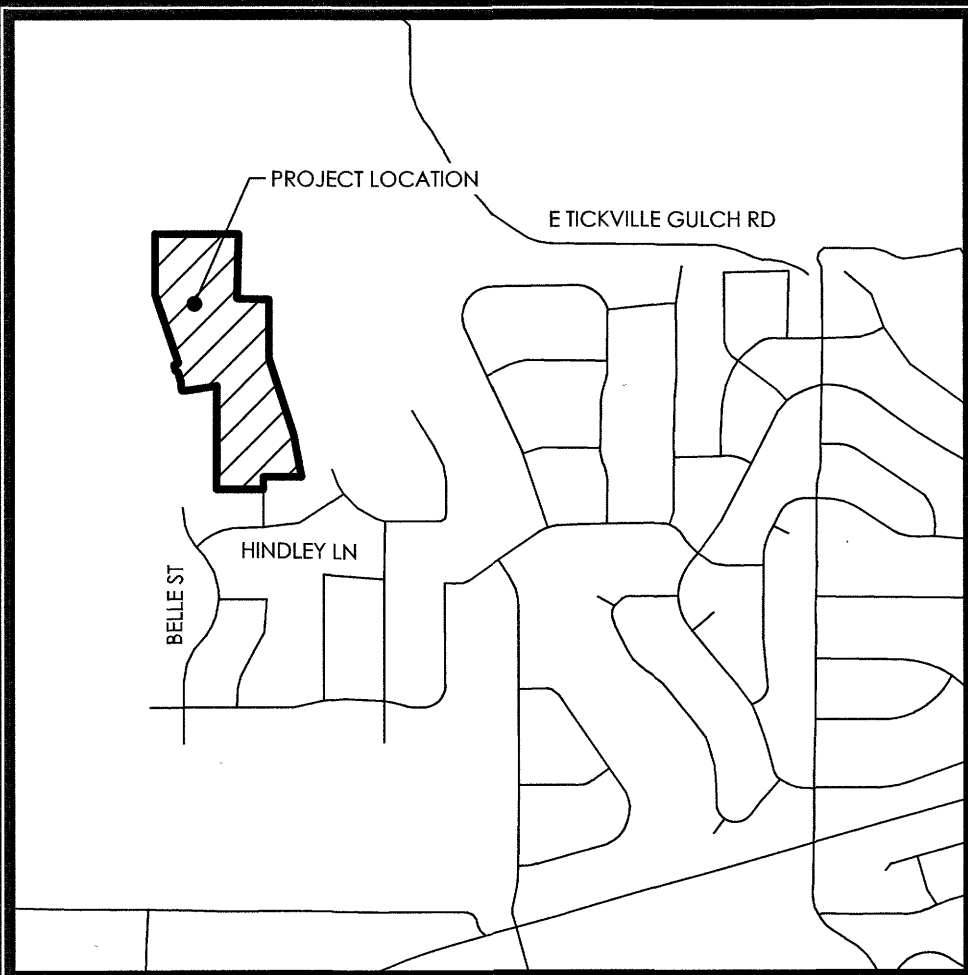
The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have 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.

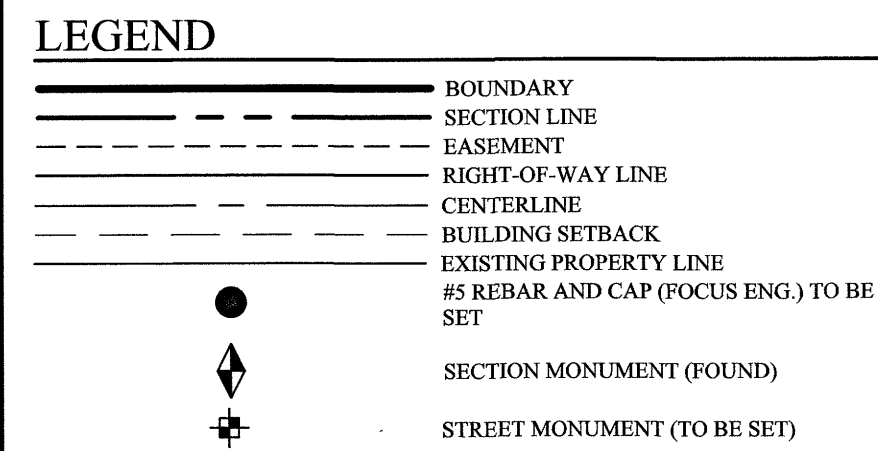
Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



TYPICAL BUILDING SETBACKS
N.T.S.



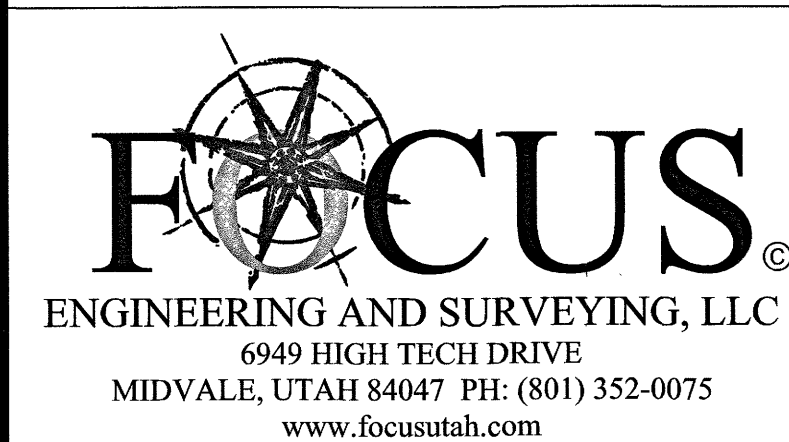
NOTES:

- P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- ALL LOTS MUST RECEIVE APPROVAL FROM THE UTAH COUNTY HEALTH DEPARTMENT FOR A SEPTIC TANK AND DRAIN FIELD PRIOR TO ISSUANCE OF BUILDING PERMITS. FAILURE TO MEET COUNTY REQUIREMENTS MAY RESULT IN LOTS BEING UNBUILDABLE. ANY LOT WITHIN 300 FEET OF AN EXISTING OR FUTURE SEWER MAY BE REQUIRED TO CONNECT TO THE SEWER LINE AT OWNERS EXPENSE.
- 25' DRAIN FIELD CONSTRUCTION AND ACCESS AND MAINTENANCE EASEMENT IN FAVOR OF LOT 509. NO STRUCTURES CAN BE BUILT WITHIN THE EASEMENT FOR ANY PURPOSES OTHER THAN REQUIRED FOR THE SEWER DRAIN FIELD.

PLAT CALCULATIONS	
TOTAL ACREAGE:	31.05+ ACRES
TOTAL ACREAGE IN LOTS:	28.27+ ACRES
TOTAL ACREAGE IN ROW:	2.78 + ACRES
TOTAL OPEN SPACE:	0.00 ± ACRES
TOTAL IMPROVED OPEN SPACE:	0.00 ± ACRES
AVERAGE LOT SIZE:	1.35 ± ACRES
LARGEST LOT SIZE:	3.69 ± ACRES
SMALLEST LOT SIZE:	0.53 ± ACRES
OVERALL DENSITY:	0.68 LOTS/ACRE
TOTAL # OF LOTS:	21 LOTS

DOMINION ENERGY UTAH
Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities provided by law or equity. This approval does not constitute acceptance, approval, or acknowledgement of any terms contained in the plat, including those set forth in the Owner Dedication or in the Notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way department at 800-366-8552.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH
Approved this 24 day of June, 2021. Questar Gas Company
By: *Donna E. Eldridge*
Title: *Pre-Comm*



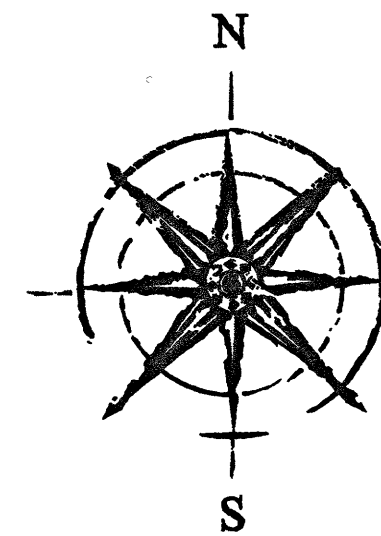
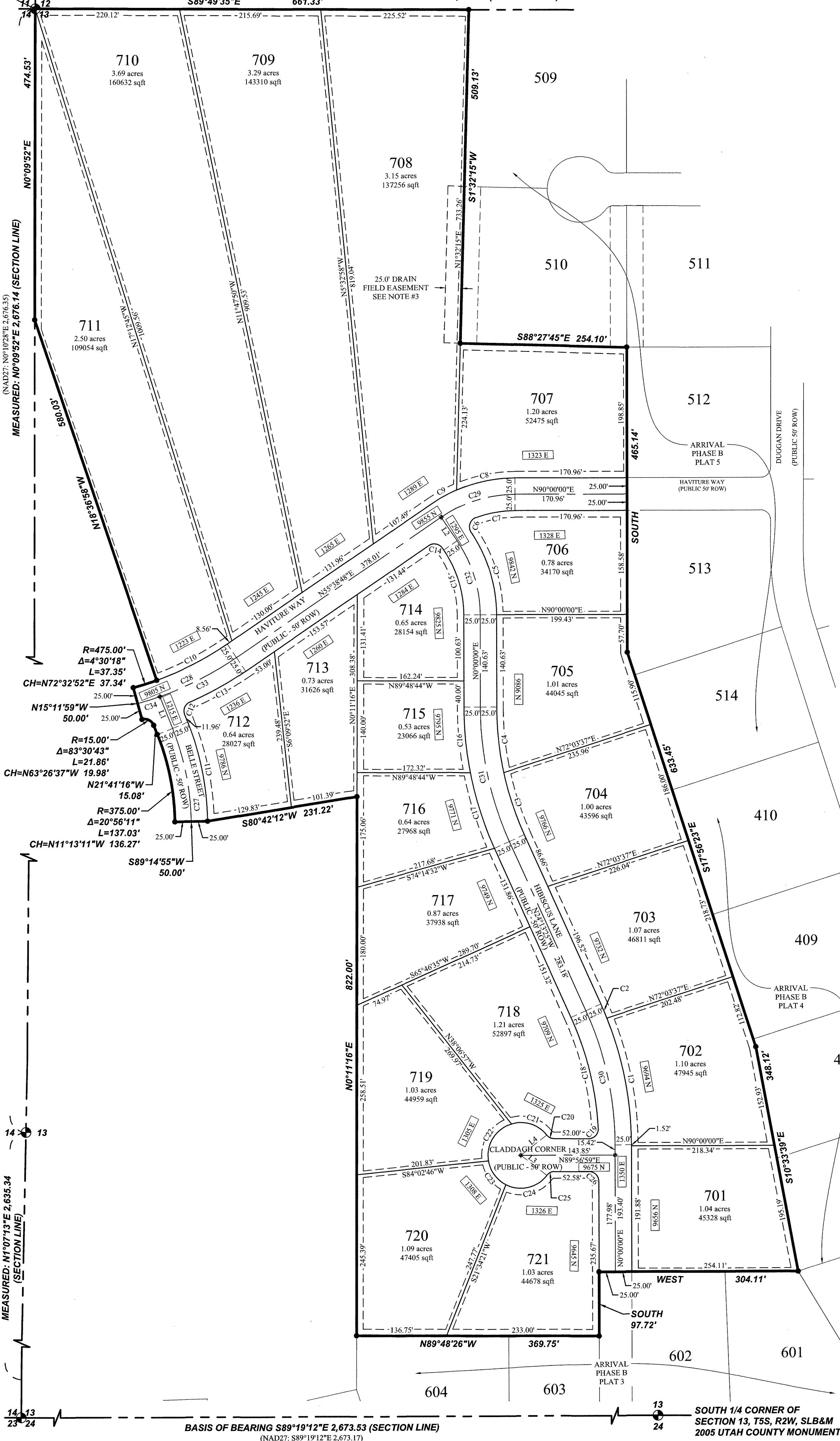
DATE: 09/10/20

NORTHWEST CORNER OF
SECTION 13, T5S, R2W, SLB&M
1959 UTAH COUNTY MONUMENT
POINT OF BEGINNING

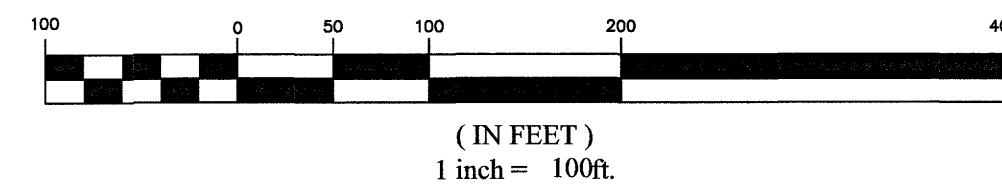
UNITED STATES OF AMERICA
58:044:0001

(NAD27: N89°49'20"E 2,629.19)

MEASURED: S89°49'35"E 2,629.48 (SECTION LINE)



GRAPHIC SCALE



Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C1	525.00	21°39'41"	198.48	N10°49'51"W
C2	525.00	2°33'43"	23.48	N22°56'33"W
C3	475.00	12°04'05"	100.05	N18°11'22"W
C4	475.00	12°09'20"	100.77	N66°04'40"W
C5	225.00	33°57'19"	133.34	N16°58'39"W
C6	15.00	104°04'38"	27.25	N18°05'00"E
C7	175.00	19°52'41"	60.71	N80°03'40"E
C8	225.00	23°19'08"	91.57	S78°20'26"W
C9	225.00	11°02'05"	43.33	S61°09'50"W
C10	475.00	14°38'56"	121.44	S62°58'15"W
C11	425.00	20°56'11"	155.30	N11°13'11"W
C12	15.00	87°59'08"	23.03	N22°18'18"E
C13	525.00	10°39'04"	97.60	N60°58'20"E
C14	15.00	92°57'05"	24.33	S77°52'40"E
C15	175.00	35°13'03"	107.57	S17°36'31"E
C16	525.00	10°59'03"	100.65	S05°29'31"E
C17	525.00	13°14'22"	121.31	S17°36'14"E
C18	475.00	21°09'54"	175.47	S13°38'27"E
C19	15.00	93°00'29"	24.35	S43°26'44"W
C20	15.00	52°01'12"	13.62	N64°02'25"W
C21	50.00	68°31'10"	59.79	N72°17'24"W
C22	50.00	82°39'44"	72.14	S32°07'10"W
C23	50.00	53°20'31"	46.55	S35°52'58"E
C24	50.00	79°31'01"	69.39	N77°41'16"E
C25	15.00	52°01'12"	13.62	N63°50'22"E
C26	15.00	90°03'01"	23.58	S45°01'31"E
C27	400.00	20°56'11"	146.16	N11°13'11"W
C28	500.00	19°09'14"	167.15	N65°13'24"E
C29	200.00	34°21'12"	119.92	N72°49'24"E
C30	500.00	24°13'25"	211.39	N12°06'42"W
C31	500.00	24°13'25"	211.39	N12°06'42"W
C32	200.00	34°21'12"	119.92	N17°10'36"W
C33	500.00	15°04'30"	131.55	N63°11'03"E
C34	500.00	4°04'44"	35.59	N72°45'39"E

Line Table		
LINE	DIRECTION	LENGTH
L1	N21°41'16"W	52.07
L2	N34°21'12"W	43.41
L3	S52°04'14"E	50.00
L4	N51°58'11"E	50.00

OWNER/DEVELOPER
BELLE STREET PARTNERS, LLC
3688 EAST CAMPUS DRIVE SUITE #100
EAGLE MOUNTAIN, UTAH 84005
(801) 789-8000
CONTACT: SCOT HAZARD

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.
By: *Matthew A. Wilford*
DIRECT COMMUNICATIONS
DATE: 6/15/2021

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
By: *Ed Edwards*
ROCKY MOUNTAIN POWER
DATE: 6/15/21

SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 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.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date: 05/26/2021

BOUNDARY DESCRIPTION

A portion of the NW1/4 of Section 13, Township 5 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Northwest Corner of Section 13, T5S, R2W, SLB&M; thence S89°49'35"E along the Section line 661.33 feet to the Northwest Corner of Lot 509, ARRIVAL PHASE "B" PLAT 5, according to the Official Plat thereof recorded December 1, 2020 as Entry No. 190389:2020 in the Office of the Utah County Recorder; thence along said plat the following four (4) courses: 1) S01°32'15"W 509.13 feet; 2) S88°27'45"E 254.10 feet; 3) South 465.14 feet; 4) S17°56'23"E 633.45 feet to a point on the Westerly line of ARRIVAL PHASE B PLAT 4, according to the Official Plat thereof recorded September 19, 2019 as Entry No. 92986:2019 in the Office of the Utah County Recorder; thence S10°33'39"E along said plat 348.12 feet to the Northeasterly Corner of Lot 601, ARRIVAL PHASE B PLAT 6, according to the Official Plat thereof recorded March 8, 2019 as Entry No. 19234:2019 in the Office of the Utah County Recorder; thence along said plat the following three (3) courses: 1) West 304.11 feet; 2) South 97.72 feet; 3) N89°48'26"W 369.75 feet; thence N00°11'16"E 822.00 feet; thence S80°42'12"W 231.22 feet; thence S89°14'55"W 50.00 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 375.00 feet (radius bears: S89°14'55"W) a distance of 137.03 feet through a central angle of 20°56'11" Chord: N11°13'11"W 136.27 feet; thence N21°41'16"W 15.08 feet; thence along the arc of a curve to the left with a radius of 15.00 feet a distance of 21.86 feet through a central angle of 83°30'43" Chord: N63°26'37"W 19.98 feet; thence N15°11'59"W 50.00 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 475.00 feet (radius bears: N15°11'59"W) a distance of 37.35 feet through a central angle of 04°30'18" Chord: N72°32'52"E 37.34 feet; thence N18°36'58"W 580.03 feet to the Section line; thence N00°09'52"E along the Section line 474.53 feet to the point of beginning.

Contains: 31.05 acres +/-

OWNER'S DEDICATION

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

OWNER(S):
PRINTED NAME OF OWNER: SCOT HAZARD
AUTHORIZED SIGNATURE(S): *Scott Hazard*
BY: *Scott Hazard*
ITS: MANAGER June 15, 2021
BELLE STREET PARTNERS, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH S.S.
COUNTY OF UTAH
ON THE 15 DAY OF June A.D. 2021 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF Utah, ANDREA ALLEN, IN SAID STATE OF UTAH, *Scott Hazard* WHO, AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE *Manager* OF *Belle Street Partners, LLC*, AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 3/9/24
#711064 *Utah County*
NOTARY ADDRESS
APPROVED BY MAYOR: *Scott Hazard*
A NOTARY PUBLIC COMMISSIONED IN UTAH
By: *Forrester B. Karpas*
PRINTED FULL NAME OF NOTARY

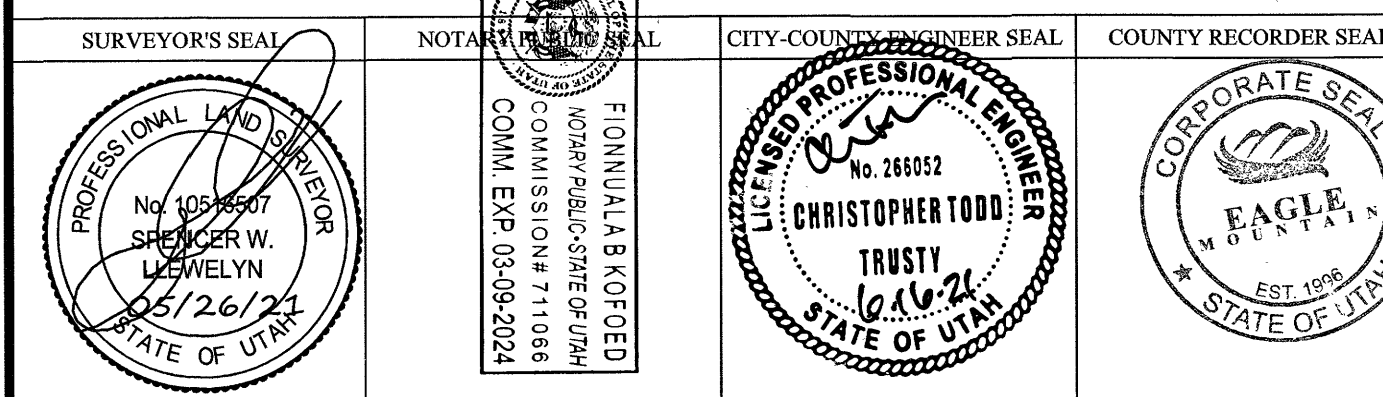
ACCEPTANCE BY LEGISLATIVE BODY

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 22 DAY OF June, 2021.

APPROVED BY MAYOR: *Scott Hazard*
APPROVED BY CITY ATTORNEY: *Scott Hazard*
APPROVED BY CITY ENGINEER (SEE SEAL BELOW): *Scott Hazard*
ATTEST BY CITY RECORDER (SEE SEAL BELOW): *Scott Hazard*

PHASE "B" PLAT 7 ARRIVAL SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 13, T5S, R2W, SLB&M
EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH
SCALE: 1"=100'





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

Thursday, March 17, 2022

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

SUBJECT: **Arrival phase "B" plat 8 into warranty Bond Release**

City Recorder:

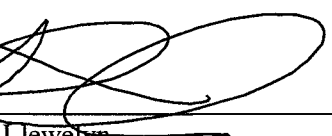
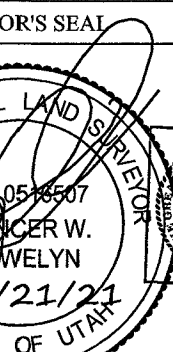
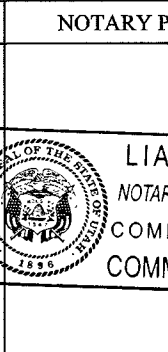
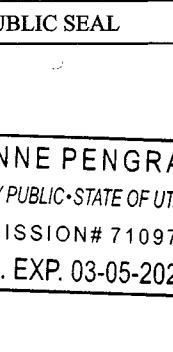
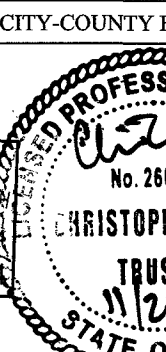
The above referenced subdivision has completed all the required improvements as of this date. With the approval of the installed infrastructure, we are recommending this subdivision begin the required one-year warranty period. A reduced bond letter has been generated, reducing all bond items which have 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

SURVEYOR'S CERTIFICATE I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements and have subdivided said tract of land into lots, blocks, and streets, together with easements, and the same has, or will be correctly surveyed, and monumented on the ground as shown on this Plat, and that this Plat is true and correct.  Spencer W. Llewellyn Professional Land Surveyor Certificate No. 10516507 05/21/2021 Date			
BOUNDARY DESCRIPTION A portion of the NW1/4 of Section 13, Township 5 South, Range 2 West, Salt Lake Base and Meridian, Eagle Mountain, Utah, more particularly described as follows: Beginning at the Northwest Corner of Lot 606, ARRIVAL PHASE B PLAT 6, according to the Official Plat thereof on file in the Office of the Utah County Recorder, located N00°09'52"E along the Section line 549.19 feet from the West 1/4 Corner of Section 13, T5S, R2W, SLB&M; thence N00°09'52"E along the Section line 1,652.41 feet; thence S18°36'58"E 580.03 feet; thence Westerly along the arc of a non-tangent curve to the right having a radius of 475.00 feet (radius bears: N19°42'17"W) a distance of 37.35 feet through a central angle of 04°30'18" Chord: S72°32'52"W 37.34 feet; thence S15°11'59"E 50.00 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S15°11'59"E) a distance of 21.86 feet through a central angle of 83°30'43" Chord: S63°26'37"E 19.98 feet; thence S21°41'16"E 15.08 feet; thence along the arc of a curve to the right with a radius of 375.00 feet a distance of 137.03 feet through a central angle of 20°56'11" Chord: S11°13'11"E 136.27 feet; thence N89°14'55"E 50.00 feet; thence N80°42'12"E 231.22 feet; thence S00°11'16"W 903.85 feet to the Northeast Corner of Lot 605, of said ARRIVAL PHASE B PLAT 6; thence along said plat the following three (3) courses: 1) S77°24'24"W 231.06 feet; 2) Northerly along the arc of a non-tangent curve to the right having a radius of 475.00 feet (radius bears: N84°06'38"E) a distance of 36.50 feet through a central angle of 04°24'11" Chord: N03°41'16"W 36.49 feet; 3) S88°30'49"W 264.81 feet to the point of beginning. Contains: 12.26 acres +/-			
OWNER'S DEDICATION WE, THE UNDERSIGNED OWNERS OF ALL THE REAL PROPERTY DEPICTED ON THIS PLAT AND DESCRIBED IN THE SURVEYORS CERTIFICATE ON THIS PLAT, HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE DIVIDED INTO LOTS, STREETS, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC USES AS DESIGNATED ON THE PLAT AND NOW DO HEREBY DEDICATE UNDER THE PROVISIONS OF 10-9A-607, UTAH CODE, WITHOUT CONDITION, RESTRICTION OR RESERVATION TO EAGLE MOUNTAIN CITY, UTAH, ALL STREETS, WATER, SEWER AND OTHER UTILITY EASEMENTS AND IMPROVEMENTS, OPEN SPACES SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS REQUIRED BY THE DEVELOPMENT AGREEMENT BETWEEN THE UNDERSIGNED AND EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF. OWNER(S): PRINTED NAME OF OWNER 12/10/21 AUTHORIZED SIGNATURE(S) BY: <u>Scott HAZARD</u> ITS: <u>MANAGER</u> BELLE STREET PARTNERS, LLC			
LIMITED LIABILITY ACKNOWLEDGMENT STATE OF UTAH S.S. COUNTY OF UTAH ON THE <u>10</u> DAY OF <u>December</u>, A.D. 20<u>21</u>, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF <u>Utah</u>, IN SAID STATE OF UTAH, <u>Scott Hazard</u>, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE <u>Manager</u> OF <u>Belle Street Partners, LLC</u>, AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED. MY COMMISSION EXPIRES <u>03.05.2024</u> COMMISSION #: <u>710974</u> <u>Eagle Mountain, Utah</u> NOTARY ADDRESS <u>Lianne Pengra</u> 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 <u>13</u> DAY OF <u>November</u>, 20<u>21</u>. <u>Spencer W. Llewellyn</u> APPROVED BY MAYOR <u>Christopher Todd</u> APPROVED BY CITY ATTORNEY <u>Spencer W. Llewellyn</u> APPROVED BY CITY ENGINEER (SEE SEAL BELOW) <u>H.S. Galt</u> ATTEST BY CITY RECORDER (SEE SEAL BELOW)			
PHASE "B" PLAT 8 ARRIVAL SUBDIVISION LOCATED IN THE NORTHWEST CORNER OF SECTION 13, T5S, R2W, SLB&M EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH SCALE: 1"=100			
SURVEYOR'S SEAL 	NOTARY PUBLIC SEAL 	CITY-COUNTY ENGINEER SEAL 	COUNTY RECORDER SEAL 



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

Monday, March 21, 2022

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

SUBJECT: Eagle Point phase "G" 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
Eagle Point phase G plat 2 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 131,758.97
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 94,599.00
Amount Remaining in Bond:	\$ 37,159.97

Bond Releases Summary	
#1	\$ 94,599.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 94,599.00

3/29/2022

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SWPPP										
a	Swppp	1	0.1	LS	\$3,000.00	\$300.00	0	1	100%	\$300.00	\$300.00
2	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	34020	34020	SF	\$1.20	\$40,824.00	0	34020	100%	\$40,824.00	\$40,824.00
b	6 inch Road base(also behind curb)	41899	0	SF	\$0.55	\$0.00	0	41899	100%	\$0.00	\$0.00
c	9 inch sub-base(e-fill)behind curb)	41899	0	SF	\$0.75	\$0.00	0	41899	100%	\$0.00	\$0.00
d	30" curb & gutter	2251	0	LF	\$21.00	\$0.00	0	2251	100%	\$0.00	\$0.00
e	5' Sidewalk	2223	2223	LF	\$21.00	\$46,683.00	0	2223	100%	\$46,683.00	\$46,683.00
f	8' multiuse path	92	92	LF	\$36.00	\$3,312.00	0	92	100%	\$3,312.00	\$3,312.00
g	Street signs	1	1	EA	\$200.00	\$200.00	0	1	100%	\$200.00	\$200.00
h	Stop signs	1	1	EA	\$200.00	\$200.00	0	1	100%	\$200.00	\$200.00
i	ADA access ramps	2	2	EA	\$650.00	\$1,300.00	0	2	100%	\$1,300.00	\$1,300.00
3	CULINARY WATER										
a	8" culinary water c-900 w/fittings	1168	0	LF	\$28.00	\$0.00	0	1168	100%	\$0.00	\$0.00
b	Fire Hydrant	2	0	EA	\$4,200.00	\$0.00	0	2	100%	\$0.00	\$0.00
c	8" gate valves	3	0.3	EA	\$1,400.00	\$420.00	0	3	100%	\$420.00	\$420.00
d	connect to existing water	2	0	EA	\$1,400.00	\$0.00	0	2	100%	\$0.00	\$0.00
e	3/4" water service	31	0	EA	\$1,100.00	\$0.00	0	31	100%	\$0.00	\$0.00
f	2" blow off	1	0	EA	\$1,000.00	\$0.00	0	1	100%	\$0.00	\$0.00
4	STORM DRAIN										
a	15" storm drain	785	0	LF	\$25.00	\$0.00	0	785	100%	\$0.00	\$0.00
b	Combo box	2	0	EA	\$3,100.00	\$0.00	0	2	100%	\$0.00	\$0.00
c	60" manhole	1	0.1	EA	\$3,000.00	\$300.00	0	1	100%	\$300.00	\$300.00
d	Catch basin	2	0	EA	\$2,300.00	\$0.00	0	2	100%	\$0.00	\$0.00
5	SEWER										
a	8" Sewer pipe	1037	0	LF	\$26.00	\$0.00	0	1037	100%	\$0.00	\$0.00
b	4" sewer laterals	31	0	EA	\$650.00	\$0.00	0	31	100%	\$0.00	\$0.00
c	60" sewer manhole	1	0.1	EA	\$2,800.00	\$280.00	0	1	100%	\$280.00	\$280.00
d	48" sewer manholes	3	0.3	EA	\$2,600.00	\$780.00	0	3	100%	\$780.00	\$780.00
TOTAL CONSTRUCTION COST						\$94,599.00					
Original 10% Bond Coverage						\$37,159.97					
TOTAL BOND AMOUNT:						\$131,758.97					
							Released this Period			\$94,599.00	

Christopher T. Trusty P.E.
Engineering Director

3/29/22
Date

Robert Ballif
Engineering Tech. 1

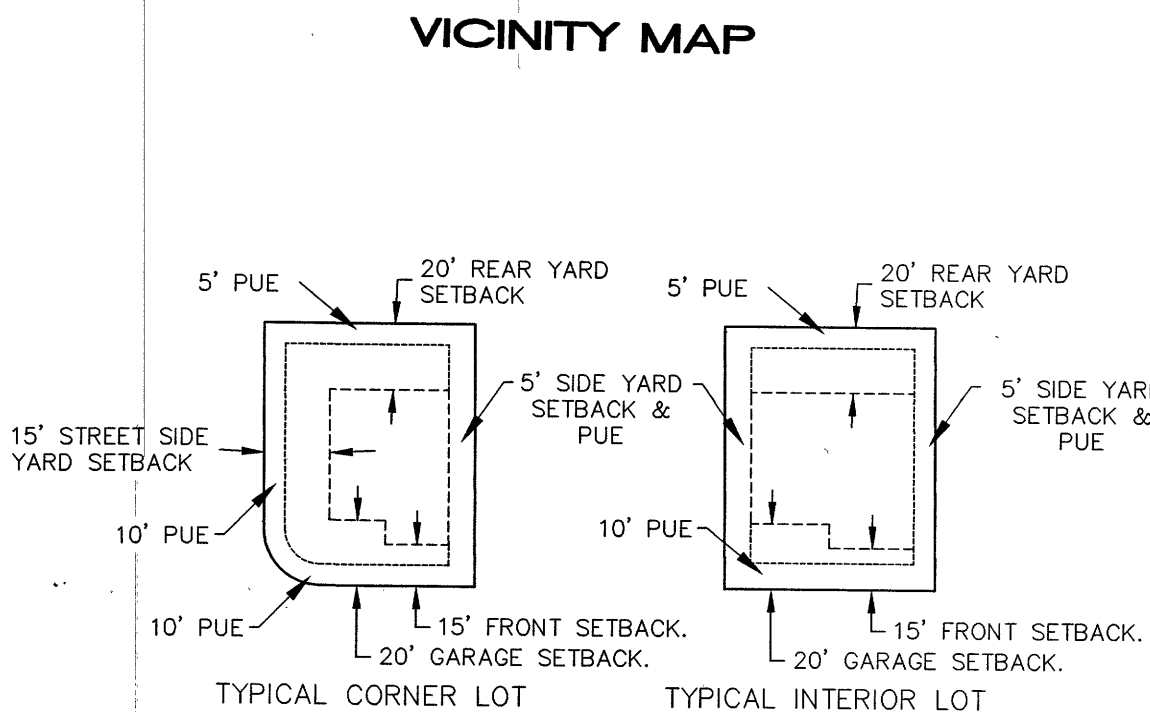
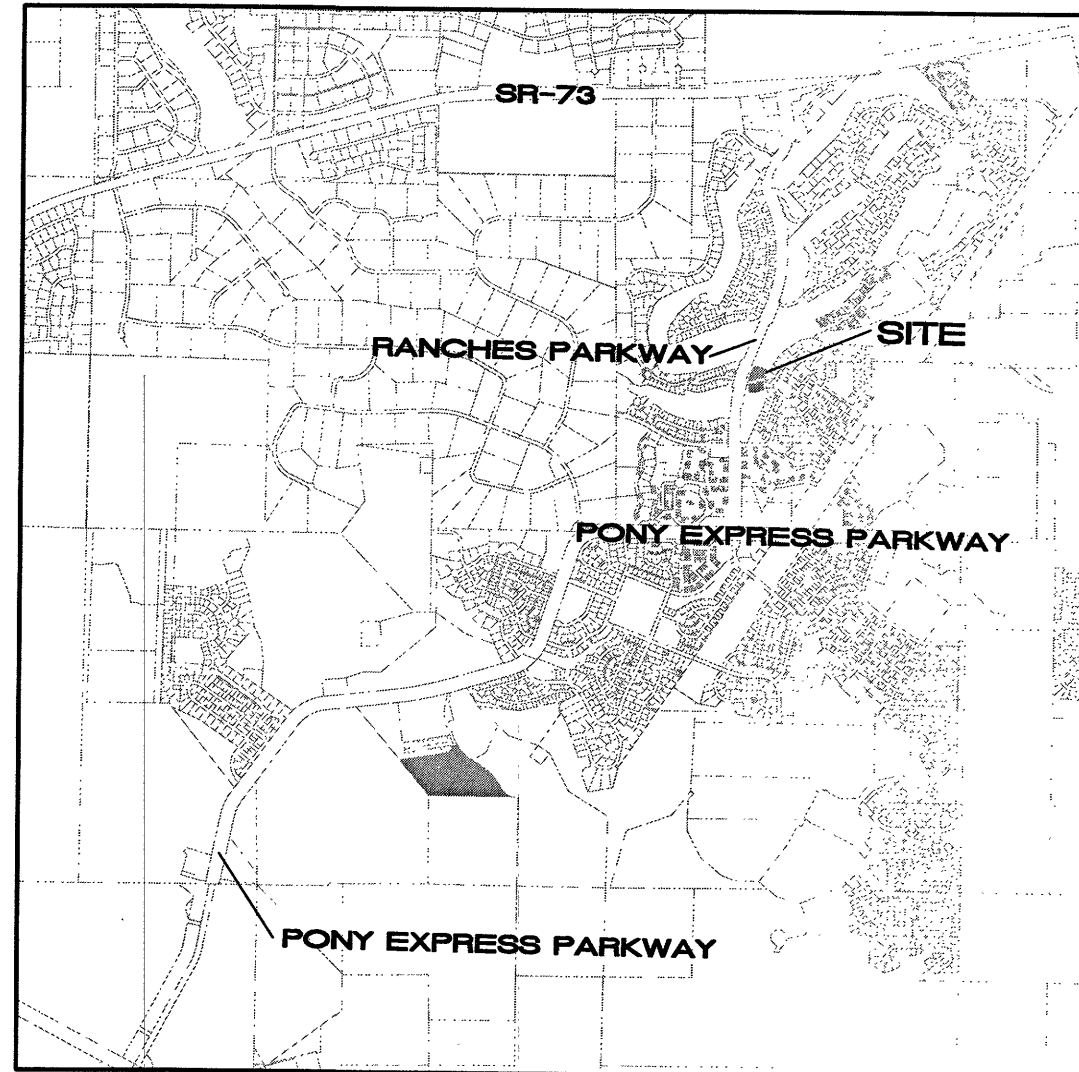
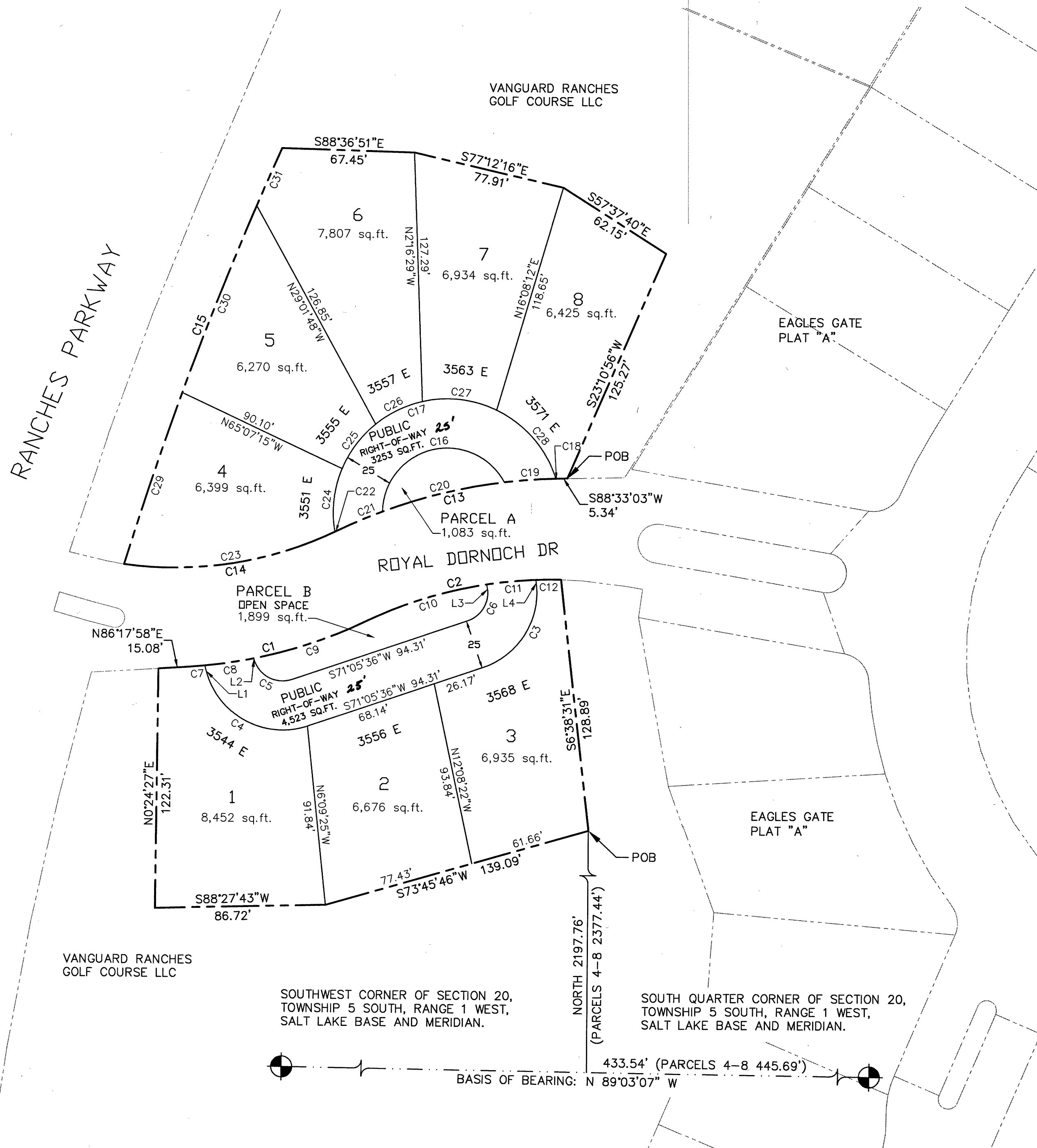
3/29/22
Date

RANCHES ESTATES PLAT "A"

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	93.33	240.00	22°16'52"	92.74 N75°09'32"E
C2	103.14	220.00	26°51'40"	102.20 N77°26'56"E
C3	55.11	40.00	78°56'34"	50.86 N31°37'18"E
C4	65.56	40.00	93°54'37"	58.47 S61°57'06"E
C5	24.59	15.00	93°54'37"	21.92 S61°57'06"E
C6	20.67	15.00	78°56'34"	19.07 N31°37'18"E
C7	8.59	240.00	2°02'59"	8.59 N85°16'29"E
C8	25.16	240.00	6°00'24"	25.15 N81°14'47"E
C9	59.58	240.00	14°13'29"	59.43 N71°07'51"E
C10	65.29	220.00	17°00'10"	65.05 S72°31'11"W
C11	25.03	220.00	6°31'08"	25.02 S84°16'50"W
C12	12.82	220.00	3°20'22"	12.82 S89°12'35"W
C13	116.49	268.00	24°54'15"	115.57 S76°05'57"W
C14	110.70	187.00	33°55'08"	109.09 S80°36'23"W
C15	227.19	1897.00	6°51'43"	227.05 N20°14'52"E
C16	86.75	33.00	150°36'56"	63.84 S75°59'45"W
C17	174.29	58.00	172°10'33"	115.73 S75°59'47"W
C18	0.40	268.00	0°05'11"	0.40 S88°30'29"W
C19	26.33	268.00	5°37'43"	26.32 S85°39'02"W
C20	63.99	268.00	13°40'52"	63.84 S75°59'44"W
C21	25.76	268.00	5°30'29"	25.75 S66°24'04"W
C22	0.56	187.00	0°10'21"	0.56 N63°43'59"E
C23	110.14	187.00	33°44'47"	108.56 N80°41'33"E
C24	32.89	58.00	32°29'12"	32.45 S6°09'06"W
C25	28.65	58.00	28°18'19"	28.36 S36°32'52"W
C26	26.50	58.00	26°10'39"	26.27 S63°47'21"W
C27	38.89	58.00	38°24'47"	38.16 N83°54'56"W
C28	47.37	58.00	46°47'36"	46.06 N41°18'44"W
C29	92.36	1897.00	2°47'22"	92.35 S181°24'42"W
C30	102.73	1897.00	3°06'10"	102.72 S21°09'28"W
C31	32.10	1897.00	0°58'10"	32.10 S23°11'38"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	2.96	N14°59'47"W
L2	0.22	N14°59'47"W
L3	2.51	S75°59'47"E
L4	1.58	S75°59'47"E



LAND USE	
TOTAL ACREAGE:	1.53 acres
ACREAGE IN LOTS:	1.28 acres
ACREAGE IN ROADS:	0.18 acres
ACREAGE IN OPEN SPACE:	0.07 acres
AVE. SINGLE FAMILY LOT:	6,970 SF
TOTAL LOTS:	8 LOTS
LARGEST SINGLE FAMILY LOT:	8,452 SF
SMALLEST SINGLE FAMILY LOT:	6,270 SF
UNIT DENSITY:	5.2 LOTS PER ACRE

ROCKY MOUNTAIN POWER APPROVAL

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

2. Pursuant to Utah Code Ann 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under.

(1). A recorded easement of right of way

(2). The law applicable to prescriptive rights

(3). Title 54, Chapter 8a, Damage to Underground Utility Facilities

(4). Any other provision of law

ROCKY MOUNTAIN POWER
DATE 9/16/21

DOMINION GAS COMPANY APPROVAL

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

Approved this 1 day of September 20 21 Dominion Gas Company
By: [Signature] Title: Pre-Conn

NOTES:

1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.

2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.

3- PRIVACY FENCING FACING RANCHES PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG RANCHES PARKWAY.

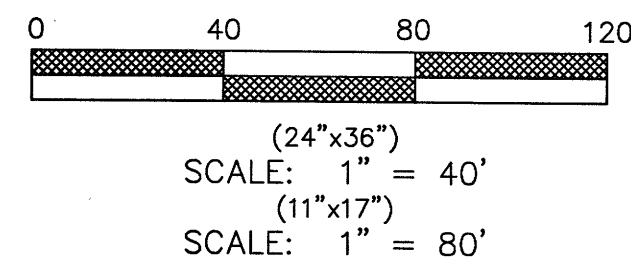
4-PARCELS A, B AND RIGHT-OF-WAYS DEDICATED TO EAGLE MOUNTAIN CITY.

5- Lots 2, 3, 7 and 8 are required to be single story homes.

DIRECT COMMUNICATIONS APPROVAL

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

[Signature]
DIRECT COMMUNICATIONS
DATE 9/16/21



TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

Parcels 1-3
Beginning at a point which is North 89°03'07" West 433.54 feet along section line and North 2197.76 feet from the South Quarter Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 73°45'46" West 139.09 feet; thence South 88°27'43" West 86.72 feet; thence North 00°24'27" East 122.31 feet; thence North 86°17'58" East 15.08 feet; thence Northeasterly 93.33 feet along the arc of a 240 foot radius curve to the left, through a central angle of 22°16'52", the chord of which bears North 75°09'32" East 92.74 feet; thence Northeasterly 103.14 feet along the arc of a 220 foot radius curve to the right, through a central angle of 26°51'40", the chord of which bears North 77°26'56" East 102.20 feet; thence South 06°58'31" East 128.89 feet to the point of beginning. Parcel contains: 28,485 sq.ft.

Parcels 4-8
Beginning at a point which is North 89°03'07" West 445.69 feet along section line and North 2377.44 feet from the South Quarter Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 88°33'03" West 5.34 feet; thence Southwesterly 116.49 feet along the arc of a 268 foot radius curve to the left, through a central angle of 24°54'15", the chord of which bears South 76°05'57" West 115.57 feet; thence Southwesterly 110.70 feet along the arc of a 187 foot radius curve to the right, through a central angle of 33°55'08", the chord of which bears South 80°36'23" West 109.09 feet; thence Northeasterly 227.19 feet along the arc of a 1897 foot radius curve to the right, through a central angle of 06°51'43", the chord of which bears North 20°14'52" East 227.05 feet; thence South 88°36'51" East 67.45 feet; thence South 77°12'16" East 77.91 feet; thence South 57°37'40" East 62.15 feet; thence South 23°10'56" West 125.27 feet to the point of beginning. Parcel contains: 38,172 sq.ft.

Basis of Bearing: the line between the South Quarter Corner and the Southwest Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°03'07" West (NAD 83).

AUG 27, 2021
DATE

[Signature]
SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof.

OWNER(S):
PRINTED: RS Development LLC

AUTHORIZED SIGNATURE:
[Signature]
PRINTED NAME OF NOTARY: Al Rabinetti 2/6/22

ACKNOWLEDGEMENT

On the 26 day of Feb 2022, I personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 12-15-23
709307
COMMISSION NUMBER

[Signature]
NOTARY PUBLIC SIGNATURE
Dorian Rammell
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the personal use of the public this 22 day of March 2021

APPROVED BY MAYOR:
[Signature]
APPROVED BY CITY ENGINEER:
[Signature]
(See Seal Below)

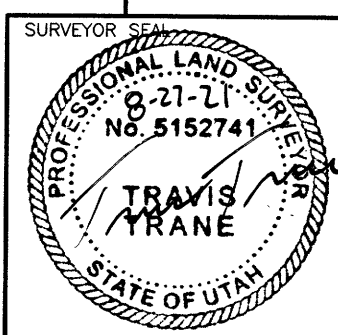
APPROVED BY CITY ATTORNEY:
[Signature]
ATTEST BY CITY RECORDER:
[Signature]
(See Seal Below)

PLAT "A"

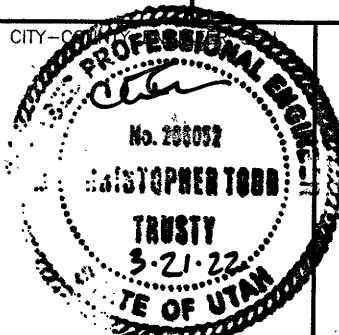
RANCHES ESTATES

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN, UTAH COUNTY, UTAH



NOTARY PUBLIC SEAL



ENT. 39082/2022 Map # 18251
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Map 29 3449 pm FEE 70.00 BY LT
RECORDED FOR EAGLE MOUNTAIN CITY

SE-20, T5S, R1W TU 38 PR



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

Monday, October 11, 2021

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

SUBJECT: Ranches Estates plat "A" 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
Ranches Estates plat "A"
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 25,755.82
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 156.00
Amount Remaining in Bond:	\$ 25,599.82

Bond Releases Summary	
#1	\$ 156.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 156.00

10/11/2021

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SWPPP										
a	Curb inlet protection	3	0	EA	\$154.00	\$0.00	0	0	0%	\$0.00	\$0.00
b	Construction entrance	1750	0	SF	\$2.10	\$0.00	0	0	0%	\$0.00	\$0.00
2	EARTHWORK										
a	Clear & grub	10250	0	SF	\$0.07	\$0.00	0	0	0%	\$0.00	\$0.00
b	Mass ex. cut & fill	190	0	CY	\$4.35	\$0.00	0	0	0%	\$0.00	\$0.00
c	Haul and grade trench spoils	2060	0	CY	\$4.90	\$0.00	0	0	0%	\$0.00	\$0.00
d	Rough grade	9025	0	SF	\$0.10	\$0.00	0	0	0%	\$0.00	\$0.00
3	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	6330	0	SF	\$2.00	\$0.00	0	0	0%	\$0.00	\$0.00
b	6 inch Road base(1 ft. behind curb)	6330	0	SF	\$1.40	\$0.00	0	0	0%	\$0.00	\$0.00
c	9 inch sub-base(e-fill)(1 ft. behind curb)	9025	0	SF	\$0.86	\$0.00	0	0	0%	\$0.00	\$0.00
d	Type "F" curb w/6" base	626	0	LF	\$8.75	\$0.00	0	0	0%	\$0.00	\$0.00
e	30" type "F" curb	626	0	LF	\$21.70	\$0.00	0	0	0%	\$0.00	\$0.00
f	Drive approach	509	0	SF	\$9.55	\$0.00	0	0	0%	\$0.00	\$0.00
g	Asphalt sawcut	138	0	LF	\$1.50	\$0.00	0	0	0%	\$0.00	\$0.00
h	Concrete curb & gutter removal	138	0	LF	\$8.75	\$0.00	0	0	0%	\$0.00	\$0.00
4	CULINARY WATER										
a	Fire Hydrant, hot tap	1	0	EA	\$11,995.00	\$0.00	0	0	0%	\$0.00	\$0.00
b	3/4" water service, on existing main	8	0	EA	\$1,612.00	\$0.00	0	0	0%	\$0.00	\$0.00
c	Import fill	185	0	TON	\$13.20	\$0.00	0	0	0%	\$0.00	\$0.00
d	Asphalt sawcut, remove & replace	1270	0	SF	\$8.20	\$0.00	0	0	0%	\$0.00	\$0.00
e	30" curb & gutter, remove & replace	70	0	LF	\$72.60	\$0.00	0	0	0%	\$0.00	\$0.00
5	SEWER										
a	8" pvc sewer	530	0	LF	\$48.70	\$0.00	0	0	0%	\$0.00	\$0.00
b	4" PVC sewer lateral	8	0	EA	\$1,216.00	\$0.00	0	0	0%	\$0.00	\$0.00
c	60" manholes	1	0	EA	\$4,747.00	\$0.00	0	0	0%	\$0.00	\$0.00
d	48" manholes	3	0	EA	\$4,227.00	\$0.00	0	0	0%	\$0.00	\$0.00
e	60" manhole existing	1	0	EA	\$6,429.00	\$0.00	0	0	0%	\$0.00	\$0.00
f	Import fill	2550	0	TON	\$13.20	\$0.00	0	0	0%	\$0.00	\$0.00
g	Asphalt sawcut, remove & replace	5340	0	SF	\$7.20	\$0.00	0	0	0%	\$0.00	\$0.00
h	30" curb & gutter, remove & replace	30	0	LF	\$72.60	\$0.00	0	0	0%	\$0.00	\$0.00
6	MISC.										
a	Compaction testing	1	0.05	LS	\$3,120.00	\$156.00	0	1	100%	\$156.00	\$156.00
b	Traffic control	1	0	LS	\$5,069.00	\$0.00	0	0	0%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$156.00					
Original 10% Bond Coverage						\$25,599.82					
TOTAL BOND AMOUNT:						\$25,755.82	Released this Period			\$156.00	

Christopher T. Trusty P.E.
Engineering Director

Date

Robert Ballif
Engineering Tech. 1

10/11/21
Date

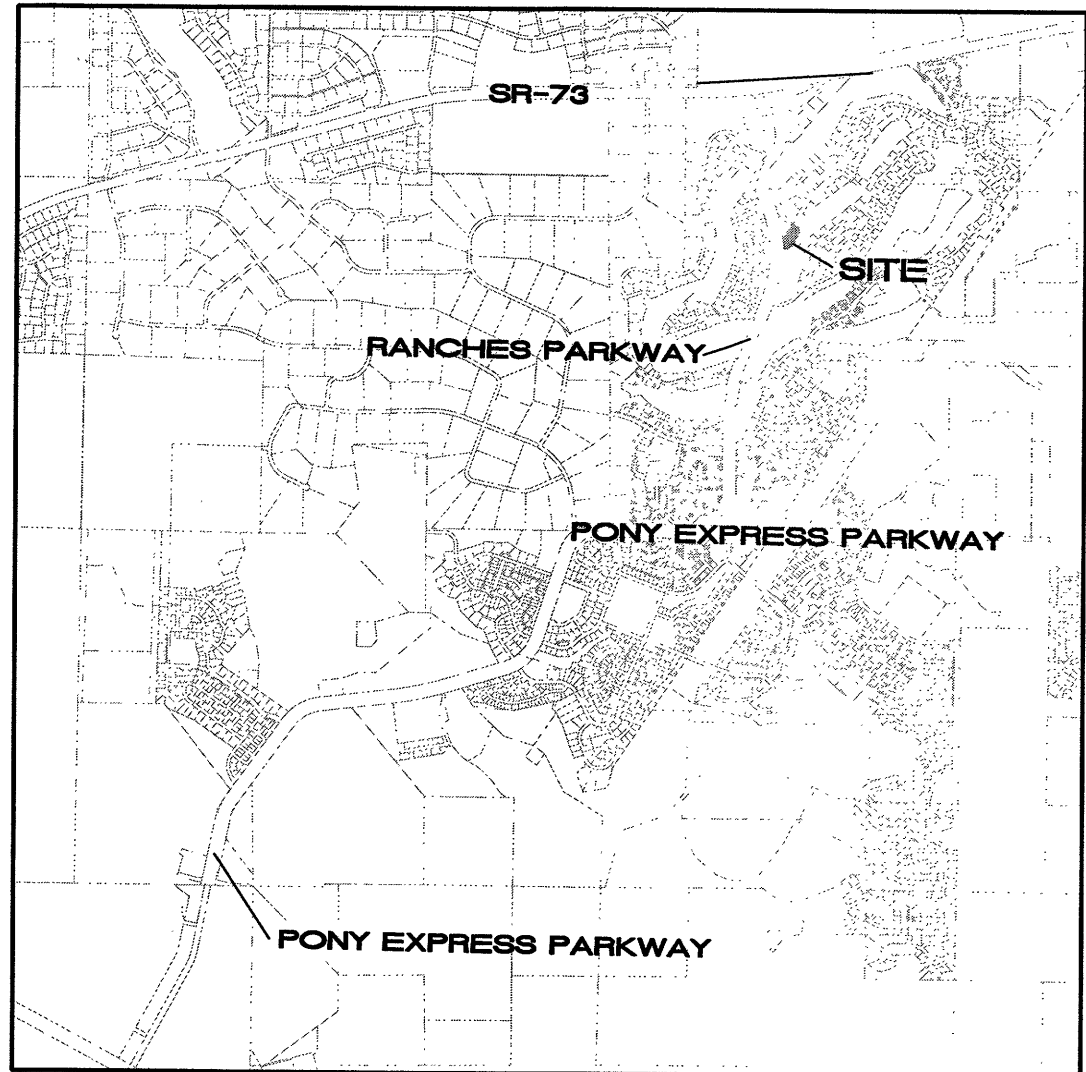
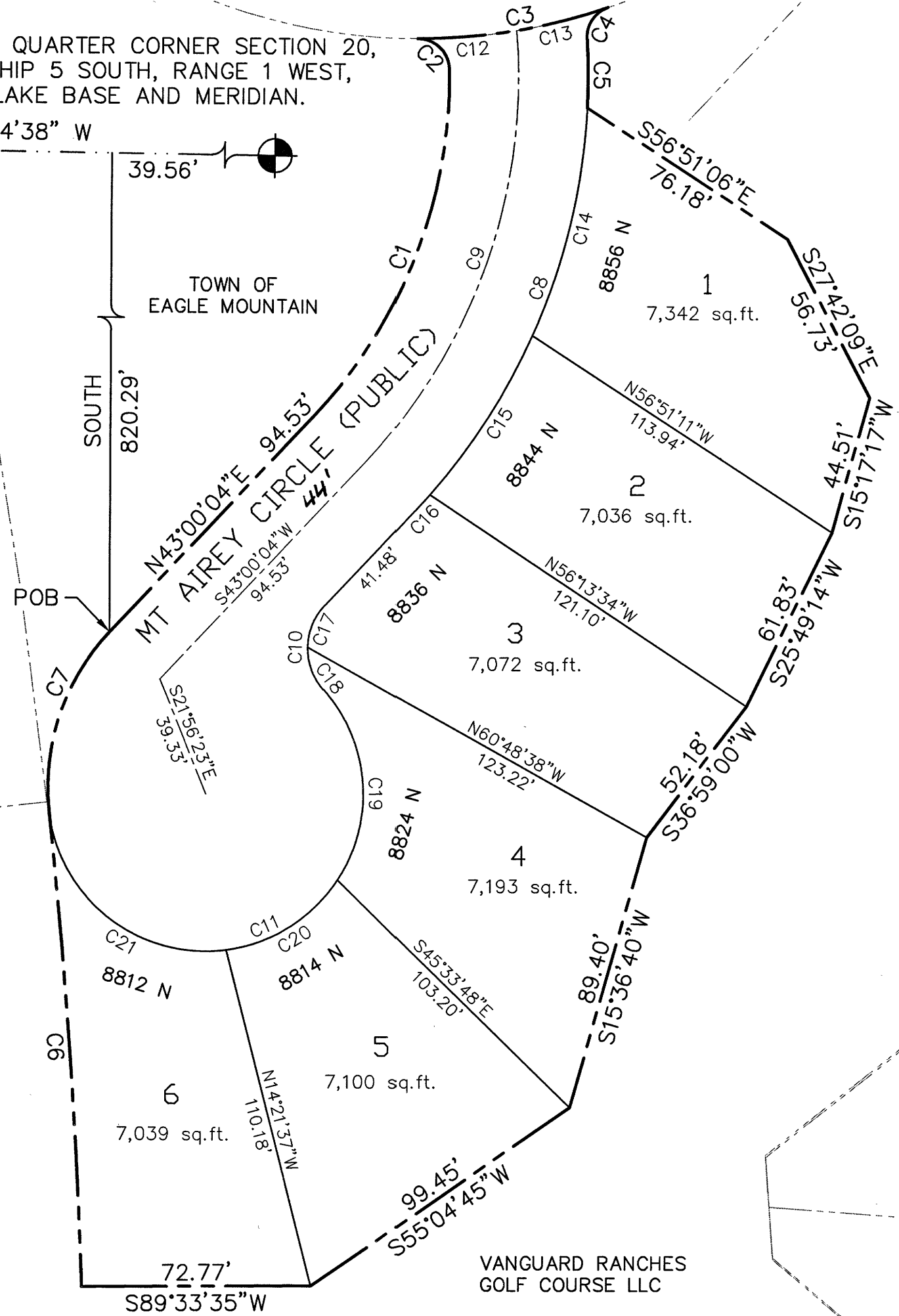
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	121.21	157.00	44°14'10"	118.23	N20°52'59"E
C2	15.49	10.00	88°46'33"	13.99	N45°37'23"W
C3	61.44	185.00	19°01'48"	61.16	N80°28'27"E
C4	13.04	10.00	74°43'10"	12.14	S33°35'58"W
C5	21.98	201.00	6°15'53"	21.97	S0°37'40"E
C6	151.80	2103.00	4°08'09"	151.77	N4°11'36"W
C7	61.90	72.00	49°15'45"	60.02	N18°22'11"E
C8	164.04	201.00	46°45'41"	159.53	N19°37'13"E
C9	150.21	179.00	48°04'49"	145.84	N18°57'39"E
C10	29.59	20.00	84°46'51"	26.97	S0°36'38"W
C11	188.06	50.00	21°53'09"	95.24	N6°58'17"E
C12	31.49	185.00	9°45'05"	31.45	N85°08'48"E
C13	29.96	185.00	9°16'43"	29.93	N75°35'54"E
C14	74.91	201.00	21°21'12"	74.48	N13°10'52"E
C15	60.23	201.00	17°10'07"	60.00	N32°26'32"E
C16	6.93	201.00	1°58'28"	6.93	N42°00'50"E
C17	14.80	20.00	42°23'25"	14.46	S21°48'21"W
C18	14.80	20.00	42°23'25"	14.46	S20°35'04"E
C19	65.09	50.00	74°35'11"	60.59	N42°29'11"W
C20	43.05	50.00	49°19'47"	41.73	N57°28'18"E
C21	79.92	50.00	91°35'10"	71.68	S52°04'14"E

NORTH WEST CORNER SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

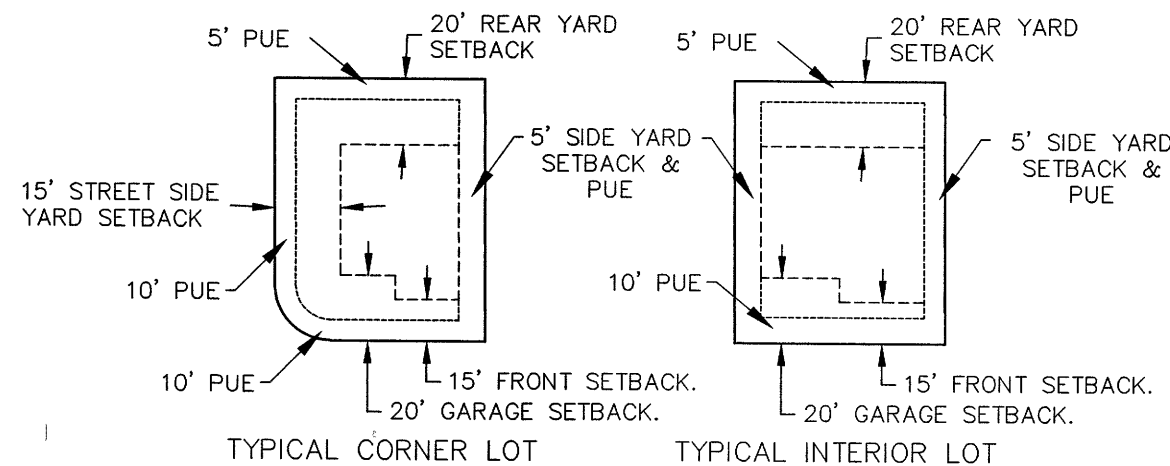
NORTH QUARTER CORNER SECTION 20,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

RANCHES PARKWAY

MT AIREY DR.



