



## EAGLE MOUNTAIN CITY COUNCIL MEETING

**March 17, 2020, 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. **DISCUSSION - Military and Veterans Advisory Board**

This is not an action item.

1.B. **DISCUSSION - 5G and Small Cell Wireless Facilities**

This is not an action item.

1.C. **DISCUSSION - Entry Monument/Wayfinding Project**

This is not an action item.

#### **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**

**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.

5. **PLEDGE OF ALLEGIANCE**

6. **INFORMATION ITEMS/UPCOMING EVENTS**

7. **PUBLIC COMMENTS**

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

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

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

**CONSENT AGENDA**

9. **AGREEMENTS**

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

Motion to approve.

Pony Express Trench Repair Service Agreement

10. **BID AWARDS**

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

Bid Opening Form Eagle Mountain City Parks, Trails & Open Space Master Plan Update

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

Motion to approve.

2020 Slurry Seal Map

Slurry Seal 2020 Map - Alternates

11. **BOND RELEASES**

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

Motion to approve.

OH A-5 Bond Release Out of Warranty Letter

OH A-5 Recorded Plat Map

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

Motion to approve.

Pony Express Town Homes Bond Release Out of Warranty Letter

Pony Express Town Homes Recorded Plat



- 11.C. [Trailhead Townhomes - Out of Warranty](#)  
Motion to approve.  
[BR-- Trailhead Townhomes Out of Warrant](#)  
[Trailhead Townhomes Recorded Plat](#)

**12. MINUTES**

- 12.A. [February 18, 2020 - Regular City Council Meeting](#)  
Motion to approve.  
[02.18.2020 City Council Minutes - DRAFT](#)

**13. PRELIMINARY PLATS & SITE PLANS**

- 13.A. [Hidden Hollow Phase B - Amended Site Plan](#)  
Motion to approve.  
[Hidden Hollow Concept 2020 - Parking Lot Adjustment](#)  
[Landscape Plan](#)  
[Phase B Preliminary Plat](#)  
[Hidden Valley North Preliminary Plat - 02.10.06](#)  
[Parks and Open Space Worksheet](#)  
[Open Space Comparison](#)  
[Property Photos](#)

**14. RESOLUTIONS**

- 14.A. [Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for Cemetery Fees and Park Reservation Fees](#)  
Motion to approve.  
[RES--CFS Cemetery and Park Reservation Fees](#)

**SCHEDULED ITEMS**

**15. ORDINANCE/PUBLIC HEARING**

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

BACKGROUND: (Presented by Planning Manager Mike Hadley) The proposed amendment modifies the language in Chapter 16.15.050 Review of Concept Plans to require that all concept plans are presented to both the Planning Commission and the City Council.

[ORD-- EMMC Chapter 16.15.050 Review of Concept Plans](#)  
[Exhibit A - EMMC 16.15.050](#)

**16. AGREEMENT**

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

BACKGROUND: (Presented by Staff) The proposed agreement is for the reimbursement of certain costs associated with the construction of transportation system improvements from the collection of impact fees. The installation of the roads are a condition of development approval and the agreement documents the terms for the reimbursement of costs associated with the project.

[Impact Fee Reimbursement Agreement - Silverlake Golden Eagle \(00466003-2xB00C1\)](#)

17. **SITE PLAN**

17.A. [SilverLake South 21 & 24](#)

BACKGROUND: (Presented by Planning Manager Mike Hadley) The SilverLake South preliminary plat was recommended for approval by the Planning Commission on September 24, 2019 and then approved by the City Council on October 1, 2019. Plats 21 and 24 are a part of the SilverLake South preliminary plat. This application is for site plans for both plats. Plat 21 consists of 27 single-family lots and 32 town home units for a total of 59 lots/units. Plat 24 Plat 24 consists of 39 single-family lots and 33 town home units for a total of 72 total lots/units. This item was tabled at the February 18, 2020 City Council meeting.

[SilverLake Plats 21 & 24](#)

[SilverLake 21 & 24 Multifamily Unit Elevations](#)

[SilverLake 21 & 24 Single-family Unit Elevations](#)

[SilverLake 21 & 24 Landscape Plan](#)

[SilverLake South Preliminary Plat - Approved 10.01.2019](#)

[City Council Minutes - SilverLake South Preliminary Plat](#)

[SilverLake South Open Space Exhibits 09.05.2019](#)

18. **ORDINANCE**

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

BACKGROUND: (Presented by Economic Development Manager Aaron Sanborn) The proposed ordinance would establish a 1% transient room tax that Eagle Mountain City could collect on future hotels, motels, inns, bed and breakfasts, and other short term rentals within the City.

[ORD--EMMC Chapter 3.40 Transient Room Tax](#)

[Exhibit A - EMMC 3.40](#)

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

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

20. **COMMUNICATION ITEMS**

20.A. [Upcoming Agenda Items](#)  
This is not an action item.

20.B. [Financial Report](#)  
This is not an action item.

**21. 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.

**22. ADJOURNMENT**

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda notice was posted on this **13th day of March, 2020**, on the Eagle Mountain City bulletin boards, the Eagle Mountain City website [www.emcity.org](http://www.emcity.org), posted to the Utah State public notice website <http://www.utah.gov/pmn/index.html>, and was emailed to at least one newspaper of general circulation within the jurisdiction of the public body.

Fionnuala B. Kofoed, MMC, City Recorder



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                 |                                                    |                |                  |
|---------------------------------|----------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | DISCUSSION - 5G and Small Cell Wireless Facilities |                |                  |
| <b>ITEM TYPE:</b>               | Presentation                                       |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                    |                |                  |
| <b>APPLICANT:</b>               |                                                    |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**PREPARED BY:**

Evan Berrett, Admin

**RECOMMENDATION:**

**BACKGROUND:**

Presentation and a request for feedback on staff's efforts to prepare for the eventual deployment of 5G through small cell wireless facilities throughout the City. No small cell facilities are currently planned for Eagle Mountain, but since it is a matter of "when" and not "if", staff is working to prepare our code and processes to ensure that when small cell facilities do come, negative impacts to residents, businesses, and so forth are mitigated as much as possible.

**Attachments:**



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                 |                                                                                                    |                |                  |
|---------------------------------|----------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | Pony Express Trench Repair Construction Management Service - Project Engineering Consultants, Ltd. |                |                  |
| <b>ITEM TYPE:</b>               | Change Order                                                                                       |                |                  |
| <b>FISCAL IMPACT:</b>           | \$46,900                                                                                           |                |                  |
| <b>APPLICANT:</b>               |                                                                                                    |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**PREPARED BY:**

Chris Trusty, Public  
Works

**RECOMMENDATION:**

Staff recommends the City Council approve the change order for to add construction management services for the Pony Express trench repair project.

**BACKGROUND:**

As part of the MAG-approved funding for the Pony Express widening project, additional funding was made available to correct a trench failure that occurred shortly after the road was widened. A contract for these repairs has been awarded to Kenny Seng Construction; the repair work will begin this spring.

As Project Engineering Consultants, Ltd. was the construction management group that oversaw the initial widening project, staff has requested a proposal from them to oversee the trench repair project.

**Attachments:**

[Pony Express Trench Repair Service Agreement](#)

# EAGLE MOUNTAIN CITY CONTRACT FOR SERVICES

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

Project Engineering Consultants

Name

986 W 9000 S

Address

West Jordan, UT 84088

City, State ZIP

## LEGAL STATUS OF CONTRACTOR

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

Contact Name: Ben Inghish

Phone Number: 801.495.4240

Email: \_\_\_\_\_

Vendor Number: \_\_\_\_\_

2. **GENERAL PURPOSE OF CONTRACT:** Construction Engineering Management

3. **CONTRACT PERIOD:**

**Effective Date:** 03.17.2020

**Project Completion Deadline** (Contractor will complete the Scope of Work on or before): \_\_\_\_\_

**Termination Date** (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract: \_\_\_\_\_

**Renewal Options** (if applicable): N/A

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

a. Total Contract Cost: \$49,900

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

5. ATTACHMENT A: Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule

ATTACHMENT C: Vendor Notice to Proceed Authorization

**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 SERVICES

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

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) “**Contractor**” means the individual or entity delivering the Services identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
  - d) “**Services**” means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor 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 Contractor’s response to Eagle Mountain’s Solicitation.
  - f) “**Solicitation**” means the documents used by Eagle Mountain to obtain Contractor’s Proposal.
  - g) “**Subcontractors**” means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.
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 Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor’s performance and the payments made by Eagle Mountain to Contractor under this Contract. These records shall be retained by Contractor 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. Contractor agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor’s failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain.



7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of Eagle Mountain.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, and save harmless Eagle Mountain from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of Eagle Mountain. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor 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. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor 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. Contractor 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.
12. **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 Contractor 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. Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor'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 Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall Eagle Mountain be liable to the Contractor for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Contractor. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to Eagle Mountain for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, 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 Contractor 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.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
15. **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 Contractor with its sales tax exemption number. It is Contractor's responsibility to request Eagle Mountain's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to Eagle Mountain within thirty (30) days of contract award. Contractor must add Eagle Mountain as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **PUBLIC INFORMATION:** Contractor 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). Contractor gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Contractor also agrees that the Contractor'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 Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to Eagle Mountain, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **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 Contractor delivers nonconforming Services, Eagle Mountain may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor 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 Contractor being responsible for any cover costs.
21. **INVOICING:** Unless otherwise set forth in the Contract, Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to Eagle Mountain. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by Eagle Mountain will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.

22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor 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 Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor 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 Contractor. 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 Contractor. Eagle Mountain will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **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.
25. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors 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. Contractor shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against Eagle Mountain), to the extent caused by the Contractor's wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** Eagle Mountain reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor 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.
29. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor'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 Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor 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 Contractor from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **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.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors 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. Contractor will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information. Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall

indemnify and hold harmless 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 Contractor or anyone for whom the Contractor is liable. Upon termination or expiration of this Contract, Contractor 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.

32. **PUBLICITY:** Contractor 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.
33. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Contractor 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.
34. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
35. **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.
36. **PROCUREMENT ETHICS:** Contractor 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.
37. **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 Contractor, 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, Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
38. **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) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor 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.
39. **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.
40. **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.
41. **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**

February 6, 2020

Eagle Mountain City  
1650 Stagecoach Run  
Eagle Mountain, UT 84005

City of Saratoga Springs  
1307 North St #200,  
Saratoga Springs, UT 84045

Attn: Chris Trusty

**RE: Pony Express Trench Repairs – Proposal for Construction Engineering Management and Materials Testing Services**

Dear Chris;

Project Engineering Consultants, Ltd. (PEC) is pleased to submit a scope and fee for added Construction Engineering Management and Materials Testing services associated with the Pony Express Parkway Trench Repairs project in Saratoga Springs, Utah. This scope covers the added services required for the Pony Express Parkway Trench Repairs (approximately from the east city limit of Eagle Mountain to Redwood Road).

Below is an estimate of fees and hours for the project. This estimate assumes an inspector/materials testing technician will need to be on the project approximately 12 hours per week for approximately 12 weeks of construction. Actual project costs as requested by Eagle Mountain City may vary and actual invoices will be based upon final project requests and requirements.

**SUMMARY OF HOURS AND FEES:**

| Classification                       | Unit Rate | Total Units | Project Cost |
|--------------------------------------|-----------|-------------|--------------|
| Project Manager                      | \$185     | 60          | \$11,100     |
| Field Engineer                       | \$115     | 60          | \$6,900      |
| Field Inspector/Materials Technician | \$100     | 144         | \$14,400     |
| Lab Technician                       | \$85      | 100         | \$8,500      |
| Document Specialist                  | \$100     | 60          | \$6,000      |

The project budget for the scope as outlined above is for a lump sum amount of **\$46,900.00**. If additional meetings, analysis, testing, or work that is outside this scope become necessary, at the client's written direction, the work will be performed on a time and expenses basis based on our current fee schedule. This includes additional negotiations and all other procedures not specifically outlined within this scope as requested by the client.

PEC looks forward to continuing to participate in this project with the owners. Please call us if you have any questions or comments concerning this contract modification request.

Respectfully,  
**Project Engineering Consultants, Ltd.**



Ben English, P.E.  
Principal

**ATTACHMENT C:**

**VENDOR NOTICE TO PROCEED AUTHORIZATION**



## PEC PROFESSIONAL SERVICES AGREEMENT

### ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 **ENGINEER, et al.** ENGINEER and its shareholders, directors, officers, agents, representatives, employees, consultants or any of them.
- 1.2 **CLIENT** A person or agency who engages the professional advice or services of another.
- 1.3 **Representatives** ENGINEER and CLIENT shall each designate in writing a person authorized to act as their representative. Said persons shall serve as sole intermediaries between ENGINEER and CLIENT and shall be authorized to bind their respective principles.
- 1.4 **Professional Qualifications** The firm of Project Engineering Consultants, Ltd. (PEC), a Phoenix AZ, Company, is duly authorized and licensed to practice engineering in the State of Utah. The ENGINEER represents that it has the necessary expertise, experience, and is properly qualified and licensed for this work.
- 1.5 **Performance Standard** ENGINEER's services hereunder shall be rendered consistent with and judged solely by the skill and care ordinarily exercised by members of the same profession performing like services in the State of Utah at the same time. ENGINEER disclaims any and all warranties, express or implied, regarding the quality of its services or the instruments thereof, including but not limited to warranties of fitness, merchantability, or compliance with federal, state, or local laws, rules, regulations, ordinances, or design or building codes or standards.
- 1.6 **ENGINEER as Independent Contractor** The ENGINEER will furnish services as an independent contractor and not as an employee of the CLIENT. The ENGINEER is not entitled to any medical coverage, life insurance, or participation in any benefits afforded to the CLIENT's regular employees. As an independent contractor, the ENGINEER will be responsible for its own overhead costs and expenses (such as taxes, office space, employee benefits, etc.).
- 1.7 **ENGINEER not to Engage in Conflicting Activities** During the time of this Agreement, the ENGINEER will not enter into any activity, employment, or business arrangement which conflicts with CLIENT's interests or ENGINEER's obligations under this Agreement. In view of the sensitive nature of ENGINEER's status, the CLIENT shall have the option of terminating this Agreement at any time if, in its sole judgment, a conflict of interest exists or is imminent. The ENGINEER will advise the CLIENT of its position with respect to any activity, employment, or business arrangement contemplated by the ENGINEER, which may be relevant to this Paragraph.
- 1.8 **Proprietary Information** The ENGINEER will treat as proprietary any information belonging to the CLIENT or any third parties disclosed to the ENGINEER in course of ENGINEER's services.
- 1.9 **Assignments** Neither party shall assign its rights or delegate its duties under this agreement without the prior, express, written consent of the other. ENGINEER may subcontract services which would be subcontracted in the normal course of business without such consent.
- 1.10 **Supplied Information** ENGINEER, et al. are entitled to rely on any and all information supplied by, through or on behalf of CLIENT and, absent an express agreement to do so, have no legal or contractual duty to verify the accuracy of such information. CLIENT waives any and all Claims against ENGINEER, et al. arising out of actual or alleged deficiencies in any such information and agrees to hold harmless, indemnify and defend ENGINEER, et al. therefrom; excepting those arising out of the indemnitee's sole negligence.
- 1.11 **Ownership of Documents** All plans, specifications, reports, notes, data, logs, diaries, and other documents, regardless of medium or content, prepared by or on behalf of ENGINEER, et al. are instruments of their respective professional services and shall remain their property. Upon payment to ENGINEER of all sums due hereunder, CLIENT is granted a non-exclusive, unassignable license to use said instrument on and for this project. Such instruments are intended for use solely by CLIENT as an integrated set on this project. Dissemination, modification or use on other projects of any and all such instruments without ENGINEER's prior express written consent shall be at CLIENT's sole risk. CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. arising out of any such nonpermissive dissemination, modification or use; excepting those arising out of the indemnitee's sole negligence.
- 1.12 **Termination** Either party may terminate this Agreement upon 15 days notice by registered or certified mail, return receipt requested, addressed to the other party. The 15 days shall be measured from the date the notice is posted. If this Agreement is terminated by either party, the CLIENT shall only be liable for payment and consulting fees incurred as a result of work actually performed prior to the effective date of the termination and any work required to organize and deliver to the CLIENT any material developed during the course of the work.
- 1.13 **Amendments** This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. This Agreement constitutes the entire and integrated agreement between the parties and supersedes all prior or contemporaneous negotiations, representations and/or agreements, whether written or oral.

### ARTICLE 2- COMPENSATION

- 2.1 **Progress Payments** CLIENT will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Invoices shall reflect billing for work performed by ENGINEER during the month invoiced. Payment on an invoice is due upon receipt of the invoice. In the Event of a dispute regarding an invoice, CLIENT shall notify the ENGINEER of the objection with fifteen (15) days from the date of the invoice, give reasons for the objection, and shall pay all undisputed amounts as per this Article. Engineer may assess a carry charge of 1.5 percent per month on progress payments not made within thirty (30) days of the date of invoice, which charge CLIENT warrants will be paid on demand. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed amount resolved in favor of the CLIENT. ENGINEER may, in its sole discretion and without notice, suspend its services hereunder should CLIENT not pay in full any amount invoiced within thirty (30) days of the date of invoice. ENGINEER further reserves the right to withhold from CLIENT any instruments of ENGINEER's services pending payment on CLIENT's account.
- 2.2 **Reimbursable Expenses** Expenditures made by the ENGINEER, its employees or its consultants in the interest of the project, including but not limited to: transportation, subsistence and lodging when traveling in connection with the project; long distance or toll telephone calls, telegrams, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the project; reproduction, postage and handling of drawings, specifications, reports or other project-related documents; computer time including charges for proprietary programs, renderings or models, project-related documents; computer time including charges for proprietary programs, renderings or models.

### ARTICLE 3- SPECIAL TERMS AND CONDITIONS

- 3.1 **Construction Estimates** ENGINEER's opinions, if any, of probable construction costs, quantities or times are subject to change and are contingent upon persons and factors over which ENGINEER has no control. ENGINEER does not guarantee the accuracy of such estimates.
- 3.2 **Record Documents** Any record documents provided or drafted by ENGINEER are based upon information provided by the contractor, who is to document variations between design and actual

construction. ENGINEER is entitled to rely upon and has no legal or contractual duty to verify the accuracy of such information and does not warrant the accuracy of record documents.

- 3.3 **Access** CLIENT warrants timely access for ENGINEER, et al. to all property reasonably necessary to the performance of their services.
- 3.4 **Problem Notification** CLIENT will provide prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the services being performed under this agreement. The purpose of the notice is to allow the ENGINEER an opportunity to correct the problem consistent with its desire to provide quality engineering services.
- 3.5 **Construction Services** ENGINEER's construction observation or monitoring services, if any or unless specified otherwise, are neither exhaustive nor continuous and consist solely of periodic visits to the project site to determine whether construction is progressing in general conformance with the plans and specifications. ENGINEER is not responsible for the timeliness, means, methods or sequences of construction nor for the safety of workers or others at or near the project site. ENGINEER does not guaranty the performance of the contractor, subcontractors, suppliers or others providing labor, material or services for the project, nor is it responsible for their acts, errors or omissions. Unless expressly agreed otherwise, ENGINEER's compensation for any such services contemplates one (1) construction contract being let and construction completion within the specified time period. Should more than one (1) construction contract be let or said period for construction be exceeded through no fault of ENGINEER, ENGINEER's compensation shall be equitably adjusted. Should ENGINEER not be retained to provide construction observation, monitoring, or similar services, CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. based in whole or in part upon actual or alleged defects in construction, workmanship and/or materials; excepting those arising out of the indemnitee's sole negligence.
- 3.6 **Site Conditions** Unless expressly agreed otherwise, ENGINEER's services and compensation contemplate (i) the absence of Hazardous Materials on, in or under the project site or nearby properties and (ii) site conditions like those represented in information provided by, through or on behalf of CLIENT and/or those reasonably anticipated for a site of this nature and locality. Should such Materials be discovered or should actual conditions vary materially from those represented or anticipated, either party shall have an absolute and unconditional right to terminate or suspend this agreement. CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. actually or allegedly, directly or indirectly arising out of or related to (i) the detection, generation, presence, escape, release, discharge, movement, seepage, stabilization, abatement, handling, removal, transportation, storage or disposal of Hazardous Materials and/or (ii) any material change in represented or anticipated conditions; excepting those arising out of the indemnitee's sole negligence.

### ARTICLE 4 – CLAIMS AND DISPUTES

- 4.1 **Claims (or Claim)** Shall be defined as any and all claims, actions, causes of action, rights, demands, liabilities, damages, costs, expenses, and/or fees (incl. expert and attorneys) of any nature whatsoever actually or allegedly, directly or indirectly arising out of or related to the project, whether or not accrued, known, suspected, discovered, discoverable, and/or latent.
- 4.2 **Dispute Resolution** Any dispute related to this agreement, either parties' performance hereunder, and/or ENGINEER, et al.'s services shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or other formal adjudicative procedures.
- 4.3 **Limitation of Liability** In recognition and equitable allocation of the relative risks and benefits of the project, CLIENT limits, to the fullest extent permitted by law, the total aggregate liability of ENGINEER, et al. to CLIENT and all contractors, subcontractors and suppliers on all Claims arising out of, on or related to the project, to the ENGINEERS contract value or \$50,000, whichever is less. Prior to the initiation of ENGINEER's services hereunder, this limit may be increased up to ENGINEER's then effective insurance limit upon mutual agreement and CLIENT's payment of an additional fee of 0.5% of the amount of any increase in coverage. To the fullest extent permitted by law, CLIENT waives and agrees to hold harmless, indemnify and defend ENGINEER, et al. from and against any and all Claims against ENGINEER, et al. in excess of the limit established hereby; excepting those arising out of the indemnitee's sole negligence. ENGINEER, et al. are not liable to CLIENT for consequential or incidental damages for any Claim.
- 4.4 **Jurisdiction; Venue** This agreement shall be interpreted and enforced according to the laws of the State of Utah. Venue of any litigation arising out of or related to this agreement or the services hereunder provided shall be exclusively in Salt Lake County, State of Utah.
- 4.5 **Force Majeure** Any default in the performance of this agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: act of God, government, or public enemy; strike; embargo; fire, flood, epidemic, unusually severe weather and/or other extraordinary natural event or disaster; and/or quarantine.
- 4.6 **Attorneys Fees** In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party as a result thereof, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.
- 4.7 **Severability Waiver** In the event any provision of this agreement is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver of a breach of any provision is not a waiver of a subsequent breach of the same or any other provision.
- 4.8 **Third Party Rights** No third party beneficiary rights are created by this agreement, nor does this agreement create any cause of action in favor of any third party against either party hereto.
- 4.9 **Limitation Periods** Statutory periods of limitation for CLIENT Claims against ENGINEER, et al., shall begin to run no later than the date of substantial completion, the date of occupancy of the project or the portion of the project as to which the Claim is made, or the date of abandonment of the project, whichever date is earliest.
- 4.10 **Mediation** In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association (AAA) currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in Writing with the other party to this agreement and with the AAA. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Authority from Client for Notice to Proceed

Date

Printed Name:

Title:



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                 |                                                                                      |                |                  |
|---------------------------------|--------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | Eagle Mountain City Parks, Trails, & Open Space Master Plan Update - MHTN Architects |                |                  |
| <b>ITEM TYPE:</b>               | Bid Award                                                                            |                |                  |
| <b>FISCAL IMPACT:</b>           | \$50,000                                                                             |                |                  |
| <b>APPLICANT:</b>               | Brad Hickman                                                                         |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                  | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**PREPARED BY:**

Brad Hickman, Parks and Recreation

**RECOMMENDATION:**

Staff recommends that the City Council award a bid to MHTN Architects to update the Eagle Mountain City Parks, Trails, & Open Space Master Plan, and authorize the Mayor to execute the contract.

**BACKGROUND:**

The City's Parks, Trails & Open Space Master Plan was completed in 2009 and needs to be updated. The Master Plan will provide an inventory of all parks, trails, and open space, as well as the amenities included at each site. Once the inventory is complete, staff will work to determine the needed amenities for future City growth.

The committee selected three applicants to present proposals regarding the Master Plan update. After reviewing the submitted proposals and applicant presentations, the committee selected MHTN Architects to complete the project.

**Attachments:**

[Bid Opening Form Eagle Mountain City Parks, Trails & Open Space Master Plan Update](#)

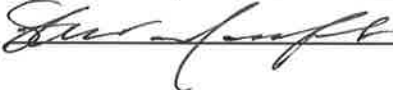
EAGLE MOUNTAIN CITY

**BID OPENING FOR**

Eagle Mountain City Parks, Trails & Open Space Master Plan

| Bidder |                      | Bid Amount  |
|--------|----------------------|-------------|
| 1.     | GSBS Architects      | \$45,000.00 |
| 2.     | Psomas               | \$50,000.00 |
| 3.     | MHTN Architects      | \$50,000.00 |
| 4.     | Conservation Technix | \$49,930.00 |
| 5.     | STI Outdoors         | \$49,500.00 |
| 6.     |                      |             |
| 7.     |                      |             |
| 8.     |                      |             |
| 9.     |                      |             |
| 10.    |                      |             |
| 11.    |                      |             |
| 12.    |                      |             |
| 13.    |                      |             |
| 14.    |                      |             |
| 15.    |                      |             |
| 16.    |                      |             |
| 17.    |                      |             |
| 18.    |                      |             |
| 19.    |                      |             |
| 20.    |                      |             |

Witnessed By:



**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                        |                                                           |                       |                         |
|----------------------------------------|-----------------------------------------------------------|-----------------------|-------------------------|
| <b>TITLE:</b>                          | 2020 Eagle Mountain Slurry Seal Project - Morgan Pavement |                       |                         |
| <b>ITEM TYPE:</b>                      | Bid Award                                                 |                       |                         |
| <b>FISCAL IMPACT:</b>                  | \$418,123.34 from G.L.#10-41-44100-5122                   |                       |                         |
| <b>APPLICANT:</b>                      | Zac Hilton                                                |                       |                         |
| <b>GENERAL PLAN DESIGNATION</b><br>N/A | <b>CURRENT ZONE</b><br>N/A                                | <b>ACREAGE</b><br>N/A | <b>COMMUNITY</b><br>N/A |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

N/A

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

N/A

**PREPARED BY:**

Zac Hilton, Public Works

**RECOMMENDATION:**

Staff recommends the City Council award the 2020 Eagle Mountain Slurry Seal Project to Morgan Pavement in the amount of \$418,123.34 and authorize the Mayor to sign the contract.

**BACKGROUND:**

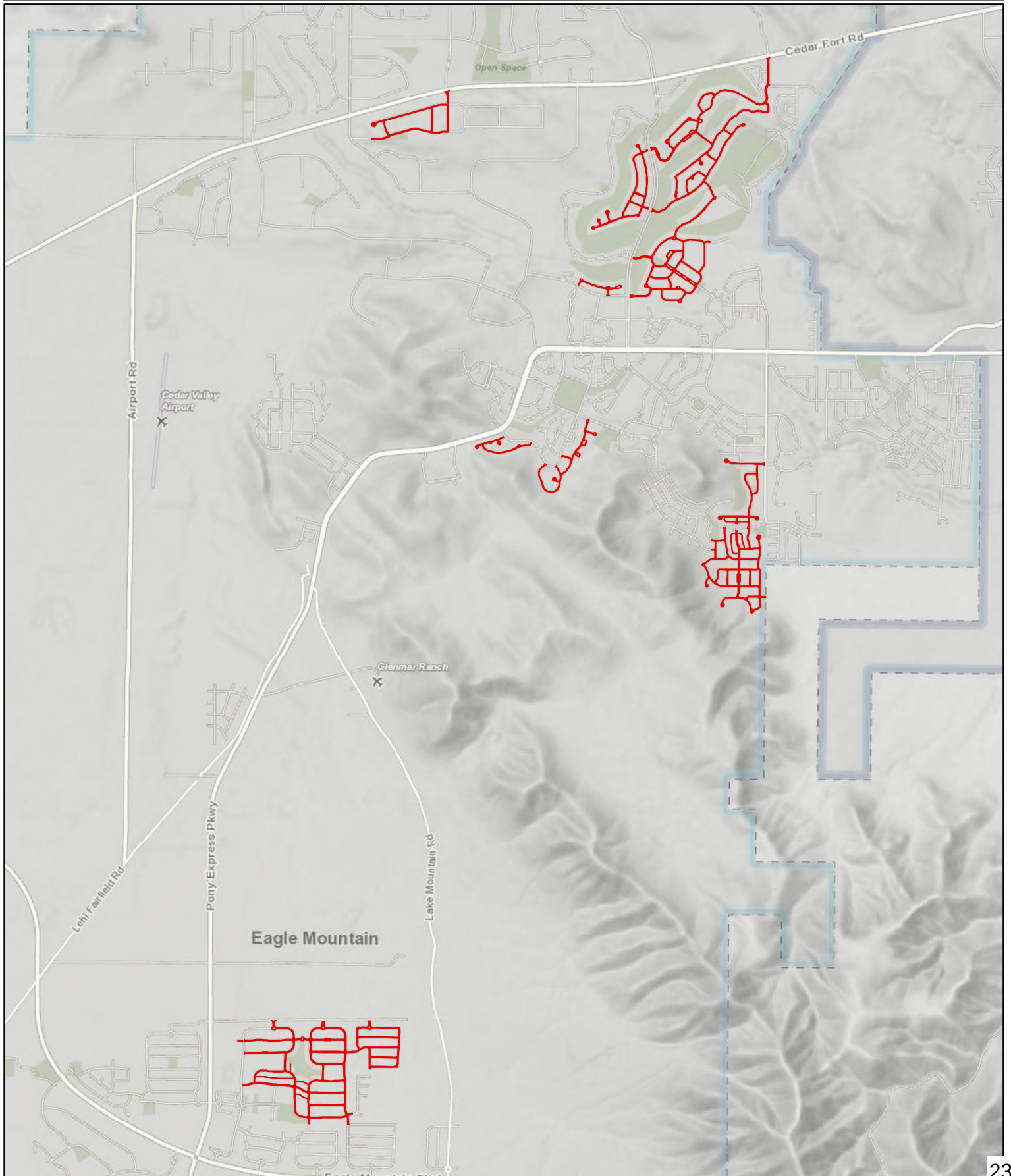
Eagle Mountain City requested bids for the placement of a polymer modified type II slurry seal on 3,264,260 square feet of residential roadways. This project is budgeted for in G.L.# 10--41-44100-5122 and will be completed by June 30, 2020. See attached maps for locations. Contractors bid totals are: Morgan Pavement \$418,123.34; Asphalt Preservation \$484,284.86; American Pavement \$502,615; M&M Asphalt \$505,779.60; and Intermountain Slurry Seal \$514,774.25.

**Attachments:**

[2020 Slurry Seal Map](#)

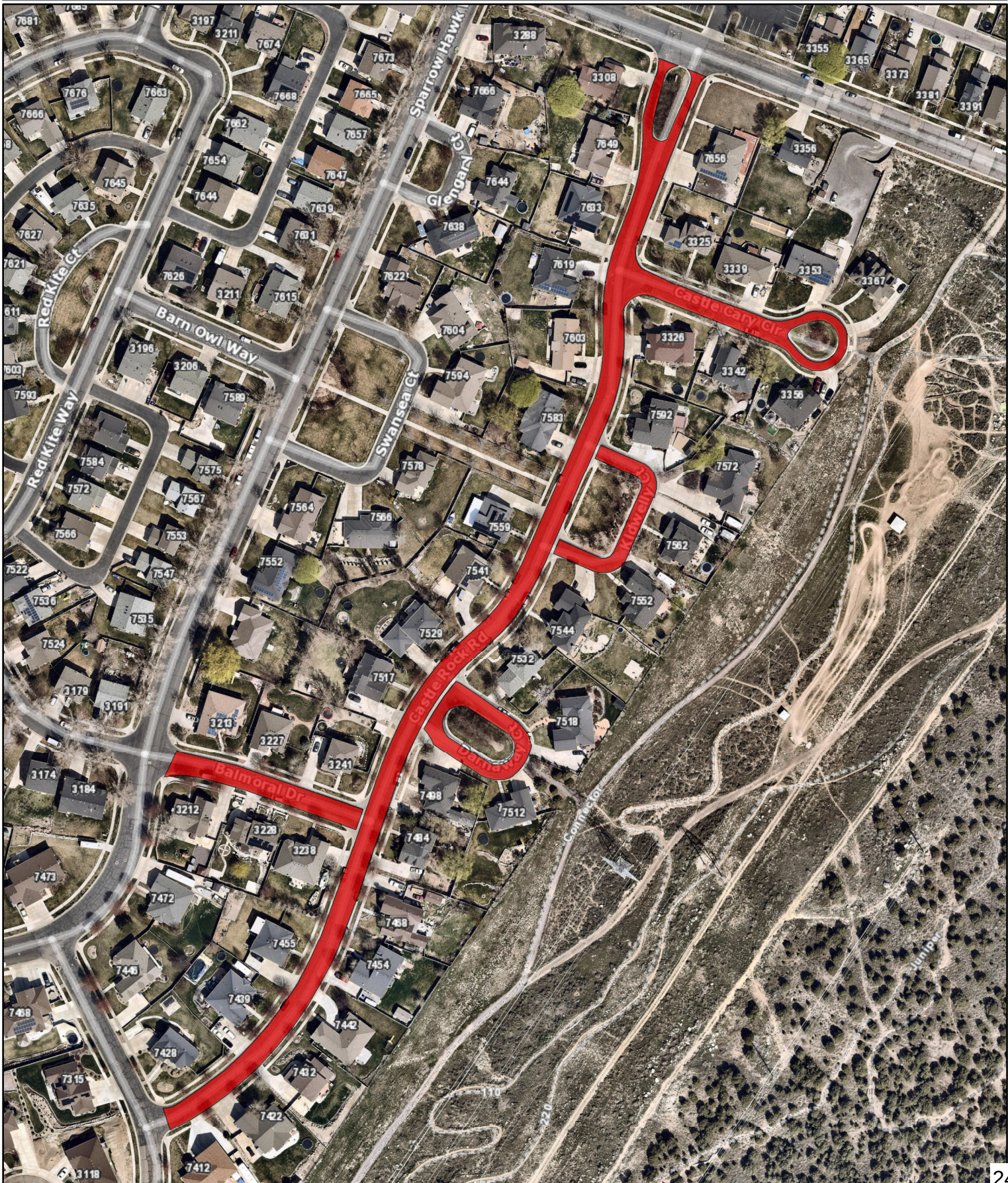
[Slurry Seal 2020 Map - Alternates](#)

# Slurry Seal Overview Map: 3,008,843 SQFT





Castle Rock: 68,521 SQFT





|                                   |
|-----------------------------------|
| <b>Cedar Trails: 152,272 SQFT</b> |
|-----------------------------------|



A horizontal number line is shown with tick marks at 0, 200, 400, and 800. The unit is labeled "Feet". A black bar is drawn from 0 to 200. A white bar is drawn from 200 to 400. A black bar is drawn from 400 to 800.





## Eagle's Gate: 340,960 SQFT



A horizontal number line representing distance in feet. The line starts at 0 on the left and ends at 1,200 on the right. Major tick marks are labeled at 0, 300, 600, and 1,200. The segment of the line between 300 and 600 is highlighted in white, while the rest of the line is black.