VICINITY MAP



SETBACK AND EASEMENT DETAIL

-NTS-

LAND USE	
TOTAL ACREAGE:	1.40 acres
ACREAGE IN LOTS:	0.98 acres
ACREAGE IN ROADS:	0.42 acres
ACREAGE IN OPEN SPACE:	N/A
AVE. SINGLE FAMILY LOT:	7,130 SF
TOTAL LOTS:	6 LOTS
LARGEST SINGLE FAMILY LOT:	7,342 SF
SMALLEST SINGLE FAMILY LOT:	7,036 SF
UNIT DENSITY:	4.3 LOTS PER ACRE

0 40 80 120

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

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

Beginning at a point which is North 89°04'38" West 39.56 feet along section line and South 820.29 feet from the North Quarter Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 43°00'04" East 94.53 feet; thence Northeasterly 121.21 feet along the arc of a 157 foot radius curve to the left, through a central angle of 44°14'10", the chord of which bears North 20°52'59" East 118.23 feet; thence Northeasterly 15.49 feet along the arc of a 10 foot radius curve to the left, through a central angle of 88°46'33", the chord of which bears North 45°37'23" West 13.99 feet; thence Easterly 61.44 feet along the arc of a 185 foot radius curve to the left, through a central angle of 19°01'48", the chord of which bears North 80°28'27" East 61.16 feet; thence Southwesterly 13.04 feet along the arc of a 10 foot radius curve to the left, through a central angle of 74°43'10", the chord of which bears South 33°35'58" West 12.14 feet; thence Southerly 21.98 feet along the arc of a 201 foot radius curve to the right, through a central angle of 06°15'53", the chord of which bears South 00°37'40" East 21.97 feet; thence South 56°51'06" East 76.18 feet; thence South 27°42'09" East 56.73 feet; thence South 15°17'17" West 44.51 feet; thence South 25°49'14" West 61.83 feet; thence South 36°59'00" West 52.18 feet; thence South 15°36'40" West 89.40 feet; thence South 55°04'45" West 99.45 feet; thence South 89°33'35" West 72.77 feet; thence Northerly 151.80 feet along the arc of a 2103 foot radius curve to the left, through a central angle of 04°08'09", the chord of which bears North 04°11'36" West 151.77 feet; thence Northeasterly 61.90 feet along the arc of a 72 foot radius curve to the right, through a central angle of 49°15'45", the chord of which bears North 18°22'11" East 60.02 feet to the point of beginning.

Parcel contains: 61,060 sq.ft.

Basis of Bearing: the line between the North Quarter Corner and the Northwest Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°04'38" West (NAD 83).

AUG 27, 2021
DATE

Travis Trane
SURVEYOR
(See Seal Below)

OWNER'S DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

OWNER(S):
PRINTED: RS Development, LLC

AUTHORIZED SIGNATURE:
B. Rammeil
2/20/22
M. Rammeil

ACKNOWLEDGEMENT

On the 28 day of Feb 2022, I, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 12-15-23
709307
COMMISSION NUMBER

NOTARY PUBLIC SIGNATURE:
Brian Rammeil
PRINTED NAME OF NOTARY

ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this 28 day of Feb 2022.

APPROVED BY MAYOR:
Christopher E. Ewenty
APPROVED BY CITY ENGINEER:
(See Seal Below)

APPROVED BY CITY ATTORNEY:
B. Rammeil
ATTEST BY CITY RECORDER:
(See Seal Below)

PLAT "C"

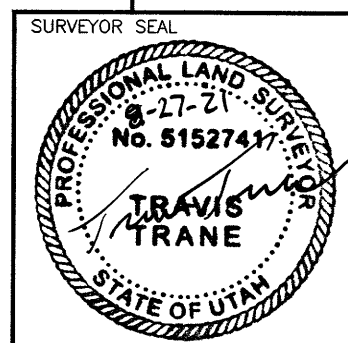
RANCHES ESTATES

A RESIDENTIAL SUBDIVISION

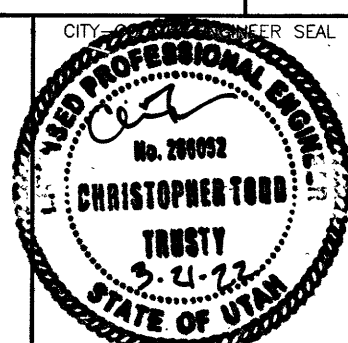
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

RECORDING INFORMATION

ENT 39091:2022 Map & 18252
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Mar 29 3:58 pm FEE \$2.00 BY LT
RECORDED FOR EAGLE MOUNTAIN CITY



NOTARY PUBLIC SEAL



CLERK-RECORDED SEAL

ROCKY MOUNTAIN POWER APPROVAL

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

Del Edwards 9-1-21
ROCKY MOUNTAIN POWER DATE

DOMINION GAS COMPANY APPROVAL

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

Approved this 1 day of September 2021 Dominion Gas Company
By: Kimberly Eldridge Title: Pre-Cen

NOTES:

- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
- PRIVACY FENCING FACING RANCHES PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG RANCHES PARKWAY.
- MT AIREY CIRCLE DEDICATED TO EAGLE MOUNTAIN CITY.

DIRECT COMMUNICATIONS APPROVAL

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

By: [Signature] 9/2/21
DIRECT COMMUNICATIONS DATE



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

Monday, October 11, 2021

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

SUBJECT: Ranches Estates plat "C" 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
Ranches Estates plat "C"
Reduced

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

1st Bond Release		
Original Bond Amount:	\$	17,699.82
Previous Release Amount:	\$	-
Amount to Release this Period:	\$	152.40
Amount Remaining in Bond:	\$	17,547.42

Bond Releases Summary		
#1	\$	152.40
#2	\$	-
#3	\$	-
#4	\$	-
TOTAL	\$	152.40

10/11/2021

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SWPPP										
a	Curb inlet protection	3	0	EA	\$161.00	\$0.00	0	0	0%	\$0.00	\$0.00
b	Construction entrance	1750	0	SF	\$2.20	\$0.00	0	0	0%	\$0.00	\$0.00
2	EARTHWORK										
a	Clear & grub	19200	0	SF	\$0.08	\$0.00	0	0	0%	\$0.00	\$0.00
b	Mass ex. cut & fill	470	0	CY	\$4.55	\$0.00	0	0	0%	\$0.00	\$0.00
c	Import A2 material for ROW	420	0	TON	\$17.60	\$0.00	0	0	0%	\$0.00	\$0.00
d	Haul and grade trench spoils	1000	0	CY	\$5.10	\$0.00	0	0	0%	\$0.00	\$0.00
e	Rough grade	15530	0	SF	\$0.10	\$0.00	0	0	0%	\$0.00	\$0.00
3	ROADWAY IMPROVEMENTS										
a	3 inch Surface Course	12575	0	SF	\$1.40	\$0.00	0	0	0%	\$0.00	\$0.00
b	6 inch Road base(1 ft. behind curb)	12575	0	SF	\$0.92	\$0.00	0	0	0%	\$0.00	\$0.00
c	9 inch sub-base(e-fill)(1 ft. behind curb)	15530	0	SF	\$0.90	\$0.00	0	0	0%	\$0.00	\$0.00
d	Type "F" curb w/6" base	738	0	LF	\$9.15	\$0.00	0	0	0%	\$0.00	\$0.00
e	30" type "F" curb	738	0	LF	\$21.60	\$0.00	0	0	0%	\$0.00	\$0.00
f	Sidewalk w/6" roadbase	2185	0	SF	\$1.80	\$0.00	0	0	0%	\$0.00	\$0.00
g	4" thick sidewalk	2185	0	SF	\$5.25	\$0.00	0	0	0%	\$0.00	\$0.00
h	4" waterway	325	0	SF	\$21.40	\$0.00	0	0	0%	\$0.00	\$0.00
i	Asphalt sawcut	73	0	LF	\$3.00	\$0.00	0	0	0%	\$0.00	\$0.00
j	Concrete curb & gutter removal	73	0	LF	\$9.15	\$0.00	0	0	0%	\$0.00	\$0.00
4	CULINARY WATER										
a	Fire Hydrant, hot tap	1	0	EA	\$12,755.00	\$0.00	0	0	0%	\$0.00	\$0.00
b	3/4" water service, on existing main	6	0	EA	\$2,076.00	\$0.00	0	0	0%	\$0.00	\$0.00
c	Import fill	130	0	TON	\$13.80	\$0.00	0	0	0%	\$0.00	\$0.00
5	SEWER										
a	4" PVC sewer lateral	6	0	EA	\$2,388.00	\$0.00	0	0	0%	\$0.00	\$0.00
b	Adjust existing 4" manhole & collar	1	0	EA	\$1,489.00	\$0.00	0	0	0%	\$0.00	\$0.00
c	Import fill	1150	0	TON	\$13.80	\$0.00	0	0	0%	\$0.00	\$0.00
6	MISC.										
a	Compaction testing	1	0.05	LS	\$3,048.00	\$152.40	0	1	100%	\$152.40	\$152.40
b	Traffic control	1	0	LS	\$2,591.00	\$0.00	0	0	0%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$152.40					
Original 10% Bond Coverage						\$17,547.42	Released this Period			\$152.40	
TOTAL BOND AMOUNT:						\$17,699.82					

Christopher T. Trusty P.E.
Engineering Director

Date

Robert Bailif
Engineering Tech. 1

10/11/21
Date



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

Tuesday, March 22, 2022

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

SUBJECT: Silverlake plat 30 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
Silverlake plat 30 Bond
Reduced

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

1st Bond Release	
Original Bond Amount:	\$ 92,415.12
Previous Release Amount:	\$ -
Amount to Release this Period:	\$ 840.00
Amount Remaining in Bond:	\$ 91,575.12

Bond Releases Summary	
#1	\$ 840.00
#2	\$ -
#3	\$ -
#4	\$ -
TOTAL	\$ 840.00

3/22/2022

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REDUCED QUANTITY	UNIT	UNIT COST	TOTAL	QUANTITIES COMPLETED			MONIES RELEASED	
							Previous Period	This Period	% to date	This Period	To Date
1	SITE PREP.										
a	Construction entrance	1	0	EA	\$3,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	Silt fence	1940	0	LF	\$2.50	\$0.00	0	0	100%	\$0.00	\$0.00
c	Curb inlet protection	7	0	EA	\$300.00	\$0.00	0	0	100%	\$0.00	\$0.00
2	MOBILIZATION & EARTHWORK										
a	Mobilization	1	0	LS	\$2,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	Rough grade	136004	0	SF	\$0.12	\$0.00	0	0	100%	\$0.00	\$0.00
3	ROADWAY IMPROVEMENTS										
a	3" Asphalt Roadway	74270	0	SF	\$1.25	\$0.00	0	0	100%	\$0.00	\$0.00
b	6" road base	74270	0	SF	\$0.65	\$0.00	0	0	100%	\$0.00	\$0.00
c	9" subbase	5070	0	TON	\$12.50	\$0.00	0	0	100%	\$0.00	\$0.00
d	Sidewalk	23600	0	SF	\$4.25	\$0.00	0	0	100%	\$0.00	\$0.00
e	Sidewalk prep	23600	0	SF	\$0.80	\$0.00	0	0	100%	\$0.00	\$0.00
f	ADA ramps & placards	8	0	EA	\$1,250.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	7" concrete waterway	625	0	SF	\$6.75	\$0.00	0	0	100%	\$0.00	\$0.00
h	30" curb & gutter prep.	4845	0	LF	\$4.00	\$0.00	0	0	100%	\$0.00	\$0.00
i	30" curb & gutter APWA type D	4845	0	LF	\$15.00	\$0.00	0	0	100%	\$0.00	\$0.00
j	Valve collars	12	0	EA	\$400.00	\$0.00	0	0	100%	\$0.00	\$0.00
k	Manhole collars	18	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
l	Street sign	5	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
m	Stop sign	4	0	EA	\$500.00	\$0.00	0	0	100%	\$0.00	\$0.00
4	CULINARY WATER										
a	8" C-900 water line	2550	0	LF	\$27.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	8" gate valve w/collar	9	0	EA	\$1,850.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	8" tee	4	0	EA	\$1,100.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	8" bend	2	0	EA	\$900.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	Air vac	2	0	EA	\$3,950.00	\$0.00	0	0	100%	\$0.00	\$0.00
f	1" service	65	0	EA	\$1,350.00	\$0.00	0	0	100%	\$0.00	\$0.00
g	Connect to existing	4	0	EA	\$1,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
h	Fire Hydrant	3	0.15	EA	\$5,600.00	\$840.00	0	3	95%	\$840.00	\$840.00
5	SEWER										
a	8" sewer main	2155	0	LF	\$28.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	Connect to existing	3	0	EA	\$1,500.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	Sewer services	65	0	EA	\$1,000.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	48" manhole	7	0	EA	\$2,650.00	\$0.00	0	0	100%	\$0.00	\$0.00
e	60" manhole	3	0	EA	\$3,075.00	\$0.00	0	0	100%	\$0.00	\$0.00
6	STORM DRAIN										
a	15" RCP storm drain pipe	896	0	LF	\$44.00	\$0.00	0	0	100%	\$0.00	\$0.00
b	60" Storm drain manholes	6	0	EA	\$2,850.00	\$0.00	0	0	100%	\$0.00	\$0.00
c	Curb inlet box	5	0	EA	\$2,750.00	\$0.00	0	0	100%	\$0.00	\$0.00
d	Connect to existing	1	0	EA	\$1,200.00	\$0.00	0	0	100%	\$0.00	\$0.00
TOTAL CONSTRUCTION COST						\$840.00					
Original 10% Bond Coverage						\$91,575.12					
TOTAL BOND AMOUNT:						\$92,415.12					
										Released this Period	\$840.00

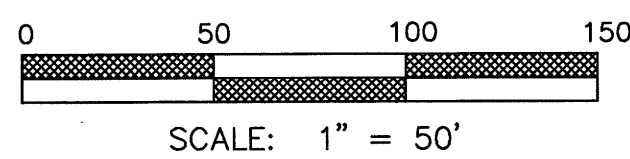
Christopher T. Trusty P.E.
Engineering Director

3/22/22
Date

Robert Ballif
Engineering Tech. 1

3/22/22
Date

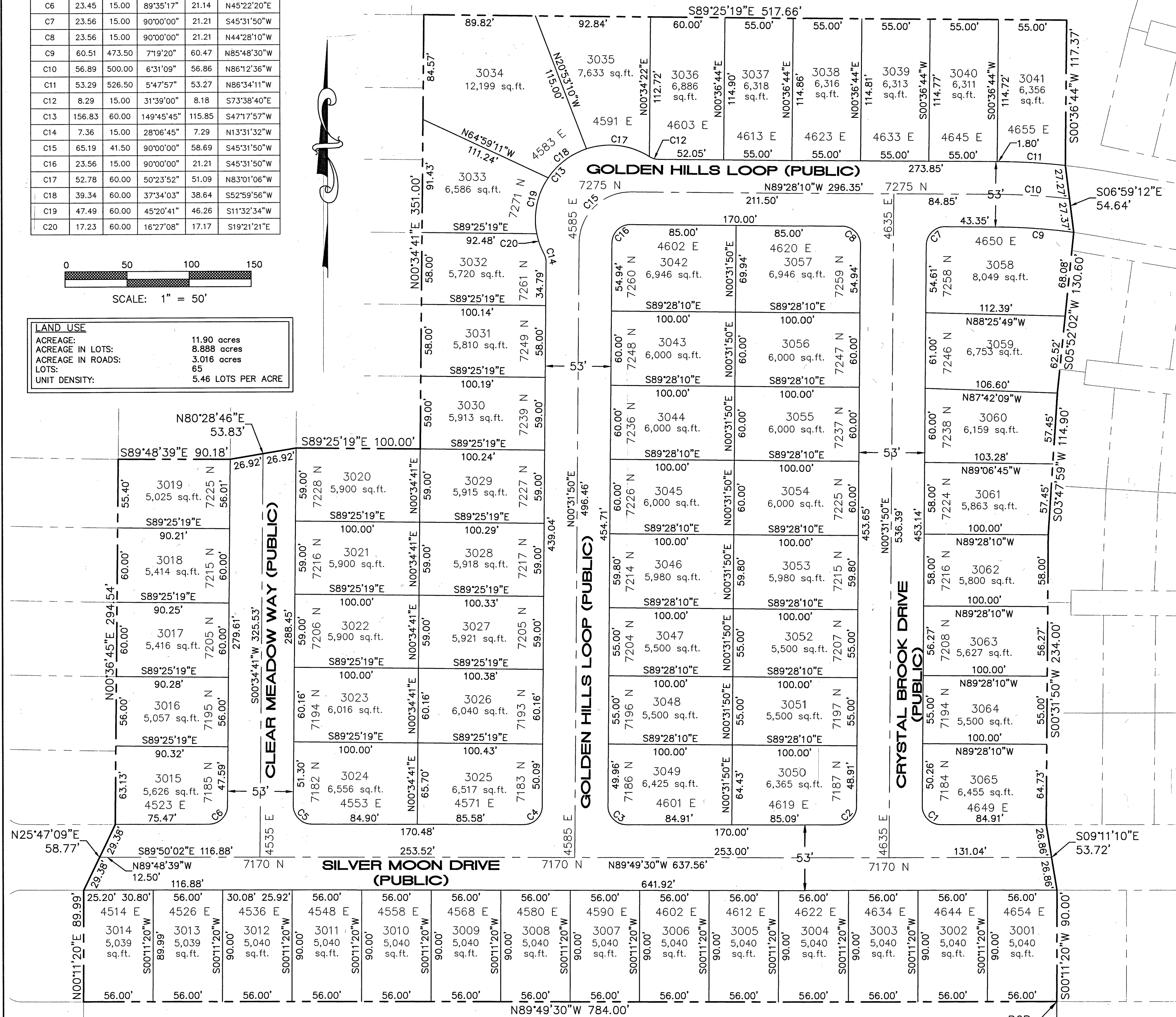
Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	23.66	15.00	90°21'20"	21.28	S44°38'50"E
C2	23.47	15.00	89°38'40"	21.15	N45°21'10"E
C3	23.66	15.00	90°21'20"	21.28	S44°38'50"E
C4	23.47	15.00	89°38'40"	21.15	N45°21'10"E
C5	23.67	15.00	90°24'11"	21.29	S44°37'24"E
C6	23.45	15.00	89°35'17"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



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

SILVERLAKE PLAT "30"

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

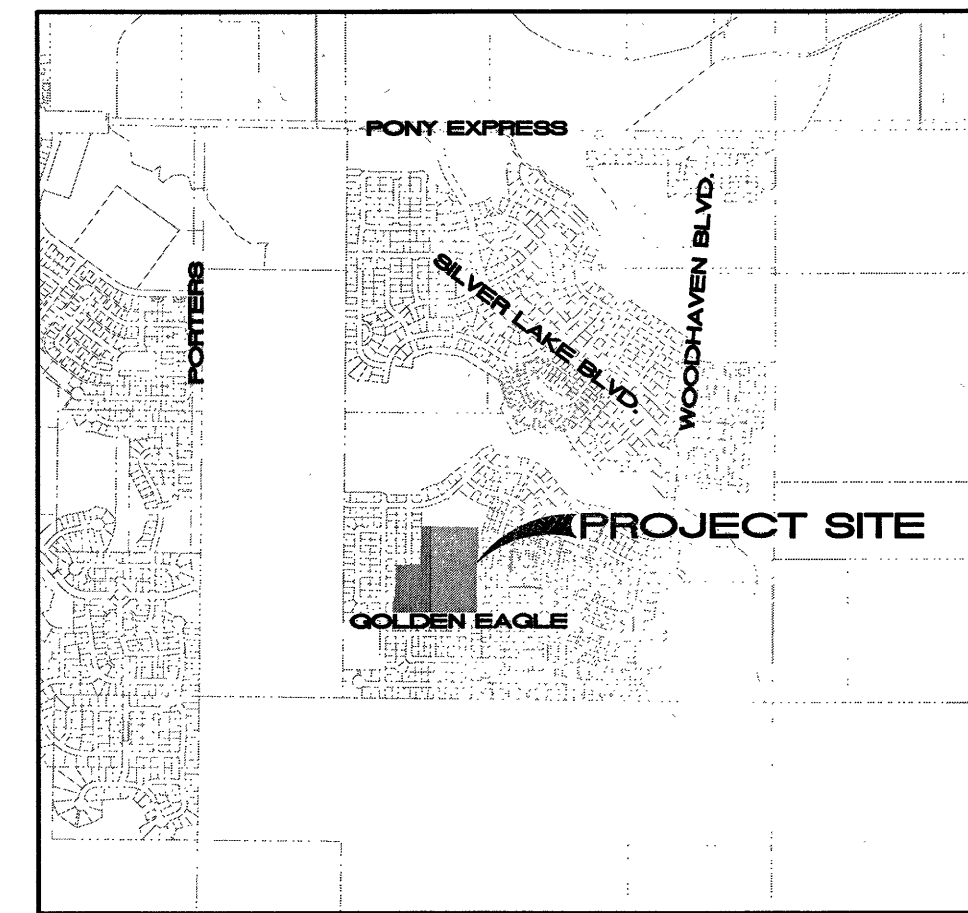


GOLDEN EAGLE RD

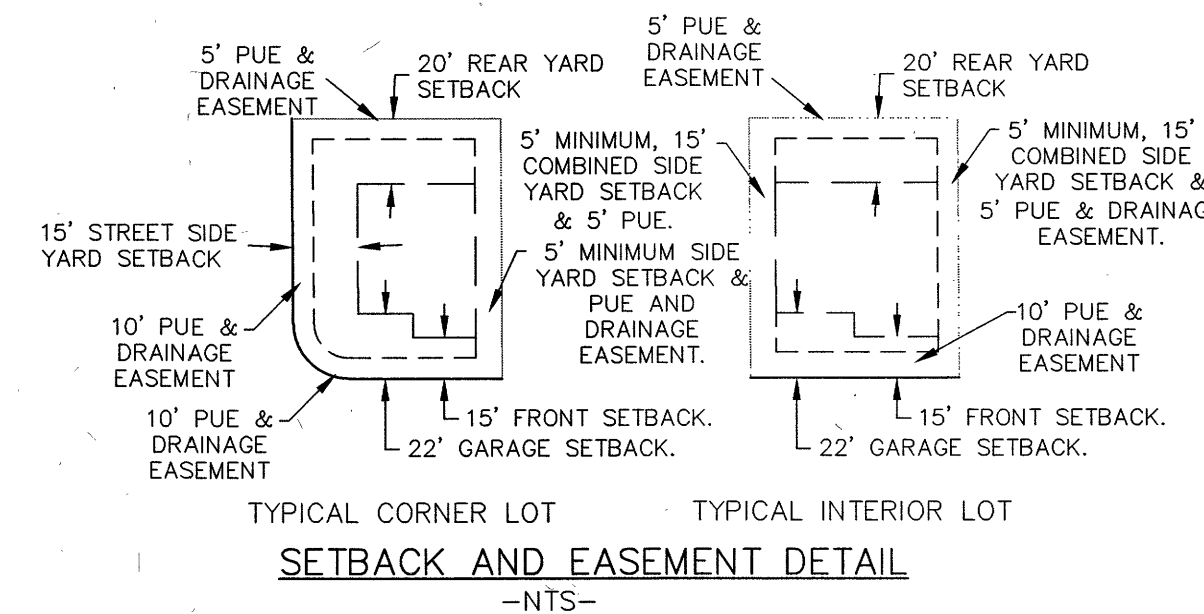
FOUND UTAH COUNTY BRASS CAP 2009
SOUTHWEST CORNER OF SECTION 28,
TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN.

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

SECTION LINE N 89°16'37" W 2649.07'



VICINITY MAP
NTS



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

Approved this 16 day of May 20 21 Dominion Gas Company
By: *Pamela Elledge* Title: *President*

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

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

Del Edwards 5/17/21
ROCKY MOUNTAIN POWER DATE

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

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

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

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

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

Parcel contains: 11.90 acres

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

May 12, 2021
DATE

Travis Trane
SURVEYOR
(See Seal Below)

ENT 19777912021 Nov 18030
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Nov 24 3:09 PM FEE 120.40 BY SA
RECORDED FOR EAGLE MOUNTAIN CITY

OWNER'S DEDICATION

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

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

AUTHORIZED SIGNATURE(S)
Peter Evans
Nate Hutchinson
June 8, 2021

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

On the 8 day of June, 2021, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication for and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

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

NOTARY PUBLIC SIGNATURE
Franklin B. Laro
PRINTED NAME OF NOTARY

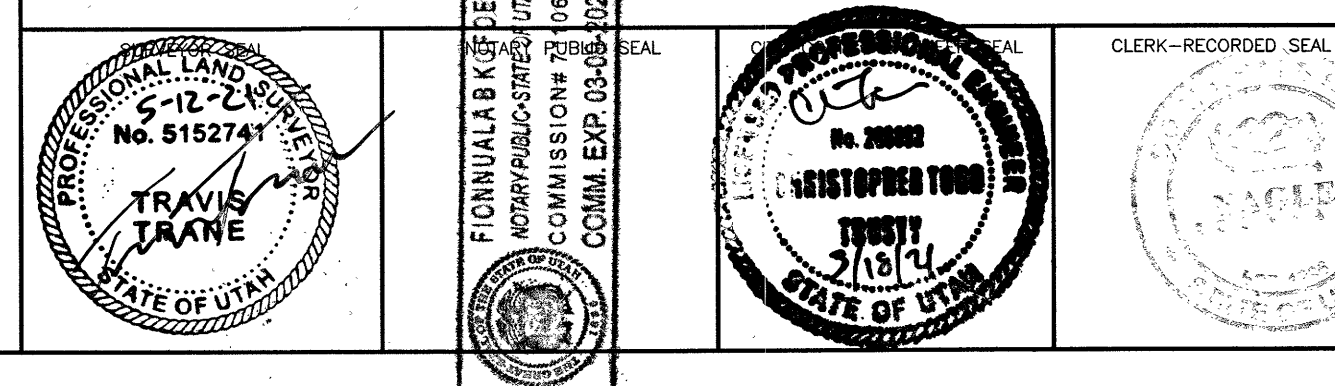
ACCEPTANCE BY LEGISLATIVE BODY

The City Council of Eagle Mountain City, County of Utah, Approves this subdivision and hereby accepts the dedication of streets, easements, and other parcels of land intended for public purposes for the personal use of the public this 8 day of June 2021.

APPROVED BY MAYOR *Tommy Thompson* APPROVED BY CITY ATTORNEY *Franklin B. Laro*
APPROVED BY CITY ENGINEER *Travis Trane* ATTEST BY CITY RECORDER *Andrea Allen*
(See Seal Below) (See Seal Below)

PLAT "30"
SILVERLAKE
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN CITY, UTAH COUNTY, UTAH



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



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

Thursday, March 17, 2022

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

SUBJECT: Brylee Estates phase "A" plat 2 out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

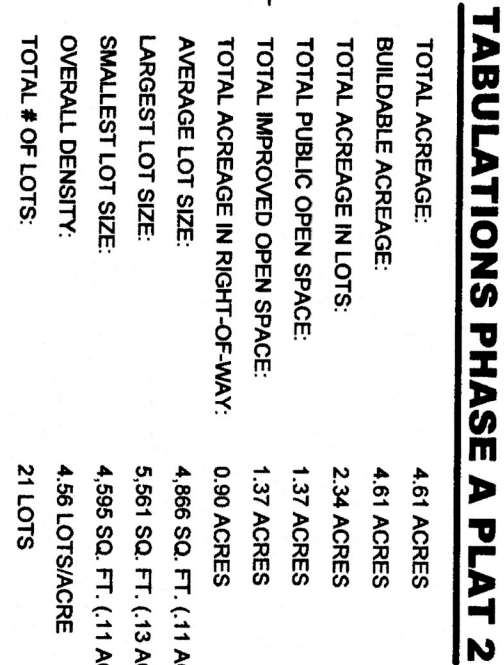
TYPICAL BUILDING SETBACKS & PUBLIC UTILITY EASEMENTS

The diagram illustrates the setbacks and easements for a building with a central core and two side wings. The setbacks are defined as follows:

- 15' SIDE LANE SETBACK (ON CORNER)**: The setback for the side wings.
- 15' MINIMUM SIDE LANE SETBACK**: The minimum setback for the side wings.
- 15' FRONT LANE SETBACK (TYP)**: The typical setback for the front of the building.
- 10' FRONT P.U.E.**: The public utility easement for the front of the building.
- 20' REAR YARD SETBACK (TYP)**: The typical setback for the rear of the building.
- 10' REAR P.U.E.**: The public utility easement for the rear of the building.
- 15' BRANCH EASEMENT**: The easement for the branch of the building.

PHASE A - PLAT 2

EAGLE MOUNTAIN BLVD.
(PUBLIC - 125' WIDE)

[illegible][illegible]

OWNER'S DECLARATION

CONTAINS: **44.61 ACRES**
#200,687 SQ.FT.

SURVEYOR
(See Seal Below)

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREIN AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE ABANDONED TO THE PUBLIC BY THE DEED HEREIN REFERENCED, AND WE HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC INTERESTS AS INDICATED HEREON FOR THE BENEFIT OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 28 DAY OF February, A.D. 2020.

STATE OF UTAH	S.S.
COUNTY OF UTAH	

ON THE 25 DAY OF September, A.D. 2020 PERSONALLY APPEARED BEFORE ME Brett Woodland THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

NOTARY PUBLIC FULL NAME: James C. Herington
COMMISSION NUMBER: 01396
AM COMMISSION EXPIRES: 07/26/2024
NOTARY PUBLIC COMMISSIONED IN: UTAH

OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC
THIS 28th DAY of November A.D. 1902

APPROVED BY MAYOR [Signature]

APPROVED BY CITY ATTORNEY [Signature]

APPROVED Christy Trucks
ENGINEER
(See Seal Below)

ATTEST *[Signature]*
CLERK-RECORDER

[illegible]

QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

THE: Pre-Car Service Unit

SUBDIVISION UTILIZING THE TRENCHES PROVIDED BY THE DEVELOPER AS PER THE DIRECT COMMUNICATIONS CEDAR VALLEY S.C. UTAH NO. 1 TARIFF.

U.S. CITIZENSHIP NO. 1141111

DIRECT COMMUNICATIONS DATE

ACCOUNT REORDER SLAMP

JEFFERY SMITH
UTAH COUNTY RECORDER
RECORDED FOR SALE 2006-10-09 PM 04:11

UTAH COUNTY, UTAH

SURVEYOR'S SE

CITY-COUNTY ENGINEER'S
OFFICE

COUNTY-RECORDER SE
RATE

Ec 2, T6S, R2W TV 038



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

Thursday, March 17, 2022

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

SUBJECT: Eagle Heights Village plat 1 out of warranty Bond Release

City Recorder:

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

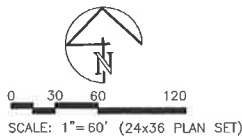
Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

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

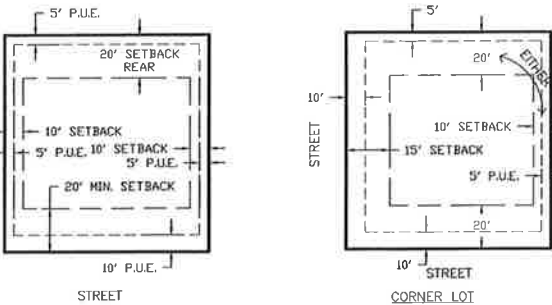
Cc: Fionnuala Kofoed, City Recorder

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.99	N02°06'42"E
L2	10.99	S01°48'09"W



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C10	60.92	710.00	6°31'49"	N03°33'21"E	80.88
C11	71.35	690.00	5°56'28"	S03°51'32"W	71.32
C12	51.78	2010.00	1°28'34"	N01°38'05"E	51.78
C13	23.56	15.00	90°00'00"	N42°53'18"W	21.21
C14	23.56	15.00	90°00'00"	S42°53'18"E	21.21
C15	35.92	700.00	2°56'25"	N01°45'39"E	35.92
C16	43.86	700.00	3°35'25"	N05°51'34"E	43.86
C17	72.38	700.00	5°55'28"	S03°51'32"W	72.35
C18	51.52	2000.00	1°28'34"	N01°38'05"E	51.52
C19	65.44	42.50	88°13'29"	S48°13'27"W	59.17
C20	23.55	15.00	90°20'11"	N45°10'05"E	21.28
C21	16.10	25.00	46°07'57"	N23°03'58"W	15.67
C22	23.18	15.00	88°32'02"	S45°03'12"E	20.94
C23	22.80	15.00	87°05'10"	N46°07'14"W	20.67
C24	8.53	1970.00	0°14'53"	N01°01'14"E	8.53
C25	42.23	1970.00	1°13'41"	N01°45'31"E	42.22
C26	23.56	15.00	90°00'00"	N47°06'42"E	21.21
C27	23.95	15.00	91°27'58"	N43°55'50"W	21.48
C28	23.10	15.00	88°13'29"	S48°13'27"W	20.88
C29	23.56	15.00	90°00'00"	S42°53'18"E	21.21
C30	23.56	15.00	90°00'00"	N42°53'18"W	21.21
C31	23.56	15.00	90°00'00"	N47°06'42"E	21.21
C32	24.03	15.00	91°46'31"	N43°46'33"W	21.54
C33	23.10	15.00	88°13'29"	S48°13'27"W	20.88
C34	23.56	15.00	90°00'00"	S42°53'18"E	21.21
C35	23.56	15.00	90°00'00"	S47°06'42"W	21.21
C36	8.09	15.00	30°53'49"	S74°12'54"E	7.99
C37	130.67	50.00	149°43'53"	S48°22'04"W	96.53
C38	8.01	15.00	30°36'35"	N13°11'35"W	7.92

TYPICAL LOTS



DOMINION ENERGY GAS COMPANY

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

Approved this 20 day of August, 2019 Dominion Energy Gas Company
By Shirley E. Hodge Title Proc. Con. Specialist

ROCKY MOUNTAIN POWER

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

Del Edwards 8/20/19
ROCKY MOUNTAIN POWER DATE

FIRSTDIGITAL TELECOM

Firstdigital Telecom, LLC certifies that it will provide telecommunications services to this subdivision.
Anthony Zapp 8/20/19
FIRSTDIGITAL TELECOM DATE

ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
alliancecelogan@yahoo.com

TABULATIONS

TOTAL ACREAGE: 15.29 AC.
BUILDABLE ACREAGE: 8.81 AC.
TOTAL ACREAGE IN LOTS: 1.45 AC.
TOTAL OPEN SPACE: 9641 s.f.
TOTAL IMPROVED OPEN SPACE: 12623 s.f.
AVERAGE LOT SIZE: 8347 s.f.
LARGEST LOT SIZE: 2.62 LOTS/AC.
SMALLEST LOT SIZE: 40
TOTAL # OF LOTS:

NOTES

- THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE SUBJECT PROPERTY. THE SURVEY WAS REQUESTED BY KIRT PETERSON.
- THE BASIS OF BEARING IS N 00°56'32" E BETWEEN THE SOUTH QUARTER CORNER AND NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASELINE AND MERIDIAN.

EAGLE MOUNTAIN CITY ENGINEER

APPROVED THIS 29th DAY OF AUGUST, A.D. 2019 BY THE CITY ENGINEER
Chris Tuckey

EAGLE MOUNTAIN CITY ENGINEER

EAGLE MOUNTAIN CITY ATTORNEY

APPROVED THIS 20 DAY OF AUGUST, A.D. 2019 BY THE CITY ATTORNEY
Brian G. Lyon

EAGLE MOUNTAIN CITY ATTORNEY

SURVEYORS SEAL



NOTARY PUBLIC SEAL



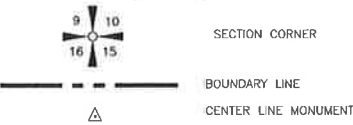
CITY ENGINEERS SEAL



CLERK-RECORDER SEAL



LEGEND



SURVEYOR'S CERTIFICATE

I, BRIAN G. LYON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 275617, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBMITTED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND, MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

LEGAL DESCRIPTION

Part of the Northeast Quarter of Section 18, Township 6 South, Range 1 West of the Salt Lake Base & Meridian Commencing at the South Quarter Corner of Section 18, Township 6 South, Range 1 West of the Salt Lake Base and Meridian (North Quarter Corner Bears N00°56'32"E 5337.94 feet) thence North 2253.61 feet; thence East 37.06 feet; thence S87°43'58"E 249.24 feet; thence N 02°54'00" E 2171.39 feet to the POINT OF BEGINNING and running

thence N 02°54'00" E 878.75 feet to the south right of way line Eagle Mountain Blvd; thence S 89°39'49" E 715.25 feet along said south right of way line; thence S 00°17'27" W 100.06 feet; thence Southerly, 80.92 feet along a curve to the right having a radius of 710.00 feet, a central angle of 06°31'49" and a chord that bears S 03°33'21" W 80.88 feet; thence S 06°49'16" W 100.41 feet; thence Southerly, 71.35 feet along a curve to the left having a radius of 690.00 feet, a central angle of 05°55'28" and a chord that bears S 03°51'32" W 71.32 feet; thence S 00°53'48" W 404.37 feet; thence Southerly, 51.78 feet along a curve to the right having a radius of 2,010.00 feet, a central angle of 01°28'34" and a chord that bears S 01°38'05" W 51.78 feet; thence S 02°22'22" W 69.85 feet; thence N 87°53'18" W 130.29 feet; thence S 02°06'42" W 129.11 feet; thence N 87°53'18" W 53.00 feet; thence Northwesterly, a distance of 23.56 feet along a non tangent curve to the left of which the radius point lies N 87°53'18" W, with a radius of 15.00 feet, having a central angle of 90°00'00" and a chord that bears N 42°53'18" W 21.21 feet; thence N 87°53'18" W 136.70 feet; thence Southwesterly, 23.56 feet along a curve to the left having a radius of 15.00 feet, a central angle of 90°00'00" and a chord that bears S 47°06'42" W 21.21 feet; thence N 87°53'18" W 53.00 feet; thence N 02°06'42" E 31.29 feet; thence N 87°53'18" W 81.25 feet; thence N 02°06'42" E 104.50 feet; thence N 87°53'18" W 81.25 feet; thence S 02°06'42" W 29.40 feet; thence N 87°53'18" W 160.92 feet to the point of beginning, containing 15.29 acres, more or less.

OWNER'S CERTIFICATE, CONSENT TO RECORD, CONVEYANCE OF UTILITY EASEMENTS AND DEDICATION

We, the undersigned owners of all the real property depicted on this plat and described in the surveyors certificate on this plat, have caused the land described on this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under provisions of 10-9a-607, Utah Code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces shown as public open spaces, parks and all other places of public use and enjoyment to Eagle Mountain City, Utah together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City and the inhabitants thereof.

J. Kirt Peterson
Eagle Heights Village, LLC

LIMITED LIABILITY ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF Davis } ss

On this 20th day of August A.D. 2019, personally appeared before me, J. Kirt Peterson, who being by me duly sworn did say, for him/herself, that he/she is the Manager/Member of Eagle Heights Village, LLC, a Utah Limited Liability Company and that the within and foregoing instrument, was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

MY COMMISSION EXPIRES 9/18/19 NOTARY PUBLIC
RESIDING AT Farmington

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF EAGLE MOUNTAIN, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS 27 DAY OF August, A.D. 2019.

Tom Anderson
MAYOR

ATTEST: Jeff B. Kops
CITY RECORDER
(See Seal Below)

EAGLE HEIGHTS VILLAGE, PLAT 1

PART OF SECTION 18
TOWNSHIP 6 SOUTH RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
EAGLE MOUNTAIN, UTAH
FINAL PLAT

ENR 8467312019 Rep 1:1480
JEFFERY STITT
UTAH COUNTY RECORDER
2019 Rep 35 11557 enr fee 139.00 BE ON
RECORDED FOR EAGLE MOUNTAIN CITY

See 18, 166142, 2-4-1 TO 038



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

Tuesday, March 15, 2022

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

SUBJECT: J & J Ranch out of warranty Bond Release

City Recorder:

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

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

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder



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

Thursday, March 17, 2022

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

SUBJECT: **Ranches Estates plat "B" out of warranty Bond Release**

City Recorder:

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

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

Sincerely,

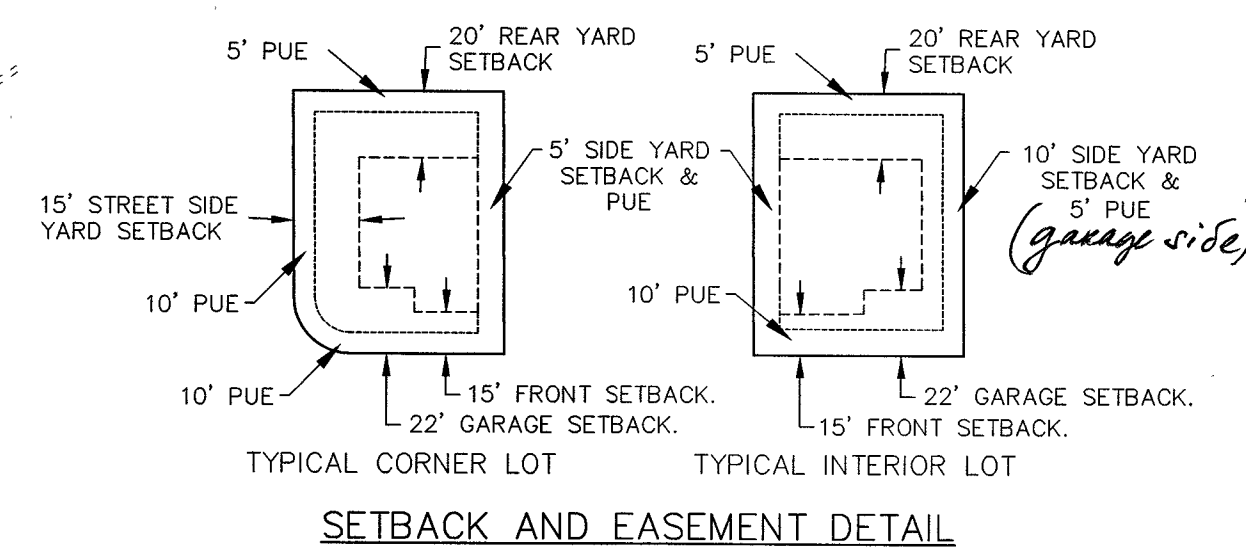
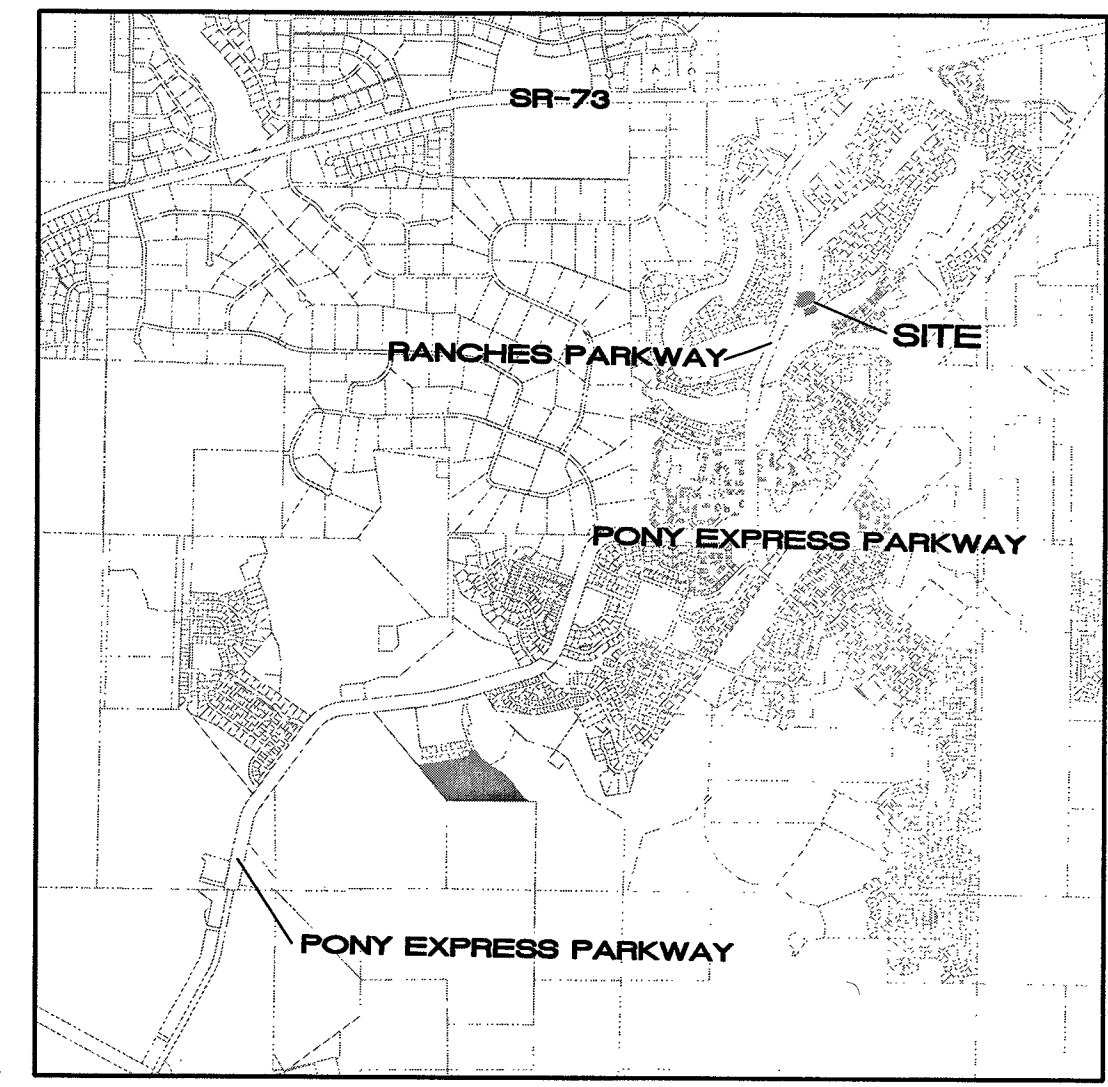
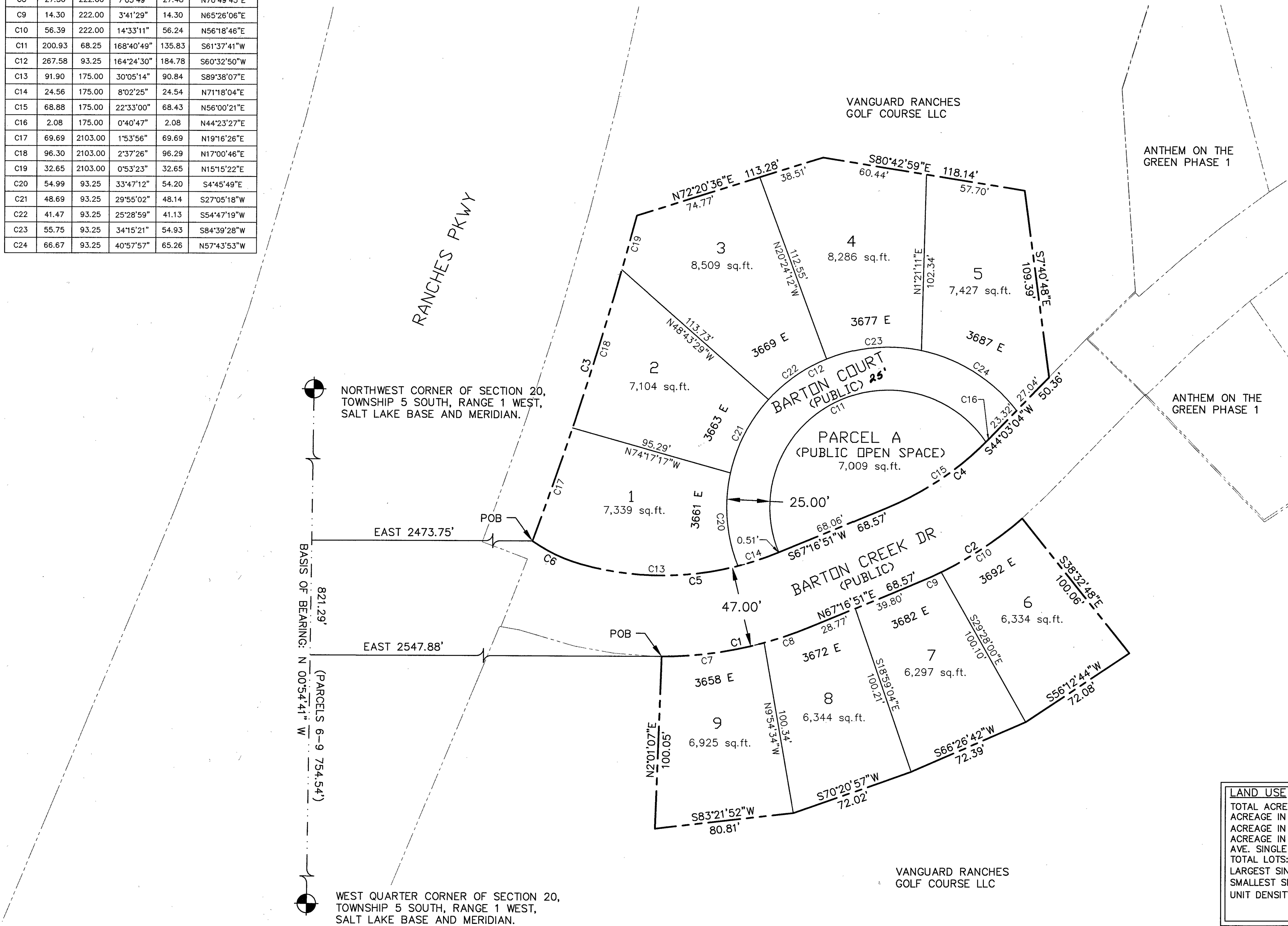
Christopher T. Trusty, P.E.
Engineering Director
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	87.72	222.00	22°38'23"	87.15	N78°36'03"E
C2	70.69	222.00	18°44'41"	70.39	N58°09'31"E
C3	198.65	2103.00	5°24'44"	198.58	N17°31'02"E
C4	70.95	175.00	23°13'47"	70.47	S55°39'57"W
C5	116.45	175.00	38°07'39"	114.32	S86°20'40"W
C6	31.57	91.00	19°52'45"	31.41	N64°39'08"W
C7	60.22	222.00	15°32'35"	60.04	N82°08'57"E
C8	27.50	222.00	7°05'49"	27.48	N70°49'45"E
C9	14.30	222.00	3°41'29"	14.30	N65°26'06"E
C10	56.39	222.00	14°33'11"	56.24	N56°18'46"E
C11	200.93	68.25	168°40'49"	135.83	S61°37'41"W
C12	267.58	93.25	164°24'30"	184.78	S60°32'50"W
C13	91.90	175.00	30°05'14"	90.84	S89°39'07"E
C14	24.56	175.00	8°02'25"	24.54	N71°18'04"E
C15	68.88	175.00	22°33'00"	68.43	N56°00'21"E
C16	2.08	175.00	0°40'47"	2.08	N44°23'27"E
C17	69.69	2103.00	1°53'56"	69.69	N19°16'26"E
C18	96.30	2103.00	2°37'26"	96.29	N17°00'46"E
C19	32.65	2103.00	0°53'23"	32.65	N15°15'22"E
C20	54.99	93.25	33°47'12"	54.20	S4°45'49"E
C21	48.69	93.25	29°55'02"	48.14	S27°05'18"W
C22	41.47	93.25	25°28'59"	41.13	S54°47'19"W
C23	55.75	93.25	34°15'21"	54.93	S84°39'28"W
C24	66.67	93.25	40°57'57"	65.26	N57°43'53"W

RANCHES ESTATES PLAT "B"

SITUATED IN SECTION 20, TOWNSHIP 5 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH



LAND USE	
TOTAL ACREAGE:	1.77 acres
ACREAGE IN LOTS:	1.48 acres
ACREAGE IN ROADS:	0.13 acres
ACREAGE IN OPEN SPACE:	0.16 acres
AVE. SINGLE FAMILY LOT:	7,174 SF
TOTAL LOTS:	9 LOTS
LARGEST SINGLE FAMILY LOT:	8,509 SF
SMALLEST SINGLE FAMILY LOT:	6,297 SF
UNIT DENSITY:	5.0 LOTS PER ACRE

- NOTES:
- 1- STUCCO SHALL NOT EXCEED 25% OF ANY FRONT ELEVATION AND ELEVATION FACING A PUBLIC STREET.
 - 2- ALL EXTERIOR LIGHTING MUST COMPLY WITH EMMC CHAPTER 17.56 OUTDOOR LIGHTING STANDARDS.
 - 3- PRIVACY FENCING FACING RANCHES PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG RANCHES PARKWAY.
 - 4- BARTON COURT AND PARCEL A DEDICATED TO EAGLE MOUNTAIN CITY
 - 5- Lots 4 & 5 are required to be single story homes.

DIRECT COMMUNICATIONS APPROVAL
Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer as per the Direct Communications Cedar Valley P.S.C. Utah No.1 Tariff.
Maurice Lipton
DIRECT COMMUNICATIONS
DATE 6/5/2020

DOMINION GAS COMPANY APPROVAL
Dominion approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion's right-of-way department at 1-800-368-8532

Approved this 10 day of June 2020 Dominion Gas Company
By: Quincy Eldredge Title: Pre-Conn Spec

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

Rocky Mountain Power
DATE 6/5/20

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

BOUNDARY DESCRIPTION
LOTS 1-5
Beginning at a point which is North 00°54'41" West 821.29 feet along section line and East 2473.75 feet from the West Quarter Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence Northeasterly 198.65 feet along the arc of a 2103.00 foot radius curve to the left, through a central angle of 05°24'44", the chord of which bears North 17°31'02" East 198.58 feet along a road easement line in Warranty Deed Entry No. 96955:1998; thence North 72°20'36" East 113.28 feet; thence South 80°42'59" East 118.14 feet; thence South 07°40'48" East 109.39 feet; thence South 44°03'04" West 50.36 feet; thence Southwesterly 70.95 feet along the arc of a 175 foot radius curve to the right, through a central angle of 23°13'47", the chord of which bears South 55°39'57" West 70.47 feet; thence South 67°16'51" West 68.57 feet; thence Southwesterly 116.45 feet along the arc of a 175 foot radius curve to the right, through a central angle of 38°07'39", the chord of which bears South 86°20'40" West 114.32 feet; thence Northwesterly 31.57 feet along the arc of a 91 foot radius curve to the right, through a central angle of 19°52'45", the chord of which bears North 64°39'08" West 31.41 feet to the point of beginning. Parcel contains: 51,562 sq.ft.

LOTS 6-9
Beginning at a point which is North 00°54'41" West 754.54 feet along section line and East 2547.88 feet from the West Quarter Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence Northeasterly 87.72 feet along the arc of a 222 foot radius curve to the left, through a central angle of 22°38'23", the chord of which bears North 78°36'03" East 87.15 feet; thence North 67°16'51" East 68.57 feet; thence Northeasterly 70.69 feet along the arc of a 222 foot radius curve to the left, through a central angle of 18°44'41", the chord of which bears North 58°09'31" East 70.39 feet; thence South 38°32'48" East 100.06 feet; thence South 56°12'44" West 72.08 feet; thence South 83°21'52" West 80.81 feet; thence North 02°01'07" East 100.05 feet to the point of beginning. Parcel contains: 25,897 sq.ft.

Basis of Bearing: the line between the West Quarter Corner and the Northwest Corner of Section 20, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 00°54'41" West (NAD 83).

June 1, 2020
DATE
Travis Trane
SURVEYOR
(See Seal Below)

OWNER'S DEDICATION
We, the undersigned owners of all the real property depicted on this plat and described in the surveyor's certificate on this plat, have caused the land described in this plat to be divided into lots, streets, parks, open spaces, easements and other public uses as designated on the plat and now do hereby dedicate under the provisions of 10-9a-607, Utah code, without condition, restriction or reservation to Eagle Mountain City, Utah, all streets, water, sewer and other utility easements and improvements, open spaces, parks and all other places of public use or enjoyment to Eagle Mountain City, Utah, together with all improvements required by the Development Agreement between the undersigned and Eagle Mountain City for the benefit of the City on the inhabitants thereof.

OWNER(S):
PRINTED
R5 Development, LLC
AUTHORIZED SIGNATURES:
AL Refikha Owner
June 14, 2020

ACKNOWLEDGEMENT
On the 16th day of June, 2020, personally appeared before me the persons signing the foregoing Owners Dedication known to me to be authorized to execute the foregoing Owners Dedication and on behalf of the owners who duly acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.

My Commission Expires 03.05.2024
710974
COMMISSION NUMBER
NOTARY PUBLIC SIGNATURE
Lianne Pengra
PRINTED NAME OF NOTARY



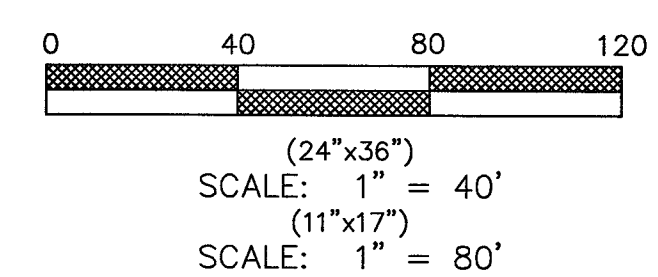
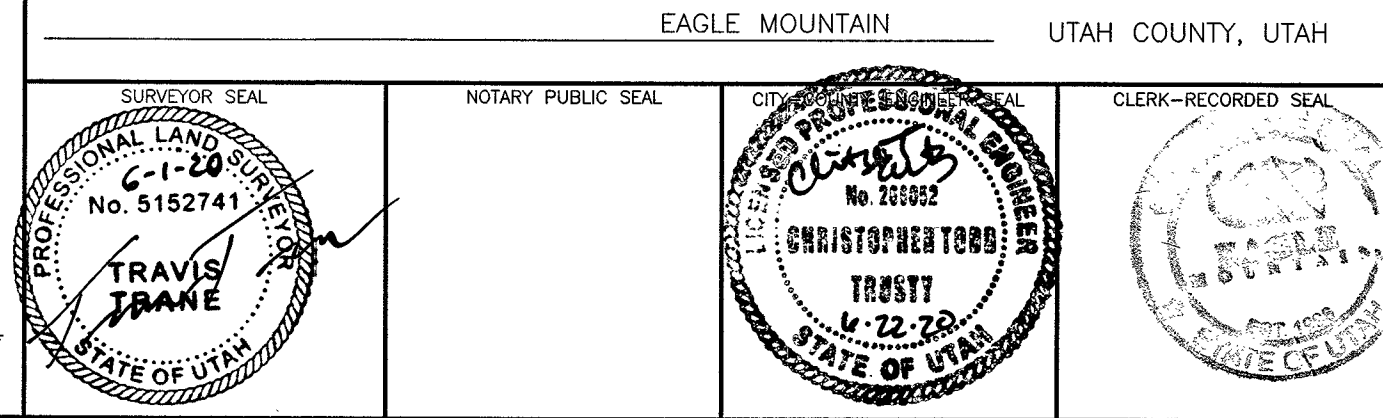
The City Council of Eagle Mountain City, County of Utah, Approves this subdivision on hereby accepts the dedication of all streets, easements, and other parcels of land intended for public purposes for the period of use of the public this day of June 2020

APPROVED BY MAYOR: [Signature]
APPROVED BY CITY ENGINEER: [Signature]
APPROVED BY CITY ATTORNEY: [Signature]
ATTEST BY CITY RECORDER: [Signature]

PLAT "B"

RANCHES ESTATES

A RESIDENTIAL SUBDIVISION



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

TRANE ENGINEERING, P.C.
CONSULTING ENGINEERS AND LAND SURVEYORS
27 EAST MAIN LEHI, UTAH 84043 (801) 768-4544

17151

Sec 20, T5S, R1W 7038



EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

March 15, 2022, 4:00 p.m.
Eagle Mountain City Council Chambers
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

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

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Donna Burnham

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Robert Hobbs, Planning Manager; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Chris Trusty, City Engineer; Jeremy Cook, City Attorney; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Tyler Maffitt, Communications Manager; Angela Valenzuela, Human Resource Manager; Embret Fossum, UFA Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Aaron Sanborn, Economic Development Director; Jeff Weber, Fleet and Facilities/Operations Director; Michele Graves, Library Director; and Chas Glenn, Administrative Assistant.

Mayor Westmoreland called the meeting to order at 4:07 p.m.

1. CITY ADMINISTRATOR INFORMATION ITEMS

1.A. UPDATE – City Administrator Items

Water

- Widdison Turbine has the materials needed to repair Well #1. Completion has been delayed due to staff shortages and is anticipated before or by May 1st.
- Well #5 fix is underway as of today.
- Staff is working on a solution to rehabilitate the Golf Course Well.

Wastewater

- Diffusers have arrived for the cannibal system.
- The new polymer has been installed and has resulted in improved yields.

Parks

- Lake Mountain Trails Association (LMTA) will continue to make improvements, funded by Meta, to the jump line at the bike park.

- City staff is working to remedy flooding that has taken place at the bike park. Staff will continue to correct the issue and coordinate with LMTA on improvements in that area.

Engineering

- Bobby Wren traffic signal – the pedestals and underground work are finished. The City was informed by Utah Department of Transportation that materials are delayed and the completion date is now the end of March.
- Power cabinets at Trail Head Road and Pony Express Parkway have been moved. Paving can occur as soon as temperatures allow.

Streets

- The crack seal project has been delayed due to the recent wet weather.

Community Development

- A building permit was issued for Little Caesars in the Marketplace at Eagle Mountain Town Center.
- The Planning Department is working on drafting a number of Municipal Code amendments, including the RTI Overlay Zone, streets and private road standards, and garage size standards to comply with recent changes to State Code.
- A request for proposals has been issued for architectural consulting for commercial and multifamily design standards.

2. AGENDA REVIEW

11. BID AWARDS

11.B. Well #7 Site Prep Package – VanCon, Inc.

Councilmember Wright commended staff for saving money by installing the retaining wall rather than contracting for that portion of the project.

Councilmember Love requested aesthetical considerations be included with the wall design and construction.

City Engineer Chris Trusty concurred with the importance of aesthetical considerations and will ensure they are included in the project package.

15. PRELIMINARY PLAT

15.A. PRELIMINARY PLAT – Parkway Fields Phase B

This item was discussed following item 16.A.

Planning Manager Robert Hobbs presented the item. The project includes 234 lots on approximately 75 acres. The neighborhood park in this plat connects to two linear parks. The

landscaping plans have been altered since the original master and concept plans were accepted by the City, and the updated design includes a field.

Councilmember Gray expressed concern that some of the block lengths in the project exceeded the allowed maximum lengths and recommended adding mid-block pedestrian connections.

Discussion ensued regarding the following items:

- The differences between the plans for the park in the master development agreement and the amended plan;
- Whether the amenities should be classified as a neighborhood park or community park requiring additional parking and a bathroom; and
- Preferred and potential amenities and programming of the park.

The Council determined to remove the item from the consent agenda and place it as a scheduled item. Their intent is to approve the preliminary plat without the parks and open space plan to allow additional time to review and provide feedback on the parks and open space for the overall development.

16. RESOLUTIONS

16.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual, Adding Parental Leave Benefits.

Human Resource Manager Angela Valenzuela presented the item. Currently, the City does not offer paid parental leave. The proposed change would give mothers 80 hours of maternity leave and fathers 40 hours of paternity leave. She confirmed that full-time employee benefits begin on the first day of employment.

Councilmember Curtis expressed concern with employees in high turnover positions using the benefit then resigning.

Councilmember Gray agreed with concerns regarding the abuse of the benefit and recommended a three- or six-month probationary period be required before the benefit is available to an employee. Although he agrees with encouraging and supporting families, he feels it is an unfair benefit for a limited demographic because other employees must accrue paid time off.

Ms. Valenzuela explained the City's short-term disability benefit plan and stated all positions include a six-month probation period, which allows a manager to terminate employment should benefit abuse occur.

Discussion ensued regarding benefit abuse, the desire to support families, and attracting and retaining employees.

Councilmember Gray suggested bereavement benefits be increased from three days to two weeks of paid leave for the loss of specified close relations. Councilmember Curtis agreed with

considering increasing bereavement benefits as an additional method to recruit and retain employees.

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Third Amendment to the Fiscal Year 2021-2022 Annual Budget.

Finance Director Kimberly Ruesch presented the item. She explained that some of the costs are rolled over for projects approved and funded during previous fiscal years that are not yet completed. The total costs for such projects have not increased.

The proposed increases to the General Fund include the following items:

- \$3,500 in the Human Resources budget for compensation consulting services.
- \$4,700 in the Building Department budget for service analysis for varying development types (i.e., residential, office, retail, industrial).
- \$35,532 in the Streets Department budget for an air compressor replacement and excavator concrete breaker. These are approved equipment purchases but were left out of the adopted budget.
- \$27,000 in the Streets Department budget for an existing lease purchase for a grader. This was also inadvertently left out of the adopted budget.
- \$37,000 in the Recorder's Office budget for elections due to an increased cost for ballots.
- \$4,407 in the Information Technology budget to extend the service contract with SeamlessDocs for six months until software conversion is complete.

The proposed increases to the Enterprise Fund include the following items:

- \$38,940 in the Water Fund for an emergency repair to Tank #5.
- \$20,000 for improvements to the Arrival detention basin.

The proposed increases to the Capital Projects Fund include the following items:

- \$1,499,200 in the Parks Capital Outlay as a carryover from the prior year's budget for the remaining project balance for Cory B. Wride Memorial Park.
- \$25,000 in the Parks Capital Outlay for the Pioneer Park Disc Golf Course. This item was requested with the original budget was inadvertently excluded from the final budget.
- \$130,000 in the Streets Capital Outlay as a carryover from the prior year's budget to complete the Lone Tree Parkway/Pony Express Parkway and Eagle Mountain Blvd/Aviator Avenue traffic signals.

17.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Browns Meadow.

Mr. Hobbs presented the item. The land is currently zoned Agricultural and is designated Agricultural Rural Density Two and Neighborhood Residential One in the City's General Plan. The rezone requests RD1 zoning with approximately one-acre lots. The RD1 zone is appropriate in the Agricultural Rural Density Two area; however, R1, R2, and R3 zoning is appropriate in the

Neighborhood Residential One land use designation. The Planning Commission recommended approval of the rezone to RD1 with the condition that the lots abutting the properties to the north be increased to a minimum of two acres to meet transitioning standards and tabled the preliminary plat to allow the applicant time to redesign the plat to incorporate the requested two-acre lots.

Councilmember Curtis expressed his support for the applicant's less dense development proposal.

Discussion ensued regarding a potential connection to the north of the development and the resulting impact on the existing properties.

Mr. Hobbs said the Planning Commission determined to evaluate the parcels to the north as lots rather than parcels as the property is being used for individual homes and as such, should require the lot size transition standards.

City Attorney Jeremy Cook stated that a parcel with a house on it demonstrates intent to use the property as a lot rather than plans to subdivide the lot; however, he would need to research the matter further to determine if the transitioning standards can legally be enforced for the Utah County parcels.

Discussion ensued regarding the potential for the parcels to be sold or subdivided in the future.

18. RESOLUTION/PUBLIC HEARING

18.A. RESOLUTION/PUBLIC HEARING – A Public Hearing to Allow Public Input Regarding (A) the Issuance and Sale of Not More Than \$25,000,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2022, (the "Bonds") and (B) Any Potential Economic Impact That the Project Described Herein, to be Finance With the Proceeds of the Bonds Issued Under the Act, May Have On the Private Sector.

City Administrator Paul Jerome presented the item and explained the update is to clarify the fund distribution. A public hearing for the item will be held at a future meeting. The estimated costs for the projects include \$9,000,000 for Eagle Mountain Boulevard, \$4,000,000 for Mid Valley Road Phase 2, \$9,000,000 for Old Airport Road Phase 2, and \$1,00,000 for the Cedar Pass Ranch water line replacement. The total anticipated cost for the planned projects is approximately \$24,000,000, including the planned storm drain improvements. The City is in discussions with Mountainland Association of Governments to procure approximately \$7,000,000 in 2024 or 2025 to pay towards the bond. The City plans to make the debt service payments for the bond with impact fee proceeds.

19. RESOLUTION

19.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Heights Village Master Development Agreement and Conditional Approval of Partial Assignment.

Senior Planner Tayler Jensen presented the item. The proposal is to amend the Eagle Heights Village Master Development Agreement (MDA) governing Phases 3 through 5 of the Eagle Heights Village Master Development. The applicant has submitted two options and is proposing that all residents of Eagle Heights Village will have access to all amenities, including the pool, with both options. The only change to the amenity package for both Options 1 and 2 is the addition of a half basketball court. Existing amenities in Phases 1 and 2 include a community center, exercise facility, pickleball court, playground, tot lot, two gazebos, picnic tables, benches, two bike racks, two garden boxes, and a half basketball court. Amenities to be built in Phases 3 to 5 include a community center, swimming pool (access granted to all residents of all 5 phases), 3 tot lots, and garden boxes. Pool construction will be completed in the next phase of the development.

The applicant is proposing two options to replace the existing MDA:

- Option 1 – Split all the duplex lots in Phases 3 to 5 into two single-family residential lots. The lot count will double to 148, but the dwelling unit count will remain unchanged. The proposed development standards include a front setback of 20 feet, driveway setback of 20 feet, side setback of 10 feet, rear setback of 20 feet, lot frontages of 52 to 56 feet, minimum lot size of 4,238 square feet, and an average lot size of 5,500 square feet.
- Option 2 – Construct 148 twin home, semi-detached units with a zero lot line between units. Individual homeowners could purchase half of the structure. There would be no change to the layout of the currently approved site plan. The proposed development standards are a front setback of 20 feet, driveway setback of 20 feet, side setback of 10 feet, rear setback of 20 feet, and lot frontages of 52 feet. The lot sizes would remain the same as previously approved.

The applicant has provided colored renderings of single-family units, and they are asking that if either option is approved, the elevations provided be approved and staff be granted the authority to approve other elevations which substantially match the architectural style and design. The applicant requests the Council to authorize staff to finalize the MDA, authorize the Mayor to execute the conditions of approval granted by the Council, and the MDA to include a partial assignment approval of the rights and responsibilities of the development agreement as outlined in the MDA.

Discussion ensued clarifying the changes to the project from the previous meeting and the surrounding uses and zoning of adjacent properties.

3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held. Mayor Westmoreland adjourned the meeting at 5:48 p.m.

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

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

ELECTED OFFICIALS PRESENT ELECTRONICALLY: Councilmember Donna Burnham

CITY STAFF PRESENT: Paul Jerome, City Administrator; Steve Mumford, Assistant City Administrator/Community Development Director; Robert Hobbs, Planning Manager; Tayler Jensen, Senior Planner; Fionnuala Kofoed, Director of Administrative Services/City Recorder; Elizabeth Fewkes, Recording Secretary; Jeremy Cook, City Attorney; Kimberly Ruesch, Finance Director; Brad Hickman, Parks and Recreation Director; Embret Fossum, UFA Battalion Chief; and Eric McDowell, Chief Deputy Sheriff.

CITY STAFF PRESENT ELECTRONICALLY: Aaron Sanborn, Economic Development Director; Chris Trusty, City Engineer; Jeff Weber, Fleet and Facilities/Operations Director; and Zac Hilton, Streets and Storm Drain Manager.

4. CALL TO ORDER

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

5. PLEDGE OF ALLEGIANCE

Councilmember Curtis led the Pledge of Allegiance.

6. INFORMATION ITEMS/UPCOMING EVENTS

- The City's Easter Egg Hunt will be held on April 9th at Cory Wride Park. The activities will start at 11:00 a.m. Photos with the bunny will take place at the event. Questions can be submitted to events@emcity.org. We hope to see you there.
- Eagle Mountain City has an app. You can find the link to download the app on your mobile device through Eagle Mountain social media. We have compiled residents' most used services in one place. Use the mobile app today.

To receive City notifications, including emergency info, news events, and traffic alerts, sign up at emcity.org/notifyme.

7. PUBLIC COMMENTS

Mayor Westmoreland opened public comment at 7:08 p.m.

Jeff Ruth advocated for Eagle Heights Village to develop according to existing code if the City Council determines to allow an amendment to the Master Development Agreement.

Mayor Westmoreland closed public comment at 7:10 p.m.

8. CITY COUNCIL/MAYOR'S ITEMS

Councilmember Curtis

Councilmember Curtis thanked the meeting participants and the first responders in attendance.

Councilmember Love

Councilmember Love greeted those in attendance. The American Legion will be hosting a Blood Drive on April 1st at the Senior Citizen Center.

Councilmember Wright

Councilmember Wright welcomed the public and expressed gratitude to staff. A CERT training will be held on April 23rd and 30th at City Hall from 8:00 a.m. to 5:00 p.m.

Councilmember Gray

Councilmember Gray expressed appreciation to first responders for keeping the public safe. He thanked the Water Department for responding to an emergency during the weekend and staff for assisting him with increasing his understanding of the City. He noted that the Youth Council is in need of advisors.

Councilmember Burnham

Councilmember Burnham said she is grateful for the participants and for the technology that enables virtual attendance.

Mayor Westmoreland

Mayor Westmoreland expressed gratitude to the Eagle Mountain Nature and Wildlife Alliance, the Division of Wildlife Resources, and other volunteers for planting around 1,500 trees and shrubs in open spaces in the City.

9. RECOGNITION

9.A. Brody Kinder – Rural Water Association of Utah Wastewater Operator of the Year

This item was removed from the agenda.

CONSENT AGENDA

10. AGREEMENTS

10.A. AGREEMENT – An Agreement with Jennifer Corrington (d.b.a. Vintage Lily Farms) to Provide Management Services and Operate a Farmers Market.

11. BID AWARDS

11.A. Well #7 Drilling – Boart Longyear Drilling

11.B. Well #7 Site Prep Package – VanCon, Inc.

12. BOND RELEASES

12.A. Glenmar Ranch Phase B, Plat 3 – Out of Warranty

12.B. Glenmar Ranch Phase B, Plat 4 – Out of Warranty

12.C. The Towns at Brylee Farms Phase B, Plat 2 – Into Warranty

13. MATERIALS PURCHASE APPROVAL

13.A. Eagle Mountain Boulevard Widening Project Materials – WW Clyde

14. MINUTES

14.A. March 1, 2022 – Regular City Council Meeting

15. PRELIMINARY PLAT

15.A. PRELIMINARY PLAT – Parkway Fields Phase B

16. RESOLUTIONS

16.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Amending the Eagle Mountain City Policies and Procedures Manual, Adding Parental Leave Benefits.

MOTION: *Councilmember Wright moved to approve the consent agenda, removing item 15.A. and placing it as a scheduled item. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

SCHEDULED ITEMS

15. PRELIMINARY PLAT

15.A. PRELIMINARY PLAT – Parkway Fields Phase B

Mr. Hobbs reviewed the item as presented during the work session. To address Councilmember Gray's earlier request to provide additional trail connectivity to the park, the applicant submitted a graphic which identified lots on the south side of George Washington Drive and the north side of Benjamin Franklin Drive, where the frontage width could be reduced to incorporate a midblock pedestrian connection.

Assistant City Administrator/Community Development Director Steve Mumford explained that the street lengths exceed general neighborhood residential street lengths to provide the appropriate distance between collector roads.

Councilmember Love concurred with adding additional pedestrian connections as she feels it is important for residents to be able to access the park from the north and south.

Discussion ensued to determine the appropriate and desired width of the midblock pedestrian connection.

Mr. Mumford explained that a 20-foot-wide path is required to qualify for amenity points. As the project exceeds the requisite amenity points, a narrower path could be approved. He verified that the block length of the south side of George Washington Drive exceeds the 800 feet maximum permitted in Municipal Code, if no midblock pedestrian connection is provided.

Applicant representative Bronson Tatton said he was amenable to reducing the width of some of the frontages to add midblock pedestrian connections.

Councilmember Gray suggested allowing an exemption to the minimum frontage requirements of 62 feet to provide adequate width for the midblock pedestrian connections.

The Council determined to allow lot frontages to be reduced to no less than 60 feet in order to provide a 20-foot midblock pedestrian connection.

MOTION: *Councilmember Gray moved to approve the Parkway Fields Phase B preliminary plat with the following conditions:*

- 1. A 20-foot midblock pedestrian connection trail shall be added between George Washington Drive and Declaration Park;*
- 2. A 20-foot midblock pedestrian connection trail shall be added between Declaration Park and Benjamin Franklin Drive;*
- 3. Frontage widths may be reduced on the north side of Benjamin Franklin Drive to no less than 60 feet to provide the pedestrian connection; and*
- 4. The preliminary plat approval excludes the park plan.*

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

17. ORDINANCES/PUBLIC HEARINGS

17.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Adopting the Third Amendment to the Fiscal Year 2021-2022 Annual Budget.

Finance Director Kimberly Ruesch reviewed the item as presented during work session.

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

MOTION: *Councilmember Gray moved to approve an Ordinance of Eagle Mountain City, Utah, adopting the Third Amendment to the Fiscal Year 2021-2022 Annual Budget. Councilmember Wright seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

17.B. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Browns Meadow.

Mr. Hobbs reviewed the item as presented during work session. He stated he believes that the road through the property indicated on the Future Land Use and Transportation Map is no longer planned by the City.

Discussion ensued regarding the plans for a potential connector road impacting the development.

Mayor Westmoreland opened the public hearing at 7:54 p.m.

Kathryn Richards said although she does not object to development, she desires to protect her neighborhood's property, animal, and agricultural rights.

Elizabeth Lebrecht requested the City Council include Utah County parcels in the lot size transition requirements as she believes that was the intent of the standards; transitioning will help protect their rights and business. She explained her largest concern is mitigating lifestyle and use conflicts rather than specific lot sizes.

Amy Saunders stated that she desires to see transitioning enforced to help protect their livelihood and protect against potential neighbor disputes.

The Council clarified the concerns and discussed road locations and proposed road connection impacts with the adjacent property owners.

Mayor Westmoreland closed the public hearing at 8:11 p.m.

Councilmember Curtis stated he believes the transitioning standards should apply to the parcels because they are being used for individual residential dwellings.

City Attorney Jeremy Cook said he views the developed parcels as having been legally approved by the City for building purposes and that the intent of the lot transitioning standards in Municipal Code was for developed properties with residences, as opposed to vacant parcels not approved for building. However, due to the ambiguity in current standards regarding Utah County parcels, he recommended to zone the property RA2 to require 2 ½ acre lots, to table the application to clarify Municipal Code to require the transition, or to allow one-acre lots.

Applicant representative Brett Lovell said they are amenable to comply with transitioning. However, impacted residents expressed that they are primarily concerned with buffering. Due to the layout of the land, creating two-acre lots would increase the width rather than the depth of the property and would not provide additional distance between the location of the new homes on the lots and the adjacent properties. He suggested a larger rear setback for the homes as an alternative. The development will be for a rural-style, agricultural community and would be negatively impacted by the requirement for a collector road.

Applicant representative Howard Schmidt stated another alternative would be to adjust the road to increase the depth of some of the lots.

Regarding the draft preliminary plat that was included in the packet, the Council asked the applicant to address transitioning concerns using compatibility, lot size, and whether a collector road is required. This item will return to a future City Council meeting for consideration.

Councilmember Curtis suggested approving the rezone to RD1 with the condition that it be contingent upon a development agreement to ensure the City can enforce proper lot size transitioning or rear setback buffering between the adjacent properties to the north.

Discussion ensued regarding whether the approval of the rezone should be contingent upon a development agreement.

MOTION: *Councilmember Gray moved to approve an Ordinance of Eagle Mountain City, Utah, rezoning certain lands known as Browns Meadow to RD1. Councilmember Love seconded the motion.*

Councilmember Gray withdrew his motion.

MOTION: *Councilmember Gray moved to approve an Ordinance of Eagle Mountain City, Utah, rezoning certain lands known as Browns Meadow to the RD1 Zone, contingent upon the property owner entering into a development agreement. Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

18. RESOLUTION/PUBLIC HEARING

18.A. RESOLUTION/PUBLIC HEARING – A Public Hearing to Allow Public Input Regarding (A) the Issuance and Sale of Not More Than \$25,000,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, Series 2022, (the "Bonds") and (B) Any Potential Economic Impact That the Project Described Herein, to be Finance With the Proceeds of the Bonds Issued Under the Act, May Have On the Private Sector.

Mr. Jerome reviewed the item as presented during work session.

Discussion ensued regarding whether the bond amount was sufficient to cover the contemplated projects and other funding and bond payment options.

Laura Lewis with Lewis, Young, Robertson, and Burningham, Inc. explained bond structures and how market conditions can affect the City.

Mayor Westmoreland opened the public hearing at 8:54 p.m. As there were no comments, he closed the hearing.

This was a public hearing only; no action was taken.

19. RESOLUTION

19.A. RESOLUTION – A Resolution of Eagle Mountain City, Utah, Approving the First Amendment to the Eagle Heights Village Master Development Agreement and Conditional Approval of Partial Assignment.

Senior Planner Tayler Jensen reviewed the item as presented during work session.

Councilmember Gray stated he felt the applicant did not incorporate the Council's feedback in the proposal as the options presented have not changed since the previous meeting.

Applicant representative Kirt Peterson said he received different feedback from various Councilmembers and he was unable to incorporate the larger lots requested by Councilmember Gray. They desire to provide an affordable product and their preference is the single-family option. Being allowed to reduce the buildable area would result in a lower price for the 2,400- to 3,600-square foot single-family, two-story homes with basements.

Councilmember Love clarified that although she is concerned with affordability, she is not in favor of reduced frontages for the single-family homes based upon the problems she has seen in other areas in the City. She would prefer to continue with the current affordable product type with zero lot lines to be sold as individual units rather than single-family homes that are not compliant with current Municipal Code standards. Even though the new twin home would not be subsidized, they would still be more affordable than many products.

Councilmember Burnham said she does not object to basements and two-story single-family homes but would like a transition from the existing duplexes to the single-family units; however, she prefers the individually-owned twin homes as those units are most similar to what was approved, previously. Her only concern is with the impact on the neighborhood should various landlords own and rent the units.

Councilmember Wright stated although he appreciates the side setback exceeding the minimum requirement, he is against approving exemptions to the current RC standards for frontage width, minimum lot size, minimum average lot size, driveway setback length, and garage sizes. With the twin home options, he prefers the subdividing of the lots to allow for individual homeowners rather than landlords. Although the location is contemplated for other uses, he recognizes the need for less expensive product in the City. However, allowing the twin homes to be increased from the approved 1,100- to 1,400-square foot units by adding second floors and basements raises the price.

Councilmember Curtis stated that allowing zero lot lines for the current units would be significantly different from the applicant requesting to increase the size of both unit types, which renders the products not as affordable.

Councilmember Gray stated that the Council would entertain a market-rate product that meets Municipal Code.

Discussion ensued regarding whether to table or deny the request to allow the applicant time to prepare a proposal that adheres to current Municipal Code standards including transitioning considerations that the Council would be willing to entertain as the majority of Councilmembers are not in favor of either option proposed.

Mr. Cook stated that a denial would not prohibit the applicant from returning with another proposal in the near future.

Mr. Peterson requested the item to be tabled rather than denied due to the need for a new application to be reviewed by the Planning Commission.

Councilmember Gray said a pool needs to be included in a future proposal for the duplex units. Whether any new single-family homes would also have use of the pool is at the discretion of the applicant.

Councilmember Curtis stated that either the approved product needs to be developed, or new units need to meet current standards. He is against increasing the density in the project.

MOTION: *Councilmember Wright moved to deny a resolution of Eagle Mountain City, Utah, approving the first amendment to the Eagle Heights Village Master Development Agreement and conditional approval of partial assignment. Councilmember Curtis seconded the motion.*

Councilmember Wright explained that his motion to deny rather than table the item is due to the lack of consensus between the applicant and the Council. As the project will undergo significant changes, he feels it would be appropriate to require the review of the Planning Commission.

Councilmember Gray expressed concern that denying the application will result in the applicant constructing the project as approved and he is in favor of a mixture of R2 and R3 single-family homes in that area of the City, rather than duplexes.

Those voting aye: Colby Curtis, Carolyn Love, and Brett Wright. Those voting nay: Donna Burnham and Jared Gray. The motion carried with a vote of 3:2.

20. CITY COUNCIL/MAYOR'S BUSINESS

21. CITY COUNCIL BOARD LIAISON REPORTS

Councilmember Burnham

Councilmember Burnham said Pony Express Events is working hard in planning for this summer's events.

Councilmember Curtis

None.

Councilmember Love

Councilmember Love said the American Legion will be hosting a Blood Drive on April 1st at the Senior Citizen Center.

Councilmember Wright

Councilmember Wright said the Parks and Recreation Advisory Board has a vacancy and the Youth Council needs two advisors. He encouraged interested residents to apply.

Councilmember Gray

None.

22. COMMUNICATION ITEMS

22.A. Financial Report

22.B. Upcoming Agenda Items

23. ADJOURNMENT

MOTION: *Councilmember Gray moved to adjourn the meeting at 9:37 p.m. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

The meeting was adjourned at 9:37 p.m.

Approved by the City Council on April 5, 2022.

Fionnuala B. Kofoed, MMC
City Recorder



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	SITE PLAN - Marketplace at Eagle Mountain Town Center Lot 6 Pad C2		
ITEM TYPE:	Site Plan		
FISCAL IMPACT:			
APPLICANT:	Bill Gaskill		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE CC	ACREAGE .44	COMMUNITY South Town

PUBLIC HEARING:
No

PREPARED BY:
Tayler Jensen, Planning

PRESENTED BY:
Tayler Jensen

RECOMMENDATION:

BACKGROUND:

Bill Gaskill has applied for site plan approval for a Pad building located on along Pony Express Parkway, in the Marketplace at Eagle Mountain Town Center Project. The Eagle Mountain Town Center Master Site "Plan and Preliminary Plat were approved on August 18th 2020, with the development agreement being approved on December 1st 2020. The Zoning of the property is Commercial Community (CC).

ITEMS FOR CONSIDERATION:

Site Plan Development Standards: The following are standards required for all site plans in any zoning district (17.100.050)

- A. Use of Property: The entire parcel is to be built, landscaped, or paved, thus the proposal *complies* with 17.100.050 A
- B. Screening Requirements: The project is located within a commercial district, and does not abut any agriculture or residential property, therefore it *complies* with 17.100.050 B
- C. Access Requirements: The pad building is accessed via an internal roadway. The width of the access is 40' which *complies* with 17.100.050 C
- D. Off-Street Truck Loading Space: This use does not require the frequent distribution of materials and therefore does not

provide off-street Truck Loading Space.

- E. Utilities: All utilities are shown as being underground and in proper easements in compliance with 17.100.050 E.
- F. Grading and Drainage: The applicant has provided grading and draining plans that have been reviewed by the City Engineer

Commercial Design Standards The following are design standards for the site and building design of commercial developments.

17.72.030 A requires buildings be located at or near the front setback with pedestrian access leading to the primary entrance and with landscaping between the building and the street. The building is located adjacent to Pony Express Parkway, but there is a drive-thru between the building and Pony Express Parkway, which prohibits pedestrian connections to the East elevation. A crosswalk is provided from the internal access located West of the front of the building, it crosses the drive-thru on the north side of the building. Ideally this building would also provide Pedestrian access to the improved trail that runs along Pony Express Parkway to the East. It shall be up to the City Council to determine if this complies with code.

17.72.030 A1 requires the primary entrance of a commercial building to orient toward the street and the sidewalk. The main entrance to the building is located on the West Elevation which opens to the main parking area with the rear (East elevation) facing toward Pony Express Parkway. It is the opinion of staff that the proposal doesn't orient the building to the road or a pedestrian way. As there are no entrances on the East elevation and a pedestrian access is provided from the west the City Council may determine if this is appropriate or not.

17.72.030 B Requires surface parking to be located to the rear or side of the building, and that parking should not be located between any commercial building and the street. All parking is located to the rear of the building, thus this project *complies* with 17.72.030 B.

Architectural Standards: The following architectural elements shall be applied to commercial development. Minor variations to these standards may be considered

17.72.040 A requires that commercial buildings be similar in style to adjacent buildings, and that all facades of the building be designed

with consistent architectural style, detail, and trim features as the primary façade. The proposed Pad site elevations are similar in look to the approved Marketplace at Eagle Mountain Town Center pad site elevations, and have been updated to include color schemes closer to those used in already approved pad buildings, it is the opinion of staff that elevations largely comply with code.

17.72.040 B states "the main entrance of a structure should orient to major sidewalks, pedestrian ways, plazas, courtyards, or other public spaces. It shall be clearly identifiable, and consist of a sheltering element such a porch, stoop, awning, arcade, or portico. The main entrance of the structure orients towards the parking area, with the rear (East elevation) being the most plain of the elevations. Staff recommends additional details and features, such as awnings, be added to the East elevation.

17.72.040 C states: "the primary roof form of a structure should help reduce the perceived scale of the building. All commercial buildings shall contain either a sloping roof with overhanging eaves, or a decorative parapet and multiple roof planes and heights..." The proposed building has multiple roof planes and heights and a decorative parapet therefore it *complies* with 17.72.040 C.

17.72.040 D requires vertical and horizontal articulation. The building includes columns, awnings, and use of different materials providing visual articulation in *compliance* with 17.72.040 D

17.72.040 E1 states: "Commercial buildings shall incorporate a majority of the following architectural details: reveals, canopies, awnings, popouts, columns, decorative trim and molding, architectural lighting, ornamental cornices, decorative masonry pattern, decorative doors and windows, exposed timbers and trellis structures, all side of a building shall include chosen details" The proposal uses reveals, awnings, columns, decorative trim and molding, decorative doors and windows, however, not all of the features are used on the rear (East Elevations).

17.72.040 F2 states: "All commercial buildings shall avoid large panelized products or featureless surfaces. Commercial buildings shall utilize an appropriate mixture of building materials on all sides..." It shall be up to the City Council to determine if the The North, South, and East elevation include large featureless surface or

if you feel they comply with this standard.

17.72.040 G states "Buildings should not be restricted to using desert landscape colors such as beige, tan, grays, browns etc. A wide palette of colors is recommended..." The proposed elevations match the colors and materials of other developments within the Marketplace project and it is the opinion of staff that they COMPLY with this requirement.

Parking

Retail establishments require 1 stall per 300 square feet of gross floor area and a maximum of 1 stall per 200 square feet of gross floor area. The 1,194 SF of retail requires between 4 and 6 parking stalls

Restaurants with drive-through require 1 parking stall per 125 square feet.

The 1,194 SF Restaurant with drive-through requires 10 parking stalls

Therefore this project requires a minimum of 14 parking stalls, and provides 14 stalls in *COMPLIANCE* with the parking standard

Drive Through

The proposal has a drive through which must meet the standards of 17.75.069 including up to 120 feet of stacking space.

Bike Racks

The applicant is providing bike racks in compliance with 17.35.050 K

REQUIRED FINDINGS:

Site plan approvals are based upon compliance with City Code requirements and requirements of any applicable development agreements. The approval criteria for a site plan can be found in EMMC 17.100. [The Marketplace at Eagle Mountain Town Center development agreement](#) should also be considered with reviewing this application.

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Eagle Mountain Planning Commission recommended approval

(**4-0, 1 commissioner excused**) of the Marketplace at Eagle Mountain Town Center Lot 6 Pad C2 Site Plan to the City Council for the reasons set forth in the staff report and in the meeting with the following condition:

1. Awnings shall be added to the East Elevation

ATTACHMENTS:

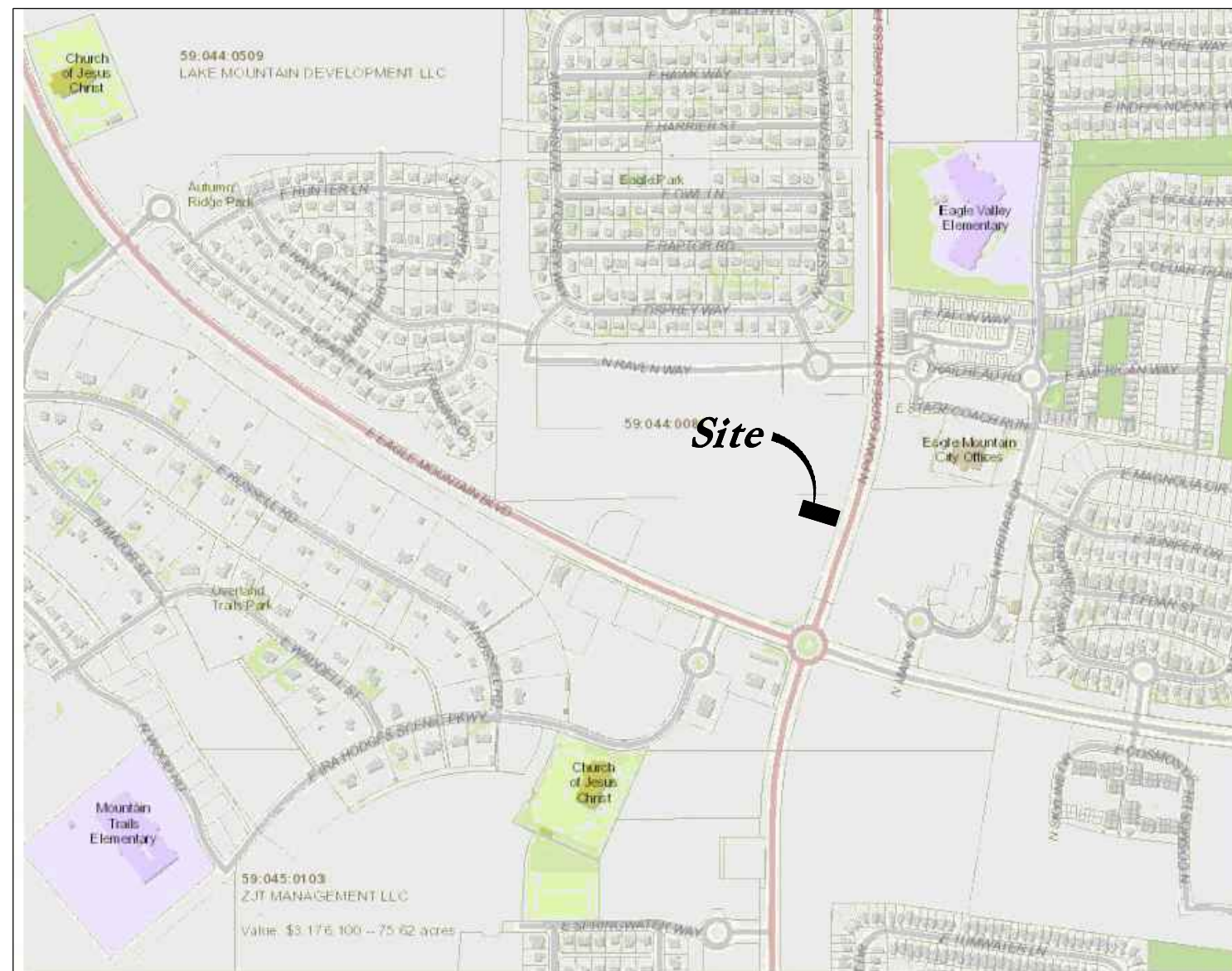
[Site Plan](#)

[Elevations](#)

Marketplace at Eagle Mountain Lot 6

4121 North Pony Express Parkway

Eagle Mountain, Utah



Vicinity Map
Not to Scale

Civil Sheet Index

C0.0	Cover Sheet
C0.1	Demolition Plan
C1.1	Site Plan
C2.1	Grading Plan
C2.2	Grading Details and Notes
C2.3	Accessible Details and Notes
C3.1	Utility Plan
C4.1	Details
C4.2	Details
C5.1	Erosion Control Plan
L1.1	Landscape Plan
L2.1	Irrigation Plan
L3.1	Landscape & Irrigation Details

Eagle Mountain City General Notes

SEWER

- Pipe bedding: 3/4" gravel required 6" below, on the sides & 12" above the pipe (minimum).
- Depth: Sewer mains/laterals to maintain 4' of cover (minimum) from finished grade, 3' minimum from top of pipe at time of installation.
- Separation: sewer mains & laterals to maintain 10' separation (minimum) from culinary water mains & laterals.
- Sewer Y's: 3' minimum separation between sewer Y's.
- Lateral stubs: A) stubs must extend 15' into property and be marked with 2x4 painted green. B) All laterals must be GIS (shot in) at the Y's and stubs. Also slopes (2% min. on 4" pipe) to be checked before backfill.
- Manholes: manholes to be within 1' of finished grade, 12" of whirly gig form (max) and no flat rings allowed. 12" of 3/4" gravel required under manholes/boxes.

WATER

- Valves: 1. Valves must be flanged to tee's (fittings). 2. Valves 12" and larger to be butterfly valves.
- Bedding: sand must meet AASHTO (A-3) gradation with 100% passing the #4 sieve. 6" below pipe on the sides & 12" above pipe (minimum).
- Depth: water main & laterals must maintain 4' cover from finished grade (minimum), 3' minimum from top of pipe at time of installation. Max depth 72" from finished grade.
- Services & fittings: services & fittings to maintain 3' minimum separation from pipe joints and other fittings.
- Setters: all setters to be 21" tall (minimum), have unions at the base and be dual check model, also 3/4" setters to have double braces. Setters to be set at: 18" to 22" from the top of setter to top of lid.
- Water can lid: all lids to say "Eagle Mountain" on them recessed with a hole for the ERT and to be set at level to 1" above the plane of the curb & sidewalk.
- Water Can: the water can for 3/4" & 1" services will need to be a 36" tall minimum and 21" inside diameter. Water can for 1-1/2" to 2" service will need to follow APWA specification.
- Hydrants: hydrants to be 5' bury (minimum).
- Laterals: all laterals need to be GIS (shot in) at the corp. stop & setter, and also visual inspection on poly inserts before backfill. Water laterals to extend 15' into property and be marked with a 2x4 painted blue. All poly lines to have visual poly insert inspection.
- Tracer wire: run tracer wire along main & extend up setters and hydrants, do not run up valve boxes.
- Water fittings: all water fittings to be checked for thrust blocks (pre & post) and GIS (shot in) before backfill.
- Vertical separation: water main to maintain 18" minimum separation from storm drain or other obstacles/utilities.
- Water line fittings: all fittings to have mega lug followers.
- Water Main Line: NO DEFLECTION or bending of pipe will be allowed in the water lines and bend fittings will be required. All fittings to be Mega-lug fittings.

STORM DRAIN

- Bedding: 3/4" gravel 6" below and on sides of pipe & 12" above pipe (minimum).
- ADS: all ADS pipe to be "HP" brand.
- Collars: collars to be 1'x1' around pipe, 4000 psi concrete, inspection is needed pre & post collar pour.
- Manholes: manholes to be within 1' of finished grade, 12" of whirly gig form (max) and no flat rings allowed. 12" of 3/4" gravel required under manholes/boxes.

ROAD SECTION

- Proof rolls: proof roll required on all sections of road: i.e. sub-grade, sub-base, and curb base and road base. Curb stakes required for sub-grade inspection and string line required for sub-base and road base inspection.
- UTBC: state spec. road base required for all roads, commercial base acceptable for the sidewalks & trails.
- Collars: all collars to be 1' wide by 1' deep with a 6000 psi concrete with 1.5# fiber mesh per cubic yard (3/4" monofilament) required for all street collars. Manhole covers and water valve towers to be 1/2" down from asphalt edge and concrete to be 1/4" to 3/8" down from asphalt edge.

Flood Zone

This property lies entirely within Flood Zone X as designated on FEMA Flood Insurance Rate Map for Eagle Mountain, Utah County, Utah and Incorporated Areas Map Number 49049C0275F dated 19 June, 2020 (Not Printed). Flood Zone X is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

Basis of Bearings

A line between monuments found for Southeast Corner and the East Quarter Corner of Section 12 was assigned the Utah County Survey bearing of North 0°27'04" East as the Basis of Bearings to place the Survey on State Plane Basis.

Benchmark

Brass Cap Monument for the South Quarter Corner of Section 12, T6S, R2W, SLB&M Assigned elevation using GPS methods
Elevation = 4865.18 feet
Utah County Surveyor Tie Sheet, Published 2 April, 2002 Observed 16 September, 2020

Abbreviations

BCR	Begin Curb Return	PT	Point of Tangency
BOL	Ballard	PVC	Polyvinyl Chloride
BRW	Finish Grade - Bottom of Retaining Wall	PVI	Point of Vertical Intersection
CATV	Cable Television Box	RCP	Reinforced Concrete Pipe
CB	Catch Basin	RD	Roof Drain
CMP	Corrugated Metal Pipe	SB	Signal Box
COB	Cleanout Box	SD	Storm Drain
COTG	Cleanout to Grade	SDMH	Storm Drain Manhole
EA	Edge of Asphalt	SMH	Sewer Manhole
EB	Electrical Box	SP	Signal Pole
EC	End of Curve	SS	Sanitary Sewer
ECR	End Curb Return	SVZ	Sight Visibility Zone
GB	Grade Break	SW	Secondary Water
GM	Gas Meter	TA	Top of Asphalt
HB	Hose Bib	TB	Telephone Box
HP	High Point	TBC	Top Back of Curb
I	Irrigation Line	TG	Top of Grate
ICB	Irrigation Control Box	TMH	Telephone Manhole
Lip	Lip of Gutter	TP	Top of Concrete
LP	Light Pole	TRW	Finish Grade - Top of Retaining Wall
MH	Manhole	TW	Top of Walk
Mon	Monument	VC	Vertical Curve
PC	Point of Curvature	VPC	Vertical Point of Curve
PCC	Point of Compound Curvature	VPT	Vertical Point of Tangency
PI	Point of Intersection	WL	Waterline
PM	Power Meter	WP	Working Point
PP	Power Pole	WV	Water Valve

Legend

Proposed Curb & Gutter	Existing Improvements	Existing Asphalt
Proposed Open Face C & G	Existing Concrete	Existing Concrete
Proposed Asphalt	Existing Inlet Box	Existing Catch Basin
Proposed Concrete	Existing Manhole	Existing Fire Hydrant
Proposed Truncated Domes	Existing Water Valve	Existing Overhead Power Line
Proposed Inlet Box	Existing Sewer	Existing Water
Proposed Catch Basin	Existing Storm Drain	Existing Secondary Water
Proposed Manhole	Existing Gas	Existing Telephone
Proposed Transformer	Existing Power	Existing Fence
Proposed Meter Box	Existing Telephone	Flowline
Proposed Water Meter	Existing Telephone	Centerline
Proposed Combo Box	Existing Telephone	Existing Contour
Proposed Fire Hydrant	Existing Telephone	Existing Spot
Proposed Water Valve	Existing Telephone	Existing Light Pole
Proposed Water Line	Existing Telephone	Existing Street Light
Proposed Sanitary Sewer	Existing Telephone	Existing Building
Proposed Storm Drain	Existing Telephone	Existing Telephone Box
Proposed Conduit Line	Existing Telephone	Existing Power Meter
Proposed Power Line	Existing Telephone	Existing Electrical Box
Proposed Gas Line	Existing Telephone	Existing Electrical Cabinet
Proposed Fire Line	Existing Telephone	Existing Gas Meter
Proposed Secondary Water Line	Existing Telephone	Existing Water Meter
Proposed Roof Drain	Existing Telephone	Existing Irrig. Control Box
Proposed Fence	Existing Telephone	Existing Ballard
Ridge line	Existing Telephone	Existing Hose Bib
Grade Break	Existing Telephone	Working Point
Proposed Contour	Existing Telephone	Existing Deciduous Tree
Direction of Drainage	Existing Telephone	Existing Coniferous Tree
Proposed Spot	Existing Telephone	Detail Number
ADA Accessible Route	Existing Telephone	Sheet Number
Property Line	Existing Telephone	
Sawcut Line	Existing Telephone	
Proposed Light Pole	Existing Telephone	
Proposed Street Light	Existing Telephone	
Proposed Building	Existing Telephone	
Existing Power Pole	Existing Telephone	
Existing Power Pole w/ Guy	Existing Telephone	
Existing Utility Marker	Existing Telephone	
Existing Post	Existing Telephone	

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(801) 521-8529 - AWahlen@engineering.net

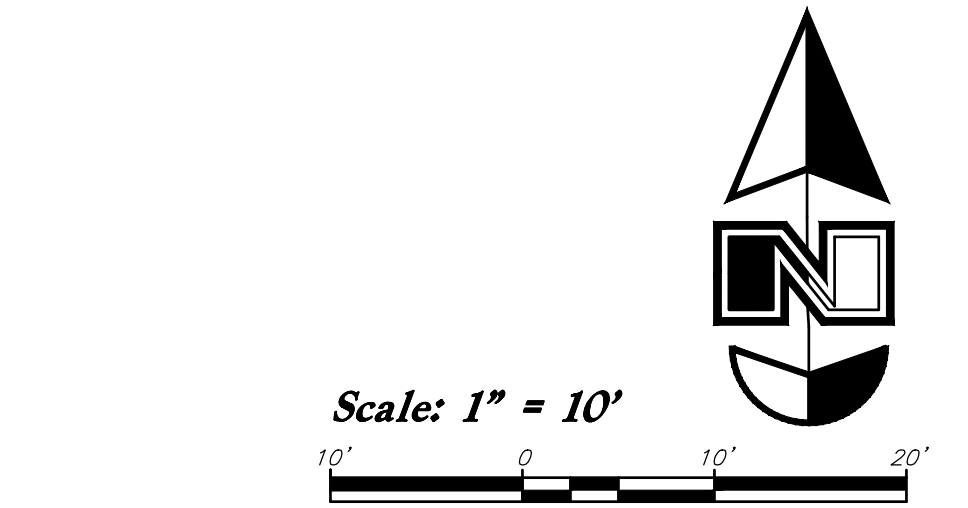
Cover Sheet
Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
No. 79938P
SHAUN K. YOUNG
3/15/22
STATE OF UTAH

15 Mar, 2022

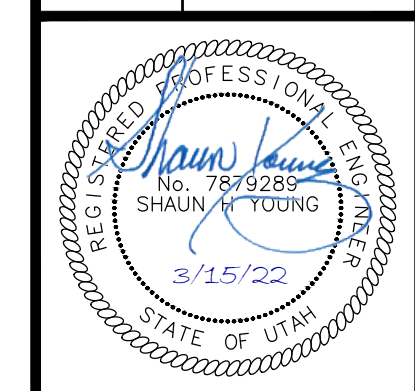
SHEET NO.

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1. Demolition and site clearing for this contract are to include all areas shown within demolition limits or by note.
2. Refer to site improvement plans for more details on limits of removal.
3. All curbs, gutters, walks, slabs, walls, fences, flatwork, asphalt, waterlines and meters, gas lines, sewer lines, light poles, buried cables, storm drain piping and structures to be cleared from site unless otherwise shown.
4. All utilities, sewer, water, gas, telephone and electrical services to be disconnected and capped according to city, county and utility company requirements, unless otherwise shown.
5. Excavated areas to be backfilled with clean granular material compacted to 95% of maximum lab density as determined by ASTM D 1557-78. (Test results to be given to owner) Excavated areas should be project backfilled per the geotechnical report prepared for the project.
6. Clear and grub trees, shrubs, and vegetation within construction limits, disposal to be off-site except where noted otherwise.
7. DO NOT interrupt any services or disrupt the operation of any businesses shown outside the demolition limits.
8. Remove debris, rubbish, and other materials resulting from the demolition and site clearing operations from the site and dispose of in a legal manner.
9. The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied upon as being exact or complete. Contractor shall contact the appropriate having jurisdiction for field locations. Contractor shall be responsible for protection of in place and relocated utilities during construction.
10. Stockpiles shall be graded to maintain slopes not greater than 3 horizontal to 1 vertical. Provide erosion control as needed to prevent sediment transport to adjacent drainage ways.
11. Contractor shall be responsible for disposal of all waste material. Disposal shall be at an approved site for such material. Burning onsite is not permitted.
12. Contractor shall verify with city any street removal, curb cuts, and any restoration required for utility line removal.
13. Install traffic warning devices as needed in accordance with local standards.
14. Contractor shall obtain all permits necessary for demolition from City, County, State or Federal Agencies as required.
15. If Contractor observes evidence of hazardous materials or contaminated soil, he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.
16. Limits of demolition/disturbed areas shown on the plans may not be at exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

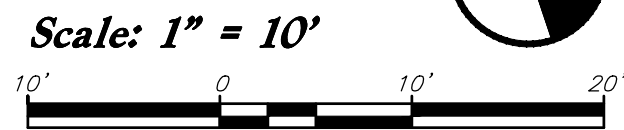
The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.



SHEET NO.