Fremont Springs: 88,000 SQFT





# Heatherwood on the Green: 45,669 SQFT



0 100 200 400 Feet

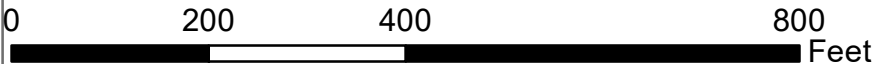




Hidden Canyon: 69,411 SQFT

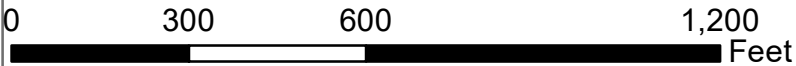
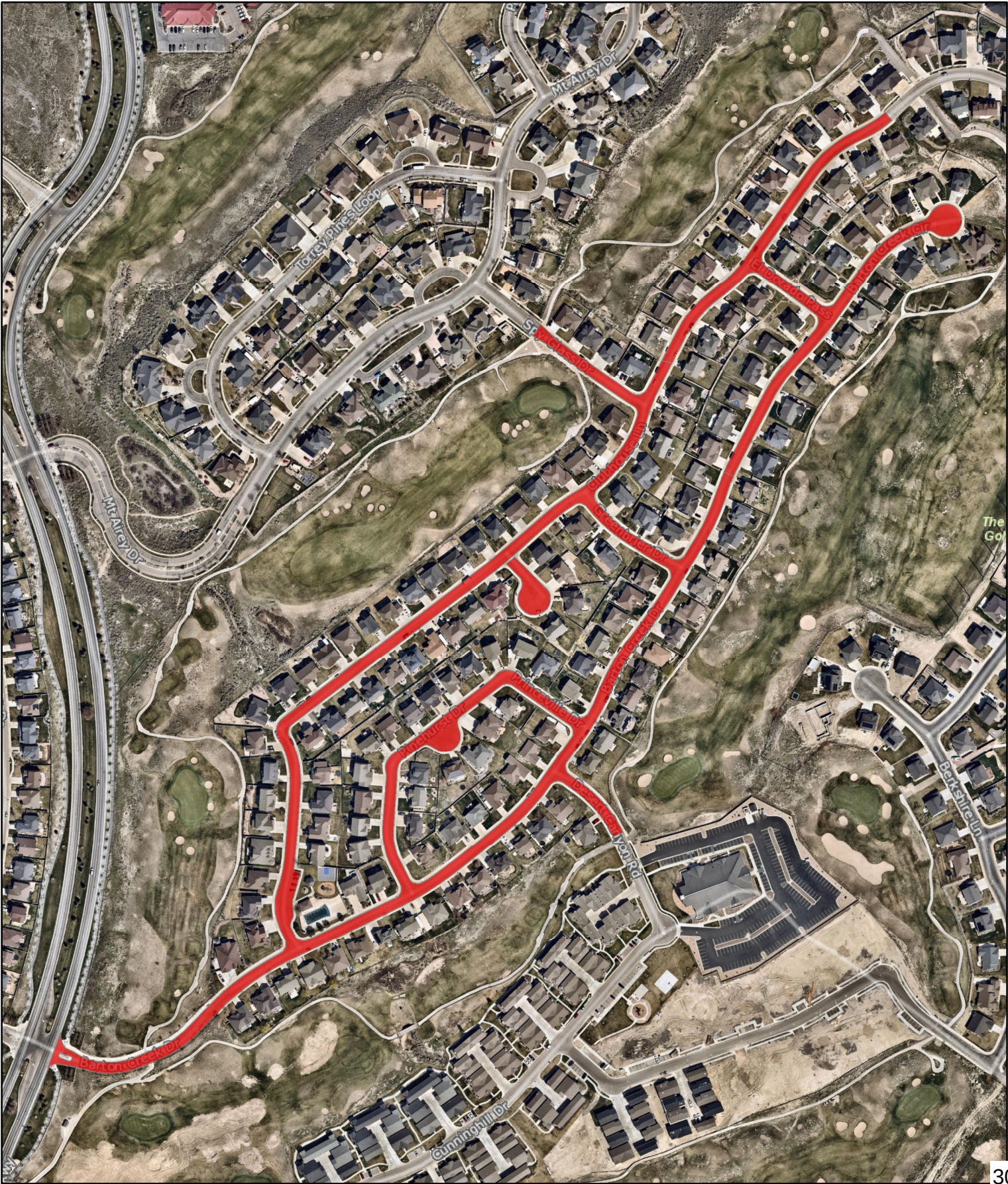


Eagle Mountain



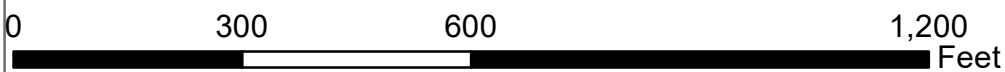


Highlands on the Green: 240,490 SQFT





# Highlands at the Ranches: 189,074 SQFT



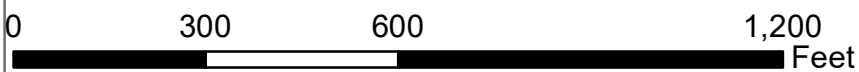


This aerial map shows a residential development with a proposed road network highlighted in red. The central feature is a long, winding road labeled 'Kennekuk Ln'. To the left, 'Half Mile Rd' runs vertically, intersecting the highlighted road. Below this, 'Gallo Ave' and 'Cedar Springs Rd' are also visible. The area is densely packed with houses, many of which have their addresses labeled. A large, undeveloped area is visible in the upper right corner, and a construction site is located in the lower left. The map is oriented with North at the top.

32  
N

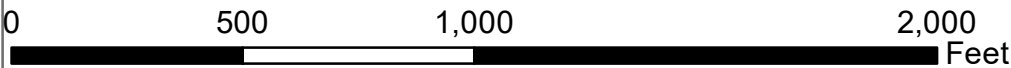


# Kiowa Valley: 489,996 SQFT



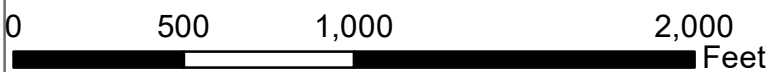
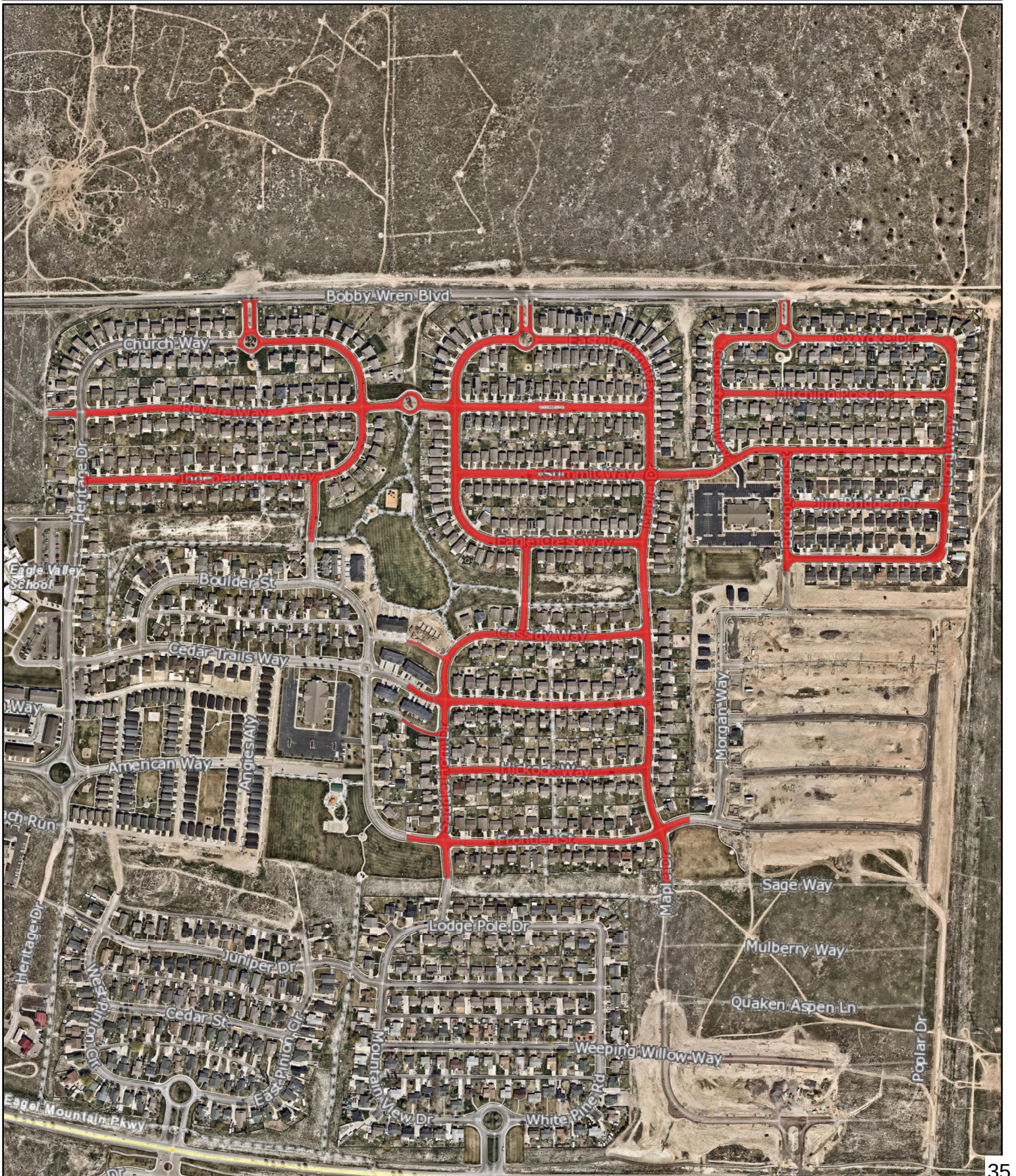


Mt Aiery: 278,507 SQFT





# Pioneer Addition: 766,874 SQFT





# Point Lookout: 57,496 SQFT



0 100 200 400 Feet



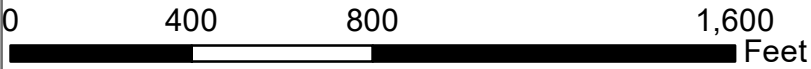


This aerial map shows a residential neighborhood with a red boundary line. The boundary starts at the top left, follows a path through the neighborhood, and ends at the bottom right. The area is surrounded by houses and some commercial buildings. A scale bar indicates 1/2 mile.

37  
N



Alternates: Stonebridge and Fridays's Station - 255,417 SQFT





# Friday's Station: 52,766 SQFT



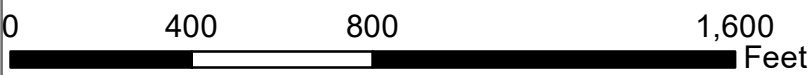
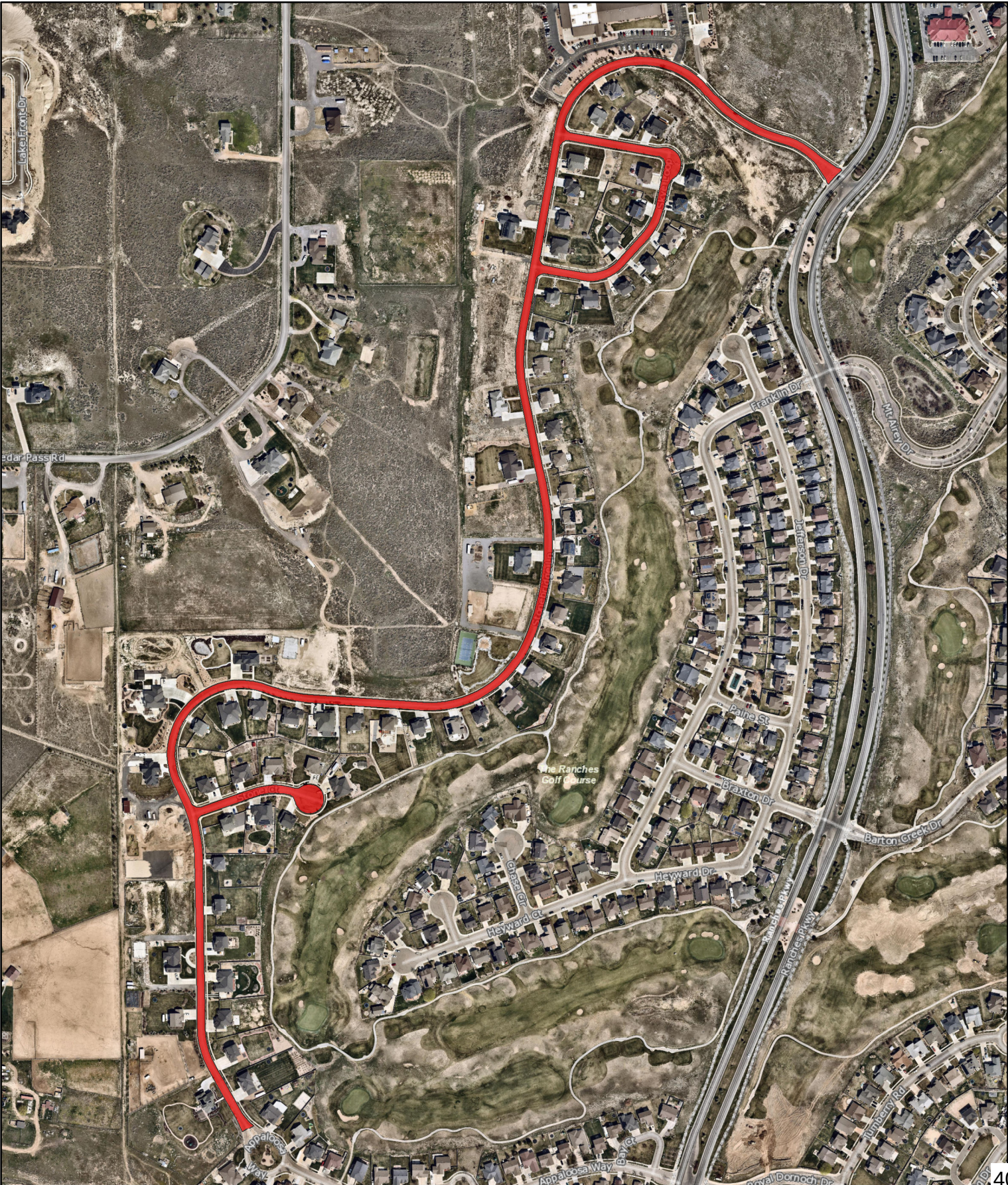
0 200 400 800 Feet

39





Stonebridge: 203,651 SQFT







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

Wednesday, March 4, 2020

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

**SUBJECT: Oak Hollow phase "A" plat 5 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.

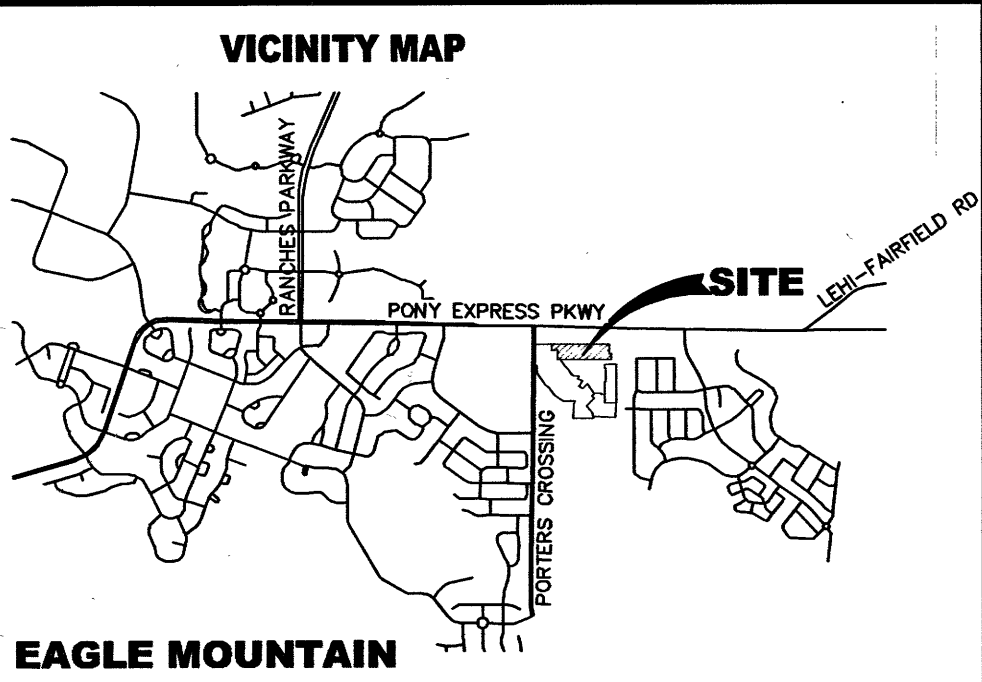
Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

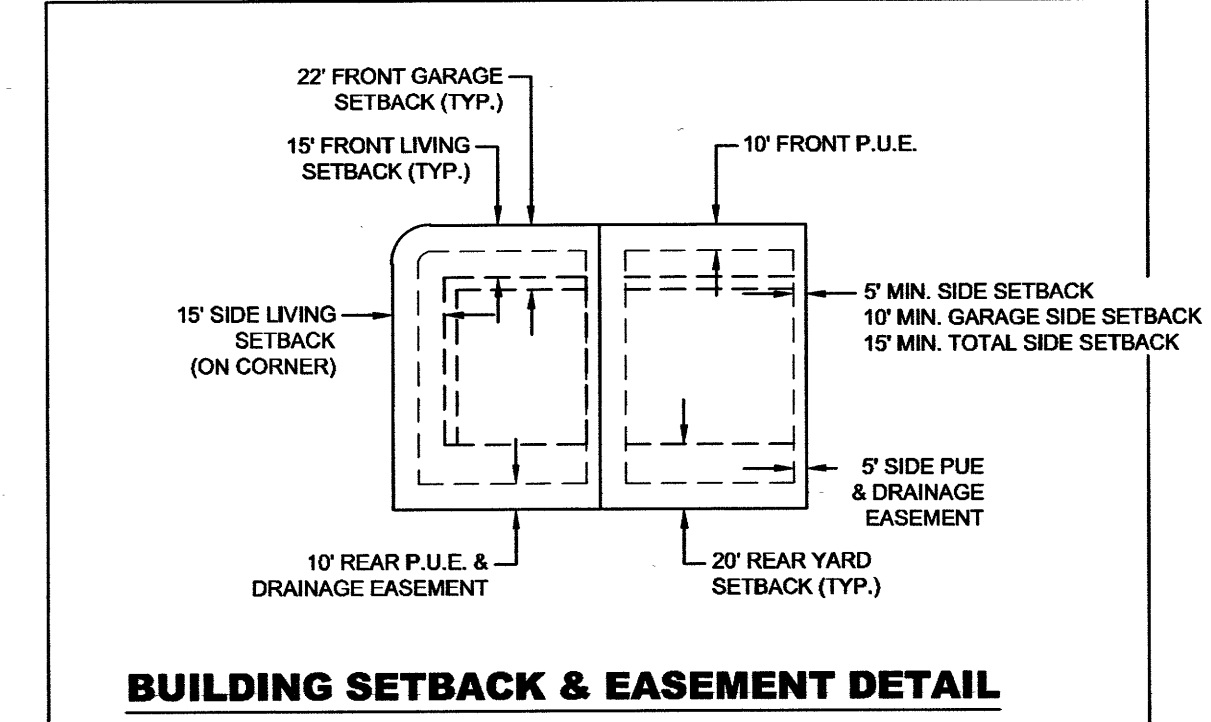
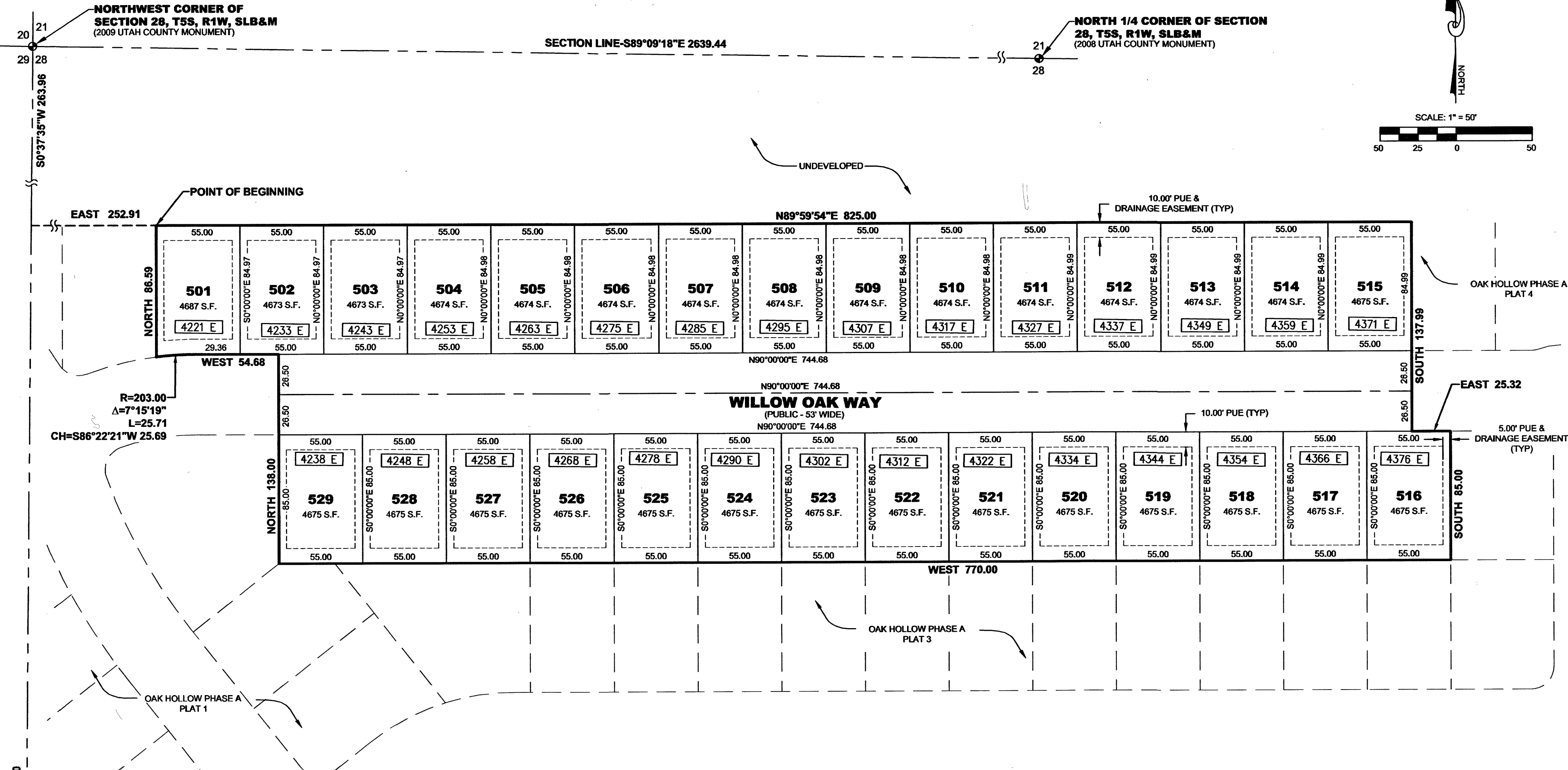




# OAK HOLLOW

## PHASE A PLAT 5

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, T5S, R1W, SLB&M  
EAGLE MOUNTAIN, UTAH



**LEI**  
An Utah Corporation  
ENGINEERS  
SURVEYORS  
PLANNERS  
3302 N. Main Street  
Spanish Fork, UT 84643  
Phone: 801.798.9399  
Fax: 801.798.9399  
office@lei-eng.com  
www.lei-eng.com

WEST 1/4 CORNER OF SECTION  
28, T5S, R1W, SLB&M  
(1959 UTAH COUNTY MONUMENT)

**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)(i) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:  
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY.  
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS.  
(3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND UTILITY FACILITIES  
(4) ANY OTHER PROVISION OF LAW.

**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.  
*Marissa Caldwell* 11/12/18  
DATE

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

**BOUNDARY DESCRIPTION**  
A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT POINT LOCATED S0°37'35\"/>

**OWNERS DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 9<sup>th</sup> DAY OF November, A.D. 2018  
*Tavis Stolk*  
Tavis Stolk Assistant Secretary  
Fieldstone Oak Hollow LLC.

**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**  
STATE OF UTAH S.S.  
COUNTY OF UTAH  
ON THIS 9<sup>th</sup> DAY OF November, A.D. 2018, PERSONALLY APPEARED BEFORE ME *Tavis Stolk* THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE ASSISTANT SECRETARY OF Fieldstone Oak Hollow, A LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

**ACCEPTANCE BY LEGISLATIVE BODY**  
THE CITY COUNCIL OF Eagle Mountain City, 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 19 DAY OF November, A.D. 2018  
APPROVED BY MAYOR *Chris J. Tuckey* APPROVED BY CITY ATTORNEY *Jeffery Smith*  
ENGINER (See Seal Below) CLERK-RECORDER (See Seal Below)

**DOMINION ENERGY ACCEPTANCE**  
DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE 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 ACCEPTANCE, APPROVAL OR 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 ENERGY'S RIGHT OF WAY DEPARTMENT AT 1-800-368-8532.  
APPROVED THIS 13 DAY OF November, 2018  
BY: *Jeffery Smith* JEFFERY SMITH, UTAH COUNTY RECORDER  
TITLE: *gas account support rep*

**PHASE A PLAT 5**  
**OAK HOLLOW**  
SUBDIVISION  
EAGLE MOUNTAIN UTAH COUNTY, UTAH  
SCALE: 1" = 50'

SURVEYOR'S SEAL: CHAD A. POULSEN, No. 501182, 11/12/18  
NOTARY PUBLIC SEAL: *Chad A. Poulsen*  
CITY-COUNTY ENGINEER SEAL: *Chris J. Tuckey*  
COUNTY-RECORDER SEAL: JEFFERY SMITH, UTAH COUNTY RECORDER, 2018 Nov 21 2:31 PM FEE \$9.00 BY BA, RECORDED FOR EAGLE MOUNTAIN CITY

16338





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

Wednesday, March 11, 2020

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

**SUBJECT: Pony Express Town Homes 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.

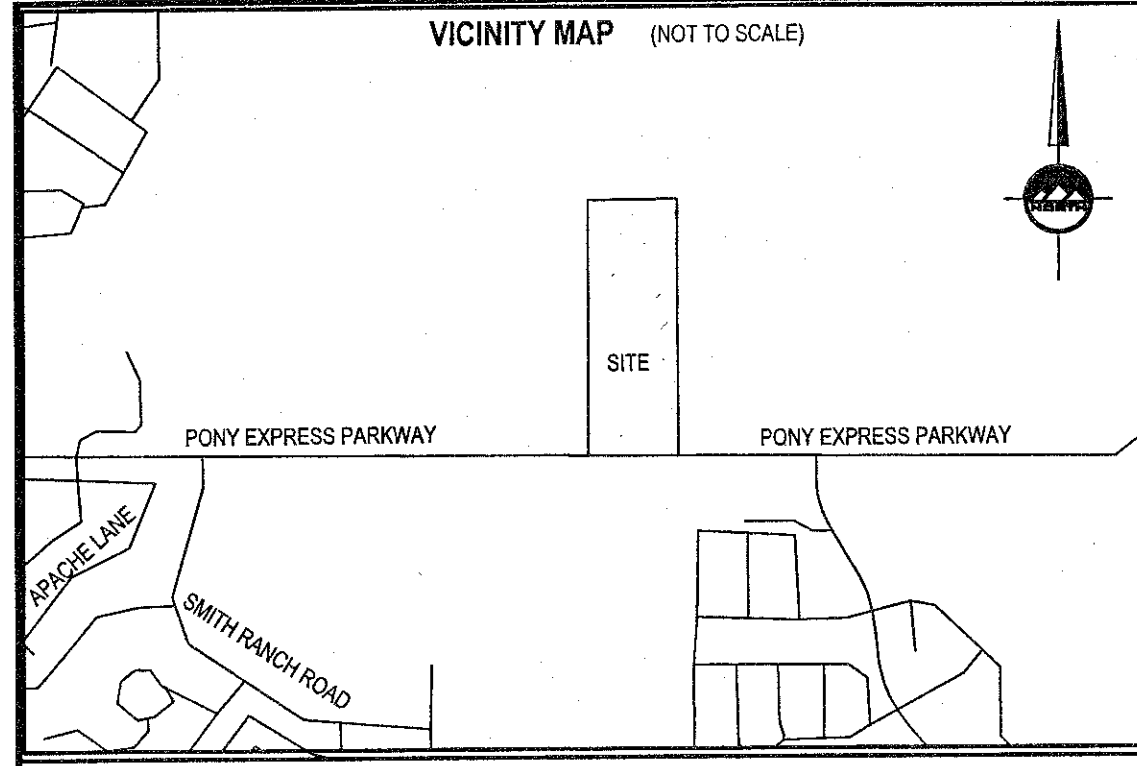
Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

*for Robert Balch*  
Christopher T. Trusty, P.E.  
Engineering Director  
Eagle Mountain City

Cc: Fionnuala Kofoed, City Recorder

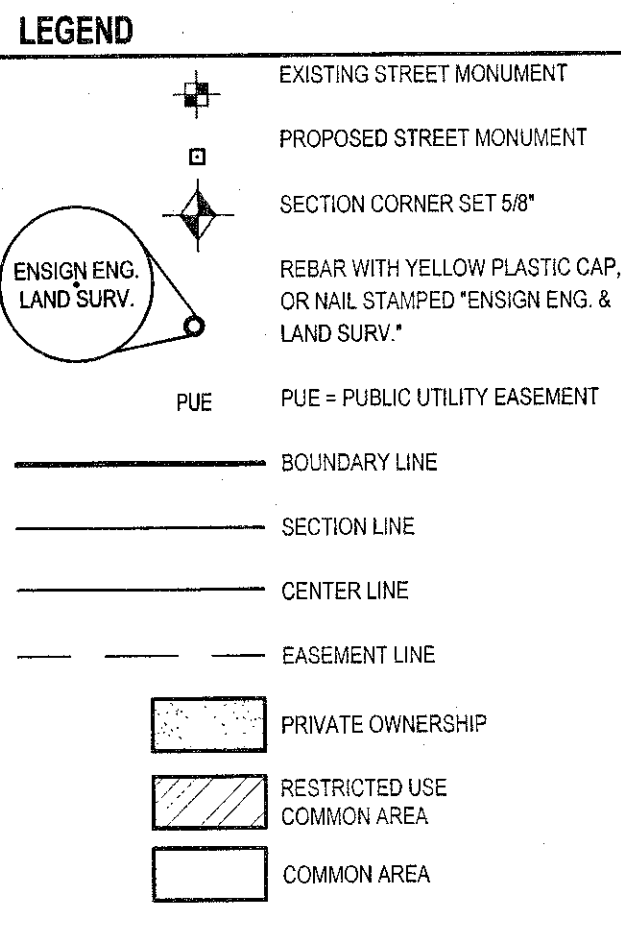
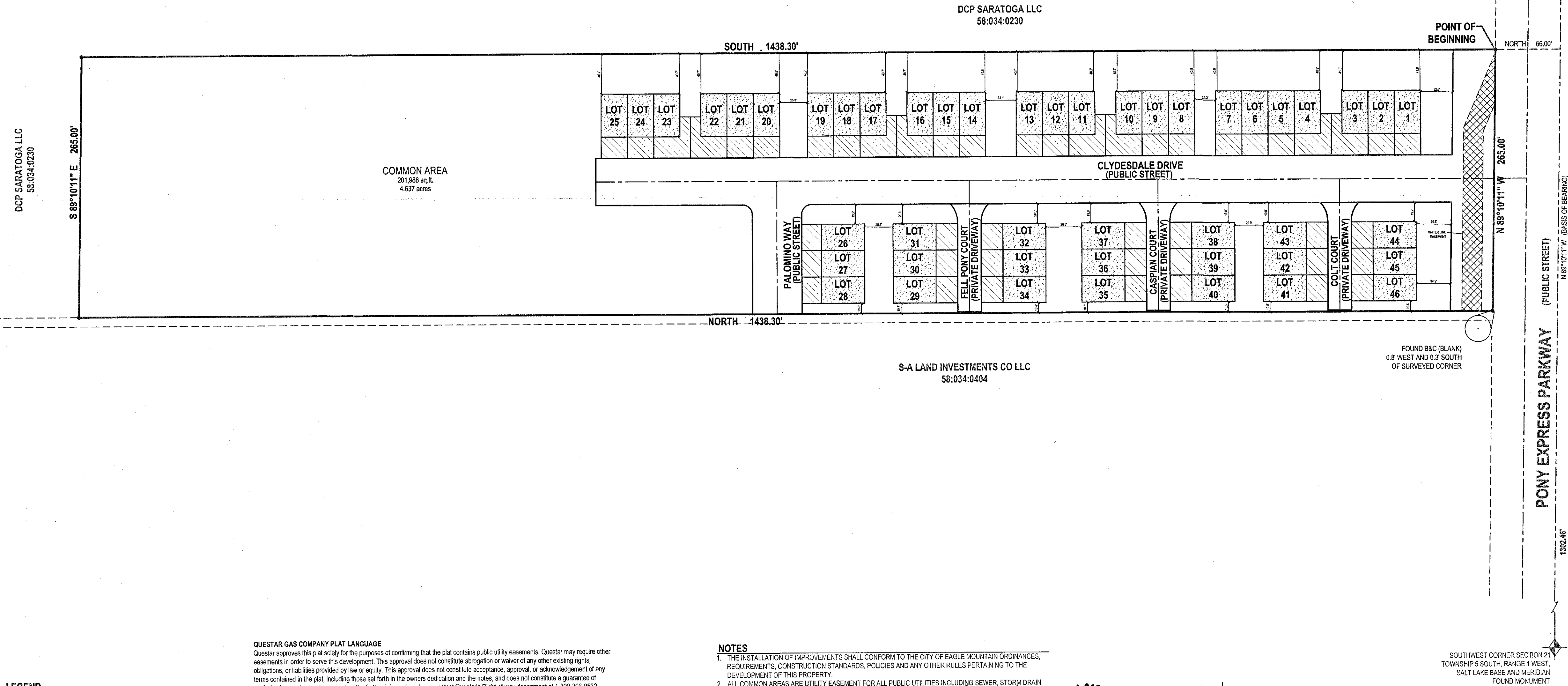




# PONY EXPRESS TOWNHOMES

**FINAL PLAT**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SOUTH QUARTER CORNER SECTION 21  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
FOUND MONUMENT



**QUESTAR GAS COMPANY PLAT LANGUAGE**  
Questar approves this plat solely for the purposes of confirming that the plat contains public utility easements. Questar 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 Questar's Right-of-way department at 1-800-366-8532.

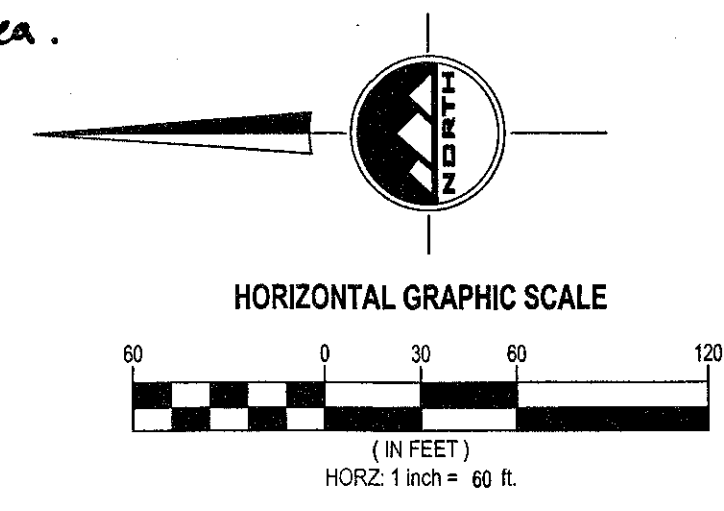
Approved this 17 day of September, 2015  
By [Signature]  
Title President  
Questar Gas Company

**ROCKY MOUNTAIN POWER PLAT LANGUAGE**  
1. Pursuant to Utah Code Ann § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.  
2. Pursuant to Utah Code Ann § 17-27-a-6(3)(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:  
2.1. A recorded easement or right-of-way  
2.2. The law applicable to prescriptive rights  
2.3. Title 54, Chapter 8a, Damage to Underground Utility Facilities, or  
2.4. Any other provision of law

[Signature] 9/14/15  
Rocky Mountain Power DATE

**DIRECT COMMUNICATIONS PLAT LANGUAGE**  
Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the developer under the Direct Communications Cedar Valley P.S.C. Utah No. 1 Tariff.  
[Signature] 9-14-15  
DIRECT COMMUNICATIONS DATE

- NOTES**
- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO THE CITY OF EAGLE MOUNTAIN ORDINANCES, REQUIREMENTS, CONSTRUCTION STANDARDS, POLICIES AND ANY OTHER RULES PERTAINING TO THE DEVELOPMENT OF THIS PROPERTY.
  - ALL COMMON AREAS ARE UTILITY EASEMENT FOR ALL PUBLIC UTILITIES INCLUDING SEWER, STORM DRAIN AND WATER FACILITIES TO THE CITY OF EAGLE MOUNTAIN. Including Restricted Common Area.
  - PUE TO BE AVAILABLE FOR THE MAINTENANCE AND INSTALLATION OF ALL PUBLICLY USED UTILITIES INCLUDING STORM DRAIN, SEWER, WATER, GAS AND POWER.
  - WATER LINES UP TO AND INCLUDING THE METER UP TO AND INCLUDING THE METER ARE DEDICATED TO EAGLE MOUNTAIN.
  - PROPERTY IS CURRENTLY ZONED AS RESIDENTIAL.
  - ALL COMMON AREAS TO BE MAINTAINED BY THE HOA.
  - ALL RESTRICTED COMMON USE AREAS TO BE MAINTAINED BY THE HOMEOWNER AND THE HOA AS DESCRIBED IN THE CC&RS.



| LAND USE TABLE                   |                     |          |         |
|----------------------------------|---------------------|----------|---------|
| PRIVATE BUILDING AREA            | = 55,141 SF         | 1.266 AC | 14.47%  |
| RESTRICTED USE COMMON AREA       | = 39,250 SF         | 0.901 AC | 10.30%  |
| AREA DEDICATED TO EAGLE MOUNTAIN | = 58,761 SF         | 1.349 AC | 15.42%  |
| COMMON AREA                      | = 227,959 SF        | 5.233 AC | 59.81%  |
| TOTAL AREA                       | = 381,110 SF        | 8.749 AC | 100.00% |
|                                  |                     |          |         |
| TOTAL NUMBER OF UNITS            | = 46                |          |         |
| DENSITY                          | = 5.25 UNITS / ACRE |          |         |

SEE SHEET 2 FOR LOT AND ROAD DIMENSIONS

**DEVELOPER**  
LAKE CITY CUSTOM HOMES  
65 NORTH 300 EAST  
AMERICAN FORK, UTAH 84003  
PHONE: (801) 347-6712  
FAX: (801) 618-4052

**SHEET 1 OF 2**  
PROJECT NUMBER: 5407  
MANAGER: RGE  
DRAWN BY: KFW  
CHECKED BY: PMH  
DATE: 9/10/15



**SALT LAKE CITY**  
45 W. 10000 S., Suite 500  
Sandy, UT 84070  
Phone: 801.255.0329  
Fax: 801.255.4449  
WWW.ENSIGNENG.COM

**LAYTON**  
Phone: 801.541.1100  
**TOOELE**  
Phone: 435.943.3590  
**CEAR CITY**  
Phone: 435.855.1433  
**RICHFIELD**  
Phone: 435.886.2983

**APPROVAL AS TO FORM**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D.  
BY THE CITY ATTORNEY.  
CITY ATTORNEY

**SURVEYOR'S CERTIFICATE**  
I, KAREN F. WHITE, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 191326, 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 subdivided said tract of land into lots and streets, hereafter to be known as:  
**PONY EXPRESS TOWNHOMES**  
and that the same has been surveyed and staked on the ground as shown on this plat.  
Date Sept 14, 2015  
KAREN F. WHITE  
PLS NO. 191326

**BOUNDARY DESCRIPTION**  
Beginning at a point on the Northerly Right-of-Way Line of Pony Express Parkway, which point is North 89°10'11" West along the Section line 1336.74 feet and North 66.00 feet from the South Quarter Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running  
thence North 89°10'11" West 265.00 feet parallel to the Section Line and along the North Right-of-Way Line of said Pony Express Parkway;  
thence North 1438.30 feet;  
thence South 89°10'11" East 265.00 feet;  
thence South 1438.30 feet to the point of beginning.  
Contains 381,110 Square Feet or 8.749 Acres and 46 Townhomes

ENT 84771:2015 Map 4 14763  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Sep 16 11:50 pm FEE 106.00 BY ED  
RECORDED FOR EAGLE MOUNTAIN CITY

**OWNERS 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, COMMON AREAS, 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 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.