CO.1

Site Data
Site Area = 19,545 s.f. (0.449 ac.)
Landscape Area Provided = 4,223 s.f. (21.6%)
Impervious Area Provided = 12,933 s.f. (66.2%)
Building Area = 2,389 s.f. (12.2%)
Parking Required 1,194 s.f. (Fast Food) = 1/125 s.f. = 10 stalls
Parking Required 1,194 s.f. (Retail) = 1/300 s.f. = 4 stalls
Parking Provided = 14 stalls (5.86/1,000)



Site Construction Notes

- Const. 24" Curb & Gutter
- Const. Asphalt Paving
- Const. Conc. Sidewalk
- Const. Thickened Edge Sidewalk
- Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
- Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets)
- Not Used
- Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
- Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
- Const. Concrete Paving
- Dumpster Enclosure (See Architectural Plans)
- Const. Directional Arrows per MUTCD
- Const. Stop Sign per MUTCD R1-1
- Connect to Existing Improvements and Match Grade Elevations
- Const. 2' Concrete Waterway
- Const. Landscape Headlight Screening See Landscapes Plan L1.1
- Menu Board by Others
- Const. Bike Rack

General Site Notes:

- All dimensions are to back of curb unless otherwise noted.
- Fire lane markings and signs to be installed as directed by the Fire Marshal.
- Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- Const. curb transition at all points where curb abuts sidewalk, see detail.
- Contractor shall place asphalt paving in the direction of vehicle travel where possible.
- Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Survey Control Note:

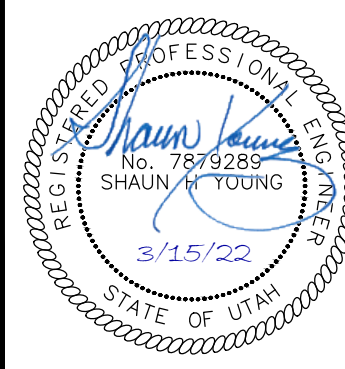
The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

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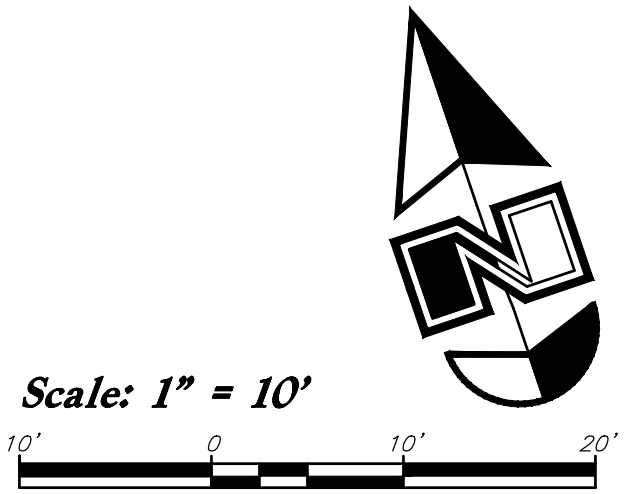
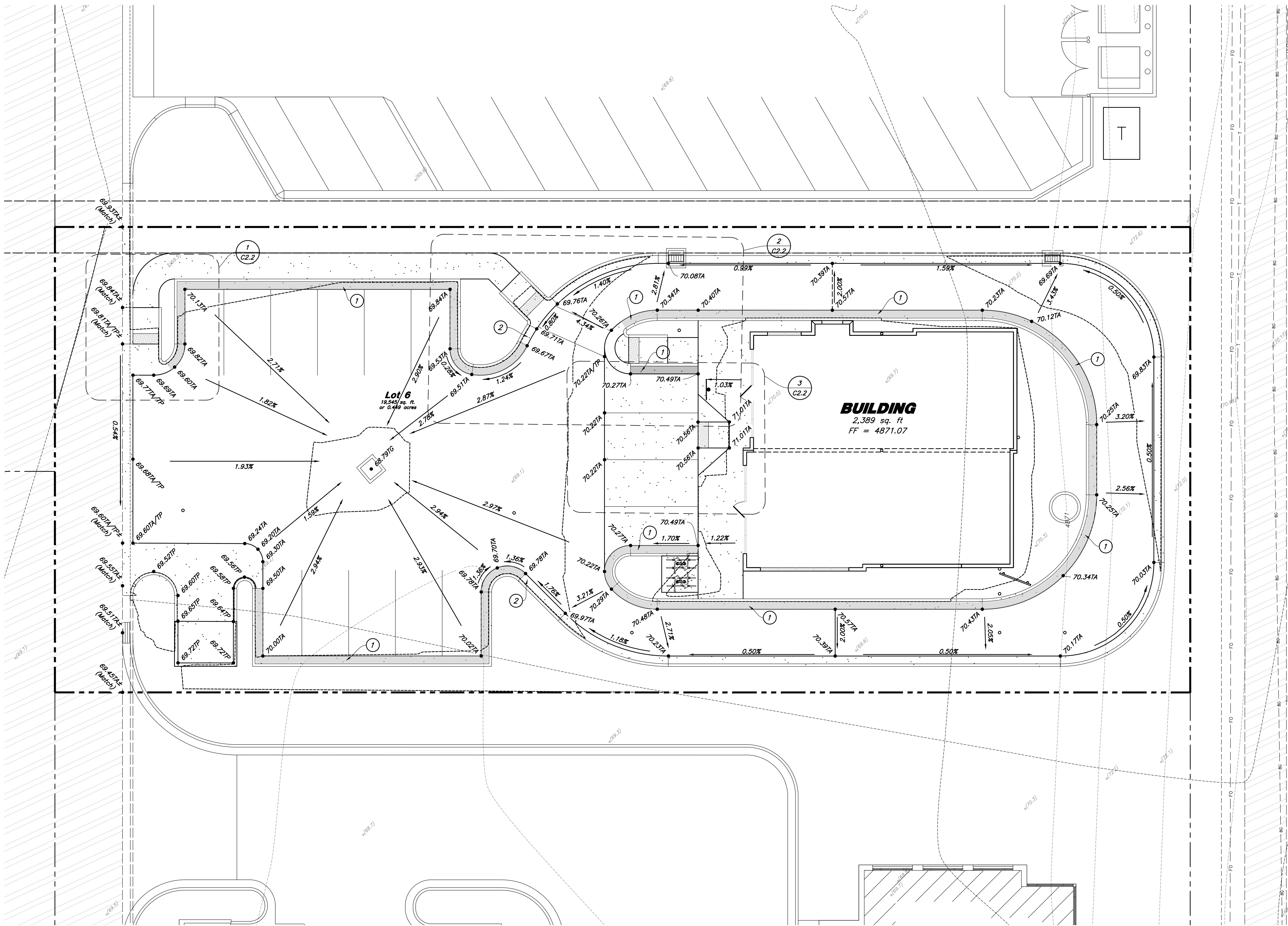
Site Plan
Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah



15 Mar, 2022

SHEET NO.

C1.1



General Grading Notes:

1. All grading shall be in accordance with the project geotechnical study.
2. Cut slopes shall be no steeper than 3 horizontal to 1 vertical.
3. Fill slopes shall be no steeper than 3 horizontal to 1 vertical.
4. Fills shall be compacted per the recommendations of the geotechnical report prepared for the project and shall be certified by a Geotechnical Engineer.
5. Areas to receive fill shall be properly prepared and approved by a Geotechnical Engineer prior to placing fill.
6. Fills shall be benched into competent material as per specifications and geotechnical report.
7. All trench backfill shall be tested and certified by a Geotechnical Engineer.
8. A geotechnical engineer shall perform periodic inspections and submit a complete report and map upon completion of the rough grading.
9. The final compaction report and certification from a Geotechnical Engineer shall contain the type of field testing performed. Each test shall be identified with the method of obtaining the in-place density, whether sand cone or drive ring and shall be so noted for each test. Sufficient maximum density determinations shall be performed to verify the accuracy of the maximum density curves used by the field technician.
10. Dust shall be controlled by watering.
11. The location and protection of all utilities is the responsibility of the permittee.
12. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading process.
13. All public roadways must be cleared daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning is to be done to the satisfaction of the City Engineer.
14. The site shall be cleared and grubbed of all vegetation and deleterious matter prior to grading.
15. The contractor shall provide shoring in accordance with OSHA requirements for trench walls.
16. Aggregate base shall be compacted per the geotechnical report prepared for the project.
17. The recommendations in the following Geotechnical Engineering Report by GSH Geotechnical, Inc. are included in the requirements of grading and site Preparation. The Report is titled, "Geotechnical Study Proposed Eagle Mountain Shopping Center Northwest Corner of Eagle Mountain Boulevard and Pony Express Parkway Eagle Mountain Utah".
Project No.: 0259-014-20
Dated: January 5, 2021
18. As part of the construction documents, owner has provided contractor with a topographic survey performed by manual or aerial means. Such survey was prepared for project design purposes and is provided to the contractor as a courtesy. It is expressly understood that such survey may not accurately reflect existing topographic conditions.
19. If Contractor observes evidence of hazardous materials or contaminated soils he shall immediately contact the project engineer to provide notification and obtain direction before proceeding with disturbance of said materials or contaminated soil.

Curb and Gutter Construction Notes:

1. Open face gutter shall be constructed where drainage is directed away from curb.
2. Open face gutter locations are indicated by shading and notes on the grading plan.
3. It is the responsibility of the surveyor to adjust top of asphalt grades to top of curb grades at the time of construction staking.
4. Refer to the typical details for standard and open face curb and gutter dimensions.
5. Transitions from open face to standard curb and gutter are to be smooth. Hand form these areas if necessary.
6. Spot elevations are shown on this plan with text masking. Coordinate and verify site information with project drawings.

Sidewalk Construction Notes:

1. Concrete sidewalk shall be constructed with a cross slope of 1.5% unless shown otherwise on plan.
2. Running slope of sidewalks shall be built per grades shown on the plan. where grades are not provided, sidewalks shall be constructed with a maximum running slope of 4.5%.
3. Refer to the Site Plan for sidewalk dimensions.

Pony Express Parkway

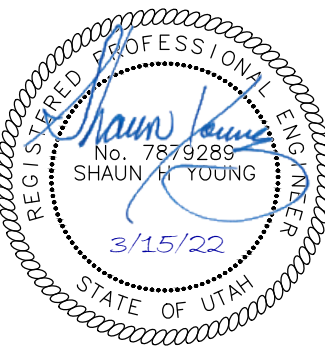
Grading Plan

Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

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2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 321-8529 - AWaengineering.net

Designed by: SY
Drafted by: KF
Client Name:
Client

21-277 GR

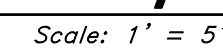
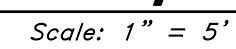
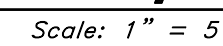


15 Mar, 2022

SHEET NO.

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Scale: 1" = 5'

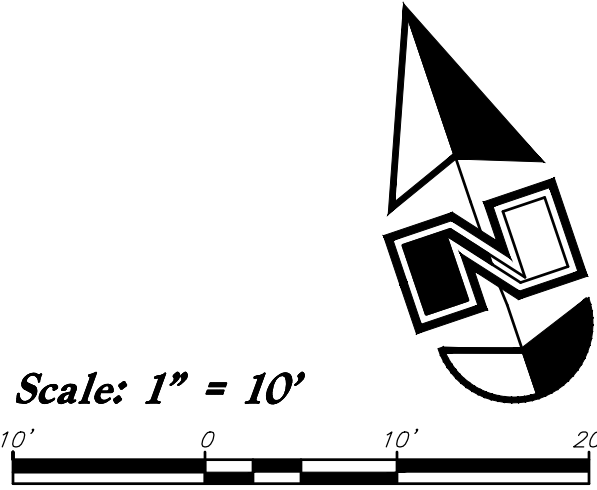
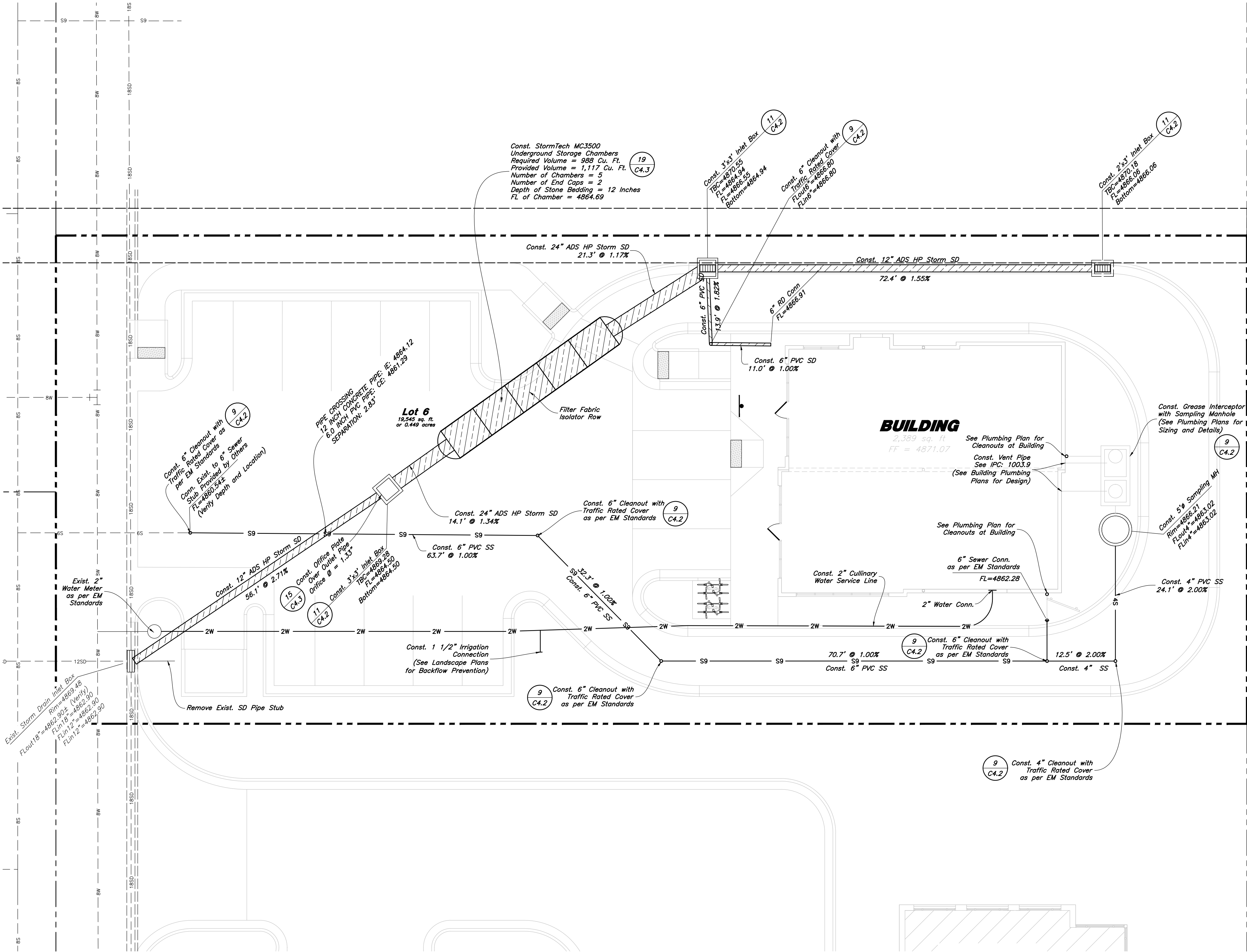


1. Slopes provided are per Anderson Wahlén & Associates design standards. Slopes shown are below ADA and ICC maximum requirements, unless noted otherwise in project plans.
2. The Client, Contractor and Subcontractor should immediately notify the Consultant of any conditions of the project that they believe do not comply with the current state of Accessible and Usable Buildings and Facilities (ICC/ANSI A117.1—Latest Edition) and/or FHAA.
3. Counter slopes of adjoining gutters & paving adjacent to the curb ramp shall not be steeper than 4.50%.
4. Accessible ramp flares shall be poured separately from ramp to ensure proper slopes.
5. Contractor to transition curb or sidewalk height from 6" to 0" reveal. Curb or sidewalk height to match ramp throughout transition.

C2.2



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General Utility Notes:

- 1. All sewer and water facilities shall be constructed per local jurisdiction standards and specifications. Contractor is responsible to obtain standards and specifications.
- 2. Coordinate all utility connections to building with plumbing plans and building contractor.
- 3. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connections being made.
- 4. All catch basin and inlet box grates are to be bicycle proof.
- 5. Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.
- 6. Gas lines, telephone lines, and cable TV lines are not a part of these plans.
- 7. Water meters are to be installed per city standards and specifications. It will be the contractor's responsibility to install all items required.
- 8. Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown. Contractor is responsible, at no cost to the owner, to construct any vertical adjustments necessary to clear sewer, storm drain, or other utilities as necessary including valve boxes and hydrant spools to proper grade.
- 9. Contractor shall install a 12" concrete collar around all manholes, valves, catch basins, cleanouts & any other structures located within the asphalt.

Utility Piping Materials:

All piping materials shall be per local agency standards or the specifications below at a minimum. All utility piping shall be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials, installation, etc.

Culinary Service Laterals

- 1. Polyethylene (PE) Water Pipe (Up to 3 inches diameter), AWWA C901, PE 3408, SDR 9 (200 psi)
- 2. Copper Pipe (Up to 3 inches diameter): Type "K."

Water Main Lines and Fire Lines

- 1. Polyvinyl Chloride (PVC) (4 inches to 12 inches diameter): AWWA C900, Class 200

Sanitary Sewer Lines

- 1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35

Storm Drain Lines

- 1. 10" pipes or smaller - Polyvinyl Chloride (PVC) sewer pipe, ASTM D3034, Type PSM, SDR 35
- 2. 12" pipes or larger - Advanced Drainage Systems (ADS) HP Storm Pipe, ASTM F2881 or AASHTO M330

CAUTION :

The locations and/or elevations of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete.

Storm Drain & Sanitary Sewer Note:

All Storm Drainage & Sanitary Sewer Pipe Lengths and Slopes are from Center of Structure to Center of Structure

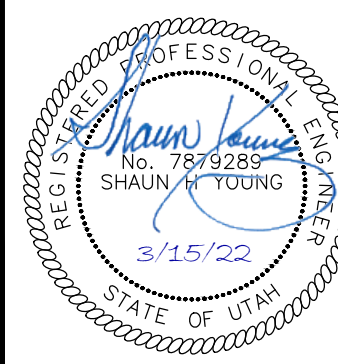
Onsite Utility Connection Notes:

- 1. Contractor shall field verify all utility connection elevations prior to any utility construction has begun.
- 2. Contractor shall construct utility lines into site prior to any onsite utility construction. Gravity lines are to be constructed starting at the lowest point and be installed prior to any waterline installation
- 3. Construction of any onsite utilities prior to the offsite connection will be done at the contractors risk.



ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWahlen@engineering.net

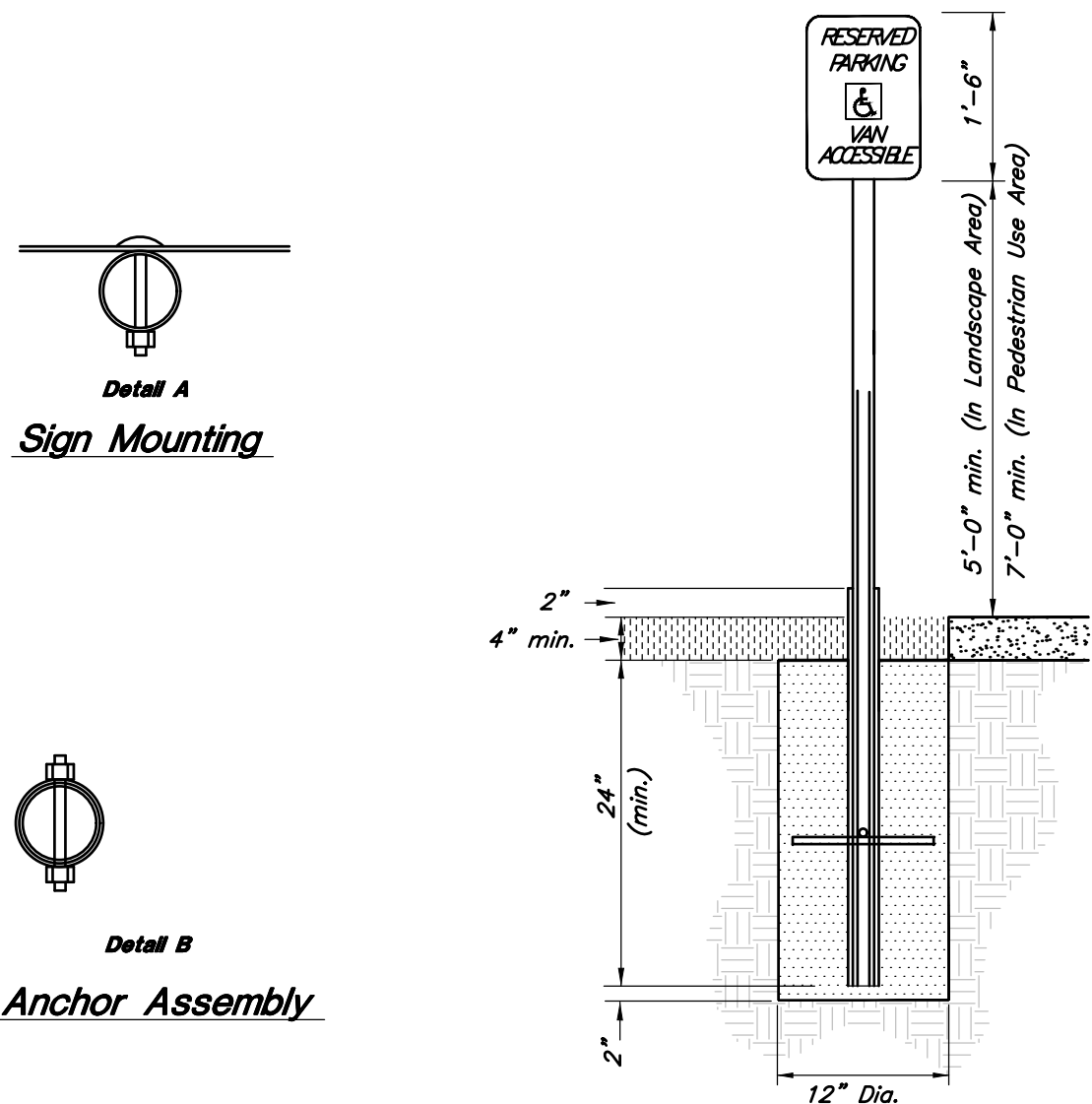
Utility Plan
Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah



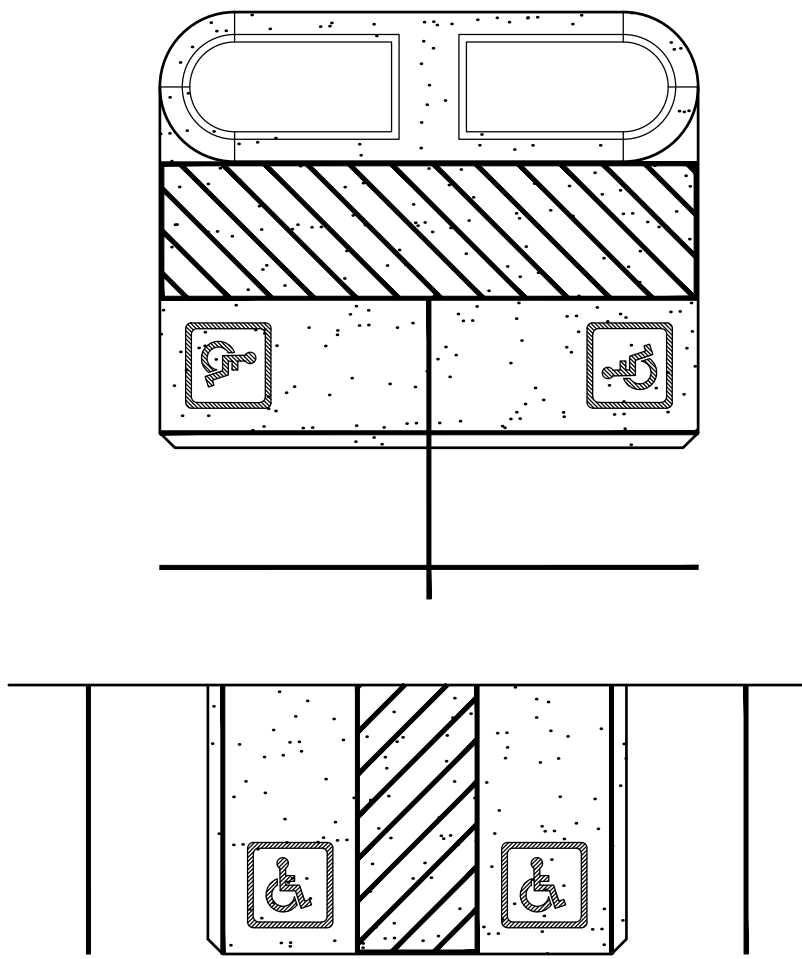
15 Mar, 2022

SHEET NO.

C3.1



8 Landscape Area Accessible Parking Sign
Not to Scale



6 Accessible Striping Detail
Not to Scale

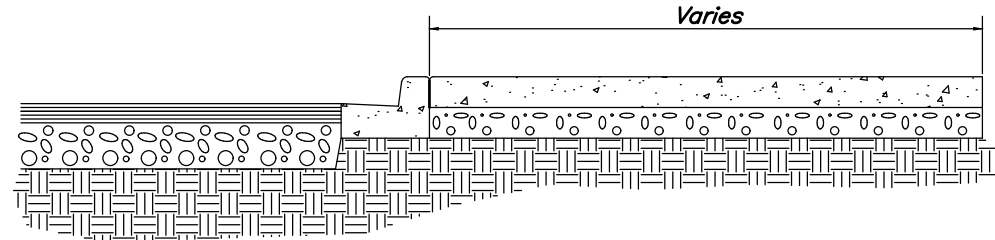
Contraction Joints

A. Spacing = 10' O.C.

Expansion Joints

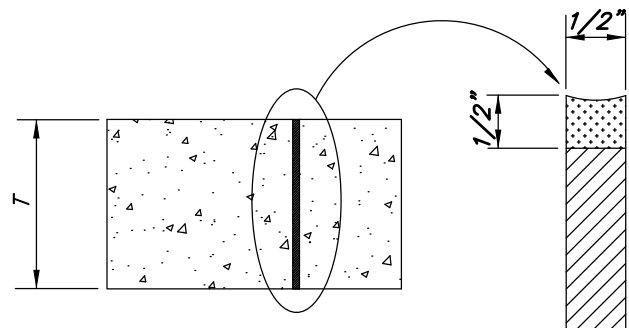
A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.

1. See Concrete Joint Detail

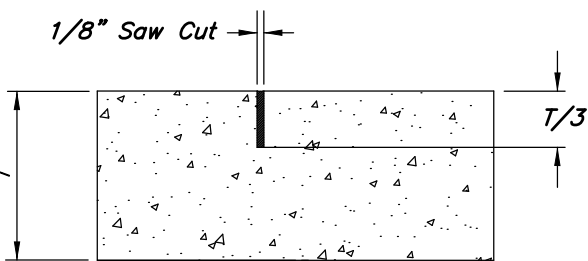


3 Typical Sidewalk Detail
Not to Scale

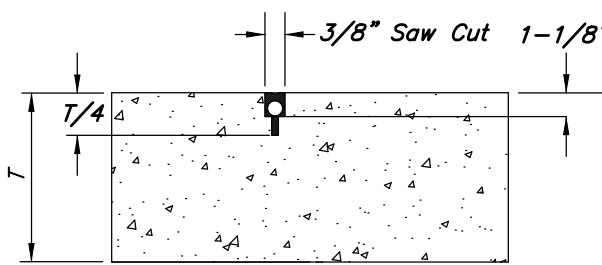
- REINFORCEMENT: ASTM A 615, grade 60, galvanized or epoxy coated deformed steel rebar or smooth steel dowels with diameter and length as indicated.
 - Space rebar and dowels at 12 to 15 inches on center.
 - Grease dowels to provide movement in expansion joints.
 - Keep tie bars in the vertical center of the concrete slab and perpendicular to the joint during concrete placement.
- SAWING: Keep at least 3 working power saws on-site when concrete is being placed. Saw crack control joints (contraction joints) before shrinkage cracking takes place. Do not tear or ravel concrete during sawing. In cool weather, the joint sawing may be delayed only for the time required to prevent tearing and raveling the concrete. Cut joints to dimensions recommend by sealant manufacturer and approved by ENGINEER.
- JOINTS: Lay out joints to aid construction and control random cracking.
 - Joint Spacing shall be 12 feet maximum on center in both directions.
 - Extend transverse contraction joints continuously across the full width of the concrete. Make the joints coincide with curb and gutter joints.
 - Make adjustments in joint locations to meet inlet or manhole locations.
 - Expansion Joints shall be placed where concrete abuts a building wall, sidewalk, curb, gutter or any immovable structure.
- JOINT FILLER: Bituminous (Asphalt or tar) mastic, ASTM D994. Formed and encased between 2 layers of bituminous saturated felt or 2 layers of glass-fiber felt extending to the bottom of the concrete slab.
- BACKER ROD: Round Rods. It must be oversized approximately 25 percent to fit tightly into each joint and compatible with hot poured sealant.
- JOINT SEALANT: Hot applied, Asphalt base type, ASTM D 3405. Remove dirt, oil, and curing compounds from joint reservoir. Seal joints immediately after cleaning.



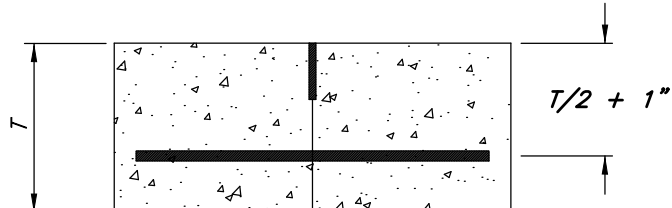
Type A Expansion Joint



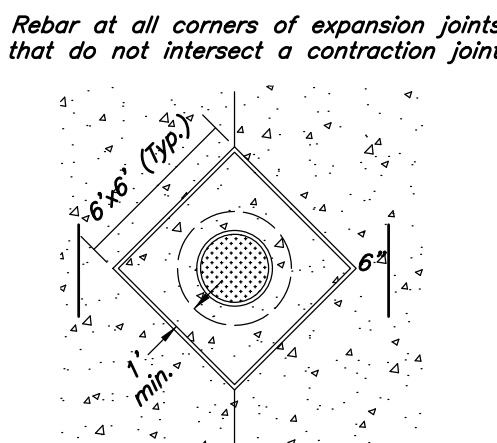
Type B Contraction Joint (Option 2)



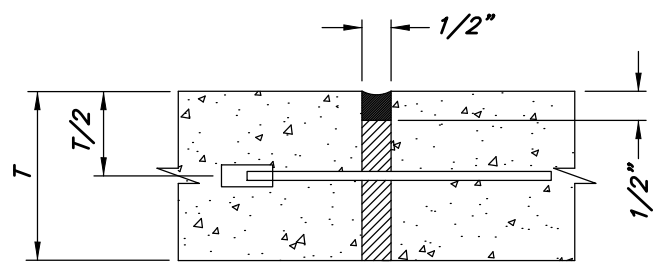
Type B Contraction Joint (Option 1)



Type C Construction/Cold Joint



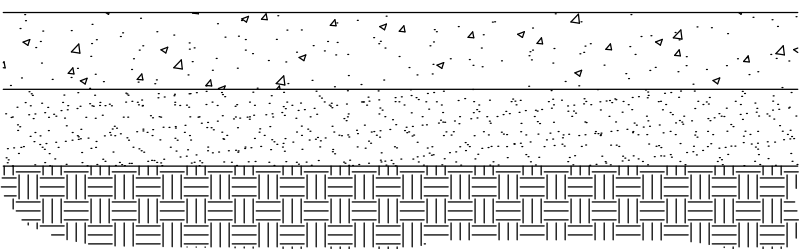
Rebar at all corners of expansion joints that do not intersect a contraction joint.



Type F Doweled Expansion Joint at Construction/Cold Joint

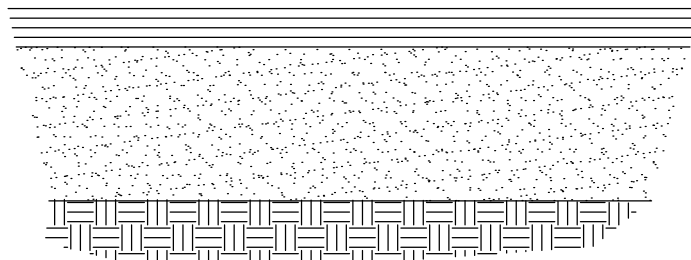
7 Concrete Joint Detail
Not to Scale

- See Geotechnical Report for Project for Future Details
- See Concrete Joint Detail



5 Concrete Paving Section
Not to Scale

- See Geotechnical Report for Project



2 Standard Asphalt Section
Not to Scale

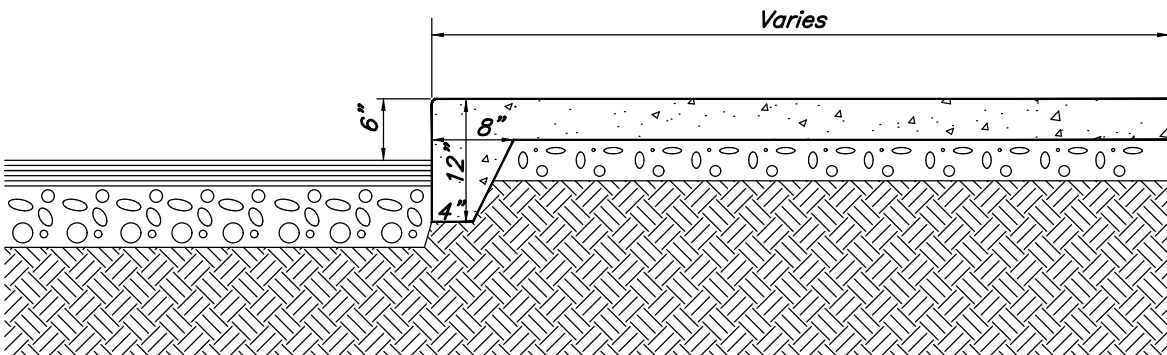
Contraction Joints

A. Spacing = 10' O.C.

Expansion Joints

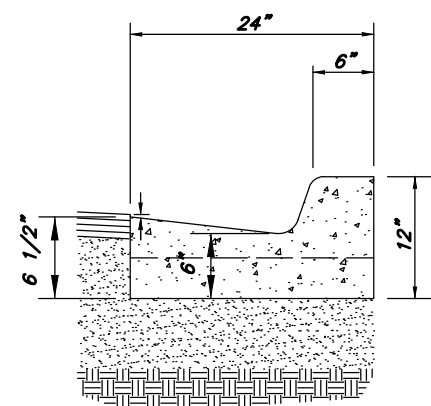
A. Make expansion joints full depth, see joint detail
B. Place expansion joint at all cold joints
C. Expansion joints are required at the start of end of curb radius.

1. See Concrete Joint Detail



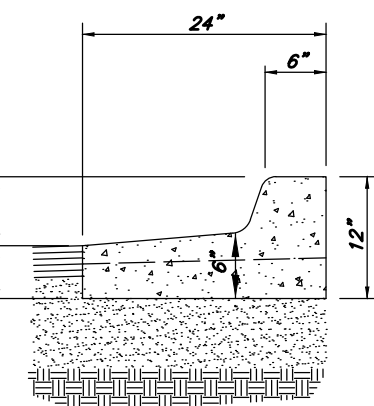
4 Thickened Edge Walk
Not to Scale

- Contraction Joints
 - Spacing = 10' o.c., see joint detail
 - 1/8" wide by 2" deep from top of curb at 15'-0" intervals
- Expansion Joints
 - Make expansion joints full depth, see joint detail
 - Place expansion joint at all cold joints
 - Expansion joints are required at ends of all radii 0.08.
 - Required 5'-0" on each side of drainage structures
 - Required as 90'-0" maximum intervals in straight curb and gutter
 - Provide #6 x 18" long smooth steel dowel bars with 1" dia. grease cap through expansion joints (5" thick bituminous filler material)
- 2'-6" Long tie bar on 2'-6" centers shall be provided when curb is adjacent to P.C.C. pavement
- Provide (2) #6 x 2'-6" long tie bars to connect existing and new curb and gutter
- Remove forms as early as possible. Brush top and face of curbs to remove all imperfections. Typical of all form work.
- All radii shall be true arcs
- Medium to light broom finish on all exterior concrete



Standard

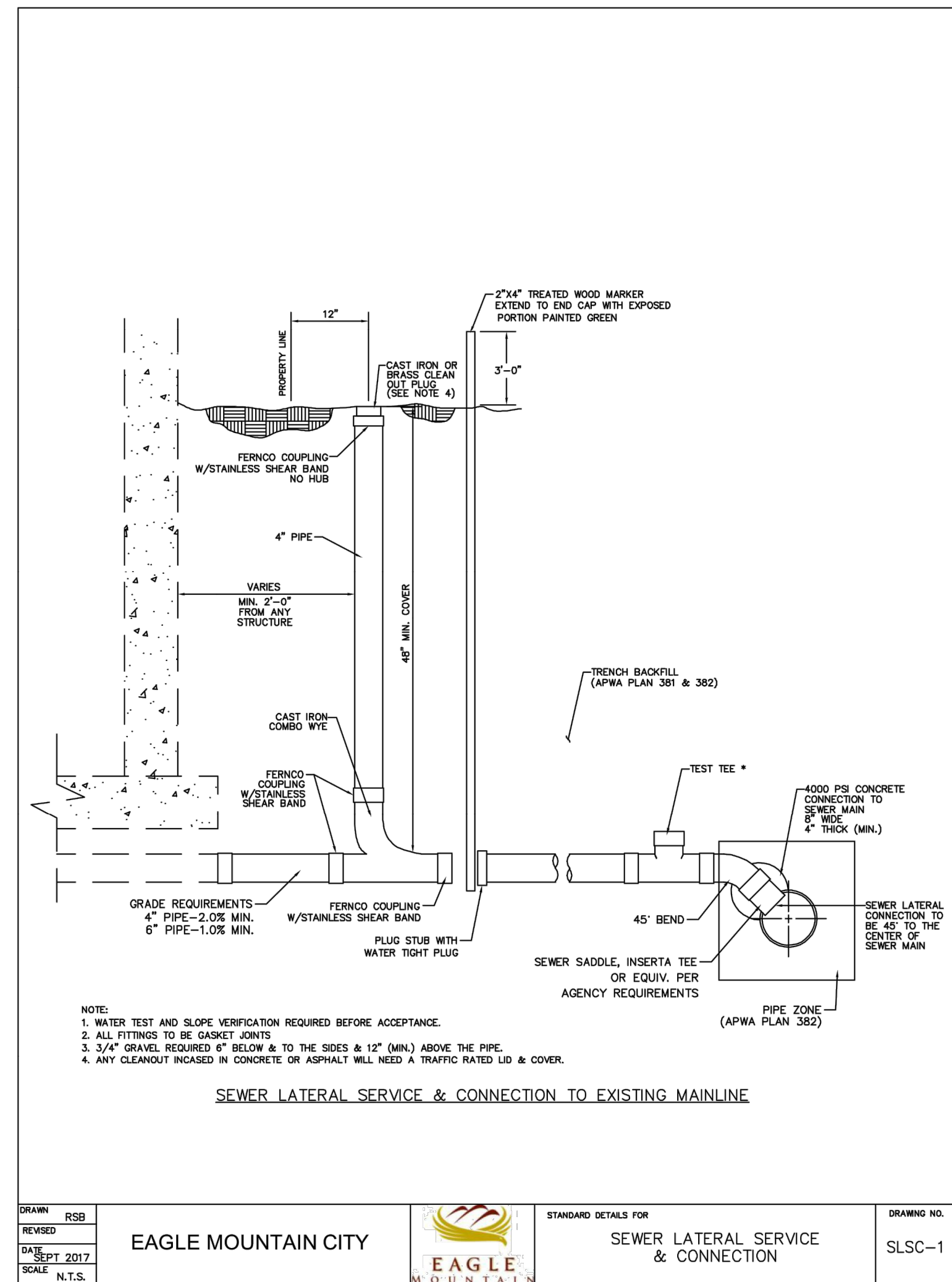
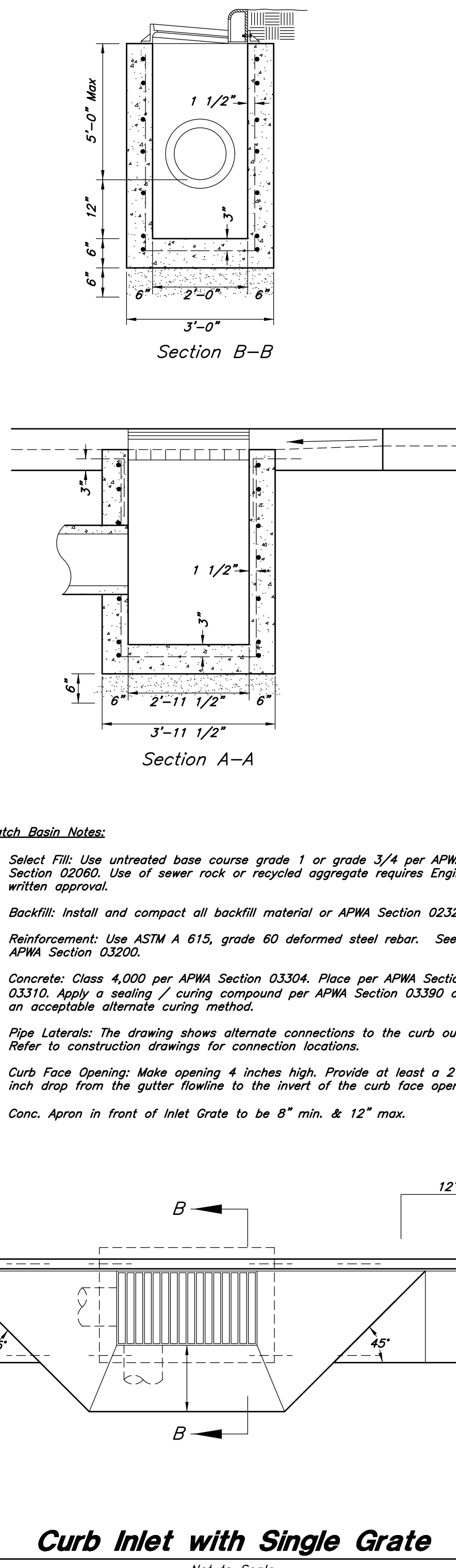
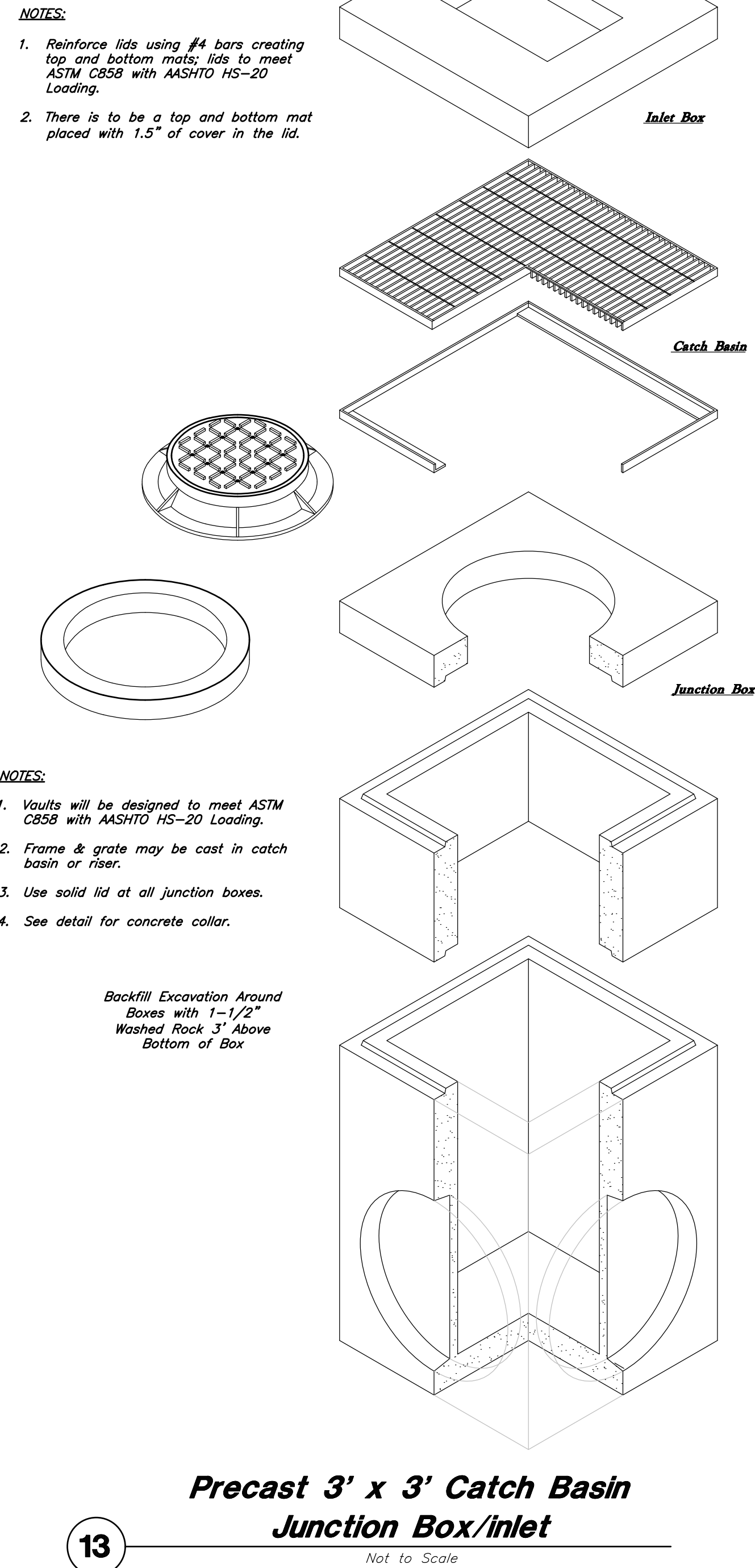
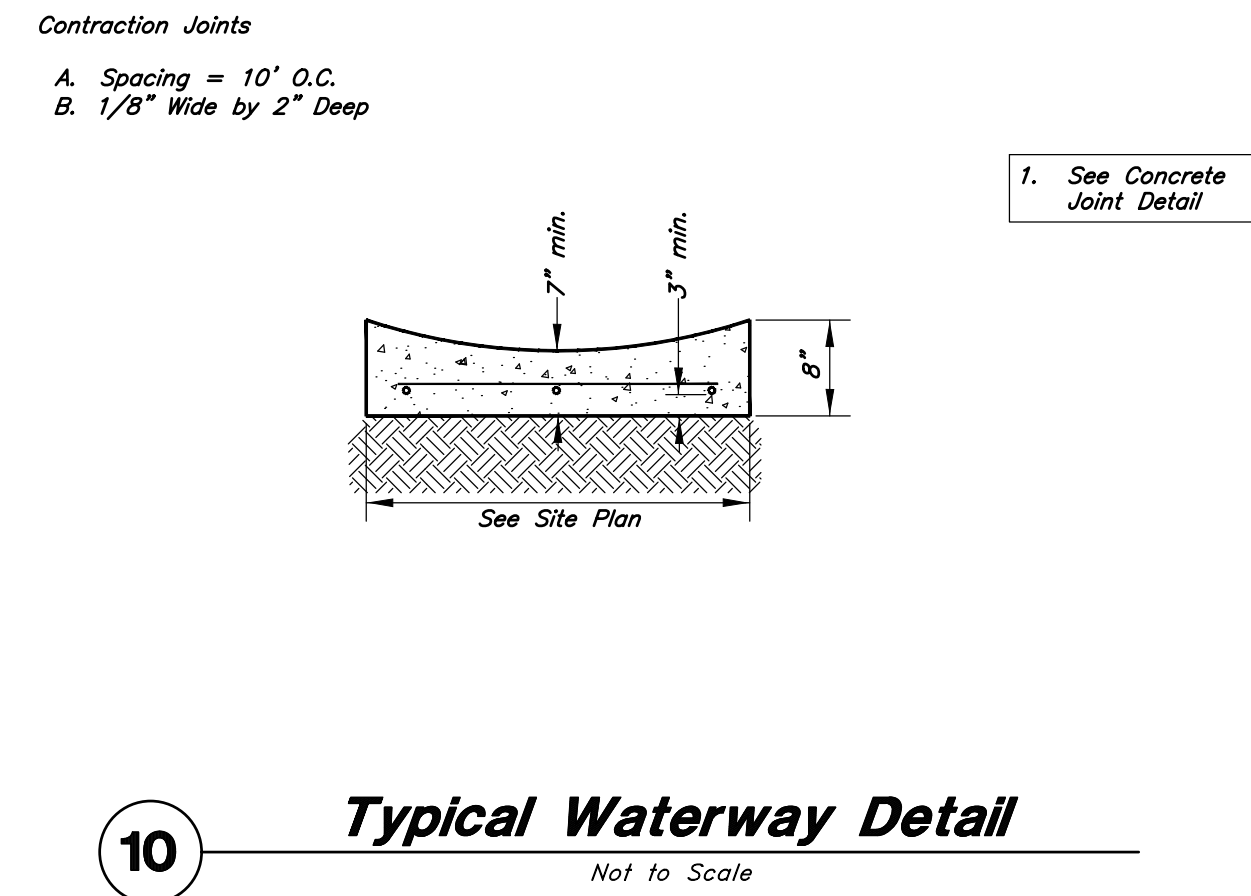
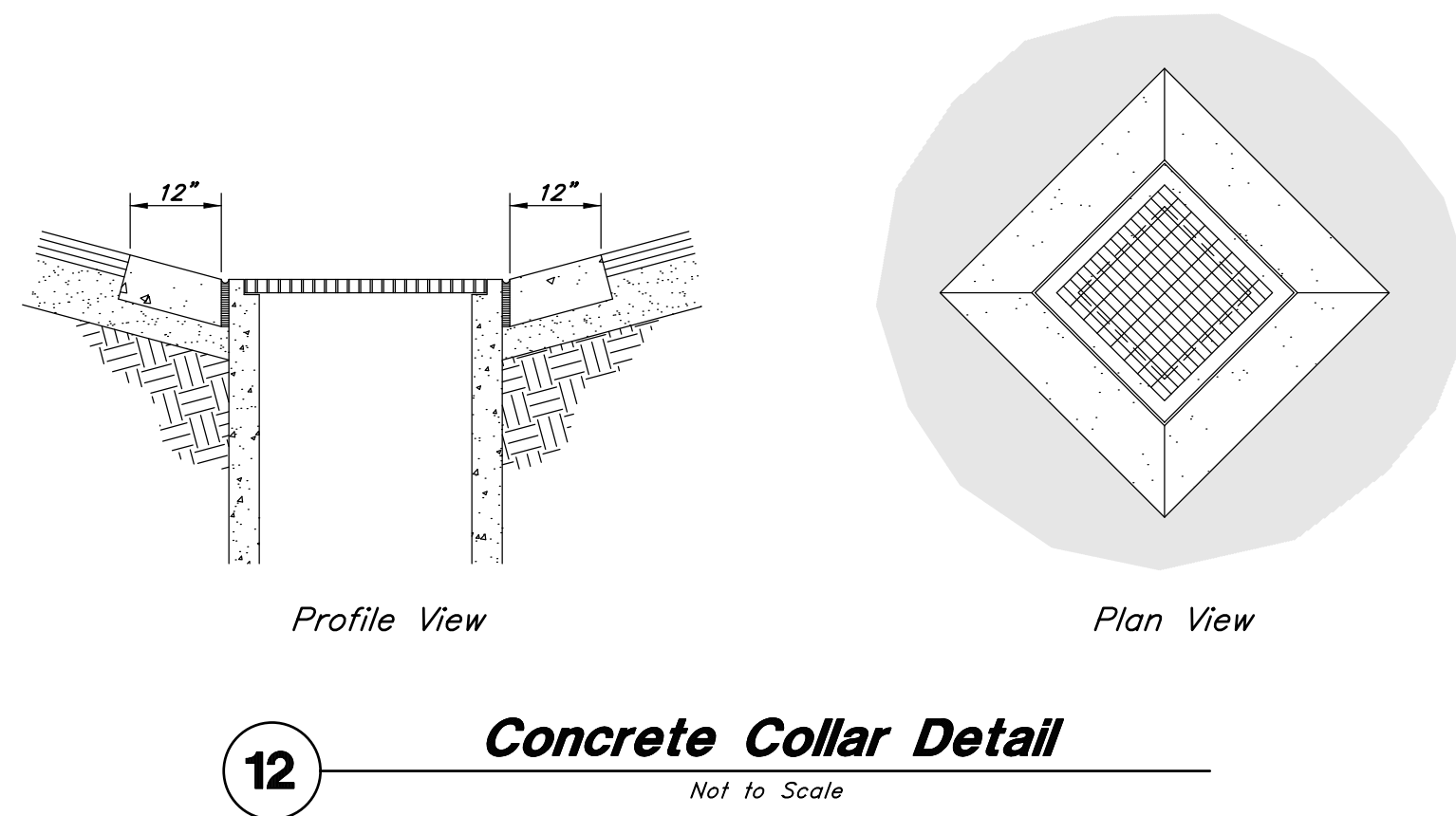
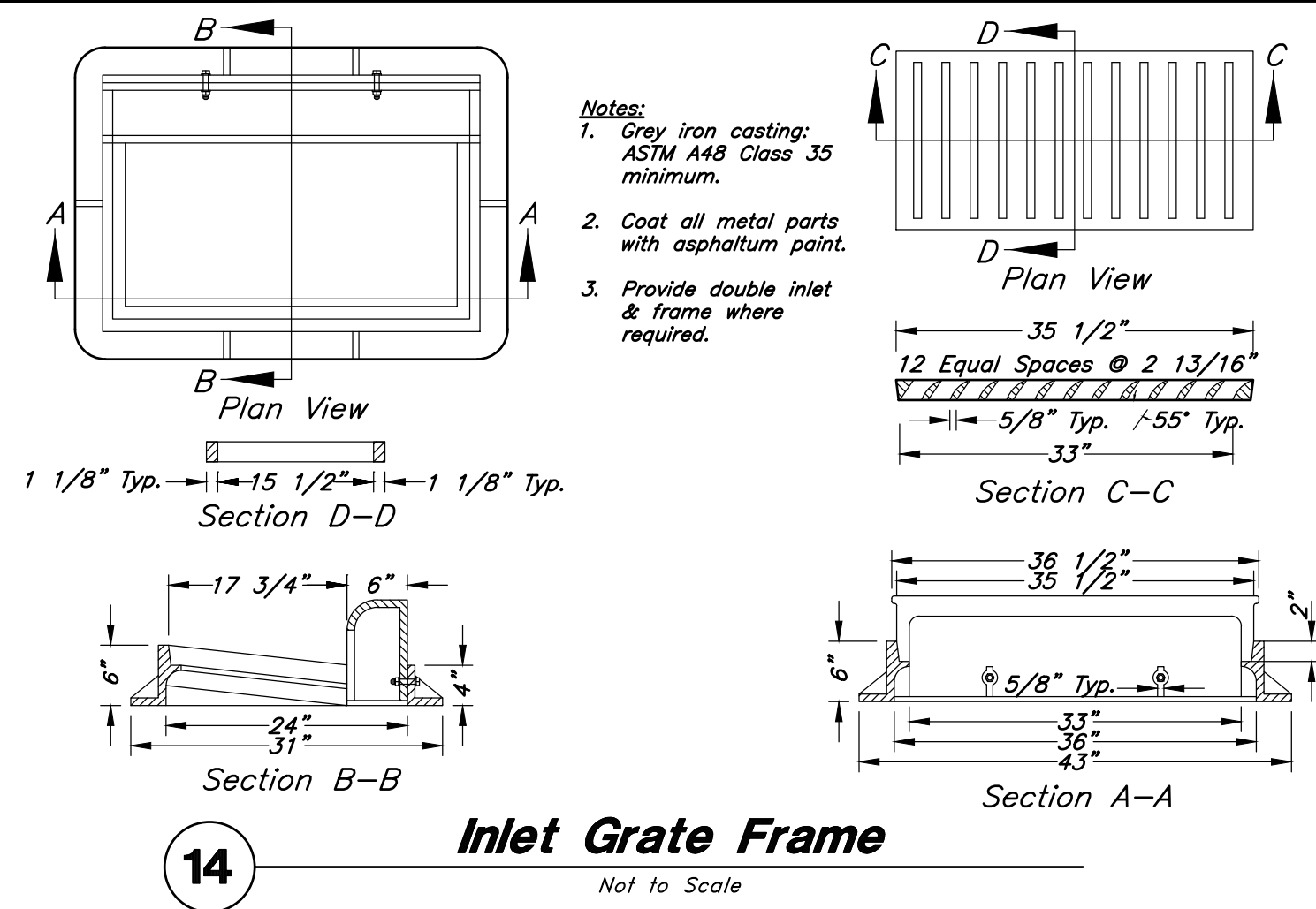
Note: All Curb and Gutter to be Standard Unless Otherwise Noted



Open Face

1. See Concrete Joint Detail

1 24" Curb And Gutter
Not to Scale



Designed by: SY
Drafted by: KF
Client Name:
Client
21-277 DT

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Details
Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

REGISTERED PROFESSIONAL ENGINEER
Shaun A. Young
No. 789388P
3/15/22
STATE OF UTAH

15 Mar, 2022
SHEET NO.
C4.2

20

Not Used

Not to Scale

18

Curb Wall Detail

Not to Scale

16

Bike Rack

Not to Scale



User Inputs

Chamber Model: MC-3500
Outlet Control Structure: Yes
Project Name: 21-277
Engineer: Kelly Joseph unde-
fined
Project Location: Utah
Measurement Type: Imperial
Required Storage Volume: 988 cubic ft.
Stone Porosity: 40%
Stone Foundation Depth: 9 in.
Stone Above Chambers: 12 in.
Average Cover Over Chambers: 18 in.
Design Constraint Dimensions: (20 ft. x 20 ft.)

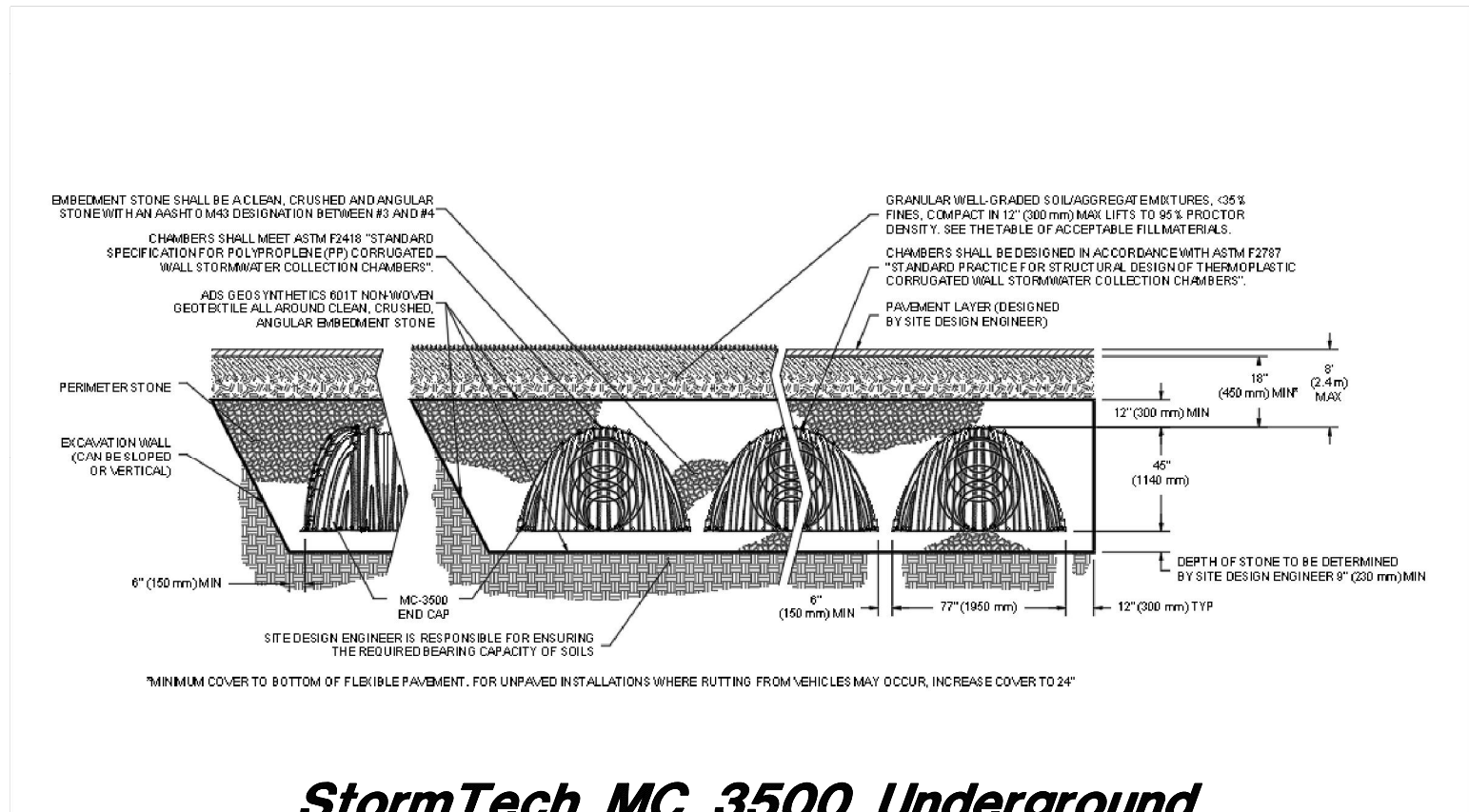
Results

System Volume and Bed Size

Installed Storage Volume: 1117.56 cubic ft.
Storage Volume Per Chamber: 109.90 cubic ft.
Number Of Chambers Required: 5
Number Of End Caps Required: 2
Chamber Rows: 1
Maximum Length: 41.58 ft.
Maximum Width: 8.42 ft.
Approx. Bed Size Required: 349.99 square ft.

System Components

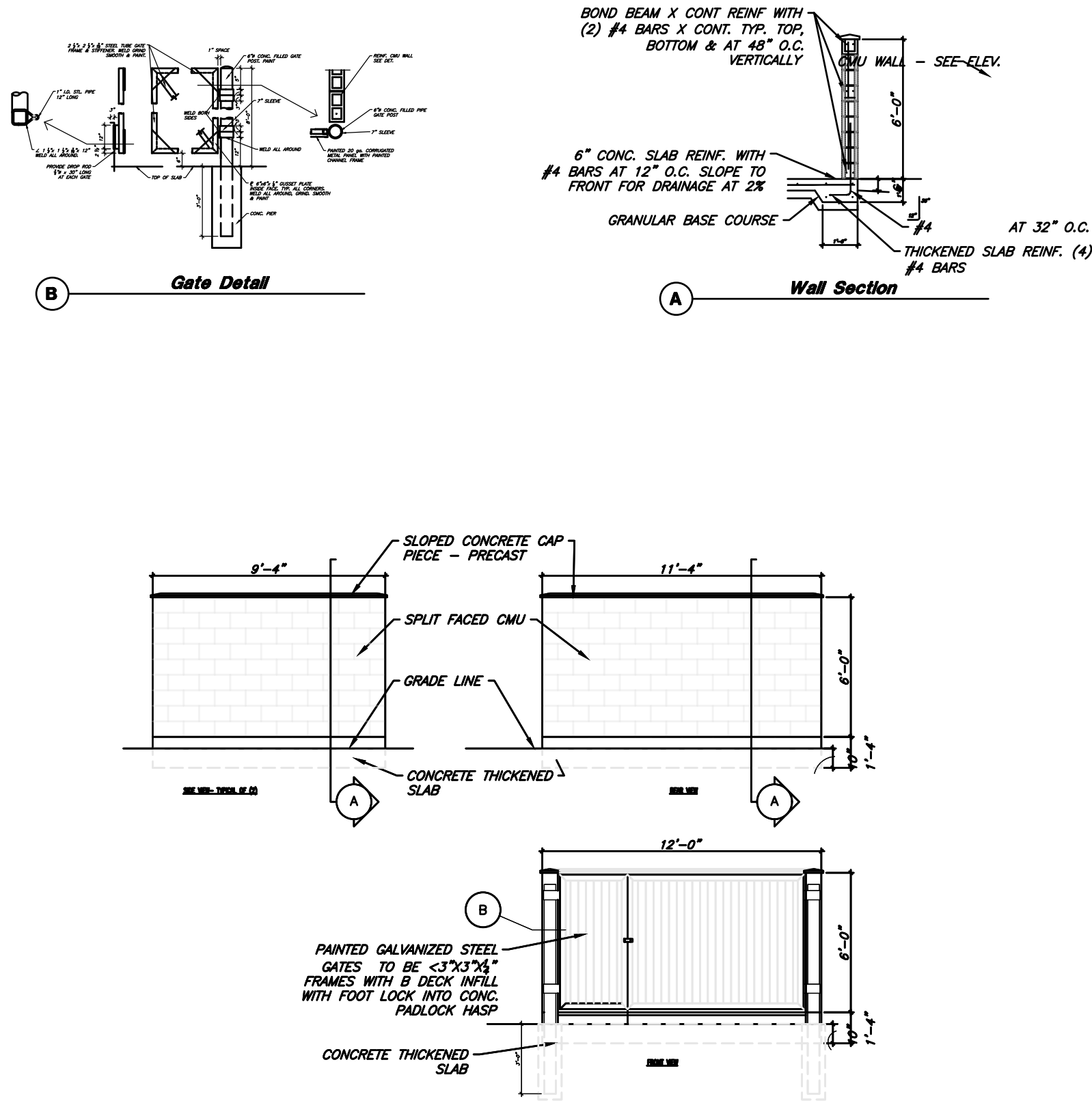
Amount Of Stone Required: 49.84 cubic yards
Volume Of Excavation (Not Including Fill): 71.29 cubic yards
Total Non-woven Geotextile Required: 166.66 square yards
Woven Geotextile Required (excluding Isolator Row): 0 square yards
Woven Geotextile Required (Isolator Row): 0 square yards
Total Woven Geotextile Required: 0 square yards



StormTech MC 3500 Underground Storage Chambers

Not to Scale

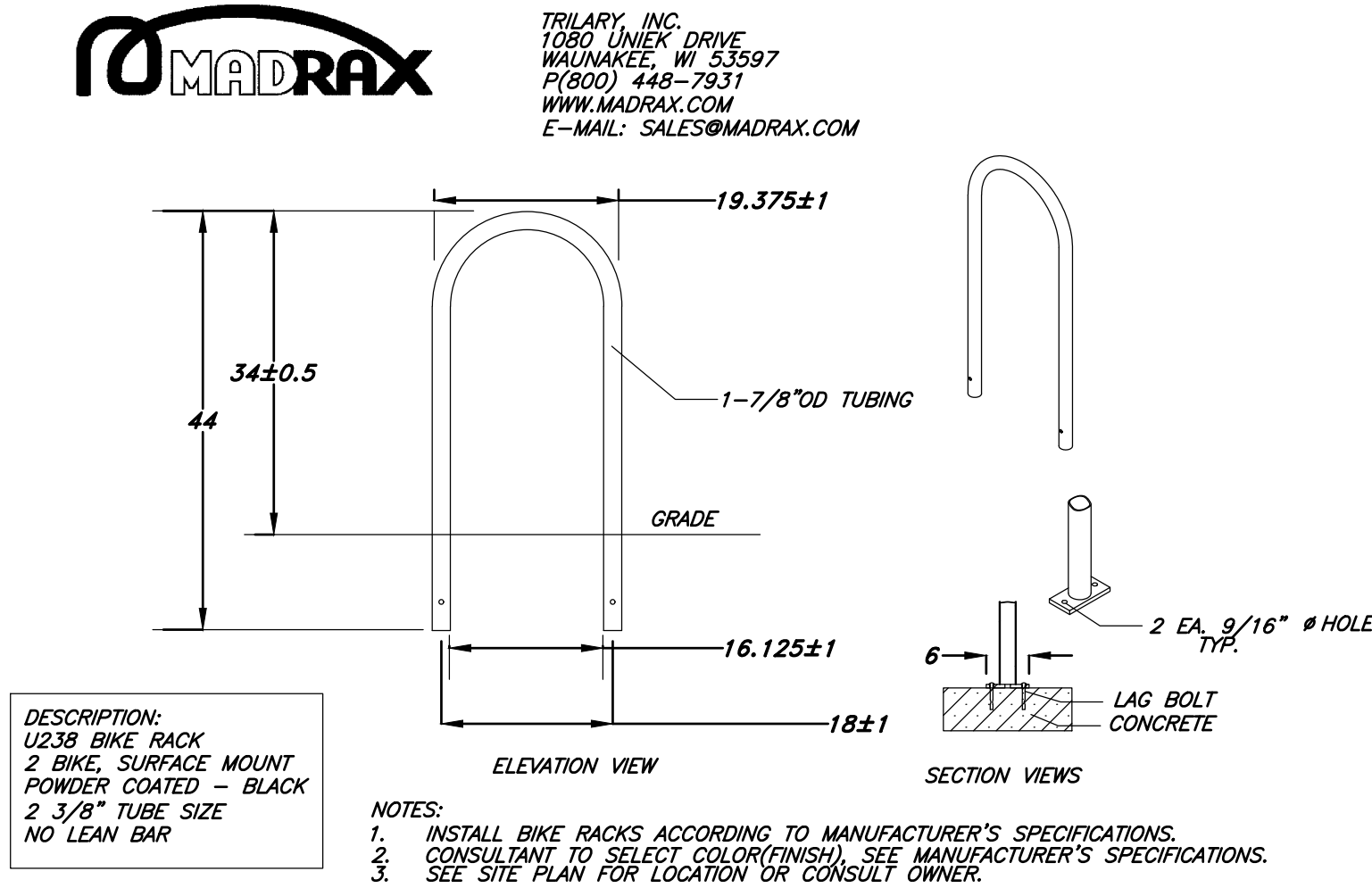
19



Trash Enclosure

Not to Scale

17



- NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

16

Bike Rack

Not to Scale

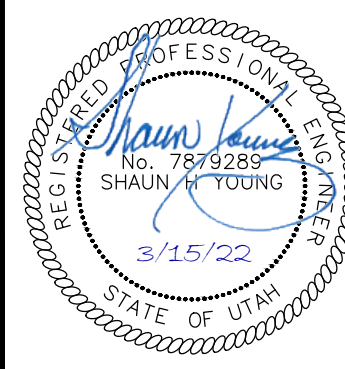
15

Orifice Plate Detail

Not to Scale

Details

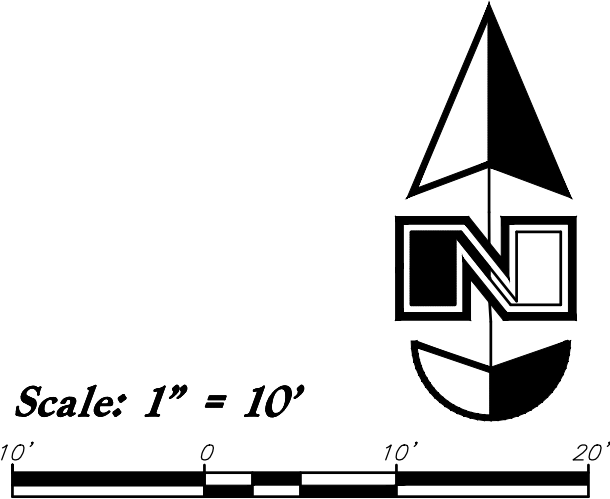
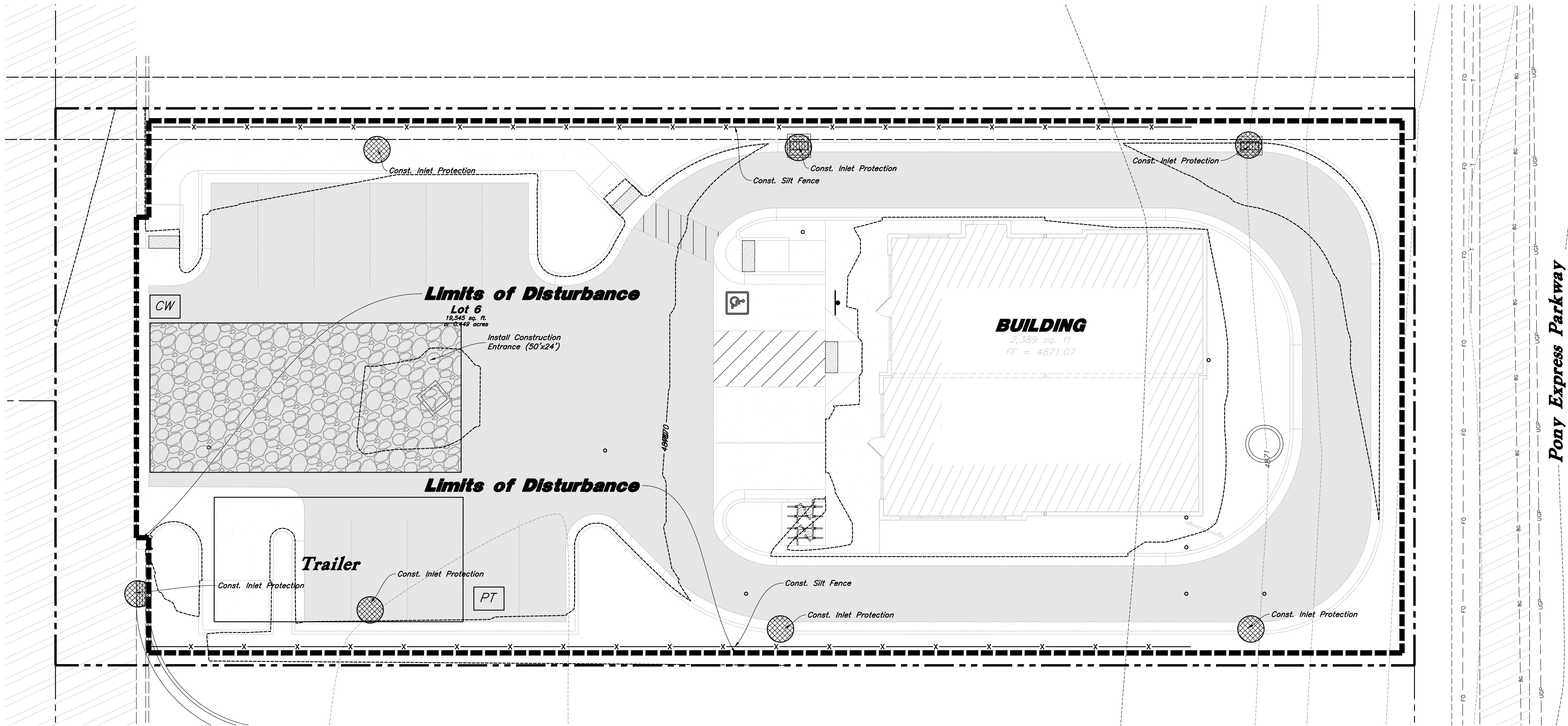
Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah



15 Mar, 2022

SHEET NO.

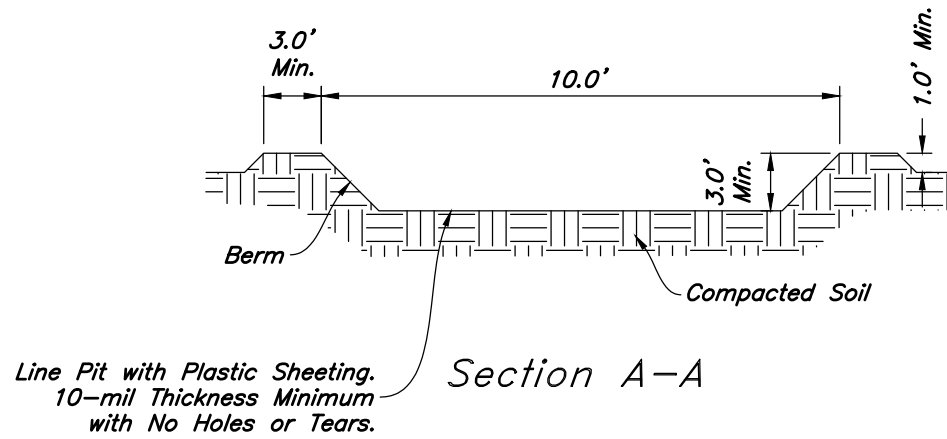
C4.3



- Legend**
- Place Inlet Protection at all Inlet Locations to prevent boxes from silting.
- Silt Fence
- Limit of Disturbance
- Construction Entrance / Truck Wash (50'x24' Min.)
- Concrete Washout Area
- Portable Toilet
- Gravel Sock
- Existing Contour
- Existing Spot
- Proposed Contour

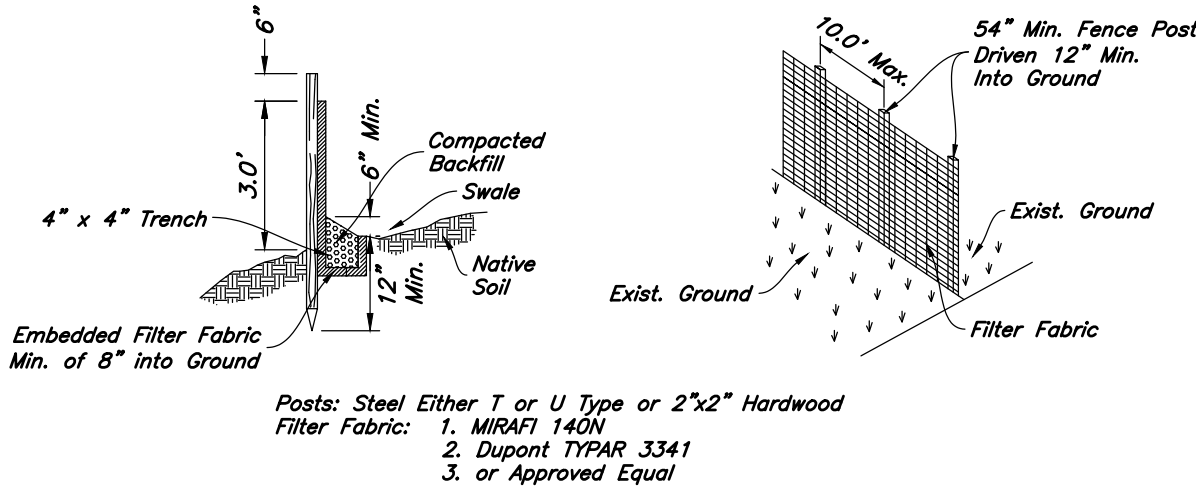
Erosion Control Notes

- Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
- The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.
- All Construction equipment will enter thru Designated Construction Entrances.
- Coordinate Entrance locations with the local jurisdiction.
- Inlet Protection Devices and Barriers shall be Repaired or Replaced if they Show Signs of Undermining or Deterioration.
- Silt Fences shall be Repaired to their Original Conditions if Damaged. Sediment shall be Removed from Silt Fences when it Reaches one-half the Height of the Silt Fence.
- The Construction Entrances shall be Maintained in a Condition which will Prevent Tracking or Flow of Mud onto Public Right-of-Way. This may Require Periodic Top Dressing of the Construction Entrances as Conditions Demand.
- All Materials Spilled, Dropped, Washed or Tracked from Vehicles onto Roadways or into Storm Drains must be Removed Immediately.
- Due to the Grade Changes During the Development of the Project, the Contractor shall be Responsible for Adjusting the Erosion Control Measures (Silt Fences, Inlet Protection, Etc...) to Prevent Erosion.
- Contractor shall use Vehicle Tracking Control at all Locations where Vehicles will Enter or Exit the Site. Control Facilities will be Maintained while Construction is in Progress, Moved when Necessary and Removed when the Site is Paved.
- Inlet Protection Devices shall be Installed Immediately upon Individual Inlets becoming Functional.
- This Document is Fluid Allowing for Changes, Modifications, Updates and Alternatives. It is the Responsibility of the Contractor to Keep Record of all Alterations made to the Erosion Control Measures Implemented for the Project on this Plan and in the Storm Water Pollution Prevention Plan.
- Cover Exposed stockpiles of soils, construction and landscaping materials with heavy plastic sheeting.
- Re-vegetate areas where landscaping has died or not taken hold.
- Divert storm water runoff around disturbed soils with berms or dirt swales.
- Contractor to provide permanent stabilization to any areas disturbed by construction by hydroseeding native vegetation (if not otherwise stabilized).
- Contractor is responsible for obtaining a fugitive dust control permit through the Division of Air Quality. All responsibilities relating to the production of the dust control plan shall be the responsibility of the Contractor.



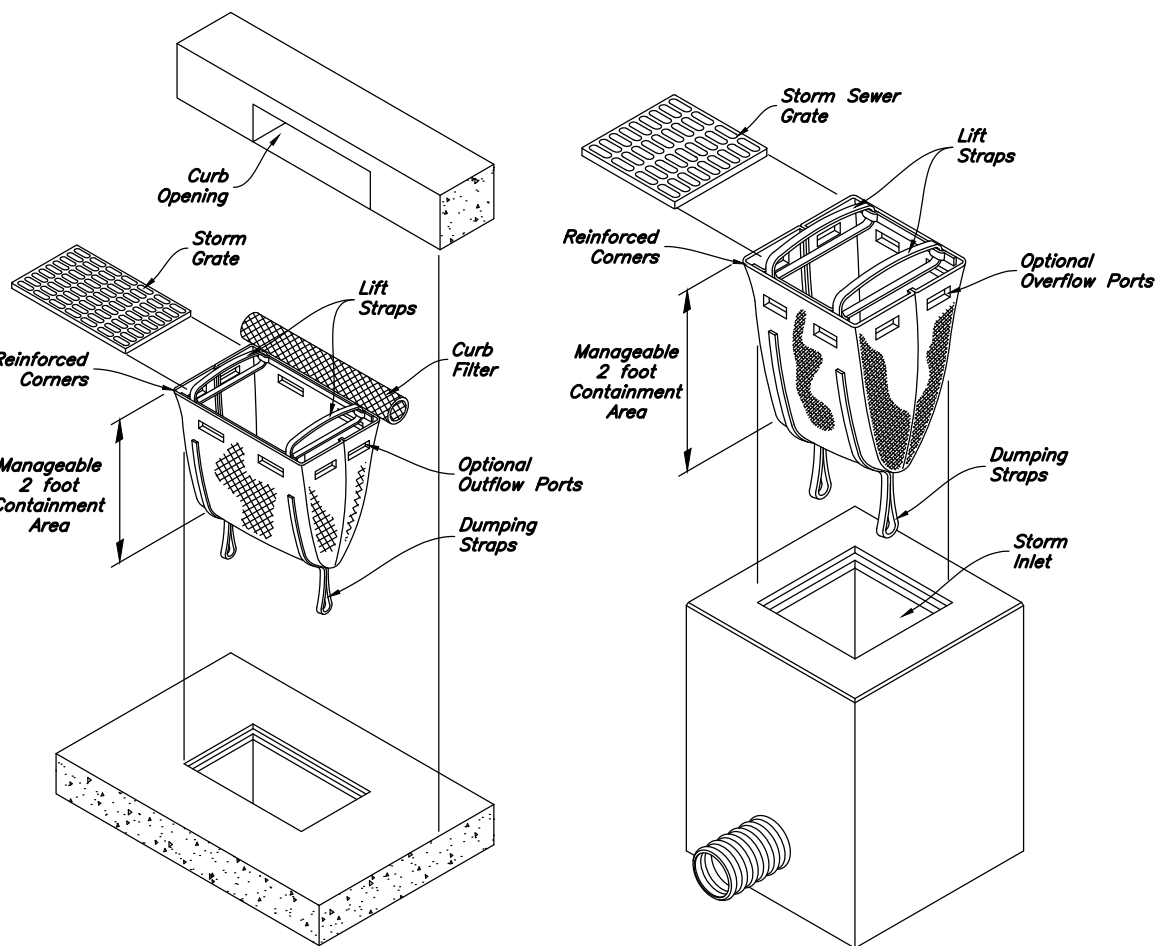
Concrete Washout

Not to Scale



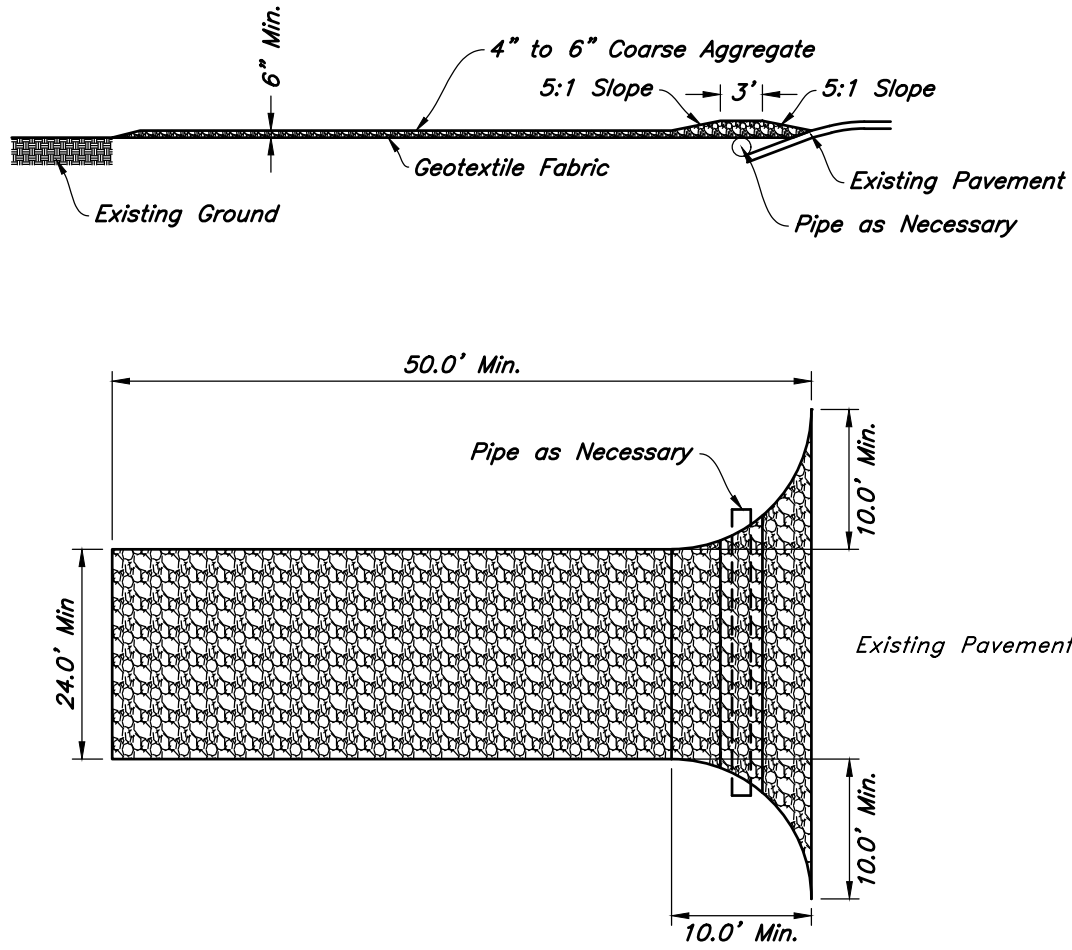
Silt Fence Section

Not to Scale



Inlet Protection

Not to Scale

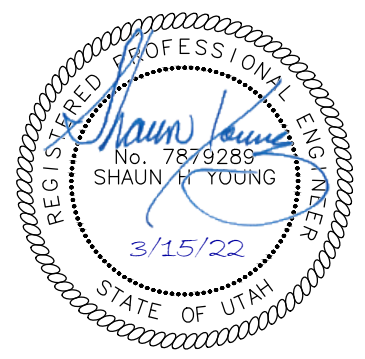


Stabilized Construction Entrance

Not to Scale

Erosion Control Plan

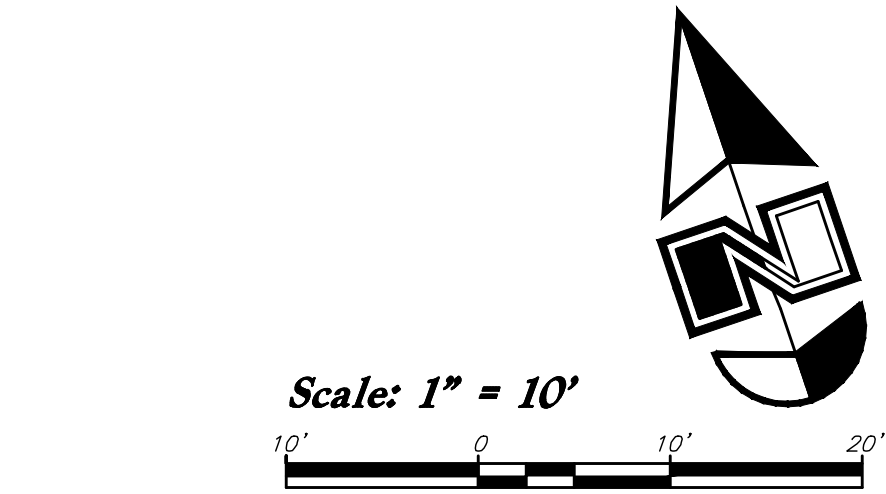
Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah



15 Mar, 2022

SHEET NO.

C5.1



Landscape Data
Site Area = 19,545 s.f. (0.449 ac.)
Landscape Area Provided = 4,223 s.f. (21.6%)
Lawn Area = 0 s.f. (0%)
Xeriscaping = 4,223 s.f. (100%)
Street Trees Along Pony Express Parkway are Existing
50% of Landscape Area Shall be Live Vegetation

Landscape Notes:

1. See Sheet L3.1 for Planting Details.
2. All Landscape Material shall be Fully Irrigated by an Automatic Irrigation System. See Sheet L2.1 for Irrigation Layout and Sheet L3.1 for Details. Point Source Drip Shall be Used to Irrigate New Shrubs and Sprayheads for Lawn Areas.
3. Adjust Plant Material as Needed to Accommodate New and Existing Utilities.

Landscape Maintenance:

1. All Landscape within the Property Line Shall be Installed and Maintained by the Owner. The Landscape in the ROW Along Pony Express Parkway Shall be Installed by the Developer and Maintained by the Adjacent Owner.

Landscape Keynotes

- 1 Install Shrub Planter with Decorative Angular Stone
- 2 Install Shrub Planter with Decorative Cobble Stone
- 3 Install Landscape Concrete Curbbing; Align and Concrete Curbbing with Overall Offsite Landscape Plan
- 4 Existing Irrigation Backflow Preventer – See Irrigation Plan For More Detail; Adjust Plant Material for Exact Location; Center Backflow Between Plant Material
- 5 Planting Screen to Screen Headlights From Leaving the Site
- 6 Undeveloped Lot; Provide Nice Clean Edge Between New and Undeveloped; Remove Construction Debris
- 7 New Lawn Should be Installed by the Master Developer; Landscape Plan was Approved with the Overall Offsite Landscape Plan; Lawn to Remain and be Protected; Patchup Lawn Against New Curb
- 8 Park Strip with Lawn and Street Trees; Landscape was Approved with the Overall Offsite Landscape Plan; Patchup Lawn Remain and be Protected
- 9 Menu and Ordering Boards – Adjust Plant Material as Needed to Preserve Views to Signage
- 10 Dumpster Enclosure with Plant Screening
- 11 Relocated Water Meter – See Utility Plan
- 12 New Light Pole; Adjust Plant Material as Needed to Provide Equal Plant Spacing Around Pole
- 13 Elect. Transformer – See Site Elect. Plans
- 14 Bike Rack – See Civil Plans

UT – New Utility Manhole or Utility Box

General Landscape Notes:

1. *Plant material quantities are provided for bidding purposes only. It is the contractors responsibility to verify all quantities listed on the plans and the availability of all plant materials and their specified sizes prior to submitting a bid. The contractor must notify the Landscape Architect prior to submitting a bid if the contractor determines a quantity deficiency or availability problem with specified material. The contractor shall provide sufficient quantities of plants equal to the symbol count or to fill the area shown on the plan using the specified spacing. Plans take precedence over plant schedule quantities.*
2. *Contractor shall call Blue Stake before excavation for plant material.*
3. *Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appearances, etc. which occurs as a result of the landscape construction.*
4. *The landscape contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.*
5. *The contractor shall provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the drawings.*
6. *See civil and architectural drawings for all structures, hardscape, grading, and drainage information.*
7. *Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.*
8. *All new plant material shall conform to the minimum guidelines established by the American Standard for Nursery Stock Published by the American Association of Nurserymen, Inc. In addition, all new plant material shall be of specimen quality.*
9. *The Owner/Landscape Architect has the right to reject any and all plant material not conforming to the plans and specifications.*
10. *Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf, color, fruit and culture only as approved by the Landscape Architect.*
11. *It is the contractors responsibility to furnish all plant materials free of pests or plant diseases. It is the contractor's obligation to maintain and warranty all plant materials.*
12. *The contractor shall take all necessary scheduling and other precautions to avoid winter, climatic, wildlife, or other damage to plants. The contractor shall install the appropriate plants at the appropriate time to guarantee life of plants.*
13. *The contractor shall install all landscape material per plan, notes and details.*
14. *Plant names are abbreviated on the drawings, see plant schedule for symbols, abbreviations, botanical, common names, sizes, estimated quantities and remarks.*
15. *No grading or soil placement shall be undertaken when soils are wet or frozen.*
16. *Imported or existing stockpiled topsoil shall be used for all landscape areas. The topsoil must be a premium quality topsoil in a windrow form, free of rocks, clods, roots, and plant matter. The landscape contractor shall perform a soil test on the imported topsoil and amend per soil test recommendations. The soil test shall be done by a certified soil testing agency.*
17. *Prior to placement of topsoil in all landscaping areas, all subgrade areas shall be loosened by scarifying the soil to a depth of 6 inches in order to create a transition layer between existing and new soils.*
18. *Provide a 12" depth of imported or existing stockpiled topsoil in parking islands and an 8 inch depth in all other shrub areas.*
19. *All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper. Excavated material shall be removed from the site and replaced with plant backfill mixture. The top of the root balls, shall be planted flush with the finish grade.*
20. *Plant backfill mix shall be composed of 3 parts topsoil to 1 part soil sep, and shall be mixed at the planting hole. Do not use all plant material immediately after planting. Add backfill mixture to depressions as needed.*

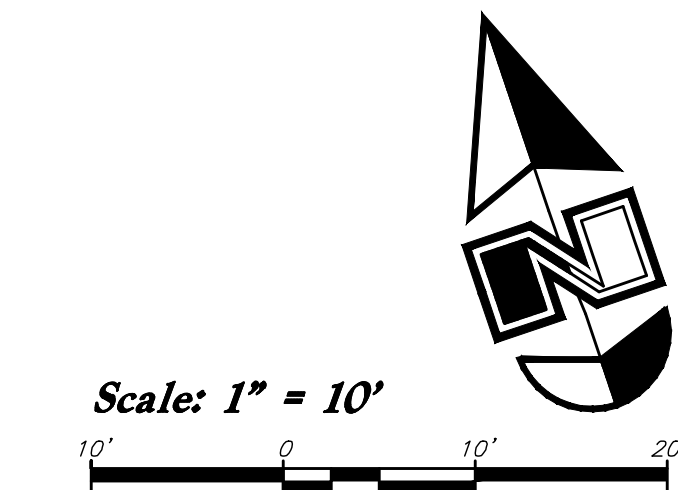
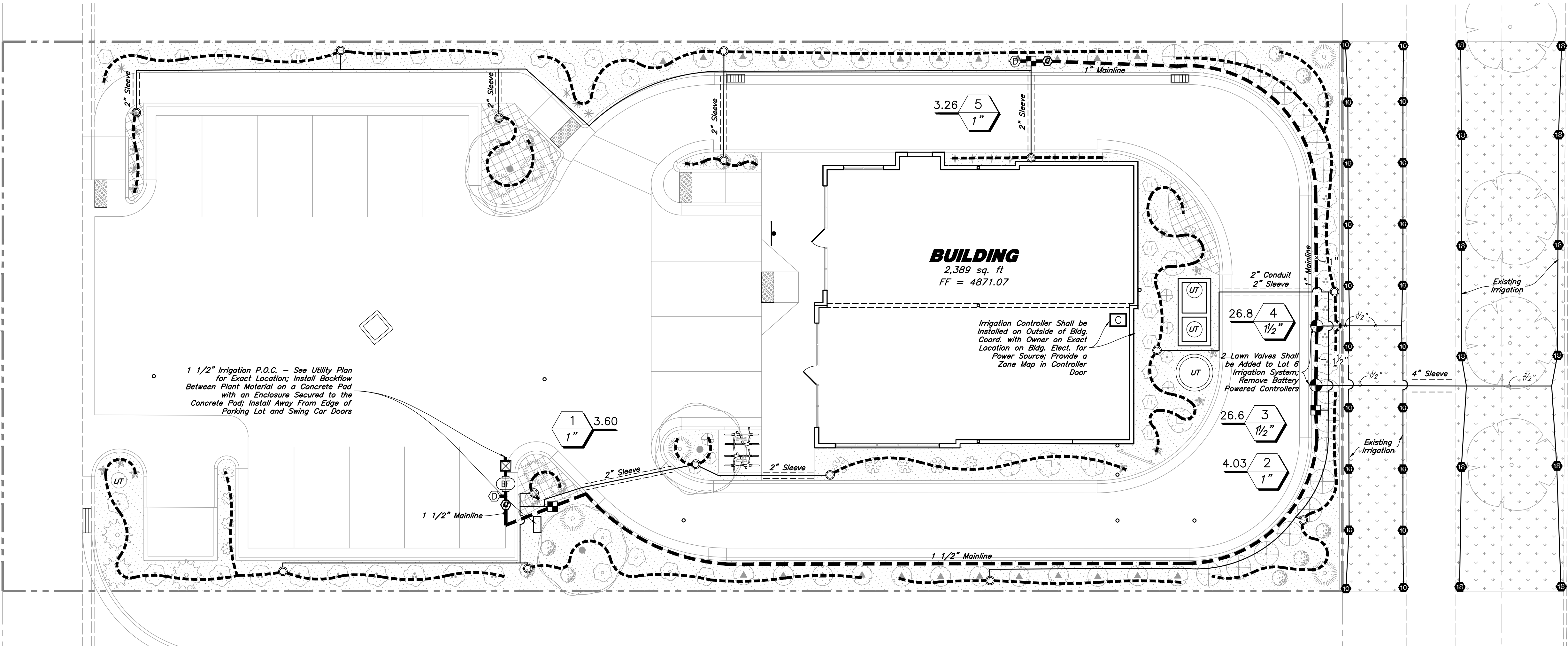
21. All new plants to be balled and burlapped or container grown, unless otherwise noted on plant schedule.
22. Upon completion of planting operations, all landscape areas with trees, shrubs, and perennials, shall receive specified stone cover over Dewitt Pro5 Weed Barrier. Stone shall be evenly spread on a carefully prepared grade free of weeds. The top of stone should be slightly below finish grade and concrete areas. Stone shall be washed prior to installation.
23. All deciduous trees shall be double staked prior to staking detail. It is the contractors responsibility to remove tree staking in a timely manner once staked trees have taken root. Deciduous tree ties to be V.I.T. Cinche Ties #C732.
24. Install landscape concrete curbing between existing lawn and shrub areas. Curbing shall be installed level and uniform and shall match top finish grades of concrete walks and curbs. See landscape concrete curbing detail.
25. Provide a 4 inch depth of imported or existing stockpile topsoil in all lawn areas.
26. Sod must be premium quality, evenly cut, established, healthy, weed and disease free, and from an approved source.
27. All lawn areas to have uniform grades by float raking. Prior to laying sod, apply a starter fertilizer at a rate recommended by the manufacturer. Sod must be laid with no gaps between pieces on a carefully prepared topsoil layer. Sod to be slightly below finish grade and concrete walks and curbing. The laid sod must be immediately watered after installation. Any burned areas will require replacement. Adjust sprinkler system to assure healthy green survival of the sod without water waste.
28. The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and final acceptance.

MATERIAL SCHEDULE

<u>Symbol</u>	<u>Comments</u>	<u>Detail</u>
	Decorative Angular Stone – Install a (4) Four Inch Depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used in all Shrub Planters Where Shown on Plan and Wash Prior to Installation ; Stone Shall be 1 1/2" Diameter, Crushed South Town From Utah Landscaping Rock (435-623-3232); Match Stone Used at the Adjacent Grocery Store; Submit Sample for Approval	Detail: 4/L3.1
	Decorative Cobble Stone – Install an (8) Eight Inch Depth over Dewitt Pro5 Weed Barrier; Stone Shall be Used Where Shown on Plan and Wash Prior to Installation ; Stone Shall be 3-5" Diameter, South Town Cobble From Utah Landscaping Rock (435-623-3232); Match Stone Color Used at the Adjacent Grocery Store; Submit Sample for Approval	Detail: 4/L3.1

PLANT SCHEDULE

TREES	QTY	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>
	3	<i>Acer tataricum</i> 'Hot Wings' / Hot Wings Tatarian Maple	2" Caliper
	3	<i>Picea pungens glauca</i> / Columnar Spruce	6-8' Ht.
SHRUBS	QTY	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>
	17	<i>Buxus microphylla</i> 'Wintergreen' / Wintergreen Boxwood	5 gal
	11	<i>Forsythia</i> x 'Gold Tides' / Golden Tide Forsythia	5 gal
	7	<i>Juniperus horizontalis</i> 'Bar Harbor' / Bar Harbor Creeping Juniper	5 gal
	5	<i>Juniperus horizontalis</i> 'Blue Chip' / Blue Chip Juniper	5 gal
	17	<i>Prunus</i> x <i>cistena</i> / Purple Leaf Sand Cherry	5 gal
	25	<i>Ribes alpinum</i> 'Green Mound' / Green Mound Alpine Currant	5 gal
	4	<i>Rosa</i> x 'Meigalpio' / Red Drift Rose	2 gal
	20	<i>Spiraea</i> x <i>bumalda</i> 'Anthony Waterer' / Anthony Waterer Bumald Spiraea	5 gal
	16	<i>Spiraea</i> x <i>bumalda</i> 'Goldflame' / Goldflame Spirea	5 gal
ORNAMENTAL GRASSES	QTY	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>
	8	<i>Calamagrostis</i> x <i>acutiflora</i> 'Karl Foerster' / Feather Reed Grass	2 gal
	7	<i>Helictotrichon sempervirens</i> 'Sapphire' / Blue Oat Grass	2 gal
PERENNIALS	QTY	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>
	14	<i>Heemerocallis</i> x 'Red Hot Returns' / Red Hot Returns Daylily	1 gal
	8	<i>Heuchera</i> x 'Black Taffeta' / Black Taffeta Coral Bells	1 gal
	7	<i>Nepeta</i> x <i>faassenii</i> 'Dropmore' / Catmint	1 gal



Main Service Line & Other Irrigation Components Are Shown In Paved Or Hardscape Surfaced For Clarity Purposes ONLY. Install All Irrigation Components within Landscaped Areas.

Irrigation Maintenance:

1. All Irrigation within the Property Line Shall be Installed and Maintained by the Owner.

Irrigation Notes

- See Sheet L1.1 for Plant Layout and Sheet L3.1 for Planting Details.
- See Sheet L3.1 for Irrigation Details.
- The City Reported a Water Pressure Range of 65 psi in the Area. The City Suggests that the Irrigation System Shall be Designed in the Range of 40-60 psi to Accommodate for Future Water Usage Growth in the City. The Irrigation System Requires a minimum of 51 psi.

General Irrigation Notes:

- Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. It shall be the responsibility of the contractor to protect all utility lines during the construction period, and repair any and all damage to utilities, structures, site appearances, etc. which occurs as a result of the landscape construction.
- The irrigation contractor shall examine the site conditions under which the work is to be performed and notify the general contractor in writing of unsatisfactory conditions. Do not proceed until conditions have been corrected.
- The contractor shall provide all materials, labor and equipment required for the proper completion of all irrigation work as specified and shown on the drawings.
- See civil and architectural drawings for all structures, hardscape, grading, and drainage information.
- Contractor safety and cleanup must meet OSHA standards at all times. All contractors must have adequate liability, personnel injury and property damage insurance. Clean-up must be performed daily, and all hardscape areas must be washed free of dirt and mud on final cleanup. Construction must occur in a timely manner.
- The Owner/Landscape Architect has the right to reject any and all irrigation material not conforming to the plans and specifications.
- The contractor shall install all irrigation material per plan, notes and details.
- Irrigation system components must be premium quality only and installed to manufactures requirements and specifications. The contractor is responsible for checking state and local laws for all specified materials and workmanship. Substitutions must be approved by landscape architect. Provide owner and maintenance personnel with instruction manual and all products data to operate, check, winterize, repair, and adjust system.
- Irrigation system guarantee for all materials and workmanship shall be one year from the time final project acceptance. Guarantee will include, but is not limited to winterizing, spring activation, repair, trench setting, backfilling depressions, and repairing freeze damage.
- Irrigation system check must be done before the system is backfilled. Irrigation mainline and each control valve section must be flushed and pressure checked. Assume the complete system has no documented problems and full head to head coverage with adequate pressure for system operation. Adjust system to avoid spray on building, hardscape, and adjacent property. Any problems or plan discrepancies must be reported to the landscape architect.
- Irrigation laterals must be schedule 40 P.V.C. with schedule 40 fittings. one (1) inch minimum size. Solvent weld all joints as per manufactures specifications for measured static p.s.i. Teflon tape all threaded fittings. The minimum depth of lateral lines shall be twelve (12) inches. Adapt system to manual compression air blowout.
- Irrigation mainline that are 2" and smaller mainlines shall be schedule 40 PVC pipe with schedule 80 fittings. Solvent weld all joints as per manufactures specifications for measured static pressure. Use teflon tape on all threaded joints. Line depth must be twenty-four (24) inches minimum.
- Install dielectric fittings whenever dissimilar metals are joined.
- Design locations are approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100(%) percent irrigation coverage of areas indicated.
- Contractor valves to be grouped together wherever possible. Install valve boxes with long side perpendicular to walk, curb, lawn, building or landscape features. Valve boxes to conform with finish grades.
- Control valve wire shall be #14 single conductor: white for common wire, red for hot wire and blue for the spare wire. Provide (1) one spare wire that runs the length of the mainline and to the controller. All wiring shall be UF-UL rated. All connections shall be made with water tight connectors (DBR/Y or equivalent) and

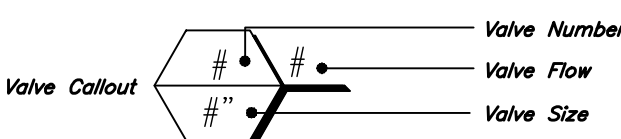
- contained in control valve boxes. Provide 36" extra wire length at each remote control valve in valve box. Install control wiring with main service line where possible. Provide slack in control wires at all changes in direction.
- Control valve size, type, quantity, and location to be approved by landscape architect. install in heavy duty plastic vandal proof box. Size boxes according to valve type and size for ease of maintenance and repair. Install one (1) cubic feet of pea gravel for sump in base of boxes. Boxes to be Carson Brooks or equal.
 - Quick couplers shall be a Rain Bird 44RC with a 1 inch Lasco unitized swing joint assembly. Support with rebar in each retainer lug. Install where shown on the plans.
 - Irrigation system backfill must occur only after system check is completed as specified. Use only rock free clean fill around pipes, valves, drains, or any irrigation system components. Water settle all trenches and excavations.
 - All irrigation pipe running through walls, under sidewalk, asphalt, or other hard surface shall be sleeved prior to paving. It is the irrigation contractors responsibility to coordinate sleeving with concrete and pavement contractors. Sleeves will be schedule 40 P.V.C. The depth for mainline sleeves shall be twenty-eight (28) inches minimum. Depth for lateral sleeves shall be sixteen (16) inches minimum. Sleeves shall be a minimum of two sizes larger than the pipe to be sleeved. All valve wiring shall be contained in separate sleeving.
 - Plans are diagrammatic and approximate due to scale, where possible, all piping is to be installed within the planting areas. No tees, els, or changes in direction shall occur under hardscape.
 - It is the contractors responsibility to verify all quantities based upon the plan prior to completion of a construction cost estimate.
 - The irrigation contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent possible overspray onto walks, roadways, and/or buildings as much as possible. This shall include selecting the best degree of arc to fit the site and to throttle the flow control of each valve to obtain the optimum operating pressure for each system. All mainlines shall be flushed prior to the installation of irrigation heads.
 - All sprinkler heads shall be set perpendicular to finish grade of the areas to be irrigated and shall be installed 6"-8" from buildings walls, or within 4" of pavement, curbs, or header edges.
 - Drip system piping shall consist of a rigid schedule 40 PVC pipe distribution system connecting drip irrigated planter areas. Poly tubing or drip line shall be run off the rigid PVC in each planting area or island with a PVC to poly tubing adapter. No poly tubing shall run under pavement.
 - Electrical power source at the controller location shall be provided by electrical contractor. Contractor shall verify location of controller prior to installation with owner.
 - Provide and install all manufacturer's recommended surge and lightning protection equipment on all controllers.
 - All lines shall slope to manual drains (see details). If field conditions necessitate additional drains, these drains shall be installed for complete drainage of the entire system. Provide a gravel sump under each drain. All drains shall be a minimum of 6" below grade.
 - Upon completion and approval of irrigation system, irrigation contractor to provide the owner with two sets of drawings indicating actual location of piping, valves, sprinkler heads, wiring, and zones.
 - An irrigation zone map shall be provided in a protective jacket and be kept with the main irrigation controller. The map shall show all approved irrigation and include all zone valve locations.
 - It shall be the responsibility of the sprinkler contractor to demonstrate to the Owner the proper winterization and start-up procedures for the entire system prior to final payment.

IRRIGATION SCHEDULE

Symbol	Manufacturer/Model #	Description	Notes	Detail
Valves				
	Rain Bird XZC-100-PRB-COM	Drip Remote Control Valve	1 Inch Size; Drip Control Zone Kit; Install in Standard Valve Box with 3" Depth of Gravel over Weed Barrier; Install with Water Proof Wire Connectors	6/L3.1
	Rain Bird 44RC	Quick Coupler Valve with Swing Joint	1 Inch Size; Install in 10" Round Valve Box with 3" Depth of Gravel over Weed Barrier	7/L3.1
	Matco-Norca 759	Manual Drain Valve	1/2 Inch Size; Install at End of the Mainline and After the Backflow Preventer in a 10" Round Valve Box with Weed Barrier and a Gravel Sump	10/L3.1
Drip				
	PVC Pipe To Drip Tubing	Provide Connection Fittings	Install 1" Feeder Line To All Drip Areas	15/L3.1
	Rain Bird XBS-940	3/4" Distribution Tubing - Pipe shown on Plan is Schematic; Adjust as Needed		
	Rain Bird XQ-100	1/4" Distribution Tubing - Install one per Emitter		
	Rain Bird XB-20PC	Xen-Bug Emitter (2 Gal/Hr.) - 1 Perennial, 2 Shrub, 1 Ornamental Grass, 4 Tree		9&14/L3.1
	Rain Bird TS025	Tie Down Stake - Tubing to be Staked every 3'		
	Rain Bird DBC-025	Diffuser Bug Cap - Install one per Emitter		
	Rain Bird MDCFCAP	Removable Flush Cap - Install at the End of Each Line		

P.O.C. Components

	Mueller Oriseal Mark II	Stop & Waste Valve	1 1/2 Inch Size; Install in 10" Round Valve Box with Weed Barrier and Gravel Sump	13/L3.1
	Wilkins 375XL Series	Reduce Pressure Backflow Assembly	1 1/2 Inch Size; Backflow Preventer Shall be Properly Installed & Tested to Meet all State & Local Health & Safety Laws & Ordinances; Install in Artificial Rock Enclosure (110-ST from DekoRra Products, LLC); Rock Color Shall be Riverbed Brown; Install on Concrete Pad with Frost Bag (602-DT)	5/L3.1
Pipes				
	Schedule 40 PVC	Mainline Pipe	1 1/2" & 1 Inch Size; Schedule 80 Fittings Shall be Used for Mainline Components	8/L3.1
	Schedule 40 PVC	Lateral Line Pipe	See Plan for Pipe Sizes; Pipes Unmarked Shall be 1 Inch; Minimum Pipe Size Shall be 1 Inch for PVC Pipe	8/L3.1
Controller				
	Rain Bird ESP4ME	4 Station Base Outdoor Controller	See Plan for Location of Controller; Coordinate Power Supply With Building Electrical Contractor	12/L3.1
	Rain Bird ESPSM3	3 Station Module		
Sleeving				
	Schedule 40 PVC	Provide for Irr. Mainlines, Laterals, and Controller Wire	Contractor shall Coordinate the Installation of Sleeving with the Installation of Concrete Flatwork and Asphalt Paving. All Sleeving is by the Landscape Contractor unless otherwise noted.	11/L3.1



VALVE SCHEDULE

VALVE STATION	VALVE SIZE	IRRIGATION TYPE	FLOW (GPM)	PSI	PSI @ POC	PRECIP. RATE
1	1"	Area for Drip Emitters	3.60	32.66	44.67	0.63 in/h
2	1"	Area for Drip Emitters	4.03	33.12	45.22	0.84 in/h
3*	1-1/2"	Turf Spray	26.64	34.78	50.36	1.56 in/h
4*	1-1/2"	Turf Spray	26.75	34.1	49.92	2.69 in/h
5	1"	Area for Drip Emitters	3.26	32.47	44.83	1.25 in/h

* Two Existing Lawn Valves Shall be Connected to Lot 6 Irrigation System and Wired to the Controller Located on the Building Wall; Remove all Battery Powered Controllers

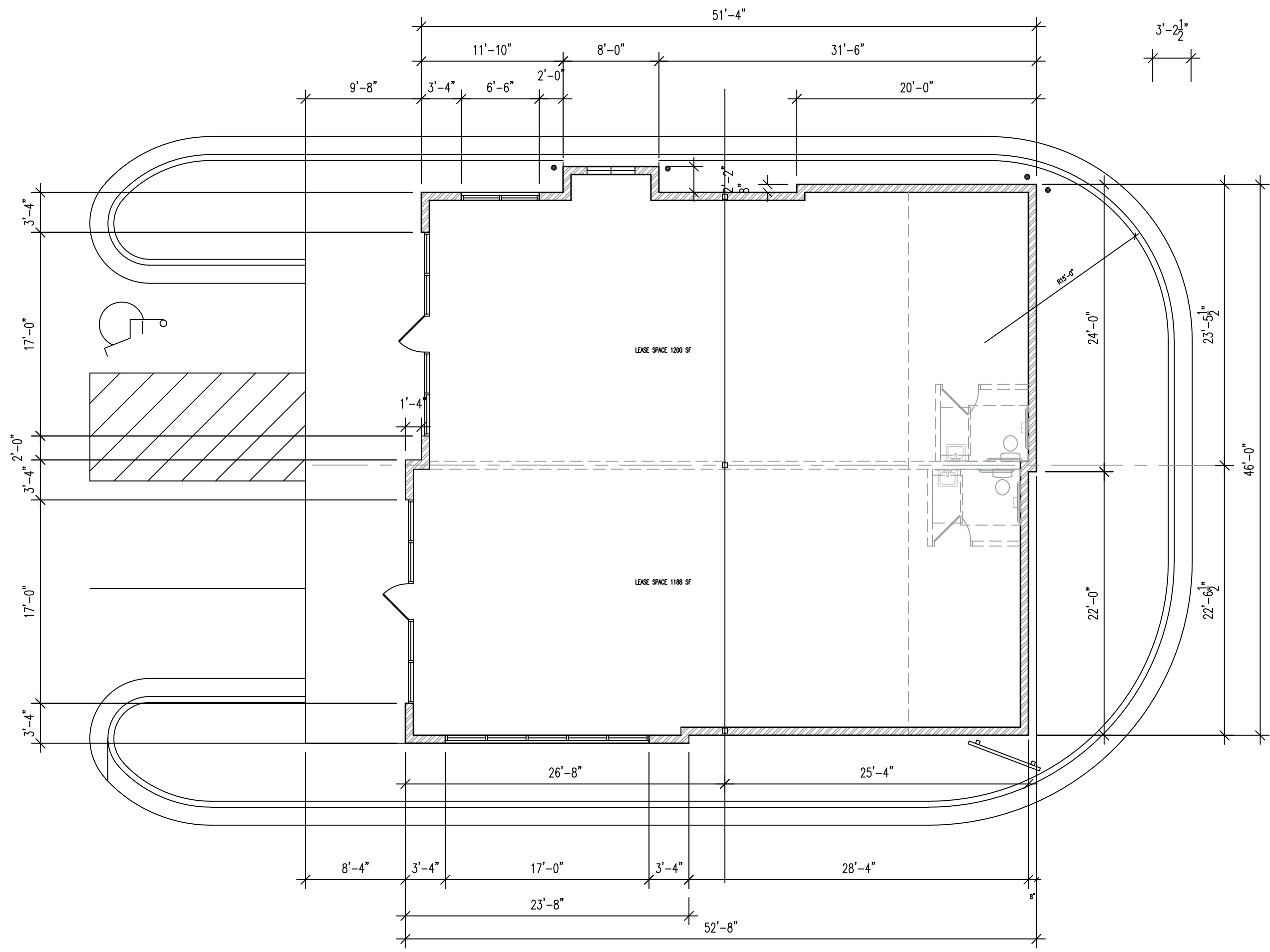
ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - awhengineering.net

Irrigation Plan
Eagle Mountain Town Center Lot 6
Eagle Mountain Boulevard & Pony Express Parkway
Eagle Mountain, Utah

State of Utah
Professional Engineer
Jared R. Manscill
No. 7740429-3301
03/19/2022
Landscape Architect

18 Feb, 2022
SHEET NO.
L2.1

811
Know what's below.
Call before you dig.

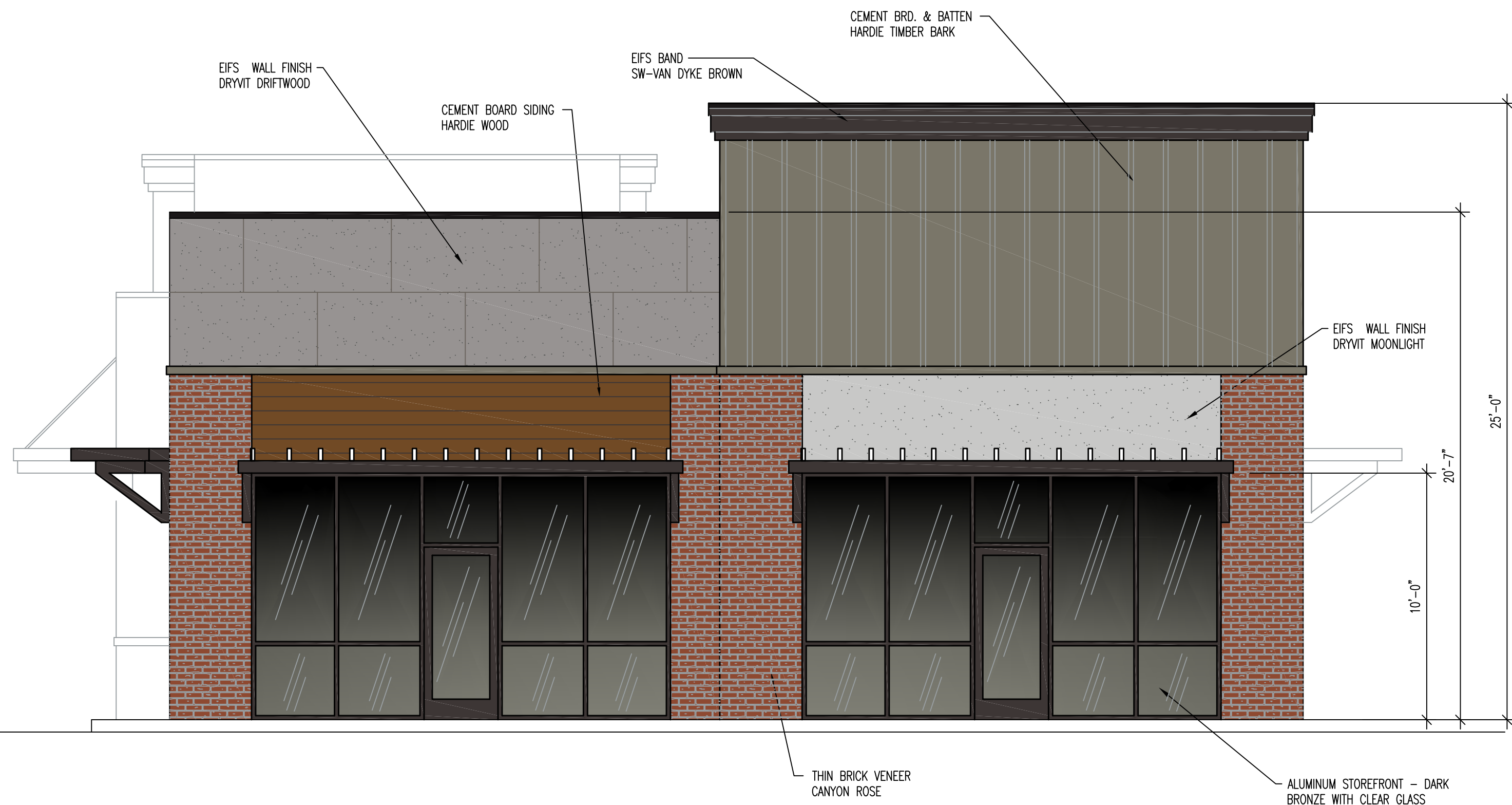


FLOOR PLAN

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



NORTH



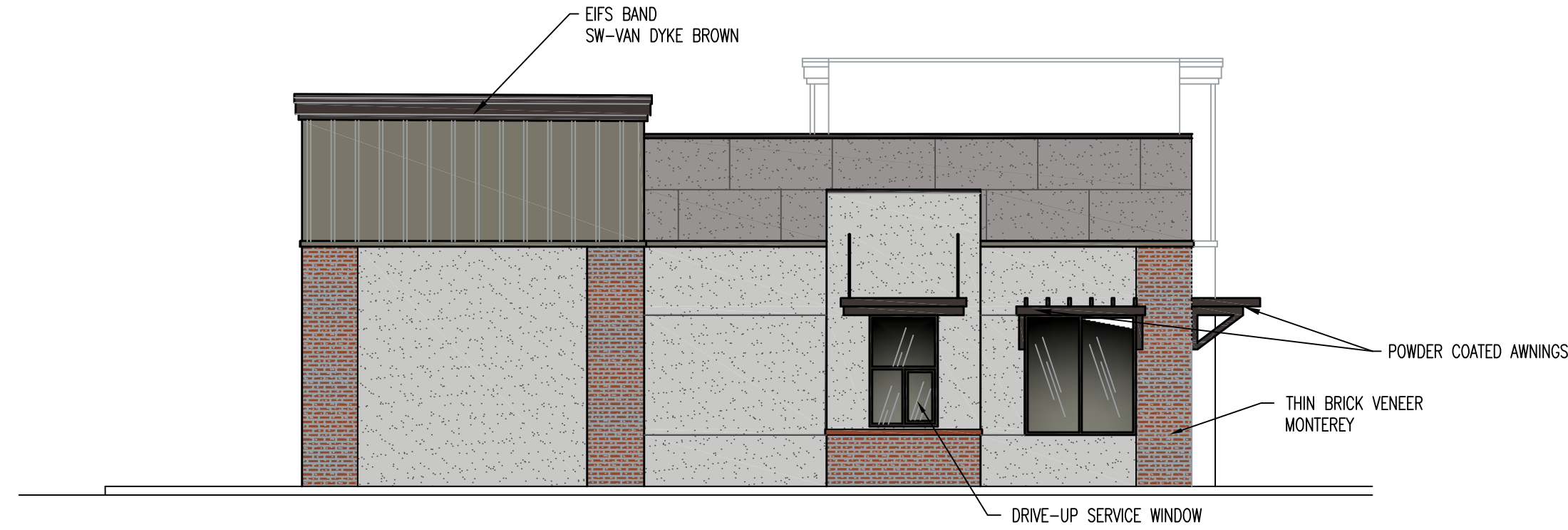
WEST ELEVATION

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



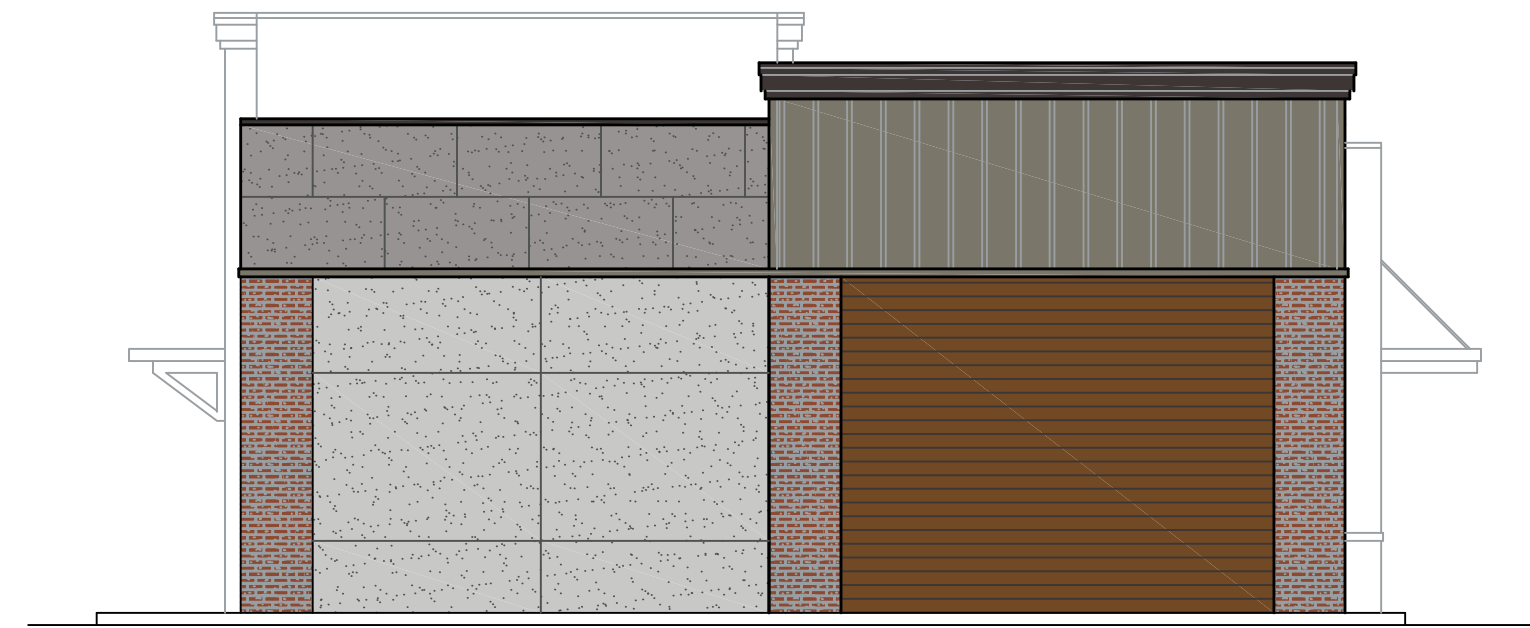
SOUTH ELEVATION

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



NORTH ELEVATION

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



EAST ELEVATION

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

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MARKETPLACE AT EAGLE MOUNTAIN TOWN CENTER

NEW STRIP BUILDING AT:

PAD C2

EAGLE MOUNTAIN UTAH

PROPOSED PLANS

ARCH. PROJECT NO: XX-XXX
DATE: X/X/X
DRAWN BY: BRENT
CHECKED BY:
DESIGNED BY:

© COPYRIGHT VDG ARCHITECTS

DATE	REVISION

SHEET TITLE

A-1.00

ARCHITECTURAL

VINCENT DESIGN GROUP, INC.