OWNERS:  
PRINTED NAME OF OWNER: Pony Express Partners LLC  
AUTHORIZED SIGNATURE(S): [Signature]  
Dated 10/10/15

**ACKNOWLEDGMENT**  
ON THE 14th day of September, 2015, I, [Signature], PERSONALLY APPEARED BEFORE ME, Amelia Ekstein, a Notary Public in and for the State of Utah, and acknowledged to me that they executed the foregoing Dedication for and on behalf of the Owners who daily acknowledge to me that the Owners Dedication was executed by them on behalf of the Owners.  
MY COMMISSION EXPIRES: 12/4/2018  
COMMISSION NUMBER: 1680231  
NOTARY PUBLIC  
Amelia Ekstein  
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 15 DAY OF September, 2015.  
APPROVED BY MAYOR: [Signature]  
CITY COUNCILMAN: [Signature]  
ATTEST BY CITY RECORDER: [Signature]  
(SEE SEAL BELOW) (SEE SEAL BELOW)

**PONY EXPRESS TOWNHOMES**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,  
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

CITY ENGINEER'S SEAL

CLERK-RECORDER SEAL

SEC. 21-5-W TU-038  
44



PONY EXPRESS TOWNHOMES

FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

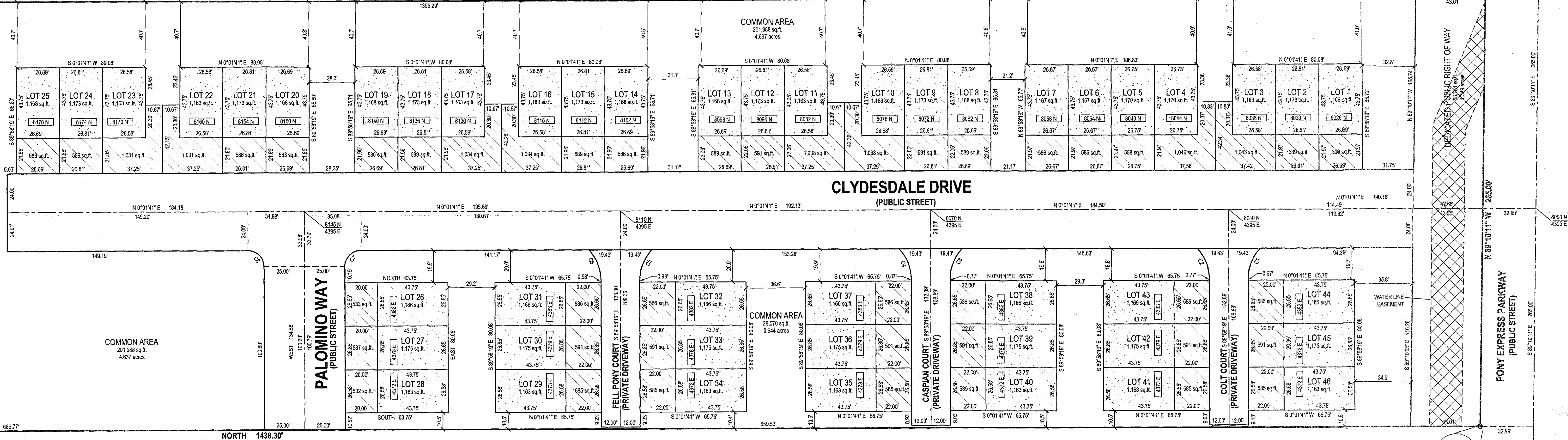
DCP SARATOGA LLC

58:034:0230

SOUTH QUARTER CORNER SECTION 21  
TOWNSHIP 5 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
FOUND MONUMENT

POINT OF  
BEGINNING

SOUTH 1438.30'



S-A LAND INVESTMENTS CO LLC

58:034:0404

FOUND B&C (BLANK)  
0.8' WEST AND 0.3' SOUTH  
OF SURVEYED CORNER

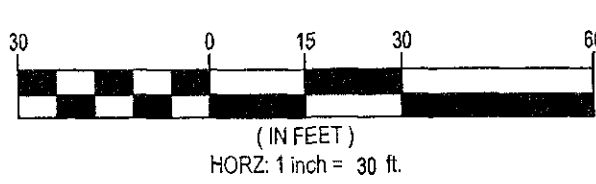
LEGEND

- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SECTION CORNER SET 5/8"
- REBAR WITH YELLOW PLASTIC CAP,  
OR NAIL STAMPED "ENSGN ENG. &  
LAND SURV."
- PUE = PUBLIC UTILITY EASEMENT
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- EASEMENT LINE
- PRIVATE OWNERSHIP
- RESTRICTED USE
- COMMON AREA

NOTES

- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO THE CITY OF EAGLE MOUNTAIN ORDINANCES, REQUIREMENTS, CONSTRUCTION STANDARDS, POLICIES AND ANY OTHER RULES PERTAINING TO THE DEVELOPMENT OF THIS PROPERTY.
- ALL COMMON AREAS ARE UTILITY EASEMENT FOR ALL PUBLIC UTILITIES INCLUDING SEWER, STORM DRAIN AND WATER FACILITIES TO THE CITY OF EAGLE MOUNTAIN, INCLUDING RESTRICTED COMMON AREA.
- PUE TO BE AVAILABLE FOR THE MAINTENANCE AND INSTALLATION OF ALL PUBLICLY USED UTILITIES INCLUDING STORM DRAIN, SEWER, WATER, GAS AND POWER.
- WATER LINES UP TO AND INCLUDING THE METER UP TO AND INCLUDING THE METER ARE DEDICATED TO EAGLE MOUNTAIN.
- PROPERTY IS CURRENTLY ZONED AS RESIDENTIAL.
- ALL COMMON AREAS TO BE MAINTAINED BY THE HOA.
- ALL RESTRICTED COMMON USE AREAS TO BE MAINTAINED BY THE HOMEOWNER AND THE HOA AS DESCRIBED IN THE COARS.

HORIZONTAL GRAPHIC SCALE



| CURVE | RADIUS | LENGTH | DELTA     | BEARING     | CHORD  |
|-------|--------|--------|-----------|-------------|--------|
| C1    | 28.00' | 20.88' | 42°43'56" | N68°39'22"W | 20.40' |
| C2    | 28.00' | 20.88' | 42°43'56" | N68°39'43"E | 20.40' |
| C3    | 28.00' | 20.88' | 42°43'56" | N68°39'22"W | 20.40' |
| C4    | 28.00' | 20.88' | 42°43'56" | N68°39'43"E | 20.40' |
| C5    | 28.00' | 20.88' | 42°43'56" | N68°39'22"W | 20.40' |
| C6    | 28.00' | 20.88' | 42°43'56" | N68°39'43"E | 20.40' |
| C7    | 10.00' | 15.50' | 88°59'26" | N44°08'23"W | 14.03' |
| C8    | 10.00' | 15.70' | 89°58'19" | N45°00'50"E | 14.14' |

SOUTHWEST CORNER SECTION 21  
TOWNSHIP 5 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
FOUND MONUMENT

PONY EXPRESS TOWNHOMES

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,  
EAGLE MOUNTAIN, UTAH COUNTY, UTAH

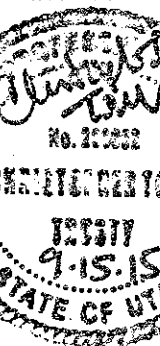
SURVEYOR'S SEAL



NOTARY PUBLIC SEAL



CITY ENGINEER'S SEAL



CLERK/RECORDER SEAL



DEVELOPER  
LAKE CITY CUSTOM HOMES  
65 NORTH 300 EAST  
AMERICAN FORK, UTAH 84003  
PHONE: (801) 347-6112  
FAX: (801) 618-4052

SHEET 2 OF 2

PROJECT NUMBER: 5407  
MANAGER: ROE  
DRAWN BY: KFW  
CHECKED BY: PMH  
DATE: 9/10/15



SALT LAKE CITY  
45 W. 10000 S., Suite 500  
Sandy, UT 84070  
Phone: 801.255.0529  
Fax: 801.255.4449  
WWW.ENSGNENG.COM

LAYTON  
Phone: 801.341.1100  
TODDLE  
Phone: 801.341.1200  
CELANO CITY  
Phone: 801.341.1400  
RICHFIELD  
Phone: 801.341.1500

14763 sheet 2 of 2





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

Tuesday, February 25, 2020

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

**SUBJECT: Trailhead Townhomes 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.

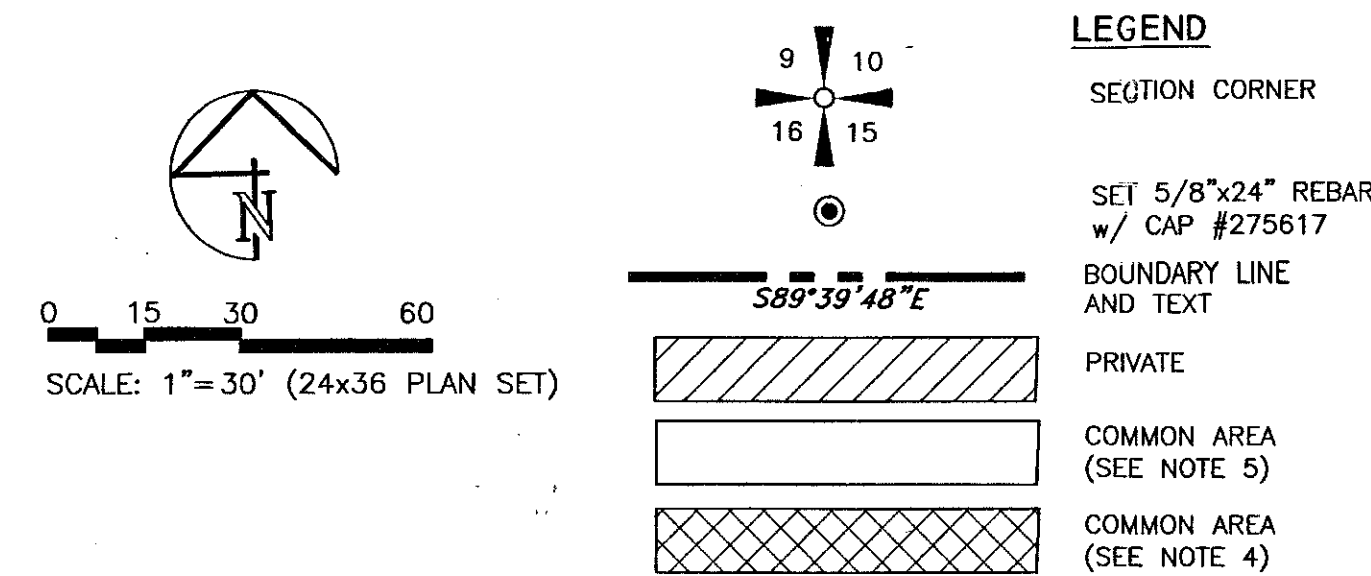
Please contact me should you have any comments, questions, or concerns. Thank you.

Sincerely,

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

Cc: Fionnuala Kofoed, City Recorder

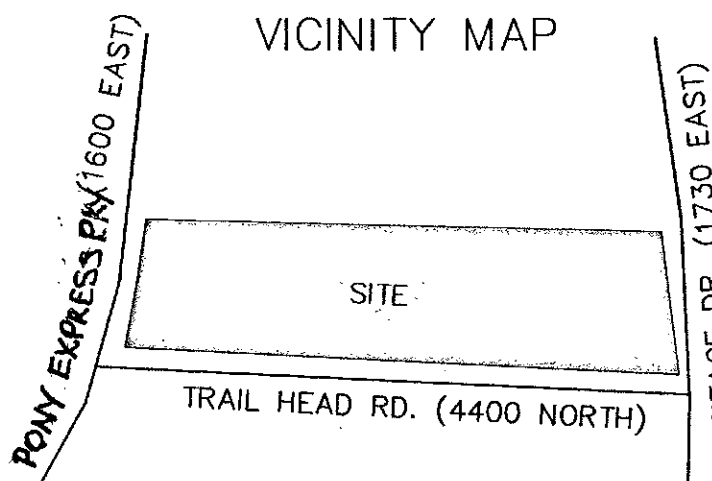




# TRAILHEAD A PLANNED UNIT DEVELOPMENT

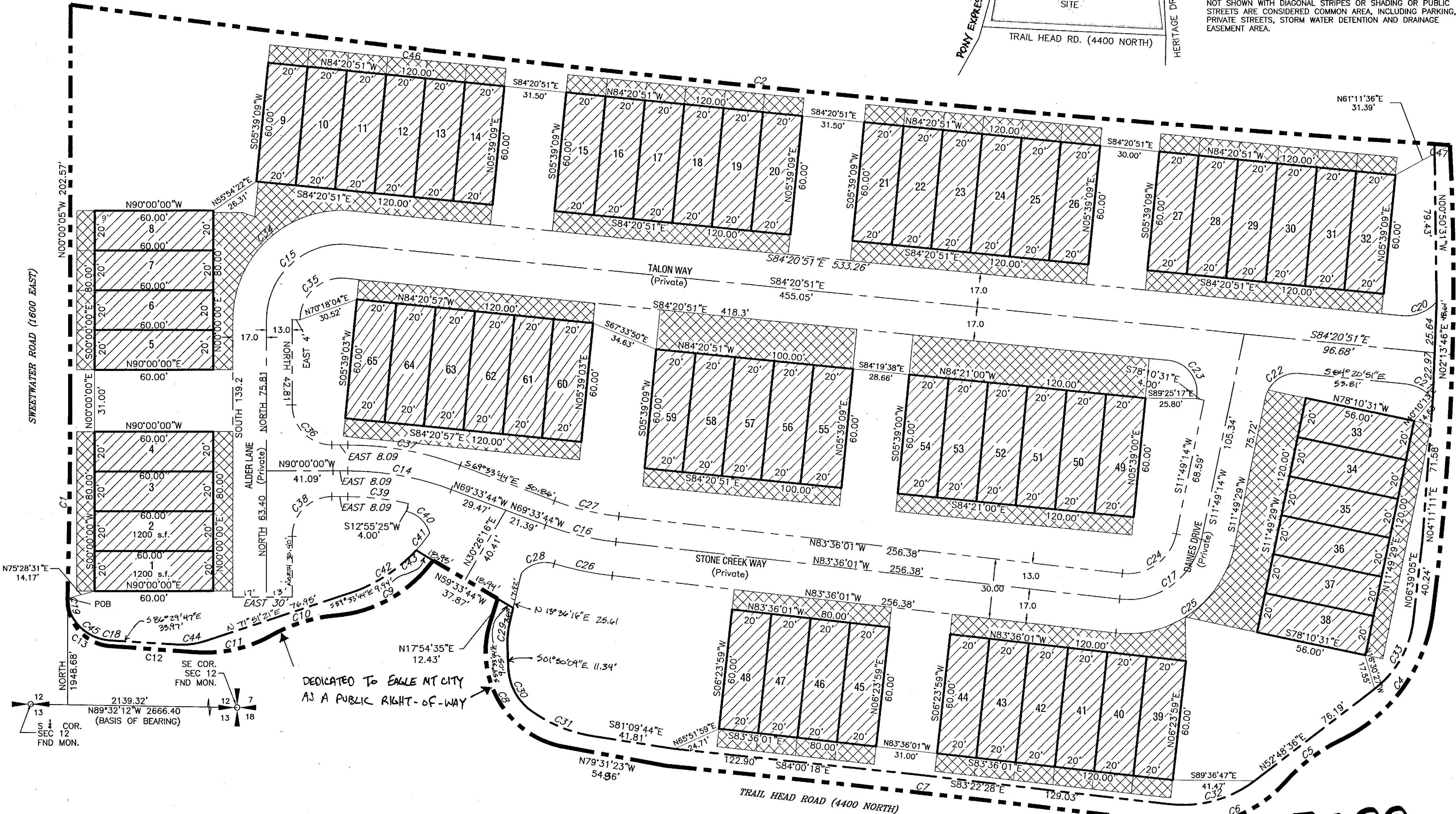
AMENDED PLAT "A"  
PART OF THE SOUTHEAST QUARTER OF SECTION 12,  
TOWNSHIP 6 SOUTH, RANGE 2 WEST,  
SALT LAKE BASELINE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH

## VICINITY MAP



## NOTES

1. THE PURPOSE OF THIS SURVEY WAS TO AMEND THE PLAT OF TRAILHEAD A PLANNED UNIT DEVELOPMENT PLAT "A" RECORDED ON JUNE 3, 2008 UNDER ENTRY 64747. THE SURVEY WAS REQUESTED BY TRAVIS TAYLOR.
2. THE BASIS OF BEARING IS N 89°32'12" W BETWEEN THE SOUTH QUARTER CORNER AND SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST OF THE SALT LAKE BASELINE AND MERIDIAN.
3. ALL COMMON AND LIMITED COMMON AREAS ARE CONSIDERED TO BE PUBLIC UTILITY EASEMENTS FOR ALL UTILITY, IRRIGATION AND DRAINAGE PURPOSES. THIS INCLUDES THE INGRESS/EGRESS AREA.
4. ALL DRIVEWAYS, PATIOS, DECKS AND BALCONIES ON EACH UNIT CONTAINED WITHIN THE PROJECT ARE CONSIDERED LIMITED COMMON AREAS. THEY ARE SET ASIDE AND RESERVED FOR THE USE OF THE RESPECTIVE UNIT TO WHICH THEY ARE ATTACHED AND/OR APPURTENANT.
5. ALL OTHER AREAS CONTAINED WITHIN THE PROJECT, BUT NOT SHOWN WITH DIAGONAL STRIPES OR SHADING OR PUBLIC STREETS ARE CONSIDERED COMMON AREA, INCLUDING PARKING, PRIVATE STREETS, STORM WATER DETENTION AND DRAINAGE EASEMENT AREA.



| ADDRESS/UNIT AREA TABLE |                       |           |     | ADDRESS/UNIT AREA TABLE   |           |     |                           | ADDRESS/UNIT AREA TABLE |     |         |          |
|-------------------------|-----------------------|-----------|-----|---------------------------|-----------|-----|---------------------------|-------------------------|-----|---------|----------|
| LOT                     | ADDRESS               | LOT AREA  | LOT | ADDRESS                   | LOT AREA  | LOT | ADDRESS                   | LOT AREA                | LOT | ADDRESS | LOT AREA |
| 1                       | 4367 NORTH ALDER LANE | 1200 s.f. | 23  | 1697 EAST TALON WAY       | 1200 s.f. | 45  | 1690 EAST STONE CREEK WAY | 1200 s.f.               |     |         |          |
| 2                       | 4371 NORTH ALDER LANE | 1200 s.f. | 24  | 1703 EAST TALON WAY       | 1200 s.f. | 46  | 1686 EAST STONE CREEK WAY | 1200 s.f.               |     |         |          |
| 3                       | 4375 NORTH ALDER LANE | 1200 s.f. | 25  | 1707 EAST TALON WAY       | 1200 s.f. | 47  | 1682 EAST STONE CREEK WAY | 1200 s.f.               |     |         |          |
| 4                       | 4381 NORTH ALDER LANE | 1200 s.f. | 26  | 1711 EAST TALON WAY       | 1200 s.f. | 48  | 1678 EAST STONE CREEK WAY | 1200 s.f.               |     |         |          |
| 5                       | 4389 NORTH ALDER LANE | 1200 s.f. | 27  | 1715 EAST TALON WAY       | 1200 s.f. | 49  | 1674 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 6                       | 4393 NORTH ALDER LANE | 1200 s.f. | 28  | 1721 EAST TALON WAY       | 1200 s.f. | 50  | 1670 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 7                       | 4397 NORTH ALDER LANE | 1200 s.f. | 29  | 1727 EAST TALON WAY       | 1200 s.f. | 51  | 1666 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 8                       | 4401 NORTH ALDER LANE | 1200 s.f. | 30  | 1731 EAST TALON WAY       | 1200 s.f. | 52  | 1662 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 9                       | 1633 EAST TALON WAY   | 1200 s.f. | 31  | 1735 EAST TALON WAY       | 1200 s.f. | 53  | 1658 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 10                      | 1637 EAST TALON WAY   | 1200 s.f. | 32  | 1739 EAST TALON WAY       | 1200 s.f. | 54  | 1654 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 11                      | 1641 EAST TALON WAY   | 1200 s.f. | 33  | 4384 NORTH DAINES DRIVE   | 1120 s.f. | 55  | 1650 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 12                      | 1645 EAST TALON WAY   | 1200 s.f. | 34  | 4380 NORTH DAINES DRIVE   | 1120 s.f. | 56  | 1646 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 13                      | 1649 EAST TALON WAY   | 1200 s.f. | 35  | 4374 NORTH DAINES DRIVE   | 1120 s.f. | 57  | 1642 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 14                      | 1653 EAST TALON WAY   | 1200 s.f. | 36  | 4370 NORTH DAINES DRIVE   | 1120 s.f. | 58  | 1638 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 15                      | 1657 EAST TALON WAY   | 1200 s.f. | 37  | 4366 NORTH DAINES DRIVE   | 1120 s.f. | 59  | 1634 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 16                      | 1661 EAST TALON WAY   | 1200 s.f. | 38  | 4362 NORTH DAINES DRIVE   | 1120 s.f. | 60  | 1630 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 17                      | 1665 EAST TALON WAY   | 1200 s.f. | 39  | 1720 EAST STONE CREEK WAY | 1200 s.f. | 61  | 1626 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 18                      | 1669 EAST TALON WAY   | 1200 s.f. | 40  | 1716 EAST STONE CREEK WAY | 1200 s.f. | 62  | 1622 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 19                      | 1673 EAST TALON WAY   | 1200 s.f. | 41  | 1712 EAST STONE CREEK WAY | 1200 s.f. | 63  | 1618 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 20                      | 1677 EAST TALON WAY   | 1200 s.f. | 42  | 1708 EAST STONE CREEK WAY | 1200 s.f. | 64  | 1614 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 21                      | 1681 EAST TALON WAY   | 1200 s.f. | 43  | 1702 EAST STONE CREEK WAY | 1200 s.f. | 65  | 1610 EAST TALON WAY       | 1200 s.f.               |     |         |          |
| 22                      | 1685 EAST TALON WAY   | 1200 s.f. | 44  | 1698 EAST STONE CREEK WAY | 1200 s.f. |     |                           |                         |     |         |          |

| CURVE TABLE |        |          |           |        |               |
|-------------|--------|----------|-----------|--------|---------------|
| CURVE       | LENGTH | RADIUS   | DELTA     | CHORD  | CHORD BEARING |
| C1          | 95.57  | 3641.24  | 1°30'14"  | 95.57  | N00°47'58"E   |
| C2          | 701.49 | 10334.40 | 3°53'21"  | 701.35 | S84°14'11"E   |
| C3          | 234.43 | 1313.13  | 10°13'43" | 234.11 | S02°02'20"W   |
| C4          | 83.36  | 83.00    | 57°36'30" | 79.90  | S35°55'27"W   |
| C5          | 35.17  | 87.00    | 23°09'34" | 34.93  | S53°06'55"W   |
| C6          | 61.12  | 63.00    | 55°35'25" | 58.76  | S69°19'50"W   |
| C7          | 260.07 | 10021.00 | 1°29'13"  | 260.06 | N83°37'04"W   |
| C8          | 79.51  | 48.26    | 94°24'02" | 70.82  | N29°24'56"W   |
| C9          | 58.08  | 68.00    | 48°56'09" | 56.33  | S60°43'12"W   |
| C10         | 34.71  | 82.00    | 24°14'59" | 34.43  | S73°03'47"W   |
| C11         | 39.54  | 68.00    | 33°19'12" | 38.99  | S77°35'53"W   |
| C12         | 41.73  | 10057.00 | 0°14'16"  | 41.73  | N85°53'35"W   |
| C13         | 36.60  | 25.00    | 83°53'07" | 33.42  | N44°02'06"W   |
| C14         | 53.51  | 150.00   | 20°26'12" | 53.22  | N79°46'52"W   |
| C15         | 63.44  | 38.00    | 95°39'09" | 56.32  | N47°49'35"E   |

| CURVE | LENGTH | RADIUS | DELTA     | CHORD | CHORD BEARING |
|-------|--------|--------|-----------|-------|---------------|
| C16   | 36.75  | 150.00 | 14°02'17" | 36.66 | S76°34'53"E   |
| C17   | 56.09  | 38.00  | 84°34'39" | 51.14 | N54°06'44"E   |
| C18   | 28.87  | 25.00  | 66°10'17" | 27.29 | N52°53'31"W   |
| C19   | 7.73   | 25.00  | 17°42'51" | 7.70  | N10°56'57"W   |
| C20   | 19.72  | 21.00  | 52°17'45" | 19.00 | S68°45'11"W   |
| C21   | 16.17  | 21.00  | 44°07'12" | 15.77 | N62°17'15"W   |
| C22   | 23.41  | 16.00  | 83°49'41" | 21.38 | S53°44'19"W   |
| C23   | 26.86  | 16.00  | 96°10'19" | 23.81 | N36°15'49"W   |
| C24   | 36.90  | 25.00  | 84°34'39" | 33.64 | S54°06'44"W   |
| C25   | 81.19  | 55.00  | 84°34'39" | 74.01 | S54°06'44"W   |
| C26   | 30.00  | 16.00  | 10°17'29" | 29.96 | N78°27'17"W   |
| C27   | 33.57  | 137.00 | 14°02'17" | 33.48 | N76°34'53"W   |
| C28   | 18.21  | 16.00  | 65°12'28" | 17.24 | S74°05'14"W   |
| C29   | 10.78  | 40.00  | 15°26'26" | 10.75 | S05°53'04"W   |
| C30   | 25.82  | 28.00  | 52°50'19" | 24.92 | S28°15'19"E   |
| C31   | 33.75  | 73.00  | 26°29'16" | 33.45 | S67°55'06"E   |

| CURVE | LENGTH | RADIUS   | DELTA     | CHORD  | CHORD BEARING |
|-------|--------|----------|-----------|--------|---------------|
| C32   | 45.88  | 60.00    | 43°48'56" | 44.77  | N74°43'04"E   |
| C33   | 40.28  | 50.00    | 46°09'31" | 39.20  | N69°43'50"E   |
| C34   | 91.82  | 55.00    | 95°39'09" | 81.52  | S47°49'35"W   |
| C35   | 35.06  | 21.00    | 95°39'09" | 31.13  | S47°49'35"W   |
| C36   | 31.42  | 20.00    | 90°00'00" | 28.28  | S45°00'00"W   |
| C37   | 58.14  | 163.00   | 20°26'16" | 57.84  | S79°46'52"E   |
| C38   | 31.42  | 20.00    | 90°00'00" | 28.28  | N45°00'00"E   |
| C39   | 30.90  | 137.00   | 12°55'25" | 30.84  | S83°32'18"E   |
| C40   | 16.92  | 16.00    | 60°35'23" | 16.14  | S46°46'54"E   |
| C41   | 10.96  | 79.00    | 7°57'11"  | 10.93  | S38°55'05"W   |
| C42   | 39.93  | 79.00    | 28°57'44" | 39.51  | S37°32'28"W   |
| C43   | 50.90  | 79.00    | 36°54'46" | 50.02  | S33°23'58"W   |
| C44   | 14.74  | 39.00    | 21°38'53" | 14.65  | S82°40'47"W   |
| C45   | 25.46  | 24.00    | 60°46'29" | 24.28  | N56°06'32"W   |
| C46   | 693.68 | 10334.40 | 3°50'45"  | 693.55 | S84°12'53"W   |
| C47   | 7.80   | 10334.40 | 0°2'36"   | 7.80   | S86°9'34"E    |

## 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 SUBDIVIDED 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.

## BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT N89°32'12"W 2,139.32 FEET ALONG THE SECTION LINE AND NORTH 1,948.68 FEET FROM THE SE CORNER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3,641.24 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 95.57 FEET, THROUGH A CENTRAL ANGLE OF 01°30'14" (CHORD BEARS N00°47'58"E 95.57 FEET); THENCE N00°00'00"W 202.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 10,334.40 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 701.49 FEET THROUGH A CENTRAL ANGLE OF 03°53'21" (CHORD BEARS S84°14'11"E 701.35 FEET) TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,313.13 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 234.43 FEET THROUGH A CENTRAL ANGLE OF 10°13'43" (CHORD BEARS S02°02'20"W 234.11 FEET) TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 83.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 83.36 FEET THROUGH A CENTRAL ANGLE OF 57°32'30" (CHORD BEARS S35°55'27"W 79.90 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 87.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 35.17 FEET THROUGH A CENTRAL ANGLE OF 23°09'34" (CHORD BEARS S53°06'55"W 34.93 FEET) TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 63.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 61.12 FEET THROUGH A CENTRAL ANGLE OF 55°35'25" (CHORD BEARS S69°19'50"W 58.76 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10,021.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 260.07 FEET THROUGH A CENTRAL ANGLE OF 01°29'13" (CHORD BEARS N83°37'04"W 260.06 FEET); THENCE N79°46'52"W 54.86 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 48.26 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 79.51 FEET THROUGH A CENTRAL ANGLE OF 84°24'02" (CHORD BEARS N29°24'56"W 70.82 FEET); THENCE N175°44'11"E 12.43 FEET; THENCE N59°33'44"W 37.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 58.08 FEET THROUGH A CENTRAL ANGLE OF 48°56'09" (CHORD BEARS S60°43'12"W 56.33 FEET) TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 34.71 FEET THROUGH A CENTRAL ANGLE OF 24°14'59" (CHORD BEARS S73°03'47"W 34.45 FEET) TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 39.54 FEET THROUGH A CENTRAL ANGLE OF 33°19'12" (CHORD BEARS S77°35'53"W 38.99 FEET) TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 10,057.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 41.73 FEET THROUGH A CENTRAL ANGLE OF 00°14'16" (CHORD BEARS N85°53'35"W 41.73 FEET) TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 36.60 FEET THROUGH A CENTRAL ANGLE OF 83°53'07" (CHORD BEARS N44°02'06"W 33.42 FEET) TO THE POINT OF BEGINNING.

CONTAINING 5.173 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.

STAN T. ROWLAN

J. THOMAS HOMES LLC

B.Y. WESTATES CONSTRUCTION LLC  
ITS MANAGER  
B.Y. STAN T. ROWLAN ITS MANAGER

## LIMITED LIABILITY ACKNOWLEDGEMENT

COUNTY OF Utah } ss  
STATE OF UTAH  
On this 6 day of June, A.D. 2016, personally appeared before me, Stan T. Rowlan, who being by me duly sworn did say, for him/herself, that he/she is the Manager/Member of Westates Construction, 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.

JOHN A. ROSE  
NOTARY PUBLIC STATE OF UTAH  
COMMISSIONS 870825  
COMM. EXP. 09-24-2017

## 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 THE PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC. THIS 16 DAY OF JUNE, A.D. 2016.

APPROVED BY MAYOR: Christopher T. Twest  
APPROVED BY CITY ENGINEER: Jeffrey Shiff  
(See Seal Below)

APPROVED BY CITY ATTORNEY: Jeffrey Shiff  
ATTEST: Jeffrey Shiff  
CITY RECORDER  
(See Seal Below)

## 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  
Dated: 4/12/16  
ROCKY MOUNTAIN POWER

## DIRECT COMMUNICATIONS

Direct Communications Cedar Valley, LLC certifies that it will provide telecommunications services to this subdivision utilizing the trenches provided by the Christopher T. Twest Utah No. 1 Tariff.  
Dated: 4-12-2016  
DIRECT COMMUNICATIONS

## TRAILHEAD A PLANNED UNIT DEVELOPMENT AMENDED PLAT "A"

PART OF THE SOUTHEAST QUARTER OF SECTION 12,  
TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN  
EAGLE MOUNTAIN, UTAH

SURVEYORS SEAL

NOTARY PUBLIC SEAL

CITY ENGINEERS SEAL

CLERK-RECORDER SEAL

PROFESSIONAL LAND SURVEYOR  
No. 275617  
BRIAN G. LYON  
STATE OF UTAH

NOTARY PUBLIC  
No. 16952  
CHRISTOPHER TODD  
TRUSTY  
JAN 20 16  
STATE OF UTAH

CITY ENGINEER  
No. 16952  
JEFFREY SHIFF  
STATE OF UTAH

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

EAGLE MOUNTAIN CITY COUNCIL  
APPROVED THIS 27 DAY OF April, A.D. 2016, BY THE EAGLE MOUNTAIN CITY COUNCIL  
EAGLE MOUNTAIN, MAYOR

EAGLE MOUNTAIN CITY ATTORNEY  
APPROVED THIS 27 DAY OF April, A.D. 2016, BY THE CITY  
ENGINEER Jeffrey Shiff  
EAGLE MOUNTAIN CITY ATTORNEY

QUESTAR GAS COMPANY  
QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE A GUARANTEE 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 QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.  
Approved this 12 day of April, 2016.  
QUESTAR Gas Company  
By: Robert Zhang  
Title: Pre-Construction

509 12-6-24 70-038  
(435) 1-65 Trailhead A





## EAGLE MOUNTAIN CITY COUNCIL MEETING MINUTES

February 18, 2020, 4:00 p.m.  
Eagle Mountain City Council Chambers  
1650 East Stagecoach Run, Eagle Mountain, Utah 84005

### 4:00 P.M. WORK SESSION — CITY COUNCIL CHAMBERS

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

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Fionnuala Kofoed, City Recorder; Jeremy Cook, City Attorney; Elizabeth Fewkes, Recording Secretary; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Aaron Sanborn, Economic Development Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Brad Hickman, Parks and Recreation Director; Ross Fowlks, Fire Chief; and Eric McDowell, Deputy Sheriff.

Mayor Westmoreland called the meeting to order at 4:03 p.m.

#### 1. CITY ADMINISTRATOR INFORMATION ITEMS

##### 1.A. DISCUSSION – Marketplace at Eagle Mountain Town Center

Community Development Director Steve Mumford presented background information regarding the Marketplace at Eagle Mountain Town Center to the City Council. The City Attorney determined that the project requires a rezone application. Mr. Mumford stated the applicant desires feedback from the City Council regarding the proposed sign height, building elevations, and rezoning a portion of the project to residential before submitting the rezone application.

Bill Gaskill, representing the owner Monte Vista Ranch, explained the Planning Commission recommended approval of the master site plan and preliminary plat on January 28. Mr. Gaskill requested feedback from the City Council regarding sign specifications and elevation requirements to facilitate his discussions and planning with potential business occupants, particularly for the anchor grocery store.

Mr. Gaskill proposed rezoning a section of the northern portion of the 36-acre property, adjacent to existing single-family homes, to Residential for 105 single-family units and 96 townhomes. Discussion ensued regarding the density of the proposed residential portion.

Councilmember Curtis expressed concern due to issues with past developments where residential units were completed, but the commercial property was not developed, as well as insufficient buffering between the residential and commercial areas. He said he was open to allowing residential if it were conditioned upon the completion of the commercial units. Discussion ensued regarding the specifications of Councilmember Curtis' suggestion.



Councilmember Love requested an extension of Raven Way to the south to route the increased traffic away from the surrounding neighborhoods and create a more direct turn to Eagle Mountain Boulevard.

Councilmember Clark said that locating residential units near the commercial could be a draw for buyers and supported Councilmember's Curtis' suggestion to condition the approval of the residential zone on the commercial construction as a compromise to meet both the City's and the developer's needs.

City Attorney Jeremy Cook stated the master development agreement could include verbiage to condition the residential construction upon the commercial development.

Mr. Gaskill expressed willingness to condition the approval of residential units upon construction of the anchor grocery store. In a previous project for another city, he was allowed to begin residential construction once he had a permit in place for the anchor store. He said the retention pond in the area would cause difficulties in extending Raven Way or installing a full-width road. He suggested incorporating a private road within the shopping center as an alternative solution to address traffic concerns. Discussion ensued regarding the potential specifications of a private road. Councilmember Curtis stated the need for an additional road for the traffic load increase due to the multifamily units.

Councilmember Burnham stated the residents of the Eagle Park subdivision travel through the Autumn Ridge neighborhood on Raven Way to reach Eagle Mountain Boulevard; residents of the proposed residential area would use the same route instead of a new road within the shopping center.

Discussion ensued regarding potential route options to prevent increasing traffic through the Autumn Ridge subdivision. Mr. Gaskill said he would consider the Council's suggestions and feedback to determine a solution to their traffic concerns.

Mr. Gaskill stated the northern commercial lot would be converted into office space, if he was unable to find a retail store for the location. He said the location makes it undesirable as a commercial space. Councilmember Curtis said that the roundabout at the entry to Eagle Park could increase the access making it viable as commercial property and would be a better use of the space due to the existing number of residential areas in the City.

Councilmember Love said filling lots A through K with businesses would be worth allowing a portion of the property to be rezoned to residential.

Mr. Gaskill presented proposed designs for exterior elevations to the Council. Councilmember Curtis stated the designs lacked all the elements necessary to meet Municipal Code.

Mr. Mumford stated the City would ensure an adequate wall would be constructed between the residential and commercial sections and presented the sign design options.



Mr. Gaskill explained the anchor grocery store is considering five different municipal locations and Eagle Mountain's Municipal Code height limit of ten feet is ten to twenty feet shorter than the other cities and below the grocer's desired sign height. He said a potential grocer is concerned about the visibility of a smaller sign and desires a 16-foot tall sign with two panels, which are 63-square feet in size, one stationary panel and one electronic panel. Municipal Code allows up to 100 square feet of panel area and prohibits electronic signs. Mr. Gaskill clarified the lights on the proposed signs are either haloed or backlit.

Mr. Mumford stated Ridley's Family Market was only permitted a ten-foot sign and expressed the opinion the allowed height provides inadequate signage for the other businesses in the shopping center and makes the City less competitive with cities that permit taller signs.

Councilmember Burnham proposed making sign size contingent upon the size of the business. Councilmember Curtis expressed concerns that electronic signs distract drivers and discouraged approving any exceptions. Councilmember Love stated the proposed signs would be appropriate due to the sign and building height ratios. Discussion ensued regarding sign height.

## 2. AGENDA REVIEW

### 9. AGREEMENTS

#### 9.A. IT Services Agreement with Executech, LLC

Economic Development Director Aaron Sanborn explained to the Council that in 2018, Eagle Mountain City contracted with Executech for managed information technology services. As a part of the contract, Executech provides an on-site service technician for 45 hours per month (10.5 hours per week) for regular support. Additionally, Executech provides 24/7 monitoring of City network and systems, with the ability to provide additional support as needed. Staff has been impressed with the level of service and professionalism of all Executech staff and recommends continuing the contract. Starting in July 2020, the contracted hourly rate will increase from \$105 per hour to \$108 per hour. The agreement reflects the price change for a full year, but the City will not begin paying the full amount until July. The price change will be included in the Fiscal Year 2021 budget.

Mr. Sanborn said the City retains the ability to adjust the hours per week if not needed, or the City can bank unused hours. An additional benefit of contracting the work includes the guaranteed 24/7 coverage of technicians with varying specialties, which an individual, in-house technician would be unable to provide, at a lower cost than the salary and benefits for one full-time employee.

Councilmember Love requested the beginning and ending dates of the agreement. City Recorder Fionnuala Kofoed explained the original contract has expired. Mr. Sanborn stated the City initiated this three-year agreement for the City's benefit. Executech usually provides service on a month-to-month basis.

### 10. BID AWARDS



#### 10.A. Eagle Mountain Digital Signs — YESCO

Councilmember Curtis asked if the sign complies with the dark sky ordinance. Communications Director Linda Peterson verified the architects integrated the dark sky ordinance requirements into the design of the dimmable sign.

Ms. Peterson explained that, due to complications with obtaining an easement from the Utah Department of Transportation, the City has a verbal agreement to relocate the sign to Direct Communications property.

Parks and Recreation Director Brad Hickman explained the bids for the project came in under budget, although there is a possibility of future change orders.

Mr. Cook verified the bid award may be approved with a condition to obtain the land easement from Direct Communications.

### 14. SITE PLANS

#### 14.A. SilverLake South 21 & 24 – Site Plan

Councilmember Curtis expressed concern that the elevations proposed in the site plan do not comply with the SilverLake Master Development Agreement (MDA), as the design includes neither a rock accent on the bottom of the front pillars, nor an eighteen-inch masonry wrap-around to the sides from the front exterior.

Mr. Mumford explained the builder offers three options, some of which include the rock accents.

Applicant Bronson Tatton with Flagship Homes stated that when a homeowner selects either Hardie board siding or other masonry as an option, they include the required eighteen-inch wrap-around from the front to the side of the unit.

Councilmember Love expressed concern that many of the single-family homes in the previous plats do not include stone or brickwork on the exterior and asked if there was a price difference. Mr. Tatton stated the final design of the homes are what homeowners have chosen and explained the elevations submitted to the City included all options.

Councilmember Curtis expressed concern that homeowners were allowed options that did not comply with the MDA, and that the use of Hardie board siding fails to meet the “fundamentally consistent” requirement as stated in the MDA.

Mr. Mumford stated Hardie board is considered a masonry element in the MDA.

Mr. Tatton said due to Hardie board siding being considered a masonry product, the developer believed they were in compliance with the MDA. When the front exterior is primarily Hardie board siding, they allow the homeowner the option to use the single material, based on design trends and customer requests.



Mr. Mumford presented design option examples that include the stone and brick façade. Councilmember Curtis expressed concern approving the site plan with design renderings that do not include the required eighteen-inch wrap-around to the sides of the house or a stone or brick masonry element.

Councilmember Curtis asked why Phases 22 and 23 and the concurrent installation of the extension of Golden Eagle Road was not included in the site plan. He expressed concern regarding the timing of the completion of Golden Eagle Road.

Mr. Tatton explained the phasing is due to the location of utilities and said that Phases 21 and 24 include townhomes. He stated the preconstruction meeting for the completion of Golden Eagle Road was scheduled for the following morning; the delay is due to disputes with the City over the reimbursement agreement for the road installation.

Mr. Cook explained the City and Flagship Homes are still under negotiations for a reimbursement agreement for Golden Eagle Road and other roads.

Councilmember Love verified that the portions of Golden Eagle Road already under construction will provide access to the new elementary school in the SilverLake subdivision.

Councilmember Clark suggested tabling the site plan until the reimbursement agreement is finalized. Mr. Tatton said they have been working on a reimbursement agreement for two years and they desire to begin construction of the road. City Administrator Ifo Pili said the City and Flagship Homes are not close to finalizing the agreement.

Mr. Mumford asked if the City Council would be willing to reduce the road width from the proposed 77 feet to 70 feet. He indicated a smaller width would assist negotiations regarding the reimbursement agreement. Councilmember Clark stated the expected elementary school traffic along Golden Eagle Road will necessitate a 77-foot width.

Mr. Cook explained that the construction of a new elementary school in the area has altered the plan for the road and the road width could be decreased, if parking were prohibited along the road. Councilmember Clark expressed concerns regarding the likelihood of the townhome residents utilizing the road for parking.

Councilmember Curtis expressed frustration that the applicant is trying to receive more money in the reimbursement agreement than is reasonable. He stated he does not want to approve the site plan if it will put City staff in the position of having to enforce conditions implemented by the City Council or risk the applicant not meeting the conditions.

City Engineer Chris Trusty expressed his preference to prohibit street parking along collector roads, such as Golden Eagle Road, and to instead include a center turn median to facilitate traffic flow.

Discussion ensued regarding the proposed road widths and the existing widths of other sections of Golden Eagle Road.



Mr. Cook expressed concern regarding past road construction that created unutilized street parking at the exclusion of a beneficial center median.

Councilmember Love stated that as no houses front the disputed section of Golden Eagle Road, a turn lane would be more beneficial than parking. Councilmember Clark expressed concern that the eastern portion of the project, near the townhomes, will experience street parking due to its similarity to the townhomes across from Brookhaven Elementary. Even though the townhomes do not front on Seeding Drive, residents park along the street, causing traffic flow obstructions to Brookhaven Elementary. Mr. Cook explained the road can be marked with signage or curb paint to inform residents that parking is prohibited.

Discussion ensued debating the benefits of street parking versus a certain turn lane.

Councilmember Clark reiterated that, due to the likelihood of traffic issues similar to the townhomes by Brookhaven Elementary, her preference is the 77-foot width.

Mayor Westmoreland stated the item will be removed from the consent agenda and placed as a scheduled item to allow further discussion during policy session.

## 15. ORDINANCES

### 15.A. ORDINANCE — An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.50 Storm Drains.

Mr. Trusty explained the Federal Clean Water Act requires the storm water discharge from certain types of facilities be authorized under storm water discharge permits. The December 1, 2016 renewed permit included more specific requirements than the previous permit for on-site retention of storm water, and the use of a Low Impact Development (LID) approach which implements Best Management Practices (BMPs) to infiltrate, evapotranspire, harvest, and reuse storm water. The permit was modified moving the retention and LID implementation date from September 1, 2019 to March 1, 2020.

Prior to the change of the implementation date, Eagle Mountain adopted a standard by which runoff from a 90th percentile storm event would be required to be retained on site. The State placed the implementation of this requirements on hold while they reviewed concerns from communities and engineers regarding the standards that were set. The State's conclusion was to reduce the standard for retention from retaining runoff from a 90th percentile storm event to an 80th percentile storm event. The State also requires cities to allow for a minimum of five of the twelve outlined LID BMPs, and for municipalities to provide an appeals process that will allow a construction operator to appeal an enforcement option.

Mr. Trusty said he or a third party could function as the appeal authority and explained types of BMPs utilized by the City. He stated the verbiage allows for future refinements and adaptations of the ordinance as necessary. The purpose of the five BMPs is to provide several options for builders to choose from that best meet their needs.



15.B. **ORDINANCE — An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.**

Planning Manager Michael Hadley stated this item was presented to the City Council in December and the City Council directed the applicant to work with staff and the City Attorney to adjust the language and specifics of the proposed change. The amendment was presented to the City Council again on January 21, 2020 and was tabled to allow staff to make additional changes to the amendment.

Mr. Mumford requested Council feedback regarding the posting of signs, in relation to the business location and right-of-way, and the time period signage should be allowed.

Councilmember Love clarified the City, community events, and partner agencies were exempt from the signage restrictions, and that the amendment allows for an on-premise sign one time a year for sixty days, and up to four on-premise or right-of-way special event signs three times year for twelve consecutive days.

Councilmember Curtis expressed concern that allowing a sign that is 32-square feet in rights-of-way could cause safety hazards. Councilmember Clark said signs of that size are allowed for political signs and events, but not in rights-of-way. Discussion ensued regarding potential visibility issues with allowing large signs in rights-of-way.

Councilmember Clark expressed concerns regarding visibility issues already caused due to smaller, non-compliant signs placed in rights-of-way and said it may be best to not allow any signs in rights-of-way.

Mr. Cook expressed the need to better regulate on-premise, special events signs specific to businesses, such as sales, class registration, or help wanted signs, and the possibility of allowing the placement of non-obstructive signs in a right-of-way adjacent to the applicable business; off-premise signs would be limited to community-wide events, such as farmers markets, art events, or fundraisers.

Discussion ensued regarding permitted locations for right-of-way signage.

Councilmember Clark asked if the ordinance addressed actual business needs. Councilmember Burnham suggested getting feedback from the Eagle Mountain Chamber of Commerce. Discussion ensued regarding how to best harmonize business and community needs with consideration for City growth.

Councilmember Clark suggested prohibiting signage in rights-of-way until safety concerns could be examined and addressed. Discussion ensued concerning businesses without a good on-premise location for signs.



## 16. J & J RANCHES

### 16.A. RESOLUTION: A Resolution of Eagle Mountain City, Utah, Approving the Fourth Amendment to the Pole Canyon Annexation and Master Development Agreement.

Mr. Cook stated this item was included prior to speaking with the Pole Canyon developer representative. In later communications, the representative explained he is not comfortable with agreeing to reduce the density at this time. The developer intends to address density with an amendment to the Pole Canyon Master Development Agreement (MDA) in the near future. He said the City Council could either approve the subdivision based upon waiving the requirement, or table the item until the applicant is able to produce a master development plan for the neighborhood, as required by the MDA. Other than the master development plan, the proposed plat complies with the MDA, so the Council does not have grounds for denial. The Council may table the request until the MDA renegotiation is completed.

## 3. ADJOURN TO A CLOSED EXECUTIVE SESSION

No closed session was held; Mayor Westmoreland adjourned the meeting at 6:11 p.m.

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

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

CITY STAFF PRESENT: Ifo Pili, City Administrator; Paul Jerome, Assistant City Administrator/Finance Director; Fionnuala Kofoed, City Recorder; Jeremy Cook, City Attorney; Elizabeth Fewkes, Deputy Recording Secretary; Steve Mumford, Community Development Director; Michael Hadley, Planning Manager; Chris Trusty, City Engineer; Linda Peterson, Communications Director; Aaron Sanborn, Economic Development Director; Mack Straw, Public Utilities Manager; Zac Hilton, Streets and Storm Drain Manager; Brad Hickman, Parks and Recreation Director; Ross Fowlks, Fire Chief; and Eric McDowell, Deputy Sheriff.

## 4. CALL TO ORDER

Mayor Westmoreland called the meeting to order at 7:00 p.m.

## 5. PLEDGE OF ALLEGIANCE

Girl Scout Troop 475 presented the Colors and led the Pledge of Allegiance.

## 6. INFORMATION ITEMS/UPCOMING EVENTS

- Princess Academy: Miss Eagle Mountain's Outstanding Teen Rachel Mortensen hosts the Princess Academy for ages four and up on Saturday, February 22 from 10:00 a.m. to 12:30 p.m. at Garden Near the Green. Register on the City website.



- Seniors Movie Night & Potluck: The Seniors will show Age of Adaline and host a potluck dinner on Monday, February 24 at 5:00 p.m.

For details about these and other upcoming events, please visit the City website at [emcity.org/events](http://emcity.org/events). To receive City notifications, sign up at [emcity.org/notifyme](http://emcity.org/notifyme).

## 7. PUBLIC COMMENTS

*Mayor Westmoreland opened public comment at 7:10 p.m.*

Denise Hickman, a steward at the Smith Family Archeological Preserve, requested the following statement be included for the record: The Smith Family Preserve includes 200 plus rock art panels on almost 200 acres of land along Redwood Road in Saratoga Springs. Last fall, we were able to offer weekly guided tours to the public for the first time since the Smith family preserve was established in 2013. Our goal is to involve and educate the public on the cultural heritage left locally by civilizations as far back as 12,000 years ago. Because we are a nonprofit organization, we depend on donations to continue our efforts. The Eccles Foundation and the Utah Division of State History are among those who have been very supportive of the preserve in the past. Their donations and the generosity of the public have allowed us to create an asphalt parking area inside the preserve gates and build a kiosk at the site as well. With letters of support we are submitting a new grant request this spring to the Eccles Foundation. Our organization of volunteers has specific plans for growth. We will be paving a viable road into the preserve, creating a pavilion for teachers and interpreters to instruct, and will be providing portable sanitation facilities, seasonally, for our scheduled tours. We are asking that you help us succeed in encouraging historic education, creating pride in our heritage, and promoting individual, family, and community involvement. Each Eagle Mountain City Councilmember's letter of support will be an asset to our grant efforts. We hope that you will grow with us as our plans for public education grow, too.

Marianne Smith expressed concerns regarding poor visibility at road turnouts along Lake Mountain Road and stated the need to repair an askew stop sign on Lake Mountain Road. She said ATVs are causing damage to the slope at the intersection of Lake Mountain Road and Pony Express Parkway and expressed concern regarding the brightness of the lights on the Overland subdivision sign, as well as insufficient signage at the narrowing of Pony Express Parkway.

City Engineer Chris Trusty said the City has discussed improvements in addition to existing merge signs for the narrowing of Pony Express Parkway. Assistant City Administrator/Finance Director Paul Jerome suggested painting the road once the weather warms and said the City hopes to widen that section of Pony Express Parkway next year.

Mr. Trusty said he will follow up with Streets and Storm Drain Manager Zac Hilton regarding the turn reflectors and the askew stop sign.

Ruth Monson, from Girl Scout Troop 475, said she would like to hold a fundraiser for additional books for the Library.

Mayor Westmoreland asked if the Girl Scouts had an idea or were looking for help determining a fundraiser for library books. He thanked them for their willingness to help and said the City



Council would send them ideas. Councilmember Clark suggested the Girl Scouts meet with the Library Advisory Board. Mr. Jerome suggesting working with Library Director Michele Graves.

Rebecca Shirts, from Girl Scout Troop 475, suggested planting more trees and providing more garbage cans along hiking trails.

Sara Lower, from Girl Scout Troop 475, said she wants to help the environment by planting more trees and providing more garbage cans.

Councilmember Gray suggested the Girl Scouts determine locations for tree planting and garbage can placement and provide the information to him to pass forward to the Parks and Recreation Advisory Board.

Teah, from Girl Scout Troop 475, suggested planting more trees and donating to the homeless shelter.

Emma Shirts, Girl Scout Troop 475 Leader, stated she was assisting the girls in earning their Bronze Award, which includes helping in the community, and she asked the City Council for any additional suggestions of ways they could help. She suggested providing the community with a list of local hiking trails and creating a local food pantry.

Councilmember Clark said the City website includes an extensive map of local hiking trails and a park database that includes amenities at each park. She explained the Library holds an annual food drive for a local shelter and could provide a way for the girls to serve.

Mayor Westmoreland explained various City boards meet monthly and would be an excellent resource for service ideas.

Councilmember Curtis suggested participating in the community cleanup day.

*Mayor Westmoreland closed public comment at 7:27 p.m.*

## 8. CITY COUNCIL/MAYOR'S ITEMS

### Councilmember Gray

Councilmember Gray thanked those in attendance and Girl Scout Troop 475 for helping with the flag ceremony and for their willingness to serve. He stated City Administrator Ifo Pili and he have been looking for solutions to assist the homeless adults and youth in Eagle Mountain City.

### Councilmember Clark

Councilmember Clark thanked Girl Scout Troop 475 and the members of the community for their attendance and participation. The Pony Express Events Rodeo Queen contest will be held on March 28. This event provides an opportunity for participants to display their horsemanship skills and assist the community.



Councilmember Love

Councilmember Love welcomed those in attendance and commended the Girl Scouts for their excellent comments.

Councilmember Burnham

Councilmember Burnham welcomed the public and praised the Girl Scouts for their bravery for speaking during the public comment portion of the meeting.

Councilmember Curtis

Councilmember Curtis concurred with the other Councilmember comments, apologized for his behavior during the previous City Council meeting, and expressed appreciation for the other Councilmembers.

Mayor Westmoreland

Mayor Westmoreland thanked Girl Scout Troop 475 and said he looks forward to working with them on future City improvement projects.

**CONSENT AGENDA**

9. AGREEMENTS

9.A. IT Services Agreement with Executech LLC

10. BID AWARDS

10.A. Eagle Mountain Digital Signs – YESCO

11. BOND RELEASES

11.A. Brandon Park Phase A, Plat 4 – Into Warranty

11.B. Brandon Park Phase A, Plat 5 – Into Warranty

12. CHANGE ORDERS

12.A. 2019 Eagle Mountain Traffic Signals Change Order #3 – Hunt Electric

13. MINUTES

13.A. February 4, 2020 Minutes

14. SITE PLAN

14.B. SilverLake South 21 & 24 – Site Plan

**MOTION:** *Councilmember Burnham moved to approve the consent agenda, removing item 14.A. and placing it as a scheduled item. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

## **SCHEDULED ITEMS**

### **14. SITE PLANS**

#### **14.A. SilverLake South 21 & 24 – Site Plan**

Planning Manager Michael Hadley explained Plats 21 and 24 are included in the SilverLake South preliminary plat approved by the City Council on October 1, 2019. This application is for a site plan for both plats. Plat 21 consists of 27 single-family lots and 32 town home units for a total of 59 units. Plat 24 consists of 39 single-family lots and 33 town home units for a total of 72 units. Items to consider include setbacks, fencing, landscaping, architectural design, and parking. The Planning Commission reviewed the site plan and recommended approval on January 28, 2020.

Councilmember Gray asked if the applicant had updated rear elevations, per the Planning Commission's recommendations.

Applicant Bronson Tatton said the architect is still working on the rear elevation alterations to differentiate between units. They are exploring vertical banding or changes to the roofline as possible solutions; the six-plex units already have rear pop-outs to assist with differentiation.

Councilmember Curtis expressed concerns regarding approving the site plan when the renderings do not include all the elements stipulated by the City Council.

Mr. Hadley said the City Council could direct staff to review and approve the elevations, or they can require the final plans to return to a future City Council meeting.

Mr. Tatton stated conditions set by the City Council in the approval would help direct him, and staff can verify the desired alterations are included in the updated renderings.

Councilmember Curtis stated his preference to review the plans before approving the site plan or to approve the site plan with the renderings from the approved SilverLake Master Development Agreement (MDA).

Mr. Tatton stated these plans are similar to what they have used in previous phases. Architectural drawings for Phases 19 and 20 were altered to comply with the City Council's stipulations. He expressed frustration that they are being asked to revise plans that have been approved and used in previous phases.

Councilmember Curtis stated the Council did not notice missing architectural aspects during the approval of previous renderings; they were not in compliance with the MDA.



Mr. Cook suggested the City Council give clear direction to enable Mr. Tatton to return with renderings that meet their conditions. He cited the MDA and interpreted it to require the use of a minimum of two masonry materials on the front façade in order to remain compliant with what was fundamentally depicted in the MDA renderings. Mr. Cook stated the City Council could approve single material usage if they so desired.

Mayor Westmoreland requested Council feedback regarding the requirement for multiple materials used on front façades. Councilmember Gray said if the element is included in the MDA, it should be required. Councilmember Burnham said she thinks the homeowners should be able to choose the single material option, but she also feels the developer should be required to adhere to the MDA.

Councilmember Love suggested the possibility of allowing board and batten, which would meet the requirement for two materials while maintaining a more unified look.

Councilmember Clark said the point of the requirement of the two materials is to create variety and prevent a track housing appearance. She said if the Council wants to allow the single material usage, the MDA should be amended, as opposed to overlooking the noncompliant units.

Mr. Hadley explained staff only included the elevation renderings in the Council packet that had not been previously approved by the City Council with other phases.

Councilmember Burnham asked for clarification if the City Council had been given all or only some of the elevation design options when approving the SilverLake MDA. Councilmember Curtis said if the renderings were approved with the MDA, he would abide by the decision but does not want to approve options not previously included.

Mayor Westmoreland asked if the City Council wanted to table the site plan and have Mr. Tatton return with new renderings or approve the site plan with conditions and staff verification of compliance.

Councilmember Gray suggested discussing any other issues the Council has with the site plan before deciding to approve or table the item, and explained he would be open to staff verification of compliance with City Council conditions.

Councilmember Curtis expressed concern regarding previously constructed single-family and multifamily homes in the SilverLake subdivision that do not comply with the requirements of the MDA, and stated he wants to prevent construction of additional noncompliant units. Due to multiple issues with the project, he said he would prefer to table the item in order to see new rear elevation renderings and masonry wrapping before approval.

Discussion ensued regarding approving the site plan with the inclusion of conditions for rear elevation articulation or tabling the item and requiring Mr. Tatton to return with compliant renderings.

Councilmember Love asked if the City Council had a consensus on the road width, or if that should be determined by staff. Councilmembers Curtis and Gray stated a preference for the 70-foot width with a center turn lane. Councilmember Clark expressed the preference for the 77-foot width, due to the proximity of the elementary school to multifamily housing.

Mr. Tatton said the developer would have initially preferred the 70-foot width. However, the preliminary plat was designed according to the 77-foot width requirement. At this point, they would rather build the wider road and work out a reimbursement agreement with City staff.

Councilmember Clark expressed concern having the burden of enforcement fall upon staff and preferred for the applicant to return after the road negotiations were finalized.

Councilmember Curtis suggested conditioning the site plan approval so that no building permits would be issued until Golden Eagle Road is completed to Evans Ranch.

Councilmember Clark said Golden Eagle Road needs to be completed before the new elementary school opens in the fall for the safety and convenience of the residents.

Mr. Hadley verified a Municipal Code-compliant amenities list for the park has been submitted.

Councilmember Love expressed concerns about the distance of public parking from the cluster lots, and the reduced number of parking stalls for the area. She asked why the parking stalls at the end of the private lanes were removed.

Mr. Tatton stated willingness to add parking stalls and deepen the lanes, if necessary, and said they usually leave the areas open to serve as snow storage for plowing.

Councilmember Clark asked for staff to review Municipal Code requirements to see if an amendment is needed to ensure the City requires enough parking options for cluster lots. Discussion ensued over the need for cluster lot parking and sufficient widths of private drives.

Councilmember Love expressed concerns over the crushed rock pathways. Mr. Tatton said staff had already requested a change of path material, and he has agreed to use concrete or asphalt instead. He explained that some people prefer the crushed rock for aesthetics. He said concrete and asphalt are less expensive, and he has no objections to making the change.

Councilmember Curtis expressed concern that all of the conditions will not be met.

Councilmember Clark asked if a safe route to the new elementary school was included in the site plan. Mr. Tatton replied that they are exploring options and plan to remove a section of fencing to create a trail opening in the end of one of the shared drives, and he stated the need to work with staff to place the opening in alignment with the school crosswalk.

Councilmember Clark said discussions with Deputy Sheriff Eric McDowell confirmed the danger of crossing the street near a roundabout and the need for a crosswalk location with adequate visibility.



Mr. Tatton said once staff determines the location of the crosswalk, they will remove the corresponding section of fencing for the trail. Councilmember Clark directed staff to make the crosswalk a priority to prevent safety issues.

Councilmember Curtis asked if improvement of the park strips on Golden Eagle Road was included in the site plan. Mr. Tatton said it would be included with the road installation.

Discussion ensued regarding parking strip timeframes, installation sequence, and requirements.

Councilmember Love asked for clarification on the installation sequence and timeframe for sections of Golden Eagle Road to facilitate traffic flow. Mr. Tatton said they were starting on Phases 22, 23, 25, and 26 on February 23, and once Phases 21 and 24 are approved, they will be able to finish Golden Eagle Road. He said they would prefer a sequential construction of the phases, but it is dependent upon the reimbursement agreement with the City. Discussion ensued regarding the installation sequence and approval needs for sections of Golden Eagle Road.

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

- 1. Applicant shall pay a landscape cash escrow to the City of \$2,810.40 per lot/unit at plat recording;*
- 2. Fencing along Golden Eagle Road shall match the collector road fencing approved for the Silverlake South area;*
- 3. The rear elevation shall be changed to include more architectural articulation, and the material and color shall be changed to be more in line with the current multifamily design standards;*
- 4. The fire pit shall be moved away from any structures;*
- 5. An ADA-compliant parking stall shall be included;*
- 6. No building permits shall be issued in SilverLake South Phases 21 and 24 until Golden Eagle Road is completed to Evans Ranch;*
- 7. The included elevations are excluded from approval; the applicant shall provide updated elevations, and staff shall verify the following: rear elevations include articulation, front elevations include multiple materials, and all elevations include masonry that wraps around to the sides of the structures, as required in the SilverLake Master Development Agreement; and*
- 8. All trails shall be built to required standards set forth in Municipal Code, including asphalt material.*

*Councilmember Burnham seconded the motion.*

Discussion ensued regarding the possibility of requiring the trail to provide a safe route to the new elementary school as a condition, as it was previously included as a condition of the approval for the SilverLake South preliminary plat but was not included on the site plan under discussion.

Mr. Tatton reiterated his willingness to provide a fence opening once the City determines the location of the crosswalk.

Ms. Kofoed explained that because of existing bonding in place for Phase 20, a condition is not necessary. The trail should be tied to Phase 20.

Councilmember Curtis expressed concerns with the timeframe for completion of Golden Eagle Road and lack of adherence to conditions included in previous approvals. Councilmember Clark suggested tabling the site plan until staff and the developer can finalize the reimbursement agreement.

Mr. Tatton objected to conditioning the issuance of building permits to the installation of Golden Eagle Road, as he needs the permits in order to install the road. He stated he was not comfortable explaining his objections and issues with the suggested reimbursement agreement in a public meeting.

**SUBSTITUTE MOTION:** *Councilmember Burnham moved to table the SilverLake South 21 and 24 site plan until the following conditions are met:*

- 1. A reimbursement agreement between City staff and the developer is in place;*
  - 2. A safe route to the elementary school is determined;*
  - 3. The applicant submits updated elevation renderings that include architectural articulation to rear elevations, multiple masonry materials, and masonry wraparound depths that meet the standards set in the SilverLake Master Development Agreement; and*
  - 4. The applicant submits updated plans with approved trail materials.*
- Councilmember Curtis seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love.*

## 15. ORDINANCES

### 15.A. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 15.50 Storm Drains.

Mr. Trusty explained the purpose of the ordinance is to come into compliance with recent changes to Utah State Code as it relates to our municipal storm drain system. The amendment changes the requirement of retention from a 90th to an 80th percentile storm event, adds an appeal process for operator violation notifications, and allows for future alterations of the Best Management Practices, used to infiltrate, evapotranspire, harvest, and reuse storm water, in the Low Impact Design approach.

**MOTION:** *Councilmember Clark moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 15.50 Storm Drains. Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

### 15.B. ORDINANCE – An Ordinance of Eagle Mountain City, Utah, Amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits.



Mayor Westmoreland asked if the City Council wanted to table the item and seek input from the Eagle Mountain Chamber of Commerce, as suggested during the work session.

Councilmember Burnham suggested approving the item with a condition to remove the disputed section of the amendment. Discussion ensued regarding the amendment.

Councilmember Clark stated that Section B of Chapter 17.80 required further thought and examination and that the Council should possibly encourage more strict enforcement of Municipal Code.

Councilmember Love clarified that Section B should say “on-premise and right-of-way special event signs” and suggested removing “right-of-way” from the amendment. Discussion ensued regarding the sections and verbiage to include in the amendment.

Councilmember Curtis suggested discussing the need for right-of-way signs with the Chamber of Commerce.

Mr. Cook suggested alterations to address the on-premise and right-of-way issues. Councilmember Burnham verified the wording would allow businesses that are not located along a main road to place signs in a right-of-way near their businesses.

Mr. Cook explained his edits have one category for on-premise special event signs, which allows for one sixty-day permit and up to four twelve-day permits per year that can be approved for a right-of-way location, adjacent to the business location. A separate category for right-of-way special event signs is limited to community activities such as fundraising events, farmers markets, concerts, and school activities, with a limited size to prevent visibility obstruction.

Councilmember Clark asked for the final verbiage to be included in Granicus to assist the City Council. Ms. Kofoed said the item will be codified and can be included in Granicus as well for more immediate access.

The City Council reviewed and discussed Mr. Cook’s suggested amendments to Sign Regulations and Sign Permits.

Councilmember Love requested section A(1) of Chapter 17.80.090 be amended to allow one permit per calendar year, section A(2) be changed to limit all four signs to a total combined size of 32 square feet, and A(2)b be changed to allow signs to be posted for up to twelve consecutive days.

The Council confirmed that the Planning Director or designee may approve right-of-way signage but is not required to approve this signage.

Ms. Kofoed stated that City Code Enforcement staff has and will remove noncompliant signs posing a hazard to the public. Councilmember Burnham verified that time-stamped photographs may be used as evidence of violations for the issuance of fines by Code Enforcement Officers.

**MOTION:** *Councilmember Love moved to approve an ordinance of Eagle Mountain City, Utah, amending the Eagle Mountain Municipal Code Chapter 17.80 Sign Regulations and Sign Permits with the following changes:*

- 1. Chapter 17.80.090 Section A(1) is changed to allow one permit per calendar year;*
- 2. Chapter 17.80.090 Section A(2) is changed to limit all four signs to a total combined size of 32 square feet; and*
- 3. Chapter 17.80.090 Section A(2)b is changed to allow signs to be posted for up to twelve consecutive days.*

*Councilmember Burnham seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love.*

## 16. J & J RANCHES

16.A. RESOLUTION: A Resolution of Eagle Mountain City, Utah, Approving the Fourth Amendment to the Pole Canyon Annexation and Master Development Agreement.

### 16.B. J & J Ranches – Preliminary Plat

Mr. Hadley stated J & J Ranches preliminary plat creates two lots on thirteen acres in the Pole Canyon area. On February 4, 2020, the City Council tabled this item due to concerns regarding this plat increasing the potential for density transfers in the Pole Canyon development, as well as the requirement from paragraph 6.1 of the Pole Canyon MDA, which states: "Each Neighborhood Planning Area (NPA) shall be required to submit and obtain approval of a master development plan for the relevant area before development approval in the NPA is granted in any form by the City." This item also includes a minor amendment to the Pole Canyon MDA, allowing the approval of this two-lot preliminary plat without requiring the NPA-4 master development plan.

Mr. Hadley presented options for the Council's consideration. Option one is to approve the fourth amendment to the Pole Canyon MDA, revising section E to remove the reference to reducing units and remove paragraph two, and approve the J & J Ranches preliminary plat. Option two is to not approve the MDA amendment and table the preliminary plat until the master development plan is submitted and approved for NPA-4

Councilmember Curtis asked if, per State Code, the preliminary plat required reapproval from the Planning Commission due to the amendment to the MDA. Mr. Cook explained that contractual requirements, such as this MDA stipulation to provide individual master development plans for each NPA, do not require Planning Commission approval.

**MOTION:** *Councilmember Clark moved to approve the amendment removing the end of recital E which states, "in exchange for PCIG agreeing to reduce the allowed units in NPA-4" and paragraph two, and approve J & J Ranches preliminary plat. Councilmember Gray seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*



## 17. CITY COUNCIL/MAYOR'S BUSINESS

### Councilmember Gray

See City Council Board Liaison Report.

### Councilmember Clark

See City Council Board Liaison Report.

### Councilmember Love

See City Council Board Liaison Report.

### Councilmember Burnham

See City Council Board Liaison Report.

### Councilmember Curtis

Councilmember Curtis suggested extending permits for finishing basements for longer than six months to allow sufficient time for citizens completing some or all of the work themselves and including the cost of the basement permit with the builder fees at the time of the initial building permit issuance.

### Mayor Westmoreland

None.

## 18. CITY COUNCIL BOARD LIAISON REPORTS

### Councilmember Gray

Councilmember Gray the Parks and Recreation Advisory Board and Senior Citizen Advisory Council have both accomplished a lot; he is enjoying working with both groups.

### Councilmember Clark

Councilmember Clark said she is excited for the Pony Express Rodeo Queen event on March 28, and the Eagle Mountain Art Alliance is working with the Senior Citizens Advisory Council for the second annual quilt show on April 24 and 25.

### Councilmember Love

Councilmember Love said the Planning Commission and Youth Council are doing well.

### Councilmember Burnham

Councilmember Burnham said she attended the Mountainland Association of Government and City projects are approximately in the middle of the list of approved projects, with the top projects receiving funding. The Military and Veterans Advisory Board will meet Thursday, February 20, at 7:00 p.m., and the Library Board meets again in March.

Councilmember Curtis

Councilmember Curtis said he missed the Economic Development Board meeting due to a conflicting obligation and the Eagle Mountain Arts Alliance rescheduled their meeting.

19. COMMUNICATION ITEMS

19.A. Financial Report

19.B. Upcoming Agenda Items

20. ADJOURNMENT

**MOTION:**        *Councilmember Curtis moved to adjourn the meeting at 9:04 p.m. Councilmember Love seconded the motion. Those voting aye: Donna Burnham, Colby Curtis, Melissa Clark, Jared Gray, and Carolyn Love. The motion passed with a unanimous vote.*

The meeting was adjourned at 9:04 p.m.

Approved by the City Council on March 17, 2020.

---

Fionnuala B. Kofoed, MMC  
City Recorder





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                                                 |                                           |                |                                   |
|-----------------------------------------------------------------|-------------------------------------------|----------------|-----------------------------------|
| <b>TITLE:</b>                                                   | Hidden Hollow Phase B - Amended Site Plan |                |                                   |
| <b>ITEM TYPE:</b>                                               | Amended Site Plan                         |                |                                   |
| <b>FISCAL IMPACT:</b>                                           | N/A                                       |                |                                   |
| <b>APPLICANT:</b>                                               | Ryan Bybee                                |                |                                   |
| <b>GENERAL PLAN DESIGNATION</b><br>Neighborhood Residential One | <b>CURRENT ZONE</b>                       | <b>ACREAGE</b> | <b>COMMUNITY</b><br>Hidden Valley |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

It will be the responsibility of the City Council to review the new proposal to decide if this plan provides a similar or better benefit than the original proposal.

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**RECOMMENDATION:**

The City Council may approve, approve with conditions, table for more information, or deny based upon findings of facts.

If the City Council approves this project with the consent agenda, the project would be approved with the Planning Commission's recommended conditions of approval. If you want to make any changes to the recommended conditions, based upon additional discussion or information, then those can be added to the conditions during the work session and still approved on the consent agenda. If extensive discussion is necessary, then this item can be removed from the consent agenda and discussed in depth in the policy session.

We recommend that the work session discussion include asphalt vs road base, type of fencing (split rail, etc.), and the potential of the City paving the parking areas in the future.

**BACKGROUND:**

This application only addresses the Parks and Amenities plan for the Hidden Hollow Phase B Preliminary Plat. The Hidden Hollow Phase B Preliminary Plat and Site Plan were approved by the City Council on September 4, 2018. Phase B consists of 17 single-family lots and 54 townhouses, for a total of 71 lots/units. Attached is the approved parks and amenities plan. The plan included a gravel trail at the base of the hill behind the townhouses, a storm water detention basin, and a 20-stall trail head parking lot with a drinking fountain, restroom, trail head kiosk, bike tool rack, way finding signs, and bench/picnic tables with shade structure.

There are several reasons the applicant is requesting the amendment:

1. Moving the restroom further from the well improves the water source protection, removing the risk of sewer potential leaks that may compromise the water quality at the well. The project engineer recommended that the restroom be moved further from the well as a better engineering solution.
2. The location of the existing parking lot doesn't provide potential for expansion. The upper parking lot provides more parking in an area that can be

The Planning Commission recommended approval to the City Council with the following conditions:

1. A full updated set of landscape plans shall be submitted and approved before building permits can be submitted in Phase B Plat 2;
2. Replace railroad ties with fencing;
3. Leave the pavement in the lower parking lot, the curb and gutter requirement is removed, the trail is removed from behind the townhomes, and transfer the cost of gravel to the upper parking lot and curb and gutter;
4. The applicant shall work with staff to record a plat amendment for the single-family development;
5. The applicant shall work with staff to provide appropriate storm water drainage from the lower parking area; and
6. The upper parking lot amenities shall include a drinking fountain, a restroom, tables with shade structures, bike racks, trees, trailhead kiosk, a bike tool rack, and wayfinding signs.