ARCHITECTS AND PLANNERS

VDG

401 EAST 1700 SOUTH, SALT LAKE CITY, UTAH (801) 484-2046



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands Known as Saddle Junction.		
ITEM TYPE:	Rezone		
FISCAL IMPACT:			
APPLICANT:	Conner Atkin		
GENERAL PLAN DESIGNATION Community Commercial	CURRENT ZONE	ACREAGE 1.5	COMMUNITY Ranches Gateway

PUBLIC HEARING:

Yes

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

Tayler Jensen

RECOMMENDATION:

BACKGROUND:

The proposed rezone is for approximately 1.5 acres located north of Stonebridge Lane, adjacent to the Tagg n Go parcel. The Future Land Use Plan (FLUP) designates this property as Community Commercial, the (CC) Commercial Community Zone is an appropriate zone within the Community Commercial designation.

It should be noted that on December 7th 2021, the adjacent parcel (66.403.0102) was rezoned to the CC zone.

While the applicant is requesting a rezone to the CC zone, the Planning Commission has recommended the CN zone to the City Council. Both the CC and CN Zones are deemed appropriate within the Community Commercial Future Land Use Designation.

ITEMS FOR CONSIDERATION:

The following items should be considered when considering a rezone:

The rezone criteria (found in 17.90.060) shall be considered when making a recommendation for rezone applications:

- Compliance with the General Plan (17.90.060 A). The request to add the CC zone is compliant with the General Plan which designates the area for Community Commercial. The adjacent parcels are designated: Community Commercial (to the West, East, and North) and Stone Bridge Lane is located to the South. Thus the applicant complies with this provision.
- Compatibility Determination (17.90.060 B). The property to the North is zoned CC, the property to the East is Zoned CN, while the property on the South side of Stonebridge Lane is zoned Commercial. As this proposal complies with the FLUP, and the proposed zoning meets zoning transitioning it is the opinion of staff that it complies with this provision.
- City Services (17.90.060 C). The proposed use is not anticipated to overburden City Services.
- Traffic Generation (17.90.060 D). Commercial development may generate significant amounts of traffic depending on the use, any proposed uses will need to provide a traffic impact study, and may be required to mitigate generated traffic. It should also be noted that traffic along Ranches Parkway and Campus Drive has been a recent topic of discussion, with the city recently completing a traffic study and has received a proposal to mitigate the systemic traffic that has caused the roads to operate at LOS D or lower.
- Property Values (17.90.060 E). The proposed use is not expected to have a significant negative impact on surrounding property values therefore it complies with this provision.

Any commercial development that is proposed for this site will have to bring a Site Plan to the Planning Commission and City Council, and will be evaluated to ensure it complies with all Site Plan and Commercial Development Standards.

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

The Planning Commission voted (3-1, 1 Commissioner excused) to recommend approval of the Saddle Junction Rezone to the **CN** to the City Council for the reasons set forth in the Staff Report and in the meeting with the following condition:

1. A development agreement shall be written to allow a maximum

of 50-foot-high structures, with all other commercial development standards (of the CN Zone) to apply.

ATTACHMENTS:

[ORD--Saddle Junction Rezone](#)

[Rezone Exhibit](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH, REZONING
CERTAIN LANDS KNOWN AS SADDLE JUNCTION**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as Saddle Junction, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the rezone of certain lands known as Saddle Junction, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 5th day of April, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 5th day of April, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

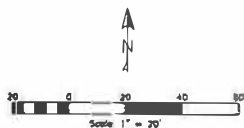
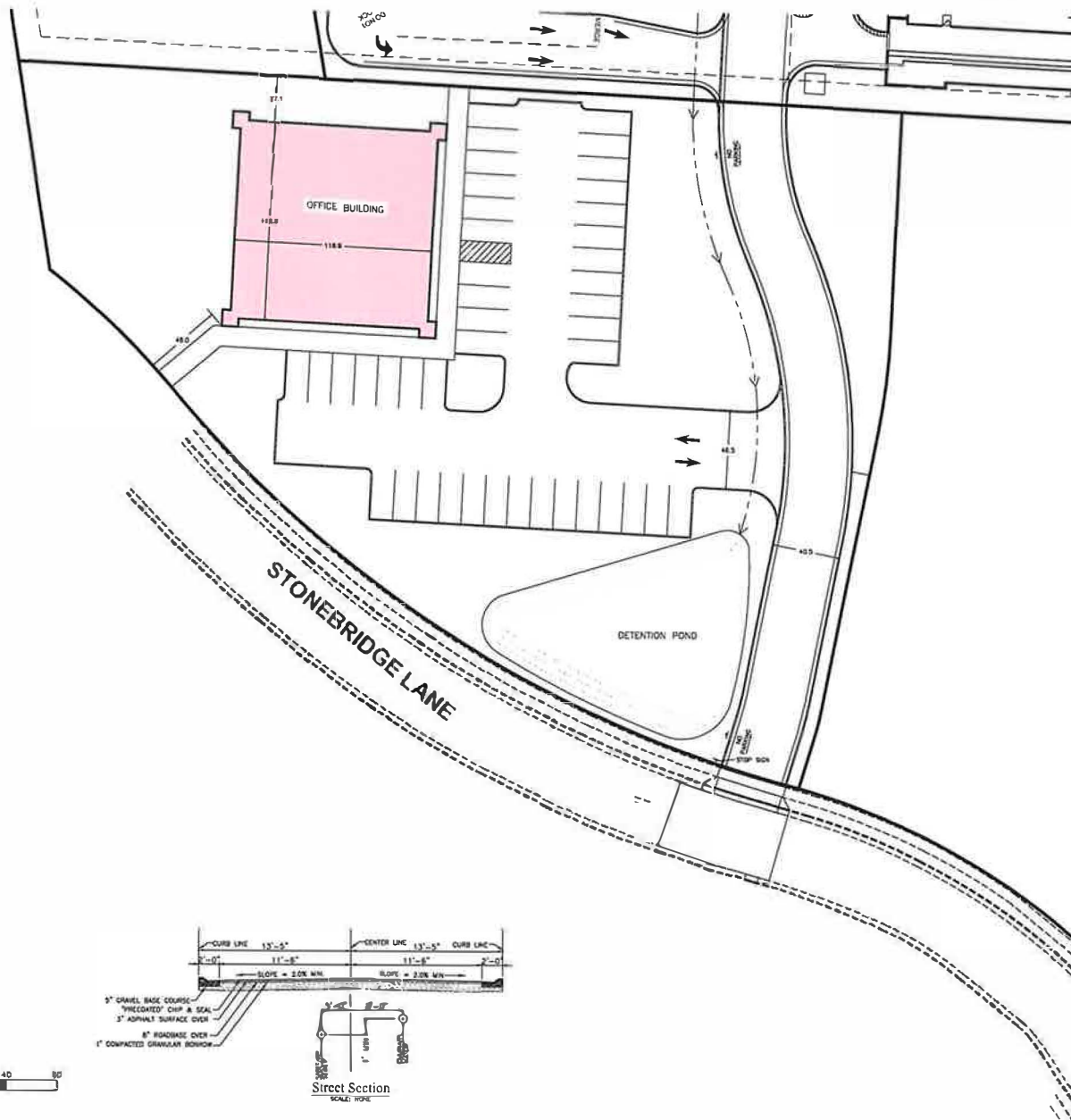
☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



HUNT ENGINEERING, LLC
 8819 Willow Creek Rd.
 Mountain View, UT 84050
 Phone: 801.474.1111
 Email: info@hunt-engineering.com

Saddle Junction

Rezone Exhibit
 - Land Use

Revisions	Date



PROJECT INFO.
 Engineer: T. HUNT
 Drafter: T. HUNT
 Sign Date: 9/23/2021
 Name: Todd L. Hunt

SHEET
 2
 SHEETS



EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022

TITLE:	ORDINANCE/PUBLIC HEARING - An Ordinance of Eagle Mountain City, Utah, Rezoning Certain Lands and Approving a Master Development Plan for Eagle Quest East.		
ITEM TYPE:	Master Development Plan, Rezone, and Preliminary Plat		
FISCAL IMPACT:			
APPLICANT:	Kurt Ostler		
GENERAL PLAN DESIGNATION Neighborhood Residential One	CURRENT ZONE Agriculture	ACREAGE 163	COMMUNITY South Town

PUBLIC HEARING:

Yes

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

Tayler Jensen

RECOMMENDATION:

The City Council may approve the Master Development Plan, Rezone, and Preliminary Plat for the reasons set forth in the staff report with the following conditions and any other conditions the Council finds appropriate:

1. The two R2 lots located along the North edge of the property be zoned R3
2. A 20' wide, mid-block pedestrian connection, with a 8' pedestrian path be provided through the R1 block located in the southeast corner of the project
3. A Community mailbox location in compliance with 16.35.150 shall be provided in the first phase of development, and subsequent locations shall be placed so no home is more than 1,320 feet from the nearest community mailbox location.
4. The Master Development Agreement include language that prohibits the transfer of density for any acreage included in a school or church site.
5. The East Park be replaced with R1 lots
6. The 10 lots adjacent to the Central Park be replaced with open space and the bulk of the amenities from the East Park
7. The 3 lots north of the Southwest Park be replaced with open space and that additional neighborhood focused/scaled amenities be added to this park

BACKGROUND:

Previous Action

On January 18th 2022 the City Council considered a request for a Master Development Plan, Preliminary Plat, Rezone, and a General Plan Amendment for Eagle Quest East. At that time the applicants proposal included 424 single-family residential lots, and moved *Old Airport Road* from the middle of the project to the East boundary line.

Ultimately the City Council voted **(5-0)** to table the item and provided the applicant with the following feedback:

- A preference to redesign the project and keep *Old Airport Road* where it is currently shown on the Future Land Use and Transportation Map
- That the conditions from the Planning Commission (below) should be adhered to:
 - Including a row of RD2 lots between RD1 and R1 units;
 - That the number of R1, R2, and R3 units shall be adjusted so each represent approximately 1/3 of the Neighborhood Residential One units;
 - Park and Open Space be recalculated to ensure minimum standards are being met;
 - That at least 1 church site be identified;
 - A community mailbox location be included in phase one of the development;
- That there was a desire for varied unit type;
- Depending on the overall density of the project and animal right conflicts that the 152' ROW of *Old Airport Road* may be allowed to count as one or two transition steps between the lots on the east and west of the project.

Project Overview

Master Development Plan

At 163 acres this project requires a Master Development Plan to ensure that it will relate well with surrounding uses, while establishing the required public investments and benefits for both this development and the community. The proposed Preliminary Plat, and Rezone are both part of the Master Development Plan, as required by 16.10.030 EMMC.

Preliminary Plat

The applicant is proposing a 407 single-family lot residential

subdivision preliminary plat.

Rezone

Currently the entire parcel is zoned Agriculture, with a future land use designation of *Neighborhood Residential One*. The applicant is proposing the rezone the 163 acres to the following zones:

Proposed Zone	Proposed Acreage
OS-I	9.49
RD1*	3.82
RD2*	5.74
R1	20.38
R2	35.77
R3	37.22
ROW Area	50.80

* The RD1 and RD2 zones are NOT anticipated zones within the *Neighborhood Residential One* future land use designation, and are typically envisioned within the *Agriculture/Rural Density Two* future land use designation, but they are being proposed to comply with transitioning standards.

For the purposes of this staff report (EQE) means Eagle Quest East, (FLUP) means Future Land Use Plan, (NR1) Means Neighborhood Residential One.

ITEMS FOR CONSIDERATION:

The following items should be considered when making a motion.

Master Development Plan

Master Development Plans are required for all projects in excess of 50 acres, to help ensure that large projects relate well to surrounding uses, while also establishing the required public investments and benefits for the development of the community. 16.10.030 of EMMC defines the General Considerations to apply to all proposed Master Developments:

- A. Zoning Districts: The proposal includes rezones to the OS-I, RD1, RD2, R1, R2, and R3 zones, and includes zoning for all property within the project in *compliance* with 16.10.030 A.
- B. General Plan Amendments: While the RD1 and the RD2 zones aren't typically found in the *Neighborhood Residential One* future land use designation, they are both less dense than the development types anticipated in the FLUP. It should also be noted that Rezones are legislative decisions, and the General

Plan anticipates and provides the ability for the council to have flexibility when considering rezones. As the reason for the RD1 and RD2 zones are to provide appropriate zone transitioning, and as the General Plan has two future land use designations adjacent to each other that are not allowed by the zoning transitioning table, it is the opinion of staff that it is appropriate to consider the proposed changes without requiring an amendment to the General Plan.

- C. Master Development Plan: The applicant has applied for a Master Development Plan which will serve as a guiding document for the proposed Eagle Quest East development, and will serve as the basis for the future MDA in *compliance* with 16.10.030 C
- D. Master Development Agreement: The applicant will be required to have a MDA approved once the Master Development Plan is approved.

The Criteria for the approval of MDPs are defined in 16.10.070 of the Eagle Mountain Municipal Code. The project's compliance with these standards are discussed below:

- A. General Criteria: There are no slopes within the development greater than 25 % and there are no known natural hazards present on the property. The applicant has designed storm water retention for the entire project, and there are no natural channels, washes, or ridgelines within the property, thus it is the opinion of staff that the MDP *complies* with 16.10.070 A.
- B. Criteria related to Infrastructure: EQE can be adequately served by existing and proposed utilities in the project area. The proposal is showing minor collectors on the north, west, and south boundary lines as indicated in the future transportation plan, with the north and south collector roads terminating at *Old Airport Road*. The South collector road (Aviator Avenue) was only developed with a halfwidth to a residential standard within the Sunset Flats Development, and EQE is proposing to provide the additional ROW necessary to finish Aviator Avenue as a Minor Collector.
- C. Criteria related to Compatibility:
 - North The property to the North of this development has the future land use designations of *Neighborhood Residential One and Two*, Eagle Quest East shows R3 and two lots of R2 zoning adjacent to all *Neighborhood*

Residential Two (NR2) property. *NR2* allows both the RC and the MF1 zones, the R3 zone is appropriate adjacent to the RC zone, but according to 17.60.160(1) the R2 zone is not appropriate adjacent to either the RC or the MF1 zone. Staff recommends the two (2) R2 lots on the north boundary be changed to the R3 zone to comply with transitioning standards (this does not require any change to the lot sizes, dimensions, or layouts). East of *Old Airport Road*, EQE has RD2 and RD1 zoned property which buffers NR1 and *Agriculture/Rural Density 2*. RD2 is an appropriate buffer to the R1 zone, and the RD1 Zone is appropriate.

- South The property to the south has a future land use designation of *Neighborhood Residential One* and is fully included within the Sunset Flats Master Development Plan, which includes 1/4 - 1/3 acre lots. The EQE Lots range from 10,560 SF to 17,995 SF adjacent to Sunset Flats, which meets lot size and zoning transitioning standards. It should be noted that a collector road (Aviator Avenue) is between the two developments, Sunset Flats only dedicated a half-width of a local road, meaning more than 1/2 the width for the road will be coming from the EQE development.
- West The property to the west has a future land use designation of *Neighborhood Residential One* and is included in Village Four of the Overland MDA which has an anticipated density of 2.39 DU/AC, all lots adjacent to the west edge of EQE are R3 which allows for transitioning to every zone anticipated in the *NR1* FLUP
- East The East edge of EQE is proposed to include 152' ROW of *Old Airport Road* and a row of RD1 lots adjacent to the Agriculture Rural Density Two and Open Space designations to the east of this project.

D. Criteria related to Design: Per 17.25.040 RD1 lots require no improved open space, RD2 lots require 500 SF of improved open space R1 lots require 750 SF of improved open space, R2 lots require 900 SF of improved open space, and R3 lots require 1,000 SF of improved open space, based on these numbers and the applicants proposal this project is required to provide:

Zone	Unit Count	Required Open Space
------	------------	---------------------

RD1	3	0 SF
RD2	11	5,500 SF
R1	61	45,750 SF
R2	143	128,700 SF
R3	189	189,000 SF
Total	407	368,950 SF or 8.47 Acres

As 100 amenity points are required per acre of improved open space the applicant is required to provide a minimum of 847 amenity points.

EQE is proposing to provide the following open spaces:

- Southwest Park 143,801 SF (3.30 Acres) of qualified Open Space
 - 178,122 SF, of which 137,283 SF is located within a retention area
 - Up to 75% of a retention area may be counted as improved open space, therefore, 102,962 SF of improved open space
 - $178,122 - 137,283 = 40,839$ SF
 - 3 park benches, 2 trash receptacles, a tot lot, trail, and grassed field area
- Central Park 96,489 SF (2.22 Acres)
 - 6 park benches, 4 trash receptacles, 1 pavilion with picnic tables, outdoor BBQs, 1 tot lot, trail and a soccer field
- East Park 136,299 SF (3.13 Acres)
 - 4 park benches, 1 bike rack, 3 trash receptacles, 1 pavilion with picnic tables, outdoor BBQs, tot lot, a full-sized basketball court, and 4 pickleball courts.
- Total improved open space: 376,589 SF (8.65 Acres) which exceeds the minimum open space requirement
- Total Amenity Points: EQE is proposing a total of 888 Amenity points, of which 142 are from trails and parking which is under the maximum of 1/3 (279 Amenity Points).

Rezone

The following criteria, found in 17.90.060 shall be considered when making a motion on a rezone:

- A. Compliance with General Plan: The entire parcel has a future land use designation of *Neighborhood Residential One* the R1, R2, and R3 zones are appropriate within this land use

designation. The RD1 and RD2 zones are not anticipated within the designation, but they are less intense uses than typical *NR1* uses, the general plan allows some flexibility in the application of zones within the FLUP, and as none of the zones anticipated within NR1 are appropriate transitions to the Agriculture/Rural Density 2 designation, staff feels this proposal is appropriate and complies with the spirit and intent of the General Plan.

- B. Compatibility Determination: Compatibility is discussed extensively in the MDP portion of this staff report, the property is bordered to the north, west, and south by *Neighborhood Residential One*, it is also bordered by *Neighborhood Residential Two* to the North, and by *Agriculture Rural Density One and Two* to the east.
- C. City Services: The proposed development is not anticipated to overburden the City's service capacity.
- D. Traffic Generation: The applicant has completed a TIS for this project (Executive summary attached) which shows the roads in the area operating at an acceptable LOS in 2026, however, by 2040 a Signal may be warranted along "Old Airport Road" to maintain breaks in traffic.
- E. Property Values: The proposed use is not expected to have a significant negative impact on surrounding property values.

Preliminary Plat

The following shall be considered when reviewing the Preliminary Plat.

Connectivity: The project has 43 Nodes and 77 Links for a connectivity score of 1.79, per 16.30.090 a minimum score of 1.6 is required for R1, R2, and R3 developments, and a score of 1.50 is required for RD1 and RD2 Zones (The RD1/RD2 Area has a connectivity score of 2). The maximum block length is 800' (can be increased to 1,100' with a midblock pedestrian connection) in the R1, R2, and R3 zones and 1,000' (can be increased to 1,200' with a midblock pedestrian connection) in the RD1 and RD2 Zones. The curve road located in the southeast corner of the project exceeds 800' from intersection to intersection, there is a park along the east side of the road, but staff feels it should provide a midblock pedestrian connection to the west through the R1 block.

Development Standards: The development will be required to follow the residential development standards for each zone found in 17.25

EMMC.

Community Mailboxes

Chapter 16.35.150 requires community mailboxes are required 1,320 feet of all homes, and shall utilize Mailbox Pullout Design Standards defined in 16.35.150 D. these mailboxes are not currently shown on plans, staff recommends the plat be updated with community boxes, and that at least one is located within the first phase of development.

Road Standards

Per Table 16.35.130(b) the minimum distance between intersections for Five Lane Major Arterials is 1,320', the location of the 4-way intersection with *Old Airport Road* does appear to be slightly under the 1,320' (~1,250') from the anticipated intersection on the property located to the North, as that property develops it will be necessary to ensure the correct spacing is maintained.

Other Items for Consideration

Addressing tabling comments: When the council reviewed this project on January 18th a number of comments were provided to the applicant as needing to be addressed, a summary of which are found below:

- A preference to redesign the project and keep *Old Airport Road* where it is currently shown on the Future Land Use and Transportation Map. *The applicant has moved Old Airport Road back to where it is shown on the Current Future Land Use and Transportation Map*
- That the conditions from the Planning Commission (below) should be adhered to:
 - Including a row of RD2 lots between RD1 and R1 units; *A row of RD2 units are provided between the RD1 and R1 Zones*
 - That the number of R1, R2, and R3 units shall be adjusted so each represent approximately 1/3 of the Neighborhood Residential One units; *R1 units make up 12.5% of the project area, and 14.9% of the total unit count. R2 units make up 21.9% of the project area, and 35% of the total unit count, R3 units make up 22.8% of the project area and 46.4% of the total unit count*
 - Park and Open Space be recalculated to ensure minimum standards are being met; *Park space has been recalculated and minimum open space acreage and*

amenity points are provided.

- That at least 1 church site be identified; *Applicant has included a note that church sites will be provided during the platting of the project.*
- A community mailbox location be included in phase one of the development;
- That there was a desire for varied unit type; *This proposal utilizes 5 different single-family residential zones*
- Depending on the overall density of the project and animal right conflicts that the 152' ROW of *Old Airport Road* may be allowed to count as one or two transition steps between the lots on the east and west of the project. *The applicant is proposing to use Old Airport Road and the Southeast park as one transition step from east to west.*

Parks

While the proposed parks meet code requirements for open space acreage and minimum amenity points, staff believes the following items should be taken into account and the parks redesigned to better serve the development and the community.

The *East* linear park is most amenitized park in the EQE development and is located between the 152' ROW for *Old Airport Road* and internal roadways which is not an ideal location for a park. At approximately 3.12 acres this park is on the small side for parks with a basketball court and pickleball amenities. This park is also slated to be developed in phase 8 of the development, pushing the bulk of the project's amenities to the back end of development. Staff feels it would be more appropriate to remove the *East Park* and increase the size and amenities of the *Central* and *Southwest* Parks.

- Staff recommends that the *East Park* be replaced with R1 lots.
- Staff recommends the 10 lots (108,528 SF) adjacent to the *Central Park* be replaced with open space and the bulk of the amenities from the *East Park*.
- Staff recommends removing the 3 lots (29,488 SF) north of the Phase 1 *Southwest park* and adding additional neighborhood focused amenities to this park.

If the staff recommendation was followed overall park space would increase by 1,717 SF. While this proposal would remove 13 lots, it is anticipated that the applicant could recover 12 R1 lots by replacing

the *East Park* with 10,890 SF R1 lots, reducing the project lot count by a single unit.

This proposal would increase the size of the *Central Park* to 4.70 Acres and the *Southwest Park* to 4.76 Acres (with 3.978 Acres counting as improved open space) which in the opinion of staff better meets the desire of the city to consolidate parks into fewer and larger parks

REQUIRED FINDINGS:

Rezoning is a legislative decision and is considered valid if reasonably debatable and not illegal. The criteria for a Rezone approval can be found in EMMC 17.90.060. Master Development Plan approvals are based upon compliance with City Code requirements. Preliminary Plat approvals are based upon compliance with City Code requirements. The approval criteria for a Preliminary Plat can be found in EMMC 16.20.050.

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--Eagle Quest East Rezone and Master Development Plan](#)
[Land Use, Site, and Phasing Plan](#)
[Landscape Plans](#)
[Traffic Impact Study](#)
[Park Worksheet](#)
[01.18.2022 Eagle Quest East Minutes](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
REZONING CERTAIN LANDS KNOWN AS EAGLE QUEST EAST
AND APPROVING THE EAGLE QUEST EAST MASTER DEVELOPMENT PLAN**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to rezone certain lands known as Eagle Quest East and approve the Eagle Quest East Master Development Plan, as set forth more specifically in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider and approve the rezone of certain lands known as Eagle Quest East and the Eagle Quest East Master Development Plan, as set forth in Exhibit A.
2. The lands depicted and described in Exhibit A are hereby rezoned to the density and uses as set forth more specifically in Exhibit A.
3. The Eagle Quest East Master Development Plan is hereby approved, as set forth more specifically in Exhibit A.
4. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 5th day of April, 2022.

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 5th day of April, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

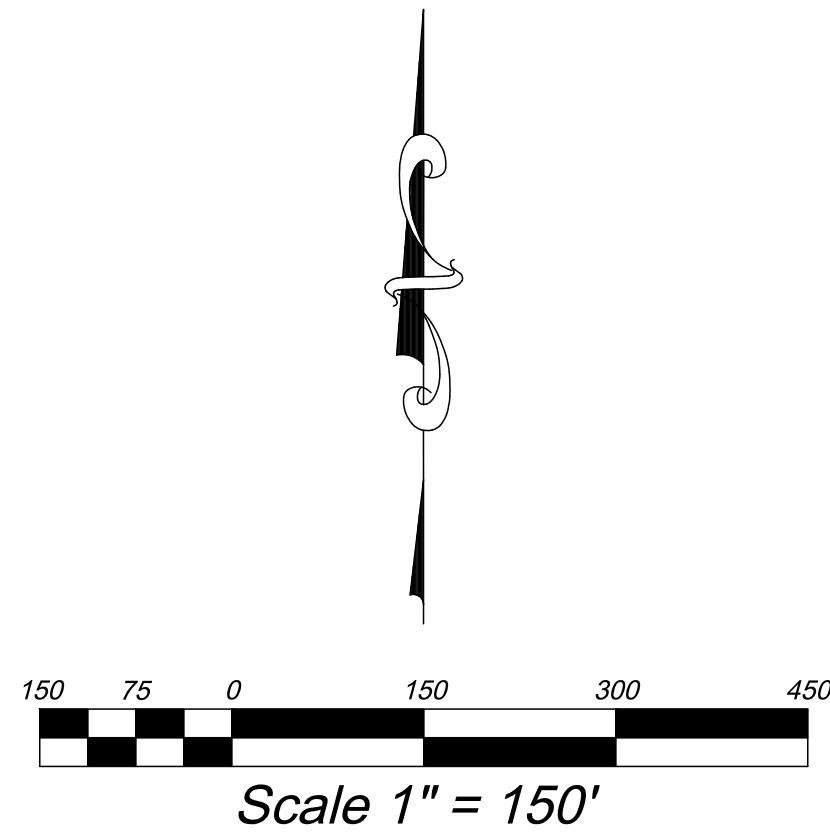
☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A



WATER MODELING NOTE:
WITH THE PRELIMINARY PLAN APPLICATION, A WATER MODEL WILL BE PREPARED TO SHOW SUFFICIENT FLOWS AND PRESSURES. THE WATER LINE IS TO BE LOOPED WITH A MINIMUM OF TWO POINTS OF CONNECTION.

UTILITY NOTE:
FIRE HYDRANTS, VALVES, ETC. WILL BE INCLUDED WITH PRELIMINARY PLAN.

STREET LIGHT NOTE:
STREET LIGHTS ARE REQUIRED EVERY 250'-350' ALTERNATING SIDES AND AT EVERY INTERSECTION AND CURVE. STREET LIGHTS WILL BE INCLUDED WITH THE PRELIMINARY PLAN.

REVISIONS		
Rev.	Date	Description
1	11/30/21	REVISED PER DRC REVIEW COMMENTS
2	02/04/22	REVISED PER CITY COUNCIL COMMENTS
3	03/25/22	REVISED PER DRC REVIEW COMMENTS

Developer/Property Owner: KURT OSTLER

Phone: 801-971-2596

EXCELS

ENGINEERING

David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelscivil.com

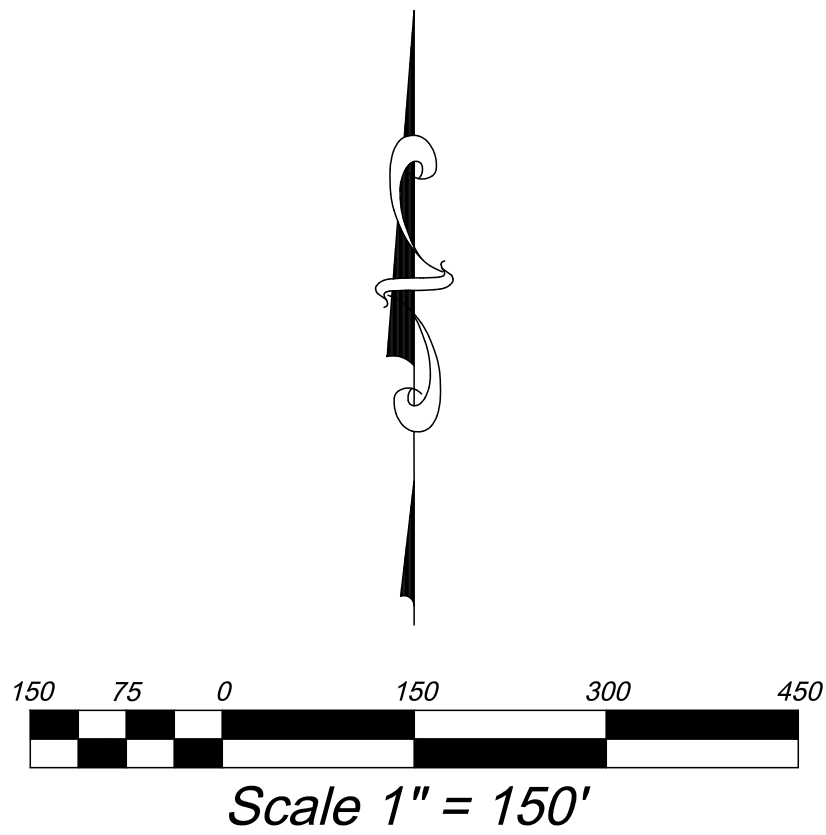
EAGLE QUEST

EAGLE MOUNTAIN

UTAH

CONCEPT UTILITY PLAN

Scale: 1"=150'
Date: 11/03/21
C2

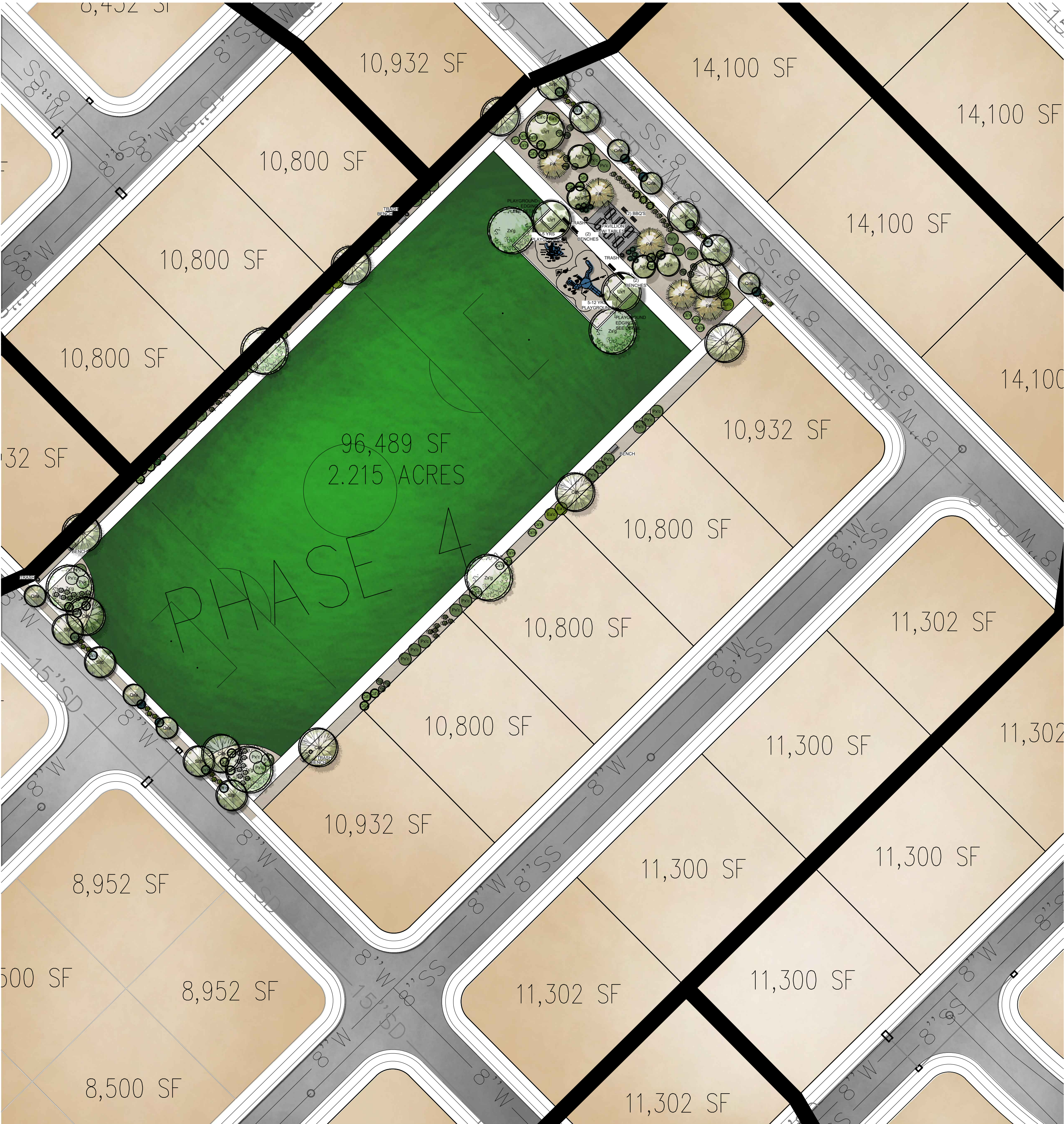


- EROSION CONTROL NOTES:
1. EACH PHASE OF CONSTRUCTION WILL ADHERE TO THE FOLLOWING EROSION CONTROL PRACTICES
 2. CONSTRUCT A SILT FENCE AROUND PERIMETER OF DOWNSTREAM PORTIONS OF EACH PHASE.
 3. INSTALL A CONSTRUCTION ENTRANCE FOR EACH PHASE.
 4. CONSTRUCT STORM DRAIN FACILITIES AND INSTALL INLET PROTECTION AFTER INSTALLATION.
 5. IMPLEMENT DUST CONTROL MEASURES FOR EACH PHASE.
 6. CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE.

REVISIONS		
Rev.	Date	Description
1	11/30/21	REVISED PER DRC REVIEW COMMENTS
2	02/04/22	REVISED PER CITY COUNCIL COMMENTS
3	03/25/22	REVISED PER DRC REVIEW COMMENTS

Developer/Property Owner: KURT OSTLER Phone: 801-971-2596		EAGLE QUEST	
EAGLE MOUNTAIN		UTAH	
Drawn by: D.W.P.	CONCEPT GRADING, DRAINAGE & EROSION PLAN	Scale: 1"=150'	
Designed by: D.W.P.		Date: 11/03/21	
Checked by: D.W.P.		C3	

David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com



LANDSCAPE PLAN SPECIFICATIONS

- PART I - GENERAL
- 1.1 SUMMARY
- A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:
1. Site Conditions
 2. Guarantees
 3. Maintenance
 4. Soil Amendments
 5. Fine Grading
 6. Landscape Edging
 7. Furnish and Installing Plant
 8. Turf Planting
 9. Weed Barrier
- 1.2 SITE CONDITIONS
- A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents are at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.
- B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.
- C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.
- 1.3 PERMITS
- A. Blue Stake / Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.
- 1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY
- A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unavailable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.
- 1.5 FINAL INSPECTION
- A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.
- 1.6 LANDSCAPE SUBSTANTIAL COMPLETION
- A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.
- 1.7 MAINTENANCE
- A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-grading and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.
- 1.8 GUARANTEE
- A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee

PART II - PRODUCTS

- 2.1 LANDSCAPE MATERIALS
- A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.
- B. Tree Wrap: Tree wrap is not to be used.
- C. Mulch/Rock: See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.
- D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.
- E. Tree, Shrub, and Grass Backfill Mixture: Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.
- F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:
- a. PH: 5.5-7.5
 - b. EC (electrical conductivity): < 2.0 mmhos per centimeter
 - c. SAR (sodium absorption ratio): < 3.0
 - d. % OM (percent organic matter): >1%
 - e. Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%; Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.
- G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial soil farm shall be used. Only use sod from a single source.
- H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:
- a. Washed mortar and sand of organic material.
 - b. Portland Cement (see concrete spec. below for type)
 - c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.
 - d. Only potable water for mixing.
- I. Landscape Metal Edging: 5.5" steel edging with 18" dowels into the ground for stabilization.

PART III - EXECUTION

- 3.1 GRADING
- A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.
- B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surface. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.
- C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.
- 3.2 TURF GRADING
- A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.
- B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.
- 3.3 PLANTING OPERATIONS
- A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.
- B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.
- C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.
- D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.
- E. Trees must be placed on undisturbed soil at the bottom of the planting hole.

- F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.
- G. Plant immediately after removal of container for container plants.
- H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.
- I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.
- J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a coarser mix as required to establish finish grade as indicated on the drawings.
- K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.
- L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.
4. TURF - SOD LAYING

- A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis. Include other amendments as required.
- B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of 1/2 pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.
- C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and installed within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blemishes. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as to completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or planned to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.
- D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.
- E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the areas until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.
- F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.
- G. Apply water directly after laying sod. Rainfall is not acceptable.
- H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner by the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.
- I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with strings or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc, until such time as the lawn is accepted by the Owner.
- J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.

WEED BARRIER

- A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.
- B. Cut weed barrier back to the edge of the plant rootball.
- C. Overlap rows of fabric min. 6"
- D. Stable fabric edges and overlaps to ground.

END OF SECTION

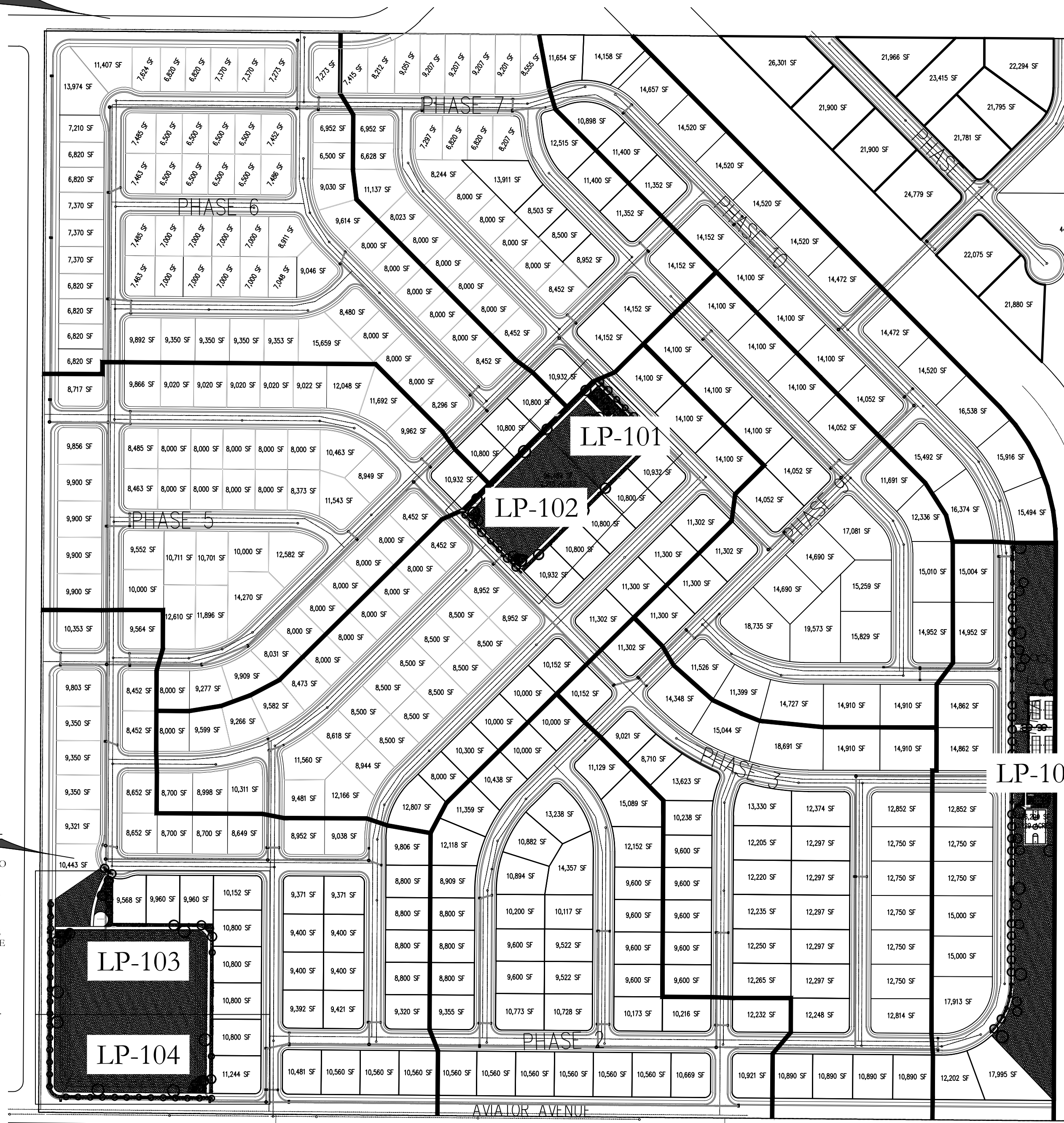
LANDSCAPE NOTES

INSTALLATION

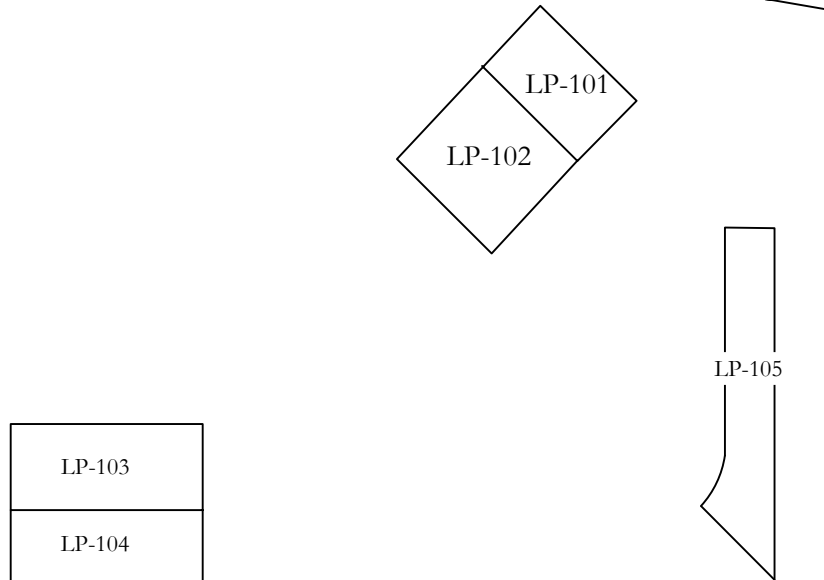
1. LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
2. DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
3. ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
4. SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.
5. SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF BEST LOAM TOPSOIL MIXED PRIOR TO SPREADING WITH 2.5" OF QUALITY COMPOST CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.
6. SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
7. EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6" TREE RING OF THE SAME EDGING.
8. IF REQUIRED BY CITY OR OWNER SPECIFIED, DeWitt 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.
9. ROCK MULCH (INORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.
10. A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% PERMEABLE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.
11. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.

INSTALLER RESPONSIBILITIES AND LIABILITIES

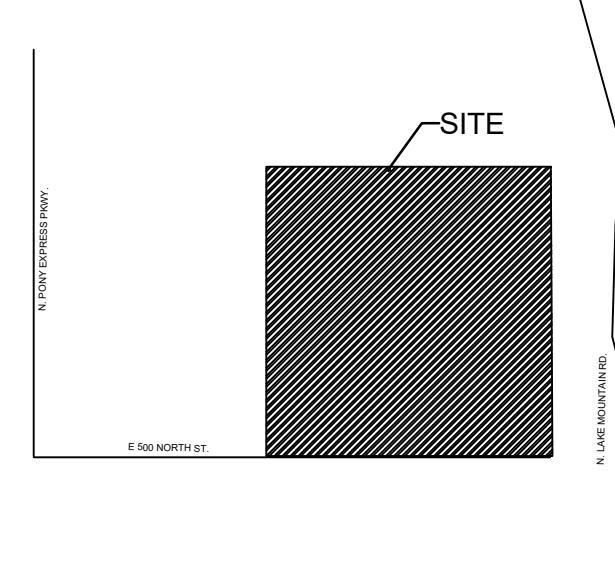
1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
 2. LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.
- GRADING AND DRAINAGE REQUIREMENTS
1. AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
 2. AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
 3. A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
 4. LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
 5. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE.
 6. DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL, WHICHEVER DISTANCE IS GREATER



SHEET INDEX



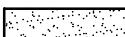
VICINITY MAP



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
Ag'a	Ag'a	4	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
Cc'i	Cc'i	12	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2" Cal
GB'P	GB'P	20	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2" Cal
Ma'm	Ma'm	18	Maackia amurensis 'JFS-Schietell' TM MacNificent Maackia	B & B	2" Cal
MT'S	MT'S	19	Malus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2" Cal
Qr'a	Qr'a	25	Quercus robur x alba 'JFS-KW1QX' TM Street Spike Oak	B & B	2" Cal
Sr'b	Sr'b	32	Syringa reticulata 'Bailonee' Snowdance Tree Lilac	B & B	2" Cal
Ux'f	Ux'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2" Cal
Zs'g	Zs'g	21	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2" Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
JCS	JCS	29	Juniperus chinensis 'Spartan' Spartan Juniper	6' MIN.	
PA	PA	13	Picea abies Norway Spruce	6' MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
Cs'm	Cs'm	58	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal	
Ea'c	Ea'c	17	Euonymus alatus 'Compactus' Compound Burning Bush	5 gal	
P'gf	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
Px'c	Px'c	52	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
Rt'a	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
Cd'c	Cd'c	30	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal	
Js'd	Js'd	83	Juniperus sabina 'Monard' TM Moor-dense Juniper	5 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
Ca'k	Ca'k	272	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal	
MML	MML	65	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	1.LANDSCAPE DESCRIPTION	QTY
 1-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR" KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM" PERENNIAL RYEGRASS, 13% "ACCENT" PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	339,273 sf

ISSUE DATE

3/29/2022

PROJECT NUMBER

UT21139

PLAN INFORMATION

NO. REVISION DATE

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PROJECT INFORMATION

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

GRAPHIC SCALE: 1" = 200'

DEVELOPER / PROPERTY OWNER / CLIENT

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

LANDSCAPE ARCHITECT / PLANNER

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LICENSE STAMP

DESIGN GROUP
Landscape Architecture • Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

DRAWING INFO

PM: JTA
DRAWN: ACP
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PLOT DATE: 3/29/2022

EAGLE QUEST
EAGLE MOUNTAIN, UTAH

PRELIMINARY PLANS NOT
FOR CONSTRUCTION

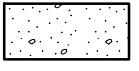
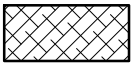
LP-100



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
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MT'S	MT'S	19	Malus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2" Cal
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SITE MATERIALS LEGEND

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811

BLUE STAKES OF UTAH

UTILITY NOTIFICATION CENTER, INC.

1-800-662-4111

www.bluestakes.org

GRAPHIC SCALE: 1" = 100'

0' 50' 100' 200' 400'

EAGLE QUEST

EAGLE MOUNTAIN, UTAH

EXCE ENGINEERING

DAVID W. PETERSON, P.E.

12 West 100 North, SUITE # 201

AMERICAN FORK, UTAH 84003 (801) 756-4504

KURT OSTLER

801-971-2596

KURTOSTLER@YAHOO.COM

LANDSCAPE ARCHITECT / PLANNER

LANDSCAPE PLAN OVERALL

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-O

LANDSCAPE ARCHITECT / PLANNER

LANDSCAPE ARCHITECT

ANGSWORTH

8/28/21-5301

03/28/2022

STATE OF UTAH

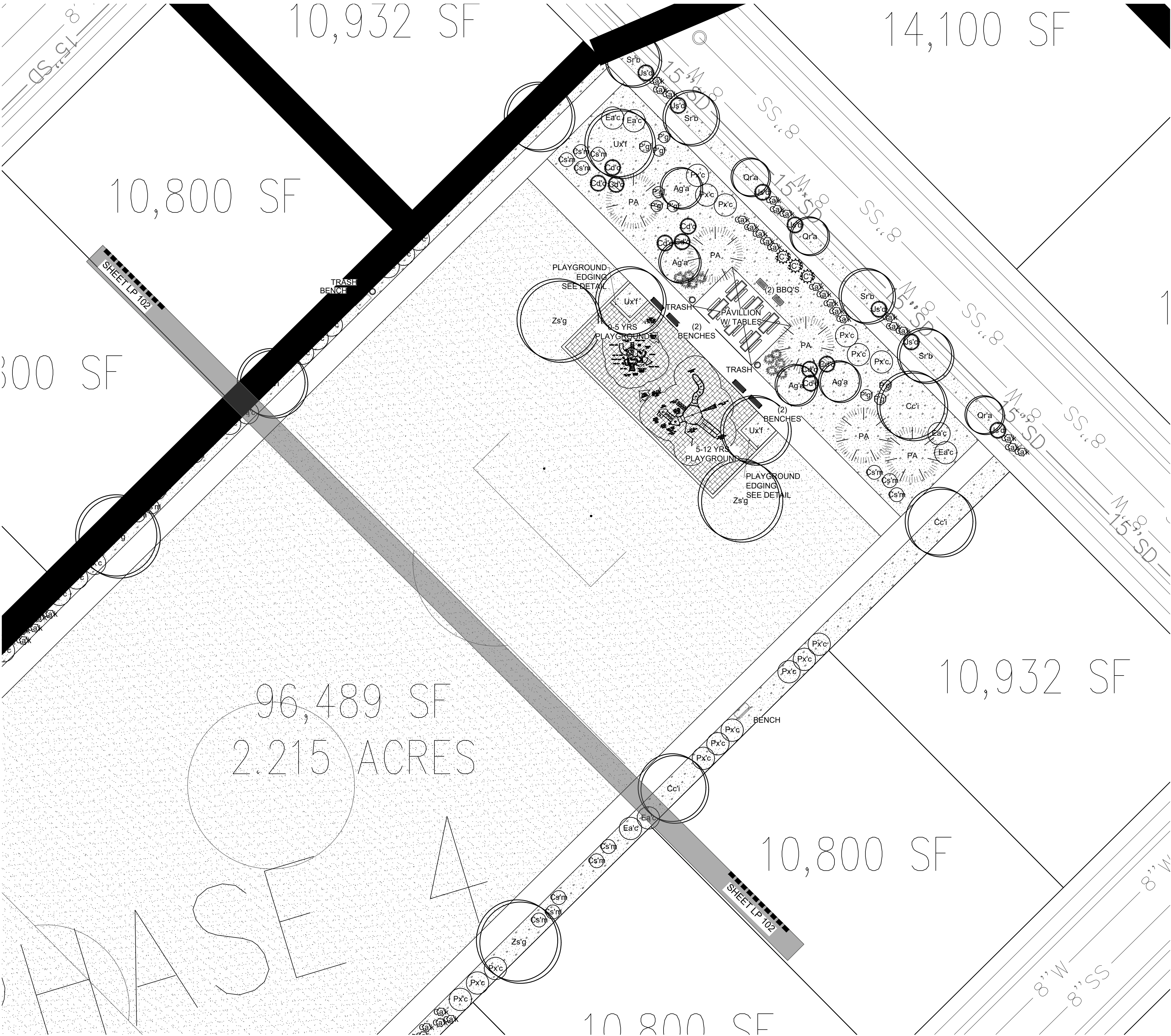
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PM: JTA

DRAWN: ACP

CHECKED: JMA

PLOT DATE: 3/29/2022



PLANT LEGEND

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SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
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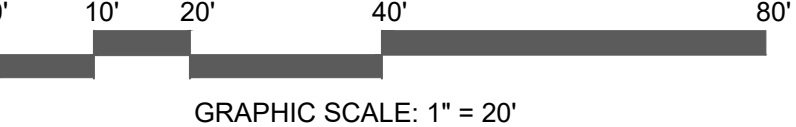
BLUE STAKES OF UTAH

UTILITY NOTIFICATION CENTER, INC.