**PREPARED BY:**

Michael Hadley,  
Planning

expanded.

3. The trail behind the townhouses, tucked in between the buildings and the retaining walls, doesn't provide much of a benefit to the neighborhood, while the larger parking lot provides a benefit to the community at large.

The following is the new proposal:

- Eliminate the trail behind the townhouses.
- Move the trailhead bathroom and amenities to the NEW upper parking lot.
- Instead of curb, gutter and asphalt on 20 stalls they will eliminate the curb, gutter and asphalt and install 80 stalls on 9" sub-base and 6" of road base, with railroad ties at the ends of parking stalls (the applicant is willing to install wood fencing instead of railroad ties). The earthwork has already been completed to prepare the smaller parking area adjacent to the well, so rather than completely swapping places between the parking lot and the detention basin, the plan will include a larger parking area and a smaller overflow parking area.
- Landscaping will remain as it was presented with the original proposal, except for the south portion; instead of the native open space, it will now be 60 parking stalls, along with the trailhead amenities.

As you are aware, the Hidden Valley area is used quite frequently by the mountain biking community and is an attraction for mountain bikers from many other cities. The local high school mountain bike teams use these trails to practice/train, and they have even begun holding a mountain bike race on the trails each season. Additional parking in this area would be well used.

The applicant has provided costs from bids to provide evidence that the proposed changes do not represent a cost savings. The Trail preparation was bid at \$1.16 per sf with 10,300 sf for \$11,950 (gravel trail doesn't have traffic loads so it would be different from a parking lot section). The Asphalt was at \$1.48 per sf on 7,050 sf for \$10,434. The curb and gutter was bid at \$22.13 per lf on 360' for \$7,966. That means there is approximately \$30,000 that could be used to either go as per design or make something work on the upper parking lot as proposed (or as modified by the Council).

We have discussed the possibility of the City paving the parking areas in the future. The City Streets Manager has estimated the cost of paving at approximately \$2 per square foot, which includes materials and labor/time. If grading and rolling work is required, that number may increase slightly. There are also potential grant opportunities that we are researching to help with the cost of paving or other trailhead amenities.

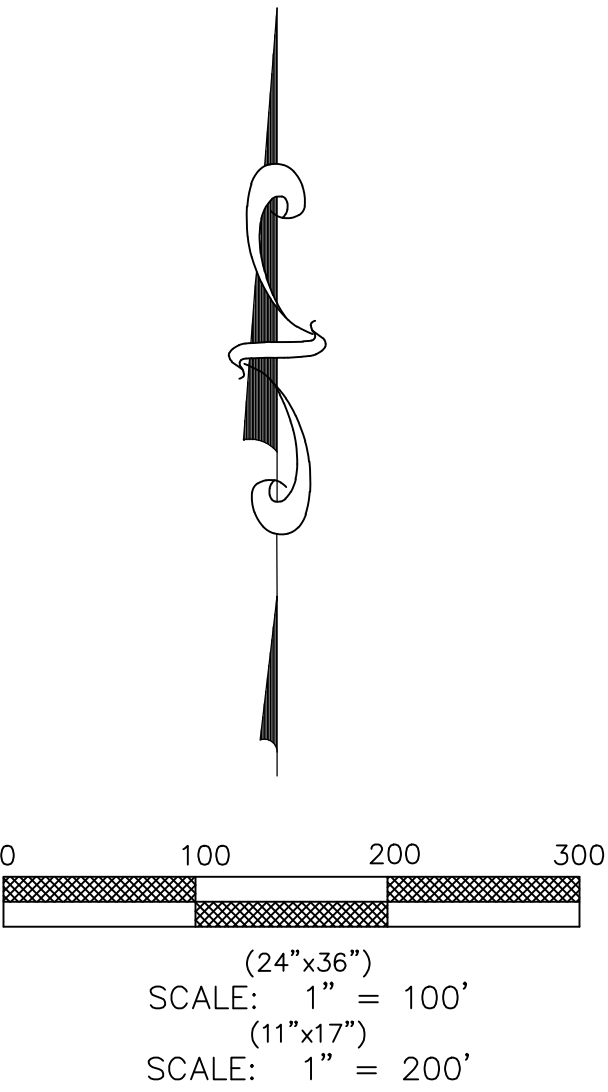
**Attachments:**

[Hidden Hollow Concept 2020 - Parking Lot Adjustment Landscape Plan](#)



Phase B Preliminary Plat  
Hidden Valley North Preliminary Plat - 02.10.06  
Parks and Open Space Worksheet  
Open Space Comparison  
Property Photos





| REVISIONS |      |             |    | DESIGNED BY: |  |
|-----------|------|-------------|----|--------------|--|
| NO.       | DATE | DESCRIPTION | BY | TGT          |  |
| 1         |      |             |    | TT           |  |
| 2         |      |             |    | TGT          |  |
| 3         |      |             |    | 02/27/17     |  |
| 4         |      |             |    |              |  |

J:\RYAN BYBEE\EAGLE MOUNTAIN\dwg\Prelim\_Utility.dwg

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

EAGLE MOUNTAIN  
UTAH

*HIDDEN HOLLOW*

CONCEPT AREA 1

JOB  
CEM  
SHEET NO.  
1









# HIDDEN VALLEY NORTH

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1  
WEST, SALT LAKE BASE AND MERIDIAN, EAGLE MOUNTAIN, UTAH

## NOTES:

1. ALL LOTS HAVE A 5.00' UTILITY EASEMENT (P.U.E.) ALONG ALL SINGLE FAMILY LOT LINES EXCEPT THE FRONT WHICH IS 10.00'
2. ALL PUBLIC OPEN SPACE IS TO BE DEDICATED TO EAGLE MOUNTAIN CITY AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
3. SIDEYARD SINGLE FAMILY LOT SETBACKS ARE 10' AND 5' OR 7.5' AND 7.5'.
4. RETAINING WALLS TO BE BUILT BY DEVELOPER OR HOME OWNER'S CONTRACTOR. NOT TO BE BONDED FOR UNLESS DEVELOPER IMPROVEMENT.

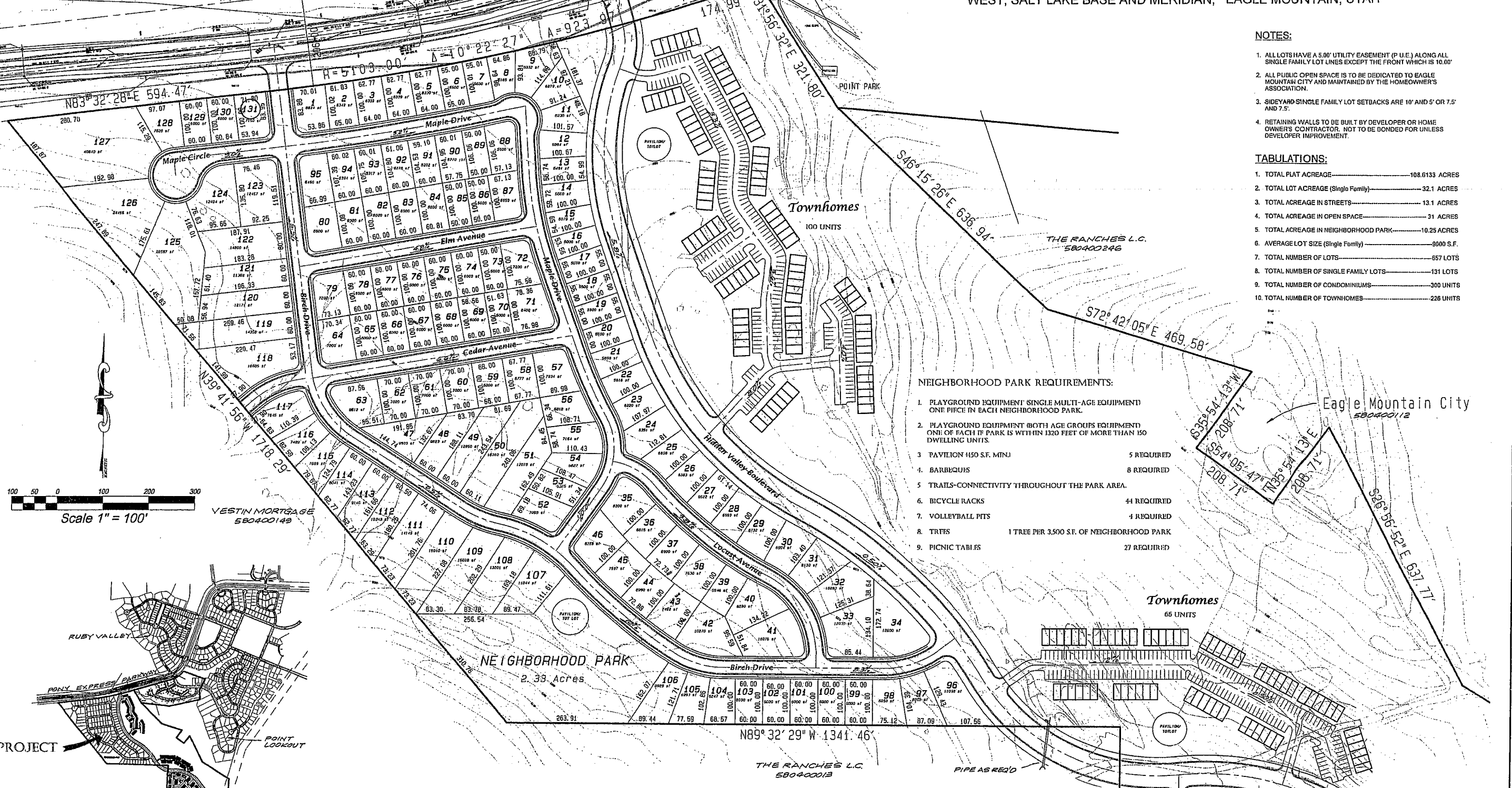
## TABULATIONS:

1. TOTAL PLAT ACREAGE 108.6133 ACRES
2. TOTAL LOT ACREAGE (Single Family) 32.1 ACRES
3. TOTAL ACREAGE IN STREETS 13.1 ACRES
4. TOTAL ACREAGE IN OPEN SPACE 31 ACRES
5. TOTAL ACREAGE IN NEIGHBORHOOD PARK 10.25 ACRES
6. AVERAGE LOT SIZE (Single Family) 3000 S.F.
7. TOTAL NUMBER OF LOTS 657 LOTS
8. TOTAL NUMBER OF SINGLE FAMILY LOTS 131 LOTS
9. TOTAL NUMBER OF CONDOMINIUMS 300 UNITS
10. TOTAL NUMBER OF TOWNHOMES 228 UNITS

## NEIGHBORHOOD PARK REQUIREMENTS:

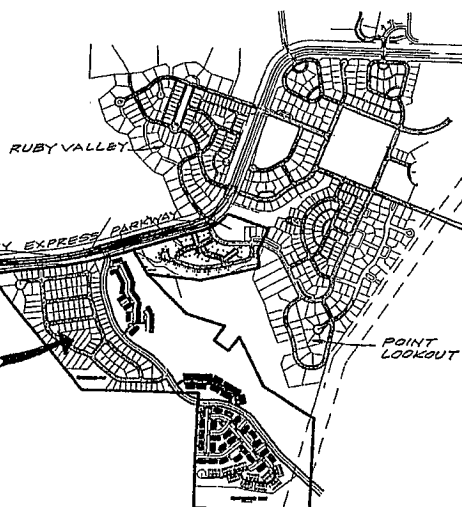
1. PLAYGROUND EQUIPMENT (SINGLE MULTI-AGE EQUIPMENT) ONE PIECE IN EACH NEIGHBORHOOD PARK.
2. PLAYGROUND EQUIPMENT (BOTH AGE GROUPS EQUIPMENT) ONE OF EACH IF PARK IS WITHIN 1320 FEET OF MORE THAN 150 DWELLING UNITS.
3. PAVILION (150 S.F. MIN.) 5 REQUIRED
4. BARBEQUES 8 REQUIRED
5. TRAILS-CONNECTIVITY THROUGHOUT THE PARK AREA.
6. BICYCLE RACKS 44 REQUIRED
7. VOLLEYBALL PITS 4 REQUIRED
8. TREES 1 TREE PER 3,500 S.F. OF NEIGHBORHOOD PARK
9. PICNIC TABLES 27 REQUIRED

PONY EXPRESS PARKWAY  
(580400096)



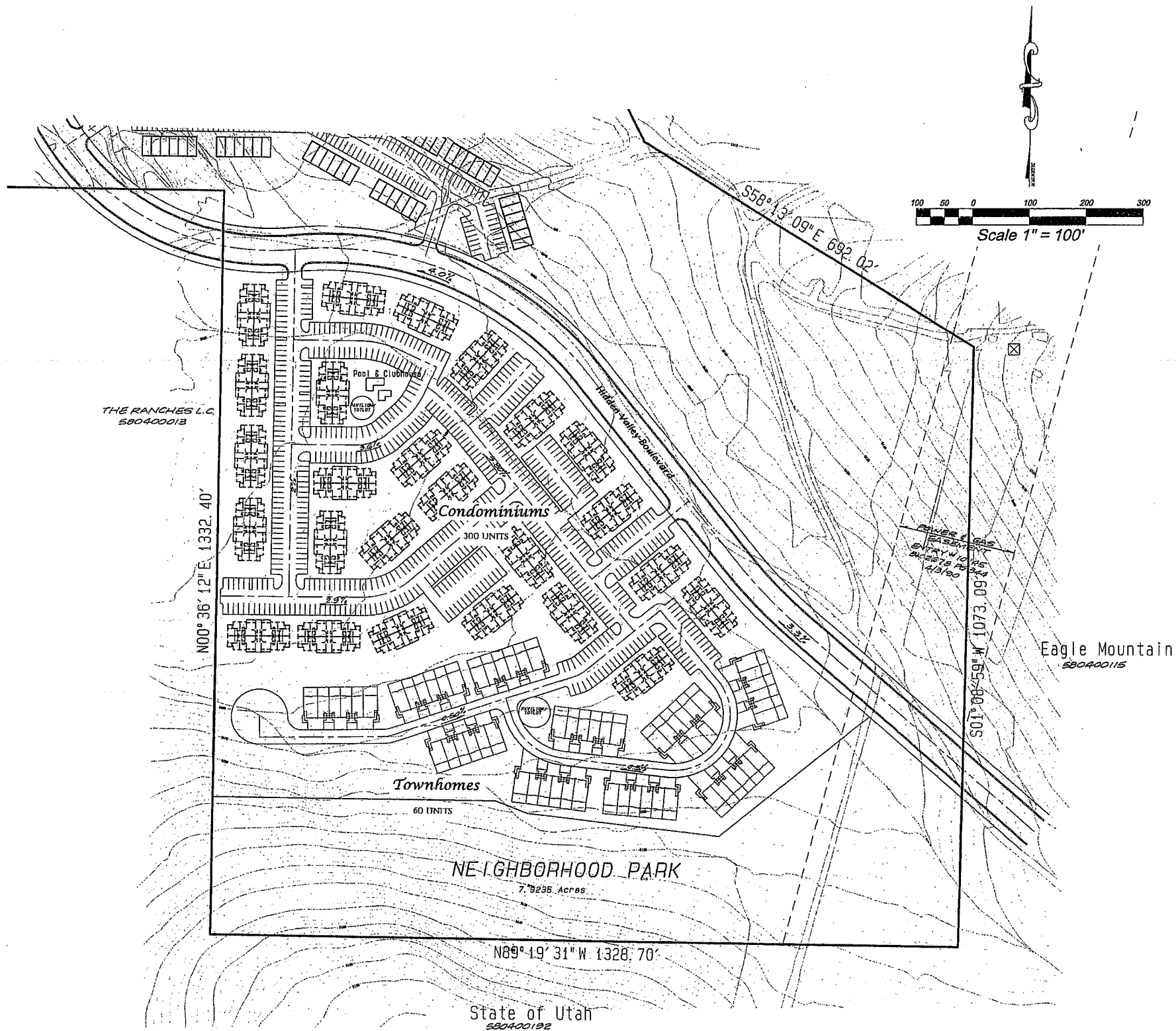
Scale 1" = 100'

VESTIN MORTGAGE  
580400149



VICINITY MAP

| BENCH MARK |  | REVISIONS |          |                    | F.J. Clark & Associates                                        |  | HIDDEN VALLEY NORTH  |  |
|------------|--|-----------|----------|--------------------|----------------------------------------------------------------|--|----------------------|--|
|            |  | Rev.      | Date     | Description        | 6654 West 9680 North<br>Highland, Utah 84003<br>(801) 492-1307 |  | EAGLE MOUNTAIN, UTAH |  |
|            |  | 1         | 12/13/05 | ADDED 66 TOWNHOMES | Plans prepared under the direction of:<br>F.J. Clark           |  | PRELIMINARY PLAT     |  |
|            |  |           |          |                    | Checked by: F.J.C.                                             |  | Approved by: _____   |  |
|            |  |           |          |                    | Date: 12/13/05                                                 |  | Scale: 1"=100'       |  |
|            |  |           |          |                    |                                                                |  | Sheet No. 1 of 6     |  |



| BENCH MARK |      | REVISIONS   |       |  |                                                                | F.J.Clark & Associates |                      | HIDDEN VALLEY NORTH |  |
|------------|------|-------------|-------|--|----------------------------------------------------------------|------------------------|----------------------|---------------------|--|
| Rev.       | Date | Description | App'd |  | 6654 West 9680 North<br>Highland, Utah 84003<br>(801) 492-1307 |                        | EAGLE MOUNTAIN, UTAH |                     |  |
|            |      |             |       |  | Plans prepared under the direction of:                         |                        | PRELIMINARY PLAT     |                     |  |
|            |      |             |       |  | Drawn by:<br>F.J.C.                                            |                        | Scale:<br>1"=100'    |                     |  |
|            |      |             |       |  | Designed by:<br>F.J.C.                                         |                        | Date:<br>12/13/05    |                     |  |
|            |      |             |       |  | Reviewed by:                                                   |                        | Sheet No.<br>2 OF 6  |                     |  |
|            |      |             |       |  | Approved by:                                                   |                        | Date                 |                     |  |



## PARKS & OPEN SPACE WORKSHEET

*HIDDEN HOLLOW PHASE 'B'*

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<br><u>75</u> | x 1,000 = | Required Open Space (Square Feet) <sup>a</sup><br><u>75,000</u> sq ft | Required Open Space (Acres) <sup>b</sup><br><u>1.72</u> Acres |
|                                       |           | / 43,560 =                                                            |                                                               |

| Park Fee-In-Lieu (if applicable)                              |                                          |
|---------------------------------------------------------------|------------------------------------------|
| Required Open Space (Square Feet) <sup>a</sup><br>_____ sq ft | Total Fee-In-Lieu<br>x \$5.75 = \$ _____ |

| Required Amenity Points                                       |                                                      |
|---------------------------------------------------------------|------------------------------------------------------|
| Required Open Space (Acres) <sup>b</sup><br><u>1.72</u> Acres | Required Amenity Points<br>x 100 = <u>172</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                | <u>3</u>            | <u>6</u>        |
| Bicycle Rack (4+ bikes)                                                                         | 2                | <u>3</u>            | <u>6</u>        |
| Trees (5) (A majority must be shade trees)                                                      | 2                | <u>3</u>            | <u>6</u>        |
| Shade Structure                                                                                 | 4                |                     |                 |
| Drinking Fountain                                                                               | 5                | <u>1</u>            | <u>5</u>        |
| Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet) | 6                |                     |                 |
| 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                |                     |                 |
| Playground Equipment* per \$1,000                                                               | 2                |                     |                 |
| Splash Pad* per \$1,000                                                                         | 2                |                     |                 |
| Tennis Court (6,600 sq ft or 55'x120')                                                          | 100              |                     |                 |
| Sports Court (6,600 sq ft or 55'x120')                                                          | 100              |                     |                 |
| Restroom (600+ sq ft)                                                                           | 100              | <u>1</u>            | <u>100</u>      |
| Restroom (1200+ sq ft)                                                                          | 200              |                     |                 |
| Public Art                                                                                      | Varies           |                     |                 |
| Other: <u>Trail Head Kiosk, Bike Tool Rack and</u>                                              | Varies           | <u>1</u>            | <u>50</u>       |
| Other: <u>way finding signs</u>                                                                 | Varies           |                     |                 |
| <b>TOTAL</b>                                                                                    |                  |                     | <b>173</b>      |

\* 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.

## PARKS & OPEN SPACE WORKSHEET

HIDDEN HOLLOW PHASE 'C'

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<br><u>125</u> | Required Open Space (Square Feet) <sup>a</sup><br>x 1,000 = _____ sq ft | Required Open Space (Acres) <sup>b</sup><br>/ 43,560 = <u>2.87</u> Acres |

| Park Fee-In-Lieu (if applicable)                              |                                          |
|---------------------------------------------------------------|------------------------------------------|
| Required Open Space (Square Feet) <sup>a</sup><br>_____ sq ft | Total Fee-In-Lieu<br>x \$5.75 = \$ _____ |

| Required Amenity Points                                 |                                                      |
|---------------------------------------------------------|------------------------------------------------------|
| Required Open Space (Acres) <sup>b</sup><br>_____ Acres | Required Amenity Points<br>x 100 = <u>287</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                | <u>1</u>            | <u>2</u>        |
| Bicycle Rack (4+ bikes)                                                                         | 2                |                     |                 |
| Trees (5) (A majority must be shade trees)                                                      | 2                | <u>3</u>            | <u>6</u>        |
| Shade Structure                                                                                 | 4                |                     |                 |
| Drinking Fountain                                                                               | 5                |                     |                 |
| Asphalt or Concrete Trails – 8 ft wide, excluding sidewalks along streets (per 100 linear feet) | 6                | <u>6</u>            | <u>36</u>       |
| Parking* (5 stalls)                                                                             | 6                | <u>7</u>            | <u>42</u>       |
| Swings (4+ swings)                                                                              | 7                |                     |                 |
| Concrete Basketball Court (1/2)                                                                 | 20               |                     |                 |
| Pavilion w/ tables, garbage receptacles, barbeques (per 100 square feet)                        | 4                | <u>5</u>            | <u>20</u>       |
| Playground Equipment* per \$1,000                                                               | 2                | <u>50</u>           | <u>100</u>      |
| Splash Pad* per \$1,000                                                                         | 2                |                     |                 |
| Tennis Court (6,600 sq ft or 55'x120')                                                          | 100              |                     |                 |
| Sports Court (6,600 sq ft or 55'x120')                                                          | 100              |                     |                 |
| Restroom (600+ sq ft)                                                                           | 100              |                     |                 |
| Restroom (1200+ sq ft)                                                                          | 200              |                     |                 |
| Public Art                                                                                      | Varies           |                     |                 |
| Other: <u>4100 Linear feet Mountain Bike Trails</u>                                             | Varies           | <u>41</u>           | <u>82</u>       |
| Other: <u>(2 PER 100)</u>                                                                       | Varies           |                     |                 |
| <b>TOTAL</b>                                                                                    |                  |                     | <u>288</u>      |

\* 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.



**From Current Bid**

|                      |                     |
|----------------------|---------------------|
| Gravel Trail         | \$ 11,950.00        |
| Parking Lot Pavement | \$ 10,434.00        |
| Striping             | \$ 561.00           |
| Curb and Gutter      | \$ 7,966.00         |
| <b>Total</b>         | <b>\$ 30,911.00</b> |

**Proposed Parking Expansion**

|       |              |                     |                         |
|-------|--------------|---------------------|-------------------------|
| 20000 | \$ 1.50      | \$ 30,000.00        | 9" Subbase, 6" Roadbase |
| 80    | \$ 50.00     | <u>\$ 4,000.00</u>  | Railroad Tie Stalls     |
|       | <b>Total</b> | <b>\$ 34,000.00</b> |                         |





























**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                 |                                                                                                                             |                |                  |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | Resolution of Eagle Mountain City, Utah, Amending the Consolidated Fee Schedule for Cemetery Fees and Park Reservation Fees |                |                  |
| <b>ITEM TYPE:</b>               | Resolution/Public Hearing                                                                                                   |                |                  |
| <b>FISCAL IMPACT:</b>           |                                                                                                                             |                |                  |
| <b>APPLICANT:</b>               | Eagle Mountain City                                                                                                         |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                         | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

NA

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

NA

**PREPARED BY:**

Fionnuala Kofoed,  
Recorder's Office

**RECOMMENDATION:**

Staff recommends that the City Council adopts a resolution of Eagle Mountain City, Utah, amending the Consolidated Fee Schedule for Cemetery Fees and Park Reservation Fees.

**BACKGROUND:**

The proposed resolution provides for the sale of 5 x 5 burial spaces, located in the Angel Garden section of the cemetery. These spaces are reserved for infants and children and will be available at a reduced cost of \$275 per space. Additionally, burial spaces will be available to non-resident, Eagle Mountain City employees, at the resident rates.

The amendment to Park Reservation Fees adds new pavilions, that are available for rent, located in Meadow Ranch, Smith Ranch and Skyline Ridge.

**Attachments:**

[RES--CFS Cemetery and Park Reservation Fees](#)



**RESOLUTION NO. R-       -2020**

**A RESOLUTION OF  
EAGLE MOUNTAIN CITY, UTAH AMENDING THE  
EAGLE MOUNTAIN CITY CONSOLIDATED FEE SCHEDULE**

WHEREAS, the City Council of Eagle Mountain City is empowered by law to adopt resolutions establishing fees for municipal services and has established an equitable system of fees for providing municipal services; and

WHEREAS, the City Council has determined that it is necessary and appropriate to amend the cemetery and park reservation fees within the City; and

WHEREAS, the City Council finds that it is in the public interest to reaffirm all fees and charges previously enacted in the Eagle Mountain City Consolidated Fee Schedule except for those fees and charges which are specifically amended or changed in this resolution;

NOW, THEREFORE, be it resolved by the City Council of Eagle Mountain City as follows:

1. The Consolidated Fee Schedule attached hereto as Exhibit A and the fees and charges set forth therein are hereby enacted and adopted for services received from Eagle Mountain City.
2. This Resolution is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected in the Consolidated Fee Schedule. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Resolution imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this resolution shall control.

This Resolution shall take effect at 12:01 a.m. on March 18, 2020.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

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

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



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City on the 3<sup>rd</sup> day of March, 2020.

Those voting aye:

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

Those voting nay:

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

Those excused:

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

---

Fionnuala B. Kofoed, MMC  
City Recorder

Resolution posted to City Bulletin Boards on \_\_\_\_\_ by \_\_\_\_\_.



# Exhibit A



**EAGLE MOUNTAIN CITY**

**CONSOLIDATED FEE SCHEDULE**

**Effective March 17, 2020**



1. The following fees are hereby imposed as set forth herein:

1.1. Miscellaneous Fees

- 1.1.1. Compiling records in a form other than that are maintained by the City - actual cost and expense for employee time or time of any other person hired plus supplies and equipment ..... Minimum Charge of \$10.00 per request
- 1.1.2. Certification of record ..... \$1.00/certification
- 1.1.3. Postage ..... Actual Cost to City
- 1.1.4. Other costs allowed by law ..... Actual Cost to City
- 1.1.5. Miscellaneous copying..... \$0.10 printed page (8 ½ x 11)  
..... \$0.15 printed page (11 x 14)  
..... \$0.20 printed page (11 x 17)
- 1.1.6. Electronic copy of minutes of meetings ..... \$30.00 per meeting
- 1.1.7. Bound copy of Development Code ..... \$22.00
- 1.1.8. Bound copy of Street Guide ..... \$8.00
- 1.1.9. Standard Specifications ..... \$20.00
- 1.1.10. Policies & Procedures Manual ..... \$20.00
- 1.1.11. Map Fees

| Map Fees (Black & White)            |             |                          |
|-------------------------------------|-------------|--------------------------|
| <u>Maps (Paper Sizes in Inches)</u> | <u>Cost</u> | <u>Cost with Aerials</u> |
| 8 ½ x 11 (under 5 pages)            | Free        | \$1.00                   |
| 11 x 17                             | \$1.00      | \$3.00                   |
| 24 x 36                             | \$10.00     | \$12.00                  |
| 36 x 48                             | \$15.00     | \$16.00                  |

| Map Fees (Color)                    |             |
|-------------------------------------|-------------|
| <u>Maps (Paper Sizes in Inches)</u> | <u>Cost</u> |
| 8 ½ x 11                            | \$5.00      |
| 24 x 36                             | \$15.00     |
| 36 x 48                             | \$20.00     |

- 1.1.12. Subdivision Ordinance Packet ..... \$5.00
- 1.1.13. Recreation Master Plan (bound copy) ..... \$30.00
- 1.1.14. Capital Facilities Plan ..... \$15.00
- 1.1.15. Solid Waste Collection:
  - 1.1.15.1. One Container ..... \$9.50
  - 1.1.15.2. Second Container ..... \$6.25
  - 1.1.15.3. Recycling Container ..... \$5.00
  - 1.1.15.4. Surcharge ..... Varies monthly according to Energy Information Administration Index
- 1.1.16. Electronic Copy of Documents on CD (per CD) ..... \$3.00
- 1.1.17. Motor Vehicle Access to Open Space Permit ..... \$25.00
  - 1.1.17.1. Damage Deposit (may be waived by Asst. PW Director) ..... \$2,000.00
  - 1.1.17.2. Monitoring Fee (if required by Asst. PW Director) ..... \$50.00 per hour
- 1.1.18. Use of the City Hall Building for small events (accommodating less than 25 people) not involving food ..... \$50.00 + \$15.00 per hour (\$35.00 per hour on weekends)



- 1.1.19. Use of the City Hall Building for small events (accommodating less than 25 people) involving snacks and beverages..... \$100.00 + \$15.00 per hour (\$35.00 per hour on weekends)  
..... (of which \$50.00 is kept by the City for deep cleaning)
- 1.1.20. Use of the City Hall Building for large events (accommodating 26 or more people) not involving food .  
..... \$600.00 + \$15.00 per hour (\$35.00 per hour on weekends)  
..... (of which \$200.00 is kept by the City for deep cleaning)
- 1.1.21. Use of the City Hall Building for large events (accommodating 26 or more people) involving food .....  
..... (\$600.00 + \$15.00 per hour on weekends)  
..... (of which \$200.00 is kept by the City for deep cleaning)
- 1.1.22. Candidate Filing Fee ..... \$50.00
- 1.1.23. Easement Review Fee ..... \$750.00
- 1.1.24. Franchise Agreement Application..... \$750.00
- 1.1.25. Ladder Sign Fees:
  - 1.1.25.1. Full Ladder Sign ..... \$2,400 per year
  - 1.1.25.2. Top Double Slat Ladder Sign ..... \$1,020 per year
  - 1.1.25.3. Bottom Double Slat Ladder Sign..... \$900 per year
  - 1.1.25.4. Single Slat Ladder Sign ..... \$540 per year

1.2. Library:

- 1.2.1. Photocopies:
  - 1.2.1.1. Black & White (Copier or Computer) ..... \$0.10 per page
  - 1.2.1.2. Color (Copier or Computer) ..... \$0.25 per page
  - 1.2.1.3. Scan/Email for each increment of 10 pages ..... \$1.00
- 1.2.2. Faxes:
  - 1.2.2.1. Faxes for each increment of 10 pages ..... \$1.00
- 1.2.3. Fees:
  - 1.2.3.1. Lost/Stolen Library Card Replacement ..... \$3.00
  - 1.2.3.2. Inter-Library Loan Fee ..... \$3.00 per item
  - 1.2.3.3. Non-Resident Fee ..... \$80.00 per family/per year or \$40.00 for 6 mos.
  - 1.2.3.4. Processing Fee for Lost/Damaged Items ..... \$5.00 per item + cost (determined by director)
  - 1.2.3.5. Returned Check Fee ..... \$25.00
  - 1.2.3.6. Sent to Collections ..... \$20.00
  - 1.2.3.7. Missing Barcode..... \$1.50 per occurrence
  - 1.2.3.8. Missing RFID Tag (Radio Frequency Identification) ..... \$2.50
- 1.2.4. Media Collection Fees:
  - 1.2.4.1. Missing Audio Book CD..... \$7.00 per missing item/if cannot replace one disk,  
Patron will be charged full replacement cost.
- 1.2.5. Proctoring Fee:
  - 1.2.5.1. Non-Residents of Eagle Mountain ..... \$10.00
- 1.2.6. Electronic Devices:



1.2.6.1. LaunchPads:

|            |                                                   |                       |
|------------|---------------------------------------------------|-----------------------|
| 1.2.6.1.1. | Replacement Cost .....                            | \$130.00              |
| 1.2.6.1.2. | Missing Orange Bumper .....                       | \$12.00               |
| 1.2.6.1.3. | Damaged/Missing Box .....                         | \$10.00               |
| 1.2.6.1.4. | Damaged/Missing USB .....                         | \$8.00                |
| 1.2.6.1.5. | Damaged/Missing AC adaptor .....                  | \$12.00               |
| 1.2.6.1.6. | Cracked Screen or Broken/Unusable LaunchPad ..... | full replacement cost |

1.2.6.2. Kindle Fires:

|            |                                                |                       |
|------------|------------------------------------------------|-----------------------|
| 1.2.6.2.1. | Replacement Cost .....                         | \$70.00               |
| 1.2.6.2.2. | Missing Leather Case .....                     | \$15.00               |
| 1.2.6.2.3. | Damaged/Missing Sleeve Bag .....               | \$7.00                |
| 1.2.6.2.4. | Damaged/Missing USB .....                      | \$8.00                |
| 1.2.6.2.5. | Damaged/Missing Power Cord.....                | \$12.00               |
| 1.2.6.2.6. | Cracked Screen or Broken/Unusable Kindle ..... | full replacement cost |

1.2.6.3. Either electronic device returned in book drop instead of in person- \$10.00 + any damages that may occur from other items being dropped onto LaunchPad or Kindle

1.3. Animal Control:

- 1.3.1. Dog License Fee ..... \$1.00 Administration Fee  
..... +fees per Utah County Animal Control Shelter Fee Schedule
- 1.3.2. Redemption Fees..... per Utah County Animal Control Shelter Fee Schedule  
..... And associated pickup and impound costs

1.4. Building:

1.4.1. Permit Fee Table

| Total Valuation                                                                   | Fee                                                                                                                                    |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00                                                                | \$23.50                                                                                                                                |
| \$501.00 to \$2,000.00                                                            | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              |
| \$2,001.00 to \$25,000.00                                                         | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00                                                        | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.00 to \$100,000.00                                                       | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00                                                      | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00                                                    | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up                                                             | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |
| <b>Other Inspections and Fees:</b>                                                |                                                                                                                                        |
| 1. Inspections outside of normal business hours (minimum charge – two hours)..... | \$50.00 per hour 1                                                                                                                     |
| 2. Reinspection Fee.....                                                          | \$50.00 per hour 1                                                                                                                     |
| 3. Inspections for which no fee is specifically indicated.....                    | \$50.00 per hour 1                                                                                                                     |



|                                                                                                                                                                                                   |                  |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---|
| 4. Additional plan review required by changes, additions, revisions to plans, (minimum charge - ½ hour ).....                                                                                     | \$50.00 per hour | 1 |
| 5. For use of outside consultants for plan checking and inspections, or both .....                                                                                                                | ACTUAL COST      | 2 |
| 1. Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. |                  |   |
| 2. Actual costs include administrative and overhead costs.                                                                                                                                        |                  |   |

- 1.4.2. Commercial Plan Review Fees ..... 65% of the permit fee
- 1.4.3. Residential Plan Review Fees... ..... 40% of the permit fee
- 1.4.4. Plan Review Fee for Registered Plans ..... 25% of the permit fee
- 1.4.5. Refunds for permits issued will be limited to 80 percent of the permit costs, no later than 90 days after the date of fee payment. No refunds for plan review costs will be given if the plan review has been conducted.
- 1.4.6. One-percent surcharge per building permit (Utah Code):
  - 1.4.6.1. 80% submitted to Utah State Government
  - 1.4.6.2. 20% retained by City for administration of State Collection
- 1.4.7. Buildings of unusual design, excessive magnitude, or potentially hazardous exposures, may, when deemed necessary by the Building Official, warrant an independent review by a design professional chosen by the Building Official. The cost of this review may be assessed in addition to the building permit fee set forth in this subsection.
- 1.4.8. Temporary Occupancy Fee ..... \$100.00 plus 120% of value of uncompleted items
- 1.4.9. Board of Appeals (Current Building Code) ..... \$100.00
- 1.4.10. Residential Buildings & Commercial Buildings– Fees charged for building permits are set forth as per permit fee table (above).
- 1.4.11. Plan Review Fees for re-checking of plans ..... \$200.00 + \$50.00 per hour after 1<sup>st</sup> hour
- 1.4.12. Fast Track Fee (Residential Only) ..... \$400.00
- 1.4.13. Re-inspection fee..... \$50.00 per trade
- 1.4.14. Temporary Power Inspection ..... \$100.00
- 1.4.15. Sales Office and Construction Trailer..... \$200 + State surcharge  
(Fee may be increased for trailers over 400 square feet as deemed necessary by the Building Official.)

1.5. Business License Fees:

- 1.5.1. Commercial Business License ..... \$75.00
- 1.5.2. Home Based Business License..... \$25.00  
Administrative note: Initial transition year changing from June expiration to annual expiration will be prorated from July 1 to anniversary date.
  - 1.5.2.1. Home Based Business License with Inspections..... \$75.00
- 1.5.3. Business License Renewal Late Charge 45 days after expiration date .....25% Additional
- 1.5.4. Duplicate License (lost original, changing address, name of business, etc.)..... \$10.00
- 1.5.5. Temporary Licenses: Canvasser, Solicitors, and Other Itinerant Merchants
  - 1.5.5.1. Application Fee ..... \$75.00
  - 1.5.5.2. License Fee ..... \$10.00 for 10 consecutive calendar days
  - 1.5.5.3. Home Sales License Fee ..... \$2.00 for 10 consecutive calendar days
  - 1.5.5.4. License for Public Assemblies of 30 or more people ..... \$100.00 per day
- 1.5.6. Background Checks (when applicable).....\$7.00 (as charged to City)



|                                                               |                                            |            |
|---------------------------------------------------------------|--------------------------------------------|------------|
| 1.5.7.                                                        | Bond for Contracting Bonding License ..... | \$5,000.00 |
| 1.5.8.                                                        | Liquor License .....                       | \$300.00   |
| 1.5.9.                                                        | Film Permit.....                           | \$75.00    |
| (Non-profit organizations and student productions are exempt) |                                            |            |

1.6. Ordinance Enforcement:

1.6.1. Abatement of injurious and noxious real property and unsightly or deleterious objects or structures.....  
..... Actual cost of abatement plus 20% of actual cost

1.6.2. Sign Enforcement:

1.6.2.1. First sign violation, a written warning. Second violation \$10. Third violation \$25, per sign, per day (until in compliance). Forth and subsequent violations \$50 per sign, per day (until in compliance).

1.6.2.2. Sign Impound Release Fee .....\$150.00 per sign (Except as abated by the City Council)

1.6.3. Parking Fines:

1.6.3.1. First violation a written notice, Second violation \$25, Third violation \$50. Vehicles and trailers will be towed at the owner's expense.

1.6.3.2. Blocking streets and/or sidewalks illegally. First violation a written notice, second violation \$25, third violation \$50.

1.6.4. Solid Waste Management Violations:

1.6.4.1. Illegal Dumping/Solid Waste. First violation a written notice, second violation \$200, third violation \$400, fourth and subsequent violations \$600.

1.6.4.2. Accumulation of construction dirt, debris, mud, etc., on City streets. First violation a written notice, second violation \$50, third violation \$100 and stop work progress until fines are paid.

1.7. Community Development:

1.7.1. Master Development:

1.7.1.1. Land Use Concept Plan\* .....\$250.00

1.7.1.2. Master Development Plan Application or Amendment .....\$6,000.00

1.7.1.3. Capital Facility Plan Amendment Application Fee per Development .....\$9,750.00

1.7.1.4. Concept Capital Facility Plan Amendment .....\$1,000.00

1.7.2. Rezoning Request .....\$1,350.00

1.7.3. Conditional Use:

1.7.3.1. Conditional Use (new) .....\$500.00

1.7.3.2. Conditional Use (amendment) .....\$200.00

1.7.3.3. Accessory Apartments .....\$230.00

1.7.3.4. Application Fee – Alternative Animal Management Plan.....\$25.00

1.7.3.5. Application Fee – Hobby Breeder License .....\$75.00

1.7.4. Subdivisions:



- 1.7.4.1. Subdivision Concept Plan\* ..... \$300.00 + \$5.00 for each ERU over 40
- 1.7.4.2. Revised Approved Plat and Recorded Plat Amendment Fee (per amended lot) .....  
.....\$1,500.00 + \$25.00 per lot
- 1.7.4.3. Preliminary Plat Processing Fee..... \$400.00 + \$60.00/Lot
- 1.7.4.4. Condominium Fees:
  - 1.7.4.4.1. Conceptual Review\* .....\$650.00 + \$10.00 per ERU
  - 1.7.4.4.2. Preliminary Plat Review ..... \$1,500.00 + \$26.00 per ERU
  - 1.7.4.4.3. Site Plan and Final Plat Review..... \$1,900.00 + \$50.00 ERU
- 1.7.4.5. Final Plat & Development Agreement Processing Fee ..... \$400.00 + \$95.00/Lot
- 1.7.4.6. Inspection Fees: (Based on Engineers' Estimate of the Project Cost).....3.2%  
.....of the first \$750,000.00 estimate, 1% of the estimate amount exceeding \$750,000.00
- 1.7.4.7. Contractors, Subdivisions & Building Bonds:
  - 1.7.4.7.1. Performance and Guaranty ..... 110% of Value plus 2 year warranty
  - 1.7.4.7.2. Contractor Infrastructure Protection Deposit..... \$1,000 Cash deposit for  
one home or \$5,000.00 cash deposit for more than one concurrent home  
or project.
  - 1.7.4.7.3. Owner Builder Protection Deposit.....\$1,000.00 Cash deposit
- 1.7.4.8. Lot Split Application Fee ..... \$1,600.00
- 1.7.4.9. Lot Line Adjustment Fee..... \$575.00
- 1.7.4.10. Revised Approved Construction Plans ..... \$600.00
- 1.7.4.11. Recordation Fee ..... \$800.00
- 1.7.4.12. Minor Plat Recording Fee..... Staff Time + Utah County Recording Fee
- 1.7.5. Site Plan Review Fees:
  - 1.7.5.1. Residential Master Site Plan Review Fee.....\$2,000 (5-10 Acres), \$4,000 (10 Acres +)
  - 1.7.5.2. Residential Site Plan Review Fee..... \$60.00/DU
  - 1.7.5.3. Non-Residential Master Site Plan Review Fee ..... \$2,000 (5-10 Acres), \$4,000 (10 Acres +)
  - 1.7.5.4. Non-Residential Site Plan Review Fee .....  
.....\$2,000 (0-5 Acres), \$4,000 (5.1-10 Acres), \$6,000 (10.1-50 Acres), \$8,000 (50+ Acres)
  - 1.7.5.5. Temporary Non-Residential Site Plan Review Fee ..... \$1,580.00
- 1.7.6. Annexation:
  - 1.7.6.1. Application Fee ..... \$1,500.00 + \$5.00 per acre
  - 1.7.6.2. Capital Facility Plan Amendment Application Fee per Development ..... \$9,750.00
- 1.7.7. Signs:
  - 1.7.7.1. Permit Fee per Sign Face ..... \$50.00 (except as abated by the City Council)
  - 1.7.7.2. Sign Lease Fee ..... As determined by the City Council
  - 1.7.7.3. Sign Lease Application Fee..... \$50.00
- 1.7.8. Streets:
  - 1.7.8.1. Street dedication or vacation ..... \$300.00



|          |                                                                                                                                                                                                                                                                                                                                            |          |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1.7.8.2. | Street name change application.....                                                                                                                                                                                                                                                                                                        | \$100.00 |
| 1.7.8.3. | New street sign for name change approval                                                                                                                                                                                                                                                                                                   |          |
| 1.7.9.   | Board of Adjustment: variance, non-conforming use, conditional use appeal, appeal of Zoning Administrator.....                                                                                                                                                                                                                             | \$100.00 |
| 1.7.10.  | Disposal of City Property: An amount to be set by action of the City Council on a case by case basis depending on the cost to the City and a fair and equitable charge to the applicant.                                                                                                                                                   |          |
| 1.7.11.  | Application for Amendment to the General Plan and Development Code including text and map amendments in the nature of property rezoning shall be subject to an application fee of \$400.00 (No fee is associated with suggestions from the public in the nature of improvements in the law, to amend the development code or general plan) |          |
| 1.7.12.  | Land Disposal Application Fee .....                                                                                                                                                                                                                                                                                                        | \$150.00 |
| 1.7.13.  | Utah County Surveyor Review Fee.....                                                                                                                                                                                                                                                                                                       | \$125.00 |
|          | (To be charged to initiating parties of annexations, disconnects, service district boundary creations or adjustments, consolidation of multiple local entities, or boundary adjustments between local entities.)                                                                                                                           |          |

\*Concept fees shall be credited towards additional application fees. Specifically, the processing fee required by the next application process shall be reduced by the amount paid for the concept plan review.

#### 1.8. Utility Rates and Fees:

|          |                                                                                          |                              |
|----------|------------------------------------------------------------------------------------------|------------------------------|
| 1.8.1.   | Concrete Inspection Permits:                                                             |                              |
| 1.8.1.1. | Curb and gutter.....                                                                     | \$1.00 per linear foot       |
| 1.8.1.2. | Sidewalk.....                                                                            | \$0.75 per linear foot       |
| 1.8.2.   | Excavation Permits, Asphalt/Concrete Cuts/Unimproved Surface:                            |                              |
| 1.8.2.1. | Minimum fee for cuts in paved surfaces more than 3 years old.....                        | \$300.00                     |
| 1.8.2.2. | Minimum fee for cuts in paved surfaces 3 years old or less.....                          | \$2,000.00                   |
| 1.8.3.   | Grading Permit:                                                                          |                              |
| 1.8.3.1. | 101 - 1,000 Yd <sup>3</sup> .....                                                        | \$27.00 (1.5 hrs staff time) |
| 1.8.3.2. | 1,001 – 10,000 Yd <sup>3</sup> .....                                                     | \$54.00 (3 hrs staff time)   |
| 1.8.3.3. | 10,001 – 100,000 Yd <sup>3</sup> .....                                                   | \$108.00 (6 hrs staff time)  |
| 1.8.3.4. | Over 100,000 Yd <sup>3</sup> .....                                                       | \$216.00 (12 hrs staff time) |
| 1.8.4.   | Blasting Permit:                                                                         |                              |
| 1.8.4.1. | Permit fee not within 1,320 ft. of an existing structure .....                           | \$1,000.00                   |
| 1.8.4.2. | Permit fee within 1,320 ft. of an existing structure (requires City Council approval) .. | \$5,000.00                   |
| 1.8.4.3. | Onsite fee .....                                                                         | \$250.00 per blast           |
| 1.8.5.   | Utility Deposits:                                                                        |                              |
| 1.8.5.1. | Deposit .....                                                                            | \$40.00                      |
| 1.8.6.   | Water Rates Services Fees:                                                               |                              |
| 1.8.6.1. | Monthly Base Rate per ERU .....                                                          | \$20.00                      |



1.8.6.2. Residential Tiered Water Rates:

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

1.8.6.3. Commercial & Industrial Tiered Water Rates:

|        |                  | <u>Commercial</u> | <u>Institutional</u> |
|--------|------------------|-------------------|----------------------|
|        | <u>Base Rate</u> | \$20.00           | \$20.00              |
| Tier 1 | Low              | 0                 | 0                    |
|        | High             | 170               | 500                  |
|        | Cost             | \$0.80            | \$0.80               |
| Tier 2 | Low              | 170               | 500                  |
|        | High             | 220               | 750                  |
|        | Cost             | \$0.85            | \$0.85               |
| Tier 3 | Low              | 220               | 750                  |
|        | High             | -                 | -                    |
|        | Cost             | \$0.90            | \$0.90               |

1.8.6.4. Construction Water Fee..... \$100.00

1.8.6.5. Construction Water Hydrant Rental Deposit..... \$1,500.00

1.8.6.6. Construction Water Hydrant Rental Fee ..... \$10.00 per day for first 30 days;  
\$100.00 per calendar month thereafter; together with Water Usage Rate of \$0.80 per kgal

1.8.6.7. Open Space Usage Rate ..... \$0.80 per kgal

1.8.6.8. Meter Connection Fees: (In addition to Impact Fees where applicable)

1.8.6.8.1. Single Family Residential (meter size 5/8" or 3/4")..... \$450.00

1.8.6.8.2. Commercial, Industrial or Multi Family Residential

| <u>Water Meter Size</u> | <u>Connection Fee</u> |
|-------------------------|-----------------------|
| 3/4"                    | \$450.00              |
| 1"                      | \$640.00              |
| 1 1/2"                  | \$1,260.00            |
| 2"                      | \$1,920.00            |
| 3"                      | \$3,600.00            |
| 4"                      | \$5,120.00            |

1.8.6.8.3. Impact Fee ..... Addition when applicable

1.8.6.9. Contractors shall provide a PVC construction water jumper approved by the City. A fee will be charged for construction water usage prior to a water meter installation by the city. In addition to the regular fee any damage to the water system by the contractor, will be repaired by the contractor responsible at his expense plus any additional city fees.

1.8.6.10. Damage to hydrant or hydrant meter by contractor will be deducted from the Water Hydrant Deposit.

1.8.6.11. Customer Requested/Reconnect/Disconnect Fee..... \$25.00



- 1.8.7. CWP Water Rate.....\$11,140.00 per acre foot
- 1.8.8. Banked Water Transfer Fee ..... \$250.00
- 1.8.9. Sewer Rate and Fees:
  - 1.8.9.1. North Service Area Sewer Fee:
    - 1.8.9.1.1. Single Family Residential Usage Rate per ERU .....\$15.25 per month
    - 1.8.9.1.2. Treatment Fee (TSSD) per ERU .....\$25.89 per month
  - 1.8.9.2. South Service Area Sewer Fee:
    - 1.8.9.2.1. Single Family Residential Usage Rate per ERU .....\$15.25 per month
    - 1.8.9.2.2. SSA Treatment / Capital Bond Payment per ERU .....\$27.75 per month
  - 1.8.9.3. West Service Area Sewer Fee:
    - 1.8.9.3.1. Single Family Residential Usage Rate per ERU .....\$15.25 per month
    - 1.8.9.3.2. WSA Treatment /Capital Bond Pmt./Loan Pmt. per ERU ....\$29.80 per month
  - 1.8.9.4. WSA Wastewater Grant Reimbursement Fee for New Connections: \$5,325.60 per ERU (reduced \$266.28 per year for each calendar year after Division of Water Quality Project #202 Loan / Grant closing).
  - 1.8.9.5. Reuse Water ..... \$0.70 per kgal
    - 1.8.9.5.1. Schools, Businesses and Churches .....  
.....80% of water used for culinary purposes
  - 1.8.9.6. Single Family Residential Connection Fee ..... \$100.00 per ERU (Impact Fee Additional Where Applicable)
  - 1.8.9.7. Commercial, Industrial or Multi Family Connection Fee .....  
.....Estimated Cost of Connection plus 15% Administration Fee
  - 1.8.9.8. North Service Area Facilities – Extraterritorial Service Connection Fee for each single-family residential connection ..... \$150.00
  - 1.8.9.9. North Service Area Facilities – Extraterritorial Services Line Capacity Fee for SID 98-1 for each single-family residential unit..... \$470.00
  - 1.8.9.10. North Services Area Facilities – Timpanogos Special Service District Connection Fee for each single family residential unit..... \$2485.00  
Fee Breakdown: \$2475.00 for TSSD - \$10.00 EMC Administrative Fee
  - 1.8.9.11. North Service Area Facilities – Extraterritorial Sewer Service Usage Fee.....\$42.84 month
- 1.8.10. Storm Water Fee ..... \$5.00 per ERU
- 1.9. Park:
  - Park Use Deposit Fee..... **Up to \$1,000\***  
**\*Set at time of application which may be up to \$1,000.00, depending on the use and rental time.**



1.9.1. Park Reservation:

| <u>Park (Description)</u>                                  | <u>Resident</u>                                         | <u>Non-Resident</u>                                      |
|------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|
| Autumn Ridge Pavilion Only                                 | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Bike Park Pavilion Only                                    | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Cory B. Wride Memorial Park Large Pavilion Only (8 Tables) | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - Full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$100 - Full day 8am-9pm |
| Eagle Park Commons Pavilion Only                           | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Eagle Point C Pavilion Only                                | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |
| Eagle's Gate Park Pavilion Only                            | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Lakeview Estates Park Pavilion Only                        | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - Full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - Full day 8am-9pm  |
| Meadow Ranch (Autumn) Pavilion Only                        | 15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm   | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Meadow Ranch Park B Pavilion Only                          | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |
| Nolen Park East Pavilion Only                              | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |
| North Ranch Pavilion Only                                  | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |
| Overland Trails Park Pavilion Only                         | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Pioneer Park Pavilion Only                                 | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Pony Express Park Pavilion Only                            | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Sage Valley Park Pavilion Only                             | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Silver Lake Amphitheater                                   | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |
| Silver Lake Amphitheater Pavilion Only                     | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Skyline Ridge Pavilion Only                                | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Smith Ranch Pavilion Only                                  | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Spring Run Park Pavilion Only                              | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - Full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - Full day 8am-9pm  |
| Sunset Ridge Park Pavilion Only                            | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - Full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - Full day 8am-9pm  |
| Sweetwater Park Pavilion Only                              | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |
| Three's Crossing Park Pavilion Only                        | \$15 - ½ day 8am-2pm/3pm-9pm<br>\$30 - full day 8am-9pm | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm  |
| Valley View Park Pavilion Only                             | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |
| Walden Park Pavilion Only                                  | \$25 - ½ day 8am-2pm/3pm-9pm<br>\$50 - full day 8am-9pm | \$50 - ½ day 8am-2pm/3pm-9pm<br>\$75 - full day 8am-9pm  |



1.9.2. Park Field Rental Schedule:

| <u>Description</u>                                 | <u>Cost</u> |
|----------------------------------------------------|-------------|
| <u>Baseball Fields:</u>                            |             |
| Hourly Rate Per Field                              | \$25        |
| Additional Field Prep Monday-Friday                | \$40        |
| Additional Field Prep Saturday or Holidays         | \$60        |
| Lighting - Hourly Rate Per Field                   | \$15        |
| CWMP – Entire Complex Half Day – up to 7 Hours     | \$250       |
| CWMP – Entire Complex Full Day – more than 7 Hours | \$500       |
| <u>Turf Field Rental:</u>                          |             |
| Hourly Rate Per Field                              | \$15        |
| Lighting - Hourly Rate Per Field                   | \$15        |

1.9.3. Arena Fee Schedule:

|          |                                                            |                             |
|----------|------------------------------------------------------------|-----------------------------|
| 1.9.3.1. | Daily Rental, w/arena preparation 5 hrs. and above .....   | \$350.00                    |
| 1.9.3.2. | Hourly Rental, arena as is less than 5 hrs. ....           | \$30.00/hr.                 |
| 1.9.3.3. | Full arena preparation water/worked .....                  | \$75.00                     |
| 1.9.3.4. | Groomed Preparation Single Pass .....                      | \$25.00 per work            |
| 1.9.3.5. | Annual Single Riding Pass .....                            | \$50.00                     |
| 1.9.3.6. | Annual Family (living at home dependents) Riding Pass..... | \$100.00                    |
| 1.9.3.7. | Stall Rental 1-23 Daily .....                              | \$15.00 first day/\$5 after |
| 1.9.3.8. | Day usage per-horse .....                                  | \$5/day per horse           |

Arena users must execute an application for arena use for each rental or have an arena use application on file at City Offices and verify availability of the arena for rental. Arena and stall rentals, hourly and daily will include a minimum deposit set at the time of application which may be up to \$1,000.00 depending on the use and rental time. All stall rentals and animal storage areas do not include feed or water (water is available on site) it's the renters responsibility for caretaking of the rented space and animals within. All rentals are interruptible at any time by the City to sponsor an event.

1.9.4. Sheriff's Office:

|          |                                                  |                             |
|----------|--------------------------------------------------|-----------------------------|
| 1.9.4.1. | Personnel Fee – Deputy (four hour minimum) ..... | \$67.50 per deputy per hour |
| 1.9.4.2. | Vehicle Fee .....                                | \$0.50 per mile per vehicle |

1.9.5. Public Works Department:

|          |                    |                                          |
|----------|--------------------|------------------------------------------|
| 1.9.5.1. | Personnel Fee..... | Direct Cost + 100% (Overtime & Benefits) |
|----------|--------------------|------------------------------------------|

1.9.6. Cemetery Fees:

|            |                                                          |           |
|------------|----------------------------------------------------------|-----------|
| 1.9.6.1.   | Purchase of Burial Plot Fee:                             |           |
| 1.9.6.1.1. | Eagle Mountain City Resident .....                       | \$550.00  |
| 1.9.6.1.2. | Non-Resident .....                                       | \$1000.00 |
| 1.9.6.1.3. | Eagle Mountain City Resident Infant - Angel Garden ..... | \$275.00  |
| 1.9.6.1.4. | Non-Resident Infant - Angel Garden .....                 | \$500.00  |
| 1.9.6.2.   | Interment (opening/closing of the burial plot):          |           |
| 1.9.6.2.1. | Adult .....                                              | \$300.00  |
| 1.9.6.2.2. | Infant.....                                              | \$200.00  |
| 1.9.6.2.3. | Cremation Interment .....                                | \$200.00  |
| 1.9.6.3.   | Disinterment .....                                       | \$1500.00 |



|          |                                                                                                                                      |                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 1.9.6.4. | Weekend/Holiday (additional fee that municipal cemeteries charge to cover labor for overtime/holiday pay) .....                      | \$300.00          |
| 1.9.6.5. | Inspection fee (City staff will inspect the vault to ensure that the headstone is set correctly and according to regulations.) ..... | \$35.00           |
| 1.9.6.6. | Transfer of Ownership Fee .....                                                                                                      | \$50.00 per space |

1.10. Special Events:

1.10.1. Mobile Stage Rental Fees:

|           |                                                              |                   |
|-----------|--------------------------------------------------------------|-------------------|
| 1.10.1.1. | Stage Rental Deposit .....                                   | \$500.00          |
| 1.10.1.2. | First Day, Partial Stage .....                               | \$1000.00         |
| 1.10.1.3. | First Day, Full Stage .....                                  | \$1500.00         |
| 1.10.1.4. | Additional Day, Partial Stage (with move).....               | \$1000.00         |
| 1.10.1.5. | Additional Day, Full Stage (with move).....                  | \$1500.00         |
| 1.10.1.6. | Additional Day (without move).....                           | \$750.00          |
| 1.10.1.7. | Hourly Transportation Fee (outside of Eagle Mountain).....   | \$200.00 per hour |
| 1.10.1.8. | Stage Cleaning Fee (retained from deposit if necessary)..... | \$200.00          |

2. General Utility Fees:

PAYMENT OF CHARGES, REIMBURSEMENT FOR PROFESSIONAL FEES, AND COLLECTION OF PAST DUE ACCOUNTS. This section amends, enacts new provisions and restates and consolidates prior resolutions of the City Council of the City of Eagle Mountain and clarifies the requirement for collection of facilities, construction payments, past due accounts and other remedies to collect past due accounts from development applicants and others.

2.1. As additional fees for development review and approval, each development applicant shall be responsible to reimburse the City of Eagle Mountain for all excess fees and charges plus 10% administrative costs incurred by the City of Eagle Mountain in the review and processing of the development applicants application for Subdivision, site plan review, building permit, Master Site Plan (original or amended) or other development review. Existing application fees stated above payable by applicants include reasonable monetary charges for professional services required to the City to review and process the developers application, however, if the project or development review requires more professional or other third party services than anticipated and provided for in the original application fee, the developer shall be responsible to reimburse the City for the excess reasonable fees and charges incurred in the review, processing and compliance assurance required by the City to complete consideration of the developers application. Such fees and charges shall accrue to, and are payable by, the development entity which executes the development application, or enters into a development agreement with the City of Eagle Mountain as required under the City Development Code.

2.2. The City shall bill developers for excess reimbursable fees accruing under paragraph A above and all other charges on a regular basis within forty-five (45) days of the payment of such reimbursable fees and/or accrual of other charges to the developer by the City. The billing by the City shall be in reasonable detail to permit the developer applicant to determine the reason for the expenditure, the project for which the fees or charges were incurred, and the rate or other basis for the reimbursement or other charge. Billings for reimbursable fees are due upon receipt and if the balance due is not paid within thirty (30) days of mailing, the developer applicant account is delinquent and the developer applicant is in default on its reimbursement fee obligations to the City. Every billing statement from the City to a developer shall be deemed correct, accurate, undisputed and due in full unless the City Treasurer is notified in writing of a dispute bill in reasonable detail to ascertain the exact question or matter in dispute within thirty (30) days of the postmarked date on the mailed statement or the date of hand-delivery if the statement is not delivered through the U.S. Mail.

2.2.1. Developer applicants, or their representatives, may informally confer with City staff to obtain further information, ask questions, and receive clarification of charges included on the billings. An informal conference may result in changes to the invoice from the City to the developer applicant.



- 2.2.2. If the invoice is corrected or changed, the developer applicant shall pay the corrected invoice within fifteen (15) days after receipt of a corrected invoice.
  - 2.2.3. If the developer applicant does not dispute the billing, request information and engage in an informal conference with staff concerning the billing, the invoice shall be due thirty (30) days from the date of the invoice. Billed invoices shall be due and payable to the City thirty (30) days from the date of the invoice in the case of undisputed invoices and fifteen (15) days after receipt of a corrected invoice in the case of an invoice corrected after an informal conference or corrected after a decision by the City council.
  - 2.2.4. If the developer applicant disputes any charge on the invoice from the City to the developer applicant, the developer applicant shall pay the amount of the invoice and notify the City in writing of the dispute, indicating each disputed item and the reason each disputed item is disputed. The total sum of all disputed items shall constitute the contested amount of the payment by the developer applicant to the City.
- 2.3. The City Treasurer shall receive the disputed payment and the contested amount and shall notify the City Recorder of the contested payment. The City recorder shall notify the Mayor and provide the Mayor and Council with the statement of dispute received from the developer applicant.
- 2.3.1. The City Council shall consider the payment dispute in a regularly scheduled City meeting. Notice of the time, date and place of the meeting where the disputed statement will be considered by the City Council will be mailed to the developer applicant not less than five (5) days before the date of the meeting. The developer applicant may be present and present any statement or evidence supporting the developer applicant's position with respect to the dispute.
  - 2.3.2. City Council shall cause the party to whom disbursement was made by the City to be present at the hearing on the disputed amount and after hearing all of the relevant evidence and statements of parties and staff, the City Council shall vote on each disputed item and determine whether or not to direct a refund to the developer applicant for any disputed charge. A final decision by the City Council may be made in the absence of the developer applicant disputing the statement in dispute.
- 2.4. Developer applicants must remain in good standing with all amounts due and payable to the City paid as such amounts become due. Developers or Master Developers who are delinquent in payment of reimbursable fees and charges to the City except facilities construction fee payments under Section 2.4.1, 2.4.2 and 2.4.3, or other charges to the City, are deemed to be in default and all processing of all applications before the City staff, Planning Commission or City Council shall be tabled until the developer applicant's default is cured by the timely payment of all fees and charges or the execution of an agreement for the payment of all fees and charges acceptable to the City Treasure or Administrator. Except as provided below, City staff are specifically instructed to verify that each Master Developer or developer applicant is in good standing with respect to all fees and charges owed to the City before presenting developer applications to the Planning Commission agenda or the City Council agenda, and specifically before recordation of plats or final signing and approval of site plans, building permits, or other development approval applications.
- 2.4.1. Master Developers obligated to facilities construction fee payments to the City who are not current in the payment of all facilities fee construction payments and all major development applicants within the respective master development areas where the Master Developer is not current on all facilities fee construction payments, may qualify to continue to process major development subdivision applications as provided by the Development Code under special rules established in this Section 2.4.1 and in Section 2.4.2 and 2.4.3.
  - 2.4.2. Whenever a Master Developer is not current in the payment of facilities fee construction obligations, major development subdivision applications may be processed by the Planning Commission and City Staff and City Engineer up to consideration of the final plat of the subdivision by the City Council. No final vote shall be taken on the final plat or on the approval of a development agreement if the Master Developer or subdivider is in default in the payment of facilities fee construction obligations to



the City. The Council shall not vote on the final plat or the subdivision development agreement for the period of time the Developer remains in default in the payment of the facilities fee obligations. The vote may be scheduled on the final plat and subdivision development agreement after the expiration of the period of time equal to the time between the date the facilities fee payment should have been paid to the City by the Master Developer and the date the payment was received by the City.

- 2.4.3. Master Developers may qualify for the alternative processing provisions described in Sections 2.4.1 and 2.4.2, but shall only be qualified for the alternative processing if the Master Developer is current at the date of each processing request in the completion of all outstanding projects required to be completed at the date of the processing request. Master Developer projects include, but are not limited to, the completion of all subdivision development improvements required to be constructed by the Master Developer, the completion of parks or other improvements, or the completion of other public improvements or dedication of open space consistent with the Master Developer's.
- 2.5. Utility customer's accounts are due and payable by the last day of each month. Customers who do not pay the full amount of the utility billing invoice on or before the last day of the month are in default and are subject to disconnection of utilities and collection of the delinquent amounts. This section describes the process for notification, termination of services, penalty/reconnection fees, and provision for deferred payments schedule contracts.
  - 2.5.1. Delinquent utility accounts will be charged a fee of the greater of \$15.00 (fifteen dollars) or 1% of the delinquent balance amount at the beginning of each month the accounts are delinquent.
  - 2.5.2. A final notice will be sent to the billing address within ten (10) days after the first working day of the month notifying the customer that if full payment of the past due balance is not received by the date listed on the notice that their service(s) will be subject to termination at any time after the date listed. Customers will be invited to contact City staff during this period to make special arrangements under extenuating circumstances, which may be approved by the City under the provisions of Section 2.5.4 below.
  - 2.5.3. Services terminated for non-payment shall not be reinstated (reconnected) until payment of the past due account balance along with a shut-off processing fee of \$50 has been paid to the City. The shut-off processing fee shall be charged, unless the City has received payment at or before 5:30 p.m. on the day specified by the City, regardless of whether or not the service(s) were actually terminated. The City will reconnect services by the end of business on the following business day after receiving full payment or after special arrangements have been made subject to the provisions of Section 2.5.4 below. City employees who perform the actual shutoff are not allowed to receive payment for Utility Services.
  - 2.5.4. A deferred payment schedule contract may be entered into with a delinquent customer, provided that the deferred payment schedule does not extend for a period of more than (1) year, provides for a specific amount in addition to payment of their current bill, to be paid each month together with interest as provided in Paragraph 2.6 below. Utility customers who do not comply with the terms of an executed deferred payment schedule contract, are subject to termination of service after the City provides the final notice provided in Section 2.5.2 above. Service terminated after default on a deferred payment contract shall not be reinstated until the past due balance has been paid in full. The City may, at its discretion, require an additional utility deposit be paid up to an amount equal to two (2) times the average monthly billing for the utility service.
  - 2.5.5. Customers will be charged a \$50.00 fee to turn utilities on for three business days. If the request is made for the utilities to be activated on Friday, then Saturday and Sunday would count as one business day and their 3-day period would then go from Friday through Monday.
- 2.6. All delinquent bills for utility service, invoices for reimbursable fees, or other charges owed to the City of every kind and nature except for returned checks shall be charged a fee of the greater of \$15.00 (fifteen dollars) or 1% of the unpaid balance at the beginning of each month the bill, invoice, or charge is delinquent.



- 2.6.1. Each check or other instrument tendered to the City for payment of an obligation to the City and returned to the City as a dishonored instrument shall accrue the maximum penalty, services charges and other allowable fees for recovery of the amount due allowed by Utah law.
- 2.6.2. Unpaid City accounts may be sent to Collections after a reasonable attempt has been made to collect the unpaid amounts. Collections will be pursued to the full extent of the law. A fee will be charged equal to the amount billed to the city by the collection agency used up to 40% of the unpaid balance as allowed by Utah State code 12-1-11 3b.

OTHER FEES. This Consolidated Fee Schedule is not intended to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other resolutions, ordinances, or laws except to effect modification of the fees reflected above. The fees listed in the Consolidated Fee Schedule supersede present fees for services specified, but all fees not listed remain in effect. Where this Consolidated Fee Schedule imposes a higher fee than is imposed or required by existing provisions, resolution, ordinance, or law, the provisions of this Resolution shall control.





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                 |                                                                                                                             |                |                  |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------|------------------|
| <b>TITLE:</b>                   | An Ordinance of Eagle Mountain City, Utah, Amending Eagle Mountain Municipal Code Chapter 16.15.050 Review of Concept Plans |                |                  |
| <b>ITEM TYPE:</b>               | Development Code Amendment                                                                                                  |                |                  |
| <b>FISCAL IMPACT:</b>           | N/A                                                                                                                         |                |                  |
| <b>APPLICANT:</b>               | Staff                                                                                                                       |                |                  |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                                                         | <b>ACREAGE</b> | <b>COMMUNITY</b> |

**PUBLIC HEARING:**

Yes

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

The Planning Commission moved to recommend approval of the amendment to Eagle Mountain Municipal Code Chapter 16.15.050 Concept Plans to the City Council. There were no conditions of approval.

**PREPARED BY:**

Michael Hadley,  
Planning

**RECOMMENDATION:**

I move that the City Council approve the Development Code Amendment to Chapter 16.15.050 to the City Council.

**BACKGROUND:**

This is a change in the Development Code removing the word OR under concept plan review, this will require that a Concept plan goes to the Planning Commission and the City Council.

**Attachments:**

ORD-- EMMC Chapter 16.15.050 Review of Concept Plans  
Exhibit A - EMMC 16.15.050



**ORDINANCE NO. O-        -2020**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
AMENDING THE EAGLE MOUNTAIN MUNICIPAL CODE,  
CHAPTER 16.15.050 REVIEW OF CONCEPT PLANS**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to amend the Eagle Mountain Municipal Code, Chapter 16.15.050 Review of Concept Plans as described in Exhibit A.

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

1. The City Council finds that all required notices, public hearings, and other requirements have been completed for the City Council to consider an amendment to the Eagle Mountain Municipal Code Chapter 16.15.050 Review of Concept Plans.
2. The amendment described in Exhibit A is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17<sup>th</sup> day of March, 2020.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

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

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



## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17<sup>th</sup> day of March, 2020.

Those voting aye:

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

Those voting nay:

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

Those excused:

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

---

Fionnuala B. Kofoed, MMC  
City Recorder

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



# Exhibit A



#### 16.15.050 Review of Concept Plans.

The concept plan review shall include an informal conference with the developer and the City's assigned staff, as well as an informal review of the plan by the Planning Commission, and ~~for~~ the City Council. The developer shall receive comments from the assigned staff and other participants to guide the developer in the preparation of subsequent development applications. The Planning Commission shall not take any action on the concept plan review. Further, the staff's, the Commission's, and the Council's comments shall not be binding, but shall only be used for information in the preparation of future development applications.





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                 |                                                                                             |                |                                |
|---------------------------------|---------------------------------------------------------------------------------------------|----------------|--------------------------------|
| <b>TITLE:</b>                   | Transportation Reimbursement Agreement Between Eagle Mountain City, Utah and Flagship Homes |                |                                |
| <b>ITEM TYPE:</b>               | Agreement                                                                                   |                |                                |
| <b>FISCAL IMPACT:</b>           |                                                                                             |                |                                |
| <b>APPLICANT:</b>               | Flagship Homes, LLC                                                                         |                |                                |
| <b>GENERAL PLAN DESIGNATION</b> | <b>CURRENT ZONE</b>                                                                         | <b>ACREAGE</b> | <b>COMMUNITY</b><br>Silverlake |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

NA

**PREPARED BY:**

Fionnuala Kofoed,  
Recorder's Office

**RECOMMENDATION:**

Staff recommends that the City Council approve the Impact Fee Reimbursement Agreement for the SilverLake Development.

**BACKGROUND:**

The reimbursement agreement is tied to the approval of the site plan for SilverLake 21 and 24 which was presented for City Council approval on February 18, 2020. The item was tabled until the reimbursement agreement was ready for approval. Additional information regarding the proposed site plan is available in item 16.B.

**Attachments:**

[Impact Fee Reimbursement Agreement - Silverlake Golden Eagle \(00466003-2xB00C1\)](#)



**IMPACT FEE REIMBURSEMENT AGREEMENT  
FOR SILVERLAKE DEVELOPMENT  
[Transportation]**

This Impact Fee Reimbursement Agreement (this “**Agreement**”) is entered into as of the date last executed below by and among **Eagle Mountain City**, a municipal corporation of the State of Utah (the “City”) and **Flagship Homes, LLC**, a Utah limited liability company (“**Developer**”). City and Developer are collectively referred to herein as the “Parties.”

**RECITALS**

A. Developer is the developer of a portion of the Silverlake Subdivision located in Eagle Mountain City, Utah (the “**Project**”).

B. In connection with the Project, Developer has or will construct and dedicate to the City all required roads within the Project, including, but not limited to, a 77” foot wide portion of Golden Eagle Parkway from the roundabout to the western boundary of the Project, and Developer will dedicate to the City property from the roundabout to the southern boundary of the Project for possible future completion of Silverlake Parkway (collectively the “**Road Improvements**”).

C. The Parties agree that a portion of the Road Improvements should be considered System Improvements subject to reimbursement by the City from the City’s collection of impact fees.

D. It is the intent of the Parties that City will reimburse Developer for certain cost associated with the Road Improvements on the terms and conditions set forth herein.

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

1. Construction and Approval of the Road Improvements. Developer has or will complete the installation of the Road Improvements at Developer’s sole cost by a qualified, licensed contractor acceptable to the City. Developer acknowledges that installation of the Road Improvements is a condition of development approval. Developer will warranty the Road Improvements in accordance with the City warranty requirements for infrastructure improvements.

2. Reimbursement to Developer from City. In order to resolve disagreements between the City and Developer with respect to the amount of transportation impact fee reimbursement for the Project, City and Developer agree that the reasonable reimbursable transportation costs that have or will be incurred by Developer for the Road Improvements is Seven Hundred and Forty Six Thousand Eight Hundred and Fifty Four Dollar (**\$746,854.00**) (the “**Total Reimbursement**”), which amount includes reimbursement for all roads, road improvements (curb and gutter, sidewalks, trails, landscaping and fencing) and dedication of real property that are required as part of the Project.

3. Collection and Accounting. The period between July 1 and June 30 of each succeeding year (“**Reimbursement Period**”) shall constitute the accounting period for



determining the total amount of impact fees collected for reimbursement under this Agreement. Within thirty (30) days following the end of each Reimbursement Period, the City shall prepare and make available to Developer a report of the impact fees that are payable to Developer under this Agreement. City shall pay the amounts to Developer within (10) days of written confirmation from Developer that Developer agrees with the amounts in the report.