1-800-662-4111

www.bluestakes.org





EAGLE QUEST

EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

LANDSCAPE ARCHITECT / PLANNER

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LANDSCAPE ARCHITECT / PLANNER



DESIGN GROUP
Landscape Architecture • Planning & Visualization
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LEHI, UTAH 84043 (801) 960-2698
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LICENSE STAMP



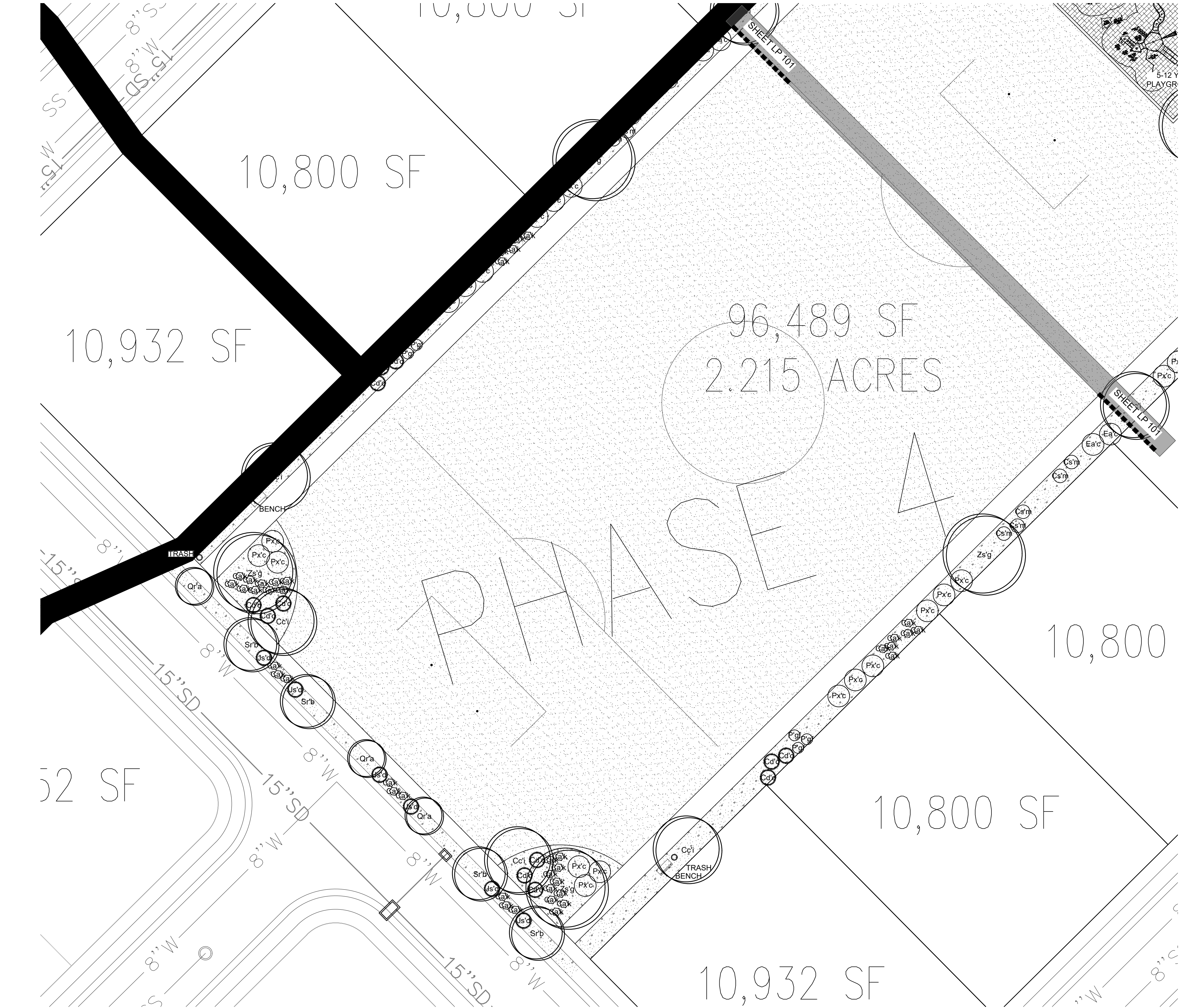
DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 3/29/2022

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-101



PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
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SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
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0' 10' 20' 40' 80'

GRAPHIC SCALE: 1" = 20'

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LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-102

ISSUE DATE PROJECT NUMBER PLAN INFORMATION PROJECT INFORMATION DEVELOPER / PROPERTY OWNER / CLIENT LANDSCAPE ARCHITECT / PLANNER LICENSE STAMP DRAWING INFO

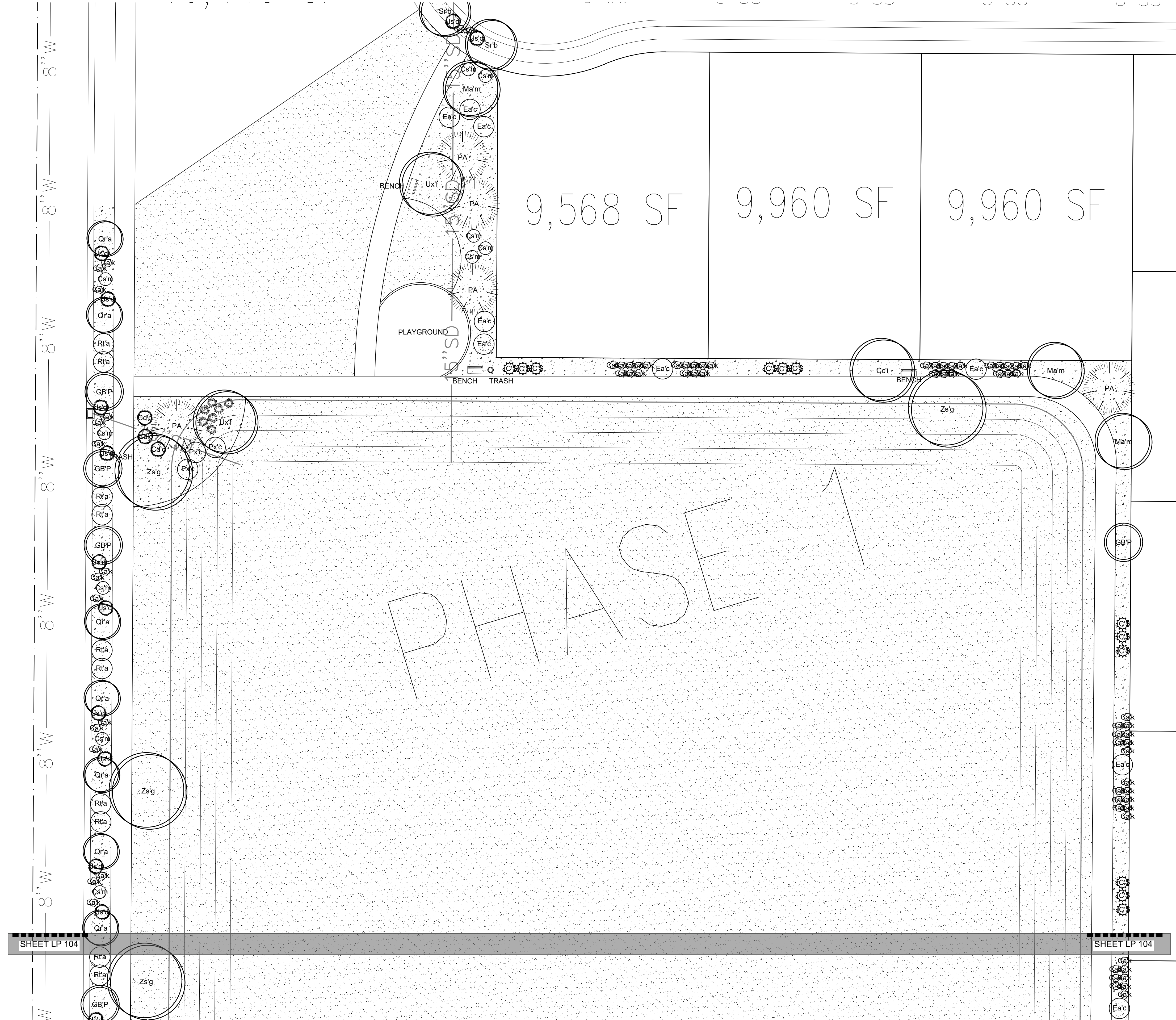
3/29/2022 UT21139 KURT OSTLER 801-971-2596 KURTOSTLER@YAHOO.COM DAVID W. PETERSON, P.E. 12 West 100 North, SUITE # 201 AMERICAN FORK, UTAH 84003 (801) 756-4504

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DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	Ag'a	4	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
	Cc'i	12	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
	GB'P	20	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2"Cal
	Ma'm	18	Maackia amurensis 'JFS-Schietell' TM MacNificent Maackia	B & B	2"Cal
	MTS	19	Malus x 'JFS-KW214MX' TM Ivory Spear Crabapple	B & B	2"Cal
	Qr'a	25	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2"Cal
	Sr'b	32	Syringa reticulata 'Bailnee' Snowdancer Tree Lilac	B & B	2"Cal
	Ux'f	6	Ulmus x 'Frontier' Frontier Elm	B & B	2"Cal
	Zs'g	21	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	JCS	29	Juniperus chinensis 'Spartan' Spartan Juniper	6' MIN.	
	PA	13	Picea abies Norway Spruce	6' MIN.	
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cs'm	58	Cytisus scoparius 'Moonlight' Moonlight Broom	5 gal	
	Ea'c	17	Euonymus alatus 'Compactus' Compact Burning Bush	5 gal	
	P'gf	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
	Px'c	52	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
	Rt'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Cd'c	30	Cotoneaster dammeri 'Coral Beauty' Coral Beauty Cotoneaster	5 gal	
	Js'd	83	Juniperus sabina 'Monard' TM Moist-dense Juniper	5 gal	
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
	Ca'k	272	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal	
	MML	65	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1 LANDSCAPE DESCRIPTION SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	339,273 sf
	1.5" OQUIRRH GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	48,119 sf
	LANDSCAPE DESCRIPTION PLAYGROUND SURFACE. SOF-FALL ENGINEERED WOOD.	82.95 cy

ISSUE DATE
3/29/2022

PROJECT NUMBER
UT21139

PLAN INFORMATION
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION
EAGLE QUEST
EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT
KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

LANDSCAPE ARCHITECT / PLANNER
DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

LICENSE STAMP
DESIGNED LANDSCAPE ARCHITECT
KURT OSTLER
801-971-2596
3/29/2022
STATE OF UTAH

DRAWING INFO
PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 3/29/2022

NO. REVISION DATE
1 XXXX XX-XX-XX
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GRAPHIC SCALE: 1" = 20'
0' 10' 20' 40' 80'

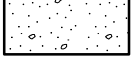
PKJ DESIGN GROUP
Landscape Architecture Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

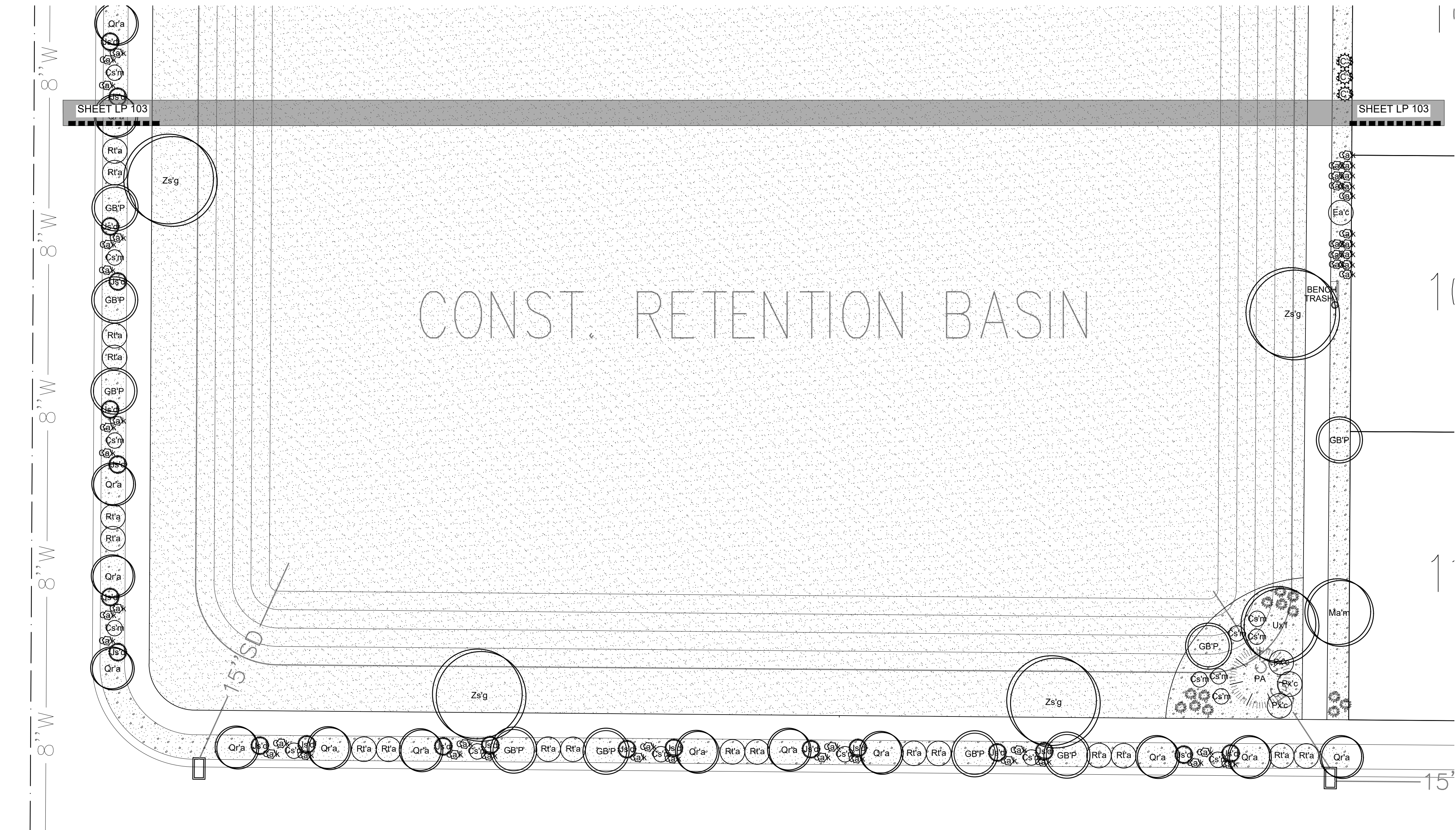
LANDSCAPE PLAN
PRELIMINARY PLANS NOT FOR CONSTRUCTION
LP-103

PLANT LEGEND

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	Ag'a	4	Amelanchier x grandiflora 'Autumn Brilliance' 'Autumn Brilliance' Serviceberry	B & B	Multi-trunked
	Ce't	12	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2"Cal
	GB'P	20	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2"Cal
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	Qr'a	25	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak	B & B	2"Cal
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	Zs'g	21	Zelkova serrata 'Green Vase' Green Vase Zelkova	B & B	2"Cal
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
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	PA	13	Picea albes Norway Spruce	6' MIN.	
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	Pg'f	15	Potentilla fruticosa 'Goldfinger' Goldfinger Potentilla	5 gal	
	Px'c	52	Prunus x cistena Purple Leaf Sand Cherry	5 gal	
	Rf'a	26	Rhus trilobata 'Autumn Amber' Autumn Amber Sumac	5 gal	
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	
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	MML	65	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	2 gal	

SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
 L-01	SODDED LAWN AREA LAWN AREAS SHALL BE SOD. NEW TURF AREAS TO BE SODDED WITH 18% "BLUESTAR KENTUCKY BLUEGRASS, 19% "MARQUIS" KENTUCKY BLUEGRASS, 17% "NEWPORT" KENTUCKY BLUEGRASS, 17% "TOUCHDOWN" KENTUCKY BLUEGRASS, 16% "APM PERENNIAL RYEGRASS, 13% "ACCENT PERENNIAL RYEGRASS OR APPROVED EQUAL AT A RATE OF 220 LBS. PER ACRE. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR-DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4") DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH, NO SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.	339,273 sf
 L-05	1.5" OQUIRRI GRAVEL OR APPROVED EQUAL. PLANTING AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF STONE MULCH TOP DRESSING.	48,119 sf
SYMBOL	LANDSCAPE DESCRIPTION	QTY
 L-10	PLAYGROUND SURFACE. SOF-FALL ENGINEERED WOOD.	82,95 cy



ISSUE DATE

3/29/2022

PROJECT NUMBER

UT21139

PLAN INFORMATION

811

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

PROJECT INFORMATION

EAGLE QUEST

EAGLE MOUNTAIN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

KURT OSTLER

801-971-2596

KURTOSTLER@YAHOO.COM

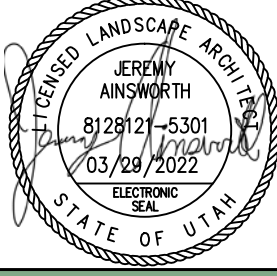
LANDSCAPE ARCHITECT / PLANNER

DAVID W. PETERSON, P.E.

12 West 100 North, SUITE # 201

AMERICAN FORK, UTAH 84003 (801) 756-4504

LICENSE STAMP



DRAWING INFO

PM: JTA

DRAWN: ACP

CHECKED: JMA

PLOT DATE: 3/29/2022

LANDSCAPE PLAN

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-104

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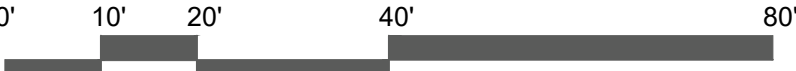
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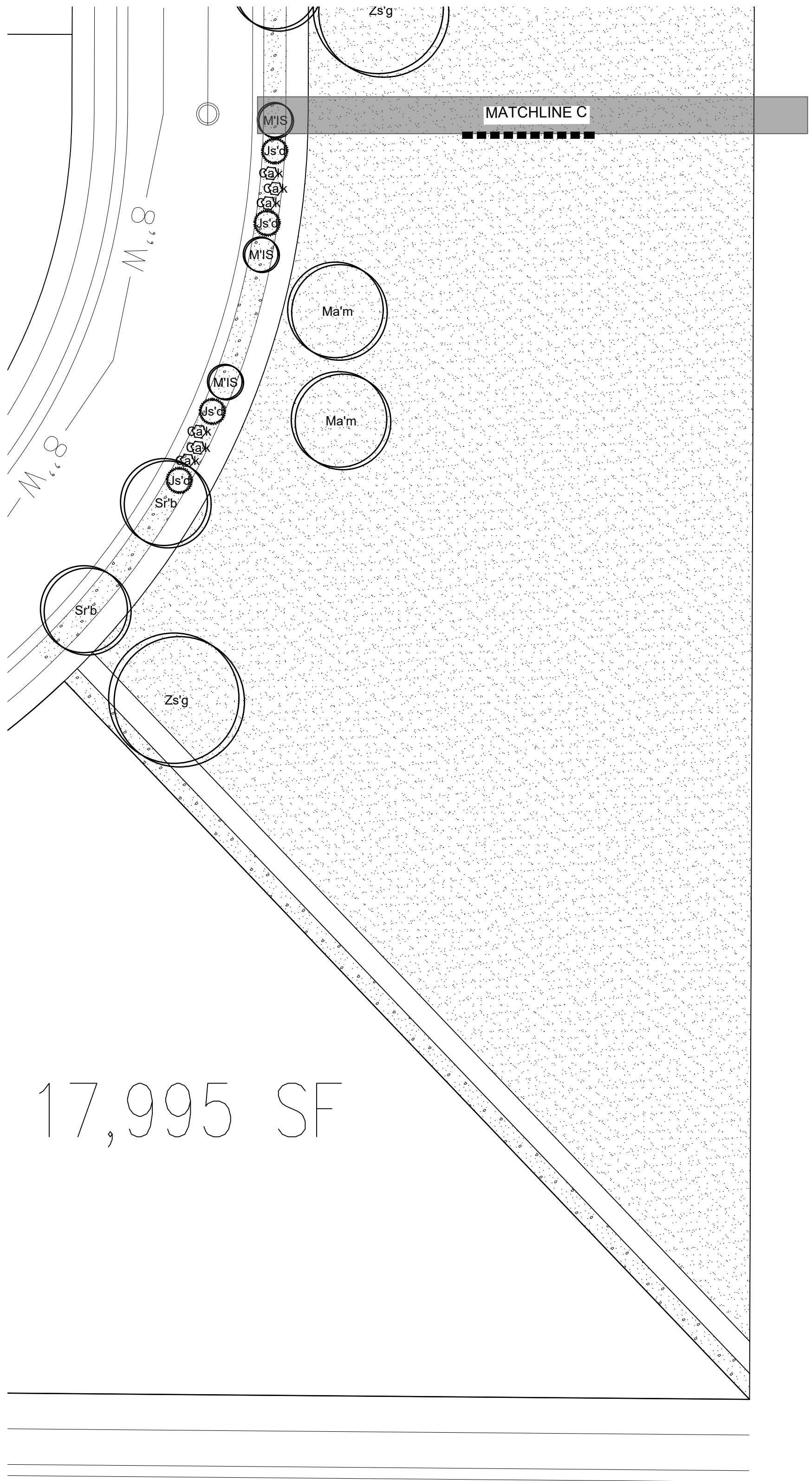
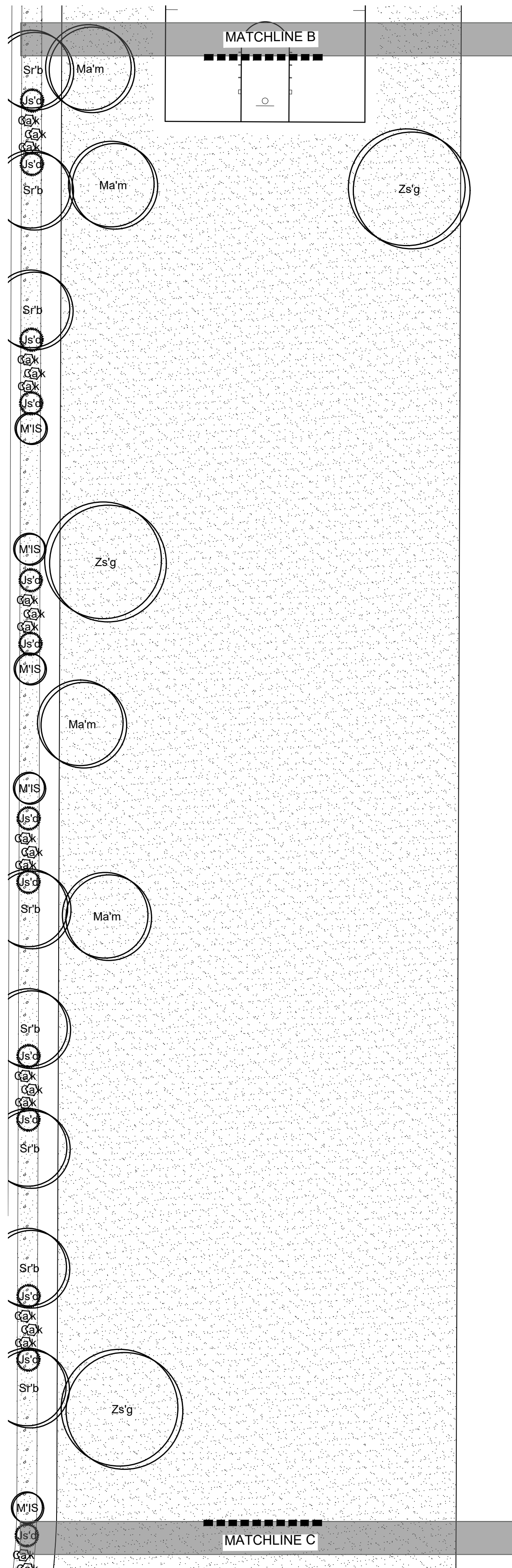
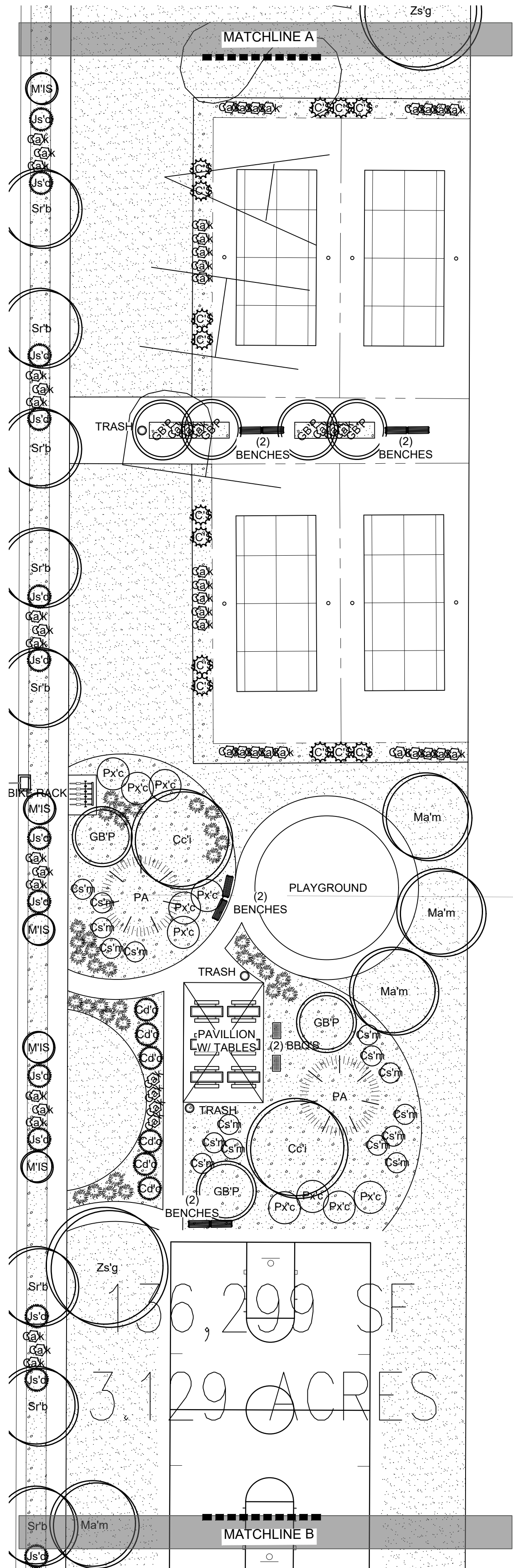
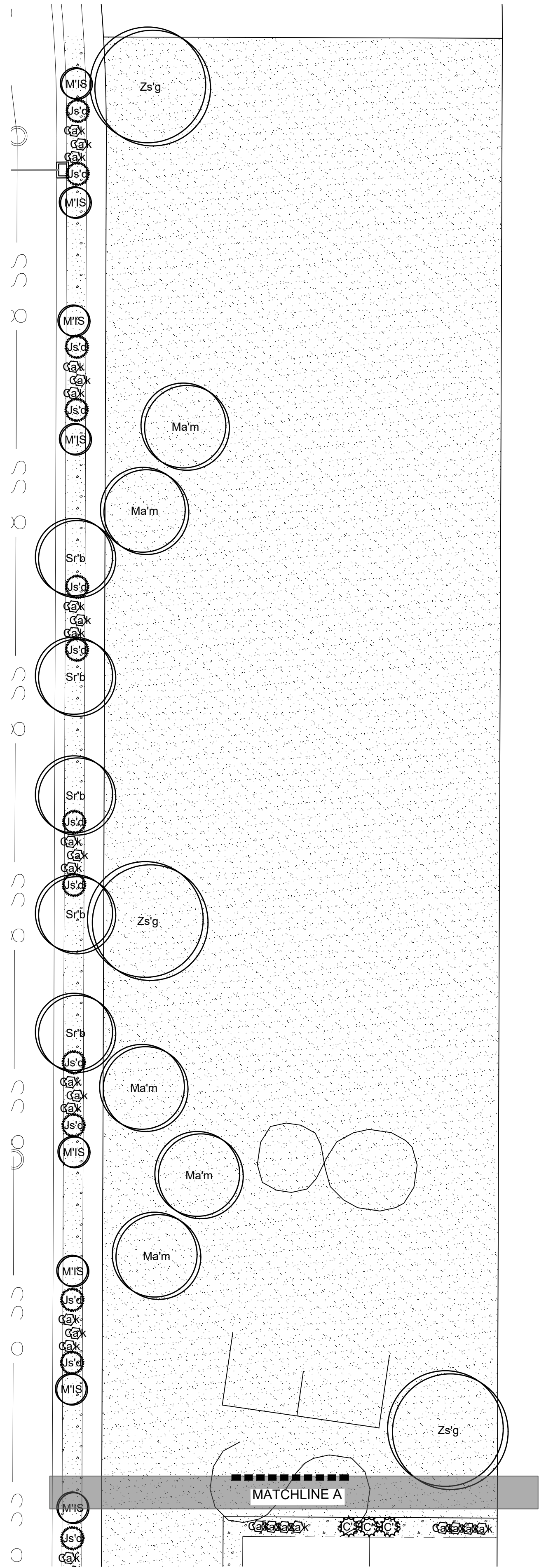
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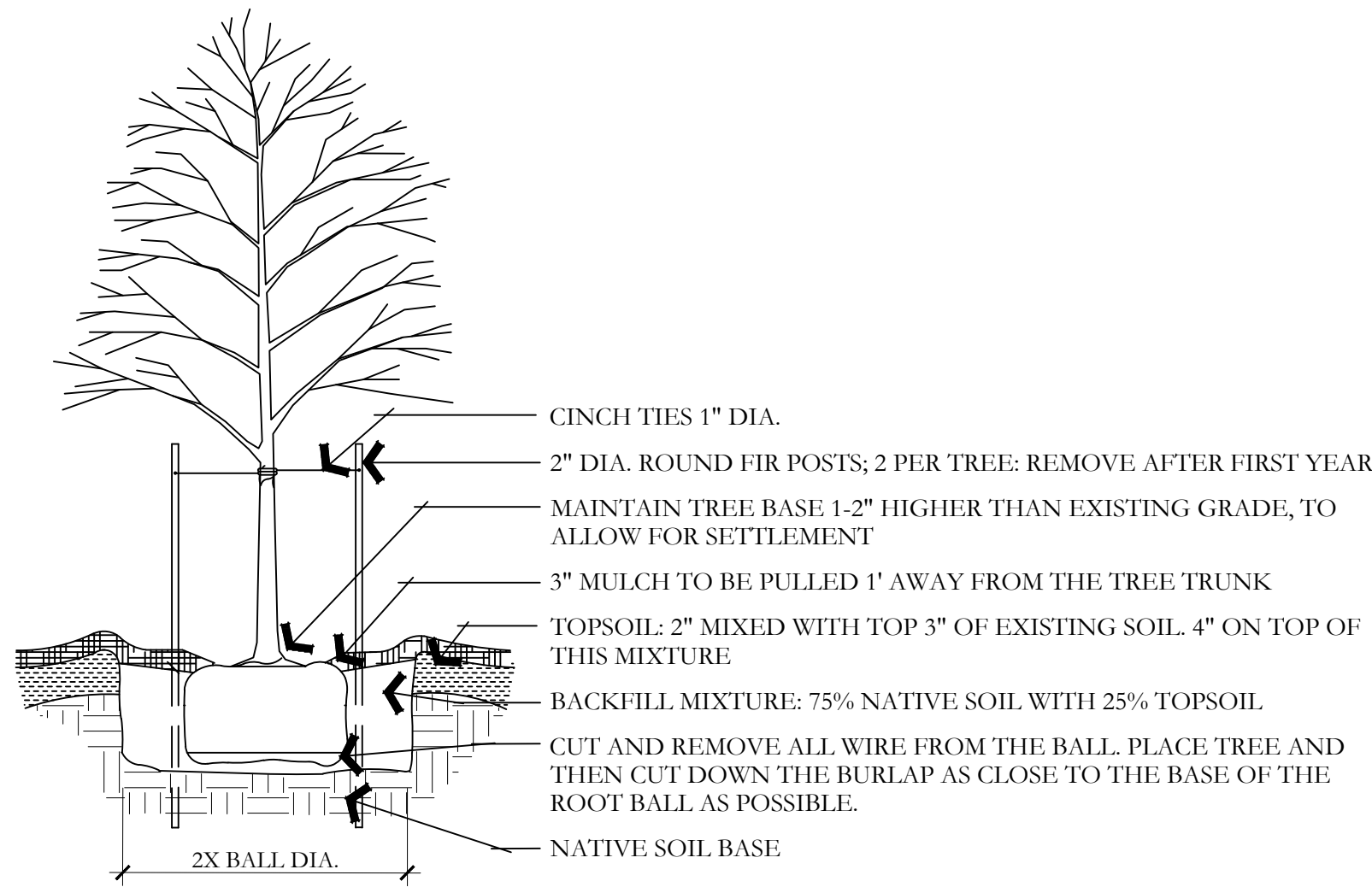
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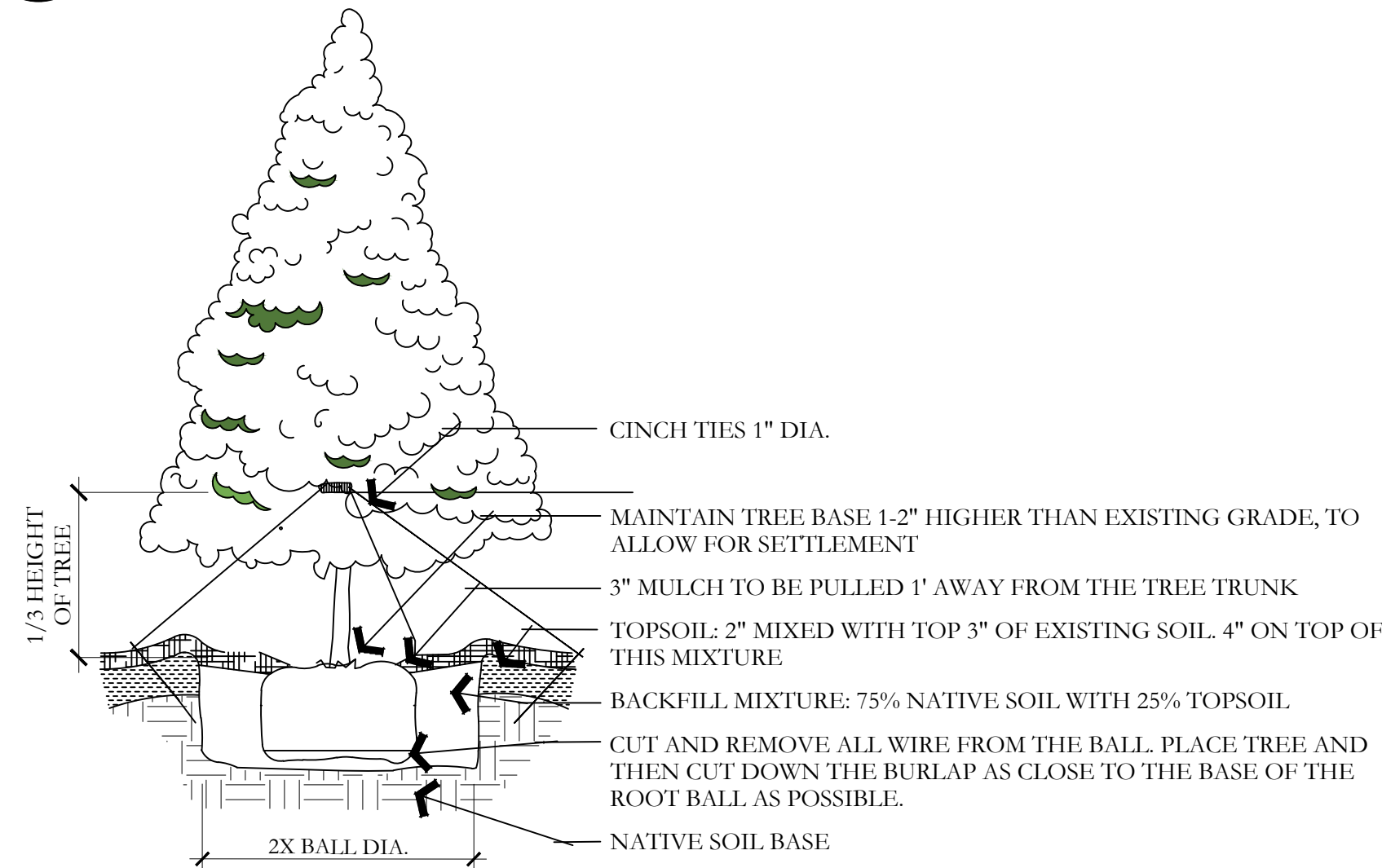
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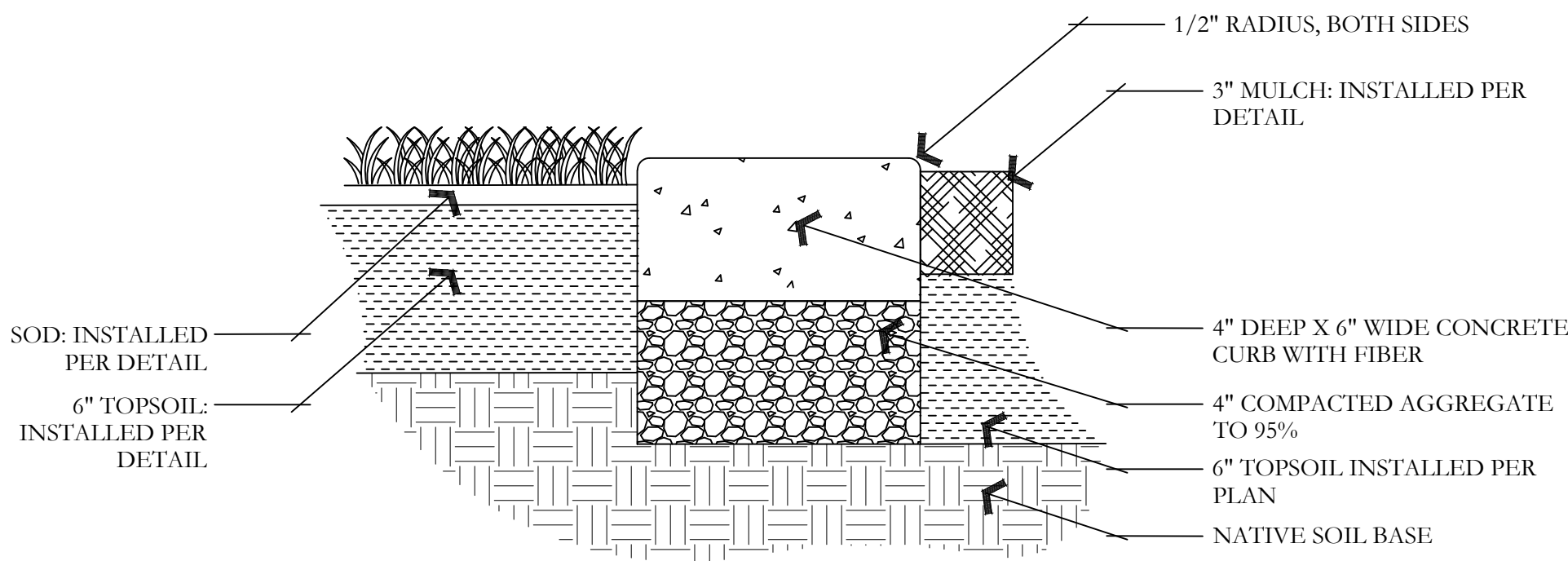




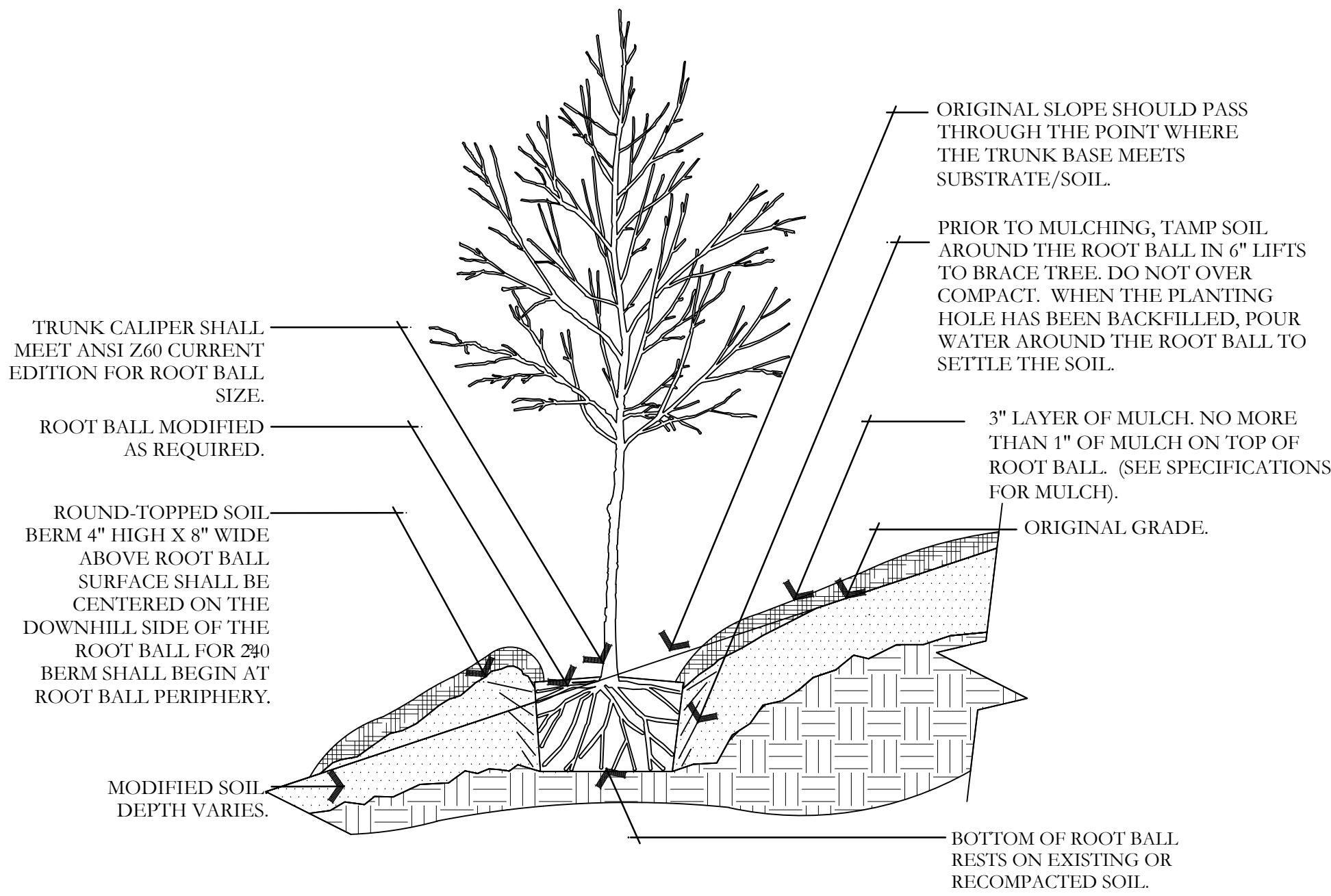
A DECIDUOUS TREE PLANTING
NOT TO SCALE



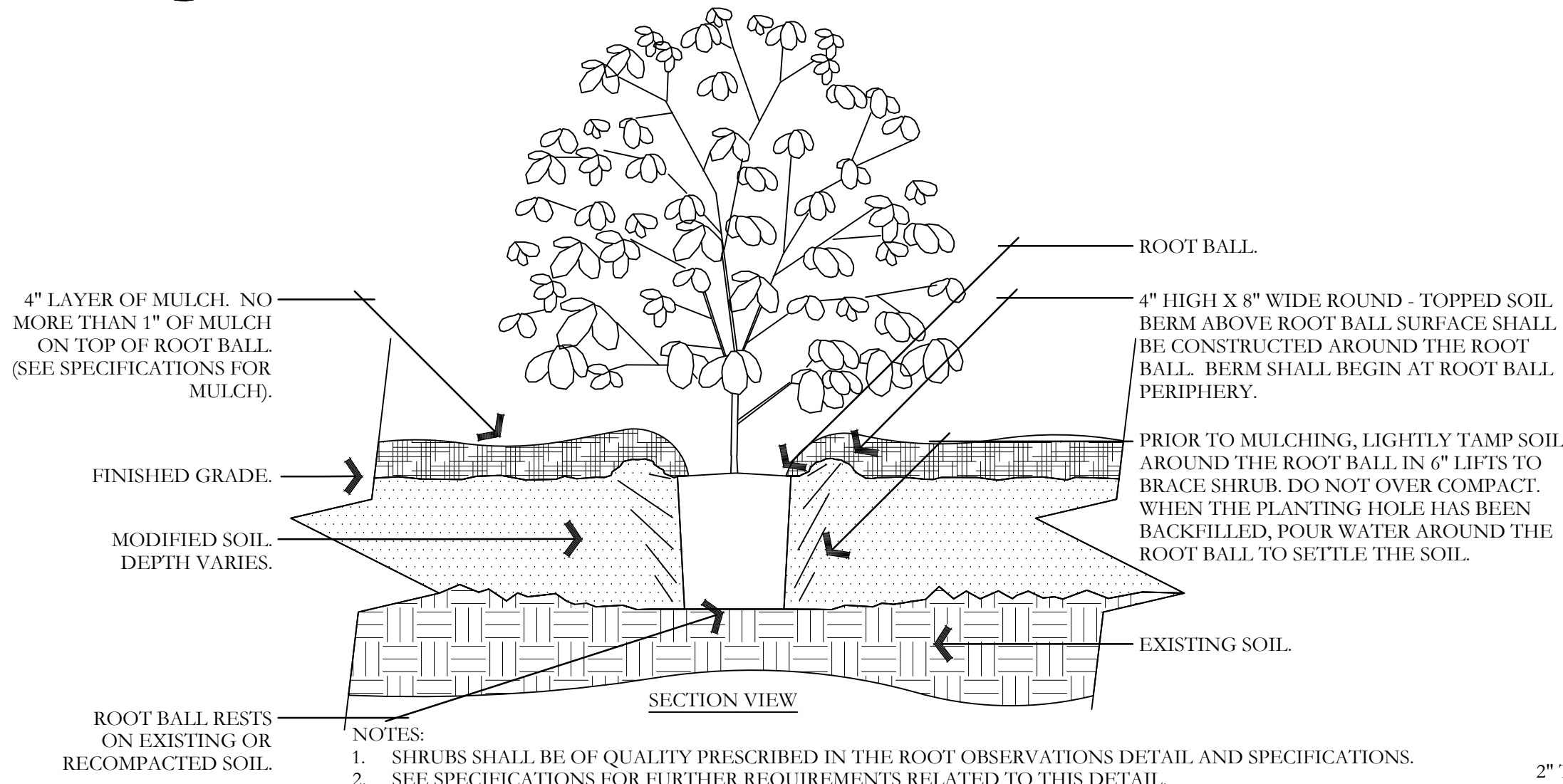
D EVERGREEN TREE PLANTING
NOT TO SCALE



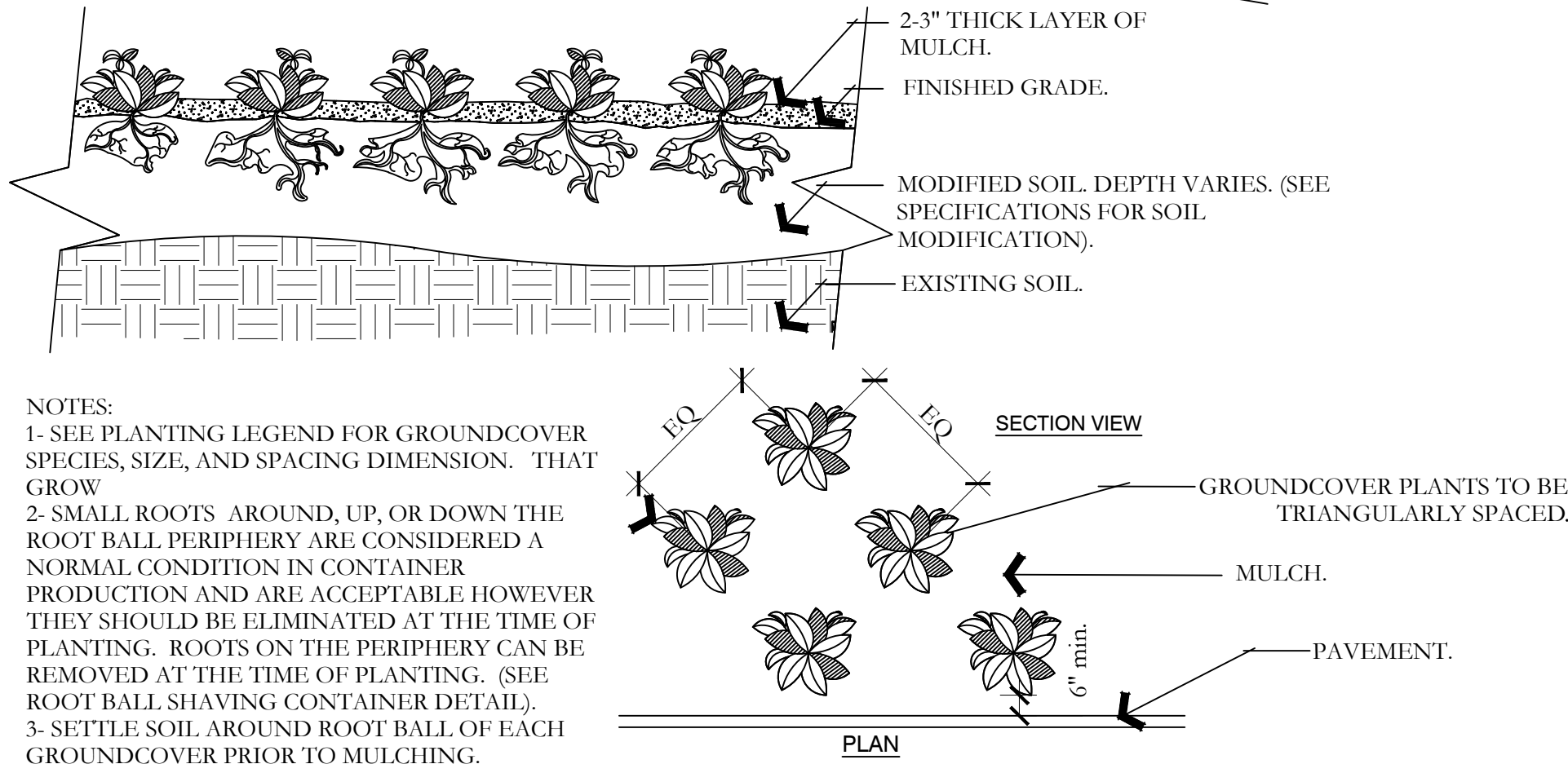
G CONCRETE MOWCURB
NOT TO SCALE



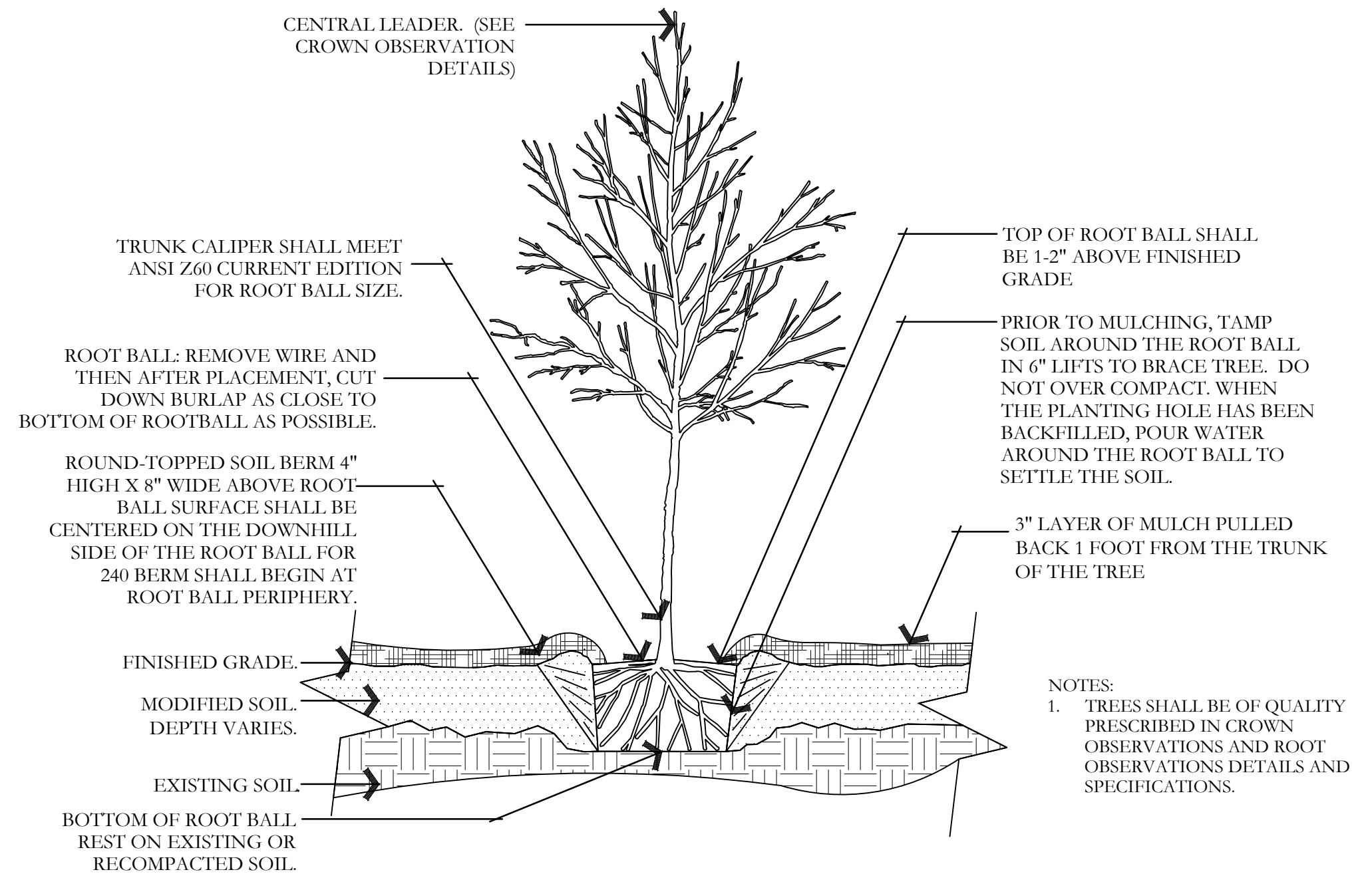
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE



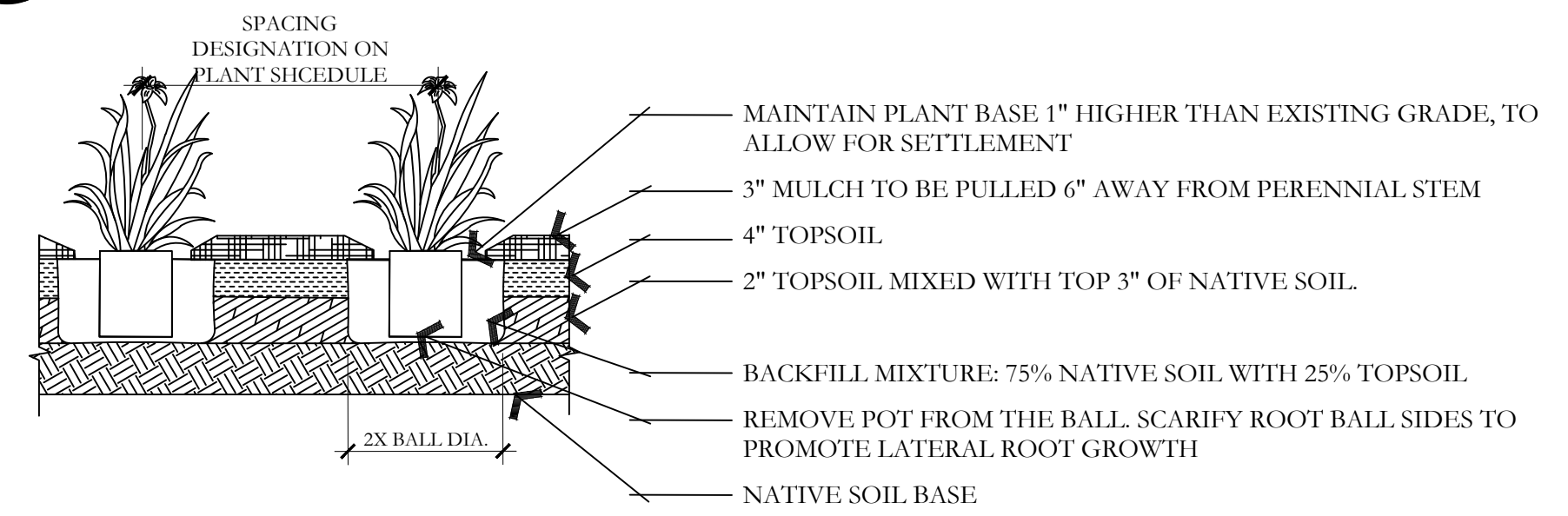
E SHRUB - MODIFIED SOIL
NOT TO SCALE



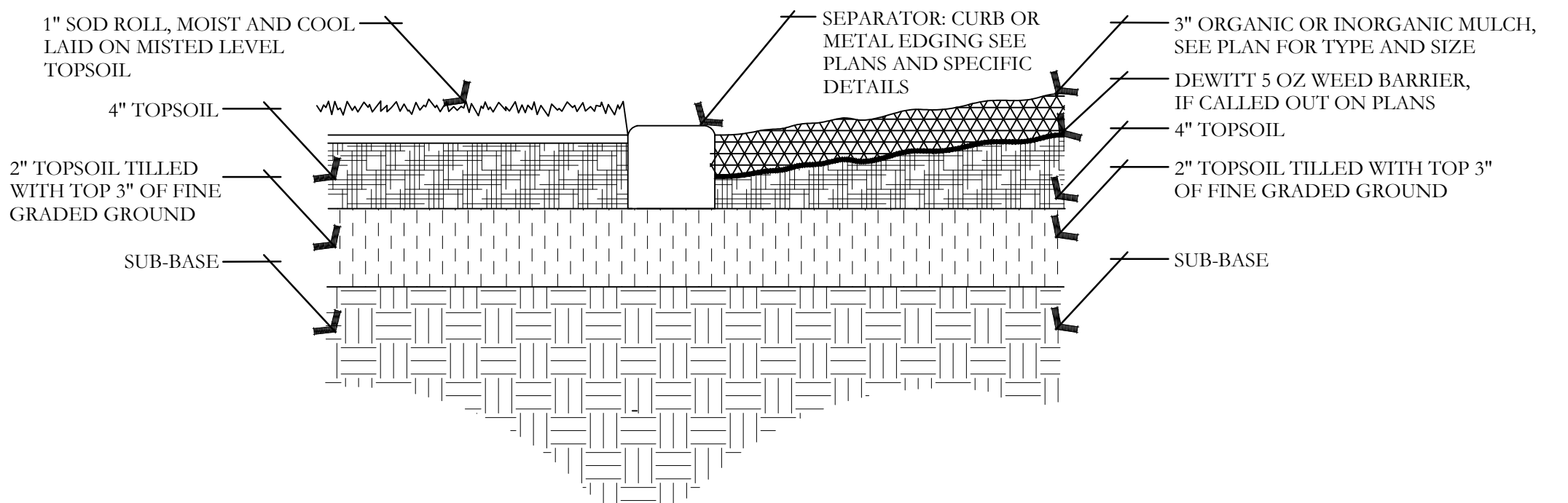
H PERENNIAL/GROUNDCOVER PLANTING
NOT TO SCALE



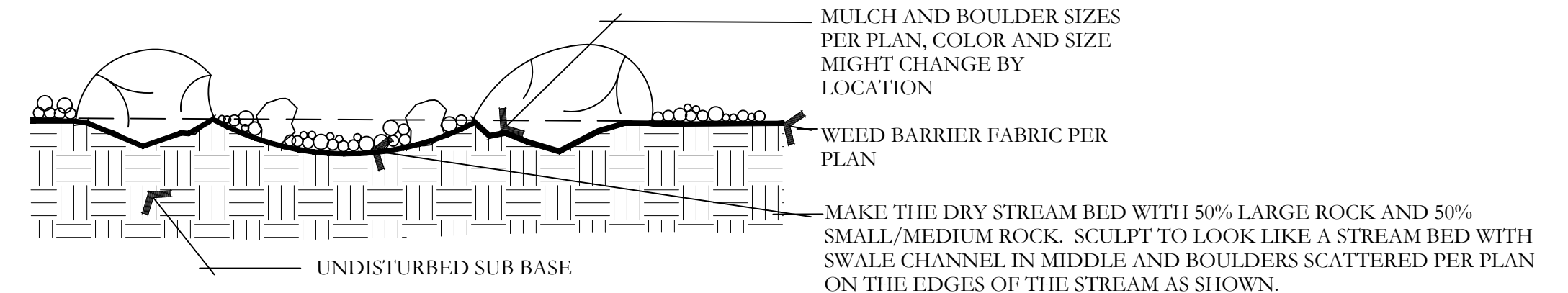
C TREE W/ BERM (EXISTING SOIL MODIFIED)
NOT TO SCALE



F PERENNIAL PLANTING
NOT TO SCALE



I SOD LAYING/MULCH DETAIL
NOT TO SCALE



J BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
3/29/2022	UT21139						PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 3/29/2022
NO.	REVISION	DATE					
1	XXXX	XX-XX-XX					
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811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

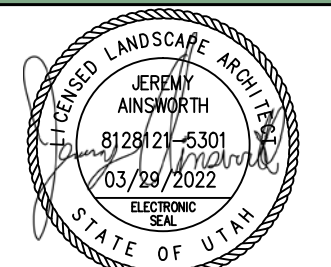
EAGLE QUEST EAGLE MOUNTAIN, UTAH

KURT OSTLER
801-971-2596
KURTOSTLER@YAHOO.COM

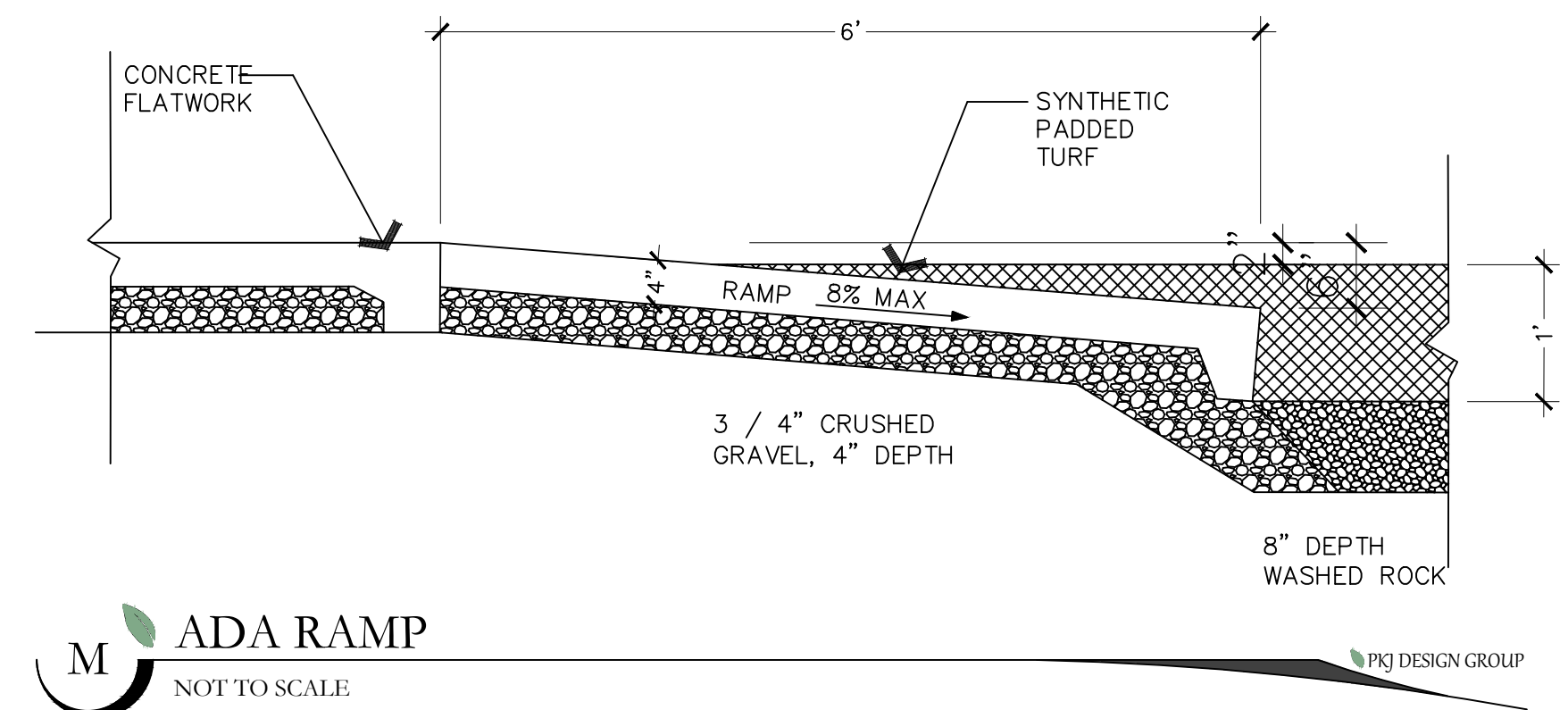
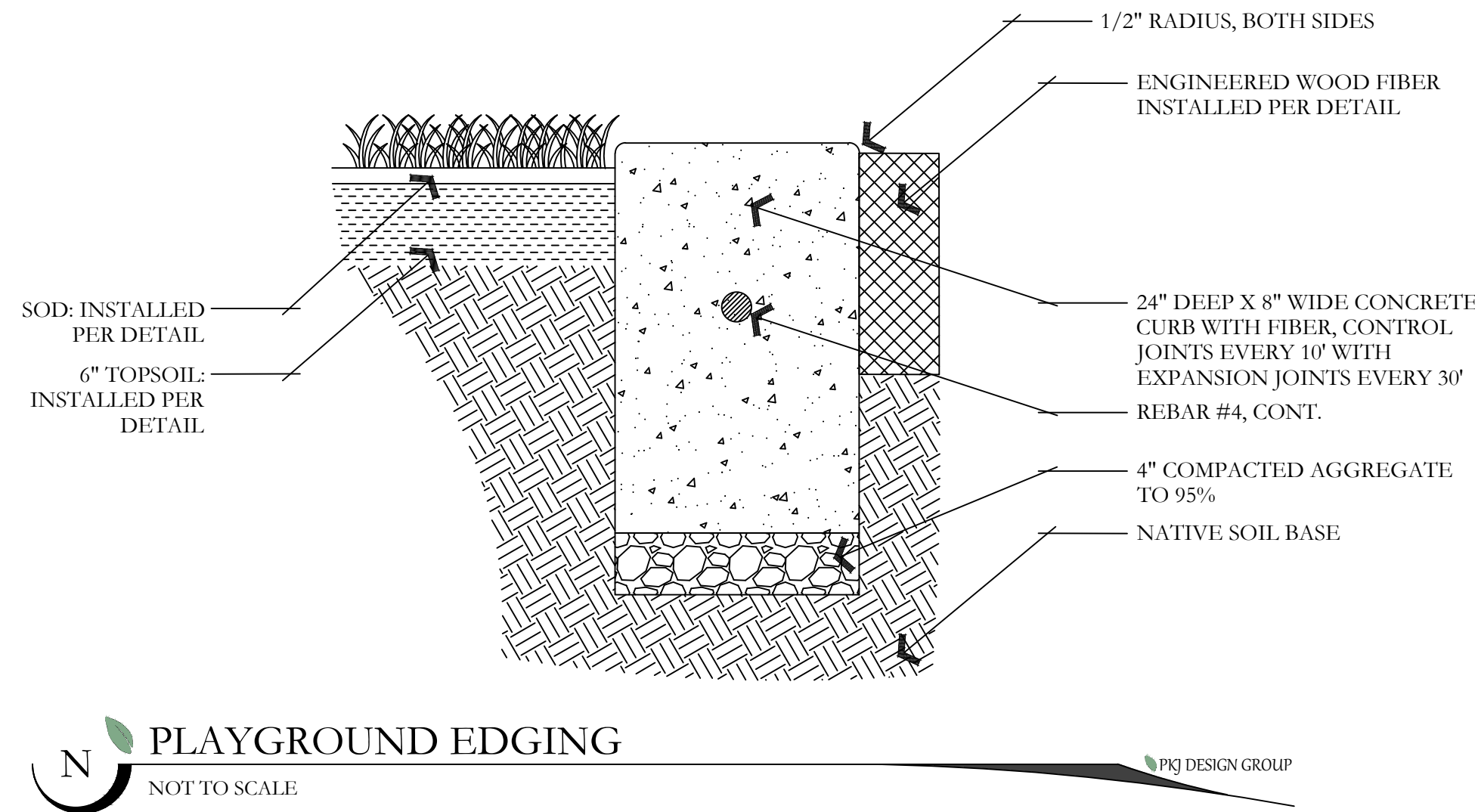
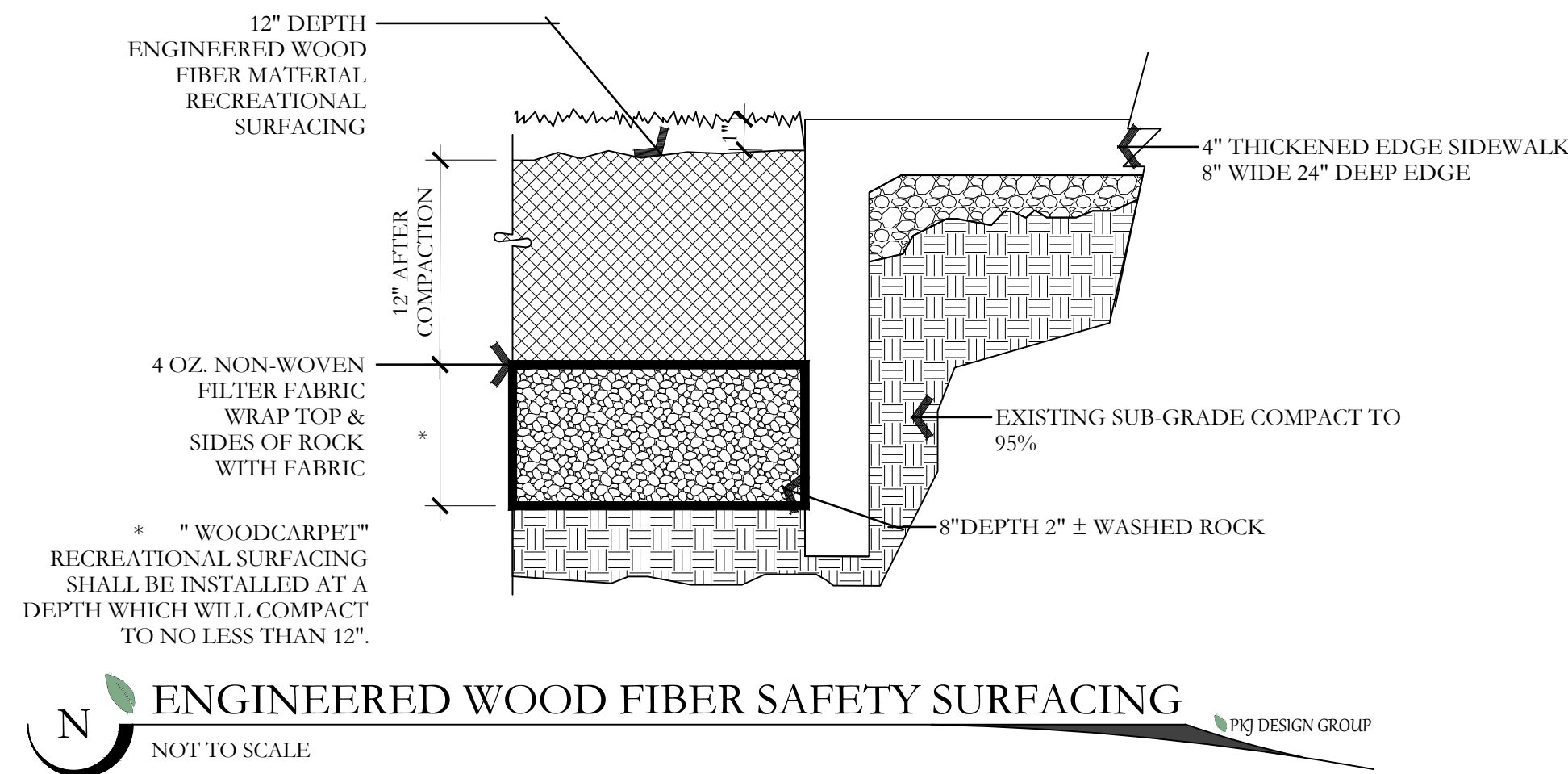
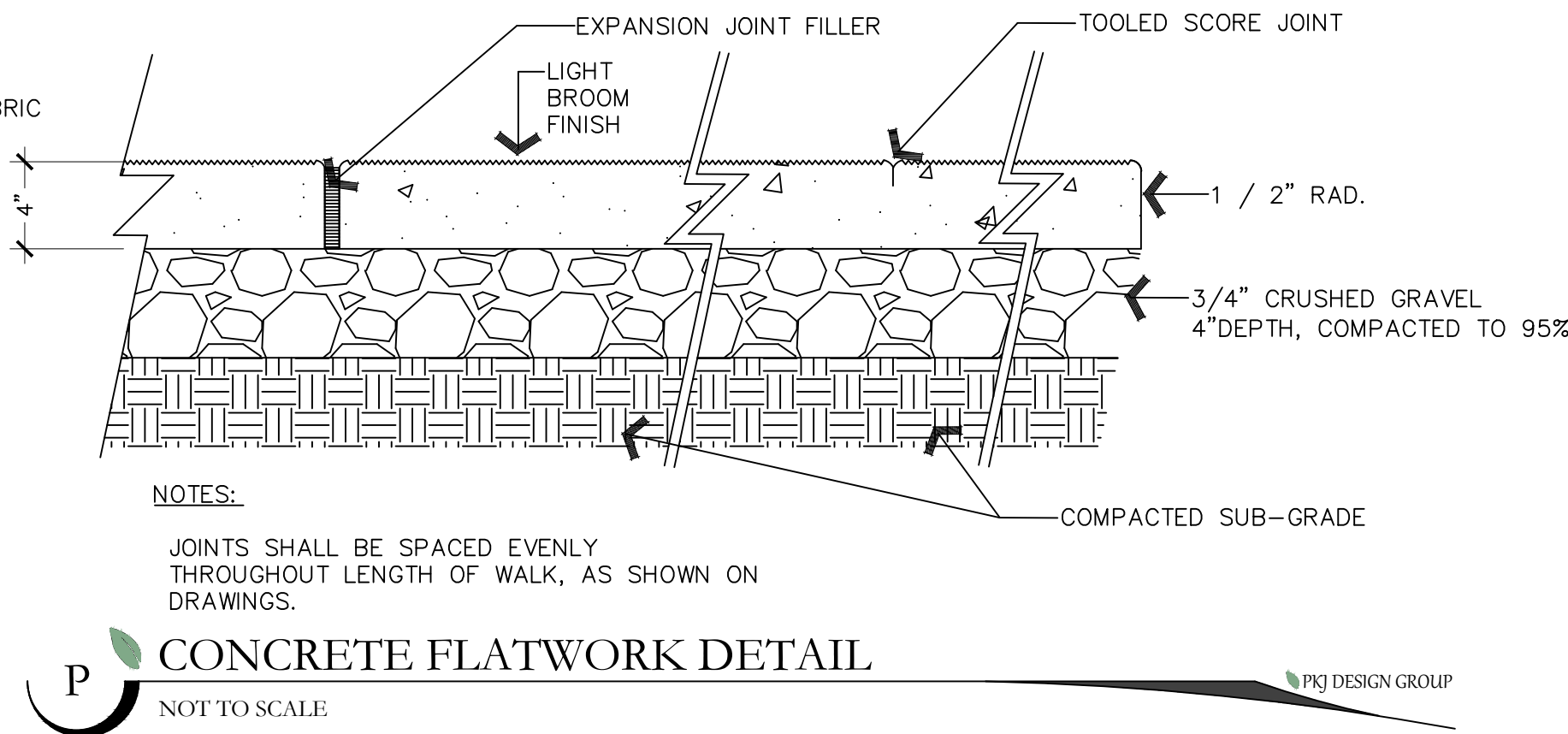
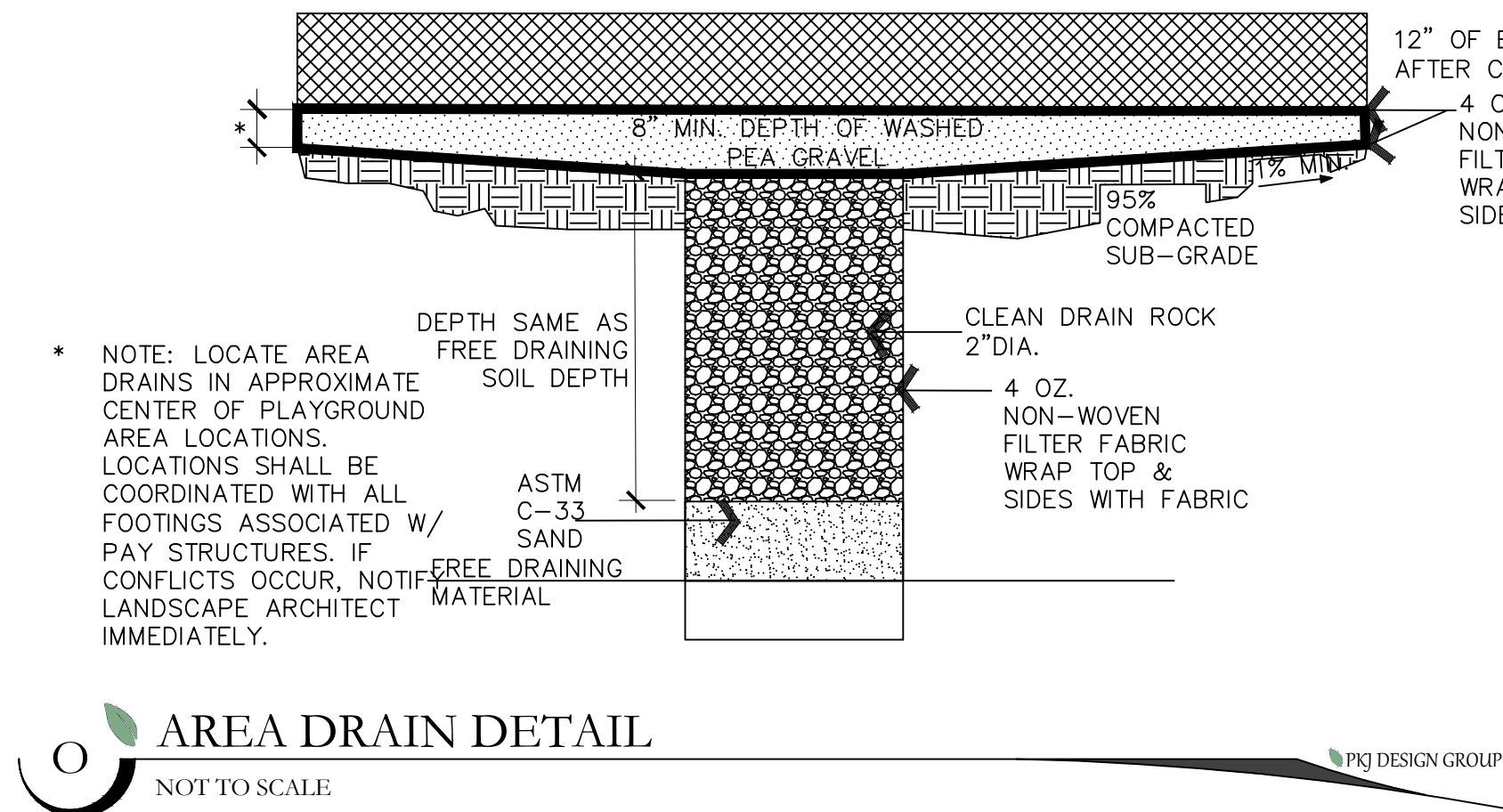
EXCE
ENGINEERING

DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
AMERICAN FORK, UTAH 84003 (801) 756-4504

PKJ
DESIGN GROUP
Landscape Architecture • Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com



LANDSCAPE DETAILS
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-501



ISSUE DATE			PROJECT NUMBER			PLAN INFORMATION			PROJECT INFORMATION			DEVELOPER / PROPERTY OWNER / CLIENT			LANDSCAPE ARCHITECT / PLANNER			LICENSE STAMP			DRAWING INFO		
3/29/2022			UT21139						EAGLE QUEST EAGLE MOUNTAIN, UTAH			KURT OSTLER 801-971-2596 KURTOSTLER@YAHOO.COM						PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 3/29/2022					
NO.	REVISION	DATE																					
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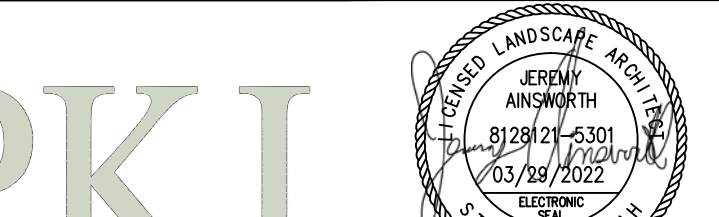
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www.pkjdesigngroup.com



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DESIGN GROUP
Landscape Architecture • Planning & Visualization

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LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LANDSCAPE DETAILS

PRELIMINARY PLANS NOT
FOR CONSTRUCTION

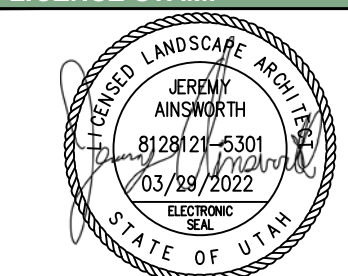
LP-502

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EAGLE QUEST EAGLE MOUNTAIN, UTAH



DAVID W. PETERSON, P.E.
12 West 100 North, SUITE # 201
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LANDSCAPE DETAILS
PRELIMINARY PLANS NOT FOR CONSTRUCTION
LP-502

EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Eagle Quest Residential development located in Eagle Mountain, Utah. The Eagle Quest Residential development is located northwest of the future Aviator Avenue / Airport Road intersection, east of Pony Express Parkway.

The purpose of this traffic impact study is to analyze traffic operations at key intersections for existing (2021), future (2026), and future (2040) conditions with and without the proposed project and to recommend mitigation measures as needed. Recommended changes to storage lengths are shown in Table ES-1. The peak hour level of service (LOS) results are shown in Table ES-2.

Table ES-1: Recommended Storage Lengths

Intersection	Recommended Storage Lengths (feet)															
	Northbound				Southbound				Eastbound				Westbound			
	LT		RT		LT		RT		LT		RT		LT		RT	
	E	P	E	P	E	P	E	P	E	P	E	P	E	P	E	P
1 Mid Valley Road / Pony Express Parkway	-	-	-	100	-	-	-	-	-	-	-	-	-	-	-	100
3 Aviator Avenue / Pony Express Parkway	-	-	-	100	-	-	-	-	-	-	-	-	-	-	-	100
4 Bobby Wren Boulevard / Pony Express Parkway	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100
9 North Collector / Airport Road	-	-	-	-	-	-	-	-	-	100	-	-	-	-	-	-
13 East Access / Airport Road	-	-	-	-	-	-	-	-	-	100	-	-	-	-	-	-
16 Aviator Avenue / Airport Road	-	-	-	-	-	-	-	-	-	125	-	-	-	-	-	-

1. Storage lengths are based on 2040 95th percentile queue lengths and do not include required deceleration / taper distances

2. E = Existing storage length (approximate), if applicable; P = proposed storage length for new turn lanes or changes to existing turn lanes, if applicable

Source: Hales Engineering, August 2021

Table ES-2: Peak Hour Level of Service Results

Intersection		Level of Service						
		Morning Peak Hour						
		Existing (2021)		Future (2026)			Future (2040)	
		BG	PP	BG	BG MIT	PP	BG	PP
1	Mid Valley Road / Pony Express Parkway	A	A	A	A	A	B	B
2	Aviator Avenue / Eagle Mountain Boulevard	B	B	B	B	B	A	A
3	Aviator Avenue / Pony Express Parkway	A	A	A	A	B	B	B
4	Bobby Wren Boulevard / Pony Express Parkway	B	B	B	B	A	B	A
5	Eagle Mountain Boulevard / Pony Express Parkway	A	A	B	A	B	A	A
6	West Collector / North Collector	-	-	-	-	-	-	a
7	North Access 1 / North Collector	-	-	-	-	-	-	a
8	North Access 2 / North Collector	-	-	-	-	-	-	a
9	North Collector / Airport Road	-	-	-	-	-	-	d
10	West Access 1 / West Collector	-	-	-	-	a	-	a
11	West Access 2 / West Collector	-	-	-	-	a	-	a
12	West Collector / Aviator Avenue	-	-	-	-	a	-	a
13	East Access / Airport Road	-	-	-	-	-	-	d
14	South Access 1 / Aviator Avenue	-	a	-	-	a	-	a
15	South Access 2 / Aviator Avenue	-	a	-	-	a	-	a
16	Aviator Avenue / Airport Road	-	-	-	-	-	-	d

Intersection		Level of Service						
		Evening Peak Hour						
		Existing (2021)		Future (2026)			Future (2040)	
		BG	PP	BG	BG MIT	PP	BG	PP
1	Mid Valley Road / Pony Express Parkway	A	A	A	A	A	B	A
2	Aviator Avenue / Eagle Mountain Boulevard	B	B	B	B	B	B	B
3	Aviator Avenue / Pony Express Parkway	A	A	A	A	B	A	B
4	Bobby Wren Boulevard / Pony Express Parkway	B	B	B	B	A	B	B
5	Eagle Mountain Boulevard / Pony Express Parkway	D	D	F	C	C	B	B
6	West Collector / North Collector	-	-	-	-	-	-	a
7	North Access 1 / North Collector	-	-	-	-	-	-	a
8	North Access 2 / North Collector	-	-	-	-	-	-	a
9	North Collector / Airport Road	-	-	-	-	-	-	f
10	West Access 1 / West Collector	-	-	-	-	a	-	a
11	West Access 2 / West Collector	-	-	-	-	a	-	a
12	West Collector / Aviator Avenue	-	-	-	-	a	-	a
13	East Access / Airport Road	-	-	-	-	-	-	e
14	South Access 1 / Aviator Avenue	-	a	-	-	a	-	a
15	South Access 2 / Aviator Avenue	-	a	-	-	a	-	a
16	Aviator Avenue / Airport Road	-	-	-	-	-	-	f

1. Intersection LOS values represent the overall intersection average for roundabout, signalized, and all-way stop-controlled (AWSC) intersections (uppercase letter) and the worst movement for all other unsignalized intersections (lowercase letter)

2. BG = Background (without project traffic), PP = Plus Project (with project traffic), MIT = Mitigated Scenario

Source: Hales Engineering, August 2021

SUMMARY OF KEY FINDINGS & RECOMMENDATIONS

Project Conditions

- The development will consist of 486 residential single-family units
- The project is anticipated to generate approximately 4,454 weekday daily trips, including 351 trips in the morning peak hour, and 464 trips in the evening peak hour

2021	Background	Plus Project
Assumptions	• Construction finished along Pony Express Parkway with new signal at Bobby Wren Blvd • Ault Farms and Sunset Flats developments added to background volumes	• Aviator Avenue constructed east of Pony Express Parkway with some traffic from the Sunset Flats development diverted north • 1/3 of development completed
Findings	• Acceptable LOS • Moderate queuing of 600 feet at Eagle Mountain Blvd / Pony Express Parkway on the westbound approach	• Acceptable LOS • Moderate queuing of 750 feet at Eagle Mountain Blvd / Pony Express Parkway on the westbound approach
2026	Background	Plus Project
Assumptions	• None	• Aviator Avenue and West Collector constructed along project connecting to Pony Express Parkway. Some traffic from Sunset Flats development diverted north • Full development completed
Findings	• Poor LOS at Eagle Mountain Blvd / Pony Express Parkway roundabout • Significant queuing of over 2,000 feet at Eagle Mountain Blvd / Pony Express Parkway on multiple approaches	• Acceptable LOS
Mitigations	• Eagle Mountain Blvd / Pony Express Parkway: Convert to 2-lane roundabout	• None
2040	Background	Plus Project
Assumptions	• Eagle Mountain Blvd widened to 5 lanes • Airport Road constructed with 5 lanes	• North Collector constructed from Airport Road to Eagle Mountain Boulevard
Findings	• Acceptable LOS	• Poor LOS at: ◦ North Collector / Airport Road ◦ East Access / Airport Road ◦ Aviator Avenue / Airport Road
Mitigations	• None	• A signal could be considered along Airport Road to maintain breaks in traffic



PARKS & OPEN SPACE WORKSHEET

Directions: Submit a completed worksheet with your preliminary plat or site plan application. Proposed amenities and park designs are subject to approval by the Planning Commission and City Council.

Required Improved Open Space			
Residential Lots / Units _____ <u>407</u> varying size	x 1,000 =	Required Open Space (Square Feet)^a _____ <u>368,950</u> _____ sq ft	/ 43,560 = Required Open Space (Acres)^b _____ <u>8.469</u> _____ Acres

Park Fee-In-Lieu (if applicable)		
Required Open Space (Square Feet)^a _____ sq ft	x \$5.75 =	Total Fee-In-Lieu \$ _____

Required Amenity Points		
Required Open Space (Acres)^b _____ <u>8.469</u> _____ Acres	x 100 =	Required Amenity Points _____ <u>847</u> _____ Points

Park & Improved Open Space Elements / Amenities			
Park Feature / Improvement	Points Available	Proposed Quantities	Proposed Points
Bench / Picnic Table (w/ shade structure or trees)	2	20	40
Bicycle Rack (4+ bikes)	2	2	4
Trees (5) (A majority must be shade trees)	2	160	64
Shade Structure	4		
Drinking Fountain	5		
Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet)	6	2,365	142
Parking* (5 stalls)	6		
Swings (4+ swings)	7		
Concrete Basketball Court (1/2)	20		
Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)	4	600 (2)	48
Playground Equipment* per \$1,000	2	\$140,000 (4)	280
Splash Pad* per \$1,000	2		
Tennis Court (6,600 sq ft or 55'x120') or 2 Pickleball Courts	100	2	200
Sports Court (6,600 sq ft or 55'x120') Full Size Basketball	100	1	100
Restroom (600+ sq ft)	100		
Restroom (1200+ sq ft)	200		
Public Art	Varies		
Other: Trash Receptacles 2 pts	Varies	5	10
Other:	Varies		
TOTAL			888

* Public art should reflect the neighborhood or community identity or culture. Creativity is encouraged in playground equipment and splash pads, and may be awarded more points than standard equipment. Costs for playground equipment and splash pads reflect equipment costs only. Parking must be adjacent to improved open space, and must be in addition to any required parking for the development.

Mayor Pro Tempore Love closed the public hearing at 7:28 p.m.

Mayor Pro Tempore Love explained that given the configuration of the project, it is appropriate to waive the connectivity requirements and grant an exemption to cul-de-sac lengths. She confirmed with staff that the RD1 Zone does not have open space requirements.

Mr. Trusty said the plan is to install bench drains along the western side of the project, both sides of the road will have drainage swells, and the project will be required to provide retention for the subdivision for an 80 percent storm event. Staff has worked with their engineer to address drainage and the subdivisions will discharge into a detention pond that has not had any issues.

Mr. Jensen said that staff will work with the United States Post Office to determine if a community mailbox site and pullout should be required.

MOTION: *Councilmember Burnham moved to approve the Eagle Ridge General Plan Amendment to Agricultural/Rural Density Two and the rezone to RD1. Councilmember Wright seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

14.B. MOTION – Eagle Ridge Preliminary Plat

MOTION: *Councilmember Wright moved to approve the preliminary plat for Eagle Ridge with the condition that should the United States Postal Service determine that community mailboxes are necessary, the applicant shall work with staff to provide a cluster mailbox location and pullout. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

15. EAGLE QUEST

15.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Map, Approving a Master Development Plan, and Rezoning Certain Lands known as Eagle Quest.

Items 15.A. and 15.B. were presented and discussed concurrently.

Mr. Jensen reviewed the item as presented during work session.

Applicant representative Josh Cummings acknowledged that while straightening Old Airport Road benefits their project, they believe it is also a benefit to the City as the alignment would provide connectivity efficiencies for future development, direct traffic away from Lake Mountain Road, increases safety, and optimizes traffic light spacing and intersection angles. They are amenable to the Planning Commission recommendations to adjust the amount of open space provided, add community mailbox locations, adjust the unit types to balance the R1, R2, and R3 zoning, and add

a row of RD2 units. They feel their proposal is appropriate as the density is lower than other projects approved for the Neighborhood Residential One land use designation.

Mayor Pro Tempore Love opened the public hearing at 7:48 p.m.

Dave Shippen, one of the owners of the property to the north, stated he submitted emails expressing their concerns with the proposed alignment for Old Airport Road. They request for the City to uphold the General Plan alignment as the proposed alignment would place burden on their property and create difficulties for their development. He stated that their preliminary plans include access to the northwest corner of the Eagle Quest development to address Council concerns discussed during work session.

Mayor Pro Tempore Love closed the public hearing at 7:51 p.m.

Councilmember Wright expressed his preference for the original, General Plan alignment. He cited a portion of the Planning Commission meeting minutes to identify concerns discussed during their meeting to provide context.

Councilmembers Wright, Gray, and Curtis expressed their support for requiring the alignment of Old Airport Road as specified in the General Plan and Transportation Map, especially in light of the impact on the property owner to the north and as the most beneficial to the City overall. Councilmember Burnham concurred especially in light of City Engineer Chris Trusty's comments and concerns with high speed on the road during inclement weather.

Mayor Pro Tempore Love said after considerations discussed in the meeting and her conversations with the property owners outside of the meeting, her greatest concerns are the angles at the intersection at the southern border of the property to the north and the access to the northeast corner of Eagle Quest both of which have been addressed by the northern property owner.

The Council determined to table the item with the following feedback to the applicant:

- Redesign the project with the General Plan alignment of Old Airport Road;
- Support of the Planning Commission recommendations;
- Desired and appropriate density and unit type variety; and
- Possibly allowing the 152-foot right-of-way to be counted as one or two transition steps between the lots on the east and west, depending upon the overall density and potential animal rights conflicts.

Mr. Cummings noted that their property is burdened with an 8% dedication of roads not required for their development and they are providing an additional, unrequired twelve feet of road width to accommodate homes backing onto Aviator Avenue in the Sunset Flats development. He reiterated their safety concerns with the General Plan road alignment and with one of the two required connections to the northeast corner being across Old Airport Road. They are amenable to providing a church site. They would like for the road and power corridor to be able to count as a buffer. He noted that many of the adjacent five-acre lots are unbuildable and that the requirements will result with properties with animal rights being located across from properties without animal

rights. It was his opinion that the plans had changed over the years and at this stage, safety should be the main consideration regarding the road alignment.

MOTION: *Councilmember Curtis moved to table the Eagle Quest Master Development Plan, rezone, and General Plan amendment. Councilmember Wright seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

15.B. MOTION – Eagle Quest Preliminary Plat

MOTION: *Councilmember Burnham moved to table the preliminary plat for Eagle Quest. Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Jared Gray, Colby Curtis, Carolyn Love, and Brett Wright. The motion passed with a unanimous vote.*

16. TRIUMPH

16.A. ORDINANCE/PUBLIC HEARING – An Ordinance of Eagle Mountain City, Utah, Amending the General Plan Map, Approving a Master Development Plan, and Rezoning Certain Lands known as Triumph.

Items 16.A. and 16.B. were presented and discussed concurrently.

Planning Manager Robert Hobbs reviewed the item as presented during work session.

Discussion ensued clarifying that the Foothill Residential Zone has a quarter-acre minimum lot size requirement and a half-acre minimum, average lot size requirement and the current proposal meets the minimum lot size; however, the average lot size is .48 acres which is under the half-acre requirement.

Mr. Hobbs explained that the average lot size decreased when the applicant added nine additional lots to accommodate an existing house into the subdivision. The open space for the project is identified as Parcel B. The property is buffered along the west by a 600-foot-wide utility corridor.

Applicant representative Scot Hazard said that due to the small market for animal uses and the potential for conflicts, he does not intend to grant animal rights for the development. If the Council feels strongly about the average lot size, he is willing to make adjustments to bring the development into compliance. He explained that the reduction of the number of lots to accommodate the dedication of the roadways also impacted the average lot size.

Councilmember Wright stated that as the General Plan designates the area for an Agricultural Rural Density Two product, for half-acre and one-acre lots; although he is willing to entertain an amendment to Foothill Residential, the average lot size minimum should be met. He expressed appreciation for Mr. Hazard working with the existing homeowner.



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	MOTION - Eagle Quest East Preliminary Plat		
ITEM TYPE:	Motion		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Tayler Jensen, Planning

PRESENTED BY:

RECOMMENDATION:

BACKGROUND:

Please see the Rezone and Master Development Plan staff report for information regarding the preliminary plat.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:



**EAGLE MOUNTAIN CITY
CITY COUNCIL MEETING
APRIL 5, 2022**

TITLE:	ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Enacting Eagle Mountain Municipal Code Chapter 5.30 Rental Dwelling Business Licensing.		
ITEM TYPE:	Ordinance		
FISCAL IMPACT:			
APPLICANT:			
GENERAL PLAN DESIGNATION	CURRENT ZONE	ACREAGE	COMMUNITY

PUBLIC HEARING:

No

PREPARED BY:

Evan Berrett, Admin

PRESENTED BY:

Evan Berrett

RECOMMENDATION:

Eagle Mountain City staff desired to identify a different approach that would seek to incentivize participation rather than punish non-participation, while still allowing for a mechanism to respond to non-compliant rental properties that are not actively working to resolve issues at their property(ies).

All landlords would be required to be licensed except for owners of temporary rentals (such as AirBnBs and VRBOs) and owners who are renting to immediate family. Licenses must be renewed every two years in January. If a landlord's license remains active, they become eligible to receive a set of incentives that support their activities as a landlord and improve the relationship between the city and the landlord. If a landlord also completed a good landlord training program, the landlord would gain access to additional incentives. Should a landlord's license expire, those incentives are no longer accessible. No fees will be required of landlords for their license. Staff anticipates that with strong participation, the resulting improvements in rental property management in the city will save the City enough money needed to cover any costs related to administering this program.

Any rental property owners or property managers that are not licensed cannot rent until they are licensed. Violating this may come with a penalty of \$50/day of violation. Licenses can be suspended or revoked if the applicant no longer meets the qualifications, or if any code enforcement fines or citations are unpaid. Staff expect that the majority of cases where

enforcement must occur, the Administrative Law Judge would likely reduce monetary penalties on condition of swift resolution of the issue.

BACKGROUND:

Eagle Mountain's growth has included the addition of many rental properties in the City. In contrast to most other cities of a similar population, Eagle Mountain has far fewer professionally managed apartments or other similar rental units. A study conducted by the City of Orem recently found that most code enforcement and criminal issues that come from rental units, are from single family residential units including detached, ADU, and townhome-type units. These units were also the most likely to have problems with utility billing including failing to pay final bills when tenants move away.

Following extensive research including interviews with other cities and more, staff determined that the best means of solving these issues was to improve the City's ability to communicate with landlords. Analysis of the rental properties we could identify at this time found that of the over 500 separate rental property owners, 27% lived outside of Utah and only 29% of those in Utah live in Eagle Mountain. Communication with those landlords has been very challenging for Utility Billing and Neighborhood Improvement staff which has led to difficulty resolving several issues with rental properties.

A recent major change to utility billing account ownership passed by City Council made it possible for the City to get contact information for all landlords. Having this information will greatly improve the City's ability to work with landlords to resolve issues before they result in fines, collections, etc. However, this change does not necessarily identify all rentals, nor collect information of all owners. Particularly for single family properties or properties with ADUs, there is a strong likelihood that utility accounts were already in the name of the tenant. Additionally, this change provides no means of ensuring contact information is kept up to date or to determine when a rental property is no longer being rented.

Feedback from past presentations to City Council on this matter made it clear that the Council is concerned with the quality of rental properties in the City. Staff sought out ways to make additional improvements and determined that a rental dwelling business license would be an appropriate solution.

Utah is often given praise in various guidebooks, news articles, or other literature due to how its cities handle landlord licensing. Most cities in Utah require a license for all landlords. Landlords are typically required to complete an application and pay a fee that is calculated using a disproportionate impact study. Utah state law requires that when such fees exist, a means of reducing that fee through good landlord education programs must also exist. Eagle Mountain could certainly follow this same model. However, following interviews with other cities, and conversation with Council, staff determined that this approach was not favorable.

Licensing staff from the cities of Ogden and West Jordan which disclosed that managing such license programs are very burdensome for staff, requiring a significant amount of time tracking down landlords to collect fees. Additionally, staff of each city had heard from landlords that were disgruntled by the idea that the fees they are paying are going towards the costs of resolving issues with those that weren't. The cities mentioned that about 80% of landlords were actively licensed, but the 20% of those that weren't licensed were the ones they had a hard time working with. Essentially, the license was creating more work for staff and good landlords, and not resolving issues for the non-compliant landlords.

ITEMS FOR CONSIDERATION:

REQUIRED FINDINGS:

PLANNING COMMISSION ACTION/RECOMMENDATION:

ATTACHMENTS:

[ORD--EMMC 5.30 Rental Dwelling Business Licensing](#)
[EMMC 5.30 Rental Dwelling Business Licensing - DRAFT](#)
[Staff Report](#)

ORDINANCE NO. O- -2022

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,
ENACTING EAGLE MOUNTAIN MUNICIPAL CODE,
CHAPTER 5.30 RENTAL DWELLING BUSINESS LICENSING**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, enacting Chapter 5.30 Rental Dwelling Business Licensing, 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, enacting Chapter 5.30 Rental Dwelling Business Licensing.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect on June 1, 2022.

ADOPTED by the City Council of Eagle Mountain City this 5th day of April, 2022.

EAGLE MOUNTAIN CITY, UTAH

Tom Westmoreland, Mayor

ATTEST:

Fionnuala B. Kofoed, MMC
City Recorder

CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 5th day of April, 2022.

Those voting aye:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those voting nay:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Colby Curtis

☐ Jared Gray

☐ Carolyn Love

☐ Brett Wright

Fionnuala B. Kofoed, MMC
City Recorder

Posted on _____ by _____ .

Exhibit A

Chapter 5.30 RENTAL DWELLING BUSINESS LICENSING

Sections:

- 5.30.05 Purpose
- 5.30.10 Definitions
- 5.30.15 Rental Dwelling Business License Required
- 5.30.20 License Application
- 5.30.25 License Amendment
- 5.30.30 Issuance of License
- 5.30.35 Renewal of License
- 5.30.40 License Denial, Suspension, or Revocation
- 5.30.45 Non-transferability
- 5.30.50 Appeals
- 5.30.55 Violations

5.30.05 Purpose.

The purpose of this section is to:

- A. Ensure that all rental dwellings are established legally.
- B. Provide contact information for each rental dwelling owner to necessary City staff to allow issues to be resolved expeditiously and provide opportunity for City staff to proactively support rental dwelling owners.
- C. Encourage owners and managers of rental dwellings in the City to be proactive in preventing and resolving nuisances at rental dwellings that they own or manage.

5.30.10 Definitions.

In addition to the definitions set forth in Section 5.05.010, the following words and phrases used in this section shall have the meaning set forth herein:

“Owner” means the person(s) or entity(ies) listed as the owner of record in the records of the Utah County Recorder.

“Owner Occupied” means:

- A. A rental dwelling that is the primary residence of a person who owns fifty percent (50%) or more of the rental dwelling, and resides at the rental dwelling for at least 9 months of the calendar year; or
- B. A rental dwelling that is owned by a family trust created for the primary purpose of estate planning, and is the primary residence of one or more trustors or beneficiaries of the trust, who reside at the rental dwelling for at least 9 months of the calendar year.

“Property Manager” means the person(s) or entity(ies) employed or contracted by the owner to oversee the day-to-day operations of a rental unit including managing tenant interactions, property upkeep, and other responsibilities delegated by the owner.

“Rental Dwelling” means a building or portion of a building that is used or designated for use as a residence by one or more persons and is either:

- A. Available to be rented, loaned, leased, or hired out for a period of one month or longer; or
- B. Arranged, designed, or built to be rented, loaned, leased, or hired out for a period of one month or longer.

5.30.15 Rental Dwelling Business License Required.

A. It is unlawful for any person, as owner, lessee, or agent thereof to keep, conduct, operate or maintain a rental dwelling within Eagle Mountain City, or cause or permit the same to be done, without a valid rental dwelling business license.

B. An owner of multiple rental dwellings or multiple buildings containing rental dwellings is not required to obtain more than one rental dwelling business license for the operation and maintenance of such rental dwellings.

C. Property managers or property management companies may be licensed in place of a rental property owner when a rental property owner owns more than two (2) properties in Eagle Mountain City.

D. A rental dwelling business license shall not be required for a rental dwelling that has an existing business license under a different rental category (such as a business license to operate a hotel, or group home, or short-term rental).

E. A rental dwelling business license shall not be required where a dwelling is owner occupied and the owner rents to only one or more persons who are all related to the owner as a spouse, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, great-grandparent, or great-grandchild.

F. A rental dwelling license shall not be required for a dwelling unit which is ordinarily owner occupied but is rented for a period of less than one (1) year because:

- 1. The owner is placed in a hospital or other similar facility; or
- 2. The owner has a bona fide, temporary absence for activities such as temporary job assignments, sabbaticals, or voluntary service.

5.30.20 License Application.

An application for a rental dwelling business license shall be on a form provided by Eagle Mountain City and include the following information:

- A. The address and type of each rental dwelling that is owned, operated, or maintained by the applicant in Eagle Mountain City.
- B. The name, address, email address, and telephone number of each of the following: the applicant, the owner(s), and the manager(s) (if any) of all the rental dwellings included in subsection 5.30.20(A)(1) above.
- C. For any out of state owner, the designation of a legal representative and agent residing in the state of Utah who is authorized by the owner to receive and/or accept service of process with respect to the rental dwellings covered by the application, and the name, address, email address, and telephone number of such representative.
- D. A management agreement including terms regarding expectations for maintenance of safe and livable conditions in order to make a positive contribution to City neighborhoods and to ensure the rental property owner and, if applicable, property managers are aware of laws and regulations relating to criminal nuisance activity, City housing and zoning requirements, fair housing and non-discrimination laws, and landlord/tenant rights and responsibilities.
- E. The signature of the owner or manager of the rental dwelling(s) certifying, to the best of the owner's or manager's knowledge or belief, that the use and occupancy of the rental dwelling(s) conforms to applicable ordinances and that the owner or manager agrees to comply with applicable Eagle Mountain City ordinances with respect to the rental dwellings covered by the application and the management agreement terms and acknowledgements found in the license application.
- F. And such additional information as may be needed for the guidance of the City officials in issuing or considering a rental dwelling business license.

5.30.25 License Amendment.

- A. Any licensee who acquires additional rental dwellings after licensure but before renewal shall amend the license to add the rental dwellings to the license within thirty (30) days of acquisition.
- B. Any licensee who experiences a change in mailing address, phone number, electronic mail address, or change in property management shall amend the license to reflect the new information within thirty (30) days of the change.

5.30.30 Issuance of License.

A rental dwelling business license shall be issued to an applicant if all of the following are met:

- A. An application has been submitted, reviewed, and found to be satisfactorily completed; and
- B. All rental dwellings included in the application are in compliance with all applicable zoning ordinances and requirements; and
- C. The applicant has complied with all other requirements of this chapter.

5.30.35 Renewal of License.

A rental dwelling business license shall be renewed by the owner or authorized legal representative every two (2) years in January. If a first-time rental dwelling business license is issued in a month other than January, the first renewal will be required the second January following the initial license issuance. Licenses must be renewed within thirty (30) days of January 1st of each year.

5.30.40. License Denial, Suspension, or Revocation.

A. An application for a rental dwelling business license may be denied or revoked for any of the following reasons:

1. The applicant does not meet the qualifications for a license as provided in this Chapter or other applicable City ordinances.

2. False or incomplete information included in the application.

3. Nonpayment of any administrative fines that have been imposed for administrative citations issued to the owner(s), manager(s) or occupants of any rental dwelling covered by the license for violation(s) of the Eagle Mountain Municipal Code.

B. A property owner with a suspended rental dwelling business license may not rent to new tenants until the suspension is removed.

C. Property owners may not receive rental dwelling management incentives from the City while their license is expired, suspended, or revoked.

5.30.45. Non-transferability.

A rental dwelling license is not transferable. Any owner holding a license shall give written or emailed notice within thirty (30) days to the business license official after having transferred or otherwise disposed of legal or equitable control of any rental dwelling. Such notice of transferred interest shall include the name, address, and information regarding the person(s) or entity succeeding to the ownership or control thereof. The new owner shall obtain a rental dwelling license as required by this section.

5.30.50 Appeals

The denial, suspension or revocation of a rental dwelling license may be appealed to the administrative law judge appointed pursuant to Title 4 of the Eagle Mountain Municipal Code. A hearing shall be held regarding such appeal and a decision regarding the appeal shall be made by the administrative law judge in accordance with the procedures established under Title 4 of the Eagle Mountain Municipal Code

5.30.55 Violations

Any person violating any of the provisions of this section shall be guilty of a class B misdemeanor and a fine in the amount of \$50 for each day of violation for renting a property without a valid rental dwelling business license.



EAGLE MOUNTAIN CITY

STAFF REPORT

APRIL 5TH, 2022

Project: ORDINANCE - An Ordinance of Eagle Mountain City, Utah, Approving Eagle Mountain Municipal Code 5.30: Rental Dwelling Business Licensing

Applicant: Evan Berrett – Assistant to the City Administrator

Request: Approval of addition to Municipal Code

Type of Action: Ordinance

Background

Eagle Mountain's growth has included the addition of many rental properties in the City. In contrast to most other cities of a similar population, Eagle Mountain has far fewer professionally managed apartments or other similar rental units. A study conducted by the City of Orem recently found that most code enforcement and criminal issues that come from rental units, are from single family residential units including detached, ADU, and townhome-type units. These units were also the most likely to have problems with utility billing including failing to pay final bills when tenants move away.

Following extensive research including interviews with other cities and more, staff determined that the best means of solving these issues was to improve the City's ability to communicate with landlords. Analysis of the rental properties we could identify at this time found that of the over 500 separate rental property owners, 27% lived outside of Utah and only 29% of those in Utah live in Eagle Mountain. Communication with those landlords has been very challenging for Utility Billing and Neighborhood Improvement staff which has led to difficulty resolving several issues with rental properties.

A recent major change to utility billing account ownership passed by City Council made it possible for the City to get contact information for all landlords. Having this information will greatly improve the City's ability to work with landlords to resolve issues before they result in fines, collections, etc. However, this change does not necessarily identify all rentals, nor collect information of all owners. Particularly for single family properties or properties with ADUs, there is a strong likelihood that utility accounts were already in the name of the tenant. Additionally, this change provides no means of ensuring contact information is kept up to date or to determine when a rental property is no longer being rented.

Feedback from past presentations to City Council on this matter made it clear that the Council is concerned with the quality of rental properties in the City. Staff sought out ways to make additional improvements and determined that a rental dwelling business license would be an appropriate solution.

Utah is often given praise in various guidebooks, news articles, or other literature due to how its cities handle landlord licensing. Most cities in Utah require a license for all landlords. Landlords are typically required to complete an application and pay a fee that is calculated using a disproportionate impact study. Utah state law requires that when such fees exist, a means of reducing that fee through good landlord education programs must also exist. Eagle Mountain could certainly follow this same model. However, following interviews with other cities, and conversation with Council, staff determined that this approach was not favorable.

Licensing staff from the cities of Ogden and West Jordan which disclosed that managing such license programs are very burdensome for staff, requiring a significant amount of time tracking down landlords to collect fees. Additionally, staff of each city had heard from landlords that were disgruntled by the idea that the fees they are paying are going towards the costs of resolving issues with those that weren't. The cities mentioned that about 80% of landlords were actively licensed, but the 20% of those that weren't licensed were the ones they had a hard time working with. Essentially, the license was creating more work for staff and good landlords, and not resolving issues for the non-compliant landlords.

Recommendation

Eagle Mountain City staff desired to identify a different approach that would seek to incentivize participation rather than punish non-participation, while still allowing for a mechanism to respond to non-compliant rental properties that are not actively working to resolve issues at their property(ies).

All landlords would be required to be licensed except for owners of temporary rentals (such as AirBnBs and VRBOs) and owners who are renting to immediate family. Licenses must be renewed every two years in January. If a landlord's license remains active, they become eligible to receive a set of incentives that support their activities as a landlord and improve the relationship between the city and the landlord. If a landlord also completed a good landlord training program, the landlord would gain access to additional incentives. Should a landlord's license expire, those incentives are no longer accessible. No fees will be required of landlords for their license. Staff anticipates that with strong participation, the resulting improvements in rental property management in the city will save the City enough money needed to cover any costs related to administering this program.

Any rental property owners or property managers that are not licensed cannot rent until they are licensed. Violating this may come with a penalty of \$50/day of violation. Licenses can be suspended or revoked if the applicant no longer meets the qualifications, or if any code enforcement fines or citations are unpaid. Staff expect that the majority of cases where enforcement must occur, the Administrative Law Judge would likely reduce monetary penalties on condition of swift resolution of the issue.

Conclusion

The proposed program has been presented to Neighborhood Improvement Officers, Steve Mumford (Assistant City Administrator & Community Development Director), and to Jeremy Cook (City Attorney). All believe the approach is reasonable and enforceable. The only remaining element that is outstanding is determining the appropriate department to manage the license renewals. We hope to determine this, including the tool(s) that will be used within the next two months. It is anticipated that licensing would be required beginning June 1, 2022, with notifications and information being sent out to known rental property owners a month prior.

It is our hope that by taking this different approach to landlord licensing that we will improve the relationship between the city and landlords and change the approach from reactive monitoring supported by penalties to proactive support supported by rewards.

UPCOMING PLANNING-RELATED AGENDA ITEMS

Active Projects

Austin Variance Request
Betos Site Plan
Browns Meadow Preliminary Plat
Eagle Crest Commercial Plat 1 Site Plan
Mountain America Credit Union Site Plan
Rose Ranch Rezone, Master Development Plan, and Preliminary Plat
Wasatch Wing and Clay Rezone and Site Plan
Wildlife Corridor Rezone

Code Amendments

Electronic Reader Board Code Amendment – Applicant Proposed
Commercial District Node Overlay
Industrial Zone
Landscaping Timing Requirements
Multifamily Commercial Design Standards
Private Road Standards/Intersections
Water-wise Landscaping