4. Collection and Payments to Developer. Payments shall be made to Developer based on the number of building permits issued during the Reimbursement Period multiplied by **\$1,067.00** (the “**Per ERU Reimbursement**”) (which amount represents the Total Reimbursement divided by the anticipated remaining building permits for units to be developed by Developer within the Project). For example, if 125 building permits are issued for units within the Project during a Reimbursement Period, the City will pay Developer the amount of \$133,375.00 toward payment of the Total Reimbursement. If impact fees are paid for all lots within the Project prior to the City fully reimbursing Developer for the Total Reimbursement, City shall pay Developer the remaining amounts due at the end of the following Reimbursement Period.

5. Changes in Impact Fee Regulations / Alternative Collection. Developer acknowledges and agrees that the City’s obligation to reimburse Developer for the Total Reimbursement shall be based solely on the City’s ability to collect impact fees from development in the City in accordance with the Utah Impact Fees Act (Utah Code Ann. § 11-36a-101, *et seq.*) (the “**Act**”), and that changes to the Act or challenges to the City’s Impact Fee Facilities Plan or Impact Fee Analysis may limit the ability of the City to collect impact fees to reimburse developer under this Agreement or require the City to amend the collection and reimbursement methodology in this Agreement. Subject to the foregoing, the City shall make all reasonable effort to impose and collect transportation impact fees to fully reimburse the Developer for the Total Reimbursement in a timely manner.

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

7. Cooperation and Noninterference. In consideration for the City entering into this Agreement, Developer agrees not to challenge, or to participate in any manner to any challenge, to the City’s impact fees that relate to the Project, and shall cooperate with the City in the collection of all impact fees required by the applicable ordinances, provided that City does not adopt any future impact fees that designate only the Project as a “service area” pursuant to Utah Code Ann. 11-36a-102(19) (2020), as amended, or otherwise disproportionately imposes a higher impact fee on the Project than other similar developments.

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



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

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

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

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

e. Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

f. Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

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

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

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

j. Recitals. All recitals are expressly made a part of this Agreement as though completely set forth in the body of this Agreement.

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



**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**EAGLE MOUNTAIN CITY**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**FLAGSHIP HOMES, LLC**

By:\_\_\_\_\_

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

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





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                                                            |                                                                   |                |                                |
|----------------------------------------------------------------------------|-------------------------------------------------------------------|----------------|--------------------------------|
| <b>TITLE:</b>                                                              | SilverLake South 21 & 24                                          |                |                                |
| <b>ITEM TYPE:</b>                                                          | Site Plan                                                         |                |                                |
| <b>FISCAL IMPACT:</b>                                                      | N/A                                                               |                |                                |
| <b>APPLICANT:</b>                                                          | Bronson Tatton/Flagship Homes                                     |                |                                |
| <b>GENERAL PLAN DESIGNATION</b><br>Neighborhood Residential One<br>and Two | <b>CURRENT ZONE</b><br>Neighborhood<br>Residential One and<br>Two | <b>ACREAGE</b> | <b>COMMUNITY</b><br>SilverLake |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

EMMC 17.100.020 Purpose

The site plan procedure establishes a process to evaluate proposed projects, ensuring that development will occur in a safe, functional manner and will not create nuisances for adjacent landowners.

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

**RECOMMENDATION:**

The City Council may approve, approve with conditions, table for more information, or denial based upon findings of facts. If the City Council chooses to approve this application, we recommend the following motion:

I move that the Eagle Mountain City Council approve the SilverLake South Plats 21 & 24 Site Plan with the following conditions:

- 1) Applicant shall pay a landscape cash escrow to the City of \$2,810.40 per lot/unit at plat recording;
- 2) Fencing along Golden Eagle Road shall match the collector road fencing approved for the Silverlake South area;
- 3) Any conditions the City Council deems appropriate based on findings of facts.

If the City Council feels that there are sufficient findings of facts to deny the proposed site plan, then the following motion is appropriate: I move that the City Council deny the SilverLake South Plats 21 & 24 site plan based on the following findings of facts...

**BACKGROUND:**

The SilverLake South preliminary plat was recommended for approval by the Planning Commission on September 24, 2019 and then approved by the City Council on October 1, 2019. Plats 21 and 24 are a part of the SilverLake South preliminary plat. This application is for site plans for both plats. Plat 21 consists of 27 single-family lots and 32 town home units for a total of 59 lots/units. Plat 24 consists of 39 single-family lots and 33 town home units for a total of 72 total lots/units.

Setbacks: The SilverLake Master Development Agreement (MDA) establishes the required setbacks for the patio/garden court/cluster (PGC) homes. The setback diagram is attached below.



The Planning Commission recommended approval to the City Council of the SilverLake South 21 & 24 Site Plan with the following conditions:

1. Applicant shall pay a landscape cash escrow to the City of \$2,810.40 per lot/unit at plat recording;
2. The fencing along Golden Eagle Road shall match the collector road fencing approved for the SilverLake South area;
3. The rear elevation shall be changed to include more architectural articulation, and the material and color shall be changed to be more in line with the current multifamily design standards;
4. The fire pit shall be moved away from any structures; and
5. An ADA-compliant parking stall shall be included;

**PREPARED BY:**

Fionnuala Kofoed,  
Planning

**Fencing: (MDA)** Provide fencing of all open space along major roads located in the development, constructed of materials such as cedar or other durable or treated wood, approved durable vinyl or masonry. This fencing is required along with the timing of open space improvements. Also provide six-foot high privacy fencing along the rear lot lines of all lots with a rear lot line abutting an arterial or collector road. These fences shall be installed with the subdivision infrastructure, prior to the first building permit being issued in that phase of development.

**Open Space/Landscaping:** A cash escrow of \$2,810.40 per lot/unit will be charged at the time of plat recording. The overall general landscape plan for SilverLake South has been approved with the preliminary plat, but a detailed landscape plan and amenity points calculation will be required to be submitted for review by the staff with each final plat. The open space in these two plats will be maintained by the HOA.

**Architectural Design: (MDA)** The exteriors of each of the new PGC homes shall contain masonry materials, including stone, brick, fiber cement siding such as hardy board or similar product. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new PGC residential dwelling. The exteriors of each of the new multifamily residential (MFR) dwellings (i.e., town homes) shall contain masonry materials, including stone, brick, and fiber cement siding, hardy board. Stucco may also be used as a primary exterior material, provided that the stucco shall not exceed 25% of any front elevation and elevation facing a public street. Such masonry materials shall be "wrapped" onto side exteriors (i.e. as exterior wainscoting) a minimum of 18 inches from the front elevation. No vinyl siding shall be permitted on any new MFR dwelling. Elevations are attached.

**Parking: EMMC 17.55.120(C)** The proposed site plan includes two-car garages for all lots/units. City code requires 2 parking stalls per dwelling unit enclosed in garages. Townhouses require 2 stalls per dwelling unit (1 space to be within a fully enclosed garage) plus 1 guest parking space per 3 dwelling units. Plat 21 is required 11 guest stalls and Plat 24 is required 11 guest stalls for a total of 22 guest stalls. There are a total of 24 guest stalls in this proposal. There should be a least one ADA stall based on the total number of guest stalls.

**Attachments:**

[SilverLake Plats 21 & 24](#)

[SilverLake 21 & 24 Multifamily Unit Elevations](#)

[SilverLake 21 & 24 Single-family Unit Elevations](#)



SilverLake 21 & 24 Landscape Plan

SilverLake South Preliminary Plat - Approved 10.01.2019

City Council Minutes - SilverLake South Preliminary Plat

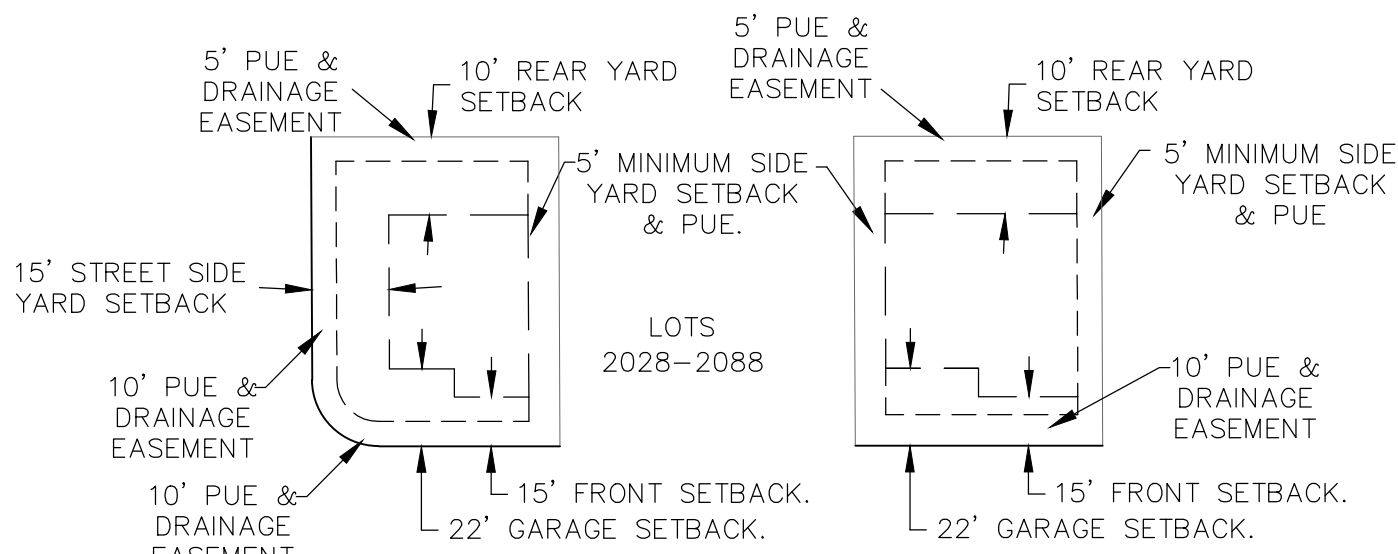
SilverLake South Open Space Exhibits 09.05.2019



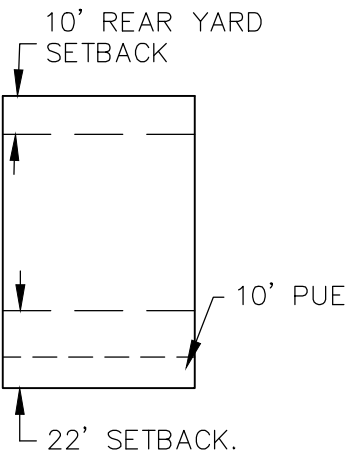
# SILVERLAKE PLAT "21"

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

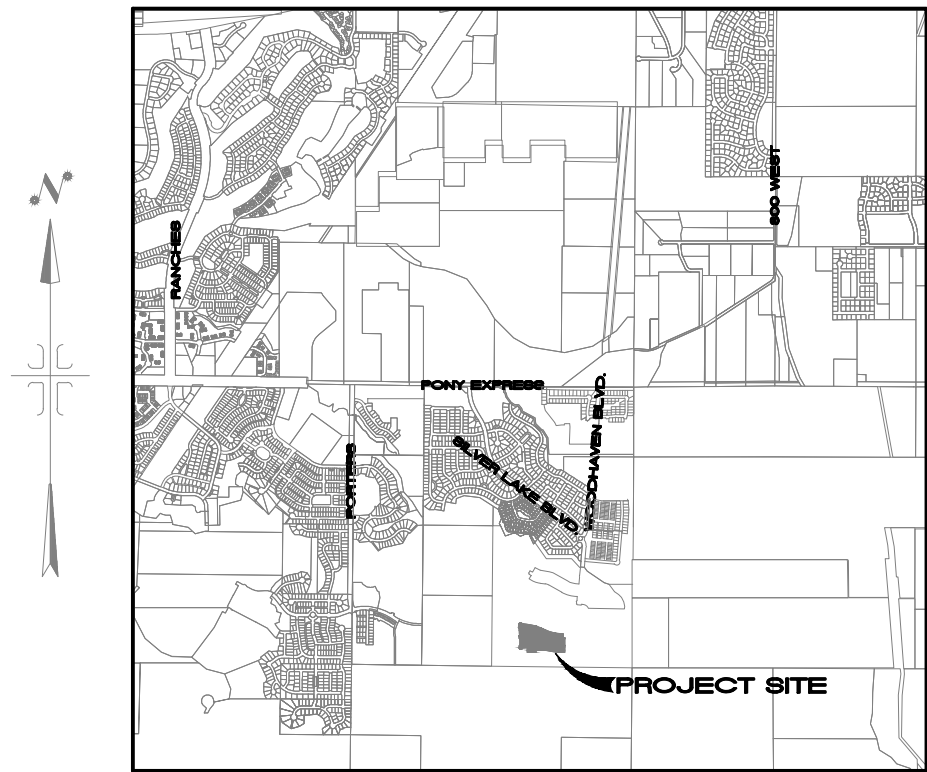
| Curve Table |        |        |           |        |
|-------------|--------|--------|-----------|--------|
| Curve #     | Length | Radius | Delta     | Chord  |
| C1          | 23.56  | 15.00  | 90°00'00" | 21.21  |
| C2          | 23.56  | 15.00  | 90°00'00" | 21.21  |
| C3          | 42.56  | 273.50 | 8°55'01"  | 42.52  |
| C4          | 48.84  | 326.50 | 8°34'16"  | 48.80  |
| C5          | 23.48  | 15.00  | 89°40'05" | 21.15  |
| C6          | 23.56  | 15.00  | 89°59'10" | 21.21  |
| C7          | 23.44  | 15.00  | 89°32'20" | 21.13  |
| C8          | 66.49  | 835.00 | 4°33'45"  | 66.48  |
| C9          | 309.82 | 786.50 | 22°34'11" | 307.82 |
| C10         | 413.98 | 813.50 | 29°09'26" | 409.53 |
| C11         | 32.99  | 842.00 | 2°14'43"  | 32.99  |



TYPICAL CORNER LOT  
TYPICAL INTERIOR LOT  
SETBACK AND EASEMENT DETAIL  
-NTS-



SETBACK & EASEMENT DETAIL  
TYPICAL TOWNHOME LOT  
-NTS-



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 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, Dominion Gas Company  
By: \_\_\_\_\_ Title: \_\_\_\_\_

**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 \_\_\_\_\_

**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.

DIRECT COMMUNICATIONS \_\_\_\_\_ DATE \_\_\_\_\_

| LAND USE                    |                    |
|-----------------------------|--------------------|
| ACREAGE:                    | 7.772 acres        |
| ACREAGE IN LOTS:            | 4.057 acres        |
| ACREAGE IN ROADS:           | 2.634 acres        |
| SINGLE FAMILY LOTS:         | 27 LOTS            |
| AVE. SINGLE FAMILY LOT:     | 4,258              |
| TOWNHOME UNITS:             | 32 LOTS            |
| TOTAL LOTS:                 | 59 LOTS            |
| LARGEST SINGLE FAMILY LOT:  | 5,775 SF           |
| SMALLEST SINGLE FAMILY LOT: | 3,245 SF           |
| UNIT DENSITY:               | 7.59 LOTS PER ACRE |

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

## SURVEYOR'S CERTIFICATE

I, TRAMS 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 "21" 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°20'14" West 1266.31 feet along the section line and North 277.08 feet from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°41'45" West 213.60 feet; thence North 81°25'07" West 431.72 feet; thence North 89°59'51" West 212.60 feet; thence Northwesterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 44°48'40" West 21.21 feet; thence North 89°48'40" West 80.20 feet; thence North 00°11'20" East 190.00 feet; thence South 89°48'37" East 73.70 feet; thence North 00°11'23" East 40.00 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 90°00'00" the chord of which bears North 45°11'20" East 21.21 feet; thence Northerly 42.56 feet along the arc of a 273.50 foot radius curve to the left, through a central angle of 08°55'01" the chord of which bears North 04°16'11" West 42.52 feet; thence Northerly 48.84 feet along the arc of a 326.50 foot radius curve to the right, through a central angle of 08°34'16" the chord of which bears North 04°26'33" West 48.80 feet; thence North 00°09'25" West 31.41 feet; thence Northwesterly 23.48 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°40'05" the chord of which bears North 44°59'27" West 21.15 feet; thence North 00°10'30" East 77.00 feet; thence South 89°49'30" East 6.20 feet; thence Northeasterly 23.56 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°59'10" the chord of which bears North 45°10'55" East 21.21 feet; thence South 89°25'20" East 40.00 feet; thence Southwesterly 23.44 feet along the arc of a 15 foot radius curve to the left, through a central angle of 89°32'20" the chord of which bears South 44°34'50" East 21.13 feet; thence South 89°21'00" East 12.72 feet; thence Southeasterly 66.49 feet along the arc of a 835 foot radius curve to the right, through a central angle of 04°33'45" the chord of which bears South 87°04'07" East 66.48 feet; thence South 00°11'20" West 48.70 feet; thence Southeasterly 309.82 feet along the arc of a 786.50 foot radius curve to the right, through a central angle of 22°34'11" the chord of which bears South 73°11'31" East 307.82 feet; thence Southeasterly 413.98 feet along the arc of a 813.50 foot radius curve to the left, through a central angle of 29°09'26" the chord of which bears South 78°29'08" East 409.53 feet; thence South 01°03'51" East 28.50 feet; thence Easterly 32.99 feet along the arc of a 842 foot radius curve to the left, through a central angle of 02°14'43" the chord of which bears North 87°48'47" East 32.99 feet; thence South 00°11'20" West 273.02 feet to the point of beginning.

Parcel contains: 7.772 acres

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

## OWNER'S DEDICATION

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

OWNER(S):  
PRINTED NAME OF OWNER \_\_\_\_\_ AUTHORIZED SIGNATURE(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ACKNOWLEDGEMENT

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ NOTARY PUBLIC SIGNATURE \_\_\_\_\_

COMMISSION NUMBER \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

APPROVED BY MAYOR \_\_\_\_\_ APPROVED BY CITY ATTORNEY \_\_\_\_\_

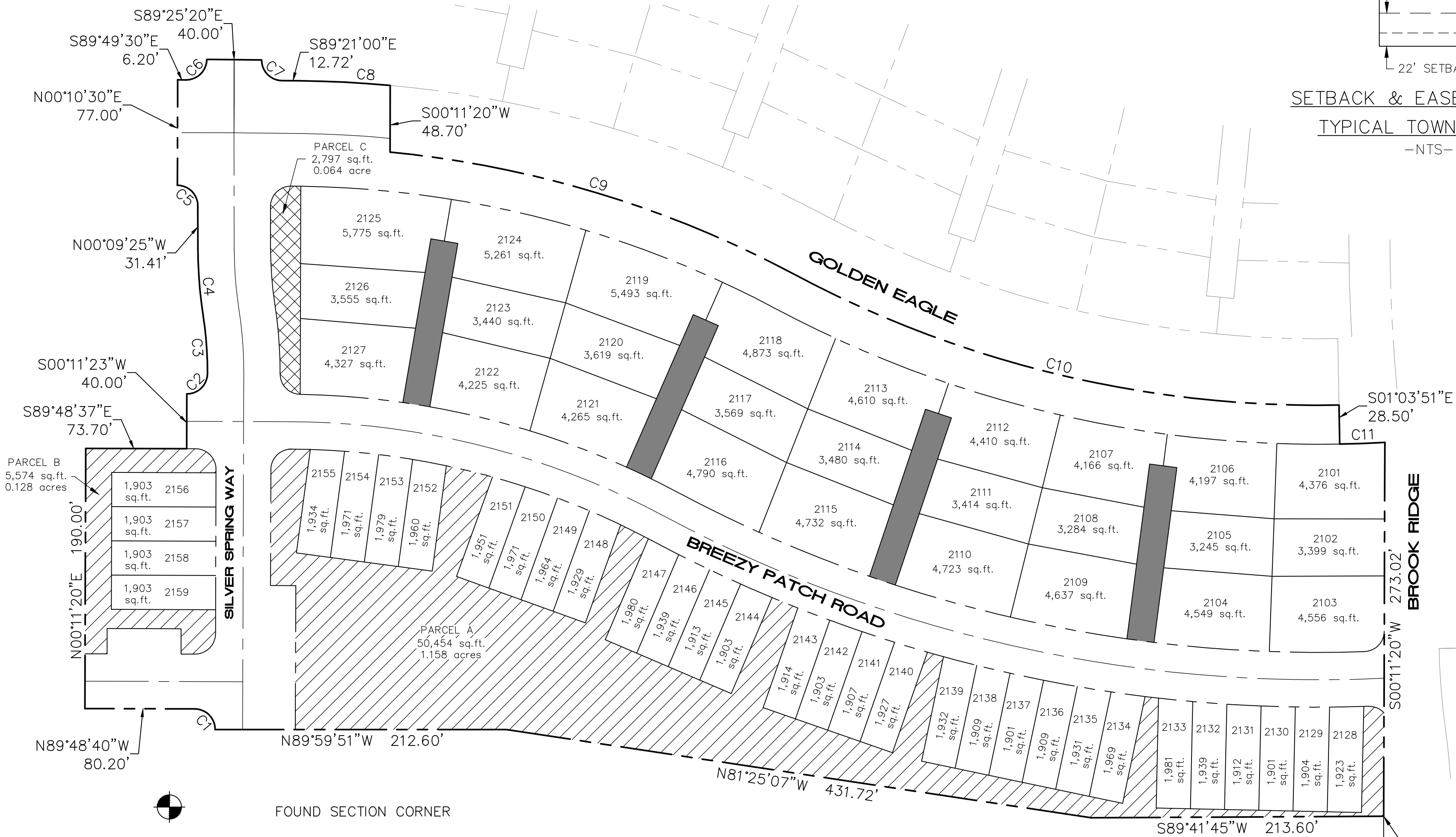
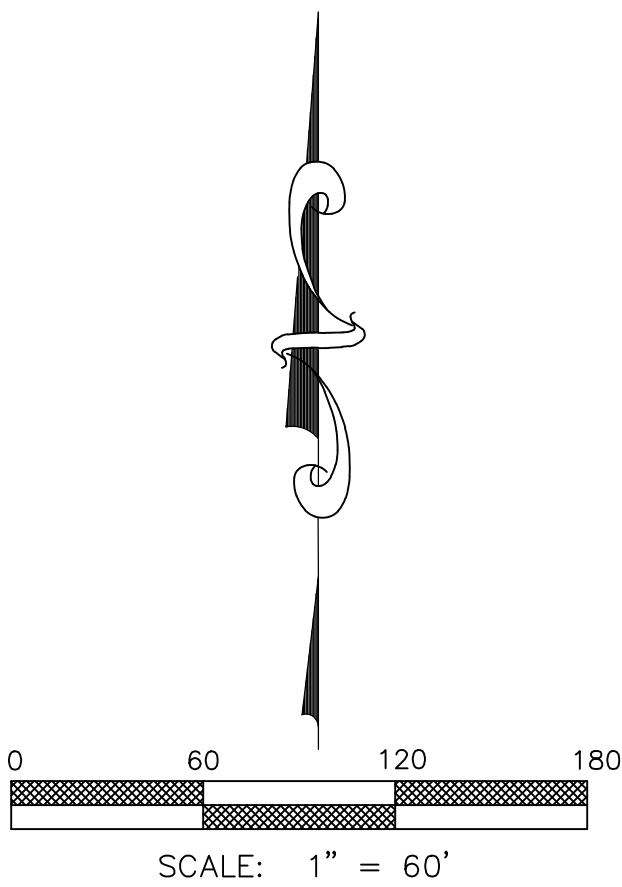
APPROVED BY CITY ENGINEER \_\_\_\_\_ ATTEST BY CITY RECORDER \_\_\_\_\_  
(See Seal Below) (See Seal Below)

PLAT "21"  
SHEET 1 OF 2

**SILVERLAKE**  
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDED SEAL



## FOUND SECTION CORNER

- PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY
- COMMON AREA
- LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)
- BOUNDARY
- SECTION LINE
- ROAD CENTER LINE
- EASEMENT LINE

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 SILVERLAKE PARKWAY MUST BE CONSISTENT IN LOOK, MATERIALS, COLOR, AND CONSTRUCTION WITH THE RANCHES FENCING ALONG SILVERLAKE PARKWAY.  
4-THE LANDSCAPING ALONG SILVERLAKE PARKWAY TO BE MAINTAINED BY SILVERLAKE HOA.  
5-COLLECTOR ROAD FENCING REQUIRED ALONG GOLDEN EAGLE AND SILVERLAKE PARKWAY PER AGREEMENT.

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

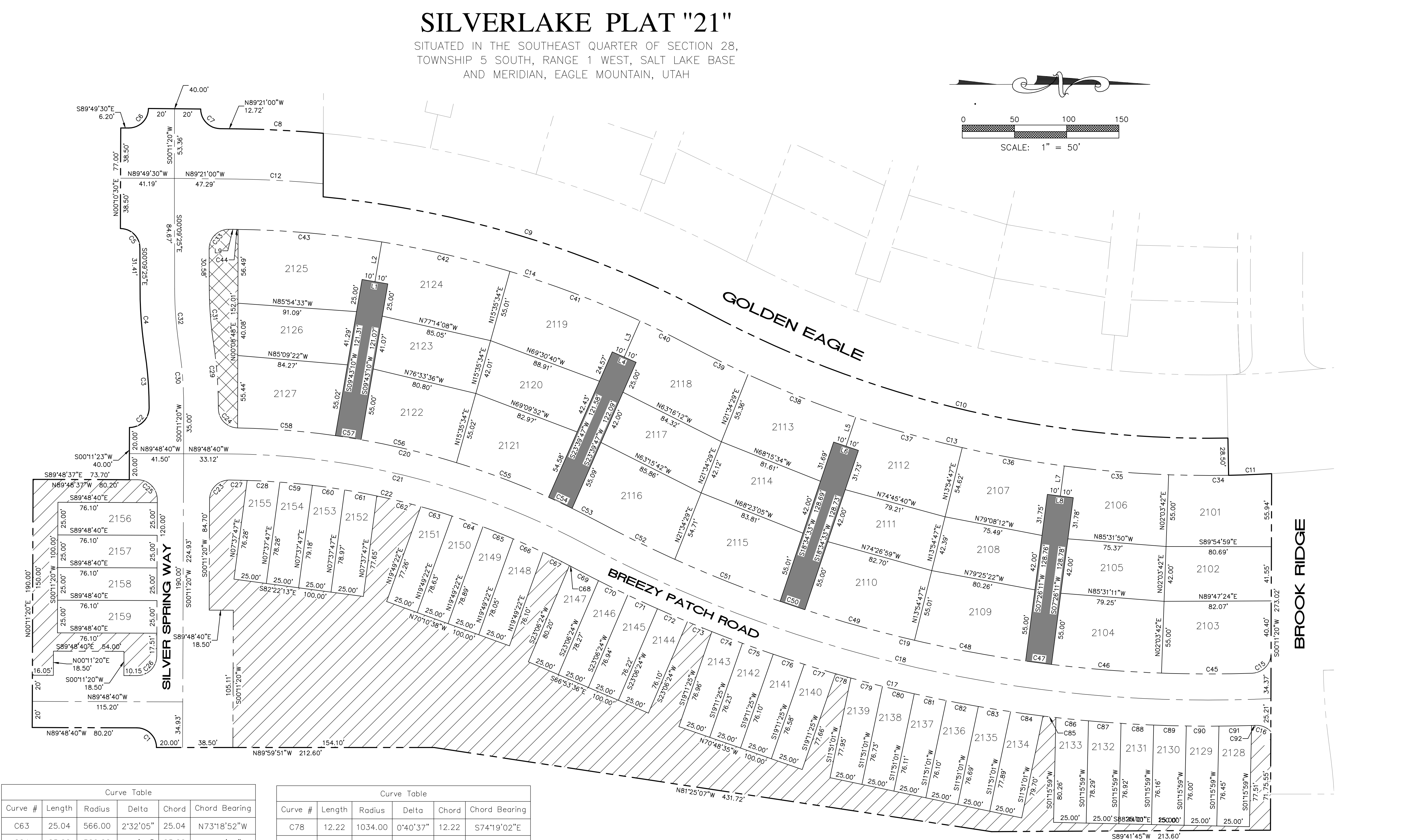
FOUND UTAH COUNTY BRASS CAP 1971  
SOUTHEAST CORNER OF SECTION 28,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN.

N 89°20'14" W 2652.73'

1266.31'



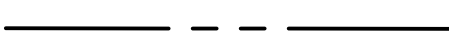
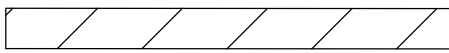
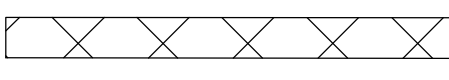
| Curve Table |        |         |           |        |               |
|-------------|--------|---------|-----------|--------|---------------|
| Curve #     | Length | Radius  | Delta     | Chord  | Chord Bearing |
| C1          | 23.56  | 15.00   | 90°00'00" | 21.21  | N44°48'40"W   |
| C2          | 23.56  | 15.00   | 90°00'00" | 21.21  | N45°11'20"E   |
| C3          | 42.56  | 273.50  | 8°55'01"  | 42.52  | N04°16'11"W   |
| C4          | 48.84  | 326.50  | 8°34'16"  | 48.80  | S04°26'33"E   |
| C5          | 23.48  | 15.00   | 89°40'05" | 21.15  | N44°59'27"W   |
| C6          | 23.56  | 15.00   | 89°59'10" | 21.21  | N45°10'55"E   |
| C7          | 23.44  | 15.00   | 89°32'20" | 21.13  | S44°34'50"E   |
| C8          | 66.49  | 835.00  | 4°33'45"  | 66.48  | S87°04'07"E   |
| C9          | 309.82 | 786.50  | 22°34'11" | 307.82 | S73°11'31"E   |
| C10         | 413.98 | 813.50  | 29°09'26" | 409.53 | S76°29'08"E   |
| C11         | 32.99  | 842.00  | 2°14'43"  | 32.99  | N87°48'47"E   |
| C12         | 66.81  | 796.50  | 4°48'22"  | 66.79  | N86°56'49"W   |
| C13         | 428.49 | 842.00  | 29°09'26" | 423.88 | S76°29'08"E   |
| C14         | 363.06 | 758.00  | 27°26'35" | 359.60 | N75°37'42"W   |
| C15         | 23.00  | 15.00   | 87°52'14" | 20.82  | N44°07'27"E   |
| C16         | 12.77  | 15.00   | 48°46'06" | 12.39  | N67°38'20"W   |
| C17         | 543.50 | 1034.00 | 30°06'58" | 537.26 | S76°57'54"E   |
| C18         | 545.24 | 1014.00 | 30°48'31" | 538.69 | S77°18'41"E   |
| C19         | 521.04 | 994.00  | 30°02'01" | 515.10 | S76°55'26"E   |
| C20         | 286.96 | 606.00  | 27°07'52" | 284.29 | N75°28'21"W   |
| C21         | 285.39 | 586.00  | 27°54'15" | 282.58 | N75°51'33"W   |
| C22         | 273.72 | 566.00  | 27°42'32" | 271.07 | N75°45'41"W   |
| C23         | 23.61  | 15.00   | 90°11'42" | 21.25  | S45°17'11"W   |
| C24         | 23.36  | 15.00   | 89°14'12" | 21.07  | S44°25'12"E   |
| C25         | 23.56  | 15.00   | 89°59'57" | 21.21  | N44°48'39"W   |
| C26         | 23.56  | 15.00   | 90°00'00" | 21.21  | N45°11'20"E   |
| C27         | 13.71  | 566.00  | 1°23'16"  | 13.71  | N88°55'20"W   |
| C28         | 25.08  | 566.00  | 2°32'21"  | 25.08  | N86°57'32"W   |
| C29         | 50.87  | 326.50  | 8°55'35"  | 50.82  | N04°15'54"W   |
| C30         | 46.69  | 300.00  | 8°55'01"  | 46.64  | N04°16'11"W   |
| C31         | 40.91  | 273.50  | 8°34'16"  | 40.88  | S04°26'33"E   |
| C32         | 44.88  | 300.00  | 8°34'16"  | 44.84  | S04°26'33"E   |
| C33         | 23.77  | 15.00   | 90°48'25" | 21.36  | S45°14'48"W   |
| C34         | 78.93  | 842.00  | 5°22'16"  | 78.90  | N89°22'34"E   |
| C35         | 80.24  | 842.00  | 5°27'36"  | 80.21  | S85°12'30"E   |
| C36         | 79.40  | 842.00  | 5°24'10"  | 79.37  | S79°46'37"E   |
| C37         | 84.83  | 842.00  | 5°46'21"  | 84.80  | S74°11'21"E   |
| C38         | 88.85  | 842.00  | 6°02'45"  | 88.81  | S68°16'48"E   |
| C39         | 49.23  | 842.00  | 3°21'00"  | 49.22  | S63°34'55"E   |
| C40         | 43.08  | 758.00  | 3°15'22"  | 43.07  | N63°32'06"W   |
| C41         | 106.71 | 758.00  | 8°03'57"  | 106.62 | N69°11'46"W   |
| C42         | 100.80 | 758.00  | 7°37'09"  | 100.72 | N77°02'19"W   |
| C43         | 110.52 | 758.00  | 8°21'13"  | 110.42 | N85°01'30"W   |
| C44         | 1.96   | 758.00  | 0°08'54"  | 1.96   | N89°16'33"W   |
| C45         | 69.44  | 994.00  | 4°00'09"  | 69.42  | S89°56'22"E   |
| C46         | 84.49  | 994.00  | 4°52'13"  | 84.47  | S85°30'11"E   |
| C47         | 20.00  | 994.00  | 1°09'10"  | 20.00  | S82°29'30"E   |
| C48         | 86.58  | 994.00  | 4°59'27"  | 86.56  | S79°25'11"E   |
| C49         | 87.20  | 994.00  | 5°01'35"  | 87.17  | S74°24'40"E   |
| C50         | 20.00  | 994.00  | 1°09'10"  | 20.00  | S71°19'18"E   |
| C51         | 86.80  | 994.00  | 5°00'12"  | 86.77  | S68°14'37"E   |
| C52         | 66.53  | 994.00  | 3°50'06"  | 66.52  | S63°49'28"E   |
| C53         | 21.31  | 606.00  | 2°00'55"  | 21.31  | N62°54'52"W   |
| C54         | 20.01  | 606.00  | 1°53'30"  | 20.01  | N64°52'05"W   |
| C55         | 75.30  | 606.00  | 7°07'10"  | 75.25  | N69°22'25"W   |
| C56         | 75.21  | 606.00  | 7°06'40"  | 75.16  | N76°29'20"W   |
| C57         | 20.00  | 606.00  | 1°53'28"  | 20.00  | N80°59'24"W   |
| C58         | 75.12  | 606.00  | 7°06'09"  | 75.07  | N85°29'13"W   |
| C59         | 25.02  | 566.00  | 2°31'57"  | 25.02  | N84°25'23"W   |
| C60         | 25.00  | 566.00  | 2°31'52"  | 25.00  | N81°53'28"W   |
| C61         | 25.04  | 566.00  | 2°32'04"  | 25.03  | N79°21'30"W   |
| C62         | 34.67  | 566.00  | 3°30'34"  | 34.66  | N76°20'12"W   |



| Curve Table |        |         |          |       |               |
|-------------|--------|---------|----------|-------|---------------|
| Curve #     | Length | Radius  | Delta    | Chord | Chord Bearing |
| C63         | 25.04  | 566.00  | 2°32'05" | 25.04 | N73°18'52"W   |
| C64         | 25.00  | 566.00  | 2°31'52" | 25.00 | N70°46'54"W   |
| C65         | 25.02  | 566.00  | 2°31'57" | 25.01 | N68°15'00"W   |
| C66         | 25.08  | 566.00  | 2°32'19" | 25.08 | N65°42'52"W   |
| C67         | 22.52  | 566.00  | 2°16'48" | 22.52 | N63°18'18"W   |
| C68         | 2.55   | 566.00  | 0°15'29" | 2.55  | N62°02'10"W   |
| C69         | 22.53  | 1034.00 | 1°14'54" | 22.53 | S62°31'52"E   |
| C70         | 25.04  | 1034.00 | 1°23'14" | 25.04 | S63°50'56"E   |
| C71         | 25.01  | 1034.00 | 1°23'09" | 25.01 | S65°14'08"E   |
| C72         | 25.00  | 1034.00 | 1°23'07" | 25.00 | S66°37'16"E   |
| C73         | 20.24  | 1034.00 | 1°07'18" | 20.24 | S67°52'28"E   |
| C74         | 25.01  | 1034.00 | 1°23'09" | 25.01 | S69°07'42"E   |
| C75         | 25.00  | 1034.00 | 1°23'07" | 25.00 | S70°30'50"E   |
| C76         | 25.01  | 1034.00 | 1°23'08" | 25.00 | S71°53'58"E   |
| C77         | 25.02  | 1034.00 | 1°23'12" | 25.02 | S73°17'08"E   |

| Curve Table |        |         |          |       |               |
|-------------|--------|---------|----------|-------|---------------|
| Curve #     | Length | Radius  | Delta    | Chord | Chord Bearing |
| C78         | 12.22  | 1034.00 | 0°40'37" | 12.22 | S74°19'02"E   |
| C79         | 25.03  | 1034.00 | 1°23'13" | 25.03 | S75°20'58"E   |
| C80         | 25.01  | 1034.00 | 1°23'09" | 25.01 | S76°44'09"E   |
| C81         | 25.00  | 1034.00 | 1°23'07" | 25.00 | S78°07'16"E   |
| C82         | 25.01  | 1034.00 | 1°23'09" | 25.01 | S79°30'24"E   |
| C83         | 25.03  | 1034.00 | 1°23'13" | 25.03 | S80°53'35"E   |
| C84         | 25.07  | 1034.00 | 1°23'20" | 25.07 | S82°16'52"E   |
| C85         | 9.88   | 1034.00 | 0°32'51" | 9.88  | S83°14'57"E   |
| C86         | 25.08  | 1034.00 | 1°23'23" | 25.08 | S84°13'05"E   |
| C87         | 25.04  | 1034.00 | 1°23'15" | 25.04 | S85°36'23"E   |
| C88         | 25.01  | 1034.00 | 1°23'09" | 25.01 | S86°59'35"E   |
| C89         | 25.00  | 1034.00 | 1°23'07" | 25.00 | S88°22'44"E   |
| C90         | 25.00  | 1034.00 | 1°23'08" | 25.00 | S89°45'51"E   |
| C91         | 25.02  | 1034.00 | 1°23'12" | 25.02 | N88°50'59"E   |
| C92         | 3.24   | 1034.00 | 0°10'46" | 3.24  | N88°04'00"E   |

| Line Table |        |             |
|------------|--------|-------------|
| Line #     | Length | Direction   |
| L1         | 20.00  | S80°16'50"E |
| L2         | 30.90  | N09°42'43"E |
| L3         | 30.29  | N23°39'19"E |
| L4         | 20.00  | S66°20'13"E |
| L5         | 23.24  | N18°34'06"E |
| L6         | 20.00  | S71°25'27"E |
| L7         | 23.18  | N07°25'43"E |
| L8         | 20.00  | S82°33'49"E |
| L9         | 5.04   | S89°21'00"E |



FOUND SECTION CORNER

PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY

COMMON AREA

LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)

BOUNDARY

SECTION LINE

PLAT " 21 "

SHEET 2 OF 2

# SILVERLAKE

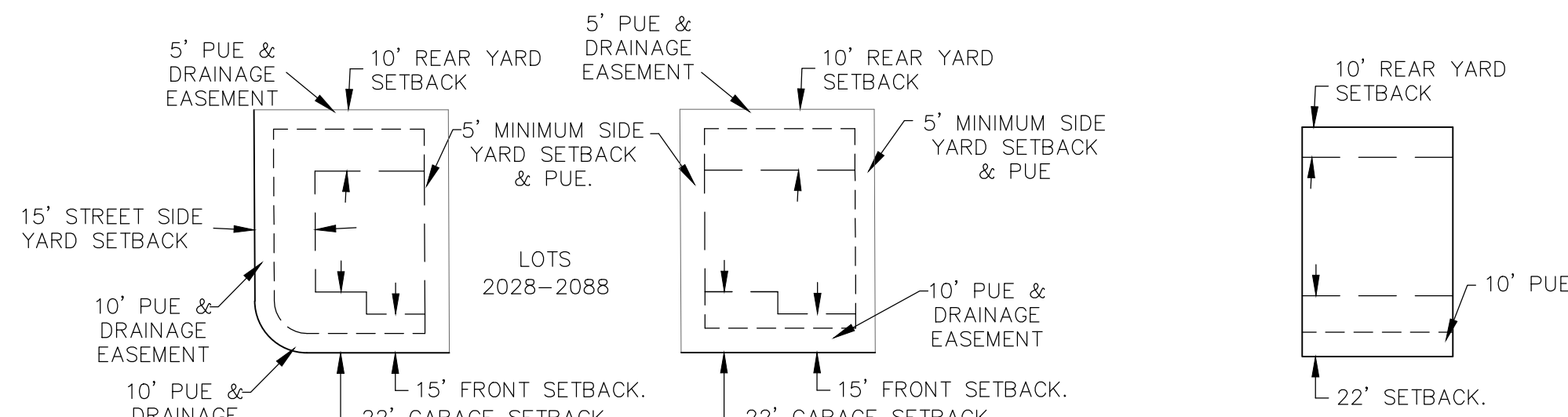
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN      UTAH COUNTY, UTAH

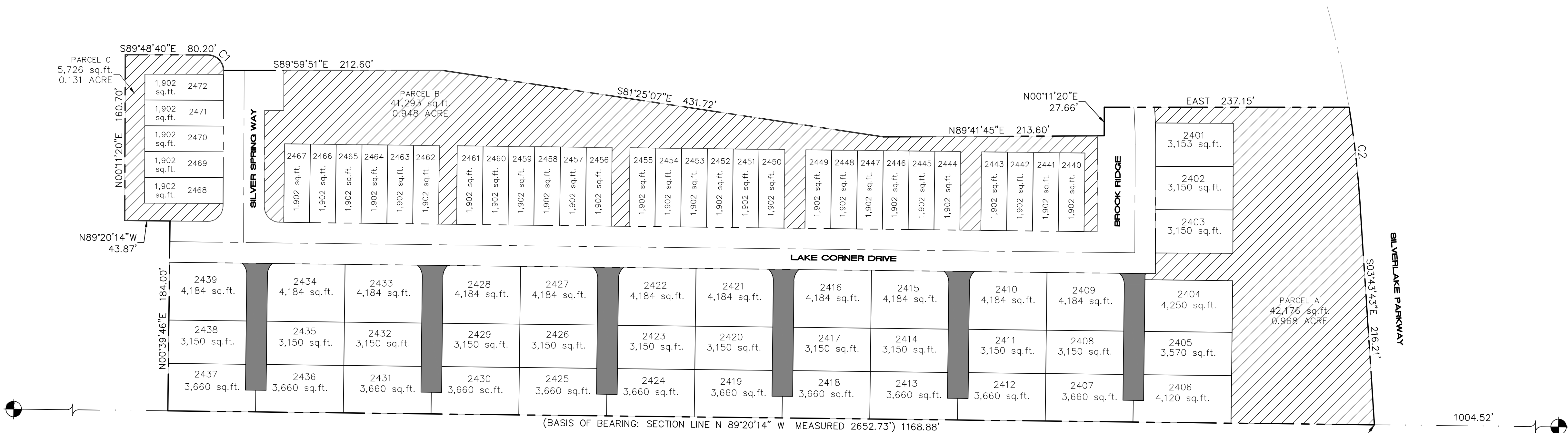
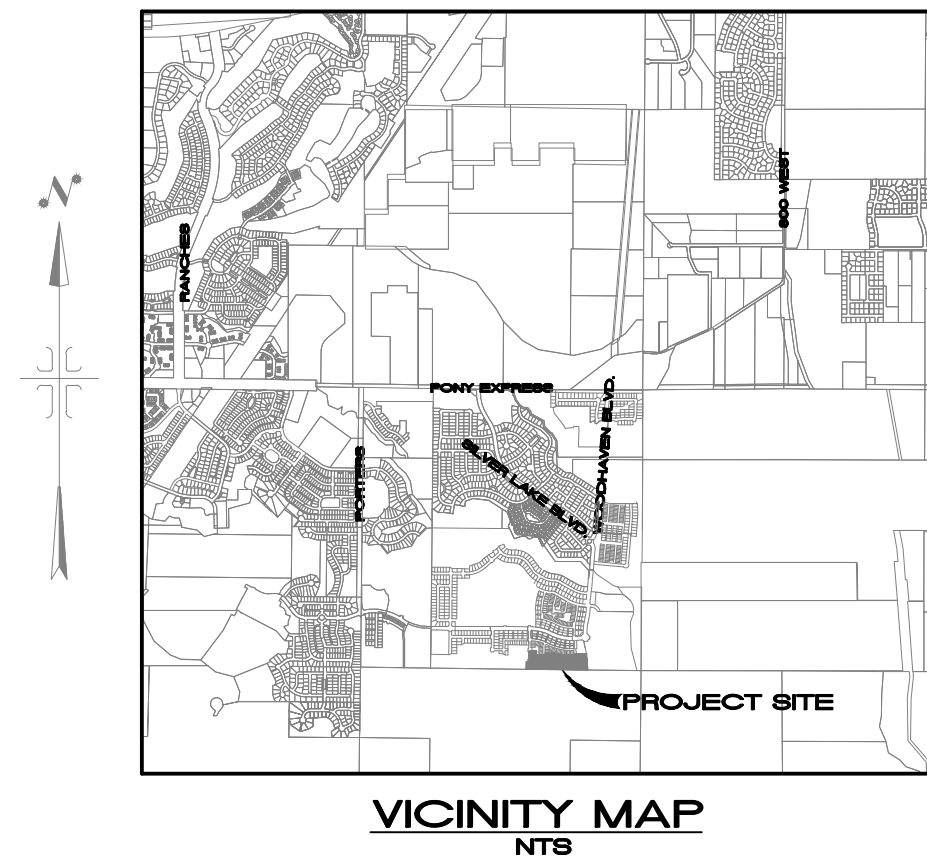
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|---------------|--------------------|---------------------------|---------------------|
| SURVEYOR SEAL | NOTARY PUBLIC SEAL | CITY-COUNTY ENGINEER SEAL | CLERK-RECORDED SEAL |
|---------------|--------------------|---------------------------|---------------------|



| Curve Table |        |        |           |       |               |
|-------------|--------|--------|-----------|-------|---------------|
| Curve #     | Length | Radius | Delta     | Chord | Chord Bearing |
| C1          | 23.56  | 15.00  | 90°00'00" | 21.21 | N44°48'40"W   |
| C2          | 92.64  | 960.50 | 5°31'34"  | 92.60 | S06°29'30"E   |



SETBACK & EASEMENT DETAIL  
TYPICAL TOWNHOME LOT  
-NTS-



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

FOUND UTAH COUNTY BRASS CAP 1971  
SOUTHEAST CORNER OF SECTION 28,  
TOWNSHIP 5 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN.

## 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 "24" and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

[illegible]

Beginning at a point which is North 89°20'14" West 100.452 feet along the section line from the Southeast Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°20'14" West 116.688 feet along the section line; thence North 00°11'20" East 27.66 feet; thence South 06°29'30" East 92.61 feet; thence South 03°31'43" East 150.70 feet; thence South 89°48'40" East 80.20 feet; thence Southeasterly 23.56 feet along the arc of a 15 foot radius curve to the right, through a central angle of 90°00'00"; the chord of which bears South 44°48'40" East 21.21 feet; thence South 89°59'51" East 212.60 feet; thence South 81°25'07" East 431.72; thence North 89°41'45" East 213.60 feet; thence North 00°11'20" East 27.66 feet; thence East 237.15 feet; thence Southerly 92.64 feet along the arc of a 15 foot radius curve to the right, through a central angle of 03°31'43"; the chord of which bears South 06°29'30" East 92.61 feet; thence South 03°43'43" East 216.21 feet to the point of beginning.

Parcel contains: 8.282 acres more or less.

Basis of Bearing: the line between the Southeast Corner and the South Quarter Corner of Section 28, Township 5 South, Range 1 West, Salt Lake Base and Meridian which bears North 89°20'14" West taken from the State Plane Coordinate & Dependent Resurvey Plat found at the Utah County Surveyors Office. (NAD 83)

DATE \_\_\_\_\_

## OWNER'S DEDICATION

SURVEYOR  
(See Seal Below)

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 UTILITIES, AND WE, THE UNDERSIGNED, 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, PARKS, OPEN SPACES, EASEMENTS AND OTHER PUBLIC UTILITIES SHOWN AND DESCRIBED AS SHOWN AS PUBLIC OPEN SPACES, PARKS AND ALL OTHER PLACES OF PUBLIC USE AND ENJOYMENT TO EAGLE MOUNTAIN CITY, UTAH TOGETHER WITH ALL IMPROVEMENTS THEREON, INCLUDING BUT NOT LIMITED TO, THE IMPROVEMENTS SHOWN ON THE EAGLE MOUNTAIN CITY FOR THE BENEFIT OF THE CITY AND THE INHABITANTS THEREOF.

OWNER(S):

PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

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

## ACKNOWLEDGEMENT

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_

NOTARY PUBLIC SIGNATURE

COMMISSION NUMBER

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

APPROVED BY MAYOR

APPROVED BY CITY ATTORNEY

APPROVED BY CITY ENGINEER  
(See Seal Below)

ATTEST BY CITY RECORDER  
(See Seal Below)

PLAT "24"  
SHEET 1 OF 2

**SILVERLAKE**  
A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

SURVEYOR SEAL

NOTARY PUBLIC SEAL

CITY-COUNTY ENGINEER SEAL

CLERK-RECORDED SEA

|                             |                    |
|-----------------------------|--------------------|
| <u>LAND USE</u>             |                    |
| ACREAGE:                    | 8,282 acres        |
| ACREAGE IN LOTS:            | 4.71 acres         |
| ACREAGE IN ROADS:           | 1,526 acres        |
| SINGLE FAMILY LOTS:         | 39 LOTS            |
| AVE. SINGLE FAMILY LOT:     | 3,650              |
| TOWNHOME UNITS:             | 33 LOTS            |
| TOTAL LOTS:                 | 72 LOTS            |
| LARGEST SINGLE FAMILY LOT:  | 4,250 SF           |
| SMALLEST SINGLE FAMILY LOT: | 3,150 SF           |
| UNIT DENSITY:               | 8.69 LOTS PER ACRE |

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



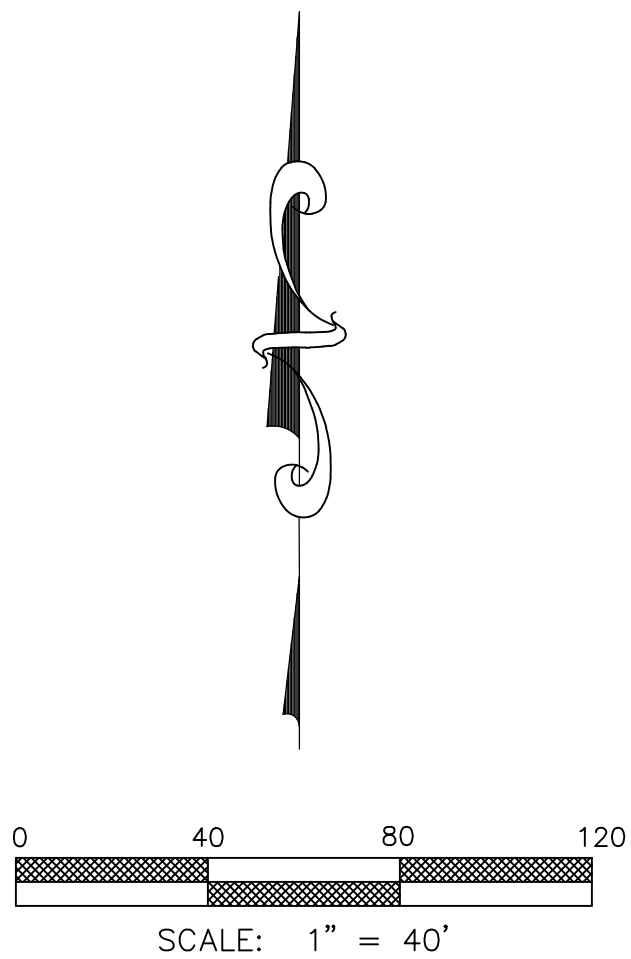
# SILVERLAKE PLAT "24"

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



| Curve Table |        |        |           |       |               |
|-------------|--------|--------|-----------|-------|---------------|
| Curve #     | Length | Radius | Delta     | Chord | Chord Bearing |
| C1          | 23.56  | 15.00  | 90°00'00" | 21.21 | N44°48'40"W   |
| C2          | 92.64  | 960.50 | 5°31'34"  | 92.60 | S06°29'30"E   |
| C3          | 36.34  | 500.00 | 4°09'50"  | 36.33 | N01°53'35"W   |
| C4          | 23.44  | 15.00  | 89°31'34" | 21.13 | S44°34'27"E   |
| C5          | 23.69  | 15.00  | 90°28'26" | 21.30 | N45°25'33"E   |
| C6          | 12.34  | 15.00  | 47°07'52" | 11.99 | N22°54'10"W   |
| C7          | 12.34  | 15.00  | 47°07'52" | 11.99 | S24°13'42"W   |
| C8          | 12.34  | 15.00  | 47°07'52" | 11.99 | N22°54'10"W   |
| C9          | 12.34  | 15.00  | 47°07'52" | 11.99 | S24°13'42"W   |
| C10         | 12.34  | 15.00  | 47°07'52" | 11.99 | N22°54'10"W   |
| C11         | 12.34  | 15.00  | 47°07'52" | 11.99 | S24°13'42"W   |
| C12         | 12.34  | 15.00  | 47°07'52" | 11.99 | N22°54'10"W   |

| Curve Table |        |        |           |       |               |
|-------------|--------|--------|-----------|-------|---------------|
| Curve #     | Length | Radius | Delta     | Chord | Chord Bearing |
| C13         | 12.34  | 15.00  | 47°07'52" | 11.99 | S24°13'42"W   |
| C14         | 12.34  | 15.00  | 47°07'52" | 11.99 | N22°54'10"W   |
| C15         | 12.34  | 15.00  | 47°07'52" | 11.99 | S24°13'42"W   |
| C16         | 12.34  | 15.00  | 47°07'52" | 11.99 | N22°54'10"W   |
| C17         | 36.40  | 520.00 | 4°00'38"  | 36.39 | N01°48'59"W   |
| C18         | 15.31  | 520.00 | 1°41'13"  | 15.31 | N02°58'42"W   |
| C19         | 21.09  | 520.00 | 2°19'25"  | 21.09 | N00°58'23"W   |



- FOUND SECTION CORNER
- PUBLIC OPEN SPACE DEDICATED TO EAGLE MOUNTAIN CITY
- COMMON AREA
- LIMITED COMMON (SHARED DRIVEWAY ACCESS, PUE & FIRE LANE WITH NO PARKING SIGNS)
- BOUNDARY
- SECTION LINE

PLAT "24"

SHEET 2 OF 2

# SILVERLAKE

A RESIDENTIAL SUBDIVISION

EAGLE MOUNTAIN UTAH COUNTY, UTAH

|               |                    |                           |                     |
|---------------|--------------------|---------------------------|---------------------|
| SURVEYOR SEAL | NOTARY PUBLIC SEAL | CITY-COUNTY ENGINEER SEAL | CLERK-RECORDED SEAL |
|---------------|--------------------|---------------------------|---------------------|



































GOLDEN EAGLE PARK STRIPS  
ASSOCIATED WITH GOLDEN EAGLE

COMMUNITY GARDEN

(2) SHADE TRELLIS

FIRE PIT

PLAY SPACE

CRUSHED ROCK PATHWAYS (TYP.)

6' VINYL FENCING

BREEZY PATCH ROAD

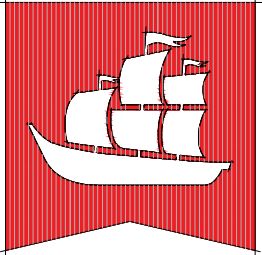
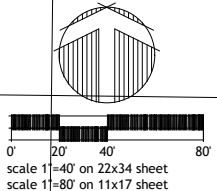
BROOK RIDGE

SILVER SPRING WAY

RUSTY RANCH WAY

OPEN SPACE ASSOCIATED WITH  
PHASES 21 & 24

CLUBHOUSE  
& POD



flagship  
homes

1250 East 200 South, Ste. 1D  
Lehi | Utah | 84043



call 811 or visit [www.bluestakes.org](http://www.bluestakes.org)  
before you dig to have all utilities  
located and marked

SILVER LAKE SOUTH

PHASE 21 & 24 LANDSCAPE PLAN  
Eagle Mountain City, Utah

NOVEMBER 2019

LANDSCAPE  
planting  
overview

L-101







to utilize the driveway. The applicant purchased a strip of land north of the adjacent property owner's lot for access to the therapy center.

Councilmember Burnham said landscaping can improve the visual appeal of the structures. Mr. Mumford said the applicant has moved the structures to the west side of the existing barn to be less visible to adjacent residences.

Councilmember Clark asked if the Council could require siding or other material on the buildings. Mr. Mumford said this is a commercial use in an agriculture zone, so there is more flexibility in design standards. The Council can require the applicant to comply with all of the commercial design standards, or they can offer flexibility due to the agriculture setting. The resident adjacent to this property attended the previous meeting and only expressed concerns regarding the capacity of the septic system. The capacity has been verified as an appropriate size for the use.

Councilmember Burnham asked if the delay was due to the access easement. Mr. Mumford explained the delay was due to the septic system. The Utah County Health Department reviewed the system and has granted approval for the current phase of the project. If the business expands, a new septic system will be required.

#### 13.E. SilverLake South – Preliminary Plat

Mr. Mumford stated the Planning Commission reviewed this project and expressed concerns regarding connectivity in the northwest area and southeast area, park sizes and locations, the street name of the street that will connect to Silver Creek Way, and that cluster lots may not strictly comply with the definition of cluster lots in Municipal Code or in the SilverLake Master Development Agreement.

The Planning Commission was concerned about traffic near the new elementary school. To mitigate these concerns, the developer has removed one access onto Golden Eagle Road and moved it to connect at SilverLake Parkway. Two road lengths are slightly over the allowed length, so the Council will need to determine if another pedestrian access is needed.

Mr. Mumford explained Golden Eagle Road was originally planned as a local residential road. Flagship Homes has agreed to widen the road in front of the new elementary school to allow for turn lanes. This school has more parking than any other school in the City. Councilmember Clark expressed concern that there is not enough room for vehicles to park on both sides of the road, in addition to through traffic. Mr. Mumford said any further widening of the road would utilize impact fees.

Councilmember Burnham said the difference between Black Ridge Elementary and this school is that many more children will walk to this school, versus parents driving as they do to Black Ridge Elementary.



Councilmember Gricius stated the biggest concern will be parents parking along SilverLake Parkway as the queue may stretch that long. She asked if they can prohibit parking with red curbs near the school. Mr. Trusty said the Utah County Sheriff's Office will likely prohibit parking on one side of the road.

Utah County Sheriff's Office Chief Deputy Eric McDowell said Brookhaven Elementary has the largest student population on the smallest lot in the district. The design of the new school will help alleviate the issues that exist at Brookhaven. The widened road alleviates traffic concerns, as does the increase in parking stalls.

Councilmembers Clark, Gricius, and Burnham requested the south side curb of Golden Eagle Road be painted red to prohibit parking.

Councilmember Clark asked about crossing guards at the traffic circle during school hours. Assistant City Administrator/Finance Director Paul Jerome stated the traffic circle does not have a traffic control device that stops vehicles. Flashing beacons are in place at the traffic circle at Eagle Mountain Boulevard and Pony Express Parkway to bring attention to pedestrian traffic, but these streets may not be long enough for a flashing beacon to be effective.

Chief Deputy McDowell suggested crosswalks be located along clear lines of sight on SilverLake Parkway, versus crosswalks at the traffic circle. He stated the meandering roads will assist in reducing traffic speed.

All Councilmembers agreed to require red striping along the south side of Golden Eagle Road across from the new elementary school.

Councilmembers Clark and Gricius said the applicant needs to provide a safe route to school in the straight areas of SilverLake Parkway, not at the traffic circle.

Councilmember Curtis said parks are not located within a quarter mile of every home, which is required in the SilverLake Master Development Agreement. He stated it is not reasonable to include the neighborhood park in phase 28, and asked if the powerline corridor is included in the required open space amenity points calculation. Mr. Mumford explained the Master Development Agreement allows the powerline corridor to be included, if improved. Councilmember Curtis expressed concern that the only improvement will be grass.

Mr. Mumford explained the detailed landscape plan is not included, as the site is so large. Staff has requested a detailed plan be presented to the Planning Commission for approval. The applicants have removed trails from the open space calculations at staff's direction.

Councilmember Clark requested the item return to the Council with an amenity calculation worksheet.



said if the Council decides that the temporary structure will only be allowed for two years, it will not be cost effective to the applicant.

Councilmember Clark stated she supports the arts but is not open to a sprung structure at this location.

***Those voting aye: Stephanie Gricius and Donna Burnham. Those voting nay: Colby Curtis and Melissa Clark. Mayor Westmoreland voted aye, breaking the tie. The motion carried with a vote of 3:2.***

### 13.E. SilverLake South – Preliminary Plat

Councilmember Curtis stated the cluster homes must have a component of open space, and every home must have a park within a quarter-mile radius. Councilmember Burnham asked if cluster homes are supposed to be designed similarly to Colonial Park.

Mr. Mumford said Colonial Park is more defined as a garden court. Municipal Code does not require open space to be immediately adjacent to the home, but the open space must be close. The intent is that open space is provided in lieu of a back yard.

Councilmember Curtis stated a painted red curb on the south side of Golden Eagle Road across from the elementary school will mitigate parking and traffic issues.

Pete Evans with Flagship Homes stated he understands that a preliminary plat this large is unusual. They anticipate returning to the Planning Commission and possibly the City Council with a detailed parks plan. Regarding the school site, it has two fronts, versus the single front at Brookhaven Elementary. He explained the parent drop off will be located on the west side of the building with the kindergarten drop off located to the north, which removes traffic from Golden Eagle Road. They also removed an access from the residential area to Golden Eagle Road and relocated the access point to SilverLake Parkway.

Councilmember Clark stated a safe route to school needs to be planned in a location away from the traffic circle. Mr. Evans stated if lots to the west of the school have not been sold, they can include a walking path through that area to the school. If the lots have already been sold, they will consider other areas to include a path away from the traffic circle.

Regarding the cluster home open space issue, Mr. Evans said they have consolidated open space to make it more usable. The SilverLake Master Development Agreement (MDA) has a restriction on the number of townhomes in any given area. They have planned each open space area to be large enough to serve all cluster homes. He requested a variance of the quarter-mile distance requirement for the homes in the southwest portion of the plan, due to the programmed open space at the school and church. They feel they have met the intent of the MDA and of Municipal Code.



Councilmember Curtis said if the amenities are not required now, they will not be installed. Mr. Evans explained the MDA lists what amenities are required and they will return with a parks plan that notes the amenities in each park.

Councilmember Curtis stated in his subdivision in SilverLake, they have grass and two pocket parks. He stated they were told a neighborhood park would come with development of future phases, but the neighborhood park is not planned until phase 28. Councilmember Clark asked if Municipal Code requires parks at specific times during development.

Bronsen Tatton with Fieldstone Homes explained the MDA requires the clubhouse at a certain number of building permits, but does not determine how many building permits can be issued before parks are developed. He said phases 19 and 20 will contain a park for two- to five-year-olds with a nest swing, spinning bowl, and slide tower. The park for five- to twelve-year-olds will contain a pendulum swing, as well as a spinning plate. They intend to bring the park programming back for Planning Commission review. The MDA includes requirements for the park amenities, with which they intend to comply.

Councilmember Clark asked what phase does not meet the quarter-mile park requirement. Mr. Mumford said not all homes in phase 26 are within a quarter-mile of a park. Mr. Tatton stated they may be able to remove a portion of another park and locate it in phase 26. He explained the phasing may be updated to accommodate the construction of a church building; the neighborhood park may be developed sooner than originally anticipated.

Councilmember Curtis expressed concern that parks are not in this area and said a requirement can be included that the park is built before a certain number of building permits are granted. Mr. Evans asked if the Council has the ability to impose that condition of approval. Mr. Cook stated if the Council is uncomfortable with the proposed plan, the application can be tabled.

Mr. Evans explained he is not saying they will not commit to building the park by a certain number of building permits, but stated they have an MDA and are meeting the requirements.

Councilmember Curtis expressed frustration that the completed areas of this development do not have parks and stated all homes could potentially be built without any completed parks. Mr. Evans explained that they bond approximately \$2,800 per lot for improvements.

Councilmember Clark stated she cannot approve the preliminary plat with the incorrect phasing, but knowing that the park will be installed by a certain number of building permits could mitigate that concern.

Councilmember Curtis stated he could not approve the preliminary plat without an amenity plan. Mr. Evans stated there are approximately 1,200 approved lots in this area under the MDA. The plan submitted includes 1,069 lots, including the 278 previously approved lots. He committed to include the park by the 300th building permit issued after this meeting.



Discussion ensued regarding the City Council approving the preliminary plat with the condition that staff reviews the parks plan, and the neighborhood park is installed by the 300th building permit.

Mr. Mumford stated the Planning Commission recommended condition of approval is that the parks plan returns to the Planning Commission for approval. He explained the landscape plan has to meet Municipal Code. The MDA is specific to acreage of parks and trail systems, and states the City's parks and amenities standards must be met. Mr. Evans explained that the site plan application for the townhomes will include park plans.

Councilmember Curtis confirmed that the Councilmembers will approve the preliminary plat as long as an amenity worksheet is approved by the Parks and Recreation Director and the neighborhood park is completed by the 300th building permit south of the wash, not including currently issued permits.

Discussion ensued regarding removing a portion of a larger park and placing the park area in an area that does not meet the quarter-mile distance requirement. The Council determined that leaving the large park as it is currently planned is best.

Regarding the connectivity issue, the Council stated the proposed plan will be approved.

Mr. Mumford suggested the crossing on SilverLake Parkway not be adjacent to the parent drop off at the elementary school. Councilmember Clark stated the applicant can work with staff to determine the best location for a crosswalk.

Councilmember Curtis asked if split rail fencing is required along Tickville Wash and requested one be installed for safety. Mr. Mumford said the City is responsible to install a trail and fence along the north end of the wash. Mr. Trusty is researching a grant to improve the safety of the wash areas where the slopes are significantly steep.

Mr. Mumford presented Saratoga Springs City's future transportation map. Saratoga Springs has requested Golden Eagle Road be a local road. Foothill Boulevard is the next priority for Saratoga Springs.

Discussion ensued regarding the condition of approval related to the neighborhood park. The Council agreed to the condition that the park is completed by the 578th recorded lot south of Tickville Wash.

Councilmember Curtis asked about the condition regarding the name of Silver Creek Way. Mr. Mumford said Tickville Wash can serve as a good location to switch street names, but the Planning Commission requested the road name remain consistent. Mr. Evans said one homeowner lives on that street, but they are willing to update the name.

**MOTION:**        *Councilmember Curtis moved to approve the SilverLake South preliminary plat with the following conditions:*



1. *Applicant shall pay a cash escrow to the City of \$2,810.40 per lot at plat recording.*
2. *Detailed landscape plans, including the design and amenities with point calculations, for the parks shall be submitted for approval by the Parks and Recreation Director and Planning Director along with the associated final plat.*
3. *Fencing along SilverLake Parkway and Golden Eagle Road shall match the collector road fencing approved for the Silverlake South area.*
4. *The road connection to Silver Creek Way across Tickville Wash shall be built prior to recording any plat north of Harvest Crop Drive.*
5. *The road that will connect to Silver Creek Way shall continue that name to the south.*
6. *Developer shall construct an upgraded entryway monument at either the western edge of the project along Golden Eagle Road, or the southern end of the project at SilverLake Parkway. Improvements shall consist of a landscaped entryway with a permanent monument sign bearing the name of the subdivision.*
7. *The applicant shall construct the walking path as presented.*
8. *The neighborhood park shall be installed prior to the recording of a plat containing the 300th lot in this project, in addition to the 278 already recorded in SilverLake Plats 16 through 20.*
9. *The applicant shall work with City staff to provide safe crossing routes to the elementary school.*

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

#### 14. AGREEMENTS

##### 14.A. AGREEMENT – Agreement between Eagle Mountain City, Utah and the Eagle Mountain Chamber of Commerce for the Management and Maintenance of the Ladder Signs.

Mr. Pili explained the history of ladder signs in the City. He stated to establish the Eagle Mountain Chamber of Commerce, the City needed to assist the Chamber during the initial creation of the organization.

Mayor Westmoreland explained the City chose to fund a local Chamber instead of the Lehi Area Chamber of Commerce. Mr. Pili stated creating the Eagle Mountain Chamber of Commerce took time, effort and funding. Using the ladder signs for Chamber funds was a creative way to establish the Chamber. These funds are not tax dollars.

Councilmember Curtis stated the signs are on City land using City capital improvements.





**IMPROVED OPEN SPACE SUMMARY**

- HOA Pocket Parks (4 varying between 2 ac. & 1/4 ac.)
- Neighborhood Park (3.6 ac.)
- HOA Clubhouse + Pool + Park (1)
- Trails (~4.0 miles + 3/4 mile city natural trail)
- Native Open Space (26 acres)
- Possible Community Linear Park (9.9 ac.)

**DETAILED QUALIFYING OPEN SPACE QUATITIES**

- Power Corridor (North) - 0.40 ac
- Power Corridor (South) - 0.44 ac
- Future Pocket Park (East) - 1.25 ac
- Clubhouse & Park - 2.10 ac
- Pocket Park (Phase 19 & 20) - 1.83 ac
- Future Pocket Park (Phase 21) - 2.07 ac
- Future Pocket Park (West) - 0.47 ac
- Future Neighborhood Park - 3.65 ac
- Total Qualifying Improved Open Space - 12.2 ac**



**SILVERLAKE**  
 A MASTER PLANNED COMMUNITY IN EAGLE MOUNTAIN  
 south area preliminary plat



PREPARED BY  
 FLAGSHIP HOMES





\*This exhibit illustrates additional open space that doesn't qualify as improved open space, as well as the possible developable area in the native area behind phases 16, 17, and 30.



# SILVERLAKE

A MASTER PLANNED COMMUNITY IN EAGLE MOUNTAIN  
south area preliminary plat



PREPARED BY  
FLAGSHIP HOMES





**EAGLE MOUNTAIN CITY  
CITY COUNCIL MEETING  
MARCH 17, 2020**

|                                       |                                                                          |                      |                        |
|---------------------------------------|--------------------------------------------------------------------------|----------------------|------------------------|
| <b>TITLE:</b>                         | An Ordinance of Eagle Mountain City, Utah, Adopting a Transient Room Tax |                      |                        |
| <b>ITEM TYPE:</b>                     | Ordinance                                                                |                      |                        |
| <b>FISCAL IMPACT:</b>                 |                                                                          |                      |                        |
| <b>APPLICANT:</b>                     | Eagle Mountain City                                                      |                      |                        |
| <b>GENERAL PLAN DESIGNATION</b><br>NA | <b>CURRENT ZONE</b><br>NA                                                | <b>ACREAGE</b><br>NA | <b>COMMUNITY</b><br>NA |

**PUBLIC HEARING:**

No

**REQUIRED FINDINGS:**

NA

**PLANNING COMMISSION  
ACTION /  
RECOMMENDATION**

NA

**PREPARED BY:**

Aaron Sanborn, Admin

**RECOMMENDATION:**

Staff recommends that the City Council approve an ordinance of Eagle Mountain City, Utah, adopting a 1% transient room tax.

**BACKGROUND:**

Recently, there have been discussion with various development groups surrounding the possibility of bringing a hotel to Eagle Mountain City. The State allows cities to collect up to a 1% transient room tax on hotels, motels, inns, bed and breakfasts, and other short-term rentals. This ordinance would allow the City to receive increased tax revenue from these operations, which helps to offset costs associated with those services. State code states that the transient room tax is to be used for General Fund purposes. The tax would be collected by the Utah Tax Commission and remitted to the City under our current agreements with them."

**Attachments:**

[ORD--EMMC Chapter 3.40 Transient Room Tax](#)

[Exhibit A - EMMC 3.40](#)



**ORDINANCE NO. O-        -2020**

**AN ORDINANCE OF EAGLE MOUNTAIN CITY, UTAH,  
ADOPTING EAGLE MOUNTAIN MUNICIPAL CODE  
CHAPTER 3.40 TRANSIENT ROOM TAX**

*PREAMBLE*

WHEREAS, the City Council of Eagle Mountain City finds that it is in the public interest to adopt Eagle Mountain Municipal Code, Chapter 3.40 Transient Room Tax 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 adopt Eagle Mountain Municipal Code Chapter 3.40 Transient Room Tax.
2. Eagle Mountain Municipal Code Chapter 3.40 Transient Room Tax, described in Exhibit A, is hereby approved.
3. This Ordinance shall take effect upon its first posting or publication.

ADOPTED by the City Council of Eagle Mountain City this 17<sup>th</sup> day of March, 2020.

EAGLE MOUNTAIN CITY, UTAH

ATTEST:

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

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



## CERTIFICATION

The above Ordinance was adopted by the City Council of Eagle Mountain City, Utah on this 17<sup>th</sup> day of March, 2020.

Those voting aye:

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

Those voting nay:

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

Those excused:

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

---

Fionnuala B. Kofoed, MMC  
City Recorder

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



# Exhibit A



## **Chapter 3.40**

### **TRANSIENT ROOM TAX**

#### **3.40.010 Definitions**

- A. "Person" means any individual, person, partnership, firm, association, corporation, limited liability company, limited liability partnership, or other entity.
- B. "Public transient facility" means a place providing the accommodations and services describe in Subsection 59-12-103(1)(i) of the Utah Code, including the following:
  - 1. A Hotel;
  - 2. A Motel;
  - 3. An Inn;
  - 4. A bed and breakfast;
  - 5. A trailer park offering Short Term Rentals;
  - 6. A home, condominium, apartment, townhome, or other similar facility offering Short Term Rentals.
- C. "Rents" means the amounts paid or charged by a public transient facility for accommodations and services.
- D. "Short-term rentals" means a public transient facility offering sleeping accommodations or temporary living arrangements for a period of less than thirty (30) consecutive days.

#### **3.40.020 Transient Room Tax**

There is hereby levied, on persons occupying short-term rentals, a transient room tax of one percent (1%) of the value of rents charged for the use of the short-term rentals. This tax is in addition to any other taxes or fees to which the short-term rentals are subject. Persons operating short-term rentals are responsible to collect the tax and remit it monthly to the Utah State Tax Commission.

#### **3.40.030 Records**

Persons operating short term rentals shall maintain records kept in conformity with generally accepted accounting principles for the purpose of disclosing and verifying the gross revenues derived from



providing short-term rentals. Such records must be maintained for a minimum of three years from the date services were provided. The records shall be available to Eagle Mountain City or the Utah State Tax Commission for review and inspection during normal operating hours.

#### **3.40.040 Penalties**

Any person violating the provisions of this chapter shall be subject a monetary penalty in the amount of ten percent (10%) of the amount due.

Sums due under this chapter, and not paid in a timely fashion, shall incur interest at the rate of twelve percent (12%) per annum.

In addition to the monetary penalty, a person operating a short-term rental who violates this policy is subject to having their business license revoked.

Failure to collect or remit the tax when due shall make the person operating the short-term rental personally liable for the sums due, including attorney's fees and costs incurred in collecting the sums due.